

尊敬的客户：

Dear client,

为保障您的合法权益，敬请您逐字逐句地认真阅读本合同的全部文件内容。本合同根据《中华人民共和国民法典》、《期货交易管理条例》等法律法规制定，所有内容都与您的利益息息相关。如有任何疑问，敬请垂询公司客服热线：4008859999，我公司将竭诚为您服务。

The following information in this Contract formulated in accordance with the Civil Code of the People's Republic of China, Regulation on the Administration of Futures Trading, among other laws and regulations, is closely related to your legitimate rights and interests. Please read through carefully. Should you have any questions, please contact our Customer Service hotline at +86 4008859999. We are at your service.

上海东证期货有限公司
Orient Futures Co., Ltd.

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期货交易风险说明书

市场风险莫测 务请谨慎从事

Futures Trading Risks Disclosure Statement

Market is full of unforeseen risks. Be cautious of trading.

尊敬的客户：

Dear client,

根据中国证监会的规定，现向您提供本《期货交易风险说明书》。

According to the regulations made by China Securities Regulatory Committee (CSRC), we hereby provide you with the document of *Futures Trading Risks Disclosure Statement*.

本说明书所称期货交易，是指采用公开的集中交易方式或者国务院期货监督管理机构批准的其他方式进行的以期货合约或者期权合约为交易标的的交易活动。您应当遵循“买卖自负”的金融市场原则，理解期货合约交易与期权合约交易的全部交易规则，认识期货交易风险，自行承担交易结果。

The futures trading under this Statement refers to the trading of futures or options on futures contracts in an open and centralized manner or in other manners as may be approved by CSRC. You should keep in mind the principle of caveat emptor (“let the buyer beware”), make clear all the rules governing the trading of futures and options on futures contracts, understand the potential risks of such trading, and undertake all the

consequences of your trading activities.

您在考虑是否进行期货交易时，您应当明确以下几点：

You should make clear the following items when considering whether you would conduct futures trading or not:

一、您应当充分了解到，期货合约交易采取保证金交易方式，具有杠杆性，带有高度的风险。相对较小的市场波动，可能使您产生巨大亏损，损失的总额可能超过您存放在期货公司的全部初始保证金以及追加保证金。期权合约交易采取权利金和保证金的交易方式，如您购买期权合约可能没有任何收益，甚至损失全部投资；如您卖出期权合约，您可能发生巨额损失，这一损失可能远大于该期权的权利金，并可能超过您存放在期货公司的全部初始保证金以及追加保证金。

Item 1 You should be fully aware that transaction in futures contracts is a leveraged trading on margin, and carry a high degree of risks. A minor fluctuation on the market may possibly result in huge loss. The total loss you may suffer may exceed not only the entire initial margin deposited in the futures company but also the called margin. Trading in the options on futures contracts is on an option premium and margin basis. The purchase of an option on a future may possibly result in no gains or even the loss of your entire deposits, and the selling of an option may incur a loss that far exceeds the premium paid for buying such option, or even the entire initial and additional margin deposited in the futures company.

二、您应当充分了解到，假如市场走势对您不利导致您的账户保证金不足时，期货公司会按照期货经纪合同约定的时间和方式通知您在规定时间内追加保证金，以使您能继续持有未平仓合约。如您未于规定时间内存入所需保证金，您持有的未平仓合约将可能在亏损的情况下被强行平仓，您必须承担由此导致的一切损失。

Item 2 During the futures transactions, if the market moves adversely and eventually results in the insufficiency of margin, the futures company will give margin call to you within the agreed way and time in the contract, so that you can transfer additional margin within the prescribed period to keep holding your positions. If you fail to respond the margin call within the specific time, the open interest may be liquidated forcedly under the condition of huge loss and you will be liable to take all the losses.

三、您必须认真阅读并遵守期货交易所和期货公司的业务规则，如果您无法满足期货交易所和期货公司业务规则规定的要求，您所持有的未平仓合约将可能根据有关规则被强行平仓，您必须承担由此产生的后果。

Item 3 You must carefully read and conform to the business rules of both the exchange and the futures company, otherwise the open interest may have the chance to be liquidated by enforcement according to the relative rules and you must be liable to take all the consequences.

四、您应当充分了解到，在因市场行情波动剧烈出现单边涨跌停价格、投资者缺乏投资兴趣、流动性的变化或其他因素给某些合约市场的流动性、有效性、持续性等带来不利影响时，您可能会难以或无法将持有的未平仓期货合约或期权合约平仓。如出现这类情况，您的所有保证金有可能无法弥补全部损失，您必须承担由此导致的全部损失。

Item 4 In case of the price limit on one side due to significant market fluctuations, a lack of investment, liquidity changes, or other factors adversely affecting the liquidity, efficiency or continuity of certain futures markets, the open futures or options on futures positions you held may be difficult to be closed or even can't be closed. In such cases, all of your margins may not cover the total loss and you should be liable for all the loss thereafter.

五、您应当充分了解到，由于国家法律法规的变化、期货交易所交易规则的修改、紧急措施的出台等原因，您持有的未平仓合约可能无法继续持有，您必须承担由此导致全部的损失。

Item 5 In case you are not allowed to keep holding the positions any more due to the reasons such as changes of the national laws, rules, and policies, emendations of the trading rules of futures exchanges, and release of emergency measures, you must be liable for all the losses.

六、您应当充分了解到，交易所根据法律法规规定和中国证监会授

权可能会对期货合约或期权合约的交易和行权(履约)进行一些限制。交易所有权根据市场需要暂停期货合约或期权合约交易,如果标的期货合约暂停交易,对应期权合约交易也将暂停交易。

Item 6 You should be fully aware that the exchanges may impose certain restrictions on the transactions in or exercise or assignment of options under futures or options on futures contracts in accordance with applicable laws and regulations in China under the authorization of CSRC. The exchanges have the right to halt the trading of futures or options on futures contracts where they deem necessary in consideration of the market conditions. In case a trading halt is declared for a futures contract, trading of options on that future will also halt.

七、您应当充分了解到,由于非期货交易所或者期货公司所能控制的原因,例如:地震、水灾、火灾等不可抗力因素或者计算机系统、通讯系统故障等,可能造成您的指令无法成交或者无法全部成交,您必须承担由此导致的损失。

Item 7 In case factors beyond the control of the futures exchange or the futures company, for instance, force majeure like earthquake, flood and fire or the breakdown of the computer system or the communication system, result in that your orders can't be executed or only be partly executed, you must take all the losses.

八、您应当充分了解到，在期货交易中，所有的交易结果须以当日交易所或结算机构的结算数据为依据。如果您利用盘中即时回报的交易结果做进一步的交易，您可能会承担额外的风险。

Item 8 All the trading results are based on the settlement data from the exchange or the clearing house when trading in the domestic futures market. You may undertake extra risk if you further transactions according to the real time report during trading time.

九、您应当充分了解到，如交易所因故无法及时完成结算，您可能会承担一定的风险。

Item 9 You may bear a certain degree of risks if the clearing house fails to complete the settlement in time for any reasons whatsoever.

十、您应当充分了解到，期货合约交易可能面临平仓、交割等几种后果，您到时未平仓或参与交割不符合期货交易所相关业务规则规定的，需要承担被强行平仓或交割违约的风险。

Item 10 The futures contracts may be settled by liquidation, delivery or in other ways. Where you fail to liquidate your positions before maturity or complete the delivery in compliance with the business rules of the relevant futures exchange, you will be solely liable for all the consequences of forced liquidation or default in respect of delivery.

十一、您应当充分了解到，期权合约交易可能面临平仓、行权或

期权到期放弃等几种后果，您应当熟知交易所期权平仓、行权的规则和程序，特别是有关实值期权到期自动行权，虚值期权到期自动放弃的交易规则，妥善处理期权持仓。如您买入期权，行权应该在交易所规定的时间内进行；如您卖出期权，则需要按照交易所规则承担履约责任。行权或履约后，您将获得标的期货合约，同时应当承担标的期货合约的保证金责任。如您的账户在收市前存在未成交的委托指令的，可能被冻结资金，由此可能导致行权可用资金不足的情况。

Item 11 The options on futures contracts may be settled by liquidation, or exercise or abandonment of the maturing options. You should be familiar with the applicable rules and procedures of the relevant exchanges, in particular the rules regarding automatic exercise of the expiring in-the-money options and automatic abandonment of the expiring out-of-the-money options, and duly manages your positions. Where applicable, you should exercise the options purchased within a prescribed period by the exchange, or assign the options sold in accordance with the rules of the exchange. Following such exercise or assignment, the underlying futures contract will be delivered, and margin deposit required on such contract. In case of unexecuted orders in your futures account at the closing of the market, the relevant funds will be frozen, which may limit the availability of funds for exercise of your options.

十二、您应当充分了解到，“套期保值”交易同投机交易一样，同样面临价格波动引起的风险。

Item 12 Hedging, similar to speculation, also faces the risks resulted from price fluctuations.

十三、您应当充分了解到，如果您未遵守中国证监会关于期货保证金安全存管的规定，将可能会影响您的期货保证金的安全性。

Item 13 If you fail to comply with the rules of the safe custody of margin issued by CSRC, your margin will be at risk.

十四、您应当充分了解到，利用互联网进行期货交易时将存在(但不限于)以下风险，您将承担由此导致的损失：

Item 14 Investors who conduct transactions through internet will face the following risks (but not limited to the followings), and should undertake all the consequences:

（一）由于无法控制和不可预测的系统故障、设备故障、通讯故障、电力故障、网络故障及其它因素，可能导致交易系统非正常运行甚至瘫痪，使您的交易指令出现延迟、中断、数据错误等情况；

1) The abnormal operation even the collapse of the trading system resulted from the uncontrollable and unforeseen breakdown of the system, equipment, communication, electricity, internet or others, may make the your trading orders delayed and interrupted or make mistakes of the data;

（二）由于网上交易系统存在被网络黑客和计算机病毒等攻击的可能性，由此可能导致交易系统故障，使交易无法进行及行情信息出现错误或延迟；

2) Because of the attack and invasion of hackers and viruses from the internet, the online trading system may be out of order which will result in the shutdown of transaction and mistake or delay of the market information;

（三）由于互联网上的数据传输可能因通信繁忙等原因出现延迟、中断、数据错误或不完整，从而使网上交易及行情出现延迟、中断、数据错误或不完整；

3) Online trading and market information may be subject to delay, interruption, inaccuracy or incompleteness of data due to delayed, interrupted, inaccurate or incomplete data transmitted on the internet during busy times;

（四）由于您未充分了解期货交易及行情软件的实际功能、信息来源、固有缺陷和使用风险，导致您对软件使用不当，造成决策和操作失误；

4) Fault operation or decision may result from your failure to fully understand the functions, information source, inherent imperfection and operation risk of the trading platform and software;

（五）您的网络终端设备及软件系统与期货公司所提供的网上交易系统不兼容，可能导致无法下达委托或委托失败；

5) Unable to issue orders or order failure may result if your terminal facilities and software fail to match the online trading system of the futures company;

（六）如果您缺乏网上交易经验，可能因操作不当造成交易失败或交易失误；

6) Improper operation may result in failures or mistakes of transaction if you are lack of online trading experience;

（七）您的密码失密或被盗用。

7) Password lost or embezzled.

十五、您应当充分了解到，从事期货交易您应当承担的所有手续费和相关税费的明确解释。

Item 15 You should make clear the explicit explanations of all service fees and taxes payable for futures trading.

十六、您应当充分了解到，如您提供的信息发生重要变化、可能影响您的投资者分类的，应当及时书面告知期货公司；因您未及时将信息变化情况书面告知经营机构，导致经营机构对您的适当性管理不准确的，您需承担相应责任。

Item 16 Any significant changes to the information submitted that may affect your type of investor shall be notified in writing to the futures company in time. You are held liable for all consequences arising from inappropriate management of your eligibility by the brokerage institution due to your failure to promptly notify such changes in writing.

十七、您应当充分了解到，期货公司履行投资者适当性职责不能取代您的投资判断，不会降低期货合约交易或期权合约交易的固有风险，您应当承担的投资风险、履约责任以及费用。

Item 17 You should be fully aware that the fulfillment by the futures company of its obligation to assess the client's eligibility shall not substitute your own investment judgment and will not reduce the inherent risks in futures or options on futures trading. You should be liable for all the investment risks, obligations and fees payable.

十八、您应当充分了解到，如果您参与《境外交易者和境外经纪机构从事境内特定品种期货交易管理暂行办法》规定的特定品种期货交易，支付的与本合同、期货合约等相关的款项涉及货币兑换的，您将承担汇率波动风险。

Item 18 When trading specific futures contracts set out in the *Interim Measures on the Administration of Overseas Investors and Overseas Brokers Trading Specific Futures Contracts in China*, you should assume

the risk of currency fluctuations where a currency exchange is involved in the settlement of all payables under this Contract or related to such specific futures contracts.

本《期货交易风险说明书》无法揭示从事期货交易的所有风险和有关期货市场的全部情形。您在入市交易之前，应当全面了解期货交易法律法规、期货交易所规则及期货公司的业务规则，全面评估自身的经济实力、产品认知能力、风险控制能力、生理及心理承受能力（仅对自然人客户而言）等，审慎决定是否参与期货交易。

The *Futures Trading Risks Disclosure Statement* is unable to disclose all risks related to the futures trading and the cases in futures market. So before trading, you should fully understand the futures trading laws, trading rules of the exchange and the business rules of the futures company. You are required to make thorough judgment of your financial capability, awareness of the products, risk control ability, physical and psychological endurance (only applicable to individual clients) to make a reasoned and informed decision on whether to participate in the futures trading.

以上《期货交易风险说明书》的各项内容，本人/单位已阅读并完全理解。

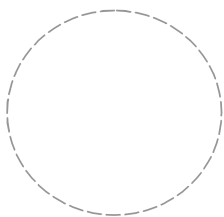
I/ Our company have/has already read and completely understand all the items of the *Futures Trading Risks Disclosure Statement* above.

(请抄写以上划线部分)

(Please write down the underlined part)

法人客户加盖公章

Affix the seal of legal entity



自然人/法定代表人或被授权人签字

Signature of individual client/ legal
representative or authorized person

签署日期： 年 月 日

Execution Date: [Month] [Day], [Year]

客户须知

Client Notice

一、客户须具备的开户条件

Item 1 Conditions for Account Opening

客户应是具备从事期货交易主体资格的自然人、法人或其他经济组织。

The client should be an individual person, legal entities or the other economic entities that are qualified to take part in futures trading.

自然人开户须是年满十八周岁、具有完全民事行为能力的公民。

The individual client should be the citizen who is at least 18 years old and with full civil capacity.

客户必须以真实的、合法的身份开户。客户须保证资金来源的合法性。客户须保证所提供的身份证明文件及其他有关资料的真实性、准确性、完整性。

The client should open an account with true and legal identification, and guarantee the legitimacy of the source of funds, and the authenticity, correctness and completeness of the identity documents and other materials.

二、开户文件的签署

Item 2 Signing the Account Opening Documents

自然人开户的必须由客户本人签署开户文件，不得委托代理人代为办理开户手续。

The individual client must sign all the account opening documents in person and is forbidden to entrust others to handle the account opening formalities for him/her.

法人、其他经济组织等客户开户可委托代理人办理开户手续、签署开户文件。委托代理人开户的法人客户应当向公司提供真实、准确、完整的开户代理人授权委托书及其他资料。

Legal entities and the other economic organizations can entrust proxy to handle the account opening formalities and sign the account opening documents. The institutional client who entrust proxy to handle the account opening formalities should provide the futures company with true, legal and valid power of attorney.

特殊单位客户开户的，应当遵守中国期货市场监控中心和各期货交易所关于特殊单位客户开户的规定。

Special institutional clients shall abide by relevant regulations issued by China Futures Market Monitoring Center (CFMMC) and the exchanges.

三、客户须知晓的事项

Item 3 Events That Clients Need to Know

(一) 知晓期货交易风险

(1) Be aware of the risks of futures trading.

客户应当知晓从事期货交易具有风险，全面评估自身的经济实力、产品认知能力、风险控制能力、生理及心理承受能力等，仔细阅读并签字确认《期货交易风险说明书》。

Clients should be aware of all the risks of futures trading. Prior to opening an account, clients should make overall judgments of their financial capability, awareness of the products, risk control ability, physical and psychological endurance. All the clients should carefully read and sign the *Futures Trading Risks Disclosure Statement*.

(二) 知晓期货公司及其工作人员不得做获利保证

(2) Both the futures company and its staffs can't guarantee profits.

客户应当知晓期货交易中任何获利或者不会发生损失的承诺均为不可能或者是没有根据的，期货公司及其工作人员不得与客户约定分享利益或共担风险。

Clients should know that any promise about the guaranteed profit or no loss risk in futures trading is impossible or groundless. Futures company and its staff are forbidden to reach any agreement with clients on profit and risk sharing.

(三) 知晓期货公司及其工作人员不得接受客户的全权委托

(3) Both futures company and its staff are forbidden to accept the carte blanche from the client.

客户应当知晓期货公司及其工作人员不得接受客户的全权委托，客户也不得要求期货公司或其工作人员以全权委托的方式进行期货交易。全权委托指期货公司代客户决定交易指令的内容。期货公司禁止所有工作人员接受客户的全权委托，任何人员接受客户全权委托的行为均属于个人行为，与期货公司无关。

Clients should be aware that both futures company and its staff are forbidden to accept the carte

blanche by client, while client is not allowed to give a futures company or its staff full authority for futures trading. Carte blanche herein means the futures company or its staff decides the trading orders at own discretion on behalf of the client. In any case, staff's acceptance of carte blanche by clients shall be considered as personal behavior and has no business of the futures company.

（四）知晓客户本人必须对其代理人的代理行为承担民事责任

(4) Clients should be liable to bear the civil responsibilities for his proxy.

客户代理人是基于客户的授权,代表客户实施民事行为的人,代理人在代理权限内以客户名义进行的行为即视为客户自己的行为,代理人向客户负责,客户对代理人代理行为的后果承担一切责任。

The proxy is the person who is given the full authority from the client and carries out the civil acts on behalf of the client. The behaviors conducted by the proxy within his authority are regarded as the behaviors conducted by the client himself. The proxy is responsible for the client, and the client should take all the consequences for the proxy's behaviors.

（五）知晓居间人独立承担民事责任

(5) Be aware of the independent civil responsibilities of intermediaries.

居间人是受期货公司或者客户委托,为其提供订约的机会或者订立期货经纪合同中介服务的自然人或法人。对于受期货公司委托的居间人,期货公司按照《居间合同》的约定向其支付报酬。居间人不是期货公司的员工,居间人独立承担基于居间关系所产生的民事责任,居间人的任何行为及造成的任何责任与期货公司无关。客户如委托居间人进行交易,其操作引起的一切后果及法律责任均由客户本人承担。

An intermediary is an individual or legal representative entrusted by a futures company or a client to provide contracting opportunities or intermediate services for the conclusion of futures brokerage contracts. The futures company should pay for the services provided by its entrusted intermediary in accordance with the *Intermediary Agreement*. The intermediary is not an employee of the futures company and should assume independent civil responsibilities arising from the intermediary relationship. The futures company should not be held liable for any act of the intermediary and the liabilities arising therefrom. The client entrusting an intermediary with the transactions should bear all the consequences and legal liabilities arising therefrom.

（六）知晓从业人员资格、居间人信息公示网址

(6) Know the public websites of the qualified futures practitioners and intermediaries

有关期货公司期货从业人员的信息可以通过中国期货业协会网站（www.cfachina.org）的期货从业人员执业资格公示数据库进行查询和核实。有关期货公司居间人的信息可以通过上海期货同业公会（www.shfa.org）与期货公司网站（www.orientfutures.com）进行查询和核实。

The information of the qualified futures practitioners can be inquired and verified through the database of the website of China Futures Association (CFA) (www.cfachina.org). The information of Orient Futures' intermediaries can be inquired and verified through the website of Shanghai Futures Association (www.shfa.org) and the website of Orient Futures (www.orientfutures.com).

（七）知晓期货保证金安全存管的有关规定

(7) Be aware of the rules of the safe custody of margin.

为保障期货保证金的安全，客户应当知晓并遵守中国证监会有关期货保证金存取的规定，应当确保将资金直接存入中国期货市场监控中心有限责任公司(以下简称中国期货市场监控中心)公告的期货公司的期货保证金账户，期货保证金的存取应当通过客户在期货公司登记的期货结算账户和期货公司的期货保证金账户转账办理。

To ensure the safety of the futures margin, client should understand and conform to the rules of the safe deposit and withdrawal of margin issued by CSRC. Client should deposit the margin into the futures company's margin account which is made public by CFMMC. The deposit and withdrawal of margin should be transferred between client's futures settlement account registered with the futures company and the margin account of the futures company.

（八）知晓公司的期货保证金账户和结算信息的查询网址

(8) Know the websites where the information of futures company's margin account and client's settlement report can be accessed.

