

### Margin Facility and Margin Requirements

These terms for Securities margin financing are supplemental to the Customer Agreement between you and BOCI Securities Limited (hereinafter as "We", "Us" or "Our"). Terms defined in the Customer Agreement shall have the same meaning when used here.

Unless otherwise agreed by us in writing, any Margin Facility made available by us to you from time to time at your request shall be subject to the following terms and conditions: -

- (a) You hereby authorize us to open and maintain in your name one or more Accounts through which the Margin Facility is made available ("the Margin Account(s)"). For such Margin Account(s), we will provide financial accommodation to facilitate the subscription of new issue of Securities, the acquisition of Securities or listed Securities and, where applicable, for the continued holding of those Securities. We are authorized to draw on the Margin Facility any amount due to us in respect of any of your Transactions. You will not be able to withdraw funds under the Margin Facility unless with our consent.
- (b) The Margin Facility shall be subject to our overriding right of demand for repayment at any time and we may in our discretion prescribe such limits on the amount available for drawing under the Margin Facility from time to time. The Margin Facility may also be terminated by us at any time without prior notice to you.
- (c) You shall comply with all requirements prescribed by us from time to time as to the provision of margin and security for the Margin Facility including, without limitation, the execution by you or such other persons of such form of security and related documents as we may from time to time require. You will be notified of such requirements from time to time but they are subject to change at any time without prior notice.
- (d) Drawings on the Margin Facility by you shall be subject to our being satisfied with the form and value of the margin and security provided to us at all relevant times and subject further to such procedures as we may prescribe from time to time.
- (e) Interest (and default interest) shall be payable on any amount outstanding under the Margin Facility at such rate and in such manner as we may from time to time determine and notify you and shall accrue from day to day on the daily amounts outstanding.
- (f) If there is a debit balance in any of your Accounts which is a cash account and you hold a Margin Account, interest will be calculated on the combined debit balance and charged to the Margin Account.
- (g) You shall deposit initial margin and/or additional margin with us in such form and amount and within such time as we may require from time to time and at any time. We reserve the right to vary any margin requirements as we may consider appropriate and you shall check with us to ascertain the applicable margin requirements from time to time.
- (h) Any failure by you to meet any margin calls or to comply with any other provisions in this Agreement shall entitle us to close out or liquidate in any manner any or all Securities in your Margin Account(s) without further notice to you.
- (i) You shall, upon our demand at any time, repay to us all principal and interest accrued thereon outstanding under the Margin Facility, but nothing in this Clause shall prejudice our rights, powers and remedies under any security document executed in our favor in respect of the Margin Facility.
- (j) Repayments of any amount outstanding under the Margin Facility may be made at any time and, subject to availability of funds and the provisions in this Agreement, amounts repaid shall be available for re-drawing.
- (k) In consideration of the Margin Facility made and to be made available to you from time to time, you as beneficial owner charge by way of security and release to us all your right, title and interest in and to each of your Account(s) including all the Securities, dividends, interest, stocks, shares, rights, money or property payable or accruing at any time hereafter by way of redemption, bonus, preference, option or otherwise until all indebtedness owing by you to us at any time in connection with the Margin Facility whether actually or contingently including interest thereon and all expenses incurred by us in enforcing and preserving our rights under this Agreement (collectively "the Secured Indebtedness") have been paid or discharged in full.
- (l) A certificate of balance signed by any of our authorized officers shall be conclusive evidence against you of the amount of the Secured Indebtedness owing at any time unless and until the contrary has been established.
- (m) No amount in any of the Margin Account(s) shall be released to, withdrawn from or otherwise dealt with by, you without our consent.
- (n) The security created by Clause (k) above is a continuing security and is in addition to, shall not be affected by and may be enforced despite the existence for any other security held by us in respect of the Margin Facility. Any restriction on the right of consolidating security shall not apply to this security. If any event referred to in Clause (h) above occurs, we shall be entitled to enforce this security and may, without demand, notice, legal process or any other action against you, retain or apply the whole or any part of the assets held in all or any of the Margin Account(s) and/or any credit balance in any currency on all or any of your other Accounts with us, in or towards satisfaction of the Secured Indebtedness and we shall not be liable for any loss arising out of such retention or application.

- (o) If any moneys paid to us in respect of the Secured Indebtedness are required to be repaid by virtue of any law relating to insolvency, bankruptcy or dissolution or for any other reason, we shall be entitled to enforce this Agreement as if such moneys had not been paid.
- (p) If you create or purport to create any security (whether fixed or floating) over any of the Margin Account(s) or any part of it or if any person levies or attempts to levy any form of process against any of the Margin Account(s) or any part of it, the security created by Clause (k) above, to the extent that it may be a floating charge, shall automatically and without notice operate as fixed charge instantly such event occurs.
- (q) You hereby authorize us at any time and without prior notice to you to: -
  - (i) apply any of your Securities in your Accounts (including the Margin Account) pursuant to a securities borrowing and lending agreement;
  - (ii) deposit any of your Securities in the Margin Account with an authorized institution as collateral for financial accommodation provided to us;
  - (iii) deposit any of your Securities in the Margin Account with a recognized clearing house or another intermediary licensed or registered for dealing in securities as collateral for the discharge and satisfaction of our settlement obligations and liabilities.

The term of authorization contained in this Clause (q) shall be for a period commencing from the date of the Agreement to 31 December of the calendar year when this Addendum is executed, and may be renewed or shall be deemed to be renewed upon its expiry date for a further period of twelve months in such manner as may be required by applicable laws, regulations and codes of conduct from time to time. You may withdraw such authorization by giving us notice in writing of not less than 5 business days conditional upon your having discharged all outstanding debts owed to us.
- (r) Any Securities which are held by us for the Margin Account may, at our discretion, be: -
  - (i) registered in your name;
  - (ii) registered in our name or in the name of our associated entity (as defined in the Securities and Futures Ordinance);
  - (iii) deposited in safe custody in a designated account of our banker or with such other appropriate institution which provides safe custody facilities as may be permitted by the applicable laws and regulations.
- (s) You hereby irrevocably appoint us to be your attorney and in your name and on your behalf and as your act or deed or otherwise, without reference to or consent from you, to execute all documents and to do all things as may be required for the full exercise of all or any of the powers conferred on us and our rights under this Agreement as we may consider expedient in connection with the exercise of such powers and rights. You shall, at our request, execute such documents and perform such acts as we may consider expedient in connection with the exercise of our powers and rights under this Agreement.
- (t) Any money paid to us in respect of the Secured Indebtedness may be applied in or towards satisfaction of the same or placed to the credit of such account as we may determine with a view to preserving our rights or prove for the whole of the Secured Indebtedness.
- (u) We may, at any time, continue any existing account and open new account in your name and no subsequent Transactions, receipts or payments involving such new accounts shall affect your liability.
- (v) This Addendum shall form part of the Customer Agreement.

Signed by:

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 Authorized Signature  
 (Corporate Applicant, with company chop)

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 Print Name (in BLOCK letters)

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 Title (Corporate Applicant)

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 Date

## 保证金信贷及保证金规定

此等证券保证金信贷条款为阁下跟中银国际证券有限公司（以下简称「吾等」）订立之客户协议之补充条件及条款。于客户协议的定义的词语在此将具相同的意义。

除非吾等另有书面同意，吾等按阁下所要求而向阁下不时提供的任何保证金信贷（以下简称「保证金信贷」）须受下述之条件及条款（以下简称「该协议」）约束：

- (a) 阁下授权吾等以阁下的名义开立及维持一个或多个户口，透过该等户口向阁下提供保证金信贷（以下简称「保证金信贷户口」）。就该（些）保证金信贷户口，吾等只可提供便利认购新发行之股票、取得证券或上市证券或继续持有（如若适用）该等证券的财务通融。吾等获授权从保证金信贷中提取阁下就任何阁下的交易欠付吾等的金额。阁下将不能根据此信贷安排提取款项，除非得到吾等同意。
- (b) 吾等在任何时间有凌驾权随时要求还款。吾等并且有酌情权就不时可供借贷的保证金信贷金额订明限制。吾等可于任何时间终止保证金信贷而毋需向阁下发出事先通知。
- (c) 阁下须遵守由吾等就保证金信贷而不时需要阁下提供因保证金及抵押而订明的所有规定，包括但不限于阁下或其他人士须要签署由吾等不时要求的抵押及相关文件。阁下将获不时告知该等要求，但该等要求可在任何时间毋需事先通知作出更改。
- (d) 在所有有关时间内，保证金及抵押的形式及价值均必须令吾等满意，阁下方可提取保证金信贷，阁下并且须要依据吾等不时订立的程序提取保证金信贷。
- (e) 阁下须就保证金信贷的任何欠款支付按每日欠款金额逐日计算的利息（及因欠缴而须支付的利息），利率及支付方式由吾等不时决定并通知阁下。
- (f) 如阁下在吾等开立的任何现金户口有借方结余而阁下同时持有保证金信贷户口，计算应缴利息时将会结合两个户口的借方结余，而利息将会纪录在保证金信贷户口内。
- (g) 阁下须依据吾等随时及不时要求的形式及价值及时间内，存入符合吾等要求的初步保证金及/或额外保证金。吾等保留在吾等认为适当时修改任何保证金规定的权利。阁下必须不时向吾等查询当时适用的保证金规定。
- (h) 如果阁下未能遵守任何保证金追收通知或未能遵守本协议中的任何条款，吾等即有权以任何方法并毋须通知阁下代阁下就任何或所有于保证金信贷户口的证券进行交易平仓或斩仓。
- (i) 阁下须就吾等随时作出之要求清偿所有保证金信贷的本金及利息，但此条款不会妨碍阁下就保证金信贷向吾等提供的任何抵押文件赋予吾等的权利、权力及补偿。
- (j) 保证金信贷欠款可以随时清偿。在具备可动用金额的情况下及在本协议条款约束下，已清偿的数额可以再借。
- (k) 鉴于吾等向阁下提供及不时提供保证金信贷，阁下以实益拥有人身份把阁下就每个户口包括所有证券、在任何时候因赎回、红利、优先权、期权或其他情况产生或积累之股息、利息、股票、股份、权益、金钱或财产享有的所有权利、业权及权益抵押予吾等以作为保证，直至完全清偿阁下就保证金信贷亏欠吾等的所有欠款（不论实际的或或有的），包括应缴利息及吾等因执行及保护本协议赋予吾等的权利而引致的所有的合理支出（合称「抵押款项」）。
- (l) 除非及直至被推翻，在任何时候由吾等任何获授权人员签署给阁下的欠款证明书将构成抵押款项数额的最终证据。
- (m) 没有吾等的同意下，任何保证金信贷户口内的任何数额均不得发放、提取或以其他方式处理任何数额。
- (n) 上述第(k)条项的抵押是一项持续及额外抵押，并可以执行而不受任何吾等就保证金信贷持有的其他抵押影响。任何对合并抵押的权利的限制均不适用于本抵押。如果在上述第(h)条所指的任何情况发生，吾等即有权执行本抵押，并且可以在未有向阁下发出要求、通知、法律程序或采取任何其他行动的情况下，保留或运用在所有或任何保证金信贷户口内的全部或任何部份资产及/或阁下在吾等开立的所有或任何其他户口内的任何贷方结余（不论任何货币单位），清偿抵押款项，而吾等就因该保留或运用所引致的任何损失毋须负责。

- (o) 如果吾等因任何与无偿债能力、破产或清盘有关的法律或任何其他的原因须要归还就阁下因抵押款项已向吾等支付的任何款项，吾等有权执行本协议，犹如该等款项从未支付一样。
- (p) 如果阁下针对任何保证金信贷户口或对其任何部份制造或意图制造任何抵押（不论固定或浮动），或如果任何人士针对任何保证金信贷户口或对其任何部份实施或意图实施任何形式的法律程序，根据上述第(k)条项下的抵押，如在任何程度上该保证金信贷户口可能成为一项浮动抵押，吾等即毋须通知阁下并自动及即时在有关情况出现时作为一项固定抵押般运作。
- (q) 吾等兹获阁下授权在任何时间在毋须事先通知阁下：-
  - (i) 根据证券借贷协议运用阁下户口(包括保证金信贷户口内之证券)；
  - (ii) 将阁下任何保证金信贷户口内之证券存放于认可财务机构作为对吾等提供的财务通融的抵押品；
  - (iii) 将阁下任何保证金信贷户口内之证券存放于认可结算所或另一持牌或注册进行证券交易的中介人作为解除及抵偿吾等履行义务及责任的抵押品。

本第(q)段所载的授权期限应由本协议订立日起计至本年十二月三十一日，并可按适用法例、法规及操守准则的要求于授权的期限届满时重续或被视为重续，每次另续十二个月。若阁下已解除所有欠付吾等的责任，阁下可向吾等发出不少于5个工作日的事先通知取消此授权。

- (r) 就吾等为保证金信贷户口所保管之任何证券，吾等可酌情：-
  - (i) 以阁下之名义登记；
  - (ii) 以吾等或吾等有联系实体（定义见证券及期货条例）之名义登记；或
  - (iii) 存放于吾等之银行或提供安全保管设施之任何其他合适并为适用法律或法规所允许之机构指定户口内保管。
- (s) 阁下不可撤回地委任吾等为阁下的受权人，毋须知会阁下亦毋须得到阁下同意，以阁下的名义及代表阁下（不论作为阁下的行为或以其他方式）就全面行使本协议赋予吾等的所有或任何权力及权利签署吾等认为适当的所有文件及采取吾等认为适当的所有行动。阁下并且须在吾等要求时，就行使本协议赋予吾等的权力及权利签署吾等认为适当的文件及采取吾等认为适当的行动。
- (t) 就抵押款项向吾等支付的任何款项可以运用以清偿抵押款项，或存放在任何吾等决定的户口以求保护吾等的权利或就全部抵押款项提出债权证明。
- (u) 吾等可以随时及/或继续就任何现有户口及以阁下的名义开立新户口，而涉及该等新户口的交易、收款或付款均不应影响阁下的责任。
- (v) 本附件构成客户协议的一部分。

申请人签署：

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授权签署  
(如属公司客户，请盖上公司印章)

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姓名（以正楷填写）

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职衔（公司申请人）

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日期