(Margin securities account clients only) (只供保證金證券帳戶客戶使用) A/C No. 賬戶號碼_____

MARGIN FACILITY AGREEMENT 保證金融資協議書

I/We hereby apply to Mouette Securities Company Limited for the Credit Facility with respect to our Margin Account on the following terms, which are additional to the parties' rights under the Mouette Securities Company Limited Terms and Conditions ('**Terms and Conditions**').

本人 / 吾等現向**海盈證券有限公司**按下列條件申請保證金融資帳戶的融資服務，以下條件是額外附加於海盈證券有限公司條款及條件(「**條款及條件**」)。

Applicant 申請人	:
Address 申請人地址	:
Margin Facility Provider 保證金融資提供者	: Mouette Securities Company Limited 海盈證券有限公司
Application Date 申請協議日期	: (日/月/年) (dd/mm/yyyy)
Charge 押記	: As defined under Clause 35 of the Schedule 1 - Standard Terms and Conditions of the Terms and Conditions. 依據條款及條件附表一 – 標準條款及條件第三十五條之定義。
Credit Facilities 保證金融資	: 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份比(「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份之一百。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份比。
Rate of Interest 融資利率	: 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 a monthly compounded 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。利息是按每月複息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。

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

(a) 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。

(b) 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。

(c) 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議的條款構成保證金融資事項有關之完整協議，並取代所有口頭溝通及之前的相關協議。

(d) I/We am/are obliged to notify the Margin Facility Provider immediately of any change of my/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 2 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本人 / 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) 當有兩位保證金客戶時，一位客戶是另一位的配偶 ; (2) 當一位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) 操控另一位客戶或其它客戶 35% 或以上的股份投票權; 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(s) 申請人簽署 : _____

Print Name(s) 所有申請人全名 : _____

Date 簽署日期 :_____ (日/月/年) (dd/mm/yyyy)