

# COMMISSION POINTS CLAUSE



# Commission points clause

#### 1. Introduction to Commission Credits

- 1.1 These Commission Credit Terms apply to all commission credits granted by Asia Future Trading (hereinafter referred to as "Asia Future Trading"). All commission credits earned by clients (hereinafter referred to as "Commission Credits") may only be used to offset commission charges and may not be used to pay for any other fees or charges, including but not limited to stamp duties, transaction levies, currency conversion fees, custodial fees, and interest.
- 1.2 Please read these Commission Credit Terms (hereinafter referred to as the "Terms") carefully to understand the rules governing the use of Commission Credits.
- 1.3 By applying for or using Commission Credits, you acknowledge and agree to be bound by these Terms.

## 2. Use of Commission Credits

- 2.1 Commission Credits may only be used for purposes designated by Asia Future Trading. For the avoidance of doubt, Commission Credits may not be used to pay for spreads.
- 2.2 Special promotional programs may be offered from time to time, in which case the use of Commission Credits will be subject to different eligibility requirements and additional terms and conditions.
- 2.3 The balance and validity period of all Commission Credits are displayed under the "Balance Information" section of each client's account.
- 2.4 Once granted, Commission Credits are non-transferable and may only be used within the client's own account.

## 3. Eligibility Requirements and Code of Conduct

- 3.1 Asia Future Trading reserves the relevant rights and shall have sole and absolute discretion in determining all matters relating to or arising from Commission Credits, including eligibility requirements and applicable conditions. All decisions made by Asia Future Trading in relation to Commission Credits shall be final and binding.
- 3.1 In certain circumstances, if Asia Future Trading, in its sole and absolute discretion, considers that a Client has failed to comply with any of these Terms, Asia Future Trading reserves the right and has sole and absolute discretion to prohibit any Client from being eligible for, or from using, Commission Credits and to revoke any Commission Credits. Such circumstances include, but are not limited to:
  - a. The Client engages in fraudulent or dishonest conduct;
  - The Client acts maliciously or otherwise improperly to gain an unfair advantage over Asia Future Trading;
  - c. The Client's conduct is generally inconsistent with the intended operation of the Commission Credit program.



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#### 4. Amendments

- 4.1 Asia Future Trading may from time to time make changes to the Commission Credits, including but not limited to changes to their purposes and uses. Asia Future Trading will provide prior notice of any such changes.
- 4.2 We may also from time to time amend these Terms (including any other terms and conditions incorporated herein by reference), and will provide you with notice of such amendments in a reasonable manner.
- 4.3 Any such amendments shall not apply to any disputes between you and us that arose prior to the effective date of the amended Terms. Your continued use of Commission Credits after such amendments shall be deemed as your acceptance of the amended Terms.

#### 5. About These Terms

### **Entire Agreement**

- 5.1 These Terms should be read in conjunction with the "General Terms of Business," "Product Disclosure," "Information Access and Handling Restrictions ETFs and Bonds," "Risk Warnings," and all other general trading terms (collectively, the "Trading Terms") that you acknowledged and accepted upon becoming a client of Asia Future Trading. These Trading Terms (as amended from time to time) are available on the Asia Future Trading website.
- 5.2 In the event of any inconsistency between these Terms and any relevant brochures, marketing, or promotional materials, these Terms shall prevail.

#### **Third Party Rights**

5.3 No person other than a party to these Terms shall have any right to enforce any provision of these Terms under the Contracts (Rights of Third Parties) Ordinance (Cap. 623).

# **Governing Law**

5.4 These Terms shall be governed by the laws of Hong Kong, and any disputes arising in connection with these Terms shall be subject to the exclusive jurisdiction of the courts of Hong Kong.