

RMB Kilobar Gold Sales and Purchase Agreement

人民幣公斤條黃金買賣合約



First Asia Merchants Bullion Limited
第一亞洲商人金銀業有限公司

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RMB Kilobar Gold and Sales Purchase Agreement

人民幣公斤條黃金買賣合約

THIS AGREEMENT made the _____ day of _____

本協議於 _____ 年 _____ 月 _____ 日訂立。

BETWEEN

訂約各方：

- (1) First Asia Merchants Bullion Limited whose registered office is situated at 6th Floor, Allied Kajima Building, 138 Gloucester Road, Wanchai, Hong Kong (hereinafter called "the Company" which expression shall where the context so admits include its successors and assigns) of the one part; and
訂約一方為第一亞洲商人金銀業有限公司，註冊辦事處位於香港灣仔告士打道 138 號聯合鹿島大廈 6 樓（下稱「本公司」，如文意許可，此詞語包括其承繼人及承讓人）；及
- (2) The party whose name, address and description are set out in the Client's Information Statement annexed hereto (hereinafter called "the Client" which expression shall where the context so admits includes his executors, administrators and successors, and in the case of a partnership, each and every partner of the partnership, and in the case of a company, whether incorporated or not) of the other part.
訂約另一方為本協議附錄的客戶資料表列出其姓名／名稱、地址及身份的人士（下稱「客戶」，如文意許可，此詞語包括其遺囑執行人、遺產管理人及承繼人；如屬合夥，包括有關合夥的每名合夥人；如屬公司，不論其是否法團亦然）。

WHEREAS

鑑於：

1. The Client has for investment reasons opened one or more accounts with the Company for the purpose of buying from and selling to the Company Kilobar Gold (as hereinafter defined).
客戶基於投資理由，在本公司開立一個或多個賬戶，藉以從本公司買入公斤條黃金（詳見下文釋義）及將公斤條黃金賣給本公司。
2. The Company has agreed to sell to and buy from the Client Kilobar Gold from time to time, upon such terms and conditions hereinafter set out.
本公司同意不時按下文列出的條款及細則，將公斤條黃金賣給客戶及從客戶買入公斤條黃金。

NOW IT IS AGREED as follows:

現協議如下：

1. In this Agreement, the following expressions shall, unless the context requires otherwise, have the following meanings :-
在本協議中，除非文意另有所指，否則以下詞語應具以下涵義：
"CGSE" means the Chinese Gold & Silver Exchange Society;
「金銀貿易場」 指金銀業貿易場；
"Kilobar Gold" means 99.95% or above fineness gold bullion or bar manufactured by CGSE accredited gold refineries in the weight of 1 kilogram;
「公斤條黃金」 指金銀貿易場認可黃金煉鑄商所生產成色 99.95%或以上，重量 1 公斤的黃金；
"RMB" means the currency of the People's Republic of China commonly known as "Renminbi" or "RMB";
「人民幣」 指中華人民共和國的貨幣，一般稱作「人民幣」；
"Trading Day" means a day, which is not Saturday (starting from 3:30 a.m. on Saturday), Sunday and Hong Kong public holidays, on which the Client gives a purchase order or sale order to the Company to purchase or sell Kilobar Gold;
「交易日」 指客戶可向本公司發出買入或賣出公斤條黃金的買賣或賣盤，並不屬於星期六（由星期六凌晨 3 時 30 分開始）、星期日及香港公眾假期的日子；
"Trading Hours" Means the trading hours (Hong Kong time) starting from 8:00 a.m. and ending at 3:30 a.m. on the next day morning.
「交易時間」 指（香港時間）上午 8 時起至翌日凌晨 3 時 30 分止的交易時間。

PURCHASE OF KILOBAR GOLD

購入公斤條黃金

2. The Company and the Client hereby acknowledge and agree that the following sub-clauses shall be applicable to the Client's purchase of Kilobar Gold from the Company:
本公司及客戶特此確認及同意，以下各分條均適用於客戶從本公司購入的公斤條黃金：
 - (i) The Client shall deposit a sufficient sum calculated as hereinafter provided with the Company at least 1 day (cleared funds by 5pm) before the Trading Day. The amount of deposit ("the Deposit") shall be calculated in the following manner:
 $15\% \times \text{quantity of Kilobar Gold intended to be purchased by the Client} \times \text{the latest settlement price of Kilobar Gold as at the date of deposit in RMB as quoted by CGSE}$
客戶須於交易日前至少一天（於下午 5 時以結清資金），將按下文規定計算的足夠款項存交本公司。存款（「按金」）的金額須按以下方式計算：
 $15\% \times \text{客戶擬購入的公斤條黃金數量} \times \text{金銀貿易場於存款日期以人民幣所報公斤條黃金的最新結算價}$
 - (ii) The purchase order, including the quantity of Kilobar Gold intended to be purchased by the Client and the bidding price therefor, shall be given by the Client to the Company direct by telephone during the Trading Hours on a Trading Day.
客戶須於交易日的交易時間內，以電話方式直接向本公司發出買盤，包括客戶所擬購入的公斤條黃金數量及其買入價。

- (iii) The Client shall pay and the Company shall receive an administration fee at the time when the Client places a purchase order with the Company at such rate as the Company may from time to time notify the Client or otherwise prescribed by the Company as being the rate or rates applicable to the purchase order.
在客戶向本公司發出買盤時，客戶須支付而本公司將收取行政費，有關行政費將按本公司不時通知客戶的費率或本公司訂為買盤適用的費率計算。
- (iv) The Client shall, after taking into account of the Deposit, settle the transaction price of the Kilobar Gold bought by him on the Trading Day ("the Purchase Transaction Price") and a handling fee at the rate of RMB¥1000 per kilogram within 1 day from the Trading Day during Trading Hours.
客戶須於有關交易日後一天的交易時間內，經計算按金後，結清客戶於有關交易日買入的公斤條黃金的交易價（「購入交易價」）及按每公斤人民幣 1000 元計算的手續費。
- (v) The title to all the Kilobar Gold purchased by the Client shall remain vested in the Company until all the sums payable by the Client pursuant to sub-clauses (iii) and (iv) above shall have been paid in full to the Company.
客戶所購入公斤條黃金的所有權，仍歸屬本公司所有，直至客戶根據上文第(iii)及(iv)分條的規定，將所有須付的款項全數付給本公司為止。
- (vi) Should the Client fail to complete the purchase in accordance with the purchase order (including without limitation the failure to pay the Company's administration fee, the Purchase Transaction Price or the said premium or any part thereof in the manner, on the dates and within the time herein stipulated), the Client shall be deemed to be in breach and repudiation of the purchase order and the Company may forthwith annul the purchase order, whereupon the Company shall be entitled to forfeit such part of the Deposit paid by the Client equal to 15% of the Purchase Transaction Price absolutely and to retain the balance of the Deposit, if any, as security for the Client's liability to the Company hereunder without prejudice to the right of the Company to claim against the Client for all loss and damages (including all costs and expenses incurred by the Company in connection with or arising out of the purchase order, on full indemnity basis) suffered by the Company as a result of the breach and repudiation of the purchase order by the Client.
若客戶未有按照買盤完成購入（包括但不限於未有按照本文規定的方式、日期及時間內支付本公司的行政費，購入交易價或所述溢價或其任何部分），客戶將被視為違反及不履行買盤，而本公司絕對有權沒收客戶所付的按金中相等於購入交易價 15% 的部分，並可留存按金餘額（如有），作為本文客戶須向本公司承擔責任的抵押，並不損害本公司基於客戶違反及不履行買盤而蒙受的一切損失及損害（包括本公司基於買盤所產生或有關的一切費用及支出，均按完全彌償基準計算）而向客戶提出申索的權利。
- (vii) Subject to the Client's compliance with sub-clauses (iii) and (iv) above, the Company shall deliver to the Client the Kilobar Gold purchased by him as soon as practicable, and in general, within 2 days from the Trading Day.
在客戶遵行上文第(iii)及(iv)分條的規定後，本公司將於切實可行時及一般會在有關交易日後兩天內，盡快將客戶所購入的公斤條黃金交付給客戶。
- (viii) The Client is entitled to keep the Kilobar Gold purchased by him at the warehouse of the Company provided that the Client shall pay the Company a storage fee or such other rate as the Company may from time to time notify the Client and all the insurance premium and costs of delivery. The Client is entitled to, at his own costs, collect the Kilobar Gold kept at the Company's warehouse by giving 5 business days' prior written notice to the Company.
客戶有權在本公司的倉庫存放客戶所購入的公斤條黃金，但客戶須支付存倉費或本公司不時通知客戶的其他費率計算的存倉費及所有保險費及運送費用。在向本公司發出五個營業日的事前書面通知後，客戶有權自費收取在本公司倉庫內存放的公斤條黃金。
- (ix) The Kilobar Gold supplied by the Company to the Client shall be in accordance with the Company's standard sales specification. Save for the foregoing, all express or implied warranties and conditions statutory or otherwise as to quality, merchantability or fineness of the Kilobar Gold are hereby expressly excluded.
本公司供應給客戶的公斤條黃金，須符合本公司的標準銷售規格。除前文所述外，所有關於公斤條黃金的品質、商售性或適合性的明確或隱含保證及條款（不論法定或其他性質亦然），均特此明確免除。

SALE OF KILOBAR GOLD

賣出公斤條黃金

3. The Company and the Client hereby acknowledge and agree that the following sub-clauses shall be applicable to the Client's sale of Kilobar Gold:
本公司及客戶特此確認及同意，以下各分條均適用於客戶賣出的公斤條黃金：
- (i) The Client shall deliver the Kilobar Gold in such quantity (if the Client is in possession of the Kilo Gold) or the deposit slip issued by the Company (if the Kilobar Gold is kept at the warehouse of the Company) to the Company at least 2 business days before the Trading Day.
客戶須於交易日前至少兩個營業日，將有關數量的公斤條黃金（如客戶已管有有關公斤條黃金）或本公司發出的存放收據（如公斤條黃金存放於本公司倉庫）交付給本公司。
- (ii) The Client hereby warrants that the fineness of the Kilobar Gold to be sold by him is 99.95% or above and the weight is one kilogram.
客戶特此保證其賣出的公斤條黃金，成色將會是 99.95%或以上，重量則為一公斤。
- (iii) The Client hereby agrees that the Company has the absolute right and discretion to send the Kilobar Gold delivered by him to CGSE for verification as to the weight and fineness before accepting any sale order from the Client. The Client agrees to pay all the costs charged by CGSE for the said verification.
客戶特此同意，本公司擁有絕對權利及酌情權，可於接受客戶的任何賣盤之前，將客戶交付的公斤條黃金送交金銀貿易場，藉以核證重量及成色。客戶同意支付金銀貿易場因所述核證而收取的一切費用。
- (iv) It is hereby agreed between the parties hereto that if the fineness of the Kilobar Gold delivered by the Client to the Company is below 99.95% or above or the Kilobar Gold is less than one kilogram, the Company may either refuse to accept the Client's sale order forthwith or, as the case may be, treat the Client to be in breach and repudiation of the sale order, and in either case, the Company shall be entitled to retain the Kilobar Gold delivered by the Client to the Company as security for the Client's liability to the Company hereunder without prejudice to the right of the Company to claim against the Client for all loss and damages (including all costs and expenses incurred by the Company in connection with or arising out of the sale order, on full indemnity basis) suffered by the Company as a result of the breach and repudiation of the sale order by the Client.
協議雙方特此協議，若客戶交付本公司的公斤條黃金的成色低於 99.95% 或有關公斤條黃金不足一公斤，則本公司可即時拒絕接受客戶的賣盤或（視乎情況而定）將客戶視作違反及不履行賣盤，而在此兩種情況下，本公司均有權留存客戶交付本公司的公斤條黃金，作為本文客戶須向本公司承擔責任的抵押，並不損害本公司基於客戶違反及不履行賣盤而蒙受的一切損失及損害（包括本公司基於賣盤所產生的一切費用及支出，均按完全彌償基準計算）而向客戶提出申索的權利；但若然客戶如前所述違約，本公司仍可自行酌情確認賣盤或完成購入，則本公司仍可保留本公司因客戶違反賣盤而蒙受的一切損失及損害而向客戶提出申索的權利。

- (v) Without prejudice to the right of the Company mentioned in sub-clause (iv) of this clause, the Client hereby further acknowledges and agrees with the Company that the Company's acceptance and performance of the Client's sale order shall not be deemed to operate as waiver by the Company of or in any way prejudice any right of the Company to claim against the Client in respect of the Client's breach of his warranty under this clause 3(ii) above.
在不損害本條第(iv)分條所述的本公司權利的情况下，客戶特此進一步確認及與本公司協議，本公司接受及執行客戶的賣盤，不得視作本公司放棄或以任何方式損害本公司因客戶違反本條上文第 3(ii)條規定的客戶保證而向客戶提出申索的權利。
- (vi) The sale order, including the quantity of Kilobar Gold intended to be sold by the Client and the asking price therefor, shall be given by the Client to the Company direct by telephone during the Trading Hours on a Trading Day.
客戶須於交易日的交易時間內，以電話方式直接向本公司發出賣盤，包括客戶所擬賣出的公斤條黃金數量及其賣出價。
- (vii) The Client shall pay and the Company shall receive an administration fee at the time when the Client places a sale order with the Company at such rate as the Company may from time to time notify the Client or otherwise prescribed by the Company as being the rate or rates applicable to the sale order.
在客戶向本公司發出賣盤時，客戶須支付而本公司將收取行政費，有關行政費將按本公司不時通知客戶的費率或本公司訂為賣盤適用的費率計算。
- (viii) The Company shall pay the transaction price, net of administration fee, of the Kilobar Gold sold by the Client on the Trading Day ("the Sale Transaction Price") to the Client as soon as practicable, and in general, within 3 days from the Transaction Day during Trading Hours.
本公司將於切實可行時及一般會在交易日期後三天內，在交易時間內盡快將客戶於有關交易日所賣出公斤條黃金的交易價（已扣除行政費）（「賣出交易價」）付給客戶。

IN GENERAL

一般規定

4. Time shall in every respect be of the essence of this Agreement.
時間在各方面均為本協議的要素。
5. The Client hereby acknowledges and agrees that the Company retains the right, at its absolute discretion, to refuse to accept any purchase order or sale order from the Client without giving any reasons for such refusal and without being liable to the Client for any loss to the Client arising from such refusal.
客戶特此確認及同意，本公司保留權利，可自行絕對酌情拒絕接受客戶發出的任何買盤或賣盤，毋須給予任何拒絕理由，亦毋須就客戶因被拒絕而產生的任何損失而向客戶承擔任何責任。
6. The Client shall accept, observe and comply with all trading regulations stipulated by the Company and notified to the Client from time to time.
客戶須接受、遵從及遵行本公司不時訂定並通知客戶的所有交易規例。
7. By way of continuing security in favor of the Company for all the monies and liabilities which are now or may at any time hereafter be outstanding owing and/or payable by the Client to the Company hereunder, the Client hereby pledges in favor of the Company all the Kilobar Gold now or at any time hereafter held by the Company for the Client whether for safe custody or otherwise and the Client hereby acknowledges and agrees that the Company shall have a lien on and be entitled to retain the said Kilobar Gold and the Company may without prior notice to or consent from the Client or any other person sell the said Kilobar Gold or any part thereof for such price at such time and in such manner as the Company may in its absolute discretion decide and apply the proceeds thereof to settle any outstanding sum due by the Client to the Company hereunder.
客戶特此將本公司現時或此後任何時間代表客戶持有（不論基於穩妥保管或其他理由）的所有公斤條黃金質押予本公司，作為本文所載客戶現時或此後任何時間未清償、所欠及／或須付予本公司的所有款項及債務而給予本公司的延續抵押。客戶特此確認及同意，本公司對所述公斤條黃金享有留置權，並有權留存所述公斤條黃金，而本公司可按其絕對酌情決定的價格、時間及方式賣出所述公斤條黃金或其任何部分，毋須事先通知客戶或任何其他人士，亦毋須獲得客戶或任何人士同意，並可應用出售所得款項，藉以結清本文客戶所欠本公司的任何未清償款項。
8. If the Client has more than one account of whatever nature with the Company, the Company shall be entitled and empowered at its absolute discretion without prior notice to or consent from the Client to combine and consolidate all or any of the said accounts for the purpose of set-off, and in so doing, the Company may convert any moneys or proceeds in the said accounts into any currency by any lawful means and at such rate of exchange as conclusively determined by the Company without reference to or consent from Client and without being liable to the Client for any loss to the Client arising from such conversion.
若客戶已在本公司開立一個或多個任何性質的賬戶，本公司將有權並獲授權基於抵銷而絕對酌情決定合併及綜合全部或任何所述賬戶，毋須事先通知客戶，亦毋須客戶同意；若進行抵銷，本公司可藉任何合法方式，按本公司定論地釐定的匯率，折算所述賬戶內任何款項或收益成為任何貨幣，毋須諮詢客戶意見或客戶同意，亦毋須就客戶因有關折算而產生的任何損失而向客戶承擔任何責任。
9. In the event that (i) the Company deems it necessary for the protection of the Company, or (ii) the Client shall become bankrupt or insolvent by reason of its inability to pay its debts as they fall due, or shall enter into liquidation whether voluntarily or compulsorily, or shall have appointed a receiver for all or any part of its assets, or suffer from the filing of a petition for its winding-up or similar action in consequence of a debt, or if the Client otherwise becomes (voluntarily or involuntarily) the subject of any equivalent procedures entering any relevant bankruptcy, liquidation, re-organization or similar law, or (iii) if, in the opinion of the Company, the Client has breached any terms of this Agreement, or (iv) the Client defaults in respect of any transaction with the Company to which it is a party, or (v) any warrant or order of attachment or distress or equivalent order is issued against any of the accounts maintained by the Client with the Company, or a judgment is levied enforced or executed against any such account, or (vi) a judicial declaration of incompetence is made in respect of the Client, or the Client dies, then all amounts owed by the Client to the Company shall become immediately due and payable, and interest will accrue on the amounts outstanding from time to time. The further performance by the Company of any of its outstanding obligations to the Client under this Agreement (whether for the payment of money or otherwise) shall be conditional upon the Client having fully discharged all its obligations to the Company under this Agreement and the Company shall be entitled, at its absolute discretion, to terminate this Agreement forthwith without notice to the Client but without prejudice to any right of action of the Company in respect of any breach by the Client of any terms and conditions herein contained.

若 (i) 本公司認為基於保障本公司而有所需要，或 (ii) 客戶因無法支付到期債務而破產或無力償債，或自動或強制清盤，或客戶的所有或任何資產已經委任接管人，或因債務而被提出清盤呈請或類似訴訟，或客戶以其他方式（自動或強制）成為任何有關破產、清盤、重組或同類法律的同等程序的對象，或 (iii) 本公司認為客戶已違反本協議的任何條款，或 (iv) 客戶在本公司為一方的交易中違責，或 (v) 對客戶在本公司維持的任何賬戶發出財物扣押令或扣押令或同等命令，或針對有關賬戶實施、強制執行及執行判決，或 (vi) 對客戶作出不稱職的司法聲明，或客戶去世，則客戶所欠本公司的所有款項，將立即到期繳付，並按不時未清償款項計收利息。若要本公司進一步履行本協議所載本公司須向客戶履行的任何尚未履行責任（不論付款或其他責任亦然），須以客戶已完全履行本協議所載客戶須向本公司履行的所有責任作為條件，而本公司有權絕對酌情決定即時終止本協議，毋須通知客戶，但不損害本公司就客戶違反本文所載的任何條款及細則而享有的任何訴訟權利。

10. Without prejudice and in addition to clause 9 above, this Agreement shall remain in force for a period of 36 months from the date hereof and shall continue thereafter until terminated by either party giving one month's prior written notice to the other.

在不損害及附加於上文第 9 條的情況下，本協議自本協議日期起計，有效期為三十六個月，其後繼續有效，直至任何一方向他方發出一個月事前書面通知終止本協議為止。

11. Upon termination of this Agreement by the Company pursuant to the provisions of this Agreement, the Company shall be entitled to cancel or close all or any of the accounts kept by the Client with the Company or cancel all or any orders, and the Client shall be liable for any deficit, cost or expense (including legal costs) incurred by the Client or suffered by the Company as a result, on full indemnity basis. The cancellation or closing of the Client's account(s) by the Company shall not affect the rights and/or obligations of either party incurred prior to the cancellation or closing of the Client's account(s).

在本公司根據本協議的條文終止本協議後，本公司有權取消或結束客戶在本公司開立的所有或任何賬戶，或取消所有或任何買賣盤，而客戶須就客戶因而產生或本公司因而蒙受的任何不足之數、費用或支出（包括法律費用）而按完全彌償基準承擔責任。若本公司取消或結束客戶賬戶，將不會影響任何一方於取消或結束客戶賬戶之前已產生的權利及／或責任。

12. This Agreement contains the whole agreement between the parties and that each party has not relied upon any oral or written representation made to it by the other or its employees or agents and has made its own independent investigations into all matters relevant thereto. This Agreement supersedes all or any prior representation or agreement between the parties whether written or oral and any representation or agreement is hereby revoked or withdrawn or cancelled.

本協議載述雙方所訂立的全部協議，而每方均不倚賴他方或其僱員或代理人所作出的任何口頭或書面陳述，並已對與此有關的所有事宜自行作出獨立調查。本協議取代雙方先前作出或訂立的所有或任何陳述或協議（不論書面或口頭亦然），而任何陳述或協議均特此予以廢除、撤銷或取消。

13. The validity, construction, interpretation and enforcement of this Agreement shall be governed by the laws of Hong Kong and the parties hereto agree to submit to the non-exclusive jurisdiction of the Court of Hong Kong. If any statute shall hereafter be enacted or any rule or regulation shall hereafter be stipulated by the Company or any authorities, which shall affect in any respect of or be inconsistent with, any of the provisions of this Agreement, the affected provisions shall be deemed to have been varied, modified or superseded (as the case may be) by the said statute, or the said rule or regulation, but all other provisions of this Agreement shall remain valid and effective.

本協議的效力、詮釋、釋義及執行，均受香港法律管轄，而本文雙方均同意願受香港法院的非專屬司法管轄權管轄。若此後制定的法規或本公司或任何機關訂定的任何規則或規例，在任何方面與本協議的任何條文有所抵觸，所涉條文應被視作被所述法規或所述規則或規例變更、修改或取代（視乎情況而定），但本協議的所有其他條文將仍屬有效及有所作用。

14. If more than one person execute this Agreement as Client, all such persons agree to be jointly and severally liable for the obligation and liability under this Agreement.

若有多於一人以客戶身份簽訂本協議，則所有有關人士同意為本協議規定的義務及責任承擔共同及各別責任。

15. The Client shall not assign, transfer or license all or any rights or obligations under this Agreement.

客戶不得轉讓、轉移或特許本協議的所有或任何權利或責任。

16. (i) The Company shall not be responsible or liable for any delay in transmission of the instruction including but not limited to the purchase order and sale order, due to any breakdown or failure of any transmission or communication facilities, or any power failure, or any other causes beyond the reasonable control or anticipation of the Company.

本公司毋須為基於任何傳輸或通訊設施失靈或故障、停電或本公司合理控制或預期範圍以外的其他原因所導致的傳輸指示（包括但不限於買賣盤及賣盤）延誤負責或承擔責任。

- (ii) The Client agrees that the Company and any of its officers, employees, and agents shall not be liable for any loss or have any responsibility:

客戶同意，本公司及其任何高級人員、僱員及代理人毋須因以下情況引致的損失而承擔責任或負責：

- (a) for damages resulting from a cause over which the Company, its officers, employees and agents do not have control, including but not limited to any government restriction, suspension of trading, failure of electronic or mechanical equipment or communication lines, telephone or other interconnection problems, incompatibility of computer hardware or software, problems with other equipment or services relating to the Client's computer, power failure, problems with data transmission facilities, unauthorized access, theft, fire, war, strikes, civil disorder, acts or threatened acts of terrorism, natural disasters or labour disputes.

本公司、其高級人員、僱員及代理人的控制範圍以外的原因所引致的損害，有關原因包括但不限於政府限制、暫停交易、電子或機械設備故障，或電訊線路、電話或其他接駁問題，電腦硬件或軟件不相容，客戶電腦有關的其他設備或服務的問題，停電、數據傳輸設施問題、未經許可取用、盜竊、火災、戰爭、罷工、民亂、恐怖主義行為或威脅作出的恐怖主義行為、天然災害或勞工糾紛。

- (iii) The Client agrees to pay any fees, if any, that the Company may charge him for using the On-Line Services.

客戶同意支付本公司因客戶使用網上服務而收取的任何費用。

- (iv) The Client acknowledges and agrees that the Company is the owner of the On-Line Services. The Client shall not attempt to tamper with, modify, disassemble, reverse engineer, damage, destroy or otherwise alter any of the hardware and/or software of the On-Line Services in any way or sub-license the use of the On-Line Services, and shall not attempt to gain unauthorized access to the On-Line Services or use the On-Line Services in any way other than as On-Line Services. The Client undertakes to notify the Company immediately if he becomes aware that any of the actions described above in this sub-clause are being attempted or perpetrated by any person.

客戶確認及同意，本公司是網上服務的擁有人。客戶不得試圖以任何方式干預、修改、反匯編、逆向研製、損害、毀壞或另行改動網上服務的任何硬件及／或軟件，或再特許網上服務的使用權，並不得試圖未經許可取用網上服務，或以任何方式使用網上服務作為網上服務以外的用途。客戶承諾於得悉有任何人士試圖進行或作出本分條上文所載的任何作為，將會立即通知本公司。

- (v) The Client agrees to defend, indemnify and hold the Company, its officers, employees and agents harmless from any against any and all claims, losses, liability, costs and expenses arising out of or in connection with the Client's use of the On-Line Service, including but not limited to his violation of this Agreement. This obligation will survive the termination of this Agreement.

客戶同意就客戶使用網上服務（包括但不限於客戶違反本協議）所產生或有關的任何及所有申索、損失、責任、費用及支出而為本公司、其高級人員、僱員及代理人作出辯護，並向本公司、其高級人員、僱員及代理人作出彌償及維持前述各人不受損害。此項責任在本協議終止後仍屬有效。

- (vi) The Client understands and accepts that the Company may at any time in its sole and absolute discretion and without prior notice to the Client, suspend, prohibit, restrict or terminate the Client's access to the On-Line Services.

客戶明白及接受本公司可於任何時間全權絕對酌情決定暫停、禁制、限制或終止客戶取用網上服務，毋須事先通知客戶。

17. Any notice given by the parties hereto pursuant to any provisions hereof shall be deemed to have been duly given if addressed to the respective addresses of the parties hereto mentioned as aforesaid and shall be deemed to have been duly served on the day of delivery if delivered by hand or on the day following the posting if delivered by post.

任何一方根據本文任何條文發出的通知，如發往前文所述收件方的地址，應當作發送妥當的通知；如通知以專遞方式送交，應於送交當天或（如屬以郵遞方式寄交）於投寄後翌日視作妥為送達。

18. In this Agreement

在本協議中

- (i) reference to clauses, sub-clauses and schedules are, unless otherwise stated, clauses, sub-clauses and schedules of this Agreement;

凡提述條款、分條及附表，除非另有說明，否則應指本協議的條款、分條及附表；

- (ii) reference to statute or statutory provision includes a reference to it as amended, extended or re-enacted from time to time;

凡提述法規或法例條文，包括提述經不時修訂、擴闊或重訂的法規及法例條文；

- (iii) words denoting the singular number also include the plural and vice versa and words denoting the masculine gender shall include the feminine; and

凡屬單數的文字，其涵義亦包括眾數，反之亦然；凡屬陽性的文字，其涵義包括陰性；及

- (iv) references to person includes a reference to company, incorporated or unincorporated.

凡提述人士，包括提述公司，不論屬法團或不屬法團亦然。

Signature 簽署

Applicant 申請人 #1 _____
with Company Chop where applicable
連同公司印章（如適用）

Date 日期： _____

Applicant 申請人 #2 _____
(For joint applicant) with Company Chop where applicable
(適用於聯名申請人) 連同公司印章（如適用）

Date 日期： _____

**Acknowledgement by
First Asia Merchants Bullion Limited**
第一亞洲商人金銀業有限公司確認
We acknowledge and agree to the above
我們確認並接受

First Asia Merchants Bullion Limited
獲第一亞洲商人金銀業有限公司授權人士

Date 日期： _____