



## Foreign Futures Market Data Subscription and Trading Platform Application Form (Non-Professional Subscribers)

Please read the provisions of the On-line Trading Agreement as set out in Schedule 1 before applying the Foreign Futures Market Data Subscription and Trading Platform. Please send to us if the form is completed. For enquiry, please contact our hotline at (852) 2277 6677 or email to [futures@phillip.com.hk](mailto:futures@phillip.com.hk).

**Trading Platform Service Fee\*:** Please put "✓" for the selected service

Platform	Service Fee	
POEMS	Fees waived until further notice	<input type="checkbox"/>
FATS	Fees waived until further notice	<input type="checkbox"/>
PATS	Fees waived until further notice (Officially terminated on November 1st, 2023)	<input type="checkbox"/>
SP Trader	Platform Fee (charged by SPTrader): LocalFutures: HKD1.5 per lot Foreign Futures: USD0.2 per lot	<input type="checkbox"/>
E-Sunny	Platform Fee (charged by E-Sunny): LocalFutures: HKD1.5 per lot Foreign Futures: USD0.2 per lot	<input type="checkbox"/>

**Foreign Futures Market Data Subscription Service Fee\*:** Please put "✓" for the selected service

Exchange(s)	Type	Service Fee	
CME Group	China, Hong Kong, Taiwan Clients	Fees waived until further notice	<input type="checkbox"/>
	Oversea Clients	USD 15 per month (The cut-off day is the first trade day of each calendar month)	<input type="checkbox"/>
ICE	ICE – US	USD 110 per month (The cut-off day is the first trade day of each calendar month)	<input type="checkbox"/>
	ICE – Commodities	USD 125 per month (The cut-off day is the first trade day of each calendar month)	<input type="checkbox"/>
	ICE – Financials	USD 110 per month (The cut-off day is the first trade day of each calendar month)	<input type="checkbox"/>
	ICE – SG	Free of charge	<input type="checkbox"/>
SGX	SIMEX-Singapore	Fees waived until further notice	<input type="checkbox"/>

### Payment Method

I authorize the payment to Phillip Commodities (H.K.) Ltd for the service of CME Group/ ICE/ SGX Market Data Subscription from my Foreign Futures account.

I understand the CME Group/ ICE/ SGX Market Data Subscription terms and conditions and provisions of On-line Trading Agreement as set out in Schedule 1 and accept to be bound by them.

Account Name:		Account No:	
Individual/Primary Joint Holder's Name:		Secondary Joint Account Holder's Name:	
Individual/Primary Joint Holder's Signature:		Secondary Joint Account Holder's Signature:	
<b>For Official Use Only</b>			
Client info. Verified by:		Signature:	
Effective Date:		Date:	

Phillip Commodities (HK) Limited and/or any of its Associates will use the personal data collected herein for processing your application and for administration of your account. For details, please refer to Schedule 2 of the Future Client Agreement.



## General Terms and Conditions (Applicable to All Platforms)

1. These terms and conditions do not supersede any previous conditions, understandings, commitments or obligations, as stated in the Customer Trading Agreement. If any part of these terms and conditions become invalid, illegal or unenforceable in any respect under any law the legality, validity and enforceability of the remaining provisions shall not in any way be affected or impaired.
2. Except to the extent required by law, Phillip Commodities (HK) Ltd ("Phillip Commodities") and its affiliates does not make any representation or warranty, expressed or implied, regarding the fitness of the Electronic Broking Facilities or their content for any particular purpose, or that will be compatible with the files on the Customer's browser and/or operating system, or that is free of viruses, errors or other harmful components or that defects in them will be corrected.
3. Without prejudice to any rights you may have at law which cannot legally be excluded or restricted, in no event will Phillip Commodities or any affiliated company be liable for any damages which arise out of the use or inability to use the Electronic Broking Facilities in contract, in tort (including negligence) or otherwise (including, without limitation, damages for loss of business profits, business interruptions, loss of business information or data, loss of goodwill, special, indirect or consequential or other pecuniary loss or a third part claim), even if Phillip Commodities or any affiliated company has been advised of the possibility of such damages.
4. Phillip Commodities will not be liable for claims arising from the use of all orders types and/or any loss occurred from system outages. You are reminded that if you undertake transactions on an electronic trading system, you will be exposed to risks associated with the system including the failure of hardware and software. The result of any system failure may be that your order is either not executed according to your instructions or is not executed at all. Phillip Commodities shall not be liable for any losses arising out of any form of system failure or other unforeseen circumstances (e.g. power failure, terrorist acts, bombs, virus attacks, system bugs, etc.) that will cause our server to malfunction.
5. In the event that you call in to cancel, amend or check your order, no warranties or claims arising from the cancellation / amendment of orders via call-in shall be entertained.
6. You acknowledge that you understand the risk associated with using the server based price triggered STOP orders. You are strongly advised to check the status of such orders after the close of the respective market(s), and you assume the responsibility of checking that the order is properly triggered.
7. You may not alter, modify or support, copy or otherwise reproduce, reverse engineer, decompile or disassemble the Electronic Broking Facilities or any related documentation issued by Phillip Commodities.
8. Market conditions or operations of the rules of certain markets may increase risk of loss by market conditions making it difficult or impossible to effect transactions or liquidate or offset positions. If you have positions, this may increase the risk of loss.
9. Phillip Commodities reserves the rights to terminate trading system access or disable exchange access if there is no trading activity or abuse of such system as determined solely by Phillip Commodities.
10. Phillip Commodities reserves the rights to impose charges from time-to-time for the access to any exchanges.
11. You acknowledge that executed price from "Market Order" function may differ from your point of entry price due to liquidity depth and volatility of market at the instance of execution.
12. You acknowledge that the status for all working orders could be unknown when the trading platform experiences major outage and that you should contact the Dealing Desk for confirmation regarding the status of your working orders.
13. Using of Mobile trading app may incur data download cost from your mobile service provider. A suitable mobile data package plan is strongly recommended to minimise unnecessary cost from your service provider. You may experience price latencies due to the mobile 3G/4G network and shall not held Phillip Commodities liable for any delay or price errors caused to your trade execution. Trading in mobile devices subject to network connectivity in the vicinity. You are advised to check with the helpdesk/dealing desk for the status of order should there be uncertainties.
14. All trading platforms are supplied "as is". Neither Phillip Commodities nor any affiliated company gives any warranties in relation to the trading platforms and all conditions and warranties, expressed or implied, statutory or otherwise, including but not limited to any implied warranties of merchantability and fitness for a particular purpose, are explicitly excluded. Phillip Commodities and its affiliates expressly **do not warrant** that the trading platforms, in whole or in part, will be error free or will operate without interruption. No warranty is given that the trading platform will be compatible with any hardware or software.
15. For the security reasons, all new clients are recommended to change your password during the first-time login.
16. Should you wish to terminate the service, please send an email to [futures@phillip.com.hk](mailto:futures@phillip.com.hk) on or before next month start (the first day of each month). Otherwise, data subscription will be automatic renewed.
17. All Service Fees are non-refundable.
18. Client is required to pay service fee in case that the commission does not meet the above requirement. (Monthly fee waiver applies only to "CME Group - China, Hong Kong, Taiwan Clients")
19. The Service Fee will be charged in HKD or USD, client must ensure that the account has enough money for the settlement to avoid interest.
20. Phillip Commodities may at any time revise any Terms and Conditions ("T&C") related to trading platform and/or trading access. Please always refer to [www.poems.com.hk](http://www.poems.com.hk) for the latest T&C or you may contact us at (852) 2277 6677 to enquire.
21. In the event of any difference in the interpretation or meaning between the Chinese and English version of this Form, the Customer and the Company agree that the English version shall prevail.

## PATS:

1. For the PATS service termination, client would give 7 business days prior notice by faxing or emailing the "PATS Termination Form"
2. For stability reason, Phillip Commodities recommend clients to only place the following type of orders through the trading platform: "Market Order", "Limit Order", "Stop Order" and "Stop Limit Order".
3. System Maintenance Period will be implement everyday at around Summer Time: 5:30a.m. - 6:00a.m. / Winter Time: 6:30a.m. - 7:00a.m. Clients will not be able to place any order during these periods.
4. During the System Maintenance Period, Client's position and equity may not be correct.
5. Clients are required to logout and login again after Summer Time: 5:30a.m./ Winter Time: 6:30a.m. for the right position and equity to appear.
6. If orders are placed through the dealing desk, the Outstanding Order and/or Done order may not be displayed or calculated accurately on that date. This may lead to the rejection of new order or over trade. For any enquiry relating to the trading platform, please call Foreign Futures Department at 2277 6677.
7. If submit the HKEX contract through PATS, the order will be extended to T + 1 section