



MB TRADING FUTURES, INC  
1926 E. Maple Ave. El Segundo, CA 90245 USA  
Phone电话: +1 (866) 558-3342  
Chinese spoken line: +1 (310) 491-9299

Attn: New Accounts Department 收件人：开户部

Re: NEW CUSTOMER CONFIRMATION 关于：新客户确认

Fr: \_\_\_\_\_

**How did you hear about MB Trading Futures (MBTF)?**

您是如何得知 MB Trading Futures ( MBTF ) 的？

- MBTF's website MBTF的网站
- Found on another website (please indicate name): \_\_\_\_\_  
其他网站 ( 请给出该网站名称 ) :
- Approached by someone (please indicate name): \_\_\_\_\_  
被别人引荐 ( 请给出该人姓名 ) :

**\*\*\*Due to the inaccuracy of many facsimiles we don't accept faxed copies of application paperwork or ID's.**

\*\*\*由于很多传真件的不准确性，我们不接受申请书或身份证件的传真件

**Please complete all Entity Application Documents for your new Forex Account and mail to the address above.**

请填写您申请Forex帐户的全部申请文件并邮寄到上述地址。

**(1)Include a photo-quality copy of a valid government-issued picture ID for each Account Holder or Authorized Trader on this account.**

请为该帐户每一拥有人或者授权交易者附上政府颁发的有效身份证件的高质量复印件。

**(2)READ all instructions from the document titled "How to Open an Account with MB Trading Futures, Inc."**

请仔细阅读标题为《MB Trading Future 公司开户指南》的文件。



## HOW TO OPEN AN ACCOUNT WITH MB TRADING FUTURES

### 如何开立新的帐户

Thank you for applying to open an account with MB Trading Futures, Inc (“MBTF”). Your account is very important to us. Depending on the type of account you plan to open, the Federal Government regulatory agencies and the exchanges require that we obtain certain information from you. In order to process your account applications, as promptly and accurately as possible, please read and complete the enclosed documents.

首先感谢您在MBTF开户，您的帐户对我们至关重要。根据您要开立帐户类型的不同，联邦政府监管部门和交易所要求我们必须获得一些关于您的有关信息。为尽快和准确地处理您的开户申请，请您认真阅读并填写附件内容。

### **STEP 1: TO OPEN AN ACCOUNT, ALL CUSTOMERS MUST:** 步骤1：为开立帐户，所有客户必须：

#### **1) COMPLETE THE FOLLOWING DOCUMENTS** 填写以下文件

- Customer Acknowledgment 客户确认书
- Anti-Money Laundering Notification 反洗钱公告
- Foreign Currency Customer Agreement 外汇客户协议
- Additional Risk Disclosure 额外风险披露
- Privacy Policy 隐私策略
- Consent to Arbitration (optional) 同意仲裁声明 ( 可选 )
- Consent to receive electronic statements 同意接收电子帐单声明
- Risk Disclosure Statement 风险披露声明
- Foreign Customer Notification (if foreign) 国外客户须知 ( 仅对国外客户 )
- An unexpired copy of government issued identification for each account holder 每一个帐户所有人的政府颁发的未过期身份证明复印件
- Disclosure for customers introduced by third parties (if a referral source is indicated) 第三方引荐声明 ( 如果有引荐者的话 )

#### **2) ADDITIONAL DOCUMENTATION NEEDED FOR:** 以下帐户需要的其他附加文件：

##### **Individual Accounts** 个人帐户

- Individual Customer Application Form 个人帐户申请书

### **STEP 2: RETURN COMPLETED APPLICATION** 步骤2：递交申请书

Send an original, signed hard copy of your completed application to MBTF at:  
将已签名完成的申请书打印原件邮寄至MBTF：

MB Trading Futures  
Attn: New Accounts  
1926 East Maple Ave  
El Segundo, CA 90245

### **STEP 3: MBTF'S APPROVAL** 步骤3：批准

MBTF will notify you by email or regular mail when your Account Application has been approved and you have been cleared for **funding**. Please be advised that if your account has not been opened, the firm will decline your funds and will return it back to the sending party. You will not be cleared for trading unless you are at least **21** years of age and until MBTF has reviewed, approved and accepted your account application.

Please note:

MBTF, in its sole discretion, may determine that you are not approved to trade based on the information you provide to us. Additionally, MBTF strongly urges all applicants to use the Demo system before committing actual funds, even if you are not required to do so.

当您的申请被批准时，MBTF将通过电子邮件或普通信件通知您。如果您没有年满21周岁以及在MBTF审查、批准和接受您的开户申请之前您将不能进行汇款及交易。请注意：，如果你的帐户尚未开通，本公司将拒绝你的资金，并将此资金退回。

请注意：

鉴于MBTF的独立判断，根据您提供的信息您可能得不到批准。另外，即使您没有被要求，我们仍然强烈建议所有申请者在进行真实的交易前联系使用演示系统。

#### **STEP 4: DEPOSITS** 步骤4：存款

Customers must deposit a minimum of \$400 to open an account. 每名客户必须在其帐户中至少存入400美元。

Wire instructions will be sent to customers upon account approval and are also available in the secure login area of the site.  
汇款操作指南在將帳戶開通知发送，並可以使用你自己的用戶名及密碼登入自己的帳戶

FOR CHECK DEPOSITS: All checks must be made payable to MB Trading Futures, Inc. and mailed to MBTF at: 1926 East Maple Ave, El Segundo, CA 90245

支票保證金: 所有的支票必須支付給MB Trading Futures, Inc, 並郵寄到 MBTF的地址: 1926 East Maple Ave, El Segundo, CA 90245 U.S.A

If you have questions about these instructions, or need help completing the application forms, please call us at 1-866-558-3342 (toll free within North America) or 1-310-414-4522 (outside North America)

如果您对这些指南有任何疑问或者需要协助来完成帐户申请书，请致电 1-866-558-3342（北美地区拨打免费）或者 1-310-414-4522（北美意外地区拨打此电话）。



**MB TRADING FUTURES INDIVIDUAL CUSTOMER APPLICATION**

个人帐户申请书

**NOTE: PLEASE FILL YOUR INFORMATION IN ENGLISH**

**注意: 請用英文填寫您的資料**

**Primary Owner 主拥有人**

Last Name: 姓氏 :		First Name: 名字 :		M.I.: 中间名
Date of Birth: 出生日期 : / /	Gender性别: <input type="checkbox"/> Male 男 <input type="checkbox"/> Female 女	Marital Status婚姻状况 : <input type="checkbox"/> Single 未婚 <input type="checkbox"/> Married 已婚 <input type="checkbox"/> Divorced 离异 <input type="checkbox"/> Widowed 丧偶		No. Of Dependents: 供养人数 :
Social Security. # 社会安全号码	Passport, Cedula, NIT# 护照, 证件, NIT号码 (for non US citizens): 用于非美国公民)	Citizenship: <u>U.S. Citizen</u> <input type="checkbox"/> Yes 是 <input type="checkbox"/> No 否 国籍 : 美国 是 否 If no, what country? 如果不是美国公民, 请指出是何国籍?		
What is your trading objective? <input type="checkbox"/> Speculation投机 <input type="checkbox"/> Hedging对冲 您的交易目标是什么?				
Physical Address (Do Not Provide P.O. Box): 住址 ( 不能仅提供邮政信箱 ) :				
City: 城市 :	State: 州 :	Country / Province: 国家/省 :		Zip: 邮政编码 :
Mailing Address if different from above: 如果通讯地址不同于上述地址, 请填写通讯地址 :				
City: 城市 :	State: 州 :	Country / Province: 国家/省 :		Zip: 邮政编码 :
Primary E-mail: 主要电子邮件地址 :			Secondary E-mail: 备用电子邮件地址 :	
Telephone # 1: 电话号码 1 :	Telephone # 2: 电话号码 2 :	Fax # (if available): 传真 ( 如果有的话 ) :		
Bank or Brokerage Reference: 银行或经纪公司参考	Location of Bank or Brokerage: 银行或经纪公司地址			

**Primary Owner Employment Information 主拥有人就业信息**

Employment Status 就业状态 : <input type="checkbox"/> Employed 正常就业 <input type="checkbox"/> Self-Employed 自营职业 <input type="checkbox"/> Retired退休			
<input type="checkbox"/> Student 学生		<input type="checkbox"/> Unemployed赋闲	
Source of Income (check all that apply):收入来源 (填写所有相关项) :			
<input type="checkbox"/> Salary / Employment Income工资 / 工作收入 <input type="checkbox"/> Inheritance or gifts继承遗产或馈赠 <input type="checkbox"/> Investments and interest 投资和利息收入 <input type="checkbox"/> Other – please specify 其他 - 请指明 : _____			
Employer Name: 雇主姓名 :		Business Type / Nature of Business: 业务类型 / 业务性质	
Position/Title 职位 / 职称		Telephone 电话 :	Years at your Job: 工作年资:
Employer Street Address 雇主地址:			
City: 城市 :	State: 州 :	Country / Province: 国家 / 省 :	Zip Code 邮政编码 :

The following confidential financial information is needed to open your account. Joint account customers must provide combined information.

您的开户申请需要提供下列机密金融信息。联合帐户客户必须提供联合信息。

<p>1. Annual Income (USD): 大约年收入 (单位: 美元)</p> <p><input type="checkbox"/> \$0 to \$19,000 0美元-19,000美元</p> <p><input type="checkbox"/> \$20,000 to \$29,999 20,000美元 - 29,999美元</p> <p><input type="checkbox"/> \$30,000 to \$49,999 30,000美元 - 49,999美元</p> <p><input type="checkbox"/> \$50,000-\$74,999 30,000美元 - 74,999美元</p> <p><input type="checkbox"/> \$75,000 - \$99,999 75,000美元 - 99,999美元</p> <p><input type="checkbox"/> \$100,000 - \$149,999 100,000美元 - 149,999美元</p> <p><input type="checkbox"/> \$150,000 - \$249,999 100,000美元 - 249,999美元</p> <p><input type="checkbox"/> \$250,000 - \$499,999 250,000美元 - 499,999美元</p> <p><input type="checkbox"/> \$500,000 - \$999,999 500,000美元 - 999,999美元</p> <p><input type="checkbox"/> Over \$1,000,000 高于1,000,000美元</p>	<p>2. Net Worth (USD) 大约资产净值 (excluding equity in home):不包括房屋资产</p> <p><input type="checkbox"/> \$0 to \$19,000 0美元-19,000美元</p> <p><input type="checkbox"/> \$20,000 to \$29,999 20,000美元 - 29,999美元</p> <p><input type="checkbox"/> \$30,000 to \$49,999 30,000美元 - 49,999美元</p> <p><input type="checkbox"/> \$50,000-\$74,999 30,000美元 - 74,999美元</p> <p><input type="checkbox"/> \$75,000 - \$99,999 75,000美元 - 99,999美元</p> <p><input type="checkbox"/> \$100,000 - \$149,999 100,000美元 - 149,999美元</p> <p><input type="checkbox"/> \$150,000 - \$249,999 100,000美元 - 249,999美元</p> <p><input type="checkbox"/> \$250,000 - \$499,999 250,000美元 - 499,999美元</p> <p><input type="checkbox"/> \$500,000 - \$999,999 500,000美元 - 999,999美元</p> <p><input type="checkbox"/> Over \$1,000,000 高于1,000,000美元</p>	<p>3. Liquid Net Worth (USD): 大约流动资产净值 (单位: 美元)</p> <p><input type="checkbox"/> \$0 to \$19,000 0美元-19,000美元</p> <p><input type="checkbox"/> \$20,000 to \$29,999 20,000美元 - 29,999美元</p> <p><input type="checkbox"/> \$30,000 to \$49,999 30,000美元 - 49,999美元</p> <p><input type="checkbox"/> \$50,000-\$74,999 30,000美元 - 74,999美元</p> <p><input type="checkbox"/> \$75,000 - \$99,999 75,000美元 - 99,999美元</p> <p><input type="checkbox"/> \$100,000 - \$149,999 100,000美元 - 149,999美元</p> <p><input type="checkbox"/> \$150,000 - \$249,999 100,000美元 - 249,999美元</p> <p><input type="checkbox"/> \$250,000 - \$499,999 250,000美元 - 499,999美元</p> <p><input type="checkbox"/> \$500,000 - \$999,999 500,000美元 - 999,999美元</p> <p><input type="checkbox"/> Over \$1,000,000 高于1,000,000美元</p>
<p>4. Have you ever declared bankruptcy? 您是否曾经申请过破产。</p> <p>(If yes. Please provide a copy of your Order of Discharge) (如果选“是”, 请提供一份您破产解除令的复印件)</p>		<p><input type="checkbox"/>Yes <input type="checkbox"/> No</p>

5. Do you have or ever had any other accounts with MBTF? Yes No  
您是否或者曾经拥有过MBTF的其他帐户？

If yes, please enter your other MBTF Account number: \_\_\_\_\_

如有,請提供您先前在MB Trading的帳號

6. Have you ever been registered with CFTC/ NFA/SEC/ FINRA or any other regulatory body? Yes No

您是否曾经在 CFTC/NFA/SEC/FINRA 或者其他监管机构注册？

If yes, Reg. Status and ID#: \_\_\_\_\_  
如果选“是”，请给出注册状态和注册号

7. Does any person or entity (other than you) have the authority to trader this account? Yes No  
是否有任何人或公司(除你之外)被授权進入此帳戶？

If yes, please complete the appropriate authorization form (i.e. Limited Authorization or Managed Account Authorization Form)  
如有, 提交授权书管理帳戶授权书 (例委托授权书或管理帳戶授权书)

8. Have you ever been party to an investigation, complaint, or a settlement with the NFA, CFTC or other?  
你是曾經受到NFA , CFTC或者其他的调查 , 控訴或沈陷？ Yes No

If yes, please explain:  
如果选“是”，请做出解释。

9. Do you have a pending complaint, or have ever made a complaint, regarding a past MBTF, commodity futures or securities account?  
您是否曾经和外汇经纪人、商品期货经纪人或者证券经纪\人有未决事宜、向其做出书面投诉行为？ Yes No

If yes, please explain: \_\_\_\_\_  
如果选“yes”,请作出解释。

10. Is there currently pending or has there ever been any litigation, disputed accounts or other unresolved matters between commodity or securities brokers, exchanges, or federal, or state regulatory bodies and you (or your officers or directors if a corporate customer)? Yes No

当前有没有即将发生的或已發生的任何诉讼、争执的相關帐户或者其他未解决的事态在商品之间, 證券代理人, 外汇交易, 联邦, 州, 或者陈述管理机关(公司顾客是否與您或你的主管或者上司發生此類似事件)？

If yes, please explain: \_\_\_\_\_  
如果选“yes”,请作出解释。

11. Investment Experience – **Must Check Yes or No** 您的投资经历-必须填“是”或“否”

	Years	
Stocks/Bonds 股票/证券	<input type="checkbox"/> Yes 是	<input type="checkbox"/> No 否 _____
Foreign Cur. 外汇	<input type="checkbox"/> Yes 是	<input type="checkbox"/> No 否 _____
Options 期权	<input type="checkbox"/> Yes 是	<input type="checkbox"/> No 否 _____
Mutual Funds 共同基金	<input type="checkbox"/> Yes 是	<input type="checkbox"/> No 否 _____
Futures 期货	<input type="checkbox"/> Yes 是	<input type="checkbox"/> No 否 _____

12 Do you contain or have trading authority over a Forex or Futures account with any other firm? Yes No  
您是否或者有权通过Forex或期货帐户与其他公司进行过交易？

If yes, which firm? \_\_\_\_\_

如果选“是”，是哪个公司？

13. Do you have trading authority over any other account with MBTF? 您是否对MBTF其他帐户拥有交易权？	<input type="checkbox"/> Yes <input type="checkbox"/> No
14. Do you have any family relation to any person associated with or employed by MBTF? 您是否和MBTF员工或有关人员有亲戚关系？	<input type="checkbox"/> Yes <input type="checkbox"/> No
15. Do you consent to voluntary arbitration? 你是否同意自願仲裁？  Please see Consent to Arbitration Form 請見同意仲裁表？	<input type="checkbox"/> Yes <input type="checkbox"/> No
16. Will any other person or entity have a financial , interest in this account? 其他个人或机构是否对该帐户拥有财务上的兴趣？  If yes, please provide the name and telephone number of the person or entity. 如果选“是”，请给出此人或机构的名称和联系电话。	<input type="checkbox"/> Yes <input type="checkbox"/> No
17. Are you a member of any securities or future exchange 你是否為任一証券,或其期貨會員之一	<input type="checkbox"/> Yes <input type="checkbox"/> No
18. Do you have an offering circular or prospectus, or otherwise solicit participation? 您是否有提供传单或内容说明书，或用其他方式恳求他人参与？  If yes, please submit a copy of interest of the most recent prospectus or offering circular. 如果是，请递交最近传单與说明书的利益内容複印件。	<input type="checkbox"/> Yes <input type="checkbox"/> No

**By CHECKING YES**, YOU ARE AGREEING THAT YOU HAVE REVIEWED AND AGREED TO BELOW TERMS:

当你仔細瀏覽並同意的下面各項條款，請打勾：

I ACCEPT 我同意	UNDERSTANDING TERMS 我了解下列條款
	<p><b>Foreign Currency Trading</b> Foreign Exchange is the simultaneous buying of one currency and selling of another. The foreign exchange market (FOREX) is the largest financial market in the world with a daily turnover of over \$1.5 trillion; more than three times the aggregate amount of the United States Equity and Treasury markets combined. Unlike other financial markets, the Forex market has no physical location and no central exchange. It operates through an electronic network of banks, corporations and individuals trading one currency for another. This lack of physical exchange enables the Forex market to operate on a 24-hour basis, moving from one time zone to the next, across each of the world's major financial centers every day.</p> <p><b>外币交易</b> 当你购买一货币和卖另一货币外汇交易是同時發生的。 外汇市场(外汇)是最大的金融市场在全球与每日進出金額超過\$1.5兆; 超过三倍总金额美国产权和国库券市场结合了。不同于其他金融市场，外汇市场没有实际地点和中央交易所。 它是透过银行、公司和个体的一个电子网络经营一货币兌換其它货币。这缺乏實質交易網路銀行使外汇市场以24小时為依据，每天移动从一个时区向下，橫跨其中每一个世界的主要金融中心。</p>
	<p><b>The Possibility of Incurring Deficit Balance</b> Under certain circumstances beyond the firm's control, a customer's account may incur a negative balance as large swings in the market may affect the customer's position holdings, known as "debit" or "negative" accounts. Accounts in debit are not permitted to trade nor can the firm accept any orders until such time it has met the initial margin requirements through the deposit of additional funds. If the firm does not receive payment within 90 days, it will forward your debit balance to a collections agency to collect on its behalf</p> <p><b>招致余虧損的可能性</b></p>

	<p>在某种超出公司的控制状况下，客户帐户的余额也许招致虧損或成負值，当市场產生大幅震盪時，也許會影響顧客所放置仓位的持有，以“借方”或“負”帳戶之名。帳戶在欠款的情況下是不被允許操作交易，公司亦不可能接受此帳戶的任何下單要求，直到此帳戶接收到最低的保證金要求。如果公司在90天之內不收到您的付款，你的帳上積欠的餘額將會被轉寄給代表它的代收機構。</p>
	<p><b>Margin Policy</b>  The firm maintains the right to offset any open positions in any currency traded through its facilities for any reason it deems appropriate, particularly in light of where margin is deficient or threatening to become so, notwithstanding that present initial margin. An account will be deemed margin deficient whenever the account's equity is less than two percent (2 %) of the initial margin requirement. The firm's obligation to execute orders, will not apply to limit and stop loss orders during hours when MBTF is closed. The customer is then responsible for bringing the account above the initial margin requirement.</p> <p><b>保證金政策</b></p> <p>公司保有補償的權力，經由它的認知及設施對任何已開倉的貨幣交易，  儘管之前那份原始保證金，特別根據保證金短少，或資金短缺的威脅，  。每當帳戶的價值少於原始保證金的百分之二(2%)時視為保證金的短少，  該公司的責任及義務為執行訂單，  但不適用於限制訂單和止損單MBTF關閉前幾小時。顧客有責任提交高於最低限度的市場原始保證金要求。</p>

\_\_\_\_\_  
Primary Customer Signature 持有人簽名

\_\_\_\_\_  
Print Name 姓名印刷體

\_\_\_\_\_  
Date 日期

**For MBTF Office Approval Only** 以下由批准人員填寫

**Authorized Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_  
授權簽字 日期



## RISK DISCLOSURE STATEMENT

### 风险披露声明书

OFF-EXCHANGE FOREIGN CURRENCY TRANSACTIONS INVOLVE THE LEVERAGED TRADING OF CONTRACTS DENOMINATED IN FOREIGN CURRENCY CONDUCTED WITH A FUTURES COMMISSION MERCHANT OR A RETAIL FOREIGN EXCHANGE DEALER AS YOUR COUNTERPARTY. BECAUSE OF THE LEVERAGE AND THE OTHER RISKS DISCLOSED HERE, YOU CAN RAPIDLY LOSE ALL OF THE FUNDS YOU DEPOSIT FOR SUCH TRADING AND YOU MAY LOSE MORE THAN YOU DEPOSIT. YOU SHOULD BE AWARE OF AND CAREFULLY CONSIDER THE FOLLOWING POINTS BEFORE DETERMINING WHETHER SUCH TRADING IS APPROPRIATE FOR YOU.

场外外币交易涉及用外币标价的，与作为您的交易对手的期货佣金商或零售外汇交易商进行的，杠杆交易合约。由于杠杆作用和此处所披露的其它风险，您可能会很快损失您为交易存押的全部资金，并且损失金额有可能会超过您的投入金额。在决定上述交易是否适合您之前，您应该充分了解并慎重考虑以下几点。

(1) TRADING IS NOT ON A REGULATED MARKET OR EXCHANGE—YOUR DEALER IS YOUR TRADING PARTNER WHICH IS A DIRECT CONFLICT OF INTEREST. BEFORE YOU ENGAGE IN ANY RETAIL FOREIGN EXCHANGE TRADING, YOU SHOULD CONFIRM THE REGISTRATION STATUS OF YOUR COUNTERPARTY.

(1) 交易并非在受管制的市场或交易所进行 – 您的交易商是与您具有直接利益冲突的交易伙伴。在您参与任何零售外汇交易前，您应该确认您的交易对手的注册登记情况。

The off-exchange foreign currency trading you are entering into is not conducted on an interbank market, nor is it conducted on a futures exchange subject to regulation as a designated contract market by the Commodity Futures Trading Commission. The foreign currency trades you transact are trades with the futures commission merchant or retail foreign exchange dealer as your counterparty. WHEN YOU SELL, THE DEALER IS THE BUYER. WHEN YOU BUY, THE DEALER IS THE SELLER. As a result, when you lose money trading, your dealer is making money on such trades, in addition to any fees, commissions, or spreads the dealer may charge.

您参与的场外外币交易既不在外汇行间市场进行，也不在由商品期货交易委员会指定的期货市场中规定的期货交易进行。您进行交易的外币交易，是与作为您的交易对手的期货佣金商或零售外汇交易商进行的交易。当您卖时，交易商是买方。当您买时，交易商是卖方。因此，当您损失交易金额时，除去交易商可能收取的手续费、佣金或价差外，您的交易商还会在此次交易中赚取交易金额。

(2) AN ELECTRONIC TRADING PLATFORM FOR RETAIL FOREIGN CURRENCY TRANSACTIONS IS NOT AN EXCHANGE. IT IS AN ELECTRONIC CONNECTION FOR ACCESSING YOUR DEALER. THE TERMS OF AVAILABILITY OF SUCH A PLATFORM ARE GOVERNED ONLY BY YOUR CONTRACT WITH YOUR DEALER.

(2) 零售外币交易电子交易平台并非一种交易所。它只是您与交易商之间的一种电子连接方式。上述平台可用性的条款仅依据您与交易商之间的合约。

Any trading platform that you may use to enter off-exchange foreign currency transactions is only connected to your futures commission merchant or retail foreign exchange dealer. You

are accessing that trading platform only to transact with your dealer. You are not trading with any other entities or customers of the dealer by accessing such platform. The availability and operation of any such platform, including the consequences of the unavailability of the trading platform for any reason, is governed only by the terms of your account agreement with the dealer.

您入场外外币交易所所使用的任何交易平台仅会连接至您的期货佣金商或零售外汇交易商。您正在访问的交易平台仅能与您的交易商进行交易。您不能通过访问上述平台与交易商的其他实体或客户进行交易。任何上述平台的实用和操作，包括因任何原因致使交易平台无效而造成的后果，仅依据您与交易商之间的账户协议中的条款。

### (3) YOUR DEPOSITS WITH THE DEALER HAVE NO REGULATORY PROTECTIONS.

(3) 您于交易商处的存款不受监管保护。

All of your rights associated with your retail forex trading, including the manner and denomination of any payments made to you, are governed by the contract terms established in your account agreement with the futures commission merchant or retail foreign exchange dealer. Funds deposited by you with a futures commission merchant or retail foreign exchange dealer for trading off-exchange foreign currency transactions are not subject to the customer funds protections provided to customers trading on a contract market that is designated by the Commodity Futures Trading Commission. Your dealer may commingle your funds with its own operating funds or use them for other purposes. In the event your dealer becomes bankrupt, any funds the dealer is holding for you in addition to any amounts owed to you resulting from trading, whether or not any assets are maintained in separate deposit accounts by the dealer, may be treated as an unsecured creditor's claim.

您在零售外汇交易中应具有的所有权利，包括您涉及的任何支付方式和支付面值，仅依据您与期货佣金商或零售外汇交易商之间的账户协议中所制定的合约条款。您存入期货佣金商或零售外汇交易商处用于进行场外外币交易的资金，不受持有人于期货市场交易时商品期货交易委员会所指定的资金保护。您的交易商可能会将您的资金与其自己的操作资金相结合，或将您的资金用于其它目的。如果您的交易商破产，则该交易商所持有的属于您的任何资金，以及该交易商因交易而欠您的任何资金，不论该交易商所持有的独立存款账户中是否还有余额，上述资金应被视为无担保债权人索赔。

### (4) YOU ARE LIMITED TO YOUR DEALER TO OFFSET OR LIQUIDATE ANY TRADING POSITIONS SINCE THE TRANSACTIONS ARE NOT MADE ON AN EXCHANGE OR MARKET, AND YOUR DEALER MAY SET ITS OWN PRICES.

(4) 由于交易并非在交易所或市场进行，因此您仅能委托您的交易商对任何交易仓位进行平仓或清仓，而您的交易商可以自行定价。

Your ability to close your transactions or offset positions is limited to what your dealer will offer to you, as there is no other market for these transactions. Your dealer may offer any prices it wishes, and it may offer prices derived from outside sources or not in its discretion. Your dealer may establish its prices by offering spreads from third party prices, but it is under no obligation to do so or to continue to do so. Your dealer may offer different prices to different customers at any point in time on its own terms. The terms of your account agreement alone govern the obligations your dealer has to you to offer prices and offer offset or liquidating transactions in your account and make any payments to you. The prices offered by your dealer may or may not reflect prices available elsewhere at any exchange, interbank, or other market for foreign currency.

由于在上述交易中不存在其它市场，因此您的成交或平仓能力取决于交易商对您的出价。您的交易商可按其意愿出价，交易商的出价也可通过外界来源衍变而得，或者非交易商自行决定。您的交易商也可通过提供与

第三方价格的价差确定其价格，但交易商无义务以此种方式确定价格或继续以此种方式进行定价。您的交易商可以在任何时候，根据其自身条件，向不同的持有人报出不同的价格。您的账户协议中的条款仅能够约束交易商对您的义务，为您出价，为您账户中的交易进行平仓或清仓，并向您支付款项。您的交易商报出的价格，既可以，也可以不，反应任何其它交易所、银行间或其它外币市场的可用价格。

#### (5) PAID SOLICITORS MAY HAVE UNDISCLOSED CONFLICTS

(5) 已付费律师可能会存在未披露的冲突

The futures commission merchant or retail foreign exchange dealer may compensate introducing brokers for introducing your account in ways which are not disclosed to you. Such paid solicitors are not required to have, and may not have, any special expertise in trading, and may have conflicts of interest based on the method by which they are compensated. Solicitors working on behalf of futures commission merchants and retail foreign exchange dealers are required to register. You should confirm that they are, in fact registered. You should thoroughly investigate the manner in which all such solicitors are compensated and be very cautious in granting any person or entity authority to trade on your behalf. You should always consider obtaining dated written confirmation of any information you are relying on from your dealer or a solicitor in making any trading or account decisions.

期货佣金商或零售外汇交易商可通过未对您披露的方式，为介绍您的账户，向介绍经纪人支付报酬。上述已付费律师不必具有，并且可以不具有，任何交易方面的专业知识，并且基于对其的支付方式，上述律师可能会有利益冲突。代表期货佣金商和零售外汇交易商进行工作的律师必须注册登记。您应该确认他们确已登记注册。您应该彻底调查所有上述律师的付费方式，您应该十分谨慎地准许任何人员或实体机构代表您进行交易。对于在作出任何交易或账户的决定时，您的交易商或律师向您提供的参考信息，您应该始终考虑到应获得上述信息的注明日期书面凭证。

FINALLY, YOU SHOULD THOROUGHLY INVESTIGATE ANY STATEMENTS BY ANY DEALERS OR SALES REPRESENTATIVES WHICH MINIMIZE THE IMPORTANCE OF, OR CONTRADICT, ANY OF THE TERMS OF THIS RISK DISCLOSURE. SUCH STATEMENTS MAY INDICATE POTENTIAL SALES FRAUD. THIS BRIEF STATEMENT CANNOT, OF COURSE, DISCLOSE ALL THE RISKS AND OTHER ASPECTS OF TRADING OFF-EXCHANGE FOREIGN CURRENCY TRANSACTIONS WITH A FUTURES COMMISSION MERCHANT OR RETAIL FOREIGN EXCHANGE DEALER.

最后，对于最小化此风险披露声明书条款的重要性，或者与风险披露声明书的条款有矛盾的任何交易商或销售代表的声明，您应该彻底调查。上述声明可指示潜在的销售欺诈行为。当然，此篇简短的声明书无法披露所有风险以及与期货佣金商或零售外汇交易商所进行的场外外币交易的其它方面。

The percentage of non-discretionary accounts that were profitable and those that were not-profitable for the four most recent quarters are provided below.

#### Summary Statistics:

<u>Ending Quarter</u>	<u>Percentage Profitable</u>	<u>Percentage Non-Profitable</u>	<u>Total Number of Non-Discretionary Accounts</u>
06/30/2011	24.76%	75.24%	4,858

09/30/2011	23.86%	73.14%	5,059
12/31/2011	31.83%	68.17%	4,546
03/31/2012	28.07%	71.93%	4,563

PAST PERFORMANCE IS NOT NECESSARILY INDICATIVE OF FUTURE RESULTS

There are more than 17,410 tradeable accounts maintained by MB Trading and MB Trading Futures, Inc. which are consolidated subsidiaries of MB Trading Holdings, LLC. At any time in the future, customers may also request the percentage of non-discretionary accounts that were profitable for the preceding four recent quarters.

I hereby acknowledge that I have received and understood this risk disclosure statement.  
本人据此确认，已收到并理解此风险披露声明书。

\_\_\_\_\_  
Primary Customer Signature  
持有人签名

\_\_\_\_\_  
Print Name  
姓名印刷体

\_\_\_\_\_  
Date  
日期

\_\_\_\_\_  
Joint Customer Signature  
联合持有人签名

\_\_\_\_\_  
Print Name  
姓名印刷体

\_\_\_\_\_  
Date  
日期



**CUSTOMER ACKNOWLEDGEMENT**

**客户确认**

BY SIGNING BELOW, the undersigned represents and covenants to have read and understood that this customer account application (the "application"), which includes:

通过以下签名，表明并且承诺已经阅读并且理解了帐户开户申请的内容，它们包括：

- MBTF Risk Disclosure Statement; MBTF风险披露声明；
- MBTF Privacy Policy notification; MBTF隐私政策声明；
- MBTF Anti-Money Laundering Notification MBTF反洗钱通知
- MBTF Foreign Currency Customer Agreement; MBTF外汇交易客户协议；
- Additional Risk Disclosure (if applicable) 额外风险披露(如果适用)
- Consent to Arbitration (optional) 同意仲裁(可选项)
- Consent to receive electronic statements 同意接受电子声明
- Foreign Customer Notification (for foreign accounts) 外国客户通知(针对外国客户)
- Disclosure for customers introduced by third parties (for referral source indicated) 客户由第三方介绍披露
- Joint Account Designation (for joint accounts) 联合帐户指定(针对联合帐户)

FURTHER, THE UNDERSIGNED: 请确认：

- Attests and agrees that ALL information requested in this application is complete and accurate, including, but not limited to, the customer application form;  
证实并且同意所提供的信息是完整和正确的，包括，但不仅限于客户开户表格；
- Represents that the information requested for in this application has been completed electronically;  
表明所有的信息都是通过电子的方式完成；
- Hereby authorizes MBTF to verify any or all of the foregoing information provided in this application; and  
授权MBTF核实所有提供的信息
- Acknowledges understanding of the foregoing terms of this application and agree to be bound thereby.  
承认理解所有条款并同意受其约束

\_\_\_\_\_  
Primary Customer Signature 持有人签名

\_\_\_\_\_  
Print Name 姓名印刷体

\_\_\_\_\_  
Date 日期

\_\_\_\_\_  
Joint Customer Signature 持有人签名

\_\_\_\_\_  
Print Name 姓名印刷体

\_\_\_\_\_  
Date 日期



**NOTIFICATION OF CONSENT TO ELECTRONIC TRANSMISSION OR POSTING OF ACCOUNT RECORDS**

**同意通过电子方式递送或公布账户记录的通知**

I (WE) CONSENT TO ANY AND ALL ACCOUNT RECORDS INCLUDING, BUT NOT LIMITED TO, STATEMENTS, TRADE CONFIRMATIONS, INITIAL AND UPDATED AND/OR REVISED DISCLOSURES, NOTICES, INITIAL AND UPDATED AND/OR REVISED AGREEMENTS GENERATED FOR MY (OUR) ACCOUNT ON A DAILY, MONTHLY AND ANNUALLY BASIS ("RECORDS") BE DELIVERED TO ME (US) ELECTRONICALLY OR POSTED ON THE CUSTOMER SECURED AREA OF THE WEBSITE OF MB TRADING AND MB TRADING FUTURES ("MBT") FOR VIEWING, AND WAIVE ANY RIGHTS TO THE MAILING OR OTHER PERSONAL DELIVERY OF SUCH RECORDS TO THE ADDRESS I (WE) HAVE PROVIDED ON MY (OUR) MBT CUSTOMER ACCOUNT APPLICATION AND/OR PROVIDED BELOW.

我 (我们) 同意通过电子方式接收我的 (我们的) 账户的所有记录, 包括但不限于结算单、交易确认函、原始和更新的和/或修订的账户情况、通知、每日、每月和每年相关账户生成的原始及更新的和/或修订的账户情况 ("记录"), 或将这些记录公布在MB TRADING和MB TRADING FUTURES

(简称"MBT")网站上客户可安全访问的区域以便浏览。我 (我们) 放弃与将该等记录邮寄或由他人派送至我 (我们) 在MBT客户账户申请表中列明的和/或在下面提供的地址有关的所有权利。

MY (OUR) CONSENT IS EFFECTIVE UNTIL REVOKED, IN WRITING. IN THE EVENT THAT MBT IS UNABLE TO TRANSMIT MY (OUR) RECORDS ELECTRONICALLY OR POST ON THE CUSTOMER SECURED AREA OF MBT'S WEBSITE, MBT WILL SEND THEM TO ME BY U.S. MAIL.

我的 (我们的) 同意书在书面撤消之前一直有效。如果MBT无法通过电子方式递送我的 (我们的) 记录或无法在MBT网站客户可安全访问的区域进行公布, 则MBT将它们邮寄给我。

I (WE) WOULD LIKE MY (OUR) RECORDS SENT ELECTRONICALLY TO THE FOLLOWING E-MAIL ADDRESS:

我 (我们) 希望将记录通过电子方式递送到以下电子邮件地址:

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PRIMARY E-MAIL ADDRESS 首选电子邮件地址

MBT WILL NOT BE RESPONSIBLE FOR ANY FAILURE OR INABILITY TO ELECTRONICALLY DELIVER RECORDS OR POST ON THE CUSTOMER SECURED AREA OF MBT'S WEBSITE SUCH RECORDS DUE TO ELECTRONIC FAILURES, A BREAKDOWN IN, OR FAILURE OF ANY TRANSMISSION OR COMMUNICATION FACILITIES.

MBT对因为电子故障、任何传输或通讯设施的损坏或故障导致无法通过电子方式递送或在MBT网站客户可安全访问的区域公布相关记录概不负责。

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Primary Customer Signature 持有人签名

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Print Name 姓名印刷体

---

Date 日期

---

Joint Customer Signature 持有人签名

---

Print Name 姓名印刷体

---

Date 日期



**MB TRADING**  
**FUTURES**  
CONSENT TO ARBITRATION (Optional)  
同意仲裁 (可选)

The undersigned Customer agrees that any controversy between the Customer and MB Trading Futures, Inc (“MBTF”) or any of its affiliates, directors, officers, managers, managing members, members, employees or agents (hereafter referred to as “affiliated persons”) arising out of or relating to the MBTF Foreign Currency Customer Agreement executed by the Customer or any other document or agreement now or hereafter existing that relates to the Customer’s Account or Accounts with MBTF, or any breach of any of them, or any transactions effected pursuant to them, shall be resolved by binding arbitration before a forum chosen in accordance with the following procedure. At such time as the Customer notifies MBTF or any affiliated person that the Customer intends to submit a controversy to arbitration, or at such time as MBTF or any affiliated person notify the Customer that MBTF intend to submit a controversy to arbitration, the Customer will have the opportunity to choose a forum from a list of three or more qualified forums provided by MBTF. A “qualified forum” is an organization whose procedures for conducting arbitrations comply with the requirements of CFTC Regulation 180.2.

已签字的客户同意任何与MBTF、附属机构、董事、干事、经理，会员、员工、或代理在执行外汇交易客户协议中产生的纠纷应按照以下程序选择仲裁法庭解决。当客户通知MBTF或附属成员，准备将纠纷提交仲裁；或者MBTF及其附属成员通知客户，准备将纠纷提交仲裁时，客户有机会从MBTF提供的合格仲裁庭名单中选择一个。一个“合格仲裁庭”指按照商品期货交易协会180.2规定所要求的程序进行仲裁的机构。

As required by CFTC Regulation 180.3, MBTF or the affiliated person(s) who are parties to any controversy arbitrated pursuant to this Agreement will pay any incremental fees which may be assessed by a qualified forum for provision of a mixed arbitration panel, unless the arbitrator(s) hearing the controversy determine that the Customer has acted in bad faith in initiating or conducting the arbitration. A “mixed arbitration panel” is an arbitration panel composed of one or more persons, a majority of whom are not members of a contract market or employed by or otherwise associated with a member of a contract market, or otherwise associated with a contract market.

根据商品期货交易协会180.3规定，作为纠纷当事人，MBTF或附属成员应支付一定费用，除非陪审团认为客户在申请仲裁时动机不当，具体费用由仲裁陪审团评估。仲裁陪审团是指由一个或多个人，且不从属于当事任何一方而组成的。

Any award rendered in any arbitration conducted pursuant to this Agreement shall be final and binding on and enforceable against the Customer in accordance with the laws of the State of California, and judgment may be entered on any such award by any court having jurisdiction thereof.

根据协议以及加州法律仲裁给出的判决是最终的，有约束力和可执行的。同样其他有管辖权的法庭做出的决定也按照该判决执行。

**THREE FORUMS EXIST FOR THE RESOLUTION OF COMMODITY DISPUTES: CIVIL COURT LITIGATION, REPARATIONS AT THE COMMODITY FUTURES TRADING COMMISSION (“CFTC”) AND ARBITRATION CONDUCTED BY A SELF-REGULATORY OR OTHER PRIVATE ORGANIZATION.**

目前有三个仲裁机构解决商品纠纷：民事诉讼庭，商品期货交易委员会赔偿处，以及其他自律机构或私人机构举行的仲裁。

**THE CFTC RECOGNIZES THAT THE OPPORTUNITY TO SETTLE DISPUTES BY ARBITRATION MAY IN SOME CASES PROVIDE MANY BENEFITS TO CUSTOMERS, INCLUDING THE ABILITY TO OBTAIN AN EXPEDITIOUS AND FINAL RESOLUTION OF DISPUTES WITHOUT INCURRING SUBSTANTIAL COSTS. THE CFTC REQUIRES, HOWEVER, THAT EACH CUSTOMER INDIVIDUALLY EXAMINE THE RELATIVE MERITS OF ARBITRATION AND THAT YOUR CONSENT TO THIS ARBITRATION AGREEMENT BE VOLUNTARY.**

商品期货交易协会认为用仲裁来解决纠纷可能给客户不少好处，包括迅速解决问题，不需要昂贵的成本就能得到最终判决。但是，商品期货协会要求每个客户要独自审量仲裁的价值并自愿接受该仲裁协议。

**BY SIGNING THIS AGREEMENT, YOU: (1) MAY BE WAIVING YOUR RIGHT TO SUE IN A COURT OF LAW; AND (2) ARE AGREEING TO BE BOUND BY ARBITRATION OF ANY CLAIMS OR COUNTERCLAIMS WHICH YOU OR MBTF OR ANY AFFILIATED PERSON MAY SUBMIT TO ARBITRATION UNDER THIS AGREEMENT. YOU ARE NOT, HOWEVER, WAIVING YOUR RIGHT TO ELECT INSTEAD TO PETITION THE CFTC TO INSTITUTE REPARATIONS PROCEEDINGS**

**UNDER SECTION 14 OF THE COMMODITY EXCHANGE ACT WITH RESPECT TO ANY DISPUTE WHICH MAY BE ARBITRATED PURSUANT TO THIS AGREEMENT. IN THE EVENT A DISPUTE ARISES, CUSTOMER WILL BE NOTIFIED IF MBTF OR ANY AFFILIATED PERSON INTENDS TO SUBMIT THE DISPUTE TO ARBITRATION. IF CUSTOMER BELIEVES A VIOLATION OF THE COMMODITY EXCHANGE ACT IS INVOLVED AND IF CUSTOMER PREFERS TO REQUEST A SECTION 14 "REPARATIONS" PROCEEDING BEFORE THE CFTC, CUSTOMER WILL HAVE 45 DAYS FROM THE DATE OF SUCH NOTICE IN WHICH TO MAKE THAT ELECTION.**

通过签名，您：(1)放弃了在法庭起诉的权利；并且(2)同意接受仲裁做出的判决。但是，您并没有放弃另外一个权利，即选择而不是申请商品期货交易协会根据商品交易法案第14条进入赔偿程序。当纠纷发生时，如果MBTF或其附属成员打算提交仲裁时需告知客户。如果客户认为违反了商品交易法案并且如果客户希望根据第14条法案进入赔偿程序时，客户在接到通知后有45天的时间做出选择。

**CUSTOMER IS FURTHER ADVISED THAT IF CUSTOMER SEEKS REPARATIONS UNDER SECTION 14 OF THE COMMODITY EXCHANGE ACT AND THE CFTC DECLINES TO INSTITUTE REPARATION PROCEEDINGS, THE CLAIMS OR GRIEVANCES WILL BE SUBJECT TO THIS ARBITRATION AGREEMENT. CUSTOMER IS FURTHER ADVISED THAT ASPECTS OF THE CLAIMS OR GRIEVANCES THAT ARE NOT SUBJECT TO THE CFTC'S REPARATIONS PROCEDURES (I.E., THAT DO NOT CONSTITUTE A VIOLATION OF THE COMMODITY EXCHANGE ACT OR THE REGULATIONS THEREUNDER) MAY BE SUBJECT TO THIS ARBITRATION AGREEMENT.**

另外还需告诉客户，如果客户寻求按照第14条进入赔偿程序但被商品期货协会驳回时，该请求权或不满意同样可以进行仲裁，但是该请求权或不满意的仲裁不属于商品期货交易协会的管辖范畴，而是属于该仲裁协议本身。

**CUSTOMER NEED NOT SIGN THIS AGREEMENT TO OPEN AN ACCOUNT WITH MBTF. SEE 17 CFR 180.1-180.5.**

客户在MBTF开户并不一定要签署该协议。

## **CONSENT TO JURISDICTION**

### **同意审判权**

ALL PROCEEDING COMMENCED PURSUANT TO THIS AGREEMENT, ARISING DIRECTLY OR INDIRECTLY IN CONNECTION WITH, OUT OF OR RELATED TO OR FROM THE MBTF CUSTOMER AGREEMENT, ANY OTHER AGREEMENT BETWEEN THE CUSTOMER AND MBTF OR ANY ORDERS ENTERED OR TRANSACTIONS EFFECTED FOR CUSTOMER'S ACCOUNTS WHETHER OR NOT INITIATED BY MBTF SHALL BE ADJUDICATED ONLY IN FORUMS WHOSE SITUS IS WITHIN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AND CUSTOMER HEREBY SPECIFICALLY CONSENTS AND SUBMITS TO THE JURISDICTION OF ARBITRATION PROCEEDINGS LOCATED WITHIN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA.

