

客戶號碼
ACCOUNT NO

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保證金客戶協議書
MARGIN CLIENT'S AGREEMENT

BETWEEN

致富證券有限公司
CHIEF SECURITIES LIMITED

AND

香港皇后大道中 88 號勵精中心 14-15 樓
14-15/F Regent Centre, 88 Queen's Road Central, Hong Kong
電話 Tel: 2500 9228 傳真 Fax: 2521 6893

網址 Website: www.chiefgroup.com 電郵地址 E-mail Address: info@chiefgroup.com

本協議由以下雙方於開戶資料表格所列之日期簽訂：

(1) 致富證券有限公司(“本公司”)為證券及期貨事務監察委員會(「證監會」)註冊的證券交易商(CE 編號：ADI983)以及香港聯合交易所有限公司(「聯交所」)的交易參與者；其主要辦事處設於香港中環皇后大道中 88 號勵精中心 14-15 樓；及

(2) _____
 (“客戶”)，其地址及相關資料列於開戶資料表格中。

鑒於：

- (1) 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) 客戶欲於本公司開立一個或多個保證金戶口，用以進行證券買賣；及
- (3) 本公司同意開立及維持該(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。

本協議訂定客戶於本公司處開立保證金戶口，並以該戶口進行交易時所必須遵行之條款。現雙方協議如下：

1 帳戶

- 1.1 本公司將會對客戶戶口的有關資料予以保密，但本公司可以根據聯交所及證監會的規定或應其要求，將該等資料提供予聯交所及證監會。
- 1.2 本協議書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本公司提供之有關資料皆為完整，真實及正確。本公司有權倚賴此等資料，直至收到客戶書面通知有任何變更為止。
- 1.3 客戶授權本公司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。
- 1.4 對於個人客戶，本公司將遵守監管個人資料之使用的香港<個人資料(私隱)條例>。本公司有關個人資料使用的政策和應用載於本協議的附錄 4 內。客戶確認已完全明白及接受載於附錄 4 內的條款。

2 法例及規則

- 2.1 本公司按客戶的指示而進行的一切證券交易(“交易”)，須根據適用於本公司的一切法例、規則、監管指示、附例、慣例、慣用法的規定而進行。這方

Margin Client Agreement

THIS AGREEMENT is made on the date stated in the Account Opening Information Form, BETWEEN:

(1) CHIEF SECURITIES LIMITED (the “Company”) who registered with the Securities and Futures Commission (“SFC”) as Securities Dealer (CE NO.: ADI 983) and an Exchange Participant of The Stock Exchange of Hong Kong Limited (the “Exchange”), whose principal office is located at 14-15/F., REGENT CENTRE, 88 QUEEN’S ROAD CENTRAL, HONG KONG; and

(2) _____
 (the “Client”), whose address and details are set out in the Account Opening Information Form.

WHEREAS:

- (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 a margin securities trading account (“margin account”);
- (2) The Client is desirous of opening one or more margin accounts with the Company for the purpose of trading in securities; and
- (3) The Company agrees to open and maintain such margin account(s) and acts as an agent for the Client in the purchases and sales of securities subject to the terms and conditions of this Agreement.

This Agreement sets out the terms and conditions to which the Client shall be subject upon the Client opening a margin account with the Company in relation to transactions carried out in connection therewith. NOW IT IS HEREBY AGREED as follows:-

1 The Account

- 1.1 The Company will keep information relating to the Account confidential, but may provide any such information to the Exchange and the SFC to comply with their requirements or requests for information.
- 1.2 The information contained in the Account Opening Information Form or otherwise supplied by or on behalf of the Client to the Company in connection with the opening of account is complete, true and correct. The Company is entitled to rely on such information until written notice from the Client of any changes therein has been received.
- 1.3 The Client authorises the Company 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.
- 1.4 Where the Client is an individual, the Company is subject to the Hong Kong Personal Data (Privacy) Ordinance which regulates the use of personal data concerning individuals. The Company’s policies and practices relating to personal data are set out in Appendix 4 to this Agreement and the Client acknowledges that he/she fully understands and accepts the provisions in Appendix 4.

2 Laws and Rules

- 2.1 All transactions in securities which the Company effects on the client’s instructions (“Transactions”) shall be effected in accordance with all laws, rules,

面的規定包括聯交所及香港中央結算有限公司（“中央結算公司”）的規則。本公司根據該等法例、規則及指示而採取的所有行動均對客戶具有約束力。

regulatory directions, by-laws, customs and usage applying to the Company. This includes the rules of the Exchange and of the Hong Kong Securities Clearing Company Limited (the “Clearing House”). All actions taken by the Company in accordance with such laws, rules and directions shall be binding on the client.

3 交易

3.1 客戶須就所有交易支付本公司通知客戶的佣金和收費，繳付聯交所或結算所的相關徵費、印花稅、銀行費用、過戶費、到期的利息及代名人或託管人費用。本公司可以從戶口中扣除該等佣金、收費、徵費及稅項。

3 Transactions

3.1 On all Transactions, the Client shall pay the Company commissions and charges, as notified to the Client, as well as all applicable levies imposed by the Exchange, or clearing houses, stamp duties, bank charges, transfer fees, interest and nominee or custodian expenses, immediately when due. The Company may deduct such commissions, charges, levies and duties from the Account.

3.2 除非另有協議，客戶同意當本公司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本公司，或記賬入客戶的戶口，或收到本公司的款項時，送交賣出的股票，就情況而定。

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

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，授權本公司：-

Unless otherwise agreed, the Client agrees that should the Client fails to make such payments or delivery of securities by the due date as mentioned above, the Company is hereby authorised to:-

- (a) 若為買入交易，轉讓或賣出任何該等股票，以償還客戶對本公司的責任，或
- (b) 若為賣出交易，借入及/或買入此等沽出股票，以償還客戶對本公司的責任。

- (a) in the case of a purchase transaction, to transfer or sell any such purchased securities to satisfy the Client’s obligations to the Company, or
- (b) in the case of a sale transaction, to borrow and/or purchase such sold securities to satisfy the Client’s obligations to the Company.

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，向本公司負責任何有關的損失，成本，費用及開支。

The Client hereby acknowledges that the Client will be responsible to the Company 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.

3.3 若本公司代表客戶購入證券，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，本公司須負擔該等公開市場購入所涉及之差價及有關之支出。

3.3 In the event that the Company has to obtain securities which the Company has purchased on behalf of the Client, in the open market, following the failure of settling broker to deliver on the settlement date, the Company will be responsible for any difference in price and all incidental expenses in connection with such open market purchase.

3.4 客戶承諾當一個沽盤是有關客戶不擁有的證券時，即賣空，客戶會通知本公司。

3.4 The Client hereby undertakes to inform the Company when a sell order is in respect of securities, which the Client does not own i.e., is a short sale.

4 融資安排

4.1 本公司同意應客戶要求授與客戶信用限額或由本公司持有抵押品市值的不時議定的百分率的信用融資。

4 Credit Facility

4.1 The Client shall be granted a credit limit and/or a credit facility at such percentage as may be agreed from time to time of the market value of the collateral maintained with the Company.

4.2 客戶須應本公司之要求(不管口頭或書面)，以現金、股票或其他與本公司議定之價值支付按金或保證金，支付之數額及時間由本公司不時全權決定或由任何交易所之規則規定。

4.2 The Client shall on demand (whether verbally or in writing) from the Company make payments of deposits or margins in cash, securities or otherwise in amounts agreed with the Company in such amount and at any time as the Company may determine from time to time at its sole discretion or as may be required by the rules of any Exchange.

4.3 如客戶未能於本公司要求之限期前繳付按金或保證金，或任何本協議書規定須付予本公司之款項，或未有遵行本協議書任何條款，在不影響本公司可能享有的任何其他權利的情況下，本公司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本公司之餘數，而清償後之餘款須退還予客戶。

4.4 本公司有絕對酌情權不向客戶提供融資或終止融資。尤其是在下列情況發生時，本公司將終止向客戶提供任何融資

- (a) 客戶未能履行本協議書之條款；或
- (b) 根據《證券及期貨(客戶證券)規則》第7(2)條之規定而給予本公司的客戶授權被撤回或不再被續期。

當融資被終止時，客戶所欠的任何未清債務應立即向本公司清還。

5 利息

5.1 客戶欠本公司之過期未付餘款，客戶同意付息(法庭裁決之前或之後)，並按本公司要求之利率計算，於每月月底計算及繳付，或於本公司追討時繳付。

5.2 代客戶保管的現金須依照適用法例不時的規定，存放在一間持牌銀行所開立的一個客戶信託帳戶內(此等現金不包括本公司就交易取得，而且須為交收而轉付或轉付予客戶的現金)。

本公司應按本公司不時通知客戶的利率及條件為帳戶的現金結餘支付利息，客戶確認該利率是浮動的，並且由本公司決定。

6 證券的保管

6.1 客戶寄存於本公司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，本公司須根據代表客戶持有之有關證券數額，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)。

6.2 有關任何寄存於本公司處而未以客戶姓名註冊之證券，若本公司須承受任何損失，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)。

4.3 If the Client commits a default in payment on demand of the deposits or margins or any other sums payable to the Company hereunder, on the due date therefore, or otherwise fails to comply with any of the terms herein contained, without prejudice to any other rights the Company may have, the Company 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 Company all outstanding balances owing to the Company. Any monies remaining after such application shall be refunded to the Client.

4.4 The Company has its absolute discretion not to provide credit facility to the Client or even to terminate the credit facility. In particular the Company may terminate the credit facility if any of the following circumstances should arise:-

- (a) the Client is in default of any provisions of this Agreement; or
- (b) the withdrawal or non-renewal of the Client's authorisation to the Company as required by Section 7(2) of the Securities and Futures (Client Securities) Rules.

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

5 Interest

5.1 The Client hereby agree to pay interest on all overdue balances owing by him to the Company (after as well as before any judgment), at such rate(s) as demanded by the Company and be calculated and payable on the last day of each calendar month or upon any demand being made by the Company.

5.2 Any cash held for the Client, other than cash received by the Company in respect of Transactions and which is on-paid for settlement purposes or to the Client, shall be credited to a client trust account maintained with a licensed bank as required by applicable laws from time to time.

The Company shall pay interest on the credit balance in the Account at such rate and under such conditions as the Company notifies the Client from time to time. The Client acknowledges and agrees that interest rates are subject to fluctuation and are determined by the Company.

6 Safekeeping of Securities

6.1 If in relation to any securities deposited with the Company 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 Company 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.

6.2 If, in relation to any securities deposited with the Company but which are not registered in the name of the Client, any loss is suffered by the Company 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.

- 6.3 沒有客戶事前書面同意，本公司不得將客戶任何證券，作為本公司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。同意書須依照本協議書附錄三之格式。
- 6.3 The Company 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 Company, 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 3 or Appendix 3A to this Agreement.
- 7 風險披露聲明**
- 7 Risk Disclosure Statement**
- 7.1 本公司要求客戶閱讀附錄 2 之**風險披露聲明書**。
- 7.1 The Company refers the Client to the Risk Disclosure Statement in Appendix 2.
- 8 一般規定**
- 8 General**
- 8.1 若本公司未能履行《證券及期貨條例》所規定之責任，以致客戶蒙受金錢上之損失，客戶明白根據《證券及期貨條例》而成立之賠償基金，索償權利僅限於該條例所規定之範圍。
- 8.1 In the event that the Company commits a default as defined in the Securities and Futures 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 and Futures Ordinance will be restricted to the extent provided for therein.
- 8.2 客戶承諾償付本公司及其職員，僱員及代理人任何因客戶違背其在本協議書之責任而引致或涉及之任何損失，費用，索償，責任或開支；包括本公司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。
- 8.2 The Client undertakes to indemnify the Company 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 Company in collecting any debts due to the Company or in connection with the closure of the margin account(s).
- 8.3 客戶同意，如在開戶資料表格中提供的資料有重要變更，客戶將以書面通知本公司。倘本公司的業務有重大變更，並且可能影響本公司為客戶提供的服務及/或本協議內的資料有重要變更，本公司將會通知客戶。
- 8.3 The Client agrees to notify the Company in writing of any material changes in the information supplied in the Account Opening Information Form. The Company will notify the Client in writing of any material changes in the information contained in this Agreement and/or material changes in respect of the Company's business, which may affect the services the Company provides to the Client.
- 8.4 客戶確認已詳閱本協議書之中/英文本，其中內容亦全部以客戶明白之語言，向其解釋清楚。客戶贊成及同意本協議書內之一切條款。
- 8.4 The Client confirms that he/she 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.
- 8.5 本協議書及其中之一切權利，義務及責任，須受制於香港法律，並按香港法律詮釋及執行。
- 8.5 This Agreement and all rights, obligations and liabilities hereunder shall be governed by and construed in accordance with the Laws of Hong Kong and may be enforced in accordance with the Laws of Hong Kong.

附錄 1
Appendix 1

開戶資料表格
Account **Opening Information Form**

附錄 2
Appendix 2

風險披露聲明
Risk Disclosure Statements

證券交易的風險

證券價格有時可能會非常波動。證券價格可升可跌，甚至變成毫無價值。買賣證券未必一定能夠賺取利潤，反而可能會招致損失。

保證金買賣的風險

藉存放抵押品而為交易取得融資的虧損風險可能極大。你所蒙受的虧蝕可能會超過你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。你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。假如你未能在指定的時間內支付所須的保證金款額或利息，你的抵押品可能會在未經你的同意下被出售。此外，你將要為你的帳戶內因此而出現的任何短欠數額及需繳付的利息負責。因此，你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你。

提供將你的證券抵押品等再質押的授權書風險

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你的證券或證券抵押品、將你的證券抵押品再質押以取得財務通融，或將你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。

假如你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，則上述安排僅限於你已就此給予書面同意的情況下方行有效。此外，除非你是專業投資者，你的授權書必須指明有效日期，而該段有效期不得超逾 12 個月。若你是專業投資者，則有關限制並不適用。

此外，假如你的持牌人或註冊人在有關授權的期限屆滿前最少 14 日向你發出有關授權將被視為已續期的提示，而你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，則你的授權將會在沒有你的書面同意下被視為已續期。

Margin Client Agreement

RISK OF SECURITIES TRADING

The prices of securities fluctuate, sometimes dramatically. The price of a security may move up or down, and may become valueless. It is as likely that losses will be incurred rather than profit made as a result of buying and selling securities.

RISK OF MARGIN FINANCING

The risk of loss in financing a transaction by deposit of collateral is significant. You may sustain losses in excess of your 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. You may be called upon on short notice to make additional margin deposits or interest payments. If the required margin deposits or interest payments are not made within the prescribed time, your collateral may be liquidated without your consent. Moreover, you will remain liable for any resulting deficit in your account and interest charged on your account. You should therefore carefully consider whether such a financing arrangement is suitable in light of your own financial position and investment objectives.

RISK OF PROVIDING AN AUTHORITY TO REPLEDGE YOUR SECURITIES COLLATERAL ETC.

There is risk if you provide the licensed or registered person with an authority that allows it to apply your securities or securities collateral pursuant to a securities borrowing and lending agreement, repledge your securities collateral for financial accommodation or deposit your securities collateral as collateral for the discharge and satisfaction of its settlement obligations and liabilities.

If your securities or securities collateral are received or held by the licensed or registered person in Hong Kong, the above arrangement is allowed only if you consent in writing. Moreover, unless you are a professional investor, your authority must specify the period for which it is current and be limited to not more than 12 months. If you are a professional investor, these restrictions do not apply.

Additionally, your authority may be deemed to be renewed (i.e. without your written consent) if the licensed or registered person issues you a reminder at least 14 days prior to the expiry of the authority, and you do not object to such deemed renewal before the expiry date of your then existing authority.

現時並無任何法例規定你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，以便例如向你提供保證金貸款或獲許將你的證券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你闡釋將為何種目的而使用授權書。

倘若你簽署授權書，而你的證券已借出了或存放於第三方，該等第三方將對你的證券具有留置權或作出押記。雖然有關持牌人或註冊人根據該授權書而借出或存放屬於你的證券須對你負責，但上述持牌人或註冊人的違責行為可能會導致你損失你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。假如你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。

買賣創業板股份的風險

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往績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。

你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，意味著這個市場較適合專業及其他熟悉投資技巧的投資者。

現時有關創業板股份的資料只可以在香港聯合交易所有限公司所操作的互聯網網站上找到。創業板上市公司一般毋須在憲報指定的報章刊登付費公告。

假如你對本風險披露聲明的內容或創業板市場的性質及在創業板買賣的股份所涉風險有不明白之處，應尋求獨立的專業意見。

在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

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熟悉投資技巧的投資者而設的。你在買賣該項試驗計劃的證券之前，應先諮詢交易商的意見和熟識該項試驗計劃。你應知悉，按照該項試驗計劃掛牌買賣的證券並非以香港聯合交易所有限公司的主板或創業板作第一或第二上市的證券類別加以監管。

在香港以外地方收取或持有的客戶資產的風險

持牌人或註冊人在香港以外地方收取或持有的客戶資產，是受到有關海外司法管轄區的適用法律及規例所監管的。這些法律及規例與《證券及期貨條例》(第 571 章)及根據該條例制訂的規則可能有所不同。因此，有關客戶資產將可能不會享有賦予在香港收取或持有的客戶資產的相同保障。

Margin Client Agreement

You are 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 you or to allow your securities or securities collateral to be lent to or deposited as collateral with third parties. The licensed or registered person should explain to you the purposes for which one of these authorities is to be used.

If you sign one of these authorities and your securities are lent to or deposited with third parties, those third parties will have a lien or charge on your securities. Although the licensed or registered person is responsible to you for securities or securities collateral lent or deposited under your authority, a default by it could result in the loss of your securities or securities collateral.

A cash account not involving securities borrowing and lending is available from most licensed or registered persons. If you do not require margin facilities or do not wish your securities or securities collateral to be lent or pledged, do not sign the above authorities and ask to open this type of cash account.

RISK OF TRADING GROWTH ENTERPRISE MARKET STOCKS

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.

You 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.

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.

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

RISK OF TRADING NASDAQ-AMEX SECURITIES AT THE STOCK EXCHANGE OF HONG KONG LIMITED

The securities under the Nasdaq-Amex Pilot Program (PP) are aimed at sophisticated investors. You should consult your dealer and become familiarised with the PP before trading in the PP securities. You should be aware that 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.

RISK OF CLIENT ASSETS RECEIVED OR HELD OUTSIDE HONG KONG

Client 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 assets may not enjoy the same protection as that conferred on client assets received or held in Hong Kong.

附錄 3 Appendix 3

AUTHORISATION LETTER FROM MARGIN CLIENT

To: Chief Securities Limited
 14-15/F Regent Centre,
 88 Queen's Road Central,
 Hong Kong

Date: _____

Dear Sirs,

Authority under section 7(2) of the Securities and Futures (Client Securities) Rule to lend or deposit securities

This letter of authority covers all securities purchased or held by you on my/our behalf or deposited with you as collateral.

This letter authorises you to:

1. apply any of my/our securities pursuant to a securities borrowing and lending agreement;
2. deposit any of my/our securities with (i) a recognised clearing house; or (ii) another intermediary licensed or registered for dealing in securities, as collateral for the discharge and satisfaction of your settlement obligations and liabilities;
3. deposit any of my/our securities with an authorised financial institution as collateral for financial accommodation provided to you;

You may do any of these things without giving me/us notice. I/We acknowledge that this authority shall not affect your right to dispose of my/our securities in settlement of:

1. my/our obligation to maintain the agreed level of margin;
2. any of my/our liability to repay or discharge the financial accommodation provided by you;
3. any of my/our liability to settle a transaction in securities against which collateral has been provided by me/us; or
4. any of my/our liability owed to you for dealing in securities which remains outstanding after you have disposed of all other assets designated as collateral for securing the settlement of that liability.

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

You are accountable to me/us for the return of any securities lent, deposited or delivered under this authority.

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.

This authority is valid for a period of 12 months from the date of this letter and may be revoked when you receive a written notice from me/us.

This authority shall be deemed to have been renewed for period of 12 months upon expiry upon the same terms and conditions if I/We do not object to a written renewal notice that you will send to me 14 days prior to the expiry of this authority.

I/We understand the contents of this letter.

Yours Faithfully,

Margin Client Agreement

保證金客戶授權書

致： 致富證券有限公司
 香港中環皇后大道中 88 號
 勵精中心 14-15 樓

日期：_____

根據《證券及期貨(客戶證券)規則》第 7(2)條所提供有關貸出或存放證券的權利

本授權書是有關一切由閣下代本人/吾等購入或持有，或存於閣下處作為抵押品之證券。

本授權書授權閣下：

1. 依據證券借貸協議運用任何有關本人/吾等的證券；
2. 將本人/吾等的證券存放於 (i)認可結算所；或 (ii)另一獲發牌或獲註冊進行證券交易的中介人，作為解除閣下在交收上的義務和清償閣下在交收上的法律責任的抵押品；
3. 將本人/吾等的證券存放於認可財務機構，作為提供予閣下的財務通融的抵押品；

閣下可以做以下任何事情而無須通知本人/吾等。本人/吾等確認本授權書不影響閣下為以下目的而處置本人/吾等的證券的權利：

1. 履行本人/吾等維持所協定的保證金水平的義務；
2. 履行本人/吾等付還或解除由閣下所提供的財務通融的法律責任；
3. 履行本人/吾等就某證券交易進行交收的法律責任，而本人/吾等已就該法律責任提供抵押品；或
4. 履行本人/吾等就證券交易而對閣下負有的法律責任，而該法律責任是指在閣下已將指定作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未履行的法律責任。

本授權書並不涉及就閣下貸出或存放本人或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/吾等與閣下另行簽約訂明。

閣下仍須就根據本授權書貸出、存放或交收的任何證券的歸還向本人/吾等負責。

本人/吾等明白本人/吾等的證券可能受制於第三者之權利，閣下須全數抵償該等權利後，方可將本人/吾等的證券退回本人/吾等。

本授權書的有效期限為 12 個月，自本授權書之日起計有效。本人/吾等可以書面通知閣下的方式撤銷本授權書。

在本授權書有效期屆滿前 14 天，閣下將向本人/吾等以書面方式發出續期通知，除非本人/吾等提出反對，本授權書在屆滿時可按相同條款及條件予以續期 12 個月。

本人/吾等明白本函件的內容。

客戶簽署：

附錄 4
Appendix 4

個人資料收集聲明
Personal Information Collection Statement

本聲明是根據香港《個人資料（私隱）條例》（「條例」）之要求而提供予本公司的個人客戶。本聲明中所提及的術語與現金客戶協議中的術語具有相同的含義。

This statement is provided to the Client as an individual account holder of the Company in accordance with the requirements of the Hong Kong Personal Data (Privacy) Ordinance (the “Ordinance”). Terms defined in this statement have the same meaning as in the Cash Client Agreement.

1 披露義務

除特別聲明外，客戶必須按客戶資料聲明上的要求，將個人資料提供予致富證券有限公司。假如客戶不提供此等資料，本公司將沒有足夠資料來為客戶開設及管理帳戶。

1 Disclosure Obligation

Unless otherwise stated the Client must supply the personal data requested on the enclosed Client Information Statement to Chief Securities Ltd. If the Client does not supply this data, it will not be possible for the Client to open an Account with the Company as the Company will not have sufficient information to open and administer the Account.

2 個人資料之使用

2 Use of Personal Data

2.1 使用者

有關客戶的所有個人資料（不論是由客戶所提供，還是由其他人士所提供；及不論這些資料是在客戶收到現金客戶協議之前，還是之後）將可被任何下列之公司或人士使用（各為一「使用者」）：

2.1 Users

All personal data concerning the Client (whether provided by the Client or any other person, and whether provided before or after the date the Client receives the Cash Client Agreement containing this information) may be used by any of the following companies or persons (each, a “User”):

- (a) 致富證券有限公司及／或其他任何聯繫公司（“本公司”）；
- (b) 本公司的任何董事、高級職員、僱員或代理人；
- (c) 執行客戶指示及／或從事本公司業務而由本公司授權的任何人士（例如律師、顧問、代名人、託管人等）；
- (d) 本公司持有與客戶相關的任何權利和義務的任何實際或建議的承讓人；及
- (e) 任何政府機構、監管機構或其他團體或機構（不論是法例或是任何集團成員適用的規例所要求）。

- (a) Chief Securities Ltd. and/or any of its related companies (the “Company”);
- (b) any director, officer or employee or the agent of the Company;
- (c) any person (such as lawyers, advisers, nominee, custodian etc.) authorized by the Company when carrying out the Client’s instructions and/or the business of the Company;
- (d) any actual or proposed assignee of any rights and obligations of the Company in relation to the Client; and
- (e) any governmental, regulatory or other bodies or institutions, whether as required by law or regulations applicable to any member of the Company.

2.2 目的

客戶的所有個人資料可被任何使用者用於下列目的：

2.2 Purposes

All personal data concerning the Client may be used by any User for the following purposes:

- (a) 執行新的或現有顧客的查核及信用調查程序，以及協助其他金融機構從事此類工作；
- (b) 持續帳目管理，包括收取欠款，強制執行擔保、抵押或其他權利和利益；
- (c) 設計提供予客戶之新產品和服務，或向客戶推廣本公司的產品；
- (d) 將此等資料轉移到香港以外的任何地方；
- (e) 為了下列目的而進行客戶個人資料的比較（不論收集此等資料的目的及來源，及不論

- (a) carrying out new or existing client verification and credit checking procedures and assisting other financial institutions to do so;
- (b) ongoing Account administration, including the collection of amounts due, enforcement of security, charge or other rights and interests;
- (c) designing further products and services or marketing a Company product to the Client.
- (d) transfer of such data to any place outside of Hong Kong;
- (e) comparison with the Client’s personal data (irrespective of the purposes and sources for

Margin Client Agreement

此等資料是向使用者或任何其他人士所收集的)：(A) 信用調查；(B) 資料核實；及／或 (C) 編製或核實資料，以便採取使用者或任何其他人士認為合適的行動（包括可能與客戶或任何其他人士的權利、義務或權益有關的行動）；

- (f) 用於與客戶有關的任何其他協議和服務之條款所規定之目的；
- (g) 有關遵守任何法律、規例、法院判決或其他任何監管機構之判決的任何目的；
- (h) 任何有關於執行客戶指示或與本公司業務或交易有關連的目的。

3 查閱和修正的權利

根據條例之規定，客戶有權查閱和修正客戶的個人資料。一般來說（除某些豁免外）客戶以下的權利：

- (a) 詢問致富證券有限公司是否持有與客戶有關的個人資料；
- (b) 在合理的時間內，客戶可查閱其個人資料；本公司將以合理的方式及清楚易明的格式回覆客戶，但須收取合理費用；
- (c) 要求修正客戶的個人資料；及
- (d) 如客戶要求查閱或修正個人資料被拒絕，客戶有權要求說明被拒絕的理由及反對任何該等拒絕。

4 聯絡人

如客戶要求查閱和／或修正與客戶有關的個人資料，客戶可向本公司的資料保護專員遞交其申請。

which such data were collected, and whether collected by a User or any other person) for the purpose of: (A) credit checking; (B) data verification; and/or (C) otherwise producing or verifying data which may be used for the purpose of taking such action that a User or any other person may consider appropriate (including action that may relate to the rights, obligations or interest of the Client or any other person);

- (f) providing on the terms of any other agreements and services relating to the Client;
- (g) any purpose relating to or in connection with compliance with any law, regulation, court order or order of any regulatory body; and
- (h) any other purpose relating to the execution of the Client's Instructions or in connection with the business or dealings of the Company.

3 Rights of Access and Correction

The Client has the right to have access to and correction of the Client's personal data as set out in the Ordinance. In general, and subject to certain exemptions, the Client is entitled to:

- (a) enquire whether Chief Securities Ltd. holds personal data in relation to the Client;
- (b) request access to the Client's personal data within reasonable time, at a fee which is not excessive, in a reasonable manner and in a form that is intelligible;
- (c) request the correction of the Client's personal data; and
- (d) be given reasons if a request for access or correction is refused, and object to any such refusal.

4 Contact Person

If the Client wishes to request access to and/or correction of personal data concerning the Client, the Client should address the Client's request to the Data Protection Officer at the Company.