

To : Hani Securities (H.K.) Limited
致：恒利證券(香港)有限公司

香港德輔道中七十一號永安集團大廈四〇二室
Rm 402, 4/F., Wing On House, 71 Des Voeux Road Central, Hong Kong
電話 Tel: (852) 2869 1318 傳真 Fax: (852) 2868 0699

Registered with the Securities and Futures Commission ("SFC") as a securities dealer and an exchange participant of Hong Kong Exchanges and Clearing Limited (HKEx).

為證券及期貨事務監察委員會(「證監會」)註冊的證券商以及香港交易及結算所有限公司(「香港交易所」)交易所參與者。

統一保證金客戶協議書

UNIFORM MARGIN CLIENTS AGREEMENT

THIS AGREEMENT is made on the _____ day of _____, 20 _____

本協議訂於_____年_____月_____日

BETWEEN: _____

訂約者 _____

_____, a [Exchange Participant] of Hong Kong Exchanges and Clearing Limited ("HKEx") (hereinafter referred to as "Broker") whose [registered] [principal] office is located at _____; _____ and _____ (hereinafter referred to as then "Client").

_____ - 香港交易及結算所有限公司(「香港交易所」)之[交易所參與者](下稱「經紀」)。

其[註冊][主要]辦事處

設於 _____

_____ ; 及 _____

(下稱「客戶」)。

WHEREAS

鑒於:

- (1) When a stockbroker provides a customer with credit facilities in respect of transactions in securities effected by the stockbroker on behalf of the customer the account which the stockbroker establishes with the customer to record such transactions is said to be margin securities trading account ("margin account");
當證券經紀向客戶就代表客戶進行之證券買賣提供信貸安排，而證券經紀為客戶開立以記錄該等買賣之戶口，稱為保證金證券買賣戶口(下稱「保證金戶口」)；
- (2) The Client is desirous of opening one or more margin accounts with the Broker for the purpose of trading in securities; and
客戶欲於經紀處開立一個或多個保證金戶口，用以進行證券買賣；及
- (3) The Broker agrees that he will open and maintain such margin account(s) and act as an agent for the Client in the purchase and sale of securities subject to the terms and conditions of this Agreement
經紀同意開立及維持該(等)戶口，並以客戶之代理人身份，根據本合約之條款，進行證券買賣。

Now IT IS HEREBY AGREED as follows:-

現雙方協議如下：

1. This Agreement sets out the terms and conditions to which the Client shall be subject upon the Client opening a margin account with the Broker in relation to transactions carried out in connection therewith.
本合約訂定客戶於經紀處開立保證金戶口，並以該戶口進行交易所必須遵行之條款。
2. All transactions in securities made for or on behalf of the Client in Hong Kong shall be subject to the relevant provisions of the constitution, Rules, regulations, bye-laws, customs and usages of the Stock Exchange of Hong Kong (the "Exchange") and of the Laws of Hong Kong as amended from time to time.
一切為或代表客戶在香港進行之證券交易，須受香港聯合交易所有限公司(「聯交所」)之憲章、規則、規例、附例、習俗及慣例中有關之規定約束，亦受制於不時修訂之香港法例。
3. All transactions executed on instructions of the Client on the floor of HKEx shall be subject to a transaction levy and any other levies that HKEx from time to time may impose. The Broker is authorized to collect any such levies in accordance with the Rules prescribed by HKEx from time to time.
依客戶指示在交易大堂完成之一切交易須付交易徵費及由香港交易所不時徵收的任何其他費用。經紀獲授權根據香港交易所隨時指定之規則收取該等徵費。
4. The Rules of the Exchange and HKSCC, in particular those rules which relate to trading and settlement, shall be binding on both the Broker and the Client in respect of transaction concluded on the instructions of the Client.
依客戶指示達成之一切交易，聯交所之規則(尤其有關交易及交收之規則)對經紀及客戶均具約束力。
5. In the event that the Broker commits a default as defined in the Securities Ordinance and the Client thereby suffers a pecuniary loss, the Client understands that the right to claim under the Compensation Fund established under the Securities Ordinance (Cap 333) will be restricted to the extent provided for therein.
若經紀未能履行《證券條例》所規定之責任，以致客戶蒙受金錢上之損失，客戶明白根據《證券條例》(第333章)而成立之賠償基金，索償權利僅限於該條例所規定之範圍。

6. The Client shall on demand from the Broker make payments of deposits or margins in cash, securities or otherwise in amounts agreed with the Broker or which may be required by the rules of any exchange or market of which the Broker is a member.

客戶須應經紀之要求，或按經紀所屬之任何交易所或市場之規則，以現金、股票或其他與經紀議定之價值支付按金 或保證金。

The Client shall be granted credit facilities up to [•]% or such percentage as may be agreed from time to time of the market value of the collateral maintained with the Broker.

授與客戶達百份率或由經紀持有抵押品市值的不時議定的百份率的信貸融通。

7. If the Client commits a default in payment on demand of the deposits or margins or any other sums payable to the Broker hereunder, on the due date therefor, or otherwise fails to comply with any of the terms herein contained, without prejudice to any other rights the Broker may have, the Broker shall have the right to close the margin account(s) without notice to the Client and to dispose of any or all securities held for or on behalf of the Client and to apply the proceeds thereof and any cash deposit(s) to pay the Broker all outstanding balances owing to the Broker. Any monies remaining after such application shall be refunded to the Client.

如客戶未能於經紀要求之限期前繳付按金或保證金，或任何本合約規定須付予經紀之款項，或未有遵行本合約之任何條款，在不影響經紀可能享有的任何其他權利的情況下，經紀有權無須通知客戶而結束保證金戶口，並處置任何 或一切為或代表客戶持有之證券，將出售所得款項及任何現金按金，用以清償一切未付還經紀之餘數，而清償後之 餘款須退還予客戶。

- 7A. Unless otherwise agreed, the Client agrees that when the Broker has executed a purchase or sale transaction on the Client's behalf, the Client will by the due settlement date make payment to the Broker against delivery of or credit to the Client's account for purchased securities, or make good delivery of sold securities to the Broker against payment, as the case may be.

除非另有協議，客戶同意當經紀代客戶進行一宗買入或賣出的交易時，客戶將在到期交收日，就買入的股票付款予經紀，或記賬入客戶的戶口，或收到經紀的款項時，送交賣出的股票，就情況而定。

Unless otherwise agreed, the Client agrees that should the Client fail to make such payment or delivery of securities by the due date as mentioned above, the Broker is hereby authorized to:-

除非另有協議，客戶同意當客戶在到期交收日不能如上文所述支付款項或送交股票時，授權經紀：

- (a) in the case of a purchase transaction, to transfer or sell any such purchased securities to satisfy the Client's obligations to the Broker, or
若為買入交易，轉讓或賣出任何該等股票，以償還客戶對經紀的責任，或
- (b) in the case of a sale transaction, to borrow and/or purchase such sold securities to satisfy the Client's obligations to the Broker.
若為賣出交易，借入及 / 或買入此等沽出股票，以償還客戶對經紀的責任。

The Client hereby acknowledges that the Client will be responsible to the Broker for any loss, costs, fees and expenses in connection with the Client's failure to meet the Client's obligations by due settlement dates as described above.

現客戶確認，客戶將就客戶不能如上文所述在到期交收日達成客戶的責任，向 閣下負責任何有關的損失、成本、費用及開支。

8. The Client undertakes to indemnify the Broker and its officers, employees and agents for any loss, cost, claim, liability or expense arising out of or connected with any breach by the Client of its obligations hereunder including, any costs reasonably and necessarily incurred by the Broker in collecting any debts due to the Broker or in connection with the closure of the margin account(s).
客戶承諾償付經紀及其職員、僱員及代理人任何因客戶違背其在本合約之責任而引致或涉及之任何損失、費用、索償、責任或開支；包括經紀於收取欠款或因結束保證金戶口而在合理及需要之情況下引起之任何費用。
9. If in relation to any securities deposited with the Broker which are not registered in the Client's name any dividends or other distributions or benefits accrue in respect of such securities, the Client's account with the Broker shall be credited (or payment made to the Client as may be agreed) with the proportion of such benefit equal to the proportion of the total number or amount of relative securities which shall comprise securities held on behalf of the Client.
客戶寄存於經紀處而未以客戶姓名註冊之證券，若產生股息或其他的派發或利益，經紀須根據代表客戶持有之有關證券數目或數額，按比例將該等利益存入客戶戶口內（或協議向客戶支付有關款項）。
10. If, in relation to any securities deposited with the Broker but which are not registered in the name of the Client, any loss is suffered by the Broker therefrom, the margin account may be debited (or payment made by the Client as may be agreed) with the proportion of such loss equal to the proportion of the total number or amount of relative securities which shall comprise securities held on behalf of the Client.
有關任何寄存於經紀處而未以客戶姓名註冊之證券，若經紀須承受任何損失，則根據代表客戶持有之有關證券數目 或數額，按比例在客戶之保證金戶口內扣除（或協議由客戶支付有關款項）。
11. The Broker shall not, without the Client's prior written consent, deposit any of the Client's securities as security for any loans or advances made to the Broker or lend or otherwise part with the possession of any of the Client's securities for any purpose, Such written consent shall be in the form appearing at Appendix 1 or Appendix 2 to this Agreement.
沒有客戶事前書面同意，經紀不得將客戶任何證券，作為經紀取得貸款或墊支之抵押品寄存；或無論為任何目的，將證券借出或放棄其持有權。同意書須依照本合約附錄一或附錄二之格式。
12. Whilst the Client expects the Broker to keep confidential all matters relating to the Client's account, the Client hereby expressly agrees that the Broker may, if requested by the Exchange, provide to the Exchange details of the Client's account, in order to assist the Exchange with any investigation or enquiry it is undertaking
雖然客戶預期經紀保持一切客戶戶口資料機密，唯客戶仍明確同意經紀可於聯交所要求下，向香港交易所提供客戶之戶口詳情，以協助聯交所作任何調查或查詢。
13. In the event that the Broker has to obtain securities, which the Broker has purchased on behalf of the Client, in the open market, following the failure of the selling broker to deliver on the settlement date, the Broker will be responsible for any difference in price and all incidental expense in connection with such open market purchase.
若經紀代表客戶購入證券，而由於賣方經紀未能於交收日內進行交收而須從公開市場上購買證券，經紀須負擔該 等公開市場購入所涉及之差價及有關之支出。

14. The Client hereby agrees to pay interest on all overdue balances owing by him to the Broker (after as well as before any judgment), at such rate(s), not exceeding Hong Kong prime rate + x% as demanded by the Broker and be calculated and payable on the last day of each calendar month or upon any demand being made by the Broker.
 客戶欠經紀之過期未付餘款，客戶同意付息（法庭裁決之前或之後），按經紀要求之利率計算，惟不得高於香港最優惠利率加百分之_____，於每月月底計算及繳付，或於經紀追討時繳付。
15. The information contained in the “Account Opening Information Form”, or otherwise supplied by or on behalf of the Client to the Broker in connection with the opening an account is complete, true and correct. The Broker is entitled to rely on such information until written notice from the Client of any changes therein has been received.
 本合的所附之「開戶資料表格」內所載資料，或以其他方法由客戶或客戶代表向經紀提供之有關資料皆為完整、真實及正確。經紀有權倚賴此等資料，直至收到客戶書面通知有任何變更為止。
16. The Client authorizes the Broker to conduct a [personal] credit enquiry or check on the Client for the purpose of ascertaining the financial situation and investment objectives of the Client.
 客戶授權經紀進行對客戶之信用諮詢或查證，以確定客戶之財政狀況及投資目標。
- 16A. I/We hereby undertake to inform you when a sell order is in respect of securities which I/we do not own i.e. is a short sale.
 本人 / 吾等承諾當一個沽盤是有關本人 / 吾等不擁有的證券時，即賣空，本人 / 吾等會通知閣下。
17. **RISK DISCLOSURE STATEMENT**
 The Client acknowledges that the price of securities can and does fluctuate, and that any individual security may experience downward movements, and may under some circumstances even become valueless. The Client appreciates therefore that there is an inherent risk that losses may be incurred rather than profit made, as a result of buying and selling securities. This is risk that the Client is prepared to accept.
風險披露聲明書
 客戶知悉證券價格可能及肯定會波動，而任何個別證券的價格皆可能下跌，在某些情況下更可能變成毫無價值，故客戶瞭解在證券買賣中固有之風險，即除可能獲利外，亦可能有損失。客戶願意承擔此風險。
18. The Client also acknowledges that there are risks in leaving securities in the custody of the Broker or in authorizing the Broker to deposit securities as collateral for loans or advances made to the Broker or authorizing the Broker to borrow or loan securities.
 客戶亦知悉將證券寄存於經紀處，或授權經紀寄存證券作為經紀取得貸款或墊支之抵押，或授權經紀借貸證券等，均有風險。
19. The Client confirms that he has read the English/Chinese version of this Agreement and that the contents of this Agreement have been fully explained to him in a language which he understands. The Client hereby agrees and consents to the terms and conditions herein contained.
 客戶確認已詳閱本合約之中 / 英文本，其中內容亦全部以客戶明白之語文，向其解釋清楚。客戶贊成及同意本合約內之一切條款。
20. This Agreement and all rights, obligations and liabilities hereunder shall be governed by and construed in accordance with the Laws of the Hong Kong Special Administrative Region and may be enforced in accordance with the Laws of the Hong Kong Special Administrative Region.
 本合約及其中之一切權利、義務及責任，須受制於香港特別行政區法律，並按港特別行政區法律詮釋及執行。

IN WITNESS WHEREOF this Agreement has been entered into on the day and year above written.

茲見證本合約於上述年份及日期簽訂

SIGNED by [Name])
 簽署人 [姓名])
 [for and on behalf of Client's name]) _____
 客戶代表之姓名) [Client's Signature]
 in the presence of:-) [客戶簽署]

[Witness name, address and occupation]
 [見證人之姓名、地址及職業]) _____
 [Witness Signature]
 [見證人簽署]

SIGNED by [Name])
 簽署人 [經紀姓名])
 [for and on behalf of Broker's name]) _____
 [經紀代表之姓名]) [Broker's Signature]
 In the presence of:-) [經紀簽署]

[Witness name, address and occupation]
 [見證人之姓名、地址及職業]) _____
 [Witness Signature]
 [見證人簽署]

如中英文本有歧異，以英文本為準。