对于根据本协议提起、因MBTF客户协议及客户与MBTF之间签订的任何协议、录入的订单或客户账户产生的交易直接或间接引起或与之相关的所有诉讼，不论是否由MBTF提起，必须在位于洛杉矶郡、加州的法院进行审理。客户同意将司法管辖权递交给位于洛杉矶郡、加州的仲裁法院管辖。

CUSTOMER WAIVES ANY CLAIM CUSTOMER MAY HAVE THAT (i) CUSTOMER IS NOT PERSONALLY SUBJECT TO THE JURISDICTION OF ANY STATE OR FEDERAL COURT OR ARBITRATION PROCEEDINGS LOCATED WITHIN THE STATE OF CALIFORNIA, (ii) CUSTOMER IS IMMUNE FROM ANY LEGAL PROCESS (WHETHER THROUGH SERVICE OR NOTICE, ATTACHMENT PRIOR TO JUDGMENT, ATTACHMENT IN AID OF EXECUTION, EXECUTION OR OTHERWISE) WITH RESPECT TO CUSTOMER OR CUSTOMER'S PROPERTY, (iii) ANY SUCH SUIT, ACTION OR PROCEEDINGS IS BROUGHT IN AN INCONVENIENT FORUM, (iv) THE VENUE OF ANY SUCH SUIT, ACTION OR PROCEEDING IS IMPROPER OR (v) THIS CONSENT OR THE CUSTOMER AGREEMENT BETWEEN CUSTOMER AND MBTF MAY NOT BE ENFORCED IN OR BY SUCH COURT OR ARBITRATION PROCEEDING.

客户放弃其拥有的以下权利：(1) 客户免于任何州或联邦法院司法管辖或位于加州的仲裁程序；(2) 针对客户或客户财产的任何诉讼豁免权（不论是通过正式送达或通知书，判决前的扣押豁免权、协助执行的扣押豁免权、执行豁免权或其它豁免权）；(3) 以审理任何该等诉讼或程序的法院对其不方便为由提出异议的权利；(4) 以该等诉讼或程序审理地点不当为由提出异议的权利；(5) 提出本同意书或客户与MBTF之间的客户协议不能在该等法院或通过仲裁程序强制实施的权利。

**ACKNOWLEDGMENT**

BY SIGNING BELOW, YOU ACKNOWLEDGE THAT YOU HAVE READ THE FOREGOING AND AGREE TO HAVE ALL ACTIONS, DISPUTES, CLAIMS OR PROCEEDINGS ADJUDICATED ONLY IN A FORUM LOCATED IN LOS ANGELES COUNTY, CALIFORNIA.

**确认**

如果在下面签名，即表示您确认已阅读上述内容并同意所有诉讼、争议、索赔或诉讼程序只能在位于洛杉矶郡、加州的法院进行裁决。

The undersigned has read completely and understands the above Consent to Arbitration.  
以下签名表示已经完整阅读并且理解了以上内容，同意仲裁。

_____ Primary Customer Signature 持有人签名	_____ Print Name 姓名印刷体	_____ Date 日期
_____ Joint Customer Signature 持有人签名	_____ Print Name 姓名印刷体	_____ Date 日期



## ANTI-MONEY LAUNDERING NOTICE

### 反洗钱通知

#### IMPORTANT INFORMATION YOU NEED TO KNOW ABOUT OPENING A NEW ACCOUNT

#### 开立新账户重要须知

PLEASE READ THIS NOTICE ABOUT THE USA PATRIOT ACT (THE "ACT") CAREFULLY. IT PROVIDES INFORMATION ABOUT THE IDENTITY VERIFICATION PRACTICES OF MB TRADING AND MB TRADING FUTURES, INC., (COLLECTIVELY REFERRED TO AS "WE" AND "OUR"), WHICH ARE AFFILIATES UNDER COMMON CONTROL. TO HELP THE GOVERNMENT FIGHT THE FUNDING OF TERRORISM AND MONEY LAUNDERING ACTIVITIES, FEDERAL LAW REQUIRES FINANCIAL INSTITUTIONS TO OBTAIN, VERIFY AND RECORD INFORMATION THAT IDENTIFIES EACH PERSON WHO OPENS AN ACCOUNT. THIS NOTICE ANSWERS SOME QUESTIONS ABOUT OUR CUSTOMER IDENTIFICATION PROGRAM.

请仔细阅读此有关《美国爱国者法案》(以下简称“法案”)的通知。本通知提供有关MB TRADING和MB TRADING FUTURES, INC. (统称为“我们”和“我们的”)身份验证操作方面的信息, MB TRADING和MB TRADING FUTURES, INC.是由其他公司共同控股的公司。为了协助政府打击恐怖主义和洗钱活动的资金来源, 联邦法律要求金融机构获取、验证和记录所有开户人员的身份资料。本通知解答有关我们的客户身份验证项目的一些问题。

#### WHAT TYPES OF INFORMATION WILL I NEED TO PROVIDE? 我需要提供哪些类型的信息?

WHEN YOU OPEN AN ACCOUNT, WE ARE REQUIRED TO COLLECT THE FOLLOWING INFORMATION:

您开户时我们需要收集以下信息:

<b>NAME</b>	<b>IDENTIFICATION NUMBER:</b> <ul style="list-style-type: none"><li>• <b>U.S. CITIZEN:</b> TAXPAYER IDENTIFICATION NUMBER (SOCIAL SECURITY NUMBER OR EMPLOYER IDENTIFICATION NUMBER)</li><li>• <b>NON-U.S. CITIZEN:</b> TAXPAYER IDENTIFICATION NUMBER; PASSPORT NUMBER AND COUNTRY OF ISSUANCE; ALIEN IDENTIFICATION CARD NUMBER; OR GOVERNMENT-ISSUED IDENTIFICATION SHOWING NATIONALITY, RESIDENCE AND A PHOTOGRAPH OF YOU.</li></ul>
<b>DATE OF BIRTH</b>	
<b>ADDRESS</b>	

<b>姓名</b>	<b>身份证号:</b> <ul style="list-style-type: none"><li>• <b>美国公民:</b> 纳税人身份证号码 ( 社会保险号码或雇主身份证号码 )</li><li>• <b>非美国公民:</b> 纳税人身份证号码; 护照号码和签发国家; 外籍人士身份证号码; 或政府颁发的附有国籍、居住地和照片的身份证。</li></ul>
<b>出生日期</b>	
<b>地址</b>	

YOU MAY ALSO NEED TO SHOW YOUR DRIVER'S LICENSE OR OTHER IDENTIFYING DOCUMENTS. A CORPORATION, PARTNERSHIP, TRUST OR OTHER LEGAL ENTITY MAY NEED TO PROVIDE OTHER INFORMATION, SUCH AS ITS PRINCIPAL PLACE OF BUSINESS, LOCAL OFFICE, EMPLOYER IDENTIFICATION NUMBER, CERTIFIED ARTICLES OF INCORPORATION, GOVERNMENT-ISSUED BUSINESS LICENSE, A PARTNERSHIP AGREEMENT OR A TRUST AGREEMENT.

您还可能需出示驾驶执照或其它身份验证文件。企业、合伙企业、信托基金机构或其它法人实体可能需要提供其它信息, 例如主要营业场所、当地办事处、雇主身份证号码、经鉴定的公司条例、政府发布的营业执照、合伙协议或信托协议。

U.S. DEPARTMENT OF THE TREASURY, SEC, FINRA, CFTC, AND NFA RULES ALREADY REQUIRE YOU TO PROVIDE MOST OF THIS INFORMATION. THESE RULES ALSO MAY REQUIRE YOU TO PROVIDE ADDITIONAL INFORMATION, SUCH AS YOUR NET

WORTH, ANNUAL INCOME, OCCUPATION, EMPLOYMENT INFORMATION, INVESTMENT EXPERIENCE AND OBJECTIVES AND RISK TOLERANCE.

美国财政部、SEC ( 美国证券交易委员会 )、FINRA ( 美国金融业监管局 )、CFTC ( 美国商品期货贸易委员会 ) 和 NFA ( 美国期货协会 ) 的规定和章程要求您提供上述大部分信息。这些规定和章程还可能会要求您提供其他信息，例如您的净资产、年收入、职业、就业信息、投资经验、投资目标及风险承受能力。

WE MUST, AMONG OTHER THINGS, OBTAIN, VERIFY, AND RECORD INFORMATION THAT IDENTIFIES EACH PROSPECTIVE CUSTOMER WHO WISHES TO OPEN AN ACCOUNT, WITH EXCEPTIONS FOR CERTAIN TYPES OF ACCOUNTS. WE MUST ASK FOR CERTAIN INFORMATION, AND MUST ALSO VERIFY THE INFORMATION PROVIDED THROUGH THE USE OF AVAILABLE DATA AND/OR DOCUMENTS. WE ARE ALSO REQUIRED BY THE ACT TO MONITOR AND REPORT TO THE GOVERNMENT SUSPICIOUS ACTIVITY IN CUSTOMERS' ACCOUNTS.

此外，我们还必须获取、验证和记录能识别每个希望开户的潜在客户的信息，某些类型的账户除外。我们必须询问某些信息，而且还必须通过使用现有资料和/或文档来验证您所提供的信息。该法案还要求我们必须监控客户账户的可疑活动，并向政府报告。

TO COMPLY WITH THE ACT, WE TAKE MANY STEPS TO VERIFY THE IDENTITY OF PERSONS OPENING NEW ACCOUNTS, INCLUDING:

- VERIFYING THE IDENTITY OF PROSPECTIVE CUSTOMERS.
- CONSULTING APPLICABLE GOVERNMENT AGENCY LISTS OF KNOWN OR SUSPECTED CRIMINALS, TERRORISTS AND TERRORIST ORGANIZATIONS TO CHECK IF SOMEONE TRYING TO OPEN OR MAINTAIN AN ACCOUNT IS ON ANY SUCH LIST.
- CONDUCTING, IN CERTAIN CIRCUMSTANCES, ADDITIONAL DUE DILIGENCE WHEN ACCOUNTS ARE OPENED, INCLUDING REQUESTING INFORMATION ABOUT THE SOURCE OF FUNDS DEPOSITED INTO SUCH ACCOUNTS.

为了不违反本法，我们采取了多种措施来验证开立新账户人员的身份，包括：

- 核实潜在客户的身份。
- 向有关的政府机构索取已知的犯罪分子或犯罪嫌疑人、恐怖分子和恐怖组织名单，检查想要开户或继续维持账户的人员是否在上述任何名单中。
- 在某些情况下，当有人开户时应进行额外的尽职调查，包括要求其提供存入相关账户的资金来源的信息。

#### **WHAT HAPPENS IF I DON'T PROVIDE THE INFORMATION REQUESTED OR MY IDENTITY CAN'T BE VERIFIED?**

AS PART OF OUR REQUIRED PROGRAM, UNTIL YOU PROVIDE THE INFORMATION OR DOCUMENTS WE NEED, WE MAY NOT BE ABLE TO OPEN AN ACCOUNT OR CARRY OUT TRANSACTIONS FOR YOU. IF WE HAVE ALREADY OPENED AN ACCOUNT FOR YOU, WE MAY HAVE TO CLOSE IT.

#### **如果我不提供所要求的信息或身份无法验证将会如何？**

作为该强制性项目的一部分，在您提供我们所需的资料或文件之前，我们将不能为您办理开户或进行其它交易。如果我们已经为您开设了一个账户，我们可能要关闭它。

\_\_\_\_\_  
Primary Customer Signature 持有人签名

\_\_\_\_\_  
Print Name 姓名印刷体

\_\_\_\_\_  
Date 日期

\_\_\_\_\_  
Joint Customer Signature 联合持有人签名

\_\_\_\_\_  
Print Name 姓名印刷体

\_\_\_\_\_  
Date 日期



**Additional Risk Disclosure      额外风险披露**

This Additional Risk Disclosure is provided to customers that (1) are retired, (2) have annual income of less than \$25,000, (3) have a net worth of less than \$50,000, (4) are investing retirement income (e.g., IRA, 401, Keogh) or (5) have no direct experience trading in foreign currencies.

额外风险披露提供给以下几类客户(1)已退休，(2)年收入低于25,000美金，(3)净资产少于50,000美金，(4)用退休金进行投资，(5)没有外汇交易经验。

It is important for you to, (1) understand that you are solely responsible for determining whether or not trading in foreign currencies is suitable for you, and (2) that you carefully consider the risks associated with trading in foreign currencies. 很重要让您知道以下几点(1)由您决定外汇交易是否适合您，(2)仔细考虑与外汇交易相关的风险。

Due to the inherent risks of trading in foreign currencies, your investment objective should be speculative in nature. The risk of financial loss can be substantial; therefore, you should consider your circumstances and financial resource before engaging in trading in foreign currencies. You may experience excessive losses that will include your initial investment. Therefore, you should only use risk capital when trading in foreign currencies.

由于外汇交易内在的风险，您所交易的对象本质上的投机性，潜在损失风险较大；因此，您必须在从事外汇交易之前考虑您的环境和经济状况。您遭受的风险损失可能会超过您的初始投资。因此，您只能用风险资本来进行外汇交易。

For more information on foreign currencies and the trading thereof, please visit the Informational Resources section of our website.

要了解更多外汇交易有关信息，请访问我们主页上的信息资源。

**Acknowledgement 确认**

By signing below, you acknowledge that you have considered the risks of trading in foreign currencies and have determined that such trading is suitable for you.

通过在下面签字，您承认您已经考虑过了外汇交易的相关风险并认为这种交易适合您。

\_\_\_\_\_  
Primary Customer Signature 主持有人签名      \_\_\_\_\_  
Print Name 姓名印刷体      \_\_\_\_\_  
Date 日期

\_\_\_\_\_  
Joint Customer Signature 主持有人签名      \_\_\_\_\_  
Print Name 姓名印刷体      \_\_\_\_\_  
Date 日期

\_\_\_\_\_  
Account Number 帐号      \_\_\_\_\_  
Introducing Firm 介绍商



PLEASE READ THIS CAREFULLY. IT PROVIDES INFORMATION ABOUT THE PRIVACY POLICY OF MB TRADING AND MB TRADING FUTURES, INC., (COLLECTIVELY REFERRED TO AS "WE," "US," AND "OUR" THROUGHOUT THIS POLICY), WHICH ARE AFFILIATES UNDER COMMON CONTROL. THIS PRIVACY POLICY CONCERNS NONPUBLIC PERSONAL INFORMATION ABOUT CURRENT AND FORMER ACCOUNTHOLDERS.

请仔细阅读本政策。本隐私政策提供有关MB TRADING AND MB TRADING FUTURES, INC. (在本政策中统称为“我们”和“我们的”) 的隐私政策的信息。MB TRADING AND MB TRADING FUTURES, INC.是由其他公司共同控股的公司。本隐私政策针对账户目前和以前的持有人的非公开个人信息。

## **PRIVACY POLICY CONFIDENTIAL TREATMENT OF CUSTOMER INFORMATION**

隐私政策：客户信息保密协议。

DID YOU KNOW A FEDERAL LAW EXISTS THAT REGULATES THE COLLECTION, USE AND SAFEGUARDING OF YOUR NONPUBLIC PERSONAL FINANCIAL INFORMATION BY: (1) BANKS; (2) SECURITIES, FUTURES AND FOREX INDUSTRY MEMBERS; (3) INSURANCE COMPANIES; AND (4) OTHER FINANCIAL INSTITUTIONS. "NONPUBLIC PERSONAL FINANCIAL INFORMATION" IS DEFINED AS SPECIFIC INFORMATION THAT IS NOT AVAILABLE TO THE GENERAL PUBLIC.

您是否知道联邦法律的存在是为了保障您的非公开个人金融信息, 藉由 (1). 银行; (2). 证券机构; (3). 保险公司; (4). 其他金融机构.

“非公开个人金融信息”是指不对公众开放的具体信息。

BEFORE A COMPANY CAN SHARE YOUR NONPUBLIC PERSONAL INFORMATION THAT YOU HAVE ENTRUSTED WITH THEM, THEY ARE REQUIRED TO NOTIFY YOU IN ADVANCE OF THE SHARING ARRANGEMENT, AND TO GIVE YOU AMPLE TIME TO OPT-OUT.

在公司共享您的非公开信息前, 他们必须提前通知您有关安排, 并给您充足的时间退出。

IT IS OUR DESIRE TO KEEP YOU INFORMED OF CHANGES IN FEDERAL, STATE OR SELF-REGULATORY ORGANIZATION RULES AND REGULATIONS THAT MAY HAVE AN IMPACT ON HOW WE CONDUCT OUR BUSINESS.

我们会及时向您告知联邦, 州或者自治机构有关安全条款和法律对公司的影响。

## **OUR COMMITMENT TO YOUR PRIVACY 我们对您隐私的承诺：**

WE UNDERSTAND THE IMPORTANCE OF MAINTAINING THE PRIVACY OF YOUR PERSONAL AND FINANCIAL INFORMATION. BY ENTRUSTING US WITH YOUR INFORMATION, WE WOULD LIKE TO ASSURE YOU OF OUR COMMITMENT TO KEEPING IT PRIVATE. WE HAVE TAKEN MEASURABLE STEPS TO PROTECT THE CONFIDENTIALITY, SECURITY AND INTEGRITY OF YOUR INFORMATION.

我们知道保持您个人和财政的隐私是多么重要。您把您的信息委托给我们, 我们会保证保护您的信息。我们已经采取了相关措施来保障您信息的保密性, 安全性以及完整性。

THIS NOTICE WILL HELP YOU UNDERSTAND OUR OVERALL PRIVACY POLICY AND THE TYPE OF INFORMATION THAT WE COLLECT, USE AND PROTECT, WHICH WILL ALSO BE PROVIDED TO YOU ON AN ANNUAL BASIS.

这份通知将帮助你了解整个隐私政策以及我们收集, 使用和保护的的信息类别。同时这份通知将每年提供一次, 并且

附属在开户文件中。

## **PRIVATE POLICY SUMMARY 隐私政策摘要：**

WE COLLECT PERSONAL AND FINANCIAL INFORMATION TO OPEN YOUR ACCOUNT, TO PROCESS YOUR TRANSACTIONS, TO ADMINISTER YOUR ACCOUNT, TO VERIFY YOUR IDENTITY, EMPLOYMENT, CREDITWORTHINESS, AND TO CARRY OUT YOUR REQUEST FOR OTHER PRODUCTS AND SERVICES. THE FOLLOWING CATEGORIES ARE EXAMPLES OF PERSONAL NONPUBLIC INFORMATION THAT WILL BE REQUESTED FROM YOU: (1) NAME, (2) DATE OF BIRTH, (3) TRADING HISTORY, (4) TOTAL ASSETS, (5) SOCIAL SECURITY NUMBER, (6) CASH BALANCE, (7) MARGIN INFORMATION, AND (8) POSITIONS. WE HAVE IMPLEMENTED PROCEDURES TO PROTECT YOUR NONPUBLIC PERSONAL AND FINANCIAL INFORMATION.