客户可以登录中国期货市场监控中心网站（www.cfmmc.com 或 www.cfmmc.cn）或期货公司网站(www.orientfutures.com)，了解有关期货公司期货保证金账户信息；登陆中国期货市场监控中心了解期货公司为客户提供的结算信息。

Clients can log in the website of CFMMC (www.cfmmc.com or www.cfmmc.cn) or the website of the futures company (www.orientfutures.com) to know about the information of the margin account of the company; or log in the website of CFMMC to check the settlement information provided by the futures company.

客户知晓一旦发现从其他途径获得的账户信息与期货公司网站公示的账户信息不一致时，客户应拨打期货公司 4008859999 客服热线或期货公司网站公示的投诉电话进行查询。客户在确认期货公司期货保证金账户信息之前，轻易划转资金所造成的损失，由客户本人自行承担。

When the information of the margin account announced on the website of the futures company is not consistent with the information the clients get from the other ways, the clients should dial our customer service hotline 4008859999 or the complaint hotline shown at the website of the futures company to confirm. Clients should confirm the information of the margin account before margin transfer, otherwise all the consequences of the possible margin loss should be taken by the clients.

（九）知晓应当妥善保管密码及使用网上期货业务可能面临的风险

(9) Be aware of proper management of the password and the possible risk of online futures trading

客户应当妥善保管自己的交易密码、资金密码、期货市场监控中心密码及其他与期货交易相关的密码。本公司提醒您，注意保管好交易密码，不使用简单口令，输入口令时防止他人偷看，不对他人泄露口令，定期修改，并且随时查询交易情况及每日结算账单，以防密码失密或被盗用而引起的他人恶意操作，造成不必要的损失。凡使用密码进行的所有操作均视为客户本人的操作，客户必须承担由于管理不善造成密码泄密所带来的损失。客户开户时获取客户资金账号及相对应的初始交易密码、初始资金密码、中国期货市场监控中心提供查询系统的用户名、初始密码。客户知晓应在入金前更改上述密码，办理入金后视为已修改上述密码，办理入金后的一切操作均视为客户或获得客户授权的第三方的行为，相应的一切后果由客户自行承担。

Clients should protect properly their trading password, fund password, CFMMC password and other passwords related to futures trading. Please be noted: clients have the obligation to strengthen the protection of all kinds of the passwords, set complicated password, prevent password from being peeped, not reveal passwords to anyone else, and change the password periodically. Clients should check the trading status and the settlement report on a daily basis in order to prevent losses resulted from loss or embezzlement of the password. All the operations with passwords are considered to be conducted by clients themselves, and all the losses caused by improper protection of clients should be undertaken by clients themselves. When opening accounts, clients acquire the fund account number and the initial password, initial fund password, and the account name and initial password of the CFMMC enquiry system. Clients should change

all the above passwords before deposit the margin and the passwords will be deemed to have been changed after that. All the operations happening after depositing the margin are regarded to be conducted by clients themselves or their proxy, and all the related consequences should be undertaken by clients themselves.

客户应知晓使用网上期货交易软件、手机期货交易软件办理银期、期银转账等网上期货业务时，存在网上交易的计算机或手机终端可能由于感染木马、病毒导致密码被恶意程序窃取，客户使用的密码可能被他人偷看等不确定因素，由于使用网上期货业务而造成的一切后果均由客户自行承担。

The client should know that, when conducting online futures transactions such as futures-bank or bank-futures transfer using online or mobile software, the password may be stolen by malicious programs in the computer or mobile phone used for such purposes due to infection by a virus or Trojan, peeped by other people, or subject to other uncertainties. All possible consequences thereof shall be borne by the client.

期货公司采取必要的客户身份认证手段保证客户使用网上期货业务的账号、密码安全，客户也有前述密码使用与管理义务，保护客户的账号与密码。

Futures company shall take necessary measures such as personal identification to ensure the safety of the accounts and passwords of online futures trading for clients. Meanwhile, clients also have the obligations to safe keep the above accounts and passwords.

(十) 知晓并遵守期货交易所有关异常交易、程序化交易、实际控制关系帐户的有关规定

(10) Know the related rules of futures exchanges on abnormal trading behaviors, program trading and actual controlling relationship accounts

客户应当知晓并遵守期货交易所对自成交、频繁报撤单及其他异常交易行为和实际控制关系帐户的有关规定。

Clients shall know the rules of futures exchanges on cross trading, frequent submitting and cancellation of orders and other abnormal trading, and actual controlling relationship accounts.

客户应当知晓交易所关于程序化交易行为的定义，遵守程序化交易的相关规定，如存

在符合交易所定义的程序化交易行为，应及时告知甲方，由甲方向交易所报备。

Client should make clear the definition of program trading as set out by the exchange and comply with related rules. Any trading activities deemed as program trading in reference to the definition shall be promptly notified to Party A for reporting to the exchange.

客户应当知晓并遵守交易所有关实际控制关系账户的有关认定及报备的相关规定。

Clients should know and comply with the rules of futures exchanges on the identification and reporting of actual controlling relationship accounts.

客户违反上述规定，经期货公司提醒、劝阻、制止无效时，期货公司有权采取提高交易保证金、限制开仓、强行平仓、限制出金、拒绝客户委托或者终止经纪关系等措施，由此造成的一切损失，均由客户承担。

In case of breach of the abovementioned rules by the client despite the warning, dissuasion or restriction from the futures company, the futures company may take such measures as enhancing margin ratio, restricting interest open, liquidating by force, restricting margin withdrawal, declining orders, refusing the entrustment or terminating the brokerage relationship with the client. All losses arising therefrom shall be borne by the client.

（十一）知晓并遵守期货交易所持仓限额、交易限额规定

(11) Know the rules of futures exchanges on position and trading limits

客户应当知晓并遵守期货交易所对期货合约与期权合约的持仓限额、交易限额的有关规定。

The client should know and comply with related rules of futures exchanges on the position and trading limits of futures contracts and options on futures contracts.

客户违反上述规定，可能被采取限制开仓、强行平仓等措施，由此造成的一切损失，均由客户承担。

Client in breach of the abovementioned rules may be restricted on interest opening or liquidated by force. All losses arising therefrom shall be borne by the client.

（十二）知晓并遵守期货交易所和期货公司有关连续交易的业务规则

(12) Know and comply with related rules on continuous trading by futures exchanges and futures companies

客户参与连续交易的，应当认真阅读期货交易所关于连续交易的业务规则及期货公司有关连续交易的规定，充分了解并遵守连续交易在交易时间、开户、资金划拨、风险控制、应急处置等方面的特殊规定。

Client taking part in continuous trading should read carefully the regulations and business rules made by futures exchanges and futures companies to fully understand and comply with the special rules concerning continuous trading on trading time, account opening, fund allocation, risk control, and emergency handling procedure etc.

参与连续交易是指客户在日盘收市后持有连续交易品种头寸或在连续交易期间买卖连续交易品种合约。

Taking part in continuous trading refers to the circumstance that client holds positions after the day market close or buys continuous contracts during continuous trading hours.

（十三）知晓从事中间介绍业务证券公司的有关规定

(13) Know the rules on securities companies as introducing brokers

证券公司从事中间介绍业务限于以下服务内容：

Securities companies shall only provide the following services as introducing brokers:

1. 协助办理开户手续；
2. 提供期货行情信息、交易设施；
3. 协助期货公司向客户提示风险；
4. 中国证监会规定的其他服务。

1. Assisting in account opening formalities;
2. Providing futures market information and trading facilities;
3. Assisting the futures company in risk warning to clients;
4. Providing other services as prescribed by CSRC.

从事中间介绍业务的证券公司不得代理客户进行期货交易、结算或交割，不得代期货公司、客户收付期货保证金，不得利用证券资金账户为客户存取、划转期货保证金，不得代客户下达交易指令，不得利用客户的交易编码、资金账号或者期货结算账户进行期货交

易，不得代客户接收、保管或者修改交易密码，不得为客户从事期货交易提供融资或担保。

Securities companies engaged as introducing brokers shall not:

1. Conduct futures trading, settlement or delivery on behalf of clients;
 2. Collect or pay margins on behalf of the futures company or clients;
 3. Deposit, withdraw or transfer margins using securities capital accounts for clients;
 4. Place trading orders on behalf of clients;
 5. Conduct futures trading using clients' trading codes, ID certificates or futures settlement accounts;
 6. Receive, maintain or modify trading passwords on behalf of clients;
- Provide financing or guarantee for futures trading of clients.

（十四）知晓有关休眠账户的规定

(14) Know the related rules on dormant account

客户应当知晓并遵守中国证监会有关休眠账户的规定。客户账户被认定为休眠账户的，将被限制开新仓交易权限，如需转化为非休眠账户，应按照规定申请激活。

Clients should comply with the related rules on dormant account by CSRC. Once defined as a dormant account, the account shall be restricted on position opening, and clients should make application accordingly in case of reactivation of such accounts.

休眠账户是指截止休眠认定日，同时符合开户时间一年以上、最近一年以上无持仓、最近一年以上无交易（含一年）、认定日结算后客户权益在 1000 元以下（含 1000 元）四个条件的账户，以及其他符合休眠账户规定情形的账户。

Dormant accounts refer to those that have been opened for over a year, yet held no position, nor engaged in any trading in the past year, and have less than RMB 1,000 (inclusive) worth of client's equity after settlement, as of the account definition date.

（十五）知晓不得参与期货市场非法配资活动

(15) Know that illegal financing in futures market is prohibited

客户应当知晓非法配资活动违反了期货市场有关开户管理、账户实名制、期货经纪业务等方面的法律法规。

The client should know that illegal financing is in breach of the laws and regulations on account opening management, account real-name system, futures brokerage business.

客户参与非法配资活动的，期货公司有权采取拒绝客户委托或者终止经纪关系等措施，并向中国证监会及其派出机构报告，由此造成的一切损失，均由客户承担。

In case the client is involved in illegal financing activities, the futures company may take such measures as refusing the entrustment or terminating the brokerage relationship with the client, and should report such activities to CSRC and its detached agencies. Any losses arising therefrom shall be borne by the client.

（十六）知晓反洗钱、反恐融资、反逃税法律法规的有关规定

(16) Know laws and regulations on anti-money laundering, terrorist financing and tax avoidance

客户应当知晓不得利用期货账户从事洗钱或恐怖融资活动、不得有逃税行为，知晓期货公司作为金融机构承担反洗钱、反恐融资、反逃税义务，客户应积极配合期货公司开展反洗钱、反恐融资、反逃税工作，包括但不限于客户身份识别、可疑交易报告、风险等级划分、帐户实际控制关系申报等。

The client should know that engagement in money-laundering, terrorist financing or tax avoidance activities using the futures account is prohibited, and should actively assist the futures company in fulfilling its obligations relating to anti-money laundering/terrorist financing/tax avoidance, including but not limited to client ID identification, reporting of suspicious trading, risk rating and filing of actual controlling relationship accounts.

客户涉嫌或存在洗钱、恐怖融资或逃税行为的，除将被期货公司冻结出入金、限制交易外，还需要承担法律责任，构成犯罪的，将被追究刑事责任。

In case the client is suspected of or charged with having conducted any money-laundering, terrorist financing or tax avoidance activities, the futures company will freeze all deposits and withdrawals and restrict trading activities of the client. Corresponding legal liabilities, or criminal liabilities in case such activity constitute a crime, will be borne by the client.

（十七）知晓投资者适当性制度的有关规定

(17) Know related rules on client eligibility

客户应当满足中国证监会、中国期货业协会、期货交易所及期货公司关于投资者适当性管理的规定。期货公司根据法律法规、期货交易所业务规则、行业自律规则的各项要求对客户进行适当性评价。评价结果不构成对客户的投资建议，不构成对客户的获利保证。客户不得以不符合适当性标准为由拒绝承担期货交易结果。

The client shall comply with the rules on client eligibility set out by CSRC, CFA, futures exchanges and the futures company. The futures company will make assessments on the client's eligibility in accordance with relevant laws and regulations, business rules of the futures exchange and self-discipline rules of the futures industry. The results shall not constitute investing advice or interest promise. The client shall be responsible for the trading results arising from the client's failure to comply with eligibility standards.

（十八）知晓客户有关注自己账户的义务

(18) Have the obligation of keeping an eye on their accounts

由于期货交易行情波动幅度较大，在持仓或交易过程中，客户有义务随时关注自己账户的持仓、保证金和权益的变化，妥善处理交易持仓，并充分了解交易过程中期货公司的动态风险监控措施（包括追加保证金通知和强行平仓）。因客户未关注账户的最新变化情况，导致未能及时处置账户风险而造成的一切后果由客户自行承担。

Due to the high volatility of futures prices, clients have the obligation to keep an eye on the change of position, margin and equity of their own accounts in time during trading period, deal with the positions properly, and understand the dynamic risk control measures, such as margin call and forced liquidation, taken by futures companies. Otherwise all the consequences hereof resulting from failure to trace the changes to deal with the risks timely shall be taken by clients.

非主交易系统等电子化交易工具存在期货公司对客户进行的强行平仓操作结果无法通过非主交易系统等电子化交易工具实时查询的情况，客户应当知晓并在期货账户存在风险的情况下及时联系期货公司确认账户持仓。因使用非主交易系统等电子化交易工具而产生的客户持仓被期货公司强行平仓后再自行平仓而造成的一切交易损失由客户自行承担。

Clients shall know that the results of forced liquidation may not be sent promptly when a minor trading system and other electronic trading tools are adopted, and shall contact the futures company in time in case of account risks to confirm the account information. Clients shall take all the consequences resulting from it.

（十九）知晓期货委托理财可能带来的风险

(19) Know the potential risk from futures trading entrustment

期货委托理财（又称代客理财）是指投资者作为委托方，为实现委托资金增值的目的，

以特定的条件，将委托方的账户委托他人（受托方）进行期货交易的行为。客户知晓参与期货交易时，选择期货委托理财可能导致的账户资金亏损风险、账户资产被转移的风险、委托理财合同中可能涉及的不合理或欺诈条款无效而给委托方造成的损失、实际委托理财结果与预期的高回报可能存在巨大差距等不确定因素。客户因期货委托理财而导致的一切后果由客户自行承担。

Futures trading entrustment indicates that investors entrust other persons on specific conditions to trade futures with the purpose of adding value to the entrusted assets. Clients shall know the risks of assets loss, capital transfer, losses from unreasonable or fraud provisions in the entrustment contracts, and large difference between P/L and expected returns. The clients shall take all the responsibilities resulting from it.

您已知晓本公司员工和与我公司有居间关系的居间人不得私下进行代客理财，不得接受客户委托担任代理人（包括开户代理人、指令下达人、资金调拨人、结算单确认人）；不得对客户投资做盈利共享或损失分担的承诺，不得引诱或者误导客户参与期货交易。如您私下委托其代客理财，您将承担相应的风险。

The staff of Orient Futures and intermediaries of Orient Futures shall not conduct financial transactions on behalf of clients or be entrusted as agents for clients, including account opening agency, order placer, fund allocator or settlement sheet confirmer. Nor shall they make promise on shouldering losses or sharing interests, or lure or mislead clients to engage in futures trading. The client entrusting such staff or intermediaries with transactions should be liable for all risks arising therefrom.

（二十）知晓交易所关于套期保值、套利交易的有关规定

(20) Know the rules on hedging and arbitrage by the exchanges

客户知晓参与套期保值交易、套利交易的，应当遵守法律、法规和期货交易所的相关规定。客户出现持仓超限、频繁开仓交易、利用套期保值、套利额度进行影响期货合约价格、未按规定履行报告义务等行为的，交易所可以采取谈话提醒、书面警示、限制开仓、限期平仓、强行平仓、调整或者取消其套期保值、套利额度等措施。

Clients taking part in hedging and arbitrage shall comply with the laws and regulations and the rules of futures exchanges. In case of excessive holding position, opening interest in high frequency, influencing futures price with hedging or arbitrage quota, or failing to carry out report obligation, futures exchanges may take measures, such as conversation alert, written warning,

restricting interest opening, time limit on closing interest, liquidation by force, adjusting or canceling hedging or arbitrage quota.

知晓国有以及国有控股企业进行境内外期货交易，应当遵循套期保值的原则，严格遵守国务院国有资产监督管理机构以及其他有关部门关于企业以国有资产进入期货市场的有关规定。

State-owned and state-holding enterprises shall strictly obey with hedging principles and the related rules on state-owned assets entering futures market regulated by the state-owned assets supervisory and administrative agencies and other competent authorities when trading domestic and overseas futures.

（二十一）知晓程序化交易的相关事宜

(21) Know the related issues on program trading

客户知晓参与期货交易应当遵守法律、法规和期货交易所关于程序化交易报备的规定，在使用程序化交易前，如实通过期货公司向期货交易所报备程序化交易的相关信息。进行程序化交易的主动报备，将不会对客户的正常操作产生影响。

Clients shall know and comply with the laws and regulation as well as the rules by futures exchanges on reporting the information on program trading. Before program trading, clients shall report the related information to futures exchanges through futures companies truthfully. The active report conduct will not have any influence on clients' normal trading.

客户使用程序化交易系统/软件进行期货交易前，应知晓并接受该系统/软件的相关特性和局限性，对因使用该系统/软件可能导致的被期货交易所认定为异常交易行为、下达交易指令错误、获得成交结果失败等一切后果由客户自行承担。

Clients shall know and accept the characteristics and limitations of the trading system/software of program trading. Any abnormal trading behaviors, trading order errors or failure to get trading results resulting from such system/software identified by futures exchange shall be taken by clients.

客户应当明确利用程序化交易模型交易除了其它交易手段共同具有的风险外，还存在且不限于下列风险：

Clients shall understand program trading has the following risks except the common risks of other trading models, including but not limited to:

1. 由于计算机故障以及互联网数据传输等原因，模型指令可能会出现中断、停顿、延迟、数据错误等情况。

1. The model orders may be interrupted, suspended, delayed or mistaken because of computer breakdown or internet communication default.

2. 程序化交易模型只是交易辅助手段，仅在符合所设定参数、条件的情形出现时给出的信号提示，历史上根据模型交易的成功记录也并非未来获利的必然保证，使用程序化交易模型进行交易同样可能发生交易亏损。

2. Program trading is just a supplementary tool and sends a signal when the set parameters are satisfied under specific conditions. The successful record in historical data cannot guarantee a profit in the future. Program trading may get a loss as well.

3. 电脑设备及软件系统与所提供的程序化交易模型不相匹配，会造成无法给出提示信号或信号消失。

3. In case that computer equipment or trading system does not match the requirement of program trading models, the signal may not be sent or disappeared.

4. 如投资者不具备一定的程序化交易经验，可能因操作不当造成委托失败或委托失误。

4. If clients do not have experience in program trading, execution failure or mistake may occur.

由于上述风险的存在，期货公司对程序化交易软件的可靠性、准确性、安全性及出错发生均不做任何形式的担保，同时对由此可能会带来的损失不承担任何责任和义务。

Due to the abovementioned risks, futures companies will not guarantee in any form the reliability, accuracy, safety and free of errors of the program trading system, and are not liable for any loss incurred.

（二十二）知晓利用辅助交易手段的相关事宜

(22) Know the related issues on supplementary trading tools

使用期货公司提供的基本网上交易软件外的其他交易手段（包括但不限于“条件单”、“止损止盈单”、“闪电手”、“多账户”）进行期货交易的，由于条件设定多、操作难

度大、存在不确定因素多等情况，最终交易结果可能不符合预期。客户知晓前述风险因素，并应具备相应的操作知识和技能。因使用辅助交易手段而导致的一切后果由客户自行承担。In case that other trading tools, include but not limited to conditional orders, stop loss/stop gain orders, execute order by one key and multiple accounts, other than the basic online trading system futures company provides are used, trading results may not be consistent with expectation due to condition setup, operation risk and other uncertain factors. Clients shall know the above risks and have necessary operating knowledge and skills. All the consequences resulting from the use of supplementary tools shall be taken by clients.

(二十三) 知晓公司可以根据监管政策的变化调整《期货经纪合同》内容及业务规则

(23) Know that the content and the business rules of the *Futures Brokerage Agreement* can be modified according to regulatory requirements

期货公司可以根据法律、法规和监管政策的变化，调整《期货经纪合同》内容及业务规则。客户有义务随时关注期货公司通过中国期货市场监控中心查询系统、期货公司网站、短信、交易系统平台等方式发送的相关公告，了解期货公司最新的业务规则与相关信息。Futures companies have the right to modify the content and business rules of *Futures Brokerage Agreement* in accordance with the changes in laws, regulations and supervision requirements. Clients are obliged to keep an eye on the notices announced on CFMMC enquiry system, websites of futures companies, SMS and trading system, and understand the updated rules and related information.

(二十四) 知晓无法使用手机作为有效通讯方式可能带来的风险

(24) Know the potential risk from inability to use mobile phone as an effective communication means

客户应尽可能提供常用的手机作为有效通讯方式，确保在期货公司采取动态风险控制时，获取追加保证金、强行平仓等相关信息的及时性。因客户无法使用手机作为有效通讯方式或手机通讯方式变更未及时告知公司的，无法及时获知期货公司发送的各种信息导致的一切后果由客户自行承担。

The clients shall provide a frequently used phone number as an effective communication means to ensure the timeliness of receiving margin call and forced liquidation message by future companies to take dynamic risk control measures. In case that a client is not able to access mobile phone properly or he/she did not notify the futures company on the change of phone number, he/she shall

take the responsibility of all consequences resulted from not obtaining the message in time.

（二十五）知晓期货公司办公电话录音内容的法律效力

(25) Know the legal effect of phone record of futures company

客户知晓期货公司办公电话的录音内容具有法律效力，工作用途包括但不限于对客户进行风险提示、约定合同生效、发出追加保证金通知、发出调整保证金通知、发出强行平仓通知、约定手续费标准、发出反洗钱相关通知、处理投诉纠纷。

The clients shall know the phone records made by futures companies have legal effect, and the application includes but not limited to risk warning, agreement on contract validity, margin call, margin adjustment notification, forced liquidation notice, agreement on commission, anti-money-laundering message, and handling on complaints and disputes.

（二十六）知晓投资者信用风险信息管理的有关规定

(26) Know relevant regulations on the management of information concerning investors' credit risk

客户应当知晓国家关于建设社会信用体系的总体要求和内容、中国证监会关于证券期货市场诚信监督管理办法的规定以及中国期货业协会关于投资者信用风险信息管理的规定。

The clients shall know the general requirements of the state on the development of a social credit system and its contents, the provisions of the CSRC measures for the supervision and administration of integrity in the securities and futures markets, and the provisions of the CFA on the management of information concerning investors' credit risks.

当客户出现投资者信用风险信息管理制度中所列信用风险情形时，客户同意期货公司将此类信用风险信息报送至中国期货业协会行业信息管理平台，并同意由中国期货业协会按照投资者信用风险信息管理制度使用和管理此类信用风险信息。

When they encounter credit risks specified in the the regulations on the management of information concerning investors' credit risks, the clients agree that the futures company may submit such information to the industry information management platform of the CFA, and that the CFA may use and manage such information in accordance with the regulations on the management of information concerning investors' credit risks.

客户具有查询本人/本机构信用风险信息及对本人/本机构信用风险信息提出异议的权利。

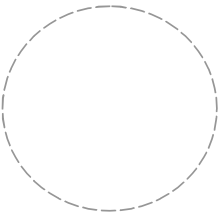
The clients may inquire about the information concerning their own/our credit risks and raise objection to such information.

以上《客户须知》的各项内容，本人/单位已阅读并完全理解。

I/ Our company have/has already read and completely understand all the items of the *Client Notice* above.

(请抄写以上划线部分)
(Please write down the underlined part above)

法人客户加盖公章	自然人/法定代表人或被授权人签字
Affix the seal of legal entity	Signature of individual client/legal representative or authorized person



签署日期： 年 月 日

Execution Date: [Month][Day], [Year]

期货经纪合同

Futures Brokerage Contract

甲方：上海东证期货有限公司

乙方（客户）：

Party A: Orient Futures Co., Ltd

Party B: Client

甲、乙双方经过平等协商，就甲方为乙方提供期货交易服务的有关事项订立本合同。

Through equal negotiation, Party A and Party B hereby agree to enter into this *Futures Brokerage Agreement* (this “Contract”) with respect to the terms and conditions regarding the futures trading services to be provided by Party A to Party B.

第一节 合同订立前的说明、告知义务

Section 1 Explanation and Notification Obligations prior to the Execution of This Contract

第一条 在签署本合同前，甲方已向乙方出示了《期货交易风险说明书》及《客户须知》，并充分揭示了期货交易的风险。乙方已仔细阅读、了解并理解了上述文件的内容。

Clause 1 Before entering into this Contract, Party A has presented the *Futures Trading Risks Disclosure Statement* and the *Client Notice* to Party B, and fully disclosed risks that may involve in futures trading. Party B has carefully read and understood the content of the said documents.

第二条 乙方应在签署本合同前仔细阅读所有条款，特别是有关甲方的免责条款，并准确理解其含义。

Clause 2 Party B shall carefully read all terms and conditions herein, particularly provisions regarding the disclaimers of Party A, and understood the meaning thereof before entering into this Contract.

第三条 乙方以自己的名义委托甲方从事期货交易，保证所提供的证件及资料具有

真实性、准确性及完整性。乙方声明并保证不具有下列情形：

Clause 3 Party B shall entrust Party A to conduct futures trading in the name of Party B and warrant that all certificates and materials provided thereby are authentic, accurate and complete. Party B represents and warrants that it is not:

- (一) 无民事行为能力或者限制民事行为能力的自然人；
- (二) 中国证监会及其派出机构、中国期货业协会、期货交易所、中国期货市场监控中心、期货公司的工作人员及其配偶；
- (三) 中国国家机关、事业单位；
- (四) 证券、期货市场禁止进入者；
- (五) 未能提供开户证明文件的单位或个人；
- (六) 中国证监会规定不得从事期货交易的其他单位或个人。

如果以上声明部分或全部不真实，乙方承担由此产生的全部法律责任并自行承担由此造成的一切损失。

- (1) A natural person without civil capacity or with limited civil capacity;
- (2) An employee of China Securities Regulatory Commission (CSRC), China Futures Association (CFA), any futures exchange, China Futures Market Monitoring Center (CFMMC) or futures companies, or the spouse of such employee;
- (3) A state organ or public institution;
- (4) Anyone who is prohibited from entry into the securities or futures market;
- (5) Any establishment or individual which fails to provide the supporting documents required for account opening; or
- (6) Any other establishment or individual which is prohibited by the CSRC from futures trading.

If the representations and warranties given above are untrue either partially or in their entirety, Party B shall bear all the legal responsibilities thereof and be solely liable for all losses so arising.

甲方根据中国证监会和交易所规定对乙方进行期货合约交易与期权合约交易适当性评估，乙方有义务提供真实、完整、有效的证明材料，通过甲方评估后方能进行期货合约交

易或期权合约交易。甲方履行投资者适当性职责不能取代乙方的投资判断，不会降低期货合约交易或期权合约交易的固有风险，不表明甲方对期货合约交易和期权合约交易的风险和收益做出实质性的判断或者保证。乙方应当依法承担投资风险、履约责任以及费用，乙方参与交易后不能以不符合适当性标准为由拒绝承担期货交易结果。

Party A shall assess the eligibility of Party B for futures and options on futures trading in accordance with the requirements of CSRC and the exchange. Party B is responsible for providing authentic, complete and valid supporting documents for the assessment, and shall not engage in such trading activities until recognized by Party A as an eligible trader. The fulfillment by Party A of its obligation to assess the eligibility of Party B shall not substitute the investment judgment of Party B and will not reduce the inherent risks in futures or options on futures trading. Nor shall such assessment be construed as any substantial judgment or guarantee regarding the risks or gains in futures or options on futures trading. Party B should be liable for all the investment risks, obligations and fees payable, and responsible for the trading results arising from the failure to comply with eligibility standards.

乙方签署本合同前，应充分考虑诸如高龄、低收入、特殊疾病、风险承受能力低等可能对乙方的期货交易产生影响的因素，审慎决定是否参与期货交易。乙方签署本合同的，甲方有理由认为乙方具备了足够的风险承受能力。因前述因素产生的一切影响及后果由乙方自行承担。

Before entering into this Contract, Party B shall decide whether to participate in futures trading prudently by taking full account of the factors which may have an impact on the futures trading of Party B, including but not limited to seniority, low income, special disease and low risk tolerance. If Party B elects to enter into this Contract, Party A shall have good reason to believe that Party B has sufficient risk tolerance. Any impacts or consequences arising from the said factors shall be solely borne by Party B.

合同生效后，乙方原提供给甲方的证件或者资料如果发生变更，或者超过有效期，乙方应及时以书面方式向甲方提供有效的最新证件或者资料，否则，甲方有权限制或关闭乙

方的交易权限，乙方应承担由此可能产生的一切责任和损失。因乙方提供的信息发生重要变化、可能影响投资者适当性分类的，应当及时书面告知甲方；若乙方未及时将信息变化情况书面告知甲方的，导致甲方对乙方适当性管理不准确的，由乙方承担相应责任。甲方收到书面通知后将根据乙方信息变化和商品期货合约、期权合约的信息变化情况，调整乙方的投资者分类和商品期货合约、期权合约的分级，以及适当性匹配意见并告知乙方。

If after the entering of force of this Contract any material change occurs to the certificates or materials provided by Party B to Party A or any such certificates or materials expire, Party B shall timely provide Party A with the most updated valid certificates or materials in writing, otherwise Party A shall reserve the right to limit or suspend the trading access of Party B, and all responsibilities and losses arising therefrom shall be solely borne by Party B. Any significant changes to the information submitted by Party B that may affect its type of investor shall be notified in writing to Party A in time. Party B should be held liable for all consequences arising from inappropriate management of its eligibility by Party A due to its failure to promptly notify such changes in writing. Upon receipt of the written notification from Party B, Party A shall re-assess Party B's type of investor and adjust the ratings of the futures or options on futures contracts held by Party B accordingly, and inform Party B of the results of such re-assessment and adjustments.

合同生效后，甲方获知乙方具有本条所列情形的，无论乙方是否告知甲方，甲方均有权拒绝乙方的新的交易指令，并有权进一步关闭乙方的交易权限，直至乙方销户。

Upon the effectiveness of this Contract, in case Party A becomes aware that any of the above happens to Party B, notwithstanding notification from Party B to Party A, Party A shall reserve the right to refuse the new trade orders from Party B and even suspend the trading access of Party B until the latter cancel its account.

第四条 在合同关系存续期间，乙方提供给甲方的身份证明文件过期或身份信息发生变更的，乙方有义务及时向甲方提供新的相关材料。否则，甲方有权拒绝乙方开新仓和出金指令，并有权进一步关闭乙方的交易权限，直至乙方销户。乙方在《交易编码申请表》

等甲方要求乙方填写的资料中提供的其他信息发生变更时，也应及时向甲方更新，否则，一切后果由乙方自行承担。

Clause 4 During the duration of the Contract, Party B has the responsibility to submit renewed documents to Party A when the identification documents are overdue or relevant information changed. Otherwise, Party A reserves the right to reject Part B's order to open positions or withdraw fund, and even close the trading access of Party B till the latter closes the account. Party B shall also notify Party A in case of changes to the other information contained in the *Trading Code Application Form* or other documents filled out by Party B as requested by Party A, otherwise Party B should bear all the responsibilities hereof.

第五条 甲方根据反洗钱法律法规履行客户身份识别、可疑交易报告及其他反洗钱义务，乙方应当积极予以配合。

Clause 5 Party A, in compliance with relevant anti-laundering laws and regulations, shall conduct identification screening, suspicious trading reporting and other related obligations of anti-money laundering, and Party B shall actively cooperate with Party A.

第六条 乙方同意由甲方指定的期货中间介绍商依据《证券公司为期货公司提供中间介绍业务试行办法》协助乙方办理开户及相关手续。乙方同意甲方的期货中间介绍商协助甲方对乙方送达交易结算报告、保证金追加通知等结算资料，以及进行风险提示等视同甲方的行为。

Clause 6 Party B agrees that Party A will designate a futures introducing broker to assist Party B in completing account opening formalities in according with the *Trial Measures for Securities Companies Serving as Introducing Brokers for Futures Companies*. Party B agrees that the Party A's designated futures introducing broker will assist Party A in providing Party B with trade settlement reports, margin call notifications and other settlement materials, and that risk warnings from such futures introducing broker shall be deemed as provided by Party A.

第七条 甲方应当在营业场所备置期货交易法律法规、各期货交易所规则、甲方业务规则等相关文件，公开甲方从业人员名册及从业人员资格证明等资料供乙方查阅。乙方

可以向甲方询问上述规则的含义，对于乙方的询问甲方应当详细解释。

Clause 7 Party A shall maintain copies of relevant documents, including without limitation, laws and regulations governing futures trading, rules of futures exchanges, and business rules of Party A, in the business place of Party A. Party A shall also allow Party B to access to Party A's practitioner list and qualification certificates of the practitioners. Party B may enquire Party A about the meanings of such documents, and Party A shall give detailed explanations as to the enquiry.

第二节 委托

Section 2 Engagement

第八条 乙方委托甲方按照乙方交易指令为乙方进行期货交易。甲方接受乙方委托，按照乙方交易指令为乙方进行期货交易。

Clause 8 Party B will engage Party A, and Party A will accept such engagement, to conduct futures trading on behalf of Party B according to the trade orders from Party B.

甲方根据期货交易所规则执行乙方交易指令，乙方应当对交易结果承担全部责任。由于市场原因、不可抗力原因、网络或通讯系统故障等原因，乙方交易指令部分或者全部无法成交，甲方不承担责任。

Party A will execute the trade orders of Party B pursuant to the rules of the futures exchange, but Party B shall be solely liable for the trading results. Party A shall not be liable in the event that the deal under any trade order from Party B cannot be closed, either partially or in its entirety, due to any market factor, force majeure event or network and communication system failure.

第九条 乙方所选择的代理人（包括开户代理人、指令下达人、资金调拨人、结算单确认人）不得为甲方及其期货中间介绍商的工作人员。代理人在乙方授权范围内所做出的任何行为均代表乙方行为，乙方应承担由此产生的全部责任。

Clause 9 The agents (including account opening agent, order placer and fund allocator)

selected by Party B shall not be employees of Party A or its futures introducing brokers. Any acts of the agents within the scope of authorization by Party B are done on behalf of Party B, with all responsibilities so arising to be solely borne by Party B.

乙方指定数名代理人的，如果没有明确注明须数名代理人共同从事被授权行为的，则视同其中任意一名代理人在授权范围内的行为有效。

If Party B designates two or more agents but has not specified the authorized acts which would not be valid unless done jointly by all or some of such agents, the acts of any such agent within the scope of authorization shall be deemed valid.

第十条 乙方如变更代理人，应当书面通知甲方并经甲方确认。乙方是法人客户的，乙方的法定代表人或者授权代表人应当在变更通知上签字并加盖公章（如有）。

Clause 10 In the event that Party B changes any agent, such change shall be informed to Party A in writing and confirmed by Party A. In the case where Party B is a corporate client, the notice of change must be signed and affixed with the official seal (if applicable) by the legal representative or the authorized representative of Party B.

乙方撤销代理人权限的，应当书面通知甲方，经甲方确认后生效。乙方未向甲方送达撤销代理人权限书面通知的，代理人在乙方授权范围内所做出的任何行为均代表乙方行为，乙方应承担由此产生的全部责任。

In the event that Party B cancels the authorization granted to any agent, Party B shall provide a written notice to Party A and such notice shall become effective after the confirmation of Party A. If Party B fails to serve a written notice to inform Party A on the cancellation of the authorization granted to the agent, any acts of the agent within the scope of authorization by Party B shall be deemed done on behalf of Party B, and Party B shall be solely liable for all responsibilities so arising.

第三节 保证金及其管理

Section 3 Margin and Its Management

第十一条 甲方在期货保证金存管银行开设期货保证金账户，代管乙方交存的保证金。乙方可以通过中国期货市场监控中心的网站(www.cfmmc.com 或 www.cfmmc.cn)查询甲方的期货保证金账户。

Clause 11 Party A will maintain a futures margin account with the futures margin depository bank, in which the margin paid by Party B will be kept in custody. Party B may enquire about the futures margin account of Party A through the website of CFMMC (www.cfmmc.com or www.cfmmc.cn).

第十二条 乙方的出入金通过其登记的期货结算账户与期货公司在期货保证金存管银行开设的期货保证金账户之间以同行转账的方式进行资金划转。甲方有权要求乙方出示出票方的有关证明文件，并在甲方确认乙方资金到账后方可开始交易。乙方的出入金方式应符合中国人民银行、中国证监会、国家外汇管理局、期货交易所、中国期货市场监控中心及期货保证金存管银行资金结算的有关规定。

Clause 12 The deposit and withdrawal of Party B will be transferred between and through the futures settlement account and the futures margin account maintained by the futures company with the futures margin depository bank. Party A shall have the right to require Party B not to commence trading unless Party B presents the relevant supporting documents issued by the drawer and Party A confirms receipt of fund paid by Party B. Deposit and withdrawal of Party B shall be conducted in a manner in compliance with the stipulations on fund settlement of People's Bank of China, CSRC, State Administration of Foreign Exchange of China, CFMMC as well as futures exchanges and futures margin depository banks.

第十三条 乙方应当保证其资金来源的合法性。甲方有权要求乙方对资金来源的合法性进行说明，必要时可以要求乙方提供相关证明。

Clause 13 Party B shall guarantee that its funds are from lawful sources. Party A may require

Party B to state the legitimacy of fund sources, and demand the relevant supporting documents from Party B if necessary.

乙方对其所做的说明及提供的证明文件负有保证义务，并承担相应的法律责任。

Party B is responsible for guaranteeing the authenticity of the statements and supporting documents it provides, and shall bear all the legal responsibilities in connection therewith.

第十四条 乙方交存的保证金属于乙方所有，除下列可划转的情形外，甲方不得挪用乙方保证金：

Clause 14 The margin deposited by Party B shall always remain the property of Party B. Party A may not misappropriate or transfer Party B's margin except in the circumstances of permitted transfer, solely as set forth below:

（一）依照乙方或者乙方资金调拨人的指示支付可提资金：

(1) The funds available for withdrawal are paid according to the instructions of Party B or the fund allocator of Party B;

可提资金的计算方法为：

Excess Funds shall be calculated as follows:

（1）当日有持仓账户：可提资金=（可用资金-客户权益中按照监管规定和期货交易所有价证券充抵规则等规定不可提取的资金）×乙方单个交易日从乙方期货账户划出资金的最大比例（乙方同意按 80%的比例执行，如有变动，由甲方按照本合同约定的方式另行告知。）

(i) In the case where the account maintains any position in the same day: Excess Funds =(available fund - fund in client's equities that is not allowed to be withdrawn pursuant to regulatory stipulations and rules of the futures exchange concerning offset with negotiable securities) × the maximum percentage of withdrawal from Party B's futures account that Party B is allowed of in a single trading day (Party B agrees that the maximum percentage shall be 80%, and Party A will provide notice in accordance with the method stipulated in this Contract if there is any change.

(2) 当日无持仓账户：可提资金=可用资金-客户权益中按照监管规定和期货交易所有价证券抵充规则等规定不可提取的资金

可用资金的计算方法为：

可用资金=客户权益(扣除浮动盈利)-交易保证金

(ii) In the case where the account does not maintain any position in the same day: Excess Funds = available fund - fund in client's equities that is not allowed to be withdrawn pursuant to regulatory stipulations and rules of the futures exchange concerning offset with negotiable securities

The available fund shall be calculated as follows:

Available fund = client's equities (floating gains deducted) - trading margin

- (二) 为乙方交存保证金或者结算的差额；
- (三) 为乙方交存权利金；
- (四) 为乙方支付交割货款或者乙方未履约情况下的违约金；
- (五) 为乙方支付的仓储费、检验费、过户费及其他费用；
- (六) 乙方因违法、违规被监管部门或者交易所处以的罚款；
- (七) 乙方应当支付的手续费、税款及其他费用；
- (八) 甲方与乙方签订的书面协议中双方同意的其他划款事项；
- (九) 有关法律、法规或中国证监会、期货交易所规定的其他情形。

(2) Margin or difference in settlement is deposited on behalf of Party B;

(3) Premium is deposited on behalf of Party B;

(4) Price for the delivered goods or damages arising from Party B's failure to perform is paid on behalf of Party B;

(5) Storage cost, inspect fee, transfer registration fee and other costs and expenses are paid on behalf of Party B;

(6) Fines imposed by any regulator or exchange against violation by Party B of the applicable laws or regulations are paid;

(7) Any service fee or tax or any other cost or expense due and payable by Party B is paid;

(8) Any other permitted transfer as agreed by Party A and Party B in a written agreement arises; or

(9) Any other circumstances prescribed by the applicable laws or regulations or by the CSRC or the futures exchange arises.

第十五条 乙方的资金调拨指令可以通过书面方式或银期转账系统下达。书面下达的指令必须有乙方或乙方指定的资金调拨人签字。甲方有权审核乙方的资金调拨指令，用以确定该指令是否有效，审核内容包括但不限于：签字是否和合同预留的印鉴相符、是否有足够可提资金、指令内容是否齐全和明确、是否违反有关法律法规规定等。当确定乙方的指令为无效或者不完整指令时，甲方有权拒绝执行乙方的资金调拨指令。

Clause 15 The fund allocation order of Party B may be placed in writing or through the bank-futures transfer system. An order placed in writing must have been signed by Party B or the designated fund allocator of Party B. Party A may review the fund allocation order of Party B to confirm whether the order is valid. The details to be reviewed shall include but not be limited to consistency between the signature and the signature card contained in the Contract, sufficiency of fund available for withdrawal, completeness and clearness of the contents of the order, and violation of applicable laws and regulations. Party A may refuse to execute the fund allocation order from Party B if such order is determined to be invalid or incomplete.

如乙方通过银期转账系统进行资金调拨的，应另行签订相关的银期转账服务协议书。
In case where Party B elects to allocate funds through the bank-futures transfer system, a bank-futures transfer service agreement shall be signed separately.

第十六条 乙方根据期货交易所规则以标准仓单、国债等价值稳定、流动性强的有价证券作为保证金。甲方应按照期货交易所规则的要求代为办理。甲方有权根据市场情况、期货交易所、结算机构的规定，或者甲方认为有必要时自行调整保证金比例。甲方调整保证金比例时，以甲方按本合同第六节的约定发出的调整保证金公告或者通知为准。甲方认为乙方持有的未平仓合约风险较大时，有权对乙方单独提高保证金比例或者拒绝乙方开仓。在此种情形下，提高保证金或者拒绝乙方开仓的通知按本合同第六节的约定单独对乙方发出。

Clause 16 Party B may offset margin with negotiable securities with stable value and strong liquidity, such as standard warrants and treasury bonds, in accordance with the rules of the futures exchange, which shall be handled by Party A on behalf of Party B as required by the rules of the

futures exchange. Party A shall reserve the right to adjust margin percentage based on market conditions or stipulations of the futures exchange or clearing agency at the reasonable and good faith discretion of Party A. Adjustment of margin percentage by Party A shall be subject to the margin adjustment announcement or notice published or provided by Party A in accordance with Section 6 of this Contract. When Party A deems that the open contract held by Party B involves any significant risk, Party A may raise the margin percentage solely against Party B or refuse to open any position for Party B. Under such a circumstance, the written notice informing increase of margin percentage or refusal to open position for Party B shall be sent solely to Party B in accordance with Section 6 of this Contract.

第十七条 甲方应当对乙方期货账户的有关信息保密，但国家法律法规和中国证监会另有特别规定的除外。

Clause 17 Party A shall keep information about Party B's futures margin account confidential unless otherwise required by the national laws and regulations or CSRC stipulations.

为保障乙方保证金的安全，乙方同意甲方按照中国证监会的规定或要求，向中国期货市场监控中心报送乙方与保证金安全存管相关的信息。

In order to ensure safety of Party B's margin, Party B agrees that Party A may submit information about Party B and the custody of the margin to CFMMC in accordance with the stipulations or requirements of the CSRC.

第四节 交易指令的类型及下达

Section 4 Types and Placement of Trade Orders

第十八条 中国期货市场监控中心提供查询系统的用户名、初始密码由甲方获取后，在本合同第三十二条中告知乙方，乙方应遵照中国期货市场监控中心的有关规定，及时修改初始密码。

Clause 18 After obtaining user name and initial password for the enquiry system that are

provided by CFMMC, Party A will inform Party B of the same by filling out the blanks left in Clause 32 hereof. Party B shall timely modify the initial password in accordance with the relevant stipulations of CFMMC.

乙方有安全保管自己的各项密码的义务，应加强账号、密码的保护，不使用简单密码、避免使用本人证件号码作为密码、定期修改密码、输入密码时防止他人偷看、不对他人泄露密码等。通过密码验证的交易指令视同乙方或者经乙方授权发出的指令，因乙方原因导致密码泄露、因乙方使用简单密码被第三方盗取或破译、或者因乙方保管密码不善带来的损失，甲方不承担任何责任。

Party B shall have the obligation to keep its passwords safely. Party B shall: (i) strengthen protection of its account number and passwords, (ii) not use simple passwords, (iii) avoid using the ID card number as password in the case where Party B is a natural person, (iv) modify the passwords on a regular basis, (v) prevent peeping when entering the passwords, and (vi) not disclose the passwords to any other person. Any trade order placed with Party B's trading password under Party B's account shall be deemed as placed by Party B or authorized by Party B. Party A shall not be held liable for any losses due to: (i) password disclosure caused by any reason on the part of Party B, (ii) third-party theft or deciphering of simple password set by Party B, or (iii) improper storage of passwords by Party B.

第十九条 乙方可以通过互联网、电话、书面、中国证监会规定的其他方式或甲乙双方约定等方式向甲方下达交易指令。乙方下达的交易指令类型应当符合各期货交易所及甲方的相关规定。

Clause 19 Party B may place trade orders to Party A through the Internet, telephone, written form or ways otherwise prescribed by CSRC or agreed between the parties. The type of trade order placed by Party B shall be compliant with the relevant stipulations of futures exchanges and Party A.

乙方通过互联网下达期货交易指令，是指乙方使用计算机、移动终端等设备并通过互

联网，或者通过甲方局域网络以及甲方期货中间介绍商营业场所局域网络向甲方下达交易指令，进行期货交易的一种交易方式，简称网上交易。

Placement of futures trade orders by Party B through the Internet shall mean that Party B conducts futures trading by placing trade orders to Party A with computers or mobile terminals through the Internet, including the local area network (“LAN”) of Party A or the LAN in the place of business of Party A’s futures introducing brokers. This trading pattern is also known as online trading.

第二十条 乙方申请网上交易，甲方认为乙方已完全了解网上交易的风险、承诺能够独立承担网上交易可能出现的风险和由此带来的损失。乙方进行网上交易，应当按照甲方的要求以自己的客户号、交易所交易编码、交易密码等下达交易指令。凡是用乙方交易密码在乙方账户内下达的交易指令皆视作乙方或者乙方的指令下达人所下达。

Clause 20 If Party B applies for online trading, Party A shall deem that Party B is fully aware of the risks that may involve in online trading and warrants that it is able to tolerate such risks and the resultant losses independently. When conducting online trading, Party B shall, in accordance with the requirements of Party A, place trade orders with Party B’s own client code, trading code of the exchange and trading password. Any trade order placed with Party B’s trading password under Party B’s account shall be deemed placed by Party B or the order placer of Party B.

第二十一条 乙方进行网上交易的，甲方交易服务器内的委托记录将作为甲乙双方核查交易指令合法、有效的证明。乙方同意，甲方交易服务器内的交易记录与书面指令具有同等法律效力。

Clause 21 In any instance where Party B conducts online trading, the mandate record in the trading server of Party A shall be deemed evidence that the legitimacy and validity of the trade order have been verified by Party A and Party. Party B agrees that the mandate records in the trading server of Party A shall have equal legal validity with the written form.

第二十二条 网上交易软件由甲方提供或由乙方从甲方指定处获取，乙方不得擅自或试图更改甲方提供的交易软件，否则由此造成的交易风险甲方不予承担。无论在何种情况

下，乙方都不得向第三者转让或拷贝甲方提供的交易软件，若发现类似情况，甲方保留追究乙方责任的权利。

Clause 22 The online trading software is provided by Party A or obtained by Party B from a source designated by Party A. In the absence of approval, Party B may not modify or attempt to modify the trading software provided by Party A, otherwise Party A will not be liable for the trading risks so arising. In no event shall Party B transfer or copy the trading software provided by Party A to any third parties, and Party A shall reserve the right to hold Party B liable upon discovery of any such case.

第二十三条 由于网上交易系统受各种因素的影响存在中断的可能性，为保证乙方交易的正常进行，甲方为乙方提供应急下单通道，当乙方不能正常进行网上交易时，可改作电话方式或其他甲乙双方约定的方式下单，甲方的应急报单电话号码以甲方网站公布的电话为准。

Clause 23 Given that the online trading system may be interrupted due to various factors, Party A will provide emergency order placement channels to Party B in order to ensure the normal proceeding of Party B's trading activities. When it is unable to conduct online trading normally, Party B may place orders through telephone or ways agreed between the parties instead. The emergency telephone number of Party A for the purpose of order placement shall be subject to the telephone number announced in Party A's website.

第二十四条 如有下列情况之一的，甲方有权终止乙方使用网上交易方式：

- （一） 乙方提出书面撤消申请，经甲方核准；
- （二） 乙方私自设立或变相设立营业场所进行委托交易的；
- （三） 乙方利用交易系统窃密或破坏交易系统的。

Clause 24 Party A may terminate use of online trading by Party B in the event that:

- (1) Party B submits a written cancellation request which has been approved by Party A;
- (2) Party B conducts agency trading through its place of business established without approval or established in a disguised form; or

(3) Party B steals any secrets by making use of the trading system or otherwise damages the trading system.

第二十五条 乙方通过电话方式下达交易指令的，应当与甲方约定身份认证方式：以交易密码或者双方书面约定的其他方式为准。通过甲方身份认证的交易指令视为乙方下达的指令。甲方接受电话方式下单的电话号码以甲方网站公布的电话为准。

Clause 25 In case Party B places any trade order through telephone, the parties shall agree on the method of client identification in prior, such as using the trade password or in other ways as agreed upon between the parties in writing. Any trade order placed with the identification of Party B shall be deemed as issued by Party B. The telephone number used by Party A to accept trade orders shall be subject to the telephone number announced in Party A's website.

以电话方式下达交易指令的，甲方有权进行同步录音保留原始交易指令记录。乙方同意，甲方的录音记录将作为甲乙双方核查交易指令合法、有效的证明，与书面指令具有同等法律效力。

Where a trade order is placed through telephone, Party A may record such trade order in order to keep the original record of the trade order. Party B agrees that the audio record of Party A may serve as evidence that the legitimacy and validity of the trade order are verified by Party A and Party B and such record shall have equal legal validity with the written form.

乙方以书面方式下达交易指令的，交易指令单的填写应完整、准确、清晰，并由乙方或者乙方指令下达人签字（及/或盖章）。

In case of placing trade orders in writing, Party B shall submit a trade order form with complete, accurate and clear order information and duly signed (and/or sealed) by Party B or the order placer of Party B.

第五节 交易指令的执行与错单处理

Section 5 Execution of Trade Orders and Disposition of Wrong Orders

第二十六条 乙方下达的交易指令应当包括乙方客户号（或交易编码）、品种、合约、数量、买卖方向、价格、开平仓方向等内容。期权合约交易指令应当包括乙方 账号（或交易编码）、买卖方向、品种、数量、合约月份及年份、合约标的物、开平仓方向、行权价格、期权类型、权利金等内容。

Clause 26 Any trade order placed by Party B shall contain, among other details, the client code (or trading code) of Party B, type, contract, quantity, trading direction, price and direction of position opening or closing of the trade. Trading order for options on futures contracts contains client code (or trading code) of Party B, trading direction, type, quantity, contract month and year, underlying assets, direction of position opening or closing, strike price, options type and premium.

甲方有权审核乙方的交易指令，包括但不限于保证金是否充足，指令内容是否明确，是否违反有关法律法规和期货交易规则等，以确定指令的有效性。当确定乙方的指令为无效指令时，甲方有权拒绝执行乙方的指令。

Party A may review the trade order of Party B to confirm whether the order is valid. The details to be reviewed shall include but not be limited to sufficiency of the margin, clearness of the contents of the order, and violation of applicable laws and regulations and futures trading rules. Party A may refuse to execute the order from Party B if such order is confirmed as invalid.

第二十七条 乙方下达的指令仅限当日有效。乙方在发出交易指令后，可以在指令全部成交之前向甲方要求撤回或者修改指令。但如果该指令已经在期货交易所全部或部分成交的，包括可能的重复成交，乙方则应当承担交易结果。

Clause 27 The order placed by Party B shall be valid only on the date of placement. After placing a trade order, Party B may require Party A to revoke or modify the order at any time before the deal under the order is closed. Notwithstanding the foregoing provision, Party B shall be liable for the trading results if the deal under the order has been closed (including possible repeated closing) at any futures exchange either partially or in its entirety.

第二十八条 由于市场原因或者其他非甲方所能预见、避免或控制的原因导致乙方交

易指令全部或者部分无法成交的，甲方不承担责任。

Clause 28 Party A shall not be liable if the deal under any trade order of Party B cannot be closed, either partially or in its entirety, due to any market conditions or any reasons that cannot be predicted, avoided or controlled by Party A.

第二十九条 交易过程中，乙方对交易结果及相关事项向甲方提出异议的，甲方应当及时核实。为避免损失的可能发生或者扩大，甲方在收到乙方的异议后，可以将发生异议的持仓合约进行平仓或者重新执行乙方的交易指令，由此发生的损失由最终认定的有过错一方承担。甲方错误执行乙方交易指令，除乙方认可的以外，交易结果由甲方承担。

Clause 29 Any objection raised by Party B in the trading as to the trading results or related matters shall be promptly handle by Party A. In order to avoid possible occurrence or worsening of losses, Party A may liquidate the open contract involving objection or re-execute the trade order of Party B upon receipt of the objection from Party B. Any losses arising therefrom shall be borne by the party at fault. In the event that Party A executes any trade order of Party B mistakenly, Party A shall be liable for the trading results unless they are accepted by Party B.

第六节 通知与确认

Section 6 Notification and Confirmation

第三十条 甲方对乙方的期货交易实行当日无负债结算。只要乙方在该交易日有交易、有持仓或者有出入金的，甲方均应在当日结算后按照本合同约定的方式向乙方发出显示其账户权益状况和成交结果的交易结算报告。

Clause 30 Party A will implement daily mark-to-market settlement for the futures transactions of Party B. Insofar as Party B conducts any transaction or maintains any position or conducts deposit or withdrawal on a trading day, Party A will, in the manner stipulated in this Contract, send a trade settlement report indicating equities in Party B's account and trading results to Party B after settlement of the day.

乙方同意在没有交易、持仓及出入金时，甲方可以不对乙方发出交易结算报告，除非乙方特别要求。

Party B agrees that Party A may not send trade settlement reports to Party B in case of no transaction or any position, or that no deposit or withdrawal is made, unless otherwise required by Party B.

第三十一条 为确保甲方能够履行通知义务，乙方应及时了解自己账户的交易情况，双方同意利用中国期货市场监控中心查询系统作为甲方向乙方发送交易结算单、追加保证金通知书、强行平仓书通知书、客户补充须知等文件的主要通知方式。

Clause 31 In order to ensure that Party A performs the obligation of notification while Party B keep itself informed of the transactions under its own account, the parties agree that the enquiry system of CFMMC is the major method of notification through which Party A may send documents to Party B, including without limitation, the trade settlement sheet, margin call, notice of forced liquidation and supplementary notice to clients.

甲方应在每日结算以后，及时将上述文件发送到中国期货市场监控中心。乙方应及时登录中国期货市场监控中心查询系统，接收甲方发出的上述文件。

After the market closes for a trading day, Party A shall send the said documents to CFMMC, and Party B may visit the enquiry system of CFMMC in order to receive such documents sent by Party A.

甲、乙双方均同意，只要甲方将上述文件发送到中国期货市场监控中心，即视为甲方履行了对乙方的通知义务。

The parties agree that sending of the said documents to CFMMC by Party A shall be construed as Party A's fulfillment of the notice obligations.

第三十二条 中国期货市场监控中心的网址为 www.cfmmc.com 或 www.cfmmc.cn，乙方可通过该网址登录中国期货市场监控中心查询系统。

乙方登录查询系统的用户名为：_____。

乙方登录查询系统的初始密码为：_____。

乙方在首次登录上述系统后，应立即修改初始密码，凡是通过登录查询系统后对交易结算单的确认，均视为客户本人或其授权人对之前所有交易结算报告结果的确认。

Clause 32 The website of CFMMC is www.cfmmc.com or www.cfmmc.cn, through which Party B may visit the enquiry system of CFMMC.

The user name used by Party B to visit the enquiry system:_____

The initial password used by Party B to visit the enquiry system: _____

Party B shall modify the initial password immediately after the first visit to the said system. Confirmation of any trade settlement sheet through the enquiry system shall be deemed confirmation by the client or any authorized person thereof of the outcomes indicated in all the previous trade settlement reports.

第三十三条 由于中国期货市场监控中心查询系统只保存最近 6 个月的投资者交易结算信息；在乙方销户以后，查询系统也会相应取消对乙方的查询服务，因此，乙方应及时将接收到的结算报告或通知书打印或者下载保存。

Clause 33 Given that the enquiry system of CFMMC only keeps information of the investor account of the latest six months, the enquiry system will cancel the enquiry service offered to Party B after Party B cancels its account. Therefore, Party B shall timely print or download and save the settlement reports or notices that it receives.

第三十四条 由于中国期货市场监控中心查询系统与甲方采用的交易结算系统不同，甲方着重提示乙方应注意二者在格式、公式、概念上的区别，以免对交易账户的状况产生误解，造成不必要的损失。

Clause 34 Given that the enquiry system of CFMMC is different from the trade settlement system adopted by Party A, Party A hereby particularly reminds Party B to keep alert of the

differences of these two systems in terms of format, formula and concepts in order to avoid misunderstanding as to the status of the trading account resulting in losses.

甲方结算系统提供的账单是逐日盯市结算方法，与交易所一致，而查询系统除了提供逐日盯市结算方法外，还提供逐笔对冲结算方法计算的结算账单。甲方结算系统逐日盯市与查询系统中逐笔对冲的主要差别在于：

The account statements provided by the settlement system of Party A are mark-to-market, which is consistent with the practice of the exchanges. In addition to the mark-to-market settlement, the enquiry system also provides account statements that are calculated based on hedging on a trade-by-trade basis. The following are the key differences between the mark-to-market practices adopted by Party A' settlement system and the practice of hedging on a trade-by-trade basis adopted by the enquiry system:

一、逐日盯市：

1、平仓盈亏（逐日盯市）=平当日仓盈亏+平历史仓盈亏

(1) 平当日仓盈亏=当日开仓价与平仓价之差×手数×交易单位

(2) 平历史仓盈亏=平仓价与昨日结算价之差×手数×交易单位

2、持仓盈亏（逐日盯市）=持当日仓盈亏+持历史仓盈亏

(1) 持当日仓盈亏=当日结算价与当日开仓价之差×手数×交易单位

(2) 持历史仓盈亏=当日结算价与昨日结算价之差×手数×交易单位

3、当日盈亏=平仓盈亏（逐日盯市）+持仓盈亏（逐日盯市）+股指期货行权盈亏

因此，客户权益即当日结存（逐日盯市）=上日结存（逐日盯市）+当日存取合计+当日盈亏-当日手续费+权利金收支差额。

1. Mark-to-market (MTM) daily

(1) Gain or loss on liquidation (MTM daily) = gain or loss on liquidation of day positions + gain or loss on liquidation of historical positions

(a) Gain or loss on liquidation of day position = difference between open price and exit price of the same day × multiple of trading unit × trading unit

(b) Gain or loss on liquidation of historical position = difference between exit price and settlement price of the previous day $\times$ multiple of trading unit $\times$ trading unit

(2) Gain or loss on holding positions (MTM daily) = gain or loss on holding day positions + gain or loss on holding historical positions

(a) Gain or loss on holding day position = difference between settlement price and open price of the same day $\times$ multiple of trading unit $\times$ trading unit

(b) Gain or loss on holding historical position = difference between settlement price of the same day and settlement price of the previous day $\times$ multiple of trading unit $\times$ trading unit

(3) Gain or loss of the day = gain or loss on liquidation(MTM daily)+gain or loss on holding positions(MTM daily)+profit or loss of stock index option exercise

Therefore, client's equity, or balance of the day (MTM daily) = balance of the previous day (MTM daily)+ total deposits and withdrawals of the day+ gain or loss of the day-fees of the day+ difference between premium income and payment.

二、逐笔对冲

1、平仓盈亏（逐笔对冲）=开仓价与平仓价之差 $\times$ 手数 $\times$ 交易单位

2、浮动盈亏=当日结算价与开仓价之差 $\times$ 手数 $\times$ 交易单位

3、当日结存（逐笔对冲）=上日结存（逐笔对冲）+当日存取合计+平仓盈亏（逐笔对冲）+股指期货行权盈亏-当日手续费+权利金收支差额

因此，客户权益（逐笔对冲）=当日结存（逐笔对冲）+浮动盈亏。

2. Hedging on a trade-by-trade basis

(1) Gain or loss on liquidation (hedging on a trade-by-trade basis) = difference between open price and exit price $\times$ multiple of trading unit $\times$ trading unit

(2) Floating gain or loss = difference between settlement price and open price of the same day $\times$ multiple of trading unit $\times$ trading unit

(3) Balance of the day(hedging on a trade-by-trade basis) = balance of the previous day(hedging on a trade-by-trade basis)+total deposits and withdrawals of the day+ gain or loss on liquidation (hedging on a trade-by-trade basis)+profit or loss of stock index option exercise-fees of the day+difference between premium income and payment.

Therefore, client's equities (hedging on a trade-by-trade basis) = balance of the day (hedging on a trade-by-trade basis)+floating gain or loss

第三十五条 除采用中国期货市场监控中心查询系统作为主要通知方式外,甲方同时采用以下辅助通知方式的一种或多种向乙方发送交易结算单、追加保证金通知书、强行平仓书通知书、调整保证金通知、手续费收取标准、各类风险提示文件、客户补充须知与异常交易监控相关的通知或监管决定等文件:

Clause 35 In addition to the enquiry system of CFMMC that is used as a main method of notification, Party A will also send the following documents to Party B in one or several supplementary manners shown as follows, including without limitation, the trade settlement sheet, margin call, notice of forced liquidation, notice of margin adjustment, fee rates, various risk disclosure documents, supplementary notice to clients, and notice or regulatory decision concerning abnormal trades supervision:

- 1、乙方在附件《交易编码申请表》或《特别指定事项附表》中预留的相关通知方式中的任意一种或多种;
- 2、网上行情或交易系统信息提示;
- 3、甲方网站公示、营业场所公告(营业场所公告仅限于各类风险提示文件、客户补充须知)。

1. Any one or more than one method(s) of notification as indicated by Party B in the *Application Form for Trading Code* or the *Special Designation Schedule* attached hereto;
2. Online notices of market information or from the trading system; and
3. Posts on Party A's website and bulletins in Party A's place of business (with the latter including

only risk warning documents and supplementary notices to clients).

第三十六条 乙方在附件《交易编码申请表》或《特别指定事项附表》中所留的地址、电话、邮箱等是甲方向乙方履行辅助通知、提示义务的有效方式。甲方按照本合同约定的方式履行了各类通知和提示义务的，如因非甲方原因造成乙方未收到的，视同甲方如约履行了通知和提示义务。法院、仲裁机构或甲方向乙方发出的书面文件（包括但不限于法律文书、通知、函件、律师函等）均可通过专人送达、特快专递、传真等合法方式向乙方预留的地址进行送达。若无人接收或拒收导致文书被退回的，文书退回之日即视为送达。乙方不得擅自变更预留的联系方式。

Clause 36 The address, telephone number, email address and other contact details indicated by Party B in the attached *Trading Code Application Form* or the *Special Designation Schedule* should be valid contact details with which Party A can perform the obligation of supplementary notification and reminder to Party B. In the event that Party B fails to receive the notification other than due to any act or omission of Party A, Party A shall be deemed to have duly performed the obligations of notification and reminder insofar as Party A has notified or reminded Party B in the manner set forth herein. Written documents (including but not limited to legal documents, notices, letters, and lawyers' letters) sent by courts, arbitration institutions or Party A to Party B can be delivered to the address offered by Party B by special personnel, express mail, fax and other legal means. If such documents are returned due to the fact that no one accepts them or their delivery is rejected, they shall be deemed to have been delivered and served on the date of return. Party B shall not change the contact information it provided without authorization.

甲方或者乙方要求变更通知方式的，应当及时书面通知对方，并经对方确认后方可生效。否则，由变更造成的通知延误或者损失均由变更方负责。

If any party requests to change any method of notification, it shall timely inform the other party in writing. The change shall not become effective unless confirmed by the other party, otherwise any delay in notification or any loss arising out of the change shall be solely borne by the party that initiates the change.

如果乙方另行指定指令下达人、资金调拨人的，除非乙方向甲方作出书面通知并获得甲方确认，甲方有权选择乙方、乙方指定的指令下达人、资金调拨人之一的联系方式作为甲方向乙方发送追加保证金通知书、强行平仓通知书的有效方式。

Where Party B designates any other order placer or fund allocator, unless Party B has provided a written notice to Party A on the revoking of such designation, and obtained confirmation from Party A regarding the same, Party A shall be entitled to choose the contact details of Party B, designated order placer or fund allocator of Party B as the valid contact details through which Party A may send the margin call and notice of forced liquidation to Party B.

第三十七条 乙方有义务随时关注自己的交易结果并妥善处理未平仓合约，如果乙方因某种原因无法收到或者没有收到当日交易结算报告的，应于下一个交易日开市前的 30 分钟之前向甲方提出，否则，视同乙方收到当日交易结算报告。乙方提出未收到交易结算报告的，甲方应及时补发。

Clause 37 Party B shall have the obligation to pay close attention to its trading results at any time and properly dispose of the open contracts. In the event that Party B cannot or fails to receive the trade settlement report of the trading day for any reason whatsoever, Party B shall indicate the same to Party A 30 minutes before the market opens for the immediately following trading day. If Party B fails to do so, the trade settlement report of the same day shall be deemed received by Party B. Party A shall properly send the trade settlement report to Party B if Party B alleges that the report is not received.

乙方在交易日开市前的 30 分钟之前未对前日交易结算报告提出异议的，视为乙方对交易结算报告记载事项的确认。异议应由乙方本人或其授权的结算单确认人以书面方式（传真或当面提交）向甲方提出，甲方应当及时处理所收到的书面异议。

If Party B does not raise any objection as to the trade settlement report of the previous day 30 minutes before the market opens for a trading day, it shall be deemed that the issues set forth in such trade settlement report have been confirmed by Party B. Objections, if any, shall be

submitted in writing (by fax or delivery in person) to Party A either by Party B or by settlement sheet confirmer authorized by Party B. Party A shall promptly handle the written objections received thereby.

第三十八条 乙方对当日交易结算报告的确认，视为乙方对该日及该日之前所有未平仓合约和交易结算结果、强平结果、资金存取的确认。

Clause 38 By confirming the trade settlement report of a trading day, Party B confirms the settlement results and/or forced liquidation results of all open contracts and trades as well as fund deposits and withdraws on and before such day.

第三十九条 由于甲方原因导致交易结算报告的记载事项出现与实际交易结果和权益不符的，乙方的确认不改变乙方的实际交易结果和权益。对于不符事项，甲、乙双方可以根据原始财务凭证及交易凭证另行确认。

Clause 39 If any issue set forth in the trade settlement report is inconsistent with the actual trading results and equities due to any reason on the part of Party A, the actual trading results and equities of Party B shall not be changed by virtue of confirmation by Party B. Party A and Party B may confirm the inconsistent issue based on the original financial documentation and trading documentation and parties shall reasonably cooperate to promptly resolve the inconsistency.

第四十条 乙方同意当期货交易所因故无法及时向甲方提供结算结果时，甲方可以根据期货交易所提供的当日结算数据对乙方进行结算，按照本合同第三十条的约定向乙方发送交易结算报告，并据此对乙方采取相应的风险控制措施。

Clause 40 Party B agrees that when the futures exchange fails to provide Party A with the settlement results in time for any reasons whatsoever, Party A may settle on the basis of the data provided by the futures exchange on the same day, send the settlement report to Party B according to Clause 30 of this Contract, and take corresponding risk control measures against Party B.

乙方同意当期货交易所恢复正常结算后，甲方应当根据期货交易所发布的结算结果对乙方的实际交易结果和权益进行修正，涉及资金划转的乙方予以配合。

Party B agrees that when the settlement at the futures exchange returns to normal, Party A shall adjust Party B's actual transaction results and equity according to the settlement results released by the futures exchange, and Party B shall be cooperative in case of capital transfer.

因上述情况导致乙方交易结算报告的记载事项与修正后的实际交易结果和权益不符的，甲方不承担责任，甲方依据本条第一款采取的风险控制措施不予调整，由此产生的相关纠纷依法解决。

Party A shall not be liable for any inconsistency between the items recorded in Party B's transaction settlement report and the actual transaction results and equity after the above-mentioned adjustment. The risk control measures already taken by Party A in accordance with the first paragraph of this Clause shall not be adjusted, and any disputes arising therefrom shall be resolved in accordance with the law.

第四十一条 乙方在本合同约定的时间内以约定方式向甲方提出书面异议的，甲方应当根据原始指令记录和交易记录及时核实。当对与交易结果有直接关联的事项发生异议时，为避免损失的可能发生或者扩大，甲方在收到乙方的异议时，可以将发生异议的未平仓合约进行平仓或者重新执行乙方的交易指令。由此发生的损失由有过错一方承担。

Clause 41 In the event that Party B raises any written objection to Party A in the manner and within the period stipulated in this Contract, Party A shall promptly verify based on the original order record and trade record. If the objection is in connection with any issue directly associated with the trading results, in order to avoid possible occurrence or deterioration of losses, Party A may liquidate the open contract involving objection or re-execute the trade order of Party B upon receipt of the objection from Party B. Any losses so arising shall be borne by the party at fault.

第四十二条 交易结果不符合乙方有效交易指令，甲方有过错的，除乙方认可外，甲方应当在下一交易日闭市前重新执行乙方交易指令，或者根据乙方的意愿采取其他合理的解决办法，并赔偿由此给乙方造成的直接损失。

Clause 42 In the event that trading results are not consistent with the trade order of Party B, to

the extent that Party A is at fault and unless such outcomes are accepted by Party B, Party A shall re-execute such trade order of Party B before the market closes for the immediately following trading day or provide any other reasonable solution at Party B's discretion, and Party A shall indemnify against any losses in connection therewith.

第七节 风险控制

Section 7 Risk Control

第四十三条 乙方在其持仓过程中，应当随时关注自己的持仓、保证金和权益变化情况，并妥善处理自己的交易持仓。乙方的交易保证金不足，又未能及时追加保证金的，乙方必须自行采取平仓措施，否则甲方有权对乙方的持仓采取强制平仓的措施。

Clause 43 At any time when holding any position, Party B shall always keep alert of the changes to its position, margin and equities, and properly dispose of the position. If the trading margin of Party B becomes insufficient but fails to be supplemented by the close of business on the Business Day following request for additional margin from Party A, Party B must take liquidation measure on its own; otherwise Party A shall be entitled to take forced liquidation measure against the positions held by Party B.

乙方参与连续交易的，应当关注并合理控制连续交易时段的交易风险。
Party B taking part in continuous trade shall keep alert of and take necessary measures against the trading risks during continuous trading hours.

第四十四条 甲方以风险率来计算乙方期货交易的风险。风险率的计算方法为：风险率=客户持仓保证金÷客户权益×100%。

Clause 44 Party A will measure the risks involved in Party B's futures trading with risk degree. The formula for calculating risk degree shall be as follows: risk degree= margin for the positions held by the client ÷ client's equities ×100%.

甲方对乙方在不同期货交易所的未平仓合约统一计算风险率。乙方在不同的期货交易

所拥有的交易编码下同时存在盈利和亏损时，在亏损部分未得到充分填补之前，不得提取盈利部分。

Party A will calculate combined risk degree of all open contracts of Party B on all futures exchanges. Where both gains and losses exist under the trading codes granted by different futures exchanges to Party B, Party B may not withdraw the gains unless all losses are made up.

第四十五条 乙方账户的风险率大于 100%时，甲方有权对乙方进行强行平仓，以使乙方账户试算后的风险率小于 100%，乙方应承担因强行平仓而产生的手续费及由此发生的全部损失。

Clause 45 Where the risk degree of Party B's account is greater than 100%, Party A shall be entitled to take forced liquidation measure against Party B in order to bring down the calculated risk degree of Party B's account to below 100%. The fees and all losses directly and reasonably arising out of forced liquidation shall be solely borne by Party B.

第四十六条 每日交易闭市后，经结算，如乙方账户风险率大于 100%时，甲方将按本合同约定的方式向乙方发出追加保证金通知或强行平仓通知。乙方应当根据通知，在下一交易日开市（含集合竞价）前追加足额的保证金，使账户风险率小于 100%。否则甲方有权在不事先通知乙方的情况下，对乙方的部分或者全部未平仓合约强行平仓（特殊行情下可能采取包括但不限于参与次日集合竞价的方式），直至试算后乙方账户的风险率小于 100%。乙方应承担因强行平仓而产生的手续费以及由此发生的全部损失。

Clause 46 If the risk degree of Party B's account is greater than 100% upon settlement after market closing on any trading day, Party A will send a margin call or forced liquidation notice to Party B in the manner stipulated herein. Party B shall, as requested by the notice, reduce the risk degree of the account to below 100% by adding further, adequate margin during the market open for the immediately following trading day (including call auction). If Party B fails to do so, without further notice to Party B, Party A reserves the right to take forced liquidation measures, solely to the extent necessary to reduce the calculated risk degree to less than 100%, (which in the event of special market conditions may include, but not be limited to, participating in call auction

of the immediately following day) against some or all open contracts of Party B until the risk degree of Party B's account is reduced to below 100%. The fees and all losses directly and reasonably arising out of forced liquidation shall be solely borne by Party B.

在交易过程中（包括但不限于交易行情急剧变化或交易所按规则调整保证金收取比例），当乙方的风险率大于 100%时，乙方应当立即补足保证金或自行平仓，以使账户风险率小于 100%，否则甲方有权在不通知乙方的前提下，对乙方的部分或全部未平仓合约强行平仓。乙方应承担强行平仓而产生的手续费及由此发生的全部损失。

If the risk degree of Party B becomes greater than 100% in the process of trading due to, among other factors, a drastic change of trading activities or adjustment of margin percentage by the exchange pursuant to its rules, Party B shall transfer sufficient margin or take liquidation measures on its own in order to reduce the risk degree of the account to below 100%. If Party B fails to do so, without further prior notice to Party B, Party A reserves the right to take forced liquidation measure against some or all open contracts of Party B. The fees and all losses directly and reasonably arising out of forced liquidation shall be solely borne by Party B.

在交易过程中因行情急剧变化，导致乙方资产账户的交易所风险率大于 100%时，甲方有权在不通知乙方的情况下随时对乙方资产账户的持仓进行部分或全部强行平仓处理，直至试算后乙方账户的风险率小于 100%，乙方承担由此产生的后果。

In the event that the risk degree of Party B's asset account becomes greater than 100% in the process of trading due to drastic change of market conditions, without further prior notice to Party B, Party A may take forced liquidation measure against some or all positions held in Party B's asset account, until the calculated risk degree of Party B's account is reduced to below 100%. All consequences directly and reasonably arising therefrom shall be borne by Party B.

乙方追加的在途资金（即未到达甲方指定账户），则该追加资金操作不发生效力，甲方有权不予认可，并有权根据本合同之规定采取其他风险控制手段，由此而产生的全部损失均由乙方承担。

Should the trading margin supplemented by Party B have not reached the account designated by Party A, Party A shall be entitled to refuse to recognize such supplement and to take risk control

measures as stipulated in the Contract. All losses arising therefrom shall be borne by Party B.

第四十七条 在集合竞价、连续竞价过程中，甲方按照本合同约定或监管要求，拟对乙方进行强行平仓的，如果此时乙方已自挂平仓委托单，甲方执行强平指令可能会无法进入交易系统，甲方有权先撤销乙方的委托，再执行强行平仓交易指令。

Clause 47 In the event that Party A intends to take forced liquidation measure against Party B in the process of call auction or continuous auction pursuant to this Contract or any regulatory requirements, and to the extent that the forced liquidation order of Party A may fail to be entered into the trading system because Party B has placed liquidation order, Party A is entitled to cancel the liquidation order of Party B first, and execute the forced liquidation against Party B.

当乙方持有两种及两种以上未平仓合约时，甲方可对乙方持有的任意未平仓合约进行平仓。

In case Party B holds two or more than two open contracts, Party A may take forced liquidation measures against any of such open contracts.

如非因甲方原因导致甲方发出的追加保证金通知无法送达乙方的，甲方有权于当个交易日不经乙方同意对乙方部分或全部未平仓合约强行平仓，直至乙方的风险率小于 100%。

In the event that Party B fails to receive the margin call due to reasons not on the side of Party A, Party A may take forced liquidation measures against some or all open contracts of Party B on the same trading day without approval by Party B until the risk degree of Party B is reduced to below 100%.

第四十八条 甲方按照本合同约定实施强行平仓的，乙方应承担强行平仓的手续费以及由此产生的结果，并承担甲方因此产生的损失（包括但不限于诉讼费、仲裁费、律师费、保全费、保全担保费、调查取证费、评估费、鉴定费、合理的差旅费用等直接经济损失）。

Clause 48 The fees and consequences directly and reasonably arising out of any forced liquidation measure taken by Party A pursuant to this Contract shall be borne by Party B, and

Party B shall bear the losses incurred by Party A (including but not limited to litigation fees, arbitration fees, lawyers' fees, preservation fees, preservation guarantee fees, fees for investigation and evidence collection, evaluation fees, appraisal fees, reasonable travel expenses and other direct economic losses).

第四十九条 在期货交易所对合约持仓规定的情况下,当乙方持有的合约数量不符合交易所持仓规定时,乙方应当自行调整持仓数量至符合交易所规定。否则甲方有权不经乙方同意按照期货交易所的持仓规定对其不符合持仓规定的部分进行强行平仓,乙方应承担由此产生的结果。

Clause 49 Insofar as the futures exchange has stipulations concerning holding of contractual positions ("Exchange Limits"), Party B shall adjust the number of positions held thereby until the Exchange Limits are complied with if the number of contracts held by Party B does not comply with such Exchange Limits. If Party B fails to do so, Party A shall be entitled to take forced liquidation measure against the positions of Party B that do not comply with the Exchange Limits without prior consent by Party B, solely to the extent necessary to make Party B's positions in compliant with Exchange Limits. All consequences arising therefrom should be taken by Party B.

在乙方持有的未平仓合约数量没有超过交易所限仓,但在甲方客户整体未平仓合约超仓的情况下,甲方有权要求包括乙方在内的所有持有该未平仓合约的客户按比例减仓,乙方应当按甲方要求自行平仓。否则甲方在按照本合同约定的方式通知乙方的同时有权按照所分配的比例进行强行平仓。

Where the combined number of open contracts held by all clients of Party A exceeds the position limit prescribed by the exchange, even if the number of open contracts held by Party B does not exceed such limit, Party A shall have the right to request all clients holding such open contracts, including Party B, to reduce the positions on a pro-rata basis. Party B shall liquidate the positions on its own as requested by Party A, otherwise Party A shall be entitled to take forced liquidation measures based on the allocated proportion upon notification to Party B in a manner as stipulated herein.

第五十条 在期货交易所或结算机构根据有关规定要求甲方对乙方持有的未平仓合约强行平仓的情况下，甲方有权未经乙方同意按照期货交易所或结算机构的要求或甲方相关规则对其持有的未平仓合约强行平仓，乙方应承担由此产生的结果。

Clause 50 Where futures exchanges or clearing agency requests Party A to take forced liquidation measures against the open contracts held by Party B in accordance with relevant rules, Party A has the right to take such forced liquidation measures without approval by Party B as per the requirements of the futures exchanges or clearing agency, or relevant rules of Party A. All losses arising therefrom shall be borne by Party B.

第五十一条 强行平仓数量的计算以执行强行平仓时市场价格计算的客户权益或以试算结算价计算的客户权益为准。当甲方依法或者依照本合同强行平仓时，乙方应承担强行平仓的手续费及由此产生的结果。只要甲方选择的平仓价位和平仓数量符合期货交易所的相关强行平仓规定，乙方同意不以强行平仓的时机未能选择最佳价位和数量为由向甲方主张权益。所谓合理的范围指按照期货行业的执行标准，甲方已经以适当的技能、小心谨慎和勤勉尽责的态度执行强行平仓。

Clause 51 The calculation of positions to be liquidated mandatorily shall be subject to client's equities determined based on the prevailing market price at the time of forced liquidation or client's equities determined based on pro forma settlement price. Where Party A executes forced liquidation in accordance with the governing laws or this Contract, the fees and consequences arising therefrom shall be borne by Party B. Subject to the exit price and quantity of closed positions selected by Party A reasonably and in good faith under the prevailing market conditions, in compliant with the applicable rules by futures exchanges, Party B agrees not to claim against Party A that the forced liquidation is not executed at optimal price or quantity given the timing thereof. By "being reasonable", it means that pursuant to the execution standards of the futures industry, the forced liquidation is executed by Party A with appropriate expertise, prudence and diligence.

第五十二条 甲方强行平仓不符合法定或者约定条件并有过错的，除乙方认可外，应当在下一交易日闭市前恢复被强行平仓的头寸，或者根据乙方的意愿采取其他合理的解决办法，并赔偿由此给乙方造成的直接损失。

Clause 52 In the event that the forced liquidation measure taken by Party A does not comply with any statutory or agreed condition, to the extent that Party A is at fault and unless such measure is accepted by Party B, Party A shall resume any position liquidated mandatorily before the market closes for the immediately following trading day or provide any other reasonable solutions at Party B's discretion, and Party A shall indemnify Party B against any direct losses in connection therewith.

第五十三条 由于市场原因导致甲方无法实施强行平仓措施产生的损失由乙方承担。

Clause 53 Losses arising from Party A's failure to take forced liquidation measure due to any market reason shall be borne by Party B.

第五十四条 甲方在采取本节规定的强行平仓措施后，应当在事后及时按照本合同约定的方式将有关情况告知乙方。

Clause 54 After taking forced liquidation measure stipulated in this section, Party A shall timely notify Party B of the relevant information in the manner stipulated herein.

第五十五条 有下列情形之一的，甲方有权限制乙方期货账户全部或部分功能：

- （一）乙方提供的资料、证件失效或严重失实的；
- （二）甲方认定乙方资金来源不合法，或乙方违反反洗钱、反恐融资、反逃税监管规定的；
- （三）乙方有严重损害甲方合法权益、影响其正常经营秩序的行为；
- （四）乙方发生符合期货交易所异常交易认定标准的异常交易行为或其他违规交易行为的；
- （五）乙方不符合中国证监会、期货交易所投资者适当性要求的；
- （六）应监管部门要求或者乙方违反法律、法规、规章、政策及期货交易所规则规定的其他情形。

Clause 55 Party A have the right to fully or partly limit the account functions of Party B upon

the occurrence and continuation of the following:

- (1) The identity documents and related materials provided by Party B become invalid or severely inconsistent with the facts;
- (2) Party A identifies that Party B's fund source is unlawful or Party B violates rules concerning anti-money laundering, terrorist financing and tax avoidance;
- (3) Party B severely damages the legitimacy of Party A or impact Party A's regular operation;
- (4) Party B engages in abnormal trading activities as defined in the applicable standards set out by the futures exchange or other trading activities in breach of relevant rules;
- (5) Party B fails to meet the investor eligibility requirements stipulated by CSRC and futures exchanges;
- (6) Such partial or full limitation is required by regulators, or Party B violates any laws, regulations, policies, or rules in other respects of futures exchanges.

第八节 交割、套期保值和套利

Section 8 Physical Delivery, Hedging and Arbitraging

第五十六条 在期货合约交易中乙方应当按照期货交易所有关交割月份平仓和交割的相关要求进行平仓、现金交割、实物交割。

Clause 56 Where applying for liquidation, cash delivery or physical delivery during the trading of futures contracts, Party B shall be subject to the business rules of the relevant futures exchanges on delivery month, liquidation and delivery.

第五十七条 乙方进行或申请交割的，交割按照期货交易所和甲方的相关业务规则执行。乙方参与交割不符合期货交易所或甲方相关业务规则规定的，甲方有权不接受乙方的交割申请或对乙方的未平仓合约强行平仓，由此产生的费用和结果由乙方承担。

Clause 57 Party B's request for or execution of physical delivery shall comply with the relevant stipulations of the futures exchange and the policies of Party A. Otherwise, Party A shall be entitled to refuse the request or liquidate forcibly the open contracts of Party B, and all costs,

expenses and consequences directly and reasonably arising therefrom shall be borne by Party B.

第五十八条 交割通知、交割货款的交收、实物交付及交割违约的处理办法，依照相关期货交易所和甲方的交割业务规则执行。

Clause 58 The delivery notice, payment and receipt of settlement payment, physical delivery and the manner in which the default in respect of delivery shall be handled subject to the corresponding business rules of the relevant futures exchanges and the rules of Party A.

第五十九条 在期权合约交易中乙方应当按照期货交易所的相关要求进行平仓和行权（履约）。对于符合行权条件的期权，在买方提出行权时或按交易规则应进行行权的，乙方作为卖方有义务履行。

Clause 59 In the trading of options on futures contracts, Party B shall close the position and exercise the options (perform the contract) in accordance with relevant requirements of the futures exchange. Party B, as the seller, is obliged to exercise the options that shall be exercised according to the trading rules or when the buyer proposes to do so, provided that such options meet the conditions for exercise.

第六十条 乙方作为期权买方申请行权的，应提前准备行权所需的资金（包括行权手续费和相应期货合约持仓的交易保证金等），并通过甲方向期货交易所提出行权申请，甲方审核乙方资金是否充足，在期货交易所规定的时间内，决定是否向期货交易所申报乙方的行权申请。对因乙方资金不足等原因造成行权失败的后果由乙方承担。乙方作为期权卖方履约的，依照规定履约后，若出现保证金不足、持仓超限等情况的，应承担由此可能被强行平仓的后果。

Clause 60 If an exercise is applied by Party B as the options buyer, the funds required for such exercise (including handling fees and trading margin of corresponding position of the futures contract) shall be prepared in advance, and an application for exercise shall be submitted to the futures exchange through Party A. Party A shall check whether Party B's funds are sufficient and decide whether to report Party B's exercise application to the futures exchange within the time

limit specified by the futures exchange. Party B shall bear the consequences of failure to exercise due to insufficiency of funds. If Party B performs the contract as the options seller, it shall bear the consequences of being forced to close its position in case of insufficient margin or excessive holding of position.

第六十一条 行权通知、卖方履约的相关处理办法依照相关期货交易所和甲方的期权业务规则执行。

Article 61 The provisions on exercise notice and seller's performance shall comply with the business rules on options of relevant futures exchanges and Party A.

第六十二条 乙方若申请套期保值或套利头寸，应当按照期货交易所的相关规定向甲方提供相应的文件或者证明，并对相应文件的真实性、准确性、完整性负责。甲方应当协助乙方按照期货交易所规则申请套期保值头寸或套利头寸。套期保值头寸或套利头寸的确定以期货交易所批准的为准。

Clause 62 Where Party B applies for any hedge or arbitrage position, Party B shall provide Party A with the relevant documents or certifications in accordance with the stipulations of the futures exchange and shall be liable for the authenticity, accuracy and completeness of such documents. Party A shall assist Party B in applying for the hedge or arbitrage positions. Establishment of such positions shall be subject to approval by the futures exchange.

第九节 信息、培训与咨询

Section 9 Information, Training and Consultation

第六十三条 甲方应当在其营业场所或者网站向乙方提供国内期货市场行情、信息及与交易相关的服务。

Clause 63 Party A shall provide information on domestic futures market and other services concerning the trading in their places of business or on their websites.

甲方及提供的任何关于市场的分析和信息仅供乙方参考，不构成对乙方下达指令的指示、诱导或者暗示。

The market analysis and information provided by Party A are for reference only and shall not constitute any instructions, guidance or hints to Party B.

乙方应当对自己的交易行为负责，不能以根据甲方及其期货中间介绍商的分析或者信息入市为理由，要求甲方对其交易亏损承担责任。

Party B shall be held responsible for its trading activities and shall not file any claims against Party A for trading losses on the ground that such trading is conducted based on analysis or information provided by Party A and its futures introducing brokers.

第六十四条 甲方可以以举办讲座、发放资料及其他方式向乙方提供期货交易知识和交易技术的培训服务。乙方有权向甲方咨询有关期货交易的事项，甲方及其期货中间介绍商应予以解释。

Clause 64 Party A may provide futures trading expertise and trainings as to trading skills to Party B through, among others, holding seminars or distributing materials. Party B shall be entitled to consult Party A and its futures introducing brokers about futures trading, and Party A shall give explanations.

第六十五条 乙方应当及时了解期货监管部门及相关期货交易所的法律、法规和规则，并可要求甲方对上述内容进行说明。

Clause 65 Party B shall keep itself informed of the laws, regulations and rules of futures regulators and futures exchanges, and may request Party A to give explanations on such laws, regulations and rules.

第六十六条 乙方有权查询自己的原始交易凭证，有权了解自己的账户情况，甲方应当给予积极配合。

Clause 66 Party B shall be entitled to enquire about its original trading documentation and be

informed of its own account, and Party A shall cooperate actively in this regard.

第六十七条 有关甲方期货从业人员的有关信息可以通过中国期货业协会网站（www.cfachina.org）的期货从业人员执业资格公示数据库进行查询。甲方应当在其营业场所提供必要的设备，以便乙方登录中国期货业协会网站查询期货从业人员资格公示信息。

Clause 67 Information about the futures practitioners of Party A is available in the public database of the qualifications of futures practitioners on the website of CFA (<http://www.cfachina.org>). Party A shall provide necessary facilities in their place of business so that Party B can check publicly announced information about the qualification of futures practitioners through the website of CFA.

第十节 费用

Section 10 Fees, Costs and Expenses

第六十八条 乙方应当向甲方支付期货合约交易、交割和期权合约交易、行权（履约）的手续费。

手续费的收取标准按照双方约定标准执行（附件六），未予约定的根据甲方公示为准。

Clause 68 Party B shall pay the fees of trading futures and options on futures, the delivery of futures, and exercise (assignment) of options on futures to Party A. It is agreed that the fees shall be subject to the standards prescribed in Appendix 6 as agreed between the parties, Uncertainty shall be subject to Party A's announcement.

遇新品种上市的，甲方应当以本合同约定的方式将新品种手续费收取标准通知乙方，乙方可在收到通知之日起3个工作日内与甲方协商。乙方参与新品种交易的，视为同意甲方通知的手续费收取标准。

In the event that any new variety is put on the market, Party A shall provide notice to Party B on the new commission standard in the manner as stipulated in the Contract. Party B can negotiate with Party A within three Business Days upon the receipt of such notice. Trading by Party B of the new variety without any negotiation or objections shall be deemed as Party B's agreement with Party A's commission standard.

如遇期货交易所颁布的手续费收取标准发生变动时，甲方有权单方面对甲乙双方约定的手续费收取标准进行相应的调整，并通过本合同附件《交易编码申请表》或《特别指定事项附表》中约定的方式向乙方发出通知，乙方参与交易的，视为同意甲方通知的手续费收取标准。甲方调整手续费收取标准后，甲乙双方可就手续费收取标准在法律法规、行业准则允许的范围内另行约定。

In the event that any change occurs to the fee rates announced by the futures exchange, Party A shall be entitled to unilaterally make appropriate adjustment to the fee rates agreed between the parties, and notify Party B of the rates change in a manner prescribed in the *Trading Code Application Form* or the *Special Designation Schedule* attached to this Contract. Party B's participation in trading shall be deemed to have given its consent in the absence of objection. Upon adjustment of fee rates by Party A, the parties may also agree on the rates applicable to Party B separately to the extent permitted by the governing laws and regulations, and standards of the futures market.

第六十九条 乙方应当支付甲方向期货交易所、结算机构代付的各项费用及税款。

Clause 69 Party B shall reimburse Party A for the costs, expenses and taxes that are paid by Party A to the futures exchange and clearing agency on behalf of Party B.

第十一节 合同生效与变更

Section 11 Effectiveness and Modification of the Contract

第七十条 本合同经双方签字后(乙方为法人客户的须加盖公章)，于乙方开户资金汇入甲方账户之日起生效。

Clause 70 Subject to execution by both parties (affix of its official seal required in case of corporate client), this Contract shall become effective upon the receipt of the account opening fund of Party B by Party A.

第七十一条 本合同履行过程中，如遇：相关法律、法规、规章及期货交易所的制度

和规则发生变化、新品种上市等，甲方将按前述最新的相关规定执行，并有权依照上述变化直接变更本合同与此相关部分的条款，变更或补充条款优先适用；

Clause 71 In the event of any change to the applicable laws, regulations, policies or the rules or procedures of the futures exchanges at any time during the performance of this Contract, or that any new variety is put on the market, Party A will perform in accordance with the most updated stipulations where applicable, and may directly modify or supplement relevant provisions in this Contract in light of such change. The modified or added provisions shall prevail.

根据上述情况的变化，甲方对本合同有关条款进行的变更或补充，以本合同约定的通知方式或在甲方营业场所、网站公告等任一方式向乙方发出，变更或补充协议于该通知发出即日生效。乙方若继续委托甲方进行期货交易的，则视为乙方完全接受甲方对本合同有关条款的变更或补充。

Party A shall notify Party B of such amendment or supplement in the prescribed manner of notification as agreed upon in this Contract or make an announcement in Party's place of business or on its website. The amended or supplemented contract will come into effect once such notification is sent or such announcement made by Party A. The continuation of the engagement of Party A in the futures trading for Party B will be construed as the complete acceptance by Party B of the amended or supplemented contract.

第七十二条 除本合同第七十一条所述情况外，如需变更或者补充本合同，需双方协商一致并签订书面变更或者补充协议。变更或者补充协议经甲方授权的代表签字、加盖甲方公章，乙方或者其授权代理人签字盖章后生效。变更或补充协议优先适用。

Clause 72 In the event that this Contract needs to be modified or supplemented other than due to the circumstances set forth in Clause 71, the parties shall reach consensus and enter into a written amendment or supplementary agreement. The amendment or supplementary agreement shall become effective upon being signed and affixed with Party A's official seal by the authorized representative of Party A and signed and stamped by Party B or the authorized agent thereof. The amendment or supplementary agreement executed shall prevail.

第七十三条 本合同履行过程中的未列明事宜，按国家有关法律、法规、规章及相关期货交易所的规则、甲方相关业务规则以及期货交易惯例处理。

Clause 73 Any issue that is not specified during the performance of this Contract shall be handled in accordance with the applicable national laws, regulations, or policies, the rules of the relevant futures exchange, the business rules of Party A, and customary practices of futures trading.

第十二节 合同终止与账户清算

Section 12 Contract Termination and Account Clearing

第七十四条 甲乙双方均有权随时解除本合同，合同的解除对已发生的交易无溯及力。

Clause 74 Either Party A or Party B shall be entitled to terminate this Contract at any time. The termination of this Contract shall not have retroactive effect on any trades that have occurred as of the termination.

第七十五条 当发生下列情形之一时，甲方有权即时解除合同，并通过平仓或执行质押物对乙方期货账户进行清算，乙方应对甲方进行期货账户清算的费用和清算后的债务余额承担全部清偿责任：

Clause 75 Party A shall be entitled to terminate this Contract immediately and clear Party B's futures account through liquidation or enforcement of the collateral, and Party B shall pay up the direct and reasonable undisputed costs incurred by Party A in clearing the futures account and any debt that remains outstanding after the clearing upon the occurrence and the continuation of the following:

- （一）乙方违反期货交易所相关规定，经甲方提醒、劝阻无效的；
- （二）乙方违反本合同第三条的相关承诺的；

(三) 乙方为禁止进行期货交易的主体;

(四) 乙方未能以真实身份与甲方签署本合同或乙方未能提供真实开户证明文件或开户手续不完备或资金来源不合法或乙方有效证件过期, 未按规定向甲方提供补证材料;

(五) 乙方作为自然人已经死亡或部分、完全丧失民事行为能力;

(六) 乙方作为法人发生经营期满、倒闭、停业、歇业、清算、被吊销法人资格、未进行或未通过相关部门的年检;

(七) 乙方被人民法院宣告进入破产程序;

(八) 乙方在甲方的账户被诉讼保全、行政保全或者扣划;

(九) 乙方出现其他法定或者约定终止合同条件的情况。

(1) Party B violates any relevant stipulations of the futures exchange, and such violation is not cured following written warning or dissuasion by Party A;

(2) Party B breaches any warranties given under Clause 3 of this Contract;

(3) Party B is prohibited from futures trading by a futures exchange;

(4) Party B fails to enter into this Contract with Party A with its true identity, to provide authentic supporting documents required for account opening, or to complete all account opening procedures, or the funds of Party B are from unlawful sources, or Party B fails to provide Party A with materials required for certificate renewal upon expiration of any valid certificates;

(5) Party B, in the case of an individual client, died or has partially or fully lost his/her civil capacity;

(6) Party B, which is a body corporate, goes out of business, goes into bankruptcy, suspends business, closes down or is liquidated, is revoked of legal personality, or fails to undergo or pass the annual check of the relevant authority;

(7) The people's court declares that Party B goes into bankruptcy;

(8) The account that Party B maintains with Party A is subject to attachment, administrative preservation proceedings or deduction; or

(9) Party B meets any other statutory or contractual condition for termination.

乙方应对其账户清算的费用、清算后的债务余额以及由此造成的损失负全部责任。

Party B shall be solely liable for the costs incurred in clearing its account, any debt that remains outstanding after the clearing and any loss direct and reasonably incurred.

第七十六条 除本合同第七十一条约定外，甲方向乙方提出解除合同的，应当提前 7 天以书面形式通知乙方。乙方未在此期间内妥善处理持仓及资金的，甲方有权拒绝乙方的新单交易指令及资金调拨指令，乙方应对其账户清算的费用、清算后的债务余额以及由此造成的损失负全部责任。

Clause 76 In the event that Party A requests to terminate this Contract for any reason other than those set forth in Clause 71 hereof, Party A shall provide a written notice to Party B seven (7) days in advance. If Party B fails to properly dispose of its account and funds within this period, Party A shall be entitled to refuse any new trade order or fund allocation order from Party B. Party B shall be solely liable for the costs incurred in clearing its account, any debt that remains outstanding after the clearing and any loss directly and reasonably incurred.

第七十七条 乙方可以通过撤销账户的方式终止本合同。但在下列情况下，乙方不得撤销账户：

- （一）乙方账户上持有未平仓合约或存在交割、行权（履约）遗留问题尚未解决；
- （二）乙方与甲方有未清偿的债权、债务关系；
- （三）乙方与甲方有交易纠纷尚未解决的。
- （四）乙方通过银行端挂接在甲方的银期转账功能尚未注销。

乙方撤销账户终止本合同的，应当办理书面销户手续。

Clause 77 Party B may terminate this Contract by canceling its account. Notwithstanding the foregoing provision, Party B may not cancel its account when:

- (1) There is any open contract under the account of Party B or any material problems after delivery, exercise (assignment) remains unsolved;
- (2) Any due and owing amounts between Party A and Party B remain outstanding from Party B;
- (3) Any trading dispute between Party A and Party B remains unresolved;
- (4) Party B has not cancelled the bank-futures transfer service connecting Party A and the bank.

Party B shall complete the cancellation formalities in writing to terminate this Contract.

第七十八条 甲方因故不能从事期货业务时，应当采取必要措施妥善处理乙方的未平仓合约和保证金。经乙方同意，甲方应将乙方未平仓合约和保证金转移至其他期货公司，由此产生的合理费用由甲方承担。

Clause 78 In the event that Party A is unable to carry on futures business due to any reason whatsoever, Party A shall take reasonable measures to the extent as necessary to dispose properly of the open contracts and margin of Party B. Subject to consent by Party B, Party A shall transfer the open contracts and margin of Party B to another futures company. All reasonable costs and expenses in connection therewith shall be borne by Party A.

第十三节 “反洗钱和反恐怖融资” 法律规则

Section 13 Laws and Rules for Countering Money Laundering and Terrorism Financing

第七十九条 作为金融机构，甲方根据《中华人民共和国反洗钱法》、《中华人民共和国反恐怖主义法》等法律法规，及相关政策、监管规定的要求，积极履行反洗钱和反恐怖融资义务，积极配合国家有关执法部门进行的反洗钱和反恐怖融资调查。乙方有义务积极配合甲方的“反洗钱和反恐怖融资”工作，共同打击洗钱犯罪，维护期货行业的信誉。

Clause 79 As a financial institution, Party A carries out its anti-money laundering and anti-terrorism financing liabilities and assists law-enforcing authorities to execute anti-money laundering and anti-terrorism financing examinations actively in accordance with *Anti-Money Laundering Law of People's Republic of China*, *Counterterrorism Law of the People's Republic of China*, and other laws and regulations, as well as relevant policies and supervisory regulations. Party B has the obligation to assist Party A's anti-money laundering and anti-terrorism financing efforts, fight against money laundering crimes, and safeguards the credibility of futures market jointly.

第八十条 甲方遵循“了解你的客户”和“反洗钱”原则，进行严格的“客户身份识别”。

Clause 80 Party A follows the principles of “Know Your Clients” and “Anti-Money Laundering” and “Identify Clients’ Status” strictly.

在为乙方办理开户业务过程中，乙方提交的身份证明文件、资金证明文件或其他文件存在可疑之处的，甲方有权要求乙方补充提供相关的证明材料，无法证实的，甲方有权拒绝为乙方办理开户业务。乙方提交的身份证明文件、资金证明文件或其他文件涉嫌虚假记载的，甲方有权拒绝为乙方办理开户业务。

In case of any suspicious information in the ID documents, financial documents or other documents provided by Party B for account opening, Party A may require Party B to provide additional supporting documents for verification of such suspicious information, and has the right to refuse to handle account opening formalities for Party B, if Party B fails to provide such additional supporting documents or any information contained in the documents abovementioned is found to be false.

在与乙方的业务关系存续期间，乙方提交的身份证件已过有效期的，或身份证件有相关信息变更的，乙方有义务主动将更新后的身份信息影像及身份证复印件及时提供给甲方。乙方拒绝更新的，或在合理期限内没有更新且没有提出合理理由的，甲方有权中止为乙方办理业务，拒绝乙方的开仓交易和出金，并有权进一步关闭乙方的交易权限，直至乙方销户，由此产生的损失由乙方自行承担。

During the duration of the Contract, in case that the identity card provided by Party B has expired or relevant information of the ID card has changed, Party B has the obligation to provide updated information and hard copy to Party A. If Party B rejects to update or has not updated in a reasonable period without proper reasons, Party A has the right to suspend Party B’s trading and margin withdrawal, and may even close the trading access of Party B until the account is canceled. Any losses arising therefrom shall be borne by Party B.

乙方有义务将信息变更的情况以书面的形式及时告知甲方，信息变更的内容不限于乙方的联系地址、联系电话、职业、期货结算账户、受益所有人、指令下达人、资金调拨人及结算单确认人的相关信息。乙方未能将信息变更告知甲方的，一切后果由乙方自行承担。

Party B shall inform Party A of any information changes in time, including but not limited to the contact address, phone number, job, futures settlement account, beneficial owner, order placer, fund allocator and settlement sheet confirmers. Any consequences arising from the failure of Party B to inform such information changes shall be borne solely by Party B.

第八十一条 除核对有效身份证件或者其他身份证明文件外,甲方还可以采取以下一种或几种措施,识别或重新识别乙方身份:

- (一) 要求乙方补充其他身份资料或身份证明文件;
- (二) 回访乙方;
- (三) 实地查访;
- (四) 向公安、工商行政管理等部门核实;
- (五) 其他可依法采取的措施。

Clause 81 In addition to checking ID card or other identity documents, Party A shall also take one or more measures to identify or re-identify Party B's status as follows:

- (a) Requiring Party B to provide more ID documents or information;
- (b) A return visit to Party B;
- (c) Onsite investigation;
- (d) Verifying through Public Security, Industrial and Commercial Administration or other bureaus;
- (e) Other measures as permitted by applicable laws.

第八十二条 甲方将按照相关法律法规,保存乙方客户身份资料及交易记录。如乙方的客户身份资料和交易记录涉及正在被反洗钱调查的可疑交易活动,甲方将延长乙方客户身份资料及交易记录的保存时间。

Clause 82 Party A shall keep Party B's ID documents and trading records in accordance with relevant laws and regulations. If the documents and records involve suspicious trading activities on Anti-money laundering investigation, Party A has the right to extend the retention period of Party B's ID documents and trading records.

第八十三条 甲方有权向中国人民银行当地分支机构和中国反洗钱监测分析中心报告包括对倒交易在内的任何可疑行为。甲方严格执行大额交易与可疑交易报告制度，并按规定向中国人民银行报备。

Clause 83 Party A has the right to report any suspicious behavior, such as contra trade, to the local branch of People's Bank of China and Anti-Money Laundering Monitoring and Analysis Centre. Party A shall carry out reporting rules strictly on block trading and suspicious trading, and report to People's Bank of China according to the requirements of applicable laws and rules.

第十四节 免责条款

Section 14 Disclaimers

第八十四条 由于地震、火灾、战争等不可抗力因素导致的交易中断、延误等，甲方不承担责任，但应当在条件允许的范围内采取一切必要的补救措施以减少因不可抗力造成的损失。

Clause 84 Party A shall be exempt from any liability for any trading interruption, postponement etc. caused by force majeure events, such as earthquake, fire, flood, and war, but shall, to the extent permitted by relevant conditions, take all necessary remedial measures so as to reduce losses caused by such force majeure events.

第八十五条 由于国家有关法律、法规、规章或者期货交易所规则的改变、紧急措施的出台等导致乙方所承担的风险，甲方不承担责任。

Clause 85 Party A shall be exempt from any liabilities for the risks assumed by Party B caused by the change of relevant laws, regulations and policies of PRC or the futures exchange rules, or the promulgation of emergency measures etc.

第八十六条 由于通讯系统繁忙、中断，计算机交易系统故障，网络及信息系统故障，电力中断等原因导致指令传达、执行或行情出现延迟、中断或数据错误，甲方没有过错的，甲方不承担责任。

Clause 86 In case of postponement or interruption of the order transmission and execution, delay or interruption of market information, or data error caused by the reasons such as the communication system being busy or interrupted, computer trading system malfunction, internet and information system failure, or electricity power blackout, in the absence of fault by Party A, Party A shall be exempt from any liabilities.

第八十七条 由于互联网上黑客攻击、非法登录等风险的发生，或者用于网上交易的计算机或移动终端感染木马、病毒等，从而给乙方造成的损失，甲方不承担责任。

Clause 87 Party A shall be exempt from any liabilities for Party B's loss resulting from the risks such as hacker attack to the internet and illegally logging on, or the failure of the online trading system on computer or mobile terminal caused by Trojan virus and other types of viruses.

第十五节 争议解决

Section 15 Dispute Resolution

第八十八条 本合同签订、履行于中国境内，合同的订立、效力、解释、履行及争议解决等适用中国（不含港澳台地区）法律、行政法规、部门规章、规范性文件以及期货交易所规则、行业自律规则。凡因本合同引起的或与本合同有关的任何争议，甲乙双方应当自行协商解决或向中国期货业协会申请协调，协商或调解不成的，可以提请仲裁或者提起诉讼，也可以直接提请仲裁或者提起诉讼。

Clause 88 This Contract is signed and performed within the territory of the PRC. The conclusion, validity, interpretation, performance and dispute resolution of this Contract shall be governed by the laws, administrative regulations, departmental rules, normative documents, rules of futures exchanges and industry self-discipline rules of the PRC (excluding Hong Kong, Macao and Taiwan). Party A and Party B may resolve any disputes arising out of or in connection with this Contract by consultation or submitting the disputes to CFA for medication. If no agreement is reached from such consultation or medication, the Parties agree to submit to arbitration or take legal actions.

第八十九条 甲乙双方同意按下列选择在中国境内提请仲裁或提起诉讼：（注：请在选项前□内打√并填写有关内容，在非选项前□打×）；

☐ 提请甲方住所地上海国际经济贸易仲裁委员会仲裁；

☐ 向甲方住所地人民法院起诉。

Clause 89 The Parties agree to resolve the disputes through arbitration or legal actions in China (note: please put a “√” in the “□” before the option you select, and fill in relevant information, and put a “×” in the “□” before the option you do not select).

☐ Submitting to Shanghai Arbitration Commission located in Party A’s domicile;

☐ Submitting to the People’s Court located in Party A’s domicile.

第十六节 其他

Section 16 Miscellaneous

第九十条 甲方应按照中国证监会的规定，及时办理乙方登录中国期货市场监控中心投资者查询系统的相关事宜。

Clause 90 Party A shall timely process with relevant matters with respect to Party B’s logging on the investor inquiry system of CFMMC according to the regulations of CSRC.

第九十一条 本合同所称“期货交易所”是指经中国证监会批准进行期货交易的交易场所。

Clause 91 “Futures Exchange” hereunder refers to the exchanges approved by CSRC to conduct futures trading.

第九十二条 甲乙双方签订的《期货经纪合同》以及相关附件，其权利义务只涉及甲乙双方。乙方不得利用在甲方开立的账户，以甲方工作人员的身份活动，通过网上交易或其他形式开展期货经纪业务或其他活动。若因乙方过错而使甲方遭受损失和不良影响的，乙方应当承担相应的赔偿责任。

Clause92 The rights and obligations hereunder and relevant appendixes to this Contract involve Party A and Party B only. Party B is not allowed to take part in any futures brokerage activities by online trading or other forms of activities in the name of Party A's staff with the account opened by Party A. Party B shall be liable for any direct and reasonable losses or adverse influences actually incurred for Party A due to Party B's default under this Contract.

第九十三条 《期货交易风险说明书》、《客户须知》、《交易编码申请表》、《术语定义》、《手续费标准》、《特别指定事项附表》及甲乙双方在期货经纪业务存续过程中所签署的其他文件均为本合同不可分割的组成部分，与本合同具有同等法律效力。

Clause 93 *Futures Trading Risks Disclosure Statement, Client Notice, Trading Code Application Form, Definition of Terms, Fee Rates, Special Designation Schedule*, and other supplemental agreements signed in the continuity of futures brokerage services between Party A and Party B constitute the integral parts of this Contract, and have equal legal validity as this Contract.

第九十四条 本合同一式三份，甲方执二份，乙方执一份。本合同外文译本与中文文本如有差异，以中文文本为准。

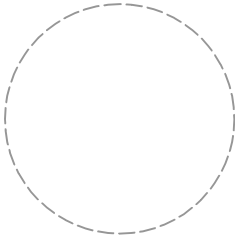
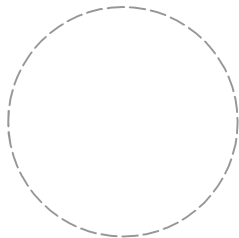
Clause 94 This Contract shall be executed in three originals, and Party A shall keep two originals while Party B shall keep one original. In case of any discrepancy between a foreign language translation of this Contract and its Chinese version, the Chinese version shall prevail.

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(End of the body)

甲方： 上海东证期货有限公司（盖章）

乙方： 客户（盖章）



法定代表人/被授权人签字

自然人/法定代表人或被授权人签字

Party A:Orient Futures Co., Ltd. (seal) Party B: (seal)

Legal representative or
authorized person (signature):

Individual client/legal representative or
authorized person (signature):

签署日期： 年 月 日
Execution Date: [Month][Day],[Year]

签署日期： 年 月 日
Execution Date: [Month][Day],[Year]

开户问卷调查:

您是通过何种方式了解我公司并前来开户的? ()

A.公共媒体或公司网站

B.由公司或营业部员工 (姓名: _____) 引荐

C.其他途径_____

Survey on Account Opening:

Through which way you get to know our company ()

A. Social media/ official website

B. Introduced by company staff (name)

C. Other ways ()

上海东证期货有限公司

附件一 术语定义

Appendix 1 Definition of Terms

持仓：指客户开仓后尚没有平仓的期货合约、期权合约。

Position means the open futures or options on futures contracts held by clients.

交割：指合约到期时，按照期货交易所的规则和程序，交易双方通过该合约所载标的物所有权的转移，或者按照规定结算价格进行现金差价结算，了结到期未平仓合约的过程。

Delivery refers to the settlement of the mature open contracts upon expiration through the transfer of the ownership of the underlying assets specified in the futures contracts, or cash settlement of price differences based on the predetermined settlement price, by the trading parties in accordance with the rules and procedures of the futures exchanges.

交易指令：指客户下达给期货公司的指令，期货合约交易指令一般包括乙方账号（或交易编码）、品种、合约、数量、买卖方向、价格、开平仓方向等内容；期权合约交易指令一般包括乙方账号（或交易编码）、交易方向、品种、数量、合约月份及年份、合约标的物、开平仓方向、行权价格、期权类型、权利金、行权或放弃行权等内容。

Trading Order is the orders placed by clients to futures companies. Trading order for futures contracts contains client code (or trading code) of Party B, type, contract, quantity, trading direction, price, and the direction of position opening or closing. Trading order for options on futures contracts contains client code (or trading code) of Party B, trading direction, type, quantity, contract month and year, underlying assets, direction of position opening or closing, strike price, options type, premium, and exercise or abandonment of options etc.

结算：指根据期货交易所公布的结算价格对买卖双方的交易结果进行的资金清算和划转。

Settlement refers to the clearing and transfer of funds based on the trading results of the trading parties calculated at the settlement price announced by futures exchanges.

|

结算账户：指客户在期货结算银行开立的用于期货交易出入金的银行账户。

Settlement Account is the bank account opened by clients in the futures settlement banks for the deposit and withdrawal of futures trading margins.

开仓：指客户新买入或新卖出一定数量的期货合约或期权合约。

Opening Position refers to the buying or selling of a certain quantity of futures or options contracts.

连续交易：指除日盘之外由期货交易所规定交易时间的交易，开展连续交易的期货合约由期货交易所另行规定。连续交易的交易日指从前一个工作日的连续交易开始至当天日盘结束。

Continuous Trading refers to the trading of futures contracts stipulated otherwise by futures exchanges in time prescribed by the exchanges other than within the day trading hours. The trading day for continuous trading extends from the continuous trading hours of the previous business day till the end of the day trading hours of the day.

平仓：指期货客户买入或者卖出与其所持合约的品种、数量和交割月份相同但交易方向相反的合约，了结期货交易的行为。

Liquidation refers to the settlement of futures trading by purchasing or selling contracts in the same type, quantity and delivery month but opposite position with the contracts held by clients.

期货保证金：指客户按照规定标准交纳的资金或者提交的价值稳定、流动性强的标准仓单、国债等有价证券，用于结算和保证履约。

Futures Margin refers to the funds or standard warrants, treasury bonds or other negotiable securities with stable value and high liquidity provided by futures trading participants in accordance with the rules of the exchanges for the purpose of clearing and settlement, and the performance of futures trading.

期货保证金账户：指期货公司在期货保证金存管银行开立的用于存放和管理客户保证金的专用存管账户，包括期货公司在期货交易所所在地开立的用于与期货交易所办理期货业务

资金往来的专用资金账户。

Futures Margin Account refers to the margin custodian accounts opened by futures companies at the futures margin depository banks for the purpose of deposit and management of clients' margins, including the fund account opened by futures companies at the locality of the futures exchanges for the handling of fund transfer in the futures business with the exchanges.

期货交易：指采用公开的集中交易方式或者中国证监会批准的其他方式进行的以期货合约或者期权合约作为交易标的的交易活动。

Futures Trading refers to the trading of futures or options on futures contracts in an open and centralized manner, or in other manners as may be approved by China Securities Regulatory Committee.

期货合约：是指由期货交易所统一制定的、规定在将来某一特定的时间和地点交割一定数量标的物的标准化合约。期货合约包括商品期货合约和金融期货合约及其他期货合约。

Futures Contract refers to the standard contracts formulated by futures exchanges which stipulate the delivery of a certain amount of the underlying assets in the prescribed time and place in future. It includes commodity, financial and other types of futures contracts.

期权合约：是指期货交易所统一制定的、规定买方有权在将来某一时间以特定价格买入或者卖出约定标的物的标准化合约。本合同所称的期权合约标的物为期货交易所上市交易的期货合约。

Options on Futures Contract refers to standardized contracts developed by futures exchanges to regulate the rights of buyers in buying or selling the underlying assets at a specified price in future. The underlying assets thereof refer to futures contracts traded in futures exchanges.

期权合约类型：按照买方在行权时买卖期货合约权利的不同，分为看涨期权和看跌期权。

看涨期权（又称买权），是指期权买方有权在将来某一时间以行权价格买入合约标的的期权合约。

看跌期权（又称卖权），是指期权买方有权在将来某一时间以行权价格卖出合约标的的期权合约。

Types of Options on Futures include call options and put options in terms of the rights of buyers in exercising their options.

A call option gives the buyer the right to buy the underlying futures contract at the strike price in future.

A put option gives the buyer the right to sell the underlying futures contract at the strike price in future.

期权合约类型：根据期权合约行权价格与标的期货合约价格之间的关系，分为平值期权、实值期权和虚值期权。

平值期权是指期权的行权价格等于合约标的市场价格的状态。

实值期权是指看涨期权的行权价格低于合约标的市场价格，或者看跌期权的行权价格高于合约标的市场价格的状态。

虚值期权是指是指看涨期权的行权价格高于合约标的市场价格，或者看跌期权的行权价格低于合约标的市场价格。

Types of Options on Futures include at-the-money, in-the-money and out-of-the-money options in terms of the difference between the strike price and market price of the underlying contracts.

At-the-money option means that the strike price is identical to the market price of the underlying contract.

In-the-money option means a call option with a strike price lower than the market price of the underlying contract, or a put option with a strike price higher than the market price.

Out-of-the-money option means a call option with a strike price higher than the market price of the underlying contract, or a put option with a strike price lower than the market price.

期权到期日：是指期权合约买方能够行使权利的最后交易日。

Expiration Date of Options refers to the last trading day the buyer may exercise the options.

权利金：是指期权合约的市场价格，期权买方将权利金支付给期权卖方，以此获得期权

合约所赋予的权利。

Premium refers to the market price of the options on futures paid by buyers to sellers for the purpose of obtaining the rights of such options.

强行平仓：指按照有关规定对会员或客户的持仓实行平仓的一种强制措施，其目的是控制期货交易风险。强行平仓分为两种情况：一是期货交易所对会员持仓实行的强行平仓；二是期货公司对其客户持仓实行的强行平仓。

Forced Liquidation is a forced measure for liquidating the positions of members or clients in accordance with related rules with a view to controlling the risks of futures trading. The measure may be imposed by futures exchanges on their members, or by futures companies on their clients.

权益：指客户期货账户中的资产总额，包括被合约占用的保证金以及未被合约占用的可用资金。

Equity refers to the total assets in a client's futures account, which includes margin used for the positions held by the client and available funds.

日盘：指期货交易所规定的相关期货合约在日间进行交易的时间。

Day Trading Hours refer to the trading time announced by futures exchanges for related futures traded in the day.

手续费：指买卖期货合约、期权合约及期货合约交割、期权合约行权（履约）所支付的费用。

Service Fees refer to fees paid for buying and selling futures and options on futures, the delivery of futures, and exercise (assignment) of options on futures.

套利：是指利用相关市场或相关合约之间的价差变化，在相关市场或相关合约上进行交易方向相反的交易，以期价差发生有利变化时同时将持有头寸平仓而获利的交易行为。

Arbitrage is the practice of taking advantage of the price differences between two or more markets by simultaneously purchasing and selling of the identical financial instruments in different markets for the purpose of benefiting from the price disparity.

|

套期保值：指为了规避现货价格波动的风险，在期货市场上买进或卖出与现货商品或资产相同或相关、数量相等或相当、方向相反、月份相同或相近的期货合约，从而在期货和现货两个市场之间建立盈亏冲抵机制，以规避价格波动风险的一种交易方式。

Hedge is the practice of offsetting the risk of spot price fluctuations by purchasing or selling a futures contract featuring the same or similar type, amount and month of the year with the spot goods or assets that were sold or purchased, in order to establish an offsetting mechanism between the futures market and the spot market to balance the risks of price fluctuations.

行权：是指期权买方按照规定行使权利，以行权价格买入或者卖出标的物，或者按照规定的结算价格进行现金差价结算以了结期权持仓的方式。行权方式，分为美式、欧式以及期货交易所规定的其他方式。美式期权的买方在合约到期日及其之前任一交易日均可行使权利；欧式期权的买方只能在合约到期日当天行使权利。

An exercise mean the purchaser of an option invokes the right granted under the terms of the options contract to buy or sell the underlying futures contract at the strike price, or settles the position of the option contract by paying or receiving the difference between the purchase price and the settlement price under the terms of the contract. The exercise can be categorized into the American style, European style and other styles authorized by the futures exchange. The American option allows the buyer to exercise on any trading day up to and including the expiration date, while the European option may only be exercised on its expiration date.

放弃，是指期权合约到期，买方不行使权利以了结期权持仓的方式。

Abandonment means an option is not exercised by the purchaser upon expiration.

行权价格：是指期权合约规定的、在期权买方行权时合约标的的交易价格。

Strike Price means the price set forth in the options contract at which the option purchaser may buy or sell the underlying futures contract.

涨跌停板：是指期货合约在一个交易日中的交易价格不得高于或者低于规定的涨跌幅度，超出该涨跌幅度的报价将被视为无效，不能成交。

Price Limit means the maximum movement that the price of a contract may move up or down from the previous daily settlement price during the trading day. Quoting prices beyond such limits will be considered invalid and will not be executed.

仓单：指交割仓库开出并经期货交易所认定的标准化提货凭证。

Warrant refers to the standardized certificate for withdrawal issued by delivery warehouses and approved by the futures exchange.

最后交易日：是指某种期货合约在合约交割月份中进行交易的最后一个交易日，过了这个期限的未平仓期货合约，必须进行实物交割。

Last Trading Day is the final day in the delivery month for trading of the futures contract, after which the open positions must be physically delivered.

最后交割日：是指某种期货合约标的物所有权进行转移，以实物交割方式了结未平仓合约的最后时间期限。

Last Delivery Day is the final day on which open positions are physically delivered by transferring the ownership of the underlying assets under a futures contract.

客户账户：客户在期货经纪公司开立账户，即客户与期货经纪公司之间建立一种法律关系。该账户记录了客户保证金存款状况，每笔交易及交易部位的具体情况；反映客户与经纪公司之间的债权、债务关系。

Client's Account refers to the account that the client has opened in the futures brokerage institution, signaling a legal relationship between the client and the brokerage. The account records the history of the client's margin deposit, and details of transactions and trading positions; it also reflects the credits and debts between the client and the brokerage.

附件二 法人客户开户代理人授权委托书
Appendix 2 Letter of Authorization

上海东证期货有限公司：
To Orient Futures Co., Ltd.,

本公司现授权_____先生/女士代表本公司与贵公司签署《期货经纪合同》及相关附属合同文件，同时代表本公司全权处理与贵公司的全部委托代理事宜。自本授权书签署之日起，被授权人一切与贵公司发生的有关行为都是本公司意愿之体现，本公司均予以认可并负全部责任。

上述被授权人无转委托权。

We, the undersigned, hereby authorize Mr./Ms._____ to sign on our behalf the *Futures Brokerage Contract* and related supplementary agreements with Orient Futures Co., Ltd., and handle all the matters concerning the entrustment. As of the execution of this *Letter of Authorization*, any acts of the authorized person shall be considered as out of our willingness and approved by the company, and we undertake all the responsibilities and consequences arising therefrom.

The aforesaid authorized person has no right of re-entrustment.

被授权人签字留样：_____

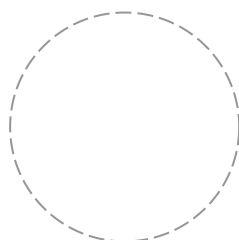
被授权人身份证号码：_____

Signature specimen of the authorized person:

ID number of the authorized person:

授权单位（加盖公章）

Affix the seal of the legal entities



法定代表人（签字）

Signature of the legal representative

签署日期： 年 月 日

Execution Date: [Month][Day],[Year]

附件三 境内个人客户交易编码申请表

Appendix 3

Trading Code Application Form for Individual Domestic Investor

申请日期：
Application Date:

期货公司 Futures Company			内部资金账号 Internal Capital Account Number		
申请交易编码 Application of Trading Code	上期所 ☐ SHFE ☐	郑商所 ☐ ZCE ☐	大商所 ☐ DCE ☐	中金所 ☐ CFFEX ☐	☐ 能源中心 INE ☐
客户适当性分类 Investor Eligibility Type	☐ 普通投资者 ☐ 专业投资者 ☐ Regular ☐ Professional				
客户基本信息 Basic Information					
姓名 Name			身份证号码 ID Number		
联系电话 Phone Number	区号 电话 Area code + phone number	邮政编码 Zip Code			
联系地址 Mailing Address	_____（省、市、自治区）_____（市、县、区）_____ _____(province/municipality/autonomous region)_____(city/county/district)				
期货结算账号 Futures Settlement Account					
账户名 Beneficiary	账号 A/C No.		开户银行 Account Opening Bank	开户行网点 Account Opening Branch	
指定下单人 Designated Order Placer					
姓名 Name			身份证号码 ID Number		
联系电话 Phone Number	区号 电话 Area code + phone number	邮政编码 Zip Code			
联系地址	_____（省、市、自治区）_____（市、县、区）_____ _____(province/municipality/autonomous region)_____(city/county/district)				

Mailing Address	_____(province/municipality/autonomous region)_____(city/county/district)		
资金调拨人 Fund Allocator			
姓名 Name		身份证号码 ID Number	
联系电话 Phone Number	区号 电话 Area code + phone number	邮政编码 Zip Code	
联系地址 Mailing Address	_____(省、市、自治区)_____(市、县、区)_____ _____(province/municipality/autonomous region)_____(city/county/district)____		
结算单确认人 Trade Settlement Statement Confirmer			
姓名 Name		身份证号码 ID Number	
联系电话 Phone Number	区号 电话 Area code + phone number	邮政编码 Zip Code	
联系地址 Mailing Address	_____(省、市、自治区)_____(市、县、区)_____ _____(province/municipality/autonomous region)_____(city/county/district)____		
交易所附加信息 Additional Information on Exchanges	中金所 CFFEX	客户所在期货营业部 _____营业部代码 Title _____ and Code _____ of the CFFEX futures branch the domestic investor intends to trade in	
声明：以上为本人登记的用于期货交易出入金的银行结算账户，本人在期货公司的出入金均通过以上账户办理。 本人有能力承担因参与期货交易而产生的风险,并保证参与期货交易资金来源的合法性和所提供资料的真实性，承诺遵守期货交易所的各项业务规则，自愿承担期货交易结果。若本人实际使用的期货结算账户与以上登记内容不一致的，本人授权上海东证期货有限公司以实际办理银期、期银转账业务的账户作为期货结算账户。 本人承诺，以上授权所指定的事项已认证核实且认可，被授权人今后与本授权指定事项相关的一切行为均为本人意志之体现，本人承诺承担全部责任及后果。 本人如变更上述授权指定事项，将以书面形式通知上海东证期货有限公司，并在完成相关手续后生效，本人未及时以书面形式通知贵公司完成进行变更手续的，由此造成的一切后果均由本人承担。 Statement: The above information indicates the futures settlement accounts I have registered to deposit or withdraw margin for futures trading in the futures company. I certify that I am capable of taking the risks so arising in futures trading, and guarantee that my funds are from lawful sources and the information I have provided are true. I guarantee to comply with the business rules of futures exchanges and am solely liable for all the trading results. Where the futures settlement account I actually use is inconsistent with any of the accounts indicated above,Orient			

Futures Co., Ltd. is authorized by me to take the account actually used in transfer between banks and futures company as my futures settlement account.

I certify that the above authorizations are reviewed, verified and approved, and that the designated acts performed by the corresponding authorized persons shall be deemed as my intentions. I promise to undertake full responsibilities and consequences so arising.

I guarantee to inform Orient Futures in writing changes to the above authorizations, which will become effective upon completion of corresponding procedures. I will take all the consequences resulted from my failure to promptly notify Orient Futures in writing the change of the authorization in question.

申请人签名：申请日期： 年 月 日

Applicant's Signature: Application Date: [Month] [Date], [Year]

说明：

1. 客户开立账户必须提供身份证明及相关证明文件，并保证证明文件的真实性；

2. 客户明确此份申请表是客户开户必备法律文件之一，保证以上填写内容属实，并在上述填写内容发生变化时及时通知期货公司。

Notes:

1. Clients must provide identity documents and relevant supporting documents for account opening, and guarantee the authenticity of such documents; and

2. Clients shall be aware that this Application Form is one of the mandatory legal documents for account opening, and warrant that the said information is true and any change to it shall be promptly submitted to the futures company.

附件四 境内单位客户交易编码申请表

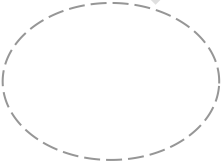
Appendix 4

Trading Code Application Form for Institutional Domestic Investor

申请日期:
Application Date:

期货公司 Futures Company			内部资金账号 Internal Capital Account Number		
申请交易编码 Application of Trading Code	上期所 ☐ SHFE ☐	郑商所 ☐ ZCE ☐	大商所 ☐ DCE ☐	中金所 ☐ CFFEX ☐	能源中心 ☐ INE ☐
客 户 适 当 性 分 类 Investor Eligibility Type	☐ 普通投资者 ☐ 专业投资者 ☐ Regular ☐ Professional				
客户基本信息 Basic Information					
单位全称 Full Name			组织机构代码 Business Registration Number		
营业执照正本号 Business License Number		税务登记号 Tax Registration Number	注册资本 Registered Capital		
单位性质 Type of Business			投资者类型 Type of Investor		
经营范围 Line of Business					
法定代表人 Legal Representative		联系人 Contact Person			
联系电话 Phone Number	区号 电话 Area code + phone number			邮政编码 Zip Code	
注册地址 Registered Address	_____（省、市、自治区）_____（市、县、区）_____ _____(province/municipality/autonomous region)_____(city/county/district)_____				
期货结算账号 Futures Settlement Account					
账户名 Beneficiary	账号 A/C No.		开户银行 Account Opening Bank	开户行网点 Account Opening Branch	

开户代理人 Account Opening Agency			
姓名 Name		证件类型 Identification Type	证件号码 Identification Number
联系地址 Mailing Address	____（省、市、自治区）____（市、县、区）____ ____(province/municipality/autonomous region)____(city/county/district)____		
联系电话 Phone Number	区号 电话 Area code + phone number	邮政编码 Zip Code	
指定下单人 Designated Order Placer			
姓名 Name		证件类型 Identification Type	证件号码 Identification Number
联系地址 Mailing Address	____（省、市、自治区）____（市、县、区）____ ____(province/municipality/autonomous region)____(city/county/district)____		
联系电话 Phone Number	区号 电话 Area code + phone number	邮政编码 Zip Code	
资金调拨人 Fund Allocator			
姓名 Name		证件类型 Identification Type	证件号码 Identification Number
联系地址 Mailing Address	____（省、市、自治区）____（市、县、区）____ ____(province/municipality/autonomous region)____(city/county/district)____		
联系电话 Phone Number	区号 电话 Area code + phone number	邮政编码 Zip Code	
结算单确认人 Trade Settlement Statement Confirmer			
姓名 Name		证件类型 Identification Type	证件号码 Identification Number
联系地址 Mailing Address	____（省、市、自治区）____（市、县、区）____ ____(province/municipality/autonomous region)____(city/county/district)____		
联系电话 Phone Number	区号 电话 Area code + phone number	邮政编码 Zip Code	
交易所附加信息 Additional Information on Exchanges	郑商所	☐ 涉棉 ☐ 涉糖 ☐ 涉化 ☐ 涉粮 ☐ 其他	
	ZCE	☐ Cotton ☐ Sugar ☐ Chemicals ☐ Grain ☐ Other	
	中金所 CFFEX	客户所在期货营业部 _____ 营业部代码 Title _____ and Code _____ of the CFFEX futures branch the domestic	

		investor intends to trade in			
声明：以上为本机构登记的用于期货交易出入金的银行结算账户，本机构在期货公司的出入金均通过以上账户办理。 本机构有能力承担因参与期货交易而产生的风险，并保证参与期货交易资金来源的合法性和所提供资料的真实性，承诺遵守期货交易所的各项业务规则,自愿承担期货交易结果。若本单位实际使用的期货结算账户与以上登记内容不一致的，本单位授权上海东证期货有限公司以实际办理银期、期银转账业务的账户作为期货结算账户。 本单位承诺，以上授权所指定的事项已认证核实且认可，被授权人今后与本授权指定事项相关的一切行为均为本单位意志之体现，本单位承诺承担全部责任及后果。 本单位如变更上述授权指定事项，将以书面形式通知上海东证期货有限公司，并在完成相关手续后生效，本单位未及时以书面形式通知贵公司完成进行变更手续的，由此造成的一切后果均由本单位承担。 Statement: The above information indicates the futures settlement accounts we have registered to deposit or withdraw margin for futures trading in the futures company. We certify that we are capable of taking the risks so arising in futures trading, and guarantee that our funds are from lawful sources and the information we have provided are true. We guarantee to comply with the business rules of futures exchanges and are solely liable for all the trading results. Where the futures settlement account we actually use is inconsistent with any of the accounts indicated above, Orient Futures Co., Ltd. is authorized by us to take the account actually used in transfer between banks and futures company as our futures settlement account. We certify that the above authorizations are reviewed, verified and approved, and that the designated acts performed by the corresponding authorized persons shall be deemed as our intentions. We guarantee to undertake full responsibilities and consequences so arising. We guarantee to inform Orient Futures in writing changes to the above authorizations, which will become effective upon completion of corresponding procedures. We will take all the consequences resulted from my failure to promptly notify Orient Futures in writing the change of the authorization in question. 申请机构盖章： Seal of the legal entity:  法定代表人（或被授权人）签字： Signature of the legal representative or authorized person 申请日期： 年 月 日 Application Date: [Month] [Date], [Year] <tr><td colspan="3"> 说明： 1. 机构客户开立账户必须提供相关证明文件，并保证该证明文件的真实性。法人或其他经济组织客户开户，必须提供具有中国法人资格或其他经济组织资格的合法证件原件及与原件相一致的复印件（包括营业执照、组织机构代码证、法人代表证明、税务登记证等,并加盖公章）； 2. 机构客户明确此份申请表是客户开户必备法律文件之一，保证以上填写内容属实，并在上述填写内容发生变化时及时通知期货公司。 Notes: 1. Institutional investors must provide identity documents and relevant supporting documents for account opening, and guarantee the authenticity of such documents. Any legal entity or other type of economic entity seeking to open a trading account must provide the original certificates evidencing the qualification as a legal entity or other type of economic entity, as well as the photocopies of such certificates (including the business license, organization code, legal representative certificate and tax payment certificate, and duly sealed </td></tr>			说明： 1. 机构客户开立账户必须提供相关证明文件，并保证该证明文件的真实性。法人或其他经济组织客户开户，必须提供具有中国法人资格或其他经济组织资格的合法证件原件及与原件相一致的复印件（包括营业执照、组织机构代码证、法人代表证明、税务登记证等,并加盖公章）； 2. 机构客户明确此份申请表是客户开户必备法律文件之一，保证以上填写内容属实，并在上述填写内容发生变化时及时通知期货公司。 Notes: 1. Institutional investors must provide identity documents and relevant supporting documents for account opening, and guarantee the authenticity of such documents. Any legal entity or other type of economic entity seeking to open a trading account must provide the original certificates evidencing the qualification as a legal entity or other type of economic entity, as well as the photocopies of such certificates (including the business license, organization code, legal representative certificate and tax payment certificate, and duly sealed		
说明： 1. 机构客户开立账户必须提供相关证明文件，并保证该证明文件的真实性。法人或其他经济组织客户开户，必须提供具有中国法人资格或其他经济组织资格的合法证件原件及与原件相一致的复印件（包括营业执照、组织机构代码证、法人代表证明、税务登记证等,并加盖公章）； 2. 机构客户明确此份申请表是客户开户必备法律文件之一，保证以上填写内容属实，并在上述填写内容发生变化时及时通知期货公司。 Notes: 1. Institutional investors must provide identity documents and relevant supporting documents for account opening, and guarantee the authenticity of such documents. Any legal entity or other type of economic entity seeking to open a trading account must provide the original certificates evidencing the qualification as a legal entity or other type of economic entity, as well as the photocopies of such certificates (including the business license, organization code, legal representative certificate and tax payment certificate, and duly sealed					

photocopies); and

2. Institutional investors shall be aware that this Application Form is one of the mandatory legal documents for account opening, and warrant that the said information is true and any change to it shall be promptly submitted to the futures company.

上海东证期货有限公司

附件五：特别指定事项附表

填写说明：
1、若无相关信息，请用“/”划去； 2、“□”中，请在选项中打“√”，请在非选项中打“×”。
上海东证期货有限公司：
1、本人/本单位补充指定授权下列人员为本人/本单位在贵公司开立的期货账户的指令下达人，代表本人/本单位下达交易及交割指令：
☐指令下达人见下表

姓名	身份证号	签字留样	手机号码	固定电话号码	通信地址

备注					

2、本人/本单位补充指定授权下列人员为本人/本单位在贵公司开立的期货账户的资金调拨人，代表本人/本单位下达资金调拨指令：

☐ 同指令下达人（下表内容无需填写） ☐ 资金调拨人见下表

姓名	身份证号	签字留样	手机号码	固定电话号码	通信地址
备注					

3、本人/本单位补充指定授权下列人员为本人/单位在贵公司开立的期货账户的结算单确认人，代表本人/单位对交易结果进行确认：

☐ 同指令下达人（下表内容无需填写）☐ 同资金调拨人（下表内容无需填写）☐ 结算单确认人见下表

姓名	身份证号	签字留样	手机号码	固定电话号码	通信地址
备注					

本人/本单位承诺，以上授权所指定的事项已认证核实且认可，被授权人今后与本授权指定事项相关的一切行为均为本人/本单位意志之体现，本人/本单位承诺承担全部责任及后果。

本人/本单位如变更上述授权指定事项，将以书面形式通知上海东证期货有限公司，并在完成相关手续后生效，本人/本单位未及时以书面形式通知贵公司完成进行变更手续的，由此造成的一切后果均由本人/本单位承担。

法人客户加盖公章



自然人/法定代表人或被授权人签字：

签署日期： 年 月 日

Appendix 5

Special Designation Schedule

- Notes for completing the form:
- 1. In case of inapplicable items, please indicate by “/”;
 - 2. Put “√” in “□” for selected options, and “×” for inapplicable ones.

Special Designation Schedule

- To Orient Futures Co., Ltd.,
- 1. I/Our company have/has authorized the following persons as the order placers for the futures account opened in your company to place trading and delivery orders on behalf of me/our company:
 - ☐ Fill the information of order placers as below

Name	ID Number	Signature Specimen	Cell phone Number	Telephone Number	Mailing Address
Note					

- 2. I/Our company have/has authorized the following persons as the fund allocators for the futures account opened in your company to place fund allocation orders on behalf of me/our company:
 - ☐ Same as order placers (no need to fill in the following table)
 - ☐ Fill the information of funder allocators as below

Name	ID Number	Signature Specimen	Cell phone Number	Telephone Number	Mailing Address
Note					

3. I/Our company have/has authorized the following persons as the settlement sheet confirmers for the futures account opened in your company to confirm the trading results on behalf of me/our company:

Name	ID Number	Signature Specimen	Cell phone Number	Telephone Number	Mailing Address
Note					

I/Our company guarantee(s) to inform Orient Futures in writing changes to the above authorizations, which will become effective upon completion of corresponding procedures. We will take all the consequences resulted from my failure to promptly notify Orient Futures in writing the change of the authorization in question.

Signature of individual client/legal representative or

Execution Date:

法人户加盖公章：

Fee Rates

Account ID			Name		Application Date			
Fee Rates								
Rating of the Client			Current Equities					
Zhengzhou Commodity Exchange	Product	Fee Rates	Dalian Commodity Exchange	Product	Fee Rates	Shanghai Futures Exchange	Products	Fee Rates
	Strong Gluten Wheat	25Yuan/lot		Corn	6Yuan/lot		Copper	0.00025
	Common Wheat	25 Yuan/lot		Corn Starch	7.5 Yuan/lot		Aluminum	15 Yuan/lot
	Cotton	21.5 Yuan/lot		No.1 Soybean	10 Yuan/lot		Zinc	15 Yuan/lot
	White Sugar	15Yuan/lot		No.2 Soybean	5Yuan/lot		Lead	0.0002
	PTA	15 Yuan/lot		Soybean Meal	7.5Yuan/lot		Nickel	30Yuan/lot
	Rapeseed Oil	10Yuan/lot		Soybean Oil	12.5Yuan/lot		Tin	15Yuan/lot
	Early Indica Rice	12.5Yuan/lot		RBD Palm Olein	12.5Yuan/lot		Gold	50Yuan/lot
	Methanol	30 Yuan/lot		Fiberboard	0.0005		Silver	0.0005
	Glass	15Yuan/lot		Blockboard	0.0005		Rebar	0.0005
	Rapeseed	10Yuan/lot		Egg	0.00075		Wire Rod	0.0002
	Rapeseed Meal	7.5 Yuan/lot		LLDPE	10Yuan/lot		Hot Rolled Coils	0.0005
	Thermal Coal	15Yuan/lot		PVC	10Yuan/lot		Fuel Oil	0.00025
	Japonica Rice	15Yuan/lot		PP	0.0003		Bitumen	0.0005
	Late Indica Rice	15Yuan/lot		Coke	0.0006		Natural Rubber	15Yuan/lot
	Ferrosilicon	15 Yuan/lot		Coking Coal	0.0006		Paper Pulp	0.00025
	Manganese Silicon	15Yuan/lot		Iron Ore	0.0005		Stainless Steel	10Yuan/lot
	Apple	100Yuan/lot		Ethynylbenzene	15Yuan/lot		Copper Options	25Yuan/lot
	Cotton Yarn	20Yuan/lot		ethylene glycol	15Yuan/lot		Aluminum Options	7.5Yuan/lot
	Chinese Jujube	15Yuan/lot		Round-grained Rice	5Yuan/lot		Zinc Options	7.5Yuan/lot
Sodium Carbonate	17.5Yuan/lot	Liquefied Petroleum Gas	30Yuan/lot	Natural Rubber Options	15Yuan/lot			
Urea	25Yuan/lot	Soybean Meal Options	5Yuan/lot	Gold Options	10Yuan/lot			

	White Sugar Options	7.5Yuan/lot		Corn Options	3Yuan/lot			
	Cotton No.1 Options	7.5Yuan/lot		Iron Ore Options	10Yuan/lot			
	PTA Options	2.5Yuan/lot		Linear Low Density Polyethylene (LLDPE) Options	2.5Yuan/lot			
	Methano 1 Options	2.5Yuan/lot		Polyvinyl Chloride(PVC) Options	2.5Yuan/lot			
	Thermal Coal options	7.5Yuan/lot		Polypropylene(PP) Options	2.5Yuan/lot			
	Rapeseed Meal options	4Yuan/lot		Liquefied petroleum gas Options	5Yuan/lot			
China Financial Futures Exchange								
Product		Fee Rates						
CSI 300 Index Futures		0.001725						
CSI 500 Index Futures		0.001725						
SSE 50 Index Futures		0.001725						
5-year Treasury Bond Futures		15Yuan/lot						
10-year Treasury Bond Futures		15Yuan/lot						
2-year Treasury Bond Futures		15Yuan/lot						
Stock index options		75Yuan/lot						
Shanghai International Energy Exchange Corporation								
Product		Fee Rates						
Crude Oil		100yuan/lot						
TSR 20		10Yuan/lot						
LSFO		15Yuan/lot						

Signature of individual client/legal representative or authorized person:

Affix the seal of legal entity: