

根據《證券及期貨條例》下的持牌法團(CE 編號 API164)及香港聯合交易所有限公司參與者
Licensed Corporation under the Securities & Futures Ordinance (CE No. API164) and Exchange
Participant of the Stock Exchange of Hong Kong Limited

MARGIN CLIENT AGREEMENT (INDIVIDUAL AND CORPORATE CLIENTS)

保證金客戶協議書(個人及法團客戶)

TERMS AND CONDITIONS FOR MARGIN TRADING

保證金交易條款及條件

This Margin Client Agreement (including the Appendix) is supplemental to the Cash Account Agreement entered into by CIS Securities Asset Management Limited (“the Company”) and _____ (“the customer”) whereby the customer’s Account is allowed to conduct margin trading (“Margin account”) and the Company agrees to grant credit facilities (“Facility”) to the customer at the customer’s request for the customer’s transactions where any conflict arises between the Cash Agreement and the provisions of this Margin Client Agreement, the provisions of the latter shall prevail.

本保證金客戶協議書(包括附件) 是順安證券資產管理有限公司(以下稱[公司]) 與 _____ (以下稱[客戶])簽定的現金帳戶協議書的補充文件，據此客戶的帳戶獲准進行保證金交易(以下稱[保證金帳戶])，而公司同意按客戶的要求客戶的交易向客戶提供信貸融通(以下稱[信貸融通])。若該現金帳戶協議書與本保證金客戶協議書的條文有任何衝突，概以後者的條文為準。

1. Definitions 釋義

1.1 Terms defined in this Margin Client Agreement have the same meanings as in the Cash Account Agreement unless stated otherwise.

除非另有說明，本保證金客戶協議書所界定的詞語，其含意與該現金帳戶協議書所使用的相同。

1.2 References to “Account” in the Cash Account Agreement is deemed to include the Margin Account as established pursuant to this Margin Client Agreement.

凡在該現金帳戶協議書內所指[帳戶] 一詞視作包括根據本保證金客戶協議書開設的保證金帳戶。

1.3 “Collateral” means all monies and securities of the Customer which are now or which shall at any time hereafter be deposited with, transferred or caused to be transferred to or held by the Company or any Associate or nominees, or transferred to or held by any other person in circumstances where the Company accepts the same as security for the Customer’s obligations under the Cash Account Agreement. The Collateral shall include those monies and securities that shall come into the possession, custody or control of the Company or any Associate from time to time for any purpose whatsoever (which shall include any additional or substituted securities and all dividends or interest paid or payable, rights, interest, monies or property accruing at any time by way of redemption bonus, preference, options or otherwise on or in respect of any such securities or additional or substituted securities)

[抵押品] 是指客戶為保證履行其在該現金帳戶協議書項下義務現時或此後任何時間存放於，轉調給或促成轉調給公司或任何聯屬公司或代名人作為抵押品的所有金錢及證券，或由公司或任何聯屬公司或代名人持有的客戶的所有金錢及證券或轉調給任何其他人仕或由任何其他人仕持有的客戶的所有金錢及證券而公司接納以此作為抵押品的。抵押品包括不時為任何目的由公司或任何聯屬公司管有、保管或控制的金錢及證券(並包括任何額外證券或代替證券及任何時候就任何此等證券或額外證券或代替證券通過贖回、分紅、優先權、選擇權或其他方式累計的所有已支付或應支付的股息或利息、權利、權益、金錢或財產。

1.4 “Credit Limit” is the maximum amount of Facility that the Company will grant The Customer irrespective of the amount of the Customer’s collateral and Margin Ratio.

[信貸限額] 是指公司不論客戶的抵押品和保證金比率的數額而將提供予客戶的信貸融通的最高限額。

1.5 “Margin Ratio” is the percentage of the value of the Collateral up to which the Customer is permitted to borrow (or otherwise to secure other forms of financial accommodation) from the Company against the Collateral.

[保證金比率] 是指抵押品價值的某個百分率，客戶於交出抵押品後最高可按此百分率借入款項(或以其他方式取得其他形式的財務融通)。

2. Margin Facility 保證金的信貸融通

2.1 The Facility is extended to the Customer in accordance with the provisions set out in this Margin Client Agreement , any fees and charges sheet from the Company to the Customer and in the Cash Account Agreement (collectively called “Margin Facility Terms”). The Customer agrees to use the Facility only in connection with the acquisition or holding of securities by the Company for the Customer.

信貸融通是根據本保證金客戶協議書列明的條款、公司發給客戶的收費表以及該現金帳戶協議書的條款【以下統稱「保證金的信貸融通條款」】而提供給客戶的。客戶同意祇在公司為客戶購取或持有證券時才會使用信貸融通。

2.2 Subject to Clause 2.4 below , the Company may grant the customer a Facility of such amount up to the Credit limit as may be notified to the Customer from time to time. The Credit Limit available to the Customer and the Margin Ratio may be varied by notice by the Company from time to time. Notwithstanding the Credit Limit as notified to the Client , the Company may at its discretion extend the Facility to the Customer in excess of the Credit Limit and the Customer agrees that the Customer shall be liable to repay the full amount of any Facility given by the Company in accordance with clause 6.1.

在下文第 2.4 條的規限下，公司可批給客戶的信貸融通，最多可相當於公司不時通知客戶的信貸限額。公司可能不時發出通知，隨時更改向客戶提供的信貸限額和保證金比率。儘管已通知客戶有關信貸限額，公司可酌情決定向客戶提供超出信貸限額的信貸融通，而客戶同意客戶須負責悉數償還公司根據第 6.1 條發放給客戶的任何信貸融通的款額。

2.3 The Company is instructed and authorised by the Customer to draw on the facility to settle any amounts due to the Company or any Associate in respect of the Customer’s purchase of securities, margin maintenance obligations for any positions required by the Company or any Associate , or payment of any commission or other costs and expenses owing to the Company or any Associate , including costs any expenses that may be incurred in connection with the realisation of any Collateral.

