

TERMS AND CONDITIONS 條款及條件

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").

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.

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").

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").

1. 推薦計劃

樂天證券香港有限公司(「樂天證券香港」)所提供的推薦計劃使樂天證券香港現有客戶(「閣下」或「閣下的」)有機會根據本推薦條款及條件(「推薦條款」)將非居住在日本及美國的客戶推薦予樂天證券香港以獲取獎賞(「本推薦計劃」)。

2. 具有約束力的協議

閣下同意，參加推薦計劃即表示閣下將受到推薦條款(樂天證券香港可於任何時間予以修訂及更改而無須通知)及就閣下樂天證券香港賬戶(定義見下文)的使用而受到適用於閣下賬戶的樂天證券香港業務條款(「樂天證券香港條款」)所約束及一直受到任何適用法律所約束。如樂天證券香港條款與本推薦條款有任何衝突或歧義，概以樂天證券香港條款為準。

3. 推薦親朋好友的資格

為符合資格參加本推薦計劃，閣下必須：

- (a) 為持有活躍交易賬戶(「賬戶」)的現有樂天證券香港客戶；
- (b) 年滿十八週歲以上或達到閣下所屬司法管轄區的成年歲數以上(假如閣下是個別人士)；
- (c) 在推薦合資格被推薦人(定義見下文)之前12(十二)個月內完成最少 100K 名義外匯來回交易量(或同等交易量)；
- (d) 不得是樂天證券香港(或其任何聯屬公司)的經紀商及不得以任何要求閣下正式註冊成為介紹經紀商或資金經理的身份行事；
- (e) 通過遞交朋友推薦計劃網頁上的參加表格，登記參加推薦計劃。遞交表格後，樂天證券香港將會透過電郵向您發出如何開始推薦的指示。

(「合資格參與者」)

4. 期間

本推薦計劃的最新版由 2017 年 4 月 18 日凌晨 00:01 (香港時間)起生效及將一直持續有效，直至本推薦計劃根據第 9.9 款終止為止(「推薦期」)。

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. 如何參加

5.1. 每名遵守所有要求(定義見下文)的合資格參與者將會根據第 6.5 款所載的合資格被推薦人(定義見下文)的首次開戶資金獲取獎賞(「獎賞」)并受第 7 款所載的限制所約束。

5.2 要在推薦期內獲取獎賞，合資格參與者必須：

(a) 將親人或朋友推薦予樂天證券香港，而該人士：

- i. 不得為日本或美國居民；
- ii. 須為自然人；
- iii. 須於開戶申請書「介紹人」部份填寫合資格參與者的電郵地址；
- iv. 須開立最少 1 (一)個新個人或聯名賬戶(以任何貨幣結算)及成為新樂天證券香港客戶；
- v. 不得經一名與樂天證券香港及/或其任何聯屬公司建有經紀商關係的第三方推薦；
- vi. 須如第 6.5 款所載將最低資金款額存入其樂天證券香港賬戶，除非樂天證券香港條款要求存入更高的資金；
- vii. 在賬戶啟用後維持其樂天證券香港交易賬戶最少 1 (一)個月；
- viii. 須於開戶後 90 (九十)日內在交易賬戶內完成一項或以上交易，而該等交易總額必須到達下列(「支付條款」)表中要求的最低名義外匯來回交易額。「來回交易」界定為買入及賣出某一貨幣對；及

(「合資格被推薦人」)

(b) 年滿十八週歲以上或達到閣下所屬司法管轄區的成年歲數以上(假如閣下是個別人士)；

(統稱為「要求」)

6. 獎賞的支付

6.1. 獎賞將會存入合資格參與者的交易賬戶。相同的獎賞金額亦將會存入合資格被推薦人的交易賬戶(載列於下文)。

6.2. 樂天證券香港將於每周完結(「審閱日期」)時審閱賬戶，而獎賞(如有)將於審閱日期起計十五個工作天內透過存入賬戶的方式支付。

6.3. 賬戶在獎賞到期須應付予合資格參與者之日必須維持開立、活躍及並無產生任何糾紛或違責事件。

6.4. 每名合資格參與者受嚴格限制只可就每名合資格被推薦人獲享一次獎賞。為免生疑，聯名賬戶被視為一名被推薦人。倘若合資格參與者就一名合資格被推薦人獲取超過一次獎賞及/或獎賞超過個人上限，則額外獎賞價值將視為合資格參與者合法欠負樂天證券香港的債項，而合資格參

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

與者有責任立即將超出數額退還樂天證券香港。

6.5. PAYMENT TERMS

Qualifying Participants and Qualifying Referrals will be paid the Bonus according to 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. 支付條款

合資格參與者和合資格被推薦人所獲得的獎賞數額將根據以下列出的支付結構而定。獎賞數額乃根據合資格被推薦人的首次存款額，而非其後的存款額釐定。獎賞將根據樂天證券香港賬戶的結算貨幣、以美元或港元支付。如合資格被推薦人同時開立多於 1 (一)個新賬戶，唯其中最高首次存款額賬戶中的外匯交易額將被計算以確定合資格參與者和合資格被推薦人可獲得的獎賞。

For USD denominated accounts:

美元結算賬戶：

Qualifying Referral Opens With Initial Balance Of: 合資格被推薦人的首次開戶資金：	Required FX Trading Volume 外匯交易額要求	You (Qualifying Participant) Receives: 閣下(合資格參與者)可獲得：	Qualifying Referral Receives: 合資格被推薦人可獲得：
USD 2,000 to < USD 10,000 2,000 美元 至 < 10,000 美元	100K round turn trade 100K 來回交易額	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 來回交易額	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 來回交易額	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.

就美元結算賬戶的合資格被推薦人而言，最低存款要求為 USD\$2,000.00。

For HKD denominated accounts:

港元結算賬戶：

Qualifying Referral Opens With Initial Balance Of: 合資格被推薦人的首次開戶資金：	Required FX Trading Volume 外匯交易額要求	You (Qualifying Participant) Receives: 閣下(合資格參與者)可獲得：	Qualifying Referral Receives: 合資格被推薦人可獲得：
HKD 16,000 to < HKD 80,000 16,000 港元 至 < 80,000 港元	100K round turn trade 100K 來回交易額	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 來回交易額	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	1000K round turn trade 1000K 來回交易額	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.

就港元結算賬戶的合資格被推薦人而言，最低存款要求為 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. 有限供應

受第 9.6 款所限，以下限制將適用於本推薦計劃：

- (a) 本推薦的合資格參與者每個歷年最多只能推薦十 (10) 位合資格被推薦人

(「個人上限」)

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,

8. 法律責任

8.1. 在法律許可的最大範圍內，閣下將會及同意在任何時候使樂天證券香港免責於由閣下的任何行為、違責或不作為及/或閣下違反本條所列的陳述及保證而造成的任何責任、索賠、要求、虧損、損害、成本及費用。在法律許可的最大範圍內，根據本推薦條款，閣下將會及同意在任何時候使樂天證券香港免責於基於或相關或因閣下任

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.

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.

9.3. 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

何行為、違責或不作為而附帶引起，包括(但不限於)根據本推薦條款閣下不論是基於疏忽或其他原因而產生的任何違反情況、不遵守情況、行為或不作為，以致樂天證券香港將會或可能會變為負有責任的任何法律責任、行為、索賠、要求、虧損、損害、成本及費用。在法律許可的最大範圍內，閣下同意使樂天證券香港、其董事、高級人員、僱員及受讓人免責於因為或聲稱因為閣下參與本推薦計劃及/或獲贈獎賞而導致的任何傷害或損害。

8.2. 在法律許可的範圍下，如因為或與本推薦計劃相關而產生糾紛或申索，閣下提出訴訟、尋求禁制令或以任何其他方式尋求司法或任何其他程序的權利謹此被摒除，而閣下明確放棄任何及全部此等權利。

9. 其他條件：

9.1. 根據本推薦計劃，樂天證券香港並無義務接納任何合資格被推薦人為客戶，而合資格參與者亦不得推薦自己。

9.2. 閣下不得發出、刊發或分發使用或提述樂天證券香港或其產品/服務的廣告、推薦資料或其他銷售文件或透過該等途徑就本推薦計劃招攬客戶。

9.3. 獎賞將會以存入有關樂天證券香港交易賬戶的方式支付。獎賞不會以其他方式支付。

9.4. 倘獎賞乃錯誤存入或任何推薦被釐定為並非真誠作出或經舞弊手法、欺詐或不當行為而產生，則樂天證券香港可酌情拒絕、取消或索回有關獎賞。

9.5. 過去的推薦將不會被追發獎賞。

9.6. 樂天證券香港保留拒絕任何據信是違反推薦條款及/或樂天證券香港條款的合資格參與者參加本推薦計劃的權利。假如此合資格參與者或一名非合資格參與者(「未經批准申請人」)參加本推薦計劃，樂天證券香港在不損害到本推廣條款及/或樂天證券香港條款任何其他權利的情況下，保留即時取消未經批准申請人的資格及/或要求即時償還任何已授出的獎賞價值(將被視為未經批准申請人合法欠負樂天證券香港的債務)的權利。

9.7. 本推薦計畫只可用以推薦與合資格參與者有直接及/或私人關係的個人人士，及合資格參與者認為其對樂天證券香港產品及服務感興趣之人士。

9.8. 本推薦計劃不得與樂天證券香港任何其他優惠或推廣一併使用。

9.9. 樂天證券香港保留全權酌情更改、修訂、修改、暫停或終止本推薦計劃或其任何部份的權

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 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.

利，包括(但不限於) 隨時延長推薦期，而毋須事先作出通知。在此情況下，樂天證券香港將會作出合理努力透過電郵通知閣下。

9.10. 樂天證券香港無須就基於傳送或通訊工具中斷或故障或任何其他在樂天證券香港控制範圍以外的技術錯誤或原因而致指令接收或傳送出現延遲(「技術錯誤」)負上責任。倘若推薦計劃因為技術錯誤而無法按計劃執行，樂天證券香港將不會產生任何法律責任，而獎賞將不會授出。

9.11. 在遵守個人資料(私隱)條例(及其他適用的資料保護法律、法規和規章)的範圍內，閣下明確同意樂天證券香港在推薦期內及之後可與其代理人、業務夥伴及繼任人共享閣下的個人資料，包括(但不限於)由樂天證券香港全權絕對酌情選擇的閣下的姓名、地址、電郵地址及開戶資料(「個人資料」)，而不會給予閣下進一步的追索權。任何個人資料應僅根據相關資料保障法例及最佳作業手法使用。

點擊

<http://www.sec.rakuten.com.hk/tc/legal/privacy-policy> /查看樂天證券香港隱私保障政策。

9.12. 樂天證券香港及其各自的聯屬公司及附屬公司的所有現有僱員、實習生及承包商(「職員」)、職員的直系親屬及與樂天證券香港職員共同居住的人士均不得參加本推薦計劃。

9.13. 若本推薦條款的任何條文被視為無效或無法強制執行，則本文的所有餘下條文仍將具備十足效力及作用。

9.14. 除文義另有所指外，任何性別的提述包括所有性別，而單數的使用包括複數，反之亦然。

9.15. 合資格參與者及合資格被推薦人須唯一負責支付任何及全部稅項，包括(但不限於)可能會適用於其獎賞的聯邦、州及地方稅項。樂天證券香港有權利但沒有義務根據適用聯邦及地方課稅法律、規則、法例、守則或條例作出任何樂天證券香港認為需要或適宜的扣減或扣繳。

9.16. 樂天證券香港可全權酌情為您提供推薦條款的譯本。英文原文應為樂天證券香港與閣下之間的唯一合法具有約束力的版本。如英文原文與閣下擁有的其他譯文有任何歧義，概以英文原文為準。

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. 監管法律及地點：

本推薦條款將受香港法例監管及據此詮釋。各方不可撤回地同意，香港的法院擁有獨有管轄權以解決因為或基於本推薦條款而產生的糾紛。