



Customer Agreement 客户协议

This Customer Agreement sets forth the terms and conditions governing your Account at Gain Capital – Forex.com UK Limited (“FOREX.com UK”), and all Transactions in this Account with FOREX.com UK. In this Customer Agreement, the undersigned customer is referred to as “Customer” or “You”.

本协议详细列明您在 GAIN Capital - FOREX.com UK Limited (以下简称 “FOREX.com UK”) 开设账户及在该账户下进行所有合同和交易所必需遵守的条款。在本协议中签署的客户将被称为“客户”或“您”。

Please read this Customer Agreement carefully as it contains important information concerning your and FOREX.com UK’s rights and obligations in relation to the services we agree to provide you. Please let FOREX.com UK know as soon as possible if there is anything which you do not understand. FOREX.com UK Customer Services, 9th floor, 12 Camomile Street, London EC3A 7PT, Telephone: + 44 020 7398 5620, Fax: + 44 020 7959 2010, E-mail: ukenquiries @forex.com.

本协议内容包含相关于您跟 FOREX.com UK 对账户服务的权利和责任，十分重要，请仔细阅读。如有不明白处，请即跟 FOREX.com UK 联络。FOREX.com UK Customer Services, 9th floor, 12 Camomile Street, London EC3A 7PT, Telephone: + 44 020 7398 5620, Fax: + 44 020 7959 2010, E-mail: ukenquiries @forex.com.

1. GENERAL INFORMATION 基本资讯

- 1.1 **Information about us.** FOREX.com UK is authorised and regulated by the Financial Services Authority (“FSA”), Registration number 190864, at our registered office, 9th Floor, 12 Camomile Street, London, EC3A 7PT. FOREX.com UK is an affiliate of the GAIN Capital Group, LLC and utilises the trading systems, infrastructure, technology, operations and personnel of the group to facilities customer services. Gain Capital Group, LLC is registered as a Futures Commissions Merchant with the Commodity Futures Trading Commission and is a member of the National Futures Association (NFA ID# 0339826) in the United States.

关于我们。FOREX.com UK 为英国金融服务监管局 (FSA) 授权及监管之公司。登记号码为 190864, 而登记地址是 9th Floor, 12 Camomile Street, London, EC3A 7PT。FOREX.com UK 是 GAIN Capital Group, LLC 旗下的公司, 并使用其交易系统、基础设施、技术、营运和员工以提供服务。GAIN Capital Group, LLC 为美国商品期货委员会 (Commodity Futures Trading Commission) 注册期货交易商, 并为美国期货协会 (National Futures Association) 会员。注册号码为 0339826。

- 1.2 **Our services.** Subject to the terms and conditions of this Agreement and acceptance of your application to open an Account with us, we will maintain one or more Accounts in your name and will provide execution-only brokerage services for spot Transactions in the international over-the-counter foreign exchange markets and effect Rolling Spot Forex Transactions, Commodity and CFD Transactions and provide brokerage services for Transactions in such other products as we may, in our sole discretion, determine from time to time in the future. Unless expressly stated otherwise in writing, all contracts and Transactions entered into between us shall be governed by the terms of this Customer Agreement, as amended from time to time.

服务。在不抵触本协议及在您的账户申请被接纳后, FOREX.com UK 将会以您名字开设一个或多个户口, 执行国际场外即期外汇下单指示, 进行延展未结即期外汇交易, 执行期货或差价合约下单指示, 或执行任何其他 FOREX.com UK 将来可能提供的各种商品之下单服务。除另外书面注明, 所有双方合约、交易均受此协议条款或其后修订版本条款约束。

- 1.3 **Our capacity.** We will deal with you as principal unless we inform you that we are dealing with you as agent generally or with respect to any Transaction or class of Transactions and every Order which we may take is accepted and executed on the basis that we act on our own account as principal and not as your agent.



我们的行为能力。除非事前我们通知您，我们将以代理人身份进行所有交易、单一交易或某一类型交易，否则我们将以合约主体身份与您进行交易。我们将以合约主体身份，而并非您的代理人身份，执行和接纳下单。

- 1.4 **Your capacity.** You will enter into Transactions as principal unless otherwise agreed in writing by us.

您的行为能力。您将以合约主体身份与我们进行交易，其他安排须事前经得我们书面同意。

- 1.5 **Language of Communications.** You may communicate with us in English. All FOREX.com UK standard documents will be available in English. If a document is translated into another language this will be for information purposes only and the English version will prevail.

沟通语言和文字。英语为基本沟通用语，而所有标准表格俱有英文文本，又以英文文本为准。其他语文文件谨供参考。

- 1.6 **Commencement.** This Customer Agreement supersedes any previous agreement between us on the same subject matter and takes effect when you signify your acceptance of this Customer Agreement by executing the Customer Account Application. By executing the Customer Account Application you confirm that you have read, understood and agree to be bound by this Customer Agreement with us.

生效时间。本协议取代任何性质相同之旧有协议，并于您签处帐户申请表后即时生效。您的签处代表您已经阅读、明白及接受协议内容并同意与我们一同接受协议条款的约束。

- 1.7 **Amendments.** We may amend this Agreement by giving written notice to you [by post or email]. Each amendment will become effective on the date specified in the notice and will be deemed accepted if and when you place an Order with us after the date on which the amendment becomes effective. Any amendment requested by you must be agreed in a formal amendment agreement by us. Unless expressly agreed otherwise, an amendment will not affect any outstanding Order or Transaction or any legal rights or obligations which may already have arisen. If you do not wish to accept any amendment made by us you may by notice to us close any of your open Transactions and your Account in accordance with this Agreement.

修改。如我们修改本协议，将会透过电邮或信件通告通知您。协议修订本生效日期将于通告上列明。若您在生效日期后下单，即代表您同意协议修订本。而您所提出的修订，必须经我们正式书面同意方才生效。除非明确地双方同意，协议修订本不会影响任何在生效日期前已存在之未完成交易指示、法律权利或责任。如您不接受我们提出的协议修订本，您可以联络我们为您平仓及根据本协议取消账户。

- 1.8 **Duty to you.** Nothing in this Customer Agreement purports to exclude or restrict any duty or liability owed by us to you under the Act or FSA Rules which under the Act or the Rules we are not permitted to exclude or restrict. If there is any conflict between this Customer Agreement and the FSA Rules, the FSA Rules will prevail.

我们的义务。本协议条款并不排除或制约我们对您在相关条例或 FSA 规则下不可排除或制约之义务或责任。如本协议与相关条例或 FSA 规则相违，则以相关条例或 FSA 规则为准。

- 1.9 **Duties and responsibilities.** We assume no greater responsibility or fiduciary duty than that imposed by the FSA Rules or the express terms of this Customer Agreement.

义务和责任。我们不承担任何相关条例、FSA 规则未有订明或本协议条款没有明确表明的义务和受托人责任。

2. **RISK DISCLOSURES** 风险披露声明

- 2.1 At Schedule 2 you are provided with a General Risk Disclosure Notice in compliance with FSA Rules. The General Risk Disclosure Notice sets out the particular investment risks of investing in complex financial instruments. Your

execution of the Customer Account Application will be treated as your informed acknowledgment that you have carefully read and are prepared to accept the risks outlined in the General Risk Disclosure Notice. If there is anything you do not understand it is recommended that you seek specialist independent financial and/or legal advice, in particular, regarding the suitability of complex financial instrument trading.

附表二列出我们就 FSA 规则所要求，对您提供的风险披露声明通告。该风险披露声明通告罗列了投资复杂金融工具的特有投资风险。您于帐户申请表上的签处将会被视为您已经小心细阅并准备接受风险披露声明通告内列出的投资风险。如您对风险披露声明通告上的信息有任何不明白的地方，我们建议您寻求专门、独立的金融及/或法律意见，特别是关于投资复杂金融工具是否合适方面。

2.2 You should note, in particular, that trading on Margin involves significant risks and that:

请注意，以保证金形式进行交易具有重大风险，可能发生以下情况：

- (a) you can lose more than your Initial Margin and in certain circumstances your losses may be unlimited; and
您的损失可以超越您的初始保证金金额，而且在某些情况下您的损失可能无设限。又，
- (b) if the market moves against your position or Margin rates are increased there may be insufficient money in your Account to satisfy Margin requirements and we may automatically liquidate any or all of your positions at a loss.

如市场走势与您的头寸相反或保证金水平增加，而您的账户未有足够资金应付保证金要求，我们可能在您有亏损的情况下自动清算任何或所有头寸。

3. **INTERPRETATION** 注释

3.1 Terms capitalised in this Agreement are defined at Schedule 1 of this Agreement.

英文文本中以大写拼写之字辞，其含义于本协议附表一列出。

3.2 **General interpretation.** A reference in this Customer Agreement to a “clause” or “Schedule” will be construed as a reference to, respectively, a clause of or Schedule to this Customer Agreement, unless the context requires otherwise. References in this Customer Agreement to any statute or statutory instrument or Applicable Regulations include any modification, amendment, extension or re-enactment. A reference in this Customer Agreement to any “document” will be construed to include any electronic document. References to persons include bodies corporate, unincorporated associations and partnerships/persons, firms, companies, corporations, governments, states or agencies of a state or any associations or partnerships of two or more such persons (whether or not having separate legal personality). The masculine includes the feminine and the neuter and the singular includes the plural and vice versa as the context admits or requires. Words and phrases defined in the FSA’s Rules have the same meanings in this Customer Agreement unless expressly defined in this Customer Agreement. Any times or deadlines referred to in this Customer Agreement, whether by reference to specific hours or otherwise, are based on local times in London, UK.

基本注释。除非本协议特别注明，本协议中“条款”或“附表”之字眼所指为本协议内的条款和附表。本协议所指法规、法律手段或有关条款包含任何修改、修订、引伸或再制定本。本协议所指任何“文件”包括任何以电子形式存档的文件。英文文本中所指“persons”包含法人团体，未组成社团的协会，合伙组织/个人，公司，政府，州份，或任何最少由多过两个人组成的协会，合伙组织之代理人（不论该机构是否独立法人）。本协议中所指的“他”等同“她”或“它”，而单数名词已包含众数意义，相反亦然。于 FSA 规则中拥有特定含义的字词，在本协议中俱相同含义，除非本协议另外注明。本协议所提到的时间和限期，以英国伦敦本地时间单位为准。

- 3.3 **This Customer Agreement and the Schedules.** The Schedules form part of this Customer Agreement. We may from time to time send to you further schedules with respect to a specific Market or class of Financial Instruments or Commodity which will also form part of this Customer Agreement.

本协议暨附表。附表为本协议其中一部份。我们可能在将来向您提供其他关于某一市场、某一类金融产品或商品的附表。而该等附表将成为本协议的一部份。

- 3.4 **Headings.** Headings are for ease of reference only and do not form part of this Customer Agreement.

标题。标题为便利您阅读而设，并非本协议之一部份。

- 3.5 **Time of essence.** Time will be of the essence in respect of all obligations of yours under or in connection with this Customer Agreement and any Transaction.

时间的重要性。在正确的时间执行您于本协议下或有关的义务和交易至为重要。

4. CLIENT CLASSIFICATION 顾客类别

- 4.1 For the purposes of the services provided by FOREX.com UK under this Customer Agreement subject to clause 4.2 we will treat you as a Retail Client.

依本协议第 4.2 项条款，我们将把您视为零售顾客来提供服务。

- 4.2 Where we have categorised you as a Retail Client, in certain circumstances you may request to be treated as a Professional Client. If you are classified as a Professional Client pursuant to your request you will lose the protections afforded to Retail Clients (apart from those also provided to Professional Clients) under FSA Rules are summarised in a notice we will provide to you in these circumstances, further details of which are available from FOREX.com UK on request. Where we have categorised you as a Professional Client in certain circumstances you may request to be treated as an Eligible Counterparty.

我们已将您归类成零售顾客，但在某些特定情况下，您可以要求被列为专业客户。当您的要求被接纳，您将丧失 FSA 规则中零售顾客所独有的保障。在那些特定情况下，我们将会提供零售顾客所独有的保障的总结，而您亦可以向我们索取更详细的资料。当我们在某些情况下，将您归纳为专业客户，您可以要求被视作符合条件契约方看待。

5. APPLICABLE REGULATIONS AND MARKET REQUIREMENTS 相关规条和市场要求。

- 5.1 **Subject to Applicable Regulations.** This Customer Agreement and all Transactions are subject to Applicable Regulations so that: (i) if there is any conflict between this Customer Agreement and any Applicable Regulations, the latter will prevail; and (ii) we may take or omit to take any action we consider necessary to ensure compliance with any Applicable Regulations and whatever we do or fail to do in order to comply with them will be binding on you.

相关规条。本协议和所有交易须符合相关规条，如 1) 本协议与相关规条相违，以相关规条为准。2) 我们可能执行或忽略执行任何我们认为为着符合相关规条之必须行为。您将被我们为符合相关规条而已作或未作之行为所约束。

- 5.2 **Market Liquidity Provider and Market action.** If a Market or Liquidity Provider (or an intermediate broker or agent, acting at the direction of, or as a result of action taken by, a Market) takes any action which we determine affects or may affect a Transaction, then we may take any action which we, in our sole discretion consider desirable to correspond with such action or to mitigate any loss incurred as a result of such action. Any such action taken by us will be binding on you.

市场流通量提供者和市场行动。如某一市场或流通量提供者（或中介经纪商或代理人依某一市场的指示所采取的行动或对某一市场的行动所作出的反应）作出任何我们认为有可能对任何交易有影响之行为，我们有权单一作出我们认为有利或降低损失的相对行为，而您将被我们所作出的相对行为所约束。

- 5.3 You acknowledge that you are solely responsible for, and that neither FOREX.com UK nor any of its Affiliates has any responsibility for, your compliance with any laws, regulations or rules applicable to your use of the services provided by us under this Customer Agreement including, but not limited to, any laws, regulations or rules, in your or any other jurisdiction, relating to tax, foreign exchange and capital control, and for reporting or filing requirements that may apply as a result of your country of citizenship, domicile, residence or tax-paying status.

您承认您将单独承担所有因使用本协议所涵盖的服务而须遵守的相关法律、规条或规则的责任，而 FOREX.com UK 或其关连公司对此并无责任。这些法律、规条或规则可能包含就您的国籍、所居地、住处或税务状况而衍生的税务、外汇或资本管制、法定申报或法定呈报相关之法律、规条或规则。

6. EXECUTION AND ADVICE 执行下单和意见提供。

- 6.1 **Execution only.** We deal with you on an execution-only basis and will not make personal recommendations or advise on the merits or suitability of purchasing, selling or otherwise dealing in particular investments or executing particular Transactions, their legal, tax, accounting or other consequences or the composition of any account or any other rights or obligations attaching to such investments or Transactions. You should bear in mind that merely explaining the terms of a Transaction or Financial Instrument or its performance characteristics does not itself amount to advice on the merits of the investment. If you consider that you have been provided with investment advice, you acknowledge that it is given without authority and you should not rely on it.

执行下单。我们只会向您提供执行服务，而不会对任何投资和交易提供任何买卖往来之优点及合适性、相关法律、税务、会计或后果/账户结构/权利/义务之个人意见或议建。您必须紧记，单纯解析交易条款，金融产品及其表现特征并不代表就任何投资优点提出意见。如您觉得您所得之资讯可构成投资意见，您承认这些意见是在没有得到我们同意的情况下提供，而您不应该信赖这些意见。

- 6.2 **Incidental information.** Where we do provide general trading recommendations, market commentary or other information:

附带资讯。当我们提供一般交易推荐、市场评论或其他资讯：

- (a) this is incidental to your dealing relationship with us. It is provided solely to enable you to make your own investment decisions and does not amount to a personal recommendation or to advice;

这些资讯属在双方交易关系上附带提供。它的提供纯粹是为了协助您作出个人的投资决定，而不应被视为个人推荐或提议。

- (b) we give no representation, warranty or guarantee as to the accuracy or completeness of such information or as to the legal, tax or accountancy consequences of any Transaction;

我们不对任何资讯的准确性，完整性及任何交易在法律上、税务上或会计上的后果作出任何声明、担保或保证。

- (c) where information is in the form of a document containing a restriction on the person or category of persons for whom that document is intended or to whom it is distributed, you agree that you will not pass it on contrary to that restriction;

当资讯是以有特定规限收件人文件形式发放，您答应不会违反该规定而转发他人。

7. CHARGES AND PAYMENTS 收费和付款

- 7.1 **Charges.** You will pay our charges as agreed with you from time to time or we may deduct such charges from any funds held by us on your behalf. We may charge a mark-up or mark-down (the difference between the price at which we take a principal position and the Transaction execution price with you). We may alternatively agree to charge a commission or a combination of commission and mark-up or mark-down. Where your Account was introduced to us by an introducing broker a portion of the charges or Commissions paid by you may be given to the introducing broker in accordance with clause 16.1 herein.

收费。您同意有时缴付我们的费用或我们可以从您开设的账户里直接扣取该费用。作为合约主体，我们可能拓阔从流通量提供者所获得的报价，从而在点差中收取费用。我们可另外同意只纯粹以佣金或以佣金加上上述点差的组合来计算我们的收费。根据下述第 16.1 项条款，当您的账户是由仲介人仲介给我们，在您所缴付的佣金中，部分可能会被转付与上述仲介人。

- 7.2 **Currency indemnity.** If we receive or recover any amount in respect of an obligation of yours in a Currency other than that in which such amount was payable, whether pursuant to a judgment of any court or otherwise, you shall indemnify us and hold us harmless from and against any cost (including costs of conversion) and loss suffered by us as a result of receiving such amount in a Currency other than the Currency in which it was due.

币值赔偿。如您因遵守法庭判决或通过其他类似过程而达成的协议，而需要向我们作出赔偿或退回款项，但所付金额并非以判决或协议内容中所指之指定货币为单位，您必须补偿我们因接收到不同货币而衍生的成本和损失，包括兑换差价。

- 7.3 **Incidental Fees.** FOREX.com UK.com may charge for incidental banking-related fees such as wire charges for deposits/withdrawals and returned check fees. FOREX.com UK may charge monthly inactivity fees in any account wherein there is no trading activity for at least ninety (90) calendar days.. FOREX.com UK reserves the right to change its fee structure and/or parameters at any time without notice. Fees do not currently, but may in the future include such things as statement charges, order cancellation charges, account transfer charges, telephone order charges or fees imposed by any interbank agency, bank, contract, market or other regulatory or self-regulatory organization arising out of FOREX.com UK's provision of services hereunder. Customer may incur additional fees for the purchase of optional, value added services offered by FOREX.com UK.

附带费用。FOREX.com UK.com 有可能收取与银行收费相关的费用，如存/取款电汇费和支票返还费。对于没有交易活动至少 90 日的账户，FOREX.com 英国可每月收取 这些帐户闲置费。FOREX.com 嘉盛英国有权随时改变其收费结构和/或标准，恕不另行通知。目前没有，但可能在将来收取的费用包括账单费、订单取消费、转账费、电话下单费，或由银行间机构、银行、合约、市场或其他监管或自我监管机构征收的，FOREX.com 嘉盛英国所提供服务的费用。客户或需支付 FOREX.com 嘉盛英国提供的可选择购买的增值服务所需的额外费用。

- 7.4 **Conversion of foreign currency amounts.** If you direct FOREX.com UK to fund Margin from funds denominated in a foreign currency held on your Account, FOREX.com UK will be authorised to convert those funds for Margin at a rate of exchange determined by FOREX.com UK. FOREX.com UK will not be liable to you for any loss suffered by you as a result of any such conversion.

外币兑换金额。如您指示 FOREX.com UK 为您的账户兑换货币以追加保证金，即等同授权 FOREX.com UK 决定兑换差价。FOREX.com UK 将不会为您因上述兑换而承受的损失负责。

- 7.5 **Payments and deliveries net.** Unless we give you written notice to the contrary, all payments and deliveries between us shall be made on a net basis and we shall not be obliged to deliver any asset or make any payment to you or both (as the case may be) unless and until we have received from you the appropriate documents and any cleared funds.

应付净值。除非我们给与您相反书面的指示，所有应付款项和交收应以净值进行。我们并没责任交收任何资产或/和支付任何款项（因情况而定），除非/直至我们收到您所发出的适当文件和已交割的款项。

- 7.6 **Remuneration and sharing charges.** We may receive remuneration from, or share charges with any Affiliates or third parties in connection with Transactions carried out on your behalf. Details of such remuneration or sharing arrangements will be made available to you on written request.

报酬和收费分享。我们可能在为您进行交易的过程中，从关连公司或第三者处收取报酬或与他们分享收费。欲取得上述报酬和收费分发之详细资料，请以书面形式联络我们。

8. OUR SECURITY 我们的保障

- 8.1 **Security interest.** As a continuing security for the performance of all your obligations (whether actual or contingent, present or future) to us pursuant to or in connection with this Customer Agreement (“Secured Obligations”) you grant to us, with full title guarantee, a first priority fixed charge over, and security interest in, all non-cash Margin and other collateral (collectively “Collateral”) now or in the future provided by you to us or to our order or under our direction or control or that of a Market standing to the credit of your Account or otherwise held by us or any of our Affiliates or our or their nominees on your behalf.