公司獲得客戶指示並授權從信貸融通中提取款項向公司或任何聯屬公司償付應客戶的要求而購入證券或為任何持倉而遵守維持保證金的規定所欠負公司或任何聯屬公司的任何款額或償付欠負公司或任何聯屬公司的任何佣金或其他費用和開支，包括為變現任何抵押品引致的費用和開支。

2.4 The Company will not at any time be obliged to provide any Facility to the Customer. In particular, the Customer understands that the Company may not provide any Facility to the Customer if any of the following circumstances should arise:-

公司在任何時候均沒有義務向客戶提供任何信貸融通。特別是客戶明白在下述任何情況發生時公司可能不會為客戶提供任何信貸融通：-

(i) the Customer is in default of any provisions of the Margin Facility Terms ; or

客戶違反保證金的信貸融通條款的任何規定；或

(ii) in the opinion of the Company there is or has been a material adverse change in the Customer’s financial condition or in the financial condition of any person which might adversely affect the Customer’s ability to discharge the Customer’s liabilities or perform the customer’s obligations under the Margin Facility Terms ; or

以公司的意見認為客戶的財務狀況或任何人士的財務狀況存在了或已發生了重大不利變化，而此等變化或許會對客戶按保證金的信貸融通條款償付客戶的債務或履行客戶的義務的能力造成不利影響的；或

(ii) making an advance would cause the applicable Credit Limit to be exceeded; or

發放貸款會導致超出適用的信貸限額；或

(iv) the Company in its absolute discretion considers it prudent or desirable for its protection not to do so.

公司以其絕對酌情權認為不提供有關信貸融通是為保障其本身利益，並且是審慎或適宜的。

2.5 For so long as there exists any indebtedness to the Company on the Customer’s part, the Company shall be entitled at any time and from time to time to refuse any withdrawal of any or all of the Collateral and the Customer shall not without the prior written consent of the Company be entitled to withdraw any Collateral in part or in whole from the Customer’s Account.

在客戶仍欠負公司任何債務的期間，公司有權在任何時候及不時拒絕任何有關提取任何或所有抵押品的要求；事先未經公司書面同意，客戶無權從客戶的賬戶中提取任何部份或全部抵押品。

2.6 The Customer shall on demand from the Company make payments or deposits of margin in monies, securities and/or other assets in such amount and in such from into a designated account and within such time as specified by the Company (referred to as a "Margin Call"), as the Company in its absolute discretion determines necessary to provide adequate security in respect of the Facility. For the purpose of a Margin Call, the Company shall use its best endeavours to contact the Customer promptly by phone on the telephone numbers notified by the Customer to the Company and/or by sending to the Customer a Margin Call notice by post, fax or otherwise. The Customer agrees that it shall be deemed properly notified of the Margin Call even if the Company fails to contact it by phone or the Customer fails to receive the written notice.

客戶須應公司的要求，在公司具體列明的時限內以金錢、證券及/或其他資產按公司指定數額和形式繳付或存放於一個由公司指定的賬戶內(以下稱「補倉通知」)，作為公司以其絕對酌情權確定就信貸融通而必須提供的足夠抵押品。就補倉通知而言，公司須盡其最大努力盡速按客戶通知公司的電話號碼致電聯絡客戶及/或以郵遞、圖文傳真或其他方式向客戶發出補倉通知書。客戶同意，即使公司未能致電聯絡客戶或客戶未能收到有關書面通知，客戶亦會被視為已就補倉要求獲得適當的補倉通知。

2.7 Any failure by the Customer to comply with Clause 2.6 of this Margin Client Agreement will constitute an Event of Default under Clause 59 of the Cash Account Agreement, and will entitle the Company to close out or liquidate in any manner any of all securities of in Customer's Account without notice to the Customer.

若客戶未能遵照本保證金客戶協議書第 2.6 條的規定行事，將構成該現金帳戶協議書第 59 條項下的失責之事件，而公司即有權以任何方法並無須通知客戶就任何或所有客戶之戶口內之任何證券進行交易平倉或斬倉。

2.8 The Customer agrees to pay interest on a daily basis on the amount of the Facility extended to the Customer. The interest rate shall be at a percentage above the Company's cost of funds which will vary according to the prevailing money market situation and as notified to the Customer by the Company from time to time. Such interest charges may be deducted by the Company from the Margin Account or any other account of the Customer with the Company or any Associate.

客戶同意就公司提供給客戶的信貸融通款額支付按日計算的利息，息率按公司取得資金的成本另加某個百分率確定，並將根據當時的金融市場情況予以更改，有關更改將不時由公司通知客戶。此等利息收費可由公司從保證金賬戶或客戶在公司或任何聯屬公司開設的任何其他賬戶中扣除。

2.9 The Customer shall, upon the Company's demand at any time, repay to the Company all principal and interest accrued thereon outstanding under the Facility, but nothing in this Clause shall prejudice the Company's rights, powers and remedies under any security document executed in the Company's favour in respect of the Facility.

客戶須就公司隨時作出之要求清償所有信貸融資的本金及利息，但此條件不會妨礙客戶就信貸融資向公司提供的任何抵押文件賦予公司的權利，權力及補償。

2.10 A certificate of balance signed by any of authorized officers of the Company shall be conclusive evidence against the Customer of the outstanding amount under the Facility at any time unless and until the contrary has been established.

除非及直至被推翻，在任何時候由公司任何獲授權之人員簽署的欠款證明書將構成欠款數額的最終證據。

2.11 Any money paid to the Company in respect of secured indebtedness may be applied in or towards satisfaction of the same or placed to the credit of such account as the Company may determine with a view to preserving the Company's rights or prove of the whole secured indebtedness.

就抵押款項向公司支付的任何款項可以運用以清償抵押款項，或存放在任何公司決定的戶口以求保護公司的權利或就全部抵押款項提出債權證明。

3. Charge 押記

3.1 The Customer, as beneficial owner, charges in favour of the Company by way of first fixed charge all the Customer's respective rights, title, benefits and interests in and to all Collateral as a continuing security ("Charge") for the payment and satisfaction on demand of all monies and liabilities absolute or contingent and performance of all obligations under the Margin Facility Terms which are now or at any time hereafter may be due, owing or incurred from or by the customer to the Company or any Associate, or for which the Customer may be or become liable to the Company or any Associate on any account or in any manner whatsoever (whether alone or jointly with any other person and in whatever name style or firm) together with interest from the date of demand to the date of repayment, and any commission, legal and other costs, charges and expenses as they appear in the records of the Company or any Associate.

為保證按**要求根據保證金的信貸融通條款**支付，清償及履行現時或此後任何時間客戶到期應償還予，或欠負公司或任何聯屬公司或使公司或任何聯屬公司招致的或客戶基於任何原因或以任何方式(不論是單獨或聯同任何其他人仕及不論以任何名義、形式或商號)

可能須或可能變成須對公司或任何聯屬公司承擔責任的所有金錢及所有絕對或者有的負債和義務，連同催繳要求通知當日至還款當日的利息以及公司或任何聯屬公司檔案中顯示的任何佣金、法律費用或其他費用、收費和開支，客戶作為實益擁有人茲以公司為受益人透過第一固定押記的方式將客戶對抵押品中的所有有關權利、所有權、利益和權益進行押記(以下稱[押記])，作為支付、清償及履行上述所有款項、負債及義務的持續抵押。

3.2 The Charge shall be a continuing security notwithstanding any intermediate payment or settlement of account or satisfaction of the whole or any part of any sum owing by the Customer to the Company and/or any Associate and notwithstanding the closing of any the Customer's accounts with the Company and which are subsequently reopened or the subsequent opening of any account by the Customer either alone or jointly with others and shall extend to cover all or any sum of monies which shall for the time being constitute the balance due from the Customer to the Company or any Associate on any account or otherwise.

押記為持續抵押，不論客戶欠負公司及/或任何聯屬公司的賬目已獲中期支付或結算或客戶欠負公司及/或聯屬公司的全部款項或任何部份款項已獲清償，亦不論客戶在公司開立的任何賬戶被結束及其後重新開設或客戶其後單獨或聯同其他人仕開設任何賬戶；此押記須延伸適用於涵蓋當時基於任何原因或以其他方式由客戶欠負公司或任何聯屬公司的結欠的所有或任何到期應支付的款項。

3.3 The Customer represents and warrants that the Collateral is legally and beneficially owned by the Customer, that the Customer is entitled to deposit the Collateral with the Company or any Associate, that the same is and will remain free from any lien, charge or encumbrance of any kind, and any stocks, shares and other securities comprised in the Collateral are and will be fully paid up.

客戶茲聲明及保證，客戶是抵押品的合法及實益擁有人，客戶有權將抵押品存放於公司或任何聯屬公司，而且抵押品現時及此後均不會帶有任何類別的任何留置權、押記或產權負擔，而抵押品中的任何股額、股票及其他證券已經及將會繳足。

3.4 Upon irrevocable payment in full of all sums which may be or become payable under the Cash Account Agreement and the full performance of the Customer's obligations under the Margin Facility Terms, the Company will at the Customer's request and expense release to the Customer all the rights, title and interests of the Company in the Collateral and will give such instructions and directions as the Customer may require in order to perfect such release.

根據該現金帳戶協議書可能支付或可能成為應支付的款額已不可撤銷地全數支付時以及客戶在保證金的信貸融通條款項下的義務全部履行時，公司將按客戶的要求及由客戶付出開支將公司在抵押品中的所有權利、所有權及權益解除歸還客戶，以及將會應客戶的要求發出指示和指令以完成上述權利、所有權及權益的解除。

3.5 Until the Charge becomes enforceable, (i) the Company will have the right, subject only to giving the Customer notice, to exercise rights relating to the Collateral to protect the value of the Collateral; and(ii) except as otherwise provided in this Margin Client Agreement, the Customer may direct the exercise of other rights attaching to, or connected with, the Collateral, but not in any manner which is inconsistent with the Customer's obligations under the Margin Facility Terms, or which in any way may prejudice the company's rights in relation to the Collateral.

押記成為可強制執行之前，(i) 公司將有權(但祇能在向客戶發出通知後)行使有關抵押品的權利，以保障抵押品的價值；及(ii) 除本保證金客戶協議書另有規定外，客戶可發出指示行使附連於或有關於抵押品的其他權利，但行使的方式不得與客戶在保證金的信貸

融通條款項下的義務相抵觸，也不得在任何方面損害公司對抵押品所享有的權利。

3.6 If any moneys paid to the Company are required to be repaid by virtue of any law relating to insolvency, bankruptcy or dissolution or for any other reason, the Company shall be entitled to enforce this Agreement as if such moneys had not been paid.

如公司因任何與無償能力、破產或清盤有關的法律或任何其他的原因須要歸還客戶已向公司支付的任何款項，公司有權執行本協議，如該等款項從未支付一樣。

3.7 If the Customer creates or purports to create any security (whether fixed or floating) over any of the Account or any part of it or if any person levies or attempts to levy any form of process against any Account or any part of it, the security created by this Agreement, to the extent that it may be a floating charge, shall automatically and without notice operate as fixed charge instantly as such event occurs.

如果客戶針對任何戶口或對其任何部份製造或意圖製造任何抵押（不論固定或浮動），或如果任何人士針對任何戶口或對其任何部份實施或意圖實施任何形式的法律程序，本協議所訂之抵押，如在任何程度上戶口可能成為一種浮動抵押，公司即無須通知客戶並自動及即時在有關情況出現時作為一項固定抵押般運作。

4. power of Attorney 授權書

The Customer by way of security irrevocably appoints the Company to be the Customer's attorney on the Customer's behalf and in the Customer's name to do all acts and things and to sign, seal, execute, deliver, perfect and do all deeds, instruments, documents, acts and things which may be required for carrying out any obligation imposed on the Customer by or pursuant to the Margin Facility Terms and generally for enabling the Company to exercise the respective rights and powers conferred on it by or pursuant to the Margin Facility Terms or by law including (but without limitation);

客戶茲以抵押方式不可撤銷地委任公司為客戶的代理人，代表客戶並以客戶的名義，為履行按保證金的信貸融通條款對客戶設定的任何義務以及概括地為促使公司能夠行使按保證金的信貸融通條款或根據法例賦予公司的有關權利和權力，而作出因此可能需要的所有行為及事情，以及為此而簽署、蓋印於、簽訂、交付及完成所有契據、文據和文件，包括(但不限於)：

(i) to execute any transfer or assurance in respect of any of the Collateral 簽署任何有關抵押品的任何轉讓書或保證書；

(ii) to perfect its title to any of the collateral 完成任何抵押品的所有權；

(iii) to ask, require, demand, receive, compound and give a good discharge for any all monies and claims for monies due or to become due under or arising out of any of the Collateral；

就任何抵押品項下或所產生的到期或將成為到期的任何及所有款項及款項申索而請求、需要、催促、取得、進行和解以及作出有效的解除；

(iv) To give valid receipts and discharges and to endorse any cheques or other instruments or orders in connection with any of the Collateral; and

就任何抵押品發出有效的收據及作出有效的解除文據，以及背書任何支票或其他票據或匯票；及

(v) Generally to file any claims or take any lawful action or institute any proceedings which it considers to be necessary or advisable to protect the security created under the Margin Facility Terms

概括地提出或提起或採取任何其認為必要或適宜的任何申索或法律行動或法律程序，以保障根據保證金的信貸融通條款所設定的抵押。

5. Disposal of Collateral 處置抵押品

5.1 The Customer agrees that the Company may dispose of any Collateral without notice to the Customer by the Company to settle (in part or in full);

客戶同意公司可在沒有通知的下列情況下而處置客戶任何的抵押品用以(全部或部份)：

5.1.1 the Customer's obligation to maintain the Margin Ratio, or 履行客戶維持保證金比率，或

5.1.2 any liability of the Customer to repay or discharge the Facility, or 履行客戶付還或解除信貸融通，或

5.1.3 any liability of the Customer to settle a transaction in securities against which liability Collateral has been provided, or

履行客戶就某證券交易進行交收的法律責任而客戶已就該法律責任提供抵押品，或

5.1.4 any liability owed by the Customer to the Company for dealing in securities which remains after the Company has disposed of all other assets designated as Collateral for securing the settlement of that liability.

履行客戶就證券交易而對公司負有的法律責任，而該法律責任是指在公司已將指定為保證履行該法律責任的抵押品的所有其他資產處置後仍履行的法律責任。

5.2 The Customer agrees that in the event of any sale pursuant to the Cash Account Agreement or the Margin Facility Terms, any Collateral will be sold or disposed of in the absolute discretion of the Company any upon any sale by the Company, a declaration made by an officer of the Company that the power of sale has become exercisable shall be conclusive evidence of the fact in favour of any purchaser or other person deriving title to any of the Collateral under the sale any no person dealing with the Company or its nominees shall be concerned to inquire into the circumstances of the sale.

客戶同意，若根據該現金帳戶協議書或保證金的信貸融通條款作出任何出售，公司將以其絕對的情權出售或處置任何抵押品，而且在公司作出任何出售後，由公司一名高級人員作出聲明表示出售權已成為可行使時，對所出售的任何抵押品的任何買方或承受其所有權的其他人仕而言，該聲明屬有關事實的終局證據；任何與公司或代名人其進行交易的人仕均毋須對出售的情況作出查詢。

5.3 In the event the net proceeds of sale shall be insufficient to cover the whole of the customer's liabilities under the Margin Facility Terms, the Customer undertakes to pay to the company on demand any balance that may then be due.

若出售所得淨收益不足以償付客戶在保證金的信貸融通條款項下全部負債，客戶 諾按要求的向公司支付當時仍欠付的任何差額。

6. Termination of Facility 終止信貸融通

6.1 The Facility is repayable on demand any may be varied or terminated in the absolute discretion of the Company In particular the Facility will be terminated upon the occurrence of any one or more of the following events:-

信貸融通款額應按要求的予以償還，公司可絕對的情決定更改或終止信貸融通，特別是在發生下述任何一項或以上事件時信貸融通將予以終止:-

(i) the withdrawal or non-renewal of the Customer's authorization to the Company as required by Section 7(2) of Securities & Futures (Client Cash) Rules; or

按證券及期貨(客戶證券)規則第 7(2)條客戶給予公司的授權被撤銷或不再延續；或

(ii) any termination in accordance with Clause 62 of the Cash Account Agreement, and any notice of termination for that purpose shall be deemed to be a notice of termination of the Facility.

發生該現金帳戶協議書第 62 條所列明的終止情況，而因此而發出的任何終止通知將視為信貸融通的終止通知。

6.2 Upon termination of the Facility, any outstanding indebtedness by the Customer shall forthwith be repaid to the Company.

信貸融通終止時，客戶仍未清償的任何債務須立即向公司償還。

6.3 Repayment of all or any of the loan amounts owed to the Company will not of itself constitute cancellation or Termination of the Margin Facility Terms.

償還欠負公司的所有或任何貸款額，本身並不構成對保證金的信貸融通條款的撤銷或終止。

7. Security Unaffected 抵押不受影響

Without Prejudice to the generality of the foregoing, neither the Charge nor the amounts thereby secured will be affected in any way by:-

在不損害前述條文的普遍適用性的前提下，押記及因此而抵押的數額在任何方面均不受下列事項影響:-

(i) any other security guarantee or indemnity now or hereafter held by the Company or any Associate under or in respect of the Margin Facility Terms or any other liabilities, .

公司或任何聯屬公司現時或此後根據或基於保證金的信貸融通條款或任何其他負債而持有任何其他抵押、擔保或彌償保證；

(ii) any other variation or amendment to or waiver or release of any security, guarantee or indemnity or other document (including, except to the extent of the relevant variation, amendment, waiver or release, the Charge) ;

對任何抵押、擔保或彌償保證或其他文件進行任何其他更改或修改或放棄權利或解除(包括押記，但有關更改、修改、放棄權利或解除的範圍除外)；

(iii) the enforcement or absence of enforcement or release by the Company or any Associate of any security, guarantee or indemnity or other document (including the Charge);

公司或任何聯屬公司強制執行或沒有強制執行或解除任何抵押、擔保或彌償保證或其他文件 (包括押記);

(iv) any time, indulgence, waiver or consent given to the Customer or any other person whether by the Company or any Associate;

不論是公司或任何聯屬公司對客戶或任何其他人士給予任何時間寬限、寬免、放棄權利或同意;

(v) the making or absence of any demand for payment of any sum payable under the Margin Facility Terms made on the Customer whether by the Company or any other person;

不論是公司或任何其他人士對客戶催繳或沒有催繳按保證金的信貸融通條款應支付的任何款項;

(vi) the insolvency, bankruptcy, death or insanity of the Customer 客戶無力償債、破產、死亡或精神失常;

(vii) any amalgamation, merger or reconstruction that may be effected by the Company with any other person or any sale or transfer of the whole or any part of the undertaking, property or assets of the Company to any other person;

公司與任何其他人士進行併合、合併或重組或公司向任何其他人士出售或轉讓其全部或任何部份業務、財產或資產;

(viii) the existence of any claim, set-off or other right which the Customer may have at any time against the Company or any other person;

客戶於任何時候可能對公司或任何其他人士提出任何申索、抵銷或其他權利;

(ix) any arrangement or compromise entered into by the Company with Customer or any other person

公司與客戶或任何其他人士達成任何債務償還協議及和解協議;

(x) the illegality, invalidity or unenforceability of, or any defect in, any provision of any document relating to the Facility or any security, guarantee or indemnity (including the Charge) or any of the rights or obligations of any of the parties under or in connection with any such document or any security, guarantee or indemnity (including the Charge), whether on the ground of ultra vires, not being in the interests of the relevant person or not having been duly authorized, executed or delivered by any person or for any other reason whatsoever;

有關信貸融通或任何抵押、擔保或彌償保證(包括押記)的任何文件的任何條文成為不合法、無效或不可強制執行或存在任何缺陷或根據或基於任何此等文件或任何抵押、擔保或彌償保證(包括押記)任何當事人的任何權利或義務(不論是否由於超越權限)不符合有關人士的利益或不論由於任何其他原因未經任何人正式授權、簽署或交付;

(xi) any agreement, security, guarantee, indemnity, payment or other transaction which is capable of being avoided under or affected by any law relating to bankruptcy, insolvency or winding-up or any release, settlement or discharge given or made by the customer on the faith of any such agreement, security, guarantee, indemnity, payment or other transaction, and any such release, settlement or discharge shall be deemed to be limited accordingly; or any other thing done or omitted or neglected to be done by the Company or any other person or any other dealing fact, matter or thing which, but for this provision, might operate to prejudice or affect the Customer's liabilities under the Margin Facility Terms.

任何協議、抵押、擔保、彌償保證或其他交易可根據任何關於破產、無力償債或清盤的法例被撤銷或受該等法例的影響或客戶根據任何此等協議、抵押、擔保、彌償保證、付款或其他交易給予或作出任何免除、和解或解除。而任何此等免除、和解或解除視作據此而受到限制;或公司或任何其他人士的任何其他作為或不作為或遺漏作為、或任何其他交易、事實、事項或事情若在沒有本條規定的情況下可能會因此而損害或影響客戶在保證金的信貸融通條款項下的債務。

8. Risk Disclosure 風險披露

The Company refers the Customer to the Risk Disclosure Statements enclosed with this Margin Client Agreement.

公司務請客戶參閱本保證金客戶協議書所隨附的風險披露聲明。

9. Confirmation 確認

9.1 The Customer confirms that the Customer has read, understands and agrees to terms of this Margin Client Agreement, which have been provided to the Customer in a language that the Customer prefers.

客戶茲確認客戶已閱讀，明白及同意本保證金客戶協議書的條款，此等條款已按客戶所選擇的文字提供予客戶。

9.2 The Customer understands that this Margin Client Agreement shall not be effective until such time as it is accepted and agreed to by the Company, such acceptance and agreement to be evidenced by the signature of one of the Company's directors in the space provided below.

客戶明白本保證金客戶協議書在公司任何一名董事在以下提供的空間簽署作實，證明公司已接受及同意本保證金客戶協議書之前，將不會發生效力。

10. Financial Resources Rules 財政資源規則

10.1 In compliance with the Revised Financial Resources Rules the Customer certifies that 為了遵守及符合經修改的<<財政資源規則>>，客戶茲證實：

In the case of an individual account and each joint account Customers 如屬個人賬戶客戶及聯名賬戶每個客戶：

I am the spouse of another margin customer of the Company (Please “a” where appropriate)

我是公司的另一保證金客戶的配偶(請在適當地方加上“a 號”)。

Yes, details as below: 是，詳情如下： No 不是

Name of spouse 配偶姓名: _____ Account No 賬戶號碼: _____

I am in control, either alone or with my spouse, of 35% or more of the voting rights of another margin customer of the Company (Please “a” where appropriate) 我是單獨或與我的配偶共同控制公司另一保證金客戶百分之三十五或以上的投票權(請在適當地方加上“a 號”)。

Yes, details as below: 是，詳情如下： No 不是

Name of account 賬戶名稱: _____ Account No 賬戶號碼: _____

In the case of corporate account Customers 如屬公司賬戶客戶：

We are members of the same group of companies as another margin customer of the Company (Please

“a” where appropriate) 本公司與公司另一保證金客戶同屬一個集團公司的成員(請在適當地方加上“a 號”)。

Yes, details as below 是，詳情如下： No 不是

Name of account 賬戶名稱: _____ Account Number 賬戶號碼: _____

10.2 I/We agree from time to time to notify you in writing of any amendments to the information below. I/We also certify that to the best of my/our knowledge, information and belief that the information below is true and correct,

我/我們/本公司同意以書面不時通知公司有關下文所述資料的任何修改。我/我們/本公司亦證實盡我/我們/本公司所知、所悉及所信，下列資料均為真實和正確。

11 Governing Law and Jurisdiction 適用法律及司法管轄權

11.1 This Margin Client Agreement shall be governed by , and construed in accordance with, the laws of the Hong Kong Special Administrative Region of the People’s Republic of China (“Hong Kong”) and may be enforced in accordance with the laws of Hong Kong.

本保證金客戶協議書受中華人民共和國香港特別行政區(以下稱[香港]) 的法例規限，及據此予以解釋，並且可以根據香港法例強制執行。

11.2 The Customer hereby irrevocably submits to the non-exclusive jurisdiction of any court in Hong Kong in any action or proceeding arising out of or relating to this Margin Client Agreement and hereby irrevocably agrees that all claims in respect of such action or proceeding may be heard and determined in such court in Hong Kong , provided that nothing herein shall effect the Company’s right to bring any action or proceeding against the Customer or the Customer’s property in the courts of any other jurisdiction.

客戶茲就由於或有關本保證金客戶協議書所產生的任何訴訟或法律程序不可撤銷地服從香港的任何法院的非排他的司法管轄權，並且可撤銷地同意就此等訴訟或法律程序所提出的申索均可在上述香港的任何法院進行聆訊及裁決，但本協議書內所載述的條文並不影響公司在任何其他司法管轄區的法院對客戶或客戶的財產提起任何訴訟或法律程序的權利。

Individual Customer

個人客戶

Customer's Signature 客戶的簽署

Print Name 姓名(請用正楷) : _____

Date 日期 : _____

Witness Signature 見證人簽署

In the presence of Witness

見證人(請用正楷) : _____

Address 地址 :

Occupation 職業 :

Date 日期 : :

Individual Customer

個人客戶

Customer's Signature 客戶的簽署

Print Name: 姓名(請用正楷) : _____

Date 日期 : _____

Witness Signature 見證人簽署

In the presence of Witness

見證人(請用正楷) : _____

Address 地址 :

Occupation: 職業 :

Date 日期 :

Corporate Customer

法團客戶

The Common Seal of the Corporation was affixed in the presence of 公司法團印章在以下人士面前蓋於此文件上

Director/ Secretary 董事/秘書

Date 日期 :

Accepted for and on behalf of

CIS Securities Asset Management Limited

謹此代表順安證券資產管理有限公司接受本協議書

chop and authorized signature of corporate customer

Date 日期 :

Authorized signature 被授權人簽署

APPENDIX 附件

保證金客戶授權書 AUTHORIZATION LETTER FROM MARGIN CLIENTS

致 To: 順安證券資產管理有限公司 CIS Securities Asset Management Limited

常設授權書 STANDING AUTHORITY

This letter of standing authority covers all Securities purchased or held by you on my/our behalf.

本常設授權書是有關一切由貴公司代表本人/吾等購入或持有之證券。

Without notice to me/us, pursuant to Section 7(2) of the Securities and Future (Client Cash) rules, this letter authorize you to: 本常設授權書授權貴公司，根據《證券及期貨（客戶證券）規則》第7（2）條的規定：

(1) apply any of my/our securities or securities collateral to a securities borrowing and lending agreement;

依據證券借貸協議運用任何有關客戶證券或證券抵押品；

(2) deposit any of my/our securities collateral with an authorized financial institution as collateral for financial accommodation provided to you; and /or

將任何有關證券抵押品存放於認可財務機構，作為提供予該中介人的財務通融的抵押品；及/或

(3) deposit any of my/our securities collateral with a recognized clearing house or another intermediary licensed or registered for dealing in securities as collateral for the discharge and satisfaction of your settlement obligations and liabilities, 將任何有關

證券抵押品存放於認可結算所；或另一或發牌或獲註冊進行證券交易的中介人，作為解除該中介人在交收上的義務和清償該中介人在交收上的法律責任的抵押品，而毋須通知本人/吾等。

I/We understand that the recognized clearing house or the intermediary licensed or registered for dealing in securities will have a first fixed charge over my/our securities collateral to the extent of your settlement obligation and liabilities.

本人/吾等明白香港中央結算有限公司因貴公司在交收上的責任而對本人/吾等的證券設定第一固定押記。

This standing authority does not cover any consideration I/we must pay or be paid for your borrowing, lending, or depositing any or my/our securities. Any consideration must be set in a separate agreement between us.

本授權書並不涉及就貴公司借、貸或存放本人/吾等任何證券而須支付或收取的任何代價。任何代價均須由本人/吾等與貴公司另行簽約訂明。

You are accountable to me/us for the return of any securities borrowed, lent, or deposited under this authority.

有關根據本協議書而借、貸或存放之證券，貴公司仍須向本人/吾等負責歸還。

I/We understand that a third party may have rights to my/our securities, which you must satisfy before my/our securities can be returned to me/us

本人/吾等明白本人/吾等的證券可能受制于第三者之權利，貴公司可於全數抵償該等權利後，方將本人/吾等的證券退回本人/吾等。

This authority is valid for period of 12 months from _____ and will expire on _____ or may be revoked at any time on giving 1 week prior written notice to you. It will be deemed to have been renewed for one or more periods each not exceeding 12 months if:-

- (a) you have served expiry and renewal notice on me/us at least 14 days prior to the expiry date; and
- (b) you have not received my/our objection in writing for such renewal before the expiry date; and
- (c) you confirm such deemed renewal in writing to me/us within 7 days after the expiry date.

本常設授權書的有限期為十二個月，並於_____年____月____日至_____年____月____日期間生效。本人/吾等有權隨時以一星期事先書面通知貴公司撤銷此常設授權書。本授權書將被當作續期一或多次，每次不超過十二個月，假如:-

- (a) 貴公司於到期日前不少於十四天向本人/吾等發出到期及續期通知；及
- (b) 貴公司於到期日前並無收到本人/吾等書面反對續期；及
- (c) 貴公司於到期日後七天內以書面向本人/吾等確認此續期。

This letter has been fully explained to me/us, and I/we understand the contents of this letter.

本函件已全部向本人/吾等解釋清楚。本人/吾等明白本函件的內容。

Yours faithfully,

Signature 簽署：

(Joint Signatures are required for joint name account) (聯名戶口均需聯合簽署)

Client Account Number and Name 客戶號碼及姓名: _____

Date 日期: _____

風險披露聲明

Risk Disclosure Statements

RISK OF SECURITIES TRADING 證券交易的風險

The prices of securities fluctuate, sometimes dramatically. The price of a security may move up or down, and may become valueless. It is as likely that losses will be incurred rather than profit made as a result of buying and selling securities.

證券價格有時可能會非常波動。證券價格可升可跌，甚至變成毫無價值。買賣證券未必一定能夠賺取利潤、反而可能會招致損失。

RISK OF MARGIN TRADING 保證金買賣的風險

The risk of loss in financing a transaction by deposit of collateral is significant. You may sustain losses in excess of your cash and any other assets deposited as collateral with the dealer or securities margin financier. Market conditions may make it impossible to execute contingent orders, such as “stop-loss” or “stop-limit” orders. You may be called upon on short notice to make additional margin deposits or interest payments. If the required margin deposits or interest payments are not made within the prescribed time, your collateral may be liquidated without your consent. Moreover, you will remain liable for any resulting deficit in your account and interest charged on your account. You should therefore carefully consider whether such a financing arrangement is suitable in light of your own financial position and investment objectives.

藉存放抵押品而為交易取得融資的虧損風險可能極大。你所蒙受的虧蝕可能會超過你存放於有關交易商或證券保證金融資人作為抵押品的現金及任何其他資產。市場情況可能使備用買賣指示，例如“止蝕”或“限價”指示無法執行。你可能會在短時間內被要求存入額外的保證金款項或繳付利息。假如你未能在指定的時間內支付所須的保證金款額或利息，你的抵押品可能會在未經你的同意下被出售。此外，你將要為你的帳戶內因此而出現的任何短欠數額及需繳付的利息負責。因此，你應根據本身的財政狀況及投資目標，仔細考慮這種融資安排是否適合你。

RISK OF PROVIDING AN AUTHORITY TO REPLEDGE YOUR SECURITIES

COLLATERAL ETC. 供將你的證券抵押品等再質押的授權書風險

There is risk if you provide the licensed or registered person with an authority that allows it to apply your securities or securities collateral pursuant to a securities borrowing and lending agreement, repledge your securities collateral for financial accommodation or deposit your securities collateral as collateral for the discharge and satisfaction of its settlement obligations and liabilities.

向持牌人或註冊人提供授權書，容許其按照某份證券借貸協議書使用你的證券或證券抵押品、將你的證券抵押品再質押以取得財務通融，或將你的證券抵押品存放為用以履行及清償其交收責任及債務的抵押品，存在一定風險。

If your securities or securities collateral are received or held by the licensed or registered person in Hong Kong, the above arrangement is allowed only if you consent in writing. Moreover, unless you are a professional investor, your authority must specify the period for which it is current and be limited to not more than 12 months. If you are a professional investor, these restrictions do not apply.

假如你的證券或證券抵押品是由持牌人或註冊人在香港收取或持有的，則上述安排僅限於你已就此給予書面同意的情況下方行有效。此外，除非你是專業投資者，你的授權書必須指明有效日期，而該段有效期不得超逾 12 個月。若你是專業投資者，則有關限制並不適用。

Additionally, your authority may be deemed to be renewed (i.e. without your written consent) if the licensed or registered person issues you a reminder at least 14 days prior to the expiry of the authority, and you do not object to such deemed renewal before the expiry date of your then existing authority.

此外，假如你的持牌人或註冊人在有關授權的期限屆滿前最少 14 日向你發出有關授權將被視為已續期的提示，而你對於在有關授權的期限屆滿前以此方式將該授權延續不表示反對，則你的授權將會在沒有你的書面同意下被視為已續期。

You are not required by any law to sign these authorities. But an authority may be required by licensed or registered persons, for example, to facilitate margin lending to you or to allow your securities or securities collateral to be lent to or deposited as collateral with third parties. The licensed or registered person should explain to you the purposes for which one of these authorities is to be used.

現時並無任何法例規定你必須簽署這些授權書。然而，持牌人或註冊人可能須要授權書，以便例如向你提供保證金貸款或獲許將你的證券借出予第三方或作為抵押品存放於第三方。有關持牌人或註冊人應向你闡釋將為何種目的而使用授權書。

If you sign one of these authorities and your securities are lent to or deposited with third parties, those third parties will have a lien or charge on your securities. Although the licensed or registered person is responsible to you for securities or securities collateral lent or deposited under your authority, a default by it could result in the loss of your securities or securities collateral.

倘若你簽署授權書，而你的證券已借出了或存放於第三方，該等第三方將對你的證券具有留置權或作出押記。雖然有關持牌人或註冊人根據該授權書而借出或存放屬於你的證券須對你負責，但上述持牌人或註冊人的違責行為可能會導致你損失你的證券或證券抵押品。

A cash account not involving securities borrowing and lending is available from most licensed or registered persons. If you do not require margin facilities or do not wish your securities or securities collateral to be lent or pledged, do not sign the above authorities and ask to open this type of cash account.

大多數持牌人或註冊人均提供不涉及證券借貸的現金帳戶。假如你毋須使用保證金貸款，或不希望本身證券被借出或遭抵押，則切勿簽署上述的授權書，並應要求開立該等現金帳戶。

RISK OF TRADING GROWTH ENTERPRISE MARKET STOCKS

買賣創業板股份的風險

Growth Enterprise Market (GEM) stocks involve high investment risks. In particular, companies may list on GEM with neither a track record of profitability nor any obligation to forecast future profitability. GEM stocks may be very volatile and illiquid.

創業板股份涉及很高的投資風險。尤其是該等公司可在無需具備盈利往績及無需預測未來盈利的情況下在創業板上市。創業板股份可能非常波動及流通性很低。

You should make the decision to invest only after due and careful consideration. The greater risk profile and other characteristics of GEM mean that it is a market more suited to professional and other sophisticated investors.

你只應在審慎及仔細考慮後，才作出有關的投資決定。創業板市場的較高風險性質及其他特點，意味著這個市場較適合專業及其他熟悉投資技巧的投資者。

Current information on GEM stocks may only be found on the internet website operated by the Stock Exchange of Hong Kong Limited. GEM Companies are usually not required to issue paid announcements in gazetted newspapers.

現時有關創業板股份的資料只可以在香港聯合交易所有限公司所操作的互聯網網站上找到。創業板上市公司一般毋須在憲報指定的報章刊登付費公告。

You should seek independent professional advice if you are uncertain of or have not understood any aspect of this risk disclosure statement or the nature and risks involved in trading of GEM stocks.

假如你對本風險披露聲明的內容或創業板市場的性質及在創業板買賣的股份所涉風險有不明白之處，應尋求獨立的專業意見。

RISK OF TRADING NASDAQ-AMEX SECURITIES AT THE STOCK EXCHANGE

OF HONG KONG LIMITED

在香港聯合交易所有限公司買賣納斯達克-美國證券交易所證券的風險

The securities under the Nasdaq-Amex Pilot Program (PP) are aimed at sophisticated investors. You should consult your dealer and become familiarised with the PP before trading in the PP securities. You should be aware that PP securities are not regulated as a primary or secondary listing on the Main Board or the Growth Enterprise Market of the Stock Exchange of Hong Kong Limited.

按照納斯達克-美國證券交易所試驗計劃(試驗計劃)掛牌買賣的證券是為熟悉投資技巧的投資者而設的。你在買賣該項試驗計劃的證券之前，應先諮詢交易商的意見和熟識該項試驗計劃。你應知悉，按照該項試驗計劃掛牌買賣的證券並非以香港聯合交易所有限公司的主板或創業板作第一或第二上市的證券類別加以監管。

RISK OF CLIENT ASSETS RECEIVED OR HELD OUTSIDE HONG KONG

在香港以外地方收取或持有的客戶資產的風險

Client assets received or held by the licensed or registered person outside Hong Kong are subject to the applicable laws and regulations of the relevant overseas jurisdiction which, may be different from the Securities and Futures Ordinance (Cap. 571) and the rules made thereunder. Consequently, such client assets may not enjoy the same protection as that conferred on client assets received or held in Hong Kong.

持牌人或註冊人在香港以外地方收取或持有的客戶資產，是受到有關海外司法管轄區的適用法律及規例所監管的。這些法律及規例與《證券及期貨條例》(第 571 章)及根據該條例制訂的規則可能有所不同。因此，有關客戶資產將可能不會享有賦予在香港收取或持有的客戶資產的相同保障。

Cash Client Supplemental Agreement

現金帳戶補充協議

If CIS Securities Asset Management Limited solicit the sale of or recommend any financial product to the Customer (“you”), the financial product must be reasonably suitable for you having regard to your financial situation, investment experience and investment objectives. No other provision of this agreement or any other document we may ask you to sign and no statement we may ask you to make derogates from this clause.

Note: “Financial product” means any securities, futures contracts or leveraged foreign exchange contracts as defined under the SFO. Regarding “leveraged foreign exchange contracts”, it is only applicable to those traded by persons licensed for Type 3 regulated activity.

假如順安證券資產管理有限公司向閣下（下稱「客戶」）招攬銷售或建議任何金融產品，該金融產品必須是我們經考慮客戶的財政狀況、投資經驗及投資目標後而認為合理地適合客戶的。本協議的其他條文或任何其他我們可能要求客戶簽署的文件及我們可能要求閣下作出的聲明概不會減損本條款的效力。

註：“金融產品”指《證券及期貨條例》所界定的任何證券、期貨合約或槓桿式外匯交易合約。就“槓桿式外匯交易合約”而言，其只適用於由獲得發牌經營第 3 類受規管活動的人所買賣的該等槓桿式外匯交易合約。