

TERMS AND CONDITIONS 条款及条件

**1. THE PROGRAM**

The Referral Program offered by Rakuten Securities Hong Kong Limited ("Rakuten Securities HK") gives existing clients of Rakuten Securities HK ("You" or "Your") the opportunity to receive a bonus for referring clients to Rakuten Securities HK who are not resident in Japan and the United States of America in accordance with these program terms and conditions (the "Program Terms") (the "Program").

**1. 推广计划**

乐天证券香港有限公司(「乐天证券香港」)所提供的推荐计划使乐天证券香港现有客户(「阁下」或「阁下的」)有机会根据本推荐条款及条件(「推荐条款」)将非居住在日本及美国的客户推荐予乐天证券香港以获取奖赏(「本推荐计划」)。

**2. BINDING AGREEMENT**

You agree that by participating in the Program that You will be bound by the Program Terms (which may be amended or varied at any time by Rakuten Securities HK with or without notice) and in relation to the use of Your Account (defined below) with Rakuten Securities HK, the terms of business of Rakuten Securities HK that apply to Your Account (the "Rakuten Securities HK Terms") and always subject to any applicable laws. In the event of any conflict or inconsistency between the Rakuten Securities HK Terms and these Program Terms, the Rakuten Securities HK Terms shall prevail.

**2. 具有约束力的协议**

阁下同意，参加推荐计划即表示阁下将受到推荐条款(乐天证券香港可于任何时间予以修订及更改而无须通知)及就阁下乐天证券香港账户(定义见下文)的使用而受到适用于阁下账户的乐天证券香港业务条款(「乐天证券香港条款」)所约束及一直受到任何适用法律所约束。如乐天证券香港条款与本推荐条款有任何冲突或歧义，概以乐天证券香港条款为准。

**3. ELIGIBILITY TO REFER FAMILY AND FRIENDS**

To be eligible to take part in the Program You must:

- (a) be an existing client of Rakuten Securities HK with an active trading account (the "Account");
- (b) be over eighteen years of age or over the age of maturity in Your jurisdiction (if You are an individual);
- (c) have completed a minimum of 100K round-turn in notional forex trading volume (or its equivalent) in the 12 (twelve) months prior to the Qualifying Referral (defined below);
- (d) not be an introducing broker of Rakuten Securities HK (or any of its affiliates) and act in any capacity that would require You to become officially registered as an introducing broker or money manager;
- (e) sign up for the referral program by submitting the enrolment form that is on the Referral Program webpage. Once the form has been submitted, Rakuten Securities HK will email You with instructions on how to start referring.

(the "Qualifying Participant").

**3. 推荐亲朋好友的资格**

为符合资格参加本推荐计划，阁下必须：

- (a) 为持有活跃交易账户(「账户」)的现有乐天证券香港客户；
- (b) 年满十八周岁以上或达到阁下所属司法管辖区的成年岁数以上(假如阁下是个别人士)；
- (c) 在推荐合格被推荐人(定义见下文)之前12(十二)个月内完成最少 100K 名义外汇来回交易量(或同等交易量)；
- (d) 不得是乐天证券香港(或其任何附属公司)的经纪商及不得以任何要求阁下正式注册成为介绍经纪商或资金经理的身份行事；
- (e) 通过递交朋友推荐计划网页上的参加表格，登记参加推荐朋友计划。递交表格后，乐天证券香港将会透过电邮向您发出如何开始推荐的指示。

(「合格参与者」)

**4. DURATION**

The latest version of this Program starts on 18 April 2017 at 00:01 A.M (HKT) and will continue until the Program is terminated in accordance with Clause 9.9 (the "Program Period").

**4. 期间**

本推荐计划的最新版由 2017 年 4 月 18 日凌晨 00:01 (香港时间)起生效及将一直持续有效，直至本推荐计划根据第 9.9 款终止为止(「推荐期」)。

## 5. HOW TO PARTICIPATE

5.1. Each Qualifying Participant that complies with all of the Requirements (defined below) shall receive a bonus based on the Qualifying Referral's (defined below) initial deposit as outlined in Clause 6.5 subject to the limits set out in clause 7 (the "Bonus").