为能持续保障您履行根据或有关本客户协议之义务(受保障义务，包括实际或或有、现在或将来的责任)，您授予我们（有全面所有权担保），就您在我们或我们旗下公司或我们旗下公司的/我们的受托人的帐户中、您现在及将来存入或根据我们的指令而提供或就我们指示/控制而提供或市场即将存入或透过其他渠道存入之非现金保证资产和其他附属品（统称“附属品”）之全权拥有保证、第一特定抵押品保障和利益保障。

- 8.2 **Further assurance.** You agree to execute such further documents and to take such further steps as we may request from time to time to create, perfect, maintain or protect our charge and security interest referred to in clause 8.1, to be registered as owner of or obtain legal title to all Collateral, to secure further the Secured Obligations, or to enable us to exercise our rights or satisfy any Market requirement.

额外保证。您同意就我们将来可能提出的要求，签处额外文件和执行额外行动，藉此创造、优化、保持或保护就本协议第 8.1 项条款所指我们的抵押品和利益保障，使我们成为附属品的注册拥有者或取得附属品于法律上承认之权益，获取进一步的利益保障协议，使我们可以合法行使权利或满足市场要求。

- 8.3 **Substitution.** You may not withdraw or substitute any property or asset subject to our charge and security interest referred to in clause 8.1 without our prior written consent.

替代。除非您事前得到我们的书面同意，您可能不可以提取或替代任何我们已有第一特定抵押品保障和利益保障权之财产或资产。

- 8.4 **General lien.** In addition and without prejudice to any rights to which we may be entitled under this Customer Agreement or any Applicable Regulations, we will have a general lien on all property held by us or any of our Affiliates or our or their nominees on your behalf until the satisfaction in full of all Secured Obligations.

普通扣押权。此外，在不侵害我们就本协议或其他相关法律中应得之权益的前提下，我们将会拥有您于我们或我们下属公司或我们的提名人或他们的提名人保管的所有财产的普通扣押权，直到利益保障协议被完全满足。

9. RIGHT OF SET-OFF 抵消权

- 9.1 We may at any time set off, without prior notice to you or any other requirement, any obligation (whether or not such obligation is matured or contingent, whether or not arising under this Customer Agreement or under or in connection with any other agreement, transaction or instrument, and regardless of the currency, place of payment or

booking office of the obligation) you or any of your Affiliates may from time to time owe to us or any of our Affiliates, as reasonably determined by us, against any obligation (whether or not such obligation is matured or contingent, whether or not arising under this Customer Agreement or under or in connection with any other agreement, transaction or instrument, and regardless of the currency, place of payment or booking office of the obligation) we or any of our Affiliates may then owe to you or any of your Affiliates, as reasonably determined by us.

在事前没有通知您或任何其他要求下，我们可能用您或与您相关的人/公司对我们或我们的下属公司的责任（由我们以合理的方法计算；无论此责任是否到期或未确定、是否从此协议或其他协议、交易、工具中衍生。无论此责任的货币、付款地点或此责任之登记办公室）在某些时间用来抵消我们或与我们下属的公司于您或与您相关的人/公司的责任（由我们以合理的方法计算；无论此责任是否到期或未确定、是否从此协议或其他协议、交易、工具中衍生。无论此责任的货币、付款地点或此责任之登记办公室）。

- 9.2 For the purpose of any cross-currency set-off, we may convert either obligation at the applicable market exchange rate selected by us on the relevant date.

就交叉货币抵消，我们将自行挑选其中一种货币在相关日子以市价进行兑换。

- 9.3 If the amount of any obligation is unascertained, we may in good faith estimate that amount and set off in respect of the estimate, subject to us accounting to you when the amount of the obligation is ascertained.

如果责任金额不能肯定地被确定，在我们能确定金额后会向您报告的前提下，我们可能先以俱诚信的方法来估计其金额以进行抵消。

- 9.4 Our rights under this clause 9 will be in addition to any other right of set-off or similar right we may have, whether as a matter of contract, under common law, or otherwise.

第九项条款是我们在合约、普通法或其他类似的渠道下可能拥有的抵消权力或其他类似权利外之额外权利。

10. TAXES 税务

- 10.1 You are responsible for all taxes (UK or foreign) that may arise as a result of or in connection with a Transaction, whether under current or changed law or practice. We shall have no responsibility for any of your tax liabilities, or for providing information or advice in respect of such liabilities and shall not be responsible for notifying you of a change in tax law or practice. You shall indemnify us and hold us harmless for and against all costs, claims, demands and expenses arising as a result of or in connection with any failure by you to reimburse the Indemnified Party in accordance with this clause.

您将对所有根据现有或修订法律下，从交易中衍生的英国国内或国外的税务负责。我们对您的税务债项并无责任，亦无责任给予您税务债项讯息或意见，亦无责任提醒您有关税法和其执行上的改变。您应就您未能补偿应被补偿一方，而依据这条款补偿我们并免去任何可能产生的损失、索赔、要求及费用。

11. MATERIAL INTERESTS AND INFORMATION BARRIERS 重要利益和信息障碍

- 11.1 **Material interests.** Your attention is drawn to the fact that when we deal with you or for you, we or an Affiliate or some other person connected with us may have another interest, relationship or arrangement that is material. Without limiting the nature of such interests, examples include where we or an Affiliate could be:-

重要利益关系。请注意，当我们和您或为您进行成交，我们或我们的关连公司或一些与我们有联系的人可能有其他重要利益、关系或安排。在没有设限这些利益的性质的前提下，以下是一些我们或我们的关连公司可能进行的活动：

- (a) dealing or quoting prices to the markets, in the investment, a related investment or an asset underlying the investment, as principal for our (or its) own account or that of someone else. This could include selling to you or buying from you and also dealing with or using the services of an intermediate broker or other agent who may be an Affiliate;

以主要交手方身份，为自己、关联公司的或他人账户与市场就投资产品、相关投资产品、资产衍生投资产品于市场进行成交或报价。这活动可能包括与您进行买卖，与可能是我们关连公司之中介公司或代理人进行成交或使用其服务；

- (b) matching (e.g. by way of a cross) your Transaction with that of another customer by acting on his behalf as well as yours;

为您及另一顾客的交易进行配对（例：以交叉方式）；

- (c) buying from you and selling immediately to another customer, or vice versa;

我们可能即时向另一顾客出售刚从您买来的投资产品，相反亦然；

- (d) advising and providing other services to Affiliates or other customers who may have interests in investments underlying assets which conflict with your own.

我们可能向拥有与您的利益有冲突之投资产品衍生资产的关连公司或其他客户提供意见或其他服务。

- 11.2 You accept that we and our Affiliates may have interests which conflict with your interests and may owe duties which conflict with duties which would otherwise be owed to you, and consent to our acting in any manner which we consider appropriate in such cases subject to Applicable Regulations.

您接受我们或我们的关联公司可能拥有与您的利益相冲之利益，又或者我们或我们的关连公司对其他人/机构应履行之义务与否则应对您履行之义务有冲突。您同意我们将以一个我们认为在相关法律下最合适的方式来处理这样的情况。

- 11.3 **No liability to disclose or account.** We will comply with Applicable Regulations binding on us, but we shall be under no further duty to disclose any interest to you, including any benefit, profit, commission or other remuneration made or received by reason of any Transaction or any related transaction or position.

我们没披露或解析的责任。我们会遵守约束我们的法律，但我们没用进一步义务向您披露任何从任何交易或相关交易或寸头所赚取或收受的利益，包括任何利益、收入、佣金或其他报酬。

- 11.4 **Information Barriers.** Where necessary we maintain arrangements which restrict access by our employees to information relating to areas of our business (and that of Affiliates) with which, and the affairs of clients with whom, they are not directly concerned. Accordingly, we shall not be required to have regard to or disclose to you or make use of any information which belongs to or is confidential to another client or to us or any Affiliate, and we may be unable to advise or deal with you in relation to particular investments without disclosing the reason for this.

信息障碍。在有需要的情况下，我们会作出合适的安排以约束员工在没适当原因下对我们（或我们的相连公司）的商业和客户知识的作出检索。相应地，我们不必看待或向您披露或利用任何可能属于其他客户、我们或我们的相连公司的或对其他客户、我们或我们的相连公司不作公开的资料，而我们因此可能在不能透露具体情况下不就某些投资产品为您提出意见或成交。

- 11.5 **Deals using a connected broker.** Where a material connection exists between us and a connected broker, you hereby agree that you do not require us to give you notice of that.

透过有联系经纪成交。如我们与有联系经纪有重要关系, 您同意我们不需要通知您。

12. CONFLICT OF INTERESTS 利益冲突

- 12.1 **Conflicts Policy.** We are required to have arrangements in place to manage conflicts of interest between us and our clients and between different clients. We operate in accordance with a conflicts of interest policy we have put in place for this purpose in which we have identified those situations in which there may be a conflict of interest, and in each case, the steps we have taken to manage that conflict. A summary of our conflicts policy is available on the website of FOREX.com UK [www.forex.com/uk] [Retail Clients only].

冲突。我们将作出安排以管理我们和客户与客户和客户之间的利益冲突。相应地, 我们的营运亦跟随有关利益冲突的政策。我们的利益冲突政策有列出某些俱有利益冲突的情况和相应的处理手段。如欲阅读我们利益冲突政策的总结, 请浏览[www.forex.com/uk/cns][零售顾客专用]

- 12.2 **Disclosure to you.** We shall not be obliged to disclose to you or take into consideration any fact, matter or finding which might involve a breach of duty or confidence to any other person, or which comes to the notice of any of our directors, officers, employees or agents but does not come to the actual notice of the individual or individuals dealing with you.

对您的披露。我们并无责任向您披露或考虑任何事实、事件或研究结果, 如: 上述行为会牵涉到违反对其他人的信任和责任, 或; 我们的董事, 主任, 员工或代理人可能得到上述资讯, 但与您有真实接触的人员并不知情。

- 12.3 **No fiduciary duties.** The relationship between you and us is as described in this Customer Agreement. Neither that relationship, nor the services we provide nor any other matter, will give rise to any fiduciary or equitable duties on our part or on the part of any of our Affiliates. As a result, we or any of our Affiliates involved in doing business with or for you may act as both market maker and broker, principal and agent and we or any of our Affiliates may do business with other clients and other investors whether for our own or such Affiliate's own account.

无受托责任。本协议描述我们与您的关系。此关系, 我们提供的服务或其它事件, 将不会构成我们或我们的关连公司对您的受托责任或公平责任。因此, 我们或我们的关连公司在为您或与您交易时, 可能同时担当庄家和经纪, 主要交手方和代理人的身份, 而我们或我们的关连公司可能会为自身账户跟其他客户或投资者进行交易。

- 12.4 **Consent.** You accept that we and our Affiliates may either (i) have interests which conflict with your interest's, or (ii) owe duties which conflict with duties which would otherwise be owed to you, and in either case (i) or (ii) you consent to our acting in any manner which we consider appropriate in such cases subject to Applicable Regulations.

赞同。您接受我们和我们的关连公司可能, i) 拥有某些与您的利益有冲突的利益 i) 我们的某些责任跟对您的责任有冲突。在 i) 或 i) 的情况下, 您同意我们将根据个别情况作出在相关法律下所容许的任何合理行动。

13. MARKET ABUSE 滥用市场

- 13.1 **Market abuse.** By entering into any Transaction you are not acting in any way which is intended to or may be considered to be "Market Abuse" a defined term in the Act, nor are you acting with the intention of contravening any other provision of the Act, the FSA Rules, or any other Applicable Regulation.

滥用市场。您输入交易的举动代表您并非在进行任何有意图或可能被视为滥用市场 (英语 "Market Abuse" 一辞在 F S A 规则中有特定含义。) 或蓄意进行与任何其他条例、F S A 规则或其他相关条例之行为。

- 13.2 You acknowledge that it would be improper for you to deal in the Market if the sole purpose of such a transaction was to impact on our bid or offer prices, and you agree not to conduct any such transactions.



您承认如您在市场交易的唯一目的是影响我们的买卖价，这当可构成不当行为，您并同意不会进行此等行
为。

14. ACCOUNT OPENING 开户

- 14.1 An Account must be opened prior to entering into any Transaction with FOREX.com UK. No Orders can be placed until an Account has been opened and cleared funds received. Without prejudice to the foregoing, if FOREX.com UK permits you to place an Order notwithstanding that an Account has not been opened, or cleared funds received, this shall not limit your liability to FOREX.com UK pursuant to this Customer Agreement in respect of the Order placed. FOREX.com UK may, at its absolute discretion, refuse to accept you as a client for whatever reason but will notify you of any such refusal, without giving any reasons, as soon as reasonably practicable.

您必须在与 Forex.com UK 进行任何交易前完成开户手续。在开户手续完成、存款交割后方可下单。在没有抵触跟凌驾上述条款之下，如 Forex.com UK 容许您在未开户或未收到已交割的存款之情况下下单，这并不限定您根据该下单和本协议所述对 Forex.com UK 应负的责任。Forex.com UK 单方面有绝对权力，以任何理由不接纳您的开户申请且不必向您解析。我们将会在最合理的时间内通知您该决定。

- 14.2 You must record information regarding your investment knowledge and experience in the Customer Account Application. On the basis of this information and in accordance with the Applicable Regulations we will assess whether opening an Account is appropriate for you. If you are classified as a Professional Client we will make certain assumptions about the appropriateness of the services to be provided, and we will be entitled to assume that you have the requisite knowledge and experience to enter into Transactions. If you do not consider this to be the case, you must make us aware of this prior to entering into any Transactions and provide us with all relevant information as to the level of your knowledge and experience. It is your responsibility to promptly inform us in writing if at any time during your relationship with FOREX.com UK you become aware of any information or circumstances which might reasonably indicate that our initial assessment should be changed.

您必须在开户申请表格上填报您的投资知识和投资经验。就您所填写的资料，我们将评估开户对您是否合适。如您被列为专业客户，我们将就此对您提供之所谓合适服务作出假设。您将授权我们假设您有合格的知识及经验去进行交易。如您不认为您应被视为专业投资者，您必须在进行交易前通知我们并提供所有有关于您的知识及投资水平之资料。在与 Forex.com UK 交往的过程中，如在任何时间，您获得任何应改变 Forex.com UK 对您的初步评估之消息或情况或其征兆，您有责任尽快以书面形式通知我们。

- 14.3 To assess your creditworthiness, manage credit risk and to prevent fraud (or other criminal activity) you acknowledge and agree that we may:

为着我们可以对您的信誉作出评估、管理信用风险、防止欺诈行为（或其他犯罪活动）您确认并同意：

- (a) make periodic searches and enquiries about you and any Related Party at credit reference agencies, and your employers and any other relevant parties (as applicable);

我们可定期向信用参考公司、您的雇主或任和有关方面对您和任何有关人士作出搜寻和查询。

- (b) disclose information to organisations involved in fraud prevention; and

我们可以向防止欺诈行为机构，披露资讯；又

- (c) obtain information from and disclose information to other broker-dealers or investment managers which deal in or manage investments for you concerning any payment or security default or concerning any investment which is related to or connected with Transactions which you seek to open with us.



我们可以向其他曾经为您进行成交或处理投资的经纪-经销商或投资经理索取或披露有关您的任何付款、股票失责或您寻求跟我们交易的投资项目及与其有关之资料。

- 14.4 Any limits for your Account (including any credit limits) will be set and varied from time to time with regard to your credit status and, where applicable, the amount of funds deposited by you with us which may, in its sole discretion apply a limit to:

任何关于您的账户的限定（包括任何信贷限定）将会被设定和根据您的信用状态及跟我们的存款数目不定期被核实。我们亦可能单方面做出下列设定：

- (a) the size of any Transaction or series of Transactions that you may enter into; and

您可能进行交易的大小或连串交易的排列；及

- (b) the amount of any loss or liability to which you may be exposed.

您可能经受的亏损和责任

- 14.5 Account limits do not limit or represent your liability for losses to FOREX.com UK, and the funds you may have from time to time on deposit with us as Margin or otherwise do not represent any limit upon your financial liability to us.

任何账户的限定并不限定或代表您对 FOREX.com UK 损失的责任，而且您不时向我们存入的保证金存款或其他存款，并不代表您对我们的金融负债的限定。

- 14.6 When your Account is opened you will have access to the Trading Systems enabled by a password which shall be for your personal use only and which you shall keep secret and not disclose to any third party nor allow any third party to use or otherwise gain access to the Trading Systems in your name or on your Account. You are responsible for all information submitted through your access to the Trading Systems and in the event there is an erroneous entry of information for whatever reason you will be held responsible for all resultant financial obligations or liabilities.

在您开设账户以后，您将会被发用以登入交易平台的密码。此密码只供您个人使用，请小心保存，并不要将它透露给任何第三者知道或容许第三者使用或以任何方法让第三者以您的名义登入交易平台或进入您的账户。您须对任何透过您于交易平台上的登入而转递的讯息负责，而在有错误输入的情况下，您将要负上有关的金融负债和责任，无论原因。

- 14.7 Access to the Trading Systems are furnished pursuant to a non-exclusive, non-transferable, revocable licence and their use is subject to the terms of this Agreement.

交易平台是根据非独有、不可转让和可撤销的牌照提供，而且交易平台的使用受本协议规范。

15. ACCOUNT PAYMENTS 账户缴款

- 15.1 The cash balance of your Account: 您之账户中的现金结余：

- (a) will be credited from time to time with the amount of each payment of Margin, by the realised profits payable arising as a result of or in connection with a Transaction and any other payment received by us from you pursuant to this Customer Agreement; and

会因保证金存入、交易产生之实得利润和其他依本协议从您收取的存款而提升；又



- (b) will be debited from time to time by the amount of each payment made by us to you at your request pursuant to this Customer Agreement, by the deduction of our charges and by realised losses payable arising as a result of or in connection with a Transaction.

会因我们根据本协议应您要求退回的存款，扣除我们的费用和交易产生的实得亏损而降低。

- 15.2 Unless otherwise agreed, you acknowledge and agree that no interest will accrue on any cash balance in your Account and that FOREX.com UK will not be liable to pay you any such interest.

除非另外协议，您确认和同意您的现金结余不会积累利息，而 FOREX.com UK 将不会对你有任何支付利息的责任。

- 15.3 We will only accept deposits from you by BACS, telegraphic transfer, SWIFT and credit or debit card. No cash will be accepted. Payments may be denominated in UK Pounds Sterling, US Dollars, Euros, or any other Currency agreed in advance with us.

我们只接受以 BACS,电汇, SWIFT,信用卡, 借记卡形式的存款。我们不接受现金存款。请用英镑, 美金, 欧罗或其他与我们事前约定的货币付款。

- 15.4 **Base currency.** You shall designate a base currency of your Account which shall either be UK Pounds Sterling, US Dollars, Euros or any other currency agreed in advance with us (the “Account Base Currency”). Any sums deposited in your Account, if in a Currency other than the Account Base Currency, may be converted to that Account Base Currency at the prevailing conversion rate as designated by us unless alternative instructions from you are accepted by us. If any interest costs, commission and other charges to be debited to your Account are in a currency other than the Account Base Currency they may be converted to that Account Base Currency at the prevailing conversion rate as designated by us.

基础货币。您应该指定一种基础货币。此基础货币可以是英镑、美金、欧罗或其他与我们事前约定的货币（“账户的基础货币”）。除非我们事前接到您的指示而且我们同意该指示，任何存入非账户的基础货币金额，将会就当时市价换算成账户的基础货币。任何以其他货币作单位的利息支出、佣金和其他收费将会就我们所指当时的市价被兑换成账户的基础货币。

- 15.5 All payments from your Account will be made on your request in the Account Base Currency unless another Currency is agreed in advance between you and us and will be made by BACS transfer, Telegraphic Transfer, SWIFT or, where payments were made by debit or credit card, and it is permitted, transfer of funds to the relevant credit or debit card account. We shall not be obliged to make any payment to you unless your cash balance remaining after making the payment would be sufficient to cover your Margin and any unrealised losses in relation to your open Transactions on your Accounts.

所有应您要求所发款项，将以账户的基础货币为单位，除非双方事前同意以另一货币发款。又，所有发款将以 BACS, 电汇, SWIFT,或, 如容许, 退回存款时所用的信用卡/借记卡形式进行。如果发出款项将影响您就账户或头寸应付之保证金要求或未实现亏损的能力，我们并没有责任发出任何款项。

- 15.6 No instructions to pay a third party from your Account will be accepted by us unless otherwise agreed in writing by us.

除我们书面同意外，我们不接受任何付款给第三者的指示。

- 15.7 You agree to make payments due to us under this Customer Agreement in accordance with the following terms:

您同意依以下的协议条款付款给我们：



- (a) all electronic or telegraphic transfer or other bank fees in respect of payments by you will be your sole responsibility;
所有与您发出的款项有关汇款或银行费用完全是您的责任;
- (b) any payment made to us will only be treated as received when we receive cleared funds;
所有存款只有在款项完全交割后才会被正式承认;
- (c) if any payment is not received by us on the due date for payment then, without limitation of any other rights which we may have, we will be entitled to charge interest on the overdue amount (both before and after judgment) at a rate of 1% per month from the date payment was due until the actual date of receipt by us; and
如任何款项未能在限期前收到, 在没有抵触其他权利的前提下, 我们有权就过期金额 (在判决之前或之后) 收取每月 1% 利息, 在限期日当天开始计算到我们收到款项为止; 又
- (d) you indemnify us for and hold us harmless against any costs or expenses (including all legal fees and expenses) which we may incur, either before or after the commencement of any legal action, to recover payments due.
您应该补偿我们, 使我们不致因缴付开始循法律途径追讨欠款之前或之后的任何相关费用、支出 (包括所有法律费用和支出) 而蒙受损失。
- (e) you indemnify and hold us harmless against any costs or expenses (including all legal costs) which we may incur, either before or after the commencement of any legal action, to recover payments due.
您应该补偿我们, 使我们不致因缴付开始循法律途径追讨欠款之前或之后的任何相关费用、支出 (包括法律费) 而蒙受损失。

16. INTRODUCING BROKERS 代理商

16.1 If your Account was introduced to FOREX.com UK by an introducing broker you acknowledge and agree that:

如您的账户是由代理商介绍至 FOREX.com UK, 您确认和同意以下条款:

- (a) you authorised the introducing broker to introduce you to FOREX.com UK;
您授权该代理商介绍您至 FOREX.com UK;
- (b) a portion of the charges or Commission paid by you to us may be given to the introducing broker and that you can contact the introducing broker or FOREX.com UK for further information in this respect; and
您所付给我们的部分费用和佣金可能会被转付给代理商。您可以联络您的代理商或 FOREX.com UK 询问有关详情; 又
- (c) any advice given to you regarding your Account or your Transactions will be given by the introducing broker and not by FOREX.com UK.
任何有关帐户或交易而对您提出的意见, 将会是由代理商提供, 而并非 FOREX.com UK。

17. MARGIN 保证金

- 17.1 **Margin Arrangements.** As a condition of entering into a Transaction, we may in our sole discretion require the deposit of funds or Collateral acceptable to us to secure your liability to us for any losses which may be incurred in respect of the Transaction (“Initial Margin”). Initial Margin is due and payable immediately as a condition to opening the relevant Transaction and we may decline to open any Transaction if you do not have sufficient available cash in your Account to satisfy the Initial Margin required for that Transaction at the time the relevant Order is placed. If there is an adverse movement in the price of a Transaction or Reference Asset or if we determine in our sole and absolute discretion that there is an increase in the risk of an adverse movement in the price of a Transaction or Reference Asset, we will require additional security from you in the form of cash deposits or other acceptable Collateral to supplement Initial Margin (“Variation Margin”).

保证金安排。作为进行交易条款之一，我们可能会单方面要求您存放我们接受的现金或抵押品，以向我们担保您的交易损失（“初始保证金”）。初始保证金在开始进行交易一刻到期而且必须即时缴交。如您的账户没有足够现金去满足保证金要求以进行交易，我们可能拒绝替您进行交易。如交易或参考资产价格因市场逆行、又如我们单方决定交易或参考资产价格逆行的风险被提高，我们会要求您提供额外的现金存款或其他我们接受的抵押品以补充初始保证金。（“价格变动保证金”）。

- 17.2 **Changes in Margin requirements.** Margin requirements may be set and varied without prior notice from time to time in our sole and absolute discretion in order to cover any realised or unrealised losses arising from or in connection with Transactions, including subsequent variation of any Margin rates set at the time Transactions are opened.

保证金更改。保证金要求可能在没有事前通知您的情况下，由我们单方面不时制定或更改以应付任何已实现或未实现又与交易有关的损失，包括下单之后的任何保证金的更改。

- 17.3 **Form of Margin.** Margin must be provided by or on behalf of you in cash or other Collateral acceptable to us as determined by us in our sole and absolute discretion. You are obliged to maintain in your Account, at all times, sufficient funds to meet all Margin requirements. In addition, we will be entitled to treat any assets deposited with us by you from time to time (other than assets deposited for safe custody only) as Collateral against your Margin requirements. In all cases we will be entitled in our sole and absolute discretion to determine the value of any Collateral deposited with us. We are entitled to require payment of Margin of you (whether resident in the UK or in another jurisdiction) by telegraphic transfer or any other method of immediate/electronic funds transfer acceptable to us. Only funds received net of any bank charges, which relate to the transfer, will be credited as paid.

保证金的形式。保证金必须是以您或以您的名义存放的现金或其他我们单方面认为可接受的形式支付。您有责任在任何时候于账户内存放足够的款项以满足保证金要求。另外，我们有单方面绝对的权利去视您不时存入的资产为抵押品（存放的安全监管资产除外）以抵消保证金要求。在所有情况下，我们有单方面权利去厘定任何存放在我们处的抵押品的价值。我们有权要求您（无论您是否英国居民）以任何我们接受的电子或电话汇款方式缴付保证金。

- 17.4 **Close-out.** In the event that there is insufficient Margin in your Account or in the event that the deposited Margin is not sufficient to meet the required Margin rates, as determined by us in accordance with clause 17.2 of this Customer Agreement, and regardless of whether or not prior Margin Calls have been issued or not, we may in our sole discretion choose to close or terminate your Transaction and Account without notice to you immediately. This will not constitute an Event of Default. Without prejudice to the foregoing, any Transaction entered into by you or on your behalf which results in there being insufficient Margin to cover any actual or anticipated losses or liabilities in connection with your Account will constitute an Event of Default and we may in our discretion exercise our rights in clause 23 of this Customer Agreement, whether there has been a Margin Call or not.

平仓。如您的账户未有足够保证金或所存款项未能满足我们根据本协议第 17.2 项条款所指定的保证金要求，在或者未有发出追加保证金通告和通知您的情况下，我们可以单方面选择取消您的交易和账户，而这不会构成违约行为。在没有抵触上述条文的前提下，与您的账户有关，任何您或为您所作的交易导致保证

金不足以抵消任何已实现或可预见之损失或责任，该行为将当作违约处理。我们可以单方面行使本协议第 23 项条款所述之权利，无论有否发出追加保证金通告。

- 17.5 **Margin Calls.** FOREX.com UK does not make Margin Calls in the ordinary course of business. FOREX.com may from time to time and in its sole discretion call upon and request that you deposit additional Margin or Collateral to secure your obligations to FOREX.com UK. Any Margin Call, without closing your Account or liquidating your positions, shall not be deemed precedent for future Margin Calls. We are also not obliged to make any Margin Call of you at all or within any specific time period, and any failure or delay on our part to make any Margin Call at any time will not operate as a waiver of any of our rights or remedies under or in connection with this Customer Agreement, whether in respect of such Margin Call or otherwise. We shall be deemed to have made a Margin Call on you if we have left a message requesting you to contact us, or if we are unable to leave a message and have used reasonable endeavors to contact you by telephone. Any message we leave for you requesting you to contact us should be regarded as extremely urgent. We shall not be liable for any losses you may suffer as a result of any failure to respond to an actual or deemed Margin Call. We may in our sole discretion close or terminate your Transactions without notice to you immediately and decline to enter into any further Transactions with you if you fail to honour any Margin Call and this shall constitute an Event of Default and we may exercise our rights in clause 23 of this Customer Agreement.

追加保证金通告。在正常商务情况下，FOREX.com UK 并不发出追加保证金通告。FOREX.com UK 可能有时单方面决定通知及要求您存放额外的保证金或抵押品去担保您对 FOREX.com 的责任。在没有取消您的账户或清算你的头寸的情况下，任何已发的追加保证金通告，并不代表任何未来的追加保证金通告的发出前例。我们并无任何责任向你或在任何时间发出追加保证金通告。如我们在任何时间不发出或延迟发出追加保证金通告，这不等同我们放弃任何于本协议有关或于本协议下之权利或补偿，无论相对追加保证金通告而言或其他。如我们留言请您联络我们或在无法留言的情况下，我们以合理的努力以电话联络您，我们当被视作已向您发出了追加保证金通告。我们请您联络我们的留言应被视作极之紧急。如您未能就真实的或可被视为真实的追加保证金通告做出回应，又蒙受损失，我们对此并不负责。如因您未能完全执行追加保证金通告上的指示而作出违约行为，在没有立刻通知您的情况下，我们可能单方面清算或终止您的交易和拒绝与您进行任何额外交易，又，我们可能行使本协议第 23 项条款所述之权利。

- 17.6 **Negative pledge.** You undertake neither to create nor to have outstanding any security interest whatsoever over, nor to agree to assign or transfer, any of the Margin transferred to us, except a lien routinely imposed on all Securities in a clearing system in which such Securities may be held.

负质押。您不得对分配或转让给本公司的任何保证金设立或拥有任何尚未清偿的担保权益，除了在持有所有有关证券的清算系统中，对该等证券例行施加的留置权之外。

- 17.7 **Power to charge.** You agree that we may, free of any adverse interest of yours or any other person, grant a security interest over Margin provided by you to cover any of our obligations to an intermediate broker Market or Exchange, including obligations owed by virtue of the positions held by us or another of our customers.

接管权。您同意我们，在不受您或其他人的相反利益影响下，可以将您存给我们的保证金的抵押利益赋予中介经纪市场或交易所，以应付我们对其的责任。这些责任可能是从我们的或其他顾客的头寸衍生。

- 17.8 **Power of sale.** If an Event of Default occurs, we may exercise the power to sell all or any part of the Margin. The restrictions contained in Sections 93 and 103 of the Law of Property Act 1925 shall not apply to this Customer Agreement or to any exercise by us of our rights to consolidate mortgages or our power of sale. We shall be entitled to apply the proceeds of sale or other disposal in paying the costs of such sale or other disposal and in or towards satisfaction of the Secured Obligations.

出售权益。如有违约情况发生，我们可能行使出售权去出售部分或全部保证金。1925 产业法第 9 3 条跟 1 0 3 条，并不约制本协议或我们的出售权或我们行使综合各抵押的权利。我们有权以出售或其他处置方法所之利益支付与出售或其他处置方法所衍生的成本，直到利益保障被完全满足。

- 17.9 **General lien.** In addition and without prejudice to any rights to which we may be entitled under this Customer Agreement or any Applicable Regulations, we shall have a general lien on all property held by us or our Affiliates or our nominees on your behalf until the satisfaction of the Secured Obligations.

普通扣押权。除在不抵触我们在本协议及任何有关法律之中的任何权益下，我们另外拥有对任何以您的名义存于我们或我们的关连公司或我们的受托人的资产的普通扣押权，直到利益保障被完全满足。

- 17.10 Any action taken by us in connection with or pursuant to a CFD or Rolling Spot Forex Contract or other Transaction by us at a time at which any Event of Default specified in clause 22 of this Customer Agreement has occurred (whether or not we have knowledge thereof) shall be entirely without prejudice to our right to refuse any further performance thereafter, and shall not in any circumstances be considered as a waiver of that right or as a waiver of any other rights of ours should any such Event of Default have occurred.

在我们知情或不知情之情况之下，如有据本协议第二十二项条例所指任何违约行为发生，而我们于该时间就差价合约、延展即期外汇或其他我们可能提供的交易所作出行为，该行为将不抵触我们有不再履行合约义务的权利，亦不代表代表我们放弃该权利或其他权利。

18. ORDERS AND CONFIRMATIONS 下单和函证

- 18.1 **Placing of instructions.** You agree FOREX.com UK may on your instructions purchase and sell physically settled and cash settled CFD's, Rolling Spot Forex Contracts and Commodities on a spot or rolling basis with you. Unless otherwise agreed by us Orders for execution of Transactions between you and us are to be given to us electronically through Trading Systems or where there is a system failure by telephoning us.

发出指示。您同意 FOREX.com UK 有权可以就您的指示以即期和延展方式，买卖实货交收和现金交收的差价合约，延展即期外汇和期货。除非经我们同意之另外协议，您将会透过电子交易系统跟我们下单或在加以系统失灵时透过电话下单。

- 18.2 **Communication of Orders.** Orders by telephone will only be accepted by FOREX.com UK during specified hours which will be notified to you from time to time. When you place an Order by telephone, you can do so only by talking directly to a broker of FOREX.com UK. No message may be left, and no Orders may be placed using answer phone or voicemail facilities or by facsimile. All telephone calls are recorded for the purposes of fraud prevention and quality control and by agreeing to these terms and conditions you agree to such recordings.

下单的传达。FOREX.com UK 只会在不时通知您的特定时间接受电话下单。当您致电 FOREX.com UK，您只可直接向 FOREX.com UK 的经纪口头下单。您将不可以留口信。而且您不可以透过传呼中心或留言设施或传真下单。所有电话下单指令将会被录音以防止诈骗行为和作出服务素质管理。您对本协议之同意等同同意录音安排。

- 18.3 FOREX.com UK makes no warranty, express or implied, that the bid and offer prices quoted on FOREX.com UK Trading Systems represent the prevailing market prices. Our quoted prices may reflect, at our discretion, market volatility or additional costs and charges which may result in an increase in the Spread as well as per Transaction or per-lot Commission.

对交易系统所报的买卖价是否市场上现行交易价，FOREX.com UK 并不作出任何明示或暗示的担保。我们所报价格可能包含我们单方面因就市场波动、额外成本 / 收费而拓阔的点差、每次交易的收费或佣金。

- 18.4 If your Account is set up as a Joint Account, FOREX.com UK is authorised to act on the instructions of any one owner, without further inquiry, with regard to trading in the Account and the disposition of any and all assets in the Account.

如您开的是联合账户，您授权 FOREX.com UK 执行任何一个帐户拥有人的交易和任何 / 所有资产提取及买卖指示，而无需作任何额外查询。

- 18.5 FOREX.com UK may, at its discretion refuse to accept any Order from you but will notify you of any such refusal, without giving any reasons, promptly following receipt of your instructions. FOREX.com UK may cancel any instructions previously given by you provided that FOREX.com UK have not acted on your instructions. Without prejudice to the generality of the foregoing FOREX.com UK reserves the right to limit the number of open positions that Customer may enter or maintain in Customer's Account. FOREX.com UK reserves the right, in its sole discretion, to refuse to accept any Order opening a new position or increasing an open position. Acceptance of your Order will be evidenced by FOREX.com UK's confirmation of that Order. The validity of any Order shall not, however, be affected by any failure or delay in such Order being confirmed. Acceptance of any Order does not constitute any acknowledgment agreement or representation that your Initial Margin or Margin requirement in respect of the Order or your existing Order is satisfied.

FOREX.com UK 可能单方面拒绝接受任何您的下单，并会在没提供拒绝原因下，尽快在收到您的下单指示后通知您有关消息。FOREX.com UK 取消任何您已给但未执行的指示。在不抵触上述条款的普及性的前提下，FOREX.com UK 保留限制客户可进入的新头寸和现有头寸的数目。FOREX.com UK 单方面保留拒绝接受新头寸或增加现有头寸数目的下单。FOREX.com UK 将以函证来表示接受您的下单。但任何下单的有效性，并不因发出函证或延迟发出函证而影响。您的下单被接受不代表任何与该下单或现有下单有关的初始保证金或保证金要求已被满足的确认协议或表示。

- 18.6 **Regulated Market.** You acknowledge and agree that by executing the Customer Account Application that you have given us your prior express consent to execute all Orders outside a regulated market or multi-lateral trading facility (as such terms are defined by FSA Rules.)

受规管市场。您在账户申请表上的签处代表您确认并接受，您已经赋予我们提前明示去执行所有在受规管市场外或多边交易场所的下单。（某些字词于 FSA 规则有特定含义）

- 18.7 **Confirmation of Orders and Account Statements.** We may send you confirmations and account statements electronically or provide you with online access to confirmations and account statements stored on your FOREX.com UK website Account. You must notify us in writing if you wish to receive confirmations in hard copy rather than electronically. Each confirmation will, in the absence of a Manifest Error, be conclusive and binding on you, unless we receive any objection from you in writing within two Business Days of the date of the relevant confirmation or we notify you of an error in the confirmation within the same period.

函证和月结单。我们可能通过电邮发出您的函证和月结单或为您将函证和月结单储存在您的 FOREX.com UK 网上账户内，供您阅读或下载。如您希望接收邮递函证，您必须以书面形式通知我们。在缺乏明显错误下，每一份函证将被视作俱决定性和对您有约束性，除非我们在相关函证日期的两个工作天内收到您书面形式的反对或我们在同一期间内通知您该函证有错误。

- 18.8 **Intermediate brokers and other agents.** We may, at our sole and absolute discretion, arrange for any Transaction to be effected with or through the agency of an intermediate broker, who may be an Affiliate of ours, and may not be in the United Kingdom. Neither, we nor our respective directors, officers, employees or agents will be liable to you for any act or omission of an intermediate broker or agent. No responsibility will be accepted for intermediate brokers or agents selected by you.

代理商和其他中介。我们可能单方面安排任何交易与或透过一个可能是我们的相连公司的中介经纪的代理人在英国之外进行。我们，我们的董事，主任，员工或代理人并不会对中介经纪或代理人的任何行为或遗漏对您有任何责任。

- 18.9 **No Best Execution Obligation.** We will deal with you as principal in relation to any Orders and we will not act as your agent or otherwise act on your behalf in relation to any Orders. Rather, we provide you with price quotes and you may place Orders on the basis of those price quotes. Accordingly, while we seek to ensure that our quotes are price competitive we do not owe you any obligation of best execution and do not agree to obtain the best possible price for you. In this regard, we are not obliged to comply with the FSA Rules on best execution.

无最佳执行责任。我们将以合约主体之身份跟您进行任何相关交易，而我们不会以您的代表人或其他去为您进行任何下单。相反，我们会向您提供报价服务，而您可以因就这些报价去下单。相应地，当我们寻求保证报价的竞争性，我们对您并没有最佳执行责任或为您寻找最佳价格。对此，我们并不遵守 FSA 规条中的最佳执行责任。

- 18.10 **Aggregation of orders.** We may combine your Order with any Orders of our own and Orders of other customers. By combining your Orders with those of other customers we must reasonably believe that this is in the overall best interests of our customers. However, on occasions aggregation may result in you obtaining a less favourable price. Where we aggregate your Order with Orders of other customers, you agree that allocation of the investments concerned may be done within a period of five Business Days after the Order has been filled. Where an Order for a particular customer has been aggregated with Orders for another customer, we will take great care to ensure a fair allocation of Investments available across those Orders. Where there is an insufficient quantity of Investments available to fill all Orders any allocation undertaken by us will be:

多项下单综合。我们可能将您的下单与我们的和其他客户的下单综合。如综合您的跟其他客户的下单，我们必须合理地相信这样的行为符合我们的客户的整体利益。但是，有些情况下，您可能接收到比较不利的价格。当我们综合您的和其他客户的下单，您同意相关投资分派可能是在交易完成后五天内进行。当一个客户的下单跟别的客户下单综合在一起，我们会关注可利用的投资分派方式对所有下单的公平性。在没有足够投资去满足所有下单的情况下，我们可能用下列的分配方法：

- (a) completely even across all interested parties;
完全平分；
- (b) take account of the time of receipt of an Order such that Orders are allocated in due turn; or
就下单时间先后作出分配；或
- (c) take account of the size of each Order with allocation being in proportion to the relative Order sizes.
就账户大小做出合比例的分配。

19. CLOSE-OUT AND NOVATION OF OPPOSING CONTRACTS 抛售相反合约和为相反旧合约进行替代

- 19.1 In general, to close any Rolling Spot Forex or CFD Contract in whole or in part you must enter into a second Rolling Spot Forex or CFD Contract in relation to the same currency pair and Value Date as the first Rolling Spot Forex Contract or CFD but you must sell if the first Contract was a purchase and you must purchase if the first Contract was a sale. The first Rolling Spot Forex or CFD Contract will be closed to the extent of the Rolling Spot Forex Contract or CFD size of the second Rolling Spot Forex or CFD Contract Transaction. Where there is more than one open Contract with the same characteristics the Contract opened earliest will be closed first. Additionally, should the trading platform(s) allow for “hedging” (an account being long and short the same Rolling Spot Forex or CFD position in the same account) or close out by the customer on a “Special Instruct” basis (customer identifies position(s) to be closed out), the customer will be responsible for closing open position(s) on a special instruct basis. Close-out and novation of opposing contracts policies and procedures are subject to change in our absolute discretion and will be notified to you when such change is made.

通常为任何部分或全部延展未结即期外汇头寸或差价合约平仓，您必须进入第二份拥有相同的价值日和同样外汇配对的延展未结即期外汇头寸或差价合约，但如您第一份头寸是买回来的，您必须进行卖的交易；如您第一份头寸是卖出去的，您必须进行买的交易。当您有多项相同的头寸，先进入的会被先平仓。此外，如交易平台容许对冲，（即在同一账户内同时存有买及卖的未平仓延展即期外汇头寸或差价合约）或容许客户以特定指示形式平仓，（即客户指定为某一头寸平仓），客户将会有责任以特定指示形式为未平仓头寸平仓。

20. CLIENT MONEY 客户存款

- 20.1 Any money received by FOREX.com UK in respect of your Account with FOREX.com UK shall be treated as “Client Money” in accordance with the then applicable FSA’s Client Money Rules except where you transfer full ownership of money to FOREX.com UK for, amongst other things, the purpose of securing or otherwise covering present or future, actual or contingent or prospective obligations, such as margin, in which circumstances such money will not be regarded as Client Money.

任何 FOREX.com UK 从您收到的存款将依当时相关的 F S A 顾客存款规条被当作客户存款，除非您在某些情况下将所有权完全转让给 FOREX.com UK，这些情况包括担保或应付现有或将来、实有或可预期或将发生的责任，例如保证金。在这些情况下，该存款并不会被视为顾客存款。

- 20.2 In relation to Client Money unless you notify us in writing or otherwise, we may hold Client Money in a Client bank account opened with an approved bank in the United Kingdom or in the United States. Your Client Money may therefore be held in the United States and in such circumstances the legal and regulatory regime applying to the approved bank with which you bank account is opened is different from that of the United Kingdom.

相对客户存款，除非您以书面形式通知我们，我们可能将客户存款存于一所位在英国或美国的被批准的银行里的一个客户银行账户内。您的客户存款可能存在美国，在这情况下，该被批准及您的户口所在的美国银行所受之相关的法律和监管政权可能和英国的法律和监管政权不同。

- 20.3 In respect of clause 20.2(a) we will request that the applicable bank provide the acknowledgement required by FSA’s Rules provided that in the case of a Client bank account in the United Kingdom, if the bank does not provide such acknowledgement within 20 business days after we have dispatched the notice, we will (a) notify you of such fact and (b) withdraw all money standing to the credit of the account and deposit it in a Client bank account with another bank as soon as possible. Unless specifically agreed to the contrary we will not pay you interest on Client Money or any other unencumbered funds.

就第 20.2(a) 项条款，我们将要就相关处于英国的客户银行提供依 FSA 规条的确认。如银行未能在 20 日内提供此确认，我们会 1) 通知您相关情况 2) 提出所有存款，并尽快将款项存入另一所银行。除非按其他特定同意，我们将不会付与您客户存款或未保留余额利息。

- 20.4 Unless you notify us in writing or otherwise, we may pass on Client Money or allow another person, such as an exchange, a clearing house or an intermediate broker, to hold or control Client Money where we transfer the Client Money (a) for the purposes of a transaction for you through or with that person; or (b) to meet your obligations to provide collateral for a Transaction (e.g. an initial margin requirement for a derivative transaction).

除非您以书面通知我们，我们可能转调客户存款以(a) 为您与该接受转账者进行交易；或(b) 以应付您的交易保证金责任（例如衍生交易的初始保证金），我们可能将客户存款转调或容许其他人，例如交易所，结算机构或中介经纪公司持有或控制。

- 20.5 You consent to us releasing any Client Money balances, for or on your behalf, from client bank accounts and for us to treat as Client Money any unclaimed Client Money balance where:

您同意我们可以为您或以您的名义从客户银行发款和我们将未被领取的客户存款是作客户存款，当：

- (a) we have determined that there has been no movement on your balance for a period of six years (notwithstanding any payments or receipts of charges, interest or similar items); and

我们确定您的账户余额在六年内并没有活动（付账，存款，收/支利息或其他同类活动除外）；又，



- (b) we have written to you at your last known address informing you of our intention of no longer treating that balance as Client Money, giving you 28 days to make a claim, provided we:

我们以书面投递形式去信您的最后所知地址通知您，我们将不会继续以客户存款看待您的存款，并给您 28 日限期去提款，我们将会：

- (i) shall make and retain records of all balances released from your Client bank accounts; and
制做和保存所有从您的客户银行账户转出的存额的记录；和
- (ii) undertake to make good any valid claims against any released balances.

履行任何对未发放存款的有根据的要求。

21. REPRESENTATIONS, WARRANTIES AND COVENANTS 表示、保证和契约

21.1 **Representations and warranties.** You represent and warrant to us on and as of the date this Customer Agreement comes into effect and on and as of each date on which any Transaction is outstanding, as follows:-

21.2 **表示和保证。** 您在本协议生效日当天及就每一个交易未完成日为当日作以下表示和保证： -

- (a) if you are an individual that you are of sound mind, legal age and legal competence;

如您代表个人，您头脑清醒，已达法定年龄和有法律能力；

- (b) regardless of any subsequent determination to the contrary, you are suitable to trade complex financial instruments, CFDs and Rolling Spot Forex Contracts and that you are aware of the risks involved with such transactions. Additionally, we may at our sole discretion, require you to have either: (x) effected Transactions of the type to be executed with FOREX.com UK under this Agreement for at least six (6) months; or (y) you agree to trade on Demo Trading System available to you on the FOREX.com UK website., FOREX.com UK may, in its sole discretion, decline to permit any real trades to be effected in your Account until you have, in FOREX.com UK's sole judgment, satisfactorily traded on the Demo Trading System;

无论任何以后相反的结果，您合适进行复杂的金融产品、差价合约及延展即期外汇交易和您认知以上产品的相关风险。此外，我们可能当方面要求您：(x) 和 FOREX.com UK 就本协议所包含的种类，进行 6 个月的交易；或 (y) 您同意在 FOREX.com UK 向您提供的模拟交易系统交易，在 FOREX.com UK 单方面满意您在模拟交易系统之中的表现之前，FOREX.com UK 可以单方面拒绝容许您在您的账户进行任何真实交易。

- (c) you are willing and financially able to sustain a total loss of funds as a result of engaging in Transactions;

您愿意并有能力抵受交易带来的完全金钱损失。

- (d) you are not a citizen and/or legal resident of the United States;

您不是美国公民或合法居民；

- (e) you have all necessary authority, powers, consents, licences and authorisations and have taken all necessary action to enable you lawfully to enter into and perform this Customer Agreement and such Transaction and to grant the Security interests and powers referred to in this Customer Agreement;



您有所有所需权力、能力、认同、执照和授权，又已执行所有所需的行动以合法地进入和执行本协议、交易和赋予保证利益和权力。

- (f) where applicable, the person or the persons entering into this Customer Agreement and each Transaction on your behalf has or have been duly authorised to do so;

在相关的情况下，为您而进入本协议和每一项交易者，都有被正式授权。

- (g) this Customer Agreement, each Transaction and the obligations created under or in connection with them both are binding upon you and enforceable against you in accordance with their terms (subject to applicable principles of equity) and do not and will not violate the terms of any regulation, order, charge or agreement by which you are bound or which you or any of your assets are subject;

本协议、每一项交易和每一项从上述两者衍生的责任，于您有约束力，而且在没有抵触任何您或您的资产可能必需遵守的规条、指示、抵押或协议下，可以对您依就相关条款强制执行（必须在公平的前提下执行）。

- (h) no Event of Default or any event which may become (with the passage of time, the giving of notice, the making of any determination or any combination of the above) an Event of Default (a “Potential Event of Default”) has occurred with respect to you or any Credit Support Provider;

于您或任何信贷机构，没有违约事项或任何事项将成为违约行为发生。

- (i) unless you have informed us otherwise in writing you act as principal and sole beneficial owner (but not as trustee) in entering into and performing this Customer Agreement and each Transaction;

除非您以书面形式通知我们，您将以合约主体和唯一权益拥有人身份（但不是受托人）进入和履行本协议和每一项交易。

- (j) all details supplied on your Customer Account Application as well as any other information which you provide or have provided to us in respect of your financial position or other matters is accurate, complete and not misleading;

就您于账户申请表中向我们提供的，与您的财务状况或其他有关的资料，属准确、完整和不误导。

- (k) except as otherwise agreed by us, you are the sole beneficial owner of all Margin you transfer under this Customer Agreement, free and clear of any security interest whatsoever other than a lien routinely imposed on all Securities in a clearing system in which such Securities may be held; and

除非我们同意，您是就本协议所转帐的保证金的唯一的权益拥有人，而没有其他保障利益，除了结算系统中经常强制于在其系统中的股票扣押权。

- (l) if you are not resident in the UK, you are solely responsible for ascertaining whether any Transaction entered into under this Customer Agreement is lawful under applicable laws of the jurisdiction of your residence.

如您并不是英国居民，您独有责任去查证就本协议所进行的交易于您的所在地是否合法。

21.3 **Covenants.** You covenant and agree with us, as follows:

您跟我们制定的契约和达成的共识，如下：

- (a) you will at all times obtain and comply, and do all that is necessary to maintain in full force and effect, all necessary authority, powers, consents, licences and authorisations to (i) enable you to lawfully perform this Customer Agreement and each Transaction and (ii) without limiting the generality, interests and powers referred to in this Customer Agreement referred to in this clause;

您会在所有时候索取和遵守，进行所有所需行为去保持绝对及有效的所需权力、能力、认同、执照和授权以 (i) 容许您去合法的进行本协议及每一项交易和 (ii) 没有设限此条款于本协议之下所指的普及性、利益和权力。

- (b) you will promptly notify us of the occurrence of any Event of Default or Potential Event of Default with respect to you or, where applicable, any Credit Support Provider;

您会及时通知我们有关任何与您或，如适用，信贷机构的违约行为或可能违约行为的发生。

- (c) unless you have informed us otherwise in writing, you will at all times act as principal and sole beneficial owner (but not as trustee) in performing this Customer Agreement and in entering into and performing each Transaction;

除非您以书面形式通知我们，您将在所有时候，以合约主体身份和唯一权益拥有人身份（但不是受托人）履行本协议和进入及旅行每一项交易。

- (d) you will promptly notify us if (i) you become aware of any detail supplied on your Customer Account Application or any other information provided to us in respect of your financial position or other matters being inaccurate, incomplete or misleading when supplied or provided or (ii) any such detail or information subsequently becomes inaccurate, incomplete or misleading;

出现如下情况，您会即时通知我们：(i)您得悉任何有关您的账户申请表中的细节或提供给我们的其他关于您的财政状况或其他情况的信息有误、不完整或有误导性时(ii)任何诸如此类的细节或信息今后会变得不准确、不完整或有误导性时；

- (e) you will at all times use all reasonable steps to comply with all Applicable Regulations in relation to this Customer Agreement and any Transaction; and

您将始终采取正规合理的方式遵守与本客户协议及任何交易有关的一切适用条例以及

- (f) upon demand, you will promptly provide us with such information as we may reasonably require or request in relation to any of the matters referenced in this clause 21 or, without limiting the generality of the foregoing, to ensure compliance with any Applicable Regulation.

根据需要，您将及时为我们提供我们就条款 21 中涉及的任何事宜提出合理的要求或请求而提供资讯，在不影响前述规定的一般性的前提下，确保我们遵守任何适用条例。

22. EVENTS OF DEFAULT 违约行为

22.1 If at any time: 如在任何时候:

- (a) you fail or, where applicable, any Credit Support Provider fails, to comply fully and by the required time with any obligation to make any payment when due under this Customer Agreement or to make or take delivery of Margin or any other property or asset under or in connection with this Customer Agreement or any Transaction;

您或在适用情况下，任何信用支持提供人未能完全遵守并未能在本协议要求的时间内履行按时付款的义务或履行缴纳或接收与本客户协议或任何交易相关的保证金或其他财产或资产的义务；

- (b) we have reasonable grounds to believe that (i) you are or, where applicable, any Credit Support Provider is, in breach of any covenant or agreement set out in this Customer Agreement or, where applicable, any related Credit Support Document or (ii) any representation or warranty made by you or, where applicable, any Credit Support Provider in this Customer Agreement or, where applicable, in any related Credit Support Document, or otherwise with respect to or in connection with any Transaction, is or was untrue, false or misleading when made, repeated or deemed to be made or repeated;

我们有合理的理由相信：(i)您或者在适用情况下，任何信用支持提供方有任何违背本客户协议中订立的契约或协议的行为或者，在适用情况下，任何相关的信用支持文件或(ii)您做出的任何表示或保证或者，在适用的情况下，本客户协议中的任何信用支持提供方或者，在适用的情况下，在任何相关的信用支持文件里，或者其他与任何交易有关或有联系的地方现在或过去在提供或引述时或被视为提供或重复时是不真实的、错误的或误导性的；

- (c) any action is taken or any event occurs, in each case which we believe might have an adverse effect upon your ability to perform any of your obligations under or in connection with this Customer Agreement or any Transaction;

任何的行为或状况发生，无论哪一个被我们认定可能对您履行本客户协议或任何交易或有关的义务的能力造成负面影响时；

- (d) we believe that doing so is necessary or desirable to prevent or address what might be a violation of the Act or any other Applicable Regulation or to ensure that good market practice is followed;

我们认为有需要或必要采取如此行动以阻止或应付违反相关条例或违反其他规则之处或为了保证建立良好的市场规范时；

- (e) we believe that doing so is otherwise necessary or desirable for our own protection, whether from the perspective of financial exposure, reputational risk, or otherwise;

我们认为有需要或必要采取如此的行动进行自我保护时，无论从金融风险、口碑风险或其他角度来考虑；

- (f) you die, become or are adjudged to be of unsound mind, are or become unable to pay your debts as they fall due, are or become bankrupt or insolvent within the meaning of any Insolvency Law, any indebtedness of yours or, where applicable, any Credit Support Provider is not paid on the due date therefore or is or becomes subject to being declared due and payable under any agreement or instrument evidencing or governing such indebtedness before it would otherwise have been due and payable, any suit, action or proceeding is commenced for any execution, any attachment or garnishment, or distress against, or an encumbrancer takes possession of, all or any part of the property, undertaking or assets (tangible and intangible) of you or, where applicable, any Credit Support Provider;

您死亡，变为或被诊断为精神失常，无能力或变得没有能力按期偿还债务，破产或沦为破产或被《破产法》定为破产的，您的任何债务或，在适用情况下，任何信用支持提供方的债务未能按时支付的或者在任何协议或证据下被宣告债务到期或在债务到期之前被宣告负责这些债务的，任何诉讼，任何开始执行的行为或过程、任何扣押债权，或者负担权益人占有您或在条例适用的情况下任何信用支持提供方的全部或部分财产、事业及资产(有形及无形)的；

- (g) you are or, where applicable, any Credit Support Provider is dissolved, or, if your or any such Credit Support Provider's capacity or existence is dependent upon a record in a formal register, such registration is removed or ends, any proceeding is commenced seeking or proposing your dissolution, removal from such a register or the ending of such a registration, or you take or, where applicable, any Credit Support Provider takes any corporate or other action in preparation or furtherance of any of the foregoing;

您，或者在适用情况下，任何信用支持提供方被解散，或者，您或任何信用支持提供方的身份或存在依赖于正式登记的记录，而此类登记被删除或终止，或您的身份正在解除或提议解除的过程中，或正由此类登记中删除或终止，或您或在条例适用的情况下，任何信用支持提供方采取了其他行动以准备或促进任何前述规定；

- (h) you commence or, where applicable, any Credit Support Provider commences a voluntary case or other procedure (i) seeking or proposing liquidation, reorganisation, an arrangement or composition, a freeze or moratorium, or other similar relief with respect to you or your debts or, where applicable, any Credit Support Provider or its debts under any Insolvency Law or (ii) seeking the appointment of an Insolvency Officer with respect to you or any substantial part of your assets or, where applicable, any Credit Support Provider or any substantial part of its assets, or you take or, where applicable, any Credit Support Provider takes any corporate or other action in preparation or furtherance of any of the foregoing;

您开始或在适用情况下，任何信用支持提供方开始在自动或其他程序下(i)寻求或准备清算、重组、协议或和解，冻结或延期偿付，或在任何破产法下有关您或您债务或在适用情况下，任何信用支持提供方或其债务的其他类似手段或(ii)寻求破产官员的邀约有关您或您任何俱重要性的财产或者，在适用情况下，任何信用支持提供方或其任何俱重要性的财产，或您或在条例适用的情况下，任何信用支持提供方采取了其他行动以准备或促进任何前述规定；

- (i) an involuntary case or other procedure is commenced against you or, where applicable, any Credit Support Provider (i) seeking or proposing liquidation, reorganisation, an arrangement or composition, a freeze or moratorium, or other similar relief with respect to you or your debts or, where applicable, any Credit Support Provider or its debts under any Insolvency Law or (ii) seeking the appointment of an Insolvency Officer with respect to you or any substantial part of your assets or, where applicable, any Credit Support Provider or any substantial part of its assets;

针对你或在适用情况下，任何信用支持提供方的非自愿情况或其他程序 (i) i)寻求或准备清算、重组、协议或和解，冻结或延期偿付，或在任何破产法下有关您或您债务或在适用情况下，任何信用支持提供方或其债务的其他类似手段或(ii)寻求破产官员的邀约有关您或您任何俱重要性的财产或者，在适用情况下，任何信用支持提供方或其俱重要性的财产；

- (j) you disaffirm, disclaim or repudiate or, where applicable, any Credit Support Provider or any Insolvency Officer acting on behalf of either you or any Credit Support Provider disaffirms, disclaims or repudiates any obligation under or in connection with this Customer Agreement, any Transaction or, where applicable, any related Credit Support Document;

您否认、抗议或否定或，在适用情况下，任何信用支持提供方或任何破产官员以您或者任何信用支持提供方的名义否认、抗议或否定本客户协议及其有关的任何责任与义务或任何交易或在适用情况下，任何有关的信用支持文件；

- (k) any charge, security interest or lien created, purported to be created or otherwise contemplated by this Customer Agreement fails or ceases to be effective as such charge, security interest or lien to secure the performance of the Secured Obligations and otherwise for our benefit;

任何形成或据说形成或受本客户协议约束的扣押权、担保物权或抵押权或未能生效或效力终止的，而不能提供扣押权、担保物权或抵押权以确保安全履行职责或为让我们受益；

- (l) any Credit Support Document expires or ceases to be in full force and effect, unless otherwise agreed by us in a formal writing; or

任何信用支持文件超过有效期或以充分效力终止，除非经过我们书面同意；或者

- (m) any actual or potential default, event of default, termination or similar event (however described) occurs in relation to you or, where applicable, any Credit Support Provider under any other agreement or instrument between us or issued or delivered to us;

在任何其他协议或我们之间订立的文件或签发或交付我们的文件下有关您或在适用情况下，任何信用支持提供方发生的任何实质或潜在违约，违约行为，终止或类似事件（不论实际称谓如何）；

then, in each such case, we may (but we will not be obliged to) exercise any or all of our rights and remedies set out in clause 22.2.

在以上所有情况下，我们可能（但非一定）根据第 22.2 项条款中行使我们的任何或所有的权利及索偿方法。

- 22.2 Upon occurrence of an Event of Default we may by notice specify a date for the termination of any or all outstanding Transactions, except that the occurrence of an Event of Default of a type specified in subparagraph (f), (h), (i) or (j) of clause 22.1 will result in the automatic termination of all outstanding Transactions. If any or all outstanding Transactions are terminated pursuant to the preceding sentences, we will be entitled, without prior notice to you and without limitation of any other rights or remedies we may have under this Customer Agreement or otherwise, to take any or all of the following actions:

违约行为发生后，我们可能通知您确定一个终止任何或全部未完成交易的时间，只是符合条款 22.1 的(f), (h), (i) 或 (j)中列明的违约行为的情况将导致所有未完成交易自动终止。如果任何或全部未完成交易根据上述语句决定，我们将有权在未事先通知您的情况下以及在不受本客户协议下我们可能拥有的其他权利或赔偿限制的情况下采取任何或全部以下措施：

- (a) instead of returning to you assets equivalent to those credited to your Account, to pay to you the fair market value of such assets at the time such termination is effective;

预期退还与您账户中所存资产等值的资产，取而代之支付您该些资产于终止行为生效时的合理市场价值；

- (b) to sell or otherwise liquidate, or to cause to be sold or otherwise liquidated, any or all of your Securities or Collateral (whether or not constituting Margin) in our possession or in the possession of any nominee or third party appointed under or in connection with this Customer Agreement, in each case as we may in our sole and absolute discretion select and at such price or prices, at such time or times and in such manner as we in our sole and absolute discretion think fit (without being responsible for any diminution in price or other loss), in order to realise funds sufficient to cover any amount due by you to us, including any and all costs related to the sale or other liquidation, which will be borne by you;

出售或清算，或导致出售或清算在本协议下任何由我们或受托人或第三方持有的部分或全部股票或抵押物（无论是否构成保证金的一部分），在每种情况下我们选择及指定我们单方面认为合适的价

格、时间及方式（我们对价格降低或其他损失没有责任），目的是为了获得足够的资金以弥补您的欠款，包括任何或全部将由您承担的有关销售或其他清算的成本；

- (c) to treat any or all Transactions then outstanding as having been repudiated by you, to close out, replace or reverse any or all such Transactions, to buy, sell, borrow or lend any Reference Asset, to enter into any other Transaction or to take, or refrain from taking, such other action, all at such price or prices, at such time or times and in such manner as we in our sole and absolute discretion consider necessary or appropriate to cover, reduce or eliminate our actual or potential loss or liability under or related to any of your contracts, positions or commitments;

将您任何或所有未完成交易当作您拒绝履行办，结算、取替或取消任何或所有此类交易，去买、卖、借取或借出任何参考资产，去进行任何交易或进行/不进行此类其他行为。我们有权单方面决定于任何价格，时间或方式去进行上述我们认为必须或合理的行为，以应付、减少或消除我们的实际或潜在损失或与任何与您的合约、头寸及承诺有关的负债；

- (d) to make a claim under, enforce, or exercise any other right or remedy under or in connection with, any Credit Support Document;

提出要求、执行或行使任何信用支持文件下或与其有关的任何其他权利或索偿方法；

- (e) to enforce any charge, security interest or lien created or otherwise contemplated by this Customer Agreement or to exercise our right of set-off provided in this Customer Agreement or any other right of set-off or similar right we may have, whether as a matter of contract, under common law, or otherwise; or

执行任何本客户协议制定或有考虑到的扣押权、担保物权或抵押权或行使我们在本客户协议下订立的抵消权利或任何其他抵消权利或我们其他类似的权利，无论衍生自合约、普通法或其他，或

- (f) to close any or all of your Accounts.

结束您任何或全部账户。

- 22.3 We will not lose any of our rights or remedies under or referenced in this clause 22 by reason of any failure or delay on our part in exercising them, and no such failure or delay will constitute a waiver of any such right or remedy. Under no circumstances will we be under any obligation to exercise any such right or remedy or, if we do exercise any such right or remedy, to do so at a time or in a manner that takes into account your interests or is otherwise beneficial to you.

即使我们未能或延迟行使我方的权利或索偿方法，我们不会丧失条款 22 下或以其为依据的任何的权利或索偿方法，此外，未能履行或延迟并不代表我们放弃任何权利或索偿方法。我们没有责任必须要行使任何的权利或索偿方法，而我们如果要行使这些权利或索偿方法，我们不须考虑到您的利益或在对您有利的情况下行使这些权利或索偿方法。

- 22.4 Any action taken or not taken by us in connection with or pursuant to any Transaction at any time after the occurrence of any Event of Default (whether or not we have knowledge of such event) will be entirely without prejudice to our right to take or not take any similar action or to refuse to take any further action at any time thereafter, and does not in any circumstances constitute as a waiver of that right or any other rights or remedies of ours should any such Event of Default have occurred.

在任何违约行为发生以后（无论我们对此违约事件是否知情）的任何时间我们就任何交易采取或未采取的任何行为无损我们采取或不采取任何类似行为的权利或此后拒绝采取任何进一步行动的权利，并且，此类违约事件的发生，并不构成我方对上述或任何其他权利或索偿方法的放弃。

22.5 You agree to give us notice of any event of a type specified in clause 22.1 immediately upon becoming aware of its occurrence.

一旦您意识到发生了条款 22.1 下列明的任何情况，您将立即知会我们。

22.6 Notwithstanding anything in this Customer Agreement to the contrary, we will not be obliged to make any payment or delivery otherwise required to be made by us to you pursuant to or in connection with this Customer Agreement or any Transaction for as long as an Event of Default has occurred and is continuing.

即使本客户协议中有任何相反的条款，只要违约行为已经并仍在发生，我们没有义务就本协议或任何交易对您作出付款或交割。

22.7 Without limiting the generality of the foregoing provisions of this clause 22, FOREX.com UK will have the power in respect of any Collateral (other than in the form of cash) provided to us to secure your obligations and liabilities to FOREX.com UK under this Customer Agreement immediately and without prior notice to you, and without limiting our rights and remedies under any separate Collateral agreement or Credit Support Document or otherwise, to:

在不影响前述条款 22 规定的一般性的前提下，FOREX.com UK 将立即拥有以下、相关于您就本客户协议中对 FOREX.com UK 的责任及义务而提供给我们的抵押物品（除现金形式）的权力，亦不会事先通知您，且不限制我们在任何独立的抵押协议或信用支持文件下的权力和索偿方法：

(a) exchange all or any part of any Collateral into another form of Collateral acceptable to us as Collateral and/or into such currencies as we decide;

用任何抵押物的全部或任何部分交换为我们可以接受的其他形式的抵押品及/或交换为货币；

(b) sell or realise value from or exercise any right attaching to any Collateral as we may think fit and treat money as it were the proceeds of a sale or disposal;

在我们认为合适的情况下将任何抵押物变卖或变现或兑现抵押物附带的任何权利，并将收入作为销售或处理所得。

(c) enter into such contracts as we see fit in order to hedge, preserve, enhance or stabilise the relative value of any Collateral;

在我们认为合适的情况下为保证对冲、保留、增加或维持任何抵押物的相对价值而订立相应合约；

(d) apply all or any part of any cash assets in your Account or proceeds of realisation of Collateral to paying the costs of realisation as well as towards restoring the Collateral to the level we require or toward your Secured Obligations and pay any balance to you or other persons entitled to it;

利用您账户或抵押物变现所得的全部或部分现金资产偿还变现成本及保留抵押物至我们要求的水平或您的有担保债务及将余额部分偿还您或其他权利人。

(e) appoint a receiver and collect and receive all interest, dividends, other distribution, proceeds of repayment or redemption and other payments and receipts of, on or in respect of any or all of your assets; and

任命清盘人并搜集及接收您的任何或全部资产下或有关的全部利息、分红、其他所得、补偿所得或赔偿及其他收入；及

(f) generally exercise all rights and remedies of secured creditors under applicable law.

根据适用法律兑现有担保债权人的所有权利及补偿。

- 22.8 If at the time we exercise our rights any of your Secured Obligations are contingent in nature, then we may if we so decide convert a contingent obligation into a cash equivalent obligation and/or apply any Collateral and/or the proceeds realised from any Collateral as we consider necessary in our sole opinion to provide for the discharge or settlement of the Secured Obligations.

如果在我们兑现权利时，您的任何担保债务本质上属期待权，我们可能决定将期待权债务转为等值的现金债务及/或利用任何抵押物及/或任何抵押物的变现所得，如果我方单方面认为有必要以此清偿或结算担保债权。

- 22.9 These terms apply whether or not you enter into, or have entered into, a separate Collateral agreement with us.

无论您是否已经或正在与我们签订独立的抵押协议，这些条款均适用。

- 22.10 Statutory restrictions on the exercise by us of our power of sale over Collateral will not apply. You are not entitled to release our security interest over an item of Collateral by repaying an amount while leaving other items of collateral subject to our security interest. We retain our security interest over all Collateral until all Secured Obligations have been discharged or settled to our satisfaction.

关于我方行使抵押物销售权的法定限制不适用。您无权以偿还一定资金的形式解除我们对抵押物某一项的担保物权，而保留我们对抵押物其他项的担保物权。我们保留全部抵押物的抵押物权，除非全部担保物权以我们满意的方式清偿或结算。

- 22.11 Our rights and remedies under or referenced in this clause 22 will be in addition to any other rights or remedies we may have, whether as a matter of contract, under common law, or otherwise.

我们在本条款 22 下及据其享有的权利及补偿是我们拥有的其他权利及补偿的补充，无论是依据合约、普通法或其他。

23. **TERMINATION 协议的终止**

- 23.1 You may terminate this Customer Agreement at any time by giving at least 3 Business Days¹¹ prior written notice to us.

您可以随时终止本客户协议，但需至少提前 3 个工作日以书面形式通知我们。

- 23.2 We may terminate this Customer Agreement at any time by giving at least 10 Business Days¹¹ prior written notice to you, except that we may terminate this Customer Agreement immediately if you fail to observe or perform any provision of this Customer Agreement, upon the occurrence of any Event of Default, or at any time at which you have no open Transactions in your Account.

我方也可以随时终止本客户协议，但需至少提前 10 个工作日以书面形式通知您，但如果您未能遵守或履行本协议中的任何条款，构成了任何违约行为，或任何时间只要您的账户中没有持仓头寸，我们即可以立即终止本协议。

- 23.3 Termination will be without prejudice to accrued rights and remedies and the existence and enforceability of any open Transaction, which will remain open until closed in accordance with this Customer Agreement.

终止行为将无损于既得权利及补偿及任何持仓头寸的维持及执行，持仓头寸将根据本协议维持到被平仓时为止。

23.4 At any time after termination of this Customer Agreement, we may, without notice, close out any of your open Transactions.

本协议终止后，我们可能随时在不通知您的情况下将您的任何持仓头寸平仓。

23.5 Upon termination of this Customer Agreement, any and all amounts payable by you to us will become immediately due and payable, including:

本协议一旦终止，您需要支付给我们的任何或全部资金将变为即刻支付，包括：

(a) all outstanding Commissions, fees and other charges;

全部未结佣金、费用及其他款项；

(b) any losses incurred by us as a result of or in connection with such termination; and

终止行为所导致或与其有关的我方遭受的损失；及

(c) any losses and expenses realised in closing out any Transactions or settling or concluding outstanding obligations incurred by us on your behalf.

在将任何持仓头寸平仓或结算或履行未了解的义务时所产生的由我方待您承担的任何损失及费用。

23.6 Any and all provisions that by their terms or nature are intended to apply after termination of this Customer Agreement will survive such termination, and each Transaction that is open at the time of termination will continue to be governed by this Customer Agreement and any additional understandings or agreements between us in relation to such Transaction, in each case until any and all obligations in respect of such Transactions have been fully performed.

根据其时限或性质旨在本协议终止后适用的任何或全部条款将保持有效，而在终止时所有的持仓头寸将继续受本协议及任何两方订立的关于持仓头寸的额外协议及解释的制约，除非有关此类交易的任何或全部义务被充分履行。

24. MANIFEST ERRORS 明显错误

24.1 A “Manifest Error” means a manifest or obvious misquote by us, or any Market, Liquidity Provider or official price source on which we have relied in connection with any Transaction, having regard to the current market conditions at the time an Order is placed as determined by us. When determining whether a situation amounts to a Manifest Error, we may take into account any information in our possession, including information concerning all relevant market conditions and any error in, or lack of clarity of, any information source or announcement. We will, when making a determination as to whether a situation amounts to a Manifest Error, act fairly towards you but the fact that you may have entered into, or refrained from entering into, a corresponding financial commitment, contract or Transaction in reliance on an Order placed with us (or that you have suffered or may suffer any loss) will not be taken into account by us in determining whether there has been a Manifest Error.

“明显错误”是指我们出现的明显报价错误，或我们依赖的与任何交易有关的任何市场、清算方或官方价格来源，在下单时参考当前的市场环境而定。在判断一种情况是否属明显错误时，我们可能考虑我方所有的任何信息，包括有关所有相关市场的情况或任何信息来源或公告的错误，或任何信息来源或公告是否缺乏说明。我们在判断一种情况是否属明显错误时，将以公正的态度对待您，但是您已形成或未形成的事实，或相应的财政保证、合约或您与我们所下的定单交易将不考虑在内。

24.2 In respect of any Manifest Error, we may (but will not be obliged to):

出现任何明显错误时，我们可能（但不一定）：

- (a) amend the details of each affected Transaction to reflect what we in our sole and absolute discretion consider to be the correct or fair terms of such Transaction absent such Manifest Error; or

修改每一笔受影响的交易细节以反映根据我们的自行决定权认为在没有此明显错误下该是正确或公平条款，，或者

- (b) declare any or all affected Transactions void, in which case all such Transactions will be deemed not to have been entered into.

宣布任何或全部受影响的交易无效，从而让交易被视为未发生。

- 24.3 We will not be liable to you for any loss (including any incidental, indirect or consequential loss) you or any other person may suffer or incur as a result of or in connection with any Manifest Error (including any Manifest Error by us) or our decision to maintain, amend or declare void any affected Transaction, except to the extent that such Manifest Error resulted from our own willful default or fraud, as determined by a competent court in a final, non-appealable judgment.

我们不对您或任何其他他人因或关于任何明显错误（包括我方的任何明显错误）或我方决定维持、修改任何受影响的交易或宣告无效而可能遭受或导致的损失负责（包括任何偶然、间接损失），除非被有关法院终审裁决为此类明显错误是由我方蓄意欺骗或违约行为所致。

25. EXCLUSIONS, LIMITATIONS AND INDEMNITY 除外责任，限制及免责条款

- 25.1 **General.** Nothing in this Customer Agreement will exclude or restrict any duty or liability owed by us to you under Applicable Regulations.

一般原则。本客户协议不能排除或限制适用法规下我们对您的任何责任或义务。

- 25.2 **General exclusion.** Notwithstanding anything in this Customer Agreement (other than clause 25.1) to the contrary, neither we nor any of our Affiliates nor any of our or their directors, officers, employees or agents (collectively, “Protected Persons”), will be liable for any Loss (including any incidental, indirect or consequential Loss), whether arising out of negligence, breach of contract, misrepresentation or otherwise, incurred or suffered by you or any other person under or in connection with this Customer Agreement, any Transaction or any of our dealings with you (including any Order in respect of a Transaction not accepted by us), and irrespective of whether or not you or any other person have been informed of the possibility of such Loss, in each case except to the extent that such Loss arises directly from our own willful default or fraud, as determined by a competent court in a final, non-appealable judgment. Without limiting the generality of the foregoing, under no circumstances will any liability we may have to you extend to any loss of profits, loss of goodwill, loss of business opportunity or reputational damage. The foregoing will not, however, limit our liability for death or personal injury resulting from our negligence.

一般除外条款。即使本客户协议中（除条款 25.1）有任何相反的条款，我们或任何分支机构或我们或他们的任何主管、经理、员工或代理（所有的“被保护人”），不对任何损失负责（包括任何偶然、间接的损失），无论这些损失是否因过失、违约、误解引起或这些损失是您或任何其他人在本客户协议下、任何交易或任何我们与您的交易中（包括任何未被我方接受的交易定单）产生或遭受的，不论您或任何其他他人是否已被告知损失的可能性，除非被有关法院终审裁决为此类损失是由我方蓄意欺骗或违约行为所致。在不影响前述规定的一般性的前提下，我们对您的任何责任不会延伸至任何盈利损失、信誉损失、商机损失或名誉损伤。但是，前述规定并不影响我们对由我方失误造成的死亡或人员伤亡的责任。

- 25.3 If at any time you are unable, for whatever reason, to communicate with us, we do not receive any communication sent by you, or you do not receive any communication sent by us under this Agreement, we will not:

无论何时因何原因，您无法与我们沟通，我们没有收到由您发送的任何通知，或者您没有收到就此协议下我们发送的任何通知，我们将：

- (a) be responsible for any loss, damage or cost caused to you by any act, error delay or omission resulting therefrom where such loss, damage or cost is a result of your inability to open a Transaction; and

不负责因任何行为、错误延迟或忽略给您带来的任何损失、伤害或费用，而如此损失、损害或费用是因您无法交易造成的，以及

- (b) except where your inability to communicate with us results from our fraud, willful default or negligence, be responsible for any loss, damage or cost caused to you by any act, error, omission or delay resulting therefrom including without limitation, where such loss, damage or cost is a result of your inability to close a Transaction.

除非您无法与我们沟通是由我们的欺诈、蓄意欺骗或失误造成的，那样我们将对因任何行为、错误延迟或忽略给您带来的任何损失、伤害或费用负责，包括但不限于如此损失、损害或费用是因您无法结束交易造成的。

- 25.4 Access to the Trading Systems is provided “as is”. FOREX.com UK makes no warranties (express or implied), representations, or guarantees as to merchantability, fitness for any particular purpose or otherwise with respect to the Trading Systems, their content, any documentation or any hardware or software provided by FOREX.com UK. Technical difficulties could be encountered in connection with the Trading Systems. These difficulties could involve, among others, failures, delays, malfunction, software erosion or hardware damage, which difficulties could be the result of hardware, software or communication link inadequacies or other causes. Such difficulties could lead to possible economic and/or data loss. In no event will FOREX.com UK or its affiliates or any of their employees be liable for any possible loss (including loss of profit or revenue whether direct or indirect), cost or damage including, without limitation, consequential, unforeseeable, special or indirect damages or expense which might occur as a result of or arising out of using, accessing, installing, maintaining, modifying, deactivating or attempting to access the Trading Systems or otherwise. FOREX.com UK further reserves the right, in its sole discretion to unwind an executed Transaction or adjust the price of executed Transactions (including Transactions that have been confirmed or settled) to a fair market price if the Transaction was mispriced because of technical difficulties with the Trading Systems.

登录交易系统遵循“如是”原则。FOREX.com UK 对适用性、任何特殊目的的适宜性或由 FOREX.com UK 提供的交易系统、其内容、任何文件或任何软件、硬件不作任何保证（无论明示或暗示）。在接连交易系统时可能碰到技术故障。这些故障可能涉及失败、延迟、故障、软件或硬件损坏，可能由软件、硬件或通信连接不畅或其他原因导致。这些故障可能造成潜在经济损失及/或数据丢失。FOREX.com UK 及其分支机构或其任何员工不对任何可能的损失、费用及伤害负责（包括直接或间接盈利或收入损失），包括但不限于因或由使用、登录、安装、维护、修改、关闭或尝试登陆交易系统所导致的无法预见的、特殊的或间接伤害或费用。FOREX.com UK 保留进一步权利，如果因交易系统出现技术故障导致交易价格出现错误，将调查已执行交易或调整已执行交易的价格（包括已确认或结算的交易）至公平的市场价格水平。

- 25.5 Internet, connectivity delays, and price feed errors sometimes create a situation where the price displayed on the Trading Systems do not accurately reflect the market rates. The concept of arbitrage and “scalping”, or taking advantage of these internet delays, cannot exist in an over-the-counter market where the client is buying or selling directly from the market maker. FOREX.com UK not permit the practice of arbitrage on the Trading Systems. Transactions that rely on price latency arbitrage opportunities may be revoked. FOREX.com UK reserves the right to make the necessary corrections or adjustments on the Account involved. Accounts that rely on arbitrage strategies may at FOREX.com UK’s sole discretion be subject to FOREX.com UK’s intervention and FOREX.com UK’s approval of any Orders. Any dispute arising from such quoting or execution errors will be resolved by FOREX.com UK in their sole and absolute discretion.

网络、连接延迟及价格错误有时会导致交易系统里的报价不能准确地反映市场价格。套汇及“剥头皮”的理念，或者说利用这些网速延迟进行投机在场外市场中无法进行，因为客户直接从造市商那里买卖交易。FOREX.com UK 不允许在交易系统中进行套汇行为。依赖价格延迟而进行的投机交易可能被撤销。FOREX.com UK 保留对涉嫌账户进行必要修正或调整的权利。依赖于套汇策略的账户可能由 FOREX.com UK 单方面裁决，依赖于 FOREX.com UK 的干预及 FOREX.com UK 对任何定单的审批。任何由此类报价或执行错误产生的纠纷均由 FOREX.com UK 单方面自行裁决。

- 25.6 FOREX.com UK shall have no obligation to contact you to advise upon appropriate action in light of changes in market conditions or otherwise.

FOREX.com UK 没有义务联系您、在市场条件变化时或其他情况出现时给您合适的建议。

- 25.7 You agree to indemnify and hold FOREX.com UK, its Affiliates and any of their directors, officers, employees and agents harmless from and against any and all liabilities, losses, damages, costs and expenses, including legal fees incurred as a result of your breach of this Agreement or in connection with the provision of the services under this Customer Agreement to you provided that any such liabilities, losses, damages, costs and expenses have not arisen as a result of our negligence, fraud or wilful default.

您同意不追究 FOREX.com、其分支机构及高层管理人员、雇员、代理人的所有责任、损失、伤害和费用、包括由于您违约产生的或与本客户协议下对您的服务条款相关的律师费，只要这些责任、损失、伤害和费用不是因我们的失误、欺诈或蓄意欺骗所致。

- 25.8 **Trading losses.** For the avoidance of doubt, in no circumstances will we or any other Protected Person be liable or responsible to you for any losses you may incur or suffer as a result of entering into Transactions.

交易损失。毫无疑问，我们或任何其他受保护人不对您因交易而可能遭受或产生的任何损失负责。

- 25.9 **Tax implications.** Without prejudice to any other disclaimer or limitation of liability contained in this Customer Agreement, neither we nor any other Protected Person will have any liability or responsibility for any adverse tax implications of any Transaction.

税的解释。在不妨碍本客户协议中任何其他免责声明或责任限制的原则下，我们或任何其他受保护人没有责任和义务对任何交易税进行相反的解释。

- 25.10 **Changes in the market.** Without prejudice to any other disclaimer or limitation of liability contained in this Customer Agreement, neither we nor any other Protected Person will have any liability or responsibility by reason of any delay in accepting any Order placed by you or executing any Transaction or any change in market conditions.

