



Select Investment Services Limited

弘富投資服務有限公司

1713B-1714, 17/F, Hong Kong Plaza, No. 188 Connaught Road West, Western District, Hong Kong
Tel : (852) 2804 2968 Fax: (852) 3104 9938
SFC CE No: AXU865

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Agreement for Securities Margin Trading 保證金帳戶 客戶協議書

THIS AGREEMENT is made the _____ day of _____ BETWEEN
本協議於_____年_____月_____日由下列雙方共同簽署。

- (A) Select Investment Services Limited whose registered office is at 1713B-1714, 17/F, Hong Kong Plaza, No. 188 Connaught Road West, Western District, Hong Kong (hereinafter referred to as "SISL"); and
弘富投資服務有限公司(以下稱“弘富投資”)其註冊辦公地址為香港西環干諾道西188號香港商業中心17樓1713B-1714室, 與
- (B) the undersigned client(s) whose name(s) and identification number are as appeared on the signatory page of this agreement (hereinafter referred to as the "Client")
以下簽署客戶(以下稱“客戶”), 其姓名和身份證號碼參見本協議書的簽署頁。

WHEREAS

鑒於

- (1) This Agreement shall be read in conjunction with and as a supplement to the Client Agreement entered into by the Client and SISL ("Client Agreement"). Where any conflict arises between the provisions of the Client Agreement for Securities Trading and this Agreement, the provisions of this Agreement shall prevail.
本保證金交易協議書作為弘富投資與客戶簽署的「客戶協議書」(以下稱「客戶協議書」)的補充文件, 應與其一併閱讀。若該「客戶協議書」與本保證金客戶協議書的條文有任何衝突, 概以本協議書的條文為準。
- (2) When SISL provides the Client with credit facilities ("Margin Facility") in respect of transactions in Securities effected by SISL on behalf of the Client, the account which SISL establishes with the Client to record such transactions is said to be a margin securities trading account ("Margin Account").
當弘富投資同意就其代客戶進行的證券交易向客戶提供信貸融通(以下稱「信貸融通」), 弘富投資為客戶開立的用以記錄該些交易的帳戶稱為保證金交易帳戶(以下稱「保證金帳戶」)。
- (3) The Client is desirous of opening one or more Margin Accounts with SISL for the purpose of trading in Securities.
客戶要求開立一個或多個保證金帳戶進行證券交易。
- (4) SISL agrees to open and maintain such Margin Account(s) and acts as an agent for the Client in the purchases and sales of Securities subject to the terms and conditions of this Agreement.
弘富投資同意為客戶開立及維持一個或多個保證金帳戶, 並根據本協議書的條款作為客戶的代理代其買賣證券。

1. DEFINITIONS

釋義

- 1.1 Terms defined in this Agreement have the same meanings as in the **Client Agreement** unless stated otherwise.
除非另有說明, 本協議所界定的詞語, 其含意與「客戶協議書」所使用的相同。
- 1.2 Reference to "**Account**" in the Client Agreement is deemed to include the Margin Account as established pursuant to this Agreement.
「客戶協議書」內「帳戶」一詞視作包括根據本協議書開立的保證金帳戶。
- 1.3 "**Collateral**" means all monies and securities of the Client which are now or shall at any time hereafter be deposited with, transferred or caused to be transferred to or held by SISL or other member of SISL Group, or nominees, or transferred to or held by any other person in circumstances where SISL accepts the same as security for the Client's obligations under this Agreement. The Collateral shall include those monies and securities that shall come into the possession, custody or control of SISL 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本協議書項下義務, 現時或此後任何時間存放於, 轉調給或促成轉調



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給弘富投資或弘富投資的任何其他成員公司，代名人或第三方持有，並經弘富投資接納作為抵押品的所有款項及證券。抵押品包括不時為任何目的由弘富投資持有、保管或控制的款項及證券(包括任何額外或取代證券以及任何時候通過任何此等證券，額外證券或取代證券的贖回、分紅、優先權、期權或其他方式累計或產生的已支付或應支付的股息、利息、權利、權益、款項或財產)。

1.4 “**Credit Limit**” is the maximum amount of the Margin Facility that SISL will grant to the Client irrespective of the amount of the Client’s collateral and Margin Ratio.

「**信貸限額**」是指弘富投資不論客戶的抵押品和保證金比率的數額而將提供給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 Client is permitted to borrow (or otherwise to secure other forms of financial accommodation) from SISL against the Collateral.

「**保證金比率**」是指客戶可向弘富投資借款(或以其他方式取得其他形式的財務融通)可達抵押品市值的最高百分比。

2. MARGIN FACILITY

保證金的信貸融通

2.1 The Margin Facility is granted to the Client in accordance with the provisions set out in this Agreement, the Client Agreement and any margin offer letter from SISL to the Client (collectively referred as “**Margin Facility Terms**”). The Client agrees to use the Margin Facility only in connection with the acquisition or holding of securities by SISL for the Client.

弘富投資根據本協議書列明的條款、「客戶協議書」的條款以及弘富投資向客戶發出的保證金要約信(以下統稱「**保證金信貸融通條款**」)向客戶提供信貸融通。客戶同意信貸融通只用於弘富投資為客戶購取或持有證券。

2.2 Subject to Clause 2.4 below, SISL may grant the Client a Margin Facility of such amount up to the Credit Limit as may be notified to the Client from time to time. The Credit Limit available to the Client and the Margin Ratio may be varied at discretion of SISL without notice to the Client. Notwithstanding the Credit Limit as notified to the Client, SISL may at its discretion extend the Margin Facility to the Client in excess of the Credit Limit and the Client agrees that the Client shall be liable to repay the full amount of any Margin Facility given by SISL on demand.

在下文第2.4條的規限下，弘富投資可批予客戶的信貸融通最多可等於其不時通知客戶的信貸限額。弘富投資可隨時酌情決定更改向客戶提供的信貸限額和保證金比率而無需通知客戶。儘管已通知客戶有關信貸限額，弘富投資可酌情決定向客戶提供超出信貸限額的信貸融通，而客戶同意負責按全數償還弘富投資發放給客戶的信貸融通款額。

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

弘富投資獲客戶授權從信貸融通中提取款項償還客戶因購買證券或為遵守弘富投資關於保證金的任何持倉規定所欠弘富投資的任何款項，或支付欠弘富投資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 SISL will not at any time be obliged to provide any Margin Facility to the Client. In particular, the Client understands that SISL will be under no obligation to provide or continue to provide any Margin Facility if any of the following circumstances arises:-

弘富投資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，弘富投資沒有義務為客戶作出或繼續作出信貸融通：

(a) the Client is in default of any provision of the Margin Facility Terms; or

客戶違反保證金信貸融通條款的任何規定；或

(b) in the opinion of SISL there is or has been a material adverse change in the Client’s financial condition or in the financial condition of any person which might adversely affect Client’s ability to discharge his/her liabilities or perform his/her obligations under the Margin Facility Terms; or

弘富投資認為客戶的財務狀況有或已經有重大的負面改變，或任何人仕的財務狀況有或已經有重大的負面改變而可能會影響客戶按保證金信貸融通條款履行其義務或責任的能力；或



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- (c) 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
- (d) SISL in its absolute discretion considers it prudent or desirable for its protection not to do so.
弘富投資以其絕對酌情權審慎決定，為保障其本身利益不宜提供有關信貸融通。

2.5 For so long as there exists any indebtedness to SISL on the part of the Client, SISL shall be entitled at any time and from time to time to refuse any withdrawal of any or all of the Collateral and the Client shall not without the prior written consent of SISL be entitled to withdraw any Collateral in part or in whole from the Client's Account. All amounts (less brokerage and other proper charges) received by SISL for or on account of the Client from the sale of Securities shall firstly be paid to the credit of the Margin Account towards the repayment of any amount outstanding under the Margin Facilities.

