

## **OTC / EXCHANGE TRADED LEVERAGED INSTRUMENTS\*\***

场外交易 / 交易所杠杆产品

### **PLEASE BE REMINDED OF OUR SERVICES:**

**1. Own judgement and suitability:** In asking us to enter into any transaction or execute any order with respect to Leveraged Instruments, you represent that you have been solely responsible for making your own independent appraisal and investigations into the risks of the transaction. You represent that you have sufficient knowledge and experience to make your own evaluation of the merits and risks of any transaction you may choose to effect with or through us with respect to Leveraged Instruments. Please therefore do not ask us to enter into any such transaction unless you are willing and able to give such representation.

We give you no warranty as to the merits or suitability of any Leveraged Instrument you may trade or transact in and assume no fiduciary duty in our relations with you. For avoidance of doubt no advice is given as to the suitability of any product or services for your particular circumstances and you cannot and should not rely on any statement or information we may provide you as advice or recommendation unless we expressly agree that you can do so.

**2. Incidental information:** Where we do provide such perceived advice, trading recommendations, market commentary or other information:

- (a) this is incidental to your dealing relationship with us. It is provided solely as general information to enable you to make your own investment decisions and does not amount to advice or recommendation and are not intended to and shall not be taken by you as advice or recommendation within the meaning of the Financial Advisers Act;
- (b) we give no representation, warranty or guarantee as to the accuracy or completeness of such information or as to the tax consequences of any transaction;
- (c) where information is in the form of a document containing a restriction on the person or category of persons for whom that document is intended or to whom it is distributed, you agree that you will not pass it on contrary to that restriction or act on such information unless you are such a member of such restricted category of persons and subject to any disclaimers or restrictions stated in such document or in any related document cross referenced in such document;
- (d) you accept that prior to despatch, we may have acted upon it ourselves or made use of the information on which it is based;
- (e) we do not make representations as to the time of receipt by you and cannot guarantee that you will receive such information at the same time as other customers;
- (f) any published research reports or recommendations may appear in one or more screen information service;
- (g) it may not have been the subject of detailed due diligence or research.

**3. Provided information:** We shall assume that information about your personal and financial circumstances, as set out below and in any other document(s) available to us, are accurate and we will have no responsibility to you if such information changes or becomes inaccurate unless you have informed us of such changes. Subject to any other terms governing your account with us and our services to you, you do not have to provide any such information but if you do not provide such information, it may have an adverse effect on the quality of the service that we provide