

Fyexa Capital

EST. 2025

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CLIENT AGREEMENT

客户协议

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The terms and conditions of the Customer Agreement constitute a legal contract between **Fyexa Capital Ltd.** (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 Ltd.** (以下称为“**Fyexa Capital**”或“我们”) 和投资者 (以下称为“客户”或“您”) 之间的合同条款。

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

请仔细阅读本业务条款, 其中包含了与我们同意为客户提供的服务有关的客户和 **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 by 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 supplied by you are true copies of the originals.

请确保您发布给我们的信息是真实可靠的, 这其中包括您提供给我们的文件和其他信息。如信息有变, 请您以邮件形式及时告知我们。如您通过邮件、传真或电子形式提供文件的副本, 请保证该副本与原件一致。

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1. THE SERVICES WE WILL PROVIDE 我们提供的服务

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

Fyexa Capital 为您提供的外汇、贵金属合约及指数、股票、大宗商品的差价合约(以下统称“合约”)的交易服务性质为“仅执行”。

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

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。

2. EXECUTION-ONLY DEALING SERVICE ARRANGEMENTS 仅执行交易服务之安排

Please note that **Fyexa Capital** will not provide any advice on the merits of a particular transaction. You will be dealing with us on an execution-only basis.

请注意, **Fyexa Capital** 并不会就特定交易的优点作出建议,您是以“仅执行”的性质进行交易。

Neither we nor our staff will provide any investment advice to you in our communication with you. We will not provide you with any recommendation, advice or instructions in respect of any specific transaction.

同时, **Fyexa Capital** 及其员工不会在交流过程中给您任何投资建议。我们不会就任何特定的交易向您提供任何推荐、建议或指示。

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3. MARGINING ARRANGEMENTS 保证金安排

The client shall pay to **Fyexa Capital** on demand such sums of money by way of deposits or as initial margin as **Fyexa Capital** may require.

客户需按要求支付 **Fyexa Capital** 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。

Please note we will not accept any third-party payments made in respect of funding your account. We also will not accept any transfers or payments made to any third parties from your account.

请注意, **Fyexa Capital** 拒绝任何由第三者支付的存款,同时拒绝客户从其账户转账或提款到第三者的账户。

4. CONFLICTS OF INTEREST 利益冲突

Fyexa Capital is required to have arrangements in place to manage conflicts of interest between us and our clients and between different clients.

Fyexa Capital 被要求必须安排好管理我们与客户之间、以及不同客户之间的利益冲突。

We operate a policy of independence. This requires our staff to act in your best interests and to disregard any material interest or conflict of interest when advising you or dealing for you.

我们执行独立政策。这要求我们的员工为您争取最大利益，并在为您建议或处理时忽略任何重大利益或利益冲突。

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5. CLIENT MONEY 客户资金

All Client Money will be held by **Fyexa Capital** in a segregated client bank account. This account will be held with a reputable bank or financial institution.

所有客户资金将由 **Fyexa Capital** 存放在一个隔离的客户银行账户中。该账户将设在一家声誉良好的银行或金融机构。

Client money will be kept separate from the company's own funds to ensure the safety of the client's assets.

客户资金将与公司自有资金分开存放，以确保客户资产的安全。

6. COMMISSIONS, FEES AND CHARGES 佣金、费用与支出

You shall pay to **Fyexa Capital** such fees and charges as are set out in our schedule of charges from time to time.

您应按照我们不时公布的收费表向 **Fyexa Capital** 支付相应的费用。

All charges will be deducted from your account. You are responsible for any taxes or duties that may arise from your trading activities.

所有费用将从您的账户中扣除。您需承担因交易活动可能产生的任何税费或关税。

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7. QUOTATIONS AND PRICING 报价与定价

Fyexa Capital will provide quotes which it considers to be the best available price in the relevant underlying market.

Fyexa Capital 将提供其认为在相关基础市场中可以获得的最佳价格报价。

You acknowledge that these quotes may differ from the prices provided by other brokers or available in the interbank market. **Fyexa Capital** is not responsible for any such discrepancies unless caused by gross negligence or willful default.

您承认, 这些报价可能与其他经纪商提供或银行间市场可获得的价格有所不同。除非因重大过失或违约引起, 否则 **Fyexa Capital** 不对该等差异负责。

8. ORDER EXECUTION 订单执行

All orders are executed at the price available in the market at the time of execution. While **Fyexa Capital** seeks to execute orders at the requested price, the execution price may differ from the requested price (Slippage) during periods of high volatility or low liquidity.

所有订单均按照执行时的市场价格执行。虽然 **Fyexa Capital** 寻求按请求价格执行订单, 但在高波动或低流动性期间, 执行价格可能与请求价格存在差异(滑点)。

By placing an order, you agree to accept the price at which the order is executed.

通过下达订单, 即表示您同意接受订单执行时的价格。

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9. ELECTRONIC TRADING 电子交易

You are responsible for maintaining the confidentiality of your account credentials, including your login ID and password. Any orders placed using your credentials will be deemed to have been placed by you.

您有责任维护账户凭证(包括登录 ID 和密码)的保密性。使用您的凭证下达的任何订单都将被视为由您本人下达。

Fyexa Capital shall not be liable for any loss, expense, cost or liability suffered by you due to any delay or disruption in the electronic trading system, including but not limited to internet connectivity issues or software failures.

对于因电子交易系统的任何延迟或中断(包括但不限于互联网连接问题或软件故障)而导致的您的任何损失、费用、成本或责任, **Fyexa Capital** 概不负责。

10. REJECTION OF ORDERS 拒绝订单

Fyexa Capital reserves the right, in its sole discretion, to refuse to accept any order or instruction from you.

Fyexa Capital 保留自行决定拒绝接受您的任何订单或指示的权利。

If we decline an order, we will not be liable for any potential loss you may suffer as a result of our decision.

如果我们拒绝订单，我们将不对您因我们的决定而可能遭受的任何潜在损失承担责任。

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11. STOP LOSS AND LIMIT ORDERS 止损与限价订单

Stop loss and limit orders are not guaranteed. They will be executed at the best available price once the target price is reached.

止损和限价订单不保证成交价格。一旦达到目标价格，它们将按照当时可获得的最佳价格执行。

In fast-moving markets, the execution price may be significantly different from your specified price. This is known as "gapping" and is a risk you accept when trading.

在快速变化的市场中，执行价格可能与您的指定价格存在显著差异。这被称为“跳空”，是您在交易时接受的风险。

12. COMMUNICATION AND NOTICES 通讯与通知

Any notice or other communication to be given to you by **Fyexa Capital** may be sent via email, published on our website, or delivered through the trading platform.

Fyexa Capital 向您发出的任何通知或其他通讯均可通过电子邮件发送、在我们的网站上发布或通过交易平台传达。

It is your responsibility to ensure that your contact information is up to date and to check the platform regularly for any updates.

您有责任确保您的联系信息是最新的，并定期检查平台以获取任何更新。

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13. REPRESENTATIONS AND WARRANTIES 陈述与保证

You represent and warrant to **Fyexa Capital** that: (a) You are of legal age and sound mind; (b) You have the legal capacity to enter into this Agreement; (c) The information you provided in your application is true and correct.

您向 **Fyexa Capital** 陈述并保证：(a) 您已达到法定年龄且精神健全；(b) 您具有签署本协议的法律行为能力；(c) 您在申请中提供的信息是真实正确的。

14. INDEMNITY 赔偿

You agree to indemnify and hold **Fyexa Capital**, its directors, officers, and employees harmless from any and all liabilities, losses, damages, costs, and expenses (including legal fees) incurred by us as a result of your breach of this Agreement.

您同意赔偿并使 **Fyexa Capital** 及其董事、高级职员和员工免受因您违反本协议而导致我们承担的任何及所有责任、损失、损害、成本和费用(包括律师费)。

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15. FORCE MAJEURE 不可抗力

Fyexa Capital will not be liable for any failure to perform our obligations under this Agreement if such failure is caused by a Force Majeure Event.

如果由于不可抗力事件导致 **Fyexa Capital** 未能履行本协议项下的义务, 我们概不负责。

A Force Majeure Event includes, but is not limited to, acts of God, war, civil unrest, government restrictions, market disruptions, or failure of telecommunications.

不可抗力事件包括但不限于天灾、战争、民事动乱、政府限制、市场中断或电信故障。

16. AMENDMENTS 修订

Fyexa Capital may amend this Agreement at any time by giving you notice. Such amendments will become effective on the date specified in the notice.

Fyexa Capital 可通过向您发出通知随时修订本协议。此类修订将在通知中指定的日期生效。

If you continue to use our services after the effective date of an amendment, you will be deemed to have accepted the new terms.

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17. EVENTS OF DEFAULT 违约事件

Each of the following constitutes an "Event of Default": (a) You fail to make any payment when due under this Agreement; (b) You fail to perform any obligation or breach any warranty under this Agreement; (c) You die, become of unsound mind, or are unable to pay your debts as they fall due; (d) Any representation or warranty made by you proves to be false or misleading.

下述各项均构成“违约事件”: (a) 您未能按本协议规定按时支付任何款项; (b) 您未能履行本协议项下的任何义务或违反任何保证; (c) 您死亡、精神失常或无法偿还到期债务; (d) 您所作的任何陈述或保证被证明是虚假或具有误导性的。

18. RIGHTS ON DEFAULT 违约时的权利

On the occurrence of an Event of Default, **Fyexa Capital** may, in its absolute discretion and without prior notice: (a) Terminate this Agreement immediately; (b) Close out all or any of your open Contracts; (c) Apply any of your funds held by us to pay any amounts due to us; (d) Freeze your account and refuse to accept further orders.

一旦发生违约事件, **Fyexa Capital** 可根据其绝对酌情权且无需事先通知: (a) 立即终止本协议; (b) 平仓您的所有或任何未平仓合约; (c) 动用我们持有的您的任何资金以支付欠我们的任何款项; (d) 冻结您的账户并拒绝接受进一步的订单。

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19. TERMINATION OF AGREEMENT 协议终止

Either party may terminate this Agreement by giving at least five (5) business days' written notice to the other party. 任何一方均可通过向另一方发出至少五 (5) 个工作日的书面通知来终止本协议。

Termination will not affect any rights or obligations that have already arisen before the termination date. Upon termination, all open positions must be closed, and all outstanding fees and charges will become immediately due and payable. 终止不会影响终止日期前已经产生的任何权利或义务。协议终止时, 所有未平仓头寸必须平仓, 所有未付费用和支出将立即变为到期应付。

20. NETTING AND SET-OFF 净额结算与抵销

Fyexa Capital shall be entitled at any time, without notice to you, to set off any liability or obligation owed by you to us against any liability or obligation owed by us to you. **Fyexa Capital** 有权在任何时候且无需通知您的情况下, 将您对我们承担的任何责任或义务与我们对您承担的任何责任或义务进行抵销。

We will only be required to pay you the net balance remaining after such set-off. 我们仅需向您支付此类抵销后剩余的净余额。

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21. TAXES 税务

You are solely responsible for all taxes and stamp duties that may be payable in respect of your trading activities and any profits made under this Agreement. 您全权负责因您的交易活动以及根据本协议产生的任何利润而可能需要缴纳的所有税费和印花税。

Fyexa Capital does not provide tax advice, and you should consult with your own tax advisor if you have any questions regarding your tax liabilities. **Fyexa Capital** 不提供税务建议, 如果您对自己的纳税义务有任何疑问, 应咨询您自己的税务顾问。

22. LIMITATION OF LIABILITY 责任限制

To the maximum extent permitted by law, **Fyexa Capital** shall not be liable for any indirect, special, incidental, or consequential damages (including loss of profits or trading losses) arising out of or in connection with this Agreement. 在法律允许的最大范围内, **Fyexa Capital** 对因本协议引起或与本协议相关的任何间接、特殊、偶然或结果性损害(包括利润损失或交易损失)概不负责。

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23. INTELLECTUAL PROPERTY 知识产权

All intellectual property rights in the trading platform, website, and any materials provided by **Fyexa Capital** are and shall remain the property of **Fyexa Capital** or its licensors. 交易平台、网站以及 **Fyexa Capital** 提供的任何材料的所有知识产权均属于且应始终属于 **Fyexa Capital** 或其许可方所有。

You are granted a non-exclusive, non-transferable, and limited license to use the trading platform solely for the purpose of trading under this Agreement. 您被授予一项非排他性、不可转让且有限的许可, 仅限为了根据本协议进行交易之目的而使用交易平台。

24. CONFIDENTIALITY 保密义务

Both parties agree to keep all information related to this Agreement and the trading activities confidential, except where disclosure is required by law or regulatory authorities. 双方均同意对与本协议及交易活动相关的所有信息进行保密, 但法律或监管机构要求披露的情况除外。

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25. GOVERNING LAW AND JURISDICTION 管辖法律与司法管辖权

This Agreement and all trading activities between you and **Fyexa Capital** are governed by the laws of **Anjouan, Union of Comoros**. 本协议以及您与 **Fyexa Capital** 之间的所有交易活动均受 安儒昂(科摩罗联盟) 法律管辖。

You irrevocably submit to the non-exclusive jurisdiction of the courts of Anjouan in respect of any dispute arising out of or in connection with this Agreement. 对于因本协议引起或与本协议相关的任何争议, 您不可撤销地服从安儒昂法院的非排他性司法管辖。

26. SEVERABILITY 条款的可分割性

If any provision of this Agreement is found to be invalid or unenforceable by any court or regulatory body, such invalidity or unenforceability shall not affect the remaining provisions of this Agreement. 如果本协议的任何条款被任何法院或监管机构裁定为无效或不可执行, 则该等无效或不可执行不应影响本协议的其余条款。

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27. SWAPS AND OVERNIGHT FINANCING 隔夜利息与融资费用

A Contract that is held open overnight will be subject to a swap charge or credit (Swap). The Swap rate is determined by **Fyexa Capital** based on the interest rate differentials of the relevant currencies or assets, plus a mark-up.

在隔夜后仍维持开仓的合约将涉及隔夜利息费用或信用(Swap)。隔夜利息率由 **Fyexa Capital** 根据相关货币或资产的利率差加上一定的加价来确定。

Swaps are applied to your account daily. You acknowledge that Swaps can be either a debit or a credit to your account balance depending on the direction of your trade and the prevailing market rates.

隔夜利息每日计入您的账户。您承认，根据您的交易方向和当时的市场利率，隔夜利息可能是对您账户余额的扣款或存入。

28. INTEREST ON CLIENT MONEY 客户资金利息

Unless otherwise agreed in writing, **Fyexa Capital** is not required to pay interest to you on any funds held in your segregated client account.

除非另有书面约定，否则 **Fyexa Capital** 无需为您隔离客户账户中持有的任何资金向您支付利息。

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29. INACTIVE ACCOUNTS 不活跃账户

An account that has had no trading activity (opening or closing positions) for a period of six (6) consecutive months shall be classified as an "Inactive Account".

连续六(6)个月内没有交易活动(开仓或平仓)的账户应被归类为“不活跃账户”。

Fyexa Capital reserves the right to charge a monthly inactivity fee on such accounts. The fee will be deducted from the account balance until the balance reaches zero or the account becomes active again.

Fyexa Capital 保留对此类账户收取每月不活跃管理费的权利。该费用将从账户余额中扣除，直至余额归零或账户重新活跃。

30. DORMANT ACCOUNTS 休眠账户

If an Inactive Account has a zero balance, **Fyexa Capital** may, at its discretion, close or archive the account without further notice to you.

如果一个不活跃账户的余额为零，**Fyexa Capital** 可自行决定关闭或封存该账户，而无需另行通知您。

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31. COMPLAINTS AND DISPUTES 投诉与争议

If you have a complaint regarding our services, you should contact our support team at support@fyexacapital.com. We will aim to resolve the issue as quickly and fairly as possible.

如果您对我们的服务有任何投诉，应通过 support@fyexacapital.com 联系我们的支持团队。我们的目标是尽可能快速、公平地解决问题。

If the complaint is not resolved to your satisfaction, you may escalate the matter to our Compliance Department. Any final decision made by **Fyexa Capital** will be sent to you in writing.

如果投诉未能得到令您满意的解决，您可以将此事提交给我们的合规部门。**Fyexa Capital** 做出的任何最终决定将以书面形式发送给您。

32. RECORD KEEPING 记录保存

Fyexa Capital will maintain records of all your transactions and communications for a period required by the applicable laws and regulations of **Anjouan (AOFA)**.

Fyexa Capital 将在 **安儒昂 (AOFA)** 适用法律法规要求的期限内，保存您所有交易和通讯的记录。

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33. ANTI-MONEY LAUNDERING (AML) COMPLIANCE 反洗钱合规

Fyexa Capital is committed to preventing money laundering and terrorist financing. We reserve the right to request additional information or documentation at any time to verify the source of your funds or your identity.

Fyexa Capital 致力于防止洗钱和恐怖主义融资。我们保留随时要求提供额外信息或文件以验证您的资金来源或身份的权利。

Failure to provide such information may result in the immediate suspension or termination of your account and the freezing of your funds.

未能提供此类信息可能导致您的账户被立即暂停或终止，以及您的资金被冻结。

34. JOINT ACCOUNTS 联名账户

If an account is held jointly, each account holder is jointly and severally liable for all obligations under this Agreement. **Fyexa Capital** may accept instructions from any one of the joint account holders.

如果账户是联名持有的, 则每个账户持有人对本协议项下的所有义务承担连带责任。**Fyexa Capital** 可接受任何一位联名账户持有人的指示。

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35. DATA PROTECTION AND PRIVACY 数据保护与隐私

By entering into this Agreement, you consent to **Fyexa Capital** collecting, processing, and storing your personal data in accordance with our Privacy Policy.

签署本协议即表示您同意 **Fyexa Capital** 根据我们的隐私政策收集、处理和存储您的个人数据。

We may share your data with third-party service providers (such as technology partners or payment processors) only to the extent necessary to provide our services.

我们仅在提供服务所必需的范围内, 与第三方服务提供商(如技术合作伙伴或支付处理商)共享您的数据。

36. ENTIRE AGREEMENT 完整协议

This Agreement, together with any schedules or amendments, constitutes the entire agreement between you and **Fyexa Capital** and supersedes all prior agreements or understandings.

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37. RISK DISCLOSURE STATEMENT 风险披露声明

Trading in Foreign Exchange, Precious Metals, and CFDs is highly speculative and carries a high level of risk. It may not be suitable for all investors.

外汇、贵金属及差价合约(CFD)交易具有高度投机性, 且伴随高水平风险, 可能并不适合所有投资者。

The high degree of leverage available can work against you as well as for you. Before deciding to trade, you should carefully consider your investment objectives, level of experience, and risk appetite.

高杠杆既能为您带来收益, 也可能导致您的亏损。在决定交易前, 您应仔细考虑您的投资目标、经验水平及风险承受能力。

38. MARGIN CALL POLICY 保证金追缴政策

It is your responsibility to monitor your account balance and ensure that sufficient margin is maintained at all times to support your open positions.

客户有责任自行监控账户余额，并确保随时维持充足的保证金以支持其未平仓头寸。

While **Fyexa Capital** may attempt to notify you when your margin level is low, we are under no obligation to do so. Failure to maintain required margin may lead to the automatic liquidation of your positions.

虽然 **Fyexa Capital** 可能会在您的保证金水平过低时尝试通知您，但我们并无义务这样做。未能维持所需保证金可能导致您的头寸被自动平仓。

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39. NEGATIVE BALANCE PROTECTION 负余额保护

Fyexa Capital provides negative balance protection to retail clients, meaning that a client's losses cannot exceed the total amount of funds deposited in their trading account.

Fyexa Capital 为零售客户提供负余额保护，这意味着客户的损失不会超过其交易账户中存放的资金总额。

However, this protection does not apply to Professional Clients or in cases of market abuse or manipulation. In such events, the client remains liable for any deficit.

然而，此保护不适用于专业客户，亦不适用于市场滥用或操纵的情况。在发生此类事件时，客户仍需对任何亏损差额负责。

40. MARKET DISRUPTION AND EXTRAORDINARY EVENTS 市场中断与异常事件

In the event of extraordinary market volatility, suspension of trading in the underlying market, or other technical failures, **Fyexa Capital** may, at its sole discretion: (a) Increase margin requirements; (b) Close any or all open positions at the best available price; (c) Suspend or modify the application of any terms of this Agreement.

在发生异常市场波动、基础市场暂停交易或其他技术故障时，**Fyexa Capital** 可自行决定：(a) 提高保证金要求；(b) 按可获得的最佳价格关闭任何或所有未平仓头寸；(c) 暂停或修改本协议任何条款的适用。

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41. MANIPULATION AND ILLEGAL TRADING STRATEGIES 操纵与非法交易策略

Fyexa Capital strictly prohibits trading practices aimed at manipulating the platform or exploiting latency, such as "Arbitrage", "Sniping", or "Scalping" using software vulnerabilities.

Fyexa Capital 严禁旨在操纵平台或利用延迟的交易行为，例如利用软件漏洞进行的“套利”、“狙击”或“剥头皮”交易。

If we detect such activity, we reserve the right to void all trades, cancel any profits, and terminate the account immediately without prior notice.

如果我们检测到此类活动，我们保留作废所有交易、取消任何利润并在不事先通知的情况下立即终止账户的权利。

42. USE OF TRADING ROBOTS (EAs) 智能交易系统 (EA) 的使用

While **Fyexa Capital** allows the use of Expert Advisors (EAs) on the **MT5** platform, you are solely responsible for the performance and risks associated with these automated systems.

虽然 **Fyexa Capital** 允许在 **MT5** 平台上使用专家顾问(EA)，但您需对这些自动化系统的表现及相关风险承担全部责任。

We are not liable for any losses incurred due to errors, bugs, or malfunctions of any third-party EAs used by the client.

对于客户使用的任何第三方 EA 的错误、漏洞或故障导致的任何损失，我们概不负责。

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43. DIVIDEND ADJUSTMENTS 股息调整

For CFD positions on equities or indices, dividend adjustments will be applied to your account.

对于股票或指数的差价合约(CFD)头寸，账户将进行股息调整。

If you hold a long position, you will receive a dividend credit; if you hold a short position, a dividend charge will be deducted from your account. These adjustments are typically made on the ex-dividend date.

如果您持有长仓(买入)，您将获得股息信用；如果您持有短仓(卖出)，则将从您的账户中扣除股息费用。这些调整通常在除息日进行。

44. CORPORATE ACTIONS 公司行为

In the event of a corporate action (e.g., stock splits, mergers, or de-listings) affecting the underlying asset of a CFD, **Fyexa Capital** will make necessary adjustments to your positions to reflect the economic effect of that action.

在发生影响差价合约基础资产的公司行为(如股票拆分、合并或退市)时，**Fyexa Capital** 将对您的头寸进行必要调整，以反映该行为的经济影响。

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45. WITHDRAWAL RESTRICTIONS 取款限制

Withdrawals will only be processed to an account held in the same name as the **Fyexa Capital** trading account.

取款仅能处理至与 **Fyexa Capital** 交易账户同名的账户中。

If there are open positions on the account, you must ensure that sufficient margin remains after the withdrawal to support those positions. **Fyexa Capital** reserves the right to reject a withdrawal request if it would cause a margin call or account liquidation.

如果账户中有未平仓头寸，您必须确保取款后仍有足够的保证金支持这些头寸。如果取款会导致保证金不足或强制平仓，**Fyexa Capital** 保留拒绝取款申请的权利。

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46. SYSTEM MAINTENANCE AND UPDATES 系统维护与更新

Fyexa Capital may, from time to time, perform maintenance or updates on the trading platform, website, or server. During these periods, access to your account or the ability to place orders may be temporarily suspended.

Fyexa Capital 可能会不时对交易平台、网站或服务器进行维护或更新。在此期间，访问您的账户或下达订单的能力可能会被暂时中止。

We will endeavor to provide prior notice of scheduled maintenance, but we are not liable for any losses or missed opportunities resulting from such downtime.

我们将尽力提前通知预定的维护，但对于因停机而导致的任何损失或错失的机会，我们概不负责。

47. THIRD-PARTY SOFTWARE AND SERVICES 第三方软件与服务

The Client may use third-party software, plug-ins, or bridges in conjunction with the **Fyexa Capital** platform. **Fyexa Capital** does not endorse or guarantee the performance of any third-party tools.

客户可能会在 **Fyexa Capital** 平台结合使用第三方软件、插件或桥接器。**Fyexa Capital** 不认可也不保证任何第三方工具的性能。

Any loss arising from the use of such third-party services is the sole responsibility of the Client.

因使用此类第三方服务而产生的任何损失由客户承担全部责任。

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48. ACCOUNT STATEMENTS AND CONFIRMATIONS 账户结单与确认

Fyexa Capital will provide you with access to daily and monthly account statements through the trading platform. It is your responsibility to review these statements regularly.

Fyexa Capital 将通过交易平台为您提供每日和每月账户结单的访问权限。定期审查这些结单是您的责任。

If you believe there is an error in any statement or trade confirmation, you must notify **Fyexa Capital** in writing within twenty-four (24) hours of the trade or statement date. Failure to do so will be deemed as acceptance of the information provided.

如果您认为结单或交易确认中存在错误，必须在交易或结单日期后二十四 (24) 小时内书面通知 **Fyexa Capital**。否则将视为您接受所提供的信息。

49. ACCURACY OF MARKET DATA 市场数据的准确性

While **Fyexa Capital** strives to provide accurate and timely market data, we do not guarantee the completeness or accuracy of any news, research, or data provided through our platform or website.

虽然 **Fyexa Capital** 努力提供准确及时的市场数据，但我们不保证通过我们的平台或网站提供的任何新闻、研究或数据的完整性或准确性。

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50. LIMITATION OF LIABILITY FOR TECHNICAL ERRORS 技术错误责任限制

Fyexa Capital shall not be liable for any losses resulting from technical issues, including but not limited to: (a) Hardware or software malfunctions; (b) Transmission errors or delays; (c) Unauthorized access to your account by third parties due to your negligence.

对于因技术问题导致的任何损失，**Fyexa Capital** 概不负责，包括但不限于：(a) 硬件或软件故障；(b) 传输错误或延迟；(c) 因您的过失导致第三方未经授权访问您的账户。

51. NO WAIVER 无放弃权利

No failure or delay by **Fyexa Capital** in exercising any right, power, or privilege under this Agreement shall operate as a waiver thereof.

Fyexa Capital 未能或延迟行使本协议项下的任何权利、权力或特权，均不应视为放弃该等权利。

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52. ASSIGNMENT 协议转让

You may not assign or transfer your rights or obligations under this Agreement without the prior written consent of **Fyexa Capital**.

未经 **Fyexa Capital** 事先书面同意，您不得转让或转移您在本协议项下的权利或义务。

Fyexa Capital may assign its rights or transfer its obligations under this Agreement to a third party or an affiliate by giving you at least ten (10) days' notice.

Fyexa Capital 可在至少提前十 (10) 天通知您的情况下，将其在本协议项下的权利或义务转让给第三方或关联公司。

53. NOTICES IN ENGLISH AND CHINESE 中英文通知

This Agreement is provided in both English and Chinese. In the event of any discrepancy or ambiguity between the English and Chinese versions, the English version shall prevail for all legal purposes.

本协议提供中英文版本。如果中英文版本之间存在任何差异或歧义，出于所有法律目的，应以英文版本为准。

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54. TELEPHONE RECORDING 电话录音

You acknowledge and agree that **Fyexa Capital** may record all telephone conversations between you and our staff. These recordings may be used as evidence in the event of a dispute.

您承认并同意 **Fyexa Capital** 可能会录制您与我们员工之间的所有电话对话。这些录音可在发生争议时作为证据使用。

55. EXCLUSION OF THIRD-PARTY RIGHTS 第三方权利排除

A person who is not a party to this Agreement shall have no rights under any local laws to enforce any term of this Agreement.

非本协议当事人的人士根据任何当地法律均无权执行本协议的任何条款。

56. COMPLIANCE WITH LOCAL LAWS 遵守当地法律

It is your responsibility to ensure that your trading activities are in compliance with the laws of the jurisdiction in which you reside. **Fyexa Capital** is not responsible for any legal consequences arising from your non-compliance.

确保您的交易活动符合您居住地司法管辖区的法律是您的责任。**Fyexa Capital** 不对因您的违规行为产生的任何法律后果负责。

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57. ENTIRE AGREEMENT AND VARIATION 完整协议与变更

This Agreement, together with the Risk Disclosure Statement, Privacy Policy, and any other formal documents provided by **Fyexa Capital**, constitutes the entire agreement between the parties. No other prior statements or representations shall be binding.

本协议连同风险披露声明、隐私政策及 **Fyexa Capital** 提供的任何其他正式文件，构成双方之间的完整协议。任何先前的陈述或表现均不具约束力。

Any variation to this Agreement must be made in writing and published on our website or sent via email. Your continued use of the platform after such variation constitutes acceptance of the new terms.

本协议的任何变更必须以书面形式作出，并在我们的网站上发布或通过电子邮件发送。变更后您继续使用平台即构成对新条款的接受。

58. LANGUAGE 语言

In case of any discrepancy between the English and Chinese versions of this Agreement, the English version shall prevail in all legal matters and interpretations.

如果本协议的中英文版本之间存在任何差异，在所有法律事务和解释中均以英文版本为准。

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12. PRIVACY POLICY 隐私条款

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

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。

The **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.

我们一直会在实际操作中检验隐私条款，并不断吸收新的法律和技术，以配合我们业务上的改变，从而确保在多变的环境下依然适用。我们所持有的任何信息都将受到 **Fyexa Capital** 最新隐私政策声明的约束。

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Fyexa Capital EST. 2025 www.fyexacapital.com support@fyexacapital.com +852
44176261 REGULATIONS: AOFA L16213/EFX 监管机构:安儒昂离岸金融管理局 (AOFA) -
执照编号 L16213/EFX

By clicking "Accept" or by opening a trading account with us, you acknowledge that you have read, understood, and agreed to be bound by all the terms and conditions of this Client Agreement. 通过点击“接受”或在我们这里开设交易账户,即表示您承认已阅读、理解并同意受本客户协议所有条款和条件的约束。