

# TERMS AND CONDITIONS

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## DEFINITIONS

Whenever used in this Agreement, unless inconsistent with the subject matter or context, the following words shall have the following meanings:

"Acceptance" has the meaning given in clause 6.2.4 of this Agreement.

"Agreement" means these general terms and conditions, together with all schedules, attachments or other documents attached or referred to herein;

"Authorised User" has the meaning given in clause 6.1 of this agreement.

"Client Account" means the Client's AVI account which operates under the terms of this Agreement and allows the Client and the nominated Authorised Users to enter into currency transactions or bullion transactions with AVI;

"Credit Limit" means the limit on the total amount of credit that AVI will provide to the Client as described in clause 6.4.1;

"Client" means the Client named in this Agreement, together with its subsidiaries, affiliates, successors and/or assigns, as well as its officers, directors, employees and agents;

"Contract" means a transaction in which the Client agrees to purchase or sell currency or bullion from or to AVI or enter into any other transaction with AVI for the provision of AVI's services under the applicable Trade Contract Terms;

"Day" means a day on which commercial banks are open for business (including dealings in foreign exchange) in the place specified by AVI for that purpose;

"General Financial Product Advice" means a recommendation, statement of opinion or a report given by AVI to the Client on financial products as described in the PDS that AVI may provide to the Client without consideration of the personal objectives, circumstances or needs of the Client.

"Force Majeure Event" means events or causes including, but not limited to, the following: an act of God, peril of the sea, unavoidable accident of navigation, war (whether declared or not), sabotage, riot, insurrection, civil commotion, national emergency (whether in fact or law), martial law, fire, flood, cyclone, earthquake, landslide, explosion, power or water shortage, failure of a transmission or communication network, epidemic, quarantine, strike or other labour difficulty or expropriation, restriction, prohibition, law, regulation, decree or other legally enforceable order of a government agency, breakage or accident, change of International, State or Commonwealth law or regulation or any damage of AVI's machinery or systems, unless occurring as a result of an act, omission, default or negligence of the Client or AVI;

"AVI" means Allied Victory International Limited, its subsidiaries, holding companies, successors and/or assigns, as well as its officers, directors, employees and agents;

"AVI Website" means the AVI website located at [www.alliedfx.com](http://www.alliedfx.com).

"Instructions" has the meaning given in clause 6.2.2 of this Agreement.

"Intellectual Property" means the trade marks, designs, patents and copyrights of the parties to this agreement;

"Internet" means the interconnected system of networks that connects computers around the world, and includes any online trading platform provided by AVI;

"Law" means the statutes, regulations and general law of New Zealand as varied from time to time;

"Margin Call" means an amount that AVI may at its sole discretion require the Client to pay, in addition to the Margin Deposit, solely determined by AVI.;

"Margin Deposit" has the meaning stated in clause 6.8.1 of this Agreement;

"Notice" has the meaning stated in clause 11 of this Agreement;

"Online Platform" has the meaning stated in clause 7.1 of this agreement;

"Open Position" is where a client has entered into a transaction with AVI, and a further transaction is required in order to close the position;

"Product Disclosure Statement" or "PDS" may be referred to in this Agreement as a PDS;

"Quoting Error" has the meaning stated in clause 6.13.1 of this Agreement;

"Registered Office" means the registered office of AVI;

"Senior Officer" – means the Chief Executive Officer, Managing Director or officer of AVI and/or the Client Company;

"Trade Contract Terms" has the meaning stated in clause 6.2.3 of this agreement.

"Value Date" means either the Day selected by the Client and agreed by AVI for the settlement of a Contract or if there is no such Day, then the second Day after the execution of a Contract by the Client.

## 1. THIS AGREEMENT

1.1 This is a master agreement and sets out the terms and conditions upon which any future contracts between the Client and AVI, relating to the provision of general advice to the Client and/or the execution of Contracts relating to foreign exchange and bullion transactions.

1.2 This Agreement includes the terms of the Allied Victory International Limited Account Opening Form, and Product Disclosure Statement. However, in the event of any inconsistency between this Agreement and the PDS, Account Opening Form or any other contracts or documents, exchanged and/or executed between the Client and AVI, this Agreement shall prevail to the extent of the inconsistency.

1.3 In the event of any inconsistency between the English language version of each of the documents described in 1.2 above and their translated equivalent in any other language, the English language version shall prevail, to the extent of any inconsistency.

## 2. OUR SERVICES AND RISKS

2.1 AVI provides General Financial Product Advice and execution-only foreign exchange and bullion trading services. If AVI provides General Financial Product Advice to the Client then the Client acknowledges that the advice is general only and does not consider the personal objectives, circumstances or needs of the Client. The Client must consider its own objectives, circumstances or needs, as well as the relevant PDS, before making a decision to use AVI's services.

2.2 If the client does not fully understand the risks associated with AVI's services, then it should not use AVI's services.

## 3. CLIENT REPRESENTATIONS AND WARRANTIES

3.1 The Client warrants that in the case of an individual or more than one individual, they are of full age and capacity and in the case of a firm or corporation, it is duly constituted and incorporated and possesses the requisite power to enter into this Agreement and all contracts made or to be made, and in any case, this Agreement and such contracts are and will constitute legally binding and enforceable obligations of the Client.

3.2 If the Client enters into this Agreement in its capacity as trustee of a trust, the Client makes the following representations and undertakings:

- a) the relevant trust instrument is valid and complies with all applicable laws as defined in clause 5.2 of this Agreement;
- b) the Client is properly appointed as sole trustee of the trust;
- c) the Client has a right of indemnity from the trust assets in respect of this Agreement and the transactions contemplated by it;
- d) the Client will comply with its duties as trustee of the trust;
- e) the Client will not do anything which may result in the loss of its right of indemnity from the trust assets;
- f) the Client will remain sole trustee of the trust;
- g) if, despite the above, the Client is replaced or joined as trustee, the Client will make sure the new trustee becomes bound to the Client's satisfaction by this Agreement and any other Agreement relating to a transaction contemplated by this Agreement to which the Client is expressed to be a party, or by a document which is identical in effect;
- h) the Client will not resettle, set aside or distribute any of the assets of the trust without AVI's written consent unless compelled to do so by the trust instrument;
- and
- i) the Client will not amend or vary the trust instrument without AVI's written consent.
- j) If the Client is not the sole trustee of the trust it is a requirement that each and every trustee agrees in writing to be bound by the terms of this Agreement and by any transactions entered into in connection with this Agreement before AVI will create a contract with the Client pursuant to clause 6.

3.3 The Client represents and warrants to AVI that:

- a) Execution and delivery by the Client of this Agreement, and performance of all of the Client's obligations contemplated under this Agreement, does not violate any Law applicable to the Client;
- b) All information provided by the Client to AVI is true, correct and complete, and the Client will notify AVI promptly of any changes to such information;
- c) All information provided by the Client to AVI is true in all material respects as at the date of this Agreement or, if later, when the information is provided. Neither that information nor the Client's conduct or the conduct of anyone acting on its behalf in relation to the transactions contemplated by this Agreement, was or is misleading, by omission or otherwise.
- d) The Client shall make ongoing disclosure to AVI of any matters that may affect the operation of this Agreement or of the ability of the Client to pay Margin Calls or to remain solvent.

3.4 The Client acknowledges that AVI will enter into the transactions contemplated by this Agreement in reliance on the representations and warranties made by the Client.

3.5 If the Client is comprised of two or more legal persons then a reference to a right or obligation of the Client under this Agreement or under a transaction contemplated by this Agreement confers that right or imposes that obligation, as the case may be, jointly and severally on those persons.

#### 4. CONFIDENTIALITY

##### 4.1 Privacy Statement

Personal Information collected by AVI is treated as confidential. AVI will only collect Personal Information which is necessary to perform the services contemplated by this Agreement.

##### 4.2 Confidentiality of Client Information

4.2.1 AVI will use reasonable precautions to maintain the confidentiality of information AVI receives from the Client and material and/or data the Client provides, creates, inputs or develops in connection with the Client's use of the AVI Services. Nonetheless, because such information, material and/or data may be provided through the Internet or by facsimile transmission, the Client hereby acknowledges and agrees that AVI cannot assure that such

information, material and/or data will continue to be confidential.

4.2.2 The Client accepts the risk of a third party receiving confidential information concerning the Client and specifically releases and indemnifies AVI from any claim arising out of a third party intercepting, accessing, monitoring or receiving any communication from a Client intended to be provided to AVI or from AVI intended to be provided to the Client.

4.2.3 The Client acknowledges and agrees that AVI may disclose the Client's name and other personal and financial information about the Client, and any relevant details of an Authorised User, to its employees, representatives, officers, agents, and affiliates, as well as to a governmental entity or selfregulatory authority, an Internet service provider or any other third party agent or service provider for any purpose related to offering, providing, administering or maintaining the AVI Services, or to comply with applicable Laws.

4.2.4 AVI will treat the Client's personal information in accordance with its privacy policy, which the Client may obtain by contacting AVI or on the AVI Website.

#### 4.3 Money Laundering

In appropriate cases all communications and information concerning the Client held by AVI, may be disclosed to and reviewed by law enforcement agencies and regulatory authorities. In addition, the Client agrees to comply with all applicable money laundering and counter terrorism financing Laws, including, but not limited to, the requirement to obtain or provide satisfactory evidence of the identity of any person whom the Client may represent in any transaction entered into with AVI.

### 5. GENERAL

#### 5.1 Indemnity and Survival

5.1.1 The Client shall indemnify and hold AVI harmless from any and all liabilities, claims, costs, expenses and damages of any nature, including, but not limited to, reasonable legal fees and any fees and expenses incurred in connection with litigation, arising out of or relating to the Client or an Authorised User's negligence, mistake or wilful misconduct, the violation of any Law by the Client, or the breach by the Client of any provision of this Agreement.

5.1.2 The Client also agrees to promptly pay AVI for all damages, costs and expenses, including reasonable legal fees and expenses, incurred by AVI in the enforcement of any of the provisions of this Agreement. The Client's obligations under this Clause shall survive the termination of this Agreement.

#### 5.2 Compliance with Law

This Agreement shall be governed by and construed in accordance with New Zealand Law. The parties agree to irrevocably submit to the exclusive jurisdiction of the New Zealand Courts.

#### 5.3 Intellectual Property

At no time shall either party enter into commitments for or in the name of the other party or use their Intellectual Property for any purpose whatsoever. Except as specifically provided for in this Agreement, neither party will: (a) use the other party's name or Intellectual Property without the prior written approval of the other party; or (b) represent itself as being affiliated with, or authorised to act for, the other party.

#### 5.4 Assignment

Any rights or obligations that the Client may have pursuant to this Agreement shall not be assigned, transferred, sold, or otherwise conveyed, except with the prior written consent of AVI. AVI may, however, transfer any rights or obligations it may have pursuant to this Agreement to another party without the consent of the Client. The Client will execute any documents (including a deed of novation) reasonably required by AVI to effect such a transfer.

## 5.5 Amending this Agreement

The terms of this Agreement and any transactions under it, may be amended by AVI at any time. AVI will provide Notice to the Client of any such amendment. The Client agrees to be bound by the terms of such an amendment on the earlier of: (a) ten Days after AVI has posted Notice of the amendment on the AVI Website; or (b) on the date of the Client entering any trade contract after the amendment. Any other amendments must be agreed to in writing between AVI and the Client.

## 6. Operation of client account

### 6.1 List of Authorised Users

6.1.1 The Client shall provide AVI with a list of people authorised to access AVI's services and/or enter into Contracts on the Client's behalf (each an "Authorised User"). The Client shall immediately notify AVI when any new person becomes an Authorised User or when any existing Authorised User is no longer entitled to be an Authorised User. Upon receiving Notice, the change in Authorised User is effective immediately. However, the notice shall not affect any Contracts already executed.

6.1.2 The Client hereby indemnifies and agrees to hold AVI harmless in respect of any loss incurred by an Authorised User entering into any Contract or other transaction contemplated under this Agreement. Any appointment of an Authorised User made pursuant to the paragraph 6.1.1 shall remain in full force and effect as an appointment in writing required by the Agreement unless and until Notice of cancellation of appointment and/or replacement has been delivered to AVI's registered office.

6.1.3 Until the Client has provided a Notice to AVI to the contrary, AVI may continue to assume that all existing Authorised Users have authority to execute legally binding transactions with AVI. All Instructions given and accepted by an Authorised User will be deemed to be Instructions authorised by the Client and shall be binding upon the Client.

### 6.2 Formation of Each Contract

6.2.1 When the Client, or an Authorised User, contacts AVI by either telephone, face-to-face or via the Internet, AVI may, but is not obligated to, ask for or clarify the following information where applicable:

- i) the Client's account number;
- ii) further Client identification details;
- iii) the Contract type (e.g. foreign exchange, currency pair or bullion);
- iv) whether the Contract is to buy or sell;
- v) the number of Contracts; and
- vi) For Contract orders, the order type, the order price and the order expiry date.

6.2.2 Collectively, though not exhaustively, this information or any portion thereof constitutes the "Instructions".

6.2.3 AVI will upon receipt of the Instructions from the Client, as soon as possible provide the client with, either verbally or via the Internet, prices at which the relevant currency or bullion can be purchased or sold. These are the "Trade Contract Terms".

6.2.4 If the Client, or an Authorised User, then indicates by either telephone, face-to-face or by clicking the submit button on the Online Platform that they accept the Trade Contract Terms ("Acceptance"), then AVI shall have a discretionary right to create a Contract. If AVI exercises this right then a Contract is formed between the Client and AVI. When a Contract is created the parties shall become bound by the content of the relevant Trade Contract Terms and this Agreement. If AVI declines to exercise the right to create a Contract, AVI shall not be obliged to give a reason, however, AVI shall promptly notify the Client that AVI has not created a Contract with the Client.

### 6.3 Method and Timing of Payment

6.3.1 Any sums that the Client owes or is required to pay to AVI pursuant to this Agreement must be paid by one of the following methods:

- a) by cash;
- b) by online bank transfer;
- c) by same day bank transfer;
- d) by bank or personal cheque; or
- e) by international TT transfer.

6.3.2 Any payment to AVI in any currency will be at the prevailing market conversion rate at the time the Contract is entered into.

6.3.3 The Client must have sufficient cleared funds deposited in AVI's designated account before AVI will execute any Contracts unless prior approval is offered. AVI will indicate to the Client the sum required as the Margin Deposit for each Contract.

6.3.4 AVI may impose other fees and charges for using its services at any time on the giving of Notice to the Client.

6.3.5 AVI is not responsible for any fees or charges imposed by third party banks or other counterparties, that may be incurred by the Client in connection with the use of AVI's services.

#### 6.4 Credit Limits

6.4.1 The Client understands that:

- a) AVI may grant certain Clients a Credit Limit. A Credit Limit is a preagreed amount of New Zealand dollars or other agreed currency set by AVI at its sole and absolute discretion that can be used to offset against a negative mark to market value on an Open Position, or an amount applicable to unsettled trading losses to some or all Contracts (either individually or in aggregate or both);
- b) If the negative mark to market of an Open Position is approaching or has exceeded the Client's Credit Limit, AVI reserves the right to Margin Call the Client an amount entirely at its discretion;
- c) AVI is not obliged to provide a Credit Limit to the Client and can set the Credit Limited at its sole and absolute discretion;
- d) any Credit Limit set by AVI may be reduced or withdrawn at any time by giving Notice to the Client.

6.4.2 The Client acknowledges that if AVI acts on an Instruction which would result in a Credit Limit being exceeded:

- a) AVI is not obliged to advise the Client that the Credit Limit will be exceeded;
- b) the Client will continue to be liable to AVI for all amounts including those that exceed the Credit Limit; and
- c) AVI is not obliged to act upon any subsequent Instruction where a Credit Limit might be exceeded.

#### 6.5 Authorisation Limits

6.5.1 The Client may inform AVI of an authorisation limit applicable to some or all Contracts either in general or for particular Authorised Users.

6.5.2 Any authorisation limit provided by the Client to AVI may be withdrawn by the Client at any time by giving Notice to AVI.

6.5.3 AVI may, at its own discretion, impose an authorisation limit on the Client and/or one or more Authorised Users at any time, by providing Notice before the imposition of the limit.

#### 6.6 Interest Charges on Open Position

In any Open Position held by the Client, AVI shall from time to time credit the Client's account for interest earned, or debit the Client's account for interest incurred from the Value Date until the position is liquidated, in the following manner:

- i) For buying of one currency against the sale of another currency and the currency bought has a higher interest rate than the currency sold, interest

- arising therefrom shall be credited to the Client's account;
- ii) For selling of one currency against the purchase of another currency and the currency sold has a higher interest rate than the currency bought, interest arising therefrom shall be debited to the Client's account.
  - iii) For bullion contracts, interest arising from buying or selling bullion shall be credited or debited to the Client's account.
  - iv) In the case of a negative interest rate, interest arising therefrom shall be debited to the Client's account.
  - v) In all cases, interest shall be at the annual rate to be determined by AVI from time to time without Notice.

#### 6.7 Advances and Interest Rate

6.7.1 The Client is required to settle each Contract on the Value Date or on such date as AVI may require settlement. In the event of the Client not being able or not willing to settle any Contract on the Value Date or on such date as AVI shall require settlement, AVI may (but without obligation to do so) make an advance to the Client by way of direct settlement of any Contract in whole or in part and the Client undertakes to repay the US dollar equivalent (at the exchange rate or rates as AVI shall stipulate) upon demand with interest therein at the rate of 3% per annum above the prime lending rate in the United States for the time being in force, calculated on a daily basis from the date of such advance up to and including the date of repayment in full.

6.7.2 In addition to clause 6.7.1 above, interest at the said rate shall be chargeable on the following items:

- a) any part of the Margin Deposit or additional Margin Deposit not paid or deposited in the form of cash; and.
- b) any amount due to AVI which remains outstanding after the Value Date.

6.7.3 Anything in this Agreement shall not be construed as binding AVI to make any advance to the Client as aforesaid nor shall prejudice any of the rights and remedies of AVI against the Client or any other persons under this Agreement, the Contracts or otherwise conferred by law, equity or usage.

#### 6.8 Margin Deposit

6.8.1 Before trading (either long or short) a Contract, AVI may in its absolute discretion require a deposit of between 0.01% and 100% of the Contract's value in respect of any anticipated or existing Open Positions which the Client has or will have with AVI to be paid by the Client to AVI; ("the Margin Deposit").

6.8.2 Payment of the Margin Deposit by the Client to AVI must be made pursuant to paragraph 6.3 of this Agreement.

#### 6.9 Forced Liquidation

6.9.1 The Client is required to maintain sufficient level of Margin Deposit in its Client Account at all times. AVI reserves its full rights to close out all Open Positions:

- a) if at any time the Margin Deposit held by AVI is approaching or is no longer sufficient to cover the negative mark to market value of any or all Open Positions that the Client has open with AVI; or
- b) if at any time the pre-agreed Credit Limit assigned to the client by AVI is no longer sufficient to cover the negative mark to market value of any or all Open Positions that the Client has open with AVI.

6.9.2 AVI shall have the right, at its sole discretion, to determine the mark to market value from time to time.

6.9.3 In addition to other remedies available to AVI, if the Client fails to pay an amount when due under this Agreement, AVI has the right to terminate (by either buying or selling) any or all of the Client's Open Positions.

#### 6.10 Set Off Against Monies Owed

6.10.1 In addition to other remedies available to AVI, if the Client fails to pay any



amount when due under this Agreement, AVI may set-off against such amount against any amount payable by AVI to the Client.

6.10.2 AVI is entitled to set-off against any amounts due to it by the Client, any amounts received by AVI from or on behalf of the Client including but not limited to moneys received as Margin Deposits or Margin Calls. AVI may determine the application of any amounts which are to be set-off at its own discretion.

6.10.3 The Client must not set-off against any amounts due to it by AVI, any amounts AVI owes to the Client.

#### 6.11 Delay

Although AVI will use all reasonable efforts to process the Client's Contract order on a timely basis, AVI shall not, in the absence of gross negligence or wilful misconduct, be liable for delays, damages, failures or errors in the completion of the Contract order.

#### 6.12 Rates

Rate indications from AVI are available by telephone, face to face, or via the Online Platform (the "Indication"). The Indication is not binding, and the Client agrees to accept the prices offered by AVI when the Contract is traded (please refer to Product Disclosure Statement Clause 5 & 6 for details).

#### 6.13 Quoting Error

Should a quoting error occur due to a typographical error or obvious mistake in a quote or Indication (the "Quoting Error"), AVI is not liable for any damages, claims, losses, liabilities or costs arising from the Quoting Error. AVI reserves the right to make the necessary adjustments to correct the Quoting Error. Any dispute arising from a Quoting Error will be resolved on the basis of the fair market value, as determined by AVI acting reasonably, of the relevant currency at the time such Quoting Error occurred.

#### 6.14 Face to Face

An Authorised User may request AVI to accept Instructions, enter into Contracts and make financial dealings by physically visiting AVI's Registered Office. The Client acknowledges and agrees that upon the Acceptance by AVI of the Authorised User's Instructions, the Client shall be bound by those Instructions.

#### 6.15 Telephone

6.15.1 An Authorised User may request AVI to accept Instructions and enter into Contracts by telephone. AVI may check the authority of the caller by requesting the caller give his or her name and confirming that such name has been notified to AVI by the Client as an Authorised User. Upon such check confirming the identity of the caller, AVI may assume that the caller has the full authority as previously advised by the Client.

6.15.2 The Client acknowledges and agrees, and will ensure that each Authorised User acknowledges and agrees, that AVI may make a recording of any telephone conversation between any person and AVI at any time. The recording remains the property of AVI. The telephone recording can be used by AVI to confirm the terms and conditions of any transaction where there is dispute with a Client as to the Trade Contract Terms of the transaction, and for training and monitoring purposes.

### 7 ONLINE TRANSACTION PLATFORM

7.1 If the Client uses AVI's online foreign exchange, bullion and derivatives transaction system (the "Online Platform") the Client confirms and accepts the following:

- a) The Client will be able to enter into Contracts at the exchange rates quoted on the Online Platform.
- b) All transactions must be completed using the logins and passwords allocated to the Client by AVI and valid entry of such a login and password will constitute an

authorisation by the Client to complete the Contract specified irrespective of whether the login and password are entered by an Authorised User.

c) The Client must ensure that the logins and passwords are kept secure and confidential. The Client must also ensure that each Authorised User to whom a login and password is provided, will keep them secure and confidential. The Client will advise AVI immediately if the Client has any reason to believe that the login and passwords allocated to the Client have not been kept secure and confidential.

d) The Client must ensure that no unauthorised person is able to use the logins and passwords. As part of this obligation the Client must ensure that the Client and each Authorised User quits the Internet browser after using the Online Platform.

e) AVI may at any time without Notice to the Client suspend, withdraw or deny access to the Online Platform for any reason including but not limited to security, quality of service, failure by the Client to pay an amount when due or breach by the Client of any provision of this Agreement.

## 8. DEDUCTION OF INTERMEDIARY/RECEIVING BANK FEES

8.1 In some circumstances a number of intermediaries may be involved in payment transaction and may deduct a charge. The receiving bank may also take a charge. These charges cannot always be calculated in advance, and the Client acknowledges that the Client will be liable for these expenses.

8.2 AVI will not be liable for any losses that result from fees described in clause 8.1 being levied. AVI will use its best endeavours to ensure that all fees charges and/or expenses associated with a transaction are disclosed in the Trade Contract Terms. However, due to the complexity of the international foreign exchange markets this may not always be possible. If it is important that an exact amount of a particular currency arrives, please advise AVI accordingly and AVI may be able to arrange payment of any undefined charges. It is the Client's responsibility to ensure that they clearly discuss third party fees and charges when providing a AVI representative with Instructions for a transaction.

## 9. CIRCUMSTANCES BEYOND OUR CONTROL

9.1 If AVI is unable to perform its obligations under this Agreement or a Contract because of factors beyond its control or because of a Force Majeure Event, AVI will notify the Client as soon as is reasonably practicable and will use reasonable endeavours to secure the return of any money paid by the Client in respect of which AVI has been unable to discharge its obligations under this Agreement.

### 9.2 Market Disturbance

9.2.1 AVI may give a notice ("a Disturbance Notice") to the Client at any time if it forms the view that market conditions in the relevant financial market for the currency concerned are seriously disturbed.

9.2.2 This includes circumstances where, in AVI's opinion, deposits in the currency concerned are not available in the ordinary course of business to AVI in the relevant financial market or because of national or international financial, political or economic circumstances or exchange controls, it is impractical.

9.2.3 When a Disturbance Notice is given, AVI's obligations will be suspended while it and the Client negotiate alternative arrangements. If both parties reach agreement before the Value Date, those alternative arrangements will apply. If they do not reach agreement within that period, each will be released from its obligations under the relevant transaction.

## 10. CLIENT MONEY

10.1 The Client agrees that AVI may aggregate money paid into the Client's Account ("the Monies") with funds received from other Clients into a single designated account.

The Client authorises AVI to utilise the Monies for meeting obligations incurred by AVI in connection with Contracts. The Client consents to AVI retaining any interest accrued from time to time on the Monies.

## 11. NOTICES

11.1 Any notice or other writing required or permitted to be given under this Agreement or for the purposes of this Agreement ("Notice") shall be in writing and shall:

a) If to the Client, be sent by prepaid registered mail or delivered by hand to the address of the Client set out in this Agreement, or such other address the Client

designates in writing, or by AVI posting a Notice to the AVI Website; and

- i) if posted on the AVI Website, Notice is deemed to have been given 3 Days after the Notice was posted on the AVI Website; or
- ii) if the Notice was sent to the address of the Client, the Notice is deemed to have been given on the Day after the Notice was sent, unless delivered by hand in which case the Notice is deemed to have been given on delivery.

b) If to AVI, be sent by prepaid registered mail or delivered by hand to the address of AVI set out in this Agreement, or such other address as AVI designates in writing, and such Notice is deemed to have been given on the Day after the Notice was sent, unless delivered by hand in which case the Notice is deemed to have been given on delivery.

11.2 Any Notice given or made under this Agreement may also be sent by email if:

- a) the Notice is sent to the email address last notified by the intended recipient to the sender; and
- b) the sender keeps an electronic or printed copy of the Notice sent.

11.3 A Notice sent by email will be deemed to have been given on the first to occur of:

- a) receipt by the sender of an email acknowledgement from the recipient's information system showing that the Notice has been delivered to the email address stated above;
- b) the time that the Notice enters an information system which is under the control of the recipient; or
- c) the time that the Notice is first opened or read by an employee or officer of the recipient.

## 12. TERMINATION

12.1 This Agreement may be terminated immediately by the Client or AVI by Notice to the other in writing. However, termination by either party shall not affect any Contract or other transaction previously entered into and shall not relieve either party of any outstanding obligations arising out of this Agreement, nor shall it relieve the Client of any obligations arising out of any Contract entered into prior to such termination.

12.2 In the event that AVI is made aware of or has reason to believe any of the following:

- a) that the Client has provided false or misleading information to AVI; or
- b) that the Client has participated or is participating or has assisted or is assisting in money laundering or terrorist financing; or
- c) that the Client is being officially investigated by law enforcement and/or regulatory agencies;

then AVI, at its sole discretion, may terminate this Agreement immediately without Notice to the Client, and AVI shall be relieved of any obligations set out in this Agreement or arising out of the transactions contemplated by this Agreement, including any obligations arising out of any Contract already entered into with AVI.

12.3 Within two Days of termination of this Agreement the Client will return or destroy all materials received from AVI as per AVI's written instructions. Each party's duties of payment, delivery, and destruction of materials shall survive termination of this Agreement. Any obligation of AVI arising by operation of this clause is subject to AVI's determination under this clause.

## 13. LIMITATION OF LIABILITY

13.1 AVI will use all reasonable endeavours to execute Contracts or make payments to the Client or to any third party specified by the Client, in accordance with the timing specified in the Client's Instructions. However, AVI shall not be liable under any circumstances for any direct, indirect or consequential loss (including any loss of profits) incurred as a result of a delay in funds reaching the Client's nominated account.

13.2 Nothing in this Agreement is intended to limit or exclude any liability AVI may owe the Client under any statutory rights the Client may have.

## 14. DISPUTE RESOLUTION

14.1 Except to the extent that this clause is inconsistent with the requirements of any legislative or regulatory regime, the dispute resolution process set out in this clause shall apply. The parties must use all their reasonable endeavours to resolve any dispute arising in connection with this Agreement or any transactions there under.

14.2 If the parties fail to resolve a dispute within 5 Days of one party giving Notice to the other of the dispute, either party may, by giving Notice to the other, refer the dispute to the parties' Senior Officers (where the Client is an individual no such referral is applicable) who, each party must ensure, must co-operate in good faith to resolve the dispute as amicably as possible within 10 days of the dispute being referred to them.

#### Risk Warning

Trading in foreign exchange and bullion, particularly margin trading, involves the potential for profit as well as the risk of loss which may vastly exceed the amount of money you commit to any trade or transaction. Movements in the price of foreign exchange or bullion rates are influenced by a variety of factors of global origin many of which are unpredictable. Violent movements in the price of foreign exchange or bullion rates may result in action by the market as a result of which you may be unable to settle adverse trades. Staff of AVI are unable to guarantee the accuracy of any market predictions (should they offer such predictions) and cannot guarantee a maximum loss that you may suffer. Read these Terms and Conditions carefully before you open an account.

## 釋義

於本協議內不論在任何情況下，除與主體事項或文義有任何歧義，下列詞彙應具有以下涵義：

「接納」指具有本協議第6.2.4條所賦予的涵義。

「協議」指此類通用條款及條件，連同所有附表、附件，或本協議附帶或提述的其他文件；

授權用戶指具有本協議第6.1條所賦予的涵義。

客戶賬戶指客戶的AVI賬戶，可根據本協議的條款操作，並批准客戶及指定授權用戶與AVI進行貨幣交易或貴金屬交易；

信貸限額指AVI根據本協議6.4.1的條所界定的涵義，將向客戶提供的信貸總額上限；

客戶指名列本協議的客戶，連同其附屬公司、聯繫公司、繼承人及 / 或承讓人，以及其行政人員、主管、僱員及代理；

合約指客戶同意從AVI購買或向AVI出售貨幣或貴金屬的交易，或根據適用的交易合約條款，就提供AVI的服務而與AVI訂立的任何其他交易；

營業日指AVI所指定地點的商業銀行營業（包括外匯交易）的日期，而該地點則由AVI就有關目的而指定；

一般金融產品建議指AVI根據「產品披露聲明」，向客戶提供之金融產品建議、意見陳述或報告，而該等建議僅作為一般用途，而並無考慮到客戶的個人目標、具體情況或需要。

不可抗力事件指包括但不限於下列事件或因素：天災、海難、不可避免的航行事故、戰爭（無論是否已宣戰）、蓄意破壞、暴動、叛亂、民眾騷亂、全國緊急狀態（無論是事實上或法律上）、軍法統治、火災、水災、暴風、地震、山泥傾瀉、爆炸、缺電或缺水、傳遞或通訊網絡故障、傳染病、隔離、罷工或其他勞工糾紛或政府徵用、政府機構作出的限制、禁止、法例、規例、判令或其他法律強制命令、破損或意外、國際、州分或聯邦法例或規例的變動或AVI的體制或系統的任何破壞（除非是由於客戶或AVI的行為、遺漏、失責或疏忽而發生）；

AVI指 Allied Victory International Limited、其附屬公司、控股公司、繼承人及 / 或承讓人，以及其行政人員、主管、僱員及代理；

AVI網站指網址為 [www.alliedfx.com](http://www.alliedfx.com) 的AVI網站；

指示指具有本協議第6.2.2條所賦予的涵義；

知識產權指本協議訂約方所擁有的商標、設計、專利及版權；

互聯網指連接世界各地電腦的網絡互連系統，並包括AVI所提供的任何網上交易平台；

法例指經不時修訂的法律、規例及新西蘭的一般法例；

催繳保證金指AVI可按其絕對酌情要求客戶所支付為保證金之外的金額，數額完全由AVI釐定；

保證金指具有本協議第6.8.1條所述的涵義；

通知指具有本協議第11條所述的涵義；

網上平台指具有本協議第7.1條所述的涵義；

「未平倉合約」指當客戶與AVI已進行交易，但如要平倉則需要進行另一項交易；

「產品披露聲明」或「PDS」指可在本協議內稱為PDS；

「報價錯誤」指具有本協議第6.13.1條所述的涵義；

「註冊辦事處」指AVI註冊辦事處；

「高級職員」指AVI及 / 或客戶公司的行政總裁、董事總經理或行政人員；

「交易合約條款」指具有本協議第6.2.3條所述的涵義。

「定價日期」指由客戶選定並經AVI同意作為結算合約的營業日，或倘並無有關營業日，則為客戶訂立合約後的第二個營業日。

## 1. 本協議

1.1 本協議為主協議，並載列有關條款及條件，根據本協議，客戶與AVI日後可就向客戶提供一般建議及 / 或簽署有關外匯及貴金交易而訂立任何合約。

1.2 本協議連同AVI的開戶申請表之條款、產品披露聲明。然而，倘本協議與客戶和H NZ之間已交換及 / 或執行的其他合約或文件有任何歧義，概以本協議為準。

1.3 本協議與上述1.2條所列文件之其他語文翻譯版本與英文版本內容倘有歧義，概以英文版本為準。

## 2. 本公司的服務及風險

2.1 AVI提供一般金融產品建議及只負責執行外匯、貴金屬合約交易服務。倘H NZ向客戶提供一般金融產品建議，則客戶應確認該建議僅作為一般用途，而並無考慮到客戶的個人目標、具體情況或需要。客戶在決定使用H NZ的服務前，必須考慮其本身目標、具體情況或需要，以及有關的PDS。

2.2 倘客戶並未充分理解與AVI的服務相關的風險，則不應使用AVI服務。

## 3. 客戶陳述及保證

3.1 客戶保證，倘作為個人或一位個別人士以上，則其應已屆成年及適當身份，而倘作為公司或法團，則其應適當組建及註冊成立，並擁有訂立本協議及所有已訂立或將訂立合約的必要權力，而於任何情況下，本協議及該等合約構成並將構成對客戶具有法律約束力及可強制執行的責任。

3.2 倘客戶根據其作為信託受託人的身份訂立本協議，則客戶應作出下列陳述及承諾：

- a) 有關信託文據為有效並符合本協議第5.2條所界定的所有適用法例；
- b) 客戶獲正式委任為信託的唯一受託人
- c) 客戶有權就本協議及根據本協議擬進行交易自信託資產獲得賠償；
- d) 客戶將遵守其作為信託受託人的責任；
- e) 客戶不會進行任何可能導致其自信託資產獲得賠償的權力受損的事情；
- f) 客戶將保持信託唯一受託人的身份；
- g) 即使如上文所述，倘客戶的受託人身份被取代或有其他人加入成為受託人，則在客戶滿意的情況下，客戶將確保新受託人受到本協議及與根據本協議擬進行交易相關的任何其他協議（客戶表明為有關協議的訂約方）或受到具有相等效力的文件約束。
- h) 在未獲AVI的書面同意前，客戶將不會重新結算、撥出或分派任何信託資產，惟受到信託文據強制行事者除外；及
- i) 在未獲AVI的書面同意前，客戶將不會修訂或修改信託文據。
- j) 倘客戶並非信託的唯一受託人，則各受託人需於AVI根據本協議第6條與之定立合約前，以書面方式同意受本協議的條款及就本協議訂立的任何交易所約束。

3.3 客戶向AVI陳述及保證：

- a) 客戶簽署及交付本協議，並履行本協議所述的所有客戶責任，以及不得違反適用於客戶的任何法例；
- b) 客戶向AVI提供的所有資料均屬真實、正確及完整，且有關資料倘有任何更改，客戶將立即通知AVI；
- c) 客戶向AVI提供的所有資料於本協議日期或於稍後提供資料時，在各重大方面均屬真實。有關資料或客戶的行為或代表客戶根據本協議所擬進行交易之任何人的行為並無屬於因疏忽或其他原因而曾經或目前導致誤導。
- d) 客戶應向AVI持續披露影響本協議操作或客戶支付催繳保證金或維持償債能力的任何事項。

3.4 客戶確認，AVI將依據客戶作出的陳述及保證，訂立根據本協議所擬進行的交易。

3.5 倘客戶由兩個或以上的法人組成，則客戶根據本協議或根據本協議所擬進行交易而產生的權利或義務的職權範圍，將視乎情況而將有關權利或義務以共同或個別方式由該等人士享有或承擔。

## 4. 保密性

### 4.1 隱私聲明

AVI所收集的個人資料將受到保密處理。AVI只會收集為履行本協議所擬進行服務所需的個人資料。

### 4.2 客戶資料的保密性

4.2.1 AVI將採取合理預防措施，對AVI從客戶收到的資料及客戶就使用AVI服務而提供、產生、輸入或建立的材料及 / 或數據維持保密性。但由於有關資料、材料及 / 或數據可能通過互聯網或傳真傳送而提供，故客戶就此確認及同意AVI不能確保有關資料、材料及 / 或數據將會繼續得到保密。

4.2.2 客戶承擔第三方收到有關客戶的保密資料而產生的風險，

並明確免除及保障由於第三方截取、取用、監察或收到客戶有意向AVI提供或AVI有意向客戶提供的任何通訊而對AVI產生的任何索償。

4.2.3 客戶確認及同意AVI可能因有關提出、提供、管理或維持AVI服務或遵守適用法例的任何目的，因而向其僱員、代表、行政人員、代理及聯繫公司，以及政府部門或自行監管機構、互聯網服務供應商或任何其他第三方代理或服務供應商披露客戶的名稱及有關客戶的其他個人及財務資料，以及授權用戶的任何有關詳細資料。

4.2.4 AVI將根據其隱私政策處理客戶的個人資料，客戶可聯絡AVI或於AVI網站取得有關隱私政策。

#### 4.3 洗錢活動

在適當情況下，AVI所持有關客戶的所有通訊及資料均可向執法機關及監管機構披露並受其檢查。此外，客戶同意遵守所有適用的防止洗錢及反恐融資法例，包括但不限於要求取得或提供充分證據，以了解可能由客戶所代表與AVI訂立任何交易的任何人士身份。

### 5. 一般事項

#### 5.1 彌償及有效期

5.1.1 客戶應彌償及保障AVI免受任何性質的任何及所有債務、索償、費用、開支及損害賠償，包括但不限於合理的法律費用及因訴訟而產生或因客戶或授權用戶的疏忽、錯誤或蓄意不當行為、客戶違反任何法例、或客戶違反本協議任何規定而產生或與其相關的任何費用及開支。

5.1.2 客戶亦同意立即向AVI支付就AVI因執行本協議的任何規定而產生的所有損害賠償、費用及開支，包括合理的法律費用及開支。客戶於本條款的義務在本協議終結後繼續生效。

#### 5.2 遵守法例

本協議將受新西蘭法例規管並根據新西蘭法例闡釋。訂約方同意不可撤回地服從新西蘭法庭的專屬司法管轄權。

#### 5.3 知識產權

各訂約方不得於任何時間以任何目的代表其他訂約方或以其他訂約方的名義作出承擔或使用其知識產權。除非本協議明確規定，否則各訂約方不得：(a) 未經其他訂約方事先書面批准而使用該名其他訂約方的名義或知識產權；或 (b) 自行聲稱與其他訂約方有聯繫或經該名其他訂約方授權行事。

#### 5.4 轉讓

除非獲得AVI的事先書面同意，否則客戶根據本協議享有或承擔的任何權利或義務不得轉讓、轉移、出售或以其他方式傳遞。然而，AVI可無需客戶同意，而將其根據本協議享有或承擔的任何權利或義務轉移予另一訂約方。客戶將應AVI的合理要求而簽署任何文件（包括約務更替契約）以使此項轉移生效。

#### 5.5 對本協議的修改

本協議及根據本協議進行的任何交易的條款均可由AVI不時修改。AVI將就任何有關修改向客戶作出通知。客戶同意於下列日期之中的較早日期受到有關修改的條款所約束：(a) AVI於AVI網站已張貼修改通知後十日；或 (b) 於修改後由客戶訂立任何交易合約的日期。任何其他修改必須經由AVI及客戶的書面同意。

### 6. 操作客戶賬戶

#### 6.1 授權用戶名單

6.1.1 客戶應向AVI提供獲授權代表客戶使用AVI的服務及 / 或訂立合約的人士（各自稱為「授權用戶」）的名單。當有任何人士新增成為授權用戶或任何現有授權用戶不再身為授權用戶時，客戶應立即通知AVI。AVI在收到通知後，授權用戶的變動將即時生效。然而，有關通知不得影響任何已簽署的合約。

6.1.2 客戶謹此彌償及同意保障AVI免受因授權用戶訂立任何合約或根據本協議所擬進行的其他交易而產生的任何損失。根據第6.1.1段所作出對授權用戶的任何委任，將根據本協議的規定以書面委任後保持十足效力，直至取消委任及 / 或替任的通知送達AVI的註冊辦事處為止。

6.1.3 除非客戶向AVI發出相反的通知，否則AVI可繼續假設所有現有授權用戶均獲授權與AVI訂立具有法律約束力的交易。授權用戶發出及接受的所有指示將被視為經客戶授權的指示，故對客戶具有約束力。

#### 6.2 每份合約的建立

6.2.1 當客戶或授權用戶以電話、親身或通過互聯網聯絡AVI時，則AVI在適用情況下，可以但並無責任要求提供或說明下列資料：

- i) 客戶的賬戶號碼；
- ii) 客戶的其他識別詳細資料；
- iii) **Missing in the original PDF.**

#### iv) Missing in the original PDF.

v) 合約數量；及

vi) 如為合約訂單，則為訂單類型、訂單價格及訂單到期日。

6.2.2 雖未完全列出，但此項資料或其任何部分共同構成「指示」。

6.2.3 AVI將按照客戶的交易指示，並盡快以口頭或通過互聯網向客戶提供可供買賣的有關貨幣或貴金屬的價格，有關安排即為「交易合約條款」。

6.2.4 倘客戶或授權用戶通過電話、親身或點擊網上平台的遞交按鈕，從而表示接納交易合約條款（「接納」），則AVI將擁有建立合約的酌情權利。倘AVI行使該項權力，則客戶與AVI之間即建立合約。當合約建立後，訂約方將受有關交易合約條款及本協議的內容所約束。倘AVI拒絕行使權利以建立合約，則AVI並無責任提供理由，但AVI將立即通知客戶，以表明AVI與客戶並無建立合約。

#### 6.3 付款方式及時間

6.3.1 客戶結欠AVI的任何數額必須以下列其中一種方式支付：

- a) 以現金；
- b) 網上銀行轉帳
- c) 以當日銀行轉帳；
- d) 以銀行或個人支票；或
- e) 以國際電匯轉帳。

6.3.2 以任何貨幣向AVI支付任何款項將按合約訂立時的主要市場兌換率計算。

6.3.3 AVI在簽署任何合約前，客戶必須於AVI的指定賬戶存入足夠的已過賬資金，除非事前已得到AVI特別的批准。AVI將向客戶指明每份合約所需的保證金數額。

6.3.4 AVI可於任何時間通知客戶就使用其服務收取其他費用及收費。

6.3.5 對於客戶因使用AVI的服務而被第三方銀行或其他交易對手收取任何費用或收費，AVI不會對此承擔責任。

#### 6.4 信貸限額

6.4.1 客戶理解到：

- a) AVI可向若干客戶授出信貸限額。信貸限額為預先同意的紐元或AVI按其絕對的酌情權所決定貨幣的金額，而該限額可被用作按市值計價的未平倉交易負數值抵銷，或適用於部分或所有合約（單獨或合計或兩者皆可）未結算交易虧損的金額；
- b) 倘按市值計價的未平倉交易負數值接近或已經超過客戶的信貸限額，則AVI保留權利，以便完全根據其酌情權，要求客戶支付催繳保證金；
- c) AVI並無責任向客戶提供信貸；亦可按其絕對的酌情權去釐訂有關信貸額度；
- d) AVI可於任何時間透過向客戶發出通知後，減少或撤回任何已訂立的信貸限額。

6.4.2 客戶確認，倘AVI根據指示行事而將會導致超過信貸限額，則：

- a) AVI並無責任提示客戶，表示信貸限額將會超過；
- b) 客戶將會繼續就所有金額而向AVI承擔責任，包括超過信貸限額的金額；及
- c) 倘出現可能超過信貸限額的情況時，則AVI並無責任就其其後的指示行事。

#### 6.5 授權限制

6.5.1 客戶可告知AVI適用於部分或所有合約的授權限制，而有關限制可適用於全體或特定授權用戶。

6.5.2 客戶向AVI提供的任何授權限制均可由客戶向AVI發出通知而隨時撤回。

6.5.3 AVI可根據其酌情權，隨時對客戶及/或一名或多名授權用戶實施授權限制，惟於實施限制前須發出通知。

#### 6.6 未平倉交易的利息開支

在客戶所持的任何未平倉交易中，AVI將不時按下列方式，將客戶自定價日期至清算日期所賺取的利息計入客戶的賬戶，或將所產生的利息從客戶的賬戶扣除：

- i) 有關買入一種貨幣及賣出另一種貨幣，而買入貨幣的利率高於賣出貨幣的利率，由此產生的利息將計入客戶的賬戶；
- ii) 有關賣出一種貨幣及買入另一種貨幣，而賣出貨幣的利率高於買入貨幣的利率，由此產生的利息將從客戶的賬戶扣除。
- iii) 有關貴金屬合約，由買賣貴金屬產生的利息將計入客戶的賬戶或從客戶的賬戶扣除。
- iv) 倘出現負利率的情況，由此產生的利息將從客戶的賬戶扣除。
- v) 在所有情況下，利息將根據AVI不時釐定的年率計算，AVI不會就此作出通知。

#### 6.7 墊款及利率

6.7.1 客戶須於定價日期或AVI可能要求結算的有關日期結算每份



合約。倘客戶無法或不願於定價日期或AVI將要求結算的有關日期結算任何合約，則AVI可以（但並無責任）通過結算任何合約的全部或部分金額的方式而向客戶提供墊款，而客戶承諾按要求償還等額的美元（按AVI指定的一個或多個匯率計算），連同按高於當時生效的美國優惠貸款利率年息3%的利率計算的利息，自墊款日期開始直至全數償還日期（包括該日）按日計算。

6.7.2 除上述6.7.1條外，下列項目將收取按上述利率計算的利息：

- a) 未以現金形式支付或存入的保證金或追加保證金的任何部分；及
- b) 逾定價日而結欠AVI而尚未支付的任何金額。

6.7.3 本條所述任何事項均不應闡釋為對AVI根據上述條款向客戶提供墊款具有約束力，或影響AVI根據本協議、合約，或根據法例、衡平法或慣例以其他方式賦予AVI針對客戶或任何其他人士的任何權利及補救措施。

#### 6.8 保證金

6.8.1 於交易發生前（無論客戶屬於購買抑或出售合約），AVI可按其絕對酌情權就客戶目前或將會於AVI建立的任何預計或現有未平倉交易，要求相等於合約價值的0.01%至100%的保證金（「保證金」）。

6.8.2 客戶存入AVI的保證金款項必須根據本協議第6.3段支付。

#### 6.9 強制平倉

6.9.1 客戶須確保其帳戶於任何時間，均存有足夠水平的保證金。

AVI保留對所有未平倉交易進行強制平倉的全部權力：

- a) 倘於任何時間，AVI所持保證金接近或不再足夠彌補客戶於AVI所開立任何或全部按市值計價的未平倉交易負數值；或
- b) 倘於任何時間，AVI分配予客戶的預先協定信貸限額不再足夠彌補客戶於AVI所開立任何或全部按市值計價的未平倉交易負數值。

6.9.2 AVI將有權按其唯一酌情權，不時釐定按市值計價的價值。

6.9.3 除可供AVI使用的其他補救措施外，倘客戶未能支付根據本協議到期應付的金額，則AVI有權（通過購買或出售）終止客戶的任何或全部未平倉交易。

#### 6.10 抵銷結欠款項

6.10.1 除可供AVI使用的其他補救措施外，倘客戶未能支付根據本協議到期應付的任何金額，則AVI可以將此金額抵銷AVI應向客戶支付的任何金額。

6.10.2 AVI有權以應獲客戶支付的任何金額，抵銷AVI從客戶收取或代表客戶收取的任何金額，包括但不限於作為保證金或催繳保證金收取的款項。AVI可按其酌情權決定任何將予抵銷金額的用途。

6.10.3 客戶不得將被AVI結欠的任何金額，抵銷AVI結欠客戶的任何金額。

#### 6.11 延誤

雖然AVI將以合理盡力的方式及時處理客戶的合約訂單，在並無重大疏忽或蓄意不當行為的情況下，則AVI將無需對完成合約訂單的延誤、損害賠償、失效或錯誤承擔責任。

#### 6.12 收費

AVI可透過電話、親身或通過網上平台提供收費參考水平（「參考水平」）。參考水平並無約束力，當合約交易開始時，即表示客戶同意接受AVI提出的價格。（詳情請參閱「產品披露聲明」第五及第六條款）

#### 6.13 報價錯誤

如因植字錯誤或在報價或參考水平中出現明顯錯誤而引起的報價錯誤（「報價錯誤」），AVI無需因報價錯誤而產生的任何損害賠償、索償、損失、負債或費用承擔責任。AVI保留權利為改正報價錯誤作出必要調整。因報價錯誤而產生的任何糾紛，將按公平市值的基礎解決，而該公平市值則由AVI以合理行事的方式，根據該報價錯誤發生時的有關貨幣市值釐定。

#### 6.14 親身

授權用戶可親自前往AVI的註冊辦事處，要求AVI接受指示、訂立合約及進行財務交易。客戶確認及同意當AVI接納授權用戶的指示後，客戶即受該等指示約束。

#### 6.15 電話

6.15.1 授權用戶可通過電話要求AVI接受指示及訂立合約。AVI可查核來電者的授權，方法為要求來電者提供其姓名，並確認該姓名已獲得客戶通知AVI為授權用戶。當有關查核確認來電者的身份後，AVI可假設來電者擁有猶如客戶先前所指的全面授權。

6.15.2 客戶確認及同意，並將確保每名授權用戶確認及同意，AVI可於任何時間對任何人士與AVI之間的任何電話對話進

行錄音。該電話錄音屬於AVI所保留的財產。假如AVI與客戶就任何交易的交易合約條款出現爭議時，可使用電話錄音確認交易的條款及條件，而電話錄音亦可作為培訓及監察用途。

## 7 網上交易平台

7.1 客戶如使用AVI的網上外匯及貴金屬交易系統（「網上平台」），即表示客戶確認並接受下列各項：

- a) 客戶將能夠按網上平台所報的匯率訂立合約。
- b) 所有交易必須使用AVI分配予客戶的登入名稱及密碼完成，而以上述登入名稱及密碼的有效進入，將構成客戶對完成所指定合約的授權，而不論該登入名稱及密碼是否由授權用戶輸入。亦必須確保，每位獲悉登入名稱及密碼的授權用戶將其妥善保管及保密。若客戶有任何理由相信分配予客戶的登入名稱及密碼未獲妥善保管及保密，則應立即通知AVI。
- d) 客戶必須確保概無任何未經授權人士能夠使用登入名稱及密碼。作為此項義務的一部分，客戶必須確保每位授權用戶於使用網上平台後關閉互聯網瀏覽器。
- e) AVI可因任何理由隨時暫停、撤銷或拒絕接入網上平台，而無須向客戶發出通知，上述理由包括但不限於保安、服務質素、客戶並無支付到期應付的款項，或客戶違反本協議的任何規定。

## 8 扣除中介機構 / 收款銀行的費用

8.1 在某些情況下，付款交易有可能涉及多個中介機構，因此可能會扣除費用。收款銀行亦有可能收取費用。此等費用未必一定可以提前計算，而客戶應了解其須負責支付該等費用。

8.2 AVI將不會對協議條款8.1涉及之費用所導致的任何損失承擔責任。AVI將盡其最大努力，確保已於交易合約條款中披露與交易相關的所有費用及/或開支。然而，由於國際外匯市場運作複雜，要作出披露未必一定可能。如有必要計算某種特定貨幣的準確金額，則敬請就此通知AVI，而AVI或能夠安排支付任何未指明的費用。在向AVI代表發出交易指示時，客戶有責任確保雙方已經清楚說明各項第三方費用及收費。

## 9. 超出我們能力控制範圍的情況

9.1 若AVI因超出其能力控制範圍的因素或不可抗力事件，而不能履行其根據本協議或合約的義務，則AVI將在合理可行的情況下盡快通知客戶，並盡其合理努力確保退回因AVI未能根據本協議履行其責任而由客戶支付的任何款項。

### 9.2 市場干擾

- 9.2.1 AVI如認為有關貨幣的相關金融市場的市場狀況受到嚴重干擾，則可隨時向客戶發出通知（「干擾通知」）。
- 9.2.2 有關情況包括AVI認為，於AVI的日常業務過程中，在相關金融市場上無法取得有關貨幣的頭寸，或因國內或國際的金融、政治或經濟狀況或外匯管制，導致取得上述頭寸變得並不可行。
- 9.2.3 當干擾通知在發出後，AVI的責任將會暫時終止，而AVI會與客戶磋商其他安排。若雙方於定價日期前達成協議，則該等其他安排將生效。若雙方未能於該期間內達成協議，則雙方根據相關交易的各自責任將獲解除。

## 10. 客戶資金

10.1 客戶同意AVI可將撥入客戶賬戶的資金（「資金」）連同收取自其他客戶的資金，一併撥入單一指定賬戶中。客戶授權AVI利用資金履行AVI因合約而引致的責任。客戶同意讓AVI保留從資金不時應計的任何利息。

## 11. 通知

11.1 根據本協議或就本協議必須或批准發出的任何通知或其他文件（「通知」）均應以書面形式發出，並應：

- a) 若收件人為客戶，以預付郵資掛號郵件或專人送遞的方式，送抵本協議所載的客戶地址或客戶以書面形式指定的其他地址，或由AVI於AVI網站上張貼通知的形式發出；及  
iii v) 或
  - i) 若於AVI網站上張貼，則通知被視為於AVI網站上張貼起計3天後發出；或
  - ii) 若通知被送抵至客戶的地址，則通知被視為已於通知送出後的營業日發出，惟於專人送遞的情況下，則通知被視為已於送交時發出。
- b) 若收件人為AVI，以預付郵資掛號郵件或專人送遞的方式，送抵本協議所載的AVI地址或AVI以書面形式指定的其他地址，且該等通知被視為已於通知送出後的營業日發出，惟於專人送遞的情況下，通知被視為已於送交時發出。

11.2 根據本協議發出或作出的任何通知亦可以電郵方式送出，惟：

- a) 通知是送出至預期收件人最後告知發件人的電郵地址；及
- b) 發件人保存所送出通知的電子或列印副本。

- 11.3 以電郵方式送出的通知將被視為已於下列最早發生的事項時發出：
- a) 發件人接獲來自收件人的資訊系統的電郵回執，表明通知已送抵上述電郵地址；
  - b) 通知進入受到收件人控制的資訊系統時；或
  - c) 通知首次被收件人的僱員或行政人員開啟或閱讀時。

## 12. 終止

12.1 本協議可由客戶或AVI以書面方式向另一方發出通知而立即終止。然而，任何一方提出終止均不應影響先前訂立的任何合約或其他交易，且不應免除任何一方因本協議而產生且尚未履行的任何責任，亦不應免除客戶於上述終止前因訂立任何合約而產生的任何責任。

12.2 若AVI得悉或有理由相信出現下列任何事項：

- a) 客戶曾向AVI提供虛假或有誤導性的資料；或
- b) 客戶曾參與或現正參與或曾協助或現正協助洗錢或為恐怖份子提供資金；或
- c) 客戶現正接受執法機關及 / 或監管機構的正式調查；

則AVI可按其唯一酌情權，立即終止本協議而不會事前通知客戶，且AVI應獲免除本協議所載或根據本協議所擬進行交易而產生的任何責任，包括因與AVI已經訂立的任何合約而產生的任何責任。

12.3 由本協議終止日期起計兩個營業日內，客戶須按照AVI的書面指示，歸還或銷毀從AVI收取的所有材料。任何一方就支付材料費用、交付材料及銷毀材料的責任應於本協議終止後繼續維持有效。AVI因實施本條而產生的任何責任，須由AVI根據本條釐定。

## 13. 責任限制

13.1 AVI將盡一切合理努力，根據客戶指示所指定的時間，執行合約或向客戶支付款項或向客戶指定的任何第三方支付款項。然而，AVI在任何情況下，均不會對資金撥入客戶的指定賬戶時出現延誤而導致的任何直接、間接或連帶損失（包括損失任何盈利）承擔責任。

13.2 本協議中概無任何規定有意限制或免除AVI根據客戶可能擁有的任何法定權利而可能須向客戶承擔的任何責任。

## 14. 解決糾紛

14.1 除非本條與任何法律或監管制度的規定出現不符，否則本條載列的解決糾紛程序將適用。雙方須盡一切合理努力解決因本協議或根據本協議進行的任何交易而產生的任何糾紛。

14.2 若雙方無法於其中一方就糾紛向另一方發出通知起計5天內解決有關糾紛，則任何一方均可透過向另一方發出通知，將有關糾紛轉介至雙方的高級職員解決（如客戶為個人，則有關轉介規定並不適用），但雙方須確保彼此的高級職員於獲轉介糾紛日期起計10天內，盡可能以友好方式真誠解決有關糾紛。

### 風險警告

買賣外匯及貴金屬，尤其以保證金交易方式，涉及盈利潛力及虧損風險，而虧損可能遠遠超過閣下於任何買賣或交易中投入的款項金額。外匯價格或貴金屬價位的變動情況受到來自全球各地多種難以預測的因素影響。外匯價格或貴金屬價位的劇烈波動可能會導致市場採取行動，並導致閣下無法結算正在虧損的交易。AVI的僱員無法保證任何市場預測的準確性（假如彼等提供有關預測），亦不能保證閣下可能承受的最大損失。閣下在申請開戶前敬請仔細閱讀本協議。