

Client Agreement 客户协议

1. About ROCKFORT Markets and this Agreement 关于 ROCKFORT Markets 和本协议

1.1 Who you are dealing with 与谁交易

ROCKFORT Markets Limited (company number 5821427, FSP number FSP509766) is a New Zealand-based company, registered and incorporated in Auckland, New Zealand. It is licensed under the FMCA as a derivatives issuer, and is registered as a Financial Service Provider, in New Zealand.

ROCKFORT Markets 有限公司 (公司编号 5821427, FSP 编号 FSP509766) 是一家新西兰公司, 在新西兰奥克兰登记和注册。ROCKFORT Markets 有限公司是由 FMCA 授权的衍生品发行人, 并在新西兰注册为金融服务提供商。

ROCKFORT Markets provides over-the-counter (OTC) dealing and execution services to clients in spot foreign exchange (FOREX or FX Contracts) and Contracts for Difference (CFDs) derivatives Contracts. This Agreement is entered into by and between ROCKFORT Markets and the Client in the principle of equal footing and mutual benefit.

ROCKFORT Markets 为现货外汇 (外汇或外汇合约) 和差价合约 (CFDs) 衍生品合约提供场外 (OTC) 交易和执行服务。本协议由 ROCKFORT Markets 和客户在平等互利的原则下达成。

1.2 About this Agreement 关于本协议

This Agreement sets out the basis on which ROCKFORT Markets will provide services to you, the Client. This Agreement governs each transaction entered into or outstanding between ROCKFORT Markets and the Client, on or after the acceptance of the Client's Application Form by ROCKFORT Markets.

本协议规定了 ROCKFORT Markets 为您, 即客户, 提供服务的基础。在 ROCKFORT Markets 接受客户申请表格或之后, 本协议管理 ROCKFORT Markets 与客户之间签订的每笔交易或未交付的交易。

Only after ROCKFORT Markets acknowledges and approves the Client's Application Form (after the Client has provided all information required by ROCKFORT Markets), can this Agreement be deemed to have been accepted by ROCKFORT Markets or become a contract that has been agreed by and binding upon the Client and ROCKFORT Markets until its termination in accordance with this Agreement.

只有在 ROCKFORT Markets 确认并批准客户申请表 (在客户提供 ROCKFORT Markets 所要求的所有信息后) 后, 本协议可以被认为已被 ROCKFORT Market 接受, 或成为已达成协议并对客户和 ROCKFORT Market 有约束力的合同, 直至其按照本协议终止为止。

Before entering into this Agreement, please carefully read this Agreement (including the Risk Warning Statement in the Appendix) and the separate PDS for the Contracts. This will form the basis of the contract between you and

ROCKFORT Markets. You will have received a copy of the current PDS in conjunction with this Agreement. The PDS will be supplemented or replaced from time to time, and you can obtain the latest version from our website www.Rockfortmarkets.com.

在签订本协议之前，请仔细阅读本协议(包括附录中的风险警告声明)和合同的独立 PDS。这将成为您和 ROCKFORT Market 之间合同的基础。您将收到一份本协议的现行 PDS 副本。PDS 将不时补充或更换，您可以从我们的网站 www.Rockfortmarkets.com 获得最新版本。

You should carefully read the Risk Warning Statement and consider seeking professional financial, legal, taxation, and other professional advice before making any decisions about ROCKFORT Markets' products or services. 在对 ROCKFORT Market 的产品或服务作出任何决定之前，您须仔细阅读风险预警声明，并考虑寻求专业的财务、法律、税务和其他专业建议。

1.3 Binding Force 约束力

This Agreement will continue to be valid and cover all the Accounts opened or reopened by the Client at any time with ROCKFORT Markets, or other successors or transferors. If there are amalgamations, mergers or other changes in respect of either the Client or ROCKFORT Markets, this Agreement (including any authorizations) will be adapted to the interests of ROCKFORT Markets or other successors or transferors, and will continue to be binding upon the Client and/or his/her heirs, trustees, administrators, legal representatives, successors and assignors. The Client must provide notice to ROCKFORT Markets of any such amalgamation, merger, or other change in respect of the Client.

本协议将持续有效，并覆盖所有在 ROCKFORT Markets 或其它继任公司、或转让方，在任何时间开立或重新开放的账户。如果客户或 ROCKFORT Markets 发生合并，兼并或其他变更，本协议（包括任何授权）将根据 ROCKFORT Markets 或其它继承人或转让人的利益进行调整，并将继续对客户和/或其继承人、受托人、管理人、法定代表人、继承人和受让人具有约束力。

1.4 Effect of Agreement under Governing Legislation 立法监管下的协议效用

Nothing in this Agreement will exclude or restrict any duty or liability owed by us to you under the Governing Legislation and if there is any conflict between this Agreement and the Governing Legislation, the Governing Legislation will prevail.

本协议中任何内容均不能排除或限制我们须对您承担的任何义务或责任。如果本协议与相关立法之间存在任何冲突，则以立法为准。

1.5 Meaning of terms 术语定义

In this Agreement: 在本协议中:

- (a) 'we', 'us', 'our', or 'ROCKFORT Markets' refers to ROCKFORT Markets Limited; 'we', 'us', 'our', or 'ROCKFORT Markets' 是指 ROCKFORT Markets 有限公司
- (b) 'you', 'your', and 'Client' refers to the client named in the Application Form; 'you', 'your', and 'Client' 是指申请表中指定的客户
- (c) other terms that are capitalised in this Agreement are defined in clause 25; and 本协议中大写字母的其他条款在第 25 条中定义;

references to 'in writing' include a reference to an email sent by us to the last known email address we hold for you, by you to our email address set out in the PDS, or in either case to a communication sent by any other electronic means permitted by law. “以书面形式”包括，我们发送到您最新提供的电子邮箱的电子邮件，您通过我们在 PDS 中列出的电子邮件地址发送的电子邮件，或者在任何情况下应用由法律允许的任何其他电子手段所做的沟通。**1.6 Non-English language copy 非英语版本**

If this Agreement is provided to you in any language other than English, then please note that non-English document is for your information only and that the governing language of this Agreement and of any dispute arising under it is English.

如果本协议以英文以外的任何语言提供给您，请注意，非英文文档仅供您参考，本协议的监管语言及其引起的任何争议均以英文为准。

2. Accounts 账户

2.1 Establishment of Accounts 建立账户

Upon entry into this Agreement in accordance with clause 1.2, ROCKFORT Markets will establish an Account in the Client's name. Where two or more natural Persons are named as the Account Holder the Account will be established in their names as Joint Clients unless they specifically advise otherwise.

根据第 1.2 条的规定，ROCKFORT Markets 将以客户的名义开立账户。如果两个或两个以上的自然人被指定为帐户持有人，该帐户将以联名客户的名义开立，除非他们特别通知。

2.2 Establishment of sub-accounts 建立子账户

We may divide a Client's Account into different sub-accounts denominated in different currencies, and references in this Agreement to an Account includes references to all or any such sub-accounts (as the context requires).

我们也许会将客户的账户划分为不同币种的不同子账户，并且本协议中所提到的账户包括所有或任何此类子账户（如上下文所要求的）。

2.3 Holding of amounts in Accounts 在账户中持有金额

The Client agrees and acknowledges that: 客户同意并承认

- (a) the Client's money and the money of our other clients will be combined and deposited by ROCKFORT Markets in a Client Bank Account; ROCKFORT Markets 将您的资金和其他客户的资金合并存入专设的客户账户；
- (b) the Client's money will be held in a Client Bank Account and are assumed by ROCKFORT Markets to be held in the course of ROCKFORT Markets' business dealing in Contracts; and 客户的资金将存入专设客户账户，ROCKFORT Markets 有权管理该客户在 ROCKFORT Markets 合约业务交易过程中持有的资金；
- (c) unless otherwise agreed in writing, ROCKFORT Markets is entitled to any interest on the Client's money deposited with ROCKFORT Markets and segregated and invested by ROCKFORT Markets. 除非另有书面协议，客户于 ROCKFORT Market 所储蓄、隔离及投资的金额所产生的利息，归 ROCKFORT Markets 所有。

2.4 Maintenance of records 记录维护

ROCKFORT Markets will maintain records of Client Money and Accounts in accordance with Governing Legislation. Clients can access information from these records in respect of their Account on ROCKFORT Markets' online trading platform.

ROCKFORT 市场将根据管理法规保管客户资金和账户的记录。客户可以通过 ROCKFORT 市场的在线交易平台从这些记录中获取信息。

2.5 Restrictions on activities 限制活动

We may, in our absolute discretion: 我们完全可以自行决定:

- (a) not accept any Person as a client; 不接受某自然人作为客户;
- (b) revoke, suspend, or terminate the registration of any Person as a client; or 撤销, 暂停或终止任何自然人作为客户的注册;或
- (c) restrict the activities of any Client, including allowing you to only close open positions. 限制任何客户的活动, 包括只允许您平仓。

2.6 Refusal of services 拒绝服务

To the maximum extent permitted by law, ROCKFORT Markets may refuse the provision of any service to the Client, without being obligated to inform the Client of the reasons for that refusal, if ROCKFORT Markets reasonably considers that so refusing is necessary in order to protect the legitimate interests of the Client, ROCKFORT Markets, or both.

在法律允许的最大范围内, ROCKFORT Markets 可拒绝向客户提供任何服务, 而无需告知客户拒绝的理由, 如果 ROCKFORT Markets 合理考虑认为拒绝是为了保护客户, ROCKFORT Markets 或两者的合法利益。

3.2. Third parties 第三方

3.1 Authorised third parties 授权第三方

You may authorise a third party to act on your Account. To do so, you must first complete and sign a "Power of Attorney" form. The form is available by contacting our customer support team.

您可以授权第三方对您的账户进行操作。为此, 您必须先完成并签署“授权书”表格。该表格可通过联系我们的客户支持团队获取。

3.2 No liability for authorised third parties 不承担对授权的第三方的责任

If a Client authorises any third party (whether with or without decision-making power) to conduct transactions or manage his/her account on behalf of the Client, ROCKFORT Markets will not be held liable for any losses, costs, expenses or damages caused as a result of that authorisation. ROCKFORT Markets does not make any statements or undertakings with respect to any third parties relevant to any financial transactions; ROCKFORT Markets shall not be held liable for the losses, costs, expenses or damages caused to the Client by the activities of any third parties. It is the Client's sole responsibility to authorise any third party to manage his/her account and bear all relevant risks.

如果客户授权任何第三方(无论是否拥有决策权)代表客户进行交易或管理他/她的账户, ROCKFORT Markets 将不承担任何由此引起的损失, 成本, 开支或损害该授权的结果。ROCKFORT Markets 不对任何与金融交易有关的任何第三

方做出任何陈述或承诺;对于任何第三方的活动对客户造成的损失,成本,费用或损害,ROCKFORT Markets 不承担任何责任。授权任何第三方管理他/她的帐户并承担所有相关风险客户是唯一责任人。

3.3 ROCKFORT Markets may act on instructions ROCKFORT Markets 可以按照指令操作

You confirm that we are authorised to act without further enquiry on instructions given or purported to be given by you or your Attorney by facsimile, mail, email or other electronic means of transmission including through your Account on the ROCKFORT Markets website regarding Contracts and payments, including payment to third party beneficiaries. To the maximum extent permitted by law, our records will be conclusive evidence of such instructions, and we are entitled to act on any such instructions (including instructions given via the ROCKFORT Markets' online trading platform) without further enquiry.

你确认我们已获授权,在不进一步询问其指令及其目的的情况下,根据你或你的律师以传真、邮件、电子邮件或其他电子方式传送的指示完成包括您在 ROCKFORT Markets 账户合约交易及支付的指令,包括向第三方受益人的支付。在法律允许的最大范围内,我们的记录将是这类指令的确凿证据,我们有权对任何此类指令(包括通过 ROCKFORT 市场的在线交易平台提供的指令)采取行动,而无需进一步询问。**4. Electronic Trading 电子交易**

4.1 Client bound by trading platform terms 客户交易平台限制条款

By entering into this Agreement, the Client agrees to be bound by the terms and conditions of ROCKFORT Markets' online trading platform, as amended from time to time.

通过签订本协议,客户同意受 ROCKFORT Markets 在线交易平台条款和条件的约束,不时修订。

4.2 System failures 系统故障

To the maximum extent permitted by law, ROCKFORT Markets shall not be held liable for any losses, costs, expenses or damages incurred due to electronic trading system failures.

在法律允许的最大范围内,ROCKFORT Market 对于因电子交易系统故障引起的任何损失、费用、费用或损害概不负责。

4.3 Password Protection 密码保护

The Client shall keep confidential his/her password and ensure no third party use his/her trading facilities. The Client shall be solely responsible for the confidentiality, safety and use of the password. To the maximum extent permitted by law, ROCKFORT Markets shall not be responsible for losses, costs, expenses or damages caused to the Client by password theft.

客户应对其密码保密并确保没有第三方使用其交易设施。客户应全权负责密码的保密,安全和使用。在法律允许的最大范围内,ROCKFORT Markets 不承担客户因密码盗窃而造成的损失,成本,费用或损害。

5. Trading – Quotations and entry into Contracts 交易-报价和合约交易

5.1 Contracts are Over-the-counter (OTC) 合约是场外交易(OTC)

Financial products offered by ROCKFORT Markets are spot foreign exchange and CFD derivatives contracts traded OTC. This might be considered to involve greater risk than on-exchange derivative contracts, as there is no exchange market on which to close out an open position. All positions entered into with ROCKFORT Markets must be closed with ROCKFORT Markets and cannot be closed with any other entity.

ROCKFORT Markets 提供的金融产品是现货外汇和差价衍生品合约。由于没有现货交易市场可以平仓，所以这可能会被认为比交易所衍生品合约涉及更大的风险。所有由 ROCKFORT Markets 操作的仓位都必须于 ROCKFORT Markets 平仓，并且不得与任何其他实体平仓。

5.2 Quotations 报价

You can ask us to quote the price at which you may enter into a Contract with us and the margin required (if any) by nominating the amount of the Underlying Asset and the currency against which it is to be exchanged (subject, in each case, to our requirements relating to minimum lot sizes and available currencies, as advised to you from time to time).

您可根据标的物的数量及须兑换的货币（在每种情况下，我们会根据我们对最低份额要求及可使用的货币，向您不时建议），向我们咨询某仓位价格及保证金要求（如有保证金）。

5.3 Entry into Contract 签订合同

If we provide a quote, you may instruct us to arrange the entry by you into a Contract equivalent to that for which the quote was sought. Receipt by us of your instruction will be an offer from you to us to enter into that Contract. We are not under any obligation to accept your offer and may decline to do so in our absolute discretion (including where the required margin has not been provided pursuant to clause 5.6).

如果我们提供报价，你可以指示我们将你的条目安排到与报价相同的合同中。我们收到的您的指示，将是您向我们提出签订合同的要约。我们没有义务接受您的要约，并有权拒绝接受您的要约（包括根据条款 5.6 未提供所需保证金的情况）。

5.4 Confirmation of entry into Contract or offer being declined 确认签订合同或邀约被拒

(a) We will provide you with Confirmation Information in respect of each Contract in respect of which we accept your offer in accordance with the Governing Legislation. Our failure to provide Confirmation Information will not prejudice or affect the validity or enforceability of that Contract and other than as provided by Governing Legislation will not be liable as a result of a failure to provide Confirmation Information. 我们将向你方提供关于每一份合同的确认信息，我们将按照有关法律的规定接受你方的报盘。我们未能提供确认信息不会影响或影响该合同的有效性或可执行性，而管理立法所提供的其他信息不会因未能提供确认信息而承担责任。根据监管要求，我们每次

接受您的邀约后，都会和你确认。未能提供确认信息不会影响该邀约的有效性和可执行性。

- (b) Unless you notify us within 48 hours that you wish to dispute a Contract, the contents of Confirmation Information provided will, in the absence of manifest error and subject to clause 5.5, be conclusive evidence of the executed Contract. 除非您在 48 小时内通知我们您希望对合同提出异议，否则，在没有明显错误并符合第 5.5 条的前提下，您所提供的内容将称谓我们执行合约的证据。
- (c) If we decide not to accept your offer to enter into a Contract, we will advise you of that decision promptly. 如果我们决定不接受您提出的订立合同的建议，我们会立即通知您该决定。如果我们决定不接受您的邀约，我们会及时通知您。

5.5 Quotation Error 报价错误 错误报价？

Should a quotation error occur (including oral responses to Client requests), then to the maximum extent permitted by law, ROCKFORT Markets shall not be held responsible for any losses, costs, expenses or damages caused by quotation errors and order executions in Account balances and reserves the right to make necessary corrections or adjustments to the relevant Account. For the purposes of this clause, 'quotation errors' are prices provided in error, and include non-tradable or rogue prices we receive from external price feeds that are displayed on our trading platform. ROCKFORT Markets will notify Clients of any such corrections or adjustments. 如果报价错误(包括对客户要求的口头答复)，那么在法律允许的最大范围内，ROCKFORT Markets 不应因报价错误和订单执行而导致的任何损失、成本、费用或损害负责，并保留对相关账户进行必要更正或调整的权利。就本条款而言，“报价错误”是指提供错误的价格，包括我们从交易平台上显示的外部价格反馈中得到的非交易的或恶意价格。ROCKFORT Markets 将通知客户任何此类修正或调整。

5.6 Margin requirement 保证金要求

You must maintain the minimum margin requirements we advise to you in accordance with clause 10. It is your responsibility to monitor your Account balances. The Initial Margin required in respect of a Contract (if not already received by us) will be immediately due and payable upon our accepting your offer to enter into a Contract.

您必须按照第 10 条的规定维持最低保证金要求。监督您的帐户余额是你的责任。合约所需的初始保证金（如果我们尚未收到）需立即在我们接受您的合约订单时支付。

6. Closing positions 平仓

6.1 Termination of Contracts 合同终止

You may close out a position by unwinding a Contract at any time by notice to us that you wish the Contract to be closed out. Upon receipt of that notice, we will enter into a matching and opposite Contract on your behalf as soon as practicable after any time and date specified in that notice (or, if no such time or date is specified, after receipt of such notice).

你可以在任何时候通知我们终止合同来平仓。收到通知后，我们将在通知中指定的任何时间和日期后（或者如果没有指定时间或日期，在收到通知后）在可行的情况下尽快代表您签署一份匹配和相反的合同。

6.2 Standing instructions to terminate Contracts 终止合同的指示

You may provide us with standing instructions to terminate an existing Contract when a particular price level is reached in respect of the relevant Underlying Asset, subject to our requirements in respect of such standing instructions from time to time. You acknowledge that if you provide us with such standing instructions, the price at which the Contract is terminated might not be the exact price level specified.

您可以向我们提供常设指示，当资产达到特定价格水平时终止现有合同，但须遵守我们不时就此类常规说明提出的要求。请知悉，如果您向我们提供此类常规说明，合同终止的价格可能不是具体的价格水平。

6.3 ROCKFORT Markets may terminate contracts ROCKFORT Market 可以终止合同

If the unrealised losses in relation to a Contract at any time exceeds the equity in your Account, we may close out that Contract as if that event were a Default Event.

任何时候，如果与合同相关的未变现亏损超过了您的帐户权益，我们将默认终止合同。

6.4 Money to be paid on termination 合同终止时支付的款项

When a Contract is closed out which: 当合同结束时

- (a) results in a profit for you, that profit will be credited to your Account; or 为你带来利润，利润将记入你的账户；或
- (b) results in a loss, that amount will be debited from your Account unless doing so would result in your Account balance becoming negative, in which case you must immediately pay us the amount owing in such currency we specify in cleared funds. 造成损失，该金额将从你的账户中扣除，这样做会导致你的账户余额变为负值，在这种情况下，你必须立即支付我们在清算资金中所指定的这种货币所欠的金额。

6.5 Set-off 抵销

We will set off any money owed to you under this clause against any money you owe us under this clause (for example, where two separate Contracts are terminated). If there is then sufficient margin in the Account, any amount owing by you under this clause may be settled in whole or in part by debiting the Client's Account up to the amount of that excess. Unless the Client requests otherwise, any realised profit from terminating Contracts will be retained in the Client's Account.

根据本条款，我们将抵扣欠您的任何款项（例如，在两个单独的合同终止的情况下）。如果账户中有足够的保证金，您根据本条款所欠的任何款项可全部或部分通过客户账户扣除，直至超出的金额再结算。除非客户另有要求，否则终止合约的任何已实现利润将保留在客户的账户中。

6.6 Money to be paid on termination 合同终止时支付的款项

The closing out of a Contract in accordance with this clause will constitute a complete discharge of all the parties' obligations under that Contract and has the effect of immediately cancelling the Contract so that the only obligations that continue in respect of the Contract are those provided for in this clause. Where we exercise any right to close out a Contract under this Agreement, the closing out will be effected on your authority (which you give by entering into this Agreement), at your risk and expense and in your name, in accordance with this clause as if you had given notice on the date that we exercise our right.

根据本条款结束合同，将构成所有当事人在该合同项下的义务的完全解除，并具有立即取消合同的效果。因此，合同中唯一继续履行的义务就是在本条款中规定的义务。如果我们根据本协议行使任何关闭合同的权利，则根据本条款，您的权限（您通过签署本协议给予您的权力）将以您的风险和费用并以您的名义进行关闭，作为如果您在我们行使权利的日子发出通知。

7. Reporting and nature of services 报告和服务性质

7.1 Reporting on Contracts 合同报告

We will report to you in relation to your Contracts in accordance with the Governing Legislation. By signing the Application Form you agree that we may provide you with ongoing Confirmation Information through an electronic facility (including through the online platform) and / or by email.

我们将根据管理立法向您报告合同。通过签署申请表，您同意我们可以通过电子设备(包括通过在线平台)和/或电子邮件向您提供正在进行的确认信息。

7.2 Capacity 容量

ROCKFORT Markets is under no obligation to monitor or advise the Client on trading, therefore, subject to the Governing Legislation, ROCKFORT Markets may execute an instruction received by the Client even if such transaction is not suitable for the Client. The Client understands that if necessary, independent financial advice should be sought in relation to trading financial instruments, including but not limited to trading specific financial instruments offered by ROCKFORT Markets, investments strategies pursued by the Client, charges and tax implications. ROCKFORT Markets will not give advice about whether the Client should open, close or hold a Contract, as ROCKFORT Markets is an execution only broker.

ROCKFORT Market 没有义务监督或建议客户进行交易，因此，根据管理法规，ROCKFORT Markets 也许会执行客户的指令，即使这样的交易不适合客户。客户须知，如果有必要，独立的金融建议应该寻求相关的金融交易工具，包括但不限于交易 ROCKFORT Markets 提供的特定金融工具，客户追求的投资策略，收费和税收影响。

8. Client's Representations, Warranties, Assurances, and Undertakings 客户的陈述，担保、保证和承诺

8.1 Client's general representations and undertakings 客户的一般陈述和承诺

The Client will be deemed to provide the following representations and undertakings on the date of entry into this Agreement and each time a Contract is entered into:

客户将被视为，在签署本协议和每次签订合同时提供以下陈述和承诺：

- (a) The Client understands that although low margin deposits are usually required in OTC transactions, losses arising from price fluctuations in OTC transactions may exceed the Client's initial investment and margin deposit, as the leverage ratio is relatively high. 客户须知，虽然场外交易通常需要低保证金存款，但场外交易价格波动造成的损失可能超过客户的初始投资和保证金，因为杠杆率相对较高。
- (b) The Client undertakes and states that if financial losses are suffered from OTC transactions those losses will not affect his/her existing/future lifestyle and financial conditions. 客户承诺并声明，如果 OTC 交易遭受财务损失，这些损失不会影响其现有的/未来的生活方式和财务状况
- (c) The Client declares that: 客户声明
 - (i) if he/she is a natural Person, he/she has full mental and legal capacity and is over 18 (eighteen) years of age; and 如果他/她是自然人，则他/她具有完整的精神和法律能力，并且年龄超过 18（18）岁；和
 - (ii) if the Client is not a natural Person, has full legal capacity, and otherwise has the necessary power, capacity and authority to enter into Contracts, and the Client (or the Person executing this Agreement on behalf of the Client) has full power and authority to execute this Agreement, and therefore the Client may enter into the Agreement and the Agreement and each Contract will constitute a valid contract binding upon and enforceable against the Client. 如果客户不是自然人，但具有完整的法律能力，拥有签订合同的必要权力、能力和权威，那么客户（或代表客户执行本协议的人）拥有执行本协议的全部权力和权限。因此，客户可以签订协议，协议和每份合同对客户都具有约束力并可强制执行。
- (d) The Client accepts that ROCKFORT Markets reserves the right to, at any time and without prior written notice, refuse to act on the instructions of any Attorney appointed by the Client. 客户接受 ROCKFORT Market 有权在任何时候，在没有事先书面通知的情况下，拒绝按照客户指定律师的指示行事。
- (e) The Client declares that he/she is fully aware of any implications, including but not limited to any restrictions, set by his/her local jurisdiction in relation to entering the Agreement and trading in Contracts, and that (except in the case of a Client resident in New Zealand) these do not require ROCKFORT to take any additional regulatory compliance or other action in order to transact with the Client. 客户声明，他/她知道所有的影响，包括但不限于由其当地司法管辖区就进入协议和买卖合同所设定的任何限制，这些并不要求 ROCKFORT 采取任何额外的法规或其他行动来与客户进行交易（除新西兰居民外）。

