

CHECKLIST 清单

Kindly take the time and use this checklist carefully, which should help prevent any delays throughout the procedure of opening your ACM-Account, which may be caused by missing information and/or paperwork. Thank you.

请您抽出宝贵的时间用此清单认真核对。在开设 ACM 账户的过程中，它将有助您避免因信息以及资料遗漏造成的开户延迟。谢谢！

STEP 1 第一步

→ Please write the place (city), date and sign pages 2, 3, 4, 5, 6, 7, 12 and 13.

请在第 2、3、4、5、6、7、12 和 13 页上填写地点（城市）及日期并签字。

→ Please initial or sign pages 8 to 11. 请在第 8 页及 11 页上签署姓名拼音首字母或签名。

Please check
请在方框内打勾

STEP 2 第二步

Professional activity: Page 3: 第 3 页: 职业活动

→ Please make sure to have mentioned the full name and address of the company you work(ed) for and your job title. 请务必填写您在公司的全称、地址以及您的头衔。

Please check
请在方框内打勾

STEP 3 第三步

→ All checkboxes on Page 5 should be crossed. 第 5 页的所有核选方框都应被勾选

Please check
请在方框内打勾

STEP 4 第四步

A Form : Page 7: 第七页: A 表格

→ This form serves to establish the final ownership of the funds on account.

此表格旨在确立账户上资金的最终所有权。

→ Please check the first box and leave mid-section empty (unless if another party than yourself is the final beneficial owner of funds being deposited on your account), and complete with the place (city), date and your signature. 请第一个方框内打勾，中间部分留空（除非除您之外的另一方是你账户存储资金的实益拥有人）并填写地点（城市）日期以及您的签名。

Please check
请在方框内打勾

STEP 5 第五步

Additional Documents 附加资料

→ **Passport:** Must be an original notarized copy of a valid passport (or a National ID for Certain Countries' citizen) certified by a public notary, Consulate or Embassy. Photograph and signature must be visible.

The notarization must have been made less than 12 months ago.

护照：必须为经公证处、领事馆或大使馆证明的有效护照（或国家身份证）的原始公证件。照片及签名必须清晰可辨。公证在 12 个月内有效。

Please check
请在方框内打勾

→ **Utility bill:** (i.e. electricity, gas or phone bill) that verifies the name and address on the account opening application form. This document must be less than 6 months old.

账单：（例如电、煤气以及电话账单）用于核实开户申请书上的姓名及地址。此文件必须为六个月以内的账单。

Please check
请在方框内打勾

If you have any questions regarding this check list or any part of the application, please don't hesitate to contact us. Our knowledgeable Account Executives are available 24hrs and are looking forward to assist you with your questions.

如您对此清单或账户申请方面有任何疑问，请立即与我们联系。我们具有丰富专业知识的客户账户管理人员全天二十四小时期待着为您排忧解难。

Please send completed customer agreement by post or courier service to the following address :

请通过邮局或其他邮政服务机构以信函方式将填写好的客户协议书寄往以下地址：

ACM Advanced Currency Markets S.A.
ACM 高级货币市场股份有限公司

ACCOUNT OPENING DOCUMENTATION
For Individual Account
个人账户开户文件

Personal details 个人信息

(Please complete all fields)

(请填写所有信息)

Mr. 先生 Ms. 女士

First Name(名): _____

Family Name(姓): _____

Date of Birth(出生日期): _____

Nationality(国籍): _____

Marital status(婚姻状况): _____

Passport/ID number(护照/身份证号码): _____

Home Address(家庭住址): _____

City(城市): _____

Postal Code(邮编): _____

Country(国家): _____

Home Tel. No(住宅电话): _____

Mobile. No(移动电话): _____

Business Tel. No(工作电话): _____

Fax. No(传真): _____

E-mail address(电子邮件): _____

If you would like to not be contacted by e-mail, please choose one of the following:

如果您不想我们通过 E-Mail 与您联系, 请从以下联系方式中选择一种:

- Hold mail (as governed by the General Conditions) 保存邮件 (如一般条款中规定)
 Send all correspondence to home address (same as above) 将所有相关资料寄往家庭住址 (同上)
 Send all correspondence to: 将所有相关资料寄至: _____

Security check questions (these questions and answers, meant for your security, will serve to assertively identify you when communicating sensitive information (ex. password) over the phone)

安全检测问题 (出于安全因素考虑, 当通过电话交流敏感信息 (例如, 密码) 时, 以下问题及答案将用于识别您的身份)

Mother's maiden name (母亲婚前姓名): _____

Father's city of birth (父亲出生城市): _____

First name of spouse (配偶名字): _____

Number of children (子女数): _____

Account currency denomination:

(Any funds sent to the account will be converted in the reference currency)

持有账户币种:

(所有注入账户的资金将被转换为选定的持有账户币种)

<input type="checkbox"/> USD	<input type="checkbox"/> EUR	<input type="checkbox"/> GBP	<input type="checkbox"/> CHF	<input type="checkbox"/> JPY	<input type="checkbox"/> CAD	<input type="checkbox"/> AUD
美元	欧元	英镑	瑞士法郎	日元	加元	澳元

I declare that the information contained in this Account Opening Documentation is true and accurate and certify that the signature(s) is/are genuine and that any photocopies, including copies of the verification of identity documents forwarded are identical with the corresponding originals. I, the contracting partner, am obligated to inform ACM Advanced Currency Markets SA immediately in case of any changes. I acknowledge that cash withdrawals cannot be executed via this account.

我声明此开户资料包含的所有信息均是真实准确的, 并保证此签名 (所有签名) 为 / 均为亲笔签名, 所有复印件包括递交的身份验证文件的复印件都与相关原件一致。如遇任何变化, 我, 即签约人, 必须立即通知 ACM 高级货币市场 SA。我同意不通过此账户提取现金。

Place (city) 地点 (城市): _____

Date (日期): ____ / ____ / 200__

Signature (签名): _____

To be completed by ACM 此处内容由 ACM 完成

Signature and stamp of ACM 签名及盖章

Client Number 客户编号: _____

Client profile 客户资料

In order to be fully compliant with Swiss law and regulatory guidelines, we request that you kindly complete the following with the greatest accuracy (any information and document you provide us is for internal use only and will be treated with absolute confidentiality). 为完全遵守瑞士法律及管理方针, 我们恳请您尽可能准确地填写以下信息 (您为我们提供的任何信息及文件仅供内部使用且绝对保密)。

Details on professional activity: 职业活动详情: _____

Company name and address(公司名称及地址): _____
Website(网址): _____ Industry(行业): _____

Member of a group of companies (集团公司成员): No (否) : Yes (是) : Name of group (集团名称): _____
Your title/activity (您的头衔/工作): _____

Position: 职位: Staff member 职员 Member of Management 管理人员 Executive Board 执行委员会

Are you self-employed? 您是个体经营者吗? Yes 是 No 不是

Do you exercise any important public function? (您是否担任重要公职?) No (否):
(Politically Involved Person) (政治参与者) Yes (是): If yes, which one (如果是, 在何部门): _____

The following information serves ACM to determine your risk capital (ACM 将通过如下信息来决定您的风险资本):

Average net annual income (平均年净收入)
 up to \$50'000 (5 万美元以内)
 \$50'000 to \$100'000 (5 万-10 万美元)
 \$100'000 to \$150'000 (10 万-15 万美元)
 over \$150'000 (15 万美元以上)

Average net assets (平均净资产)
 up to \$50'000 (5 万美元以内)
 \$50'000 to \$100'000 (5 万-10 万美元)
 \$100'000 to \$250'000 (10 万-25 万美元)
 over \$250'000 (25 万美元以上)

Planned investment amount (计划投资金额)
 up to \$50'000 (5 万美元以内)
 \$50'000 to \$100'000 (5 万-10 万美元)
 over \$100'000 (10 万美元以上)

Origin of the planned Investment amount (计划投资资金来源)
(You may select more than one answer) (您可选择多个答案)
 Savings (储蓄)
 Earned income/pension (工资收入/养老金)
 Inheritance (遗产继承)
 Financial market earnings (金融市场收益)
 Other; Description: (其他; 说明) _____

Estimated daily frequency of trades (round turn) 预计每日交易频率 (交易回合):
Under 10 trades (10 笔以下) 10-20 (10-20 笔) Over 20 (20 笔以上)

Average trade size 平均交易规模:
100k-500k (10 万-50 万) 500k-1Mio (50 万-100 万) 1Mio-5Mio (100 万-500 万) above 5Mio (500 万以上)