我们收集您个人以及经济信息来进行开户，进行交易，管理帐户，核实身份、就业信息、个人信用，以及开展其他服务。下面是对需要从您那获得的非公开信息的分类：(1)姓名，(2)出生日期，(3)交易历史，(4)总资产，(5)社会安全号，(6)现金，(7)保证金信息，以及(8)证券头寸。我们会采用相关程序来保护您的非公开的个人和财政信息。

WE DO NOT DISCLOSE YOUR NONPUBLIC INFORMATION TO NONAFFILIATED THIRD PARTIES UNLESS (1) TO FACILITATE YOUR WRITTEN REQUESTS OR INSTRUCTIONS; (2) TO HELP US IMPROVE SERVICES; OR (3) IT IS PERMITTED OR OTHERWISE REQUIRED BY LAW. EXAMPLES OF "IMPROVE SERVICES" INCLUDE EXPERIAN MARKETING SOLUTIONS, INC. "CHEETAH MAIL", WHICH HELPS US WITH (1) CLIENT SATISFACTION SURVEYS AND (2) HELPS US TO ANALYZE AND IDENTIFY CLIENT NEEDS AND NOTIFY CLIENTS OF PRODUCT AND SERVICE OFFERINGS. EXAMPLES OF "PERMITTED BY LAW" INCLUDE OUR CLEARING FIRMS: PENSON FINANCIAL SERVICES, INC. (WHICH CLEARS AND SETTLES YOUR SECURITIES TRANSACTIONS) AND PENSON FUTURES (WHICH CLEARS AND SETTLES YOUR FUTURES TRANSACTIONS); AND CREDIT BUREAUS (E.G. EXPERIAN, EQUIFAX, AND TRANS UNION). EXAMPLES OF "REQUIRED BY LAW" INCLUDE COURT ORDERS AND REGULATORY INVESTIGATIONS.

我们不会向非附属第三方透露您的非公开信息，除非因为以下目的：(1) 为便于执行您的书面请求或指示；(2) 帮助我们改善服务；或 (3) 法律允许或另有规定。“改善服务”示例包括 EXPERIAN MARKETING SOLUTIONS, INC.的“CHEETAH MAIL”，CHEETAH

MAIL帮助我们实施(1)客户满意度调查和(2)帮助我们分析和识别客户需求，并告知客户我们的产品和服务。“法律允许”示例包括我们的清算公司PENSON FINANCIAL SERVICES, INC. (该公司进行证券交易结算)和PENSON FUTURES (该公司进行期货结算)。“法律规定”示例包括法院指令和监管调查。

WE DO NOT SELL, LICENSE, LEASE OR OTHERWISE DISCLOSE YOUR PERSONAL INFORMATION TO THIRD-PARTY MARKETERS OR ANY OTHER ENTITY FOR ANY PURPOSE. OUR COMMITMENT TO PRIVACY PROTECTION EXTENDS TO BOTH CURRENT AND FORMER CUSTOMERS, EXCEPT AS PERMITTED OR REQUIRED BY LAW OR TO IMPROVE OUR SERVICES

我们不会将有关您健康的个人信息用于商业目的。除非法律允许或者法律要求，我们对您隐私保护的承诺不仅适用于现在的客户也包括以前的客户,提升我们的服务。

## **RESOURCES 资源**

OUR EMPLOYEES OR REPRESENTATIVES MAY COLLECT NONPUBLIC PERSONAL INFORMATION ABOUT YOU FROM VARIOUS SOURCES INCLUDING:

我们的员工或销售代表可能通过各种资源收集您的非公开的个人信息：

- (b) YOUR ACCOUNT APPLICATION OR OTHER SUPPLEMENTAL ACCOUNT FORMS. 您的开户申请表或其它开户附表。
- (c) YOUR TRANSACTIONAL HISTORY WITH AFFILIATES MB TRADING AND/OR MB TRADING FUTURES, INC. 关联公司MB TRADING和/或MB TRADING FUTURES的交易记录。
- (d) YOUR ACCOUNT RECORDS INCLUDING TRANSACTIONAL HISTORY WITH NONAFFILIATES PENSON FINANCIAL SERVICES, INC. AND PENSON FUTURES, WHERE IT IS APPROPRIATE. 您的账户记录，包括与非关联公司PENSON FINANCIAL SERVICES, INC.及 PENSON FUTURES 的交易记录。

(e) INFORMATION FROM CREDIT REPORTING AGENCIES (E.G. EXPERIAN, EQUIFAX, AND TRANS UNION).

来自信用报告机构 ( 如 EXPERIAN、EQUIFAX和TRANS UNION ) 的信息。

(f) CURRENT AND PRIOR EMPLOYERS, FEDERAL AND STATE AGENCIES. 当前和以前的雇主、联邦和州机构。

(g) CONSUMER REPORTING AGENCIES SUCH AS MCDONALD INFORMATION SERVICE, INC

消费者征信机构 , 如MCDONALD INFORMATION SERVICE, INC。

## **YOUR NONPUBLIC PERSONAL INFORMATION 您的非公开个人信息**

THE TYPE OF NONPUBLIC PERSONAL INFORMATION COLLECTED VARIES ACCORDING TO THE PRODUCTS OR SERVICES PROVIDED AND MAY INCLUDE, THE FOLLOWING CATEGORIES: (1) NAME, (2) CURRENT AND PRIOR RESIDENT ADDRESSES, (3) PHONE NUMBER, (4) E-MAIL ADDRESS, (5) SOCIAL SECURITY NUMBER, (6) SECURITIES OR FUTURES TRADING HISTORY, (7) DATE OF BIRTH, (8) BANKING RELATIONSHIPS, (9) INTEREST IN OPENING AN ACCOUNT, (10) INVESTMENT EXPERIENCE, (11) TOTAL ASSETS, (12) CASH BALANCES, (13) MARGIN INFORMATION, (14) TRADING POSITIONS, (15) ACCOUNT BALANCES, (16) INCOME, (17) EXCESS MARGIN, (18) MARGIN LOAN RECORDS, AND (19) DEPOSIT AND WITHDRAWAL HISTORY.

收集的非公开个人信息的类型因提供的产品或服务而变化 , 可能包括以下类别 : (1)姓名 ; (2)现在和过去的住址 ; (3)电话号码 ; (4)电子邮件地址 ; (5)社会保险号码 ; (6)证券或者期货交易记录 ; (7)出生日期 ; (8)银行关系 ; (9)开户兴趣 ; (10)交易经验 ; (11)总资产 ; (12)现金余额 ; (13)保证金信息 ; (14)交易头寸 ; (15)账户余额 ; (16)收入 ; (17)超额保证金 ; (18)保证金贷款记录以及(19)存款和取款记录。

INFORMATION COLLECTED IS USED TO PROCESS YOUR TRANSACTIONS, UPDATE YOUR ACCOUNT RECORDS, TO INFORM YOU OF OTHER SERVICES THAT MAY BE OF INTEREST, AND TO ENSURE COMPLIANCE WITH APPROPRIATE REGULATIONS.

收集的信息用来处理交易 , 更新您的账户记录 , 告知其它您可能感兴趣的服务 , 以及确保符合相关法规。

## **SECURITY 安全**

WE LIMIT ACCESS TO ONLY THOSE EMPLOYEES OR REPRESENTATIVES THAT NEED TO KNOW THE INFORMATION IN ORDER TO ASSIST IN CARRYING OUT YOUR REQUEST FOR PRODUCTS OR SERVICES. WE HAVE POLICIES AND PROCEDURES THAT GIVE DIRECTION TO OUR EMPLOYEES, AND REPRESENTATIVES ACTING ON OUR BEHALF, REGARDING HOW TO PROTECT AND USE NONPUBLIC PERSONAL INFORMATION. FURTHER, WE MAINTAIN PHYSICAL, ELECTRONIC, AND PROCEDURAL SAFEGUARDS THAT COMPLY WITH FEDERAL AND STATE REGULATIONS TO GUARD YOUR INFORMATION.

仅限于那些需要知道相关信息以便您提出产品或服务申请的员工或销售代表访问您的个人信息。我们制订了指导我们的员工和销售代表如何保护和使用权非公开的个人信息政策和规定。而且我们还实施符合联邦和州法律法规的物理、电子和程序保护措施 , 以保护您的个人信息。

## **AFFILIATED COMPANIES 关联公司**

WE WILL SHARE INFORMATION WITH AFFILIATES IF THE INFORMATION IS REQUIRED TO PROVIDE A PRODUCT OR SERVICE YOU HAVE REQUESTED. ADDITIONALLY, WE MAY SHARE INFORMATION WITH OUR AFFILIATES ABOUT OUR EXPERIENCES OR TRANSACTIONS WITH YOU OR YOUR ACCOUNT IN ORDER TO MAKE YOU AWARE OF SERVICES AND PRODUCTS FROM WHICH YOU MAY BENEFIT. INFORMATION THAT MAY BE SHARED WITH AFFILIATES INCLUDE YOUR NAME, EMAIL ADDRESS, MAILING ADDRESS, AGE, EMPLOYMENT STATUS, GENERAL ACCOUNT AND DEMOGRAPHIC INFORMATION AND ACCOUNT HISTORY WITH US.

如果信息是提供您所请求的产品或服务所必需 , 我们将与关联公司分享该信息。此外 , 我们还会与我们的关联公司分享与您的交易或您的账户方面的信息 , 以便告知可能对您有用的服务和产品。和关联公司分享的信息包括您的姓名、电子邮件地址、邮寄地址、年龄、就业状态、一般账户和人口统计信息及账户记录。

AN AFFILIATE IS A COMPANY THAT WE OWN OR CONTROL OR WITH WHICH THERE IS COMMON OWNERSHIP WITH US AND OUR PARENT COMPANY. MB TRADING, MB TRADING FUTURES, INC., WGAL, LLC, AND MBT FINANCIAL UK, LTD., ARE AFFILIATES OF EACH OTHER.

关联公司是指我们所有或控股或和我们及我们的母公司有共同所有权的公司。MB TRADING、MB TRADING FUTURES公司和 WGAL, LLC, 以及MBT FINANCIAL UK 公司, 是各自的关联公司。

### **NONAFFILIATED THIRD PARTIES 非关联第三方**

WE DO NOT SHARE NONPUBLIC PERSONAL INFORMATION ABOUT YOU WITH NONAFFILIATED THIRD PARTIES UNLESS OTHERWISE IMPROVE OUR SERVICES TO YOU, OR IS PERMITTED OR REQUIRED BY LAW, OR TO CARRY OUT YOUR REQUEST OR INSTRUCTIONS. THESE NONAFFILIATED THIRD PARTIES INCLUDE EXPERIAN MARKETING SOLUTIONS, INC. "CHEETAH MAIL", GOVERNMENT/REGULATORY ORGANIZATIONS, SUCH AS THE INTERNAL REVENUE SERVICE (IRS), THE SECURITIES AND EXCHANGE COMMISSION (SEC), COMMODITY FUTURES TRADING COMMISSION (CFTC), FINANCIAL INDUSTRY REGULATORY AUTHORITY (FINRA), NATIONAL FUTURES ASSOCIATIONS (NFA) AND TO PARTIES UNDER COURT ORDER OR SUBPOENA THAT REQUEST THIS INFORMATION. DISCLOSURES FOR WHICH YOU HAVE PROVIDED YOUR CONSENT OR YOU HAVE DIRECTED US TO MAKE ARE PERMITTED.

我们不会与非关联第三方分享您的非公开个人信息, 除非这样做可以改善我们的服务水平, 或法规允许或要求这么做, 或用于执行您的请求或指示。这些非关联第三方包括Experian Marketing Solutions, Inc. "Cheetah Mail"、政府/监管机构, 例如美国国税局(IRS)、美国证券交易管理委员会(SEC)、美国商品期货交易委员会(CFTC)、美国金融业监管局(FINRA)、美国全国期货委员会(NFA)及根据法院指令或传票请求此类信息的相关方。在征得您的同意或允许后方可透露您提供的信息。

WE REQUIRE ALL ENTITIES WITH WHICH WE SHARE YOUR NONPUBLIC PERSONAL INFORMATION AGREE TO KEEP YOUR INFORMATION CONFIDENTIAL. WE ALSO PROHIBIT THEM FROM USING OR DISCLOSING YOUR INFORMATION EXCEPT FOR THE LIMITED PURPOSE AND TO THE PERSONS FOR WHOM DISCLOSURE WAS INTENDED, OR AS OTHERWISE PERMITTED BY LAW.

对于和我们分享您的非公开个人信息的所有实体, 我们要求其同意对您的信息保密。我们还禁止他们使用或透露您的信息, 除非用于有限的目的和透露给指定人员, 或法律允许这么做。

OUR PRIVACY POLICY APPLIES, TO THE EXTENT REQUIRED BY LAW, TO EMPLOYEES AND REPRESENTATIVES THAT ACT ON OUR BEHALF. ADDITIONALLY, WE REGULARLY REVIEW PRIVACY POLICIES OF THIRD PARTIES FOR ADMINISTRATIVE SERVICES AND JOINT MARKETING AGREEMENTS TO ENSURE COMPLIANCE WITH APPROPRIATE FEDERAL AND STATE REGULATIONS.

在法律规定的范围内, 我们的隐私政策适用于员工和我们的销售代表。此外, 我们定期审核第三方管理服务和联合营销协议中的隐私政策, 确保符合适用的联邦和州法律法规。

### **OPT OUT OF DISCLOSURE 选择退出披露**

THE LAW ALLOWS YOU TO "OPT OUT" OF OUR SHARING NONPUBLIC PERSONAL INFORMATION ABOUT YOU IN CERTAIN CIRCUMSTANCES WITH AFFILIATED AND NONAFFILIATED COMPANIES; THAT IS, YOU MAY DIRECT US TO NOT MAKE SUCH DISCLOSURES.

法律规定, 您有权"选择退出"我们在某些情况下与关联公司和非关联公司分享您的非公开个人信息, 即您可以要求我们不披露您的相关信息。

HOWEVER, WE DO NOT CURRENTLY SHARE INFORMATION ABOUT YOU WITH ANY AFFILIATE OR THIRD PARTY THAT TRIGGERS THIS OPT-OUT RIGHT. THEREFORE, THERE IS NO NEED FOR YOU TO OPT OUT. IF IN THE FUTURE WE DESIRE TO DISCLOSE YOUR INFORMATION IN A WAY THAT IS INCONSISTENT WITH THIS POLICY, WE WILL NOTIFY YOU IN ADVANCE AND PROVIDE YOU WITH THE OPPORTUNITY TO OPT OUT OF SUCH DISCLOSURE THROUGH ONE OF THE OPTIONS LISTED BELOW.

但是, 目前我们与任何关联公司或第三方分享的信息不会导致此选择退出权的产生。因此, 您无需选择退出信息共享。如果以后我们希望采取不符合本政策规定的方式来透露您的信息, 我们会事先通知您, 您可以通过下面列出的方式选择是否退出相关信息的透露。

IF YOU ELECT TO OPT-OUT OF INFORMATION SHARING, IT WILL REMAIN IN FORCE UNTIL YOU TELL US TO CHANGE YOUR CHOICE OR FOR AT LEAST FIVE YEARS FROM WHEN YOU TELL US YOUR CHOICE. ONCE THAT PERIOD EXPIRES, YOU WILL RECEIVE A RENEWAL NOTICE THAT WILL ALLOW YOU TO CONTINUE TO OPT-OUT OF INFORMATION SHARING FOR AT LEAST ANOTHER FIVE YEARS. YOU CAN OPT BACK IN AT ANY TIME. AN OPT-OUT ELECTION MUST BE MADE FOR EACH ACCOUNT YOU MAINTAIN WITH US.

如果您选择退出信息共享，在您没有通知改变选择之前，您的决定一直有效，或在您告知您的选择后至少五年内有效。一旦该期限结束，您将收到一份更新通知书，您可以选择在至少未来五年内继续退出信息共享。您可以随时选择参加信息共享。必须为您在我们这里开设的所有账户选择是否退出信息共享。

OPTIONS TO OPT-OUT OF THE SHARING OF INFORMATION:

CONTACT US BY PHONE AT (866) 628-3001

LOGIN TO THE SECURED WEBSITE AND SELECT "OPT-OUT OF INFORMATION SHARING"

SEND AN EMAIL THROUGH THE SECURED CUSTOMER WEBSITE TO [optout@mbtrading.com](mailto:optout@mbtrading.com) WITH THE WORDS "OPT-OUT OF INFORMATION SHARING" IN THE SUBJECT LINE AND YOUR MBT ACCOUNT NUMBER IN THE BODY COPY.

选择退出信息共享的方式：

通过拨打电话 (866) 628-3001联系我们

登录安全网站，选择“选择退出信息共享”

通过安全客户网站向[optout@mbtrading.com](mailto:optout@mbtrading.com) 发送电子邮件，主题栏注明“OPT-OUT OF INFORMATION SHARING”（选择退出信息共享），正文写上您的MBT账户号码。

## USE OF COOKIES TECHNOLOGY 使用伺服器暂存技术

### (COOKIES)

A COOKIE IS A SMALL PIECE OF INFORMATION THAT'S SENT TO YOUR BROWSER (ALONG WITH AN HTML PAGE) BY OUR SERVER. WHEN YOU RETURN, SOME STORED INFORMATION IS SENT BACK TO OUR WEB SERVER ALONG WITH YOUR REQUEST. A COOKIE IS UNIQUELY YOURS AND CAN ONLY BE READ BY THE SERVER THAT GAVE IT TO YOU. IT CANNOT READ ANY OTHER PART OF YOUR FILES, NOR CAN IT BE USED TO SEND VIRUSES. WE WILL USE COOKIES ON OUR WEBSITE TO AUTHENTICATE VALID ACCOUNTS AND GRANT ACCESS TO THE SECURE CUSTOMER AREA. THE USE OF COOKIES IS THE SIMPLEST, MOST SECURE, AND MOST WIDELY ACCEPTED FORM OF AUTHENTICATION. SECURITY WILL NOT BE COMPROMISED. USING A COOKIE HELPS ENSURE THAT ONLY YOU HAVE ACCESS TO YOUR ACCOUNT. AUTHENTICATION INFORMATION IS VALID ONLY FOR A SINGLE SESSION AND CHANGES EACH TIME YOU BEGIN A NEW SESSION. WE ONLY REQUIRE COOKIES ON OUR SECURE WEBSITE, SO THEY WILL BE TRANSMITTED USING ENCRYPTION. YOUR PRIVACY IS OF THE HIGHEST PRIORITY. WE HAVE WORKED HARD TO EARN YOUR TRUST AND WE WILL CONTINUE TO DO SO. NO OTHER COMPANY OR WEBSITE CAN ACCESS THE COOKIES. FURTHERMORE, WE WILL USE YOUR PERSONAL INFORMATION ONLY TO SERVICE YOUR ACCOUNT AND TO IMPROVE THE QUALITY OF OUR SERVICE. WE DO NOT SELL YOUR PERSONAL INFORMATION TO THIRD PARTIES.

是指我们的服务器(通过HTML页面)给您的浏览器发送的一小部分信息。当您的请求返回时，这个存储了有关信息的Cookie返回到我们的服务器。Cookie是独一无二的并且只能被发给您Cookie的服务器读写。Cookie不能阅读您文件的其他部分也不能被用来传输病毒。我们使用Cookie来鉴定帐户的合法性并提供进入安全会员区的通道。Cookie的使用是非常简单但又非常安全，并且被广泛用来鉴定。安全性是不容折衷的。使用Cookie能保证只有您才能接触您的帐户。鉴定信息只在单一进程中合法并且随着开始新的进程都会变动。我们只会在我们的安全网页要求Cookie，并且通过加密的方式传播。您的隐私是首要问题。我们努力工作来赢得您的信任并且将继续做下去。其他任何公司或网页都无法接触您的cookie。此外，我们将使用您的个人信息仅仅用来提供服务和改善服务质量。我们不会将您的信息出售给第三方。

## PRIVACY POLICY AMENDMENTS 隐私政策修改

WE RESERVE THE RIGHT TO CHANGE OUR PRIVACY POLICIES AND RELATED PROCEDURES AT ANY TIME, IN ACCORDANCE WITH APPLICABLE FEDERAL AND STATE LAWS. IN THE EVENT THAT WE CHANGE OUR PRIVACY POLICY, YOU WILL BE SENT AN UPDATED COPY OF THE POLICY BY MAIL OR E-MAIL. SHOULD OUR POLICY CHANGE REGARDING THE SHARING OF SUCH NONPUBLIC INFORMATION, YOU WILL RECEIVE A COPY OF THE UPDATED NOTIFICATION PRIOR TO THE SHARING OF SUCH NONPUBLIC INFORMATION AND YOU WILL ALSO BE PROVIDED WITH AN OPPORTUNITY TO OPT OUT OF THE INFORMATION SHARING ARRANGEMENT BY MAIL OR E-MAIL.

我们保留随时根据适用的联邦和州法律更改我们的隐私政策和相关规定的权利。一旦更改我们的隐私政策，我们将通过邮件或电子邮件向您寄送更新的隐私政策。如果我们的隐私政策的更改涉及相关非公开信息的共享，将在共享此类非公开信息之前向您寄送一份更新通知书，您可以通过邮件或电子邮件选择是否退出信息共享

## DIRECT MARKETING 直接市场

DID YOU KNOW THAT MILLIONS OF CONSUMERS ARE SENT HUNDREDS OF PIECES OF UNSOLICITED COMMERCIAL ADVERTISEMENT THROUGH THE MAIL OR CONTACTED BY TELEPHONE EACH YEAR? THE COMPANIES THAT MAKE USE OF THIS TYPE OF SERVICE ARE CALLED DIRECT MARKETERS AND TELEMARKETERS. MANY OF THESE COMPANIES ARE MEMBERS OF THE DIRECT MARKETING ASSOCIATION (DMA); THE OLDEST AND LARGEST TRADE ASSOCIATION FOR USERS AND SUPPLIERS IN THE DIRECT, DATABASE AND INTERACTIVE MARKETING FIELDS.

您知道吗？每年有成千上万封未经请求的商业广告通过邮件或者电话送到几百万消费者。那些提供这种服务的公司被称为直销公司或者电话销售公司。许多这些公司属于直销协会(DMA)的会员。这是最老也是最大的为直接互动的客户和提供商建立的组织。

IF YOU DO NOT WANT TO RECEIVE ANY COMMERCIAL COMMUNICATIONS FROM THE DMA IN THE FUTURE, PLEASE LET THEM KNOW BY CALLING CUSTOMER SERVICE AT (212) 768-7277, BY SENDING AN E-MAIL TO [CUSTOMER@THE-DMA.ORG](mailto:customer@the-dma.org), OR BY WRITING TO THE MAILING ADDRESS BELOW.

如果您不希望将来收到从DMA发来的商业广告，请让我们知道。打电话到客户服务(212) 768 – 7277，或者请发电子邮件到[customer@the-dma.org](mailto:customer@the-dma.org)，或者向以下地址写信：

THE DIRECT MARKETING ASSOCIATION  
ATTN: CUSTOMER SERVICE, OPT OUT  
1120 AVENUE OF THE AMERICAS  
NEW YORK, NY 10036-6700

WHEN CONTACTING THE DMA, PLEASE BE SURE TO INCLUDE COMPLETE INFORMATION ABOUT EACH NAME, ADDRESS, AND TELEPHONE NUMBER THAT YOU WOULD LIKE TO HAVE EXCLUDED FROM THEIR NATIONAL CONTACT LISTS. IF YOU HAVE MOVED WITHIN THE PAST YEAR, YOU SHOULD ALSO INCLUDE YOUR OLD ADDRESS AND PHONE NUMBER. THIS IS ALSO TRUE FOR NAME CHANGES AND THE ADDRESSES AND PHONE NUMBERS ASSOCIATED WITH EACH NAME.

在与DMA联系时，请确保提供完整的信息包括姓名，地址，电话号码等您希望从全国联系表单中除去的信息。如果您过去几年搬过家，您同样需要提供您旧的地址和电话号码。同样包括姓名的更改。

IF YOU HAVE QUESTIONS REGARDING OUR PRIVACY POLICY, OR TO UPDATE YOUR ACCOUNT INFORMATION, PLEASE CALL THE CUSTOMER SERVICE DEPARTMENT AT (866) 628-3001.

如果您对我们的隐私政策还有问题或者需要更新您的帐户信息，请与我们的客户服务部联系 (866) 628 - 3001。

**THIS PRIVACY NOTICE IS PROVIDED TO YOU FOR INFORMATIONAL PURPOSES ONLY. YOU DO NOT NEED TO CALL OR TAKE ANY ACTION IN RESPONSE TO THIS NOTICE. WE RECOMMEND THAT YOU READ AND RETAIN THIS NOTICE FOR YOUR PERSONAL RECORDS.**

这份隐私声明仅告知您相关信息。你不需要在收到声明后打电话或采取其他行动。我们建议您阅读并保留这份声明。

\_\_\_\_\_  
Primary Customer Signature 持有人签名

\_\_\_\_\_  
Print Name 姓名印刷体

\_\_\_\_\_  
Date 日期

\_\_\_\_\_  
Joint Customer Signature 持有人签名

\_\_\_\_\_  
Print Name 姓名印刷体

\_\_\_\_\_  
Date 日期



## FOREIGN CURRENCY CUSTOMER AGREEMENT

**This is a legal contract. Please read carefully before signing.**

**这是一份法律合同，请在签字前仔细阅读。**

This Foreign Currency Customer Agreement (the "Agreement") sets forth the terms and conditions that will govern various over-the-counter spot, forward and options contracts for foreign currency (collectively, "foreign currency contracts") entered into by and between the undersigned customer (the "Customer") and MB Trading Futures, Inc ("MBTF").

这份外汇交易客户协议写明了签字的客户与MBTF之间就有关外汇场外现货和约，远期及期权交易的条款。

1. AUTHORIZATION. One or more accounts will be opened in Customer's name at MBTF to carry Customer's foreign currency contracts (collectively, the "Account"). Customer authorizes MBTF to purchase and sell foreign currency contracts for Customer's Account in accordance with Customer's instructions received through the Automated Systems (as defined in Sections 5(a) and (b) below) or via telephone to the MBTF's trading desk (the "Trading Desk") with MBTF acting as agent or principal, subject to the terms of this Agreement. MBTF also will provide such other services and products as agreed upon between MBTF and Customer. Customer acknowledges that foreign currency contracts are not traded on or guaranteed by a regulated exchange or its clearinghouse and accordingly, acknowledges that trading in foreign currency contracts is not subject to the same regulatory or financial protections as is trading in futures contracts. Customer represents and warrants that (a) he or she understands that as agent or principal opposite MBTF, the parties will each be relying on the creditworthiness of the other, (b) each foreign currency contract will be individually negotiated as to its material economic terms for principal transactions, and (c) MBTF is not acting as an investment adviser, commodity trading advisor or fiduciary with respect to Customer or the Account.

1.

授权。一个或多个帐户以客户的名义在MBTF开户进行外汇交易。客户授权MBTF依照客户通过自动交易系统或者电话发出的指令买入或者卖出外国货币（见条款5 (a) 和5 (b)

）。MBTF同样提供其他服务和产品。客户须认识到外汇交易并不是在一个受严格监管的市场交易，因此不受类似于其他金融市场的监管。客户表示并承诺(a)他理解双方行动基于相互的信任，(b)他理解外汇交易合同中的经济条件是双方协商的，(c)MBTF并不是客户的投资顾问，商品交易顾问或受托人。

2. APPLICABLE RULES AND REGULATIONS. All foreign currency contract transactions in Customer's Account shall be subject to (a) the terms of this Agreement and all related agreements, (b) the laws, regulations, rules and interpretations of any applicable governmental, regulatory or self-regulatory authority, and (c) customs and usages of trade (all of the foregoing, as in force from time to time, collectively referred to as "rule or law"). If any term or provision of this Agreement is, or at any time becomes, inconsistent with any present or future rule or law or otherwise is invalid or unenforceable, the inconsistent term or provision shall be deemed amended or superseded to conform with such rule or law, but in all other respects this Agreement shall continue in full force and effect. Neither MBTF, nor its officers, directors, managers, managing members, members, employees, affiliates, agents or delegates (collectively, the "MBTF Parties") shall be liable to Customer as a result of any action reasonably taken by the MBTF Parties to comply with such rule or law. MBTF's violation of any rule or law shall not provide Customer in any legal, reparation, arbitration or other proceeding with (a) a defense to a claim by MBTF for money or other property due under this Agreement or (b) a basis for a claim by Customer that money or other property is due from MBTF, unless such violation has been determined to be in relation to a transaction that Customer did not give instructions to effect and is the direct cause of Customer's claimed indebtedness to MBTF.

2.

适用规则和法规。客户所有的外汇交易应该适用以下规则(a)该协议以及相关协议中的所有条款，(b)所有适用政府，机构，自律机构的法律法规和司法解释，(c)行业规定、习惯、用语。如果该协议中任意一条款与现行法律法规冲突将被视为无效，同时该条款将需要被修改或停用直到符合相关规定，协议其他部分依然有效。任何MBTF及其员工，附属机构，代理或者代表都不会对因为遵照法律法规而采取的合理行动所导致的后果负责。MBTF任何违反法律的行为并不一定给与客户任何法律的赔偿或者申诉的权利 (a), MBTF对索赔的抗辩或者 (b)

除非此种过失被判定是由于客户未实现指令并且是造成客户所要求之债务的直接原因，客户向MBTF提出的金钱索赔的基础。

3. PAYMENT OBLIGATIONS OF CUSTOMER. Customer agrees to pay MBTF upon demand (a) such charges, fees and costs as MBTF may from time to time charge (including but not limited to, markups, spreads, brokerage charges, commissions, service fees, transfer fees and other charges); (b) all applicable regulatory and self-regulatory fees or charges, if any; (c) any applicable tax imposed on transactions in foreign currency contracts; (d) all compensation of any introducing broker or trading advisor payable from the Account, which MBTF shall promptly deduct from the Account and remit to such person(s); (e) the amount of any trading losses in the Account; (f) any debit balance or deficiency in the Account; (g) interest on any debit balances or deficiencies in the Account, at the rate set forth in this Section 3, together with costs and reasonable attorneys' fees incurred in collecting any such debit balance or deficiency; and (h) any other amounts owed by Customer to MBTF with respect to the Account or any transactions therein. All commissions, charges or fees of MBTF or compensation to any introducing broker or trading advisor shall be set forth on the Fee Schedule monthly e-mailed. MBTF may change its commissions, charges, and/or fees without notice. Customer agrees to be liable to MBTF for interest on amounts due from Customer to MBTF at an interest rate equal to three (3) percentage points above the then prevailing prime rate at MBTF's principal bank or the maximum interest rate allowed by law, whichever is lower. All such charges shall be paid by Customer as they are incurred and Customer hereby authorizes MBTF to withdraw the amount of any such charges directly from Customer's Account. Any payments required to be made by Customer and not deducted directly from the Account shall be made by wire transfer (or by check if permitted by MBTF in its sole and absolute discretion) of immediately available funds to the account of MBTF as set forth in the Customer Application Form accompanying this Agreement. Customer agrees that when requested, whether by telephone or other communication, Customer will furnish MBTF with names of bank officers and information necessary for immediate verification of such wire transfers.

3.

客户支付的义务。客户同意根据要求支付给MBTF(a)这些费用，手续费和成本可能会随时变动（包括但不限于，价差，点差，经纪费用，佣金，服务费，转帐费以及其他费用）；(b)

如果有的话，所有机构或自治机构收取的费用；(c)任何外汇交易所涉及的税费；(d)所有给介绍商或者交易咨询师的补偿，这些都会及时的从帐户扣除并付给他们；(e)任何交易所造成的损失；(f)帐户余额不足或除帐；(g)除帐利息，利息按照第三款另外还包括因收取欠款而导致的合理的律师费用；(h)以及其他因帐户或者交易导致的欠款。所有的佣金，手续费或者补偿给介绍商的费用在扣除时不会通知您。客户同意利息按照比目前市价利息高3个百分点或者法律允许的最大利息来计算。客户同意MBTF将所有这些应付款项从客户的帐户中直接划出。所有应由客户支付但不直接从帐户中扣除的款项应该通过电汇（或者MBTF允许的支票）将资金汇到MBTF的帐户。当向客户提出请求时，无论通过电话还是其他通讯手段，客户都会为MBTF提供银行雇员信息以及其他能核实该电汇来源的必要信息。

4. ACKNOWLEDGMENT OF RISKS AND CONFLICTS OF INTEREST. CUSTOMER ACKNOWLEDGES THAT TRADING IN FOREIGN CURRENCY CONTRACTS IS A SPECULATIVE ACTIVITY INVOLVING LEVERAGE AND RAPIDLY FLUCTUATING MARKETS. DESPITE SUCH RISKS, CUSTOMER IS WILLING AND ABLE TO ASSUME THE FINANCIAL RISKS AND OTHER HAZARDS OF TRADING IN FOREIGN CURRENCY CONTRACTS. CUSTOMER RECOGNIZES THAT GUARANTEES OF PROFIT OR FREEDOM FROM LOSS ARE IMPOSSIBLE IN FOREIGN CURRENCY CONTRACT TRADING. CUSTOMER ACKNOWLEDGES THAT CUSTOMER HAS RECEIVED NO SUCH GUARANTEES FROM MBTF OR FROM ANY OF ITS REPRESENTATIVES OR ANY INTRODUCING BROKER OR TRADING ADVISOR AND HAS NOT ENTERED INTO THIS AGREEMENT IN CONSIDERATION OF OR IN RELIANCE UPON ANY SUCH GUARANTEES OR SIMILAR REPRESENTATIONS. CUSTOMER HAS READ AND UNDERSTANDS THE FOREIGN CURRENCY TRANSACTIONS RISK DISCLOSURE STATEMENT ACCOMPANYING THIS AGREEMENT. IF APPLICABLE, CUSTOMER ALSO ACKNOWLEDGES RECEIPT OF SEPARATE WRITTEN DISCLOSURE CONCERNING CONFLICTS OF INTEREST BETWEEN MBTF AND ANY THIRD PARTY, SUCH AS CUSTOMER'S TRADING ADVISOR OR INTRODUCING BROKER, AND SPECIFICALLY CONSENTS TO ANY SUCH CONFLICT OF INTEREST.

4.

承认风险和利益的冲突。客户应承认外汇交易是一项投机活动，涉及到杠杆和市场的波动。尽管有这些风险，客户愿意并且能够承担这些金融风险或其他灾难性后果。客户应认识到在外汇交易中保证盈利或者不会亏损是不可能的。客户承认自己并没有从MBTF或其介绍经纪商或其交易顾问得到任何类似的保证。客户已经阅读并且理解外汇交易风险披露声明中的内容。如果存在的话，客户应承认收到一份单独的书面披露，涉及到MBTF与第三方，比如客户的交易顾问或者经纪人，之间的利益冲突，并且同意这种利益的冲突。

5. RISK OF LOSS; LIMITATION OF LIABILITY. (a) All transactions effected for Customer's Account and all fluctuations in the market prices of the foreign currency contracts carried in Customer's Account are at Customer's risk, and Customer shall be solely liable therefore under all circumstances. Customer represents and warrants that Customer is willing and financially able to sustain such losses, and that the trading of foreign currency contracts is suitable for Customer. MBTF is not responsible for the performance or non-performance by any third party (including other dealers or banks) to MBTF of its obligations in respect of any foreign currency contract or other property of Customer; or for delays in the transmission, delivery or execution of Customer's orders due to malfunctions of communications facilities or systems or other causes beyond MBTF's reasonable control or anticipation. MBTF shall not be responsible for the actions or non-actions of agents selected by MBTF in good faith or appointed at the request of Customer, whether such action and/or non-action amounts to negligence or inability on the part of the relevant agent. Moreover, as long as MBTF has a good faith belief that it is following directions issued by the Customer, MBTF shall not have any liability for any losses resulting from trades directed by someone other than the Customer.

5.

损失的风险；有限责任。(a)所有客户指定的交易以及外汇市场波动的风险属于客户本身，客户应该对所有的后果负责。客户表示并保证自己愿意并且能够承担该损失，并且这种交易适合自己。MBTF不对第三方的作为或者不作为（包括交易员或者银行）负责；也不对因为系统失灵或其他不可抗力造成的传输延迟或者执行客户订单延迟负责。MBTF也不会对因为代理按照客户的请求而执行的作为或不作为负责，无论这种作为或不作为是否被看成疏忽或者失责。而且，只要MBTF的诚实信用信仰顾客之外，经由顾客发布，MBTF不会有任何责任因于某人指挥的贸易作任何损失。

(b) Customer consents to MBTF's use of automated systems or service bureaus in conjunction with Customer's Account, including, but not limited to, automated order entry, order routing and/or order execution systems; record keeping, reporting and Account reconciliation systems; and risk management systems (collectively, "Automated Systems"). In addition, Customer will be allowed access to certain Automated Systems in order to place orders for transactions in foreign currency contracts and to access other account services and products provided by MBTF. Customer understands that the use of Automated Systems entails risks, including, but not limited to, interruption of service, system or communications failure, delays in service, and errors in the design or functioning of such Automated Systems (collectively, a "System Failure") that could cause substantial damage, expense or liability to the Customer. MBTF MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO THE SELECTION, DESIGN, FUNCTIONALITY, OPERATION, TITLE OR NON-INFRINGEMENT OF ANY AUTOMATED SYSTEM, AND MAKES NO EXPRESS OR IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, TITLE AND/OR NON-INFRINGEMENT, AND SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTY WITH RESPECT THERETO. WITHOUT LIMITING THE FOREGOING, MBTF EXPRESSLY DISCLAIMS ANY REPRESENTATION THAT ANY AUTOMATED SYSTEM WILL OPERATE UNINTERRUPTED OR BE ERROR-FREE.

(b)

客户同意MBTF使用与客户帐户相关联的自动交易系统或服务机构，包括但不限于，自动订单输入，订单传输与执行；纪录保存，报告以及帐户调节系统；风险关系系统；另外，客户还会被允许使用某种自动交易系统来设置订单或者使用其他MBTF提供的服务和报价。客户理解到使用这些自动交易系统有风险，包括但不限于服务的中断、系统或者通讯的中断，服务的延迟，以及其他系统设计上的问题（总归为系统问题），这些风险可能会造成巨大的损失。MBTF从未表明或明确、暗示保证这个交易系统永远不会中断或不出现任何问题。

(c) In addition to the limitation of liability set forth in Section 5(a) above, the MBTF Parties will have no liability whatsoever for any claim of loss, cost, expense, damage or liability of Customer or any third person arising out of or relating to any System Failure or other errors, automated or human, in the functioning of any MBTF system or human participation in any MBTF system, regardless of whether such claim is based on contract, tort, strict liability or any other theory. The MBTF Parties will not have any liability for the actual or alleged insufficient exercise of care in selecting any sub-agents or in selecting, monitoring or operating any Automated System, for any failure or delay in informing Customer of any System Failure or in taking action to prevent or correct any such System Failure. In no event will the MBTF Parties have any liability for any incidental, special or consequential damages, including, but not limited to, loss of profits or loss of use, even if MBTF was aware of the likelihood of such damages. MBTF has no responsibility to inform Customer of (i) any decision to use, not use or cease using any Automated System, (ii) the characteristics, functions, design or purpose of any Automated System, or (iii) any specific risks inherent in any Automated System.

(c)

除以上第5(a)条款所指出的有限责任外，MBTF对任何MBTF系统运行过程中或人员参与任何MBTF系统运行时自动产生或人为造成的系统故障或其它错误引起或与之相关的客户或任何第三方损失索赔、成本、费用、损坏或债务概不负责，不论该等索赔是否基于合同、侵权行为、严格法律责任还是其它任何理论。MBTF也不会为因为没有充分的照看系统或者未采取任何行动来纠正错

误而负责。无论在任何情况，MBTF都不会对偶然发生，特殊或者引发的损失负责，尽管MBTF已经意识到这种损失的可能性。这些损失包括但不限于盈利的损失。MBTF没有责任通知客户(1)使用，不使用或暂停使用自动交易系统，(2)自动交易系统的特性，功能，设计和目的。以及(3)自动交易系统内在的某种风险。

(d) In addition to the limitation of liability set forth herein, MBTF Parties will have no liability whatsoever for any claim of loss, cost, expense, damage or liability of Customer or any third person arising out of or relating to the use by Customer of any third party software. Moreover, MBTF shall have no liability for any amounts or fees paid by MBTF to third party vendors directly from Customer's account pursuant to an agreement between Customer and the third party vendor.

(d) 除责任范围之外此中不要指出，MBTF

集團將無責任為要求損失、價格、費用、或与用途相关的顾客或任何第三人称的损伤或者责任任何要求由任何第三方软件的顾客。而且，

MBTF不会有责任为MBTF或费支付的任何数额对第三方供应商直接地从客户帐户寻求一个协议在顾客和第三方供应商之间。

(e) In addition to the limitations of liability set forth herein, MBTF Parties shall have no liability for "clearly erroneous transactions." A 'clearly erroneous transaction' is defined as, but shall not be limited to, an execution of an order at a price substantially different from, or inconsistent with, the prevailing market for a given currency pair on a trading day (as determined in the interbank market) or, as applicable, outside the traded range for a given currency pair for a particular moment in time (as determined in the interbank market) that may be in question. The parties hereto further acknowledge that MBTF may, in its sole discretion, establish policies by which a Customer may address executions on orders that the Customer believes were executed in error. Customer hereby agrees that it shall be bound by the terms and procedures established by any such policy. All policies relating to clearly erroneous transactions shall be readily viewable on MBTF's website and may be modified, amended or eliminated without further notice to Customer.

(e)除此之外提出责任的追訴時效，MBTF一方不会有责任为被定义為“明显地交易错误”。

‘明显地交易错误’，但不会被限制於，執行指示的价格的不同，或在一交易日(取决于银行间的市场)與主要市场貨幣對貨幣的組合方式的不一致，

或如可适用於，在被换的范围以外为一个特定货币的特殊时间点,也许是考虑中的范围(取决于银行间的市场)。關於這個更進一步告知，

MBTF可有自行處理權，建立一個告知命令執行且相信执行错误顾客的政策。顾客特此同意任何建立像此和做法与期限一定的政策。所有与明显地交易错误相关政策将可在MBTF的网站公佈，并且不進一步的通知顾客此政策的修改，訂正。

6. PRICING INFORMATION; TRADING RECOMMENDATIONS. (a) MBTF will make available to Customer, by posting on the Automated Systems or through the Trading Desk, bid prices and ask prices from independent third party sources that are prepared to enter into foreign currency contracts with Customer. MBTF expects that these prices will be reasonably related to the bid prices and ask prices available in the market at that time for similar transactions, but a number of factors, including but not limited to, communication system delays, high volume or volatility can result in deviations between prices made available through MBTF by other sources. MBTF makes no warranty, express or implied, that bid prices and ask prices represent bid prices and ask prices then prevailing in the market.

6. 价格信息；交易建议。(a)

MBTF通过自动交易系统或者盘房将从独立第三方资源获取的可交易的买卖价格提供给客户。MBTF希望这些价格能合理的反映目前市场可交易的买卖价格，但是由于一些因素，包括但不限于，通讯系统的延迟，巨大的成交量或波动导致MBTF提供的买卖价格之间差异。MBTF没有保证，表示或暗示所提供的买卖价格是当时市场的主流报价。

(h) Any market information furnished to Customer by MBTF is incidental to the conduct of MBTF's business as a foreign currency agent and shall not serve as a basis for Customer's trading decisions. Customer acknowledges that any market information provided by MBTF, while based upon information from sources that MBTF believes to be reliable, may be incomplete, inaccurate or unverified and MBTF makes no representation, warranty or guarantee as to the accuracy of any such information. Customer further understands and acknowledges that MBTF is acting as agent with respect to the foreign currency transactions for Customer's Account and, therefore, has no financial incentive in providing market information that would otherwise benefit MBTF and disadvantage Customer. MBTF shall have no responsibility or liability hereunder as a result of any information given by a representative of MBTF whether or not made or given at the request of Customer. Any instruction

given by Customer is based upon Customer's own independent and informed decision and not in reliance on any information or statement made by any of MBTF's employees, representatives or agents

(b) MBTF为客户提供的任何市场信息只是MBTF以外汇交易代理的名义开展生意的辅助手段而不能视为客户交易的依据。客户承认MBTF提供的任何市场信息，尽管MBTF认为信息来源可靠，也有可能不完整，不正确或者未经证实。MBTF从未表示，保证或者担保这些信息的正确性。客户还理解并且承认MBTF是以代理的身份来开展业务，因此没有经济上的刺激来提供这些信息，除非是损人利己。MBF没有义务或责任，提供给客户市场信息。任何交易指令都是客户基于自己的判断而非依靠MBTF的员工或者代表所提供的信息或建议。

(c) CONVERSION OF EXOTIC PAIRS TO USD. Customer acknowledges that all amounts in Customers' accounts are listed in USD and when Customer places a trade on non-USD pairs, Customer's account may not actually reflect the correct conversion rates. Customer further acknowledges that the conversion of exotic pairs to USD may result in an incorrect display in Customer's account that does not reflect the actual clearing rate. In such circumstance, MBTF may make any adjustment, credit or debit, necessary to correct the display to the actual conversion rate. MBTF shall not be liable for any claims related to such adjustments.

(i)

外币组合与美元的兑换。客户确认客户账户所有金额均以美元标示，当客户对非美元组合进行交易时，客户账户可能不会反映实际正确的兑换率。客户还确认，外币组合与美元的兑换可能造成客户账户中显示错误的金额，且没有反映实际的清算利率。在该等情况下，MBTF可能进行必要的借贷调整，以按实际兑换率正确显示金额。MBTF对与该等调整引起的任何索赔概不负责。

(d) MBTF does not provide or give any trading recommendations or advice to Customer. MBTF shall have no responsibility or liability hereunder as a result of any prediction, recommendation or advice made or given by a representative of MBTF whether or not made or given at the request of Customer. Any instruction given by Customer is based upon Customer's own independent and informed decision and not in reliance on any recommendations or advice made by any of MBTF's employees, representatives or agents.

(d) MBTF不会提供任何交易建议和咨询给客户。MBTF不对任何MBTF的员工，代表所提供的预测，建议负责，无论是否客户请求。任何交易指令都是客户基于自己的判断而非依靠MBTF的员工或者代表所做的推荐或建议。

(e) EXPERT ADVISORS IN METATRADER 4 (MT4) AND/OR ANY LATER VERSION OF THE METATRADER FAMILY OF PRODUCTS. (1) An expert advisor (EA) is programmed using the MQL 4 (script language for metatrader 4) programming language. These robots are programmed to trade forex on the MetaTrader platform. Expert Advisors have different levels of automation. Expert Advisors use the different technical indicators supplied by the metatrader platform in order to assess market conditions and execute trading decisions. These strategies control the different variables of trading including automatically adjusting stop loss, trailing stops and take profit levels. (2) Customer acknowledges that the Automated System may on occasion reject a request by an EA to close a trade. In such circumstance, Customer shall permit MBTF to manually close the trade. Customer waives all claims related to the failure of MBTF to close a trade by an EA and all claims related to any delay or failure of MBTF to manually close a trade.

(e) METATRADER 4 (MT4)和/或以后的METATRADER系列产品版本中的专家顾问(Expert Advisor)。(1) Expert Advisor程序使用MQL 4 ( metatrader

4脚本语言 ) 编程语言编制。通过编程，专家顾问机器人可以在MetaTrader平台上进行外汇交易。Expert Advisor有多种自动化级别。Expert

Advisor使用metatrader平台提供的各种技术指标评估市场状况和执行交易决策。这些策略控制交易的不同因素，包括自动调整止损、移动止损和赢利水平。(2)

客户确认自动化系统有时可能拒绝EA关闭交易的请求。在该等情况下，客户允许MBTF手动关闭交易。客户放弃与MBTF无法通过EA关闭交易相关以及与MBTF未及时手动关闭交易或关闭失败相关的所有索赔。

7. INDEMNIFICATION. Customer agrees to indemnify, defend and hold harmless the MBTF Parties and their respective successors and assigns from and against any liability, loss, cost or expense (including, without limitation, reasonable legal fees and expenses, costs of collection of debit balances, interest and any fines imposed by any exchange, self-regulatory organization or governmental body), including third party claims and claims by or against Customer, arising from (a) any failure of Customer to perform his or her obligations under this Agreement, (b) any failure of Customer to comply with any rule or law, (c) any representation or warranty made by Customer in this Agreement or in the forms attached hereto ceasing at any time to be true or accurate, (d) any liability relating to Customer's use of third party software, or (e) any fees paid by MBTF to third

party vendors from Customer's account pursuant to an agreement between Customer and the third party vendor. Customer further expressly agrees to reimburse MBTF for all costs and attorney fees incurred in defending or responding to any unsuccessful claim asserted by Customer against MBTF.

7.

免责。对于因以下事项引起的任何责任、损失、费用或支出（包括但不限于合理的法律费用和支出、取走借方余额的费用、利息和任何交易所、自律组织或政府机构实施的任何罚款），客户同意MBTF各方及其各自继承人和受让人免于任何责任，包括第三方索赔和客户索赔或针对客户的索赔：(a) 客户未履行其在本协议中的义务；(b) 客户未遵守任何法律法规；(c)

客户在本协议或本文中所附的表格中作出的随时中止的陈述或保证真实准确；(d) 和用户使用第三方软件相关的任何责任；或(e) MBTF根据客户与第三方经销商的协议，通过客户账户向第三方经销商支付的任何费用。客户还明确同意，如果客户对MBTF索赔不成功，须补偿MBTF应诉过程中产生的一切费用和代理费。

8. RECORDING. Customer has been informed that all conversations regarding Customer's Account, orders and foreign currency contracts between Customer and MBTF (or any of their respective agents) may be recorded by MBTF, without any obligation of MBTF to make or retain such recordings, and Customer irrevocably consents to such recordings and to MBTF's use of such recordings in any proceeding or as MBTF otherwise deems appropriate.

8.

记录。客户需知道所有客户与MBTF（或其代表）之间就外汇合同及订单的对话都被MBTF记录下来，MBTF没有任何义务保留或录制记录，并且客户必须不可撤销地同意这些记录并且MBTF在任何诉讼中或MBTF认为正确的情形下使用这些记录。

9. FOREIGN CURRENCY. If any transaction for Customer's Account is effected in any market on which transactions are settled in a foreign currency (a) any profit or loss arising as a result of a fluctuation in the rate of exchange between such currency and the United States dollar shall be entirely for Customer's Account and risk, (b) all initial and subsequent margin deposits required or requested by MBTF shall be in United States dollars or, if requested by MBTF, in the currency required by the applicable exchange or clearinghouse, and (c) MBTF is authorized to convert funds in Customer's Account into and from such foreign currency at rates of exchange prevailing at the banking and other institutions with which MBTF normally does business.

9.

外国货币。在任何外汇市场中其交易都是以外国货币结算的(a)由于汇价的波动而造成的盈亏统一由美元衡量；(b)所有初始及随后的保证金注资都要求是美元或者可以兑换的其他货币。(c)MBTF被授权将客户的注资以目前的市场普通汇价兑换成美元。

10. MARGIN REQUIREMENTS. Customer will at all times maintain such margins and premiums for Customer's Account as required from time to time by MBTF. Customer shall make deposits of margin or premium as MBTF requests within a reasonable time after such request. IN THE ABSENCE OF UNUSUAL CIRCUMSTANCES, [ONE (1) HOUR] SHALL BE DEEMED TO BE A REASONABLE TIME; HOWEVER, MBTF RESERVES THE RIGHT TO REQUEST DEPOSITS ON SHORTER NOTICE IN ITS SOLE AND ABSOLUTE DISCRETION. Margin deposits shall be made by wire transfer (or by check, if permitted by MBTF in its sole and absolute discretion) of immediately available funds and shall be deemed made when received by MBTF. MBTF's failure at any time to call for a deposit of margin shall not constitute a waiver of MBTF's rights to do so at any time thereafter, nor shall it create any liability of MBTF to Customer. MBTF may increase or decrease applicable margin requirements at any time in its sole and absolute discretion upon notice. MBTF shall not be required to pay interest on funds in Customer's Account except as may be agreed upon in writing from time to time.

10. 保证金要求。

客户的帐户必须随时按照MBTF的要求维持一定数量的保证金。客户必须在收到MBTF要求后需在合理的时间内完成保证金的注资。在没有突发事件的情况下，1小时被视为合理的时间。但是，MBTF保留要求在更短的时间内完成注资的权利。保证金注资需通过电汇（或MBTF许可接受的支票）完成。MBTF如果未能发出追加保证金的通知，并不表示放弃了当时的这个权利，也不能成为MBTF对客户责任。MBTF可以根据自己独立的要求随时增加或减少保证金要求。除非事先书面说明MBTF不需要为客户的资金支付利息。

11. COMMISSION CHARGE PROVISIONS. Foreign currency transactions entered into between Customer and MBTF that are handled on an agency basis will be subject to negotiated commissions. For current commissions, visit [www.mbtrading.com/fx/commissions.asp](http://www.mbtrading.com/fx/commissions.asp)

11. 佣金条款。客户与MBTF达成外汇交易是基于代理的模式，因此需支付一定的佣金。当前的佣金请见

12. NETTING PROVISIONS FOR PRINCIPAL TRANSACTIONS. All foreign currency contracts entered into between Customer and MBTF will be subject to the following netting provisions:

12. 交易净值条款。客户与MBTFD达成的外汇交易都是按照如下净值条款：

(a) Netting by Novation. Each foreign currency contract made between Customer and MBTF will immediately, upon its being entered into, be netted with all then existing foreign currency contracts between Customer and MBTF for the same paired currencies having the same delivery date so as to constitute a single foreign currency contract.

(a) 契约净值。

每笔外汇交易和约一旦成交，将和已存在的同样货币和约并且有同样交割期的和约一道计算净值，这样相当于组成一笔单独的和约。

(b) Payment Netting. If on any delivery date more than one delivery of a particular currency is to be made between Customer and MBTF pursuant to a foreign currency contract, each party shall aggregate the amounts deliverable by Customer and only the difference, if any, between these aggregate amounts shall be delivered by the party owing the larger amount to the other party.

(b) 支付净值。

在一个交割日期如果某对货币在客户与MBTF之间有多个交割单，则双方将仅交割差额部分，需交割更多的一方将差额部分支付给另一方。

(c) Discharge and Termination of Options. Any call option or any put option written by a party will automatically be terminated and discharged, in whole or in part, as applicable, against a call option or a put option, respectively, written by the other party. Such termination and discharge will occur automatically upon the payment in full of the premium payable in respect of such options; provided that such termination and discharge may occur only in respect of options: (i) each being with respect to the same put currency and the same call currency; (ii) each having the same expiration date and expiration time; (iii) each being of the same style, i.e. both being American Style options or both being European Style options; (iv) each having the same strike price; and (v) neither of which shall have been exercised by delivery of a notice of exercise. Upon the occurrence of such termination and discharge, neither party shall have any further obligation to the other party in respect of the relevant options or, as the case may be, parts thereof so terminated and discharged. In the case of a partial termination and discharge (i.e., where the relevant options are for different amounts of the currency), the remaining portion of the option that is partially discharged shall continue to be an option for all purposes of this Agreement

(c) 撤消或者中止期权。

如果一个买入或者卖出期权被一方自动中止或撤消，同时另一方也对应地中止或撤消买入或卖出期权时，那么双方都必须各自支付给对方自己应该支付的金额。(1) 双方都是买入或者卖出某对货币，(2) 双方的期权都是同样的到期日期和时间；(3) 双方期权都是同样的形式，比如，都是美国式期权或者欧洲式期权；(4) 每个人都是同样的执行价；并且(5) 任何一方都不会被通知结算而被执行。如果发生了中止或者取消，双方都不会对各自的相关期权负有更多的责任。如果出现了部分撤消或中止，那么剩下的那部分期权仍然可视为一个有价值的期权。

13. CROSS TRADE CONSENT. The Customer hereby acknowledges and agrees that a director, officer, affiliate, associate, employee, bank, bank employee or dealer associated with MBTF may be the opposing broker for a trade entered into for the Customer's account and the Customer hereby consents to any such transaction, subject to the limitations and conditions, if any, contained in the Rules or Regulations of any bank, institution, exchange or board of trade upon which such buy or sell orders are executed, and subject to the limitations and conditions, if any, contained in any applicable regulations of the Commodity Futures Trading Commission, National Futures Association, United States Federal Reserve or other regulatory agency

13. 交叉交易。

客户承认并且同意MBTF可能会是您的交易对手，因此这种交易有一定的限制和条件，这些法规来自商品期货交易委员会，国家

期货协会，美国联储等其他监管机构。

14. SECURITY AGREEMENT. All property of Customer held by or for MBTF, including without limitation foreign currency contracts, cash, securities, letters of credit or other property (each referred to as "Collateral") in Customer's Account (including all proceeds of such Collateral), is hereby pledged to MBTF and shall be subject to a general lien and first priority security interest and right of setoff in MBTF's favor to secure any amounts at any time owing from Customer to MBTF. Customer shall not grant any security interest in the Collateral to any person other than MBTF. In the event that the Collateral is at any time insufficient to satisfy Customer's indebtedness to MBTF, Customer shall pay the deficit within [twenty-four (24) hours] following delivery of MBTF's request for payment or as otherwise required by MBTF in its sole discretion. If payment is not made within such time as MBTF directs, Customer shall pay interest on the unpaid indebtedness at the interest rate set forth in Section 3 above, plus service charges and all costs of collection (including without limitation reasonable attorneys' fees). Customer hereby grants MBTF the right to borrow, pledge, repledge, hypothecate, rehypothecate, loan or invest any of the Collateral, including utilizing the Collateral to purchase United States Government Treasury obligations pursuant to repurchase agreements or reverse repurchase agreements with any party (including an affiliate of MBTF), in each case without notice to Customer, and without any obligation to pay or account to Customer for any interest, income or benefit that may be derived therefrom except as may be separately agreed in writing.

#### 14. 保障协议。

所有客户在MBTF的资产都享有普通留置权并且当客户欠有MBTF款项时有权被优先处置。客户不能将此保障权转给其他人。如果客户资产不能清偿客户所欠款项时，客户需在接到MBTF的付款请求后于24小时内还清。如果支付未能完成，客户还应该为未付款支付利息，还包括服务费以及其他收费(包括，但不限于律师费)。如果未能通知到客户，客户准许MBTF利用客户的资产按照回购协议或者反向回购协议购买美国政府国债，同时除非单独书面协议，MBTF不需要支付给客户利息，收益。

15. REMEDIES. In the event that (a) Customer dies or becomes incapacitated; (b) MBTF is unable to contact Customer due to Customer's unavailability or due to unforeseeable breakdown in communications systems or facilities; (c) Customer terminates, dissolves, suspends its usual business or any material portion thereof; (d) a petition for insolvency, bankruptcy, assignment for the benefit of creditors or receivership is filed by or against Customer or Customer is generally unable to pay debts as they become due (or Customer admits such inability in writing); (e) Customer's Account is attached; (f) Customer fails to perform any material obligation under this Agreement, including without limitation a failure to satisfy any margin call or debit balance in the Account; (g) Customer fails to provide MBTF with any information requested pursuant to this Agreement or the Customer Account Application; or (h) MBTF in its discretion reasonably deems it necessary for its protection, MBTF shall have the right, in addition to any other remedy available by law or in equity, to (i) apply any Collateral (or sell any such Collateral and apply the proceeds therefrom) toward amounts payable by Customer hereunder; (ii) cover or close out any position Customer may have with MBTF (including but not limited to whole or partial liquidations of Customer's Account; buying in property which Customer's Account may be short; the exercise of any option; or the straddling of existing open positions if they cannot be satisfactorily liquidated because the market is illiquid, or for any other reason); or (iii) cancel any or all pending orders, refuse to accept new orders and/or refuse to enter into new contracts with Customer, all without liability on MBTF's part to the Customer or any third party. Any of the above remedies may be taken without demand for Collateral or additional Collateral and without prior notice to Customer. The above remedies are solely for MBTF's protection and any non-resort or partial resort to those remedies shall not relieve Customer of any of its obligations under this Agreement. Notwithstanding anything to the contrary set forth above, if an event specified in clause (d) of this Section 15 has occurred, then upon the occurrence of such event, all outstanding foreign currency contracts will be deemed to have been automatically terminated as of the time immediately preceding the institution of the relevant proceeding, or the presentation of the relevant petition upon the occurrence with respect to Customer of such specified event

#### 15. 补偿。

如果(a)客户死亡或成为无行为能力人；(b)由于通讯设备中断导致MBTF无法联系到客户时；(c)客户中止，解散，或停止了其日常经营活动；

(d)客户申请破产或者客户无法按期支付应付款项时；(e)客户的帐户被法院查封；(f)客户无法根据协议完成任何物质性的责任，包括但不限于无法追加保证金或支付欠款；(g)客户无法按照协议提供给MBTF所需要的信息；或者(h)MBTF认为出于对自己保护的必要，MBTF有权得到法律所支持的补偿，包括(1)用客户存在MBTF的财产来支付应付款项。(2)冲销或者关闭头寸(包括但不限于完全或部分清算客户帐户；买入客户可能空头的资产；执行任何期权；或者对冲某头寸，如果由于流动性缺乏或其他原因而不能满意地清算头寸时)，或者(3)取消任何暂定的订单，拒绝接收新订单或者拒绝与客户达成新和约。所有以上的补偿都可能在不需客户资产或者事先通知客户的情况下执行。以上补偿只是出于保护目的，并不是解除了客户应该承担的责任。反之亦然，如果在第15条D款说明的情况发生，那么所有存在的外汇和约都被视为已自动中止。

16. SALES. (a) Any sales of Collateral made pursuant to Section 14 hereof may be made according to MBTF's good faith judgment and at its commercially reasonable discretion, on or subject to the rules of any market where such business usually is transacted, or at public or private sale, without advertising the same. At any sale, MBTF may purchase the whole or any part thereof free from any right of redemption, and Customer shall remain liable for and shall promptly pay MBTF the amount of any deficiency. Customer understands that a prior tender, demand or call of any kind from MBTF, or prior notice from MBTF of the time and place of such sale, shall not be considered a waiver of MBTF's right to sell any foreign currency contract or other Collateral. Failure to act in such circumstances shall not constitute a waiver of MBTF's right to do so at any time thereafter, nor shall it impose any liability on MBTF nor shall it create a defense for Customer to any liability to MBTF

16. 拍卖。(a)

根据第14条拍卖客户资产时，MBTF会按照一般的商业模式进行拍卖，而不使用广告。任何一次拍卖，MBTF可能会购买全部或部分，客户需及时将欠款支付给MBTF。客户应理解自己在拍卖中为优先竞标者，同时参加竞标，并不能认为MBTF放弃了拍卖外汇和约的权利。同时无法举行拍卖也不能被认为MBTF放弃了过段时间后重新拍卖的权利。

(b) Any close-out of foreign currency contracts pursuant to Section 13 shall be accomplished by MBTF: (i) closing-out each such foreign currency contract so that each such foreign currency contract is cancelled and calculating settlement amounts equal to the difference between the market value (as determined by MBTF in good faith) and contract value of the foreign currency contract or, in the case of options, settlement amounts equal to the current market premium for a comparable option (as determined by MBTF in good faith); (ii) discounting each settlement amount then due to present value at the time of close-out (to take into account the period between the date of close-out and the maturity date of the relevant liquidated foreign currency contract using an interest rate equal to MBTF's cost of funds as determined by MBTF in good faith); (iii) calculating an aggregate settlement payment in an amount equal to the net amount of such discounted settlement amounts as is then due from one party to the other; and (iv) setting off the settlement payments, if any, that MBTF owes Customer as a result of such liquidation and all Collateral held by or for MBTF against the settlement payments, if any, that Customer owes to MBTF as a result of such close-out; so that all such amounts are netted to a single liquidated amount payable by one party to the other party, as appropriate, on the business day following the close-out.

(b) 关闭外汇和约时，MBTF需按照第13条进行: (1)

关闭每笔外汇和约即每笔和约被取消同时计算结算费用，该费用等于按照当时市场的价格与外汇和约的和约价值之间的差值；

(2) 将结算费用从目前的价值中扣除（考虑到关闭日期和到期日期之间这段时间内相应的联系相当于MBTF的成本）；(3)

计算合计交割金额相同于折扣交割净金额，也是一方付给另一方的金额。(4)

如果将MBTF持有的抵押或平仓的结果用于交割金额后，MBTF欠客户金额；或如果关闭后，客户欠MBTF金额，将发生交割付款。一般在关闭后的第二个工作日，所有这些金额汇总为一个金额，由一方应付给另一方。

17. TRADING LIMITATIONS. (a) MBTF will attempt to execute all orders that it may, in its sole discretion, accept from Customer in accordance with Customer's instructions received through the Automated Systems or via telephone to the Trading Desk. Customer agrees that MBTF may, in its sole and absolute discretion, refuse to accept any order from, or enter into any contract with, Customer, including, but not limited to, in the event MBTF believes that the acceptance of Customer's order, or the entering into such contract with Customer, would be in contravention of any rule or law. In addition, MBTF may at any time, in its sole and absolute discretion, limit the number or types of positions that Customer may maintain or acquire with MBTF, and Customer agrees not to exceed such limits. MBTF is under no obligation to effect any transaction for Customer's Account that would create positions in those accounts in excess of the limit MBTF has set. If Customer exceeds position limits imposed by MBTF, MBTF shall have the right to close out positions in excess of the applicable position limit.

17. 交易限制。(a)

MBTF试图根据客户从自动交易系统或者电话发出的指令执行所有的订单。客户同意MBTF在以下情况下，可能拒绝从客户接受，或输入订单，包括但不限于，MBTF认为接受或者让客户输入订单会违反相关法律法规。另外，MBTF可能会限制客户希望持有的头寸数量或者类型。MBTF没有责任要生效任何超过MBTF限度的客户订单。如果客户超过了MBF设置的头寸限制，MBTF有权关闭超过限制部分的头寸。

(b) METATRADER 4. Customer acknowledges that when using MetaTrader 4, the MetaTrader software must be running in order for trailing stops to become effective. Customer hereby waives all claims against MBTF for losses related to the failure of Meta Trader to place trailing stops when the software ceases to run for any reason.

(b) METATRADER 4。客户确认，在使用MetaTrader 4时，必须运行MetaTrader软件才能使移动止损生效。客户放弃对Meta Trader软件因任何原因中止运行时Meta Trader未能实施移动止损造成的损失对MBTF进行的各种索赔的权利。

18. SETTLEMENT DATE; ROLLOVERS; DELIVERY. Instructions on the settlement of open foreign currency positions must be given to MBTF at least one (1) business day prior to the applicable settlement date, or as otherwise required by MBTF in its sole discretion. MBTF shall require payment of amounts due from Customer to MBTF in settlement at least one (1) business day prior to the applicable settlement date, or as otherwise required by MBTF in its sole discretion. MBTF and Customer shall exchange, make use of, periodically update and confirm any standing payment instructions. If instructions, funds and documents are not received by MBTF by the specified time and to MBTF's satisfaction, MBTF may, in its sole discretion and without notice to Customer, offset Customer's open positions, roll over Customer's open positions into the next settlement time period, or make or receive delivery on behalf of Customer upon any terms and by any methods deemed reasonable by MBTF. Terms and/or methods for delivering, offsetting, or rolling over Customer's open positions may differ on a customer-by-customer basis.

#### 18. 结算日期；展期交割。

对于开仓头寸的结算指令必须传送给MBTF(1)日期之前的至少一个工作日或者根据MBTF的要求。MBTF要求客户结算的欠款必须在结算日期之前至少一个工作日通知或者根据MBTF的要求。MBTF与客户可以交流，利用，定期更新或者确认任何付款指令。如果指令，资金或者文件未在指定日期被MBTF收到，MBTF有权在未通知客户的情况下，抵消客户的开仓头寸，将客户的开仓头寸展期到另一个结算日，或者以任何合理的方式递交给MBTF。关于递交，抵消以及展期的方式和条件可能对每个客户都不同。

19. CONSENT TO LOAN OR PLEDGE. Within the limits of applicable law and regulations, Customer hereby authorizes MBTF to lend either to itself or to others any securities or other property held by MBTF in Customer's margin account together with all attendant rights of ownership, and to use all such property as collateral for MBTF's general loans. Any such property, together with all attendant rights of ownership, may be pledged, repledged, hypothecated or rehypothecated either separately or in common with other such property for any amounts due to MBTF thereon or for a greater sum, and MBTF shall have no obligation to retain a like amount of similar property in its possession and control.

#### 19. 贷款或抵押。

根据使用法律发要求，客户授权MBTF将其保存在MBTF的资产借贷给其他人，以及伴随之中的所有权，这些被MBTF用来做普通贷款。这些资产，连同伴随所有权可以被抵押，再抵押，担保或再担保，并且MBTF不负有责任保留并控制占有类似数量的资产。

20. Notices and Communications. (a) Customer shall deliver all notices and any other communications to the offices of MBTF, LLC, 1926 East Maple Avenue El Segundo, CA 90245 USA via regular mail, express mail, messenger or facsimile only (no electronic mail). Customer shall make all payments, except with regard to wire transfers as set forth herein, to the foregoing address via regular mail, express mail or messenger. All communications from MBTF will be sent to Customer at the electronic mail address or regular mail address (as applicable) indicated by Customer on the Customer Application Form or to such other electronic mail address or regular mail as Customer hereafter directs in writing. Confirmations of trades, statements of Account, and any other notices sent to Customer shall be binding on Customer for all purposes, unless Customer calls any error therein to MBTF's attention (a) in the case of oral reports of executions, at the time received by Customer or its agent, and (b) in the case of a written report (whether transmitted by electronic mail, regular mail, or otherwise), prior to opening of trading on the next business day following receipt of the report. Margin calls shall be deemed conclusively correct if not objected to by Customer by notice to MBTF in writing immediately (i.e., no later than [one (1) hour]) after delivery of such margin call. None of these provisions, however, will prevent MBTF upon discovery of any error or omission, from correcting it. The parties agree that such errors, whether resulting in profit or loss, will be corrected and Customer's Account will be credited or debited so that it is in the same position in which it would have been if the error had not occurred. Further, It is understood that MBTF shall not be liable for any consequential or incidental damages arising out of such error in the event a disruption in the ability of MBTF to transmit such error to Customer occurs. MBTF reserves the right to transmit such communications by any means it deems reasonably appropriate, including, but not limited to, regular mail, express mail, messenger, facsimile or electronic mail. All communications sent to Customer by MBTF to such address, by whatever means, shall be deemed given to Customer personally whether or not actually received by Customer, and Customer hereby waives all claims resulting from failure to receive such communications.

20. 通知和通讯。(a) 客户需将通知和其他通讯机构通过普通邮件，特快邮件，信使或传真（不能是电子邮件）递交给：MBTF, Inc 1926 East Maple Avenue El Segundo, CA 90245 USA。除非电汇，客户需将所有付款通过普通邮件，特快邮件，信使等递交到上述地址。所有MBTF发出的通知将发到客户的电

子信箱或通过普通邮件将通知发送到客户在开户表格中指定的地址。交易的确认，帐户的对帐单，以及其他任何发送给客户的通知都是对客户有约束力的，除非客户通知MBTF出现了错误(a)在客户收到通知后，口头报告执行情况。(b)

在开始交易之前，在收到报告之后的第一个工作日书面报告。追加保证金应认为是完全正确的，如果有误，客户需通过书面立即通知MBTF(比如，在一小时之内)在收到追加保证金的通知后。这里任何一条款并未禁止MBTF发现错误或过失后进行改正。双方同意，当发生错误时，无论是否造成盈亏，都会被改正，客户的帐户也会被重新加入或扣除以恢复原状。另外，可以理解的是MBTF不为因为MBTF无法将此错误发送给客户而造成的损失负责。MBTF保留视情况以自己认为合理的方式传输报告，包括但不限于，普通邮件，特快邮件，信使或电子邮件。所有MBTF送交的报告到达客户指定的地址后，就被认为已经送交给客户本人，无论客户是否真正受到。客户撤消因此而申诉的权利。

(b) Customer consents to receive any account records, amendments to customer agreements or any other notice or document by electronic mail at the email address of record. Customer waives all claims resulting from failure to receive such communications, whether due to deletion by Customer, spam or virus filters or any other reason.

(b)

客户同意通过记录的电子邮件地址接收任何账户记录、客户协议修改或其它任何通知或文件。客户放弃因未收到此类消息导致的各种索赔的权利，不论是否因为客户主动删除、被视为垃圾邮件或经病毒过滤器处理或其它任何原因。

(c) Customer agrees to be conclusively responsible for any instruction received electronically that is identified with Customer's password and Account number and for any electronic, oral and written order or instruction to MBTF from persons MBTF, in its sole judgment, believes are apparently authorized by Customer. If Customer's Account is titled as a joint account, MBTF is authorized to act on the instructions of any one owner, without further inquiry, with regard to trading in the Account and the disposition of any and all assets in the Account. MBTF shall have no responsibility for further inquiry into such apparent authority and no liability for the consequences of any actions taken or failed to be taken by MBTF in reliance on any such instructions or on the apparent authority of any such persons.

(c)

客户无争议地负责通过帐号和密码验证的电子传输方式发出的指令和MBTF认为是客户授权的电子，口头和书面传给MBTF的指令或订单。如果是合伙帐户，MBTF被授权执行任何一个客户发出的交易指令，和任何及全部资产的安排。MBTF不负责对这些明显的客户授权做进一步的调查，MBTF对根据该指令和这些人的明显的客户授权采取的行动和没有采取行动所造成的后果不负责任。

21. CUSTOMER DOCUMENTS. Customer represents that the information on the Customer Application Form is true and complete and that the representations in this Agreement and any applicable ancillary documents are accurate and that MBTF and its agents are entitled to rely on such information and representations for all purposes, unless MBTF receives notice in writing of any change. Customer shall notify MBTF of any material change in such information or representations. To the extent certain ancillary documents are applicable, executed and delivered in connection with this Agreement, any or all such ancillary documents are incorporated herein by reference. In the event any term or provision of any such ancillary documents should conflict with any term or provision of this Agreement, the terms and provisions of this Agreement shall control and prevail.

#### 21. 客户文本。

客户表示开户表格上所填写的信息是正确而且完整的，同时协议上的称述是正确的，因此MBTF及其代理可以依赖这些信息来实现其目的，除非MBTF收到了书面修改的

。客户在发生这些信息变动时应通知MBTF。如果辅助文本上的条款与协议上的条款冲突，则以协议上的条款为准。

22. TERMINATION. This Agreement shall continue in effect until termination, and may be terminated by Customer at any time when Customer has no open foreign currency positions and no liabilities held by or owed to MBTF, upon the actual receipt by MBTF of written notice of termination, or at any time whatsoever by MBTF upon the transmittal of written notice of termination to Customer; provided, that such termination shall not affect any transactions previously entered into and shall not relieve either party of any obligations set out in this Agreement nor shall it relieve Customer of any obligations arising out of any deficit balance.

#### 22. 终止。

这份协议到终止前一直有效，也许在客户没有任何开仓头寸且对MBTF没有任何负债的情况下由客户来终止，当MBTF收到书面的终止通知，只要这种终止不会影响到客户以前达成的订单也不会解除任何任何一方因欠款而引发的责任。

23. REPRESENTATIONS. Customer represents and warrants (which representations and warranties shall remain in effect during the term of this Agreement) that: (a) if a natural person, Customer is of legal age, under no legal incapacity and is not restricted from entering into this Agreement and effecting purchases and sales of foreign currency contracts by virtue of employment or otherwise; (b) if an entity, Customer is duly organized and in good standing in the jurisdiction of its formation, and it may lawfully and is duly authorized and empowered to enter into this Agreement and to effect purchases and sales of foreign currency contracts; (c) this Agreement is binding on Customer and enforceable against Customer in accordance with its terms; (d) Customer is in compliance with any applicable registration requirements (or exemptions therefrom) of the Commodity Exchange Act and the rules of the Commodity Futures Trading Commission and any applicable membership requirements of the National Futures Association; (e) no one other than Customer has an ownership interest in Customer's Account with MBTF unless such other persons are indicated to MBTF in the Customer Application Form; and (f) MBTF is entitled to rely upon all actions taken and instructions given by any person with apparent authority to act on Customer's behalf, and any person specifically designated to act on Customer's behalf.

#### 23. 代表。

客户表示并承诺(这些表示和承诺将在协议执行过程中有效)以下:(a)如果是自然人,客户必须符合法定年龄,有完全行为能力并且自由签订协议并进行外汇交易;(b)如果是实体,必须是有组织并且合法的机构,同时被授权签订合同和进行外汇交易;(3)这份协议对客户是有约束力的并且是可执行的;(d)客户符合商品交易法案所要求的注册程序以及商品期货交易委员会以及国家期货协会相关的规定。(e)除了客户,除非客户在开户表格中指出任何人都不能享有客户帐户的利益;而且(f) MBTF会依照客户授权的代表客户利益的任何人所做出的行动和指令。

24. AUTHORIZATION TO TRANSFER FUNDS. Customer agrees that MBTF may transfer among any and all accounts maintained by Customer as MBTF Customer's funds, securities or other property that may be required to avoid margin calls, satisfy Collateral requirements, reduce debit balances or for any other reason that is not in conflict with applicable law. MBTF will confirm any such transfers to Customer in writing.

#### 24. 授权以及转移资金。

客户同意MBTF转移客户任意或者所有帐户的客户资金,证券或者其他财产,当需要避免发生追加保证金,满足资产要求,扣除欠款或者因为其他原因而与法规冲突时。MBTF会通过书面告知客户转移情况。

25. FUNDS ON DEPOSIT IN NON-U.S. BANKING INSTITUTIONS. Customer acknowledges that Customer's funds may be held in accounts denominated in a foreign currency with depositories located outside the United States or its territories if (a) Customer is domiciled in a foreign country or (b) if the funds are held in connection with contracts priced and settled in a foreign currency. Such accounts are subject to the risk that events could occur which would hinder or prevent the availability of these funds for distribution to Customer. Such accounts may also be subject to foreign currency exchange rate risks.

Customer authorizes the deposit of funds into such foreign depositories. If Customer is domiciled in the United States, this authorization permits the holding of funds in regulated accounts offshore only if such funds are used to margin, guarantee, or secure positions in such contracts or accrue as a result of such positions.

In order to avoid the possible dilution of other customer funds, if Customer has funds held outside the United States, Customer further agrees that claims based on such funds will be subordinated in the unlikely event both of the following conditions are met: (1) Customer's futures commission merchant is placed in receivership or bankruptcy; and (2) there are insufficient funds available for distribution denominated in the foreign currency as to which Customer has a claim to satisfy all claims against those funds.

Customer agrees that if both of the conditions listed above occur, Customer's claim against MBTF assets attributable to funds held overseas in a particular foreign currency may be satisfied out of segregated customer funds held in accounts denominated in dollars or other foreign currencies only after each customer whose funds are held in dollars or in such other foreign currencies received its pro-rata portion of such funds. Customer further agrees that in no event may a customer whose funds are held overseas receive more than its pro-rata share of the aggregate pool of funds held in dollars, funds held in a particular foreign currency, and non-segregated assets of MBTF.

#### 25. 资金存放在非美国的银行。客户承认客户的资金可能存放在美国本土以外的银行,如果不是以美元结算的话。(a)

客户住在国外,或者(b)所存放的资金以外国货币进行结算。这些帐户可能碰到的风险包括无法将资金分配给客户,同样也包

括了汇率变动的风险。

客户授权将资金存入这些外国银行。如果客户居住在美国而且这些资金是用做保证金，担保或维持头寸，这个授权将允许资金存放在受管制的离岸银行。

如果客户的资金存放在美国之外，为了避免可能的帐户资金稀释，客户同意在以下情况发生时对该部分资金的申诉应放在从属的地位：(1)客户所属的券商破产；并且(2)以外币存储的帐户余额不足以满足客户的申诉。客户同意如果以上两种情况都发生了，客户的申诉将从由美金组成的分离帐户中得到满足，且美元帐户和外汇帐户按照一定的比例进行。客户同意无论在任何情况下都不会要求外币帐户获得超过其比例的美元帐户份额。

26. SPECIAL PROVISIONS FOR MANAGED ACCOUNTS AND INTRODUCED ACCOUNTS. (a) If Customer's Account is being managed by a trading advisor or is introduced to MBTF, Customer acknowledges and agrees that MBTF is responsible only for acting as counterparty to the Customer for transactions in Customer's Account and that MBTF has no responsibilities, or obligations regarding any conduct, action, representation, advice, recommendation or statement of any such persons in connection with Customer's Account or any transactions therein. Customer understands that MBTF makes no warranties nor representations concerning such trading advisor or introducing broker; that MBTF shall not be responsible for any loss to Customer occasioned by the actions of such trading advisor or introducing broker; and that MBTF does not, by implication or otherwise, endorse or approve of the operating methods of such trading advisor or introducing broker. Customer further acknowledges and agrees that: (i) any trading advisor or introducing broker acts as an independent intermediary for Customer; (ii) unless Customer has been expressly advised otherwise in writing by MBTF, no such person is an affiliate, employee or agent of MBTF; and (iii) no such person is authorized to make any representations concerning MBTF or the services to be provided by MBTF hereunder except as may be expressly authorized in writing by MBTF. If a trading advisor manages Customer's Account or if an introducing broker introduces Customer to MBTF, MBTF (i) may compensate such persons on a per-trade basis or other basis, from the assets of MBTF or (ii) may deduct directly from Customer's Account compensation payable to such persons. Upon Customer request, in writing, MBTF shall provide details of any compensation paid. In the event Customer's Account is managed by a trading advisor, Customer has delivered to MBTF a copy of such trading advisor's written trading authorization or Customer's acknowledgment of such authorization, in a form acceptable to MBTF.

#### 26. 有关管理帐户和介绍帐户的特别条款

(a)如果客户的帐户是由一名交易咨询师管理或者是经介绍到MBTF，客户承认并且同意MBTF只负责接受来自客户帐户的交易，MBTF没有责任也没有义务考虑与客户帐户相关的行动，行为，表示，建议，或称述。客户理解MBTF不会保证或者表示关于交易咨询师或者介绍经纪人的行为；因此MBTF不为由于交易咨询师或者介绍经纪人的行为所导致的客户损失负责；同样MBTF也没有或间接批准交易咨询师或者介绍经纪人的运作方式。客户还承认并且同意：(1)任何交易咨询师或者介绍经纪人是作为客户的独立中介；(2)除非MBTF明确书面告知客户，否则这个人既不是公司的附属员工也不是公司的员工或代理；并且(3)MBTF也不会授权这些人提供MBTF的服务除非明确书面说明。如果一个交易咨询师或者客户由介绍经纪人介绍到MBTF，MBTF(1)会以每笔交易的方式或其他方式给这些人报酬，或者(2)直接从客户的帐户中扣除作为报酬给这些人。根据客户的书面请求，如果客户的帐户由交易咨询师管理，并且客户递交了相应的委托书，MBTF应该提供详细的报酬细节。

(b) Customer understands and agrees that if Customer's MBTF account is managed by a trading advisor or is introduced to MBTF that MBTF is authorized by Customer to provide, and trading advisor or introducing broker, is permitted to receive Customer MBTF account information including address, phone number, and e-mail address to enable such person to provide ongoing training, assistance, updates on services as it relates to the trading activities in Customer's MBTF account. Customer acknowledges and agrees that MBTF shall not be held liable for the release of account information contemplated under this subsection 26(b) to a trading advisor or introducing broker.

(b)

客户理解并且同意如果客户的帐户由交易咨询师管理或者客户授权MBTF由介绍的经纪人管理，同样客户授权给MBTF让这些人接受客户的帐户的信息，包括地址，电话号码，电子邮箱以便于这些人为客户提供培训，帮助，更新服务或者相关的交易活动。客户承认并同意MBTF不对将客户信息披露给这些人负责。

(c) Customer acknowledges and agrees that the use of any third party trading system, course, program, research or recommendations provided, directly or indirectly, by a trading advisor or introducing broker will not necessarily result in profits, avoid losses or limit losses.

(c)

客户理解并且同意交易咨询师或者介绍经纪人直接或间接使用任何第三方交易系统，教程，项目，研究或者推荐并不一定导致盈利或者避免风险或限制风险。

27. INTELLECTUAL PROPERTY AND CONFIDENTIALITY. All copyright, trademark, trade secret and other intellectual property rights **and licenses** in the Automated Systems shall remain at all times the sole and exclusive property of MBTF and Customers shall have no right or interest in the Automated Systems except for the right to access and use certain of the Automated Systems as specified herein. Customer acknowledges that the Automated Systems are confidential to MBTF and have been developed through the expenditure of substantial skill, time, effort and money. The Customer will protect the confidentiality of the Automated Systems by allowing access to the Automated Systems only by its employees and agents on a need to access basis and will not disclose Customer's password and Account number to any third party. Customer will not publish, distribute, or otherwise make information available to third parties any information derived from or relating to the Automated Systems. Customer will not copy, modify, de-compile, reverse engineer, make derivative works of the Automated Systems or the manner in which they operate.

27. 知识产权以及保密。

自动交易系统所涉及的所有版权，商标，商业秘密或者其他知识产权及执照属于MBTF独自财产，客户除了使用自动交易系统的权利对该系统不拥有任何权利。客户承认自动交易系统对MBTF的保密性并且是MBTF通过大量的技术，精力和金钱开发出来的。客户应该保护自动交易系统的保密性不应该将客户密码和帐号提供给任何第三方。客户也不会发布，传播或者将有关信息提供给地三方。客户不会拷贝，修改，重新编译，反向工程，制造自动交易系统的衍生版本。

28. FINANCIAL INFORMATION. Customer shall provide to MBTF such financial information regarding Customer as MBTF may from time to time reasonably request. Customer agrees to notify MBTF immediately (and no later than one (1) business day) of any material adverse change in its financial condition. MBTF is authorized at any time to make inquiries, including with Customer's banks or any credit agency, for purposes of verifying information contained on the Customer Application Form or otherwise supplied to MBTF.

28. 财政信息。

客户应将个人财政信息提供给MBTF。客户同意在财政状况改变后最近一个工作日内通知给MBTF。MBTF可随时询问，包括客户的银行或其他信用机构，这样是为了核实客户提供的信息。

29. INACTIVE ACCOUNTS. Customer acknowledges that MBTF may routinely place Accounts in which there is no trading activity on inactive status and Customer agrees to provide whatever information and execute such additional documentation MBTF may reasonably require upon Customer's request to reactivate such inactive Account.

29. 不交易的帐户。

客户承认当客户长久不交易时，MBTF会将帐户列为非活动状态。客户需要提供额外的信息给MBTF来请求重新激活这些不交易帐户。

30. BINDING EFFECT OF AGREEMENT. Customer hereby ratifies all transactions with MBTF effected prior to the date of this Agreement, and agrees that the rights and obligations of Customer in respect thereto shall be governed by the terms of this Agreement. This Agreement may only be assigned by Customer with the prior written consent of MBTF. MBTF shall have the right upon notice to Customer to transfer or assign this Agreement (and thereby the Account) to any affiliated or successor entity in its sole and absolute discretion without obtaining the consent of Customer. This Agreement shall be binding upon and inure to the benefit of MBTF and its successors and assigns, and Customer's personal representatives and permitted successors and assigns. Customer agrees that any agreements, disclosures, waivers or acknowledgements issued, submitted or agreed to for one account are equally applicable to any subsequent or additional account to which Customer is a party, to the extent permitted by law or regulation.

30.

协议的约束性。客户认可在本协议日期之前和MBTF达成的所有交易，并同意客户相关权利和义务受本协议条款的约束。经MBTF事先书面同意，客户才能转让本协议。MBTF有权单方面通知客户将本协议（因此也可通知客户转让账户）转让给任何附属或继承的实体，无需得到客户的同意。本协议对MBTF及其继承人和受让人、客户的个人代表和许可的继承人和受让人具有约束力，并对他们的权益有利。客户同意，针对某个账户发布、提交或达成一致意见的任何协议、披露、弃权声明或确认通知，在法律法规允许的范围内同样适用于任何后续或额外的客户账户。

31. MODIFICATIONS. Except as provided in elsewhere in this Agreement, no change in or waiver of any provision of this Agreement shall be binding unless it is in writing, dated subsequent to the date hereof, and signed by the party intended to be bound. The parties hereto agree that an electronic confirmation by the Customer shall be deemed a signature for the purposes of the provision. Notwithstanding the foregoing, a proposed change or update shall also be deemed signed by the Customer in the event that MBTF sends the proposed change to Customer at the email address of record and Customer does not deliver a written objection to the proposed change to MBTF within twenty-one (21) days of the mailing of the proposed change. Modifications or updates to this Agreement sent to Customer by electronic mail shall be effective on the date of sending, whether or not Customer actually receives the email on that date. Customer waives all claims resulting from failure to receive such communications, whether due to deletion by Customer, spam or virus filters or any other reason. No agreement or understanding of any kind shall be binding upon MBTF unless it is in writing and signed by an authorized officer of MBTF.

31.

修改。除非本协议其它章节另有规定，对本协议任何条款所作修改或弃权声明不具有约束力，除非它是在本文所列日期之后以书面形式提出，并经过相关条款的既定约束方的签名同意。本协议各方同意客户的电子确认函应视为对条款目的的签名确认。尽管有上述规定，如果MBTF通过电子邮件将提议的修改发送至客户提交的电子邮件地址，而客户没有在寄出邮件后21天内向MBTF发送书面拒绝邮件，则客户视为签名同意提议的修改或更新。通过电子邮件向客户发送的本协议的修改或更新自发送之日起生效，不论客户是否在该日期实际收到该电子邮件。客户放弃因未收到此类邮件导致的各种索赔的权利，不论是否因为客户主动删除、被视为垃圾邮件、经病毒过滤器处理或其它任何原因引起。除非得到MBTF授权人员的书面签名，否则任何类型的协议对MBTF均不具有约束力。

32. GOVERNING LAW; Limitation On Actions; Waiver of Jury Trial. (a) This Agreement shall be governed by and construed in accordance with the laws of the State of California, without regard to principles of choice of law.

32. 适用法律；诉讼时效；撤消陪审团。(a)在不考虑法律选择时，该协议受加州法律监管；

(b) No judicial, administrative, arbitration or reparations proceeding may be commenced by either party to this Agreement more than one (1) year after any claim arises, directly or indirectly, out of this Agreement or the transactions contemplated thereby. **Customer acknowledges that he/she is expressly agreeing to waive the two year statute of limitations provided by the Commodity Exchange Act, including the two year time period for commencing a Commodity Futures Trading Commission reparation proceeding, and any and all other applicable statutes of limitations exceeding one year, including but not limited to, any statutory or common law state or federal statute of limitations, and/or the two-year provision for initiating an arbitration contained in the National Futures Association's Code of Arbitration.**

(b)任何审判，仲裁或者赔偿程序都不能开始进行如果任何一方当事人已超过1年不在此协议内，当发生纠纷时。客户承认根据商品交易法案他放弃了2年时效，包括商品交易委员会赔偿程序开始的两年时间，或者其他适用法律时效超过一年，包括但不限于普通法，州和联邦法律时效；国家期货协会仲裁提供两年的诉讼时效。

(c) CUSTOMER HEREBY WAIVES A TRIAL BY JURY IN ANY ACTION ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY TRANSACTION IN CONNECTION HEREWITH.

(c) 客户同意放弃由陪审团来审判与协议相关的任何诉讼的权利。

33. CONSENT TO JURISDICTION. (a) ALL ACTIONS, DISPUTES, CLAIMS OR PROCEEDINGS, INCLUDING, BUT NOT LIMITED TO, ANY ARBITRATION PROCEEDING, INCLUDING NATIONAL FUTURES ASSOCIATION ARBITRATIONS, ARISING DIRECTLY OR INDIRECTLY IN CONNECTION WITH, OUT OF OR RELATED TO OR FROM THIS AGREEMENT, ANY OTHER AGREEMENT BETWEEN THE CUSTOMER AND MBTF OR ANY ORDERS ENTERED OR TRANSACTIONS EFFECTED FOR CUSTOMER'S ACCOUNTS WHETHER OR NOT INITIATED BY MBTF SHALL BE ADJUDICATED ONLY IN COURTS OR OTHER DISPUTE RESOLUTION FORUMS WHOSE SITUS IS WITHIN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AND CUSTOMER HEREBY SPECIFICALLY CONSENTS AND SUBMITS TO THE JURISDICTION OF FEDERAL COURT OR ARBITRATION PROCEEDINGS LOCATED WITHIN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA.

33. 同意审判权 (a)

所有的诉讼，纠纷，请求包括但不限于任何仲裁诉讼，包括国家期货协会仲裁。所有直接或间接因客户与MBTF之间的协议或其他双方协议引发的诉讼都应该在法庭或者其他在加州的纠纷解决机构解决。同时客户同意将审判递交给位于洛杉矶的联邦法院或者仲裁庭。

(b) CUSTOMER WAIVES ANY CLAIM CUSTOMER MAY HAVE THAT (i) CUSTOMER IS NOT PERSONALLY SUBJECT TO THE JURISDICTION OF ANY STATE OR FEDERAL COURT OR ARBITRATION PROCEEDINGS LOCATED WITHIN THE STATE OF CALIFORNIA, (ii) CUSTOMER IS IMMUNE FROM ANY LEGAL PROCESS (WHETHER THROUGH SERVICE OR NOTICE, ATTACHMENT PRIOR TO JUDGMENT, ATTACHMENT IN AID OF EXECUTION, EXECUTION OR OTHERWISE) WITH RESPECT TO CUSTOMER OR CUSTOMER'S PROPERTY, (iii) ANY SUCH SUIT, ACTION OR PROCEEDINGS IS BROUGHT IN AN INCONVENIENT FORUM, (iv) THE VENUE OF ANY SUCH SUIT, ACTION OR PROCEEDING IS IMPROPER OR (v) THIS CONSENT OR THE CUSTOMER AGREEMENT BETWEEN CUSTOMER AND MBTF MAY NOT BE ENFORCED IN OR BY SUCH COURT OR ARBITRATION PROCEEDING.

(b) 客户同意撤消以下请求 (1) 客户不属于加州法庭或仲裁庭管辖。(2)

有关客户的财产，客户免于司法程序（无论是诉讼通知，还是诉前财产保全，辅助诉讼财产保全或者其他司法程序的执行），

(3) 任何提出的诉讼被提交到一个不合适的机构，(4) 任何提出的不合适的诉讼或者 (5) 客户与 MBTF

同意不受法院或者仲裁不具有可执行力。

34. HEADINGS. The headings of each provision are for descriptive purposes only and shall not be deemed to modify or qualify any of the rights or obligations set forth in each provision.

34.标题 每段条款的标题只是描述的目的不能被认为改变了或者符合条款中描述的权利和义务。

35. ACCEPTANCE OF AGREEMENT. This Agreement shall constitute an effective contract between MBTF and Customer upon acceptance and execution by an authorized officer of MBTF.

35. 接受协议。该协议在MBTF与客户之间生效

36. ENGLISH AS THE PRINCIPAL LANGUAGE. This Agreement may be translated into other languages but, in the event of any inconsistency or ambiguity as to the meaning of any word or phrase in any such translation, the English text shall prevail.

36.

英语作为参考语言。这份协议可以被翻译成其他语言，但是如果出现翻译不连贯或者意思模糊的情况时，应以英语为主。

### CONSENT TO JURISDICTION 同意审判权

ALL ACTIONS, DISPUTES, CLAIMS OR PROCEEDINGS, INCLUDING, BUT NOT LIMITED TO, ANY ARBITRATION PROCEEDING, INCLUDING NATIONAL FUTURES ASSOCIATION ARBITRATIONS, ARISING DIRECTLY OR INDIRECTLY IN CONNECTION WITH, OUT OF OR RELATED TO OR FROM THE MBTF CUSTOMER AGREEMENT, ANY OTHER AGREEMENT BETWEEN THE CUSTOMER AND MBTF OR ANY ORDERS ENTERED OR TRANSACTIONS EFFECTED FOR CUSTOMER'S ACCOUNTS WHETHER OR NOT INITIATED BY MBTF SHALL BE ADJUDICATED ONLY IN COURTS OR OTHER DISPUTE RESOLUTION FORUMS WHOSE SITUS IS WITHIN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AND CUSTOMER HEREBY SPECIFICALLY CONSENTS AND SUBMITS TO THE JURISDICTION OF FEDERAL COURT OR ARBITRATION PROCEEDINGS LOCATED WITHIN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA.

对于因MBTF客户协议及客户与MBTF之间签订的任何协议、录入的订单或客户账户产生的交易直接或间接引起或与之相关的所有诉讼、争议、索赔或诉讼程序，包括但不限于任何仲裁程序（包括美国全国期货协会仲裁），不论是否由MBTF提起，必须在位于洛杉矶郡、加州的法院或争议裁决法院进行审理。客户同意将司法管辖权递交给联邦法院或位于洛杉矶郡、加州的仲裁法院管辖。

\_\_\_\_\_  
Primary Customer Signature 持有人签名

\_\_\_\_\_  
Print Name 姓名印刷体

\_\_\_\_\_  
Date 日期

Joint Customer Signature 持有人签名

Print Name 姓名印刷体

Date 日期



**NOTIFICATION TO FOREIGN CUSTOMERS**  
国外客户须知

PLEASE BE ADVISED THAT Regulation 15.05 of the United States Code of Federal Regulations (CFR) establishes MB Trading Futures, Inc ("MBTF") as your agent for purposes of accepting delivery and service of any communication issued by or on behalf of the Commodity Futures Trading Commission (CFTC) to you as a foreign broker or foreign trader with respect to any futures or options contracts which are or have been maintained in your accounts carried by MBTF or delivery of any communication issued by or on behalf of the CFTC to MBTF pursuant to such agency constitutes valid and effective service or delivery upon the foreign broker, the customer of the foreign broker or the foreign trader. Also, pursuant to this regulation, in addition to MBTF acting as your agent, your introducing broker, if your account was introduced to MBTF, shall also be deemed to be your agent for purposes of service and/or delivery of communication.

请注意，根据美国联邦法规汇编（CFR）15.05法案，MBTF能够成为您的代理商，目的是接收由商品期货交易委员会（CFTC）向您作为与由MBTF在您的帐户中保持的任何期货或期权合约相关的外国经纪人或者外国交易者传达信息和通讯服务，MBTF是您的代理商；或者由于MBTF依照此类代理机构法规向有关外国经纪人、外国经纪人的客户或外国交易者提供有效服务。依照此类法规，MBTF是您的代理商或者是您的中介经纪商，如果您的帐户被介绍给MBTF的话，MBTF也依照该法规被认为是您的代理商，用于MBTF向您提供的此类服务和/或信息传送。

PLEASE BE FURTHER ADVISED THAT, the CFTC, pursuant to Regulation 18.07 CFR, may require any trader located outside of the United States or its territories to comply with the filing of various reports with the CFTC, and to file such reports within one business day after a special call upon such trader by CFTC.

依照联邦法规汇编18.07法案，CFTC可能要求位于美国或美国境外的任一交易者都必须发布各种报告，并且在CFTC特别要求后必须在一天内进行发布。

PLEASE BE FURTHER ADVISED THAT, in the event the CFTC, pursuant to Regulation 21.03 CFR, issues a call for information on the account of a foreign trader, MBTF, as your agent, may be required to provide any and all information concerning your account as specified in the above cited regulation, including but not limited to, your name and address and the name and address of any person having a ten (10) percent or more beneficial interest in your account, the total open futures and options position in your account, and the number of futures contracts against which delivery notices have been issued or received or against which exchanges of futures for cash have been transacted for the period of time specified in the call.

如果CFTC根据联邦法规21.03法案而要求获得一个外国交易者的相关信息，作为您的代理商，MBTF就可能被要求提供和您的帐户有关的任何以及全部信息，就像上述法案中指明的那样，包括但不限于您的姓名、住址以及拥有您帐户权益10%以上比例的任何人的姓名和住址，以及提供自CFTC要求以来的全部期货合约数量或者其指定时期的变现的期货交易现金量。

I, the undersigned, hereby acknowledge receipt of the above NOTICE TO FOREIGN TRADER and affirm that I have read and understood its contents.

本签名人在此声明本人承认收到了上述的国外客户须知并且确认自己已经进行了阅读并且理解其内容。

\_\_\_\_\_  
Primary Customer Signature 持有人签名

\_\_\_\_\_  
Print Name 姓名印刷体

\_\_\_\_\_  
Date 日期

\_\_\_\_\_  
Joint Customer Signature 持有人签名

\_\_\_\_\_  
Print Name 姓名印刷体

\_\_\_\_\_  
Date 日期



## DISCLOSURE FOR CUSTOMERS INTRODUCED BY THIRD PARTIES

### 第三方引荐声明

The undersigned Customer(s) acknowledges the following with respect to Customer's account(s) with MB Trading Futures, Inc ("MBTF"), which has/have been introduced to MBTF by \_\_\_\_\_ ("Referring Party"):  
签名人确认下述内容与 MBTF 客户帐户有关，是经 \_\_\_\_\_ (引荐人) 介绍给 MBTF 的。

1. Unless Customer has been expressly advised otherwise in writing by MBTF, no such Referring Party is controlled by, is under common control with, or is an affiliate, employee or agent of MBTF.

除了客户被清楚地推荐给 MBTF，其他引荐人并不被 MBTF 或其附属机构、雇员或者代理商控制。

2. MBTF cannot endorse or vouch for the accuracy or completeness of any information or advice Customer may have received or may receive in the future from Referring Party or from any other person not employed by MBTF regarding foreign currency or exchange ("forex") trading or the risks involved in such trading.

MBTF 并不为客户从第三方引荐人或者非 MBTF 雇员那里已经听到的或者将来有可能听到的有关外汇或外汇交易 (forex) 的信息的准确性或者完整性进行认可或担保。

3. MBTF provides risk disclosure information to all new Customers when they open accounts. Customers should read that information carefully, and should not rely on any information to the contrary from any other source.

在新客户开立帐户时，MBTF 都为其提供了风险信息。客户应该认真阅读有关信息，并且不能依赖于来自其他渠道的相反信息。

4. Customer acknowledges that no promises have been made by MBTF or any individual associated with MBTF regarding future profits or losses in Customer's account. Customer understands that forex trading is very risky, and that many people lose money trading.

客户承认 MBTF 或与其有关的任何个人并没有向其做出有关期货利润或客户帐户损失的任何承诺。客户理解 forex 交易极具风险并且许多交易者会遭受损失。

5. If Referring Party or any other third party provides Customer with information or advice regarding forex trading, MBTF shall in no way be responsible for any loss to Customer resulting from Customer's use of such information or advice.

如果引荐者或任何其他第三方人员向客户提供了与 forex 交易有关的信息或建议，MBTF 并不为客户由于利用这些信息或建议而造成的任何损失负责。

6. To the extent Customer has previously been led to believe or believes that utilizing any third party trading system, course, program, research or recommendations provided by Referring Party or any other third party will result in trading profits, Customer hereby acknowledges, agrees and understands that all forex trading, including trading done pursuant to a system, course, program, research or recommendations of Referring Party or another third party involves a substantial risk of loss. In addition, Customer hereby acknowledges, agrees and understands that the use of a trading system, course, program, research or recommendations of Referring Party or another third party will not necessarily result in profits, avoid losses or limit losses.

客户之前或许在不同程度上被引导相信或者相信利用任何第三方交易系统、过程、计划、研究或建议会获得交易利润，但是客户在此承认、同意和理解所有 forex，也包括那些依照引荐方或任一第三方的某系统、过程、计划、研究或建议而进行的交易都存在实质性的损失风险。此外，客户在此也承认、同意和理解运用引荐方或任何第三方某一交易系统、过程、计划、研究或建议进行的交易并不一定必然产生交易利润、避免损失或限定损失额度。

7. Customer understands that Referring Party and many third party vendors of trading systems, courses, programs, research or recommendations are not regulated by a government agency.

客户理解引荐方和交易系统、过程、计划、研究或建议方面的许多第三方机构并不受政府机构的监管。

8. Because the risk factor is high in foreign currency transactions trading, only genuine "risk" funds should be used in such trading. If Customer does not have the extra capital the Customer can afford to lose, Customer should not trade in the foreign currency markets.

因为外汇交易中风险较高，只有真正的风险基金能够被运用到此类交易当中。如果客户并不拥有负担得起损失的资金，就不应该在外汇市场中进行交易。

9. Customer understands and acknowledges that MBTF may compensate Referring Party for introducing Customer to MBTF and that such compensation may be on a per-trade basis or other basis. Further, the Customer has a right to be informed of the precise nature of such remuneration.

客户理解和承认MBTF可能会向那些对其引荐客户的引荐者进行补偿，并且此种补偿可能是建立在交易量的基础之上。此外，客户有权得知此类报酬的精确情况。

10. Customer understands and agrees that if Customer's account with MBTF is introduced by Referring Party that Referring Party shall have the right to access Customer's MBTF account information, including address, phone number, and e-mail address to enable referring party to provide ongoing training and assistance, updates on company activities and any other ongoing information to be of assistance in Customer's trading, as and when available. The Referring Party shall not have the right to enter into any trades on Customer's MBTF account unless authorized by Customer under a power of attorney between Customer and Referring Party granting such Referring Party the right to trade on Customer's account.

客户理解并且同意如果其在MBTF的帐户是由引荐方推荐而来，那么引荐方有权得知该客户在MBTF的帐户信息，包括住址、电话号码和电子邮件地址，而在适当的情况下引荐方可以利用这些信息来对其交易提供跟踪服务和帮助。但引荐方无权介入客户在MBTF的帐户交易，除非在客户和引荐方之间律师的介入下得到了来自该客户的授权。

This additional disclosure is in addition to, and supplements, but does not replace any other disclosures provided to Customer by MBTF.

该附加声明是补充性的，并不代替MBTF向客户提供的任何其他声明资料。

I have read and fully understand and agree to the foregoing.

本人已经阅读完毕并且完全理解和同意上述观点。

\_\_\_\_\_  
Primary Customer Signature 持有人签名

\_\_\_\_\_  
Print Name 姓名印刷体

\_\_\_\_\_  
Date 日期

\_\_\_\_\_  
Joint Customer Signature 持有人签名

\_\_\_\_\_  
Print Name 姓名印刷体

\_\_\_\_\_  
Date 日期

Account No: \_\_\_\_\_  
帐号: