



Margin Facility and Margin Requirements

保證金信貸及保證金規定

These terms for Securities margin financing are supplemental to the Client's Agreement between CNI Securities Group Limited (hereinafter as "You") and me/us. Terms defined in the Client's Agreement shall have the same meaning when used here.

此等證券保證金信貸條款為本人(等)跟中國北方證券集團有限公司(以下簡稱「貴公司」)訂立之客戶協議之補充條件及條款。於客戶協議的定義的詞語在此將具相同的意義。

Unless otherwise agreed by you in writing, any Margin Facility made available by you to me/us from time to time at my/our request shall be subject to the following terms and conditions: 除非 貴公司另有書面同意, 貴公司按 本人(等)所要求而向本人(等)不時提供的任何保證金信貸(以下簡稱「保證金信貸」)須受下述之條件及條款(以下簡稱「該協議」)約束:

- (a) I/We hereby authorize you to open and maintain in my/our name one or more Account(s) through which the Margin Facility is made available ("the Margin Account(s)"). For such Margin Account(s), you will provide financial accommodation to facilitate the subscription of new issue of Securities, the acquisition of listed Securities and, where applicable, for continued holding of those Securities. You are authorized to draw on the Margin Facility any amount due to you in respect of any of my/our Transactions. I/We will not be able to withdraw funds under the Margin Facility unless with your consent.
本人(等)授權 貴公司以本人(等)的名義開立及維持一個或多個戶口, 透過該等戶口向本人(等)提供保證金信貸(以下簡稱「保證金信貸戶口」)。就該(些)保證金信貸戶口, 貴公司可提供利便認購新發行之股票、取得上市證券或繼續持有(如若適用)該等證券的財務通融。 貴公司獲授權從保證金信貸中提取本人(等)就任何本人(等)的交易欠付 貴公司等的金額。本人(等)將不能根據此信貸安排提取款項, 除非得到 貴公司同意。
- (b) I/We will deposit initial margin and/or additional margin ("Margin") with you in such form and amount and within such time as you may require from time to time and at any time. You reserve the right to vary any margin requirements as you may consider appropriate.
在所有有關時間內, 保證金及抵押的形式及價值均必須依照 貴公司所指明。本人(等)並且須要依據 貴公司不時訂立的要求提供適量之保證金。
- (c) Interest (and default interest) shall be payable on any amount outstanding under the Margin Facility at such rate and in such manner as you may from time to time determine and notify to me/us and shall accrue from day to day on the daily amounts outstanding.
本人(等)須就保證金信貸的任何欠款支付每日欠款金額逐日計算的利息(及因欠繳而須支付的利息), 利率及支付方式由 貴公司不時決定並通知本人(等)。
- (d) I/We agree to maintain such Margin and shall on demand pay such additional Margin by means of cash, securities or in such form and/or amounts and within such time as may be determined by you to be payable by me/us or by you on my/our behalf in respect of such margin or any other payment in connection with any transaction in securities entered into on my/our behalf or entered into with me/us (as the case may be) under the terms of this Agreement.
本人(等)同意依照 貴公司的要求維持該保證金, 並以現金、證券或按 貴公司確定的形式及/或金額, 在 貴公司確定的時間追加支付保證金, 以補償本人(等)或 貴公司代本人(等)就該保證金而應該支付的款項, 或配合本協議條款下代表本人(等)訂立或與本人(等) 訂立(視乎情況而定)任何證券交易而進行的任何其他付款。
- (e) The time for payment of any Margin is of the essence and if no other time is stipulated by you when making a demand then I am/ we are required to comply with such demand before the expiry of two hours from the time of making the demand (or earlier if required by you to do so). I/We also agree to pay immediately in full and on demand any amount owing with respect to any of your accounts. All initial and subsequent deposits and payments for margin and other purposes shall be made in cleared funds and in such currency and in such amounts as you may in your sole discretion require.
支付任何保證金的時間為關鍵要素, 如果 貴公司提出付款要求時未規定其他時間, 則本人(等)應於該要求提出之時起計 2 個小時內(或按 貴公司規定的更早時間)執行該要求。本人(等)亦同意於 貴公司要求時立即全額支付就 貴公司任何帳戶所欠之任何金額。 凡就保證金所作的首筆及隨後存款和付款, 一律應為已過數的資金, 且 貴公司有絕對對情權規定貨幣種類及金額。
- (f) Notwithstanding Clauses b and d, in the event that it is, in the sole opinion of you, impracticable for you to make demands for additional Margin pursuant to Clause d, including but without limitation, if the impracticability is due to a change or development involving a prospective change:
縱然第 b 及 d 條已有規定, 當 貴公司單方面認為按照第 d 條提出支付額外保證金要並不可行, 當中包括但不限於, 若不可行是由於下列的轉變或發展已經或可能出現:
- (i) In the local, national or international monetary, financial, economic or political conditions or foreign exchange controls which has resulted or is in your opinion likely to result in a material or adverse fluctuation in the stock market, currency market, commodities or futures market in Hong Kong and/or overseas, or 本地、國際、國際金融體系、財經、經濟或政治環境或外地管制的狀況, 而此等已經或可能出現的轉變或發展已構成或 貴公司認為可能構成對香港及/或海外證券市場的重大或不良波動; 或
- (ii) which is or may be of a material adverse nature affecting the condition or operations of me/us, 此等已經或可能出現的轉變或發展已經或可能在性質上嚴重影響本人(等) 的狀況或運作;
- you shall be deemed to have made Margin calls for such form and/or amounts as you may determine and such Margin shall become immediately due and payable by me/us. 貴公司應被視作已經按照 貴公司決定方式及/或金額提出保證金追收, 而該等保證金已經到期, 本人(等)須即時繳付。
- (g) You shall be entitled to revise Margin requirements from time to time in your absolute discretion. I/We shall be granted financial accommodation of up to such percentage as may be agreed from time to time of the market value of the collateral maintained with you. No previous Margin requirements shall establish any precedent and revised requirements once established shall apply to existing positions as well as to the new positions in the contracts affected by such revision.
貴公司有絕對對情權不時更改保證金要求。本人(等)將獲得的財務通融, 款額可為 貴公司所持抵押品市值的某一百分比, 該百分比由雙方不時協定。先前的保證金要求一律不作為不變之先例, 合約下的新持仓均會立即受此更改所影響。
- (h) For the avoidance of doubt, failure by me/us to meet Margin calls made by you by the time prescribed by you or otherwise or any other accounts payable hereunder shall give you the right (without prejudice to other rights) to close the Account(s) and/or to close out any position in the Account(s) (as the case may be) without notice to me/us and to dispose of any or all securities held for or on behalf of me/us and to apply the proceeds and any cash deposit(s) to pay you all outstanding balances owing to you. Any monies remaining after that application shall be refunded to me/us.
為避免疑問, 本人(等)如未按 貴公司規定的時間或其他時間應 貴公司催促追加支付保證金或支付本協議任何其他應付賬, 貴公司即有權(並且無損其他權利)終止賬戶及/或將賬戶內任何持仓予以平倉(視乎情況而定)而不必通知本人(等), 並有權出售為本人(等)或代本人(等)所持的任何或全部證券, 用所得款項及任何現金或任何現金存款支付本人(等)欠 貴公司的一切金額。餘下的款項將退還本人(等)。
- (i) Nothing in this Agreement shall be construed as depriving or affecting any lawful claim, lien or other rights and remedies which you may have in respect of any money held in any of my/our bank account(s) or in respect of any money received or paid into such account(s).
本協議的任何規定都不應解釋為剝奪或影響 貴公司對本人(等)任何銀行賬戶所存任何款項或對該銀行賬戶所收到或獲支付的任何款項可擁有的任何合法索償權、留置權或其他權利及補救權。
- (j) For the avoidance of doubt, if a debit balance arises on any of my/our Account(s), you shall not be, nor shall you be deemed to be, obliged to make available or continue to make available any financial accommodation. In particular, but without limitation, the fact you permit a debit balance to arise in any Account(s) so debited shall not imply any obligation on the part of you to advance monies or incur any obligation on my/our behalf on any subsequent occasion, but with prejudice to the obligation of me/us in respect of any debit balance which you do permit to arise.
為避免疑問, 如果本人(等)的任何賬戶出現借方結餘, 貴公司無義務而且不應被視為有義務提供或繼續提供任何其他財務通融。特別是(但不僅限於此), 貴公司允許任何賬戶出現借方結餘, 不應視為暗指 貴公司有任何義務在任何隨後的情況下提供墊款或代本人(等)承擔任何責任, 而本人(等)對 貴公司所允許出現的任何借方結餘應有的責任並不因此而受影響。
- (k) The parties agree that any securities deposited with, or otherwise provided by or on behalf of me/us to, you shall be securities collateral in favour of you.
協議雙方同意任何由本人(等)存入或以其他方式提供或代本人(等)存入或提供予 貴公司的證券應為給予 貴公司之證券抵押品。
- (l) In consideration of the Margin Facility, you now have my/our written authority ("Client Securities Standing Authority") under section 7 of the Securities and Futures (Client Securities) Rule to:
本人(等)現根據 [證券及期貨(客戶證券) 規則] 第 7 條以書面授權 貴公司:
- (i) deposit any of my/our Securities with a banking institution as collateral for an advance or loan made to you, or with the Clearing House as collateral for the discharge of your obligations under the clearing system.
將本人(等)的任何證券存放在銀行機構, 作為 貴公司所獲墊支或貸款的抵押品, 或者存放在中央結算, 作為履行 貴公司在結算系統下之責任的抵押品;
- (ii) borrow or lend any of my/our Securities, and/or 借貸本人(等)的任何證券; 及/或

(iii) deposit any of my/our Securities collateral with HKSCC as collateral for the discharge and satisfaction of the Company's settlement obligations and liabilities. I/We understand that HKSCC will have a first fixed charge over my/our Securities to the extent of your obligations and liabilities.

將任何本人(等)的證券抵押品存於香港中央結算有限公司(香港結算)，作為解除 貴公司在交收上的責任和清償 貴公司在交收上的法律責任的抵押品。本人(等)亦明白在此情況下香港結算將會是第一固定抵押形式受惠人。

Apply or deposit any of my/our Securities collateral in accordance with the above 3 authorization if you provide financial accommodation to me/us in the course of dealing in Securities and also provides financial accommodation to me/us in the course of any other regulated activity for which you are licensed or registered.

如 貴公司在進行證券交易及 貴公司獲發牌或獲註冊進行的任何其他受規管活動的過程中向本人(等)提供財務通融，即可按照上述三項授權所述運用或存放任何本人(等)的證券抵押品。

I.1 Each of the above specified Client Securities Standing Authority is valid for a period of 12 months from the date of this Agreement, subject to renewal by me/us or deemed renewal under the Client Money Rules or Client Securities Rules (as the case may be) referred to in Clause I.3.

上述授權受第 I.3 條指明按照客戶證券規則由客戶續期或當作已被續期所制約下，客戶證券常設授權的有效期為十二個月，自本協議書之日起計。

I.2 Each of the Client Securities Standing Authority may be revoked by giving the Company written notice addressed to the Customer Service Officer at your address specified in this agreement or such other address which you may notify me/us in writing for this purpose. Such notice shall take effect upon the expiry of 14 days from the date of your actual receipt of such notice.

本人(等)可以向 貴公司客戶服務部列明於賬戶開立表格內的公司地址或該等 貴公司為此目的可能以書面方式通知的其他地址，發出書面通知，撤回客戶證券常設授權。該等通知之生效日期為 貴公司真正收到該等通知後之 14 日起計。

I.3 I/We understand that each of the Client Securities Standing Authority shall be deemed to be renewed on a continuing basis without my/our written consent if you issue me/us a written reminder at least 14 days prior to the expiry date of the relevant authority, and I/we do not object to such deemed renewal before such expiry date.

本人(等)明白 貴公司若在客戶證券常設授權的有效期屆滿 14 日之前，向本人(等) 發出書面通知，提醒本人(等)有關的常設授權即將屆滿，而本人(等)沒有在該等常設授權屆滿前反對該等常設授權續期，客戶證券常設授權應當作不需要本人(等)的書面同意下按持續的基準已被續期。

During the subsistence of this authority, you may do any of these things without giving notice to me/us. You are accountable to me/us for the return of any securities borrowed, lent or deposited under this authority.

在此授權有效期內， 貴公司可以進行上述的各項運作，而無須另發通知給本人(等)。本人(等)理解此授權可引至第三者對本人(等)存放於 貴公司的證券有所有權，而 貴公司同時要確保該等證券可歸還給本人(等)。

(m) This Addendum shall form part of the Client's Agreement

此附錄為客戶協議書之一部份

(n) Rick Acknowledgement

風險了解確認

My/our attention has been drawn to the risk regarding the arrangement mentioned above as follows:

本人(等)收到了有關上述安排的風險披露：

I am/we 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 me/us or to allow my/our securities or securities collateral to be lent to or deposited as collateral with third parties. The licensed or registered persons have explained to me/us the purpose for which one of these authorities is to be used.

現時並無任何法例規定本人(等)必須簽署這些授權書。然而，持牌人或註冊人可能需要授權書，以便例如向本人(等)提供保證金貸款或獲准將本人(等)的證券或證券抵押品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已向本人(等)闡釋將為何種目的而使用授權書。

If I/we sign one of these authorities and my/our securities or securities collateral are lent to or deposited with third parties, those third parties will have a lien or charge on my/our securities or securities collateral. Although the licensed or registered person is responsible to me/us for securities or securities collateral lent or deposited under my/our authority, a default by them could result in the loss of my securities or securities collateral.

倘若本人(等)簽署授權書，而本人(等)的證券或證券抵押品已借出予或存放於第三方，該等第三方將對本人(等)的證券或證券抵押品具有留置權或作出押記。雖然有關持牌人或註冊人根據本人(等)的授權書而借出或存放屬於本人(等)的證券或證券抵押品須對本人(等)負責，但有關持牌人或註冊人的違責行為可能會導致本人(等)損失本人(等)的證券或證券抵押品。

A cash account not involving the provision of financial accommodations or securities borrowing and lending is available from most licensed or registered persons. If I/we do not require margin facilities or do not wish my/our securities or securities collateral to be lent or pledged, I/ we can choose not to sign this addendum and ask you 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財務通融或借貸的現金帳戶。假如本人(等)毋需用保證金貸款，或不希望本身證券或證券抵押品被借出或遭抵押，則不用簽署此附加條款，並應要求開立該等現金帳戶。

DECLARATION BY CLIENT

客戶聲明

The Client acknowledges that the Risk Disclosure Statement was provided in a language of Client's own choice (English or Chinese) and the Client was invited to read the Risk Disclosure Statement, to ask questions and take independent advice if the Client wishes.

客戶確認已按照客戶選擇的語言(英文或中文) 獲得風險披露聲明及已獲邀閱讀該風險披露聲明、提出問題及徵求獨立的意見 [如客戶有此意願] 。

*Signed by :

申請人簽署:

Name of Client in block letters:

客戶姓名(請用正楷字體填寫):

Date:

日期:

DECLARATION BY STAFF

職員聲明:

I, a licensed or registered person, declare that I have provided the above Client with a copy of the Risk Disclosure Statement in a language of the Client's choice (English or Chinese and invited the Client to read the Risk Disclosure Statement referred to in clause 23 of the Client's Agreement, ask questions and take independent advice if the Client so wishes.

本人，以持牌人或註冊人身份，確認本人已按照客戶選擇的語言(英文或中文) 提供風險披露聲明及提示客戶閱讀客戶協議書條款 23 條該風險披露聲明、亦邀請客戶如有需要可以提出問題及徵求獨立的意見。

Signed by:

簽署:

Name of licensed or registered person in block letters:

持牌人或註冊人(請用正楷字體填寫):

CE No./中央編號:

Date:

日期: