



# 輝立商品(香港)有限公司

## 槓桿式外匯客戶協議補充:

條款	修訂內容	生效日期
14.1	<p>本公司或其任何董事、高級職員、僱員及代理人或任何商業代表，均無須就客戶因本協議、任何外匯合約或任何外匯交易之任何作為或不作為而蒙受之任何直接、間接或相應損失或損害(包括經濟損失或損害)而向客戶承擔責任，除非該等損失乃因彼等欺詐、疏忽或故意失責所導致，則作別論。客戶承諾就本公司或彼等因依據客戶或獲授權人士發出指示所作出或不作出之任何事情，或本協議或任何合約或任何外匯交易擬進行之任何事項，或因客戶違反其依據本協議、任何外匯合約或任何外匯交易對本公司之責任而招致之一切費用、收費、損失、索償、損害賠償、負債、索求或法律訴訟(包括但不限於因解決任何索償、索求或法律訴訟而招致之任何費用及開支)，向本公司及其董事、高級職員、僱員及代理人作出彌償。在不影響上述規定的情況下，客戶在任何情況下都承認並接受本公司對客戶的每次事故的責任在任何情況下均不得超過等於 1,000,000 港元或從客戶於爭議交易收到的金錢利益的十倍，以較大者為準。</p>	14/04/2022



# Phillip Commodities (HK) Limited

## Supplement to the Leveraged Foreign Exchange Client Agreement:

Clause	Amended Content	Implementation Date
14.1	Neither the Company nor any of its directors, officers, employees and agents or any correspondents shall be liable to the Customer for any direct, indirect or consequential loss or damage (including economic loss or damage) suffered by the Customer arising out of or connected with any act or omission in relation to this Agreement, any FX Contracts or in respect of any FX Transactions unless such loss results from its or any of its fraud, negligence or wilful default. The Customer undertakes to keep the Company and its directors, its officers, employees and agents indemnified against all costs, charges, loss, claims, damages, liabilities, demands or proceedings (including, without limitation, any costs and expenses incurred in settling any claim, demand or proceeding) incurred by the Company or them arising out of anything done or omitted pursuant to any Instruction given by the Customer or the Authorised Persons or in relation to any matters contemplated by this Agreement, by any of the FX Contracts or in respect of any FX Transactions or arising out of or connected with any breach by the Customer of the Customer's obligations to the Company pursuant to this Agreement, any of the FX Contracts or in respect of any FX Transactions. Without prejudice to the foregoing, the Customer in any event acknowledges and accepts that the Company's liability to the Customer for each incident shall not under any circumstances exceed the greater of an amount equal to HK\$1,000,000 or ten (10) times the monetary benefits received from the Customer for the Transaction in dispute.	14/04/2022