在客戶欠弘富投資任何債務期間，弘富投資有權在任何時候及不時拒絕任何客戶從其帳戶提取部份或所有抵押品的要求，而且未經弘富投資事先書面同意，客戶無權從其帳戶中提取任何部份或全部抵押品。所有弘富投資為客戶帳戶接收的出售證券所得款項（扣除經紀費和其他適當開支）應首先用以償還信貸通融條款下保證金帳戶內的欠款。

2.6 The Client shall on demand from SISL make payments or deposits of margin in monies, securities and/or other assets in such amount and in such form into a designated account and within such time as specified by SISL (referred to as a "Margin Call"), as SISL in its absolute discretion determines necessary to provide adequate security in respect of the Margin Facility. Payment of Margin Calls must be effected in cleared funds or deposit of Securities and/or other assets which the Client has good and free unencumbered titles. Unless the Margin Call is fully satisfied within the time specified, SISL shall have no obligation to effect or respond to the Client's Instruction for the buy or sell of Securities on margin.

客戶須應弘富投資的要求，在弘富投資具體列明的時限內以款項、證券及/或其他資產按弘富投資指定數額和形式繳付或存放於一個由弘富投資指定的帳戶內（以下稱「補倉通知」），作為弘富投資以其絕對酌情權確定的信貸融通的足夠抵押品。客戶必須以不受任何類別產權負擔約束的款項或證券以及/或其他資產補倉。除非客戶於弘富投資指定的期限內滿足補倉要求，否則弘富投資無任何責任執行客戶指令以保證金形式買賣證券。

2.7 For the purpose of a Margin Call, SISL shall use its best endeavor to contact the Client promptly by phone and/or by sending to the Client a Margin Call notice by post, fax, SMS, email or otherwise. The Client agrees that he/it shall be deemed to have been properly notified of the Margin Call even if SISL fails to contact him/it by phone or the Client fails to receive the written notice.

就補倉通知而言，弘富投資須盡其最大努力及時按客戶通知弘富投資的電話號碼致電聯絡客戶或以郵寄、傳真、電話短訊、電郵或其他形式向客戶發出補倉通知。客戶同意，即使弘富投資未能致電聯絡客戶或客戶未能收到有關書面通知，客戶亦會被視為已獲得補倉要求的適當通知。

2.8 Any failure by the Client to comply with Clause 2.6 of this Agreement will constitute an "event of default" under of the Client Agreement.

若客戶未能遵守本協議書第2.6條的規定，將構成「客戶協議書」的違約事件。

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

客戶同意就弘富投資提供給客戶的信貸融通款項按日支付利息，息率按弘富投資取得資金成本另加某個百分率計算，該百分率將根據當時的金融市場情況而定，並由弘富投資不時通知客戶。該利息收費可由弘富投資從保證金帳戶或客戶在弘富投資或任何弘富投資其他成員公司開立的任何其他帳戶中扣除。

3. FIXED CHARGE

固定押記

3.1 The Client, as beneficial owner, charges in favour of SISL by way of first fixed charge all the Client's respective rights, title, benefits and interests in and to all Collateral as a continuing security ("Charge") for the payment and satisfaction of all monies and liabilities under the Margin Facility Terms which are now or at any time hereafter may be due or owed to SISL together with interest.



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為確保證履行保證金信貸融通條款，清償及履行現時或以後任何時間客戶到期應償還或欠弘富投資的款項、責任和利息等。客戶以實益擁有人身份以第一固定押記的形式，向弘富投資抵押其在抵押品中所有有關權利、所有權、利益和權益(以下稱「押記」)，作為支付、清償及履行上述信貸融通中所涉及的所有款項和負債的持續抵押。

- 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 owed by the Client to SISL notwithstanding the closing of any the Client's accounts with SISL and which are subsequently reopened or the subsequent opening of any account by the Client 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 Client to SISL on any account or otherwise.

押記為持續抵押，即使客戶作出中期支付或償還全部或部份欠負弘富投資的款項，即使客戶在弘富投資的任何帳戶已清戶繼而重新開戶，或客戶其後單獨或與其他人共同開立任何帳戶，此押記將延伸涵蓋當時客戶在任何帳戶或其他地方欠負弘富投資的任何到期應支付款項。

- 3.3 The Client represents and warrants that:-

客戶茲聲明及保證：

- (a) the Collateral is legally and beneficially owned by the Client;
客戶是抵押品的合法及實益擁有人；
- (b) the Client is entitled to deposit the Collateral with SISL; and
客戶有權將抵押品存放於弘富投資；及
- (c) the Collateral 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 fully paid up.

抵押品現時及此後均不會帶有任何類別的留置權、押記或產權負擔，而構成抵押品的任何股額、股份及其他證券已經繳足股本。

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

客戶根據本協議書不可撤回地全數支付可能或成為應支付款項，以及客戶已履行保證金信貸融通條款項下的全部義務後，弘富投資將會按客戶的要求及由客戶支付所需開支後，將其在抵押品中的所有權利、所有權及權益解除發還給客戶，並將應客戶的要求發出完成上述發還所需的所有指示和指令。

- 3.5 Until the Charge becomes enforceable,

在押記成為可強制執行之前，

- (a) SISL will have the right, subject only to giving the Client notice, to exercise rights relating to the Collateral to protect the value of the Collateral; and

弘富投資將有權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

- (b) except as otherwise provided in this Agreement, the Client may direct the exercise of other rights attaching to, or connected with, the Collateral, but not in any manner which is inconsistent with the Client's obligations under the Margin Facility Terms, or which in any way may prejudice SISL's rights in relation to the Collateral.

除本協議書另有規定，客戶可發出指示行使抵押品的其他附加或關連的權利，但行使的方式不得與客戶在保證金信貸融通條款下的義務相抵觸，也不得在任何方面影響弘富投資對抵押品所享有的權利。

4. POWER OF ATTORNEY

授權書

The Client by way of security irrevocably appoints SISL to be the Client's attorney on the Client's behalf and in the Client'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 Client by or pursuant to the Margin Facility Terms and generally for enabling SISL 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回地委任弘富投資為客戶的授權人，代表客戶並以客戶的名義行使及簽署、蓋印、執行、交付、完善及訂立所有契據、文據、文件、行為及事物，以履行客戶在保證金信貸融通條款下的義務以及在整體上使弘富投資能夠行駛其在保證金信貸融通條款或法律下的有關權利和權力，包括(但不限於)：



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- (a) to execute any transfer or assurance in respect of any of the Collateral;
簽署任何有關抵押品的轉讓書或保證書；
- (b) to perfect its title to any of the Collateral;
完善任何抵押品的所有權；
- (c) 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作出請求、要求、索取、收取、解決以及妥為清償；
- (d) 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提供有效的解除文據，以及加簽任何支票或其他票據或匯票；及
- (e) 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.
一般而言提交或採取任何其認為必要或適宜的申索，法律行動或法律程式，以保障根據保證金信貸融通條款所設定的權益。

5. DEFAULTS

違約

- 5.1 The Client agrees that SISL may dispose of any Collateral (in whole or in part) without notice to the Client if the Client:-
客戶同意弘富投資可在下列情況下處置全部或部份客戶任何抵押品，而無需通知客戶：
 - (a) fails to maintain the Margin Ratio upon Margin Call; or
客戶未能在收到補倉通知後維持保證金比率；或
 - (b) fails to repay or discharge the Margin Facility upon demand; or
客戶未能應弘富投資的要求付還或清償信貸融通；或
 - (c) fails to settle a transaction in securities against which Margin Facility has been provided, or
客戶未能結清任何一單已提供抵押品的證券交易；或
 - (d) has indebtedness owed to SISL for dealing in securities which remains outstanding after SISL has disposed of all the securities purchased under the Margin Facility.
客戶在弘富投資處置了客戶在抵押品下購買的所有證券後仍然對弘富投資欠債。
- 5.2 The Client agrees that in the event of any sale pursuant to the Margin Facility Terms, any Collateral will be sold or disposed of in the absolute discretion of SISL. Upon any sale by SISL, a declaration made by an officer of SISL 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 and no person dealing with SISL shall be concerned to inquire into the circumstances of the sale.
客戶同意，若根據保證金信貸融通條款出售證券，弘富投資有絕對酌情權出售或處置任何抵押品，並且當弘富投資出售有關證券時，其一名職員所作出表示有關的出售權已成為可行使的聲明，對所出售的抵押品的任何買方或得到其所有權的其他人仕而言已屬有關事實的不可推翻的證據，任何與弘富投資進行交易的人仕均毋須查詢該宗出售交易的情況。
- 5.3 In the event the net proceeds of sale shall be insufficient to cover the whole of the Client's liabilities under the Margin Facility Terms, the Client undertakes to pay to SISL 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信貸融通條款項下全部負債，客戶承諾按要求向弘富投資支付當時尚欠的任何差額。
- 5.4 The Client shall from time to time upon the request of SISL promptly and duly execute and deliver any and all such further instructions and documents as SISL may deem necessary or desirable for the purpose of obtaining the full benefit of the Margin Facility Terms and of the rights and powers granted under the same.
客戶應按弘富投資的要求，及時並妥善地簽訂及交付所有弘富投資為了獲得保證金信貸融通條款下的所有權益和權力認為需要或有必要的進一步指示和文件。

6. TERMINATION MARGIN FACILITY



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終止信貸融通

- 6.1 The Margin Facility is repayable on demand and may be varied or terminated in the absolute discretion of SISL. In particular the Margin Facility will be terminated upon the occurrence of any one or more of the following events:- 信貸融通款項應按要求予以償還，弘富投資可以絕對酌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：
- (a) the withdrawal or non-renewal of the Client's authorization to SISL as required by Section 7(2) of Securities & Futures (Client Securities) Rules (Cap.571H); or
客戶撤銷或不再延續《證券及期貨(客戶證券)規則》(香港法例第571H章)第7(2)條所規定的授權；或
 - (b) any termination in accordance with the Client Agreement, and any notice of termination for that purpose shall be deemed to be a notice of termination of the Margin Facility.
根據「客戶協議書」作出的終止，而因此所發出的任何終止通知將被視為信貸融通的終止通知。
- 6.2 Upon termination of the Margin Facility, any outstanding indebtedness by the Client shall forthwith be repaid to SISL.
信貸融通終止時，客戶須立即向弘富投資償還拖欠的所有債務。
- 6.3 Repayment of all or any of the loan amounts owed to SISL will not of itself constitute cancellation or Termination of the Margin Facility Terms.
償還拖欠弘富投資的所有或部份貸款額並不構成保證金信貸融通條款的取消或終止。

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:-

在不影響上述的概括性原則下，押記及其保證的數額在任何方面均不受下列事項影響：

- (a) any other security guarantee or indemnity now or hereafter held by SISL or other member of SISL Group under or in respect of the Margin Facility Terms or any other liabilities;
弘富投資或任何弘富投資其他成員公司現時或此後根據或基於保證金信貸融通條款或其他責任而持有的任何其他抵押、擔保或彌償保證；
- (b) 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、修改、豁免或解除(包括押記，但有關更改、修改、豁免或解除的範圍除外)；
- (c) the enforcement or absence of enforcement or release by SISL or other member of SISL Group of any security, guarantee or indemnity or other document(including the Charge);
弘富投資或任何弘富投資其他成員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)；
- (d) any time, indulgence, waiver or consent given to the Client or any other person whether by SISL or other member of SISL Group;
不論是弘富投資或任何弘富投資其他成員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；
- (e) the making or absence of any demand for payment of any sum payable under the Margin Facility Terms made on the Client whether by SISL or any other person;
不論是弘富投資或任何其他人士對客戶所作出或沒有作出的根據保證金信貸融通條款的任何還款要求；
- (f) the insolvency, bankruptcy, death or insanity of the Client;
客戶無力償債、破產、死亡或精神失常；
- (g) any amalgamation, merger or reconstruction that may be effected by SISL with any other person or any sale or transfer of the whole or any part of the undertaking, property or assets of SISL to any other person;
弘富投資與任何其他人士進行合併、兼併或重組或向任何其他人士出售或轉讓其全部或部份業務、財產或資產；
- (h) the existence of any claim, set-off or other right which the Client may have at any time against SISL or any other



