

In case of any discrepancy between the English version and other versions, the English version shall prevail.

本協議其它語言與英文發生衝突時，以英文為準。

Agreement to Hold Trade Accounts

帳戶持有協議

This Agreement ("Agreement") governs the relationship between Customer and SEVENTY INVESTECH (VANUATU) CO., LIMITED ("SEVENTY"), whose Company Number is 14885 and licensed as DEALERS IN SECURITIES by Vanuatu Finance Services Commission. If this Agreement varies from the SEVENTY printed or oral materials, this Agreement controls. This Agreement cannot be amended or waived except in writing by an SEVENTY officer. Customer Service employees cannot amend or waive any part of this Agreement. Customer acknowledges that SEVENTY may revise this Agreement by sending notice of the revised Agreement by e-mail or upon Customer log-in. Customer's use of SEVENTY after such notice constitutes acceptance of the revised Agreement.

本协议（以下简称为“协议”）用于管辖客户与 SEVENTY INVESTECH (VANUATU) CO., LIMITED（以下简称为“柒拾”）之间的关系。SEVENTY INVESTECH (VANUATU) CO., LIMITED 的公司注册号是14885，是受到瓦努阿圖金融服務委員會規管的證券交易商。如本协议与营销材料或口头说明的内容有不一致之处，以本协议为准。除非经过柒拾管理人员以书面形式提出，否则不可对本协议进行修改或放弃。客服人员不可修改或放弃本协议的任何部分。客户确认柒拾可通过电子邮件发送修改协议通知。客户在上述通知后使用柒拾服务被视为接受修改后的协议。

客户资质 Customer Qualification

Customer warrants that his, her or its application is true and complete; will promptly notify SEVENTY of any information changes; and authorizes SEVENTY to make any inquiry to verify information.

客户需保证其申请资料的真实及完整性；如任何信息发生变化，将迅速通知柒拾；客户还授权柒拾公司进行任何调查以证实上述信息。

Natural Persons: Customer warrants that Customer is over 18; is under no legal incapacity; and has sufficient knowledge and experience to understand the nature and risks of the products to be traded.

自然人：客户保证已年满18周岁；具有所有法定资格；具有足够的知识与经验理解将要交易的产品性质与风险。

Organizations: Customer and its authorized representatives warrant that Customer: (i) is authorized under its governing document(s) and in the jurisdictions in which it is organized and/or regulated to enter this Agreement and trade (including on margin if applicable); (ii) is under no legal incapacity; and (iii) that persons identified to enter orders have proper authority and have sufficient knowledge and experience to understand the nature and risks of the products to be traded.

组织：客户与其授权代表保证，客户：(i)根据其组织文件和其所组建和/或受监管的管辖地内获得授权签署本合同与交易(如适用的话，包括保证金交易)；(ii)具有所有法律资格；且(iii)确认输入定单的人员具有适当的授权且具有足够的知识与经验理解其所将要交易的产品性质与风险。

Trusts: "Customer" refers to the Trust and/or Trustees. Trustee(s) represent(s) that there are no Trustees other than listed in the application and certifies(y) that SEVENTY may follow instructions from any Trustee and deliver funds, securities, or any other assets to any Trustee or on any Trustee's instructions, including delivering assets to a Trustee personally. SEVENTY, in its discretion, may require written consent of any or all Trustee(s) prior to following instructions of any Trustee. Trustee(s) certify that Trustee(s) has (have) the power under the Trust documents and

applicable law to enter this Agreement, open the type of account applied for, and enter transactions and issue instructions. Such powers include, without limit, authority to buy, sell (including short), exchange, convert, tender, redeem and withdraw assets (including delivery of securities to/from the account) to trade securities on margin or otherwise (including purchase/sale of options), and trade futures and/or options on futures, for the Trust. Should only one Trustee execute this Agreement, Trustee represents that Trustee has the authority to execute this Agreement, without consent by the other Trustees. Trustee(s) certifies(y) that all transactions for this account will comply with the Trust documents and applicable law and that all trading in this Account will be consistent with the powers delegated to the Trustee(s) by the Trust document(s) and with the fiduciary duties of the Trustee(s) to the Trust and/or the beneficiary(ies) of the Trust. Trustee(s) also certifies(y) that Trustee(s) will inform any beneficiary(ies) of the Trust of the activity in the Trust's account(s) as required by the Trust document and applicable law. Trustee(s), jointly and severally, shall indemnify SEVENTY and hold SEVENTY harmless from any claim, loss, expense or liability for effecting any transactions, and acting upon any instructions given by the Trustee(s). Trustee(s) will notify Interactive promptly if the authority of the Trustee(s) change in any manner material to this Agreement, including but not limited to any change affecting the accuracy of any warrants made herein. 信托：“客户”指的是信托人和/或受托人。受托人表示除了列明在申请资料上的受托人以外没有其他的受托人，并证实柒拾可遵从任何受托人的指示，将资金、证券或任何其它资产交付给任何受托人或根据任何受托人的指示将资金、证券或任何其它资产交付给任何受托人，包括将资产交付给受托人本人。柒拾可自行决定要求在遵从任何受托人的指示前获得任何或所有受托人的书面同意。根据信托文件和现行法律，受托人有权签署本合同打开所申请的账户类型、进行交易及发布指令。上述权力包括但不限于由信托授权买入、卖出(包括卖空)、交易、转换、偿还、赎回与提取资产(包括向/从账户内交付证券)、授权以保证金交易证券或与此相反(包括购买/出售期权)、交易期货和/或交易期货期权。如只有一名受托人执行本合同，受托人表示无需获得其它受托人同意的情况下其有权执行本合同。受托人证明本账户的所有交易将遵守信托文件与适用法律。受托人应共同并各自保障柒拾公司免于承担根据受托人指示采取的任何交易和行动所引起的任何索赔、损失、费用或责任。

Regulated Persons and Entities: Unless Customer notifies SEVENTY otherwise, Customer represents that Customer is not a broker-dealer; futures commission merchant; or affiliate, associated person or employee thereof. Customer agrees to notify SEVENTY immediately by email if Customer becomes employed or associated with a broker-dealer or futures commission merchant. 受监管的个体或实体: 除非客户通知柒拾, 否则客户表示他不是一名经纪商-交易商、期货佣金商、或其分支机构、关联人士或雇员。如果客户成为一个经纪商-交易商或期货佣金商的雇员或与之相关联, 客户同意立即通过电子邮件通知。

Deposit and Withdraw 存款/取款

Customer shall deposit/withdraw to/from whose trade account through wire transfer from his/her linked bank account.

客户通过关联的银行账户向交易账户转入资金或提取资金。

Customer shall not deposit/withdraw/link a bank account that not owned by his/herself.

客户不能关联或使用非自己持有的银行账户进行存取款。

If customer request the change of linked bank account, SEVENTY reserve the right to verify the register information of customer. There are up to three bank account could be linked to a customer .

如客户需要更换绑定的银行卡, 柒拾保留进一步核查客户预留信息的权利。每个客户至多可以绑定三个银行账户。

If the customer is an organization, the customer shall link organization's bank account to the trade account. The customer shall link either shareholder's bank account to the trade account only if all shareholders and directors and UBOs submit a writing request.

如果客户是某一组织, 客户可以将该组织的银行账户与交易账户关联。在全部股东、董事、以及最终受益人提交申请的情况下, 客户亦可以将该任一股东的银行账户与交易账户关联。

Order Routing and Execution 订单传递和执行

Unless otherwise directed, SEVENTY will select the market/dealer to which to route Customer's orders. For products traded at multiple markets, SEVENTY may provide "Smart Routing", which seeks the best market for each order through a computerized algorithm. Customer should choose Smart Routing if available. If Customer directs orders to a particular market, Customer assumes responsibility for knowing and trading in accordance with the rules and policies of that market (e.g., trading hours, order types, etc.). SEVENTY cannot guarantee execution of every order at the best posted price: SEVENTY may not have access to every market/dealer; other orders may trade ahead; market centers may not honor posted prices or may re-route orders for manual handling; or market rules, decisions or system failures may prevent/delay execution of Customer's orders or cause orders not to receive the best price.

除非是直接传递，否则柒拾将选择传递客户订单的市场/交易商。对于在多个市场交易的产品，柒拾可能会提供“智能传递”手段，这一操作通过计算机算法为每个订单寻找最佳市场。在可用的情况下客户应选择智能传递。如客户将订单直接发送至一个特定的市场，则客户应承担知晓以及根据该市场的规定与政策进行交易的责任(如交易时间、订单类型等)。柒拾不能保证所有订单均以最佳的公布价格执行，这是因为：柒拾可能不能进入所有市场/交易商；其它订单可能提前交易；市场中心可能不认可公布价或可能重新发送订单进行手工操作；或市场规则、决定或系统故障可能防止/延迟客户订单的执行或导致订单不能接收最佳价格。

SEVENTY shall execute Customer orders as agent, unless otherwise confirmed. SEVENTY can execute Customer orders as principal. SEVENTY may use another broker, or an affiliate, to execute orders, and they have benefit of all SEVENTY's rights hereunder. SEVENTY may decline any Customer order, or terminate Customer's use of SEVENTY's services at any time in SEVENTY's discretion. All transactions are subject to rules and policies of relevant markets and clearinghouses, and applicable laws and regulations. SEVENTY IS NOT LIABLE FOR ANY ACTION OR DECISION OF ANY EXCHANGE, MARKET, DEALER, CLEARINGHOUSE OR REGULATOR.

除非由客户另外确认，否则柒拾应作为代理执行客户订单。柒拾可以作为执行客户订单的首要机构。柒拾还可使用另一经纪商或一个分公司执行订单，且他们享有所有柒拾的权利。柒拾可自行决定拒绝任何客户订单或在任何时候终止客户使用柒拾的服务。所有交易应遵守相关市场或清算机构的规定、政策及适用的法规。柒拾对任何交易所、市场、交易商、清算机构或监管机构的任何行动或决定不承担责任。

Default 违约

A "Default" occurs automatically, without notice upon: (i) Customer breach/ repudiation of any agreement with SEVENTY; (ii) Customer failure to provide assurance satisfactory to SEVENTY of performance of an obligation, after request from SEVENTY in SEVENTY's sole discretion; (iii) proceedings by/against Customer under any bankruptcy, insolvency, or similar law; (iv) assignment for the benefit of Customer's creditors; (v) appointment of a receiver, trustee, liquidator or similar officer for Customer or Customer property; (vi) Customer representations being untrue or misleading when made or later becoming untrue; (vii) legal incompetence of Customer; (viii) proceeding to suspend Customer's business or license by any regulator or organization; (ix) SEVENTY having reason to believe that any of the foregoing is likely to occur imminently.

Customer unconditionally agrees that, upon a Default, SEVENTY may terminate any or all SEVENTY's obligations to Customer and SEVENTY shall have the right in its discretion, but not the obligation, without prior notice, to liquidate all or any part of Customer's positions in any SEVENTY account, individual or joint, at any time and any manner and through any market or dealer. Customer shall reimburse and hold SEVENTY harmless for all actions, omissions, costs, fees (including, but not limited to, attorney's fees), or liabilities associated with any Customer Default or any transaction undertaken by SEVENTY upon Default.

在不通知的情况下，“违约”在以下情况下自动发生：(i)客户违反/拒绝履行与柒拾之间的任何合同；(ii)在柒拾自行决定发出要求后，客户未向柒拾提供让柒拾满意的清偿债务保证；(iii)根据任何破产法或相似的法律，由客户发起或针对客户发起诉讼；(iv)为了客户债权人的利益进行转让；(v)指定客户或客户财产的接收人、受托人、财产清算人或类似人员；(vi)客户的陈述在当时进行时不真实或具有误导性，或后来不具有真实性；(vii)客户无法履行行为能力；(viii)由任何监管机构或组织终止客户业务或许可；(ix)柒拾有理由相信任何以上情况可能即将发生

客户无条件同意一旦违约，柒拾可终止履行其对客户的部分或所有义务，且柒拾有权自行决定但并非有此义务在无事先告知的情况下，在任何时间以任何方式通过任何市场或交易商清算任何柒拾个人账户或联名账户内所有或部分客户的仓位。客户应对任何客户违约相关的、或者因客户违约由柒拾完成的交易相关的所有诉讼、疏忽、成本与费用(包括但不限于律师费)或债务做出补偿或使之不受损害。 Suspicious Activity 可疑行为
If SEVENTY in its sole discretion believes that a Customer account has been involved in any fraud or crime or violation of laws or regulations, or has been accessed unlawfully, or is otherwise involved in any suspicious activity (whether victim or perpetrator or otherwise), SEVENTY may suspend or freeze the account or any privileges of the account, may freeze or liquidate funds or assets, or may utilize any of the remedies in this Agreement for a "Default".

如柒拾根据其自己的判断认为客户的账户参与了任何诈欺或犯罪行为，或违反法律法规，或已被非法侵入或卷入任何可疑行为(无论是作为受害者或犯罪者或其它身份)，柒拾可终止或冻结账户、或账户的任何特权;可冻结或清算资金或资产;或可利用本合同的"违约事件"的任何法律补偿。

Commissions and Fees, Interest Charges, Funds 佣金与手续费、利息费用、资金

Commissions and fees are as flexible published to customer through website or email. Customer acknowledges that SEVENTY deducts commissions/fees from Customer accounts, which will reduce account equity. Positions will be liquidated if commissions or other charges cause a margin deficiency. Changes to commissions/fees are effective immediately upon either of: email or other written notice to Customer. SEVENTY shall pay credit interest to and charge debit interest from Customer at interest rates and terms appeared during the trade. Customer funds will not be disbursed until after transactions are settled.

佣金与手续费为浮动计價，並通過網站或電子郵件向客戶告知。客户确认柒拾从客户账户扣除佣金/手续费，由此将降低账户的净值。如佣金或其它收费引起保证金出现短缺，将平仓头寸。在以下任何一种情况发生后佣金或手续费变化即生效：以电子邮件或其它书面通知发送给客户。柒拾应以其交易时载明的利率与条款向客户支付利息收入，向客户收取借项利息。客户资金只有在交易结算后方可拨付。

LIMITATION OF LIABILITY AND LIQUIDATED DAMAGES PROVISION 有限责任与违约赔偿金规定

CUSTOMER ACCEPTS THE SEVENTY SYSTEM "AS IS", AND WITHOUT WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE, PURPOSE OR APPLICATION; TIMELINESS; FREEDOM FROM INTERRUPTION; OR ANY IMPLIED WARRANTIES ARISING FROM TRADE USAGE, COURSE OF DEALING OR COURSE OF PERFORMANCE. UNDER NO CIRCUMSTANCES SHALL SEVENTY BE LIABLE FOR ANY PUNITIVE, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL LOSS OR DAMAGES, INCLUDING LOSS OF BUSINESS, PROFITS OR GOODWILL. SEVENTY SHALL NOT BE LIABLE TO CUSTOMER BY REASON OF DELAYS OR INTERRUPTIONS OF SERVICE OR TRANSMISSIONS, OR FAILURES OF PERFORMANCE OF THE SEVENTY SYSTEM, REGARDLESS OF CAUSE, INCLUDING, BUT NOT LIMITED TO, THOSE CAUSED BY HARDWARE OR SOFTWARE MALFUNCTION; GOVERNMENTAL, EXCHANGE OR OTHER REGULATORY ACTION; ACTS OF GOD; WAR, TERRORISM, OR SEVENTY'S INTENTIONAL ACTS. CUSTOMER RECOGNIZES THAT THERE MAY BE DELAYS OR INTERRUPTIONS IN THE USE OF THE SEVENTY SYSTEM, INCLUDING, FOR EXAMPLE, THOSE CAUSED INTENTIONALLY BY SEVENTY FOR PURPOSES OF SERVICING THE SEVENTY SYSTEM. IN NO EVENT SHALL SEVENTY'S LIABILITY, REGARDLESS OF THE FORM OF ACTION AND DAMAGES SUFFERED BY CUSTOMER, EXCEED THE HIGHEST TOTAL MONTHLY COMMISSIONS PAID BY CUSTOMER TO SEVENTY OVER THE 6 MONTHS PRIOR TO ANY INCIDENT.

客户接受柒拾系统“现有的”状况，无明示或暗示的担保、包括但不限于对适销性或某特定用途的适应性的担保、应用目的的担保、及时性、免于中断的担保，或任何暗含的由交易使用、交易过程或履行过程所引起的担保。

在任何情况下，柒拾对任何惩罚性的、间接的、偶然的、特殊的或连带的损失或损害均不承担责任，包括业务、收益或商誉的损失。柒拾对由于服务的延迟、中断或传送、或操作柒拾的系统故障不承担责任，无论是何原因，包括但不限于那些由硬件或软件故障所引起的故障;政府的、交易所的或其它监管机构的行动所引起

的;天灾、战争、恐怖主义或柒拾的有意行动。客户确认在使用柒拾系统时可能出现延迟或中断情况，例如包括那些由柒拾有意为维护其系统所导致的上述问题在任何情况下，无论采取何种行动，无论客户遭受何种损失，柒拾的责任不应超过发生的任何事故前六个月内由客户支付给柒拾的最高的月佣金总额。

Minimum Requirement of Account Equity 账户净值最低要求

A minimum equity of U.S. Dollar 100 is required for natural person account holders. A minimum equity of U.S. Dollar 30000 is required for organization account holders. A minimum equity of U.S. Dollar 50000 is required for trusts and regulated person or entity account holders. SEVENTY reserves the right to close an account that lower than the requirement.

自然人开设的交易账户需要保持不低于100美元的净值；组织或法团开设的交易账户需要保持不低于30000美元的净值；信托以及受监管的个体或实体开设的交易账户需要保持不低于50000美元的净值。柒拾保留关闭任一不达上述标准的账户之权利。

Open Another Account 加开账户

Customer shall open another account under customer's name, regardless entrusted management account or general account, by using exist customer profile. Customer shall send email to SEVENTY to open another account.

客户可以使用现有的资料开设另一个新立交易账户，无论这个新账户是托管账户或者交易账户。客户可以通过电子邮件向柒拾提交此类申请。

Miscellaneous 其它

This Agreement is governed by the laws of the Republic of Vanuatu, without giving effect to conflict of laws provisions.

本合同受瓦努阿图共和国法律的管辖，与法律规定相抵触的条款不予生效。

Customer agrees to the provision of this Agreement in English and represents that Customer understands its terms and conditions. This Agreement contains the entire agreement between the parties, who have made no other representations or warranties. If any provision of this Agreement is unenforceable, it shall not invalidate other provisions. Failure of SEVENTY to enforce any term or condition of this Agreement is not a waiver of the term/condition.

客户同意本合同的规定以英文书写且表示客户理解本合同的条款。本合同包括合同双方之间的完整合同，除此以外，合同双方不做出其它陈述或担保。如本合同中的任何规定不可执行，不应影响其它规定的效力。柒拾未能履行本合同的任何条款不可视为其对合同条款的放弃。

Customer consents to recording of all telephone conversations. 客户同意录音所有电话内容。

Customer may not assign or transfer any rights or obligations hereunder without the prior written consent of SEVENTY. Upon notice to Customer SEVENTY may assign this Agreement to another broker-dealer or futures commission merchant. This Agreement shall inure to the benefit of SEVENTY's successors and assigns. SEVENTY may terminate this Agreement or its services to Customer at any time. Customer may close its account upon notice to SEVENTY electronically through the email, but only after all positions are closed and all other requirements specified regarding account closure are satisfied.

如无柒拾的事先书面同意，客户不可出让或转让本合同下的任何权利或义务。在向客户发出通知后，柒拾可将本合同转让给另一经纪人-交易商或期货经纪商。本合同应保证柒拾继承者或受让人的利益。柒拾可在任何时候终止本合同或向客户提供服务。客户可通过电子邮件方式通知柒拾后关闭其账户，但只有在所有仓位清仓后，并满足柒拾关闭账户的所有其它要求。

Customer authorizes SEVENTY, directly or through third parties, to make any inquiries that SEVENTY considers necessary to conduct business with Customer. This may include ordering a credit report and performing other credit checks in the event of any default or breach of the obligations herein by Customer, or verifying the information Customer provides against third party databases. Any information obtained is maintained in accordance with the Interactive Brokers Group Privacy Statement.

客户直接或经第三方授权柒拾就其认为其在与客户进行商业活动时所必须的信息询问客户。询问可包括在客户发生任何违约或违法本协议义务时而索取的信用报告及其它信用检查，或核对客户向第三方数据库提供的信息。

【General Account Terms 普通账户条款】 which controls General Account Only 仅适用于“普通账户”

No Trading Advice 不提供交易建议

No Investment, Tax or Trading Advice: SEVENTY representatives are not authorized to provide investment, tax or trading advice or to solicit orders. Nothing on SEVENTY's marketing materials is a recommendation or solicitation to buy or sell securities, futures or other investments.

不提供投资、税务或交易建议：柒拾代表未获授权提供投资、税务或交易建议或招揽定单。柒拾通过电子邮件或其它材料发送的任何内容均不可视为购买或出售证券、期货或其它投资产品的一种建议或招揽。

Responsibility for Customer Orders/Trades 客户定单/交易责任

Customer acknowledges that SEVENTY does not know whether someone entering orders with Customer's user name/password is Customer. Unless SEVENTY is notified and agrees, Customer will not allow anyone to access Customer's account. Customer is responsible for the confidentiality and use of Customer's user name/password and agrees to report any theft/loss of such user name/password, or any unauthorized access to Customer's account, immediately by through the email. Customer remains responsible for all transactions entered using Customer's user name/password.

客户确认柒拾并不知晓使用客户的用户名或密码输入定单的人是否为客户本人。除非柒拾公司已被告知并同意，否则客户应不允许任何人进入其账户。客户本人负责其用户名/密码的保密性与使用，并同意如上述用户名/密码被窃取或遗失或出现非法进入客户账户的情况，立即通过电子邮件报告。客户对使用其用户名/密码所进行的所有交易负责。

Customer agrees to monitor each order until SEVENTY confirms execution or cancellation. Customer acknowledges that confirmations of executions or cancellations may be delayed or may be erroneous (e.g. due to computer system issues) or may be cancelled/adjusted by an exchange. Customer is bound by the actual order execution, if consistent with Customer's order. If SEVENTY confirms execution or cancellation in error and Customer delays reporting such error, SEVENTY reserves the right to remove the trade from the account or require Customer to accept the trade, in SEVENTY's discretion.

客户同意监视每个定单直至柒拾确认执行或取消定单。客户知晓执行或取消的确认可能会被延误或可能发生错误(如由于计算机系统问题所引起)或可能被交易所取消/整。如实际执行的定单与客户的定单一致，客户应对实际执行的定单负责。如柒拾确认执行或取消有错误，且客户延迟报告上述错误，则柒拾保留从账户中取消这一交易或要求客户接受该交易的权利，具体由柒拾自行决定。

Customer agrees to notify SEVENTY immediately by email if: i) Customer fails to receive an accurate confirmation of an execution or cancellation; ii) Customer receives a confirmation that is different than Customer's order; iii)

Customer receives a confirmation for an order that Customer did not place; or iv) Customer receives an account statement, confirmation or other information reflecting inaccurate orders, trades, balances, positions, margin status or transaction history. Customer acknowledges that SEVENTY may adjust Customer's account to correct any error.

Customer agrees to promptly return to SEVENTY any assets erroneously distributed to Customer.

在以下情况下，客户同意立即通过电子邮件或通通知柒拾: i)客户未能收到定单被执行或被取消的准确确认; ii) 客户收到与客户定单不一致的确认; iii) 客户收到一份客户并未下达定单的确认；或 iv)客户收到一个账户报告、确认或其它信息反映出不准确的定单、交易、余额、头寸、保证金状态或交易历史。客户确认柒拾可能调整客户账户以更正任何错误。客户同意迅速将柒拾由于失误分配给客户的任何资产返还给柒拾。

Trade System 交易系统

SEVENTY may provide a trade account at other finance institute that named under SEVENTY for customer trading. In case of this, this account shall be deemed to an account opened at SEVENTY and subjected to the this agreement.

柒拾可能會將以自身名義在其它金融機構開設的交易賬戶交由客戶使用。如果此情況發生，此賬戶視同客戶在柒拾開設的賬戶，並同樣受到此協議約束。

The login method and username/password will be sent to customer's registered email.

交易系統登錄方式及用戶名/密碼將通過電子郵件送達客戶。

Proprietary Trading 自营交易-显示客户定单

Display of Customer Orders: Subject to all laws and regulations, Customer authorizes SEVENTY to execute proprietary trades of itself and its affiliates, though SEVENTY may simultaneously hold unexecuted Customer orders for the same products at the same price.

根据所有法律与法规的规定，客户授权柒拾执行其与其分支机构的自营交易，虽然柒拾可能对同一产品以同一价格同时持有未执行的客户定单。

Order Cancellation/Modification 定单取消/修改

Customer acknowledges that it may not be possible to cancel/ modify an order and that Customer is responsible for executions notwithstanding a cancel/modify request. 客户确认可能无法取消/修改定单，并且尽管发出定单取消/修改要求，客户仍需对定单的执行结果负责。

Margin 保证金

Risk of Margin Trading: Margin trading is highly risky and may result in a loss of funds greater than Customer has deposited in the account. Customer represents that he or she has read the "Disclosure of Risks of Margin Trading" provided separately by SEVENTY.

保证金交易的风险:保证金交易具有高风险性，导致的损失可能超过客户账户内的已存资金。

Requirement to Maintain Sufficient Margin Continuously: Margin transactions are subject to initial and maintenance margin requirements of exchanges, clearinghouses and regulators and also to any additional margin requirement of SEVENTY, which may be greater ("Margin Requirements"). SEVENTY MAY MODIFY MARGIN REQUIREMENTS FOR ANY OR ALL CUSTOMERS FOR ANY OPEN OR NEW POSITIONS AT ANY TIME, IN SEVENTY'S SOLE DISCRETION. Customer shall monitor his, her or its account so that at all times the account contains sufficient equity to meet Margin Requirements. SEVENTY may reject any order if the account has insufficient equity to meet Margin Requirements, and may delay processing any order while determining margin status. Customer shall maintain, without notice or demand, sufficient equity at all times to continuously meet Margin Requirements. Formulas for calculating Margin Requirements are indicative only and may not reflect actual Margin Requirements. Customer must at all times satisfy whatever Margin Requirement is calculated by SEVENTY.

要求连续维持足够保证金:保证金交易应遵守交易所、清算机构、监管机构的初始保证金与维持保证金的要求，同样还应遵守柒拾的任何附加保证金规定，柒拾的保证金的金额可能会更高("保证金要求")。柒拾可自行决定在任何时间对任何开仓或新头寸修改任何或所有客户的保证金要求。客户应监控其账户以保证在任何时候账户均持有的足够的股权满足保证金要求。如账户内的股权不足以达到保证金要求，则柒拾可拒绝任何定单，且可在确定保证金状态时延迟处理任何定单。无需任何通知或要求，客户应在任何时候保持足够的股权以持续满足保证金要求。保证金计算公式仅作参考，可能不能反映出实际的保证金要求。客户必须在任何时候满足由柒拾计算的保证金要求。

SEVENTY Will Not Issue Margin Calls: SEVENTY does not have to notify Customer of any failure to meet Margin Requirements prior to SEVENTY exercising its rights under this Agreement. Customer acknowledges that SEVENTY generally will not issue margin calls; generally will not credit Customer's account to meet intraday or overnight margin deficiencies; and is authorized to liquidate account positions in order to satisfy Margin Requirements without prior notice.

柒拾将不发出追加保证金通知:柒拾在根据本合同行使其权利前不一定非得通知客户其未能达到保证金要求。

客户确认柒拾一般不会发出追加保证金的通知;一般来说将不会信 客户账户补足日内或隔夜保证金短缺;且在不事先通知的情况下有权利平仓账户头寸以满足保证金要求。

Liquidation of Positions and Offsetting Transactions: (i) IF AT ANY TIME CUSTOMER'S ACCOUNT HAS INSUFFICIENT EQUITY TO MEET MARGIN REQUIREMENTS OR IS IN DEFICIT, SEVENTY HAS THE RIGHT, IN ITS SOLE DISCRETION, BUT NOT THE OBLIGATION, TO LIQUIDATE ALL OR ANY PART OF CUSTOMER'S POSITIONS IN ANY OF CUSTOMER'S SEVENTY NON-IRA ACCOUNTS, INDIVIDUAL OR JOINT, AT ANY TIME AND IN ANY MANNER AND THROUGH ANY MARKET OR DEALER, WITHOUT PRIOR NOTICE OR MARGIN CALL TO CUSTOMER. CUSTOMER SHALL BE LIABLE AND WILL PROMPTLY PAY SEVENTY FOR ANY DEFICIENCIES IN CUSTOMER'S ACCOUNT THAT ARISE FROM SUCH LIQUIDATION OR REMAIN AFTER SUCH LIQUIDATION. SEVENTY HAS NO LIABILITY FOR ANY LOSS SUSTAINED BY CUSTOMER IN CONNECTION WITH SUCH LIQUIDATIONS (OR IF THE SEVENTY SYSTEM DELAYS EFFECTING, OR DOES NOT EFFECT, SUCH LIQUIDATIONS) EVEN IF CUSTOMER RE- ESTABLISHES ITS POSITION AT A WORSE PRICE. (ii) SEVENTY may allow Customer to pre-request the order of liquidation in event of a margin deficiency, but such requests are not binding on SEVENTY and SEVENTY retains sole discretion to determine the assets to be liquidated and the order/manner of liquidation. SEVENTY may liquidate through any market or dealer, and SEVENTY or its affiliates may take the other side of the transactions consistent with laws and regulations. If SEVENTY liquidates any/all positions in Customer's account, such liquidation shall establish Customer's gain/loss and remaining indebtedness to SEVENTY, if any. Customer shall reimburse and hold SEVENTY harmless for all actions, omissions, costs, fees (including, but not limited to, attorney's fees), or liabilities associated with any such transaction undertaken by SEVENTY. If SEVENTY executes an order for which Customer did not have sufficient equity, SEVENTY has the right, without notice, to liquidate the trade and Customer shall be responsible for any resulting loss and shall not be entitled to any resulting profit. (iii) If SEVENTY does not, for any reason, liquidate under-margined positions, and issues a margin call, Customer must satisfy such call immediately by depositing funds. Customer acknowledges that even if a call is issued, SEVENTY still may liquidate positions at any time. (iv) Customer acknowledges that SEVENTY also has the right to liquidate all or part of Customer's positions without prior notice: (a) if any dispute arises concerning any Customer trade, (b) upon any "Default" as described, or (c) whenever SEVENTY deems liquidation necessary or advisable for SEVENTY's protection.

清算头寸与抵消交易: (i) 如在任何时候, 客户账户中的股权不足以满足保证金要求或为亏缺, 则柒拾有权自行决定但并非有此义务, 在任何时候以任何方式、通过任何市场或交易商, 在无事先通知或向客户发出追加保证金通知的情况下, 清算在任何客户的柒拾账户内所有或任何部分客户头寸(无论是个人的账户或联名账户)。客户应负责且将迅速向柒拾支付由于上述平仓或上述平仓后保留的头寸所引起的客户账户账面所短少的金额。柒拾对与上述平仓有关的客户所遭受的任何损失均不负有责任(或如柒拾系统延迟执行或未能执行上述平仓)即便客户在一个更差的价格重建其仓位。(ii) 如出现保证金不足的情况, 柒拾公司可允许客户预先要求清算顺序, 但上述要求对柒拾公司不具有约束力, 柒拾公司有权独自确定要清算的资产、清算顺序及清算方式。柒拾可通过任何市场或交易商进行清算, 柒拾或其分支机构可能按符合法律法规的情况下做为交易的另一方。如柒拾清算客户账户中的任何/所有仓位, 上述清算仓位应确定客户的收益/损失与所欠柒拾的债务, 如有的话。客户应对由柒拾所承担的任何上述交易相关的所有诉讼、疏忽、成本与费用(包括但不限于律师费)或责任做出补偿或使之不受损害。如柒拾公司在客户账户内无足够的股权时执行一个定单, 柒拾有权在不事先通知客户的情况下清算交易, 且客户应对任何由此引起的损失负责, 且没有权利获得任何由此所得的利润。(iii) 无论出于何种原因, 如果柒拾未能清算保证金不足的头寸且发出追加保证金通知, 客户必须立即存入资金满足上述保证金追缴通知。客户确认如发出追缴通知后, 柒拾仍可在任何时候平仓头寸。(iv) 客户确认柒拾同样还有权在没有事先通知时清算所有或部分客户的仓位:(a)如在客户的任何交易出现任何争议时, (b)出现在任何“违约”后, 或(c)任何时候当柒拾认为为了保护柒拾的利益有必要或适当地进行清算时。

In General, the margin used should be less than 100% of current equity of the trade account, otherwise there's a specialized notice.

除非另有提示, 使用的保證金不得超過帳戶當前淨值的100%。

Commodity Options and Futures Not Settled in Cash 不以现金结算的商品期权与期货

Customer acknowledges that: (A) commodity options cannot be exercised and must be closed out by offset; and (B) for futures contracts that settle not in cash but by physical delivery of the commodity (including currencies not on SEVENTY's Deliverable Currency List), Customer cannot make or receive delivery. If Customer has not offset a commodity option or physical delivery futures position prior to the deadline, SEVENTY is authorized to roll or liquidate the position or liquidate any position or commodity resulting from the option or futures contract, and Customer is liable for all losses/costs.

客户确认:(A)商品期权不能行使,必须通过对冲来平仓;且(B)对于不以现金结算而通过商品实物交割的期货合约(包括不在柒拾可交割货币清单上的货币),客户不能进行或接受交割。如客户在公布的最后截止日期前尚未抵销商品期权或实物交割期货仓位,客户授权柒拾转仓或平仓或清算由期权或期货合约所引起的任何仓位或商品,客户负责承担所有损失/费用。

Minimum Requirement of Account Service Charge 账户最低服务费率要求

Your trade account will be charged a management fee of USD 9 per month from the 91th day that you did not complete trade deal to your account. Your trade account will be deleted if you did not complete trade deal for 180 days and your equity is less than or equals to USD 0.

如果您的交易账户超过90天不进行交易,从第91日起,我们会每个月从您的账户中扣取9美元的账户管理费。如果您的账户超过180天不进行交易且账户资金低于/等于0美元(不含),您的账户会被删除。

Account Deficits 账户负结余

If a general trade account incurs a deficit, margin interest rates will apply until the balance is repaid, and SEVENTY has the right, but not the obligation, to treat any account under customer as a margin account. Customer agrees to pay reasonable costs of collection for any unpaid Customer deficit, including attorneys' and collection agent fees.

如一个普通交易账户出现负值,将对差额实行保证金利率直到偿还为止,柒拾有权但无义务将客户名下任一账户作为保证金账户对待。客户同意对任何未支付的客户账户不足资金支付合理的收款成本,包括律师费与收款代理人手续费。

Additional Limits attached to X-Leverage Accounts 无限杠杆账户额外限制条款

X-Leverage Accounts are special account categories that SeventyBrokers provides to trading clients who do not understand the margin system based on their own risk management capabilities and will not result in a "forced closing due to insufficient margin". Based on the Company's risk management capabilities, we impose the following restrictions on account users: (1) no deposit slots into or funds from other accounts to the account if the equity of the account is greater than USD 300, and (2) the account should remain no open position if the equity of the account is above USD 1500, if the position is to continue or to open a new position, withdrawals or transfers of funds to other category accounts are required until the equity is below USD 1500, and (3) scalping trading strategies (trading types that are characterized by consecutive very small profit closing positions in very short periods of time) are not permitted. SeventyBrokers will use technical means to prevent account holders from doing so as far as possible, but due to the diversity of market circumstances, we cannot ensure that our blocking practices are effective. Therefore, the account holder is bound to use this category account under the restrictions described above. If the account violates the above limits, SeventyBrokers reserves the right to trace its losses to the Customer, including, but not limited to, canceling some or all of the completely settled orders and deals, or close the account and recourse the negative balance portion of the account.

无限杠杆账户是 SeventyBrokers 依据公司自身风险管理能力,为不了解保证金制度的交易客户提供的,不会“因保证金不足而招致强制平仓”的特殊账户类别。基于公司的风险管理能力,我们对账户使用者做出以下约束:(1) 账户净值高于300美金时,不得向该账户入金或从其他账户向该账户转入资金;(2) 账户净值高于1500美金时,应保持账户空仓。如需要继续持仓或新开仓,则需要先进行出金或将资金转移至其他类别账

户，以令账户净值低于 1500 美金；（3）不得运用剥头皮交易策略（连续在极短时间极小利润结束头寸为显著特征的交易类型）。SeventyBrokers 会尽可能使用技术手段阻止账户持有人进行上述操作，但受制于市场环境的多样性，我们不能确保我们的阻止行为是切实有效的。因此无限杠杆账户持有人在此同意在上述限制的约束下使用此类别账户。如果该账户出现违反上述限制的行为，SeventyBrokers 保留向客户追溯自身的损失的权利，包含但不限于取消部分或全部已成交的订单、关闭帐户，或对账户的负余额部分进行追偿。

Additional Notice to Stock CFD Trading 有关于股票差价合约交易的额外提示

Stock CFD trading incurs additional handling fees. Fee schedule customers can view it from the Support Desk linked to the company's website. The fee is not prompted in the course of the transaction, and the customer's transaction will be deemed the acceptance of the fee. Stock CFDs are not shares or cash stock, so asset holders do not actually have shareholder rights, including, but are not limited to, dividend and voting rights.

股票差价合约交易，会产生额外的手续费。手续费细则客户可以从公司网站所链接的支持中心中查看。该费用不会在交易过程中另有提示，客户进行交易即表示认可该项费用。股票差价合约并非股票，因此资产持有者不会确实拥有股东权利，包含但不限于分红权和投票权。