The contracting partner is obligated to inform ACM Advanced Currency Markets SA immediately in case of any changes. The contracting partner certifies on the honour that the invested funds have not been generated by any criminal activity. 如有任何变化, 签约人须立即通知 ACM 高级货币市场 SA。签约人以信誉保证所投入资金非犯罪活动所得。

Place (city) 地点 (城市): _____

Date (日期): ____/____/200__

Signature (签名): _____

To be completed by ACM : 此处内容由 ACM 完成:

Signature and stamp of ACM 签名及盖章

Client Number 客户编号:


General Risk Disclosure Statement 一般风险声明


The risk of loss in investing in spot foreign exchange can be substantial. You shall carefully consider whether such investments are suitable for you in the light of your circumstances and financial resources. You shall be aware in particular of the following points: 由于投资即期外汇的亏损风险性大，您应根据自身情况及财力慎重考虑是否适合此投资。您应特别注意以下几点：

1. A Stop Loss serves to limit your losses. However, should the market move against your position, you may in a relatively short time sustain a total loss of funds placed by way of margin or deposit with ACM Advanced Currency Markets SA. Alternatively, you may be called upon to deposit a substantial additional margin, at short notice, to maintain your position. If you do not provide such additional funds within the time required your positions may be liquidated at a loss and you will be liable for any resulting deficit. 如果你仓位的方向变动，在极短的时间内你在 ACM 账户内的保证金或资金可能会遭受全部损失。ACM 可以通过简短的通知要求您追加一大笔保证金以维持你的仓位，如您未按规定时间提供该笔追加资金，您的仓位会被清算以平仓止损，并且您也将对由其引起的赤字承担责任。
2. Certain market conditions may make it difficult or impossible to execute orders at a stipulated price. 在某些市场情况下，有时会出现很难或不能按报价执行定单。
3. A spread position may be as risky as a simple long (or short) position and can be more complex. 点差仓位可能与简单的多头（或空头）仓位一样具有风险，并且可能更为复杂。
4. The high degree of leverage that is obtainable in Spot Foreign Exchange Trading because of the small margin requirements can work against you as well as for you. The use of leverage can lead to large losses as well as gains. 只需小额的保证金的高杠杆效应可能对你有利也可能不利，所以即期外汇市场上的高杠杆率的使用既可能带来丰厚的收益也可能导致巨大的损失。
5. A Bank or Broker through whom ACM Advanced Currency Markets SA deals on your behalf, or ACM Advanced Currency Markets SA itself may also be a dealer trading for its own account in the same market as you, in which case its own account involvement could be contrary to your interests. ACM 代你进行交易时使用的银行或经纪人，或 ACM 自身可能与你在同一市场进行自身的账户交易。在这种情况下，其账户混乱将会影响到你的利益。
6. The insolvency of ACM Advanced Currency Markets SA or of a Bank or Broker used by ACM Advanced Currency Markets SA to effect transactions on your behalf may lead to your positions being closed out against your wishes. ACM 的破产或 ACM 用来代表你实现交易的银行或经纪人的破产可能导致你的仓位关闭，这与您的期望背道而驰。
7. The Client is hereby advised that the transactions undertaken through the dealing services of ACM Advanced Currency Markets SA may be of a speculative nature. They may give rise to large losses within a relatively short period of time, which cannot be forecast and which may sustain a total loss of the funds deposited with ACM Advanced Currency Markets SA. These losses may be attributed to adverse market movements, to position build-up or to the accumulation of commission and charges relating to the transactions. 特此提醒客户：通过 ACM 交易服务所进行的交易具有投机性，在短时间内可引起巨大损失。此损失不可预见且可造成 ACM 账户上的所有存储资金全部亏损。此损失可能由不利的市场走向、仓位建立或与交易有关的佣金及支付费用的积累引起。
8. The Client's attention is expressly drawn to the fact that the nature of the transactions executed on his instruction, by ACM Advanced Currency Markets SA may be non-readily realizable in the case of a currency traded so irregularly or infrequently that it cannot be certain that a price will be quoted at all times or that it may be difficult to effect transactions at a price which may be quoted owing to an absence of a counter party. 客户明显地注意到：ACM 按照客户的指令来执行交易这一特点有时可能很难实现，假如某一货币交易极不规律或频率较低，那您就不能确定此报价是否会一直持续不变，或者您会发现由于交易对手的缺失很难按报价达成协议。
9. Trading on-line, no matter how convenient or efficient, does not necessarily reduce risks associated with currency trading. 不管多么快捷有效的在线交易都不能降低货币交易的风险。
10. The foreign currency trading that you are entering into is not conducted on an exchange. ACM Advanced Currency Markets SA may act as a counterparty in these transactions and, therefore, may act as the buyer when you sell and the seller when you buy. As a result, ACM Advanced Currency Markets SA's interests may be in conflict with yours, unless otherwise specified in your written agreement or other written documents. ACM Advanced Currency Markets SA establishes the prices at which it offers to trade with you; the prices ACM Advanced Currency Markets SA offers might not be the best prices available and ACM Advanced Currency Markets SA may offer different prices to different customers. Additionally, since ACM Advanced Currency Markets SA may act as the buyer or seller in the transaction, you should carefully evaluate any trade recommendations you receive from ACM Advanced Currency Markets SA or any of its solicitors. 外汇交易并非实施某种交换。作为交易中的订约一方，ACM 高级货币市场在您卖出时充当买家的角色，而当您买入时，便是充当卖家的角色，因此，除非您有书面协议或其他书面文件说明，ACM 高级货币市场的利益跟客户的利益有时可能会不一致。ACM 以其报出的价格与您进行交易；可能 ACM 高级货币市场给您的并非是最优价，也可能向账户类别不同的客户提供不同的价格。由于 ACM 高级货币市场在交易中充当着卖方或买方的角色，您在交易中对于 ACM 高级货币市场或其雇用或帮办提供的任何交易建议应当仔细斟酌。

This brief statement cannot disclose all risks of investments in spot foreign exchange. You shall carefully consider such an investment before you commit funds for spot foreign exchange dealing. 由于此风险声明不能涵盖即期外汇投资中的所有风险，所以您在注入即期外汇交易资金之前请慎重考虑此投资。

I have read, understood and accepted the Risk Disclosure Statement as set out above.
本人已经阅读、理解并接受上述风险声明内容。

Place (city) 地点 (城市): _____ 

Date (日期): ____ / ____ / 200__ 

Signature (签名): _____ 

Declaration of compliance 遵行声明

By signing this document the undersigned declares the following 签署人签署此文件后声明如下:

1. The deposits on an account with ACM Advanced Currency Markets SA are to be considered as Risk capital by ACM Advanced Currency Markets SA. ACM 账户里的资金将被 ACM 高级货币市场 SA 视为风险资本。
2. No deposits have been made with ACM Advanced Currency Markets SA with money that was borrowed, urgently needed or generated by any criminal activity. ACM 账户内的资金并非借款、急需提取资金或犯罪活动所得资金。
3. The spot foreign exchange market is highly volatile and within a short period of time this volatility can cause a total loss of funds. 即期外汇市场波动性大并且这种波动性会在短期内造成资金的全部损失。
4. ACM Advanced Currency Markets SA is an execution only broker, and will not take decisions or enter into positions for Clients. The client also confirms that he manages his own account even though ACM Advanced Currency Markets SA may receive his orders through an agent. ACM Advanced Currency Markets SA reserves the right to check any order before execution. ACM 仅为执行经纪人, 不会代替客户做出任何决定或进入仓位。客户同样确认管理自己的账户, 即使 ACM 可能通过代理收到客户订单。ACM 保留执行前检查任何订单的权利。
5. ACM Advanced Currency Markets SA is an execution only broker and cannot be held responsible for any result of any transaction, positive or negative, on the Client's account. ACM 仅为执行经纪, 对客户账户上的任何正负交易结果不承担任何责任。
6. ACM Advanced Currency Markets SA does not pay nor deliver at the expiry of transactions, currencies or precious metals, related to the transactions carried out by the Client. No physical emission of currencies or precious metals is carried out by ACM Advanced Currency Markets SA. 交易达成后, ACM 高级货币市场不会向客户支付或递交客户交易相关的货币或贵金属。ACM 高级货币市场不涉及任何货币或贵金属的实际发行。
7. ACM Advanced Currency Markets SA might have positions in the same market movement as the Client. On the contrary, ACM Advanced Currency Markets SA might as well have positions that speculate on a move opposite to the direction the Client speculates on. ACM 可能拥有与客户持有相同市场动向的仓位。相反, ACM 同样可能拥有与客户投机方向相反的仓位。
8. The contracts and attached documents signed by the Client were well read, understood and all conditions have been accepted by the client. In case of any questions a translation of a particular document was offered to the Client. 客户已认真阅读并理解了签署的合同及附属文件, 同意并且接受所有条款。如有疑问, 客户可获得特定文件的翻译版本。
9. In case of questions, the Client will always be able to contact the compliance officer or ACM Advanced Currency Markets SA 如有任何疑问, 客户可随时联系合规主任或 ACM 高级货币市场。
10. The Client has prior experience trading in volatile markets. 客户有在不稳定市场进行交易的经验。

I understand 我理解:

1. **Risk of loss (损失的风险)** YES (是)
2. ACM Advanced Currency Markets SA's **margin policy (ACM 保证金政策)** YES (是)
3. ACM Advanced Currency Markets SA **liquidation policy (ACM 清算政策)** YES (是)
ACM Advanced Currency Markets SA offers a MAXIMUM leverage of 100:1, or 1% margin*. (ACM 提供的最大杠杆比为 100:1 或 1%保证金*).

If my margin level goes below my current margin requirement or in other words crosses my margin liquidation level ALL my positions will be automatically closed**, without notice or attempts from ACM Advanced Currency Markets SA to contact me.

By ticking this box, I understand and accept the automatic liquidation policy.

如果我的保证金水平低于当时保证金要求**, 或者换句话说已到达我的保证金清算水平(强制平仓水平), 我所有的仓位将被自动关闭, ACM 无须通知或试图联系我。选择此方框意味着我了解并接受自动清算政策。

Please note that all of the 3 above boxes must be checked in order for ACM to be able to process your account opening.

请注意: 为了 ACM 能顺利为您开户, 以上三个方框必须全部选择。

* ACM reserves the right to modify margin requirements in any market condition, especially characterized by particular lack of liquidity or volatility on all currency pairs being traded with due notice given to the client, the client's duly authorized representative or attorney at any time. ACM 保留在任何市场条件下修改保证金要求的权利, 尤其是市场特征表现为所有正在交易的货币对极度缺乏流动性及非常波动时, 此修改将及时通知客户、客户正式授权代表或代理人。

** The client is solely responsible for monitoring his margin requirements which could be changed at anytime by ACM Advanced Currency Markets SA in regards to amounts on deposit as well as opened positions. A list of margin requirements and liquidation levels is available upon request and visible on our website. 客户个人有责任关注保证金要求, 因为 ACM 高级货币市场会因账户金额大小和开放仓位状况更改相关要求。浏览我公司网页, 提出请求便可查看保证金要求和清算水平一览表。

Place (city) 地点 (城市): _____ ←

Date (日期): ____/____/200__ ←

Signature (签名): _____ ←

Indemnity in respect of instructions givens by means of telecommunications 关于利用电信设备发出指令的赔偿.

The Client requests ACM Advanced Currency Markets SA to execute upon receipt instructions conveyed by telephone, facsimile, email or any similar means of communication that the Client, its attorneys or duly authorised representatives shall give to ACM Advanced Currency Markets SA, even if these instructions are not followed by a confirmation in writing.
客户要求 ACM 执行由客户、代理人或正式授权代表通过电话、传真、电子邮件或其他类似通信方式发出的指令，即使此指令未通过书面确认。

ACM Advanced Currency Markets SA does not accept any liability in case of misunderstanding, error in the identification of the person giving the instruction or other errors on its part which may involve losses or other inconveniences for the Client.
由于误解、指定发出人身份错误或客户方面的其他错误而给客户造成的损失与不便，ACM 高级货币市场 SA 不承担任何责任。

The Client acknowledges that any and all instructions given by one of its attorneys or duly authorised representatives are considered by ACM Advanced Currency Markets SA as the Client's instructions, even if the given instructions incur any losses or other damage to the Client.

客户同意 ACM 高级货币市场 SA 视任一代理人或正式授权代表发出的指定为客户指令，即使所发出的指定会对客户造成损失或其他损害。

If you undertake transactions on an electronic system, you will be exposed to risks associated with the system including the failure of hardware and software. The result of any system failure may be that your order is either not executed according to your instructions or is not executed at all. ACM Advanced Currency Markets SA does not accept any liability in the case of such a failure. 如果您通过电子系统进行交易，您将面临与该系统有关的风险，包括硬件及软件的损坏。任何系统的损坏都可能导致定单不能按您的指令执行或者根本无法执行。ACM 高级货币市场 SA 对此种损坏造成的后果不承担任何责任。

ACM Advanced Currency Markets SA reserves the right not to execute instructions transmitted by telephone, fax or email. Telephone conversations may be recorded, and you will accept such recordings as conclusive and binding evidence of the instructions.

ACM 高级货币市场 SA 保留不执行通过电话、传真或电子邮件所发送的指令的权利。通话内容可能会被录音，并且您同意将此录音作为所发出指令的确凿及有约束力的证据。

Place (city) 地点 (城市): _____ ←

Date (日期): ____ / ____ /200__ ←

Signature (签名): _____ ←

A FORM - Establishment of the Beneficial Owner's Identity A 表格-实益拥有人身份设立

(Formulaire A selon Art. 3 et 4 CDB A 表格的编制根据 CDB 银行职责义务公约的第 3 和第 4 条)

The client, contracting partner, hereby declares 客户即签约人特此申明：
(Please indicate by checking **only one box** below) (请只勾选下列选项中的一个)

That the contracting partner is the only final beneficial owner of the funds deposited with ACM Advanced Currency Markets SA 签约人是存入 ACM 高级货币市场 SA 的资金的唯一最终实益拥有人。

That the final beneficial owner of the funds deposited with ACM Advanced Currency Markets SA is (*If an individual*, please provide: First Name, Last Name, Date of Birth, Nationality and Residency Address; *If a company*, please provide: Company name, Legal Form, Country and Date of incorporation and registered address; *If multiple*, please complete one separate form per beneficial owner): 存入 ACM 高级货币市场 SA 的资金的最终实益拥有者是 (如果是个人, 请提供: 姓、名、出生日期、国籍以及居住地址; 如果是公司, 请提供: 公司名称、法定形式、国家、公司成立日期以及注册地址; 如果是多人, 请每位实益拥有人分别填写表格)

PLEASE LEAVE EMPTY IF YOU HAVE CHECKED THE 1ST BOX
如果您选择了第一条, 请勿填此处

The contracting partner is obligated to inform ACM Advanced Currency Markets SA immediately in case of any changes. 如有任何变化, 签约人应立即通知 ACM 高级货币市场 SA。

Important notes: 重要说明:

The concept "**beneficial owner**" refers to the person who is the ultimate owner of the deposited assets. The beneficial owner does not necessarily have to be granted power of attorney or signatory authority for the business relationship. This form is a **document within the meaning of art. 110 para. 5 of the Swiss Penal Code (SPC)**. Intentionally providing false information when filling in the form can therefore result in criminal penalties in accordance with art. 251 of the SPC (document forgery: prison sentence up to five years of imprisonment). "实益拥有人"是指所存入资产的最终拥有者。实益拥有人无须获得表明商业关系的委托书或签名权。此表格是符合瑞士刑法第 5 章第 110 条的文件。根据瑞士刑法第 251 条, 填表时蓄意提供虚假信息将构成刑事犯罪(伪造文件: 最长可判处五年监禁)。

Place (city) 地点 (城市): _____ ←

Date (日期): ____ / ____ / 200__ ←

Signature (签名): _____ ←

General conditions

一般条款

These General Conditions (hereinafter "the Agreement") shall apply to all dealings between ACM Advanced Currency Markets SA (hereinafter ACM) and its clients (hereinafter "the Client").

此一般条款（以下简称“协议”）适用于 ACM 高级货币市场 SA（以下简称 ACM）与其客户（以下简称“客户”）之间达成的所有交易。

1. Interpretation

In these Conditions, the following words and expressions shall have the following meanings:

"Account" means an account of the client with ACM;
"Agreement" means the General Conditions, each Contract and any document amending and/or expressed to be supplemental to any or all thereof will together constitute a single agreement between the Client and ACM;
"Authorised Person" means a person authorised by the Client to give instructions to ACM in accordance with the provisions of clause 3;
"Business Day" means a day on which banks and/or foreign exchange markets are open for business in Geneva, Switzerland;
"Contract" means a trade, purchase and sale of cash currencies or financial instruments in the market;
"Contract Note" means a document confirming entry into a Contract;
"Market Rules" means the rules, regulations, customs and practices of any organization or market involved in the execution or settlement of a Contract and any exercise by any such organization or market of any power or authority conferred on it;
"Notice" means notification of the client, the client's duly authorized representative or attorney by means of post, telephone, fax or e-mail, using the contact details provided in this customer agreement;
"Services" means the services to be provided by ACM under this Agreement;
"Value Date" means the date for settlement of a Contract specified in the applicable Contract Note.
In this Agreement, unless the context otherwise indicates:
Words denoting the singular shall include the plural and vice versa and words denoting a given gender shall include all other genders;
References to persons are to any persons, firms, companies or any association or partnership (whether or not having a separate legal personality);
Headings are for convenience only and shall not affect the interpretation hereof.

1. 解释

在此条款中，以下词汇和表达所指意义如下：

"账户"指客户在 ACM 所开设账户；
"协议"指此一般条款、各份合约以及构成客户与 ACM 之间单独协议的任何或全部文件的修改文件和/或补充文件。
"授权人"是指经客户授权并根据第三条条款向 ACM 发出指令的人。
营业日"指瑞士日内瓦的银行及/或外汇市场的营业日。
"合同"指市场上现金货币或金融工具的交易、购入或卖出。
"合同书"指确认合同订立的文件。
"市场规则"是指任何组织或市场在执行或结算一项合同时，或该组织或市场在行使授予它的权力或权利时所涉及的规则、规定、惯例和做法。
"通知"指客户、客户正式授权人或其代理人使用此客户协议中提供的详细联系资料，并通过邮件、电话、传真或电子邮件的方式所发出的通知。
"服务"指 ACM 根据此协议所提供的服务。
"交割日"是指在适用合约通知单中规定的合约结算日。
在此协议中，除非上下文另有所指：
表示为单数的词语应包括其复数形式，反之亦然，表示为既定性别的词语应包括其他所有性别。
所指示的人是指任何个人、企业、公司或任何协会或合伙人（不管是否具有独立的法人资格）；
标题仅为了方便，并不影响对其的解释。

2. Services

Under the terms of this Agreement, the Client may enter into transactions with ACM in connection with the following instruments:
Spot and forward foreign currency Contracts;
Foreign currency swap Transactions;
Such other investments as ACM may from time to time agree in writing.

The Services may involve margined transactions, where the Client is required to deposit cash to secure performance of the Client's obligations under the Contract. Both ACM and the Client will, unless otherwise agreed in writing, enter into Contracts as principal. If the Client acts on behalf of a principal, whether or not the Client identifies that principal to ACM, ACM will not accept that principal as an indirect client, unless otherwise agreed in writing between ACM and the client. Additionally, the Client acknowledges that he is aware of the identification requirements of the Swiss Federal Money Laundering Act. In this respect, he undertakes to provide ACM with the identity and personal particulars of the principal, as per separate document (See Verification of the Beneficial Owner form (Form A)).

ACM will, in general, not provide any advice to the Client. If ACM effects a transaction with or for the Client, this shall not be taken to mean that ACM recommends, or concurs on the merits of, the transaction or that the transaction is suitable for the Client.
Should quoting errors occur due to ACM's mistype of a quote or an erroneous price quote from ACM, such as but not limited to a wrong big figure quote, ACM will not be liable for the resulting errors in account balances. ACM reserves the right to make the necessary corrections or adjustments on the account involved. Any dispute arising from such quoting errors will be resolved on a basis of a fair market value of a currency at the time such an error occurred.

The Client acknowledges that many Contracts will be effected subject to, and in accordance with, Market Rules. In particular, the Client acknowledges that Market Rules usually contain wide powers in an emergency or otherwise undesirable situation, and the Client agrees that if any market or other organization takes any action, which affects a Contract, then ACM may take any action which it, in its discretion, considers desirable in the interests of the Client and/or ACM.

ACM may, in its reasonable opinion, determine that an emergency or an exceptional market condition exists "Force Majeure Event", in which case ACM will, in due course, take reasonable steps to inform the Client. A Force Majeure Event shall include, but is not limited to, the following: Any act, event or occurrence (including, without limitation, any interruption of power supply or electronic or equipment failure, strike, terrorism or civil commotion) which in ACM's opinion, prevents it from maintaining an orderly market in one or more of the currencies in respect of which ACM ordinarily allows the Client to enter into Contracts;

ACM is not responsible in case of the suspension or closure of any market or the abandonment or failure of any event upon which ACM bases, or to which it in any way relates, its quote, or the imposition of limits or special or unusual terms on the trading in any such market or on any such event; Or the occurrence of an excessive movement in the level of any exchange rate and/or corresponding market.

Neither the information nor any opinion expressed in ACM's web site and/or ACM contractual or other documentation constitutes a solicitation, an offer or a recommendation of ACM to buy or sell any currencies or to engage in any other transaction.

2. 服务

根据此协议条款，客户可与 ACM 就以下工具达成交易：

即期及远期外汇交易合同；

外汇互换交易；

ACM 不时以书面形式同意的其他投资

服务内容包括保证金交易，即要求客户存入现金以保证客户履行合约下规定的义务。除非以书面形式进行约定，不然 ACM 及客户都必须以当事人身份签署此合同。如果客户代表当事人行事，不管该客户是否表明当事人身份，ACM 都会将此当事人看作非直接客户而不予接受，除非 ACM 与客户以书面形式进行了约定。另外，客户承认了解《瑞士联邦反洗钱法》关于身份认证的要求。为此，客户承诺向 ACM 以单独文件形式提供当事人的身份证明及个人详细资料（参见实益拥有人审查表（A 表格））

ACM 一般不向客户提供任何建议。如 ACM 与/为客户达成一笔交易，这并不意味着 ACM 推荐或就本身而言赞成此交易，或者此交易适合该客户。

由于 ACM 对某一报价的错误输入或 ACM 的错误报价而引起的报价错误，譬如但不限于大数错误，ACM 不对账户余额的错误负责。ACM 保留对所涉及账户进行必要修改或调整的权利。由此错误报价引起的纠纷将基于在此错误发生时某一货币的公允市价进行解决。

客户承认很多合约将按照并根据市场规则达成。需特别注意的是，客户承认市场规则通常包含在紧急或其他意外情况下的广泛权力。客户同意如果任何市场或其他组织采取任何影响到合约的行动，那么 ACM 可自行采取它认为符合客户和/或 ACM 的任何行动。

ACM 可在其认为合理时决定紧急或异常市场情况的存在（不可抗力事件），此时 ACM 应适时采取合理的步骤通知客户。不可抗力事件包括但不限于以下事件：在 ACM 看来，妨碍 ACM 在通常情况下允许客户达成合约的一种或多种货币保持有序市场运作的行为、事件或事故（包括但不限于电源中源、电子设备故障、罢工、恐怖主义或民变）。

ACM 对以下情况不承担责任：任何市场的中止或关闭或任何事件的终止或中断，而 ACM 的报价或对该市场上的交易或对任何该事件施加限制或特别/特殊条款是基于该市场或该事件，或者以任何方式与之相关；或者任何汇率以及/相应市场出现过度变动。

ACM 网站和/或 ACM 合约或其他文件中所包含的信息或任何观点均不构成 ACM 对买卖任何货币或从事任何其他交易的教唆、要求或建议。

Initial 缩写签名: _____

3. Instructions

The Client may give ACM oral or written instructions. ACM shall be entitled to act upon the oral or written instructions of any authorised person or any person who appears to ACM to be an authorised person, notwithstanding that the person is not, in fact, so authorised.

For these purposes, written instructions may be given by letter, facsimile, via the Internet or other electronic means of communication and oral instructions in person or by telephone. ACM shall not be obliged to confirm such instructions. The Client shall advise ACM of the identity of any persons authorised to give instructions to ACM on behalf of the Client in accordance with and for the purposes of this Agreement. Any such notice shall be in writing and shall set out the names and specimen signatures of the person or persons to be authorised. Any such authority may be revoked by notice in writing by the Client but shall only be effective upon written confirmation by ACM of ACM's receipt of notice of revocation. ACM shall not be liable for any loss, direct or indirect, resulting from the Client's failure to notify it of such revocation.

Once an instruction has been given by or on behalf of the Client, it cannot be rescinded, withdrawn or amended without ACM's express consent. ACM may at its absolute discretion refuse any dealing instruction given by or on behalf of the Client without giving any reason or being liable for any loss occasioned thereby. The Client shall promptly and within reasonable limits imposed by ACM, provide new or any instructions, ACM may request from its new or existing Clients, relating to any Contract or proposed Contract with ACM. If the Client does not provide such instructions within the reasonable limits imposed by ACM, ACM may, in its absolute discretion, take such steps at the Client's cost, as ACM considers appropriate for its own protection or for protection of the Client.

ACM shall not be liable for any loss, expense, cost or liability suffered or incurred by the Client as a result of instructions being given, or any other communications being made, via the Internet. The Client will be solely responsible for all orders, and for the accuracy of all information, sent via the Internet using the Client's name or personal identification number. Transmission of an order shall not give rise to a binding Contract between ACM and the Client.

ACM shall acknowledge instructions orally or in writing, as appropriate. If ACM does not receive instructions from the Client to settle any open Contracts by the close of the Business Day, two days prior to Value Date of the said Contract, ACM is hereby authorised (but not obliged) to swap all said Contracts to the next value date traded. (Rollover)

The Client shall indemnify ACM and keep ACM indemnified against all losses, which ACM may suffer as a result of any error in any instruction given by an Authorised Person, or acting on any instruction, which is, or appears to be, from an Authorised person.

ACM may (but shall not be obliged to) require, in writing, confirmation of any instruction if it appears to ACM that such confirmation is necessary or desirable, or if such instruction is to close an Account or remit money to the Client.

4. **Client Representations, Warranties and Acknowledgements** The Client represents, warrants and undertakes at the time this Agreement is made and the making of each Contract hereunder that:

- It does not have any legal disability with respect to, and is not subject to any law or regulation which prevents its performance of, this Agreement or any contract contemplated by this Agreement;
- It has obtained all necessary consents and has the authority to enter into this Agreement (and if the Client is a company, it is properly empowered and has obtained necessary corporate or other authority pursuant to its constitutional and organizational documents);
- All sums made by way of deposit or security shall, subject to this Agreement, at all times be free from any charge, lien, pledge or encumbrance;
- It is in compliance with all laws to which it is subject including, without limitation, all tax laws and regulations, exchange control requirements and registration requirements;
- And the information provided by the Client to ACM is complete, accurate and not misleading in any material respect.
- The Client agrees and acknowledges that:
- ACM will, in general, not provide any advice to the Client. If ACM effects a transaction with or for the Client, this shall not be taken to mean that ACM recommends, or concurs on the merits of the transaction or that the transaction is suitable for the Client; ACM Dealing in foreign currencies carry a high degree of risk and adverse market movements can give rise to losses exceeding the Client's original deposit and consequently the Client can afford to loose the sums which it remits to ACM as deposit and otherwise satisfy any losses resulting from a Contract;
- ACM will not be responsible for advising the Client on any taxation liabilities that may arise in relation to services provided by ACM hereunder;
- The foreign exchange market is unregulated and although all Contracts are executed in accordance with applicable laws, the Client will not benefit from any statutory or other compensation scheme in respect of its foreign exchange trading through ACM;
- Except as regards its qualification as financial intermediary, under the Swiss Federal Money Laundering Act, ACM is not subject to any license or other regulator requirements.

3. 指令

客户可向 ACM 发出口头或书面指令。ACM 有权根据任何获得授权的人或任何在 ACM 看来是获得授权的人的口头或书面指令行事, 尽管该人事实上并未获得授权。为此, 书面指令可通过信函、传真、互联网或其他电子通信方式发出。口头指令可当面或通过电话发生。ACM 无须确认此等指令。

根据并就此协议而言, 客户应告知 ACM 所有代表此客户向 ACM 发出指令的授权人的身份。所有该等通知应采用书面形式, 并注明这些授权人的姓名及签名样本。任何该等授权可由客户通过书面通知予以撤销, 但仅在 ACM 书面确认其收到撤销通知后方可生效。ACM 对由于客户未能有效通知该等撤销而造成的任何直接或间接损失不承担任何责任。

客户或其代表一旦发出指令, 未经 ACM 明确同意均不得撤回、收回或修改。ACM 可无条件地自行拒绝客户或其代表发出的任何交易指令, 而无需给出任何理由或对产生的任何损失承担责任。客户应即时地, 并在 ACM 规定的合理期限内提供与 ACM 订立的任何合约或拟订合约相关的新指令或任何指令。ACM 可向新客户或现在客户索取该指令。如客户未能在 ACM 规定的合理期限内提供该指令, ACM 可开始自行采取它认为对保护自身及客户的适当措施, 费用将由客户承担。

客户如通过互联网发出指令或进行信息交流而引起或遭受的损失、费用、成本或责任, ACM 概不承担。客户应对用客户名称及身份证号码通过互联网发出的所有定单及信息的准确性负全部责任。定单的传送不会引起 ACM 与客户之前的约束性合约。

指定将由 ACM 以口头或书面等适当方式加以确认。

如果截止到此合同交易日的两个营业日之前, ACM 仍未收到客户结算未结合同的指令, ACM 有权(但无义务)将所有上述合约掉期到下一合同交易日(滚转)客户应对 ACM 可能由于授权代理人发出的任何指令中的任何错误, 或 ACM 根据授权代理人或可能来自授权代理人的任何指令行事而遭受的一切损失进行赔偿并使其不受损失。

如在 ACM 看来确认是必需的或必要的, 或此等指令是为了关闭账户或向客户汇款, ACM 可以要求(但不是必须)对指令进行书面形式的确认。

4. 客户声明、保证和承诺

客户在本协议签订和每份合约订立时, 声明、保证和承诺如下:

本协议或本协议所指的任何合约不存在任何的法定能力缺失, 且不受妨碍其履行的任何法律或法规的约束;

本协议或本协议所指的任何合约有权被订立, 并在内容上已达成一切必要的同意。(如果客户是一家公司, 则须有适当的权限和必要的法人资格或其他构成协议文件足够的权限。);

根据本协议, 以保证金或担保方式付出的所有款项将总是免于任何抵押、留置、质押或要求权; 它遵守所有的管辖法律, 包括但不限于, 所有税收法律和法规, 外汇管制要求和注册登记要求; 以及客户向 ACM 提供的信息在任何重要方面都是完整的、准确的和不易误解的。

客户同意和承认:

一般不会向客户提供任何建议。如果 ACM 与或为客户达成一项交易, 这不应被认为 ACM 推荐或就其本身而言赞成该项交易, 或该项交易适合于客户。外币交易具有高度风险, 不利的市场变动会引起超出客户原始保证金的损失, 因此客户能够负担它汇给 ACM 作为保证金的款项的损失, 并以其他方式弥补合约产生的任何损失;

ACM 将不负责就其提供的服务可能产生的任何有关税收责任向客户提供建议;

外汇市场是不受管制的, 尽管所有合约都是依据适用法律执行的, 客户将不会因对于其通过 ACM 进行的外汇交易的任何法定或其他赔偿计划而受益;

除就其作为财务中介人的资格外, 根据《瑞士联邦反洗钱法》, ACM 不受任何许可或其他监管要求的约束。

Initial 缩写签名: _____

5. Client Funds

The Client's funds will be held separately from ACM's operational funds but not segregated from ACM's accounts. It may be used by ACM in the course of ACM's business and, in case of insolvency, the Client will rank as a general creditor of ACM. The Client's funds (as creditors of ACM) are protected by the Swiss Federal Law on the proceedings for debts and bankruptcies (loi fédérale sur la poursuite pour dettes et la faillite (Recueil Systématique Suisse n°281.1)).

6. Margin Deposits, Collateral and Payments

The Client shall pay to ACM:
Such amounts of money as required by ACM, and in a currency acceptable to ACM, as initial or variation margin;
Such amounts of money, as may be required in or towards clearance of any debit balance on any Account.

Without limiting the Client's obligation to ensure margin deposits, ACM will have no obligation to ensure margin deposit requirements have been satisfied by the Client before effecting a Contract and the Client's obligations in respect of a Contract will not be diminished by any failure by ACM to enforce payment of outstanding margin deposits prior to entering into the Contract.

ACM may use any money received from the Client in order to satisfy ACM's obligations to any third party and ACM shall not be obliged to account to the Client for any resulting income received by ACM.

The Client shall promptly deliver any money deliverable by it under a Contract in accordance with the terms of that Contract and with any instructions given by ACM for the purpose of enabling ACM to perform its obligations under any corresponding Contract entered into between ACM and a third party.

ACM may (but shall not be obliged to) convert any monies held by it for the Client into such other currency, as ACM considers necessary or desirable to cover the Client's obligations and liabilities in that currency at such rate of exchange, as ACM shall select.

If the Client fails to provide any margin deposit or other sum due under this Agreement in respect of any Contract, ACM may close out any or all open Contracts without prior notice to the Client and apply any proceeds thereof to payment of any amounts due to ACM. ACM reserves the right to return back the funds deposited by the client with ACM, to the Client at any time with or without reasons. (hereinafter "the Client").

7. Spread rates, Margin and Leverage

ACM reserves the right to modify margin requirements in line with the size of the Client's deposit, size of transactions and/or with market conditions characterized by particular lack of liquidity or volatility on all currency pairs being traded with due notice given to the client, the client's duly authorized representative or attorney at any time. ACM reserves the right to offer different spread rates in accordance with the size of the Client's deposit and/or positions. Spread rates may widen at anytime and especially during market conditions such as central bank decisions, monetary policy decisions, periods of volatility, periods of low liquidity (ex.: overnight markets), etc.. Clients are entirely responsible for verifying the activity of their accounts, as well as their margin requirements. Standard current margin requirements are available upon request or on our website.

8. Right of Pledge, Lien, Set-Off and Retention

ACM shall, at any time, be entitled to offset against each other the balances of all accounts the Client maintains with ACM (regardless of designation of currency of the account) or to offset each balance individually. For all its claims arising from its business relations with the Client, irrespective of the maturity date s of such claims or of the currencies in which they are denominated, ACM shall have a right of lien and pledge, and a right of retention, on all assets held in the Client's name or otherwise deposited with ACM.

9. Contract Notes and Monthly Statements

In respect of each Contract entered into by ACM with the Client, ACM will send to the Client a Contract Note of business on the Business Day on which the Contract is concluded. The failure of ACM to send a Contract Note will not prejudice the rights and obligations of either party under a Contract.

A monthly statement in respect to every Account, including any open Contracts, which the client may have, shall be sent to the Client within two weeks of the end of each calendar month.

The Client must verify the contents of each document received from ACM. Such documents shall, in absence of manifest error, be conclusive unless the Client notifies ACM in writing to the contrary within five Business Days of receiving such document.

5、客户资金

客户资金虽然并不独立于 ACM 公司账户，并可以被 ACM 用于业务周转，但是是与 ACM 公司自有资金在财务上分开管理的。在破产清算时，客户将列为 ACM 的一般债权人。客户的资金（作为 ACM 的债权人）受瑞士联邦法有关债务和破产方面法律的保护。

6、保证金、抵押品和支付

客户应付给 ACM 的款项：
以 ACM 可接受的货币支付，作为原始或价格变动保证金；
可用于结清任何账户的任何借方差额。

在不限制客户支付保证金的义务的前提下，ACM 将无义务确保客户在达成合约前已满足保证金要求，客户对合约的义务将不因 ACM 未能在达成合约之前要求支付任何未付保证金而减少。

为了履行对任何第三方的义务，ACM 可以使用任何所收到的客户资金，并且 ACM 无义务向客户支付因使用所收到的资金而获得的收益。

客户应依据合约条款以及 ACM 为使其能够履行其与第三方达成的任何相应合约下的义务之目的而发出的任何指令，即时交付任何一项合约下应由其交付的款项。

ACM 可（但无须）将为客户持有的任何款项按 ACM 选择的任何汇率兑换成 ACM 认为必要的或可取的任何其他货币，以履行客户该货币的义务和负债。

如果客户未能提供对于任何合约的任何保证金或本协议下其他应付款项，ACM 可结清任何未结清合约，而无须事先通知客户，并将其任何收入用于支付任何应付 ACM 的款项。不管有无原因，ACM 有权在任何时候将客户 ACM 账户内的资金退还客户。（以下简称“客户”）

7、点差、保证金及杠杆

ACM 有权根据客户投资的数量、交易的大小和/或根据所有正在交易的货币组合的交易流动性太低或波动性太高等市场情况的变动随时更改保证金要求，ACM 应将该变更通知客户、客户正式授权的代理或律师。ACM 保留根据客户存入资金规模和/或仓位情况提供不同点差的权力。

点差随时有可能会增加，尤其是在遇到中央银行决定、货币政策决定、市场波动期、低流动期（例如：隔夜市场）等市场条件时。客户有责任核实自己的账户活动情况以及相关的保证金要求。通过浏览我公司网站或通过直接咨询的方法，客户均可了解到标准的一般保证金要求。

8、质押、留置、抵消和扣留权

ACM 将在任何时候有权相互抵消客户在 ACM 保有的所有账户的余额（不管账户币种如何）或单独抵消各项余额。对于由于与客户的业务关系而引起的一切要求权，不管该等要求权的到期日或其货币单位如何，包括无担保或抵押要求权，ACM 将对以客户名义或以其他方式存放于 ACM 的所有资产享有留置权和质押权以及扣留权。

9、合约通知单和月结单

对于 ACM 与客户签订的每一合同，ACM 应在合同签订之营业日发送给客户一份合约通知单。ACM 未履行送达合约通知单不损害任一方在本合同项下的权利和义务。

有关每一账目的月结单包括任何客户应持有的未结清合约，应在每一日历月的最后两周内送达给客户。

客户必须确认从 ACM 收到的各份文件的内容。只要没有表面错误，该等文件应是最终的，除非客户在收到该等文件的一个营业日内向 ACM 发出相反的书面通知。

Initial 缩写签名: _____

10. Default

Without prior notice to, or receiving further authority from the Client, ACM shall have the right to close out all or any part of any Contract, and realize any other assets of the Client held by ACM, upon or at any time after the happening of any of the following events:

- a) The Client fails to make any payment due under this Agreement on the due date;
- b) The Client fails to observe or perform in whole or in part any of the provisions of this Agreement or commits a material breach of the representations, warrants or acknowledgement in this clause;
- c) The Client dies, is declared absent or becomes of unsound mind;
- d) A bankruptcy petition is presented in respect to the Client or, if a partnership, in respect of one or more of its partners or, if a company, any steps are taken or proceedings initiated or protection sought under, any applicable bankruptcy reorganization or insolvency law by it in respect of itself or against it including, without limitation, the taking of any steps for the appointment of a receiver, trustee, administrator or similar officer to be appointed over its undertaking or assets or any part of them;
- e) A petition is presented for the winding up of the Client;
- f) An order is made or a resolution is passed for the winding up of the Client (other than for the purposes of a bona fide reconstruction or amalgamation);
- g) The Client convenes a meeting for the purpose of making or proposing or entering into any arrangement or composition for the benefit of its creditors (other than for the purposes of a bona fide reconstruction or amalgamation);
- h) A distress, execution, or other process is levied against any property of the Client and is not removed, discharged or paid within two weeks;
- i) Any security created by a mortgage or charge created by the Client becomes enforceable and the mortgagee or the chargee take steps to enforce the security;
- j) Any indebtedness of the Client or any of its subsidiaries becomes immediately due or payable, or capable of being declared so due and payable, prior to its stated maturity by reason of default of the Client or any of its subsidiaries or the Client or any of its subsidiaries fails to discharge any indebtedness on its due date;
- k) ACM or the Client is requested to close out a Contract or any part of a Contract by any regulatory agency or authority;
- l) ACM reasonably considers it necessary for its own protection.

Without prejudice to any other rights ACM may have, it shall be entitled to combine or consolidate all or any of the accounts maintained by the Client with ACM to set off any amount at any time owing from the Client against any amount owing by ACM to the Client. Any security, guarantee or indemnity given to ACM by the Client for any purpose shall extend to any amount owing from the Client after exercise of such right of set-off.

The Client acknowledges ACM's right to close out all or any part of any open Contract and to realize any other assets of the Client held by ACM should a negative result of these contracts lead to surpass the minimum margin level.

11. Communications

Communications may be made to the Client as such address, telephone, facsimile or email address notified from time to time to ACM for this purpose. Any communication by telephone, facsimile or email shall be deemed to have been made or, as the case may be, delivered when dispatched. Any communication by letter shall be deemed to have been made two business days after being sent to it at that address by first-class post in the case of an address in Switzerland or, in the case of an address outside Switzerland, six business days after being sent to it at that address. The Client shall ensure that he will be reachable at the address, email, telephone and fax-number he provided to ACM, at all times, in order for ACM to be able to communicate with the Client or his appointed representative by mail, email, telephone or facsimile.

At the specific request of the Client, ACM will retain on deposit all communications concerning the Client (Hold Mail). Such communications retained by ACM are deemed validly delivered to the Client as of the date they bear even if effective delivery to the Client happens at a later date. The Client undertakes to take delivery of the mail so held by ACM at least every twelve months. In the absence of actual delivery, ACM may forward the mail to the mailing address communicated to ACM by the Client by mail or facsimile transmission or, in the absence of specification of a mailing address, to the last known address of the Client. ACM accepts no responsibility arising out of the retention of communications for the Client or resulting from their mailing to the Client's last known address. Communications may be made to ACM at the address and telephone number notified to the Client for this purpose and shall be considered to have been duly made only upon their actual receipt by ACM.

12. Internet and electronic trading

Since ACM does not control signal power, its reception or routing via Internet or any other means of electronic communication, configuration of Client's equipment or reliability of its connection, ACM shall not be liable for any claims, losses, damages, costs or expenses, including attorneys' fees, caused directly or indirectly, by any breakdown or failure of any transmission or communication system or computer facility, whether belonging to ACM, client, any market, or any settlement or clearing system when the Client trades online via Internet. The Client is obligated to keep passwords secret and ensure that third parties do not obtain access to the trading facilities. The Client will be liable to ACM for trades executed by means of the Client's password even if such use may be wrongful.

13. Tape recording of Conversation

The Client acknowledges and expressly accepts that ACM may record all telephone conversations between the parties. Such recordings shall remain the property of ACM and the Client agrees, to the use thereof or transcript there from, as evidence by ACM in any dispute or anticipated dispute between the parties under this Agreement. Any such records or transcripts made by ACM may be destroyed by it in accordance with its usual practice.

10. 违约

无须事先通知或收到客户的进一步授权, ACM 将有权在发生以下任何事件之时或之后随时撤销任何合同的全部或任何部分, 并将 ACM 持有的客户的任何证券或其他资产变现:

客户未在支付之日支付本协议项下所应支付的款项。
客户未能遵守或履行本协议全部或任何部分的条款或实质性地违反本条中的声明、保证或承诺;
客户死亡, 宣告失踪或者是变得精神失常。

针对客户提出破产申请或, 如果是合伙企业, 针对其一名或多名合伙人或, 如果是公司, 它就/ 对自己采取任何步骤或启动法律程序或寻求任何适用的破产重组或破产法下的保护, 包括但

不限于, 采取任何步骤指定将其承诺或资产或任何部分指定的接收人、受托人、管理人或类似官员;
提出客户清盘的申请;
做出或通过客户清盘的命令或决议 (除为善意重建或合并之目的);

客户为制定或提议或订立任何为其债权人的利益之安排或债务和解协议之目的召集会议 (除为善意重建或合并之目的);
对客户的所有财产施行扣押、执行或其他程序, 且未在两周内取消、解除或偿付;
客户创设的任何抵押或质押担保变为可执行, 抵押权人或质押权人采取步骤执行该担保;
由于客户或其任何子公司违约, 客户或其任何子公司的任何债务变为立即到期或应付, 或已具备被宣布立即到期或应付的条件; 或客户或其任何子公司在其到期日未能履行其债务。

任何监管机构或当局要求 ACM 或客户撤销合约或合约的任何部分。
ACM 合理地认为是自身保护所需的。

在不损及 ACM 可能享有的任何其他权利的前提下, 它应有权组合或合并客户在 ACM 保有的全部或任何账户, 来随时将客户所欠的任何款项与 ACM 应付客户的任何款项进行冲销。客户为任何目的向 ACM 做出的任何担保、保证或赔偿在该等权利冲销后将扩展到客户所欠的任何款项。客户承认 ACM 停止所有或部分未结合同并且执行 ACM 所持有的客户的任何其他财产的权利是这些合同导致的超出最低保证金的消极结果。

如果客户是多人 (对于联合账户持有人), 该等各人应承担连带责任, ACM 可按从该等个人或在 ACM 看来是该等个人中的任何一人收到的指令行事。

11. 通信

通信可为此目的不时通知 ACM 的地址、电话、传真或电子邮件地址送达客户。任何采用电话、传真或电子邮件方式的通信在发出时应被认为已做出或 (视情况而定) 送达。任何采用信函方式的通信应在通过邮资已付的一级邮件寄往该地址后两个营业日 (对于瑞士国内的地址) 或在通过邮件寄往该地址后 6 个营业日 (对于瑞士国外的地址) 被认为已做出。客户应保证 ACM 随时都能通过其向 ACM 提供的地址、电邮、电话以及传真号联系到客户, 以便 ACM 能够通过信函、电邮、电话或传真与客户或其委派的代表进行交流。

应客户的特别要求, ACM 将妥善保管 (保留所有的邮件) 有关客户的所有通信。ACM 保管的该等通信被认为已在它们记载的日期有效送达客户, 即使有效送达客户发生在一个较迟的日期。客户承诺至少每隔 12 个月提取一次 ACM 以此保管的邮件。在没有实际送达时, ACM 可将邮件转寄至客户采用邮件或传真发送方式通知 ACM 的邮送地址, 或在没有指定邮送地址时, 寄至客户的最后通讯地址。ACM 将不承担保留客户通信或寄至客户的最后通讯地址所引起或产生的任何责任。通信可按为此目的通知客户的地址和电话号码发送至 ACM, 并应仅在 ACM 实际收到时才算做出。

12. 网络及电子交易

由于 ACM 不控制信号, 而是通过网络或者其他形式的电子通讯、客户设备的设置或其可靠的联系方式传递信息。当客户通过网络联机贸易时, 任何由传输通信系统或者电脑设备故障直接或者间接引起的索赔、损失、成本或费用, 包括律师费, 无论是属于 ACM、客户、市场或者任何清算系统, ACM 概不承担任何责任。

客户有义务对密码保密, 并确保交易工具设备不被第三方使用。通过使用该客户密码的方式在 ACM 进行的交易, 即使是错误使用 (非授权人使用), 客户也要对交易的执行负责。

13. 对话的磁带录音

客户承认和明确接受, ACM 可对双方之间的电话通话进行录音。该等录音应为 ACM 的财产, 客户同意 ACM 在本协议下双方之间产生任何争议或预期争议时将其或其转录带用作证据。ACM 进行的任何该等录音或转录带可按照它的惯常做法加以销毁。

Initial 缩写签名: _____

14. 联合账户

If the Client is more than one person (in the case of joint account holders), the liabilities of each such person shall be joint and several, and ACM may act upon instructions received from any one person who is, or appears to ACM to be, such a person.

15. 赔偿与责任限制

The Client hereby agrees to indemnify against all losses, expenses, costs (including legal costs), and liabilities whatsoever which arise, directly or indirectly, as a result of ACM's proper performance of its obligations, or the enforcement of its rights pursuant to these Conditions, or by reason of any breach by the Client of this Agreement.

These indemnities shall be in addition to any other right, indemnity or claim which ACM may have under this Agreement or the general law and shall not be affected by any variation or limitation of this Agreement. These indemnities shall survive termination of this Agreement Information Disclosure.

16. 信息披露

By entering into this Agreement, the Client authorises ACM to disclose such information relating to the Client as may be required by any law, rule or regulatory authority, including any applicable Market Rules, without prior notice to the Client

17. 协议终止

Either party may terminate this Agreement upon written notice to the other, such notice to specify the date on which termination is to be effective and if no such date is specified, it will terminate with immediate effect upon receipt. Upon or at any time after termination of this Agreement, ACM shall have the right (but shall not be obliged) to close out all or any part of any open Contract in effect at the date of termination and the terms of this Agreement shall continue to bind both parties in relation to such Contracts.

18. 协议修订

ACM reserves the right to amend this Agreement at any time. The Client will be notified of such amendments by circular letter, by email or by any other appropriate means. Amendments shall be deemed to have been approved by the Client and ACM, unless contested in writing or by email within thirty days as from the date of notification of the amendments.

19. 总则

This Agreement shall be for the benefit of, and be binding on, both the Client and ACM, and on their respective successors and assigns, but the Client may not assign any of its rights and obligations under this Agreement or under any Contract without the prior written consent of

If, at any time, any provision of this Agreement is or becomes illegal, invalid or unenforceable in any respect under the law of any jurisdiction, neither the legality, validity or enforceability of the remaining provisions of this Agreement under the law of that jurisdiction nor the legality, validity or enforceability of such provision under the law of any other jurisdiction shall be in any way affected. ACM shall not be liable to the Client for the non-performance of its obligations under this Agreement where such non-performance arises directly or indirectly from circumstances beyond its reasonable control.

No failure or delay on the part of ACM in exercising any of its right under this Agreement shall operate as a waiver of those rights, or impair or prevent further or other exercise of such rights. This Agreement constitutes the entire agreement between the parties with respect to its subject matter in substitution for any previous agreement relating to the subject matter hereof.

20. 适用法律和司法管辖权

This Agreement shall be governed by Swiss law. The place of performance and the place of jurisdiction for any proceedings whatsoever, including for the Client domiciled abroad, is Geneva, Switzerland. However, ACM retains the right to file an action in the country of domicile of the Client or before any other competent court, in which case Swiss law will still apply. In accordance with the Swiss legal and statutory requirements, when ACM suspects, in good faith, that the assets deposited by the Client are of criminal origin, it will be obliged to communicate its suspicions to the competent Swiss Authorities, in accordance with its obligations under the Swiss Federal Money Laundering Act. In such events, ACM has a legal duty to block immediately the Client's assets if they are linked to the communicated information. As long as the assets are blocked, ACM is not allowed to inform the Client and/or third parties of the communication.

The Client acknowledges that it is aware that ACM has to comply with the Swiss Federal Money Laundering Act. The Client agrees to provide ACM, as per separate document, with full and accurate information regarding, among others, the identification of the beneficial owner of the assets, and, if requested to do so by ACM, the clarification of the economic background of the business and any other information ACM may reasonably require to comply with its duties under the Swiss Federal Money Laundering Act.

14. 联合账户

如果客户是多人（对于联合账户持有人），该等各人应承担连带责任，ACM可按从该等个人或在ACM看来是该等个人中的任何一人收到的指令行事。

15. 赔偿与责任限制

客户特此同意对ACM由于其正确履行其义务，或根据本条款行使其权利，或由于本协议客户的任何违约，直接或间接产生的任何一切损失、费用、成本（包括法律成本）和责任做出赔偿。这些赔偿在本协议终止后仍将有效。

这些赔偿为ACM在本协议或者一般法律下可享有的任何其他权利、赔偿和要求权的补充，并且不受本协议的任何变动和限制的影响。

16. 信息披露

通过订立本协议，客户授权ACM根据任何法律、规则或监管当局（包括任何适用的市场规则）的可能要求披露有关客户的任何信息，而无须事先通知客户。

17. 协议终止

各方可经书面通知另一方终止本协议，该等通知将在规定的终止日期生效，如果未规定该日期，此协议则在收到通知之时即刻终止。在本协议终止时或终止后的任何时候，ACM将有权（但无义务）结清终止日全部或任何部分的任何未结清的有效合约，本协议的条款将继续对该等合约的有关双方具有约束力。

18. 协议修订

ACM保留随时修订本协议的权利。客户将以通函、电子邮件或任何其他适当的方式获得该等修订的通知。修订应被认为已获得客户及ACM批准，除非在修订通知日起30日内或在其信函、电子邮件或其他方式以书面方式提出异议。

19. 总则

ACM. 本协议是为客户和ACM及其各自继承人和受让人之利益而订立，同时协议对其具有约束力，但未经ACM事先书面同意，客户不得出让其本协议或任何合约下的任何权利和义务。如果在任何时候，根据任何司法管辖地法律，本协议的任何规定在任何方面如违法或变得非法、无效或不可执行，本协议的其他规定在该司法管辖地法律下的合法性、有效性或可执行性以及该等规定在任何其他司法管辖地法律下的合法性、有效性或可执行性将不以任何方式受到影响。

ACM对其未履行其本协议下的义务将不向客户承担任何责任，只要该等未履行是直接或间接地超出其合理控制的情形所致。

ACM一方在行使其协议下任何权利时的任何疏忽或延迟不得视为对这些权利的放弃，不损害或妨碍该对权利的进一步行使。

本协议取代有关此标的的任何先前协议，并构成双方之间的有关其标的的一份完整协议。

20. 适用法律和司法管辖权

本协议将受瑞士法律管辖。本协议唯一的履行地和任何法律程序的司法管辖地包括国外支付地是瑞士的日内瓦。但ACM保留在客户所在国或有管辖权的任何其他法院提起诉讼的权利，此时瑞士法律仍将适用。

根据瑞士法律和法定要求，当任何客户存放的资产被善意地怀疑为非法来源时，ACM必须按其《瑞士联邦反洗钱法》下的义务将其怀疑通报瑞士主管当局。此时，ACM有法定义务立即冻结客户的资产，只要它们与通报的信息相关。在资产被冻结时，ACM不得将该通报告知其客户和/或第三方。

由于客户清楚ACM必须遵守《瑞士联邦反洗钱法》，客户同意向ACM以单独文件形式提供尤其是有关资产实益拥有人身份的完整、准确的信息。如应ACM的要求，还需提供企业经济背景的说明及ACM为遵守其《瑞士联邦反洗钱法》下的义务可能合理要求任何其他信息。

I have read, understood and accepted the General Conditions as set above.

Place (city): _____

Date: ___ / ___ / 200__

Signature: _____

本人已阅读、理解并接受上述一般条款。

地点（城市）：_____

日期： / / 200__

签名：_____

Translation of documents is provided for the added convenience of the Client. In the event of conflict between the original English text and any translation of this Agreement or any other agreement between ACM and the Client, the English version shall take precedence.

为更加方便客户，将向其提供文件的翻译版本。ACM与客户之间达成的此协议或任何其他协议的英文文本和任何翻译版本之间发生冲突时，将以英文版本为准。

Customer bank account coordinates 客户银行账户地址明细

(Mandatory information required for partial or total refund of customer funds) (客户提取部分或全部资金必填信息)

Bank name (银行名称): _____


Bank address (including country) (银行地址 (包括国家)): _____

Swift, ABA and/or Bank Branch code (Swift, ABA 及支行代码): _____

Account Name (must be the same as customer) (户名 (必须与客户名字相同)): _____

Account number or IBAN (账户号码或 IBAN 代码): _____

The customer authorises ACM to close out any open positions relative to his account should the customer desire a partial or total refund of his remaining funds. 如客户想取出全部或部分户头剩余资金, 客户授权 ACM 关闭其账户中任何未平仓位。

Specimen of account holder's signature (账户持有人签名): _____ 

Please provide us the amount of your first transfer in order for us to track it faster:
为了方便我们的快速查询, 请您提供首次资金汇入的金额

USD 美元 EUR 欧元 GBP 英镑 CHF 瑞士法郎 JPY 日元 CAD 加元 AUD 澳元 Amount (金额): _____

Account type: MINI 迷你型 STANDARD 标准型 INSTITUTIONAL 机构型

Where did you hear about us?
您是从何处了解到我们?
(Please select as many as apply)
(请选择适用您的所有答案)

- Existing ACM Customer 现有 ACM 用户
- Print Advertising 印刷广告
- Friend/Referral 朋友 / 推荐
- Media Report 媒体报道
- Web Search: _____ 网络搜索
- Other: _____ 其他方式

PLEASE PROVIDE US WITH THE PRESENT CONTRACT:
请在提交此协议同时提供以下文件:

A CERTIFIED TRUE COPY OF A VALID PASSPORT (OR NATIONAL ID FOR CERTAIN COUNTRIES' CITIZEN), WHERE THE SIGNATURE AND PHOTO ARE CLEARLY VISIBLE.
有效护照复印件 (或国家身份证复印件) 的公证件, 签名及照片必须清晰可辨。

THIS DOCUMENT MUST BE CERTIFIED BY A PUBLIC NOTARY OR AN OFFICIAL GOVERNEMENTAL AUTHORITY WHICH USUALLY DELIVERS SUCH CERTIFICATION,
此文件必须由经常交付此类证明的公证处或某一政府机关进行公证
(CERTIFIED LESS THAN 6 MONTHS AGO) (公证有效期为六个月)

AND 及

A UTILITY BILL (ELECTRICITY BILL, TELEPHONE BILL, ETC.) FOR RESIDENCE ADDRESS VERIFICATION
一份账单 (电费、电话账单等等) 以用于居住地址核实。