

# CITY CREDIT capital

TERMS AND CONDITIONS OF BUSINESS RELATING TO FOREIGN  
EXCHANGE and CONTRACTS FOR DIFFERENCES  
外汇与价差合约交易商业条款及条件  
RETAIL CUSTOMERS ONLY  
仅适用零售客户

## CITY CREDIT CAPITAL (UK) LIMITED

12th Floor, Heron Tower, 110 Bishopsgate, London, England EC2N 4AY, UK

TERMS AND CONDITIONS OF BUSINESS RELATING TO FOREIGN EXCHANGE and CONTRACTS  
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## 1. Introduction 引言

1.1 These Terms and Conditions of Business (including the Schedules) ( “Terms” ) set out the basis on which City Credit Capital (UK) Limited ( “CCC”, “we”, “us”, “our”, “the company”) will provide dealing services in relation to FX and CFDs to you ( “your”, “yours” ).

本商业条款及条件 (包括附表) (以下简称 “合约条款”) 为 City Credit Capital (英国) 有限公司 (以下简称 “CCC”, “本公司”, “我方”) 向贵方提供外汇和价差合约交易服务所订立的依据。

1.2 CCC is authorised and regulated in the United Kingdom by the Financial Conduct Authority to carry out designated investment business and is subject to the rules of the FCA from time to time in force. Our FCA reference number is 232015.

CCC 获英国金融行为准则局认可并受其监管经营指定的投资业务, 受英国金融行为准则局规则约束。我方的英国金融行为准则局参考编号为 232015。

1.3 Transactions in FX and CFDs carry significant risks. Such transactions may entail contingent liability and give rise to the obligation to pay Margin. You should read the FX and CFD Schedules (Schedule 2 and Schedule 3) very carefully.

外汇和价差合约交易具有重大风险, 并可导致或有负债及产生支付保证金的义务。因此, 贵方应仔细阅读附表 2 和附表 3 的外汇和价差合约相关条款。

1.4 Where required by Application Regulations, we will disclose certain information to you regarding our CFD and FX products in a Key Information Document, as updated from time to time (the “KID” ). The KID is a short fact sheet that includes important information about the CFDs and FX products that we trade with you. Please be aware that the KID does not form part of these Terms. It is aimed at providing you with information on the CFD and FX products only.

根据相关法规条例的要求, 我方将不时通过更新关键信息文件 (“KID”) 来向贵方披露有关我方的价差合约和外汇产品的相关资讯。KID 是一个简表的表格, 其中包含我方与贵方交易的价差合约和外汇产品的重要资讯。请注意, KID 并不构成本条款的组成部分。它仅是为了向贵方提供有关价差合约和外汇产品的资讯。

1.5 A list of our CFD and FX products is disclosed on our Website and will be updated from time to time. Please read the content of the KID for each product type before submitting an order. If you are unsure about any of the content of the KID, you should not trade. If you require further information in relation to the KID please notify us immediately.

我方的价差合约和外汇产品清单均在我方网站上公布，并将不时更新。提交任何交易订单前，请阅读 KID 内每种类型的产品内容。如贵方不确定 KID 的全部内容，贵方则不应该交易。如果贵方需要更多有关 KID 的信息，请立即通知我方。

1.6 For new clients, these Terms shall come into force on the date that we acknowledge receipt of the signed Application Form from you. By completing and signing the Application Form you acknowledge that you understand and agree to be bound by these Terms. You should not sign the Application Form if you are unsure of the whole or any part of these Terms.

对于新客户，本条款自我方确认收到贵方签署的申请表格之日起生效。通过填写和签署开户申请表，贵方承认已理解并同意受这些条款的约束。如贵方不确定这些条款的全部或部分内容，贵方则不应该在申请表上签名。

1.7 For existing clients, these Terms shall come into force when you: (a) trade on any of the accounts that you have opened with us; or (b) sign and return the Acceptance and Consent Letter disclosed in Appendix 1 and you acknowledge and agree to be bound by these Terms when you take these actions. You must ensure that you are familiar with all aspects of these Terms, in particular, but not limited to, the provisions concerning trading activities, margin, spreads, trading hours and risks that may affect your liability to us or our liability to you.

对于现有客户，本条款将在下列情况下生效：（a）在贵方已开设的任何交易账户上进行交易；或（b）亲自签署并交还回本条款附表 1 中所披露的知悉及同意书，说明贵方已承认并同意接受本条款的约束。贵方须确保已熟悉本合约条款的各项规定，尤其是可能影响贵方对我方承担的责任或我方对贵方承担的责任的相关规定，包括但不限于交易活动、保证金、价差、交易时间和风险。

1.8 You must satisfy yourself that you understand all risks involved in leveraged trading and that you willingly accept these risks. If you are in doubt, you should seek professional advice. We act as principal and our service is “non-advisory”. This means that we are acting only on your instructions and will not advise you in relation to, or make any recommendation of, any Transaction.

贵方应理解杠杆式交易涉及的所有风险，并愿意接受上述风险。如有疑虑，贵方应寻求专业意见。作为主事方，我方仅提供“非顾问”服务。即我方只按照贵方的指示执行交易，我方将不会提供任何有关交易的投资顾问服务或操作建议。

1.9 Our employees are not authorised to offer trading advice to clients. If any employee of CCC were to advise on the suitability of a particular trade this advice would be given against CCC’s company policy and the employee’s employment terms. Any such advice should therefore not be relied upon.

我方雇员无权向客户提供交易建议，如 CCC 的任何雇员在特定交易的适合性方面提出建议，该建议将与 CCC 公司政策和雇员雇用条款相违背，客户不应信赖任何该等建议。

1.10 You confirm that you have regular access to the internet and consent to us providing you with information including, without limitation, information about us and our services, our costs and charges, information about our products, information about amendments to our Order Execution Policy and information about the nature and risks of investments by posting such information on our website at [www.ccccapital.co.uk](http://www.ccccapital.co.uk) or such other website as may from time to time be notified to you. If you wish to receive such information on paper then you shall notify us at the following email address: [customerservice@ccccapital.co.uk](mailto:customerservice@ccccapital.co.uk) or the following postal address: City Credit Capital (UK) Limited, 12th Floor, 110 Bishopsgate, London, England, EC2N 4AY.

贵方确认可经常使用互联网，并同意我方不时通知贵方把信息上传至本公司网站 www.cccapital.co.uk，或其它我方不时通知贵方的网站，该等信息包括但不限于关于我方和我方的服务的信息、我方的成本和收费、关于我方产品的信息、我方修改《订单执行政策》的信息、投资性质和风险信息等。如果贵方希望以我方以纸质信件方式通知此类资讯，贵方应方将向以下电子邮件地址：customerservice@cccapiatal.co.uk 或通讯地址：City Credit Capital (UK) Limited, 12th Floor, 110 Bishopsgate, London, England, EC2N 4AY 发送该要求给本公司。

1.11 These Terms apply only to FX and CFD trading and only where you are acting as a Retail Client.  
 合约条款只适用于贵方作为零售客户时进行的外汇和价差合约交易。

2 Definitions 定义

2.1 In these Terms the following terms shall have the following meanings:  
 合约条款的术语定义如下：

the Act 法案	the Financial Services and Markets Act 2000 2000 年金融服务和市场法。
Applicable Regulations 适用法规	the Act, the FCA Rules or any other rules of a relevant regulatory authority, the rules of any relevant exchange and any other applicable laws, rules and regulations as in force from time to time 2000 年金融服务和市场法、英国金融行为准则局规则或相关监管机构规则、相关交易所规则和其它不时有效的适用法律、规定和法规。
Application Form 申请表	the application form provided by CCC as part of your application to open an account with us CCC 提供的申请表是作为贵方在我方申请开立交易帐户的一部份。
The Article 条款	ESMA Article 40 of Regulation (EU) No 600/2014 (EU) 第 600/2014 号条款 ESMA 第 40 条
Attorney 代理人	has the meaning given to that term in clause 7.1 第 7.1 条款所载定义。
Authorised User 授权用户	any person acting as Attorney notified by you to CCC in writing as authorised to act on your behalf in relation to the Electronic Services 由贵方书面通知 CCC，获授权代表贵方处理电子服务相关事宜的任何人士。
Base Currency 基础货币	US Dollar, Euro, British Pound or such other currency as we may agree with you in our absolute discretion 美元、欧元、英镑或其它任何我方依据绝对酌情权同意贵方使用的货币。

Business Day 营业日	any day on which commercial banks and exchanges are generally open for business in the relevant market 在相关市场内一般商业银行和交易所营业的任何日子。
CFD 价差合约	a contract which is a Contract for Differences by reference to fluctuations in the price of the relevant Underlying Product which, irrespective of execution venue, must be settled in cash other than by reason of default or termination 是一种合同，它以参考相关标的产品价格波动而产生的差价来订立合同，无论在何地执行，必须以现金结算，而非违约或终止。
Charges 费用	any fees, commissions, spreads (the difference between the bid and ask price) or other charges payable by you to us (including daily financing charges for certain Transactions) or a third party under these Terms, including such brokerage fees and commissions as we may from time to time charge to your account and all other liabilities, charges, costs, expenses and fees payable in connection with Transactions effected on your instructions under these Terms 根据本合约条款，由贵方或第三方向我方支付的任何酬金、佣金、价差（买价和卖价之间的差异）或其他费用（包括某些未平仓合约的隔夜融资费用），包括我方不时向贵方帐户收取的经纪人佣金和酬金，以及所有其他根据本合约条款，与贵方发出指示的交易相关的债务、收费、成本、开支和费用。
Client Money Rules 客户资金规定	the provisions of the FCA's Client Assets Sourcebook relating to client money for firms carrying out regulated business pursuant to the EU Markets in Financial Instruments Directive (2014/65/EU) and any of its successor or equivalent legislation as implemented in the UK 符合《欧洲共同体市场金融工具指令》的规定以及其增补或同等法规并据此在英国境内有法律效力，由英国金融行为准则局制定并发布的《客户资产手册》中对于从事受监管的金融服务公司应遵从的与客户资产相关的规则与指引。
Closing Date 平仓日	the date identified as such in the confirmation or the date on which a Closing Notice is given or on which you accept the Closing Price of the Underlying Product or the date on which a Closing Date is deemed to have occurred in accordance with these Terms 经双方确认的日期、或发出平仓通知或接受标的产品收盘价格的日期，或根据合约条款规定的平仓日。
Closing Notice 平仓通知	the notice given by either you or us to the other to close any CFD 由贵方或我方向对方发出的价差合约平仓通知。
Closing Price 收盘价格	the Reference Price as determined by us at the time of the Closing Notice 我方在发出平仓通知时决定的参考价格。
Contract Quantity 合约数量	the number of Underlying Products to which the CFD or FX relates 有关外汇或价差合约标的产品数量。

Contract Settlement Date 合约交割日期	the day upon which a Futures-based CFD is closed or is deemed to be closed 以期货为基础的价差合约平仓日，或被视作平仓的日期。
Contract Specification 合约细则	provided with the Application Form 随开户申请表一并提供。
Contract Value 合约价值	the Reference Price multiplied by the Contract Quantity or 100,000 of the base currency for FX pairs 参考价格乘以合约数量或外汇货币组合基础货币 100,000。
Declarable Interest 应申报权益	the prevailing level (at the material time) set by the relevant stock exchange upon which the underlying share is listed or by any other applicable legal or regulatory authority 由相关股份上市的证券交易所或其它适用的法律或监管机关(在关键时间)设定的现行水平。
Electronic Means 电子方式	includes the Trading Platform, our externally accessible computers, network or communication systems, software owned by or licensed to us and any other internet, computer, network or communication systems, software or information service provided by us to you whether established by us directly or through Third Party Providers 包括交易平台在内由我方内部使用的电脑、网络或通信系统，归我方所有或授权于我方的软件和其它互联网、电脑、网络或通信系统，或我方向贵方提供，由我方直接或通过第三方提供商建立的软件或信息服务。
Electronic Services 电子服务	the facility to enter into Transactions and to access Financial Market Information via Electronic Means 通过电子方式进行交易及获取「金融市场信息」的设备。
ESMA	European Securities and Markets Authority
ESMA	欧洲证券和市场管理局
Exchange 交易所	any exchange on which we deal or arrange a deal on your instructions and in respect of the Underlying Product, the relevant exchange or quotation system specified as such for such Underlying Product, or any successor to such exchange or quotation system to which trading in the Underlying Product has temporarily relocated 我方按照贵方的委托，为标的产品进行或安排交易的交易所、该等标的产品具体指定的相关交易所或报价系统、或暂时作为标的产品交易的交易所或报价系统的继承者。
Exchange Rules 交易所规则	the rules of the relevant Exchange from time to time in force 不时生效的相关交易所规则。
FATCA	Foreign Account Tax Compliance Act 美国海外账户税务合规法案



FCA	Financial Conduct Authority
英国金融行为准则局	英国金融行为准则局
FCA Rules	the rules contained in the Handbook of Rules and Guidance produced by the FCA as from time to time in force, as varied by any waiver, dispensations or individual guidance granted by the FCA and applicable to CCC.
FCA 规则	由英国金融行为准则局制定, 不时生效的规则和指引中的各项规定, 随英国金融行为准则局准予的任何豁免、特许或个别指导作出修改, 并适用于 CCC。
FFI	Foreign Financial Institution
境外金融机构	境外金融机构
Financial Market Information	financial market data, quotes, news, research, price and/or other information published by financial market information services, publishers, exchanges, markets and other third parties
金融市场信息	金融市场数据、报价、新闻、研究、价格以及/或金融市场信息服务、发行人、交易所、市场及其它第三方公布的其它信息。
Future	a right under a contract for the sale of a commodity or property of any other description under which delivery is to be made at a future date and at a price agreed on when the contract is made on which a CFD may be based
期货	对某一商品或财产或任何其它种类的产品订立销售合约, 根据订立合约时协定的一个未来特定日期与价格进行交割的合约权利, 价差合约以此为基础。
FX	foreign exchange
外汇交易	外汇交易
Index	a relevant market index or sector index relating to a Future or a spot price on which a CFD may be based
指数	价差合约所依据的期货或现货价格相关的市场指数或类股指数。
Intellectual Property	patents, trade marks, service marks, registered designs, design rights, copyrights (including copyright in computer software), inventions, trade secrets and other confidential information, know-how, rights in databases, business or trade names (including internet domain names and e-mail address names) and all other intellectual and industrial property and rights of a similar or corresponding nature in any part of the world, whether registered or not or capable of registration or not and including the right to apply for and all applications for any of the foregoing rights
知识产权	专利、商标、服务标记、注册设计、设计权、版权(包括电脑软件版权)、发明、商业机密和其它机密信息、专有知识、数据库权利、公司或商用名称(包括互联网域名和电子邮件地址), 以及其它在世界各地具有类似或相应性质的所有其它知识和工业产权, 无论已经注册与否或能否注册, 且包括申请的权利和上述任何权利的应用。

Introducing Agent 中介代理人	any person introducing a client to CCC which is remunerated by CCC on behalf and with the consent of clients for such referral 任何向 CCC 介绍客户的人士，并由 CCC 取得客户同意，就其介绍客户予 CCC 代表客户向该人士给予酬金。
Long Party 多头方	the party identified as having notionally bought the Underlying Product 指理论上已经买进标的的产品的一方。
Margin 保证金	a deposit in cash to secure performance of obligations which you may have to perform when the Transaction falls to be completed or upon the earlier closing out of your position 存入现金作为贵方保证履行其于交易完成或提前平仓时应履行的责任。
Margin Percentage 保证金百分比	the specified percentage of margin as set out in the Application Form and as amended by us and notified to you from time to time 申请表中列出的保证金百分比，由我方不时修订及通知贵方。
Market Information Sheet 市场信息资讯列表	the schedule setting out the product specification, information and Charges for our different account types provided to you by us and as updated from time to time on our website 以列表方式提供的我方为贵方提供的不同帐户类型的产品规格，信息和费用资讯，并不时在我方网站更新
Opening Price 开盘价格	the price per CFD-based Security, Index or FX pair as initially quoted to you and accepted by you 最初由我方报价并且获贵方接受，以价差合约为基础的证券、指数或外汇货币组合交易价格。
Reference Price 参考价格	the current price per Security or the current level of such Index 证券的现行价格或该指数的现行水平。
Retail Client 零售客户	as defined in the FCA Rules 由英国金融行为准则局所定义
Security 证券	the shares, other equities or other instruments on which the CFD is based 价差合约所依据的股票、其它资产净值或其它票券。
Security Information 安全信息	one or more user's identification codes, passwords, authentication codes or such other information issued by us from time to time for the purposes of identifying you and/or an Authorised User 一个或一个以上使用者的识别代码、密码、鉴别码或由我方为识别贵方以及/或授权用户而发布的其它信息。
Short Party 空头方	the party identified as having notionally sold the Underlying Product 理论上已经卖出标的的产品的一方。
Third Party Providers 第三方提供商	any third party service providers wholly or partly through whom we may provide services to you by Electronic Means 完全或部分通过任何第三方服务提供商提供，由我方向贵方通过电子方式提供的服务。



Trading Hours 交易时间	as defined in the Trading Procedures 详见《交易程序》。
Trading Platform 交易平台	the services and functionality made available by us via our internet sites whose domain names are currently www.ccccapital.co.uk 通过我方网站提供的交易服务和相关功能，目前的网站域名为 www.ccccapital.co.uk。
Trading Procedures 交易程序	See Schedule 1 请参阅附表 1。
Transaction 交易	any transaction identified in the trade confirmation from CCC as in all FX or CFD trades which are executed on the client's instructions CCC 按照客户的指示执行，由 CCC 发出的所有外汇或价差合约确认中所指的任何交易。
Underlying Market 基础市场	the various third parties from whom we receive prices and other analogous information, on which the Opening Price is based 我方从各第三方收到价格和其它类似信息，开盘价格以此为基础。
Underlying Product 标的产品	the underlying reference Security, Commodity, Index or Future that forms the subject of the CFD 构成价差合约主题的基础参考证券、商品、指数或期货。
U.S. Person 美国人	The term "U.S. Person" means a U.S. citizen or resident individual, a partnership or corporation organised in the United States or under the laws of the United States or any State thereof, a trust if (i) a court within the United States would have authority under applicable law to render orders or judgments concerning substantially all issues regarding administration of the trust, and (ii) one or more U.S. persons have the authority to control all substantial decisions of the Trust, or an estate of a decedent that is a citizen or resident of the United States. 术语“美国人”专指某个美国公民或美国居民，或某个依美国联邦法律或任何州法律在美国组建的合伙企业或公司，或某个符合下列条件之信托：（1）美国境内法院根据适用法例有权对该信托几乎所有关于行政的事项发出指令或作出判决，以及（2）一名或多名美国人有权作出该信托的所有重大决策，或某项继承自美国公民或美国居民的遗产。
Your Money 贵方资金	money of yours which we hold in accordance with the Client Money Rules 根据客户资金规定我方持有的贵方资金。

2.2 These Terms may change from time to time due to changes in regulatory rules or statutes.

合约条款会不时随监管法规或法令的修订而修改。

2.3 In these Terms, unless the context otherwise requires:

在本合约条款中，除非依其前后文另有他义：

a) capitalised terms used and not defined in these Terms shall have the meaning set out in the FCA Rules and ESMA Rules;

本条款中使用和但却未给予详细定义的专业术语符合 FCA 和 ESMA 条款中的相关规定;b)  
words denoting the singular shall include the plural and vice versa and words denoting a given gender shall include all other genders;

名词单数形式应包括复数形式，反之亦然。某一性别形的字词应包括所有其它性别；

c) references to persons include references to any persons, corporations and to any association or partnership; and

人称应包括任何个人、企业、任何社团或合伙企业；以及

d) references to any time of day are to London time, unless otherwise stated.

除非另有说明，涉及的任何时间均以伦敦时间为准。

2.4 References to statutory provisions, enactments or EU Directives shall include references to any amendment, modification, extension, consolidation, replacement or re-enactment of any such provision, enactment or EU Directive (whether before or after the date of these Terms), to any previous enactment which has been replaced or amended and to any regulation, instrument or order or other subordinate legislation made under such provision, enactment or EU Directive, except where expressly stated to the contrary.

