



Web: <https://www.fyexacapital.com/>
Email: support@fyexacapital.com

Client Agreement

客户协议

The terms and conditions of Customer Agreement constitute a legal contract between Fyexa Capital Limited. (referred to herein as "Fyexa Capital" or "we"), and the party or parties (each referred to herein as a "Client" or "you") executing this agreement.

本客户协议的条款和条例构成 Fyexa Capital Limited. (以下称为“Fyexa Capital”或是“我们”或是“我司”) 和投资者 (以下称为“客户”或“您”) 之间的合同条款。

Fyexa Capital is regulated by the Anjouan Offshore Finance Authority, providing clients with foreign exchange, metals and contracts for difference trading facilities.

Fyexa Capital 接受安儒昂离岸金融管理局 (Anjouan Offshore Finance Authority) 监管, 向客户提供了外汇、贵金属和差价合约产品和服务。

This Agreement shall govern all trading activity and should be read carefully by yourself.

请仔细阅读本业务条款, 其中包含了与我司同意为客户提供服务的客户和 Fyexa Capital 的权力和义务的重要资料。

You warrant that all the information disclosed to us, the documentation provided and otherwise is true and accurate and that you undertake to inform us in mail should there be any changes to the information provided. Where copies of documents are provided either via mail, fax or using electronic means you warrant that the documents so supplied by you are true copies of originals.

请确保您发布给我司的信息是真实可靠的, 这其中包括您提供给我司的文件和其他信息。如信息有变, 请您以邮件形式告知我司。文件副本如果是通过电邮、传真等电子传输方式提供给我司, 意味着您保证经该种传输方式提供的文件是忠实于原件的。

A) TERMS AND CONDITIONS

协议条款

1. THE SERVICES WE WILL PROVIDE

我司提供的服务

We provide you with an execution only dealing service in foreign exchange, bullion contracts and contracts for differences in indices ("Contracts") offered by Fyexa Capital.

我司为您提供外汇、贵金属合约及指数的差价合约 (以下统称“合约”) 的交易服务性质为“仅执行”。

Both Fyexa Capital and the Client will enter into contracts as principal. You shall be directly and personally responsible for performing your obligations under every transaction entered into between us, whether you are dealing as principal directly or through an agent, or as agent for another person, and you shall indemnify us in respect of all liabilities, losses or costs of any kind or nature whatsoever which may be incurred by us as a direct or indirect result of any failure by you to perform any such obligation.



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所有合约不论买卖皆为您与我司之间，各为主体的交易。您应直接以个人名义负责，按我司之间的每宗交易所订，履行您的义务，不论您直接为交易主体或通过经纪人或作为其它人士的经纪人。您都须就因您未能履行该义务而直接或间接产生的任何负债、损失、及来自我司的任何费用向我司作出赔偿。

All orders placed and instructions given by you for the services will be subject to these terms.

All other terms and conditions which you may try to introduce under any order, confirmation of order or similar are excluded any of the services may be provided using the services of third parties, including our affiliates who may act as agents for us.

您为获取服务而发布的一切合约和指示，都要遵循这些条款。这些条款不包括您根据合约、合约确认书或类似文件而希望引入的条款。我司所提供的服务可能是来自第三方的服务，其中包括我司的代理所提供的服务。

The services may involve margined transactions, where the Client is required to deposit cash to secure performance of the Client's obligations under the contract. The Client acknowledges, recognizes and understands that all transactions are subject to and in accordance with the relevant Market Rules prevalent from time to time. In particular the Client acknowledges that Market Rules usually contain wide powers in an emergency or otherwise undesirable situation. 这些服务可能包含保证金交易，您需要存入规定的现金，来确保履行合约义务。您需要了解并同意，所有交易的进行都要依照即时市场准则进行。需要指出，市场准则通常包含当紧急和其他特殊情况发生时扩展权利的情况，您需要了解这一点。

We may amend, suspend and/or terminate any or all of the services at any time for any valid reason. Where reasonably practicable we will give advance notice of this but this may not always be possible and/or practical for business reasons.

出于合理原因，我司会随时更改、暂停终止所有服务。在进行上述操作前，如果可以联系到您，我司会提前告知您。在无法告知您的情况下，我司保留不承担任何责任的权利。

2. EXECUTION

仅执行交易服务之安排

Fyexa Capital will provide only an execution only dealing service; we will not provide investment advice to you. If we enter into a Contract with you this shall not be taken to mean that Fyexa Capital recommends, or concurs on the merits of, the Contract or that the Contract is suitable for you. Also, Fyexa Capital does not give any trading or market recommendations, advice or instructions in its communications.

请注意，我司并不会就特定交易的优点作出建议，当您就某合约发出交易指示时，我司合理地相信您并不预期得到该等建议，而您是以“仅执行”的性质进行交易。同时，Fyexa Capital 不会在交流过程中给您任何交易推荐、建议及指示。

3. CREDIT

信贷

Details of any credit arrangement that may be available to you shall be set out in and shall be



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subject to such terms and conditions and limits as may be agreed in separate correspondence.

Your credit limit should be no more than the total amount you are prepared to and can afford to lose. If any Contracts exceed the credit or any other limit placed upon your dealings, we may bring to an end all or any of the contracts pursuant to Term 4 in order to bring your liability back within the credit limit. We may at our absolute discretion extend additional credit to you if you fail to meet a margin call, but the availability and suitability of such credit will depend upon the outcome of our reassessment of your financial circumstances.

任何由我司提供给您的授信安排，需视乎经双方协商而定的所有条款、条件和限制，其细则将另函列出。

您的信用限额应该不超过您预算及能够承担的损失的总金额。如果您的合约超过了信用限额或任何其它交易限额，我司可按条款 4 所述终止全部或任何合约，以将您的负债维持在信用限额内。如您未能达到追加保证金要求，我司有绝对酌情权提高您的信用限额，但我司需视乎对您的财务状况重新评估的结果，以决定其可能性及适合性。

4. MARGINING ARRANGEMENTS

保证金安排

The client shall pay to Fyexa Capital on demand:

客户需按要求支付 Fyexa Capital 下列资金：

i) Such sums of money by way of deposits or as initial margin or variation margin as Fyexa Capital may require.

i) 我司要求您存入作为起始保证金及变动保证金之用的一定数额资金。

ii) Such sums of money as may from time to time be due to Fyexa Capital under a contract and such sums as may be required in or towards clearance of any debit.

ii) 我司根据合约，每隔一段时间要求您支付的，作为结算账户所欠账目的一定数额资金。

iii) Such sums of money as Fyexa Capital may from time to time require as security for the Client's obligations to Fyexa Capital. You may be required to make margin payments sufficient to meet the amount which, when a movement adverse to your contract has taken place, you would lose on the contract if it were brought to an end on the basis of our current quotation for the contract concerned. Our determination of the current market value and the amount of additional and/or variation margin shall be conclusive and shall not be challenged by you. The call for margin or extra margin will be made by any available means (telephone, fax or e-mail). If made by e-mail, it will be to your designated e-mail address and it will not in that case be confirmed by telephone or fax or letter, save in exceptional circumstances and then only in our absolute discretion.

iii) 每隔一段时间，Fyexa Capital 会要求您支付的，作为客户履约保证的一定数额资金。在与我司交易的过程中，除非另有协议，您必须在进行合约交易之前先将款项存入。当您持有的合约遇到市况逆转，您必须支付足够的保证金以应付该合约以实时市场报价计算而可能出现的亏损。我司对当前市场价值及追加保证金的金额，将为最终的依据及不得有任何争议。追加保证金或增加保证金的通知会以任何可使用的方法（电话、传真或电邮）向您发出。如果是通过电子邮件传达，会发到您指定的电子邮件地址，在这种情况下，我司将不再通过电话、传真或信函来确认，除非出现异常情况，我司有绝对酌情处理权。

Please note we will not accept any third party payments made in respect of funding your account.



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Similarly we will not pay out any funds from your account to any third parties.

请注意，我司拒绝任何由第三者支付的存款，同时我司拒绝客户转账或提款到第三者的账户。

If the client fails to provide any margin, deposit or other sum due in respect of any transaction

Fyexa Capital may close all open contracts without prior notice.

如果客户没能提供足够保证金，存款或其他对应的抵押品以维持客户未平仓合约，在避免客户面临更大程度损失的考虑下我司有权将您的未平仓合约部分或全部平仓而不会预先通知。

5. CHARGES AND COMMISSIONS

费用与佣金

We will agree with you before entering into any contract, the amount of our commission which will be shown on the statement sent to you. Commission rates shall be those prevailing at the time. Commissions and charges may be changed from time to time without prior notice to you.

We may have soft commission agreements in place. It is our policy to affect these where they are commercially efficient in accordance with market practice.

在您参与任何合约交易之前，我司会跟您就佣金的金额达成共识，并列于对账单上。佣金率应为当时所定的佣金率。所收取的佣金或会不时作出修订而不会作事先通知。我司或会有软性佣金协议安排。我司会按市场规律视乎其商业效率而使之生效。

6. INTEREST/ROLLOVER

利息

No interest will be credited in respect of any monies held on account or for margin payments, which will be held by us in a client bank account. A finance fee will be charged or credited to your account with us depending on the nature of the open positions you hold, the contract concerned and the rates of interest prevailing in that contract. When you open a contract position, we will calculate the amount of interest that would be earned on the money necessary to take out the relevant position in the underlying investment, at a rate notified to you in mail. While your Contract position remains open the amount of interest will be calculated and will accrue on a daily basis.

在我司的银行账户中运作的任何存款或保证金都不需支付利息。另外，根据您的持仓、相关合约及合约利息率的不同性质，可能从您的账户中扣除或向您的账户支付相应的财务费用。当您持有未平仓合约，我司会计算投资到其基础产品所涉资金所产生的利息，将相关利率以邮件通知您。当您持有未平仓合约，利息则会每日计算及滚存。

7. POSITION LIMIT

持仓限制

Fyexa Capital reserves the right to limit the number of positions which may be opened or maintained by the Client in his account. We also reserve the right to decline to accept any additional orders after the limit has been exceeded, and to liquidate all or part of the surpassed positions there after. 我司保留权利在任何指定的时间限制您账户内的净持仓量，不论多仓或空仓，由我司酌情处理。当净持仓量的上限到达后，我司有权拒绝开立新的合同，我司有权酌情把超过净持仓量上限的合约平仓。



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8. EXCLUSION OF LIABILITY

免责声明

No claim shall be made against Fyexa Capital or any associated company of us or any employee of us to recover any loss or damage which you may suffer or incur by reason of the carrying out by us of our obligations under this agreement provided that such loss or damage does not arise from the negligence or willful default of Fyexa Capital, its associates or employees.

如非因为我司的过失或故意违反而导致或我司在根据协议履行责任的过程中导致您损失，您都无权要求我司或任何我司的联营公司或雇员赔偿。

9. AUTHORISATION AND OTHER COMMUNICATIONS

授权和其它通信

Except where you expressly instruct us otherwise, we shall be entitled to rely on and act in accordance with any instructions, requests and notices (whether or not in mail and howsoever communicated) given or purported to be given by any individual or person who purports to be or is reasonably believed by us to be an agent, attorney or otherwise authorized by you. We may in our absolute discretion and without explanation to you refuse to act upon any instruction, particularly if we believe that it may not be practical or acting on the instruction would in our opinion infringe any law, rule, regulation or condition of this agreement or, in the case of instructions received from an agent if we reasonably believe that such agent may be acting in excess of his authority.

除非您另外明确地指示我司，否则我司将有权信任自称或使我司合理地相信是您的代理人的任何个体或人士，授权人或您以其它方式授权的人，所给予或自称受其给予的指示，要求，及通知（不论是以邮件或任何通讯形式），而作出相应的行动。我司有绝对酌情权亦无须向您解释，可拒绝任何我司认为不可行的，或违反法例、条例、监管或本协议内的条款的，或由您的代理人发出但我司认为已超越其权限的指示，作出相应的行动。

Additional dealing procedures may be provided by us to you from time to time none of which form part of this agreement.

我司会不时向您提示额外的交易程序，但不应将之视作本协议的一部分。

If at any time you are unable for whatever reason, to communicate with us we shall not be responsible for any loss, damage or cost caused to you by any act, error, delay or omission resulting there from where such loss, damage or cost is a result of your inability to enter into a transaction, and except where your inability to instruct us or communicate with us results from our fraud, willful default or gross negligence, be responsible for any loss, damage or cost caused to you by any act error or omission or delay resulting there from including without limitation, where such loss, damage or cost is a result of your inability to close a transaction.

无论基于任何理由，任何时候您无法与我司保持联系，我司将不会为因任何行动、错失、延误、疏忽而使您未能开始某项交易而蒙受损失，损害或成本负责。不会为因任何行动、错失、延误、疏忽而使您未能结束某项交易而蒙受损失，损害或成本负责；除非我司因诈骗、故意违反或严重过失，而导致您未能向我司指示。

You acknowledge and agree that any instruction and communication transmitted by you or on your behalf is made at your risk and you authorized us to rely and act on, and treat as fully



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authorized and binding upon you, any instruction (whether or not in mail) which we believe in good faith to have been given by you or on your behalf by any agent or intermediary whom we believe in good faith to have been duly authorized by you.

您确认并同意须为您或以您名义发出的任何指示承担风险。您并授权我司对任何我司诚意相信由您或您的代理人以您名义，或我司诚意相信为您适当地授权的中介人所发出的指示，可信任及作相应行动，及视作被授以全权及具法律约束力的。

You agree that we may record all telephone conversations between you and us and that we may use such recordings or transcripts from such recordings, as evidence in any dispute or anticipated dispute between you and us.

您同意我司记录所有通话记录，作为可能产生的纠纷的证明。

10. CHANGES IN TERMS

更改条款

These terms and conditions are subject to change at any time by us sending you a written notice describing the relevant change(s). Such change(s) will become effective on a date specified in the notice which will be at least 10 days after the date on which the notice is deemed to be received by you. No such change will affect any legal rights or obligations which may previously have accrued to or been incurred by you or us.

本协议的条款和条件可能在任何时候作出更改，我司会以邮件形式通知您有关更改的细节。这些更改事项至少会在我司通知您 10 天后开始生效，生效日期将会在通知中特别声明。这些更改并不会影响我司和您之间原有的法律权利和义务。

11. STOP AND LIMIT ORDERS

止损和限价指令

We may in our absolute discretion accept an instruction (a "stop order" or "limit order") from you to open or close any Contract when our quote in respect of the relevant investment, or (as the case may be) an underlying market quotation relating thereto, reaches or goes beyond a level specified by you. You may specify that such an instruction is to apply for a limited duration or for an indefinite period (a "Good Till Cancelled" or "GTC" order). If we accept a Stop or Limit Order then, when the level of our current quote or (as the case may be) the relevant market quotation relating thereto reaches or goes beyond the level of your Stop or Limit Order, provided that the conditions in this paragraph are satisfied your instruction will be executed automatically at the level of your Stop or Limit Order. You acknowledge that where the underlying market is moving rapidly our quote may have gone beyond the level of your Stop or Limit Order by the time your order is executed.

我司有绝对酌情权接受您的指示（“止损”或“限价”指示）以开始或结束任何合约，如果有关产品的报价或（在某些情况下）其相关资产的市场价格已达到或超过您所设定的水平。您可设定该指示只适用于某个期限或不设期限（即“有效直到取消”指示）。如果我司接受了您的止损或限价指示，当有关产品的报价或（在某些情况下）其相关资产的市场价格已达到或超过您的止损或限价指示所设定的水平时，在符合本段所述的条件下，您的止损或限价指示会在所设定的水平自动执行。

Limit Order by the time your order is executed. You may with our prior consent (and such



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consent will not be unreasonably withheld) cancel or amend the level of Stop or Limit Order at any time before our quote or the relevant market quotation reaches or goes beyond the relevant level. However, once the level has been reached you may not cancel or amend the level of order. If you enter into any Contract and place a Stop or Limit Order which, when executed, would be capable of closing or partly closing such Contract and you subsequently instruct us to close that Contract, or any part of it prior to the level of the Stop or Limit Order being reached, it is your responsibility to cancel the Stop or Limit Order if you do not want the order to remain valid. If you close your original Contract and fail to cancel the Stop or Limit Order we shall be entitled in our absolute discretion to treat the Stop or Limit Order as an instruction to enter into a new Contract for you once our quote or (as the case may be) the relevant market quotation reaches or goes beyond the level of the Stop or Limit Order.

您应了解市场价格瞬息万变，当您的指令在执行过程中，我司的报价很可能已经超过了您之前的止损或限价指令的设定价格，因此在出现这种情况之前，您可在得到我司事先同意后（我司不会无故不同意），在我司的报价或其相关市场价格达到您所设定的水平之前的任何时间，取消或修改止损或限价指示的水平。但是，一旦达到设定的价格，您便不能再取消或修改指令价格。如您发出的止损或限价指示，使其在执行时会结束您持有的某些合约的全部或部分时，但其后在达到止损或限价指示设定的水平之前，您另行指示我司将该合约的全部或部分平仓；如您不想该止损或限价指示继续有效，您有责任自行将其取消。如您已将该合约平仓而没有取消该止损或限价指示，当我司的报价或（在某些情况下）相关的市场报价达到或超过该止损或限价指示所订的水平时，我司将享有绝对酌情权将该止损或限价指示视为您要开始新合约的指示。

The conditions referred to in this paragraph are as follows:

本段所指的条件如下：

- When you instruct us to close part but not all of a Contract entered into, both the part of the Contract which you instruct us to close and the part which would remain open if we carried out your instruction must not be smaller than the minimum size advised by us to you from time to time;
- 当您指示我司结束部分而不是全部之前的合约时，一旦我司执行您的指令，无论是您指示我司结束的部分还是仍然保持未平仓状态的部分，其数量都不能小于我司指定的最小单位；
- A Force Majeure Event must not have occurred;
- 并无发生不可抗力的事件；
- When you instruct us to open a Contract you must not have committed a material default;
- 当您指示我司开始某合约时，您必须没有实质的违约行为；
- The telephone or internet conversation in which you instruct us to open or close the Contract must not be terminated as a result of circumstances beyond our reasonable control before we have confirmed that your instruction has been executed by us;
- 当您使用电话或互联网通讯指示我司开始或结束合约时，通讯不能在我司确定您的指示被执行前，因为某些超出我司控制的情况而被中断；
- When you instruct us to open any Contract, the opening of the Contract must not result in your exceeding any credit or other limit placed upon your dealing;



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- 当您指示我司开始合约时, 不能因此出现您超过信用限制或其它交易限制;
 - The instruction must be given to us during normal trading hours for the investment in respect of which you instruct us to open or close the Contract.
- 当您向我司发出开始或结束合约的指示时, 该指示必须于相关产品的正常交易时段内发出。

12. SINGLE AGREEMENT

单一协议

Each Contract and all other transactions entered into between us and you under this agreement will be entered into in consideration of each other and constitute a single agreement between us and you.

在本协议下, 我司与您之间为己方利益而参与的所有合同及其它交易将构成我司与您之间的单一协议。

13. STATEMENTS

对账单

Monthly statements of your account shall be sent by us to your email. Please ensure that you verify the contents of each document received from us. Such documents shall, in the absence of manifest error be conclusive unless you notify us in mail to the contrary within two working days of receiving such documents.

每个月的账户报表会以邮件方式发送。请确认每个我司发送给您的文件内容。如在我司发送账户报表给您的 2 个工作日内, 您没有以电邮方式提出异议, 则该账户报表即被视为最终单据。

14. TERMINATION

终止

This agreement shall continue and be in effect until terminated by either party. Fyexa Capital may, at its sole discretion and at any time, terminate this agreement, with such termination taking effect on the date on which termination notice has been given and payments made to the Client. The Client may terminate this agreement by giving written notice which will be effective upon receipt of the notice or, if it is received or deemed to be received on a day which is not a business day then the first business day thereafter. Termination will not affect any legal rights or obligations that may have accrued. In termination we will liquidate any outstanding Contracts. The balance in your account at termination shall be repaid to you not later than three working days after the agreement terminates.

您或我司皆可以邮件通知终止本协议, 并于该通知收到时生效; 如收到当日为非工作日, 则下一个工作日起生效。该终止不会影响累计的任何法律权利或义务。当终止时, 我司会将所有未平仓合约结算。您账户在终止时的余额会于协议终止后的 3 个工作日内退还给您。

15. NOTICES

通知

Any written notice, instruction, demand, acknowledgement or request to be given hereunder or any contract shall be in mail and shall be given by email in our case to our email and in your



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case to the email address last notified by you to us. If you or we wish to change the email address for communication, we shall each give to the other no less than three days' notice in mail of the change desired. Notices addressed as provided above shall be deemed to have been duly given when dispatched (in the case of email), three (3) days after posting, provided that notices to us shall be effective only upon their actual receipt by us. In each of the above cases any notice received on a non-working day or after business hours in the country of receipt shall be deemed to be given on the next following working day in such country.

在本协议下的邮件通知、要求、确认、请求或任何邮件形式的合同，对我司而言，需以电邮方式发送到我司的邮件地址，对您而言，发送到您最后通知我司的电邮地址。如您或我司有意更改邮件地址，需在不少于 3 天前以上述方式发出通知；当已发出（在以电邮的情况），在发出后 3 天，应被视为已恰当地给予；如果该通知是给予我司的，则只会在我司正式收妥时始生效。在上述的情况下，如收到任何通知的时间在当地是非工作日，或已超过办公时间，该通知应被视为于当地的下一个工作日给予。

16. GOVERNING LAWS

法律监管

The terms of this client agreement, and the rights and obligations of the clients hereto, shall be governed by, construed and enforced in all respects by the laws of Anjouan. Clients, in order to induce Fyexa Capital to accept these terms, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, hereby agrees that any judicial, administrative action or proceeding, including, but not limited to, arbitration arising directly or indirectly here under or in connection with the transactions contemplated hereby, whether brought by Client or Fyexa Capital, shall be held, at the sole discretion of Fyexa Capital, within Anjouan. Clients consents and submits to, and waives any and all objections Client may have to such venue, and further agrees to waive and forego any right Client may have to transfer or change the venue of any action or proceeding encompassed hereby.

客户协议条款以及相关客户权利和义务将由安儒昂离岸法律全面监督，解释并执行。为了督促 Fyexa Capital 接受这些条款，以及出于其他善意的有价值的考虑，接受此公认条款，意味著客户接受并同意任何司法以及行政行为，包括但不仅限于直接或间接引起的以下仲裁行为或与在莫埃利境内涉及的由客户或 Fyexa Capital 引起的相关联的交易，均由 Fyexa Capital 全权负责并处理。客户同意并遵守或放弃所有在莫埃利境内反对的权利，并同意放弃在其他地域执行此行为的权利。

17. RISK DISCLOSURE

风险披露

You should not deal in these products or engage any of these services unless you understand the nature and the exposure to risk. You should also be satisfied that the product is suitable for you in light of your circumstances and financial position. Different instruments involve different levels of exposure to risk, and in deciding whether to trade in such instruments you should be aware of the following factors concerning trading the derivatives products in Fyexa Capital.
除非您了解所签订的合约的性质以及所面临的风险程序，否则不应该贸然进行这些衍生产品的交易。您应根据本身的条件与财务状况，自行衡量该产品是否适合进行投资。不同的产品所面临的风险亦不同，决定哪一类产品适合投资时您应清楚地了解以下可以影响衍生产品的交易风险因素。



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Fyexa Capital does not claim any account information to customers, please safekeeping your account and password, and ensure that any of your transactions are motivated by your willingness.

Fyexa Capital 任何人员都不会向客户索取您的账户信息, 请您妥善保管您的账户及密码, 并确保您的任何交易行为都出于您的自愿。

Fyexa Capital does not provide any investment advice, and will not help customers to trade any product. Any opinions, news, analyses, prices or other information contained on Fyexa Capital website are provided as general market commentary and do not constitute investment advice, and not to persuade or recommend customer to buy or sell any over-the-counter products or other financial products.

Fyexa Capital 不提供任何投资建议, 也不会帮助客户交易任何产品。 Fyexa Capital 官网包含的所有观点、新闻、分析、报价或其他信息仅为一般市场评论, 并非构成投资建议, 也并非劝诱或推荐您买入或卖出任何场外产品或其他金融产品。

A. FUTURES

期货

Transactions in futures involve the obligation to make, or take delivery of the underlying asset of the contract at a future date, or in some cases to settle your position with cash. They carry a high degree of risk. The “gearing” or “leverage” often obtainable in futures trading means that a small deposit or down payment can lead to large losses as well as gains. It also means that a relatively small market movement can lead to a proportionally much larger movement in the value of your investment, and this can work against you as well as for you. Futures transactions have a contingent liability and you should be aware of the implications of this, in particular the margining requirements.

期货交易涉及在未来的一个日期将合约的相关资产的交收义务; 或在某些情况, 以现金结算。此类交易存在高度风险。在期货交易中往往得到“杠杆效应”, 代表以小量的存款或订金可导致重大的损失或收益。这亦可理解为一些相对小型的市场波动可引致您的投资价值上远远较大比例的波动, 而这波动可能对您不利或有利。期货交易存在或然责任, 您亦对此含意有所警觉, 特别在保证金要求方面。

B. CONTRACTS FOR DIFFERENCE

差价合约

Futures and Options contracts can also be referred to as contracts for difference. These can be options and/or futures on the FTSE 100 index or any other index or share, commodity or currency. However, unlike other futures and options, these contracts can only be settled in cash. Investing in contracts for difference carries the same risks as investing in a future or an option and you should be aware of these as set out in paragraphs A respectively. Transactions in contracts for difference may also have a contingent liability and you should be aware of the implications of this.

期货及期权合约皆可被视为差价合约。金融时报 100 指数或其它指数或股份、商品、外汇的期货及期权皆可作差价合约。但与其它期货及期权不同之处, 差价合约只作现金结算。投资差价合约与投资期货或期权存在同等风险, 您应注意上述 A 段所列的风险。差价合约交易也许包含或然责任, 而您亦应对此含意有所警觉。



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18. INTERNET DEALING

网上交易

You acknowledge that the internet is, due to unpredictable traffic congestion and other reasons, an inherently unreliable medium of communication and that such unreliability is beyond our control;

由于不可预知的信息传输拥塞及其他因素，互联网自身是一种有风险的通讯媒介，这种风险不在我司的控制范围；

Trading on the internet is not instantaneous and several seconds may elapse between the time when you give your order via the internet to us and the time when it is received by us, in which time the market may have moved and your order may be implemented at a different value from that when you initiated the order on your PC;

网上交易存在延时，当您通过网络下达交易指令到我司接受到您的交易指令时，在短暂的瞬间内，市场行情已经有所变化，您的交易将会以一个不同于您最初在您计算机终端发出的交易价格的价位执行；

We reserve the right not to execute an order by you until it has been received by us;
在没有收到您的交易指令之前，我司保留拒绝您执行交易指令的权利；

We shall not be liable for any loss, expense, cost or liability (including consequential loss) suffered or incurred by you as a result of instructions being given or any other communications being made via e-mail or via the internet;

我司将不会对您通过电子邮件或网络下达的交易指令所造成或导致的任何损失、费用、成本、负债（包括持续的损失）负责；

You will solely be responsible for all orders and for the accuracy of all information sent via the internet using your name or personal identification number;

您必须为您的用户名或者身份证号码通过网络发送的所有交易及相关信息的准确性负责；

You further acknowledge and agree that there are risks of misunderstandings or errors in any communication and that such risks shall be absolutely borne by you;

由于诸多沟通误解和沟通失误所造成的风险由您个人承担；

You acknowledge and agree that it shall not usually be possible to cancel an instruction after it has been given;

您同意您的交易指令一旦下达，该交易指令通常将不可能被取消；

The time shown by our electronic logging system and the information contained on our server shall be conclusive between us as to the exact time of receipt of any messages or order and as to the accuracy of the information.

显示在 Fyexa Capital 电子登陆系统上的时间及系统中包含的信息将会是我们之间校对任何收据信息的确切时间及信息的准确性的决定性参考依据。



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19. FORCE MAJEURE EVENTS

不可抗拒的事件

We may in our reasonable opinion, determine that an emergency or an exceptional market condition exists (a "Force Majeure Event"). A Force Majeure Event shall include, but is not limited to, the following:

在合理解释的前提下, 我们可能会认定某个紧急状态或是某个一场市场情况（我们称之为“不可抗拒的”事情）的存在。不可抗拒的事件可能包括但不完全限于下列情况：

- Any act, event or occurrence (including without limitation any strike, riot or civil commotion, hostilities, foreign intervention, governmental actions, natural disaster, Act of God, an interruption of power supply or electronic or communication equipment failure) which, in our opinion, prevents us from maintaining an orderly market in one or more of the investments in respect of which we ordinarily deal in Contracts;
- 罢工、暴乱或骚乱、敌对、国外干预、政府行动、自然灾害、朝拜运动、电力供应中断或电路及通讯设施损毁。这些情况下, 我们认为无法按照合同约定在一个或更多投资地维持正常交易；
- The suspension or closure of any market or the abandonment or failure of any event upon which we base, or to which we in any way relate our quote, or the imposition of limits or special or unusual terms on the trading in any such market or in any such event;
- 运营中止或关闭的市场, 或是任何其他涉及我们的搁置或失败的事件, 以及在此事件或市场中强加的限制或特殊、非正常的贸易条款；
- The occurrence of any excessive movement in the level of any Contract and/or the underlying market or our anticipation (acting reasonably) of the occurrence of such movements.
- 发生任何超出合同规定的和/或基础市场限度的过度行为, 或是我们预料到的（合理发生的）此类事件。

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

一旦认定某一事件为不可抗拒的事件, 我们可能将在不告知客户的情况下, 慎重采取下列一到多步措施：

- Increase your deposit requirements;
- 提高您的存款准备金；
- Close any or all of your open Contracts at such closing level as we reasonably believe to be appropriate;
- 在合理情况下, 我们会终止您的一个或所有已开立交易合约；
- Suspend or modify the application of all or any of the terms of this agreement to the extent that the Force Majeure Event makes it impossible or impractical for us to comply with the term or terms in question;
- 本条款的终止或调整, 或是不可抗拒的事件导致我们无法正常或完全无法履行该条款的相关内容；
- Alter the last time for trading for a particular Contract;
- 由于特定条款而该改变最后交易时间；



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- Take or omit to take all such other actions as we deem to be reasonably appropriate in the circumstances having to our position, your position and the positions of the other customers.
- 处于对我们和您还有其他客户利益的考虑，其它包括在上述情况或不在上述情况之列的情况，我们将视情况合理而定。

In the event of the above events, Fyexa Capital shall not be liable to the Client for any claims, losses, damage, costs and expenses, including lawyer's fees, arising directly or indirectly out of such events.

倘若出现上述事件，Fyexa Capital 将不承担由此事件产生的索赔、损失、损毁、花销，包括律师费在内的费用。

20. ENTRY INTO FORCE

条款生效

This Agreement shall not be deemed accepted by Fyexa Capital and shall not become a binding contract between the Client and Fyexa Capital until the Agreement and the Customer Account Application, including all relevant annexes, have been completed and executed by the Client and received and accepted by Fyexa Capital, a notice whereof shall be given to the Customer.

这份协议书，只有在收到全部客户的开户资料并通过审核后，才能正式生效。Fyexa Capital 将会及时跟您确认。

21. RISK WARNING & DISCLAIMER

风险警告及免责声明

The facilities we provide are available only to experienced investors with sufficient financial resources to trade in our investment products. The following statements are intended to make you aware of and disclose to you the potential risk and loss in respect to the trading on the financial markets. You must familiarize yourself with the nature of CFD trading, the terminology used and the procedures involved before you enter into any contract. Our rolling spot contracts and CFDs are based on highly leveraged margin trading; as with any derivative instrument, such contracts carry a very high degree of risk and trading such instruments may expose the investor to substantial losses as well as gains. The gearing and leverage that is obtainable with CFD trading means that you only need to place a small deposit to commence trading with us although this small deposit may result in large losses or large gains. You must consider that if the market moves against you, you may sustain a total loss greater than the funds deposited. It is your responsibility to ensure that you are fully aware all these risks before enter into any contract.

我们只接受有一定投资经验和财政状况良好的客户。以下声明列出了您在金融市场投资时可能面临的潜在风险和亏损。在做任何买卖前您必须了解差价合约的交易性质。我司的现货及差价合约均以高杠杆保证金为基础；正如任何衍生投资工具，该等合约涉及较高风险。您必须了解，使用该投资工具可能令您遭受巨额亏损或获得巨大回报。

If you have any questions about this Agreement or the nature and suitability of the services we



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provide, please contact us before commencing any activity on your account. We will assume that, on commencement of business, you are satisfied that all terms relating to your facility with us have been fully understood and accepted by you. We will assess your application from the information available to us and in particular the responses you have given in completing the Customer Information Sheet; if you are accepted as a customer it will be on such a basis. Accordingly, we will classify you as a private customer. You should not proceed with this arrangement unless you have carefully considered that it is appropriate for you and are satisfied with these terms. Investors should note that to protect their interests, we may set zero stop orders where no client order has been placed to minimize losses. In this event, clients cannot lose more than their initial commitment.

若您对此协议及我们提供的服务有任何疑问和建议, 请在开设账户之前与我们联系, 否则视为您接受该协议。我司相信本页所作之陈述及所发表之观点准确无误。在可能的范围内, Fyexa Capital 并不就该等陈述及观点所出现的任何错误或遗漏承担任何责任。

22. CONFLICTS OF INTEREST

利益冲突

We provide herewith a summary of the policy we maintain in order to manage conflicts of interest in respect of the duties we owe to our clients.

本着对客户负责的态度, 我们制定该条款, 用来处理利益冲突事件。我们努力建立、维系和运用有效的行政管理模式来最大化地、合理地解决利益冲突, 努力避免因利益冲突而给我们客户造成不必要的物质损失。

GENERAL

基本信息

A conflict of interest can arise between Fyexa Capital and you as a client or between your interests and those of another client of ours. We aim to establish and maintain and operate effective organizational and administrative arrangements with a view to taking all reasonable steps to prevent conflicts of interest from constituting or giving rise to a material risk of damage to the interests of our clients.

对于 Fyexa Capital 与客户或者您与其他客户之间的利益冲突, 我司会建立巩固一套可以高效运作的管理系统, 通过一切合理可行的措施预防因利益冲突对客户利益造成实际伤害。

OUR POLICY

政策概述

We aim to keep a record of the kinds of activity we carry on in which a material conflict could arise or has arisen, and, in doing so we take account of the activities of other members of our group of companies. We also maintain procedures to maintain appropriate independence between members of our staff who are involved in different activities, for example, through the operation of information barriers, the segregation of duties and responsibilities and maintenance of a policy of independence which requires our staff, when providing services to a client, to act in the best interests of the client and to disregard any conflicts of interest; and, in some circumstances declining to act for a client or potential client.

我们会对预知的或已发生的物质冲突事件进行记录, 并对参与此事件的其他员工的活动进行记录。此类事



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件中，我们也会采取措施确保参与其中的员工之间独立行事，例如信息隔离、职责分割等。我们也会确保一项条款的独立性，用来约束员工行为，确保他们在为客户提供服务时，从客户的利益出发，不受利益纠纷的影响。某些情况下，我们也会不干预客户或潜在客户的行为。

DISCLOSURE GENERAL

信息透露概述

Where our arrangements to manage conflicts are not or cannot be sufficient to be reasonably confident that risks of damage to a client's interest will be prevented we aim to disclose the general nature and/or sources of conflicts before carrying on business for the client. This is to allow the client to consider whether to ask for more information and whether to continue with the service; we do not aim to provide detailed, highly specific or comprehensive information.

在同客户开展业务前，我们一直努力避免可能损害客户利益的因素和诱因。然而，我们并不能保证完全避免此种事情的发生，并且对于发生利益冲突后的处理办法，也无法完全保证它的有效性。在这种情况下，客户可以要求了解更多信息，决定是否继续交易服务。

GIFT AND HOSPITALITY

赠品和友好接待

We do not prohibit our staff from receiving small gifts and minor hospitality from other parties with which we do business but only where in the opinion of a director or senior manager it is at a level that is not lavish or excessive and only where it will not impair our duty to act in the best interests of our clients or other legal or regulatory obligations.

在合理范围内，我们允许员工接受交易伙伴方的小份礼品和友好接待。这里指的合理范围包括：在董事会或高级主管允许的行为范围内的，不对我们履行保护客户利益职责构成威胁的，在法律法规或监管条例内的收受行为。

23. FORCED LIQUIDATION CONDITION

强制平仓条件

All the trading accounts opened in Fyexa Capital, the system will automatically sounds when the margin level is less than 50%, then customers need additional margin to avoid forced liquidation, when the margin level is less than 30%, the system will start gradually forced liquidation in accordance with the order of the maximum amount of the loss, until the trading account margin level back to more than 30%.

所有在 Fyexa Capital 开立的交易账户，当预付款比例低于 50% 时系统自动警报，这时客户需追加保证金以避免被强制平仓，当预付款比例低于 30% 时系统将按照订单亏损金额最大的开始逐渐强制平仓，直到交易账户预付款比例恢复至 30% 以上。

B) ONLINE TRADING AGREEMENT

在线交易协议

This Agreement sets forth the terms and conditions under which Fyexa Capital shall permit you as our client to have access to one or more terminals, including terminal access through your internet browser, for the electronic transmission of orders and/or transactions, for your accounts with Fyexa Capital. This Agreement also sets forth the terms and conditions under which



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Fyexa Capital shall permit you electronically to monitor the activity, orders and/or transactions in your account (collectively, the “Online Service”). For purposes of this Agreement the term “Online Service” includes all software and communications links and in consideration thereof, Client agrees to the following:

该协议条款是经 Fyexa Capital Limited. (以下简称“Fyexa Capital”) 签署的条款。签署协议的客户可以使用一个或多个客户终端进行交易。该协议所指之“在线交易服务”应包含所有的软件和通讯设施接入，协议客户须同意如下事项：

1. LICENCE GRANT AND RIGHT OF USE

许可证的颁发和使用权

By this Agreement, where Fyexa Capital is supplying the Client with software for use with the Online Service, the Client undertakes to use the software solely for his/her own internal business purposes. Neither the software nor the Online Service may be used to provide third party training or as a service bureau for any third parties. The Client agrees to use the Online Service and the software strictly in accordance with the terms and conditions of Fyexa Capital Account Opening Documentation, as amended from time to time. The Client also agrees to be bound by any rules, procedures and conditions established by Fyexa Capital concerning the use of the Online Service provided by Fyexa Capital.

依此协议，Fyexa Capital 提供给客户用来进行在线交易服务的软件，只能用来进行内部交易。该软件和网上交易服务系统不得提供给任何第三方使用。客户应在本客户协议书（会按需要不断更新）规定的范围内使用该软件或系统，并遵守 Fyexa Capital 关于在线交易服务所制定的任何条例、程序和政策。

2. ACCESSES AND SECURITY

使用权限和安全规定

Subject to prevailing market conditions and applicable rules and regulations. Fyexa Capital consent to Client's access and use in reliance upon his/her having adopted procedures to prevent unauthorized access to and use of the Online Service, and in any event, the Client agrees to any financial liability for trades executed through the Online Service. The Client acknowledges, represents and warrants that:

在线交易服务系统可能被用于传输、接收和确认订单的执行情况，受现行市场情况和条款、条例影响。

Fyexa Capital 给予客户系统使用权，并积极采取措施阻止不明身份者登录和使用在线交易服务系统，保障客户交易安全。客户须同意以下规定：

- a) He/She has received a number, code or other sequence, which provides access to the Online Service (“the Password”);
 - a) 客户开户成功后即收到登录交易系统的登入账号和密码；
- b) He/She is the sole and exclusive owner of the Password;
 - b) 客户是该密码的唯一持有人；
- c) He/She is the sole and exclusive owner of any identification number or login number (“the Login”);
 - c) 客户是登入账号的唯一持有人；



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- d) He/She accepts full responsibility for use and protections of the Password and the Login as well as for any transaction occurring in an account opened, held or accessed through the Login and/or Password.
- d) 客户对密码和登入账号的使用和安全负责。

The Client accepts responsibility for the monitoring of his/her account(s). The Client will immediately notify Fyexa Capital in mail if He/She becomes aware of any of the following:
如发生以下情况, 客户需及时以邮件形式告知 Fyexa Capital:

- a) Any loss, theft or unauthorized use of his/her Password(s), Login and/or account number(s);
a) 客户个人密码、登入账号或其他有关的账户密码的丢失、被盗、盗用等;
- b) Any failure by him/her to receive a message indicating that an order was received and/or executed;
b) 能收到交易指令被执行的信息等;
- c) Any failure by him/her to receive an accurate confirmation of an execution;
c) 未能收到交易操作的确认;
- d) Any receipt of confirmation of an order and/or execution, which he/she did not place;
d) 客户没有发出指令, 却收到某一指令的执行或确认;
- e) Any inaccurate information in his/her account balances, positions, or transaction history.
e) 客户账户内的存款取款或交易情况出现错误。

3. RISKS OF ONLINE TRADING

在线交易风险

The Client's access to the Online Service, or any portion thereof, may be restricted or unavailable during periods of peak demands, extreme market volatility, systems upgrades or other reasons. Fyexa Capital makes no express or implied representations or warranties to the Client regarding the usability, condition or operation thereof. Fyexa Capital does not warrant that access to or use of the Online Service will be uninterrupted or error free or that the Online Service will meet any particular criteria of performance or quality.

在用户申请高峰、市场剧烈震荡、系统升级或其他情况下, 客户登入使用在线交易服务系统可能会受限制或无法登入。鉴于此, Fyexa Capital 可能无法给予客户在使用操作该系统方面以明确的解释、答复或承诺。 Fyexa Capital 不能保证在线交易服务系统在特殊情况下时刻正常运行, 不受干扰。

Since Fyexa Capital does not control signal power its reception or routing via internet, configuration of your equipment or reliability of its connection, we cannot be responsible for communication failure, distortions or delays when trading online via internet.

由于 Fyexa Capital 无法控制信号传输强弱、网上信息接收、传输路径以及您的设备配置和其连接的稳定性, 当客户使用在线交易时, 可能会出现通信失败, 失真或延迟等情况。在此情况下, Fyexa Capital 不承担责任。



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Under no circumstances including negligence, shall Fyexa Capital or anyone else involved in creating, producing, delivering or managing the Online Service be liable for any direct, indirect, incidental, special or consequential damages that result from the use of or inability to use the Online Service, or out of any breach of any warranty, including, without limitation, those for business interruption or loss of profits.

由于使用或无法使用在线交易服务系统，造成的任何直接的、间接的、偶然的、特殊的一切损失，Fyexa Capital 和其他任何参与创建、构造、传播或管理在线交易服务平台的个人或组织将不负任何责任。

The Client expressly agrees that his/her use of the Online Service is of his/her sole risk. The Client assumes full responsibility and risk of loss resulting from use of, or materials obtained through the Online Service. Neither Fyexa Capital or other suppliers providing data, information, or services, warrant that the Online Service will be uninterrupted or error free; nor does Fyexa Capital make any warranty as to the results that may be obtained from the use of the Online Service or as to the timeliness, sequence, accuracy, completeness, reliability or content of any information, service, or transaction provided through the Online Service.

