

(Margin securities account clients only) (只供保證金證券賬戶客戶使用)

To: Central China International Securities Co., Limited
中州國際證券有限公司
Suites 1505-1508, Two Exchange Square, 8 Connaught Place, Central, Hong Kong
香港中環交易廣場二期康樂廣場 8 號 1505-1508 室

Dear Sir / Madam

敬啟者：

Re : Standing Authority 有關：常設授權書
Client Account No. 客戶賬戶號碼: [

]

This letter of standing authority covers all securities purchased or held by you on my/our behalf.
本常設授權函件涵蓋一切由 貴公司代表本人/吾等購入或持有之證券。

This letter authorizes you to :-

1. apply any of my/our securities or securities collateral to securities borrowing and lending agreement(s);
2. deposit any of my/our securities collateral with authorized financial institution(s) as collateral for financial accommodation provided to you; and/or
3. deposit any of my/our securities collateral with a recognized clearing house or any other intermediary licensed or registered for dealing in securities as collateral for the discharge and satisfaction of your settlement obligations and liabilities, without notice to me/us, pursuant to Section 7 of the Securities and Futures (Client Securities) Rules.

本函件授權 貴公司：

1. 運用任何本人/吾等的證券或證券抵押品於證券借貸協議；
2. 將任何本人/吾等的證券抵押品存放於認可財務機構，作為提供予 貴公司的財務通融的抵押品；及/或
3. 將任何本人/吾等的證券抵押品存放於認可結算所或另一持牌或註冊進行證券交易的仲介人，作為解除和清償 貴公司在交收上的責任及債務的抵押品，

且根據《證券及期貨(客戶證券)規則》第 7 條的規定，無須通知本人/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 obligations and liabilities.

本人/吾等明白認可結算所或其它持牌或註冊進行證券交易的仲介人，在貴公司在交收上的責任及債務的限度之內而對本人/吾等的證券抵押品設定第一固定押記。

This standing authority does not cover any consideration I/we must pay or be paid for your borrowing, lending, or depositing any of my/our securities. Any consideration must be set in a separate agreement between us.

本常設授權並不涵蓋就貴公司借入、貸出或存放本人/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 of my/our securities borrowed, lent, or deposited under this authority.

貴公司須向本人/吾等就交還有關根據本常設授權而作出借入、貸出或存放之證券負責。

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于第三者之權利，貴公司必須於抵償該等權利後，方將本人/吾等的證券交還本人/吾等。

This authority is **valid for a period of up to 12 months** from the date hereof and may be renewed or deemed to be renewed for subsequent periods of up to 12 months each either with my/our written consent or if I/we am/are given a written notice by you at least 14 days prior to the expiry of such authority and do not object to the renewal of such authority before its expiry. This authority may be revoked by me/us at any time on giving at least 30 days prior written notice to you.

本常設授權以本函件日期起計**十二個月內有效**，並可於下列情況予以續期，每次續期可有效十二個月，本人/吾等以書面同意續期；或貴公司於授權有效期屆滿前不少於十四日向本人/吾等發出書面通知，而本人/吾等於授權有效期屆滿前未有提出反對續期。本人/吾等有權隨時以三十天書面通知貴公司撤銷此常設授權書。

This letter has been fully explained to me/us, and I/we understand and accept the contents of this letter.

已全部向本人/吾等解釋清楚本函件，本人/吾等明白及接受本函件的內容。

Yours faithfully,

此致



Signature of Client

客戶簽署

Name 姓名:

Date 日期:

Signature of Joint Account Holder (If Applicable)

聯名賬戶持有人簽署(如適用)

Name 姓名:

Date 日期:

(Margin account clients only) (只供保證金(融資)賬戶客戶使用)**MARGIN FACILITY AGREEMENT 保證金融資協議書**

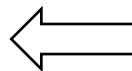
I/We hereby apply to Central China International Securities Co., Limited for the Credit Facility with respect to my/our Margin Account on the following terms, which are additional to the parties' rights under the Central China International Securities Co., Limited Terms and Conditions (Securities) ('**Terms and Conditions**'). 本人/吾等現向中州國際證券有限公司按下列條件申請保證金融資賬戶的融資服務,以下條件是額外附加於中州國際證券有限公司條款及條件(證券)('條款及條件')。

Applicant	:	
申請人		
Address	:	
申請人地址:		
Margin Facility Provider	:	Central China International Securities Co., Limited 中州國際證券有限公司
保證金融資提供者		
Application Date	:	
申請協議日期		
Charge	:	As defined under Clause 6 of the Schedule 4 of the Special Terms and Conditions of Securities Trading (Margin) of the Terms and Conditions. 依據條款及條件附表四證券交易保證金的特別條款及條件第六條之定義。
押記		
Credit Facilities	:	Subject to the final approval of the Margin Facility Provider, a Credit Facility (for an amount up to a credit limit which is to be confirmed by the Margin Facility Provider) is provided to the Applicant. The credit limit is set in accordance with the Margin Ratio, calculated by dividing the total value of the credit amount provided to the Applicant with the total value of the Collateral held by the Margin Facility Provider (" Margin Ratio "). Unless agreed by the Margin Facility Provider, the Margin Ratio shall not exceed 100%. The Margin Facility Provider may, at its sole discretion, vary the credit limit and Margin Ratio in response to any prevailing and/or contingent market condition from time to time. 在保證金融資提供者最終批核的條件下,保證金融資(額度上限由保證金融資提供者核定)將會提供予申請人。申請人保證金融資上限是按貸款金額總值除以按抵押品總值計算得出之百分比('保證金比率')。除非保證金融資提供者同意,否則保證金比率都不得超過百分之一百。保證金融資提供者有絕對決定權在任何時候因應當時市場環境改變保證金比率百分比。
保證金融資		
Rate of Interest	:	The Applicant agrees to pay interest on the outstanding credit amount to the Margin Facility Provider at a rate to be determined by the Margin Facility Provider. The interest is accrued daily on an annual basis for the period commencing from the date of advancement to the date the Applicant repays the credit amount in full. The interest is payable on the last business day of each month and may be deducted/offset from the Margin Facility Account and/or the Collateral. The Margin Facility Provider may, at its sole discretion, vary the interest rate in response to any prevailing and/or contingent market condition from time to time. 申請人同意就已動用之保證金融資貸款金額付利息給保證金融資提供者。融資利率將由保證金融資提供者核定。利息是按每年利率計算並以每日計算的基礎上從借貸日到還款日計算。利息須於每月的最後一個營業日清還,同時利息可在申請人的保證金融資戶口或抵押品扣減或相抵。保證金融資提供者有絕對決定權因應當時市場環境隨時改變融資利率。
融資利率		

I/We hereby acknowledge that: 本人/吾等現確認如下:

- I/We have received from the Margin Facility Provider a copy of the Terms and Conditions. 本人/吾等已從保證金融資提供者收到一份條款及條件。
- I/We fully understand and accept all the provisions set out in the Terms and Conditions, which shall form part of this Margin Facilities Agreement and shall be legally binding between the parties (where applicable). Unless otherwise provided, all words and expression used under this Margin Facility Agreement shall have the same meaning to the Terms and Conditions. In the event that the provisions and contents between the Terms and Conditions and this Margin Facility Agreement are not consistent, the provisions set out in this Margin Facility Agreement shall prevail. 本人/吾等完全明白和接受條款及條件,並同意其成為這保證金融資協議書的一部份並擁有法律效力(在適用情況下)。除非另行指明,本保證金融資協議書的內容和表達應根據條款及條件內的內容和表達解釋。如果保證金融資協議書的條款和條款及條件不一致,應以這保證金融資協議書的條款內容和表達為準。
- The provisions set out in this Margin Facility Agreement together with the Terms and Conditions constitute the final, complete and exclusive statement of the terms of the agreements between the parties pertaining to the Credit Facility, and supersede all prior and contemporaneous understanding and agreements of the parties. 條款及條件和這保證金融資協定的條款構成保證金融資事項有關之完整協定,並取代所有口頭溝通及之前的相關協議。
- I/We are obliged to notify the Margin Facility Provider immediately of any change of our circumstances, which renders me/us to be a member of the group of related margin client, including: (1) where this is a group of two margin clients, one is the spouse of the other; (2) where one or more of the margin clients are corporations, one is in control (either alone or with his spouse) of 35% or more of the voting rights of that other margin client or each of the other margin client (as the case maybe); or (3) where the margin clients are corporations, they are members of the same group of companies. 本人/吾等有責任立刻通知保證金融資提供者有關因吾等情況變化而令本人/吾等成為一組關連保證金客戶,這包括: (1)當有兩位元保證金客戶時,一位元客戶是另一位元的配偶; (2) 當一位元或以上保證金客戶是公司時,另一位(不論是自身或是與配偶一起)操控另一位元客戶或其它客戶35%或以上的股份投票權(視情況而定); 或(3)當保證金客戶是公司時,它們同屬於相同的公司集團。

Signed by Applicant 申請人簽署:



Print Name 申請人全名:

Date 簽署日期: