

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 Client Services Agreement entered into by Plutus Securities Limited ("the Company") and _____ ("the Client") whereby the client's account is allowed to conduct margin trading ("Margin account") and the Company agrees to grant credit facilities ("Facility") to the client at the client's request for the client's transactions where any conflict arises between the Client Services 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）是貝德斯證券有限公司（下稱「公司」）與 _____（下稱「客戶」）簽定的客戶服務協議書的補充文件，據此客戶的帳戶獲准進行保證金交易（下稱「保證金帳戶」），而公司同意按客戶的要求就客戶的交易向客戶提供信貸融通（下稱「信貸融通」）。若該客戶服務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 Client Services 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，其含意與該客戶服務協議書所使用的相同。

1.2 References to "Account" in the Client Services Agreement is deemed to include the Margin Account as established pursuant to this Margin Client Agreement.

凡在該客戶服務協議書內所指「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 Client 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 Affiliated Company or nominees, or transferred to or held by any other person in circumstances where the Company accepts the same as security for the Client's obligations under the Client Services Agreement. The Collateral shall include those monies and securities that shall come into the possession, custody or control of the Company or any Affiliated Company 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客戶服務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 Client irrespective of the amount of the Client’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 Client 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通融）。

2 Margin Facility 保證金的信貸融通

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

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客戶服務協議書的條款（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 Client a 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 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 Client in excess of the Credit Limit and the Client agrees that the Client 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 authorized by the Client to draw on the facility to settle any amounts due to the Company or any Affiliated Company in respect of the Client’s purchase of securities, margin maintenance obligations for any positions required by the Company or any Affiliated Company, or payment of any commission or other costs and expenses owing to the Company or any Affiliated Company, including costs any expenses that may be incurred in connection with the realization 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 Client. In particular, the Client understands

that the Company may not provide any Facility to the Client 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 Client 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 Client's financial condition or in the financial condition of any person which might adversely affect the Client's ability to discharge the Client's liabilities or perform the Client'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仕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
- (iii) 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 Client'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 Client shall not without the prior written consent of the Company be entitled to withdraw any Collateral in part or in whole from the Client'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及事先未經公司書面同意， 客戶無權從客戶的帳戶中提取任何部份或全部抵押品。

2.6 The Client 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 form 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 endeavors to contact the Client promptly by phone on the telephone numbers notified by the Client to the Company and/or by sending to the Client a Margin Call notice by post, fax or otherwise. The Client agrees that it shall be deemed properly notified of the Margin Call even if the Company fails to contact it by phone or the Client 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帳戶內（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 Client to comply with Clause 2.6 of this Margin Client Agreement will constitute an Event of Default under Clause 6 of the Client Services Agreement and will entitle the Company to close out or liquidate in any manner any of all securities of in Client's Account without notice to the Client.

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， 將構成該客戶服務協議書第 6 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 Client. 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 Client 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 Client with the Company or any Affiliated Company.

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帳戶或客戶在公司或任何聯屬公司開設的任何其他帳戶中扣除。

2.9 The Client 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帳戶，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 Client, as beneficial owner, charges in favour of the Company 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 ("the 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 Client to the Company or any Affiliated Company, or for which the Client may be or become liable to the Company or any Affiliated Company 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 Affiliated Company.

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士及不論以任何名義、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或有的負債和義務，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（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 Client to the Company and/or any Affiliated Company and notwithstanding the closing of any the Client's accounts with the Company 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 the Company or any Affiliated Company on any account or otherwise.

押記為持續抵押，不論客戶欠負公司及/或任何聯屬公司的帳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帳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帳戶；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 Client represents and warrants that the Collateral is legally and beneficially owned by the Client, that the Client is entitled to deposit the Collateral with the Company or any Affiliated Company, 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 Client Services Agreement and the full performance of the Client's obligations under the Margin Facility Terms, the Company will at the Client's request and expense release to the Client all the rights, title and interests of the Company in the Collateral and will give such instructions and directions as the Client may require in order to perfect such release.

根據該客戶服務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 Client 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 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 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債能力、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 Client 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），或如果任何人仕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 Client by way of security irrevocably appoints the Company 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 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 Client agrees that the Company may dispose of any Collateral without notice to the Client 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)：

- (i) the Client's obligation to maintain the Margin Ratio, or

履行客戶維持保證金比率，或

- (ii) any liability of the Client to repay or discharge the Facility, or
履行客戶付還或解除信貸融通，或
- (iii) any liability of the Client 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
- (iv) any liability owed by the Client 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 Client agrees that in the event of any sale pursuant to the Client Services 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，若根據該客戶服務協議書或保證金的信貸融通條款作出任何出售，公司將以其絕對酌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 Client's liabilities under the Margin Facility Terms, the Client 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，客戶承諾按要求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予以償還，公司可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：

- (i) the withdrawal or non-renewal of the Client'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 Clauses 18 of the Client Services 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 18 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 Client 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 Affiliated Company 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 Affiliated Company 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 Client or any other person whether by the Company or any Affiliated Company;
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 Client 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 Client;
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 Client 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 Client;
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）不符合有關人仕的利益或不論由於任何其他原因未經任何人仕正式授權、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 Client'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 Client 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 Client confirms that the Client has read, understands and agrees to terms of this Margin Client Agreement, which have been provided to the Client in a language that the Client 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 Client 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 Client 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 Clients:

如屬個人帳戶客戶及聯名帳戶每個客戶：

I am the spouse of another margin customer of the Company (Please “✓” 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“✓”號)。

Yes, details as below: 是, 詳情如下: No 不是

Name of spouse:

Account No:

配偶姓名: _____

帳戶號碼: _____

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 “✓” 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“✓”號)。

Yes, details as below: 是, 詳情如下: No 不是

Name of account:

Account No:

帳戶名稱: _____

帳戶號碼: _____

In the case of corporate account Clients:

如屬公司帳戶客戶:

We are members of the same group of companies as another margin customer of the Company (Please “✓” 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“✓”號)。

Yes, details as below: 是, 詳情如下: No 不是

Name of account:

Account No:

帳戶名稱: _____

帳戶號碼: _____

10.2 I/We agree from time to time to notify you in writing of any amendments to the information above. I/We also certify that to the best of my/our knowledge, information and belief that the information above is true and correct, 我/我們/本公司同意以書面不時通知公司有關上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, 上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 (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 Client 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 Client or the Client’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 Client (Primary Client)

個人客戶 (第一客戶)

Client Signature 客戶簽署

Client Name 客戶姓名: _____

Date 日期: _____

In the presence of Witness 見證人面前

Witness Signature 見證人簽署

Witness Name 見證人姓名: _____

Witness Occupation 見證人職業: _____

Address 地址: _____

Date 日期: _____

Corporate Client

公司客戶

Authorized Signature(s)

授權簽署

Name of Authorized Signatory(ies) 授權簽署姓名: _____

Date 日期: _____

Accepted for and on behalf of

Plutus Securities Limited

謹此代表貝德斯證券有限公司接受本協議書

Authorized Signature 授權簽署

Date 日期: _____

Individual Client (Secondary Client)

個人客戶 (第二客戶)

Client Signature 客戶簽署

Client Name 客戶姓名: _____

Date 日期: _____

In the presence of Witness 見證人面前

Witness Signature 見證人簽署

Witness Name 見證人姓名: _____

Witness Occupation 見證人職業: _____

Address 地址: _____

Date 日期: _____

In the presence of Witness 見證人面前

Witness Signature 見證人簽署

Witness Name 見證人姓名: _____

Witness Occupation 見證人職業: _____

Address 地址: _____

Date 日期: _____

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

To: Plutus Securities Limited
致: 貝德斯證券有限公司

STANDING AUTHORITY 常設授權書

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 Futures (Client Securities) 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於第三者之權利, 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 not more than 12 months and shall expire on 31-December each year. I/We understand that this

standing authority may be revoked by giving you written notice. Such notice shall take effect upon the expiry of 14 days from the date of your actual receipt of such notice.

此常設授權書有限期不超過 12 個月，並於每年 12 月 31 日屆滿。本人/吾等明白本人/吾等可以向貴公司發出書面撤銷此常設授權書。該等通知之生效期為貴公司真正收到該等通知日期 14 日後起計。

I/We understand that this standing authority may be deemed to be renewed on a continuing basis without my/our consent if you issue me/us a written reminder at least 14 days prior to the expiry date of this standing authority, and I/we do not object to such expiry date.

本人/吾等明白貴公司若在此常設授權書的有效期屆滿前 14 日，向本人/吾等發出書面通知，提醒本人/吾等此常設授權書即將屆滿，而本人/吾等沒有在此授權屆滿前反對此授權續期，此授權書應當作在不需要本人/吾等的書面同意下按持續的基準已被續期。

In the event of any difference in interpretation or meaning between the Chinese version and English version of this standing authority, I/we agree that the English version shall prevail.

倘若此授權書的中文本與英文本在解釋或意義方面有任何異議，本人/吾等同意以英文本為準。

I/We acknowledge that this standing authority and re-pledging practice of your Company has been fully explained to me/us and I/we understand and agree with the contents of this standing authority.

本人/吾等就此常設授權書的內容及貴公司轉按政策獲得解釋，並且本人/吾等明白及同意此授權書的內容。

Yours faithfully,

Client Signature 客戶簽署

Date 日期: _____

Client Name 客戶姓名: _____

Account No. 客戶號碼: _____

Risk Disclosure Statements 風險披露聲明

These Risk Disclosure Statements do not disclose all the risks and other significant aspects of any transactions or services. The Client should therefore carefully consider whether the transactions entered into directly by the Client are suitable in light of the Client's investment objectives, financial circumstances, tolerance to risks and the Client's investment experience. In considering where to trade or invest, the Client's should inform himself and be aware of the risks generally, and in particular should note the following:

本風險披露聲明並無披露任何交易或所提供服務的全部風險及其他重大方面，因此客戶應審慎考慮，由客戶直接達成的交易就客戶的投資目標、財務狀況、風險承受能力及投資經驗而言是否適合。在考慮是否進行交易或投資時，客戶應從整體上知悉並瞭解有關風險，尤其應注意以下事項：

RISK OF SECURITIES TRADING 證券交易的風險

The prices of securities can and does fluctuate, sometimes dramatically. The price of a security may move up or down, and may even become valueless. It is as likely that losses may be incurred rather than a profit made as a result of buying and selling securities. 證券價格可能會出現波動，而且實際上也的確會出現波動，有時甚至會出現大幅波動。任何一項證券的價格都會有升有跌，甚至可能會失去全部價值。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. The Client may sustain losses in excess of the Client's 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. The Client may be called upon on short notice to make additional margin deposits or interest payments. If the Client required margin deposits or interest payments are not made within the prescribed time, the collateral of the Client may be liquidated without the Client's consent. Moreover, the Client will remain liable for any resulting deficit in its account and interest charged on its account. 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可能極大。客戶所蒙受的虧蝕可能會超過客戶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。客戶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。假如客戶未能在指定的時間內支付所須的保證金款額或利息，客戶的抵押品可能會在未經客戶的同意下被出售。此外，客戶將要為客戶的帳戶內因此而出現的任何欠款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客戶。

RISK OF PROVIDING AN AUTHORITY TO REPLEDGE THE CLIENT'S SECURITIES COLLATERAL ETC. 提供將客戶的證券抵押品等再質押的授權書風險

There is risk if the Client provides the licensed or registered person with an authority that allows it to apply the Client's securities or securities collateral pursuant to a securities borrowing and lending agreement, repledge the Client's securities collateral for financial accommodation or deposit the Client's 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，或客戶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 the Client's securities or securities collateral are received or held by the licensed or registered person in Hong Kong, the above arrangement is allowed only if the Client consents in writing. Moreover, unless the Client is a professional investor, the Client's 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，則上述安排僅限於客戶已就此給予書面同意的情況下有效。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，而該段有效期不得超過 12 個月。若客戶是專業投資者，則有關限制並不適用。

Additionally, the Client's authority may be deemed to be renewed (i.e. without the Client's written consent) if the licensed or registered person 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 Client's then existing authority. The Client is 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 the Client or to allow the Client's securities or securities collateral to be lent to or deposited as collateral with third parties. The licensed or registered person should explain to the Client the purposes for which one of these authorities is to be used.

此外，假如客戶的持牌人或註冊人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已續期的提示，而客戶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，則客戶的授權將會在沒有客戶的書面同意下被視為已續期。現時並無任何法例規定客戶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(舉例來說)向客戶提供保證金貸款或獲准將客戶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應向客戶闡釋將為何種目的而使用授權書。

If the Client signs one of these authorities and the Client's securities are lent to or deposited with third parties, those third parties will have a lien or charge on the Client's securities. Although the licensed or registered person is responsible to the Client for securities or securities collateral lent or deposited under the Client's authority, a default by it could result in the loss of the Client's securities or securities collateral. A cash account not involving securities borrowing and lending is available from most licensed or registered persons. If the Client does not require margin facilities or does not wish the Client's securities or securities collateral to be lent or pledged, does not sign the above authorities and ask to open this type of cash account.

倘若客戶簽署授權書，而客戶的證券或證券抵押品已借出予或存放於第三方，該等第三方將對客戶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客戶的授權書而借出或存放屬於客戶的證券或證券抵押品須對客戶負責，但上述持牌人或註冊人的違責行為可能會導致客戶損失客戶的證券或證券抵押品。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。假如客戶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記錄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。

The Client 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.

客戶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，意味著創業板較適合

專業及其他資深投資者。

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.

關於創業板股票的當期資料僅可見於香港聯合交易所有限公司所運營的互聯網網站。創業板公司通常毋須在憲報指定的報章刊登付費公告。

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

倘若客戶未能確定或不明白本風險披露聲明的任何內容或者創業板股票買賣的性質及其涉及的風險，客戶應尋求獨立的專業意見。

RISK OF TRADING NASDAQ-AMEX SECURITIES AT THE STOCK EXCHANGE OF HONG KONG LIMITED 於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 (the “PP”) are aimed at sophisticated investors. The Client should consult your dealer and become familiarized with the PP before trading in the PP securities. The Client should be aware that the 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資深投資者而設的。客戶於買賣該試驗計劃的證券前，應先諮詢交易商的意見並熟識該試驗計劃。客戶應知悉，按照該試驗計劃掛牌買賣的證券並非作為香港聯合交易所有限公司主板或創業板的第一或第二上市證券而受到監管。

RISK OF CLIENT ASSETS RECEIVED OR HELD OUTSIDE HONG KONG 於香港以外地方收取或持有的客戶資產的風險

The Client’s 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’s assets may not enjoy the same protection as that conferred on Client’s 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，是受有關海外司法管轄區的適用法律及規例所監管的，而該等法律及規例可能有別於《證券及期貨條例》(第 571 章)及據此制訂的規則。因此，有關客戶的資產可能不享有與在香港收取或持有的客戶資產所享有的相同保障。