



Western Union Business Solutions is a division of The Western Union Company. Services in Hong Kong are provided by Western Union Business Solutions (Hong Kong) Limited, company number 1474270 and CE number BGY438 (referred to as "WUBS" or "Western Union Business Solutions").

西聯環球商業匯款是西聯匯款公司 (The Western Union Company) 的分支。其在香港的服務由西聯環球商業匯款 (香港) 有限公司，公司編號 1474270，證監會中央編號 BGY438 (下文稱為「WUBS」或「Western Union Business Solutions」) 提供。

HEDGING ADDENDUM TO THE TERMS AND CONDITIONS

對沖增編條款及條件

HEDGING ADDENDUM TO THE TERMS AND CONDITIONS

This Hedging Addendum to the Terms and Conditions ("Addendum") supplements the T&Cs and applies to Services regarding the sale and/or purchase of a Forward Contract(s) and/or Option Contract(s). The T&Cs and all other Terms and Conditions continue to apply with full effect.

Where there is a conflict between the terms of this Addendum and other Terms and Conditions, the terms of this Addendum shall prevail with respect to Forward Contract(s) and/or Option Contract(s) Services, to the extent of the conflict. Unless otherwise specified, capitalised terms used but not defined in this Addendum shall have the same meaning assigned in the T&Cs.

1. Definitions and Interpretation

1.1. Capitalised terms used in this Addendum have the following meaning.

Buyer: the party specified as the buyer of an Option Contract in the relevant Transaction Confirmation.

Call Currency: the currency denomination that is to be purchased by a Buyer pursuant to a Call Option.

Call Currency Amount: the amount of the Call Currency to be purchased on exercise of a Call Option.

Call Option: a transaction that gives the Buyer the right, but not the obligation to buy from the Seller at the Expiration Time the Call Currency Amount at the Strike Price.

Client Money: money paid to which section 3 of the Securities and Futures (Client Money) Rules applies.

CMP: means the proprietary online system owned by WUBS referred to as "Cash Management Platform" (or any other system designated by WUBS for the same purpose).

Delivery Window: the period of time prior to the Settlement Date during which the Client may draw down on a Foreign Exchange Contract as specified by WUBS.

Expiration Date: the last date on which an Option Contract can be exercised.

Expiration Time: the last time at which WUBS will accept a notice of exercise, which shall be 3.00pm (Tokyo Time) on the Expiration Date, unless otherwise stated in the applicable Transaction Confirmation.

FEC PDS: has the meaning set out in clause 2.6.

Foreign Exchange Contract: a legally binding agreement between the Client and WUBS to effect a foreign exchange transaction including a Forward Contract or an Option Contract in accordance with any Instruction.

Forward Contract: a legally binding agreement in which the Client agrees to purchase from or sell to WUBS a specific amount of funds in one currency and to settle, on an agreed future date, in a specific amount of funds in another currency.

Hong Kong Client Money Rules: all laws and regulations applicable to Client Money including but not limited to the Securities and Futures (Client Money) Rules.

Initial Margin: collateral (or security), the amount of which shall be determined by WUBS in its sole discretion and deposited with WUBS in connection with a Foreign Exchange Contract(s).

In-The-Money/ITM: means where the prevailing market exchange rate for the currency pair in an Option Contract is less favourable than the Strike Price for that Option Contract.

Knock-In Rate: where applicable the exchange rate that if traded at or through in the spot foreign exchange market before the Expiration Time or during any Window will result in the Buyers right pursuant to an Option Contract to become effective.

Knock-Out Rate: where applicable the exchange rate that if traded at or through in the spot foreign exchange market before the Expiration Time or during any Window will result in the Buyers right pursuant to an Option Contract to terminate.

Margin Call: an additional security payment required by WUBS in connection with a Forward Contract or Options Contract.

Option Contract: means either a Vanilla Option or a Structured Option.

Options PDS: has the meaning set out in clause 3.7.

Premium: the amount that is payable by the Buyer to the Seller on the Premium Payment Date for an Option Contract.

Premium Payment Date: the date that is two business days after the date that an Option Contract is entered into.

Put Currency: the currency denomination that is to be sold by a Buyer pursuant to a Put Option.

Put Currency Amount: the amount of the Put Currency to be sold on exercise of a Put Option.

Put Option: a transaction that gives the Buyer the right, but not the obligation, to sell to the Seller at the Expiration Time the Put Currency Amount at the Strike Price.

Seller: the party specified as the seller of an Option Contract in the relevant Transaction Confirmation.

Services: the provision of Foreign Exchange Contracts, the making of payments by telegraphic transfer, direct debit or credit or banker's draft, and other global payment solutions provided by WUBS in accordance with the Client's Instruction.

Strike Price: the currency exchange rate at which the Put Currency and the Call Currency will be exchanged upon the exercise of an Options Contract.

Structured Option: an agreement to exchange a specified amount of one currency for another currency at a foreign exchange rate created through the concurrent sale and purchase of two or more Put Options and/or Call Options as described in the WUBS Structured Options PDS.

T&Cs: the document titled Terms and Conditions of doing business with WUBS Hong Kong and WUBS International (as amended from time to time).

Term: the period of time from the date the Parties enter into an Options Contract to the Expiration Time.

Trigger Rate: a Knock-In Rate or a Knock-Out Rate (as applicable).

Vanilla Option: means a Put Option or Call Option that has standardised terms and no special or unusual features as described in the WUBS Vanilla Options PDS.

Window: an agreed period of time during the Term of an Option Contract during which a Trigger Rate is effective. Typical Windows include, but are not limited to, "last month" (where the Trigger Rate is only effective in the last month of an Option Contract), "last week" (where the Trigger Rate is only effective in the last week of an Option Contract), "last day" (where the Trigger Rate is only effective on the last day of an Option Contract and "at Expiry" (where the Trigger Rate is only effective at the Expiration Time on the Expiration Date.

2. Conducting Business with WUBS

2.1. **Mark-up and Fees.** More details about how WUBS sets the foreign exchange rate applicable to a Forward Contracts and Options Contracts is available in the FEC PDS and the Options PDS (respectively).

2.2. **Client Suitability.** The Client acknowledges and agrees that if WUBS solicits the sale of or recommends any Foreign Exchange Contract(s) to the Client, the Foreign Exchange Contract(s) must be reasonably suitable for the Client having regard to the Client's financial situation, investment experience and investment objectives. No other provision of these Terms and Conditions or any other document WUBS may ask you to sign and no statement WUBS may ask you to make derogates from this clause.

3. Forward Contracts

3.1. **Forward Contracts.** The Client may authorise WUBS to enter into a Forward Contract only by delivering an Instruction.

3.2. Initial Margin and Margin Call Payments.

- (a) WUBS may, in its absolute discretion, require the Client:
- to make an Initial Margin payment in relation to any Forward Contract before entering into a Forward Contract or within 1 Business Day of the Client's Instruction to enter into a Forward Contract; and/or
 - to make an Initial Margin payment (if not already provided) or Margin Call payment within 1 Business Day at any time and on more than one occasion during the term of a Forward Contract.
- (b) Initial Margin and Margin Call payments are intended to maintain the relative value of the funds to be purchased from or sold to WUBS pursuant to a Forward Contract or to address, in WUBS' sole discretion, an adverse change in the Client's financial standing and/or credit worthiness or an adverse change in the external economic environment. The Client acknowledges that the amount of any Initial Margin or Margin Call will be determined by WUBS in its absolute discretion and that WUBS may require an Initial Margin or Margin Call payment to be made even if WUBS has provided the Client with a Facility.
- (c) Any Initial Margin and/or Margin Call payments delivered by the Client and received by WUBS will be applied to satisfy the Client's total payment obligation owed to WUBS with respect to the relevant Forward Contract on the Settlement Date or on the date of any final draw down unless otherwise agreed.

3.3. **Delivery of Funds.** Once Settlement has been received by WUBS with respect to a Forward Contract, WUBS will deliver the Contract Funds in accordance with the Instruction or, if no such Instruction is provided, into a Holding Balance. If the Client does not have access to a Holding Balance, the Client must provide to WUBS, at least 2 Business Days before the Settlement Date or draw down date, the necessary remittance details and Instructions to initiate payment of the Contract Funds to the Payee.

3.4. **Draw Down.** Subject to WUBS' agreement the Client may draw down against a Forward Contract during the Delivery Window provided that WUBS has received Settlement in immediately available funds corresponding to the amount of the draw down. Notwithstanding any draw down, the Client is required to provide full Settlement (or any remaining balance) to WUBS in immediately available funds in connection with a Forward Contract on or before the end of Business Hours on the Settlement Date. WUBS may, at its discretion, apply to any draw down any rate of exchange that it deems reasonably appropriate.

3.5. **Rollover.** Subject to WUBS' agreement the Client may rollover a Forward Contract, or any portion thereof, before the Settlement Date subject to the terms, conditions and costs (if any) of such rollover being agreed in advance by the Client and WUBS.

3.6. **Product Disclosure Statement.** A full description of WUBS Forward Contracts, including their benefits, risks and costs, is set out in WUBS Forward Exchange Contracts Product Disclosure Statement ("FEC PDS"). A copy of the FEC PDS was provided with the Trading Application and is available at our website at <http://business.westernunion.com.hk/>. WUBS will also provide a copy on request.