涉及的法定条文、规定或欧洲共同体指令应包括该法定条文、规定或欧洲共同体指令的任何修正、修改、扩展、合并、代替或重新制定（无论是在本合约条款之前或之后），除非另行明确说明，还应包括任何之前被代替或修正的法规，根据该法定条文、规定或欧洲共同体指令制定的任何法规、文书或法令或其它附属法规。

2.5 The provisions contained in the attached Schedules (as amended from time to time) shall apply. We may from time to time send to you further Schedules in respect of Exchanges, markets or Transactions. If there is any conflict between the clauses of any Schedule and these Terms, the provisions in the Schedule shall prevail. The fact that a provision is specifically included in a Schedule in respect of one Exchange, market or Transaction shall not preclude a similar clause being expressed or implied in relation to any other Exchange, market or Transaction.

附表（不时修正）中所包含的规定适用。我方可不时向贵方提供更多关于交易所、市场或交易的附表。如果任何附表的条款与本合约条款相抵触，应以附表的条款为准。附表中明确包含有关某一交易所、市场或交易的条款，并不妨碍有关任何其它交易所、市场或交易相类似的明确或暗示性条款。

2.6 Transactions traded on an Exchange shall be subject to Exchange Rules.

在交易所进行的交易应受交易规则所规限。

### 3. Client categorisation 客户分类

We are required to categorise all of our clients and, on the basis of the information you have provided to us, we have categorised you as a Retail Client. You have the right to request a different client categorisation, although we are not bound to agree to such a request. However, if we do agree and you are recategorised, you would lose the protection afforded by certain FCA Rules, which we will notify you about.

我方需要对所有客户进行分类，并根据贵方提供的信息将贵方归入零售客户类。贵方有权要求重新进行一次客户分类，虽然我方不一定答应此要求。但是，如果我方同意并对贵方再进行分类，贵方将失去英国金融行为准则局规则中的某些保障，我方应将此变化通知给贵方。

### 4. Our services 我方服务

4.1 Subject to the FCA Rules and any restrictions contained in these Terms, we will deal with you in CFDs and FX.

根据英国金融行为准则局规则和本合约条款，我方将与贵方进行外汇和价差合约交易。

4.2 In respect of every Transaction made between you and us, we shall deal as principal with you on the basis that you are our client and that you will be liable to us as principal.

关于我方和贵方之间的每一笔交易，我方应作为主事方而贵方则作为客户方的基础进行，贵方作为我方客户，将对作为主事方的我方负有法律责任。

4.3 Our services shall be limited to entering into Transactions for you on a non-advisory basis. In no circumstances will we act for you other than on a specific instruction or in accordance with these Terms. We will not advise you on the merits of any Transaction entered into under these Terms nor the taxation consequences or the composition of any account.

我方的服务应限于在“非投资顾问服务”的基础上代表贵方进行交易。除依照贵方的具体指示或本合约条款之外，我方决不为贵方代理其它事宜。我方不对根据本合约条款下进行的交易、课税结果或任何账户的构成提出建议。

4.4 When executing your orders we are obliged to take all sufficient steps to obtain the best possible result for you taking into account various factors. The way in which we seek to achieve this is set out in our Order Execution Policy which can be found at the following link: [www.cccapital.co.uk/account-opening/#document-library](http://www.cccapital.co.uk/account-opening/#document-library)

当执行贵方订单时，我方有义务采取所有有效步骤，在考虑各种因素的情况下为贵方争取可能的最佳结果。阐述我方为到达该目的而采取的方法可由我如下网页链接中的《订单执行政策》里查阅：  
[www.cccapital.co.uk/account-opening/#document-library](http://www.cccapital.co.uk/account-opening/#document-library)

4.5 Subject to these Terms, we will quote prices and accept orders or instructions in respect of any Transaction during our Trading Hours.

根据本合约条款，我方将在交易时间内进行报价，并接受任何交易订单或指示。

4.6 You shall enter into each Transaction in sole reliance upon your own judgement. You represent that you have sufficient knowledge to evaluate and understand the terms, merits and risks of such Transactions and that

you are willing to assume those risks. By entering into these Terms, you acknowledge and agree that we have disclosed the risks associated with the Transactions to you.

贵方应完全依靠自身的判断参与交易，这代表贵方具备足够的知识来评价和理解本合同条款和该等交易的价值和风险，并愿意承担上述风险。通过订立这些条款，贵方确认并同意我方已向贵方披露与交易有关的风险。

4.7 We shall have no obligation to contact you to advise upon appropriate action in light of changes in market conditions or otherwise. You acknowledge that the FX and CFD markets are highly speculative and volatile and that, following execution of any Transaction, you are solely responsible for making and maintaining contact with us for the purpose of monitoring the position and ensuring that any further instructions are given on a timely basis.

我方没有义务主动联系贵方，并建议贵方就市场状况的变化或其它变动采取适当行动。贵方承认外汇和价差合约市场具有极高的投机性和不稳定性，并且在执行任何交易后，贵方有全权负责联系我方并与我方保持联系，以监控头寸并确保及时作出进一步指示。

4.8 If you instruct us to enter into any Transaction which is effected in a currency other than the Base Currency: 如贵方指示我方以基础货币以外的货币进行交易：

- a) any profit or loss arising as a result of a fluctuation in the exchange rate affecting such currency will be entirely for your account;

由于汇率浮动影响该种货币而造成的任何盈亏将全部由贵方承担；

- b) all Margin payments shall be made in the currency in which the Transaction is to be effected in such amounts as we in our sole discretion may require; and

所有保证金必须以该交易的货币支付，支付金额可由我方依绝对酌情权自行决定；

- c) we are authorised to convert funds in your account(s) into and from the said relevant currency at the rate of exchange obtained by us from our bankers, insofar as we shall at our absolute discretion consider that such conversion is necessary to protect our position.

根据我方的绝对酌情权，在我方认为出于保护我方头寸而有必要进行兑换时，我方有权将贵方帐户中的资金，按我方银行获得的上述相关货币汇率进行兑换。

4.9 Once an order or instruction has been given by you or on your behalf it cannot be rescinded, withdrawn or amended without our express consent. We may at our absolute discretion refuse any dealing instruction given by you without giving any reason or being liable for any resulting loss.

订单或指示一旦由贵方下达或以贵方的名义下达，未经我方明确同意不得废除、撤销或修改。根据我方按绝对酌情权在不作任何解释或不对任何相应损失负责的前提下，拒绝执行贵方的任何交易指示。

4.10 We may accept or reject your offer to buy or sell at any time until the order is executed by us or an intermediate broker, as the case may be. A Transaction shall be deemed executed when your order is confirmed by us.

在我方或一名中介经纪在执行贵方的订单前，可在任何时候接受或拒绝贵方的要约（依具体情况而定）。当我方确认贵方订单，交易应被视为已执行。

4.11 In order to ensure that we can deal with you and discharge our obligations under Applicable Regulations, you will provide us, as appropriate, with such information relating to, for example, your nationality that we require to determine your national client identifier, or if you are a legal entity, your legal entity identifier.

为了确保我方能够处理贵方的问题并履行我方在适用法规下的义务，贵方应酌情向我方提供我方所需要的包含可确定贵方的国籍等客户识别的相关信息，如贵方是一个法律实体，则提供法律实体的标识资讯。

4.12 We are required under Applicable Regulations to obtain information about your relevant investment knowledge and experience so that we can assess whether our service or the CFD or FX products are appropriate for you; and to warn you if they are not appropriate for you. If you choose not to provide us with the information we request or if you provide us with insufficient information we will not be able to determine whether our service or our CFD and FX products are appropriate for you. In such instances, we will give you a warning and we may not be able to open an Account for you.

根据适用规定，我方需要获取有关贵方的相关过往投资知识和经验的信息，便于我方评估我方的服务或价差合约或外汇产品是否适合贵方；并在发现其不适合贵方的情况下警示贵方。如果贵方选择不向我方提供我方要求的信息，或者如果贵方向我方提供的信息不足，我方将无法确定我方的服务或我方的价差合约和外汇产品是否适合贵方。在这种情况下，我方将会给贵方一个警示，说明我方可能无法为贵方开设账户。

4.13 We are also required to obtain certain information about your other activities in order to determine your status for the purposes of regulations which apply to trading in over-the-counter derivatives.

我方还需要获取有关贵方其他活动的某些信息，才能确定贵方的身份，以确认规定贵方是否适合场外交易衍生产品的交易。

4.14 You represent and warrant that any information that you provide to us is accurate. You must inform us immediately of any material changes to the information provided to us in the Application Form, including any changes to your contact details, financial status or any other information related to clauses 4.12 and 4.13.

贵方声明并保证贵方提供给我方的任何信息都是准确的。在申请表格中提供给我方的信息如发生任何重大变化，包括对贵方的联系方式，财务状况或与第 4.12 和 4.13 条有关的任何其他信息的变更，贵方必须立即通知我方。

## 5. Financial Market Information 金融市场信息

5.1 You will provide us with all such information, data and documents as we shall reasonably request in order to permit us to provide the Electronic Services in an efficient manner. You agree to comply with all such Applicable Regulations and any other legal or regulatory requirements pertinent to you and your trading activity using Electronic Means.

当我方提出合理要求，贵方将向我方提供所有信息、数据和文件，以允许我方通过有效方式提供电子服务。贵方同意遵守所有该等适用法规以及与任何其它贵方和贵方使用电子方式进行交易活动的相关法律和规范要求。

5.2 We may either directly or indirectly permit you to access Financial Market Information published by Third Party Providers via Electronic Means. We may provide links on our Trading Platform to other internet sites sponsored and maintained by third parties. Such sites are publicly available and we provide such access to



you solely for your convenience. We make no representations or warranties concerning the content of such sites and the provision of access to such sites does not constitute our endorsement, authorisation or sponsorship of such sites. We make no representations or warranties concerning the accuracy or completeness of any Financial Market Information whether provided by us or any Third Party Provider. You expressly confirm and acknowledge that you are aware and fully understand that:

我方可直接或间接地允许贵方通过电子方式，使用由第三方提供商发布的金融市场信息。我方可在我的交易平台上提供与第三方主办和备存网站的链接。该等网站均是对外公开，我方提供链接只是为了方便贵方使用，我方对网站相关内容不作任何申述或保证，且提供该网站的使用途径并不构成我方认可、许可或赞助该等网站。我方对由我方或任何第三方提供商提供的任何金融市场信息的准确性和完整性不做任何申述或保证。贵方明确确认，贵方明白并全面理解：

- a) there may be inaccuracies, omissions, delays and incorrect sequencing in Financial Market Information;  
金融市场信息可能会有出错、遗漏、延误和顺序不当的情况；
- b) Financial Market Information will be historical unless clearly shown to be current; and  
除非明确注明为当期信息，否则金融市场信息均为历史性信息；
- c) we make no warranty in respect of Financial Market Information and in particular and without limitation, we expressly exclude all warranties and conditions, whether express or implied, as to the quality, fitness for any particular purpose and non-infringement of intellectual property rights of third parties save that these limitations and exclusions do not limit or exclude any liability which cannot be excluded or limited by law.

我方不就金融市场信息作出任何保证，特别是但不仅限于，我方明确免除所有质量、任何特定用途的适用性以及第三方知识产权不侵权行为方面不论是明示或默示的保证和条款，除非该限制和免除没有限制，或免除任何法律无法免除或限制的任何责任。

5.3 The supply of Financial Market Information may be subject to variation or withdrawal either by us or the Information Provider without notice. The Financial Market Information and the rights of Information Providers in such information is or may be protected by law and you undertake not to reproduce, retransmit, disseminate, sell, distribute, publish, broadcast, circulate or commercially exploit any Financial Market Information without obtaining our prior written consent.

我方或信息提供者可更改或撤回金融市场信息的发布，并可不必事先予以通知。金融市场信息和信息提供者对发布的金融市场信息的权利受或可受法律保护，贵方保证在未经我方事先同意的情况下，不对任何金融市场信息进行复制、转发、散布、出售、分发、出版、广播、传播或用作商业用途。

5.4 No Financial Market Information communicated to you by us constitutes an offer to sell or the solicitation of an offer to buy any investment (or to enter into any Transaction which you may request us to enter into on your behalf). The Financial Market Information provided to you by us is not to be construed as a personal recommendation or advice to you by us and, if you need advice, you should seek independent financial advice accordingly.

我方向贵方提供的任何金融市场信息，并不构成我方对贵方卖出或买进任何投资（或执行贵方可能要求我方代表其执行的交易）的招揽行为。我方向贵方提供的金融市场信息不应被视为我方向贵方提出的个人推荐或建议，如贵方需要获取投资建议，应寻求独立的财务意见。



5.5 We reserve the right to set limits and/or parameters or other controls which we in our absolute discretion consider appropriate to control your ability to use the Electronic Services by using a pre-programmed filter or by any other means. Such limits and/or parameters may be amended, increased, decreased, removed, or added by us without prior notice to you. These limits, parameters or controls may include (without limitation):

我方保留权利，设定依我方绝对酌情权认为合适的限制以及/或参数或其它管控，以控制贵方以预设的过滤程序或任何其它方法使用电子服务的能力。我方可修订、增加、减少、移除或增加该等限制以及/或参数而不必事先予以通知。上述限制、参数或控制应包括（但不限于）：

a) controls over the maximum order amounts and maximum order sizes;

控制最大的订单金额与订单规模上限；

b) controls over our total exposure to you;

我方向贵方全面披露的控制；

c) controls over orders which are submitted at a price which differs materially from the prevailing market price;

控制对价格与行情市价差别极大的订单；

d) verification procedures to ensure that any particular order has come from you or an Authorised User; and

确保任何特定订单是由贵方或授权用户下达的查证程序；以及

e) measures which we may be required to implement in accordance with Applicable Regulations and any other laws, rules or regulatory requirements in force from time to time or which we may in our absolute discretion determine should be imposed for our protection.

我方依据适用法规与其它法律、规则或法规要求必须采取，或我方依绝对酌情权决定为保障我方的任何措施。

## 6. Pricing 定价

6.1 We shall quote prices at which we are prepared to deal with you. Save where we exercise any of our rights to close out a Transaction or a Transaction terminates automatically in accordance with these Terms it is your responsibility to decide whether or not you wish to deal at those prices.

我方应提供准备与贵方交易的价格，除非我方行使终止交易的权利，或交易依据本合约条款自动平仓。贵方有责任自行决定是否以该等价格进行交易。

6.2 Our bid and offer quotes are subject to the Trading Procedures and involve a spread between buying and selling prices. The confirmation in relation to each Transaction shall reflect the prices which are based upon our current quotes at the relevant time at which a trade is struck.

我方依据交易程序提供买卖报价，且涉及买价和卖价的价差。有关每笔交易的确认应显示交易达成的相关时间时依据我方当时所报的现行价格。

6.3 Our quotes shall be a bid or offer price (whichever is applicable) and such price shall apply only to a Transaction which is within the limits which we have agreed with you. If you place an order outside the agreed limit, we may provide an amended quote which you may, in your absolute discretion, accept or reject.

我方的报价应为卖价或买价（视乎适用情况），且该价格应仅适用于我方已和贵方约定限制内的交易。如贵方下单超出约定限制，我方会提供一份修正报价单，贵方可依贵方的绝对酌情权决定接受或拒绝该修正报价。

6.4 We cannot guarantee the accuracy of any information regarding price movements and shall not be liable for any trading losses incurred by you. All price quotations given to you may be subject to change or errors and you acknowledge that reliance upon such information is at your own risk.

我方不保证任何有关价格变动信息的准确性，且不对贵方蒙受的任何交易损失负责。我方提供给贵方的所有报价均可能出现变动或误差，贵方确认自行承担信任依靠该等信息的风险。

6.5 The minimum and maximum trading quantity, the spread between buying and selling prices, the Margin requirements applicable to you, our trading hours, the list of available markets or exchanges and other matters relevant to the type of Transaction or market in which we are prepared to deal with you, shall be determined by us from time to time and we reserve the right at any time to modify any or all such provisions according to market conditions, including but not limited to market volatility, closure or illiquidity.

最小和最大的交易数量、买卖价格价差、适用于贵方的保证金规定、我方营业时间、适用市场或交易所清单以及其它有关我方准备和贵方进行的交易类型或市场得由我方不时决定；且我方保留权利可随时根据市况修正或修改任何或所有该等合约条款，包括但不限于市场波动、停市或缺乏流动性。

## 7. Attorneys 代理人

7.1 If you wish us to deal with another person acting on your behalf (an “Attorney”) at any time in relation to Electronic Services or via the telephone or both, you must inform us in writing of the name of such Attorney. We will deal with the Attorney upon production to us of a limited power of attorney given by you, as found in the Application Form. Such limited power of attorney shall be required in order for you to appoint your Attorney as an Authorised User or otherwise to give instructions on your behalf. We are entitled in our complete discretion not to deal with such Attorney if we wish. Any direction given by such duly appointed Attorney is to be understood as emanating from you and you will be fully responsible for all consequences of our acting upon such direction.

如贵方于任何时候希望我方以有关的电子服务、或通过电话、或两者兼有，与代表贵方行事的其它人士（“代理人”）进行交易，贵方则必须书面通知我方该代理人的姓名，我方将于客户向我方提交申请表的有限授权书后，与该代理人进行交易。贵方必须提交该有限授权书，以指定贵方代理人作为授权用户或代表贵方下达指示。我方可完全酌情权决定不与任何代理人进行交易。任何该指定代理人下达的指示均被视为客户下达的指示，我方根据该等指示行事所产生的一切后果由贵方负责。

7.2 We shall only accept instructions from your Attorney if they relate to entering into Transactions on your behalf. Instructions relating to money transfers must come from you.

如代理人代表贵方进行交易，我方只会接受贵方代理人所下交易指示。任何有关资金划转的指示则必须直接由贵方下达。

7.3 You, and not your Attorney, will be our client. When we assess the appropriateness of a Transaction in accordance with our obligations under the FCA Rules we shall, unless we agree otherwise in writing with you,

consider your knowledge and experience in relation to Transactions and not the knowledge and experience of your Attorney.

贵方而非贵方代理人为我方客户。当我方依据英国金融行为准则局规则，必须履行义务对交易的适合性进行评估时，除非我方与贵方书面同意，否则我方应考虑贵方而不是贵方代理人有关交易的相关知识和经验。

7.4 Your Attorney is not a party to these Terms and is not entitled to enforce or vary them.

贵方代理人并非本合约条款一方，并无权执行或更改本合约条款。

7.5 It is your responsibility to agree with your Attorney the terms upon which your Attorney will perform any services for you, such as the terms on which they will provide investment advisory services.

贵方应负责与其代理人，就其将为贵方执行任何服务所依据的合约条款达成协议，例如提供投资谘询服务的相关条款。

7.6 If you wish to revoke a power of attorney or grant a power of attorney to a different person, you must notify us in writing and provide us with a limited power of attorney in the name of the new Attorney. Changes to a power of attorney are only complete upon you receiving written confirmation from us.

如贵方希望撤回代理人的代理权，或将代理权授予另一代理人，贵方须书面通知我方，并以新代理人的名义向我方提供一份有限授权书。自贵方收到我方书面确认起表示已完成更改代理权。

## 8. Our Charges 我方收费

8.1 You shall pay to us the Charges set out in the Market Information Sheet or otherwise notified to you on an individual basis prior to the provision of the service to you. Please note that in addition to commissions and spreads, certain types of Transactions will be subject to a daily financing charge as disclosed in the Market Information Sheet.

贵方应向我方支付市场信息资讯列表中所列或其它由我方提前通知给贵方的各项服务收费。请注意，除了佣金和买卖价差之外，某些类型的交易将按照市场信息资讯列表中所披露的标准收取每日融资费用。

8.2 We may vary the Charges from time to time and will give you as much notice of any change as is reasonably necessary in the circumstances. However, no notice may be given by us when the change is to your advantage or the grounds for changes are due to external circumstances beyond our control. Such variations will take effect from the date specified in the notification.

我方可不时修改费用，并将在合理所需的情况下就任何变更向贵方发出通知。然而，当费用更改是对贵方有利，或该变更出于我方无法控制的外部环境条件，我方可毋需予以通知。该等变更将在通知指定的日期开始生效。

## 9 Introducing Agents 中介代理人

9.1 Where you have been referred to us by an Introducing Agent we shall not be responsible for any agreement made between you and your Introducing Agent.

如贵方是由中介代理人介绍予我方，我方对贵方与贵方的中介代理人之间达成的任何协议并不负责。

9.2 We may pay commissions and other charges to associates, Introducing Agents (on your behalf and with your consent) or other third parties. We will disclose the existence, nature and amount of such commissions to you. Where the amount cannot be ascertained at the outset, the method of calculating the amount will be disclosed to you prior to the provision of the dealing service. The actual amount paid will subsequently be disclosed to you in writing and at least annually.

我方可向合作方，中介代理人（获贵方同意且代表贵方）或其它第三方支付佣金或其它费用。我方将就支付佣金的客观存在事实，其性质和具体金额向贵方披露。如果期初无法确定金额，则我方在提供交易服务之前，将向贵方披露计算金额的方法。实际支付的金额将随后以书面形式向贵方披露，每年至少一次。

9.3 You acknowledge that any Introducing Agent shall not be authorised to make any representations concerning us or our services.

任何中介代理人均无权就我方或我方的服务作出任何陈述。

9.4 Please note that the Introducing Agent is not permitted to transmit or place any orders on your behalf. We will not be required to accept any such orders transmitted or placed by the Introducing Agent.

请注意，中介代理人不得以贵方的名义传送或下订单。我方将不采信中介代理传送或发出的任何这样的指示。

9.5 We understand that the Introducing Agent may provide you with certain on-going services and that we may pay an on-going fee to such Introducing Agents.

我方知晓，中介代理人可为贵方提供某些持续的增值服务，而我方可能会持续向该中介代理人支付报酬。

## 10 Margin arrangements 保证金安排

10.1 When we accept dealing instructions from you we will require you to place a deposit ( "Initial Margin" ) with us with respect to the positions to be opened on your account. We reserve the right to determine the amount of Initial Margin required and to vary such amount according to Applicable Regulations and market conditions without prior notice to you for the purpose of protecting ourselves against loss or risk of loss on Transactions executed by us upon your instructions.

当我方接受贵方的交易指示时，我方将要求贵方就贵方帐户进行的交易，向我方缴交一笔保证金（“初始保证金”）。为保障我方避免因按照贵方的指示执行交易而蒙受损失或损失风险，我方保留权利决定初始保证金金额而不必事先予以通知，并可依据适用法规与市场状况调整金额。

10.2 Unless otherwise agreed, Margin will be held in the Base Currency.

除非另有约定，否则保证金一律以基础货币支付。

10.3 Should the market price change from the time of the Transaction, or from the previous day's closing price in respect of open positions held before that time, then we reserve the right to call upon you and you agree to pay such additional Margin payment ( "Variation Margin" ) to us before close of business on the day of demand.

就之前一个交易日持有的未平仓合约而言，如市价与交易价格或前日平仓价格相比有所变动，则我方保留联络贵方的权利，而贵方同意于所需的营业日结束前向我方支付额外保证金（“变动保证金”）。

10.4 It is your responsibility to monitor your open positions and make Margin payments to us immediately upon Margin becoming due, whether or not a Margin call is made of you. We are not obliged to make Margin calls of you at all or within any specific time period.

贵方有责任追踪监控贵方的未平仓合约，并且不论是否接到追加保证金通知，都应在保证金余额开始不足之后立即向我方支付保证金。我方没有义务向贵方发出追加保证金通知，或通知贵方必须在任何特定期间内缴纳保证金。

10.5 You are also responsible for maintaining appropriate arrangements with us at all times for the communication of Margin calls.

贵方有责任就追加保证金通知与我方一直维持适当的通讯安排。

10.6 Until you have paid or discharged in full all monies and liabilities owed to us any monies from time to time outstanding to the credit of any of your accounts with us shall not be due and payable although we may in our absolute discretion make payments to you from such accounts. We shall be entitled at any time to retain or make deductions from credit balances which we owe to you and you consent to the money in your accounts being subject to a general lien in our favour in order to meet any liabilities which you may have incurred to us, for example:

直至贵方付清其应向我方支付的所有款项，并且还清其欠公司的债务之前，我方概不支付贵方在我方开立的任何帐户贷方余额的任何款项，虽然我方可依据绝对酌情权从该等帐户向贵方付款。我方有权于任何时候保留或扣除我方应向贵方支付的金额或贷方余额。贵方同意将贵方帐户内的资金一律抵押给我方，用以清偿贵方欠我方的债务，例如：

(a) sums to be paid in settlement of Transactions or Margin calls;

交易交割或追加保证金通知规定的总额；

(b) settlement of Charges or any liabilities or costs incurred when exercising our rights under any provision of these Terms;

支付我方依据本合约条款的任何规定行使权利而招致的费用或任何债务或费用；

(c) any interest payable to us.

应向我方支付的任何利息。

10.7 You undertake neither to create nor to have outstanding any security interest whatsoever, nor to agree to assign or transfer, any of the Margin transferred to us.

贵方承诺不会产生或带来任何抵押权益，亦不同意将任何保证金分配或转让给我方。

10.8 In relation to CFDs, the following Margin requirements shall be paid by you:

贵方应就价差合约交易支付下列保证金：



(a) you shall pay us the relevant Margin Percentage multiplied by the Contract Value on the first Business Day of the term of the CFD; and

贵方应于价差合约规定的第一个营业日，按合约条款价值乘以相关保证金百分比向我方支付相应保证金；

(b) on each Business Day during the term of the Transaction if the Contract Value is higher than the preceding Business Day's close of business Contract Value, you will pay to us the amount of such increase multiplied by the Margin Percentage.

如合约价值高于前一个营业日收盘时的合约价值，则贵方应于交易期间的每一个营业日按该增值金额乘以保证金百分比，向我方支付该追加保证金。

10.9 On each Business Day during the term of the Transaction, if the Contract Value is lower than the preceding Business Day's close of business Contract Value, then we will pay to you the amount of such decrease multiplied by the Margin Percentage.

如合约价值低于前一个营业日收盘时的合约价值，则我方应于交易期间的每一个营业日，按该减值金额乘以保证金百分比向贵方退还保证金。

10.10 We will notify you from time to time of such rates of interest payable by you. Interest payable by you may include a long CFD funding charge or you may receive a short CFD interest rebate. Long CFD funding/short CFD interest rebate shall accrue per annum and shall be payable daily by the party liable to make the payments.

我方将不时通知贵方该等贵方应付利息。贵方支付的利息可能包括一笔多头价差合约融资费用，或者贵方会可能收到一笔空头价差合约利息退款。多头价差合约融资费用/空头价差合约利息退款应按年率核计，并由负责付款一方每日支付。

10.11 It is our policy not to pay interest to you in respect of unutilised balances on your account or Margin held by us or any broker in relation to you except to the extent that we shall have separately agreed to do so.

依据我方政策，对于贵方帐户上尚未使用的余额或我方或任何经纪人代贵方保管的保证金均不向贵方支付利息，我方与贵方另行约定除外。

10.12 It is City Credit Capital's policy to credit accounts to a zero balance when debit balances occur as a result of trading.

City Credit Capital 有规定，当客户由于交易产生负债时，客户账户将清零。

## 11. Client money 客户资金

11.1. Where you transfer money to us relating to Transactions we will treat this as client money within the meaning of the Client Money Rules, and we will hold Your Money in our bank account which is established to receive and keep separate client funds. Because the Client Money Rules apply, Your Money will be separated from our money and assets in the event of our insolvency.

当贵方转账涉及交易的资金，我方将根据客户资金规定的定义把该笔资金视作客户资金，并存放在一个为收取及保存客户资金而开立的银行账户。按照客户资金规定，如果发生公司无力偿债情况，贵方的资金将会与我方的资金和资产分开处理。



11.2 We may hold Your Money on your behalf outside the European Economic Area ( “EEA” ). Your Money will be segregated, and held in an account or accounts identified separately, from any account in which our money or assets is held. The legal and regulatory rules applying to any bank or third party located outside of the EEA will be different from that of the United Kingdom. In the event of the insolvency or any other equivalent failure of that bank or third party. Your Money may not be as effectively protected as money held with an equivalent bank or third party in the United Kingdom.

我方可在欧洲经济区 (EEA) 以外的国家代贵方保管资金。客户资金将被隔离存放，且存放的银行账户被独立识别，完全与我方资金和资产隔离。在欧洲经济区以外的区域里，任何适用于任何该等银行或第三方的法律和规范体制将与英国的法律和规范体制有所不同。如有任何与该银行或第三方的破产或类似停业发生时，对贵方资金的处置方法将有别于适用于英国境内银行或第三方的帐户资金处置方法。

11.3 We may deposit Your Money with an exchange, a clearing house or an intermediate broker (each a ‘Third Party’ ) for the purpose of a Transaction for you through or with that person or to meet your obligation to provide collateral for a Transaction; the Third Party may have a security interest, lien or right of set-off in relation to that money.

我方可将贵方的资金存入一家交易所、结算所或中介经纪商(各自为「第三方」)，作为透过或与该人士为贵方进行交易或为贵方履行提供交易抵押的责任；该第三方可拥有与该笔资金相关的担保权益、留置权或抵消权。

11.4 We shall not pay interest nor account to you for profits earned on Your Money.

我方不向贵方的资金或贵方帐户所得利润支付利息。

11.5 You agree that we may cease to treat Your Money as client money if there has been no movement on your balance for six years. We shall write to you at your last known email and physical address informing you of our intention of no longer treating Your Money as client money and giving you 28 days to make a claim. If we do not receive a response to our initial letter then we will again write/email to you giving you a further 28 days in which to make a claim. Should we still not hear from you then we may stop treating your money as client money in accordance with the FCA’s Client Money Rules and in accordance with our internal policy.

贵方同意，若贵方账户余额在六年内无任何变动，我方可能会停止将贵方的资金当作客户资金对待。我方将依据贵方提供的最近一次的登记电子邮件和通讯地址同时致信给贵方，通知贵方关于我方计划不再将贵方资金当作客户资金，并给贵方 28 天的时间提出申诉意见。如果我方没有收到对我方最初的信件回复，那么我方将再次给贵方致信/发送电子邮件，再给贵方 28 天的时间来提出意见。如果我方仍未收到贵方回复，则我方可根据 FCA 的客户资金规则和我方的内部政策，停止将贵方的资金作为客户资金处理。

11.6 We may transfer Your Money to another legal entity (including any of our group companies) where we transfer all or part of our business to that entity and Your Money relates to the business transferred. Where we transfer Your Money to another legal entity under this clause we shall require that Your Money will be held by that entity for you in accordance with the Client Money Rules.

我方可能会将贵方资金转移到另一个法律实体 (包括我方集团内的任一公司)，我方可将全部或部分业务转移给该实体，而贵方的资金与所转移的业务有关。若我方根据本条款将贵方的资金转移到另一个法律实体，我方将会要求该实体仍将贵方资金根据客户资金规则代贵方持有。

12. Instructions, Security Information and other operational issues 指示、安全信息与其它操作问题

12.1 We may from time to time notify you of the security procedures in relation to the Electronic Services. You agree to follow the security procedures which have been notified to you. For these purposes, we may from time to time issue you and/or Authorised Users with Security Information. Separate Security Information shall be provided by us to any Attorney and you shall not disclose your Security Information to any such Attorney.

我方可随时通知贵方有关电子服务的安全程序，贵方同意遵守已通知贵方的安全程序；为此，我方可随时向贵方和/或授权用户发布安全信息。贵方同意提供我方要求的授权用户详细信息，我方会向任何代理人另行提供独立的安全信息，而贵方不得将其安全信息披露予任何该等代理人。

12.2 We may rely on all instructions, orders and other communications from you or your Authorised User quoting the Security Information and you will be bound by any Transaction entered into in reliance upon such instructions, orders and other communications and you will be liable for any resulting cost incurred for your account. We shall not be liable for any misappropriation or misuse of your or any Authorised User's Security Information.

我方可根据贵方或贵方授权用户提供的安全信息指示、订单及其它通信行事。贵方将受任何根据该等指示、订单与其它通信达成的交易约束，而贵方帐户招致的任何费用概由贵方负责。对于贵方或任何授权用户对安全信息的盗用或滥用，我方概不负责。

12.3 You will ensure that any Security Information issued by us will only be used by you and/or Authorised Users and will not be disclosed to other third parties. You agree to put in place and maintain appropriate security arrangements for this purpose including, without limitation, the prohibition of sharing of Security Information or the leaving unattended of any terminal which is logged on to the Trading Platform.

贵方应确保我方所发布的任何安全信息仅供贵方以及/或授权用户使用，并不得将其披露予其它第三方。为此，贵方同意实施并维持适当的保安措施，包括但不限于，禁止分享安全信息或离开已登录交易平台的终端设备。

12.4 You undertake to:

贵方承诺：

(a) keep Security Information confidential and to institute security measures which are designed to keep the Security Information confidential;

保护信息的保密性，并为此采取恰当的保安措施；

(b) notify us immediately by telephone and to confirm in writing immediately thereafter, if you suspect or become aware of the loss, theft or unauthorised use of Security Information; and

如贵方对安全信息遗失，失窃或未经授权使用有所怀疑或察觉，应立即电话通知我方，并随后立即发出书面确认；

(c) procure that all Authorised Users comply with the above provisions of this clause 12.4.

责成所有授权用户遵守本合约条款 12.4 的规定。

12.5 If for any reason you suspect that your Security Information has been learnt or may be misused by any person then you must notify us immediately.

如贵方出于任何原因怀疑贵方的安全信息已为人所知或可能遭人滥用，应立即通知我方。

12.6 You agree that neither you nor the Authorised Users or any other personnel will attempt to gain access to our computer systems or to any data contained within those systems for any purposes or by any means except as expressly authorised under these Terms.

贵方同意除本合约条款明确授权外，贵方或授权用户或其它任何人员一律不得以任何目的或任何方法，企图进入我方电脑系统或获取任何该系统中的数据。

## 12.7 Operational Issues

### 操作问题

(a) You undertake to notify Customer Service promptly, by telephone at +44 (0) 20 7614 4600 or via email at customerservice@cccapiital.co.uk, of any:

若发生下列情况，贵方承诺会立即通过电话 +44 (0) 20 7614 4600 或发送电邮至 customerservice@cccapiital.co.uk 通知客户服务部：

(i) failure to receive a trade confirmation that an order initiated by you or an Authorised User through the trading platform has been received and or executed;

由贵方或授权用户通过交易平台下达的订单已被接纳以及/或执行，但仍未收到交易确认；

(ii) failure to receive or inability to access confirmations or statements where such are made available by the trading platform;

仍未收到或无法获取由交易平台提供的确认或报表；

(iii) receipt of confirmation of an order which you or an Authorised User did not place; or

收到贵方或授权用户未下达订单的确认；以及

(iv) Authorised User to whom Security Information has been issued ceasing to have your authority to trade for your account.

以收到安全信息的授权用户已被终止授权代表贵方进行交易。

(b) You undertake to carry out virus checks on a regular basis and in addition you will be responsible for the installation and proper use of any virus detection/scanning programme that we may require from time to time.

贵方承诺定期进行病毒检查；除此之外，贵方应负责安装并正确使用我方所要求的任何防毒/扫毒程序。

12.8 It will be necessary for you to enter your existing Security Information in order to have it reset. If you have lost or forgotten your Security Information, you must provide us with such evidence of your identity as we may require in order for your Security Information to be reset.

贵方必需先输入贵方现行的安全信息方可进行重新设定。如贵方遗失或忘记安全信息，则必须向我方提供贵方的身份证明，方可重新设定安全信息。

12.9 Instructions to execute transactions on our platform are irrevocable and are subject to our risk management procedures. We shall have no responsibility for any orders which were entered into by you or your Authorised Users in error and notwithstanding such error we shall be entitled to process them accordingly. We may at our absolute discretion refuse any dealing instructions given by you or an Authorised User through our platform without giving any reason or being liable for any resulting loss. In the event of rejection by us on this basis we

will use all reasonable efforts to inform you of this as soon as is reasonably practicable. All such instructions will be recorded electronically.

以电子方式下达的交易执行指示不可撤销，并须依据我方风险管理程序进行。对于贵方或贵方授权用户错误下达的订单，我方概不负责；但即使存在错误，我方仍有权按该指示行事。我方依据绝对酌情权可拒绝贵方或授权用户以电子方式下达任何交易指示，而不必做出任何解释或对由此产生的任何损失负责。如我方在此基础上拒绝任何交易指示，我方将会尽量及尽快通知贵方。所有该等指示将会以电子方式记录。

### 13 Confirmations and statements 确认书及报表

13.1 A confirmation of a Transaction shall be posted on our Trading Platform upon execution of the Transaction. The confirmations shall only be accessible by Authorised Users and us.

交易执行确认书应在我方交易平台上公布。确认书仅限授权用户与我方查阅。

13.2 We may send you by Electronic Means any statements or other materials associated with your use of Electronic Services. The transmission of statements and other materials by Electronic Means is not safe from corruption in transit. We accept no responsibility for defects in information received by you in using our trading platform, or for the failure of any such information to reach you, nor for the consequences of such defect or failure, where this is for reasons beyond our control.

我方可通过电子方式将贵方使用电子服务的相关报表或其它相关资料传送给贵方。以电子方式传送报表或其它资料，并无法保证不受损坏。对于贵方通过我方交易平台收到的信息出错，或任何该等信息未能送达贵方以及由此产生超出我方合理控制范围的后果，我方概不负责。

13.3 In the event that there is a systems failure (whether such failure arises as a result of a fault with our system, your system or with the server):

如系统出现故障（不论是因公司系统故障、贵方系统故障或服务器故障而引起）：

(a) you may not receive communications sent by our trading platform or they may be delayed, and we may not be aware of this. Notwithstanding the foregoing, any such communication will be conclusive and binding on you if you do not notify us within two Business Days of your non-receipt; and

贵方无法接获或延期接获我方通过交易平台发送的通信，我方可能并不察觉。如贵方未能在两个营业日内通知我方，该通信将不可推翻，并对贵方具有约束力；以及

(b) we may be unable to communicate with you by email. In such circumstances, we reserve the right to communicate with you by facsimile or telephone.

我方可能无法通过电子方式与贵方进行通信。在此情况下，我方保留通过传真或电话方式与贵方进行通讯的权利。

13.4 Daily and monthly statements will also be posted on our Trading Platform.

每日和每月报表将会上传至我方的交易平台。

13.5 Unless you notify us of any error or omission within two Business Days of the sending by email or other form of any confirmation, statement or other document by us to you, you shall be deemed to have ratified and accepted the contents of such communication. Such confirmation, statement or other document will be

deemed to be an accurate reflection of the Transaction and acceptance by you in full of its terms and will be binding on you.

除非贵方在我方以电子方式或其它方式向贵方发出任何确认书、报表或其它文件之后两个营业日内通知我方任何错误或遗漏，否则贵方应被视为已经认可和接受该等通信内容；该等确认书、报表或其它文件即被视为正确反映该交易，其所有项目均被贵方接受且对贵方具有约束力。

13.6 If a dispute arises between you and us relating to the existence or terms of any Transaction (a “Disputed Transaction”), we may at any time without prior notice to or any further authority from you take whatever action that we consider appropriate in relation to the Disputed Transaction. We will notify you (orally or in writing) as soon as is practically possible of any action we have taken but any failure by us to give such notice will not prejudice the validity of such action.

如贵方和我方对于两者之间因现存交易或任何交易项目产生争议（“争议性交易”），则我方于任何时候可不必事先通知贵方或获得贵方进一步许可，自行采取我方认为关于该争议性交易的任何适当行动。我方一旦采取任何实际行动，将尽快通知（口头或书面）贵方；但若我方未对贵方发出该等通知，亦不影响该等行动的效力。

13.7 We may at any time, whether or not we provide you with notice of the same, cease to send you all or any communications under these Terms by Electronic Means and make such communications to you by post or fax.

无论我方是否已通知贵方，我方可在任何时候停止以电子方式向贵方发送根据本合约条款规定的所有或任何通讯，而改用邮寄或传真方式发送该等通讯。

13.8 We will notify you if the initial notional value of any Transaction placed to create an open position depreciates by more than 10% and thereafter at multiples of 10%. We will make such notification on an instrument-by-instrument basis at the end of each Business Day in which the threshold is exceeded or, in a case where the threshold is exceeded on a non-Business Day, the close of the next Business day. We will send the notification by email or will make it available to you through the Trading Platform.

我方将通知贵方有关任何贵方创建的未平仓头寸的交易的初始名义合同价值贬值超过 10%，以及其后的达到 10% 的整数倍。我方将在每个工作日结束时逐笔通知该类交易变动达到警示阈值，如在非营业日超过阈值的情况下，则将在下一个工作日结束时，我方将通过电子邮件发送该警示通知，或通过交易平台向贵方提供通知。

## 14 Telephone dealing 电话交易

14.1 The provisions of this clause 14 set out the basis on which we will provide you with the facility to enter into Transactions and to access Financial Market Information via telephone. We will accept orders or allow you to access Financial Market Information by telephone only when the Trading Platform is unavailable.

本 14 条款制定了我方将通过电话为贵方提供交易执行与获取金融市场信息的基准。只有在交易平台无法使用时，我方才接受或允许贵方通过电话下单或获取金融市场信息。

14.2 When this clause 14 applies, you may give us instructions by telephone. We shall not be obliged to confirm such instructions.

当应用第 14 条款时，贵方可以通过电话向我方下达指示。我方并无确认贵方该等指示的义务。



14.3 When you give us instructions by telephone, you will be required to provide your Security Information for identity verification and security purposes. You shall keep safe and confidential all Security Information relating to your account and you shall not disclose such information to anyone. Accordingly, if you are aware or suspect that any Security Information is no longer confidential you must inform us immediately.

当贵方通过电话向我方下达指示时，基于身份确认和安全的目，我方要求贵方必须提供安全信息。贵方应确保有关贵方帐户的所有安全信息获妥善保管和保密，且不得泄露予任何人。因此，如贵方获悉或任何安全信息已被泄露，贵方必须立即通知我方。

14.4 In the case of companies or other organisations, you may from time to time advise us of the identity of any employees authorised to give notices and communications to us on your behalf in accordance with and for the purposes of these Terms. Any such notice shall be in writing and shall set out the names and specimen signatures of the employees so authorised. Any such authority may be revoked by notice in writing. Such revocation shall only be effective upon written confirmation by us of our receipt of such notice. We shall not be bound by any such variation and/or revocation until written notice is actually received by us.

对于公司或其它机构，贵方可随时就任何依据或基于本合同条款获授权代表贵方下达通知或与我方联系的任何雇员身份通知我方。任何上述通知均必须为书面文件，并附上获授权雇员的姓名及签字式样。任何上述授权均可透过书面通知撤销。在我方收到通知并作出书面确认后，该撤销方可生效。除非我方确实收到书面通知，否则我方不受任何变更以及/或撤销的约束。

14.5 We shall be entitled to act upon the instructions of any Attorney or any person authorised under the provisions of clause 14.4 or instructions given by such a person quoting the Security Information relating to you. You will be bound by any agreement entered into by us on your behalf in reliance on such instructions.

我方有权按照第 14.4 条款规定的任何代理人或任何获授权人士、或提供贵方安全信息的人士发出的指令行事。贵方将受我方依该等指令代表贵方订立的任何协议约束。

14.6 We may require confirmation from you of any order or instruction if:

如果出现以下情况，我方可要求贵方确认任何订单或指示：

(a) we consider that such confirmation is desirable or that an order or instruction is ambiguous; or

我方认为有必要确认的指令，或某个指令或指示引起歧义；或

(b) the instruction is to close your account.

关闭贵方帐户的指示。

14.7 We will provide a confirmation of the details of a Transaction by Electronic Means upon execution of the Transaction.

在执行交易后，我方将通过电子方式确认交易详情。

14.8 We will record all telephone and electronic communications that result or may result in the placing and/or conclusion of a Transaction. A copy of such telephone or electronic communications will be available to you on request.

我们将备份所有导致或可能导致交易订单的指示和/或交易结果所涉及的所有电话和电子通讯记录。此类电话或电子通讯的副本在贵方要求时可以提供给贵方。



## 15 Transactions relating to CFDs 价差合约交易

15.1 The provisions of this clause shall apply to all Transactions in CFDs.

本条款的规定适用于所有价差合约交易。

15.2 We will open and close a CFD under the terms of this clause 15 on any Business Day within the market hours of the Exchange if relevant. On any Business Day when you wish to enter into a CFD, you will notify us (by Electronic Means or otherwise) of that fact, specifying the name of the Underlying Product and the Contract Quantity.

我方将根据本条款 15 在任何营业日内的市场交易时间内订立和结清价差合约。贵方如果希望在任何营业日内进行一笔价差合约交易，贵方应将实情通知我方（通过电子方式或其它方式），并详细说明标的产品名称及合约数量。

15.3 We will be entitled at our discretion to accept or reject any Underlying Product as the basis for any Transaction. If we accept the Underlying Product then we will notify you of the Opening Price. You will be entitled to accept or reject the Opening Price and subject to clause 15.4, acceptance by you will give rise to a binding Transaction between you and us and which shall be subject to the provisions of these Terms.

我方有权自行酌情决定接受或拒绝任何标的产品作为任何交易的依据。如我方接受该标的产品，则会向贵方通知该开盘价。贵方有权接受或拒绝该开盘价，并且根据条款 15.4，贵方一旦接受开盘价，即构成贵方与我方之间具有约束力的交易，并且受本合约条款约束。

15.4 We shall open a CFD subject to you having available and sufficient free equity in your account

我方应依据贵方帐户上有可用及足够的自由资产净值的规定建立价差合约。

15.5 A Transaction shall be deemed executed at the Opening Price at the time Confirmation is provided by us through either Electronic Means or orally in the case of telephone trading.

我方一旦通过电子方式或在电话交易中口头确认一笔交易，交易应被视为已按开盘价执行。

15.6 You acknowledge and agree that:

贵方确认并同意：

(a) the purpose of each CFD is to secure a profit or avoid a loss by reference to fluctuations in the price of the Underlying Product and it is not intended that such profit is to be obtained or loss avoided by taking delivery of any Underlying Product; and

每一价差合约旨在根据标的产品的价格波动确保利润或避免损失，而非通过任何标的产品的提货而获得该利润或避免该损失；且

(b) each Transaction shall not confer on you any right, title or interest in any Underlying Product or entitle or oblige you to acquire, receive, hold, deliver or dispose of any Underlying Product. For the avoidance of doubt, all Transactions relating to CFDs shall be cash settled.

任何交易均未就标的产品赋予贵方任何权利、所有权或利益，亦不因此赋予或责成贵方获取、接收、持有、交割或处理任何标的产品的权利或义务。为免生疑问，所有价差合约相关交易须以现金结算。

## 16 Payments for differences 价差支付

**16.1** Commencing on the first Business Day after we have entered into the CFD, and on each Business Day thereafter during the term of the

CFD, CCC will be responsible for determining the Contract Value of the CFD.

从我方建立价差合约后的第一个营业日开始之后，并在随后的价差合约有效期间的每一个营业日以后，CCC 将负责确定价差合约的价值。

**16.2** If, on any Business Day during the term of the CFD, the current Contract Value is higher than the close of business Contract Value of

the preceding Business Day, then the Short Party shall be liable to pay to the Long Party such difference.

如价差合约有效期内任一营业日当日的合约价值高于前一营业日收盘时的合约价值，空头方向多头方支付该差额。

**16.3** If, on any Business Day during the term of the CFD, the current Contract Value is lower than the close of business Contract Value of

the preceding Business Day, then the Long Party shall be liable to pay to the Short Party such difference.

如果价差合约有效期内任一营业日当日的合约价值低于前一营业日的收盘的合约价值，多头方向空头方支付该差额。

**16.4** All payments to be made in respect of any Transaction shall be made in accordance with the account details specified in the relevant

confirmation or as otherwise agreed between you and us.

任何交易相关的所有款项，应根据相关确认书中指定的帐户详情或我方与贵方之间另行协定的方式支付。

## 17 Dividend 股利

**17.1** In the case of an underlying reference Security which pays a dividend, where you are the Buyer you will be paid the net percentage of the synthetic value of the gross dividend attributable to the underlying product on the ex-dividend date. For the avoidance of doubt, the “net percentage of the synthetic value of the gross dividend” shall reflect the percentage of withholding or deduction of taxes at source by or on behalf of any applicable authority.

在相关基础证券支付股利的情况下，如贵方是买方，则可在除息日收取相关标的产品总股利毛股利综合净值百分比。为免疑义，“毛股利净值百分比”应表示或代表任何适用机关扣缴或扣除源课税的金额后之百分比。

**17.2** In the case of an underlying reference Security which pays a dividend, where you are the Seller you will be charged the synthetic value of the gross dividend attributable to the underlying product on the ex-dividend date. For the avoidance of doubt, the ‘gross dividend’ shall represent a sum before withholding or deduction of taxes at source by or on behalf of any applicable authority.

在相关基础证券支付股利的情况下，如贵方是卖方，则在除息日支付标的产品毛股利综合值。为免生疑问，“毛股利”应表示或代表任何适用机关扣缴或扣除源课税之前的总值。

**17.3** In the event that we determine, at our sole discretion, that there has been any change in the interpretation or application by any court, governmental or other authority of any applicable law or regulation which has the effect of reducing or increasing the amount of the ordinary cash dividend per Security payable to

a UK tax-resident holder of the Security, we will vary the synthetic value of the dividend amount with immediate effect by notice in writing to you.

如果我方依酌情权单方面确定任何法庭、政府或机关对任何影响应付予英国国内证券持有者的每股证券正常现金股利金额减少或增加的任何适用法律或法规的释义或应用已变更,我方将向贵方发出变更股利金额比照值书面通知,并即时生效。

## 18 Closing a Transaction 平仓交易

**18.1** Before the close of business on any Business Day, you may give us a Closing Notice to close any CFD (whether in whole or in part) specifying the relevant Transaction, the Underlying Product and the proportion of such CFD that you wish to close.

在任何营业日结束前,贵方可向我方发出价差合约平仓通知(不论是部分或全部平仓),明确注明有关的价差合约、标的产品及贵方希望的平仓比例。

**18.2** Any amounts payable by you to us or vice versa will be reflected in your account balance immediately.

贵方与我方之间的任何应付金额将会立即显示在贵方的帐户余额。

**18.3** At any time in relation to a Transaction, we may at our sole discretion give you a Closing Notice specifying a Closing Date and a Closing Price. A Closing Notice which is served by us shall take effect:

在相关交易的任何时间,我方可依酌情权单方面给予贵方注明平仓日期及收盘价格的平仓通知。我方发出的平仓通知在以下情况下生效:

(a) immediately upon expiry of the Underlying Product; or

在标的产品期满时立即生效;或

(b) the Closing Date will take immediate effect where due to the adoption of or any change in any Applicable Regulation (including without any limitation, any tax law) or due to the promulgation of or any change in the interpretation by any court, tribunal or regulatory authority with competent jurisdiction of any Applicable Regulation.

如因遵循或更改任何适用法规(包括但不限于任何税法),或因任何具有有效管辖权的法庭、审判或监管机关对任何适用法规的颁布或释义的变更时,平仓日将立即生效。

## 19 Reference Price correction 参考价格修正

In the event that any price published on the Exchange or by the sponsor of the Index and which is utilised for any calculation is subsequently corrected and the correction is published by the Exchange or the sponsor of the Index within thirty Business Days of the previously published price or level, we may within thirty Business Days after publication of that correction notify you of the correction and of the amount payable by you as a result of that correction. You shall then pay to us within thirty Business Days after such notice, that amount together with interest on that amount at a rate per annum equal to the cost to us of funding that amount for the period from and including the day on which a payment originally was (or was not) made, to but excluding the day of payment of the refund or payment resulting from that correction.

如果交易所或指数发布机构公布用于任何计算的指数随后被修正,且交易所或指数发布机构在上次公布价格或价位后30个营业日内公布该修正,我方可在该修正公布后30个营业日内,向贵方通知该修正及贵方因而应支付的金额。贵方则应在收到通知后30个营业日内,向我方支

付该等金额及其利息，其年利率等于我方在包括原支付（或未支付）日开始的期间内，我方对该笔款项进行融资的成本，但不包括退款或因修正而产生的付款日期。

## 20 Adjustments and modifications 调整与修订

20.1 If any Security becomes subject to adjustment as the result of any of the events set out in clause 20.2 below, we will determine the

appropriate adjustment, if any, to be made to the Contract Value of the underlying product to account for the diluting or concentrating

effect necessary to preserve the economic equivalent of the rights and obligations of the parties.

如根据以下条款 20.2 规定需要对任何证券进行调整，将由我方决定适当的调整。如有任何调整，我方将对标的产品合约价值作出适当调整，以说明摊簿或聚集效应足以保持双方经济上相等的权利和义务。

20.2 The events to which clause 20.1 refers are the declaration by the issuer of the Security of any of the following:

条款 20.1 所指的情况为证券发行者对以下任何事件发出的声明：

- (a) a subdivision, consolidation or reclassification of relevant Security, or a free distribution or dividend of any such Security to existing holders by way of bonus or capitalisation or similar issue; 通过派发红利或资本化发行或类似的发行方式将相关证券细分、合并或重新分类，或向任何此类证券的既有持股人免费分配该证券或证券股利；
- (b) a distribution, issue or dividend to existing holders of the underlying product of (i) such Securities, or (ii) other share capital or securities granting the right to payment of dividends to holders of such Securities, or (iii) share capital or other securities of another issuer acquired or owned as a result of a spin-off or (iv) any other type of securities, or other assets, for payment at less than the prevailing market price as determined by us; 以配股、发行或股利的方式，向标的产品的既有持有人发行(i)该证券；或(ii)赋予该证券持有人获得股利的其它股本或证券；或(iii)另一发行者由于分拆上市而获得或持有的股本或其它证券或(iv)其它由我方决定以低于市场的价格支付的任何类型的证券或其它资产；
- (c) an extraordinary dividend; 特别股利；
- (d) a repurchase by the issuer or any of its subsidiaries of relevant Securities; or 由发行者或其任何子公司回购相关证券；或
- (e) with respect to the issuer an event that results in any shareholder rights pursuant to a shareholder rights agreement or arrangement being distributed or becoming separated from Securities of common stock or other securities of the capital stock of the issuer.

依据股东权益协议或安排，发行者致使任何股东的权益被分配或与发行者股本的普通股本证券或其它证券相分离。

20.3 Notice of any adjustment or amendment under this clause 20 shall be given to you as soon as reasonably practicable after the determination of the adjustment or amendment and shall be conclusive and binding on you in the absence of manifest error.

在调整或更改确定后，依据本 20 条款规定，我方应在合理地切实可行的范围内尽快向贵方发出任何调整或修正通知，并在没有明显错误的情况下

不可推翻及对贵方具有约束力。

## 21 Representations 申述

21.1 You confirm that we shall have authority to take such action as we reasonably consider to be necessary under these Terms and all such action will be undertaken by us as your agent and you agree to ratify and confirm everything properly done by us in the proper performance in good faith of our duties under these Terms.

贵方确认，我方依据本合约条款有权采取我方认为有合理必要的行动，而该等行动全权由我方依据本合约条款本着诚信原则履行职责妥善进行，且贵方及贵方的代理人同意、认可和确认我方的一切行动。

21.2 You represent to us that, at the date of these Terms and at the time of each Transaction that:

贵方向我方声明，于合约条款签订之日及每次交易时：

(a) you have full power and authority and have taken all necessary steps to enable you to lawfully enter into and to perform all your obligations under these Terms;

贵方可全权采取所有必要措施，以便合法地从事并履行贵方根据本合约条款的所有义务；

(b) you deal as principal only and no person other than yourself has or will have any interest in any Transaction or in any account that we hold on your behalf;

贵方是交易的主事方，且除贵方外，并无任何人士拥有或将拥有我方代表贵方进行的任何交易或任何帐户的利益；

(c) all sums or other assets deposited by way of Margin for your obligations under these Terms are beneficially owned by you and you will not create any charge or other encumbrance over or in respect of such money or assets;

依据条款，贵方为履行义务而以保证金形式存入的所有款项或其它资产，均归贵方所有，贵方将不就该笔款项或资产进行收费或设置其它产权负担；

(d) you will provide to us, on request, such information regarding your identity as we may reasonably require to comply with anti-money laundering regulations;

贵方将于我方合理要求下提供有关贵方的身份信息，包括我方为遵守反洗钱法规而合理地要求的任何信息；

(e) no Event of Default or potential Event of Default as specified in clause 24 has occurred and is continuing with respect to you; and

贵方没有发生并持续发生第 24 条款所述的违约事件或潜在违约事件；且

(f) all information you have given to us is true and accurate in all material respects as of the date of these Terms and any changes to the information will be promptly notified by you to us and you will not omit or withhold any information which would render the information so supplied false or inaccurate in any material respect.

在签订本合约条款时，贵方向我方提供的所有信息均真确无误。如有任何信息变更，贵方将立即通知我方，且贵方不会遗漏或隐瞒任何信息，令致所提交信息的任何要项上产生虚假或不准确的信息。



## 22 Market abuse 市场操控

22.1 We may from time to time limit our liability to you by opening analogous individual positions (whether shares or other instruments) with other institutions which may exert a distorting influence on the Underlying Market. This creates a possibility of market abuse. The purpose of the following clause 22.2 is to prevent such abuse.

我方可随时与其它可能对相关基础市场造成不正影响的机构建立类似个别头寸(不论是股票或其它金融工具)以限制我方对贵方的责任,这可能会造成市场操控。以下 22.2 条款旨在防止此类操控。

22.2 You represent, warrant and undertake that:

贵方表示、保证并承诺:

(a) you will not open, and have not opened, any CFDs with us relating to a particular share, if to do so would result in you, or others with whom you are acting in concert, having an exposure to that share which is equal to or exceeds the amount of a Declarable Interest in the relevant company unless you, or others with whom you are acting in concert, make the required declarations and notify us about your Declarable Interest immediately;

贵方将不会且未曾与我方建立有关某一特定股的任何价差合约,若贵方这样做,将可导致贵方或与贵方一致行动的其它人士因持有相关公司的股份相同或超过应申报权益的数量而承担风险,除非贵方或与贵方一致行动的其它人士根据按规定申报,并将贵方的申报利益事件立即通知我方;

(b) you will notify us and keep us updated at all times of your aggregate Declarable Interests;

贵方将通知我方并不时持续更新应申报权益的总额;

(c) you will not open, and have not opened, any CFDs with us in connection with:

贵方将不会且未曾因下列相关事件与我方建立价差合约:

(i) a placing, issue, distribution or other analogous event; or

出售、发行、分配或其它类似事件;或

(ii) an offer, take-over, merger or other analogous event in which you are involved or otherwise interested; and

贵方参与或有利害关系的报价、接管、合并或其它类似事件;及

(d) you will not open, and have not opened, any CFDs that contravene any primary or secondary legislation or other law against insider trading. You agree that we may proceed on the basis that when you open or close a CFD with us on a share price, you may be treated as trading in securities within the meaning of Part V of the Criminal Justice Act 1993, the Market Abuse Regulation (Regulation (EU) No 596/2014) and/or FSMA.

贵方将不会且未曾建立任何违反任何一级或二级立法或其它反内部交易法的价差合约。贵方同意,当贵方就某一股票价格与我方签订或结算价差合约,我方可基于程序处理,贵方可能被视为进行《1993年刑事司法法》第五部分及市场滥用法规(欧盟)596/2014)和/或金融服务和市场法涵义范围内的证券交易。

22.3 If you open any CFD in breach of the representations, warranties or undertakings given in these Terms, or we have grounds to believe that you have done so, we--- may in our absolute discretion and without



being under any obligation to inform you of our reason for doing so, close that CFD and any other CFDs that you may have open at the time. We may also:

如贵方违反申述、担保或承诺而签订任何价差合约，或我方有理由相信贵方有如此行为，我方可依绝对酌情权单方面且并无义务通知贵方的情况下，终止该价差合约及贵方当时签订的任何其它价差合约。同时，我方可：

(a) enforce the CFD or CFDs against you if it is a CFD or CFDs under which you have lost money; and

执行与贵方相违背的价差合约，且如果该价差合约令贵方造成亏损；以及

(b) treat all your closed CFDs as void if they are CFDs under which you have made money, unless and until you produce, within three months of our request, conclusive evidence that you in fact have not committed any breach of warranty, representation or undertaking.

如该价差合约令贵方获利，除非直至贵方在我方要求的 3 个月内提供确证，证实贵方事实上并未做出任何违背担保、申述或承诺的行为，贵方所有已结算的价差合约视为无效。

**22.4** You acknowledge that we shall not transfer voting rights relating to an underlying share to you or otherwise allow you to influence the exercise of voting rights held by us or on our behalf.

贵方确认，我方不会将有关标的的股票投票权转让给贵方，或未准予贵方干涉我方或代表我方行使的投票权。

**22.5** You undertake that you will not enter into any CFDs with us in connection with any corporate finance style activity.

贵方保证，贵方将不与我方订立任何与公司金融类活动相关的价差合约。

**22.6** We are entitled to report to any relevant regulatory authority any CFD or other transaction undertaken by you which may constitute a breach by you of these Terms, Applicable Regulations or any law.

我方有权向任何相关监管机构汇报贵方进行任何可能违反本合同条款、适用法规或任何法律的价差合约或其它交易。

**22.7** The exercise by us of any of our rights under this clause 22 in respect of any CFD shall not affect any of our other rights whether in respect of that CFD or any other CFD.

我方根据条款 22 行使任何有关价差合约的权利，不应影响我方不论是关于该价差合约或其它价差合约的其它权利。

**22.8** You will not place and have not placed an order with us that contravenes any law, rule or Applicable Regulations against insider

dealing or market abuse.

贵方不可违反任何法律，规则或有关内幕交易或市场滥用的适用规定与我方下达交易指令及执行订单。

**23** Settlement, liquidation and automatic rollover 冲销、清算及自动转仓

**23.1** In respect of open Transactions, you will promptly take all actions necessary either:

就任何未平仓交易，贵方将即时采取所有必要行动：

(a) to close out or otherwise liquidate such Transactions by giving proper instructions in good time to enable us to carry out those instructions; or

适时向我方下达适当的指示抛售或清算该等交易；或

(b) to enable us to effect due settlement in accordance with the requirements of the Transaction, the Applicable Regulations and any relevant Exchange.

使我方能够按照交易规定、适用法规及任何交易所相关要求来进行到期结算。

**23.2** Except as otherwise provided in these Terms, or in the Trading Procedures unless you provide us with instructions to liquidate an open Transaction in your account, that position will be automatically rolled-over as an open position in the account to the next Business Day.

除本合同条款或交易程序另行规定外,除非贵方下达指示要求我方清算贵方帐户上的未平仓交易,否则该头寸将视为帐户上的未平仓合约,自动转仓至下一个营业日。

**24** Payments and default interest 付款及违约利息

**24.1** You acknowledge that we do not allow delivery of any Underlying Products but will effectively net off with a contract of the equal and opposite amount or rolled-over on a daily basis to the next value date.

贵方确认,我方不准许交割任何标的产品,但将以相等或相对金额的合约有效冲销,或每日转仓至下一个起息日。

**24.2** In respect of any Transaction automatically rolled-over as an open position, you will either pay or receive an amount equivalent to the difference in the applicable overnight interest rates between the currencies being bought or sold ( "Interest Rate Differential" ). The amount of Interest Rate Differential is variable and calculated by us and your account shall be debited or credited as the case may be with the relevant Interest Rate Differential.

对于任何作为未平仓交易的自动转仓,贵方将支付或收取以适用的隔夜利率计算的货币买卖差价(“利率差额”)的相等金额。该利率差额是可变动的,且由我方计算,而贵方的帐户将被扣除或存入(视乎情况而定)相关的利率差额。

**24.3** Payments to be made by you shall be made to the account specified by us in writing and in immediately available and freely transferable funds for value on the day due and in the currency in which it is due.

贵方应将付款存入我方书面指定的帐户,并且是立即可用以及可按期货币到期日自由转让的款项。

**24.4** All payments due from you to us under these Terms shall be made in full, without counter-claim and free and clear of all present and future Taxes unless you are compelled by law to make the payment subject to such Taxes.

我方依据合约条款应向贵方收取的所有款项均应由贵方全额支付、不得反诉并且无支付任何现在或将来税金的义务,除非贵方必须依法支付该税金。

**24.5** Any payment required to be made by you under these Terms, which is not made when due, shall bear interest at a rate of 2 per cent per annum above the current 3 month LIBOR rate or such other rate that we shall notify to you from time to time. Such interest shall accrue and be calculated daily from the due date until the date of payment.

合约条款规定贵方的任何应付款项,到期尚未支付的款项,应承担当前3个月伦敦银行同业拆放利率或由我方不时通知贵方的类似基准利率的基础上追加2%的年利率。该利息应从到期日起至付款日内按日计算。

## 25 Default and termination 违约及终止

25.1 At any time after we have determined, in our absolute discretion, that you have not performed (or may not be able to perform) any of your obligations to us, we shall be entitled without prior notice to you:

我方在任何时候依绝对酌情权单方面决定贵方没有履行（或不可履行）对我方的义务，在我方无须事先通知贵方的前提下有权：

(a) to close out, replace or reverse any transaction, or refrain from taking, such other action at such time and in such manner as, at our sole discretion, we consider necessary or appropriate to cover our loss or liability under any of your contracts, positions or commitments; and

平仓、取代或倒转任何交易、或依我方绝对酌情权认为可弥补我方在贵方的任何合约、头寸或委托下的损失或负债，在该等时间以该等方式不采取上述的行动；以及

(b) to treat any Transactions then outstanding as having been repudiated by you, in which event our obligations under such Transaction(s) shall thereupon be terminated.

视当时未支付的任何交易为贵方拒绝支付，在此情况下我方就上述交易的义务随之终止。

25.2 Either party may terminate these Terms by giving five Business Days' written notice of termination. We may terminate these Terms immediately if you fail to observe or perform any provision of these Terms, in the event of our or your insolvency or in order to comply with Applicable Regulations.

在提前五个营业日书面通知终止的情况下，任何一方均可终止本合约条款。如因我方或贵方宣告破产，或为遵守适用法规而致使贵方未能遵守或履行本合约条款中的任何规定，我方即可立即终止本合约条款。

25.3 Upon terminating these Terms, all amounts payable by you to us will become immediately due and payable including (but without limitation):

本合约条款终止后，贵方应向我方支付的所有款项将立即到期，包括（但不限于）以下应付款项：

(a) all outstanding fees, charges and commissions; and

所有未支付的费用、收费及佣金；及

(b) any dealing expenses incurred by terminating these Terms; and

因本合约条款终止而产生的任何交易费用；及

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

我方代表贵方结清任何交易，或清算或终止未完成的义务而产生的任何损失或费用。

25.4 Termination shall not affect then outstanding rights and obligations and Transactions which shall continue to be governed by these Terms until all obligations have been fully performed.

合约终止将不影响未完成的权利和义务，交易必须继续受本合约条款约束，直到完全履行所有义务。

## 26 Suspension or withdrawal of Electronic Services 暂停或撤销电子服务

In addition to and without limitation to our rights under these Terms, we reserve the right to suspend or withdraw temporarily or permanently all or any part of the Electronic Services, immediately at any time if:

除了且不限于我方基于本合约条款的权利外,我方将保留在以下情况下随时立即临时或永久性暂停或撤销所有或任何部份的电子服务权利:

- (a) we suspect or become aware of unauthorised use or misuse of any Security Information;  
我方怀疑或发现有人未经授权使用或误用任何安全信息;
- (b) you are in breach of any of the provisions of these Terms, the provisions of any additional terms relating to Third Party Providers or Applicable Regulations;  
贵方违反了本合约条款的任何规定及与第三方提供者有关的附加条款的规定或适用法规;
- (c) in our opinion, your or any Authorised User' s connection to the Trading Platform is for any reason endangering the operation of it; or  
我方认为贵方或任何获授权使用交易平台的用户因任何原因危及平台的操作; 或
- (d) we are unable to provide access through Electronic Means due to any defect in or failure of network, communication or computer systems owned or operated by us or you or any Third Party Providers.  
我方或贵方或任何第三方提供者所拥有或操作的网络、通讯或电脑系统出现损坏或故障, 而致使我方无法通过电子方式提供服。

## 27 Limitation of liability and indemnity 有限责任及免责保障

### 27.1 Neither we nor our directors, officers, employees or agents shall be liable:

我方及我方的董事、高级职员、雇员或代理人均无须对以下事项负责:

- (a) to you for the non-performance of our obligations under these Terms or the failure to execute any Transaction in accordance with your instructions by reason of any cause beyond our reasonable control;  
我方出于无法掌控的原因而未履行我方基于本合约条款的义务, 或未能根据贵方指示执行任何交易;
- (b) for any loss sustained as a result of any Transaction executed or course of action followed by you or otherwise;  
因由贵方执行的交易或采取的行动或其它而导致的持续损失;
- (c) for any direct or indirect losses, damages, costs or expenses incurred or suffered by you or your business under these Terms (including where we have declined to enter into a proposed Transaction);  
贵方或贵方的交易因本合约条款(包括我方已拒绝执行的交易建议)而导致或蒙受的任何直接或间接的损失、损坏、花费或开支;
- (d) for any act or omission of an intermediate broker or agent; or  
中介经纪人或代理人的任何行为或疏漏; 或
- (e) for any other loss, damage or expense arising in connection with these Terms or the provision of our services under it, except to the extent that such loss is caused by our negligence, wilful default or fraud.  
任何与本合约条款或我方的服务规定有关的其它损失、损坏或花费, 除非该损失因我方的疏忽、故意违约或欺诈造成。

- 27.2 Nothing in these Terms shall exclude or restrict any duty we may owe to you under the Act.  
本合同条款没有任何规定排除或限制我方基于法案对贵方应负的责任。
- 27.3 You shall, indemnify us and keep us indemnified from and against all liabilities, damages, losses and costs (including legal costs) or commissions incurred or suffered by us in the proper performance of our services or the enforcement of our rights under these Terms and in particular, without prejudice to the generality of such indemnity, against all amounts which we may certify to be necessary to compensate us for all costs, expenses, liabilities and losses sustained or incurred by us with respect to any of your accounts or any Transaction in order to fulfil our obligations under these Terms as a result of:  
我方在正确履行服务或按照本合同条款行使我方权利的过程中如招致或蒙受负债、损害、损失和费用(包括诉讼费)或佣金,特别是不违背该赔偿的普遍性情况下,贵方应对我方作出赔偿。我方书面证明贵方应赔偿予我方为完成基于合约条款的义务,因贵方的任何帐户或任何交易而蒙受或招致的费用、开支、债务及损失的必要金额,产生的原因包括:
- (a) any default in payment by you of any sum under these Terms or any Transaction when due;  
贵方基于本合同条款应支付的任何款项金额或任何到期交易的违约;
  - (b) us doing and taking all and any actions and steps whatsoever to carry out the terms of any instructions from or purporting to be from a person duly designated or authorised by you for such purpose pursuant to clause 12 or 14;  
我方采取所有或任何行动和措施,以执行贵方依第 12 或 14 条款正式指定或授权人士、或声称作为贵方正式指定或授权的人士下达的任何指示;
  - (c) us exercising our rights under these Terms to close out all or any part of any Transaction before its applicable value date;  
我方根据本合同条款,在适用的起息日前行使权利把所有或部分交易平仓;
  - (d) any act or omission by any person obtaining access to the Internet by using the Security Information (whether or not you have authorised such access); or  
任何人士通过利用安全信息使用互联网的任何行为或遗漏(不管贵方是否授权该使用);  
或
  - (e) us exercising our rights to terminate these Terms.  
我方行使终止本合同条款的权利。
- 27.4 We shall not be obliged to take or refrain from taking any action which is or will be beyond our power to take or refrain from taking wholly or partly as a result of an event or state of affairs which is or was beyond our control to prevent and the effect of which is beyond our power to avoid.  
我方无义务采取或制止超越我方权限的任何行动,完全地或在一定程度上采取或制止由于我方无法控制或阻止,且无力避免其影响的事件或情况。
- 27.5 We shall not be in breach of our obligations under these Terms if there is any total or partial failure of or delay in performance of our duties and obligations occasioned by any act of God, fire, act of government or state, war, civil commotion, insurrection, embargo, failure of any computer dealing or settlement system, prevention from or hindrance in obtaining any energy or other supplies, labour disputes of whatever nature, late or mistaken delivery or payment by any bank or counterparty or any other reason beyond our control.  
如因不可抗力、火灾、政府或国家行为、战争、国内暴乱、起义、禁运、任何电脑交易或结算系统故障、防止或阻碍获得能源或其它供应、任何性质的劳资纠纷、任何银行或订约方的延迟



或错误交付或付款或其它不受我方控制而造成我方未能完全地或在一定程度上或延迟履行职责和义务，不应视为我方违反基于本合约条款的义务。

27.6 The indemnities in this clause 27 shall survive termination of these Terms and our certificate as to the amounts due under this clause 27 shall, save for manifest error, be conclusive.

本条款 27 所规定的赔偿应在条款终止后继续有效。同时，除非有明显错误，否则我方对本条款 27 规定的到期金额为决定性。

28 Suspension and market disruption 暂停及市场中断

28.1 If an Exchange takes any action which affects a Transaction, then we may take any action which we, in our reasonable discretion, consider desirable to correspond with such action or to mitigate any loss incurred as a result of such action. Any such action shall be binding on you.

如果某交易所采取任何影响交易的措施，我方将采取任何措施，在合理地判断认为可附合的情况下，遵守该措施或减轻该措施造成的损失。任何上述措施均对贵方具有约束力。

28.2 The occurrence of one or more events, including without limitation, the occurrence or existence on a Business Day of any suspension of or limitation on trading or closure of the market for a temporary period or for such longer period as may be determined in accordance with rules of the relevant Exchange or market ( "Market Disruption Event" ) may result in our being unable, and through us, you being unable to enter into Transactions in accordance with the rules of the relevant Exchange or market. If at any time in relation to any Transaction, we in our sole discretion determine that a Market Disruption Event has occurred, then we may give you notice to terminate the Transaction prior to its maturity date. Furthermore we, and through us, you may from time to time be prevented from or be hindered in entering into Transactions in accordance with rules of the relevant Exchange as a result of a failure of some or all of the market facilities including without limitation malfunction of equipment, software provided by or failure of communications by any Exchange or intermediate broker. Accordingly, we shall not be liable to you for loss, damage, injury or delay whether direct or indirect, arising from any of the circumstances or occurrences referred to above or from any act or omission of any relevant Exchange or intermediate broker, their officers, employees, agents or from any breach of contract by or any negligence howsoever arising of the relevant Exchange or intermediate broker, their officers, employees, agents or representatives.

一项或多项事件发生,包括但不限于某营业日内发生或存在中止或限制任何交易、或临时停市、或可能取决于相关交易所或市场规则的较长时期停市(“市场中断事件”),可能导致贵方无法通过我方依据相关交易所或市场规则进行交易。如果我方依绝对酌情权单方面确定已发生市场混乱事件,我方可随时于到期日前通知贵方终止任何交易。此外,我方或贵方通过我方根据相关交易所规则进行交易时,可能由于全部或部分市场设备出现故障而受阻碍或干扰,其中包括但不限于设备故障、任何交易所或中间经纪人提供的软件或通讯出现故障。因此,对于上述任何情况或事件或任何相关交易所或中介经纪人及其高级职员、雇员、代理的行为或遗漏,或任何相关交易所或中介经纪人及其高级职员、员工、代理人或代表因任何疏忽而造成违约,使贵方蒙受的直接或间接损失、损害、伤害或延迟,我方概不负责。

## 29 Conflicts of interest 利益冲突

29.1 Your attention is drawn to the fact that when we enter into a Transaction for you we may have a conflict of interest or an interest that is material in relation to the Transactions or service concerned. However, our employees are required to comply with our Conflicts of Interest Policy, which includes the requirement that they disregard any such interest or conflict of interest when entering into a Transaction for you.

贵方需注意，一旦我方与贵方达成交易可能产生利益冲突、或交易或服务相关的实质性利益冲突。然而，我方要求雇员遵守《利益冲突政策》，其中包括要求他们在代表贵方进行交易过程中无视任何该等利益或利益冲突。

29.2 Where the procedures and controls we have set up to identify and manage conflicts are not sufficient to ensure that a potential conflict may not impair your interests, we will disclose the conflict to you.

如果我方设立的冲突识别与管理程序和控制不足以保证某潜在冲突未能削弱贵方的利益，我方将向贵方披露该冲突。

29.3 A summary of our Conflicts of Interest Policy can be found at the following link:

<https://www.cccapital.co.uk/account-opening/#document-library>

我方的《利益冲突政策》摘要请参见如下链接：

<https://www.cccapital.co.uk/account-opening/#document-library>。

## 30 Data protection and confidentiality of information 数据保护及信息保密

30.1 You acknowledge that we may obtain information (including personal data and sensitive personal data, each as defined in the Data Protection Act 1998) about you or your directors, shareholders, employees, officers, agents or clients as necessary. You and we will each treat as confidential (both during and after the termination of the relationship between you and us) any information learned about the other in the course of the relationship pursuant to these Terms and, except as otherwise agreed, shall not disclose the same to any third party without the other's consent.

贵方确认，我方在必要时可获取贵方、或贵方董事、股东、雇员、高级职员、代理人或客户的信息（包括个人资料及敏感的个人资料，皆以《资料保护法案 1998》中的定义为准）。贵方与我方在交易期间应遵守本合约条款，各自对从对方获取的信息进行保密（贵方与我方交易期间及交易终止后），除非另有协议，否则不得在未经另一方同意的情况下将同一信息泄露给任何第三方。

30.2 You specifically authorise that we may use, store or otherwise process any such information (whether provided electronically or otherwise) and may disclose any such information (including, without limitation, information relating to your transactions and account) either as we shall be obliged to under or pursuant to any applicable law or rules or by any regulatory authority or as may be required to provide services to you under these Terms.

贵方明确特准我方可使用、储存或另行处理任何上述信息（无论是通过电子方式或其它途径提供的信息），并可依照适用的法律或法规或任何监管机构的要求、或根据本合约条款向贵方提供服务时，披露任何此等信息（包括但不限于，贵方的交易和帐户信息）。

**30.3** You acknowledge and agree that in doing so we may transfer or disclose such information to any associated company or third party wherever located in the world. Such parties may include those who provide services to us or act as our agents, those to whom we transfer or propose to transfer any of our rights or duties under these Terms and those licensed credit reference agencies or other organisations that help us and others make credit decisions and reduce fraud or in the course of carrying out identity, fraud prevention or credit control checks. You agree that we may transfer information we hold about you to any country including countries outside the European Economic Area, which may not have comparable data protection laws, for any of the purposes described in this clause 30.

贵方确认及同意，我方为此可将此类信息传递或披露给世界上任何地方的关联公司或第三方。该方可能包括我方的服务提供商或代理人、我方根据本合约条款向其转让或打算转让我方权利和义务的一方以及特许的信用评级机构或其它协助我方及其他方进行信用决策及减少欺诈或在交易期间进行认证、防止欺诈或信用限制检查的组织。贵方同意，我方可将所获取的贵方信息传递到任何国家，包括欧洲经济区以外可能尚未制定任何本条款 30 所述目的相关数据保护法的国家。

**30.4** You agree that we may disclose information about you to your Attorney for any purpose relating to these Terms.

贵方同意，我方可按有关本合约条款的任何目的，将贵方的信息披露予贵方的代理人。

**30.5** If any personal data or sensitive personal data belonging to any of your shareholders, directors, employees, officers, agents or clients is provided to us, you represent to us that each such person is aware of and consents to the use of such data as set out in this clause 30 and you agree to indemnify us against any loss, costs or expenses arising out of any breach of this representation.

如果贵方向我方提供了贵方的任何股东、董事、雇员、高级职员、代理人或客户的任何个人资料或敏感的个人资料，贵方需向我方申述，每名该等人士知悉并同意根据本条款 30 的规定使用该等资料，且贵方同意保障我方免于因违反本申述而产生的任何损失、花费或开支对。

**30.6** Without limiting the foregoing, the Company, a regulated U.K. Investment firm by the Financial Conduct Authority (FCA), is

required to comply based on the Intergovernmental Agreement between the U.K. and the United States and has taken all reasonable steps to be considered in compliance with FATCA and UK FATCA. The client acknowledges and accepts that the company, as a Foreign Financial Institution (hereafter “FFI”), is required to disclose information in relation to any US reportable persons to the relevant authorities, as per the reporting requirements of FACTA. The client may contact the Company for additional information and/or clarifications prior to the signing of this Agreement. The UK has also entered into a similar agreement, UK Common Reporting Standards (CRS), including the Crown Dependencies and Overseas Territories in relation to offshore accounts held by UK Residents, the client also acknowledges and accepts that the Company is required to disclose information in relation to any reportable persons to the relevant authorities, as per the reporting requirements of UK CRS.

在不限限制前述规定的前提下，本公司，作为一家受英国金融行为准则局监管的英国投资公司，必须遵从英国与美国政府达成的双边协议，并已实施所有可能之合理步骤以执行美国海外账户税务合规法案以及英国金融法规和行政指引。客户已了解并同意本公司，作为一家美国境外金融机构（此后均简称 FFI），将依据美国海外账户税务合规法案的要求把任何可识别的美国人的资讯向有关监管机构披露。签署本协议之前，客户可以联系公司以获取额外信息和/或说明。英国也签订了类似的协议，英国共同申报准则（CRS），它包括了在皇家属地和英国海外领土开

设离岸账户的英国居民，根据英国 CRS 的报告要求，这些客户也承认并接受公司必须披露任何与可报告人员相关的信息。

#### Notices 通知

30.7 All notices shall be in writing and may be served personally at, or by fax, courier or email to, our respective addresses set out in these Terms or such other address as either you or we may give notice of to the other from time to time. You must ensure that at all times we are able to communicate with you by telephone, email or fax.

所有的通知均应为书面文件，并由贵方亲自送达或通过传真、快递或电子邮件分别传递至我方于本合同条款中规定的地址或我方或贵方不时通告的其它地址。贵方必须确保我方不时可通过电话、电子邮件或传真与贵方取得联系。

30.8 Such notice or communication will be deemed effective if in English, in writing and delivered: 使用英文书写并以下列方式交付的该通知或通信将视为有效：

- (a) in person or by courier, on the date it is delivered;  
亲自或通过快递交付之日；
- (b) if sent by facsimile, on the date that transmission is received by the recipient;  
通过传真传递则于收信人收到传真之日；
- (c) or if sent by registered mail or the equivalent, on the date that mail is delivered; or  
或通过挂号信或同级邮件传递则为信件交付日；或
- (d) if sent by email on the date that email is delivered.  
通过电子邮件发送则在邮件交付之日。

## 31 Intellectual Property 知识产权

31.1 Any Intellectual Property rights in relation to the provision and operation of the Electronic Services and in all material and information used, created and/or supplied by or on behalf of us and in any computer code written by or on behalf of us, shall be owned by us (or our licensors as appropriate).

任何与电子服务的规定和操作、由我方或代表我方使用、产生以及/或提供的所有资料和信息及由我方或代表我方编写的电脑代码的相关知识产权均为我方（或适当时，我方的特许人）所有。

31.2 All Financial Market Information is either our property or the property of Third Party Providers and is protected by copyright and other intellectual property laws. You agree not to reproduce, re-transmit or distribute Financial Market Information to anyone without our prior written consent.

所有金融市场信息均为我方或第三方提供者的财产，并受版权或其它知识产权法保护。贵方同意，未经我方事先书面同意，贵方不得向任何人复制、转发或分发金融市场信息。

31.3 If you become aware that any copyright or other Intellectual Property rights owned by us are being, have been or are likely to be infringed, you shall notify us immediately.

如贵方获悉我方所有的任何版权或其它知识产权正在、已经或将可能遭受侵害，贵方应立即通知我方。

## 32 Risk acknowledgement 风险确认

You confirm and acknowledge that:

贵方确认及承诺:

- (a) the provision of Electronic Services is dependent upon computer and communication systems which may be susceptible to malfunction and may not be completely reliable or secure;  
电子服务是依赖电脑和通讯系统提供, 可能易发生故障且不完全可靠或安全;
- (b) the combination of password and/or user identification code does not result in any form of security or encryption other than as an initial verification of identity at the time of initial logging-on to the Trading Platform. You accept all risks of interception, corruption or loss in transit of any instructions you send by Electronic Means and we are entitled to rely upon such instructions as they are in fact received by us;  
密码组合以及/或用户标身份识别代码仅作为交易平台首次登录时的身份验证信息, 并不提供任何形式的安全保护或加密。贵方接受通过电子方式发送的任何指示在发送过程中遭受拦截、损坏或损失的风险, 而我方有权依据我方所接收到的指示;
- (c) you are responsible for acquiring and maintaining the appropriate computer hardware, software, communication equipment and access to the Trading Platform; and  
贵方负责获取并保护适当的电脑硬件、软件、通讯设备及交易平台使用权; 且
- (d) we are not responsible for the content of any third party website to which you connect using a hypertext link contained within the Trading Platform or any of our websites.  
对于贵方的在交易平台内使用超文本链接的任何第三方网站或任何我方网站的内容, 我方概不负责。



### 33 General 一般规定

33.1 These Terms constitute the entire agreement and understanding of the parties with respect to its subject matter and the basis on which we will enter into any Transaction with you and supersedes all previous written or oral communications with respect to these Terms.

本合约条款就交易事项制定了完整的协议条款及双方共识，并为我方与贵方将达成的任何交易提供依据，以及取代先前所有与本合约条款相关的书面或口头通讯。

33.2 We may amend these Terms by notice in writing to you at any time. Any such amendment shall take effect from the date specified by us but may not be retrospective or affect any rights or obligations that have already arisen unless they are inconsistent with Applicable Regulations.

我方可随时修订本合约条款，并以书面形式通知贵方。任何上述修订从我方指定的日期起生效，但可能不得追溯或影响先前已产生的任何权利或义务除非与适用法规抵触。

33.3 Notwithstanding clause 33.2 above, we reserve the right from time to time to make such modifications, improvements or additions to the Electronic Services and/or the Electronic Means as we shall deem fit. We shall use reasonable endeavours to give you prior notice of such modifications, improvements or additions.

即使有上述条款 33.2 规定，我方仍得保留权利，随时对电子服务和/或电子方式作出我方认为合适之修订、改进或增订。我方应尽合理之努力，在该作出修订、改进或增订之前事先通知贵方。

33.4 No failure on the part of any party to exercise, and no delay on its part in exercising, any right or remedy under these Terms shall operate as a waiver of such right or remedy, nor shall any single or partial exercise of any right or remedy preclude any other or further exercise of such right or remedy or the exercise of any other right or remedy.

任何一方未行使或延迟行使其依据本合约条款之任何权利或补救，不得以弃权论，而只行使任何一项或部分权利或补救，亦不因此禁止任何其它或进一步行使该权利或补救，或行使任何其它权利或补救。

33.5 If any provision of these Terms shall be held to be void, invalid or unenforceable the same shall be deemed to be deleted to the extent necessary to cure such voidness, invalidity or unenforceability and all other provisions of these Terms shall remain in full force and effect.

如果本合约条款的任何条文被裁定无效、非法或不可执行，应视其被取消直至能够补救该无效、非法或不可执行性的必要程度，且本合约条文的其它条款仍然具有完全的效力和作用。

33.6 The rights and remedies in these Terms and the indemnities contained in clause 27 are cumulative and not exclusive of any rights or remedies provided by law.

本合约条款包含的权利和补救以及第 27 条款中所述的赔偿均为累计责任，不排除法律规定的任何权利和补救。

33.7 Unless otherwise permitted by any Applicable Regulations, nothing in these Terms shall be taken to exclude or restrict our obligations under any Applicable Regulations. We shall be entitled to take any action as we consider necessary in our absolute discretion to ensure compliance with any Applicable Regulations and such actions shall be binding on you and shall not render us or any of our directors, officers, employees or agents liable.

除非任何适用法规另行准许，否则本合约条款中的任何规定均不得排除或限制我方基于任何适用法规的义务。我方有权采取任何我方认为必要的行动以确保遵守任何适用法规，且该行动对贵方具有约束力，而我方或我方的任何董事、高级职员、雇员或代理对此概不负责。

33.8 Time is of the essence in respect of any of your obligations under these Terms.

时间是有关贵方根据本合约条款履行任何义务的关键要素。

33.9 Subject to any restrictions contained in these Terms, you agree that we (including our employees or representatives) shall be entitled to telephone you without express invitation (or make other Unsolicited Real Time Financial Promotions) during normal business hours (or such other times as may be convenient) if we consider it appropriate.

受本合约条款中的任何限制规定，贵方同意若我方认为合适，我方（包括我方的雇员或代表）有权于正常营业时间（或其它我方认为方便的时间），在未受明确邀约的情况下致电贵方（或进行其它主动提供的实时金融推广活动）。

33.10 All formal complaints should in the first instance be made in writing to us: Compliance Department, City Credit Capital (UK) Limited, Level 12, 110 Bishopsgate, London EC2N 4AY, UK and marked for the attention of our Compliance Officer.

所有正式投诉应在第一时间书以面通知我方合规部，地址为：Compliance Department, City Credit Capital (UK) Limited, Level 12, 110 Bishopsgate, London EC2N 4AY, UK。请注明收件人为我方的合规主任。

33.11 We are participants in the UK Financial Ombudsman Service ( "FOS" ). Disputes that cannot be resolved between you and us may be submitted to the FOS for mediation. The FOS' s compulsory jurisdiction covers complaints against authorised firms about their regulated activities and certain specified other financial services activities. It is provided free of charge to complainants. The FOS' s decisions are based on what is 'fair and reasonable' and are binding on firms if a complainant accepts them. Please note that as a retail client, you have the right to refer a complaint or dispute to the FOS. The FOS can be contacted at Exchange Tower, London, E14 9SR or at the following website <http://www.financial-ombudsman.org.uk/>.

我方为英国金融服务申诉专员计划（“FOS”）的参加成员。贵方与我方之间无法解决的争端可提交予英国金融服务申诉专员计划进行调停。英国金融服务申诉专员计划负责处理对获准经营受监管活动及其它特定金融服务活动公司的投诉。英国金融服务申诉专员计划提供免费受理投诉的服务。英国金融服务申诉专员计划的决策建立在“公正合理”的基础上，一旦投诉者接受英国金融服务申诉专员计划的裁决，将对公司具有约束力。请注意，作为零售客户，贵方有权将投诉或争议提交给英国金融服务申诉专员计划。可以通过其通讯地址：Exchange Tower, London, 或以下网站 <http://www.financial-ombudsman.org.uk/> 联系英国金融服务申诉专员计划。

33.12 You may also be entitled to use the European Commission' s online dispute resolution platform to facilitate the online resolution of the Dispute. The platform can be found at <https://ec.europa.eu/consumers/odr/>.

贵方也可能有权利使用欧盟委员会提供的在线争议解决服务设施来协助在线解决争议。该服务可通过 <https://ec.europa.eu/consumers/odr/> 接入。

33.13 We are participants in the UK Financial Services Compensation Scheme. You may be entitled to compensation from the scheme in the unlikely event we cannot meet our obligations. This depends on the type of business and the circumstances of the claim. Most types of investment business are covered for 100 per cent of the first £50,000 so the maximum compensation will be £50,000. Further information about compensation is

available from the UK Financial Services Compensation Scheme, PO Box 300, Mitcheldean, GL17 1DY or at [www.fscs.org.uk](http://www.fscs.org.uk).

我方参与了英国金融服务补偿计划，如我方不履行义务，贵方有权从该计划中索取赔偿，这取决于索赔的业务类型及情况。对大多数投资业务类型的最初 5 万英镑作出 100%赔偿，因此最高的赔偿金额是 5 万英镑。如要获取更多有关赔偿的信息，请参见英国金融服务补偿计划，地址：, Financial Services Compensation Scheme, PO Box 300, Mitcheldean, GL17 1DY 或网站 [www.fscs.org.uk](http://www.fscs.org.uk)。

33.14 Nothing in these Terms is intended to confer on any person who is not a party to them any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any provision of these Terms save that any intermediate broker that we use will be entitled to enforce any provision of these Terms against you directly.

根据《1999 年合同法（第三方利益）》，本合约条款中的任何规定均不授予非本合约条款一方的任何人士执行本合约条款任何条文的权利，除非我方雇用的任何中介经纪人无需贵方同意可直接执行本合约条款任何条文的规定。

33.15 You may not without our prior written consent transfer these Terms or any interest or obligation in or under these Terms and any purported transfer without such consent shall be null and void.

在未经我方事先书面同意的情况下，贵方不得转让根据本合约条款或其中的任何利益或义务，任何据传的未经同意的转让均为无效。

33.16 If you are a partnership or more than one person, any liability arising under these Terms shall be deemed to be the joint and several liability of the partners in the firm or of such persons as aforesaid. These Terms shall not be terminated or prejudiced or affected by any change in the constitution of such firm or by the death of any one or more of such persons but in the event of any such death notice of termination shall be given by the survivor or survivors of such persons or the personal representatives of any such persons who have died.

如果贵方为合伙人或涉及多个团体或个人，则因本合约条款产生的任何责任应被视为公司合伙人或上述团体或个人的连带责任。该公司构成的任何改动或任何一个或多个成员的死亡，均不得终止或损害或影响本合约条款，除非尚在世者或团体内的尚在世者发出过任何该死亡终止的通知。

33.17 You (i) consent to the recording of the telephone conversations in connection with these Terms, any potential Transaction or Transaction and (ii) agree to obtain any necessary consent of, and give notice of such recording to, such of your personnel as may be necessary. You further agree that any such recording may be submitted in evidence to any court or in any legal proceeding for any purpose relating to any Transaction or these Terms.

贵方(i)同意对与本合约条款、任何潜在交易或交易的电话通话进行录音；以及(ii)同意为该录音向贵方所需的人员取得任何所需的同意及发出该录音通知。贵方进一步同意，任何该等录音可为任何与交易或本合约条款相关的任何用途在任何法庭或任何法律诉讼中呈交作证。

## 34 Governing law and jurisdiction 准据法及管辖权

**34.1** The provisions of these Terms shall be governed by English law. For EU citizens, such governing law is without prejudice to any mandatory rights that you may have as a consumer (to the extent applicable) in your EU country of residence.

本合同条款的条文受英国法律管辖。对于欧盟公民，这样的法律管辖不妨碍贵方作为欧盟居民的消费者（适用于对应国家）的任何强制权利。

**34.2** You agree for our exclusive benefit that the courts of England are to have exclusive jurisdiction to settle any disputes which may arise out of or in connection with these Terms. Nothing contained in this clause shall limit our right to take proceedings against you in any other court of competent jurisdiction.

贵方同意为我方专有利益，英格兰法庭具有解决与本合同条款有关的任何争议的专有管辖权。本条款 35 的任何规定均不限制我方在其它任何具有有效管辖权的法院对贵方提出诉讼的权利。

**35** Distance marketing information 远距营销信息

**35.1** In order to comply with the FCA's provisions relating to distance marketing, these Terms will be subject to the following extra provisions:

为遵守英国金融行为准则局有关远距营销的规定，本合同条款需遵守下列附加规定：

**35.2** Our main business is dealing in FX and CFDs. Our address is Level 12th, 110 Bishopsgate, London EC2N 4AY, UK.

我方主营业务为外汇和价差合约交易。我方地址为 Level 12th, 110 Bishopsgate, London EC2N 4AY, UK。

**35.3** In addition to our Charges, please note that other taxes and costs may exist that are not paid through or imposed by us.

除了我方将收取的费用外，可能存在其它并非经由我方支付或征收的税款及费用。

**35.4** There are no specific additional costs for you, which are charged by us, as a result of you entering into contracts without meeting one of our representatives.

不存在因贵方未与我方某一代表当面订立合约而致使我方向贵方征收的额外费用。

**35.5** Prior to entering into these Terms, English law will be the basis of the establishment of our relationship with you. These Terms are supplied in English, and we will communicate with you in English during the course of our relationship with you.

在订立本合同条款之前，英国法律是我方与贵方建立关系的基础。本合同条款使用英文书写，且我方在与贵方合作期间将使用英文交流。

**35.6** Under the FCA Rules, you have a right to cancel these Terms within 14 days after you have accepted them. If you cancel your agreement to these Terms you will still be liable for the settlement of all your outstanding transactions and all the sums and charges which you owe at cancellation. To exercise your right to cancel your agreement to these Terms you must notify us in writing within 14 days.

根据 FCA 法规，贵方有权在接受本合同条款后 14 日内取消本合同条款。如果贵方撤回对本合同条款的协议，贵方仍须承担所有未完成的交易及取消时所欠的所有款项和费用。如贵方要行使取消对本合同条款协议的权利，必须提前 14 日内书面通知我方。

35.7 If you do not exercise your right to cancel these Terms immediately, you will still be entitled to exercise your right to cancel at anytime in the future provided that you have no outstanding open position.

如贵方未立即行使权利取消本合约条款，在贵方没有任何未平仓合约的前提下，贵方将有权在将来的任何时候行使该权利。



## SCHEDULE 1

## 附表 1

## MARGIN DEPOSIT AND WITHDRAWAL POLICIES AND TRADING PROCEDURES

## 保证金存取政策及交易程序

The following provisions shall constitute an integral part of, and shall be deemed to be incorporated into, the Terms.

下列规定应构成本合约条款的一个完整部分，并应视为已纳入本合约条款。

All Transactions conducted in your account with us shall be in accordance with the following provisions of margin deposit and withdrawal policies and trading procedures, unless and to the extent that we specifically waive their applicability in any particular case, and subject to the Terms. We reserve the right, at any time, in our absolute discretion to modify or amend any or all of the provisions of this Schedule. All terms used unless otherwise stated shall bear the same meanings ascribed to them in the Terms.

贵方帐户与我方进行的所有交易，应按照下述保证金存取政策及交易程序的规定进行，除非我方在任何特定情况下明确放弃使用这些规定及受本合约条款规限。我方保留随时行使绝对酌情权修改或变更本附表中的任何或所有规定。除非另有说明，否则所有使用的专门名词应为本合约条款中规定的含义。

## 1 Margin deposits 保证金存款

- (a) Margin deposits may be made to one of our currency bank accounts in British Pounds, Euros, US Dollars or such other currency as we may agree with you. However any other currency may be subject to currency conversion charges, and other bank charges/fees.

可存入英镑、欧元、美元或其它我方同意的其它货币的一种作保证金存款。若使用其他币种可能需要产生额外汇兑费用或银行费用。

- (b) Wire transfers, Cheques, Bank draft and certain electronic wallets are acceptable payment methods for margin deposits made in connection with opening new accounts. No trading can be executed in a new account prior to funds being confirmed by our bank as having been received and cleared.

开立新帐户的客户可以通过电汇、支票、银行汇票和其他电子钱包的付款方式存入保证金。在我方银行确认接收资金及结算之前，新帐户不可进行任何交易。

- (c) Wire transfers will normally be credited to client accounts prior to close of business on the day of clearing. Cheques will be credited upon clearing, please allow up to three weeks for overseas cheques to clear. Credit and debit card deposits will be credited to client accounts immediately upon clearing.

电汇转帐通常在结算日营业时间结束前存入客户帐户。支票则在结算后会立刻存入客户帐户，海外支票需要最长达三周的时间进行结算。信用卡和借记卡存款在结算后会立即存入客户帐户。

- (d) Funds deposited as Margin in your account(s) shall not earn any interest.

作为保证金存入贵方帐户的资金不会获取任何利息。

## 2 Margin withdrawals 保证金提取

- (a) Margin withdrawal requests will be accepted to the extent of the available credit balance in the account in excess of the then applicable Margin requirement for the account.

帐户的现有结余额超过该帐户适用的保证金要求时，提取保证金要求将被接纳。

- (b) All distributions of withdrawn margin funds will be made in the form of British Pounds, Euros, US Dollars or such other currency as we may agree with you. Please note that any other currency may be subject to conversation charges by either our bank or yours along with other bank charges or fees which might be applicable. Distributions will be made within seven Business Days of acceptance by us of a withdrawal request.

我方将以英镑、欧元、美元或其它我方同意的货币分发提取的保证金。请注意，使用任何其他货币出金可能会被收取因我方银行货

币兑换收取费以及其他银行汇款手续费或其他可能适用的费用。提取保证金要求将会在我方接纳提款申请的7个营业日内完成。

### 3 Trading procedures 交易程序

- (a) Margin requirements vary based on the Underlying Financial Products. See the Market Information Sheet at [www.cccapital.co.uk](http://www.cccapital.co.uk) for details on specific CFD products.

保证金要求会根据标的金融产品而变更。请查阅我方网站 [www.cccapital.co.uk](http://www.cccapital.co.uk) 的《金融市场信息》，以获取特定价差合约产品的详细信息。

- (i) Initial Margin requirements, as per the Article (ESMA), by type of CFD Underlying Product are as follows:

按照 ESMA 有关条款规定，差价合约相关产品的类型划分所需初始保证金要求如下：

- (i) 3,33% of the notional value of the CFD when the underlying currency pair is composed of any two of the following currencies: US dollar, Euro, Japanese yen, Pound sterling, Canadian dollar or Swiss franc;

(i) 当相关货币对由以下任何两种货币组成时（美元，欧元，日元，英镑，加元或瑞士法郎；），保证金为差价合约的名义价值的3,33%

- (ii) 5% of the notional value of the CFD when the underlying index, currency pair or commodity is: (i) any of the following equity indices: Financial Times Stock Exchange 100 (FTSE 100); Cotation Assist é e en Continu 40 (CAC 40); Deutsche Bourse AG German Stock Index 30 (DAX30); Dow Jones Industrial Average (DJIA); Standard & Poors 500 (S&P 500); NASDAQ Composite Index (NASDAQ), NASDAQ 100 Index (NASDAQ 100); Nikkei Index (Nikkei 225); Standard & Poors / Australian Securities Exchange 200 (ASX 200); EURO STOXX 50 Index (EURO STOXX 50); (ii) a currency pair composed of at least one currency that is not listed in point (a) above; or (iii) gold;

- (ii) 保证金为差价合约的名义价值的 5% 的相关指数, 货币对或商品为: (i) 以下任何股票指数: 金融时报股票交易所 100 (FTSE 100); 法国巴黎指数 40 (CAC 40); Deutsche Bourse AG 德国股票指数 30 (DAX30); 道琼斯工业平均指数 (DJIA); 标准与普尔 500 (标准普尔 500 指数); 纳斯达克综合指数 (纳斯达克), 纳斯达克 100 指数 (纳斯达克 100 指数); 日经指数 (日经 225 指数); 标准普尔/澳大利亚证券交易所 200 (ASX 200); EURO STOXX 50 指数 (EURO STOXX 50); (ii) 由至少一种未在上文 (a) 点列出的货币组成的货币对; 或 (iii) 黄金;
- (iii) 10% of the notional value of the CFD when the underlying commodity or equity index is a commodity or any equity index other than those listed in point (b) above;
- (iii) 差价合约的名义价值的 10%; 当相关商品或股票指数为商品或除上述 (b) 项所列以外的任何股票指数时
- (iv) 20% of the notional value of the CFD when the underlying is: (i) a share; or (ii) not otherwise listed above.
- (iv) 差价合约的名义价值的 20% 当所列为: (i) 股票或 (ii) 上文未列出的

其他产品。

c() Margin Warnings and Margin Calls 保证金警告和追加保证金通知

- (1) With respect to overnight trades, a necessary Margin of 50 per cent or above is required to maintain an overnight position.

对于非即日平仓交易, 帐户中须存有 50% 或更多的保证金以维持隔夜头寸。

Furthermore, to carry positions over the weekend or market holidays, full margin is required. If full margin is not available then positions will automatically be liquidated at the closing market price until full margin is met for remaining positions.

另外, 要将头寸结转至周末或市场假期后, 帐户必须存有全额保证金。如果全额保证金不到帐, 未平仓合约将会以当日市场收市价自动平仓, 直至帐户的资金达到剩余头寸的全数保证金要求。

- (2) With respect to day trades, whenever in a trading day the effective Margin drops below 100 per cent of the necessary Margin, you will receive a warning email informing you of this. A further warning email will be sent to inform you if the effective Margin drops below 75 per cent. At 50 per cent your positions will automatically be liquidated until Margin requirements are fully met for all remaining positions. In cases where this may incur a negative balance, all adjustments will be made at T+1 to ensure balances are brought back to zero.

对于即日平仓交易, 只要有效保证金降至必要保证金的 100% 以下, 贵方将接获电邮警告通知。若有效保证金降至 75% 以下, 我方将向贵方发送另一封警告邮件。贵方的头寸将会被自动平仓, 直至帐户的资金达到所有剩余头寸所需保证金的要求。当您的有效保证金降至 50% 时, 您的头寸将会被自动清算, 直至剩余有效保证金满足比例要求。为避免出现负余额, 所有调整都将在 T+1 进行, 以确保余额恢复为零。

- (3) Whenever the effective Margin in the account is not sufficient to support the taking of new positions, but for any reason the account was permitted to take such new positions, the taking of such positions will be considered as over-trading. For all overtrades, you must deposit the additional necessary Margin immediately. In the absence of such an immediate deposit, we will in our sole and absolute discretion use any available means, including using an unfavourable price, to settle the over-trading positions.

无论何时若有效保证金不足以建立新头寸，但由于某种原因该帐户允许建立该头寸，此类头寸将被视为过度交易。对于所有的过度交易，贵方必须立即存入必要的追加保证金。若贵方没有立刻存入资金，我方将依绝对酌情权决定，以任何方法结算过度交易的头寸，包括以不利的价格进行结算。

- (4) For each price quote a minimum and maximum number of contracts per order will be accepted by us. This will be instrument specific and shown on the order entry window on the platform.

对于每次交易报价，我方将接受每个帐户的每项产品交易合约量在最多和最低范围内该内容将显示在交易平台的交易报价窗口内。

- (5) Limit orders can be placed only when the price shown on CCC's price provider's screen is at least certain distance from desired limit price, and only after confirmation that the order has been accepted for execution. The order as placed must indicate either "higher" or "lower" within the specified limit price. This will be instrument specific and shown on the order entry window on the platform.

只有当 CCC 的价格提供商屏幕上显示的价格至少与可取的限价相差 10 个基点，且确认该订单的执行已被接受后才能下达限价单。在具体的限价范围内，所下单必须显示“较高”或“较低”价格。该内容将显示在交易平台的交易报价窗口内。

- (6) Cancellation by you of limit orders can be effected only when the limit order has not yet been executed and will be effective only when the order of cancellation is confirmed by us.

贵方只有在限价单还未执行时方可取消限价单，且只有在取消指令被我方确认后才能生效。

- (7) Automatic cancellation of orders may occur earlier if we decide in our absolute discretion that market volatility is significant due to the release of major financial and economic data and other special fundamental events.

若我方单方面确定，由于主要金融和经济数据和其它特别事件的发表而导致市场大幅波动，我方可提前自动取消订单。

- (8) We will accept orders for, and execute, Transactions only during open trading hours of the specific Underlying Financial Product (see the Contract Specification at [www.ccccapital.co.uk](http://www.ccccapital.co.uk)). 我方只在特定标的金融产品的交易时间内接受并执行交易（请参见 [www.ccccapital.co.uk](http://www.ccccapital.co.uk) 所载《合约细则》）。

- (9) We reserve the right, for any reason, in our sole and absolute discretion, to refuse or reject any orders placed for any account, irrespective of whether the account is then under-margined or not.

无论基于什么原因，我方有权依绝对酌情权拒绝或驳回任何帐户任何下单的权力，不管该帐户是否存有足够的保证金。

- (10) We reserve the right, in our sole and absolute discretion, to rescind any Transaction where the price quoted or executed was quoted in error, whether due to human effort or as a result of a technical problem. A price will be deemed to be quoted in error if it is different from the price that we would normally have quoted at the time when you requested it, taking into account all relevant factors.

我方有权依绝对酌情权撤销任何报价或执行价格错误的交易，不管该错误是出于人为因素或是技术问题所致。在考虑到所有相关因素后，如果一个价格不同于贵方询价时我方通常所报价格，该价格将被视为错误报价。

- (11) All contract price information relayed by us to you that is supplied by third party data providers shall be deemed to be indicative only, and shall be used exclusively for reference purposes only.

由第三方的信息提供商提供并由我方转交贵方的所有合约价格信息，仅为指导性并仅供参考。

- (12) No Transaction positions can be transferred between your trading accounts, and no account can be transferred or changed to another party's name.

贵方的交易帐户之间不得互相转移任何交易头寸，且不得将任何帐户转让或更改为他方姓名。



## SCHEDULE 2

## 附表 2

## FX

## 外汇

## 1 SCOPE

## 范围

## 1.1 The provisions in this Schedule apply to Transactions in FX.

本附表中的规定适用于外汇交易。

## 1.2 Our Transactions in FX with you will normally constitute a spot transaction in respect of currency pair exchange rates unless we agree expressly that delivery of the relevant currencies is contemplated in a particular Transaction. Spot transactions are due for delivery two days after dealing however, as a service to our customers, we will automatically roll clients' positions over every day until they are closed out and delivery will not normally occur unless we agree expressly that delivery of the relevant currency will occur in relation to a particular Transaction. If delivery of the currency does occur you will be liable to make or to receive delivery of the currency and to pay for all associated costs.

除非我方明确同意在特定交易中交割相关货币，否则我方与贵方的外汇交易通常将构成货币组合汇率的现货交易。现货交易应在交易的两天后交割，然而，作为对客户提供的其中一项服务，我方将每天自动为客户仓位转仓直至平仓止，且除非我方明确同意就某个特定交易交割相关货币，否则货币交割将不能正常进行。若货币交割确实发生，贵方有责任自行交割或接受货币并支付所有相关费用。

## 1.3 You should be aware that the product information contained in this Schedule is not necessarily a comprehensive description of all aspects of the product. Additionally, specific products may be tailored for a particular client or market and may differ in detail from the outline set out in this Schedule. The terms of the particular Transactions will prevail over the product description and information given in this disclosure.

贵方应知悉本附表包含的产品信息未必是对产品各方面的全面描述。另外，特定产品可能是为某一特定客户或市场量身定做，可能与本附表所载的产品概要在细节上有所不同。相比本附表披露的产品描述及提供的信息，将以特定交易的条款为准。

## 2 IMPORTANT: RISKS ASSOCIATED WITH DEALING IN FX

## 重要提示：外汇交易的相关风险

## 2.1 This Schedule does not disclose all of the risks in dealing in FX. You should not deal in FX unless you understand the nature of the contract you are entering into and the extent of your exposure to risk. You should also be satisfied that the contract is suitable for you in the light of your circumstances, experience and financial position. Importantly you should only trade FX on margin if you are prepared to sustain a total loss of the money you have invested plus any commission or other Transaction charges.

本附表并未披露外汇交易涉及的所有风险。除非贵方了解订立的合约性质以及贵方面临的风险程度，否则不该贸然进行外汇交易。贵方亦应根据本身经验，条件与财务状况，自行衡量订立此类合约是否适合贵方。重要的是贵方必须理解，若贵方愿意承担损失全数投资金额并接受支付任何佣金或其它交易费用后，贵方才可进行外汇保证金交易。

2.2 The risk of loss in dealing in FX can be substantial and it is possible to lose more than your initial investment. If the market moves against your position, you may be called upon to deposit a substantial amount of additional margin funds, on short notice, in order to maintain your position. If you do not provide the required funds within the time required by us, your position may be liquidated at a loss. We have negative balance protection in place on a per account basis (please be aware all negative balance adjustments will be made T+1 so there is a possibility your trading statement may reflect the pre adjustment figure);

外汇交易可能存在巨大的亏损风险，贵方的损失可能超过初期投资。若市场朝不利于贵方头寸的方向波动，则贵方可能在接到通知后，必须于短时间内补缴相当数额的保证金以保留头寸。若在我方规定的时间内贵方没有缴纳所需资金，贵方的头寸可能会以亏本平仓。我们对每个账户都设有负余额保护（请注意所有负余额调整都将为 T + 1，因此您的交易账单可能显示的是预调整数字）

2.3 Placing contingent orders, such as “stop-loss” or “stop-limit” orders, will not necessarily limit your losses to the intended amounts, since market conditions may make it impossible to execute such orders.

条件委托订单如“止损”或“限价”订单，都不一定可以将贵方的损失降低到预期的金额，因为市场条件可能不允许执行这些订单。

2.4 The leverage often obtainable in FX trading means that a small margin can lead to large losses as well as gains. It also means that a relatively small movement can lead to a proportionately much larger movement in the value of your investment, and this can work against you as well as for you.

外汇交易经常利用的杠杆效应，即少量的保证金可导致重大的损失或获利。一个相对小的波动，可导致贵方的投资价值按比例扩大，此结果可能对贵方构成有利或不利的影晌。

2.5 There are costs associated with financing positions held overnight. These costs (which are mentioned at section 8) are an important aspect of trading in FX and must be taken into account by you in advance of deciding whether to trade.

隔夜持仓融资涉及费用，这些费用（第 8 部分所载）是外汇交易的一个重要部分，贵方必须在决定是否进行交易前考虑这些费用。

2.6 Any payments made or received in relation to any investment may be subject to tax and you should seek professional advice in this respect.

与任何投资相关的任何支出或收到的费用将受税收规限，贵方应就这方面征询专业意见。

2.7 In light of the above you should consider carefully whether or not this product is suitable for you in light of your circumstances and financial position, and if in any doubt please seek professional advice.

鉴于上述各项原因，贵方应根据本身的条件及财务状况，仔细考虑这些产品是否适合贵方。若有任何疑问，请寻求专业意见。

3 FX  
外汇

3.1 In respect of every Transaction made between us we shall act as principal with you.

对于我方与贵方之间的每一笔交易，我方都会作为主事方与贵方进行交易。

3.2 Transactions in FX involve you taking a position with regard to what you consider the price of one currency will be against the price of another currency in the future. In order to do this you will trade in a currency pair with us, for example Euro/US Dollar (EUR/USD) or US Dollar/Japanese Yen (USD/JPY). A list of some examples of the currency pairs that we offer is at our website [www.ccccapital.co.uk](http://www.ccccapital.co.uk).

外汇交易涉及贵方认为一种货币的价值相对于另一种货币价值的未来比率，并据此建立头寸。为了进行此交易，贵方将与我方以货币组合进行交易，例如欧元/美元 (EUR/USD) 或美元/日元 (USD/JPY)。我方网站 [www.ccccapital.co.uk](http://www.ccccapital.co.uk) 提供了货币交易范例。

3.3 Currency pairings are expressed as two codes usually separated by a division symbol (for example, GBP/USD), the first representing the “base currency” and the other the “secondary currency”. The price quoted is the value of the secondary currency expressed in terms of one unit of the base currency. For example GBP/USD = 2.0045 denotes that one unit of sterling (the base currency) can be exchanged for 2.0045 US dollars (the secondary currency). The prices that we quote for each currency pair are normally labelled as the “Bid Price” and the “Offer Price”.

货币组合通常是以一个分隔符分开两个代码表示 (例如, GBP/USD)，前者为“基准货币”，后者则为“第二货币”。所报价格是以一个单位的基准货币计算第二货币的价值。例如, GBP/USD = 2.0045 表示一个单位的英镑 (基准货币) 可以兑换 2.0045 单位的美元 (第二货币)。我方为每对货币组合所报的价格通常被称为“买价”和“卖价”。

3.4 The Bid Price is the price that we will pay you in the secondary currency for the position in the base currency. The Offer Price is the price you will pay us in the secondary currency for the position in the base currency. The Bid Price will always be less than the Offer Price. The difference between the Bid and the Offer price is known as the “Spread”. We make a profit from the spread. In general the wider the Spread the greater our profit.

买价是我方基于基准货币的头寸以第二货币支付予贵方的价格，卖价则是贵方基于基准货币的头寸以第二货币付予我方的价格。买价总是低于卖价，买价和卖价之间的差异被称作“价差”，我方从价差中获利。一般而言，价差越大，我方利润越高。

3.5 You can take a view on the price of the base currency increasing by “Going Long” or you can take a view on the price of the base currency decreasing by “Going Short”. For example, if you consider that the price of Sterling will increase against the price of the US Dollar you will decide to take a position with us where you will Go Long (or buy) GBP/USD. If, by contrast, you consider that the price of Sterling will drop against the price of the US Dollar you will decide to take a position with us whereby you Go Short or sell GBP/USD.

贵方可通过“买涨”看涨基准货币价格、或可通过“卖空”看跌基准货币价格。例如，若贵方认为英镑价格相对于美元价格将会上涨，贵方将与我方建立买涨 (或买入) GBP/USD 头寸。相反,若贵方认为英镑价值相对于美元价值将会下跌,贵方将决定与我方建立卖空或卖出 GBP/USD 头寸。

3.6 If you were Going Long, the opening price of the currency pair would be fixed at our Offer Price. If our Bid Price at the end of the contract is greater than our Offer Price at the commencement of the contract then, subject to the deduction of applicable charges, you will receive a sum calculated by multiplying the

number of units of the base currency by the difference between the opening Offer Price and the closing Bid Price of the currency pair. However, if the Bid Price for the currency pair at the end of the contract does not exceed the Offer Price for the currency pair at the commencement of the contract you will be required to pay us a sum calculated by multiplying the number of units of the base currency by the difference between the opening Offer Price and the closing Bid Price of the currency pair. Regardless of how the price of the currency pair moves you will also be required to pay us applicable interest charges, ticket charges in respect of certain platforms (which you will be notified about separately), and Tom/Next financing charges (see section 8).

若贵方选择买涨，货币组合的开盘价将定为我方的卖价。若在合约结束时我方的买价高于合约开始时的卖价，在扣相关费用后，贵方将获得的款项为基准货币单位数目乘以货币组合的开仓卖价与平仓买价的差额。然而，若在合约结束时货币组合的买价没有超过合约开始时货币组合的卖价，则贵方须向我方支付一笔款项，即基准货币单位数目乘以货币对开仓卖价与平仓买价的差额。不管货币组合的价值如何变动，贵方将要向我方支付相关利息、收费、若干交易平台的单据费（将会另行通知贵方）以及递沿明/次日交割的融资费用（见第 8 部分）。

- 3.7 If however you were Going Short, the opening price of the currency pair would be fixed at our Bid Price. If the Offer Price of the currency pair at the end of the contract is less than the Bid Price at the commencement of the contract then, subject to the deduction of applicable charges, you will receive a sum calculated by multiplying the number of units of the base currency by the difference between the opening Bid Price and the closing Offer Price of the currency pair. However, if the Offer Price for the currency pair at the end of the contract exceeds the Bid Price for the currency pair at the commencement of the contract you will be required to pay us a sum calculated by multiplying the number of units of the base currency by the difference between the opening Bid Price and the closing Offer Price of the currency pair. Again, regardless of how the price of the currency pair moves you will also be required to pay us applicable interest charges, ticket charges in respect of certain platforms (which you will be notified about separately), and TomNext financing charges (see section 8).

然而若贵方选择卖空，货币组合的开盘价将定为我方的买价。若在合约结束时货币组合的卖价低于合约开始时的买价，在扣相关费用后，贵方将获得的款项为基准货币单位数目乘以货币组合的开仓买价与平仓卖价的差额。然而，若在合约结束时货币组合的卖价超过合约开始时货币组合的买价，则贵方须向我方支付一笔款项，即以基准货币单位数目乘货币组合开仓买价与平仓卖价的差额。不管货币组合的价值如何变动，贵方将要向我方支付相关利息、收费、若干交易平台的单据费（将会另行通知贵方）以及递沿明/次日交割的融资费用（见第 8 部分）

- 3.8. Whenever any Transaction is entered into to close out any existing Transaction, then the obligations of each of us under both sets of Transactions shall automatically and immediately be terminated upon entering into the second Transaction, except for any settlement difference payment due in respect of such closed out Transactions.

无论何时订立任何交易以对任何现有交易进行平仓，我方与贵方各自承担的义务应在订立第二笔交易时立即自动终止，但支付此类以平仓交易的任何结算差额款项的义务除外。

#### 4 MARGIN AND LEVERAGE

##### 保证金与杠杆作用

- 4.1 By trading in FX with us you will be required to provide a certain amount of margin and we will then leverage that margin. This exposes you to a high degree of risk. Leverage is the amount, expressed as a multiple, by which the notional amount traded exceeds the margin required to trade.

贵方与我方进行外汇交易时须提供一定金额的保证金，我方将对该保证金施加杠杆作用，这样贵方须承担高风险。杠杆作用以倍数表达，因此交易的名义金额超出所需保证金的数量。

- 4.2 We will advise you of the amount of margin and the amount of leverage that we will require on a Transaction by Transaction basis via Market Information Sheet. If the price of the currency pair moves against your interests you may be called upon to deposit additional margin at short notice and we may close out your position without notice if we do not receive the additional margin from you.

受本合约条款的个别协定条款附表的规限，我方将通过金融市场信息表就我方规定的各项交易保证金金额以及杠杆数额通知贵方。如货币组合的价格波动不利于贵方，贵方可能接获追加保证金通知，贵方应立即存入额外的保证金。若我方没有收到贵方的额外保证金，我方可在毋需通知贵方的情况下将贵方的持仓平仓。

## 5 STOP, LIMIT LOSS AND TAKE PROFIT ORDERS

### 止损，止限及见利抛售指令

Subject to your Individually Agreed Terms Schedule you may be able to agree with us to limit your losses while trading FX by using stop loss, limit loss or take profit orders. These facilities may help you limit your exposure to us and we strongly recommend that you consider the use of such facilities.

受贵方的个别条款附表的限制，贵方可与我方协定在进行外汇交易时，利用止损、止限或见利抛售指令限制贵方的损失。此类工具可以协助贵方限制交易风险，我方强烈建议贵方考虑使用此类工具。

## 6 NETTING

### 净额结算

Any Transaction to which this Schedule applies shall, subject as follows, be deemed included in the definition of “Netting Transaction” for the purposes of this Agreement and subject to termination and liquidation under the clause headed “Netting” (the “Netting Clause”) following an Event of Default.

适用于本附表的任何交易应受如下条款规限，被视为包含于本合约条款“净额结算交易”定义中所指的交易，在发生违约事件后依据“净额”（“净额结算”条款）的规定下终止和平仓。

## 7 TRADING TIMES

### 交易时间

Please refer to the Market Information Sheet for trading times of our various markets.

请参阅金融市场信息表了解我们各个市场的交易时间。

## 8 INTEREST

### 利息

- 8.1 Positions in FX which are rolled over from one trading day to the next will incur financing based upon the interest rate differentials between the currencies in the currency pair. The interest rate applied is described as “TomNext” which is an abbreviation for Tomorrow or the Next business day because the first value



date is tomorrow or the next business day. The TomNext price reflects the applicable interest rate between TomNext and the spot value date in respect of the currency in question.

从一个交易日滚期至次日的外汇仓位，将以货币组合两种货币之间的利率差额为基础产生融资费用。适用利率被称为“明/次日”利率，它是次日或下一个营业日的缩写词，因为首个交割日是次日或下一个营业日。明/次日价格反映有关货币在明/次日与现货交割日之间的适用汇率。

- 8.2 You pay interest on the currency that you are short on and you receive interest in the currency that you are long on. For example, if you are long on the GBP/USD pair you will receive interest on Sterling and you will pay interest on the US Dollar. If Sterling has a higher interest rate than the US Dollar then you will receive a net interest payment but if Sterling has a lower interest rate than the US Dollar then you will pay out a net interest amount. The TomNext price offered to you will differ depending on whether you are Going Long or Going Short. CCC may make a profit from the difference in the TomNext price offered to persons Going Long and the TomNext price offered to persons Going Short.

贵方支付卖空货币的利息和获取买涨货币的利息。例如，若贵方买涨英镑/美元，贵方将获取英镑利息并支付美元利息。若英镑利率高于美元，则贵方将收取净利息；但若英镑利息低于美元，则贵方将支付净利息。向贵方提供的明/次日价格将根据贵方是买涨还是卖空而有所不同。CCC 可从提供给买涨者的明/次日价格以及提供给卖空者的明/次日价格的差额间获利。

SCHEDULE 3  
附表 3  
CONTRACTS FOR DIFFERENCES  
价差合约

1 SCOPE

范围

1.1 The provisions in this Schedule apply to Transactions in CFDs.

本附表的规定适用于价差合约交易。

1.2 Our Transactions in CFDs with you will normally constitute “contracts for differences” (as described in article 85 of the Financial Services and Markets Act 2000 (Regulated Activities) Order 2001) in respect of the value of an underlying instrument, for example a quoted share in a company, index or commodity (the “Underlying Product”). Delivery of the Underlying Product is not contemplated and you do not own the Underlying Product.

我方与贵方的价差合约交易通常构成有关标的金融工具价值的“价差合约”（正如《2000年金融服务及市场法（受监管的活动）法令2001》的第85条所述），例如一个家公司股票、股指或商品（“标的产品”）的报价。标的产品毋需进行交割，且贵方没有该标的产品的所有权。

1.3 You should be aware that the product information contained in this Schedule is not necessarily a comprehensive description of all aspects of the product. Additionally, specific products may be tailored for a particular client or market and may differ in detail from the outline set out in this Schedule. The terms of the particular Transactions will prevail over the product description and information given in this disclosure.

贵方应知悉本附表包含的产品信息未必是对产品各方面的全面描述。另外，特定产品可能是为某一特定客户或市场量身定做，可能与本附表所载的产品概要在细节上有所不同。相比本附表披露的产品描述及提供的信息，将以特定交易的条款为准。

2 IMPORTANT: RISKS ASSOCIATED WITH DEALING IN CFDS

重要提示：价差合约交易的相关风险

2.1 This Schedule does not disclose all of the risks in dealing in CFDs. You should not deal in CFDs unless you understand the nature of the contract you are entering into and the extent of your exposure to risk. You should also be satisfied that the contract is suitable for you in the light of your circumstances and financial position. Importantly you should only trade CFDs on margin if you are prepared to sustain a total loss of the money you have invested plus any commission or other Transaction charges.

本附表并未披露价差合约交易涉及的所有风险。除非贵方了订立的合约性质以及贵方面临的风险程度，否则不该贸然进行价差合约交易。贵方亦应根据本身条件与财务状况，自行衡量价差合约交易是否适合贵方。重要的是贵方必须理解，若贵方愿意承担损失全数投资金额及支付任何佣金或其它交易费用后，贵方才可进行价差合约保证金交易。

2.2 The risk of loss in dealing in CFDs can be substantial and it is possible to lose more than your initial investment. If the market moves against your position, you may be called upon to deposit a substantial amount of additional margin funds, on short notice, in order to maintain your position. If you do not provide the required funds within the time required by us, your position may be liquidated at a loss. We have negative balance protection in place on a per account basis (please be aware all negative balance

adjustments will be made T+1 so there is a possibility your trading statement may reflect the pre adjustment figure);

价差合约交易可能存在巨大的亏损风险，贵方的损失可能超过初期投资。若市场朝不利于贵方头寸的方向波动，则贵方可能在接到通知后，必须于短时间内补缴相当数额的保证金以保留头寸。若在我方规定的时间内贵方没有缴纳所需资金，贵方的头寸可能会以亏本平仓。我们对每个账户都设有负余额保护（请注意所有负余额调整都将为 T + 1，因此您的交易账单可能显示的是预调整数字）

- 2.3 Placing contingent orders, such as “stop-loss” or “stop-limit” orders, will not necessarily limit your losses to the intended amounts, since market conditions may make it impossible to execute such orders.

条件委托订单如“止损”或“限价”订单，都不一定可以将贵方的损失降低到预期的金额，因为市场条件可能不允许执行这些订单。

- 2.4 The leverage often obtainable in trading CFDs means that a small margin can lead to large losses as well as gains. It also means that a relatively small movement can lead to a proportionately much larger movement in the value of your investment, and this can work against you as well as for you.

价差合约交易经常利用的杠杆效应，即少量的保证金可导致重大的损失或收益。一个相对小的波动，可导致贵方的投资价值按比例扩大，此结果可能对贵方构成有利或不利的影晌。

- 2.5 There are costs associated with financing positions held overnight. These costs (which are mentioned at section 11) are an important aspect of trading in CFDs and must be taken into account by you in advance of deciding whether to trade.

隔夜持仓融资涉及费用，这些费用（在第 11 部分中提及）是价差合约交易中一个重要的部份，贵方必须在决定是否进行交易前考虑这些费用。

- 2.6 Any payments made or received in relation to any investment may be subject to tax and you should seek professional advice in this respect.

与任何投资相关的任何支出或收到的费用将受税收规限，贵方应就这方面征询专业意见。

- 2.7 In light of the above you should consider carefully whether or not this product is suitable for you in light of your circumstances and financial position, and if in any doubt please seek professional advice.

鉴于上述各项原因，贵方应根据本身的条件及财务状况，仔细考虑这些产品是否适合贵方。若有任何疑问，请寻求专业意见。

### 3 CFDs

#### 价差合约

- 3.1 In respect of every Transaction made between us we shall act as principal with you.

对于我方与贵方之间的每一笔交易，我方都会作为主事方与贵方进行交易。

- 3.2 Transactions in CFDs involve a contract between you and us whereby you agree with us to exchange, when the contract ends, the difference between the opening price of the Underlying Product and the closing price of the Underlying Product multiplied by the number of units detailed in the contract. If the price of the Underlying Product moves in your favour then you will receive the difference from us. Alternatively, if the price of the Underlying Product moves against you will pay the difference to us. Regardless of how the price of the Underlying Product moves you will also be required to pay us commission, interest charges on positions held overnight, and additional margin ( "Variation Margin" ) depending on how the value of the Underlying Product moves each day.

价差合约交易包含我方与贵方之间达成的合约，贵方同意当合约终止时与我方交换标的产品开盘价与收盘价之间的差价，乘以按合约中规定的单位数目的金额。若标的产品的价格向有利于贵方的方向变动，则贵方将从我方获取差价。相反，若标的产品的价格向不利于贵方的方向变动，贵方须向我方支付差价。不管标的产品的价格如何变动，贵方须向我方支付佣金、隔夜持仓的利息费用以及根据每日标的产品价格变动确定的追加保证金（“价格变动保证金”）。

- 3.3 You can take a view on the price of the Underlying Product increasing by "Going Long" or you can take a view on the price of the Underlying Product decreasing by "Going Short". The prices that we quote for each CFD are normally labelled as the "Bid Price" and the "Offer Price". The Bid Price will always be less than the Offer Price. The difference between the Bid Price and the Offer Price is known as the "Spread". We make a profit from the Spread. In general the wider the Spread the greater our profit.

贵方可通过“买涨”看涨标的产品价格、或可通过“卖空”看跌标的产品价格。我方为价差合约所报的价格通常被称为“买价”和“卖价”。买价总是低于卖价。买价和卖价之间的差异被称作“价差”。我方从价差中获利。总的来说价差越大，我方获利越多。

- 3.4 If you were Going Long, the opening price of the units in the Underlying Product would be fixed at our Offer Price. If our Bid Price at the end of the contract is greater than our Offer Price at the commencement of the contract then, subject to the deduction of applicable charges, you will receive a sum calculated by multiplying the number of units that the contract represents by the difference between the Offer Price at the beginning of the contract and the Bid Price at the end of the contract. However, if the Bid Price at the end of the contract does not exceed the Offer Price at the commencement of the contract you will be required to pay us a sum calculated by multiplying the number of units that the contract represents by the difference between the Offer Price at the beginning of the contract and the Bid Price at the end of the contract. Regardless of how the price of the Underlying Product moves you will also be required to pay us commission, applicable interest charges and Variation Margin.

若贵方选择买涨，标的产品单位的开盘价将定为我方的卖价。若在合约结束时，我方的买价高于我方在合约开始时的卖价，贵方将获得在扣除适当费用后的款项，即以合约代表的单位数乘合约开始时卖价与合约结束时买价的差额。然而，若在合约结束时，买价没有超过合约开始时的卖价，则贵方应支付我方一笔款项，即将合约代表的单位数乘以合约开始时卖价与合约结束时买价的差额。不管标的产品的价格如何变动，贵方都将要支付给我方佣金、适当的利息费用和价格变动保证金。

- 3.5 If however you were Going Short, the opening price of the units in the Underlying Product would be fixed at our Bid Price. If the Offer Price at the end of the contract is less than the Bid Price at the commencement of the contract then, subject to the deduction of applicable charges, you will receive a sum calculated by multiplying the number of units that the contract represents by the difference between the Bid Price at the beginning of the contract and the Offer Price at the end of the contract. However, if the Offer

Price at the end of the contract is greater than the Bid Price at the commencement of the contract you will be required to pay us a sum calculated by multiplying the number of units that the contract represents by the difference between the Bid Price at the beginning of the contract and the Offer Price at the end of the contract. Again, regardless of how the price of the Underlying Product moves you will also be required to pay us commission, applicable interest charges and Variation Margin.

然而若贵方选择卖空，标的产品中单位的开盘价将定为我方的买价。若在合约结束时，我方的卖价低于我方在合约开始时的买价，在扣除适当费用后，贵方将获得一笔款项，即以合约代表的单位数乘合约开始时买价与合约结束时卖价的差额。然而，若在合约结束时，卖价没有超过合约开始时的买价，则贵方应支付我方一笔款项，即将合约代表的单位数乘以合约开始时买价与合约结束时卖价的差额。不管标的产品的价格如何变动，贵方将要支付给我方佣金、适当的利息费用和价格变动保证金。

- 3.6 A list of some of the Underlying Products that we offer CFDs in respect of is available on our website [www.ccccapital.co.uk](http://www.ccccapital.co.uk). We will consider offering CFDs on other instruments on request.

我方在网站 [www.ccccapital.co.uk](http://www.ccccapital.co.uk) 提供了价差合约标的产品列表。我方将应要求考虑提供其它价差合约投资工具。

- 3.7 Whenever any Transaction is entered into to close out any existing Transaction, then the obligations of each of us under both sets of Transactions shall automatically and immediately be terminated upon entering into the second Transaction, except for any settlement difference payment due in respect of such closed out Transactions.

无论何时订立任何交易以对任何现有交易执行平仓，我方与贵方各自对上述交易的义务均在订立第二笔交易时立即自动终止，除了支付此类以平仓交易的任何结算差额款项的义务。

## 4 MARGIN AND LEVERAGE

### 保证金与杠杆作用

- 4.1 By trading in CFDs with us you will be required to provide a certain amount of margin and we will then leverage that margin. This exposes you to a high degree of risk. Leverage is the amount, expressed as a multiple, by which the notional amount traded exceeds the margin required to trade.

贵方与我方进行价差合约交易时须提供一定金额的保证金，我方将对该保证金施加杠杆作用，这样贵方须承担高风险。杠杆作用以倍数表达，因此交易的名义金额超出所需保证金的数量。

- 4.2 We will advise you of the amount of margin that we will require on a Transaction by Transaction basis. If the price of the Underlying Product moves against your interests you may be called upon to deposit additional margin at short notice and we may close out your position without notice if we do not receive the additional margin from you.

我方将就我方规定的各项交易保证金金额以及杠杆数额通知贵方。如标的产品价格波动不利于贵方，贵方可能接获追加保证金通知，贵方应立即存入额外的保证金。若我方没有收到贵方的额外保证金，我方可在毋需通知贵方的情况下将贵方的持仓平仓。

## 5 STOP, LIMIT LOSS & TAKE PROFIT ORDERS

### 止损，止限及见利抛售指令



You may be able to agree with us to limit your losses while trading CFDs by using stop loss, limit loss or take profit orders. These facilities may help you limit your exposure to us and we strongly recommend that you consider the use of such facilities.

贵方可与我方协定，在进行价差合约交易时利用止损、止限或见利抛售指令限制贵方的损失。此类工具可以协助贵方限制交易风险，我方强烈建议贵方考虑使用此类工具。

## 6 STAMP DUTY

### 印花税

Currently, persons acquiring CFDs are not required to pay stamp duty.

目前，持有价差合约人士不需要缴纳印花税。

## 7 EQUITY CFDS: DIVIDENDS AND COMPANY MEETINGS

### 股票价差合约：股利和公司会议

7.1 You will receive payment in lieu of dividends to long equity CFD positions and you will be required to make payment to us in lieu of dividends from short CFD positions.

贵方将为多头股票价差合约持仓获取股利，而贵方则须向我方支付空头价差合约头寸的股利。

7.2 An equity CFD holder is not entitled to vote at any company meeting.

一个股权价差合约持有者在公司的任何会议中不应享有表决权。

## 8 NETTING

### 净额结算

Any Transaction to which this Schedule applies shall, subject as follows, be deemed included in the definition of “Netting Transaction” for the purposes of this Agreement and subject to termination and liquidation under the clause headed “Netting” (the “Netting Clause”) following an Event of Default.

适用于本附表的任何交易应受如下条款规限，被视为包含于本合约条款“净额结算交易”定义中所指的交易，在发生违约事件后依据“净额”（“净额结算”条款）的规定下终止和平仓。

## 9 TRADING TIMES

### 交易时间

In respect of most CFDs we will quote prices in CFDs when the market for the Underlying Product is open.

我方将在大多数相关价差合约标的产品市场开放时段提供价差合约报价。

## 10 COMMISSION

### 佣金

We charge commission in respect of some CFDs. The terms of the commission will be agreed individually with you.

我方对一些价差合约收取佣金，佣金条款将与贵方个别议定。

## 11 INTEREST

## 利息

We charge interest on leverage in respect of some long positions held overnight and we pay interest in respect of some short positions held overnight. Whether we will charge (or pay) interest, and the rate of the interest, will be agreed individually with you. The rate of interest offered to you may differ depending on whether you are Going Long or Going Short. CCC may make a profit from the difference in the interest offered to persons Going Long and the rate of interest offered to persons Going Short.

我方对一些隔夜多头持仓杠杆交易收取利息，并对一些隔夜空头头寸支付利息。不管我方是否将收取（或是支付）利息，利率将与贵方个别协商。我方向贵方提供的利率，将根据贵方是买空或卖空而有所不同。CCC 可从提供给买空者的利率与提供给卖空者的利率差额中获利。

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## 12 NEGATIVE BALANCES

## 负余额

We have negative balance protection in place on a per account basis (please be aware all negative balance adjustments will be made T+1 so there is a possibility your trading statement may reflect the pre adjustment figure);

我们对每个账户实施负余额保护（请注意所有负余额调整将为 T + 1，因此您的交易账单可能会反映预调整数字）；