- (f) The Client declares that any trading in Contracts offered by ROCKFORT Markets is proportional to his/her specific financial situation and that the Client has taken any independent legal and financial advice the Client considers necessary prior to entering into this Agreement and any Contract. 客户声明，ROCKFORT 市场提供的任何合同交易都与他/她的具体财务状况成比例，客户在签订本协议和任何合同之前，已经采取了独立的法律和财务建议。
- (g) If the Client is more than one natural or legal Person (**Joint Clients**), the Client agrees that all of the Joint Clients' obligations and liabilities under the Agreement shall be joint and several. Any communication to be given to Joint Clients under this Agreement, including but not limited to notices and orders, shall be deemed to be delivered to all of the Joint Clients if it is provided to any one of the Joint Clients. 如果客户是一个以上的自然人或法人（联名客户），客户同意在本协议下的所有联名客户的义务和责任应该是共同的和部分的。
- (h) The Client declares that he/she has adequate investment experience and the ability to withstand relevant financial risks to conduct transactions on the OTC market. 客户声明，他/她有充足的投资经验和能够承受相关的金融风险在场外交易市场交易。
- (i) The Client declares that he/she is not currently employed by any exchanges, any companies whose absolute majority of capital is held by any exchanges, any members of any exchanges, any companies registered with any exchanges, any banks, trust institutions or insurance companies. If the Client is employed by any of the above companies, ROCKFORT Markets shall by no means be held liable for the losses caused to the Client. 客户声明其目前没有受聘于任何交易所，任何交易所持有绝大多数资本的公司，任何交易所的成员，任何交易所注册的公司，银行，信托机构或保险公司。如果客户受雇于上述任何公司，ROCKFORT Markets 绝不会对客户造成的损失承担责任。
- (j) The Client represents, acknowledges, and agrees on a continuing basis that: 客户表示承认并同意持续的基础:
- (i) no steps have been taken or legal proceedings started or threatened against the Client for the Client's Insolvency; 没有采取任何措施或开始法律程序或威胁客户的破产；
 - (ii) executing this Agreement and giving effect to it and each transaction under it the Client will not infringe any provision of any deed or other document or agreement to which the Client is a party; 执行本协议并对其进行有效的处理，在每一笔交易中，客户不会违反任何契约或其他文件或协议；
 - (iii) except as otherwise expressly disclosed in writing to ROCKFORT Markets, the Client acts as principal (and not as agent or trustee) in entering into this Agreement and each transaction under it and no one except the Client has an interest in the Client's Account; 除非以书面形式向 ROCKFORT Markets 明确说明，否则客户在签订本协议及其下的每笔交易时均为委托人（而非代理人或受托人），除客户外没有人在客户账户中拥有权益；

- (iv) in the case of Joint Clients, this Agreement will bind each and all of the Joint Clients severally and jointly; 在联名客户的情况下，这个协议将约束每个和所有联名客户；
- (v) the Client has given careful consideration to its objectives, financial situation and needs and has formed the opinion that dealing in Contracts is suitable for the Client's purposes; 客户对其目标、财务状况和需要给予了仔细考虑，并形成交易合同适用于客户目的的想法
- (vi) the Client has read and understood: 客户已阅读并理解：
 - a. the Client Acknowledgements in the Application Form and the Risk Warning Statement set out in the Appendix; 客户确认了申请表，风险警告声明载于附录；
 - b. any documents given to the Client which explains the nature of Contracts; and 向客户提供解释合同性质的文件；
 - c. details of the contract specifications for Contracts in which ROCKFORT Markets will deal on the Client's behalf, ROCKFORT Market 将代表客户处理合同的相关细节，
and has taken any independent legal and financial advice the Client considers necessary prior to entering into this Agreement; 并在订立本协议前已采取客户认为必要的任何独立法律和财务建议；
- (vii) the Client will not enter into a Contract as or by way of gaming or wagering; and 客户不会以赌博的方式签订合同； 和
- (viii) no Default Event has occurred or is continuing. 没有违约事件发生或正在继续。

8.2 Appointment as agent and other agreement 被任命为代理和其他协议

The Client acknowledges and agrees that: 客户确认并同意:

- (a) the Client appoints ROCKFORT Markets as the Client's agent for the purpose of dealing in Contracts in accordance with the terms of this Agreement; ROCKFORT Market 是客户指定的代理，客户根据本协议的条款指定 ROCKFORT Markets 作为客户的代理人进行合同交易；
- (b) ROCKFORT Markets may in certain circumstances either acting for another client or on its own account take the opposite position to the Client in a Contract, and the Client acknowledges ROCKFORT Markets' right to do so and to charge the Client such amounts as are permitted by this Agreement as if ROCKFORT Markets had not taken that opposite position; 在某些情况下，ROCKFORT Markets 可能为另一客户代理或在其自身账户中与客户在合同中持相反立场。客户确认 ROCKFORT Markets 有权这样做，并且可以像 ROCKFORT Markets 未采取相反立场一样，向客户收取本协议允许的金额；
- (c) ROCKFORT Markets may at any time in its sole discretion refuse to enter into, or to clear and settle (regardless of whether an order has been initially accepted by ROCKFORT Markets), a Contract or may limit the Contracts that ROCKFORT Markets enters into or clears and settles for the Client, without any obligation to inform the Client of ROCKFORT Markets' reasons for doing so. ROCKFORT Markets will inform the Client of any refusal or limitation at or before the time of the Client placing the order or as soon as practicable thereafter. Such refusal will be without prejudice to any other rights and powers under this Agreement; ROCKFORT Markets 可以在任何时候自行决

定拒绝订立或清算和结算合同（无论订单是否已被 ROCKFORT Markets 初步接受），或可能会限制 ROCKFORT Markets 为客户订立或清算和结算的合约，且没有任何责任告知客户 ROCKFORT Markets 进行此类交易的理由。

- (d) trading in Contracts may create an obligation to make a cash adjustment, in accordance with the terms of a Contract, and each Contract will be closed out without a physical exchange or delivery of the Underlying Asset; 合同的交易可能会产生根据合同的条款规定进行现金调整的责任，每份合同都将在没有实物交换或资产交付的情况下被关闭
- (e) there are no guarantees of profit or of avoiding losses when trading Contracts, and the Client acknowledges that he/she has not reached a unilateral agreement, including but not limited to any agreements guaranteeing the profits or limited losses from his/her account with ROCKFORT Markets or its employees, brokers or any third party. 在合同交易时没有利润或避免损失的保证，客户承认他/她未达成单边协议，包括但不限于与 ROCKFORT 市场或其雇员、经纪人或任何第三方保证利润或有限损失的任何协议。
- (f) the Client shall be obliged to immediately notify ROCKFORT Markets in writing of the details of any unilateral agreements or guarantees offered by the parties mentioned above; and 客户有义务立即书面通知 ROCKFORT Markets 上述各方提供的任何单方面协议或担保的细节;和
- (g) the Client is aware of the risks inherent in trading CFDs and FOREX and is financially able to bear such risks and withstand any losses incurred. 客户意识到交易差价合约和外汇交易固有的风险，并且在财务上能够承担此类风险并承受任何损失。

8.3 Assessment of suitability 适用性评估

You confirm that, where you instruct us to enter into any Contracts on your behalf, an assessment has been conducted of your suitability to engage in trading in the particular types of Contracts contemplated, as set out in the PDS. 您确认，在您指示我们代表您签署任何合同时，根据 PDS 的规定，您已经对是否适合从事特定类型的合同进行了评估。

8.4 Other Assurances and Guarantees 其他保证和担保

The Client assures and guarantees that: 客户保证和担保:

- (a) The funds to be deposited by the Client to fund his/her account belong to the Client and are free of any lien, charge, pledge or other encumbrance. 客户存入账户的资金属于客户，没有任何留置权，押记，抵押或其他产权负担。
- (b) The funds are not the direct or indirect proceeds of any illegal act or omission or product of any criminal activity and the Client acts for his/herself and is not a representative or trustee of a third Person. 这些资金不是任何违法行为或任何犯罪活动产品的直接或间接收益，客户行为代表自己，并不是第三人的代表或受托人。
- (c) The Client guarantees the authenticity and validity of any document sent to ROCKFORT Markets during the account opening process and the life of the

trading account. 客户保证在开户过程中发送给 ROCKFORT Markets 的任何文件的真实性和有效性以及交易账户的有效期。

The Client accepts that the funds shall be deposited in his/her trading account only if ROCKFORT Markets is satisfied that the sender of the funds is the client his/herself. If ROCKFORT Markets is not satisfied as to the above, then ROCKFORT Markets has the right to reject the funds and can neither guarantee the receipt, nor the return of third party payments. 客户同意，只有在 ROCKFORT 市场确信资金的发送人是他/她的客户时，资金才会存入他/她的交易账户。如果 ROCKFORT Market 不确定以上状况，ROCKFORT Market 有权拒绝资金，既不提供收据外，也不退还付款。如果 ROCKFORT Markets 对上述内容不满意，那么 ROCKFORT Markets 有权拒绝这些资金，既不能保证收款，也不能保证第三方支付的返还。**8.5 Financial Conditions 财务状况**

The Client represents and warrants that his/her financial condition is sound. Before starting to conduct OTC transactions, the Client understands and has very carefully considered the risks associated in trading in the OTC market and he/she is financially able to bear such risks and withstand any losses incurred. 客户表示并保证其财务状况良好。在开始进行场外交易之前，客户需了解和非常仔细的考虑场外市场交易中交易的风险，并且他/她在财务上可以承担这些风险和由此产生的任何损失

8.6 Market Risk Hedging 市场风险对冲

ROCKFORT Markets may take the opposite position to the Client under a Contract. Where this occurs, ROCKFORT Markets will benefit financially if the market moves against the Client's position under the Contract, and ROCKFORT Markets will incur a loss if the market moves in the Client's favour. ROCKFORT Markets determines whether to take the opposite position to a client based on a range of factors, including a Client's trading history. ROCKFORT Markets has processes and procedures which ensure Clients are not disadvantaged where ROCKFORT Markets takes the opposite position. 根据合同，ROCKFORT Markets 可能采取与客户相反的立场。当发生这种状况，当市场与客户立场相反是，ROCKFORT Market 将在盈利。当市场与客户立场相向时，ROCKFORT Market 将承担损失。ROCKFORT Markets 根据一系列因素（包括客户的交易历史记录）决定是否采取与客户相反的立场。ROCKFORT 市场有流程和程序，确保客户在 ROCKFORT 市场处于相反位置时不处于劣势。

9. Client Money 客户资金

Unless otherwise indicated, ROCKFORT Markets will promptly deposit any Client Money into one or more segregated Client Money accounts held in a Client Bank Account, separate from House Money and operated in accordance with the Governing Legislation. ROCKFORT Markets will treat Client Money as belonging to the Client and it will not be available to satisfy any liability of ROCKFORT Markets. ROCKFORT Markets is not obligated to pay interest to the Client for the funds deposited. 除非另有说明，否则 ROCKFORT 市场将立即将客户资金存入客户银行账户中一个或多个分离的账户，并与房屋资金分开，按照管理法规进

行操作。ROCKFORT Markets 将客户资金视为属于客户，不承担任何责任。ROCKFORT Markets 没有义务为客户存入的资金支付利息。

9.1 Separation of Funds 资金分离

All money received from the Client or a Person authorised by the Client is held in trust in a separate Client Bank Account. The Client agrees and acknowledges that: 从客户或客户授权人收到的所有款项均托管在独立的客户银行账户中。客户同意并承认:

- (a) while Client Money is segregated from House Money, all Client funds are pooled together so an individual Client balance may not be protected if there is a default in the overall Client Bank Account balance; 当客户资金与房屋资金分开时，所有的客户资金都集中在一起，因此如果客户银行账户余额出现亏损 7 时，那么个人客户余额就可能无法得到保护。
- (b) subject to our compliance with the Governing Legislation, we may hold Client Money in bank and broker accounts in New Zealand as well as other countries (including pursuant to Authorised Hedging Activities); 在遵守管理法规的前提下，我们可以将客户资金存入新西兰及其他国家的银行和经纪账户（包括根据授权对冲活动）；
- (c) Client Money held outside of New Zealand may be subject to the jurisdiction of that territory and your rights may differ accordingly (and, where paid pursuant to Authorised Hedging Activities, it may no longer be afforded the protection of being held in trust); 在新西兰境外持有的客户资金可能受该领土的管辖，因此您的权利可能会有所不同（并且，如果根据授权对冲活动支付，则可能不再享有受托保护
- (d) in the event of insolvency or any other equivalent failure of that bank or broker, your money may be handled differently from the treatment which would apply if the money were held with a bank or broker in New Zealand; and 如果该银行或经纪人出现破产或任何其他同等失败情况，您的款项可能与新西兰的银行或经纪人持有的款项适用的待遇不同;和
- (e) subject to the Governing Legislation, if such an event arose ROCKFORT Markets is not responsible for the solvency, acts or omissions of any bank or other third party with which Client Money is held. 根据管理法规，如果发生此类事件，ROCKFORT Markets 不对任何持有客户资金的银行或其他第三方的偿付能力、行为或疏忽负责。

9.2 Authorised Deductions 授权扣款

The Client agrees that ROCKFORT Markets is authorised to: 客户同意 ROCKFORT Market 有权:

- (a) Withdraw, deduct or apply any amounts payable by the Client to ROCKFORT Markets and/or any associate of ROCKFORT Markets from Client Moneys held in any Client Bank Account or invested by ROCKFORT Markets, including, without limitation, making a payment for, or in connection with, the margining, adjusting or settling of dealings on Contracts entered into by the Client, or the payment of finance charges, commissions, fees, or interest to ROCKFORT Markets with all such amounts belonging to ROCKFORT Markets; 撤回、扣除或将客户应付给 ROCKFORT 市场的任何款项，和(或)客户的银行帐户中任何与 ROCKFORT Market 有关联的资金的或由

ROCKFORT 市场投资，包括但不限于就客户签订的合约的保证金，调整或结算交易作出或与之相关的付款，或以 ROCKFORT Markets 的所有金额支付 ROCKFORT Markets 的财务费用，佣金，费用或利息；

- (b) Use the funds in the Client Bank Account to manage ROCKFORT Markets' dealings with counterparties with respect to client positions (including through Authorised Hedging Activities). These counterparty accounts will also be afforded the same segregation protection as mentioned above; 使用客户银行账户中的资金管理 ROCKFORT Markets 与客户交易（包括通过授权对冲活动）。这些交易对手的账户也将提供如上所述的隔离保护；
- (c) Retain all interest earned on Client Money held in Client Bank Accounts; and 保留客户银行账户中持有的客户资金赚取的所有利息；和
- (d) Withdraw amounts from the Client Bank Accounts otherwise as provided in the Governing Legislation. 否则按照管理法规的规定从客户银行账户提取款项。

9.3 Debts 债务

If you hold more than one Account with ROCKFORT Markets, we may treat your accounts in aggregate for the purposes of satisfying your obligations to pay us any debit balance. This means any credit balance, including money deposited as Margin on one account may be used to discharge debts on another. ROCKFORT Markets does not aggregate Accounts for the purpose of calculating your margin level or stop loss balance. 如果您在 ROCKFORT Market 有多个账户，我们可能将您的账户汇总，以满足您支付我们任何借方余额的义务。这意味着任何贷方余额，包括作为保证金存入一个账户的资金都可能用于偿还另一账户的债务。ROCKFORT 市场并不是为了计算你的保证金水平或止损平衡而汇总账户。

9.4 Reconciliations and shortfalls 对账和不足

We will comply with our obligations in respect of reconciliations and our responsibilities in respect of any shortfall in the Client Bank Account balances in accordance with the Governing Legislation. 我们将遵守我们在对账方面的义务，并根据管理法规，对客户银行账户余额的任何不足承担责任

9.5 Reporting 报告

We will report to you on Client Money held pursuant to this Agreement in accordance with the Governing Legislation. By signing the Application Form, you agree that we may provide you with ongoing Confirmation Information through an electronic facility (including through the online platform) and / or by email. 根据管理法规，我们将根据本协议向您报告客户的资金。通过签署申请表格，您同意我们可以通过电子设备(包括通过在线平台)和/或电子邮件向您提供正在进行的确认信息。

10. Margin 保证金

10.1 Requirement for margin 保证金要求

The Client acknowledges and agrees that: 客户确认并同意:

- (a) the Client shall hold sufficient margin on his/her account, as advised by ROCKFORT Markets to the Client from time to time; 正如 ROCKFORT Markets 不时向客户建议的那样，客户因在其账户上持有足够的保证金;
- (b) ROCKFORT Markets may change its margin requirements at any time (including to align with the market conditions) in its absolute discretion, and may amend or introduce any other requirements for the payment of money or provision of security in the future; ROCKFORT Markets 可随时改变其保证金要求(包括与市场条件相符合)，并可以修改或引入未来支付货款或提供担保的其他要求;
- (c) the amount of the margin may be higher or lower than that required by other institutions in the same industry; 保证金金额可能高于或低于同行业其他机构要求的金额;
- (d) although ROCKFORT Markets is not obliged to make margin calls, the Client may receive a margin call from ROCKFORT Markets to deposit additional funds if the margin in the Client's account concerned is too low and/or falls below the minimum margin requirements set by ROCKFORT Markets from time to time; 尽管 ROCKFORT Markets 没有义务进行保证金追缴，但如果客户账户的保证金太低或低于 ROCKFORT Market 不时设定的最低保证金要求，客户可能会收到 ROCKFORT Markets 追加保证金的呼叫。
- (e) if ROCKFORT Markets makes a margin call, the Client acknowledges that ROCKFORT Markets may refuse any request to enter into any further Contracts (other than to close out any existing Contracts) until ROCKFORT Markets has confirmed receipt of the additional margin in cleared funds; 如果 ROCKFORT Markets 发出追加保证金通知，客户承认 ROCKFORT Markets 可以拒绝其进入任何其他合约的请求（除关闭任何现有合约之外），直至 ROCKFORT Markets 确认收到已清算资金的额外保证金;
- (f) whilst holding an open position in Contracts, the Client will provide ROCKFORT Markets with contact information which can be used to contact the Client at all times; 当持有开放性合同时，客户将向 ROCKFORT Markets 提供可用于随时与客户联系的联系信息;
- (g) if ROCKFORT Markets requires additional margin, the Client shall immediately meet all the requirements in the notice of margin calls with the deposit method required by ROCKFORT Markets; 如果 ROCKFORT Markets 要求额外保证金，客户应立即满足 ROCKFORT Markets 要求的存款方式在保证金追缴通知中的所有要求;
- (h) ROCKFORT Markets has the right to liquidate any or all open positions in Contracts whenever the minimum margin requirement is not maintained and this may result in the Client's Contracts being closed at a loss for which the Client will be liable; 在不能维持最低保证金要求的情况下，ROCKFORT Market 有权对合同中任何或所有开放性合同进行清算，这可能导致客户的合同被关闭，而客户将为此承担责任;
- (i) the time by which the Client must pay any amount called is of the essence; 客户的支付时间非常重要;
- (j) failure by you to pay any amount called at the time stipulated by us will be a Default Event; 未按我们规定的时间支付将是违约事件;

- (k) where a margin call is made on a Contract and the amount called has not been received in cleared funds, ROCKFORT Markets may pay into the Client Bank Account (as an advance bearing interest and due and owing by you to us subject to the terms of this Agreement): 如果在合同中有追加保证金通知, 而未在结算资金中收到金额, 则 ROCKFORT 市场可向客户银行账户支付(作为预付的利息, 并由你方根据本协议的条款向我们支付):
- (ix) an amount of money not less than the lesser of the Client's liability under the margin call and the amount which ROCKFORT Markets would be obliged to call on the Client at the date the margin call was made; and 金额不可少于客户最低保证金的金额, 并且 ROCKFORT Market 有义务再追缴保证金之日通知客户;
 - (x) any amount arising as a result of debit balances from realised losses or otherwise,
and ROCKFORT Markets may withdraw those sums in accordance with Governing Legislation; 因亏损或其他原因而产生的借方余额导致的任何金额, ROCKFORT Markets 可以根据适用法律撤销这些款项;
- (l) positions in your Account may be closed automatically if the equity in your Account has been reduced due the unrealised losses on the open positions in your Account, and you may not be given any warning or receive any margin calls prior to the position(s) being closed; 如果你银行里的资产因为亏损而减少, 那你的账户也许会被自动关闭, 并且你可能不会收到任何警告或任何追加保证金的通知;
- (m) the Client will only be entitled to a refund of a margin (in part or full), once the Client's obligations under this Agreement are satisfied in full (although ROCKFORT Markets may, in its sole discretion, allow the Client to withdraw from the Client's Account any excess margin in the Client's Account); 一旦客户在本协议项下的义务得到全部满足, 客户将只有权获得保证金退款(部分或全额)(尽管 ROCKFORT Markets 可自行决定是否允许客户提取账户中任何超额保证金)
- (n) any decision by ROCKFORT Markets as to the amount and the time for payment of a margin call will be final and binding on the Client; ROCKFORT Market 对保证金通知的金额和支付时间的任何决定将是最终的, 并对客户有约束力;
- (o) the Client's liability in respect of margin calls is not limited to the amount, if any, deposited with ROCKFORT Markets; and 客户对保证金追缴的责任不限于存入 ROCKFORT Markets 的金额(如有);和
- (p) ROCKFORT Markets shall not be held responsible for Account losses from automatic liquidation of open position caused by insufficient margin. ROCKFORT Market 不应对因保证金不足导致自动清算平仓负责

10.2 Use of margin and forced liquidation 利用保证金和强制平仓

The Client cannot use margin deposited in response to a margin call to establish new positions. The Client agrees to bear all the losses which arise from forced liquidation due to not fulfilling the requirement for paying additional margin and which may exceed the Client's initial margin, i.e., all the capital in the account. ROCKFORT Markets may, at any time and in accordance with the provisions hereof, force the closure of Client positions; even if ROCKFORT Markets does not

exercise such right, it shall not mean ROCKFORT Markets waives such right. 客户不能使用保证金回拨保证金来建立新的定位。委托人同意承担因未履行支付额外保证金而导致的被迫清算所造成的一切损失，并可能超出客户的初始保证金，例如，账户上的所有资金。ROCKFORT Marekt 可以在任何时候，根据本协议的规定，强制关闭客户的状态。即使 ROCKFORT Markets 不行使这种权利，也不意味着 ROCKFORT Markets 放弃这种权利。

10.3 Ability to liquidate 清算能力

ROCKFORT Markets has the right to liquidate any or all-open positions whenever the minimum margin requirement is not maintained and this may result in the Client's Contracts being closed at a loss for which the Client will be liable.

ROCKFORT Markets shall not be held responsible for Account losses from automatic liquidation of open position caused by insufficient margin. 在最低保证金要求不能被维持的情况下，ROCKFORTMarket 有权对任何或所有开放性合约进行清算，这可能导致客户的合同因客户将承担的损失而被关闭。由于保证金不足导致自动清算，ROCKFORT Markets 不承担责任

10.4 Clearance of margin deposits 清算保证金存款

The Client accepts that the new margin deposits and additional margin deposits shall be deposited in his/her trading account after the funds have been cleared, net of any transfer fee or other charges incurred by ROCKFORT Markets. 客户同意，新的保证金存款和额外保证金存款应在资金清算后存入其交易账户，并扣除 ROCKFORT Markets 的任何转账费用或其他费用。

11. Withdrawals from Client Account 从客户账户提款

The Client may withdraw, at any time, any part of the funds equal to the free margin that is available in the relevant trading account provided that there are funds available. Such requests normally take up to three (3) business days to be processed, but could take longer. ROCKFORT Markets reserves the right to request additional information and/or documentation to satisfy that the withdrawal request is legitimate, and to delay processing a request until that information and / or documentation is received to its satisfaction. Furthermore, ROCKFORT Markets reserves the right to reject such request if it reasonably believes that this may not be legitimate. 客户可随时提取相关交易账户中可用的不受约束的保证金，前提是有可用资金。此类请求通常需要三（3）个工作日才能处理，但可能需要更长时间。ROCKFORT Markets 保留要求提供额外信息和/或文件的权利，以确保提款请求是合法的，并延迟处理请求，直到收到满意的信息和/或文件为止。此外，如果 ROCKFORT Markets 有理由相信这可能不合法，ROCKFORT Markets 保留拒绝此类请求的权利。

12. Amounts owed to ROCKFORT Markets 欠 ROCKFORT Markets 的款项

12.1 Payments of amounts owing 支付欠款

You must pay all fees, Margins, spreads, interest and any other amounts due under this Agreement on demand by us in cleared funds, and in such currency as

we may require or determine, or otherwise as required by the terms of this Agreement. 您必须支付所有费用，保证金，差价，利息和本协议项下到期的任何其他应付金额，并以我们可能要求或决定的货币，或者按照本协议条款的要求计算。

12.2 No set-off by Client etc 客户不设抵销等

All payments by the Client under this Agreement are to be made without any set-off by the Client, counterclaim or condition and without any deduction or withholding for any tax or any other reason unless the deduction or withholding is required by applicable law. If the Client is required to make a deduction or withholding in respect of tax from any payment to be made or if ROCKFORT Markets is required to pay any tax in respect of any payment made in relation to this Agreement at the Client's request then the Client indemnifies ROCKFORT Markets against that tax and agree to pay to ROCKFORT Markets an additional amount to ensure ROCKFORT Markets receives an amount (after payment of any such deductions) that is equal to the full amount ROCKFORT Markets would have received had a deduction or withholding or payment of tax not been made. 客户在本协议项下支付的所有款项均不得由客户进行任何抵消，反索赔或条件，并且没有任何税收或任何其他理由的扣除或预扣，除非适用法律要求扣除或预扣。如果客户被要求对任何付款进行税收扣减或预扣税，或者如果 ROCKFORT Markets 根据客户的要求支付与本协议相关的付款的任何税款，那么客户应该对 ROCKFORT Market 提供该税款的赔偿，并同意支付给 ROCKFORT Market 额外的金额去确保 ROCKFORT Market 收到的金额(扣除任何此类扣款后)，等于 ROCKFORT Markets 收到的扣除或预扣税或未支付税款的金额。12.3 Rollover interest 滚动利息

- (a) ROCKFORT Markets is entitled to interest payable daily by the Client in respect of a borrowing by the Client of the currency to be received by the Client under a Contract until the date that the Contract is closed out in accordance with this Agreement, at the rate set by us from time to time. ROCKFORT Markets 有权根据客户在合同中的货币借款收取每日利息，直至按照本合同关闭合同的日期，按我们不时设定的利率计算。
- (b) The Client may be entitled to interest payable daily by ROCKFORT Markets in respect of a borrowing by ROCKFORT Markets from the Client of the currency to be received by the Client under a Contract until the date that the Contract is closed out in accordance with this Agreement, at the rate set by us from time to time. 客户有权根据 ROCKFORT Market 向客户合同中的货币借款收取每日利息，直至按照本合同关闭合同的日期，按我们不时设定的利率计算。
- (c) Interest payments will be settled by ROCKFORT Markets on each day by debiting or crediting the Client's Account with the daily interest rate differential between the amount of interest payable by the Client under the Contract and the amount of interest payable by ROCKFORT Markets to the Client under the Contract. 利息的支付，将根据客户在合同中应付的利息金额与 ROCKFORT Markets 在合同中应付给客户的利息金额之间的每日利率差额，由 ROCKFORT Markets 每天借记或贷记到客户账户。

- (d) In the event that there is insufficient margin in the Client's Account to meet the amount of the daily interest rate differential (if any) payable by the Client under the Contract, the Client acknowledges that any amount due under this clause is a debt due and owing by the Client to ROCKFORT Markets in respect of which default interest will accrue and be payable in accordance with clause 12.5. 如客户账户的保证金不足以支付客户根据合约应付的每日利率差额（如有），客户承认，本条款规定的任何金额都是由于客户对 ROCKFORT 市场所欠的债务，而该客户的违约利息将按照第 12.5 条的规定支付。
- (e) In debiting or crediting interest to your Account, we may charge or pay you interest at a rate different to the interest rate which we are charged or paid on equivalent borrowings of foreign currency by a bank and may retain the difference. 在借记或贷记您的账户的利息时，我们向您收取或支付的利率，可能不同于我们通过银行以等值外币借贷收取或支付的利率，并保留差额。

12.4 Default interest 拖欠利息

The Client agrees to pay default interest and ROCKFORT Markets is entitled to charge against the Client's Account interest (before as well as after judgment) on any amount due to be paid to ROCKFORT Markets by the Client under this Agreement, from the date the amount becomes due until the date the amount together with interest under this clause is paid in full. Default interest will be calculated daily and compounded monthly at ROCKFORT Markets' standard rates as notified to the Client by ROCKFORT Markets (including by publication on ROCKFORT Markets' website) from time to time. 客户同意支付拖欠的利息，并根据本协议，ROCKFORT Markets 有权从客户账户利息（事前和事后）收取客户对 ROCKFORT Market 因支付的费用，从金额到期之日起计算，直到该条款中的金额和利息全额支付为止。拖欠的利息将按照 ROCKFORT Markets 不时的通知客户的标准费率，每日和每月复合计算，（包括通过 ROCKFORT Markets 网站上的发表）。12.5 Payment of other amounts 其他支付金额

The Client agrees to pay to ROCKFORT Markets: 客户同意支付 ROCKFORT Market:

- (a) commissions, brokerages, fees, taxes (both direct and indirect, other than tax on our income) and charges in connection with Contracts at such rates as we determine from time to time and notify to you in writing from time to time; and 佣金、经纪商、费用、税金(直接和间接的，不包括我们的收入税)和按照我们不时确定的费率与合同有关的费用，并不时以书面形式通知您;和
- (b) all amounts incurred by ROCKFORT Markets as a result of the Client's default under the terms of this Agreement (including without limiting the generality of the foregoing all legal costs and expenses on a solicitor/client basis). 在本协议条款下，因客户违约导致 ROCKFORT Markets 产生的所有金额（包括但不限于以律师/客户为基础的上述所有法律费用和一般性开支）。

13. Acknowledgment of use of E-mail Address 确认使用电子邮件地址

ROCKFORT Markets' primary method of communicating with clients is via e-mail. To hold an account with ROCKFORT Markets you must have a valid e-mail

address. When opening an account, the Client shall provide ROCKFORT Markets with a valid e-mail address. If there is any change in the Client's e-mail address, the Client shall notify ROCKFORT Markets immediately. ROCKFORT Markets 与客户沟通的主要方法是通过电子邮件。要在 ROCKFORT Markets 持有有一个账户，您必须拥有一个有效的电子邮件地址。客户开户时，应向 ROCKFORT Markets 提供有效的电子邮件地址。如果客户的电子邮件地址有任何变化，客户应立即通知 ROCKFORT Markets。

14. Liability and indemnities 责任和赔偿

14.1 ROCKFORT Markets' duties ROCKFORT Markets 的职责

ROCKFORT Markets shall, at all times, conclude Client's transactions in good faith. We will, in exercising any powers or performing any duties in relation to the services provided under our Derivatives Issuer Licence, exercise the care, diligence, and skill that a prudent licensee for that service would exercise in the same circumstances. 无论在任何时候，ROCKFORT Markets 都应真诚地结束客户的交易。我们将行使权力或履行与我们的衍生产品发行人许可证项下提供的服务有关的任何义务，行事小心，勤奋，并且被许可人可以在相同情况下行使该项服务

14.2 ROCKFORT Markets' ability to contract out ROCKFORT Markets 的外包能力

- (a) If we contract out any of our functions in providing the service, we must take all reasonable steps to: 如果我们将提供该服务的任何职能外包出去，我们必须采取一切合理步骤：ensure that those functions are performed in the same manner, and are subject to the same duties and restrictions, as if we were performing them directly; and 确保这些职能以同样的方式执行，并受到相同的职责和限制，就象我们直接执行这些职能一样;和
- (b) monitor the performance of those functions 监测这些职能的执行情况

14.3 Limitation of liability 责任范围

Otherwise, ROCKFORT Markets bears no responsibility for any acts or omissions concluded by a natural or legal Person that provides ROCKFORT Markets with information in relation to the execution of the Client's transaction in financial instruments, unless such acts or omissions were the result of negligence or fraud on behalf of ROCKFORT Markets or ROCKFORT Markets is required to do so by law or under its Derivatives Issuer License. ROCKFORT Markets bears no responsibility for any loss of opportunity that results in reduction in the value of the Client's transactions in financial instruments, regardless of the cause of such reduction, except to the extent that reduction occurred as a direct consequence of ROCKFORT Markets' deliberate actions or omissions. ROCKFORT Markets bears no responsibility for any loss incurred as a result of the acts or omissions of the institution or its employees, including but not limited to instances of false or misleading information provided by the Client. In addition, ROCKFORT Markets shall not be held liable for or required to make compensation for the losses arising from: 否则，对于 ROCKFORT Markets 提供有关执行客户金融工具交易信息的自然人或法人达成的任何行为或疏忽，ROCKFORT Markets 不承担任何责任，除非该等行为或疏忽是代表 ROCKFORT 市场或 ROCKFORT 市场

的疏忽或欺诈的结果，否则根据法律或其衍生品发行者的许可要求，ROCKFORT 市场必须这样做。对于导致客户金融工具交易价值下降的机会损失，ROCKFORT Markets 不承担任何责任，不论此类减少的原因如何，除非是 ROCKFORT Markets 故意的行为或遗漏的直接后果导致了减少。对于由于机构或其员工的行为或遗漏而导致的任何损失（包括但不限于客户提供的虚假或误导性信息），ROCKFORT Markets 不承担任何责任。此外，ROCKFORT 市场不对由此产生的损失负责或要求赔偿：

- (a) the actions, errors or omissions of the Client or authorised Persons; 客户或授权人员的行为，错误或遗漏；
- (b) any forged signature or forged documents or unauthorised signatures on accounts or documents related to this Agreement; or 与本协议有关的账户或文件上的任何伪造签名或伪造文件或未经授权的签名；或
- (c) any delayed, incorrect or incomplete instructions given by the Client. 客户提供的任何延迟，不正确或不完整的指示。

14.5 Indemnification 保障

The Client shall indemnify, or indemnify on demand, ROCKFORT Markets for any losses, costs, expenses or damages caused directly or indirectly by: 客户应根据需要对 ROCKFORT Markets 直接或间接造成的任何损失，成本，开支或损害进行赔偿或提供赔偿：

- (d) the Client's breach of the Agreement; 客户违反协议；
- (e) false or misleading information provided by the Client to ROCKFORT Markets; and / or 客户向 ROCKFORT Markets 提供的虚假或误导性信息；和/或
- (f) any representations, warranties, assurances, or undertakings given pursuant to clause 8 being incorrect. 根据第 8 条提出的任何声明、保证、担保或承诺不正确。

15. Default Events and termination 违约事件和终止

15.1 Default Events 违约事件

Whether or not it is within the Client's control, a Default Event will occur if: 无论是否在客户的控制范围内，如果出现以下情况，将被默认：

- (a) the Client fails to pay amounts payable to ROCKFORT Markets when they become due pursuant to the terms of this Agreement; 客户未能根据本协议的条款向 ROCKFORT Markets 支付应付金额；
- (b) the Client fails to perform and comply with any obligation under or arising pursuant to this Agreement or any Contract, or pursuant to the settlement of any Contract; 客户未能履行或遵守本协议或任何合同下的任何义务，或根据任何合同的解决；
- (c) any representation made by or on behalf of the Client is incorrect or misleading in any material way with the result that loss or damage is, or is likely to be, suffered by ROCKFORT Markets; 客户或代表客户的行为做出不正确或具误导性的任何方式，导致 ROCKFORT Markets 遭受或可能遭受损失或损害；

- (d) the Client becomes Insolvent; 客户破产;
- (e) the Client becomes subject to a recommendation by the Financial Markets Authority or Reserve Bank of New Zealand to the relevant Minister supporting the appointment of a statutory manager or are declared at risk pursuant to the Corporations (Investigation and Management) Act 1989; 客户须遵守新西兰金融市场管理局或新西兰储备银行向有关部长提出的建议, 支持任命法定经理或根据 1989 年公司 (调查和管理) 法案宣布风险;
- (f) the Client imposes a moratorium on payments to creditors, stops payment of its debts or ceases or threatens to cease carrying on business; 客户将延迟付款给债权人, 停止偿还债务或停止或威胁停止业务;
- (g) any security interest binding on the Client or its assets becomes enforceable and the holder of the security interest takes steps to enforce its security; 对客户或其资产具有约束力的任何担保权益可强制执行, 担保权益持有人采取措施强制执行其担保;
- (h) the Client defaults on any of its indebtedness; 客户拖欠的债务;
- (i) the Client, being a natural Person, dies or become of unsound mind or the Client or its estate is liable to be dealt with in any way under the law relating to mental health; 客户作为自然人死亡或身心不健全, 或者客户或其财产受到与精神健康有关的法律处理;
- (j) the Client or its business become subject to any investigation by any financial products exchange or regulatory authority in any part of the world; 客户或其业务受世界任何地区的金融产品交易所或监管机构的调查
- (k) any guarantee or other security provided by the Client to ROCKFORT Markets is, without the consent of ROCKFORT Markets, withdrawn or becomes ineffective; 客户向 ROCKFORT 市场提供的担保或其他保证, 未经 ROCKFORT 市场同意, 撤回或失效;
- (l) in the absence of the Client making alternative arrangements acceptable to ROCKFORT Markets, the Client is not contactable by ROCKFORT Markets within any consecutive period of 24 hours in order for ROCKFORT Markets to obtain instructions or to give the Client notice of a margin call. 在客户没有做出 ROCKFORT Markets 可接受的替代安排的情况下, 客户在 24 小时内不能与 ROCKFORT Markets 联系, 以便 ROCKFORT Markets 获得指示或向客户发出保证金通知。

15.2 ROCKFORT Markets' powers on Default Event occurring ROCKFORT Markets 在违约事件上的权力

Upon a Default Event occurring (or at any time afterwards), ROCKFORT Markets may, without prejudice to any other rights it may have and without giving prior notice to the Client, take any action, or refrain from taking action, which it considers reasonable in the circumstances in connection with Contracts. Without limiting the generality of the foregoing, ROCKFORT Markets may do any one or more of the following: 在发生违约事件时 (或之后任何时候), ROCKFORT Markets 可以在不影响其可能拥有的其他权利的情况下, 在不事先通知客户的情况下, 采取行动或采取其认为合理的与合同有关的行动。在不限上述一般性的情况下, ROCKFORT Markets 可以执行以下任何一项或多项操作:

- (g) terminate this Agreement; 终止本协议;
- (h) close out all or any Contracts with ROCKFORT Markets, or enter into one or more transactions to effect the close out of one or more open positions under any Contracts, without further notice to the Client; 关闭所有或任何与 ROCKFORT Markets 的合约，或进行一项或多项交易，以实现合约下一个或多个未平仓合约，而无需另行通知客户;
- (i) treat all or any Contracts as being wrongfully determined by the Client, whereupon ROCKFORT Markets will be entitled to debit from your Account liquidated damages of an amount equal to any realised loss (and you acknowledge that such liquidated damages are a genuine pre-estimate of ROCKFORT Markets' loss); 将所有或任何合约视为由客户错误决定，因此 ROCKFORT Markets 有权从您的账户中扣除相当于任何已实现损失金额的违约金（您承认此类违约金是对 ROCKFORT Markets 损失的真实预估）;
- (j) satisfy any obligation the Client may have to ROCKFORT Markets out of any property, money or security belonging to the Client in ROCKFORT Markets' custody or control and for that purpose to enforce at the Client's expense any asset or security held by ROCKFORT Markets in such manner as it sees fit; 满足客户在 ROCKFORT Markets 托管或控制下的财产，货币或在 ROCKFORT Markets 监管下属于客户的安全或控制，并为此目的，由客户承担由 ROCKFORT Markets 持有的任何资产或担保以其认为合适的方式;
- (k) exercise any other power or right which ROCKFORT Markets may have under this Agreement or perform any other obligations arising under this Agreement, in any such case at the Client's expense; or 行使 ROCKFORT Markets 根据本协议可能拥有的任何其他权力或权利，或履行本协议下产生的任何其他义务，在此类情况下由客户承担费用;或者
- (l) take such other action as a reasonably prudent derivatives issuer would take in the circumstances to protect the personal obligation incurred when dealing on the Client's behalf,

and the Client must account to ROCKFORT Markets as if those actions were taken on the Client's instruction, and, without limitation, the Client is liable for any deficiency and the Client is entitled to any surplus which may result. 以合理谨慎的衍生品发行者为例，在这种情况下，为了保护代表客户交易时产生的个人义务，并且客户必须向 ROCKFORT 市场解释，就好像这些行为是根据客户的指示进行的一样，并且客户有权对任何不足承担责任，客户有权获得任何可能产生的盈余。

15.3 ROCKFORT Markets' discretion ROCKFORT Markets 的自由裁量权

Any sale, purchase or other action authorised under this clause may be made at ROCKFORT Markets' absolute discretion and in any manner. A prior demand or call, or prior notice of the time or place of sale of purchase or other action will not be considered a waiver of ROCKFORT Markets' right to sell or buy or take other action without demand or notice as herein provided. 根据本条款授权的任何销售，采购或其他行为都可以由 ROCKFORT Markets 以任何方式绝对酌情决定。事先需求或要求，或事先通知买卖或其他行为，将不会被视为放弃 ROCKFORT Markets 的出售或购买权或无需采取其他行动的权利或在此通知。

15.4 Client's continuing liability 客户的持续责任

The Client will at all times be liable for payment of any debit balance owing in the Client's Account(s) and in the event that the proceeds of any action taken by ROCKFORT Markets under this clause or this Agreement are insufficient for the payment of all of the Client's liabilities to ROCKFORT Markets, the Client will promptly pay, upon demand, the deficit, together with interest thereon at ROCKFORT Markets' standard rate (as notified to the Client) from time to time and all costs of collection or enforcement or other action taken by ROCKFORT Markets hereunder (including reasonable legal fees on a solicitor and own client basis) and all other amounts due hereunder. 客户在任何时候都有责任支付客户账户中欠款的所有借方余额，并且如果 ROCKFORT Markets 根据本条款或本协议采取的任何行动所得款项不足以支付全部客户对 ROCKFORT Markets 的责任，客户将按要求立即支付以 ROCKFORT Markets 标准费率（已通知客户）为准的赤字和利息，以及 ROCKFORT Markets 在本协议下采取的所有收集或执行成本或其他行动以及本协议下的所有其他金额（包括律师和客户基础上的合理律师费）。

15.5 Value of terminated Contracts 终止合同的价值

If any transactions are terminated in accordance with this clause, ROCKFORT Markets will determine, in good faith and based on market quotations obtained by ROCKFORT Markets, the value as at the termination date in New Zealand dollars of that terminated transaction. 如果根据本条款终止交易，ROCKFORT Market 将以真诚和基于 ROCKFORT 市场所获得的市场报价，来确定该终止交易在终止日的新西兰元价值。

15.6 ROCKFORT Markets may set off ROCKFORT Market 可能抵销

After a Default Event has occurred, ROCKFORT Markets is are entitled to set-off any amount owed by ROCKFORT Markets to the Client under this Agreement against any amount owed by the Client to ROCKFORT Markets and in doing so may in its absolute discretion combine or consolidate the balances (including setting off debit and credit balances) in all or any of the Client's accounts with ROCKFORT Markets, in any order and at any time ROCKFORT Markets sees fit without prior notice to the Client. This clause does not have any effect on any other rights of set-off ROCKFORT Markets may have. 发生违约事件后，ROCKFORT Markets 有权根据本协议抵消客户向 ROCKFORT Markets 欠付的任何金额，并由 ROCKFORT Markets 根据其绝对酌情决定权合并或合并所有余额或客户在 ROCKFORT Markets 的任何账户（包括借记和贷方余额），无论任何顺序和任何时间，ROCKFORT Markets 认为合适则无需另行通知客户。此条款对 ROCKFORT Markets 可能拥有的任何其他抵消权利没有任何影响。

15.7 Foreign currency values 外币价值

Where a quotation or amount to be set-off under this clause is denominated in a currency other than New Zealand dollars, ROCKFORT Markets may convert that amount into New Zealand dollars using an exchange rate selected by ROCKFORT Markets in good faith. 如果根据本条款抵消的报价或金额以新西兰元以外的货币计价，ROCKFORT Markets 可以用 ROCKFORT Markets 真诚选择的汇率将该金额换算为新西兰元。

15.8 Delay not to prejudice rights 延迟不损害权利

ROCKFORT Markets will not lose any of its rights under this clause 15 by reason of any delay, and may exercise any such right at any time and in any manner. ROCKFORT 市场不会因任何延迟而丧失其在本条款第 15 项下的任何权利，并可在任何时间和任何方式行使此类权利。

16. Modifications to this Agreement 对本协议的修改

16.1 ROCKFORT Markets may amend Agreement ROCKFORT Markets 可能会修改协议

The Client agrees that ROCKFORT Markets may from time to time and at its discretion modify, delete or replace any terms of this Agreement or supplement any new terms. ROCKFORT Markets will notify the Client of such modifications or changes by publishing them on its website or via e-mail. Even if ROCKFORT Markets amends any part of the Agreement, ROCKFORT Markets and the Client will continue to be bound by the Agreement, including but not limited to any amendments that have been made. 客户同意 ROCKFORT Markets 可能不时并酌情修改，删除或替换本协议的任何条款或补充任何新条款。ROCKFORT Markets 将通过在其网站上或通过电子邮件发布这些修改或变更来通知客户。即使 ROCKFORT Markets 修改了部分协议，ROCKFORT Markets 和客户仍将继续受本协议的约束，包括但不限于已做出的任何修改。

16.2 No Waiver or Modification by Client 客户无放弃和修改权力

Any terms hereof cannot be waived or modified by the Client him/herself, unless the waiver or modification is in writing and jointly signed by the Client and ROCKFORT Markets. No communication or action of ROCKFORT Markets shall be interpreted as ROCKFORT Markets' waiver of its rights under this Agreement. 本协议的任何条款不得被客户本人放弃或修改，除非该等弃权或修改是书面的，并由客户和 ROCKFORT 市场共同签署。ROCKFORT Markets 的任何沟通或行动均不得解释为 ROCKFORT Markets 放弃其在本协议项下的权利。

17. Recording of Telephone Calls 电话录音

The content of any telephone calls between the Client and ROCKFORT Markets may be recorded and saved as electronic record. Recorded conversations may be used as substantive evidences of received instructions or communications. The Client agrees that ROCKFORT Markets has the right to use the telephone records, as it deems necessary, including but not limited to instances when a dispute arises between the Client and ROCKFORT Markets. The Client understands and agrees that ROCKFORT Markets regularly deletes such recorded conversations in accordance with its established business procedures and the Governing Legislation. All instructions received from the Client, during a telephone call, in relation to trading financial instruments shall be conclusive and binding. 客户与 ROCKFORT Markets 之间的任何电话通话内容可能被记录并保存为电子记录。记录的对话可以用作收到指令或通信的实质性证据。客户同意 ROCKFORT Markets 有权使用其认为必要的电话记录，包括但不限于客户

与 ROCKFORT Markets 之间发生争议的情况。客户理解并同意 ROCKFORT Markets 根据其既定的业务程序和管理立法定期删除此类记录的对话。从客户处收到的所有指示，在电话中，与交易金融工具有关，应具有决定性和约束力。

18. Privacy and disclosures 隐私和信息披露

ROCKFORT Markets maintains security practices to ensure the confidentiality of personal Client information provided during the account opening process. The Client acknowledges and agrees that: ROCKFORT Markets 维护安全措施以确保在开户过程中提供的个人客户信息的机密性。客户承认并同意：

- (a) ROCKFORT Markets may disclose the information collected from Clients to companies that perform marketing services on our behalf or to other financial institutions with which ROCKFORT Markets has joint marketing arrangements or any related corporate body of ROCKFORT Markets, whether they are located in New Zealand or in a foreign jurisdiction and any employees, agents, or other service providers of ROCKFORT Markets, including any entity involved in any restructure or transfer of ROCKFORT Markets' business; and ROCKFORT Markets 可能会将从客户收集的信息披露给代表我们执行营销服务的公司或与 ROCKFORT Markets 有联合营销安排的其他金融机构或 ROCKFORT Markets 的任何相关法人团体，无论他们是否位于新西兰或在外国司法管辖区以及 ROCKFORT Markets 的任何员工，代理商或其他服务提供商，包括参与 ROCKFORT Markets 业务的任何重组或转让的任何实体;和
- (b) ROCKFORT Markets may use Client information to further provide the Client with additional products or services, conduct market research, and/or comply with any regulatory or legal disclosure requirements (including to relevant regulators such as the Financial Markets Authority). ROCKFORT Markets 可能会使用客户信息进一步向客户提供额外的产品或服务，进行市场调查，和/或遵守任何监管或法律披露要求（包括相关监管机构，如金融市场管理局）。

19. Taxation 税收

19.1 Overview 概述

We provide the following information in relation to New Zealand taxation implications, which may arise for New Zealand tax resident for traders in foreign exchange and CFD's under the Income Tax Act 2007 (Tax Act). The implications of non-resident clients are not considered. This is general information and you should satisfy yourself of any tax implications and we recommend you seek your own taxation advice. 我们提供以下有关新西兰税收影响的信息，根据 2007 年所得税（税法），新西兰税务居民可能因外汇和差价合约交易而出现这种情况。不考虑非居民客户的影响。这是普遍信息，为满足了解关于您自己的税务影响，我们建议你寻求自己的税收建议。

19.2 Gains and losses from Foreign exchange and CFD trading 外汇和差价合约交易的收益和损失

The financial arrangements rules will generally apply to foreign exchange and CFD's. This means that any gain is likely to constitute assessable income and subject to tax. The treatment of losses will depend on the nature and individual circumstance of the taxpayer. For example, a New Zealand resident company is ordinarily allowed a deduction for expenses incurred under a financial arrangement, however there are exceptions. 财务安排规则通常适用于外汇和差价合约。这意味着任何收益都可能构成收入并纳税。损失的处理取决于纳税人的性质和个人情况。例如，新西兰居民公司通常可以扣除在财务安排下发生的费用，但也有例外。

19.3 Goods and Service Tax (GST) 商品及服务税(GST)

At the date of this Agreement no GST is applicable to foreign exchange and CFD trading. However, should this change you will be responsible for paying any tax and ROCKFORT Markets reserves the right to withhold funds to pay any taxes that become due. 在本协议签署之日，没有 GST 适用于外汇和差价合约交易。但如果发生这种变化，您将负责支付该税款，而 ROCKFORT Markets 保留扣留资金以支付任何到期税款的权利。

19.4 Tax deductions 免税

ROCKFORT markets is entitled to deduct or withhold from any payment made under this agreement or to credit to any account of a Client any tax required by law to be deducted or withheld from any such payment. ROCKFORT Market 在本协议下有权扣除或扣留任何付款，或贷记到客户账户中，用以扣除或扣留法律规定的税款。

19.5 FACTA 美国海外账户税务合规法案

The United States Foreign Account Tax Compliance Act (FACTA) was enacted to improve compliance with US tax law. Under subsequent intergovernmental agreement between the US and New Zealand financial institutions are required to collect certain information on US persons including their social security number. ROCKFORT Markets then forwards this information to the IRD on an annual basis and the IRD then forwards this information to the IRS in the United States. 美国的《海外账户税务合规法案》(FACTA)是为了改善美国税法的遵守情况而制定的。根据随后的美国和新西兰之间的政府间协议，金融机构需要收集美国人的某些信息，包括其社会安全号码。然后 ROCKFORT Markets 每年将这些信息转发给 IRD，然后 IRD 将这些信息转发给美国的 IRS。

20. Term and termination 期限和终止

20.1 Commencement and term 开始和任期

This Agreement shall commence on the date that ROCKFORT Markets accepts the Client's Application in accordance with clause 1.3 and continue in force until: 本协议自 ROCKFORT Markets 根据第 1.3 条接受客户的申请之日起生效，并继续有效，直至：

- (a) when ROCKFORT Markets receives a written or e-mail notice from the Client to terminate the Agreement; or ROCKFORT Markets 收到客户书面或电子邮件通知以终止本协议时;或
- (b) when ROCKFORT Markets provides the Client with a written or email notice to terminate the Agreement with effect from a date specified in that notice. ROCKFORT Markets 向客户提供书面或电子邮件通知以终止本协议时，自该通知中指定的日期起生效。

20.2 Termination 终止

The Client and ROCKFORT Markets may terminate this Agreement at any time (including where ROCKFORT Markets considers the Client to be a politically exposed person (within the meaning of the Anti-Money Laundering and Countering Financing of Terrorism Act 2009) or the Client does not provide any information reasonably requested by ROCKFORT Markets from time to time). Upon termination of this Agreement, ROCKFORT Markets will close out all Contracts. If any illegal activities are found in the account at any time, the Client must notify ROCKFORT Markets immediately. A termination shall become effective on the first settlement time after the closing on the same day when the notice is sent, provided that such notice will not affect any previously signed transactions and will not release any party from any obligations hereunder or the Client's responsibilities for any debts. 客户和 ROCKFORT Markets 可以随时终止本协议（包括 ROCKFORT Markets 认为客户是政治风险的人（在 2009 年“反洗钱和反恐融资法”的含义范围内），或者客户没有时不时的提供给 ROCKFORT Markets 合理要求的信息）。本协议终止后，ROCKFORT Markets 将关闭所有合同。在任何时候如果客户发现账户内有非法活动，客户必须立即通知 ROCKFORT Markets。终止应在发出通知之日起的第一个结算日起生效，该通知不影响先前签署的任何交易，不会释放任何一方的义务或客户的任何债务责任。

21. General 常规

21.1 Assignments of rights 权利的分配

Our successors (by merger, consolidation or otherwise) and assignees will have the benefit of this Agreement. We may assign to or take an assignment from any party of the benefit of this Agreement or any Contract or the balance of your Account. You acknowledge that you may not assign or transfer all or any part of your rights and benefit under this Agreement or any Contract without our prior written consent. 我们的继承人（通过兼并，合并或其他方式）和受让人将享有本协议的好处。我们可能转让或接受任何一方对本协议或任何合同或您账户余额的利益。您承认，未经我们事先书面同意，您不得转让或转让您在本协议或任何合同下的全部或部分权利和利益。

21.2 Consumer Guarantees Act 消费者保障法

If you are acquiring the services provided by us for the purposes of a business, you agree that, to the maximum extent permitted at law: 如果您正在为业务目的获得我们提供的服务，您同意在法律允许的最大范围内：

- (a) the conditions, warranties and guarantees of the Consumer Guarantees Act 1993 and any rights you may have which are implied by common law, statute or custom will not apply to this Agreement; 《1993 年消费者保障法案》的条件、保证和担保和普通法、法规或惯例所暗示的权利不适用于本协议;
- (b) you will not claim any of the remedies set out in the Consumer Guarantees Act 1993 from us. 你不会向我们索取 1993 年《消费者保障法案》所规定的任何补救措施。

21.3 Jurisdiction and governing language 管辖权和主导语言

This Agreement shall be governed by and construed in accordance with the laws of New Zealand. If this Agreement is provided to you in any language other than English, then please note that non-English document is for your information only and that the governing language of this Agreement and of any dispute arising hereunder is English. 本协议受新西兰法律管辖并根据新西兰法律解释。如果本协议以英文以外的任何语言提供给您，请注意，非英文文档仅供您参考，并且本协议的管辖语言以及由此产生的任何争议均为英文。

21.4 Severability 可分割性

Should any clause of this Agreement be or become illegal, invalid or unenforceable in any manner whatsoever, this shall not affect the remaining provisions of this Agreement. 如果本协议的任何条款以任何方式成为或变得非法，无效或无法执行，则不应影响本协议的其余条款。

22. Interpretation 解释

22.1 Defined terms 术语定义

Unless the context otherwise requires, in this Agreement: 除文意另有所指外，在本协议中：

Account means an account with ROCKFORT Markets established pursuant to this Agreement. Account 是指根据本协议建立的 ROCKFORT Markets 账户。

Agreement means the Client Agreement, comprising this agreement (including the Appendix), the Application Form, the PDS, and the details of each Contract entered into from time to time, and any other written agreement between you and us which we agree forms part of this Agreement, each as amended from time to time. Agreement 是指客户协议，包括本协议（包括附录），申请表，PDS 以及不时订立的每份合同的细节，以及您和我们之间的任何其他书面协议都是本协议的组成部分，每一项都不时修订。

Application Form means the application form provided by ROCKFORT Markets and signed by the Client applying to enter into this Agreement. **Application Form** 是指由 ROCKFORT Markets 提供，并由客户申请签署本协议的申请表。

Attorney means a Person who is not the Client but who has been appointed by the Client under a Power of Attorney form to act on your behalf on matters in connection with your Account. 律师是指非客户但由客户根据授权书格式指定的人员代表，在您的账户代表您利益行事。

Authorised Hedging Activity has the meaning given to that term in the FMCR. 授权的对冲活动在 FMCR 中有其含义。

CFDs means contracts for difference. CFDs 是指差价合约

Client, you, and your means the client named in the Application Form and in whose name the Account is held, where there is more than one Joint Client, means all or any of them as the context requires. Client, you 和 your, 意思是指申请表中指定的客户，以其名义持有的账户，如果有多个联合客户，则意味着所有或任何客户根据上下文的要求。

Client Bank Account means an account at a specified bank (as defined in the FMCR) that is in the name of ROCKFORT Markets and that is designated as a trust account. **Client Bank Account** 是指在指定的银行(在 FMCR 中定义的)的账户，该账户以 ROCKFORT Market 的名义，被指定为一个信托账户。

Client Money means a Client's derivatives investor money (as defined in the FMCR). **Client Money** 是指客户的衍生品投资者资金（如 FMCR 所定义）。

Confirmation Information means confirmation information in relation to derivatives, within the meaning of the FMCA and FMCR. Confirmation Information 是指在 FMCA 和 FMCR 的意义上与衍生品相关的确认信息。

Contract means a foreign exchange or CFD derivative (as defined in the FMCA) contract entered into between ROCKFORT Markets and the Client pursuant to the terms of this Agreement. **Contract** 是指 ROCKFORT Markets 与客户之间根据本协议条款订立的外汇或差价合约衍生工具（定义见 FMCA）合约

Default Event means any event described in clause 15.1. 违约事件是指第 15.1 节中描述的任何事件。

Derivatives Issuer Licence means a licence to act as a derivatives issuer in respect of a regulated offer of derivatives (as defined in the FMCA) issued under Part 6 of the FMCA. **Derivatives Issuer Licence** 是指根据 FMCA 第 6 部分发行的受规管衍生产品（定义见 FMCA），作为衍生品发行人的许可证。

FMCA means the Financial Markets Conduct Act 2013. FMCA 指 2013 年“金融市场行为法”。

FMCR means the Financial Markets Conduct Regulations 2014. FMCR 指 2014 年“金融市场行为规则”

FOREX means spot foreign exchange. FOREX 指即期外汇

Governing Legislation means all laws and regulations applicable to ROCKFORT Markets as a derivatives issuer, including the FMCA, FMCR, and compliance by ROCKFORT Markets with its Derivatives Issuer Licence, at the relevant point in time. Governing Legislation 是指适用于 ROCKFORT Markets 作为衍生品发行人的所有法律法规，包括 FMCA，FMCR 以及 ROCKFORT Markets 在相关时间点遵守的衍生品发行人许可。

ROCKFORT Markets, we, our, or us means ROCKFORT Markets Limited (company number 5821427, FSP number FSP509766). ROCKFORT Markets, we, our 或 us 的意思是 ROCKFORT Markets Limited (公司编号 5821427, FSP 编号 FSP509766)。

House Money means money held by or for ROCKFORT Markets on its own account. House Money 是指由 ROCKFORT Markets 自行持有或为 ROCKFORT Markets 持有的资金。

Insolvent means insolvent (or unable to pay indebtedness as it falls due), bankrupt, in liquidation, receivership or statutory management, under administration or reconstruction, struck off or removed from the register under the Companies Act 1993, wound up, dissolved, subject to any assignment for the benefit of creditors or subject to any arrangement or compromise with creditors, or any equivalent status or subject to any equivalent process in any jurisdiction and **insolvency** has the corresponding meaning. **Insolvent** 是指资不抵债（或无法偿还到期债务），破产，清算，接管或法定管理，在管理或重建下，根据“1993 年公司法”从登记册上除名或删除，清盘，解散，为债权人的利益而进行任何转让，或与债权人作出任何安排或妥协，或任何同等地位或在任何司法管辖权和资不抵债的情况都有相应的意义。

