



国信证券(香港)经纪有限公司(“国信香港”)经营的是证券及就证券提供意见和期货交易及就期货交易提供意见的业务,并根据证券及期货条例获发牌经营第1类(证券交易)、第2类(期货交易)、第4类(就证券提供意见)及第5类(就期货提供意见)受规管活动(中央编号: AUI491)。

附属协议: 保证金账户协议书

本保证金账户协议书附录于本公司与客户所签订的证券客户协议书(“客户协议书”)以作为其补充。本保证金账户协议书允许以客户的账户进行保证金买卖(“保证金账户”),而本公司根据本保证金账户协议书同意客户的要求给予客户及/或继续向其提供信贷资金(“融资”),以便客户进行交易。倘客户协议书的条款与本保证金账户协议书的条款相抵触,以本保证金账户协议书条款为准。

1. 定义

1.1 除另有规定外,本保证金账户协议书中界定的词语与客户协议书中界定的词语具有相同的含义。

1.2 在客户协议书中,凡指“账户”者,均视其包括按本保证金账户协议设立的保证金账户。

1.3 “抵押品”指所有现时或此后存放在,或转让予,或促使转让予本公司、其关联公司或代理人持有的属于客户的款项和证券;或本公司接受所有作为客户在本协议项下义务的担保而持有或转让予其他人士的属于客户的款项和证券。上述抵押品应包括由本公司或其关联公司就任何目的而不时持有、保管或控制的款项及证券(其中包括任何附加或替代证券;就任何此等证券或附加证券所支付或应付的股息或利息,以及在任何时候通过赎回、红利、优惠、期权或以其他方式累计或提供的权利、利息、款项或财产)。

2. 保证金融资

2.1 融资乃根据本保证金账户协议书、本公司向客户发出的任何融资函和/或本公司不时指定的其他客户协议书所载明的条款(合称“保证金融资条款”)提供予客户。

2.2 在符合下文第2.4条规定的前提下,本公司可向客户提供融资,其金额最高可达本公司不时通知客户按市值折算的抵押品价值之一个限定百分比(“保证金比率”)。客户应不时按本公司要求,从速及正式签署及交付本公司认为适宜的文书和文档,以便客户能充分行使保证金融资条款下所授予的权利和权力以及尽享条款所带来的全部利益。

2.3 本公司已得到客户之指示和授权,从融资金额中提取款项,以便客户就其所购买的证券付款,或确保客户能履行其对本公司或其关联公司就任何期货、期权持仓量要求之维持保证金的义务,结清客户欠本公司或其关联公司的任何款项,或支付客户欠本公司或其关联公司的任何佣金或其他费用和开支。

2.4 本公司并不承担在任何时候均会向客户提供任何融资的义务。客户尤其理解,若发生下列任何情况,本公司可不向客户提供融资:若客户不履行本协议的任何条款;或本公司认为客户或任何人士的财务状况有或已有严重不利变化,而导致客户对履行其在本协议项下的责任或义务的能力有负面影响;或提供垫款将会超出适用的保证金比率;或本公司按其绝对酌情认为,为了保障本公司,不提供融资是审慎或适宜的做法。

2.5 只要客户对本公司仍有任何负债存在,本公司有权任何时候或不时拒绝客户提取任何或所有抵押品,而客户不应在未经本公司事先书面同意下从客户账户中提取部分或全部抵押品。

2.6 客户应根据本公司要求,按本公司所指定之金额、形式及时间,交付本公司按绝对酌情决定权确定为必要的定金、保证金、证券及/或其他抵押品,以便就其融资提供足够的担保。客户应将所需支付的任何款项在资金到期日同日中午12时前存入本公司指定的账户。

2.7 客户若未能遵守本保证金账户协议书第2.6条将构成客户协议书第14.11条下的违约事件。

2.8 客户同意按本公司不时通知客户的利率,就本公司给予客户的融资金额按日付息。本公司可将此项利息费用从客户在本公司或其关联公司所开立的保证金账户或其他账户中扣除。

3. 押记

3.1 作为实益拥有人,客户为本公司之利益,以第一个定押记方式对客户在全部抵押品中的有关权利、所有权、利益和权益设定抵押(“押记”),以便持续地担保客户按其要求而须支付和清偿现在或此后任何时候应由客户向本公司或其关联公司应付的、或客户对本公司或其关联公司所招致在保证金融资条款项下的所有绝对或未确定款项和负债,以及履行现在或此后任何时候应由客户向本公司或其关联公司履行在保证金融资条款项下的所有义务;或支付和清偿客户就任何账项或以任何方式(不管单独或连同任何其他人士及不管以什么名义、形式或方式)可能须向或将向本公司或其关联公司负责支付的该等款项和负债,以及履行客户就任何账项或以任何方式(不管单独或连同任何其他人士及不管以什么名义、形式或类型)可能须向或将向本公司或其关联公司负责支付的该等义务;并担保客户按客户要求而须支付和清偿自该要求提出日期起至还款日期止的应计利息以及在本公司或其关联公司的记录中载明的任何佣金、法律费及其他费用、收费和开支。

3.2 尽管客户有中途支付或结算账款或清偿客户欠本公司及/或其关联公司的全部或部分款项,以及尽管客户取消其在本公司开立的账户并随后重新单独或连同其他人士开立账户,抵押应为一项持续性的担保,该抵押将包括客户目前就有关其任何账户中欠付本公司及/或其关联公司的全部或任何结余款项。

3.3 客户说明并保证:抵押品乃由客户合法和实益地拥有;客户有充分权利将证券存放给本公司或其关联公司;抵押品现时及将来均不会被设定任何种类的留置权、抵押或产权负担,并且不会受制于任何认购权;并会及将会缴付抵押品中所包含任何股票、股份及其他证券有关的款项。

3.4 当客户不可撤销地缴足客户协议书项下可能或须支付的所有款项以及完全履行保证金融资条款下的义务后,本公司将应客户要求并在客户支付所需费用的情况下,解除本公司在抵押品中的所有权利、所有权和权益,并会应客户要求发出指示和指引,以便能成功地解除担保。

3.5 在可执行押记之前,

(1) 本公司将有权在仅给予客户通知的情况下行使与抵押品有关的投票权及其他权利,以保障抵押品的价值;及

(2) 除本保证金账户协议书另有规定,客户可指示行使附于抵押品或与抵押品有关的其他权利,但其作出该项指示所采取的方式不得与客户在保证金融资条款项下的义务相抵触或在任何情况下可能影响本公司有关于抵押品的权利。

4. 授权书

4.1 客户担保不可撤销地委任本公司为客户的受托人，代表客户并以客户名义作出所有行为及办理所有事情，以及签署、盖印、签立、交付、完成及办理所有可能需要的契据、文书和文档以及作出所有可能需要的行为及办理所有可能需办的事情，以便客户可以履行保证金融资条款订明的任何义务，并使本公司可一般地行使以或根据保证金融资条款或法律向其授予的有关权利和权力，包括(但不限于)：

- (1)就任何抵押品执行任何转让或转易；
- (2)完成其对任何抵押品的所有权；请求、要求、索求、收取、了结及彻底清偿在抵押品项下或因抵押品而引起的到期或将到期的任何及所有款项及申索的款项；
- (3)提供有效的收据和解除书，并加签与任何抵押品有关的任何支票或其他文书或指令；
- (4)及一般地提出任何申索或采取其认为必要和合宜的任何法律行动或法律程序，以保障在保证金融资条款项下设定的担保。

5. 抵押品的处置

5.1 客户同意，本公司可根据客户协议书或保证金融资条款按其绝对酌情权决定销售或处置任何抵押品；而本公司高级职员在销售时会声明公司可行使销售权，而此声明将是用以证明任何购买人或其他人士取得该出售的任何抵押品的所有权之确凿证据；而与本公司或其代理人进行买卖的任何有关人士不得查究该项销售的情况。

5.2 客户授权本公司可根据客户不时向本公司提供，并根据《证券及期货(客户证券)规则》所设立的常设授权(含经更新或被视为经更新的常设授权)的条文，代表客户处理本公司为客户在香港收取或持有并存放于一个或多个独立账户内的证券(包括因持有并非属本公司之款项而产生之任何利息)。

5.3 客户明白其根据本附表第 5.2 条款载明授权本公司之后，本公司可将客户的证券汇集，将该等证券作为融资和垫款的抵押品存放。第三方可能对客户的证券拥有权利，而在证券可交回客户之前，本公司必须清偿第三方根据其有权利而做出的索求。这样可能会增加客户的证券的风险。

6. 终止融资

6.1 融资须按要求予以偿还，而本公司可按其绝对酌情权决定更改或终止融资。尤其在发生下述任何一项或多项时间，融资将终止：

- (1)客户撤回其根据本保证金账户协议书第 5.2 条款而向本公司授予的授权；
- (2)或在本公司授权期限届满后或被要求对该项授权予以续期时不予以续期；
- (3)或根据客户协议书第 14 条款作出任何终止；而该项终止的任何通知应视为终止融资的通知。

6.2 融资终止后，客户应立即偿还所有未偿还的融资给本公司。

6.3 向本公司偿还欠本公司的所有或任何融资金额，将不构成取消或终止保证金融资条款。

7. 抵押将不受影响

在不损害前述条文的一般性原则下，其押记或所担保的款项在任何情况下均不受以下各方面影响：

- (1)现在及此后由本公司或其关联公司根据保证金融资条款或任何其他原因而持有的任何其他担保、保证或赔偿保证；
- (2)对任何担保、保证或赔偿保证或其他文档作出任何其他更改或修订或予以放弃或解除；
- (3)本公司或其关联公司强制执行或不予强制执行或解除任何担保、保证或赔偿保证或其他档(包括押记)；
- (4)本公司或其关联公司给予客户或任何人士的任何宽限期、宽容、豁免或同意；
- (5)本公司或任何人士有否要求客户支付保证金融资条款下任何的应付款项；
- (6)客户无力偿还、破产、死亡或精神错乱；若本公司与任何其他人士进行合并、兼并或重组；
- (7)或若本公司将全部或任何部分的业务、财产或资产售予或转让予任何人士；
- (8)客户在任何时候对本公司对任何人士存有申索权、抵销权或其他权利；
- (9)本公司与客户任何人士作出的任何安排或妥协；
- (10)与融资或任何担保、保证或赔偿保证(包括押记)有关的任何文件条款不合法、无效或不能予以强制执行或有任何欠妥之处；
- (11)或任何根据或有关此等档或任何担保、保证或赔偿保证(包括押记)下任何一方的权利或义务不合法、无效或不能予以强制执行或有任何欠妥之处，不管是因为超出权限、非合乎有关人士的利益，非由任何人士正式予以授权、执行或交付或基于任何其他原因。



國信證券(香港)經紀有限公司
GUOSEN SECURITIES (HK) BROKERAGE COMPANY, LIMITED

國信證券(香港)經紀有限公司(“國信香港”)經營的是證券及就證券提供意見和期貨交易及就期貨交易提供意見的業務，并根据證券及期貨條例獲發牌經營第1類(證券交易)、第2類(期貨交易)、第4類(就證券提供意見)及第5類(就期貨提供意見)受規管活動(中央編號：AUI491)。

Side Agreement : **MARGIN ACCOUNT AGREEMENT**

This Margin Account Agreement is supplemental and annexed to the Securities Client Agreement (“Client Agreement”) entered into between the Company and the Client where by 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 Agreement and the provisions of this Margin Account Agreement, the provisions of the later shall prevail.

1. Definitions

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

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

1.3 “Collateral” means all monies and Securities of the Client which are now or which shall at anytime here after be deposited with, transferred or caused to be transferred to or held by the Company or its Associates or nominees, or transferred to or held by any other person in circumstances where the Company accepts as security for the Client’s obligations under the Agreement. The Collateral shall include those monies and securities that shall come into the possession, custody or control of the Company or its Associates 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 or offering 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).

2. Margin Facility

2.1 The Facility is extended to the Client in accordance with the provisions set out in this Margin Account Agreement, any facility letter from the Company to the Client and such other Client Agreement as may be specified by the Company from time to time (collectively called “Margin Facility Terms”).

2.2 Subject to Clause 2.4 below, the Company may grant the Client Facility of such amount up to a limited percentage as may be notified to the Client from time to time (“Margin Ratio”) of the mark-to-market value of the Collateral. The Client shall from time to time up on the Company’s request promptly and duly execute and deliver any and all such further instruments and documents as the Company may deem desirable for the purpose of obtaining the full benefit of the Margin Facility Terms and of the rights and powers granted under the same.

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 its Associates in respect of the Client’s purchase of Securities, margin maintenance obligations for any futures and options positions required by the Company or its associates, or payment of any commission or other costs and expenses owing to the Company or its Associates.

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 follow in circumstances should arise:

(i) If the Client is in default of any provisions of the Agreement; or

(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 Agreement; or

(iii) Making an advance would cause the applicable Margin Ratio to be exceeded; or

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

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 Collaterals in part or in whole from the Client’s Account.

2.6 The Client shall on demand from the Company make payments of deposits or margin in monies, Securities and/or other collateral in such amount and in such form and within such time as may be specified by the Company as the Company in its absolute discretion determines necessary to provide adequate security in respect of the Facility. Any payments to be paid by the Client shall be made into a designated account of the Company before 12:00 noon on the due date in same day funds.

2.7 Any failure by the Client to comply with Clause 2.6 of this Margin Account Agreement will constitute an Event of Default under Clause 14.11 of the Client Agreement.

2.8 The Client agrees to pay interest on a daily basis on the amount of credit extended to the Client, at rates notified to the Client by the Company from time to time. Such interest charges may be deducted by the Company from the Margin Account Agreement or any other account of the Client with the Company or its Associates.

3. Charge

3.1 The Client, as beneficial owner, charges in favor 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 (“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 here after may be due, owing or incurred from or by the Client to the Company or its Associates, or for which the Client may be or become liable to the Company or its Associates on any account or in any manner whatsoever (whether alone or jointly with any other person and in whatever name style or form) 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 its Associates.

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 its Associates and not with standing the closing of any of 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 its Associates on any account or otherwise.

3.3 The Client represents and warrants that the Collateral are legally and beneficially owned by the Client, that the Client has good right to deposit the Securities with the Company or its Associates, that the same are and will remain free from any lien, charge or encumbrance of any kind and are not nor shall they be subject to any options and any stocks, shares and other securities comprised in the Collateral are and will be fully paid up.

3.4 Upon irrevocable payment in full of all sums which may be or become payable under the Client Agreement and the full performance of the Client’s obligations under the Margin Facility Terms, the Company will at the Client’s request and expenses 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.

3.5 Until the Charge becomes enforceable,

- (i) the Company will have the right, subject only to giving the Client notice, to exercise voting rights and other rights relating to the Collateral to protect the value of the Collateral; and
- (ii) except as otherwise provided in this Margin Account 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.

4. Power of Attorney

4.1 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):

- (i) to execute any transfer or assurance in respect of any of the Collateral;
- (ii) to perfect its title to any of the Collateral;
- (iii) to ask, require, demand, receive, compound and give a good discharge for any and all monies and claims for monies due or to become due under or arising out of any of the Collateral;
- (iv) to give valid receipts and discharges and to end or se any checks or other instruments or orders in connection with any of the Collateral; and
- (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.

5. Disposal of Collateral

5.1 The Client agrees that in the event of any sale pursuant to the Client Agreement or the Margin Facility Terms, any collateral will be sold or disposed of in the absolute discretion of the Company and 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 favor of any purchaser or other person deriving title to any of the Collateral under the sale and no person dealing with the Company or its nominees shall be concerned to inquire into the circumstances of the sale.

5.2 The Client authorises the Company to deal with the securities held or received by the Company in Hong Kong (including any interest derived from the holding of the securities which does not belong to the Company) on the Client's behalf in accordance with the provisions of any Standing Authority under the Securities and Futures (Client Securities) Rules as may from time to time be given by the Client to the Company or renewed or deemed to be renewed.

5.3 The Client acknowledges that by granting an authorization in Clause 5.2 of this Schedule, the Company can pool the Client's securities and deposit them as collateral for loans and advances. A third party may have rights to the Client's securities which the Company must satisfy before the securities can be returned to the Client. This may increase the risk of the Client's securities.

6. Termination of Facility

6.1 The Facility is repayable on demand and 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:

- (i) the withdrawal of the Client's authorization to the Company as contained in Clause 5.2 of this Margin Account Agreement, or
- (ii) the non-renewal of such authorization in favor of the Company upon expiry or when called upon to do so; or
- (iii) any termination in accordance with Clause 14 of the Client Agreement, and any notice of termination for that purpose shall be deemed to be a notice of termination of the Facility.

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

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.

7. Security Unaffected

Without prejudice to the generality of the foregoing neither the Charge nor the amounts there by secured will be affected in any way by:

- (i) any other security, guarantee or indemnity now or hereafter held by the Company or its Associates in accordance with the Margin Facility Terms or otherwise;
- (ii) any other variation or amendment to or waiver or release of any security, guarantee or indemnity or other document;
- (iii) the enforcement or absence of enforcement or release by the Company or its Associates of any security, guarantee or indemnity or other document (including the Charge);
- (iv) anytime indulgence, waiver or consent given to the Client or any other person whether by the Company or its Associates;
- (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;
- (vi) the insolvency, bankruptcy, death or insanity of the Client;
- (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;
- (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;
- (ix) any arrangement or compromise entered into by the Company with the Client or any other person;
- (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.