市场变化。在不妨碍本客户协议中任何其他免责声明或责任限制的原则下，我们或任何其他受保护人没有责任和义务因任何延迟的原因接受您所下的任何定单或执行任何交易或任何市场条件变化。

- 25.11 **Force Majeure.** We may, in our reasonable opinion, determine that an emergency or an exceptional market condition exists (a “Force Majeure Event”), in which case we will, in due course, inform the appropriate regulatory authority and take reasonable steps to inform you. A Force Majeure Event will include, but is not limited to, the following:

不可抗力。我们可能，根据我方合理的观点，判定事件是否属于紧急事故或异常情况（即“不可抗力事件”），我们也将根据程序通知相关监管部门及按照正常程序通知您。不可抗力事件包括，但不限于以下几种情况：

- (a) any act, event or occurrence (including without limitation any act of God, strike, riot or civil commotion, act or terrorism, war, industrial action, acts and regulations of any governmental or supra national bodies or

authorities) that, in our opinion, prevents us from maintaining an orderly market in one or more of the Financial Instruments in respect of which we ordinarily deal in Transactions;

根据我们的观点，任何阻止我们根据一个或多个正常的金融手段来维持市场秩序的行为、事件或事故（包括但不限于天灾、罢工、暴乱或民众骚动或恐怖行为、战争、任何政府或超国家或当局的行为及限制）。

- (b) the suspension or closure of any market or the abandonment or failure of any event on which we base, or to which we in any way relate, our quote, or the imposition of limits or special or unusual terms on the trading in any such market or on any such event;

任何市场的关闭或暂时停止、任何我们的报价所依据或有关事件的失败或被放弃、任何限制/特定条款/不常条款于任何上述市场或事件的设定；

- (c) the occurrence of an excessive movement in the level of any Transaction and/or the market of a Reference Assets or our anticipation (acting reasonably) of the occurrence of such a movement;

任何交易层面及/或市场层面上发生的参考资产的过度波动或我们对发生上述事件的期望（合理的）；

- (d) any breakdown or failure of transmission, communication or computer facilities, interruption of power supply, or electronic or communications equipment failure;

任何传输、通信或电脑设备失败或损坏，电力供给干扰、或电子或通信设施损坏；

- (e) failure of any relevant supplier, intermediate broker, agent or principal of ours, custodian, sub-custodian, dealer exchange, clearing house or regulatory or self-regulatory organization, for any reason, to perform its obligations.

无论因何原因导致的任何相关供应商、中间经纪商、代理或我方委托人、监管人、次要监管人、交易商交换、清算机构或监管机构或自我监管组织的无法履行责任。

25.12 If we determine that a Force Majeure exists, we may, at our absolute discretion, without notice and at any time, take one or more of the following steps:

一旦认定某一事件为不可抗力事件，我们可能在不告知您的情况下随时单方面决定采取以下一步或多步措施：

- (a) increase your Margin requirements;

提高您的保证金要求；

- (b) close all or any of your open Transactions at such price as we reasonably believe to be appropriate;

在我们认为合适的情况下将您的持仓头寸全部或部分平仓；

- (c) suspend or modify the application of all or any of the Sections of this Agreement to the extent that the Force Majeure Event makes it impossible or impracticable for us to comply with the Section or Sections in question; or

暂时停止或修改本协议的全部或任何部分的申请，以致不可抗力事件使我们无法或不能遵守有问题的一部分或几部分，或者

- (d) alter the Last Dealing Time for a particular Transaction.

更改一笔交易的最后成交时间。

- 25.13 **Indemnity.** Without prejudice to our rights under clauses 25.2 and 25.3, you will pay to us such sums as we may from time to time require in any of your Accounts with us and, on a full indemnity basis, any Losses, taxes, imposts and levies which we or any other Protected Person may incur or suffer in connection with or related to any of your Accounts or any Transaction or any matching Transaction on a Market or with an intermediate broker or as a result of any misrepresentation by you or any violation by you of any of your obligations under this Customer Agreement (including in connection with any Transaction) or the enforcement of any of our rights or remedies under or in connection with this Customer Agreement or any Transaction.

免责声明。在不妨碍我们在条款 25.2 及 25.3 下的权利的原则下，我们可能不时要求您支付您与我们开设的任何账户中的款项，在完全免责的基础上，我们或任何其他受保护人可能碰到或遭遇的与您的任何账户或任何交易或任何与市场相符的或与中间经纪商交易有关的或因您的任何误解或未能尽到本客户协议下的责任（包括与任何交易有关）所导致的任何损失、税费或本协议下或与其有关的任何我们的权利或赔偿的行使。

- 25.14 **Claims from your customers.** To the extent that you place any Order or enter into any Transaction for the account of any customer of yours, you will indemnify, protect and hold us and all other Protected Persons harmless from and against any and all Losses resulting from or arising out of any claims made by any customer of yours against us or any other Protected Person.

您的客户的索赔。在您为您的任何客户下单或进行交易的情况下，您将免除我们的责任、保护及保证我们及所有其他受保护人不受因您的任何客户针对我们及任何其他受保护人的索赔而导致的损失伤害。

26. MISCELLANEOUS 其他

- 26.1 **Notices generally.** Unless otherwise agreed or provided in this Customer Agreement, all notices, instructions and other communications sent or given by us to you under or in connection with this Customer Agreement or any Transaction may be verbal or in writing and may be sent or given to your last known home address, place of work, telephone number (including by leaving messages on a telephone answering machine or voice mail system), fax number, e-mail address or other contact details. All notices, instructions and other communications sent or given by you to FOREX.com UK under or in connection with this Customer Agreement or any Transaction must be sent or given in writing to our address specified on the cover page of this Customer Agreement (or any other address subsequently notified to you for such purpose), addressed to the attention of our Compliance Department.

一般通知。除非本客户协议另行同意或提供，所有我们发送给您的通知、指令及在本客户协议下及与其有关的其他信息可能以口头或书面的形式，可能发送至您最后提供的家庭地址、工作地址、电话号码（包括给您的电话或语音信箱留言）、传真、电子邮件地址或其他联系方式。所有您发送给 FOREX.com UK 的通知、指令及在本客户协议下及与其有关的其他您发送给我们的信息必须以书面形式发送至本客户协议封面上所列的地址（或后来通知您的地址），收件人为法律及合规部。

- 26.2 **Receipt of notices.** Any notice, instruction or other communication sent or given by us will be deemed to have been duly sent or given upon the earlier of (i) actual receipt by you or (ii) the time specified below, as applicable:

通知的接收。任何我们发送的通知、指令及其他信息将被视为已经在以下时间之前送达，(i)您实际接收(ii)下述时间，在符合的情况下：

- (a) if delivered in person, when left at your last known home or work address;

如派人送达，则在送至我们所知您的最后的家庭或工作地址时；

- (b) if sent or given by leaving a message on a telephone answering machine message or voice mail system, one hour after the message was so left;

如以电话或语音留言的方式送达，则在留言后一小时；

- (c) if sent or given by first class post or overnight courier, in the ordinary course of the post or such overnight courier and in any event on the next day (or the third day in the case of international air mail) after posting (excluding Sundays and public holidays); and

如以一级邮件或隔夜快递的形式送达，则在邮件或隔夜快递的正常发送时间及邮递后（周日及公共假日除外）的第二天（或国际快递的第三天）。

- (d) if sent or given by e-mail, one hour after sending, provided no “not sent” or “not received” message is received from the relevant e-mail provider.

如以电子邮件的形式发送，则在发送后一小时，如果没有收到邮箱提供方“未发送”或“未接收”的信息。

Any notice, instruction or other communication sent or given by you will be deemed to have been duly sent or given upon actual receipt by us.

任何您发送给我们的通知、指令及其他信息将在我们实际接收之后才被视为已正常送达。

- 26.3 **Intellectual Property and Confidentiality.** All copyright, trademark, trade secret and other intellectual property rights in the Trading Systems shall remain at all times the sole and exclusive property of FOREX.com UK and/or its third party service providers and you shall have no right or interest in the Trading Systems except for the right to access and use the Trading Systems as specified herein. You acknowledge that the Trading Systems are confidential and have been developed through the expenditure of substantial skill, time, effort and money. You will protect the confidentiality of FOREX.com UK and/or its third party service providers by allowing access to the Trading Systems only by its employees and agents on a need to access basis. You will not publish, distribute, or otherwise make information available to third parties any information derived from or relating to the Trading Systems. You will not copy, modify, de-compile, reverse engineer, and make derivative works of the Trading Systems or in the manner in which it operates

知识产权和保密条款。 交易系统内所有的版权、商标、交易秘密和其他知识产权在任何时候都是 FOREX.com UK 及/或其第三方服务提供商独有和排他的财产，客户对交易系统没有任何权利或利益，但本协议明确规定的登录和使用交易系统的权利除外。您承认交易系统是机密的，并且是经过投资大量的技术、时间、努力和金钱后开发出来的。您将保护 FOREX.com UK 及/或其第三方服务提供商的机密，只允许其雇员和代理人在需要时才可进入。您不会出版、发行或以其他方式向第三方公开有关或产生于交易系统的资讯。您不会复制、修改、分解、反向制作交易系统或其操作方式，或制造交易系统的衍生产品或其操作方式制造衍生产品。

- 26.4 **Joint Accounts and/or Trust Accounts.** If more than one natural person executes this Agreement, all such natural persons agree to be jointly and severally liable for the obligations assumed in this Agreement. If this Agreement is executed by a trust, unincorporated association, partnership, custodian or other fiduciary, such customer agrees to indemnify, defend, save and hold free and harmless FOREX.com UK for any liabilities, claims, losses, damages costs and expenses, including attorneys’ fees, resulting directly or indirectly from breach of any fiduciary or similar duty or obligation or any allegation thereof, including attorneys’ fees.

联合帐户及/或信托帐户。 如果一个以上的自然人作为客户签署本协议，所有这些自然人同意对本协议的义务负连带责任。如果本协议定由信托组织、非公司协会、合作伙伴、托管组织或其他信托义务人或组织签署，这类客户特此同意免去 FOREX.com UK 因直接或间接违反或被控违反诚信责任或类似责任而导致的任何责任、索赔、损失和费用，包括律师费，使 FOREX.com 免受损害。

- 26.5 **Electronic communications.** Subject to Applicable Regulations, any communications between us using electronic signatures will be binding to the same extent as if they were in writing. By signing the Customer Account Application you give your consent to the receipt of communications by electronic means, notwithstanding that certain communications would otherwise be required to be made using a durable medium under Applicable Regulations. Without limiting the generality of the foregoing, Orders placed or other instructions given by electronic means will constitute evidence of such Orders or instructions. If you no longer wish to communicate in this way, you must revoke your consent in writing in accordance with clause 26.1. If you do not wish to communicate via electronic means at all, you must inform us of your wishes prior to you signing the Customer Account Application.

电子通信。根据适用法规，我们之间任何使用电子签名的通信视为与书面签名具备同等的法律效力。一旦在客户协议申请书上签名，即表示您同意以电子方式接收通信信息，尽管适用法规可能要求某些通信以耐用媒介传递。在不影响前述规定的一般性原则下，以电子方式所下的定单或口令将构成这些定单或口令的事实。如果您不再希望用这种方式通信，您必须根据条款 26.1 的规定书面撤销同意。如果您非常不喜欢用电子方式通信，则必须在签署客户协议申请书之前告知我们您的想法。

- 26.6 **Change of address.** You agree to immediately notify us in writing of any change of your address or other contact details, such notification to be given in accordance with clause 26.1.

地址变更。如果您的联系地址或其他联系方式有任何变更，您同意根据条款 26.1 的规定立即通知我们。

- 26.7 **Third party rights.** A person who is not a party to this Customer Agreement has no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any terms of this Customer Agreement.

第三方权利。不是本客户协议签署人的，根据《1999 年合同法》规定，没有权利行使本协议下的任何条款。

- 26.8 **Assignment.** This Customer Agreement is for the benefit of and binding upon both of us and our respective successors and permitted assigns. You may not and will not assign, charge or otherwise transfer, or purport to assign, charge or otherwise transfer, this Customer Agreement, any rights or obligations hereunder or any interest herein (including any indirect, beneficial, synthetic or economic interest), in each case without FOREX.com UK's prior written consent (which may be withheld or delayed in the sole and absolute discretion of FOREX.com UK), and any attempted or purported assignment, charge or transfer in violation of this sentence will be void. No assignment, charge or transfer by you will relieve you of any of your obligations or liabilities hereunder. We may transfer this Customer Agreement or any rights or obligations hereunder to any of our Affiliates or to any third party which acquires the business of FOREX.com UK, without your consent.

受让。本客户协议出于双方及其继承人及获准受让人利益考虑，对双方都有法律效力。您不会受让、委托或转让或有意受让、委托或转让本客户协议下的任何权利或义务或任何利益（包括任何间接的、有利的、综合的或经济利益），如未提前经 FOREX.com UK 的书面同意（可能由 FOREX.com 单方面拒绝或延迟），违背此语句的任何尝试或有意受让、委托或转让均无效。您所作的任何受让、委托或转让行为不会免除您此处的责任或义务。我们可能在未经您同意的情况下将本客户协议或其下的任何权利或义务转让给我们的任何分支机构或收购了 FOREX.com UK 的任何第三方。

- 26.9 **Rights and remedies.** The rights and remedies provided or referenced in this Customer Agreement are cumulative and not exclusive of any other rights or remedies we may have, whether as a matter of contract, under common law, or otherwise. We will be under no obligation to exercise any right or remedy at all or in a manner or at a time or in a manner that takes into account your interests or is otherwise beneficial to you. No failure or delay by us in exercising any of our rights or remedies under or in connection with this Customer Agreement or any Transaction will operate as a waiver of those or any other rights or remedies. No single or partial exercise of a right or remedy will prevent further exercise of that right or remedy or the exercise of another right or remedy.

权利和赔偿。本客户协议下的权利和赔偿是累计的，并不排除我们可能拥有的任何其他权利或赔偿，无论是根据合约、普通法还是其他法律法规。我们完全没有义务行使任何权利或赔偿或需考虑您的利益。如未能或延迟行使我们在本客户协议或任何交易下或与其有关的任何权利或赔偿也不能作为放弃这些或其他权利和赔偿。单独或部分行使权利或赔偿并不阻碍进一步权利或赔偿的行使，或其他权利和赔偿的行使。

- 26.10 **Partial invalidity.** If, at any time, any provision of this Customer Agreement is or becomes illegal, invalid or unenforceable in any respect under the law of any jurisdiction, neither the legality, validity or enforceability of the remaining provisions of this Customer Agreement nor the legality, validity or enforceability of such provision under the law of any other jurisdiction will in any way be affected or impaired.

可分割性条款。无论何时，如果根据任何法律，本客户协议下的任何条款的任何地方是或变为不合法、无效或不可执行的，并不影响协议下剩余条款的合法性、有效性和可执行性，也不影响其他法律规定下此类条款的合法性、有效性和可执行性。

- 26.11 **Entire Customer Agreement.** This Customer Agreement together with the schedules attached constitutes the entire agreement between the parties with respect to the subject matter of this Customer Agreement and supersedes all prior or contemporaneous oral or written communications, proposals, agreements and representations with respect to such subject matter.

完整的客户协议。本客户协议连同附带的表格一起构成了完整的关于本协议主题的协议，取代了所有之前的或同时的有关如此主题口头或书面通信、方案、协议及表示。

- 26.12 **Recording of calls.** We may record telephone conversations between us without use of a warning tone, including for the purpose of ensuring that the material terms of each Transaction and any other material information rare promptly and accurately recorded. Such records will be our sole property and accepted by you as evidence of Orders placed or other instructions given.

电话录音。我们可能对我们之间的谈话进行录音，但不会滥用，包括基于保证每笔交易的实质条款及任何其他实质信息得到及时、准确的记录的目的。上述的录音为我们的独有产业，您的下单指令或其他指示代表您接纳此条款。

- 26.13 **Our records.** Our records will be evidence of your dealings with us in connection with our services. You will not object to the admission of our records as evidence in any Proceeding because such records are not originals, are not in writing or are documents produced by a computer. You will not rely on us to comply with any of your recordkeeping obligations, notwithstanding the fact that records may be made available to you on request in our sole and absolute discretion.

我们的记录。我们的记录将是您与我们交易的证据。您不会反对我们将记录作为任何诉讼的证据，因为此类记录并不是原始材料，不属书面形式或由电脑产生。您不会依赖我们履行有记录备案的任何您应尽的义务，即使由我们单方面决定您可以申请查看此记录。

- 26.14 **Your records.** You agree to keep adequate records in accordance with Applicable Regulations to demonstrate the nature of Orders submitted and the time at which such Orders are submitted.

您的记录。您同意根据适用法规保留充足的记录以证实提交订单的性质及提交时间。

- 26.15 **Co-operation for Proceedings.** You agree to co-operate with us to the full extent possible in the defence or prosecution of any Proceeding.

诉讼合作。您同意在被起诉或任何诉讼执行时尽力与我们合作。

- 26.16 **Complaints.** If you have any complaint about FOREX.com UK's performance under this Customer Agreement, you should direct that complaint to our Compliance Officer, who will investigate the nature of the complaint in



accordance with FOREX.com UK's complaints handling procedure to try to resolve it. A copy of FOREX.com UK's complaints handling procedure is available on request. You may be eligible to refer a complaint about FOREX.com UK's performance under this Customer Agreement to the Financial Ombudsman Service ("FOS") [Retail clients only]. Information and rules relating to the FOS can be accessed on www.financialombudsman.org.uk.

投诉。如果在本客户协议下您对 FOREX.com UK 的行为有任何投诉，您应该直接向我们的法律合规部投诉，他们将根据 FOREX.com UK 的投诉处理程序展开调查并尽力解决。您可以要求我们提供一份投诉处理程序的复印件。您也可以将对 FOREX.com UK 的投诉反映至金融纠纷处理机构（“FOS”，只针对零售客户）。关于 FOS 的信息及规则可以登录网站：www.financialombudsman.org.uk。

- 26.17 **Investor protection scheme.** We are a member of the Financial Services Compensation Scheme (the "Scheme") in the United Kingdom. The Scheme is only available to certain types of claimants and claims. Payments to eligible claimants under the Scheme will vary depending on the type of protected claim the claimant holds with respect to the relevant institution. Payments under the Scheme in respect of investments are subject to a maximum payment to any eligible investor of GBP 48,000, made up of 100% of the first GBP 30,000 and 90% of the next GBP 20,000. Further details of the Scheme are available on request or at the Scheme's official website at www.fscs.org.uk.

投资者保护计划。我们是英国金融服务赔偿计划机构（简称“计划”）的成员。该计划只针对特定种类的投诉人及投诉。投诉花费根据受保护的诉讼种类的不同而异。“计划”下对于任何有资格的投资者关于投资的花费不超过 GBP 48,000，首次付款须全额付清 GBP 30,000，然后付清 GBP 20,000 的 90%。关于“计划”的更多信息可以在其官方网站 www.fscs.org.uk 上查看或申请获得。

27. DATA PROTECTION AND DISCLOSURE OF INFORMATION 数据保护及信息披露

- 27.1 By opening an Account with us and by placing Orders and entering into Transactions, you acknowledge that you will be providing personal information (possibly including sensitive data) within the meaning of the Data Protection Act 1998 to us, and you consent to the processing of that information by us for the purposes of performing our obligations under this Customer Agreement and administering the relationship between you and us, including the disclosure of the information to Affiliates both within and outside the European Union and/or European Economic Area.

一旦与我们开户、下单及交易，即表示您认可在《1998 年数据保护法》的解释下提供个人信息（可能包括敏感信息），并同意我们出于履行我方在本客户协议下的职责及管理我们的关系的目的处理这些信息，包括将信息披露给我们在欧盟或欧洲经济体以内或以外的分支机构。

- 27.2 Data may be transferred to, and stored and processed in countries which do not offer "adequate protection" for the purposes of Directives of the European Union for any purpose related to the operation of your Account. Such purposes include the processing of instructions and generation of confirmations, the operation of control systems; the operation of management information systems and allowing staff of any of our Affiliates who share responsibility for managing your relationship from other offices to view information about you.

数据可能在不提供“充足保护”的国家进行传输、存储及处理，目的是为了任何与您账户有关的操作均符合欧盟指令。此类目的包括指令的处理及确认的生成、控制系统的运行、管理信息系统的运行及允许享有管理您与其他部门关系的责任的分支机构的员工浏览您的信息。

- 27.3 We have security procedures covering the storage and disclosure of your personal information to prevent unauthorised access and to comply with our legal obligations.

我们采取了安全措施保障您个人信息的存储及披露，以防止未经授权获取您信息的行为发生，并履行我们的法律义务。

- 27.4 You are entitled to ask us for details of the personal information that we hold about you, the purposes for which they are being or are to be processed, and the recipients or classes of recipients to whom such information is or may be disclosed. If you would like to obtain any such information, please contact us. We may charge a fee (details of which are available upon request) for providing this information to you. If you make a written request to us, we will also correct, delete and/or block personal information from further processing if that information proves to be inaccurate.

您有权询问我们持有的您的个人信息的详情、这些信息已被处理或即将处理是因何目的以及这些信息披露或可能披露给哪些人或何种人。如果您想要获取任何诸如此类的信息，请联系我们。我们可能会向您收取信息提供费（可以要求我们提供具体信息）。如果您以书面形式提交请求，而这些信息被证明是错误的。我们也将更正、删除及/或阻止个人信息被进一步处理。

- 27.5 We shall be entitled to disclose information concerning you or your Account (including without limitation information concerning late payment) to any regulator of your business or, to your employer (including the employer's Compliance Officer) if it is authorised or exempt under the Act (or any successor legislation or equivalent legislation or regulations in a foreign jurisdiction) or to any other person we accept as seeking a reference or credit reference in good faith.

我们有权将您或您的账户的信息（包括但不限于延期付款的信息）披露给您业务的任何监管方或您的雇主（包括雇主的法律合规部主管），如果根据法律（或任何继承法或同等法或国外法规）他享有此权利，或披露给任何我们认为信誉良好的寻求参考或信用参考的人。

28. DISPUTE RESOLUTION 纠纷的处理

- 28.1 **Governing law.** A Transaction which is subject to the Rules of a Market shall be governed by the law applicable to it under those Rules. Subject to the immediately preceding sentence, this Customer Agreement and all Transactions will be governed by and construed in accordance with English law.

管辖法例。 必须遵守市场规则的交易应受市场规则下适用法的管辖。根据这句话，本客户协议及所有交易需以英国法解释并受其管辖。

- 28.2 **Jurisdiction.** Without prejudice to any rights you may have to refer a complaint to the FOS, as further set out in clause 26.16 of this Customer Agreement, each of the parties irrevocably:

管辖权。 在不损害您的任何权利的原则下，根据本客户协议条款 26.16 中进一步订立的条款，缔约双方无法撤销地：

- (a) agrees that the courts of England will have jurisdiction to settle any Proceedings and submits to the jurisdiction of such courts (provided that this will not prevent us from bringing any proceedings against you in the courts of any other jurisdiction); and

同意英国法庭将享有任何诉讼的管辖权，并将任何诉讼提交此类法庭（前提是它不会妨碍我们在任何其他管辖国家向您提起诉讼）；及

- (b) waives any objection which it may have at any time to the laying of venue in respect of any Proceeding brought in any such court and agrees not to claim that such Proceeding has been brought in an inconvenient forum or that such court does not have jurisdiction over it.

完全同意判决书所列的审判地点及时间，并同意不宣称此类诉讼是在不方便的论坛中提起的 或者此类法庭不具备管辖权。

Schedule 1 – Definitions 表 1-词汇释义

1. In this agreement the following words and phrases have the following meanings:

在本协议中如下词汇及短语的含义是：

Account 账户	means any account of yours opened with us for the purposes of executing Transactions with us in foreign exchange, Commodities, CFDs or other Financial Instruments; 指您为了交易外汇、期货、CFDs(差价合约)或其他金融产品与我们开设的任何账户；
Account Base Currency 账户基准货币	has the meaning set out in clause 15.4; 含义见条款 15.4;
Act 法案	means the UK Financial Services and Markets Act 2000; 指《2000 年英国金融服务及市场法》
Affiliate 附属、分支	of any person means any other person directly or indirectly controlling or controlled by, or under direct or indirect common control with, such person. For purposes of this definition, “control” when used with respect to any person means the power to direct the management and policies of such person, directly or indirectly, whether through the ownership of voting securities or otherwise, and the terms “controlling” and “controlled” have meanings correlative to the foregoing; 任何人的附属指任何其他直接或间接控制或受控的人或与其共同处于直接或间接控制之下的人。根据此解释，“控制”这个词当用于某人时意味着对此人直接或间接行使管理的权力，无论以获得投票权证券的所有权方式还是其他方式，术语“控制”及“受控”的含义与前述相似。
Applicable Regulations 适用法规	means the FSA Rules or any other rules of a relevant regulatory authority or any other Rules of a relevant Market and all other applicable laws, rules and regulations as in force from time to time; 指金融服务管理局的法规或相关监管局的任何其他规定，或相关市场的任何其他法规及所有其他随时生效的适用法律、规定及条例。
Business Day 工作日	means a day (other than a Saturday or Sunday) on which banks generally are open for business in London; 指伦敦银行正常营业的一天（除开周六周日）。
CFD 差价合约	means a contract for differences within the meaning of Article 85(1) of the Financial Services and Markets Act 2000 (Regulated Activities) Order 2001; 指一张差价合约，根据 2001 年开始实行的《2000 年金融服务及市场法》条例 85(1)的解释；



Closing Date 平仓时间	means the date on which the close-out of an open Transaction is effective; 指持仓头寸平仓生效的时间
Commission 佣金	means the commission, charges or other remuneration in connection with a Transaction as disclosed and as notified to you from time to time; 指佣金、费用或其他与交易有关的报酬，如果产生将随时通知您。
Commodity CFD Contact 商品期货差价合约	means a CFD where the underlying Reference Asset is a Commodity; 指以商品期货为参考资产的差价合约。
Commodity 商品期货	means a commodity offered for trading by FOREX.com UK; 指 FOREX.com UK 提供的可交易的商品期货种类。
Contract Quantity 合约量	means the number or volume of Reference Asset units to which a Transaction relates; 指与交易相关的参考资产的数量及大小。
Credit Support Document 信用支持文件	means any guarantee, hypothecation agreement, margin or security agreement or document, or any other document creating or evidencing an obligation on the part of another person, in our favour in respect of any of your obligations under or in connection with this Customer Agreement or any Transaction; 指任何承诺、抵押合约、保证金合约或文件，或以对我方有益的方式代表他人形成的或证明权责关系的本协议下或交易下或与其有关的任何您的权责有关的其他文件。
Credit Support Provider 信用支持提供者	means any person who has entered into a Credit Support Document; 指进入了信用支持文件的任何人。
Currency 货币	will be construed so as to include any unit of account; 指账户的单位说明。
Current Contract Value 当前合约值	means the Reference Asset Price per unit multiplied by the Contract Quantity from time to time; 指某一时间单位参考资产价格 x 合约量
Customer Account Application 客户开户申请	means the application and other forms supplied by FOREX.com UK to open your Account; 指 FOREX.com UK 的开户申请其其他表格。
Elective Professional Client 入选的职业客户	has the meaning set out in the FSA Rules effective from 1 November 2007; 意义同 2007 年 11 月 1 日生效的金融服务管理法规。
Eligible Counterparty 符合条	has the meaning set out in the FSA Rules effective from 1 November 2007;



件的契约方	意义同 2007 年 11 月 1 日生效的金融服务管理法规。
Event of Default 违约行为	means any of the events of default as listed in paragraphs (a) to (m) of clause 22.1; 指 22.1 条(a) 至 (m)中列明的任何违约事件。
Exceptional Market Event 异常市场事件	the suspension, closure, liquidation, imposition of limits, special, or unusual terms, excessive movement, volatility or loss of liquidity in any relevant Market or Reference Asset, or where FOREX.com UK reasonably anticipates any of the above circumstances are about to occur; 任何相关市场或参考资产的中断、结算、清算、特别的或不同寻常的条款、过度事件、波动或缺乏流通，或者 FOREX.com UK 合理预计任何上述事件将要发生时。
Expiry Date 过期日	means the expiry date and time of an open Transaction as determined by FOREX.com UK; 指由 FOREX.com UK 决定的持仓头寸的过期日期及时间。
Expiry Transaction 过期交易	means a Transaction which had a set contract period at the end of which the Expiry Transaction expires automatically; 指交易的合约时间被设置为其结束时交易自动过期的。
Financial Instrument 金融产品	means an investment of the type set out within Articles 76 to 80 or 83 to 85 of the Financial Services and Markets Act 2000 (Regulated Activities) Order 2001 including a rolling spot forex contract; 指 2001 年开始实行的《2000 年金融服务及市场法》第 76 条至 80 条或第 83 条至 85 条中列明的投资品种，包括可延展的外汇现货合约。
Force Majeure Event 不可抗力事件	has the meaning set out in clause 25.10; 意义同 25.10 条。
FSA 金融服务管理局	means the Financial Services Authority or any successor organisation or authority for the time being responsible for the regulation of investment business in the UK; 指英国投资行业的监管机构金融服务管理局或任何继承组织或当局。
FSA Rules 金融服务管理局法规	means the Rules of the FSA as in force from time to time; 指金融服务管理局的执行条例。
Hedging Disruption 避险冲突	means circumstances where FOREX.com UK is unable, after using commercially reasonable (but no greater) efforts, to (i) acquire, establish, re-establish, substitute, maintain, unwind, or dispose of any transaction or asset it deems necessary to hedge any risk related to or in connection with the relevant Transaction or (ii) realise, recover or remit the proceeds of any such transaction or asset; 指 FOREX.com UK 通过正规商业努力后不能 (1) 获得、建立、重建、取代、维持、展开或处理任何交易或资产，而他们被认为是规避相关交易的任何风险所必须的或者(ii)兑现、回补或豁免如此交易或资产所得的。

Initial Margin 初始保证金	has the meaning set out in clause 17.1; 意义同 17.1 条
Insolvency Law 破产法	means, with respect to any person, any bankruptcy, insolvency, regulatory, supervisory or similar law (including any corporate or other law with potential application in the event of insolvency) applicable to such person; 指可适用于任何人及与其相关的任何破产法、监管法或相似的法律（包括在破产事件中可能涉及的任何企业法或其他法律）。
Insolvency Officer 破产管理主任	means any trustee, receiver, liquidator, conservator, administrator, insolvency officer or other similar official appointed pursuant to an Insolvency Law; 指任何受托管理人、接收者、清算方、监护人、管理者、破产管理官员或其他类似的根据破产法指定的官方指定人。
Last Dealing Time 最后交易时间	means the last day and (as the context requires) time before which a Transaction may be dealt in, as notified to you, or otherwise the last day and (as the context requires) time on which a Reference Asset may be dealt in on the relevant Market; 指通知您的交易完成之前的最后一天或时间或相关市场上参考资产交易的最后一天或时间。
Liquidity Provider 清算提供方	means a bank or other financial institution that provides executable bid and offer prices in respect of the relevant Reference Assets on a continuous or regular basis; 指连续提供相关参考资产交易买卖报价的银行或其他金融机构。
Loss 损失	means any loss, cost, claim, damages (whether compensatory, exemplary or punitive) or expenses, including fees and expenses of legal counsel; 指任何损失、成本、费用、损害（无论补偿性还是惩罚性的）或花费，包括律师费。
Margin 保证金	means Initial Margin and Variation Margin; 指初始保证金及浮动保证金。
Margin Call 保证金追缴	means a demand for such cash amounts or other assets by way of Margin as FOREX.com UK may require for the purpose of protecting itself against loss or risk of loss on present, future or contemplated Transactions under this Customer Agreement; 指 FOREX.com UK 在本客户协议下为保护自己免受现在、未来或预期交易的损失或防范损失风险而要求您以保证金的方式追加的现金或其他资产。
Market 市场	means any market or multilateral trading facility subject to government or state regulation with established trading rules and trading hours including a Regulated Market and a Multilateral Trading Facility (MTF) as defined in Article 4 of the Markets in Financial Instruments Directive 2004/39/EC; 指根据欧盟 2004 年金融产品市场法规 2004/39/EC 第 4 条规定的受政府或州法律制约的具有交易规则及交易时间的包括监管市场及多边交易场所的任何市场或多边交

易场所。

Market Abuse 市场争端

has the meaning set out in the Act;

意义同《2000年英国金融服务及市场法》

Multilateral Trading Facility
多边交易场所

has the meaning set out in the FSA Rules;

意义同金融服务管理法规。

Opening Contract Value 持仓
合约值

means in respect of any Transaction, the Contract Quantity multiplied by the Opening Price;

指任何交易的开仓价格 x 合约量。

Opening Price 开仓价格

means in respect of any Transaction, the price of the Reference Asset specified in an Order acceptance of which gives rise to that Transaction;

指任何交易的参考资产的下单价格，定单价格的接受意味着成交。

Order 定单

means a request to open or close a Transaction at a price quoted by FOREX.com UK as appropriate;

指在 FOREX.com UK 所报的价格水平申请开仓或平仓。

Proceedings 过程

means any suit, action or proceeding under or in connection with this Customer Agreement or any Transaction, or arising out of any act or omission required or permitted under or in connection with this Customer Agreement or any Transaction, in each case whether brought or commenced by either party or a third party;

指本客户协议或交易下或与其有关的任何请求、行动或过程，或本客户协议或交易下或与其有关的由任何行为、懈怠产生的后果，无论是由缔约方还是第三方产生。

Professional Client 职业客户

has the meaning set out in the FSA Rules effective from 1 November 2007;

意义同 2007 年 11 月 1 日生效的金融服务管理法规。

Protected Person 受保护人

has the meaning set out in clause 25.2;

意义同第 25.2 条。

Reference Asset 参考资产

means property of any description or an index or other factor designated in a CFD to which reference is made to fluctuations in the value or price for the purpose of determining profits or losses under the CFD;

指用以作为价格或价值波动参照的差价合约特指的任何描述财产或指数或其他因素，其目的是为了判断差价合约下的盈亏。

Regulated Market 监管市场

has the meaning set out in the FSA Rules;

意义同金融服务管理法规。



Related Party 相关方	has the meaning set out in the FSA Rules; 意义同金融服务管理法规。
Retail Client 零售客户	has the meaning set out in the FSA Rules effective from 1 November 2007; 意义同 2007 年 11 月 1 日生效的金融服务管理法规。
Risk Notice 风险通告	means the General Risk Disclosure Notice provided at Schedule 2; 于附表 2 所提供的一般性风险通告。
Rolling Spot Forex Contract 延展外汇现货合约	means either of the following: 意义如下: <p>(a) a future, other than a future traded or expressed to be as traded on market, where the property to be sold under the contract is foreign exchange or sterling; or 一张期货合约但又不同于期货交易合约, 或者说市场交易合约, 合约下出售的资产为外汇或英镑, 或</p> <p>(b) a CFD where the profit is to be secured or loss avoided by reference to fluctuations in foreign exchange and; 参考外汇波动、确保盈利, 避免损失的差价合约</p> <p>in either case where the contract is entered into for the purposes of speculation; 无论以上哪种情况下订立的以投机为目的的合约。</p>
Rules 法规	means articles, rules, regulations, procedures and customs, as in force from time to time; 指时而有效的条例、规定、法规、程序等。
Scheme 计划	has the meaning set out in clause 26.17; 意义同 26.17 条
Secured Obligation 被担保债务	has the meaning set out in clause 8.1; 意义同 8.1 条
Security 证券	means investments of the type set out within Articles 76 to 80 of the Financial Services and Markets Act 2000 (Regulated Activities) Order 2001; 指 2001 年开始实行的《2000 年金融服务及市场法》第 76-80 条所指的投资品种。
Spread 点差	means the difference between the lower and higher figures of a quoted two-way price for a Financial Instrument; 指金融产品买卖的高低价格之差。



Trading Policies and Procedures 交易政策及程序

means the trading policies and procedures found on [www.forex.com/uk/trading policies]
指[www.forex.com/uk/trading policies]所指的交易政策及程序。

Trading Systems 交易系统

means the FOREX.com Online Trading System or the MetaTrader Online Trading System or any other electronic trading system through which a client may electronically send to FOREX.com UK information including prices, bids, offers and executions, as such system may exist from time to time, including without limitation, any hardware, software and/or communications link furnished by FOREX.com UK from time to time.

指 FOREX.com 网上交易系统或 MetaTrader 网上交易系统或其他电子交易系统，通过它客户可以用电子方式发送价格、买价、卖价及成交等信息至 FOREX.com UK，此类交易系统将随时存在，包括但不限于任何软件、硬件及/或由 FOREX.com UK 不时提供的交流链接。

Transaction 交易

means a transaction in a CFD or Rolling Spot Forex Contract or any other contractual arrangement entered into between you and us including any transaction liable to Margin, unless otherwise stated;

指您和我们订立的差价合约交易或可延展的外汇现货合约或任何其他合约协议，包括任何保证金交易，除非另行说明。

Value Date 交割日

the day that a currency, Commodity or other product would be physically delivered (or payable) if FOREX.com UK did not automatically roll over client positions at the end of each Business Day;

指如果在每个交易日结束时 FOREX.com UK 没有将客户的头寸自动延展，货币、商品期货或其他产品被实际交割的日期。

Variation Margin 浮动保证金

has the meaning set out in clause 17.1;

意义同 17.1 条。

Schedule 2 – Complex Products – General Risk Disclosure Notice 表 2 - 复杂产品 – 一般风险披露声明

This notice is provided to you in compliance with FSA Rules. This notice does not disclose all of the risks and other significant aspects of derivatives products such as futures and options. **You should not deal in derivatives unless you understand the nature of the contract you are entering into and the extent of your exposure to risk. You should also be satisfied that the contract is suitable for you in the light of your circumstances and financial position.**

本声明是应金融服务管理局法规的要求提供。本声明并没有完整地披露所有风险及金融衍生产品的其他重要方面如期货及期权。您应该在完全理解了所签合约的性质及您将要承担的风险后才能交易金融衍生产品，否则请不要贸然行事。您还应保证您的状况及财政背景适合签署合约。

Certain strategies, such as “spread” position or a “straddle”, may be as risky as a simple “long” or “short” position. Whilst derivatives instruments can be utilised for the management of risk, some investments are unsuitable for many investors. Different instruments involve different levels of exposure to risk, and in deciding whether to trade in such instruments you should be aware of the following points:

某些交易策略如“套利”头寸或套期图利，可能如简单的“空头”或“多头”头寸一样有风险。尽管金融衍生产品可以用来管理风险，但其中一些投资品种并不是所有人都适合。不同的金融产品涵盖不同级别的风险，所以在决定是否选择某一种投资品种时，您应该注意如下几点：

- (a) **Contracts for Difference** can be likened to futures which can be entered into in relation to Commodities or the FTSE-100 index or any other index or share, as well as Currency. However unlike other futures and options, these contracts can only be settled in cash. Investing in a CFD carries risks similar to investing in a future or an option and you should be aware of these. Transactions in CFDs may also involve a contingent liability and you should be aware of the implications of this as set out in paragraph (h) below.

差价合约。与期货相似的商品合约或英国 FTSE-100 指数合约或任何其他指数或股指期货以及外汇合约。然而不同于其他期货与期权的是，这些合约只能以现金结算。投资差价合约与投资期货或期权具有同等风险，您应该认识到这一点。差价合约的交易中可能涉及或有负债，所以您应当弄清下方(h)段中关于这一点的解释。

- (b) **Investing in rolling forex or currency options** carries similar risks as investing in a future and you should be aware of these. Transactions in rolling forex or currency options may also have a contingent liability and you should be aware of the implications of this as set out in paragraph (d) below. In addition to standard industry disclosures contained in this Customer Agreement, you should be aware that **marginied currency trading is one of the riskiest forms of investment available in the financial markets and is only suitable for sophisticated individuals and institutions. Given the possibility of losing an entire investment, speculation in the foreign exchange market should only be conducted with risk capital funds that if lost will not significantly affect your personal or institution's financial wellbeing.**

投资展期外汇或外汇期权与投资期货具有同等风险。展期外汇或外汇期权的交易中可能也涉及或有负债，您应当弄清下方(d)段中关于这一点的解释。除开本客户协议下标准的行业风险披露，您应当意识到**保证金外汇交易是金融市场风险最大的投资品种之一，只适合有经验的个人投资者或机构投资者。鉴于有损失全部投资资金的可能，所以外汇市场的投机行为只应针对风险资本基金，这样即使损失也不会严重影响您的个人或机构财政状况。**

If you have pursued only conservative forms of investment in the past, you may wish to study currency trading further before continuing an investment of this nature. **You must also realize that the limited risk in buying options means you could lose the entire option investment should the option expire worthless.** If you wish to continue with your investment, you acknowledge that the funds you have committed are purely risk capital and loss of your investment will not jeopardize your style of living nor will it detract from your future retirement program. Additionally, you fully understand the nature and risks of currency investments, and your obligations to others will not be neglected should you suffer investment losses.

如果过去您只交易过保守投资品种，您可能希望进一步学习外汇交易之后再开始此类投资。**您必须意识到购买期权的有限风险意味着一旦期权过期无效则您可能损失全部投资。**如果您仍决定继续投资，您必须保证您投资的资金是纯风险资金，即使损失也不会影响您的生活方式或您将来的退休计划。最后，您完全理解了外汇投资的性质及风险，如果您遭受损失，也不会影响您对他人的义务。

- (c) **Foreign markets.** Foreign markets involve different risks from UK markets. In some cases risks will be greater. The potential for profit or loss from transactions on foreign markets or in foreign currency will be affected by fluctuations in foreign exchange rates. Such enhanced risks include the risks of political or economic policy changes in a foreign media, which may substantially and permanently alter the conditions terms, marketability or price of a foreign currency.

外汇市场。外汇市场涵盖了英国市场的不同风险。一些情况下风险可能更大。外汇市场或外汇交易中的盈亏风险将受汇率变化的影响。如此大的风险包括政治风险或国外媒体的经济政策费用，它们将实质性及永久性地改变环境条款、适销性或外汇价格。

- (d) **Risk reducing orders or strategies.** The placing of certain orders (e.g. “stop loss” or “stop limits” orders) that are intended to limit losses to certain amounts may not always be affected because market conditions or technological limitations may make it impossible to execute such orders. Strategies using combinations of positions such as “spread” and “straddle” positions may be just as risky or even riskier than simple “long” or “short” positions.

降低风险定单或策略。为了一定程度地降低损失而设置的某些定单（如“止损”或“止赢”定单）可能不会总是受到影响，因为市场环境或技术限制可能导致难以成交。诸如“套利”头寸或套期图利之类的策略可能与简单的“空头”或“多头”头寸具备同等风险甚至更高风险。

- (e) **Prices.** The prices quoted may not necessarily reflect the broader market. We will select closing prices to be used in determining Margin requirements and in periodically marking to market the positions in customer accounts. Although we expect that these prices will be reasonably related to those available on what is known as the interbank market, prices we use may vary from those available to banks and other participants in the interbank market. Consequently, we may exercise considerable discretion in setting margin requirements and collecting margin funds.

价格。报价可能无法反映更大的市场。我们将选择用以决定保证金要求的平仓价格，并定期将客户账户里的头寸调整至市场价格。尽管我们期望这些价格与银行间市场的价格合理关联，但我们采用的价格可能和对银行及银行间市场的其他参与者的价格不同。因此，我们可能慎重决定怎样设置保证金比率及筹集保证金资金。

- (f) **Weekend risk.** Various situations, developments or events may arise over a weekend when currency, Commodity and other markets generally close for trading, that may cause the markets to open at a significantly different price from where they closed on Friday afternoon. Our customers will not be able to use the electronic communication systems to place or change orders over the weekend and at other times when the markets are generally closed. There is a substantial risk that stop-loss orders left to protect open positions held over the weekend will be executed at levels significantly worse than their specified price.

周末风险。周末外汇、期货及其他市场通常会休市，因此会引发不同状况、事件，可能导致市场开盘价与前一个周五下午的收盘价相差甚远。周末或其他休市时段我们的客户不能通过电子通信系统下单或变更定单。有相当大的风险您为保护头寸设置的跨周末的止损定单的实际成交价将比设置的价格更差。

- (g) **Electronic trading.** The use of electronic trading systems and communication networks to facilitate trades. Customers that trade exposes you to risks associated with the system including the failure of hardware and software system or network down timed access or connection failures.

电子交易。是指利用电子交易系统及通信网络进行交易。电子交易将带给您与系统有关的风险，包括硬件及软件系统失败或网络中断或连接失败。

- (h) **Expert Advisor and MetaTrader Hosting Disclaimer of Warranty.** If Customer should choose to utilize Expert Advisor and MetaTrader Hosting, a hosting environment allowing for real-time access to the Customer's FOREX.com Trading Account, Forex.com and its third party suppliers make no warranties or representations of any kind, whether expressed or implied for the service it is providing. Forex.com and its third party suppliers also disclaims any warranty of merchantability or fitness for any particular purpose and will not be responsible for any damages that may be suffered by the Customer, including loss of funds, data, non-deliveries or service interruptions by any cause or errors or omissions of the Customer. Use of any information obtained by way of Expert Advisor Hosting used in conjunction with MetaTrader Hosting is at the Customer's own risk, and Forex.com and its third party suppliers specifically denies any responsibility for the accuracy or quality of information obtained through its services. Connection speed represents the speed of an end-to-end connection. Forex.com and its third party suppliers do not represent guarantees of speed or availability of end-to-end connections. Forex.com and its third party suppliers shall not be subject to any damages or liability for any errors, omissions or delays therein including unavailability. The licensed products and all components thereof are provided on an "as is" basis.

智能交易系统及 MetaTrader® 主机使用免责声明 当客户使用智能交易系统，以及支持实时进入客户 FOREX.com 交易账户的 MetaTrader® 主机的时候，FOREX.com 及其第三方提供商对所提供的明示或默认之服务不作出任何形式保证。同时，FOREX.com 及其第三方提供商对任何特殊目的适销性和适应性之保障不承担责任，并对客户可能遭受的任何损失不承担责任，包括任何由于客户的原因、错误、疏忽所造成的资金亏损，数据丢失，服务中断等。通过智能交易系统结合 MetaTrader® 主机所获得的任何信息之使用，皆由客户自己负责。FOREX.com 及其第三方提供商尤其对通过其服务所获得的信息之准确性和质量不承担任何责任。连接速度指终端与终端间的连接速度。FOREX.com 及其第三方提供商针对终端与终端间连接的速度与有效性不作任何保障。FOREX.com 及其第三方提供商对任何损失、错误、疏忽、延迟、无效性等不承担责任。此类官方许可的产品及其所有组成部分在被提供后不作改变。

- (i) **Contingent liability transactions**, which are margined, require you to make a series of payments against the purchase price, instead of paying the whole purchase price immediately. You may sustain a total loss of the Margin you deposit with your dealer to establish or maintain a position. If the market moves against you, you may be called upon to pay substantial additional Margin at short notice to maintain the position. If you fail to do so within the time required, your position may be liquidated at a loss and you will be liable for any resulting deficit. Even if the Transaction is not margined, it may still carry an obligation to make further payments in certain circumstances over and above any amount paid when you entered into the contract. Contingent liability transactions, which are not traded on or under the rules of a recognised or designated investment exchange, may expose you to substantially greater risks.

或有负债交易，是指保证金交易，要求您针对买价支付一定的金额，而不用立即全额支付。为了建仓或维持头寸，您可能蒙受全额损失。如果市场向您预期的相反的方向波动，您可能被通知追缴额外的保证金以维持持仓头寸。如果您未能在要求的时间内补充保证金，则您的头寸将被强制平仓，您需要对由此产生的赤字负责。即使不是保证金交易，可能仍有义务在一定的情况下支付进一步的款项。不受指定投资交易法限制的或有负债交易，可能给您带来更大风险。

- (j) **Collateral.** If you deposit collateral as security, you should ascertain how your collateral will be dealt with. Deposited collateral may lose its identity as your property once dealings on your behalf are undertaken. Even if your dealings should ultimately prove profitable, you may not get back the same assets, which you deposited and may have to accept payment in cash.

抵押。如果您以抵押的方式作为资产，则应该弄清您的抵押将被如何处置。一旦存款抵押作为您的资产以您的名义被接管则可能丧失其特性。即使您的交易被证明是盈利的，您也不能赎回这些您存入的及必须接受现金支付的资产。

- (k) **Commissions.** Before you begin to trade, you should obtain details of all commissions and other charges for which you will be liable. If any charges are not expressed in money terms (but, for example, as a dealing spread), you should obtain a clear written explanation, including appropriate examples, to establish what such charges are likely to mean in specific money terms.



佣金。在你开始交易以前，你应该了解全部需缴纳的佣金及其他费用的详情。一旦任何费用不是以金钱的形式表现的（例如，点差），您应当获取详细的书面解释，包括举例说明，以弄清这些费用可能包含的金钱含义。

- (l) **Insolvency.** Any insolvency or default may lead to positions being liquidated or closed out without your consent. In certain circumstances, you may not get back the actual assets, which you lodged as collateral and you may have to accept any available payment in cash.

破产。任何破产或违约都可能导致头寸在未讲过您同意的情况下被清算或平仓。在某些情况下，您可能无法取回实际资产如抵押，您可能需要接受现金付款。

You should only engage in CFD or Rolling Spot Forex trading if you are prepared to accept a high degree of risk and in particular the risks outlined in the Risk Warning Notice. You must be prepared to sustain the total loss of all amounts you may have deposited with your firm as well as any losses, charges (such as interest) and any other amounts (such as costs) we incur in recovering payment from you.

如果您准备接受高风险或尤其是《风险警告声明》中所列的风险，您应当只选择差价合约或展期现货外汇交易。您必须准备好承担您存与交易商处的全部资金损失，以及我们为您担负的任何损失、费用（如利息）及任何其他金额（如成本）。

Schedule 3 – Contracts for Differences - Commodities and Other Reference Assets Supplement

表 3 - 差价合约 - 商品期货及其他参考资产附表

2. SCOPE 范围

- 2.1 This Schedule supplements and amends the Customer Agreement as expressly provided below. Defined terms in the Customer Agreement shall be assigned the same meaning in this Schedule. In the event of any conflict or inconsistency between the Customer Agreement and this Schedule the provisions in this Schedule shall prevail. You acknowledge and agree that, by executing the Customer Account Application, you agree to be bound by the terms of this Schedule.

本表是对客户协议的增补与修正。客户协议定义的条款与本表保持一致。如果客户协议与本表中的条款发生任何冲突或矛盾，将以本表为准。您认可并同意，一旦客户账户申请书被执行，您将受到本表条款的制约。

3. SERVICES 服务

- 3.1 Orders for execution of a CFD Contract, unless otherwise agreed by us, are to be given to us electronically through the FOREX.com UK Online Trading System or Meta Trader Online Trading System to buy at the quoted offer price (“long position”) or sell at the quoted bid price (“short position”) for the relevant Reference Asset.

执行差价合约的定单，除非经我们另行同意，应通过 FOREX.com UK 的网上交易系统或 Meta Trader 网上交易系统以电子交易的形式发送给我们，在买价买入（“多头头寸”）或在卖价卖出（“空头头寸”）相关的参考资产。

- 3.2 You acknowledge and agree that unless otherwise agreed in a formal written instrument you will not be entitled to delivery of, or be required to deliver, any Reference Asset nor will you acquire any interest in any Reference Asset.

您认可并同意除非另经正式的书面同意，您无权交割或被要求交割任何参考资产，也不会要求任何参考资产的任何权益。

- 3.3 You acknowledge and agree that FOREX.com UK will have the right to close any Transaction in its sole and absolute discretion without notice if the Reference Asset is a derivative Financial Instrument or Commodity which may settle on expiry by a delivery other than in cash, a reasonable period prior to the expiry date as determined in the sole and absolute discretion of FOREX.com UK. FOREX.com UK will not be subject to any obligation to roll over a position in such a derivative Financial Instrument or Commodity.

您认可并同意 FOREX.com UK 有权在不通知您的情况下自行决定将任何交易平仓，如果参考资产是金融衍生产品或商品期货的话，而且他们将在到期时以非现金的方式在由 FOREX.com UK 完全自行决定的到期日之前的合理时期进行交割。FOREX.com UK 不受任何此类金融衍生产品或商品期货的延展头寸的责任制约。

4. ACCEPTANCE OF ORDERS AND OPENING OF CFD CONTRACTS 定单接受及差价合约的建立

- 4.1 If an Order has been executed in whole or in part it will not be possible for you to cancel the Order to the extent that the Order has been executed.

如果一张定单被全部或部分执行，则您将无法取消被执行部分的定单。

- 4.2 We reserve the right to limit the number of open positions you may enter or maintain in your Account. We also reserve the right, in our sole discretion to refuse to accept any Order opening a new position or increasing an open position.

我们保留限制及维持您账户中持仓量的权利。我们也保留根据我们自行决定拒绝接受任何建立新头寸的定单或加仓的定单。

5. CLOSING A CFD CONTRACT 差价合约的平仓

- 5.1 To close any CFD Contract in whole or in part you must enter into a second CFD Contract in relation to the same Reference Asset as the first CFD Contract but you must sell if the first CFD Contract was a purchase and you must purchase if the first CFD Contract was a sell. We will treat your Order to open the new position as an instruction to close the existing position to the extent of the size of the new position. If the new position is greater in size than the first position then the first position will be closed in full and a CFD Contract opened in relation to the excess size of the new position.

如要将一张差价合约部分或全部平仓，您必须另外设置一张具有相同标的的差价合约，但如果之前的定单是买单的话您必须设置一张卖单，反之如果之前是卖单的话现在必须设置一张买单。我们将根据新头寸的大小把您建立新头寸的定单视为原有头寸的平仓指令。如果新定单的大小大于先前的持仓头寸，则先前的头寸将被全部平仓，另外您将持有多出出来的头寸。

- 5.2 You acknowledge that Spreads, including market Spreads, can and do widen significantly in some circumstances, that they may not be the same size and that there is no limit on how large they may be. You acknowledge that when you close a Transaction, the Spread may be larger or smaller than the Spread when the Transaction was opened. For Transactions transacted when the Market of any Reference Asset is closed or in respect of which there is no Market for the Reference Asset, the bid and offer price figures that we quote will reflect what we believe the market price in an investment would be at that time. You acknowledge that such figures will be set by us at our reasonable discretion. Our quotation is not guaranteed to be within any specific percentage of the quotation of the Market of the Reference Asset, and the Spread quoted by us will reflect our view of prevailing market conditions. You undertake and agree not to use our bid and offer prices for any purpose other than for your own trading purpose, and you agree not to distribute our bid and offer prices to any other person whether such redistribution be for commercial or other purposes.

您认同点差，包括市场点差，在某些情况下可能或一定会大幅增加，也认同他们可能不是相同大小以及其大小没有限制。您认可在平仓时，点差可能比建仓时的更大或更小。在任何参考资产市场关闭或没有参考资产市场的情况下所做的交易，买卖报价将反映投资当时的市场价格。您认可这些报价将由我们自行合理的设置。我们的报价并没有保证一定要在参考资产市场报价的任何特定比例以内，我们所报的点差将反映我们对当前市场环境的看法。您接受并同意不使用我们的买卖报价用以您自己交易以外的任何其他用途，您同意不将我们的买卖报价传播给任何其他人，无论是出于商业目的或其他目的。

- 5.3 In addition to our rights at clause 22 of this Customer Agreement and our rights pursuant to clause 2.3 of this Schedule, we may close any Transaction in our sole discretion at any time without notice in the event that:

除了本客户协议下我们在第 22 条的权利及本表第 2.3 条相关的权利，一旦如下事件发生则我们可能随时在不通知您的情况下自行决定将任何交易平仓：

- (a) if it is a „sell“ Transaction, and due to illiquidity in the relevant Reference Asset we are unable to borrow a sufficient number of such Reference Asset to settle any underlying hedge position in respect of the Transaction; or

如果是“卖出”交易，而由于相关参考资产无法流通导致我们无法借贷足够数量的参考资产以结算交易对冲头寸，或者

- (b) if we are required, at any time, by a lender to return any Reference Asset borrowed by us which relates to a Transaction and we are then unable to maintain a hedge position in respect of that Transaction; or

如果在任何时候我们被债权方要求归还任何由我们借贷的与交易有关的参考资产，而导致我们无法维持该笔交易的对冲头寸，或者

- (c) if at any time we are otherwise unable to establish or maintain a hedge position or any other Hedging Disruptions occurs in respect of a Transaction or the continuation of any such hedge or Hedging Disruption is likely, in our reasonable judgment, to become more burdensome to us; or

无论何时如果我们无法建立或维持对冲头寸或交易或对冲持续方面发生任何其他对冲争端或如有可能发生对冲争端，根据我们的判断，可能会给我们带来更多负担。

5.4 **Effects of Close-Out.** With respect to any Transaction that is closed out by us pursuant to or as contemplated by the terms of the Customer Agreement:

平仓生效时间。 对于根据本客户协议的条款由我们平仓的任何交易：

- (a) except as may be otherwise specified in this Customer Agreement, the Closing Date will be the date designated by us to you and at a closing price as determined by us;

除非本客户协议另行规定，否则平仓时间为我们向您指定的时间，平仓价格也由我们决定。

- (b) no further payments or deliveries are required to be made on or after the Closing Date, except for settlement payments as provided below; and

平仓时或之后不要求进一步的付款或交割，除非下述结算条款，及

- (c) any and all amounts payable by either party in settlement of such Transaction are immediately due and payable.

双方任何或全部到期的交易结算款都需即刻支付。

Any and all obligations arising or existing between us as a result of the close-out of one or more Transactions will be satisfied by the net settlement (whether by payment, set-off or otherwise) of all amounts due and payable between us, and the net amount determined to be payable by either party will be immediately due and payable.

我们之间由一笔或几笔交易平仓所产生或存在的任何及全部债务将以全额净结算的方式（无论以付款、抵消或其他方式）清偿，任意一方所欠的净值都需即刻支付。

6. EXPIRY TRANSACTIONS 过期交易

- 6.1 Unless otherwise informed, if you do not close an Expiry Transaction on or before the Last Dealing Time then, we will close your Expiry Transaction as soon as we have ascertained the price of the Expiry Transaction. The price of the Expiry Transaction will be (a) the last traded price at or prior to the close or the applicable official closing quotation or value in the relevant Reference Asset as reported by the relevant exchange, errors and omissions excluded; plus or, as the case may be, minus (b) any Spread that we apply when such an Expiry Transaction is closed. Details of the Spread that we apply when a particular Expiry Transaction is closed are available on request. You acknowledge that it is your responsibility to make yourself aware of the Last Dealing Time and of any Spread or Commission that we may apply when you close an Expiry Transaction.

除非另行通知，否则如果您未能在最后交易时间或之前将过期交易平仓，我们将在确认过期交易价格之后迅速将您的过期交易平仓。过期交易的价格是(a)相关交易市场报出的参考资产休市时或之前的最后交易价

格，错误及省略不包含在内，增加或根据情况减少(b)在过期交易被平仓时应用的任何点差。过期交易被平仓时我们应用的点差细节可以请求查阅。您认可获知过期交易平仓时我们应用的最后交易时间及任何点差或佣金的情况是您自己的责任。

7. HEDGING DISRUPTION 对冲争端

- 7.1 Notwithstanding anything to the contrary in this Customer Agreement, if we determine that a Hedging Disruption has occurred, or may occur, including a Hedging Disruption which is a result of any actual or imminent delay, disruption, suspension, or reduction in any payment or settlement in respect of any transaction or asset we deem necessary to hedge our Transaction price risk, whether such Hedging Disruption arises directly or indirectly from the failure of a hedging counterparty to perform its obligations or otherwise, then we will be liable to you for any increased costs or expenses resulting from such Hedging Disruption (including any costs of unwinding, establishing or re-establishing a hedge) and we may upon notification of such costs to you deduct them from your account or demand payment. If you fail to comply fully and by the required time with the obligation to make payment this will constitute an Event of Default.

即使本客户协议中有任何与此相反的条款，一旦我们判断对冲争端已经发生或可能发生，包括由任何实际或即将的延迟、冲突、中断或付款或结算减少造成的对冲争端，无论是直接或间接地由对冲另一方未能履行其责任或其他原因所致，将承担由如此对冲争端（包括任何已形成的成本，对冲或再度对冲形成的成本）引起的任何增加的成本或费用，我们可能通知您这些成本的产生，并从您的账户中扣除这些费用或要求您偿付。如果您未能完全履行您的责任，在要求的时间内未能履约则将构成违约行为。

8. MARKET SUSPENSION AND DELISTING 市场中断及除牌

- 8.1 If at any time trading on a regulated Market is suspended in any Reference Asset which is listed on a Market we shall calculate the value of the CFD with reference to the last traded price before the time of suspension, or a closing price as reasonably determined by FOREX.com UK if no trading in that Reference Asset is undertaken during the Business Day on which a suspension occurs. In the event that the aforesaid suspension continues for five Business Days, we and you may in good faith agree a Closing Date and a value of the CFD. In the absence of such agreement, the CFD shall remain open in accordance with the provisions of this clause until such time as the aforesaid suspension is lifted or the CFD is otherwise closed. During the term of a CFD whose Reference Asset is suspended we have the right to terminate the CFD at our discretion and to amend or vary Margin requirements and Margin rates.

无论何时如果一个监管市场上牌的参考资产的交易中断，我们将根据中断前最后的交易价格或由FOREX.com UK 合理决定的平仓价格计算差价合约值，如果中断发生的交易日当天该参考资产没有进行任何交易的话。如果中断持续了5个工作日，我们和您将订立一个平仓日及差价合约值。如果没有这样的协议，根据此条款差价合约将继续持仓直至之前的中断终止或差价合约被另行平仓。在差价合约的参考资产被中断的时间内，我们有权单方面终止差价合约或修改或变化保证金比例及要求。

- 8.2 If a Regulated Market (as defined in the FSA's Rules) on which a Reference Asset is principally traded announces that pursuant to the rules of such Market the relevant Reference Asset has ceased (or will cease) to be listed, traded or publicly quoted on the Market for any reason and is not immediately re-listed, re-traded or re-quoted on the Market or quotation system located in the same country as the Market (or where the Market is within the European Union, in any Member State of the European Union), or already so issued, quoted or traded the day on which such event occurs, or (if earlier) is announced shall be the Closing Date. The closing price will be such price as notified by us to you.
- 8.3 如果参考资产所在的监管市场（由金融服务管理法规定义）宣布根据市场法规，相关的参考资产因任何原因被除牌（或将被除牌），或被停止交易或在市场公开报价，而且短期内不会重新上牌、交易或在市场或本国的报价系统（或者市场属于欧盟或任何欧盟成员国）公开报价，或者在如此事件发生时已经被如此签署、报价或交易，或者被宣布为平仓日，则平仓价格将是我们通知您的这些价格。