Joint Client has the meaning given to that term in clause 8.1(g). Joint Client 在第 8.1(g)条中赋予该术语的含义。

OTC means over-the-counter. Over-the-counter derivatives are contracts directly entered into between two parties and which are not traded on any exchange. OTC 是指场外交易。场外衍生工具是双方直接签订的合约，并不在任何交易所进行交易

PDS means the product disclosure statement for the Contracts, as replaced or supplemented from time to time. PDS 是指合同的产品披露声明，不时更换或补充

Person includes any individual, firm, limited partnership, company, corporation, association of persons (corporate or not), trust, government agency (in each case whether or not having separate legal personality). 个人包括任何个人，公司，有限责任合伙公司，公司，法人团体，人员协会（公司或非公司），信托，政府机构（无论是否具有独立法人资格）。

Risk Warning Statement means the risk warnings set out in the Appendix to this Agreement. 风险警告声明是指本协议附录中列出的风险警示

Underlying Asset means, in relation to any Contract, the underlying commodity, asset, or index that is the subject of the Contract. 标注的资产意思是，就任何合约而言，标注的商品，资产或指数，是合同的主体。

22.2 Interpretation of provisions 规定的解释

Unless the context otherwise requires, in this Agreement: 除文意另有所指外，在本协议中：

- (a) References to a **clause** is to a clause of this Agreement. (a)对条款的引用是本协议的条款。
- (b) All other terms used in this Agreement which are defined in Governing Legislation have the same meaning as in Governing Legislation, and in the event any term has more than one meaning in Governing Legislation, we will determine which meaning will apply in the particular circumstances. 本协议中使用的所有适用于管理法规的其他条款，与管理法规的含义相同，如果任何条款在管理法规中有多于一个以上的含义，我们将决定在特定的情况下适用什么意义。
- (c) Headings are for convenience of reference only and will not affect the construction of this Agreement. 标题仅供参考，不会影响本协议的制定。
- (d) References to a party to this Agreement or any other agreement or to any Person in this Agreement include its successors and permitted assignees and transferees. 对本协议或任何其他协议或本协议中任何人的引用，包括其继任者，被许可的受让人和受让人。
- (e) References to any legislation includes a regulation, order-in-council and other instrument from time to time issued or made under, that legislation, and, in the case of the FMCA, to any applicable framework or methodology issued by the Financial Markets Authority under the FMCA. 对任何立法的引用，包括规例，理事会和其他文书中不时发出或作出的规定，该立法，在FMCA的情况下，适用于金融市场管理局在FMCA下发布的任何适用的框架或方法。

Appendix: Risk Warning Statement

附录：风险警告声明

1. General Risk Warning 一般风险警告

Financial products traded in the OTC market are highly leveraged investment products and are only suitable for institutions or individuals with high level of investment experience whose financial conditions enable them to bear losses that may exceed the value of margin deposited. 场外交易市场交易的金融产品属于高杠杆投资产品，仅适用于具有较高投资经验的机构或个人，其财务状况使其承受可能超过存款保证金价值的损失。

The Client needs to understand that a FOREX and CFD margin transaction is a high-risk margin-based investment instrument and is only suitable for professional investors and institutions with a high level of investment experience. An account opened with ROCKFORT Markets allows the Client to conduct transactions with a high leverage ratio. Before opening an account or conducting transactions, the Client needs to prudently think about his/her risk tolerance and understand that the funds invested in the OTC markets face a high degree of risk. 客户需要了解，外汇和差价合约保证金交易是一种高风险的保证金投资工具，仅适用于具有高投资经验的专业投资者和机构。ROCKFORT Markets 开设的账户允许客户进行高杠杆比率的交易。在开立账户或进行交易之前，客户需谨慎考虑其风险承受能力，并理解投资于场外交易市场的资金面临高度风险。

The disclaimers set out in this Appendix cannot and do not disclose or explain all of the risks and other significant aspects involved in dealing in Contracts offered by ROCKFORT Markets. Those disclaimers are designed to explain, in general terms, the nature of the risks particular to dealing in OTC derivatives products and to help you to make investment decisions on an informed basis. 本附录所载的免责声明不能也不会披露或解释 ROCKFORT Markets 提供的合约交易涉及的所有风险及其他重要方面。这些免责声明旨在概括说明场外衍生产品交易特有风险的性质，并帮助您在知情的基础上作出投资决定。

2. Disclaimers and warnings 免责声明和警告

2.1 Financial Risk 财务风险

Financial products traded in the OTC market are highly leveraged products that carry a high degree of financial risk and may not be suitable for all investors. Before deciding to invest in these products you should carefully consider your financial and investment objectives as well as your level of investment experience. There is a possibility that you could sustain a loss of some or all of your deposited funds and therefore you should not trade with capital that you cannot afford to lose. You should be aware of all the risks related to trading on margin and seek advice from an independent financial adviser. 场外交易市场交易的金融产品是高杠杆产品，具有高度的财务风险，可能不适合所有投资者。

在决定投资这些产品之前，您应该仔细考虑您的财务和投资目标以及您的投资经验水平。您可能会损失部分或全部存入的资金，因此您不应该使用您无法承受的资金进行交易。您应该了解与保证金交易有关的所有风险，并寻求独立财务顾问的意见。

2.2 Liquidity and Volatility Risk 流动性和波动风险

Spot FOREX contracts and CFDs are derivative securities, where their price is derived from the price of the Underlying Assets to which the contracts refer. Derivative securities/markets can be highly volatile. The prices of CFDs and the Underlying Assets may fluctuate rapidly and over wide ranges and may reflect unforeseeable events or changes in conditions, none of which can be controlled by the Client or ROCKFORT Markets. Under certain market conditions it can be impossible to execute any type of orders at declared price. Therefore, stop loss orders cannot guarantee the limit of loss. 现货外汇合约和差价合约是衍生证券，其价格来源于合约所涉及的相关资产价格。衍生证券/市场也许会非常不稳定。差价合约和相关资产的价格可能会在很大范围内迅速波动，并可能反映出不可预见的事件或情况变化，但客户或 ROCKFORT Markets 均不能对其进行控制。在某些市场条件下，不可能以宣布的价格执行任何类型的订单。因此，止损单不能保证损失的限度。

2.3 No returns guaranteed 没有回报的保证

In entering into this Agreement you need to understand that no financial returns are guaranteed when trading CFDs and spot FOREX contracts. By entering into this Agreement, each Client is confirming that it is aware of the risks inherent in trading CFDs and spot FOREX contracts and is financially able to bear such risks and withstand any losses incurred. 在签订本协议时，您需要明白，在交易差价合约和现货外汇合约时，没有任何财务回报保证。通过订立本协议，每位客户均确认其意识到交易差价合约和即期外汇合约所固有的风险，并且在财务上能够承担此类风险并承受任何损失。

2.4 Limits on Contracts 合同限制

The Client understands that no physical delivery of a CFD's Underlying Asset that he/she traded through his/her trading account shall occur. The Client accepts that ROCKFORT Markets is the only execution venue in which a Client can open and close trading positions. 客户明白，他/她通过他/她的交易账户交易的差价合约的基础资产不会实际交付。客户同意 ROCKFORT Markets 是客户可以开立和平仓交易头寸的唯一执行场所。

2.5 Systems failures 系统故障

Online transactions of OTC products involve high risks. Trading FOREX and CFDs electronically may face risks related to electronic trading systems, including hardware or software failures, malfunction, disruption of any transmission, communication system, and computers or trading software, whether belonging to ROCKFORT Markets or the Client. System failures may cause difficulty in executing Client orders as instructed or the impossibility of executing the orders. Although online transactions, using electronic trading systems, are more convenient for the Client or are more efficient, they do not reduce the risks associated with electronic trading systems. 场外交易产品的网上交易风险较大。

无论属于 ROCKFORT Markets 还是客户，以电子方式交易外汇和差价合约都可能面临与电子交易系统有关的风险，包括硬件或软件故障、失灵、任何传输、通信系统、计算机或交易软件的中断。系统故障可能会导致难以按照指示执行客户订单或执行订单不可行。尽管使用电子交易系统的在线交易对于客户来说更方便或效率更高，但它们并没有降低与电子交易系统相关的风险。

2.6 No Advice 无通知

ROCKFORT Markets does not provide personalised financial advice. ROCKFORT Markets may provide general market commentary and other information about trading and markets on spot foreign exchange and CFD derivatives products traded in the OTC market; however, it does not take into a consideration the Client's personal financial objectives, situation, or needs. Client should seek independent professional advice to ascertain whether opening an account with ROCKFORT Markets is appropriate. Except as required by law (including the conditions of ROCKFORT Markets' Derivatives Issuer Licence), ROCKFORT Markets neither collects, nor take into consideration information about the Client's financial circumstances unless they are relevant to deal with ROCKFORT Markets. Any information requested by the Client about ROCKFORT Markets' products and the markets generally, or discussions with a ROCKFORT Markets employees, should only be considered as the provision of information and should not be considered financial advice. The Client should read and consider the PDS and consider seeking professional financial advice before making any decisions about ROCKFORT Markets' products or services. ROCKFORT 市场没有提供个性化的财务建议。ROCKFORT 市场可以提供一般的市场评论和其他关于现货外汇和 CFD 衍生产品在场外交易市场交易的信息;但是,它并未考虑客户的个人财务目标,情况或需求。除法律要求外(包括 ROCKFORT Markets 衍生品发行人许可条件),ROCKFORT Markets 既不收集也不考虑客户财务状况的信息,除非它们与 ROCKFORT Markets 有关。客户要求的关于 ROCKFORT Markets 产品和市场的任何信息或与 ROCKFORT Markets 员工的讨论只应被视为提供信息,不应被视为财务建议。客户应阅读并考虑 PDS,并在作出有关 ROCKFORT Markets 产品或服务的任何决定之前考虑寻求专业财务建议。

As any persons who are not ROCKFORT Markets' employees (third parties) can provide the Client with any information or suggestions on conducting transactions and ROCKFORT Markets cannot control or guarantee the accuracy and completeness of such information or suggestions, ROCKFORT Markets will not be held liable for any losses, costs, expenses or damages caused by the Client's use of such information or suggestions. 由于任何不是 ROCKFORT Markets 员工(第三方)的人员都可以向客户提供有关进行交易的任何信息或建议,并且 ROCKFORT Markets 无法控制或保证此类信息或建议的准确性和完整性。对于客户使用此类信息或建议引起的任何损耗,损失,开支或损害,ROCKFORT Markets 不承担任何责任。

2.7 Provision of information 提供信息

ROCKFORT Markets, from time to time and as often as it deems appropriate, may issue material which contains information including but not limited to the conditions of the financial markets, posted through its website and other media.

It should be noted that the material is considered to be marketing communication only and does not contain, and should not be construed as containing, financial advice or an investment recommendation or, an offer of or solicitation for any transaction in financial instruments. ROCKFORT Markets makes no representation and assumes no liability as to the accuracy or completeness of the information provided, nor any loss arising from any investment based on a recommendation, forecast or other information supplied by any employee of ROCKFORT Markets, a third party or otherwise. ROCKFORT 市场时不时地和经常认为合适的时候发布包含信息的材料，包括但不限于通过其网站和其他媒体发布的金融市场状况。应该注意的是，该材料仅被认为是营销传播，并不包含财务建议或投资建议，也不应被解释为包含任何金融工具交易的要约或招揽。对于所提供信息的准确性或完整性，ROCKFORT Markets 不作任何声明和承担任何责任，也不承担因 ROCKFORT Markets 的任何员工，第三方或其他方式提供的建议，预测或其他信息而导致的任何投资所产生的损失。

2.8 Charges 收费

Prior to trading Contracts the Client needs to consider any applicable charges such as spreads, commissions and relevant fees. The Client is solely responsible for requiring clarifications in relation to the above, if necessary. The Client should note that any applicable charges shall be deducted from his/her trading account. 在交易合约之前，客户需要考虑任何可能产生的费用，如价差，佣金和相关费用。如有必要，客户全权负责要求澄清上述内容。客户应注意，任何可能产生的费用均应从其交易账户中扣除。