



輝立商品(香港)有限公司

期貨客戶協議補充:

條款	修訂內容	生效日期
3.25	倘若在任何時候，客戶在本公司以外的香港期貨交易所屬下成員處開立一個或多個帳戶，以進行期貨合約有關的交易，而且客戶之未平倉期貨合約之總數已相等於香港期貨交易所董事會（「董事會」）所規定之「大額未平倉合約」，則客戶應當即時向本公司報告此「大額未平倉合約」事宜並根據本公司相關的要求提供資料。客戶藉此確認，本公司有責任根據香港期貨交易規則、規例及程序第 628 條的規定向香港期貨交易所匯報有關客戶「大額未平倉合約」的資料，客戶藉此同意本公司向香港期貨交易所提供該等資料。	05/02/2020
10.2	只要不影響本公司擁有之任何其他權利或補救方法，倘若發生任何違約事件，在無須事先要求、催促、或通知客戶或獲得客戶同意之之情況下：	20/07/2020
10.3	若根據第10.2條出售/處置任何合約： (i) 如果本公司已經作出了適當努力並以當時的市場價格賣出或處置合約或其中任何部分，本公司將不承擔因此導致的任何損失； (ii) 本公司有權按其酌情權以當時的市場價格，為其本身保留或向其他人賣出或處置客戶擁有的所有合約或其中任何部分。本公司不會以任何方式承擔因此而導致的損失，並且沒有義務說明本公司和/或其任何聯營公司由此而獲得的任何利潤； (iii) 如果根據條款第 10.2 條採取行動所獲得的淨收益不足以彌補客戶欠本公司和/或其任何聯營公司的款項，客戶同意向本公司和/或其任何聯營公司支付其不足部分；及 (iv) 客戶欠本公司的一切債務清償後的任何收入餘額應付予客戶。	20/07/2020



Phillip Commodities (HK) Limited

Supplement to the Futures Client Agreement:

Clause	Amended Content	Implementation Date
3.5	If the Customer shall at any time open one or more accounts with members of the HKFE other than the Company for the purpose of carrying out transactions relating to Contracts, and the Customer's number of Contracts in aggregate amounts to a "Large Open Position", as determined by the board of the HKFE, the Customer shall report to the Company immediately of such "Large Open Position" and provide the Company with such information as the Company may require in connection therewith. The Customer hereby confirms and acknowledges that the Company is obliged to report information relating to Customer's "Large Open Position" to the HKFE as required by Rule 628 of the Rules, Regulations and Procedures of the Futures Exchanges and the Customer hereby consents to the release of such information by the Company to the HKFE.	05/02/2020
10.2	Without prejudice to any other rights or remedies which the Company may have, if any of the Events of Default shall occur, without prior demand, call or notice to the Customer or without obtain Customer's consent :	20/07/2020
10.3	In the event of any sale/dispose any Contract pursuant to Clause 10.2: (i) the Company shall not be responsible for any loss occasioned thereby howsoever arising if the Company has used reasonable endeavours to sell or dispose of the Contract or any part thereof at the then available market price; (ii) the Company shall be entitled to keep for itself or sell or dispose of the Contract or any part thereof at the available market price to any person at its discretion without being in any way responsible for loss occasioned thereby howsoever arising and without being accountable for any explanation of profit made by the Company and/ or any of the Associates; (iii) the Customer agrees to pay to the Company and/or any of the Associates any deficiency if the net proceeds of action taken pursuant to Clause 10.2 shall be insufficient to cover all the outstanding balances owing by the Customer to the Company and/or any of the Associates; and (iv) Any proceeds remaining after discharge of all the Customer's liabilities to the Company shall be paid to the Customer.	20/07/2020