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person;

客戶於任何時候對弘富投資或任何其他人士提出的任何申索，抵銷或其他權利的存在；

- (i) any arrangement or compromise entered into by SISL with Client or any other person;
弘富投資與客戶或任何其他人士訂立的安排和妥協；
- (j) the illegality, invalidity or unenforceability of, or any defect in, any provision of any document relating to the Margin 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;
有關信貸融通的任何文件的條文或任何抵押、擔保或彌償保證(包括押記)或在任何該等文件或任何抵押、擔保或彌償保證(包括押記)之下及有關人士的權力或義務的不合法性，無效或不可強制執行或存在任何缺陷，不論原因是基於越權，不符合有關人士的利益或未經任何人士正式授權，未經妥善簽署或交付或因為任何其他原因；
- (k) 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 Client 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 SISL or any other person or any other dealing fact, matter or thing which, but for this provision, might operate to prejudice or affect the Client's liabilities under the Margin Facility Terms.

任何根據有關破產，無力償債或清盤的法例可以避免或受其影響的協議、抵押、擔保、彌償保證、付款或其他交易，或客戶根據任何此等協議、抵押、擔保、彌償保證、付款或其他交易作出的任何免除、和解或解除，而任何該等免除、和解或解除據此須被視作受到限制；或弘富投資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，事項或事物，若在沒有本條規定的情況下，可能在運作上損害或影響客戶在保證金信貸融通條款項下的責任。

8. RISK DISCLOSURE STATEMENTS

風險披露聲明

8.1 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. The Client may sustain losses in excess of the Collateral. Market conditions may make it impossible to execute contingent orders, such as "stop-loss" or "stop-limit" orders. The Client 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, the Client's Collateral may be liquidated without the Client's consent. Moreover, the Client will remain liable for any resulting deficit in the Margin Account and interest charged thereon. The Client should therefore carefully consider whether such a financing arrangement is suitable in light of the Client's 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極大。客戶所蒙受的虧蝕可能會超過抵押品的價值。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。客戶可能會收到通知要求短期內存入額外的保證金款項或繳付利息。假如客戶未能在指定的時間內支付所需的保證金款項或利息，客戶的抵押品可能會在未經其同意的情況下被出售。此外，客戶須為其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，客戶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自己。

8.2 Risk of providing an authority to re-pledge securities collateral etc.

提供證券抵押品等再質押的授權書的風險

There is risk if Client provides SISL with an authority that allows it to apply Client's securities or securities collateral pursuant to a securities borrowing and lending agreement, re-pledge his/her securities collateral for financial accommodation or deposit his/her securities collateral as collateral for the discharge and satisfaction of his/her settlement obligations and liabilities.



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向弘富投資提供授權書容許其按照證券借貸協議書運用客戶的證券或證券抵押品，將客戶的證券抵押品再質押以取得財務通融，或將客戶的證券抵押品存放作為清償債務及履行其交收責任的抵押品，存在一定風險。

If Client's securities or securities collateral are received or held by him/her in Hong Kong, the above arrangement is allowed only if the Client gives consent in writing. Moreover, unless the Client is a professional investor, his/her authority must specify the period for which it is current and be limited to not more than 12 months. If the Client is a professional investor, these restrictions do not apply.

假如客戶的證券抵押品是由弘富投資在香港收取或持有的，則上述安排僅限於客戶已就此給予書面同意的情况下方行有效。此外，除非客戶是專業投資者，客戶的授權書必須指明有效期，而該有效期不得超逾12個月。若客戶是專業投資者，則有關限制並不適用。

Additionally, Client's authority may be deemed to be renewed (i.e. without his/her written consent) if SISL issues the Client a reminder at least 14 days prior to the expiry of the authority, and the Client does not object to such deemed renewal before the expiry date of the then existing authority.

此外，假如弘富投資在有關授權的期限屆滿前最少14日向客戶發出有關授權將被視為續期的提示，而客戶未能於有關授權的期限屆滿前對這種方式的授權延續提出反對，則客戶的授權將會在沒有其書面同意下被視為已續期。

The Client is not required by any law to sign these authorities. But an authority is required by SISL, for example, to facilitate margin lending to the Client or to allow Client's securities or securities collateral to be lent to or deposited as collateral with third parties. SISL should explain to the Client the purposes for which one of these authorities is to be used.

現時並無任何法例規定客戶必須簽署這些授權書。然而，弘富投資需要授權書，以便其向客戶提供保證金貸款或獲准將客戶的證券抵押品借出予第三方或作為抵押品存放於第三方等行為。弘富投資應向客戶闡釋使用授權書的目的。

If the Client signs one of these authorities and his/her securities collateral are lent to or deposited with third parties, those third parties will have a lien or charge on Client's securities collateral. Although SISL is responsible to the Client for securities or securities collateral lent or deposited under Client's authority, a default by it could result in the loss of Client's securities or securities collateral.

倘若客戶簽署授權書，而客戶的證券抵押品借出予或存放於第三方，該等第三方將對客戶的證券抵押品具有留置權或押記。雖然弘富投資須對根據客戶的授權書而借出或存放屬於客戶的證券抵押品負責，但弘富投資的違責行為可能會導致客戶損失其證券或證券抵押品。

A cash account not involving securities borrowing and lending is available from SISL. If the Client does not require margin facilities or do not wish his/her securities or securities collateral to be lent or pledged, the Client should not sign the above authorities and should ask to open this type of cash account.

弘富投資提供不涉及證券借貸的現金帳戶。假如客戶無需使用保證金貸款，或不希望本身證券抵押品被借出或被抵押，則切勿簽署上述的授權書，並應要求開立該等現金帳戶。

8.3 The Client should refer to "Risk Disclosure Statements" for other risks.

客戶應參閱「風險披露聲明書」列出的其他風險披露說明。

9. AUTHORIZATION UNDER SECTION 7(2) OF THE SECURITIES AND FUTURES (CLIENTS SECURITIES) RULES (CAP. 571H)

《證券及期貨（客戶證券）規則》（香港法例第571H章）第7（2）條規定的常設授權

Without prejudice to any other right or remedy available to SISL, the Client hereby authorizes SISL to:-

在不影響弘富投資其他權利或補償的情況下，客戶授權弘富投資：

- (a) apply any of Client's securities or securities collateral in the Margin Account pursuant to a securities borrowing and lending agreement;
依據證券借貸協議運用任何客戶於保證金帳戶內的證券或證券抵押品；
- (b) deposit any of securities collateral in the Margin Account with an authorized financial institution as collateral for financial accommodation provided to SISL; or
將任何保證金帳戶內的證券抵押品存放於認可財務機構，作為提供予弘富投資的財務通融的抵押品；及/或
- (c) deposit any of securities collateral in the Margin Account with (i) a recognized clearing house; or (ii) another



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intermediary or registered for dealing in securities as collateral for the discharge and satisfaction of SISL's settlement obligations and liabilities.

將任何保證金帳戶內的證券抵押品存放於 (i) 認可結算所；或 (ii) 另一或發牌或獲註冊進行證券交易的中介人，作為解除弘富投資履行其交收義務和法律責任的抵押品。

SISL may do any of the above acts without giving notice to the Client. This authorization is valid for a period of 12 months only, effective from the date of signing this Agreement. However, the Client has the right to revoke this authorization by giving SISL not less than five (5) business days' prior written notice provided that the Client has no outstanding debts owed to SISL or any of its associated entities at that time. Such standing authorization which is not revoked prior to its expiry may be renewed or shall be deemed to have been renewed for further 12 months upon the same terms and conditions as specified above in accordance with the relevant rules under the SFO.

弘富投資可作出上述任何行為而無需通知客戶。本常設授權的有效期為12個月，並於本協議書簽署之日起生效。然而，在客戶對弘富投資或其聯繫實體無任何欠債的情況下，客戶可隨時以不少於5個營業日的書面通知撤銷有關授權。在有效期屆滿之前沒有被撤銷的此項常設授權，將根據《證券及期貨條例》下的有關規定按該授權指明的相同條款及條件作12個月的續期或當做已續期。

10. DECLARATION FOR GROUP RELATED MARGIN ACCOUNTS

一組關連保證金客戶之聲明

The Client hereby declares that the following information given in this declaration is true, accurate and complete:-

客戶特此聲明，以下聲明所提供的資料均屬真實、準確和正確：

- (a) the Client's spouse is not a margin client of SISL;
客戶的配偶不是弘富投資的保證金客戶；
- (b) the Client, whether alone or with his/her spouse, is not in control of 35% or more of the voting rights of any margin client of SISL; or
客戶(不論是單獨或與其配偶共同)並沒有控制弘富投資的任何其他保證金客戶的35% 或以上的投票權；或
- (c) no company belonging to a group of companies, of which the Client is a member, is a margin client of SISL.
客戶所屬的公司集團屬下並無任何公司是弘富投資的保證金客戶。

11. CONFLICT BETWEEN ENGLISH AND CHINESE VERSIONS

中英文版本之抵觸

In the event of any conflict between any provision of the English version of this Agreement and its corresponding Chinese version, the English version shall prevail.

在本協議之條文之中英文版本有抵觸時，則以英文版本為準。



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DECLARATION BY CLIENT 客戶聲明

I/We have carefully read and understood the contents of this Agreement for Securities Margin Trading. I/We expressly agree and consent, as evidence by my/our signature(s) below, to each and all the terms and provisions contained in this agreement. I/We also acknowledge that I/We have been invited to ask questions about the relevant laws and regulations, commission and fees schedules as well as the Risk Disclosure Statement in Clause 8 of this Agreement for Securities Margin Trading. I/We have satisfied with the explanations and clarifications provided to me/us. I/We hereby declare that I/we am/are willing and capable of fulfilling the duties and obligations as specified in this Agreement.

本人/吾等已仔細審閱并理解此保證金帳戶客戶協議書的全部內容。本人/吾等的以下簽名表明客戶完全同意和接受此保證金帳戶客戶協議書的全部條款和細節，本人/吾等并在此聲明，本人/吾等接受弘富投資的提醒，可以詢問有關證券買賣的相關法律法規、佣金費用和此協議第8條中有關風險披露聲明等問題。本人/吾等充分理解弘富投資對相關問題的解釋和說明，本人/吾等有能力并願意履行承擔此協議書規定的權利和義務。

Authorized Signature(s) by Individual Client(s) 個人客戶簽名

X
(All account holders of joint account must sign jointly. 所有聯名客戶必須簽署)

Signatory Name(s) 簽署人姓名		S.V.
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Authorized Signature(s) by Corporate Client 公司客戶簽名

X
(Authorized Signature(s) with company chop 公司印章及授權簽名)

Name of Authorized signature(s) 授權簽署人姓名		S.V.
--	--	------

SIGNED by Witness 見證人簽署

I, the undersigned, have witnessed the signature and inspected the original identity documents of the above-named client.

本人已見證及驗證上述客戶之簽署及有關其身分證明文件之正本。

Signature of Witness 見證人簽署:

X

Name of Witness 見證人姓名		S.V.
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SIGNED and DECLARED by Licensed Representative who has explained to the Client the Risk Disclosure Statements in Clause 8 of this Agreement for Securities Margin Trading.

持牌代表向客戶解釋此保證金帳戶客戶協議第8條中的風險披露聲明及簽署。

X

Name 姓名		S.V.
CE Number 持牌代表 中央編號:		

FOR OFFICE USE ONLY 此部分由本公司填寫

Prepared By IR/CSO

Checked By OPP

Date:

Date: