# 证券合同:中英文客户交易协议

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scope of agreement (协定的范围)all transactions and all contracts entered into between snc ??and the customer, shall be governed by the terms of this customer agreement and the terms of any additional written statements of snc ??trading regulations or snc ??additional schedules which may from time to time be set forth or amended by snc ??and which shall thereupon constitute a portion of this customer agreement, except to the extent (if any) that snc ??shall agree or notify the customer in writing that other or additional terms apply. any proposals for, additions to, or modifications of this agreement, absent written agreement by an authorized person employed by snc ??to the contrary, are void and shall have no effect. snc 和客户之间所有交易和所有合同应受本项客户协议和任何关于snc 的交易规章，或snc 所有的附加条款约束。snc 可能随时设定或更改这些条款而即时构成客户协议的一部分。如有必要(如果有的话)，如须采用其他或附加的条款，snc 应以书面形式同意或通知客户。任何对此协议的补充或修改建议，如没有由snc 聘请的授权人的书面协议，均为无效。 this agreement refers and extends to a potential dealing relationship between the customer and snc in otc non-deliverable foreign exchange (currencies) on a spot settlement basis as is commonly dealt in the international interbank market, and all other provisions of this agreement notwithstanding, the customer agrees, understands and warrants that the dealing relationship between the customer and snc ??hereunder shall not extend at any time to the dealing, trading, brokering of or advice related to any exchange listed. 这项协议提及并延伸到客户和snc 之间潜在交易关系。此关系是指在国际银行间市场，按本协议规定的场外即时外汇交易关系。客户同意、理解和认同其与snc 的交易关系，在任何时候都不涉及任何交易所的做市，交易或代理活动。

subject to the terms and conditions of this agreement, the full completion of the account setup requirements and acceptance of customer’s application to open an account with snc , snc ?will open and maintain account(s) in customer’s name for the purpose of engaging in cash settled transactions with and for customer in currencies markets on a spot settlement basis, and provide such other services and products as snc ?may, in its sole discretion, determine to offer in the future. unless expressly stated otherwise in writing, all contracts and other transactions entered into between snc and customer shall be governed by the terms of this customer agreement, including the risk disclosure statement and snc ?trading policies, to the extent annexed hereto, as amended from time to time. 根据符此项协议的条件，从接受客户的申请snc 开户到帐户的全面设置和完成，snc 须以客户的名义维护并为客户在帐户从事现金结算和在货币市场上现货结算；并在将来提供其他服务和产品。除非另有书面明文规定，所有合同及其他snc 与客户应受本客户协议，包括风险声明，snc外汇交易政策，需在必要时修订。

risk acknowledgements （风险须知）customer acknowledges and understands that trading and investment in leveraged otc foreign currency contracts is highly speculative, involves an extreme degree of risk, and is generally appropriate only for persons who can assume risk of loss in excess of their margin deposit. customer understands that because of the low margin/high leverage normally available in foreign currency trading, price changes in foreign currency contracts may result in significant losses. such losses may substantially exceed customer’s investment and margin deposit. by customer directing snc ?to enter into any foreign currency contract, any profit or loss arising as a result of a fluctuation in the exchange rate affecting such currency will be entirely for the customer’s account and risk. 客户确认并明白，交易和投资在场外杠杆式外汇合约是有高度投机性，涉及极端的风险程度，而且通常只适合可承担损失超过其保证金风险的人。客户理解，由于低保证金/高杠杆作用，进行外币交易时，外币汇率收缩引起的价格变动可能导致重大损失。这种损失可能大大超出客户的投资金额和保证金。客户通过snc 进入任何外汇合同，由于货币的汇率波动所造成的利润或亏损将完全属于账户承担的风险。

customer warrants that the customer is willing and able, financially and otherwise, to assume the risk of foreign currency trading, and in consideration of snc ??carrying his/her account(s), customer agrees not to hold snc ??responsible for losses incurred through following its trading recommendations or suggestions or those of its employees, agents or representatives. customer recognizes that guarantees of profit or freedom from loss cannot be given and it is impossible to predict performance in foreign currency trading. customer acknowledges that customer has received no such guarantees from snc ??or from any of its representatives or any introducing broker or other entity with whom customer is conducting his/her snc ??account and has not entered into this agreement in consideration of or in reliance upon any such guarantees or similar representations. all transactions effected for customer’s accounts and all fluctuations in the market prices of the contracts carried in customer’s accounts are at customer’s risk, and customer shall be solely liable therefore under all circumstances. customer represents and warrants that customer is willing and financially able to sustain such losses, and that the trading of spot foreign exchange (currencies) is a suitable investment vehicle for the customer. snc ?is not responsible for delays or partial or total failures in any online (electronic) trading platforms or any communications facility or other causes beyond snc ?reasonable direct control. the customer understands and recognizes that the transactions to be conducted pursuant to this agreement are not conducted on a regulated market or exchange. customer represents that it is aware of the risks inherent in the trading of otc foreign exchange (currencies) and is financially able to bear such risks and withstand any losses incurred. (for a further discussion on the risks of trading foreign exchange please refer to the risk disclosure statement). 客户权证，其愿意且能够在财务上承担外币交易的风险；并考虑虽然他/她的帐号是由snc 开通，如其雇员，代理人或代表提供交易建议，他们对建议导致的亏损不负任何责任。客户要知道，在外币交易中担保或保证免受损失和预测交易回报是不可能的。客户要理解snc 或任何其代表或任何介绍经纪人或其他实体对客户在他/她的snc 外汇账户的任何交易也没有这类的担保。在任何情况下，客户须对所有所有与帐户相关的交易或者因市场价波动引起的风险承担全部责任和风险。客户须愿意并在经济上承担交易损失，并同意即时外汇交易是合适的投资产品。在snc 无法直接控制的情况下，snc 对任何因网上(电子)交易平台或任何通讯设施或其他原因造成的延时，部分或完全故障不负任何责任。客户需理解并确认依照本协定进行交易与在规范的市场或交易所进行的交易有所不同。客户须知在场外或电子外汇交易所涉及到的风险并且具有承担亏损的经济能力。(对进一步关于外汇交易的风险的讨论，请参阅风险声明)。

?customer’s representations and warranties (客户的事实陈述和保证)as of the date hereof, the date of each contract and other transaction in customer’s account and any date on which snc ?risk disclosure statement or trading policies are revised, updated or amended, customer represents and warrants to snc ??and agrees for the benefit of snc ??that:自每份合同签订的日期及在客户的帐户中任何交易的日期起，或者对任何snc 风险声明或交易规定的修改日起，对于所有修改或更新，客户向snc表明及保证，并站在snc 的利益角度同意以下：

customer is of sound mind, legal age (18 in the usa) and legal competence.客户是理智，达到法定年龄(在美国为十八岁)和遵循法律规定。

customer (if not a natural person) is duly organized and validly existing under the applicable laws of the jurisdiction of its organization.客户(如果不是自然人)，是有效存在正式组建并经由法律管辖的组织。

execution and delivery of this agreement and all contracts and other transactions contemplated hereunder and performance of all obligations contemplated under this agreement and all contracts and other transactions contemplated hereunder have been duly authorized by customer.本协定的所有合同和其他在第二十八条和所有根据这项协议的义务下的合同，所有合同和由授权的顾客按照第二十八条规定的义务下执行和实施的其他交易。

each person executing and delivering this agreement and all contracts and other transactions contemplated hereunder on behalf of customer performing the obligations contemplated under this agreement and any contract and other transaction contemplated hereunder on behalf of customer, has been duly authorized by customer to do so.每个人的执行和兑现这项协议，所有合同和其他以第二十八条代表客户履行合同义务的交易合同，这项协议和任何合同和其他交易下，谨代表客户的利益。

execution and delivery by customer of this agreement and all contracts and other transactions contemplated hereunder, and performance of all of customer’s obligations contemplated under this agreement and any contract and other transaction contemplated hereunder, will not violate any statute, rule, regulation, ordinance, charter, by-law or policy applicable to customer. ???????????客户根据本协定的所有合同和其他交易的情况的执行、交付，所有客户的合同义务的行为应依照这项协议和任何合同和其他交易的情况，不违反任何法规、规则,规章、条例、章程，法律或政策适用于顾客。

customer has full beneficial ownership of customer’s account. customer has not granted and will not grant a security interest in customer’s account with snc ?(other than the security interest granted to snc ?hereunder) to any person without snc ?prior written consent. customer has full beneficial ownership of all collateral and will not grant any security interest in any collateral to any person (other than the security interest granted to snc ?hereunder) without prior written consent of snc .客户已拥有客户帐户的全部实益。客户在snc 帐户没有且而不会有对未经snc 事先书面同意的任何人给予权益担保(除第二十八条安全利益给予snc )。客户拥有所有抵押的的充分实益，也不会在任何人未经snc 事先书面同意的任何抵押中给予任何权益担保(除下文中利益安全给予了snc )。

customer will execute and deliver all documents, give all notices, make all filings and take such other actions as snc , in its sole discretion, deems necessary or desirable to evidence or perfect any security interest in favour of snc ?or to protect snc ?interests with respect to any collateral.客户将像snc 一样自主执行和提供所有文件，发出所有通知，进行所有备案和采取其他行动。在其认为必要或适宜时，为了有利于snc ，对任何抵押提供证明或者表示尊重。

customer hereby warrants that regardless of any subsequent determination to the contrary, customer is suitable to trade foreign currency and is a sophisticated foreign exchange investor.客户在此保证，不论之后有何相反的决定，客户是适合进行外汇交易，而且是成熟的外汇投资者。

customer has read and understands the risk disclosure statement contained in this agreement. customer will review snc ?risk disclosures, including, without limitation, snc ?risk disclosure statement, each time they are amended. customer will not affect any opening transaction in customer’s account unless customer understands snc ?revised risk disclosures, and customer agrees that in effecting any opening transaction it is deemed to represent that it has read and understands snc ?revised risk disclosures as in effect at the time of such opening transaction.客户已阅读并了解本协议的风险声明。在每次对snc 风险声明修订后，客户需无限制的重新阅读声明内容。客户不会影响客户的帐户中的任何开盘交易的，除非客户明白snc 风险披露的修改，和客户同意在实际开盘交易时的任何开盘交易进行均被视为已经阅读并理解已修改的snc 外汇风险披露。

customer has read and understands the trading policies contained in this agreement, including, without limitation, snc ?trading policies. customer will review snc trading policies, including, without limitation, snc ?trading policies each time they are amended. customer will not affect any opening transaction in customer’s account unless customer understands snc revised trading policies, and customer agrees that in effecting any opening transaction it is deemed to represent that it has read and understands snc ?revised trading policies as in effect at the time of such opening transaction.客户已经阅读并理解载于本协议的买卖政策，包括但不限于snc 交易政策。客户将审查snc 买卖政策，其中包括但不限于snc 交易政策每次都被修订。顾客不会影响任何开盘交易的客户的帐户，除非客户明白snc 买卖政策的修改，和客户同意在实际开盘交易时的任何开盘交易进行均被视为已经阅读并理解已修改的snc 外汇买卖政策。

customer acknowledges that customer has conducted simulated trading using the snc demo trading platform for a period that has allowed the customer to develop a full understanding of the snc ?internet trading platform an online trading system for spot foreign exchange real-time trading.客户承认曾使用snc 进行模拟外汇交易演示平台，已经允许客户建立一个对snc 外汇网上交易平台的全面认识，为即期外汇实时交易的网上交易系统。

all information provided by customer to snc , including information regarding customer’s trading experience and investment sophistication, is true, correct and complete, and customer will notify snc ?promptly of any changes in such information.所有客户提供给snc 的外汇信息，包括客户真实、正确及完整的交易经验和投资的复杂化，客户将通知snc 外汇及时更改这些信息。

trading （交易）4.1???? authorization to trade for customer’s account subject to the terms of this agreement and all related agreements, including the risk disclosure statement and snc ??trading policies document hereto, the customer account application and any applicable addenda thereto, customer authorizes snc ??to enter, purchase, sell, and clear otc foreign exchange contracts on a spot basis for the customer’s account in accordance with customer’s electronic, written or oral instructions received through the snc ?internet trading platform - an online trading system connected directly to the snc ??trade execution desk, via telephone directly to the snc ??trade execution desk, or via any other communicative means available. 本协议相关的条款和所有的，包括snc 外汇风险披露声明和snc 交易政策文件，客户帐户申请书和任何适用的增编，客户授权snc 外汇进行交易。在现货的基础上按照客户的电子、书面或口头指示为客户的账户，通过snc 外汇网上交易平台——网上交易系统直接与snc 连接应用，可以透过电话或其他通信手段直接连接到snc 外汇交易服务台，明确场外外汇买卖合约

customer agrees to be responsible for any transaction instruction received by snc either electronically via the snc ??internet trading platform (or similar product), or orally over the telephone.? before executing a transaction, snc will require the customer at least?? to provide user name and password authorization electronically via a login procedure or if contacted via the telephone, orally via an identification procedure.? correct information will authenticate the customer and allow the customer to conduct transactions in the authorized snc account for that authentication. 客户同意对snc 通过snc 网上交易平台 (或类似产品)，或电话收到的任何交易指令负责。在执行一项交易前，snc 会请求客户要至少提供经电子授权登录的用户名和密码，如果是通过电话联系，以口头通过鉴定程序。正确的资料将认证客户，并授予其有在snc 帐户进行交易的权利。

if customer’s account is a joint account, snc is authorized to act on the instructions of any one owner without further inquiry, with regard to trading in the account and/or the disposition of any and all assets in the account. snc shall have no responsibility for further inquiry into such apparent authority and no liability for the consequences of any actions taken or failed to be taken by snc ?and any of its employees in reliance on any such instructions or on the apparent authority of any such authorized person(s). 如果客户的账户是一个联名账户，snc 有权在没有作进一步调查下，识演任何户主的角色，买卖和/或处置任何和所有资产帐户。对于交易账户. snc 不承担对这种表见权力的进一步探讨，并这类表见授权，不对snc 和其信赖的任何雇员，按指示或按任何授权的表见代理人，采取或未能采取的任何行动的后果负责。

????? 4.2 pricing information（定价信息）snc ?will make available, by posting on the snc ?internet trading platform-- an online trading system, or by customer electronically contacting any alternative designated by snc, by telephoning the snc ?dealing execution desk, or by any other communicative means available to snc ?and it’s customers, bid and ask prices at which snc ?is prepared to enter foreign currency contracts with authorized customers. each bid or ask price shall be for a spot contract with a specified date and for a specific foreign currency pair.? snc makes no warranty expressed or implied; that bid and ask prices shown represent prevailing bid and ask prices in the interbank market.?? in addition, although snc reasonably expects to make available continuous prices during business hours, because of a number of factors including but not limited to technology failures, communication system delays, lack of interbank liquidity or high market volatility, snc makes no warranties that dealing prices and liquidity will be available continuously to customers either electronically or via the telephone or by any other communication devise. snc 将通过snc 网上交易平台——一网上交易系统，或由客户通过其他任何snc 和其客户指定的方式，拨到snc 或其他任何snc 和其客户协定的交易执行服务台，snc 在已设立的外汇合同与授权客户出价和询价。每次出价或询价应为有具体日期的某一特定外币组合的现货合同。snc 不担保明示或暗示，显示在银行间市场的报价和询价报价为无效的出价或询价。此外，虽然snc 有理由预期在交易时间内定一个持续有效的价格，但由于若干因素，包括但不仅仅是技术故障、通讯系统的延误、银行间缺少流动资金或较大市场波动，snc 不担保客户通过电子或电话或其他任何通信方式下得到的交易价格和流动性可持续有效。

???? 4.3 execution of orders (下单的执行)all contracts made and entered into between customer and snc hereunder will be entered into by snc ?as principal.? snc ?will reasonably attempt to execute all orders that it may, in its sole discretion, accept from customer for the purchase or sale of contracts in accordance with the customer’s electronic, written or typed, or oral instructions. however, snc shall not be responsible for any loss or damage caused, directly or indirectly, by any events, actions or omissions beyond the reasonable direct control of snc , including, without limitation, loss or damage resulting, directly or indirectly, from any delays or inaccuracies in the transmission of orders and/or information due to a breakdown in or failure of any transmission or communication facilities. 所有客户和snc 签订的合同，将被snc 录入。snc 将合理地尝试执行的所有命令，它可在其自行斟酌，接受客户以电子、书面、打字或口头知识的买卖合同。然而，snc 不应对受到任何事件、超出snc 合理直接控制的行为或不行为，直接或间接造成的损失或损害承担任何责任，其中包括但不仅仅是，因任何传输或通讯设施损坏或失败直接或间接造成任何传递订单和/或信息的拖延或不准确。

customer acknowledges, understands and agrees that all market orders and non-market orders such as limit orders, stop-loss orders, one cancels the other orders, or any other non-market order transmitted and accepted by a snc representative, are accepted by snc ?and undertaken on a “best-efforts basis” in accordance with the relevant provisions of the trading policies, as amended from time to time. the customer acknowledges, however, that due to market conditions or other circumstances, snc ?may be unable to execute the order at the market or specified level and the customer agrees that snc ?will bear no liability for failure to execute such orders.? this includes but is not limited to all orders that are entered over a weekend or holiday period when snc is closed forbusiness.? in such circumstances, orders will be executed on a “best-efforts basis” once the market is reopened on the next snc business day. customer acknowledges that execution may not be immediate or at the price dictated by the opening level due to imbalances in orders, market conditions, market liquidity or other circumstances.? snc shall have no responsibility for delays in the transmission of orders due to disruption, market conditions, failure or mal of communications facilities and shall not be liable for any claims, losses, damages, costs or expenses, including attorneys’ fees, to any person or entity as a result of its negligence. 客户承认、理解并同意，所有市场订单和非市场订单，如限价单、止损订单、一放取消另一方订单，或任何其他受snc 的代表传播和接受的非市场订单，都被snc 所接受和在\"尽努力\"的基础上按照有关规定、营运政策、不时修正、客户确认开展。但是，由于市场条件或其它情况，snc 可能无法在市场或客户指定水平上执行。客户需同意，snc 将不承担任何这些命令执行失败的责任。这包括但不仅仅是所有在一个周末或假期期间，snc 停止交易时入场的订单。在这种情况下，当市场在未来snc 的交易日重新开放时，订单将在\"尽努力\"的基础上被执行。客户明确，由于订单不平衡、市场条件、市场流动资金或其他情况，执行不一定是即时的或在规定的价格水平上。snc 不对在发送订单过程中，因扰乱、市场条件、通讯设施的失效或故障造成的延误负责；并不为由于其疏忽造成任何索赔、损失、成本或费用，包括任何人或实体在内的律师费承担责任。

??? 4.4???? positions and orders limitations (仓位和下单限制)snc ?reserves the sole discretionary right to limit the number of open positions which customer may enter, acquire or maintain with snc , to refuse acceptance of any order entered by customer or to alter its dealing relationship with the customer to include or exclude use of any electronic trading network or other trade execution method in any manner and to any extent. snc 保留自行裁量，以限制客户与snc 获得或维持，可能进入的未平仓合约数。拒绝接受任何客户的入场命令或改变其与客户，包括或不包括使用任何电子交易网络或其他以任何方式任何程度的办法执行的交易关系。

???? 4.5 netting (对冲)snc ?retains the right to net all hedged positions at the end of each month at their sole discretion. snc 有权在每月末自由决定对冲所有仓。

margin requirements (保证金要求)customer shall provide to and maintain with snc ?margin in such amounts and in such forms, and within such limits as snc , in its sole discretion, may from time to time require. margin requirements, including initial (opening) margin and maintenance margin requirements, are defined in snc ?trading policies. snc ?may change margin requirements at any time. customer agrees to deposit by immediate wire transfer such additional margin when and as required by snc , and will immediately meet all margin calls in such mode of transmission as snc ?shall, in its sole discretion, designate; provided, however, and notwithstanding any demand for additional margin, snc ?may at any time proceed to liquidate customer’s account in accordance with trading policies. any failure by snc ??to enforce its rights hereunder shall not be deemed a future waiver of such rights by snc , and the customer shall impute no liability to snc ??whatsoever for losses resulting from such failure. no previous margin requirement by snc ?shall preclude snc ?from increasing or decreasing that requirement without prior notice. snc ?may call for additional margin (“margin call”) at any time customer’s margin balance falls below the snc ?maintenance margin level as applied to that account and at any time snc , in its sole discretion, believes that it is prudent to do so. snc ?may at any time liquidate customer’s account in accordance with trading policies and paragraph 12 below. 客户应提供并保持snc 一定数额和一定形式的保证金；而在snc 限度可随时斟酌决定保证金的要求，包括初期(开户时) snc 交易政策指定的保证金和维持保证金的要求。snc 可以在任何时候改变保证金要求。客户立即电汇同意并视snc 需要存入额外保证金时，会立即满足所有保证金要求，在这种传播方式为snc 应自行划定提供的。然而,尽管有额外保证金的需求，按照交易政策和第12段，snc 可以在任何时候进行客户帐户的清算。

security agreement (安全协议)in order to secure any indebtedness or other obligations at any time owing from customer to snc , including, without limitation, 为了确保任何从客户到snc 在任何时间的债务或义务，包括没有限制，

indebtedness or other obligations under any account, contract or other transaction with snc ?; or任何账户的债务或其他义务，合约或其它与snc 的交易；或者

any indebtedness or other obligations resulting from any guarantee by customer of any account, contract or other transaction with snc ?, customer hereby assigns, pledges and grants to snc ??a security interest in and right of setoff against:snc 在保障权益下有权取消任何债务或因任何客户帐户的任何保证，合同或其它与snc 的交易，客户的转让、认捐和送赠；

all of customer’s accounts with snc ;所有snc 帐户的客户

all contracts, cash and other property in customer’s account at snc ??or delivered or otherwise provided by customer to secure its indebtedness or other obligations to snc ??or in snc ??possession or control for any purpose (including safekeeping); and所有在snc 或交付或客户另有规定的合约、现金及其他在客户帐户的财物，以确保其对snc 欠债或其他义务，或snc 为任何目的的控制包括安全保管)；

all products and proceeds of the foregoing (collectively, (i), (ii) and (iii) are referred to as “collateral”).所有前述的产品和收益((i)、(ii)、(iii)被称为\"抵押品\")。 in the event of indebtedness of customer to snc ??for reasons including but not limited to (a) and (b) outlined above, snc ??shall have the right to sell, pledge, rehypothecate, assign, invest, commingle and otherwise use any collateral it holds (including, but not limited to, using the contracts as collateral for a loan to snc ?) free from any claim or right of any nature whatsoever of the customer, including any equity or right of redemption by the customer and to register any collateral in the name of snc ?, its custodian or a nominee for either. any failure by snc ?to enforce its rights hereunder shall not be deemed a future waiver of such rights by snc . snc ?is irrevocably appointed as attorney-in-fact for customer and is authorized, without notice to customer, to execute and deliver any documents, give any notice and to take any actions on behalf of customer, including the execution, delivery and filing of financing statements, that snc ?deems necessary or desirable to evidence or to protect snc ?interest with respect to any collateral. in the event that the collateral deemed acceptable to snc ?(“eligible collateral”) is at any time insufficient to satisfy customer’s indebtedness or other obligations to snc , including obligations to provide margin in accordance with trading policies and paragraph 7 hereof, customer shall promptly pay upon demand the entire amount of such deficit in accordance with trading policies and paragraph 8 hereof. 因客户的snc 债务原因，包括但不仅仅是上述的(a)和(b)，snc 有权出售、抵押、质押、转让、投资，并以其它方式使用任何其所持有的抵押品(包括但不仅仅是，以合同作为snc 的贷款抵押品)，客户不具有对包括客户或其监护人或提名人的任何股权或赎回权，和在snc 名下登记任何抵押品，提出任何索赔或应具的权利。任何snc 对行使其权利的失败，不被认为是snc 未来放弃这些权利。snc 不可撤消地在不通知客户的情况下作为客户和授权的实际代理人，代表客户执行和提供任何文件，发出任何通知并采取任何行动，包括处理、发送融资档案，snc 在举证和保护snc 利益与尊重任何抵押品上被认为是必要或适合的。snc 认为是可接受的抵押品( \"合格的抵押品\" )，即在任何时候，当客户不足以抵偿snc 的负债或其他义务，包括按照贸易政策和第7条，提供保证金的义务，客户应按照贸易政策和第八条要求的，迅速支付全部负债金额。

capacity (性能)any and all contracts and transactions made and entered into by snc ?hereunder as a result of customer directing snc ?to enter into such contracts and transactions, are made and entered into by snc ?as principal. unless otherwise agreed to in writing snc ?shall act as principal in any and all contracts and transactions with the customer and not as broker, intermediary, agent, and advisor or in any fiduciary capacity. the customer understands and recognizes that any and all transactions and contracts entered as a result of customer directing snc ??to enter into such transactions and contracts may be entered by snc , as principal, with financial institutions including, without limitation banks, clearing institutions and foreign exchange dealers (“counter party”) at the sole discretion and option of snc . customer represents, agrees and authorizes snc ??to act as principal in entering, delivering, selling, purchasing and clearing with counter party any and all customer’s contracts. customer shall guarantee and hold snc ?harmless against any loss it may sustain thereby. snc ??may, at its sole discretion and option, act as principal in purchasing, selling, delivering and clearing any contracts, including all customer’s contracts, with the counter party(s). 因客户的snc 债务原因，包括但不仅仅是上述的(a)和(b)，snc 有权出售、抵押、质押、转让、投资，并以其它方式使用任何其所持有的抵押品(包括但不仅仅是，以合同作为snc 的贷款抵押品)，客户不具有对包括客户或其监护人或提名人的任何股权或赎回权，和在snc 名下登记任何抵押品，提出任何索赔或应具的权利。任何snc 对行使其权利的失败，不被认为是snc 未来放弃这些权利。snc 不可撤消地在不通知客户的情况下作为客户和授权的实际代理人，代表客户执行和提供任何文件，发出任何通知并采取任何行动，包括处理、发送融资档案，snc 在举证和保护snc 利益与尊重任何抵押品上被认为是必要或适合的。snc 认为是可接受的抵押品( \"合格的抵押品\" )，即在任何时候，当客户不足以抵偿snc 的负债或其他义务，包括按照贸易政策和第7条，提供保证金的义务，客户应按照贸易政策和第八条要求的，迅速支付全部负债金额。

rollovers (隔夜利息)in the absence of an offsetting or closing liquidation trade done prior to the close of business, snc ?is authorized to rollover all or any portion of the foreign currency positions in customers account at snc ?’s absolute discretion and at customer’s risk to the next settlement spot date.?? rollovers will be executed at rates determined by snc and at snc ’s absolute discretion.? rollover debits or credits will be reflected in the customer’s account at a time after the normal close of the business day for snc.? snc reserves the right to change at its sole discretion, any rollover debits or credits at any time if snc, at its sole discretion deems that the amount debited or credited was in error. 在交易结束前未对所完成的交易作对冲或关闭清算，snc 被授权在其自行决定的和对客户在之后现货交收日的风险下，滚转客户帐户中全部或任何外币份额。滚转执行情况由snc 在其自行的决定权基础上决定。滚转的借记或信贷将在正常交易日关闭后一段时间内反映在客户的帐户上。如果snc 的自行决定的借记或信贷数额被认为有错误，snc 保留自行斟酌在任何时候改变任何借记或贷记的权利。

?liquidation of accounts and deficit balances (账户和赤字余额的清算)in the event of (在以下情况)

the death or declaration of incompetence of customer;死亡或被宣告不能成为客户；

the filing of a petition in bankruptcy, or a petition for the appointment of a receiver, or the institution of any insolvency or similar proceeding by or against customer;递交了一份破产、呈请委任接管人，或任何提起破产诉讼或由客户或对客户的类似诉讼的请愿书；

the filing of an attachment against any of customer’s accounts carried by snc ?;提交一份snc 对任何客户的帐户进行的附件；

insufficient margin, or snc ??determination that any collateral deposited to protect one or more accounts of customer is inadequate, regardless of current market quotations, to secure the account;保证金不足，或snc 不管目前的市场报价，为保护一个或多个保证金不足客户帐户，以保证账???? 户，而给予的任何抵押存款；

customer’s failure to provide snc ?any information requested pursuant to this agreement; or客户未能向snc 提供任何这项协定要求的信息；

any other circumstances or developments that snc ??deems appropriate for its protection; in snc ?’s sole discretion it may take one or more or any portion of, the following actions;任何其他snc 认为是适当保护的情况或发展；在snc 自行斟酌后，可能采取的一个或多个行动如下：

satisfy any obligation customer may have to snc , either directly or by way of guaranty of surety, out of any of customer’s funds or property in its custody or control;履行任何客户对snc 可能有的义务，或直接由保证人担保，对任何客户的资金或财产保管或控制；

sell or purchase any or all foreign currency contracts or other property held orcarried for customer, and出售或购买任何或全部外币合约，或客户持有的其他财产；

cancel any or all outstanding orders or contracts, or any other commitments made on behalf of customer. any of the above actions may be taken without demand for margin or additional margin, without prior notice of sale or purchase or other notice to customer, customer’s personal representatives, heirs, executors, administrators, trustees, legatees, or assigns, and regardless of whether the ownership interest shall be solely that of the customer or be held jointly with others. customer shall at all times be liable for the payment of any deficit balance in customer’s account upon demand by snc ??and, in all cases, customer shall be liable for any deficiency remaining in customer’s account in the event of the liquidation thereof in whole or in part by snc ??or by customer.取消任何或所有未完成的订单或合同，或任何代表客户的其他。有上述情况，未经买卖或其他事先给客户的通知，客户的代表、继承人、遗嘱执行人、监护人、受托人、遗嘱赠予人，或转让，无论受益人是客户单独提名还是联名提名，可不扣除保证金或额外保证金。客户应随时有支付任何snc 要求的赤字。在所有情况下，客户应承担任何帐户中部分由snc 或由客户清算后剩下的赤字。

in the event that the proceeds realized pursuant to liquidation are insufficient for the payment of all liabilities of customer due to snc, customer shall promptly pay upon demand the entire amount of any such deficit, together with all other deficits and all unpaid liabilities of customer.?? included are?? all costs of enforcement and collection, such as, but not limited to, actual attorneys’ fees, disbursements, travel and other expenses, interest on any such deficit and liabilities at a rate equal to five (5) percentage points above the then prevailing prime rate at snc ’s principal bank or the maximum interest rate allowed by law, whichever is lower and any other cost incurred by snc . in the event snc ?incurs expenses other than those for collection of deficits with respect to customer’s account, customer agrees to pay all such expenses in full. 诉讼使依法清算由于snc 客户不足以支付的所有负债。连同其他所有赤字和所有积欠债务，客户应按要求及时支付全部赤字金额，包括所有执行费用和集资等，但不仅限于实际支付律师的费用、付款、旅费和其他费用，任何此类赤字和负债的利息率在法律所允许的snc 主体银行主要利率的五个百分点以上，或法律批准和低于snc 其他任何费用的最低利率。客户同意足额支付snc 支出（除客户帐户部分的赤字的收款）的所有费用。

charges (收费)snc will supply, upon request, a structure of commissions charged at the time of the request. although snc ?reserves the right to change its fee structure at any time at its sole discretion, snc ?will initially only charge for incidental banking related fees such as wire transfers for deposits/withdrawals and returned check fees.? snc ?will also charge customer for the purchase of optional, added services offered by snc . snc 会根据要求收取佣金或经纪费。虽然snc 保留在任何时间自行改变收费结构的权利，但snc 只收取银行附带的相关费用，如电汇存款/取款和退还支票的收费。snc 也将收取客户可选择性购买、由snc 提供的增值服务的费用。

customers who are introduced to snc ?by an introducing brokers or third party advisor被外汇经纪人或第三方顾问介绍给snc 的客户 if an introducing broker or third party advisor introduces the customer to snc , the customer understands that snc ?may pay fees, commissions or other compensation to such person or entity for the introduction. customer acknowledges and agrees that as an introducing broker or third party advisor to snc , the introducing broker or third party advisor does not hold or collect any funds on behalf of snc ?or for the customer’s account.? funds should instead be sent via a wire transfer or other means directly to snc ?for purposes of depositing into your trading account.? snc does not control and cannot endorse or vouch for the accuracy of any information or advice customer may have or will receive by the introducing broker or third party advisor. included in the information and advice without limitation are actual or implied promises made by the introducing broker regarding the future profit or losses in customer accounts as a result of third party trading systems, research reports, market trading advice or interpretation of economic news and events. if customer receives information or trading advice from an introducing broker or third party, snc ?shall in no way be held responsible for any loss resulting from the customers use of information or advice. snc ?provides or otherwise makes available a snc ?risk disclosure document to customers when they open accounts. any customer introduced by introducing brokers or third parties should carefully read the snc ??account application, snc ??risk disclosure document and snc ??trading policies document and should not rely on information supplied by the introducing broker or third party. customer should understand that introducing brokers or third party advisors are often not regulated by a government agency and that the introducing broker or third party advisor shall have the right to access information regarding the account of the customer including but not limited to account information, customer address, phone number, email address. the introducing broker or third party advisor will not have trade authorization privileges unless granted in writing by the customer via the signing of a power of attorney document authorizing the trading. 如果介绍经纪人或第三方顾问向客户介绍snc 外汇，顾客了解到snc 外汇可能需向个人或实体支付费用、佣金或其他报酬等进行介绍。客户确认并同意介绍经纪人或第三方顾问介绍snc 外汇，介绍经纪人或第三方顾问不持有或收取任何代表snc 外汇的保证金资金或为客户的帐户。资金应该是透过电汇或其他方式直接发往snc ，作为将保证金进入交易的帐户。snc 外汇不管制，并不认同或担保客户可能或会接受经介绍经纪人或第三方顾问的任何资料或意见的准确性。包括介绍经纪人就未来由于第三方电子交易系统、研究报告、市场交易咨询或解释经济新闻和事件致使客户账户盈利或亏损所作为的，没有限制的实际或默示的信息和意见。若客户从介绍经纪人或第三方收到信息或买卖咨询，snc 外汇绝不对由客户使用信息或忠告所致的任何损失负责。snc 外汇提供或以其他方式使snc 现有的外汇风险在客户开户时披露。任何介绍经纪人或第三方的客户应当仔细阅读snc 外汇帐户申请书，snc 外汇风险披露文件及snc 外汇交易政策文件，而不应依赖通过中间商或第三方提供的信息。客户确认并明确，保证金外汇交易涉及的风险非常高，许多人因买卖外汇而损失金钱。所有客户应该明白，他们在买卖外汇时只是买卖风险资本基金。风险资本

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