5.2 In order to receive the Bonus during the Program Period the Qualifying Participant must:

(a) refer a family member or friend to Rakuten Securities HK who:

- i. is not resident in Japan or the United States of America;
- ii. is a natural person;
- iii. includes the Qualifying Participant's email address in the "Referral" section of the account application;
- iv. opens at least 1 (one) new individual or joint account (under any currency denomination) and become a new client of Rakuten Securities HK;
- v. is not referred by a third party who has an introducing broker relationship with Rakuten Securities HK and/or any of its affiliates;
- vi. makes a minimum deposit of funds into his/her account with Rakuten Securities HK as outlined in clause 6.5 unless a higher deposit is required under the Rakuten Securities HK Terms;
- vii. maintains his/her Rakuten Securities HK trading account for at least 1 (one) month after activation;
- viii. completes one or more trades on his/her trading account where the total trading volume meets the required minimum of notional forex trading volume as set forth in the "Payment Terms" table below (or its equivalent) within 90 (ninety) days of the Account being opened. A "round-turn trade" is defined as the buying and selling of one currency pair;

(the "Qualifying Referral")

(b) be over eighteen years of age or over the age of maturity in Your jurisdiction (if You are an individual);

(together the "Requirements")

## 6. THE PAYMENT OF THE BONUS

6.1. The Bonus shall be credited to the Qualifying Participant's trading account. The same amount of Bonus will also be paid into the Qualifying Referral's trading account (as set out below).

6.2. Rakuten Securities HK shall carry out a review of the Account by the end of each week (the "Review Date") and the Bonus, if any, shall be paid within fifteen business days of the Review Date by way of crediting the Account.

6.3. The Account must be open, active and not subject to any dispute or default on the date the Bonus falls due to the Qualifying Participant.

6.4. Each Qualifying Participant is strictly limited to one Bonus per Qualifying Referral. For the avoidance of doubt, a joint account is considered as being one referral. In the event that more than one Bonus is paid to a Qualifying Participant for a Qualifying Referral and/or the Bonus exceeds the Individual Limit, the value of the additional Bonus will be deemed a debt lawfully owed by the Qualifying Participant to Rakuten

## 5. 如何参加

5.1. 每名遵守所有要求(定义见下文)的合格参与者将会根据第 6.5 款所载的合格被推荐人(定义见下文)的首次开户资金获取奖赏(「奖赏」)并受第 7 款所载的限制所约束。

5.2 要在推荐期内获取奖赏, 合格参与者必须:

(a) 将亲人或朋友推荐予乐天证券香港, 而该人士:

- i. 不得为日本或美国居民;
- ii. 须为自然人;
- iii. 须於開戶申請書「介紹人」部份填寫合格參與者的電郵地址;
- iv. 须开立最少 1 (一)个新个人或联名账户(以任何货币结算)及成为新乐天证券香港客户;
- v. 不得经一名与乐天证券香港及/或其任何附属公司建有经纪商关系的第三方推荐;
- vi. 须如第 6.5 款所载将最低资金款额存入其乐天证券香港账户, 除非乐天证券香港条款要求存入更高的资金;
- vii. 在账户启用后维持其乐天证券香港交易账户最少 1 (一)个月;
- viii. 须于开户后 90 (九十)日内在交易账户内完成一项或以上交易, 而该等交易总额必须到达下列(「支付条款」)表中要求的最低名义外汇来回交易额。「来回交易」界定为买入及卖出某一货币对; 及

(「合格被推荐人」)

(b) 年满十八周岁以上或达到阁下所属司法管辖区的成年岁数以上(假如阁下是个别人士);

(统称为「要求」)

## 6. 奖赏的支付

6.1. 奖赏将会存入合格参与者的交易账户。相同的奖赏金额亦将会存入合格被推荐人的交易账户(载列于下文)。

6.2. 乐天证券香港将于每周完结(「审阅日期」)时审阅账户, 而奖赏(如有)将于审阅日期起计十五个工作日内透过存入账户的方式支付。

6.3. 账户在奖赏到期须应付予合格参与者之日必须维持开立、活跃及并无产生任何纠纷或违责事件。

6.4. 每名合格参与者受严格限制只可就每名合格被推荐人获享一次奖赏。为免生疑, 联名账户被视为一名被推荐人。倘若合格参与者就一名合格被推荐人获取超过一次奖赏及/或奖赏超过个人上限, 则额外奖赏价值将视为合格参与者合法欠乐天证券香港的债项, 而合格参

Securities HK and the Qualifying Participant shall be obliged to immediately return the excess to Rakuten Securities HK.

与者有责任立即将超出数额退还乐天证券香港。

### 6.5. PAYMENT TERMS

Qualifying Participants and Qualifying Referrals will be paid the Bonus according to their account type and the payment structure outlined below. The Bonus is determined by the Qualifying Referral's initial deposit, not subsequent deposits. The Bonus will be credited in either USD or HKD, according to the currency denomination of the Rakuten Securities HK account. If more than 1 (one) accounts are opened at the same time for the Qualifying Referral, only FX Trading Volume in the account with highest initial deposit shall be counted to determine the Bonus for both Qualifying Participants and Qualifying Referrals.

### 6.5. 支付条款

合格参与者和合格被推荐人所获得的奖赏数额将根据不同账户类别及以下列出的支付结构而定。奖赏数额乃根据合格被推荐人的首次存款额，而非其后的存款额厘定。奖赏将根据乐天证券香港账户的结算货币，以美元或港元支付。如合格被推荐人同时开立多于 1 (一) 个新账户，唯其中最高首次存款额账户中的外汇交易额将被计算以确定合格参与者和合格被推荐人可获得的奖赏。

For Rakuten FX client with USD denominated accounts:

美元结算的乐天 FX 账户：

Qualifying Referral Opens With Initial Balance Of: 合格被推荐人的首次开户资金：	Required FX Trading Volume 外汇交易额要求	You (Qualifying Participant) Receives: 阁下(合格参与者)可获得：	Qualifying Referral Receives: 合格被推荐人可获得：
USD 2,000 to < USD 10,000 2,000 美元 至 < 10,000 美元	100K round turn trade 100K 来回交易额	USD 100 100 美元	USD 100 100 美元
USD 10,000 to < USD 20,000 10,000 美元 至 < 20,000 美元	500K round turn trade 500K 来回交易额	USD 150 150 美元	USD 150 150 美元
USD 20,000 and Over 20,000 美元及以上	1,000K round turn trade 1,000K 来回交易额	USD 200 200 美元	USD 200 200 美元

The minimum initial deposit requirement for Qualifying Referrals for USD denominated accounts is \$2,000.00 USD.

就美元结算账户的合格被推荐人而言，最低存款要求为 USD\$2,000.00。

For Rakuten FX client with HKD denominated accounts:

港元结算的乐天 FX 账户：

Qualifying Referral Opens With Initial Balance Of: 合格被推荐人的首次开户资金：	Required FX Trading Volume 外汇交易额要求	You (Qualifying Participant) Receives: 阁下(合格参与者)可获得：	Qualifying Referral Receives: 合格被推荐人可获得：
HKD 16,000 to < HKD 80,000 16,000 港元 至 < 80,000 港元	100K round turn trade 100K 来回交易额	HKD 800 800 港元	HKD 800 800 港元
HKD 80,000 to < HKD 160,000 80,000 港元 至 < 160,000 港元	500K round turn trade 500K 来回交易额	HKD 1,200 1,200 港元	HKD 1,200 1,200 港元
HKD 160,000 and Over 160,000 港元及以上	1,000K round turn trade 1,000K 来回交易额	HKD 1,600 1,600 港元	HKD 1,600 1,600 港元

The minimum initial deposit requirement for Qualifying Referrals for HKD denominated accounts is 16,000.00 HKD.

就港元结算账户的合格被推荐人而言，最低存款要求为 HKD\$16,000.00。

For Trading Station client with USD denominated accounts:

美元结算的 Trading Station 账户：

Qualifying Referral Opens With Initial Balance Of: 合格被推荐人的首次开户资金：	Required FX Trading Volume 外汇交易额要求	You (Qualifying Participant) Receives: 阁下(合格参与者)可获得：	Qualifying Referral Receives: 合格被推荐人可获得：
USD 2,000 to < USD 10,000 2,000 美元 至 < 10,000 美元	100K round turn trade 100K 来回交易额	USD 80 80 美元	USD 80 80 美元
USD 10,000 to < USD 20,000 10,000 美元 至 < 20,000 美元	500K round turn trade 500K 来回交易额	USD 120 120 美元	USD 120 120 美元
USD 20,000 and Over 20,000 美元及以上	1,000K round turn trade 1,000K 来回交易额	USD 160 160 美元	USD 160 160 美元

The minimum initial deposit requirement for Qualifying Referrals for USD denominated accounts is \$2,000.00 USD.

就美元结算账户的合格被推荐人而言，最低存款要求为 USD\$2,000.00。

For Trading Station client with HKD denominated accounts:

港元結算的 Trading Station 賬戶：

Qualifying Referral Opens With Initial Balance Of: 合格被推荐人的首次开户资金：	Required FX Trading Volume 外汇交易额要求	You (Qualifying Participant) Receives: 阁下(合格参与者)可获得：	Qualifying Referral Receives: 合格被推荐人可获得：
HKD 16,000 to < HKD 80,000 16,000 港元 至 < 80,000 港元	100K round turn trade 100K 来回交易额	HKD 600 600 港元	HKD 600 600 港元
HKD 80,000 to < HKD 160,000 80,000 港元 至 < 160,000 港元	500K round turn trade 500K 来回交易额	HKD 900 900 港元	HKD 900 900 港元
HKD 160,000 and Over 160,000 港元及以上	1,000K round turn trade 1,000K 来回交易额	HKD 1,200 1,200 港元	HKD 1,200 1,200 港元

The minimum initial deposit requirement for Qualifying Referrals for HKD denominated accounts is 16,000.00 HKD.

就港元结算账户的合格被推荐人而言，最低存款要求为 HKD\$16,000.00。

## 7. LIMITED AVAILABILITY

Subject to clause 9.6, the below limits shall apply to this Program:

(a) Qualifying Participants may refer up to 10 (ten) Qualifying Referrals per calendar year under this Program.

(the "Individual Limits")

## 7. 有限供应

受第 9.6 款所限，以下限制將適用於本推荐計劃：

(a) 本推荐的合格参与者每个历年最多只能推荐十 (10) 位合格被推荐人。

(「个人上限」)

## 8. LIABILITY

8.1. To the maximum extent permitted by law, You indemnify and agree to keep indemnified Rakuten Securities HK at all times from and against any liability, claims, demands, losses, damages, costs and expenses resulting from any act, default or omission by You and/or a breach of any representation and warranty by You set forth herein. To the maximum extent permitted by law, You indemnify and agree to keep indemnified Rakuten Securities HK at all times from and against any liability, actions, claims, demands, losses, damages, costs and expenses for or in respect of which Rakuten Securities HK will or may become liable by reason of or related or incidental to any act, default or omission by You under these Program Terms including without limitation resulting from or in relation to any breach, non-observance, act or omission whether negligent or otherwise, pursuant to these Program Terms by You. To the maximum extent permitted by law, You agree to hold Rakuten Securities HK, its directors, officers, employees and assigns harmless for any injury or damage caused or claimed to be caused by Your participation in the Program and/or award of any Bonus.

8.2. To the extent permitted by law, your rights to litigate, to seek injunctive relief or to any other recourse to judicial or any other procedure in case of disputes or claims resulting from or in connection with this Program are hereby excluded, and You expressly waive any and all such rights.

## 8. 法律责任

8.1. 在法律许可的最大范围内，阁下将会及同意在任何时候使乐天证券香港免于由阁下的任何行为、违责或不作为及/或阁下违反本条所列的陈述及保证而造成的任何责任、索赔、要求、亏损、损害、成本及费用。在法律许可的最大范围内，根据本推荐条款，阁下将会及同意在任何时候使乐天证券香港免于基于或相关或因阁下任何行为、违责或不作为而附带引起，包括(但不限于)根据本推荐条款阁下不论是基于疏忽或其他原因而产生的任何违反情况、不遵守情况、行为或不作为，以致乐天证券香港将会或可能会变为负有责任的任何法律责任、行为、索赔、要求、亏损、损害、成本及费用。在法律许可的最大范围内，阁下同意使乐天证券香港、其董事、高级人员、雇员及受让人免于因为或声称因为阁下参与本推荐计划及/或获赠奖赏而导致的任何伤害或损害。

8.2. 在法律许可的范围内，如因与或与本推荐计划相关而产生纠纷或申索，阁下提出诉讼、寻求禁制令或以其他方式寻求司法或任何其他程序的权利谨此被摒除，而阁下明确放弃任何及全部此等权利。

## 9. ADDITIONAL CONDITIONS:

9.1. Rakuten Securities HK is not obligated to accept as a client any Qualifying Referral or Qualifying Participant may not refer itself under this Program.

9.2. You shall not issue, publish or distribute any advertisement, marketing materials or other sales literature utilising or making reference to Rakuten Securities HK or its products/services or use such means to solicit clients for this Program.

## 9. 其他条件：

9.1. 根据本推荐计划，乐天证券香港并无义务接纳任何合格被推荐人为客户，而合格参与者亦不得推荐自己。

9.2. 阁下不得发出、刊发或分发使用或提述乐天证券香港或其产品/服务的广告、推荐资料或其他销售文件或透过该等途径就本推广计划招揽客户。

9.3. The Bonus will be paid as a credit into the relevant Rakuten Securities HK trading account. No other forms of payment will be made.

9.4. Rakuten Securities HK may, in its discretion, decline, cancel, or reverse a Bonus if a payment is made in error or if any referral is determined to have not been made in good faith or to have been the result of abusive practices, fraud, or misconduct.

9.5. The Bonus cannot be applied retroactively for past referrals.

9.6. Rakuten Securities HK reserves the right to refuse a Qualifying Participant from participating in this Program that is believed to be in breach of the Program Terms and/or Rakuten Securities HK Terms. In the event that such a Qualifying Participant or a non-Qualifying Participant (the "Unauthorised Applicant") takes part in the Program, Rakuten Securities HK reserves the right, without prejudice to any other rights under the Program Terms and/or Rakuten Securities HK Terms to immediately disqualify the Unauthorised Applicant and/or demand the immediate repayment of the value of any Bonus awarded, which will be deemed a debt lawfully owed by the Unauthorised Applicant to Rakuten Securities HK.

9.7. This Program may only be used to refer individuals with whom the Qualifying Participant has a direct and/or personal relationship and who the Qualifying Participant believes would be interested in Rakuten Securities HK's products and services.

9.8. This Promotion may not be used in conjunction with any other offer or promotion of Rakuten Securities HK.

9.9. Rakuten Securities HK reserves the right at its sole discretion to alter, amend, modify, suspend or terminate this Program, or any aspect of it, including but not limited to extending the Program Period at any time and without prior notice. In such event Rakuten Securities HK will make reasonable efforts to notify You by email.

9.10. Rakuten Securities HK shall not be liable for any delays in the acceptance or transmission of orders due to a breakdown, failure of transmission, communication facilities or for any other technical error or cause beyond Rakuten Securities HK's control (the "Technical Errors"). If the Program cannot be executed as planned as a result of Technical Errors, Rakuten Securities HK shall incur no liability and the Bonus will not be awarded.

9.11. To the extent that is in compliance with the Personal Data (Privacy) Ordinance (and other applicable data protection laws, rules and regulations), You agree and give your express consent for Rakuten Securities HK to share with its affiliates, subsidiaries, agents, business partners and successors, during and after the Program Period, Your personal information including, without limitation Your, name, address, email address, and Account opening information (the "Personal Data"), to be selected by Rakuten Securities HK at its sole and absolute discretion and without further recourse to you. Any Personal Data shall be used solely in accordance with relevant data protection legislation and best practices. Rakuten Securities HK's privacy policy can be found here: <http://www.sec.rakuten.com.hk/en/legal/privacy-policy/>

9.12. All current employees, interns and contractors of Rakuten Securities HK (the "Staff"), and each of their affiliates and subsidiaries and the Staff's immediate family members and persons with whom such

9.3. 奖赏将会以存入有关乐天证券香港交易账户的方式支付。奖赏不会以其他方式支付。

9.4. 倘奖赏乃错误存入或任何推荐被厘定为并非真诚作出或经舞弊手法、欺诈或不当行为而产生，则乐天证券香港可酌情拒绝、取消或索回有关奖赏。

9.5. 过去的推荐将不会被追发奖赏。

9.6. 乐天证券香港保留拒绝任何据信是违反推荐条款及/或乐天证券香港条款的合格参与者参加本推荐计划的权利。假如此合格参与者或一名非合格参与者(「未经批准申请人」)参加本推荐计划，乐天证券香港在不损害到本推广条款及/或乐天证券香港条款任何其他权利的情况下，保留实时取消未经批准申请人的资格及/或要求实时偿还任何已授出的奖赏价值(将被视为未经批准申请人合法欠乐天证券香港的债务)的权利。

9.7. 本推荐计划只可用以推荐与合格参与者有直接及/或私人关系的个人人士，及合格参与者认为其对乐天证券香港产品及服务感兴趣之人士。

9.8. 本推广计划不得与乐天证券香港任何其他优惠或推广一并使用。

9.9. 乐天证券香港保留全权酌情更改、修订、修改、暂停或终止本推荐计划或其任何部份的权利，包括(但不限于)随时延长推荐期，而毋须事先作出通知。在此情况下，乐天证券香港将会作出合理努力透过电邮通知阁下。

9.10. 乐天证券香港无须就基于传送或通讯工具中断或故障或任何其他在乐天证券香港控制范围以外的技术错误或原因而致指令接收或传送出现延迟(「技术错误」)负上责任。倘若推荐计划因为技术错误而无法按计划执行，乐天证券香港将不会产生任何法律责任，而奖赏将不会授出。

9.11. 在遵守个人资料(私隐)条例(及其他适用的数据保护法律、法规和规章)的范围内，阁下明确同意乐天证券香港在推荐期内及之后可与其代理人、业务伙伴及继任人共享阁下的个人资料，包括(但不限于)由乐天证券香港全权绝对酌情选择的阁下的姓名、地址、电邮地址及开户资料(「个人资料」)，而不会给予阁下进一步的追索权。任何个人资料应仅根据相关资料保障法例及最佳作业手法使用。点击 <http://www.sec.rakuten.com.hk/gb/legal/privacy-policy> /查看乐天证券香港隐私保障政策。

9.12. 乐天证券香港及其各自的联属公司及附属公司的所有现有雇员、实习生及承包商(「职

Staff are domiciled are prohibited from participating in the Program.

9.13. If any provision(s) of these Program Terms is held to be invalid or unenforceable, all remaining provisions hereof will remain in full force and effect.

9.14. Unless the context otherwise requires, references to any gender include all genders and use of the singular includes the plural and vice versa.

9.15. Qualifying Participants and Qualifying Referrals are solely responsible for the payment of any and all taxes, including but not limited to federal, state and local taxes that may apply on their Bonus. Rakuten Securities HK shall have the right, but not the obligation, to make any deductions and withholdings that Rakuten Securities HK deems necessary or desirable under applicable federal, and local tax laws, rules, regulations, codes or ordinances.

9.16. Rakuten Securities HK may, at its sole discretion, provide You with translations of the Program Terms. The original English version shall be the only legally binding version for Rakuten Securities HK and You. In case of discrepancies between the original English version and other translations in Your possession, the original English version shall prevail.

员」)、职员直系亲属及与乐天证券香港职员共同居住的人士均不得参加本推荐计划。

9.13. 若本推荐条款的任何条文被视为无效或无法强制执行，则本文的所有余下条文仍将具备十足效力及作用。

9.14. 除文义另有所指外，任何性别的提述包括所有性别，而单数的使用包括复数，反之亦然。

9.15. 合资格参与者及合资格被推荐人须唯一负责支付任何及全部税项，包括(但不限于)可能会适用于其奖励的联邦、州及地方税项。乐天证券香港有权利但没有义务根据适用联邦及地方课税法律、规则、法例、守则或条例作出任何乐天证券香港认为需要或适宜的扣减或扣缴。

9.16. 乐天证券香港可全权酌情为您提供推荐条款的译本。英文原文应为乐天证券香港与阁下之间的唯一合法具有约束力的版本。如英文原文与阁下拥有的其他译文有任何歧义，概以英文原文为准。

#### 10. GOVERNING LAW AND VENUE:

These Program Terms shall be governed by and construed in accordance with Hong Kong law. The Parties irrevocably agree that the courts of Hong Kong shall have exclusive jurisdiction to settle any dispute arising out of or in connection with these Program Terms.

#### 10. 监管法律及地点：

本推荐条款将受香港法例监管及据此诠释。各方不可撤回地同意，香港的法院拥有独有管辖权以解决因为或基于本推荐条款而产生的纠纷。