客户须同意使用在线交易系统进行交易是存在风险的，且风险要由客户自己来承担。客户要对使用在线交易服务，或是利用在线交易服务系统获取材料时的损失风险负全责。Fyexa Capital 和提供数据、信息服务的供应商，都不承诺在线交易服务系统不会中断或出现信息错误。Fyexa Capital 也不能担保使用在线交易服务系统所提供的信息、服务、交易的时效性、序列性、准确性、完整性、可靠性。

4. MARKET DATA AND INFORMATION

市场数据和信息

Neither Fyexa Capital nor any provider shall be liable in any way to the Client or to any other person for:

Fyexa Capital 和其他任何服务提供商在以下情况下，均不对客户和其他用户负责：

a) Any inaccuracy, error or delay in, or omission of any such data, information or message or the transmission or delivery of any such data, information or message;

a) 任何错误、篡改、疏漏数据、信息、消息的出现或传输等；

b) Any loss or damage arising from or occasioned by any such inaccuracy, error, delay, omission, non performance, interruption in any such data, information or message, due either to any negligent act or omission or to any condition of force majeure or any other cause, whether or not within Fyexa Capital or any provider's control. Fyexa Capital shall not be deemed to have received any order or communication transmitted electronically by the Client until Fyexa Capital has actual knowledge of such order or communication. Additionally, if a client executed a trade at a price which at the time the trade was executed was wrong and/or delayed from the actual market price then Fyexa Capital may cancel that trade from the Client's account and the Investment shall remain harmless of any damages or costs arising thereof.

b) 由于疏忽，不可抗力事件或其他不在 Fyexa Capital 控制范围的事件，出现数据、信息或消息的错误、篡改、遗漏、未做处理和传输中断情况而造成损失和破坏。Fyexa Capital 不承认收到客户经电子传输的任何订单，除非 Fyexa Capital 已经将这次订单的确认通过电子通讯发给客户。此外，如果发现某客户以同市场价格不符的价格进行交易，Fyexa Capital 可能会从客户账户取消该笔交易，Fyexa Capital 对取消该笔错价交易所带来的给客户的可能费用或损亏不负责任。



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5. REPRESENTATIONS

陈述

The Client acknowledges that from time to time, and for any reason, the Online Service may not be operational or otherwise unavailable for his/her use due to servicing, hardware malfunction, software defect, service or transmission interruption or other cause, and he/she agrees to hold Fyexa Capital and any provider harmless from liability of any damage which results from the unavailability of the Online Service. The Client acknowledges that he/she has alternative arrangements, which will remain in place for the transmission and execution of his/her orders, in the event, for any reason, circumstances prevent the transmission and execution of all, or any portion of his/her orders through the Online Service.

客户需承认，由于维修、硬件故障、软件缺陷、服务或传输中断等原因，在线交易服务系统可能无法正常操作或停止服务。在此情况下，客户承认 Fyexa Capital 和任何其他服务提供商不承担责任。客户承认，已获得并了解另外的通讯安排，当在线交易服务系统或网上通讯无法正常传输信息及操作时，能够维持交易。

The Client represents and warrants that he/she is fully authorized to enter into this Agreement and under no legal disability which prevents him/her from trading, and that he/she shall remain in compliance with all laws, rules and regulations applicable to his/her business. The Client agrees that he/she is familiar with and will abide by any rules or procedure adopted by Fyexa Capital and any provider in connection with use of the Online Service and he/she has provided necessary training in its use. The Client shall not (and shall not permit any third party) to copy, use, analyze, modify, decompile, disassemble, reverse engineer, translate or convert or convert any software provided to him/her in connection with use of the Online Service or distribute the software or the Online Service to any other third party.

根据该协议规定，即使在无法正常交易的情况下，客户承认并保证遵守所有的法律、法规和规章。委托人熟悉并会遵守 Fyexa Capital 的任何规则或程序，Fyexa Capital 和服务供应商在使用网上服务方面向客户提供必要的培训。客户不得（也不能允许任何第三方）复制、使用、分析、修改、反编译、破解、逆向编码、翻译或转换成任何软件用于网上，或者将软件和在线交易服务系统分发给任何第三方使用。

6. TERMINATION

终止

Fyexa Capital May in its sole discretion terminate or restrict the Client's access to the Online Service and may terminate this Agreement at any time. Upon termination, any software license granted to the Client herein shall automatically terminate.

Fyexa Capital 有权根据具体情况终止或限制客户登入在线交易服务系统，也会随时终止该协议。一旦终止，客户所获得的许可将自动废止。

7. INDEMNITY

赔款

The Client agrees to indemnify and hold Fyexa Capital harmless from and against any and all claims, losses, liabilities, damages, costs and expenses (including reasonable legal fees) arising out of or related to this Agreement and due to any error that the Client fail to correct or



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arrange for Fyexa Capital to correct (if possible). This indemnification shall be binding upon the Client and the Client's executors, administrators, heirs, successors and permitted assigns and will survive termination of this Agreement.

在一些情况下，客户需对一切的理赔、损失、责任、毁坏、花费（包括律师费）承担赔款责任，并承认 Fyexa Capital 不承担任何责任。这些情况包括：该协议规定的内容和由于客户失误造成交易失败或向 Fyexa Capital 申请更改（如果可能）。该赔偿规定对客户及客户交易的具体操作者、管理者、继承者、后来者和许可的授权人均具有约束力，并会依本协议的存在而生效。

8. THE DEFINITION AND PROCESSING METHOD OF ABNORMAL TRADING

异常交易的定义与处理方法

The company reiterated the consistent position: To effectively protect the fairness of online trading and the legitimate rights and interests of the majority of customers, the Company does not accept any use of loopholes or malfunctions in the operating platform to place orders for trading, and also firmly combats the use of plug-ins (i.e. any third-party auxiliary software not issued by the Company) to place illegal orders for trading.

本公司重申一贯立场：为切实保障线上交易的公平性和绝大多数客户的正当权益，本公司不接受任何利用操作平台漏洞或故障进行下单交易的行为，也坚决打击借助插件（即任何非本公司发布的第三方辅助软件）进行违规下单交易的行为。

a) When 30% of the trading volume in a trade order is held for less than 2 minutes, or when 10% of the trading volume in a trade order is held for less than 1 minute.
a) 交易单中有 30% 交易量的持仓时间低于 2 分钟时，或者交易单中有 10% 交易量的持仓时间低于 1 分钟。

b) A trading order in which the Company prohibits the use of high leverage to trade heavily or which poses any risk to the Company due to heavy positions.
b) 交易单中存在本公司禁止的使用高杠杆进行重仓违规交易或因重仓行为给公司带来任何风险问题。

c) A trade order that takes advantage of the correlation between the OTC market and other relevant markets for improper profit.
c) 交易单中利用 OTC 市场和其他相关市场的关联性进行不当获利。

d) Trading orders that evade the above requirements by other means.
d) 交易单中通过其他手段以逃避上述之规定的交易行为。

e) The existence or utilization of a swap policy in the transaction order to engage in swap arbitrage transactions, The existence or utilization of a bonus policy in the transaction order to engage in bonus arbitrage transactions.
e) 交易单中存在或利用掉期政策，从事掉期套利交易行为；交易单中存在或利用赠金政策，从事赠金套利交易行为。

f) The frequent use of high-frequency quantitative trading, arbitrage trading or not limited to other malicious commission arbitrage and other unsupported trading strategies or behaviors involving the introducing broker account will be punished in the short or long term, including but not limited to the following measures, the introducing broker commission exceeds 60% of the net deposit of the trading



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account or the trading order holding time is less than 2 minutes, no commission will be obtained.

f) 交易单中频繁使用高频量化交易、套利交易或不限于其他恶意套取佣金等不支持的交易策略或行为，涉及代理账户将采取短期或长期惩戒，包括但不限于以下措施，代理佣金超过交易账户净入金 60% 部分或交易订单持仓时间低于 2 分钟，将不会获取佣金。

To maintain the integrity of our policy, ensuring a level playing field for all customers is crucial, when any of the above conditions are met in the transaction order, this account is defined as abnormal trading. Here, Fyexa Capital has the final right of interpretation and the right to make any decision on illegal orders, not limited to profit deductions and leverage adjustments, or even the occurrence of severe measures such as account freezing.

为保持我们政策的完整性以确保为所有客户提供公平的竞争环境至关重要，当交易单中符合以上任何一种情况时，此账户即被定义为异常交易，在此，Fyexa Capital 拥有最终解释权并有权对违规订单做出任何处理决定，不限于利润扣除和杠杆调整，甚至账户冻结等严厉措施的发生。

- In view of the numerous unusual trading practices, the Company will freeze accounts suspected of unusual trading for more than 2 working days to ensure fairness in online trading. Frozen account holders will receive a freeze notification email from the Company. During the freeze period, the Company will suspend any business or transactions on the account until the freeze period is over and the Company will unfreeze the account or take other action to deal with the unusual transactions according to the review result.

鉴于异常交易的手法层出不穷，公司为保障线上交易的公平性，会对疑似异常交易的账户作出 2 个工作日以上的冻结处理，在冻结期间会由风控部门对账户内的交易单进行详细核对审查并处理。被冻结的账户持有人将会收到公司发出的账户冻结通知邮件。账户冻结期间，公司将暂停受理该账户之任何业务、亦不可进行任何交易，直至冻结期完结，公司将会按照审查结果进行解冻或采取其他异常交易的处理结果。

9. MISCELLANEOUS

其他约定

The Client may not amend the terms of this Agreement. Fyexa Capital may amend the terms of this Agreement upon notice to the Client (including electronic delivery). By continued access to and use of the Online Service, the Client agrees to any such amendments to this Agreement.

This Agreement is supplemental to the customer Agreement.

Fyexa Capital 按需要修正该在线交易协议，并会告知客户（包括通过电子传输方式），客户不能对该协议进行修正。客户登录使用在线服务时，须遵守该协议的修正内容。该协议是客户协议的补充条款。

10. CUSTOMER REPRESENTATIONS AND WARRANTIES

客户声明和保证

Customer represents and warrants that: (a) Customer is of sound mind, legal age and legal



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competence; (b) no person other than Customer has or will have an interest in Customer's Account(s); (c) regardless of any subsequent determination to the contrary Customer is suitable to trade Commodities; (d) Customer is not now an employee of any exchange, any corporation in which any exchange owns a majority of the capital stock, any member of any exchange or a firm registered on any exchange, or any bank, trust, or insurance company; and in the event that Customer becomes so employed, Customer will promptly notify Fyexa Capital at its home office in mail of such employment; (e) all the information provided in the information portion of this booklet is true, correct and complete as of the date hereof and Customer will notify Fyexa Capital promptly of any changes in such information.

客户声明和保证: (a)客户心智健康, 达到法定年龄, 具有完全民事行为能力, (b)除了客户本人, 没有其他人对客户的账户有兴趣, 或以后将有兴趣, (c)不管以后会有什么相反的决定, 客户目前适合做商品交易, (d)客户目前不是以下任何机构的雇员: 交易所、任何交易所持有大多数资本股票的任何公司、任何交易所的任何会员或者在任何交易所注册的公司、任何银行、信托或保险公司; 如果客户成为以上机构的雇员, 客户将尽快写信通知 Fyexa Capital 总部受雇于此类机构的情况, (e)本协议信息部分提供的所有信息迄今为止都是真实的、准确的和完整的, 一旦这些信息发生变化, 客户将及时通知 Fyexa Capital。

Customer represents and warrants that the financial information disclosed to Fyexa Capital in this document is an accurate representation of Customers current financial condition. Further, Customer represents and warrants that in determining:

客户声明并保证本文件中向 Fyexa Capital 披露的金融信息是客户当前金融状况的准确报告。另外, 客户声明并且保证在决定下列各项时:

- (a) Customers Net Worth: Assets and Liabilities were carefully calculated then Liabilities were subtracted from Assets to determine Customers Net Worth;
 - (a) 客户的资本净值: 资产和负债都经过仔细核算, 然后将负债从资产中减去, 以决定客户的资本净值;
- (b) Customer represents and warrants that Customer has very carefully considered the portion of Customer's Assets that Customer considers being Risk Capital. Customer recognizes that Risk Capital is the amount of money Customer is willing to put at risk and if lost would not, in any way, change Customers life style. Customer agrees to immediately inform Fyexa Capital if Customers financial condition changes in such a way that reduces Customers Net Worth, Liquid Assets and/or Risk Capital.
 - (b) 客户声明和保证: 客户已经非常谨慎的考虑了客户资产中其认为是风险资本的部分。客户认识到风险资本是指, 客户愿意将某一金额的金钱置于风险之下, 如果失去了, 无论如何不会改变客户的生活方式。客户同意, 如果客户金融状况的变化减少了客户的资本净值、流动资产和/或风险资本, 客户将立即通知 Fyexa Capital。

11. RISK AND DISCLAIMER

风险和免责条款

By submitting either the registration form to download the demo, requesting a quick call back or registering for the newsletter you are consenting to receive information by email, telephone, post or any other method from Fyexa Capital about offers that you may be entitled to and products and services, which we believe may be of interest to you. We will not share your details with any third parties, other than our affiliated companies, for marketing purposes



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without your prior consent. If at any time you no longer wish to receive this information, please let us know by using the unsubscribe facility provided within any email we may send you, or alternatively you may email us and we will remove your details from our database.

一经提交注册表格，您便可开立模拟账号、并可要求立即回复，通过电话、邮寄等方式订约电子报和与您相关的产品和服务到您所指定的电子邮箱。除了我们的附属公司以外，在未经您允许的情况下，我们不会以市场营销为由透露个人信息给第三方。任何时候，如果您不希望再继续收到此类信息，您可使用电子邮件中所提供的退订功能或选择以电邮告知我们。我们会随后从通讯数据库中删除您的信息。

Our rolling spot contracts and CFDs are based on highly leveraged margin trading; as with any derivative instrument, such contracts carry a very high degree of risk and trading such instruments may expose the investor to substantial losses as well as gains. The contents of this site and the facilities we provide are available only to experienced investors with sufficient financial resources to trade in our investment products. Investors should note that to protect their interests, we may set zero stop orders where no client order has been placed to minimize losses. In this event, generally the clients cannot lose more than their initial investment made on a particular transaction.

我们的现货合同和差价合约 (CFD) 都是基于高度的杠杆保证金交易。该种交易工具属于高风险交易项目，可以带来客户的巨额损失或高收益。在没有客户指示的情况下，为了将投资者损失降到最低，保障投资者利益，我们可能会将订单交易平仓。通常在这种情况下，客户的损失会比正常交易情况下有所降低。

12. PRIVACY POLICY

隐私条款

The Privacy Policy explains how Fyexa Capital collects personal information and then maintains uses and discloses that information. It also provides some detail about Client's rights.

Fyexa Capital Privacy Policy Statement will be reviewed from time to time to take account of new laws and technology, changes to our operations and practices and to make sure it remains appropriate to the changing environment. Any information we hold will be governed by the most current Fyexa Capital Privacy Policy Statement.

隐私条款解释 Fyexa Capital 如何收集个人信息并在此之后维系使用以及公开这些信息。Fyexa Capital 也提供了一些细节关于客户的权利。我们一直会在实际操作中检验，并不断吸收新的法律条款和新技术来改进个人隐私条款，以使这一条款适应不断变化着的环境。我们所获取的任何信息都受 Fyexa Capital 的最新个人隐私条款制约。

For and on behalf of
Fyexa Capital LTD
Fyexa Capital 公司代表签署

For and on behalf of
[Enter name of Client]
客户名称

Day/Month/Year
日/月/年

Day/Month/Year
日/月/年