3.7. Termination of Forward Contracts.

- (a) If the Client:
- fails to deliver to WUBS any Initial Margin or Margin Call or, communicates to WUBS an intent not to provide to WUBS any Initial Margin or Margin Call required in relation to a Forward Contract;
 - disputes the validity or existence of a Forward Contract or defaults, or communicates its intent to default, on any of its obligations described in the Terms and Conditions including any of the representations or warranties set out in clause 5 (*Representations and Warranties*) of this Addendum or elsewhere;
 - is insolvent or a receiver or administrator is appointed with respect to some or all of its assets or it enters into liquidation or is subject to any other analogous insolvency event;
 - ceases or threatens to cease to carry on business or sells all, or substantially all of the assets of the business; or
 - breaches any applicable laws.

WUBS may, without notice, immediately terminate the relevant Forward Contract and/or any other outstanding Forward Contract agreed to between the Parties without any liability to WUBS and/or take any other steps WUBS deems appropriate, including any actions contemplated under clause 9 (*Settlement*) of the T&Cs, to mitigate the potential loss(es) caused by the Client's failure to honour its contractual obligations under the Forward Contract.

(b) In the event of such termination, the Client agrees to pay to WUBS on demand within 5 Business Days the amount of any and all losses and expenses incurred by WUBS in connection with the termination and unwinding of the Forward Contract(s).

(c) Where a Forward Contract has been terminated, the Client agrees that WUBS's sole liability to the Client will be to return any amounts the Client actually paid to WUBS that remain after deducting all amounts owed to WUBS. Except as contemplated in this clause 2.7 (*Termination of Forward Contracts*), the Client understands that a Forward Contract, once agreed and entered into, cannot be terminated.

4. Option Contracts

4.1. **Option Contracts.** The Client may authorise WUBS to enter into an Option Contract only by delivering an Instruction. Each Option Contract will be governed by the provisions of this clause 3 (Options Contracts), in addition to the rest of the Terms and Conditions.

4.2. **Payment of Premium.** If applicable the Buyer must pay to the Seller the Premium in cleared funds on the Premium Payment Date in accordance with the Seller's instructions. The Premium is non-refundable. If the Buyer fails to pay the Premium in full the Seller is not obliged to accept Exercise and may terminate the Option Contract and recover all costs and expenses incurred in connection with the Option Contract, including payment of the Premium, which shall remain due and payable as a debt. For the avoidance of doubt the payment of the Premium is separate and distinct from any payment obligations that arise upon Exercise of an Option Contract.

4.3. Initial Margin and Margin Call Payments.

- (a) WUBS will, in its absolute discretion, require the Client:
- to make an Initial Margin payment in relation to any Option Contract before entering into an Option Contract or within 1 Business Day of the Client's Instruction to enter into an Option Contract; and/or
 - to make a Margin Call payment within 1 Business Day at any time and on more than one occasion during the term of an Option Contract.
- (b) Initial Margin and Margin Call payments are intended to maintain the relative value of the funds to be purchased from or sold to WUBS pursuant to an Option Contract or to address, in WUBS' sole discretion, an adverse change in the Client's financial standing and/or credit worthiness or an adverse change in the external economic environment. The Client acknowledges that the amount of any Initial Margin or Margin Call will be determined by WUBS in its absolute discretion and that WUBS may require an Initial Margin or Margin Call payment to be made even if WUBS has provided the Client with a Facility.
- (c) Any Initial Margin and/or Margin Call payments delivered by the Client and received by WUBS will be applied to satisfy the Client's total payment obligation owed to WUBS with respect to the relevant Option Contract on the Settlement Date or on the date of any final draw down unless otherwise agreed.

4.4. **Trigger Rates and Windows.** WUBS and the Client may agree that a particular Trigger Rate will apply to an Option Contract. Any agreed Trigger Rate will apply during the Term of an Option Contract unless the Parties agree that a Window will apply to the Trigger Rate. If the Parties agree that a Window will apply to the Trigger Rate the applicable rate can only be triggered during the period of the Window.

4.5. **Exercise.** The Buyer may exercise a Put Option or a Call Option by giving a notice of exercise to the Seller. The notice of exercise of a Put Option or a Call Option must be given on the Expiration Date and not later than the Expiration Time. The Seller must accept the notice of exercise provided that any applicable Premium has been paid. Clause 3 of the T&Cs shall apply to the provision of an exercise notice by the Client. An exercise notice may be given by WUBS by telephone, fax or electronic mail. Unless the Client provides WUBS with an Instruction to the contrary if the Client is the Buyer of a Put Option or a Call Option that is ITM on the Expiration Date WUBS will exercise the Put Option or a Call Option provided that any applicable Premium has been paid and the Client is not otherwise in breach of the Terms and Conditions. Unless WUBS provides an instruction to the Client to the contrary if WUBS is the buyer of a Put Option or a Call Option that is ITM on the Expiration Date WUBS will exercise the Put Option or Call Option. If a Put Option or a Call Option is not exercised in accordance with this Put Option or Call Option will lapse at the Expiration Time.

4.6. **Delivery of Funds.** Once Settlement has been received by WUBS with respect to an Option Contract, WUBS will deliver Contract Funds in accordance with the

Client's Instruction or, if no such Instruction is provided, into a Holding Balance. If the Client does not have access to a Holding Balance, the Client must provide to WUBS, at least 2 Business Days before the Settlement Date the necessary remittance details and Instructions to initiate payment of the Contract Funds to the Payee.

4.7. **Draw Down.** Subject to WUBS' agreement the Client may draw down against an Option Contract during the Delivery Window provided that WUBS has received Settlement in immediately available funds corresponding to the amount of the draw down. Notwithstanding any draw down, the Client is required to provide full Settlement (or any remaining balance) to WUBS in immediately available funds in connection with an Option Contract on or before the end of Business Hours on the Settlement Date. WUBS may, at its discretion, apply to any draw down any rate of exchange that it deems reasonably appropriate.

4.8. **Product Disclosure Statement.** A full description of WUBS Option Contracts, including their benefits, risks and costs, is set out in WUBS Vanilla Options Product Disclosure Statement and Structured Options Product Disclosure Statement (together the "Options PDS"). A copy of the Options PDS and is available at our website at <http://business.westernunion.com.hk/>. WUBS will also provide a copy on request.

4.9. Termination of Option Contracts

- (a) If the Client:
- (i) fails to deliver to WUBS any Initial Margin or Margin Call or, communicates to WUBS an intent not to provide to WUBS any Initial Margin or Margin Call required in relation to an Option Contract;
 - (ii) disputes the validity or existence of an Option Contract or defaults, or communicates its intent to default, on any of its obligations described in the Terms and Conditions including any of the representations or warranties set out in clause 5 (*Representations and Warranties*) of this Addendum or elsewhere;
 - (iii) is insolvent or a receiver or administrator is appointed with respect to some or all of its assets or it enters into liquidation or is subject to any other analogous insolvency event;
 - (iv) ceases or threatens to cease to carry on business or sells all, or substantially all of the assets of the business; or
 - (v) breaches any applicable laws.

WUBS may, without notice, immediately terminate the relevant Option Contract and/or any other outstanding Option Contract agreed to between the Parties without any liability to WUBS and/or take any other steps WUBS deems appropriate, including any actions contemplated under clause 9 (*Settlement*) of the T&Cs, to mitigate the potential loss(es) caused by the Client's failure to honour its contractual obligations under the Option Contract.

(b) In the event of such termination, the Client agrees to pay to WUBS on demand within 5 Business Days the amount of any and all losses and expenses incurred by WUBS in connection with the termination and unwinding of the Option Contract(s).

(c) Where an Option Contract has been terminated, the Client agrees that WUBS's sole liability to the Client will be to return any amounts the Client actually paid to WUBS that remain after deducting all amounts owed to WUBS. Except as contemplated in this clause 3.7 (*Termination of Option Contracts*), the Client understands that an Option Contract, once agreed and entered into, cannot be terminated.

5. Client Money

5.1. **Client Money.** All Initial Margins and Margin Calls shall be held by WUBS as Client Money in accordance with the Hong Kong Client Money Rules. The Client acknowledges and agrees that such funds may be commingled with other clients' funds.

5.2. **Interest on Client Money.** The Client acknowledges and agrees that any interest that accrues with respect to funds held by WUBS as Client Money shall irrevocably transfer and assign to WUBS in consideration for the Clients use of the Services.

5.3. **Dealing with Client Money.** The Client acknowledges and agrees that WUBS may deal with Client Money in accordance with the Hong Kong Client Money Rules.

6. Representations and Warranties

6.1. **Authority.** The Client represents and warrants that the individual(s) signing this Addendum has/have the authority to agree to bind the Client to the Terms and Conditions, and that the person(s) signing this Addendum is/are authorised to act on the Client's behalf and is/are authorised to empower each Authorised Person appointed in accordance with clause 3.1 (*Authorised Person*) of the T&Cs.

6.2. **Risk Disclosures.** The Client represents and warrants that it has read, considered and understood the risk disclosures set forth in the Schedule to this Addendum before acquiring any Services.

6.3. **Repetition of Representations and Warranties.** The Client repeats each representation and warranty made in clauses 5.1 to 5.2 (inclusive) of the Addendum and each representation and warranty made in clauses 18.2 to 18.5 (inclusive) of the T&Cs on the date of signing this Addendum, on the date of each Instruction and on each Transaction Date.

7. General

7.1. **Client complaints and Disputes.** Further details on the Client Complaint Process in respect of Forward Contracts and Options Contracts are available in the FEC PDS and the Options PDS (respectively).

Schedule

Risk Disclosure Statements

1. **Risk of trading in leveraged foreign exchange contracts.** The following risk disclosure statement applies to the Forward Contracts and Option Contracts provided by WUBS.

The risk of loss in leveraged foreign exchange trading can be substantial. You may sustain losses in excess of your initial margin funds. Placing contingent orders, such as "stop loss" or "stop limit" orders will not necessarily limit losses to the intended amounts. Market conditions may make it impossible to execute such orders. You may be called upon at short notice to deposit additional margin funds. If the required funds are not provided within the prescribed time, your position may be liquidated. You will remain liable for any resulting deficit in your account. You should therefore carefully consider whether such trading is suitable in light of your own financial position and investment objectives.

2. **Risks of client assets received or held outside of Hong Kong.** The following risk disclosure statement applies to the Holding Balances provided by WUBS.

Client assets received or held by WUBS International (as sub-contractor to WUBS) are subject to the applicable laws and regulations of the relevant overseas jurisdiction which may be different from the Securities and Futures Ordinance (Cap. 571) and the rules made thereunder. Consequently, such client assets may not enjoy the same protection as that conferred on client assets received or held in Hong Kong.

對沖增編條款及條件

本對沖增編條款及條件(“增編”)補充條款及條件並適用於銷售及/或購買關於遠期合約及/或期權合約的服務。條款及條件並其他條款及條件繼續全面生效地適用。

當本增編的條款與其他條款及條件有歧異，就該歧異的範疇對於遠期合約及/或期權合約的服務而言以本增編的條款為準。除非另有注明，本增編所用的大陸詞彙若沒有定義當與其在條款及條件中有相同意思。

1. 定義及釋義

1.1. 本條款及條件所用詞彙具以下涵義。

買方：相關交易確認書中所定為期權合約買方的有關方。

認購貨幣：根據認購期權買方將予購買的計值貨幣。

認購貨幣金額：認購期權行使時將予購買的認購貨幣的金額。

認購期權：賦予買方權利(而非義務)，於到期時間以行使價自賣方購入認購貨幣金額的交易。

客戶款項：適用證券及期貨(客戶款項)規則第3條的所付款項。

現金管理平台：指稱為「現金管理平台」並由WUBS擁有的專有網上系統(或WUBS作相同用途所指定的其他系統)。

交收窗口：WUBS所定客戶可於結算日前就外匯合約提取款項的期間。

到期日：期權合約可行使的最後日期。

到期時間：WUBS接納行使通知的最後時間，為到期日下午三時正(東京時間)，惟適用交易確認書另行指定除外。

遠期外匯合約產品披露說明書：具第2.6條所載涵義。

外匯合約：客戶與WUBS就根據任何指示執行外匯交易(包括遠期合約或期權合約)而訂立的具法律約束力的協議。

遠期合約：一項具法律約束力的協議，據此協議，客戶同意向WUBS購入或出售特定金額的一種貨幣，並於議定的日後日期，以特定金額的另一種貨幣進行結算。

香港客戶款項規則：適用於客戶款項的一切法例及規例，包括但不限於證券及期貨(客戶款項)規則。

初始保證金：就外匯合約提供的抵押品(或保證金)，其金額由WUBS全權酌情釐定，並存放於WUBS。

價內：指期權合約中一對貨幣其時的市場匯率遜於期權合約行使價。

觸及生效匯率：如適用，倘於到期時間前或任何窗口期間於現貨外匯市場按或通過該匯率成交，將引致買方根據期權合約享有的權利生效的匯率。

觸及失效匯率：如適用，倘於到期時間前或任何窗口期間於現貨外匯市場按或通過該匯率成交，將引致買方根據期權合約享有的權利終止的匯率。

追加保證金：WUBS就遠期合約或期權合約要求的額外保證金付款。

期權合約：普通期權或結構性期權。

期權產品披露說明書：具第3.7條所載涵義。

期權金：買方因期權合約而於期權金付款日應付賣方的款項。

期權金付款日：期權合約訂立之日後兩個營業日之日。

認沽貨幣：根據認沽期權買方將予出售的計值貨幣。

認沽貨幣金額：認沽期權行使時將予出售的認沽貨幣的金額。

認沽期權：賦予買方權利(而非義務)，於到期時間以行使價向賣方出售認沽貨幣金額的交易。

賣方：相關交易確認書中所定為期權合約賣方的有關方。

服務：WUBS根據客戶指示提供外匯合約，以電匯、直接扣賬或存賬或銀行本票方式付款，及提供其他全球付款方案。

行使價：期權合約行使時，認沽貨幣與認購貨幣將按之兌換的匯率。

結構性期權：指WUBS結構性期權產品披露說明書所載，按透過同時買賣兩份或以上之認沽期權及/或認購期權所產生的匯率，以特定金額的一種貨幣兌換另一種貨幣的協議。

條款及條件：與西聯環球商業匯款(香港)有限公司及WUBS International業務往來的條款及條件(各經不時修訂)。

時限：自有關方訂立期權合約之日至到期時間止的期間。

觸發匯率：觸及生效匯率或觸及失效匯率(視情況而定)。

普通期權：指如WUBS普通期權產品披露說明書所述有標準條款而沒有特別或不尋常特色的認沽期權或認購期權。

窗口：期權合約時限內觸發匯率生效的議定期間。一般窗口包括但不限於「最後一月」(如觸發匯率僅於期權合約最後一月生效)、「最後一週」(如觸發匯率僅於期權合約最後一週生效)、「最後一日」(如觸發匯率僅於期權合約最後一日生效)、「到期時」(如觸發匯率僅於到期日期到時間生效)。

2. 與WUBS進行業務往來

2.1. **標高差價及費用。**更多關於WUBS如何訂立適用於遠期外匯合約及期權合約的外幣對換率的資料已分別載於遠期外匯合約產品披露說明書及期權產品披露說明書。

2.2. **客戶適合度。**客戶確認及同意當WUBS推銷或建議客戶任何外匯合約，該外匯合約必須合理地適合客戶當經考慮客戶的財務狀況、投資經驗及投資目的。沒有其他條文載於本條款及條件或任何其他文件WUBS會要求你簽署及沒有聲明WUBS會要求你作出以減損本條。

3. 遠期合約

3.1. **遠期合約。**客戶僅可透過發出指示，授權WUBS訂立遠期合約。

3.2. 初始保證金及追加保證金付款。

- (a) WUBS 可全權決定要求客戶：
- (i) 於訂立任何遠期合約前或客戶指示訂立遠期合約起 1 個營業日內，就遠期合約支付初始保證金；及/ 或
 - (ii) 於遠期合約期限內隨時及多於一次於 1 個營業日內支付初始保證金（如未提供）或追加保證金。
- (b) 初始保證金及追加保證金旨在維持遠期合約將會購自或售予 WUBS 款項的相對值，或依 WUBS 全權決定用以應對客戶財務狀況及/ 或資信的不利變動或外圍經濟環境的不利變動。客戶承認，任何初始保證金或追加保證金金額將由 WUBS 全權釐定，且 WUBS 即使已向客戶提供融通，仍可要求支付初始保證金或追加保證金。
- (c) 除非另行協議，否則客戶支付的且由 WUBS 所收取的任何初始保證金及/ 或追加保證金，將用以履行客戶於結算日或任何最終提取款項日就相關遠期合約應付 WUBS 的總付款義務。
- 3.3. **交付款項。** WUBS 在就遠期合約接獲結算額後，將根據指示交付合約款項，或若並無獲發該等指示，則把款項存入持有結餘。若客戶無法存取持有結餘，客戶必須於結算日或提取款項日前最少兩個營業日，向 WUBS 提供辦理向收款人支付合約款項所需的匯款詳情及指示。
- 3.4. **提取款項。** 客戶經 WUBS 同意可於交收窗口期間從遠期合約提取款項，惟 WUBS 須已收取相等於提取款項的即時可動用結算額。不論客戶有否提取款項，均須於結算日營業時間結束或之前，就遠期合約而以即時可動用的款項向 WUBS 悉數支付結算額（或任何餘下結餘）。WUBS 可酌情就任何提取款項應用其認為合理適當的任何匯率。
- 3.5. **續期。** 客戶經 WUBS 同意可在結算日之前，重續遠期合約或其任何部份，惟客戶須先與 WUBS 議定該續期條款、條件及費用（如有）。
- 3.6. **產品披露說明書。** WUBS 遠期合約完整說明（包括其好處、風險及成本）載於 WUBS 遠期外匯合約產品披露說明書（「**遠期外匯合約產品披露說明書**」）。遠期外匯合約產品披露說明書文本隨交易申請提供，亦可於本公司網站 <http://business.westernunion.com.hk/> 閱覽。WUBS 亦可應要求提供文本。

3.7. 終止遠期合約。

- (a) 若客戶：
- (i) 未就遠期合約向 WUBS 交付要求的任何初始保證金或追加保證金，或向 WUBS 表示無意就遠期合約向 WUBS 提供要求的任何初始保證金或追加保證金；
 - (ii) 爭議遠期合約的有效性或存在，或不履行或表示無意履行其根據本條款及條件應負的任何義務，包括第 5 條（聲明及保證）或別處所載任何聲明或保證；
 - (iii) 無力償債或就其部份或全部資產已委任一名接管人或破產管理人，或進行清盤，或遭遇任何其他類似無力償債事件；
 - (iv) 停止經營業務或威脅停止經營業務，或出售其業務的全部或絕大部份資產；或
 - (v) 違反任何適用法例，
- 則 WUBS 可在不通知客戶的情況下即時終止相關遠期合約及/ 或有關方協定的任何其他未平倉遠期合約（WUBS 無需對此承擔任何責任），及/ 或採取 WUBS 認為合適的任何其他步驟（包括根據本條款及條件的第 9 條（結算額）擬採取的任何行動），以減低因客戶無法履行其於遠期合約項下的合約義務而可能引致的損失。
- (b) 若合約如上所述終止，客戶同意於 5 個營業日內，應 WUBS 的要求立即向 WUBS 支付 WUBS 就終止遠期合約及將遠期合約平倉所引致的任何及所有損失及開支。
- (c) 若遠期合約已經終止，客戶同意 WUBS 對客戶應負的唯一責任，是經扣除應付 WUBS 的所有款項後交還客戶實際上已向 WUBS 支付的任何金額。除非如本第 2.7 條（終止遠期合約）所述，否則客戶明白遠期合約一經同意及訂立，便不得終止。

4. 期權合約

- 4.1. **期權合約。** 客戶僅可透過發出指示，授權 WUBS 訂立期權合約。每份期權合約將由本第 3 條（期權合約）以及本條款及條件其餘條文規管。
- 4.2. **支付期權金。** 倘適用，買方必須按賣方指示，於期權金支付日以可動用資金向賣方支付期權金。期權金不得退還。倘賣方無法悉數支付期權金，賣方無須接納行使，並可終止期權合約，且追討因期權合約而招致的一切費用及開支，包括期權金付款。該期權金付款為到期應付的債務。為免生疑問，期權金付款與期權合約行使引致的任何付款義務獨立及有所區別。
- 4.3. **初始保證金及追加保證金付款。**
- (a) WUBS 將全權決定要求客戶：
- (i) 於訂立任何期權合約前或客戶指示訂立期權合約起 1 個營業日內，就期權合約支付初始保證金；及/ 或
 - (ii) 於期權合約期限內隨時及多於一次於 1 個營業日內支付追加保證金。
- (b) 初始保證金及追加保證金旨在維持遠期合約將會購自或售予 WUBS 款項的相對值，或依 WUBS 全權決定用以應對客戶財務狀況及/ 或資信的不利變動或外圍經濟環境的不利變動。客戶承認，任何初始保證金或追加保證金金額將由 WUBS 全權釐定，且 WUBS 即使已向客戶提供融通，仍可要求支付初始保證金或追加保證金。
- (c) 除非另行協議，否則客戶支付的且由 WUBS 所收取的任何初始保證金及/ 或追加保證金，將用以履行客戶於結算日或任何最終提取款項日就相關期權合約應付 WUBS 的總付款義務。
- 4.4. **觸發匯率及窗口。** WUBS 與客戶可協議特定觸發匯率適用於期權合約。任何經議定觸發匯率將於期權合約期限內適用，惟有關方向意窗口適用於觸發匯率除外。倘有關方同意窗口適用於觸發匯率，則適用匯率僅可於有關窗口期內觸發。
- 4.5. **行使。** 買方可藉向賣方發出行使通知而行使認沽期權或認購期權。認沽期權或認購期權的行使通知必須於到期日不遲於到期時間發出。賣方必須接受行使通知，惟須已支付任何適用期權金。本條款及條件第 3 條適用於客戶提供行使通知。WUBS 可藉電話、傳真或電郵發出行使通知。除非客戶另行指示 WUBS，否則倘客戶為認沽期權或認購期權的買方且於到期日該認沽期權或認購期權為價內，WUBS 將行使該認沽期權或認購期權，惟須已支付任何適用期權金，且客戶並無以其他方式違反本條款及條件。除非 WUBS 另行指示客戶，否則倘 WUBS 為認沽期權或認購期權的買方且於到期日該認沽期權或認購期權為價內，WUBS 將行使該認沽期權或認購期權。認沽期權或認購期權倘未按本條行使，則該認沽期權或認購期權將於到期時間失效。
- 4.6. **交付款項。** WUBS 在就期權合約接獲結算額後，將根據客戶指示交付合約款項，或若並無獲發該等指示，則把款項存入持有結餘。若客戶無法存取持有結餘，客戶必須於結算日前最少兩個營業日，向 WUBS 提供辦理向收款人支付合約款項所需的匯款詳情及指示。
- 4.7. **提取款項。** 客戶經 WUBS 同意可於交收窗口期間從期權合約提取款項，惟 WUBS 須已收取相等於提取款項的即時可動用結算額。不論客戶有否提取款項，均須於結算日營業時間結束或之前，就期權合約而以即時可動用的款項向 WUBS 悉數支付結算額（或任何餘下結餘）。WUBS 可酌情就任何提取款項應用其認為合理適當的任何匯率。
- 4.8. **產品披露說明書。** WUBS 期權合約完整說明（包括其好處、風險及成本）載於 WUBS 普通期權產品披露說明書及結構性期權產品披露說明書（統稱「**期權產品披露說明書**」）。期權產品披露說明書文本可於本公司網站 <http://business.westernunion.com.hk/> 閱覽。WUBS 亦可應要求提供文本。
- 4.9. **終止期權合約**
- (a) 若客戶：
- (i) 未就期權合約向 WUBS 交付要求的任何初始保證金或追加保證金，或向 WUBS 表示無意就期權合約向 WUBS 提供要求的任何初始保證金或追加保證金；
 - (ii) 爭議期權合約的有效性或存在，或不履行或表示無意履行其根據本條款及條件應負的任何義務，包括第 5 條（聲明及保證）或別處所載任何聲明或保證；
 - (iii) 無力償債或就其部份或全部資產已委任一名接管人或破產管理人，或進行清盤，或遭遇任何其他類似無力償債事件；
 - (iv) 停止經營業務或威脅停止經營業務，或出售其業務的全部或絕大部份資產；或
 - (v) 違反任何適用法例，
- 則 WUBS 可在不通知客戶的情況下即時終止相關期權合約及/ 或有關方協定的任何其他未平倉期權合約（WUBS 無需對此承擔任何責任），及/ 或採取 WUBS 認為

- 合適的任何其他步驟（包括根據本條款及條件的第 9 條（結算額）擬採取的任何行動），以減低因客戶無法履行其於期權合約項下的合約義務而可能引致的損失。
- (b) 若合約如上所述終止，客戶同意於 5 個營業日內，應 WUBS 的要求立即向 WUBS 支付 WUBS 就終止期權合約及將期權合約平倉所引致的任何及所有損失及開支。
- (c) 若期權合約已經終止，客戶同意 WUBS 對客戶應負的唯一責任，是經扣除應付 WUBS 的所有款項後交還客戶實際上已向 WUBS 支付的任何金額。除非如本第 3.7 條（終止期權合約）所述，否則客戶明白期權合約一經同意及訂立，便不得終止。

5. 客戶款項

- 5.1. **客戶款項。** 凡初始保證金及追加保證金，WUBS 均按香港客戶款項規則持作客戶款項。客戶承認並同意，該等款項可與其他客戶款項混合。
- 5.2. **客戶款項利息。** 客戶承認並同意，因 WUBS 持作客戶款項的款項而應計的任何利息，須不可撤回地向 WUBS 轉讓，作為客戶使用服務的對價。
- 5.3. **處理客戶款項。** 客戶承認並同意，WUBS 可按香港客戶款項規則處理客戶款項。
6. **聲明及保證**
- 6.1. **權限。** 客戶聲明及保證，簽署本增編的個人有權同意使客戶受本條款及條件約束，而簽署本增編的人士亦獲授權代表客戶行事且獲授權賦權予按本條款及條件的第 3.1 條（許可人士）委任的各許可人士。
- 6.2. **風險披露。** 客戶聲明並保證，取用任何服務前，已閱讀、審視並理解本增編的附表所載風險披露。
- 6.3. **重申聲明及保證。** 客戶於簽署本增編簽之日，每個提出指示之日及每個交易日重複本增編第 5.1 至 5.2 條（包括首尾兩條）及條款及條件第 18.2 至 18.5 條（包括首尾兩條）所作出的每個聲明及保證。
7. **一般條款**
- 7.1. **客戶投訴及爭議。** 更多有關就遠期合約及期權合約的客戶投訴程序已載於遠期外匯合約產品披露說明書及期權產品披露說明書。

附表

風險披露聲明

1. **槓桿式外匯合約交易的風險。** 以下風險披露聲明適用於 WUBS 所提供的遠期合約及期權合約。

槓桿式外匯交易的虧損風險可以十分重大。你所蒙受的虧損可能超過你的最初保證金款額。即使你定下備用交易指示，例如「止蝕」或「限價」交易指示，亦未必能夠避免損失。市場情況可能使這些指示無法執行。你可能會在短時間內被要求存入額外的保證金。假如未能在指定的時間內提供所需的數額，你的未平倉合約可能會被平倉。然而，你仍然要對你的帳戶內任何因此而出現的短欠數額負責。因此，你在買賣前應研究及理解期貨合約及期權，以及根據本身的財務狀況及投資目標，仔細考慮這種買賣是否適合你。

2. **在香港以外地方收取或持有的客戶資產的風險。** 以下風險披露聲明適用於 WUBS 所提供的持有結餘。

WUBS International (以 WUBS 分包商身份) 所收取或持有的客戶資產，是受到有關海外司法管轄區的適用法律及規例所監管的。這些法律及規例與《證券及期貨條例》（第 571 章）及根據該條例制訂的規則可能有所不同。因此，有關客戶資產將可能不會享有賦予在香港收取或持有的客戶資產的相同保障。

