



**冠力金融服務有限公司**  
**Grandly Financial Services Ltd.**

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***MARGIN FINANCING – ADDENDUM***

**保證金(孖展)融資 – 補充協議**

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Effective 2020 June 1  
自 2020 年 6 月 1 日起生效

Version 2  
第 2 版

## MARGIN CLIENT'S AGREEMENT – ADDENDUM

### 保證金客戶協議書 – 補充協議

THIS ADDENDUM AGREEMENT is made between the following parties on the date of the Securities Margin Financing Account Opening Form and is an addendum to the Securities Account Client Agreement:  
本補充協議由下列雙方於保證金開戶表格所載的日期簽訂，並為證券帳戶客戶協議的附錄：

- Grandly Financial Services Limited**, a company incorporated in Hong Kong (CE No.: BDB792) with its principal place of business at 16th Floor, 83 Wan Chai Road, Hong Kong and is a corporation licensed for Type 1 (Dealing in Securities) and Type 2 (Dealing in Futures Contracts) regulated activities under the Securities and Futures Ordinance (the “**Company**”); and  
冠力金融服務有限公司是一間在香港註冊成立的公司，主要業務地點位於香港香港灣仔灣仔道 83 號 16 層，亦是根據《證券及期貨條例》就第 1 類（證券交易）及第 2 類（期貨合約交易）受規管活動獲發牌的持牌法團（中央編號：BDB792），（[本公司]）；與
- The party whose name, address and details are set out in the Securities Margin Financing Account Opening Form.  
姓名、地址及詳細資料載於保證金開戶表格中的客戶。

#### NOW IT IS HEREBY AGREED as follows:-

雙方謹此協議下：

#### 1. DEFINITIONS 定義

- 1.1 In this Addendum Agreement, unless the context otherwise requires, the following words and expressions shall have the following meanings:-

在本補充協議中，除非在上下文另有規定，否則下述的文字及詞語將具有下列所述的含意：-

**“Facility Letter”**

「融資安排函件」

means the letter from the Company to the Client offering the Facility;

指本公司提供予客戶之有關融資之函件；

**“Indebtedness”**

「債務」

means any obligation for the payment or repayment of money, whether actual or contingent;

指任何支付或償還金錢之責任，不論實際或或有的亦然；

**“Liabilities”**

「負債」

means the aggregate of:

指以下各項之總計：

- (a) all present and/or future actual and/or contingent Indebtedness or other liabilities (in whatever currency they may be expressed) of the Client to the Company (whether incurred solely, severally or jointly with others and whether incurred as principal or surety) including (without limitation) all monies advanced on any current, loan or other account (whether existing or opened at any time after the date hereof), and all pecuniary obligations arising out of currency and other financial transactions; and

所有客戶現時及／或將來實際及／或或有的拖欠本公司之債務或其他責任（不論以任何貨幣顯示，亦不論客戶以主要債務人或以擔保人的身份，也不論是單獨、各別或與其他人士聯同引起的），包括（但不限於）從任何往來、貸款或其他帳戶（不論已存在或在本補充協議簽訂日後才開立之帳戶）中預支之所有款項，以及在貨幣和其他金融交易中引起之所有金錢上之責任；及

- (b) any interest accrued in respect of the amounts and liabilities referred to in part (a) above, both before demand and from the date of demand to the date of payment, as well after as before judgment (whether any of the same shall have been capitalised or not);

and

發出還款要求前和自發出還款要求日至付款日期間,以及作出裁決之前及之後,就上述第(a)條段所提及之款項和負債所引起之任何利息(不論上述任何各項是否已經予以資本化);及

- (c) all charges, commissions and legal and other expenses incurred in any manner whatsoever by the Company in relation to the said Indebtedness and liabilities or to this Addendum (including without limitation any foreign exchange losses and expenses incurred by the Company in enforcing or otherwise attempting to recover any such Indebtedness or liabilities) on a full indemnity basis;

在完全彌償基準之上,本公司以任何方式就上述債務和負債或就本補充協議所引起之所有收費、佣金、律師費和其他費用,包括但不限於本公司在強制執行或以其他方法試圖討回任何該等債務或負債而引起之任何外匯損失及開支。

**“Margin Account”**

「孖展帳戶」

means an Account which has the benefit of a Facility.

指受益於孖展貸款融通的帳戶。

- 1.2 In the event of any inconsistency between the provisions of the Securities Account Client Agreement and this Addendum, the provisions of this Addendum shall prevail.

凡本客戶證券帳戶協議條款與本補充協議條款之間有任何不一致,以本補充協議之條款為準。

- 1.3 Terms and expressions defined in the Securities Account Client Agreement shall have the same meaning in this Addendum unless the context otherwise requires. References to clauses in the Addendum shall refer to clauses contained in the Addendum, unless the context otherwise requires

除非文意另有所指,否則客戶證券帳戶協議內所定義之詞語在本補充協議內意義相同。除非文意另有所指,本補充協議中所提述的條款的是指本補充協議所載的條款。

- 1.4 The terms of the Facility Letter and any authorisation letter given by the Client with respect to the Facility shall form part of this Addendum.

融資安排函件之條款及客戶就融資而作出之任何授權書構成本補充協議之一部份。

**2. MARGIN SECURITIES TRADING ACCOUNT 孖展證券交易帳戶**

- 2.1 The Client shall be granted credit facilities subject to and upon the execution of all necessary loan and security documentation to be secured by deposits or margins in cash or securities acceptable to the Company as collateral. The Company shall have the discretion to determine the value of each collateral security. At all times the outstanding balance owing to the Company shall not exceed the value of the collateral maintained with the Company.

在所有必須的貸款及擔保文件簽署及有足夠的現金存款或保證金擔保及本公司可接受的證券抵押後,本公司將給予客戶信貸服務。本公司將有酌量權以決定每一抵押擔證券的價值。在任何時間,欠本公司未付餘額將不可超過由本公司保管的抵押品之價值。

- 2.2 In consideration of the Company granting to the Client the Facility, the Client charges to the Company, by way of first fixed charge as a continuing security for the payment and satisfaction on demand of the Liabilities, all of the Client's securities which are now or which shall at any time be deposited with, or come into the possession, custody or control of, the Company or any member of the Group or any nominee or custodian appointed or agreed by the Company, or with any person, to facilitate the provision of the Facility in respect of the Account, which shall include all dividends and other distributions made or payable in respect of such securities, and all securities (and the dividends and other distributions in respect thereof), rights, monies or property of whatever nature accruing to or offered at any time by way of redemption, bonus, preference, options, purchase consideration or otherwise in right or in respect of the aforesaid securities (the “Margin Securities”).

作為本公司向客戶提供融資之代價,客戶以第一固定押記之形式持續性地抵押予本公司,所有以下提述之證券作為支付及清償其被要求繳付之負債之擔保。該等證券乃客戶現在或在任何時候為了促成提供與帳戶相關之融資而存於本公司或任何集團成員或本公司指定或同意的任何代名人或保管人或任何人士,或由此等人士所擁有、託管或控制之所有客戶之證券,包括就該等證券而派發或支付之所有股息及其他分配,以及在任何時候以贖回、花紅、優先股、認購權、購買代價或任何形式所產生之權利或就上述證券而產生或被提供之所有證券(以及就其等分發之股息及其他分配)、權利、款項或任何性質的財產(「孖展證券」)。

2.3 The Client undertakes:

客戶承諾：

2.3.1 at all times to maintain the level of margin specified in the Facility Letter or any other level of margin determined by the Company from time to time ("Margin"), either by paying to the Company sufficient monies or by depositing (or procuring the deposit of) sufficient securities with the Company; and

通過向本公司支付足夠款項之方式，或通過在本公司存入（或促使存入）足夠證券之方式，以維持融資安排函件中規定的或本公司不時決定之孖展水平（「孖展」）；及

2.3.2 forthwith upon demand to pay to the Company such sum, in cleared funds, in cash and/or deliver to the Company such additional securities as additional or substituted security for the Liabilities; and for the avoidance of doubt, any securities deposited with or delivered to the Company under this clause shall form part of the Margin Securities.

在本公司之要求下，立即向本公司並以可自由提取使用之現金支付有關之款項及／或向本公司交付相關之額外證券，作為負債之額外或替代抵押品；為免存疑，按本條款下存放於或交付給本公司之任何證券將構成孖展證券之一部份。

2.4 The Client shall pay the Company on a monthly basis, in respect of the Liabilities, interest at the Normal Interest Rate specified in the Facility Letter but if any Event of Default occurs, the aforesaid Normal Interest Rate may be replaced with such Default Interest Rate as notified to the Client by the Company and such replacement shall immediately become effective on the date of the occurrence of such Event of Default unless otherwise agreed in writing by the Company.

客戶應每月按照融資安排函件內指定之正常息率支付本公司負債相關之利息；然而，若發生任何違約事項，上述正常息率可能會被本公司通知客戶之違約息率所替代，而該替代將於發生該違約事項當日即時生效，除非本公司另有書面協定。

2.5 Notwithstanding any provisions of this Addendum, the Company may from time to time at its discretion, by written notice to the Client, stipulate another interest rate replacing the Normal Interest Rate or Default Interest Rate, and such other rate shall apply as from the date of the notice or such later date specified in the notice. If any interest rate mentioned in this clause 2.5 or clause 2.4 above in this Addendum would exceed the maximum lawful rate under the Money Lenders Ordinance (Cap. 163 of Laws of Hong Kong), then the maximum lawful interest rate under that Ordinance shall be applied instead. The Client agrees that the Company shall be entitled (but not be obliged), at any time and from time to time, without prior notice, to debit any Account with the Company and/or any other account(s) of the Client with other member(s) of the Group with any interest due and payable by Client in accordance with this clause 2.5 or clause 2.4 above in this Addendum and the Client undertakes to, immediately upon demand by the Company, do such act(s) and/or execute such document(s) as may be required by the Company at any time and from time to time in order to give full effect to each such debit.

不管本補充協議之任何規定，本公司可隨時酌情決定向客戶發出書面通知，指定另一息率代替正常息率或違約息率，該新指定之息率應自通知日當日或通知內所指明之較後日期當日起生效。倘若本 2.5 條款或本補充協議以上 2.4 條款所述之任何息率高於放債人條例（香港法例第 163 章）之法定最高息率，該息率則為該條例下之法定最高息率。客戶同意，本公司有權（但無責任）可隨時及不時並無須事先通知從本公司處開立之任何帳戶或客戶在其他一個或多個集團成員處的任何一個或多個帳戶內扣除到期及客戶按本 2.5 條款或本補充協議以上 2.4 條款應付之任何利息條款應付之任何利息及客戶承諾應本公司之要求立即作出及／或簽署本公司可能隨時及不時要求之行動及／或文件，以使每一項該等扣除全面生效。

2.6 The Company shall have an absolute discretion to accept or reject any order or the execution of any order until (as the case may be)

本公司將擁有完全自由酌量權以接受或拒絕任何指令或執行任何指令直至（視乎情形）

2.6.1 there is sufficient cleared funds in the Account; or  
該帳戶中有充足的結算資金；或

2.6.2 there are sufficient securities in the Account for settlement of the Transaction.  
為結清有關交易，該帳戶中有充足的證券。

2.7 The Company is authorised on the Client's behalf and in Client's name to:

本公司獲授權代表客戶及以客戶名義：

2.7.1 draw on the Facility or withdraw from any account maintained by Client with the Company such sums of money in payment of the purchase price for the securities purchased or purportedly purchased for Client as evidenced by the contract note issued in Client's name and at the same time deposit into any account maintained by Client with the Company the securities so purchased or purportedly purchased with money withdrawn from any such account. In addition,

the Company may draw on the Facility or withdraw from any account maintained by Client with the Company such sums of money in payment of brokerage, fees, disbursements, charges and any other sums owed by Client in connection with the Margin Securities; and

從融資中或從客戶在本公司所維持的任何帳戶中提取款項，用作支付為客戶買入或宣稱為客戶買入的證券之買價（以客戶名義發出的買單為證），同時將上述從客戶帳戶中提取的款項而買入或宣稱買入的證券存入客戶在本公司所維持的任何帳戶內。此外，本公司可以從融資中提取款項或從客戶於本公司所維持的任何帳戶中提取款項用作支付經紀費、費用、開支、收費以及客戶就孖展證券所拖欠的任何其他款項；以及

- 2.7.2 withdraw from any account maintained by Client with the Company such securities sold or purportedly sold for Client as evidenced by the contract note issued in Client's name and at the same time deposit into any account maintained by Client with the Company the sums of money representing the net proceeds of sale of the securities so withdrawn and so sold or purportedly sold, or apply the same or any part thereof in or towards discharge of any Liabilities.
- 從客戶在本公司所維持的帳戶中提取為客戶沽出或宣稱沽出的證券（以客戶名義發出的沽單為證），同時將上述提取並沽出或宣稱沽出的證券的淨收益款項存入客戶在本公司所維持的任何帳戶內，或將該淨收益款項或其任何部份用於清償任何負債。

### 3. MARGIN SECURITIES 孖展證券

- 3.1 If Client shall pay to the Company the whole of the amount of Liabilities without any deduction, the Company shall at any time after such payment has been so made, upon the Client's request and cost, discharge the security created hereby provided that upon discharge the Company shall not be bound to return securities bearing serial numbers identical with those deposited with or transferred to the Company so long as the securities returned are of the same class, denomination and nominal amount and rank pari passu with those originally deposited with or transferred to the Company (subject always to taking account of such events like any capital reorganisation which may have occurred in the meantime).

倘若客戶毫無扣減地向本公司支付全部負債金額，本公司將在該等款項償付後任何時間，當客戶要求並支付費用後，解除於此產生之抵押。惟當解除抵押時，本公司退還之證券，只需與原本存入或轉讓予本公司之證券屬同等級別、面值、面額及享有同樣權益（惟須考慮可能在此期間出現任何如資本重組等情況），而毋須與原本存入或轉讓予本公司之證券之編號相同。

- 3.2 The security conferred on the Company is a continuing security and shall not be discharged by any intermediate payment or satisfaction of the whole or any part of the Liabilities, or by the closing of any Client's accounts with the Company (whether subsequently reopened or not and either alone or jointly with others).

授予本公司之抵押乃持續抵押，不應因任何中期支付或清償全部或任何部份負債而解除，或因結束客戶在本公司處開立之任何帳戶而解除（不論是否日後重開及不論獨自或與他人聯同開立）。

- 3.3 The security hereby conferred on the Company is in addition to and without prejudice to any collateral or other securities which the Company may now or hereafter hold from or on account of the Client nor shall such collateral or other security or any lien to which the Company may be otherwise entitled (including any security, charge or lien prior hereto) or the liability of any person or persons not parties hereto for all or any part of the monies and liabilities hereby secured be in any way prejudiced or affected hereby. The Company shall have full power at its discretion to deal with, exchange, release, modify or abstain from perfecting or enforcing any such securities or other guarantees or rights which it may now or hereafter have or to give time for payment or any indulgence to any other person or persons without discharging or in any way affecting the Client's liabilities or the security created hereunder. All monies received by the Company from the Client or any person or persons liable to pay the same may be applied by the Company to any account or any transactions to which the same may be applicable.

在此授予本公司之抵押，乃添加於且不減損本公司現有或今後可能從客戶或為客戶而持有之任何抵押品或其他保證，且本公司可能因其他原因而享有的抵押品或其他保證或任何留置權（包括在本補充協議之前之任何抵押、押記或留置權），或並非本補充協議訂約方之任何人士就本補充協議下保證之全部或任何部份款項和負債而承擔之責任，均不會在任何方面因在此授予本公司之抵押而受到損害或影響。本公司擁有全權酌情處理、交換、免除、修改或放棄完成，或放棄強制執行任何該等保證或其也現在或嗣後可能享有之其他擔保或權利，或對任何其他一位或多位人士給予付款寬限時間或任何寬免，而不會解除或以任何方式影響客戶之負債或本補充協議下設立之抵押。本公司從客戶或有責任付款之任何人士收取之所有款項，本公司可應用在任何適用之帳戶或交易。

- 3.4 The Client shall, during the continuance of this security, pay all payments due in respect of any of the Margin Securities but the Company may in its discretion make such payments on the Client's behalf. Any sums so paid by the Company shall be repayable forthwith by the Client and pending such repayment, shall both carry interest at the applicable rate and be a charge on the Margin Securities.

在本抵押持續期間，客戶須支付所有有關任何孖展證券應付之款項，惟本公司若認為恰當，可代客戶付款。本

公司如此支付之任何款項，客戶須立即償還，及在還款前該款項按適用息率附加利息，並成為孖展證券上之押記。

- 3.5 In addition and without prejudice to any general liens, rights of set-off or other similar rights to which the Company may be entitled under law or this Addendum, all securities, receivables, monies and other property of the Client (held by the Client either individually or jointly with others) held by or in the possession of the Company at any time shall be subject to a general lien in favour of the Company as continuing security to offset and discharge all of the Client's obligations to the Company and any member of its Group.

在附加於及不影響本公司在法例或本補充協議下，其可享有之任何一般留置權、抵銷權或其他類同權利之情況下，所有本公司持有或擁有之證券、所有應收款項、款項及客戶之其他財產（客戶單獨或聯合持有），均受制於本公司之一般留置權下作為持續抵押，以抵銷及解除對本公司或任何集團成員之所有責任。

#### 4. PAYMENT OF MARGIN 保證金支付

- 4.1 The time for payment of any Margin is of the essence and if no other time is stipulated when making a demand then the Client is required to comply with such demand before the expiry of two hours from the time the Company makes the demand (or more quickly if required to do so). The Client agrees to pay immediately in full and on demand any amount owing with respect to any of the Client's accounts. All initial and subsequent deposits and payments for margin and other purposes shall be made in cleared funds and in such currency and in such amounts as requested by the Company.

支付任何保證金的時間為關鍵要素，如果本公司提出付款要求時未規定其他時間，則客戶應於該要求提出之時起計 2 個小時內(或按本公司規定的更早時間)執行該要求。客戶亦同意於本公司要求時立即全額支付就本公司任何帳戶所欠之任何金額。凡就保證金所作的首筆及隨後存款和付款，一律應為已過數的資金，且本公司有絕對的酌情權定貨幣種類及金額。

- 4.2 The Client agrees to maintain such Margin and shall on demand pay such additional Margin by means of cash, securities or in such form and/or amounts and within such time as determined by the Company to be payable by the Client or by the Company on the Client's behalf in respect of such margin or any other payment in connection with any transaction in securities entered into on the Client's behalf (or entered into by the Client) (as the case may be) under the terms of this Addendum.

客戶同意依照本公司的要求維持該保證金，並以現金、證券或按本公司確定的形式及/或金額，在本公司確定的時間追加支付保證金，以補償客戶或本公司代客戶就該保證金而應該支付的款項，或配合本補充協議條款下代表客戶訂立或與客戶訂立(視乎情況而定)任何證券交易而進行的任何其他付款。

- 4.3 For the avoidance of doubt, failure to meet Margin calls made by the Client by the time prescribed by the Company or otherwise or any other accounts payable constitutes an "Event of Default". In addition to the rights under clause 2.3 hereunder shall give the Company the right (without prejudice to other rights) to close the Margin and/or to close out any position in the Margin Account(s) (as the case may be) 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 and any cash deposit(s) to pay the Company all outstanding balances owing to the Company. Any monies remaining after that application shall be refunded to the Client.

為避免疑問，客戶如未按本公司規定的時間或其他時間應本公司催促追加支付保證金或支付本補充協議任何其他應付賬，在本公司本補充協議第 2.3 條所述權利之上，即有權(並且無損其他權利)終止帳戶及/或將帳戶內任何持倉予以平倉(視乎情況而定)而不必通知客戶，並有權出售為客戶或代客戶所持的任何或全部證券，用所得款項及任何現金或任何現金存款支付客戶欠本公司的一切金額。用餘的款項將退還於客戶。

#### 5. CLIENT AUTHORITY 客戶授權

- 5.1 In consideration of the Margin Facility, the Client provides his written authority ("Client Securities Standing Authority") under section 7 of the Securities and Futures (Client Securities) Rule to:

客戶現根據【證券及期貨(客戶證券)規則】第 7 條以書面授權 本公司:

- 5.1.1 Deposit any of the Client's Securities with a banking institution as collateral for an advance or loan made to the Company, or with the Clearing House as collateral for the discharge of the Company's obligations under the clearing system;  
將客戶的任何證券存放在銀行業機構，作為本公司所獲墊支或貸款的抵押品，或者存放在中央結算，作為履行本公司在結算系統下之責任的抵押品；
- 5.1.2 Borrow or lend any of the Client's Securities; and/or  
借貸客戶的任何證券；及/或
- 5.1.3 Deposit any of the Client's Securities collateral with HKSCC as collateral for the discharge and satisfaction of the Company's settlement obligations and liabilities. The Client understands that

HKSCC will have a first fixed charge over the Client's Securities to the extent of the Company's obligations and liabilities.

將任何客戶的證券抵押品存於任何其他認可結算所或任何其他獲發牌或獲註冊進行證券交易的中介人，作為解除本公司在交收上的義務和清償 本公司在交收上的法律責任的抵押品。

- 5.2 Apply or deposit any of the Client's Securities collateral in accordance with the above 3 authorizations if the Company provide financial accommodation to the Client in the course of dealing in Securities and also provide financial accommodation to the Client in course of any other regulated activity for which the Company is licensed or registered.

如本公司在進行證券交易及本公司獲發牌或獲註冊進行的任何其他受規管活動的過程中向客戶提供財務通融，即可按照上述三項授權所述運用或存於任何客戶的證券抵押品。

- 5.2.1 Apply or deposit any of the Client's Securities collateral in accordance with the above 3 authorizations if the Company provide financial accommodation to the Client in the course of dealing in Securities and also provide financial accommodation to the Client in course of any other regulated activity for which the Company is licensed or registered.

上述授權受本補充協議第 1.3 條指明按照客戶款項規則或客戶證券規則(視乎情況而定)由客戶續期或當作已被續期所制約下，客戶證券常設授權的有效期為十二個月，自本協議書之日起計有效。

- 5.2.2 Each of the Client Securities Standing Authority may be revoked by giving the Company written notice addressed to the Customer Service Officer at the Company's address specified in this Addendum or such other address which the Company may notify the Client in writing for this purpose. Such notice shall take effect upon the expiry of 14 days from the date of the Company's actual receipt of such notice.

客戶可以向本公司客戶服務部列明於帳戶開立表格內的公司地址或該等本公司為此目的可能以書面方式通知的其他地址，發出書面通知，撤回客戶證券常設授權。該等通知之生效日期為本公司真正收到該等通知後之 14 日起計。

- 5.2.3 The Client understands that each of the Client Securities Standing Authority shall be deemed to be renewed on a continuing basis without the Client's written consent if the Company issues the Client a written reminder at least 14 days prior to the expiry date of the relevant authority, and the Client does not object to such deemed renewal before such expiry date.

客戶明白本公司若在客戶證券常設授權的有效期屆滿 14 日之前，向客戶發出書面通知，提醒客戶有關常設授權即將屆滿，而客戶沒有在該等常設授權屆滿前反對該等常設授權續期，客戶證券常設授權應當作不需要客戶的書面同意下按持續的基準已被續期。

During the subsistence of this authority, the Company may do any of these things above without giving the Client notice. The Client understands that a third party may have rights to the Client's securities, which the Company must satisfy before the Client's securities can be returned to the Client.

由客戶將此函呈上當日起，本公司可以進行上述的各項運作，而無須另發通知客戶。客戶理解此授權可引至第三者對客戶存放於本公司的證券有所有權。

## 6. RISK DISCLOSURE 風險披露

- 6.1 The Client confirms that the Risk Disclosure Statement set out below has been explained to him in a language of the Client's choice and the Client has been invited to read the Risk Disclosure Statement and to ask questions and take independent advice if the Client wishes.

客戶確認並承認本公司已經向客戶以客戶所選擇之語言來全面講解並邀請客戶閱讀下列風險披露聲明及提問問題和詢問獨立意見，並且客戶接受該等風險。

- 6.2 There is risk if the Client provides the Company with an authority that allows it to apply the Client's securities or securities collateral pursuant to a securities borrowing and lending agreement, repledge the Client's securities collateral for financial accommodation or deposit the Client's securities collateral as collateral for the discharge and satisfaction of its settlement obligations and liabilities.

向本公司提供授權書，容許其按照某份證券借貸協議書使用客戶的證券或證券抵押品，將客戶的證券抵押品再質押以取得財務通融，或將客戶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。

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

假如客戶的證券或證券抵押品是由本公司在香港收取或持有的，則上述安排僅限於客戶已就此給予書面同意的情況下方行有效。此外，除非客戶是專業投資者，客戶的授權書必須指明有效期，而該段有效期不得

超逾 12 個月。若客戶是專業投資者，則有關限制並不適用。

- 6.3 The Client is not required by any law to sign these authorities. But an authority may be required by the Company, for example, to facilitate margin lending to the Client or to allow the Client's securities or securities collateral to be lent to or deposited as collateral with third parties. The Company has explained to the Client the purpose for which one of these authorities is to be used.

現時並無任何法例規定客戶必須簽署這些授權書。然而，本公司可能需要授權書，以便例如向客戶提供保證金貸款或獲准客戶的證券或證券抵押品借出予第三方或作為抵押品存放於第三方。本公司已向客戶闡釋將為何種目的而使用授權書。

- 6.4 If the Client signs one of these authorities and the Client's securities or securities collateral are lent to or deposited with third parties, those third parties will have a lien or charge on the Client's securities or securities collateral. Although the Company is responsible to the Client for securities or securities collateral lent or deposited under the Client's authority, a default by the Company could result in the loss of the Client's securities or securities collateral.

倘若客戶簽署授權書，而客戶的證券或證券抵押品已借出予或存放於第三方，該等第三方將客戶的證券或證券抵押品具有留置權或作出押記。雖然本公司根據客戶的授權書而借出或存放屬於客戶的證券或證券抵押品須對客戶負責，但本公司的違責行為可能會導致客戶損失客戶的證券或證券抵押品。

- 6.5 A cash account not involving securities borrowing and lending is available from most companies. If the Client does not require margin facilities or does not wish for his other securities or securities collateral to be lent or pledged, the Client can choose not to sign this addendum and ask the Company to open this type of cash account.

大多數公司均提供不涉及證券借貸的現金帳戶。假如客戶毋需使用保證金貸款，或不希望本身證券或證券抵押品被借出或遭抵押，則不用簽署此附加條款，並可要求開立該等現金帳戶。

- 6.6 Moreover, the Client acknowledges that the risk of loss in financing a transaction by deposit of collateral is significant. The Client may sustain losses in excess of the Client's cash and any other assets deposited as collateral with the Company. Market conditions may make it impossible to execute contingent orders, such as "stop-loss" or "stop-limit" orders. The Client may be called upon at 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, the Client's collateral may be liquidated without the Client's consent. Moreover, the Client will remain liable for any resulting deficit in the account and interest charged on such account. The Client has therefore carefully considered that such a financing arrangement is suitable in the Client's own financial position and investment objectives.

藉存放抵押品而為交易取得融資的虧損風險可能極大。客戶所蒙受的虧蝕可能會超過客戶存放於你作為抵押品的現金及任何其他資產。市場情況可能使備用交易指示，例如“止蝕”或“限價”指示無法執行。客戶可能會在短時間內被要求存入額外的保證金款額或繳付利息。假如客戶未能在指定的時間內支付所需的保證金款額或利息，相關的抵押品可能會在未經客戶同意下被出售。此外，客戶將要為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，客戶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自己。

## 7. MARGIN CALL POLICY 保證金追收

- 7.1 The Client confirms that the he has been provided a copy of the Company's Margin Call Policy (including the forced liquidation procedures) and it has been explained to him in a language of the Client's choice and to ask questions and take independent advice if the Client wishes.

客戶確認已獲得冠力金融的追收孳展政策（包括強制平倉流程），並按照客戶選擇的語言進行解釋，客戶也有機會提出問題及徵求獨立的意見（如有此意願）。

- 7.2 The Client acknowledges that the Company's Margin Call Policy (including the forced liquidation procedures) may be updated from time to time, and the Client should check the Company's website ([www.grandlyifg.com](http://www.grandlyifg.com)) for any updates.

客戶確認已熟知冠力金融的追收孳展政策（包括強制平倉流程）經不時修訂，其副本載於 [www.grandlyifg.com](http://www.grandlyifg.com)。

## 8. ACKNOWLEDGEMENT 確認

The Client acknowledges and accepts, for the avoidance of doubt, that the Company and any Group company may exercise and enforce any of the rights conferred by this Addendum subject to law, in respect of Indebtedness and Liabilities owed by the Client as defined under this Addendum.

客戶確認及接受，為免生疑問，本公司及任何集團公司可就有關本補充協議內定義的客戶拖欠的債務及負債，在法律的規限下行使及執行任何根據本協議賦予的權利。



**9. REPRESENTATIONS, WARRANTIES AND UNDERTAKINGS 聲明、陳述、保證及承諾**

**9.1** The Client represents, warrants and undertakes to the Company that no other person has any interest in the Margin Securities and undertakes not to sell, grant an option over or otherwise deal in any way with or create or allow to subsist a charge, pledge or other encumbrance over the Margin Securities other than pursuant to the terms of this Addendum.

客戶向本公司陳述、聲明、保證及承諾，並無他人同時擁有有關孖展證券之任何權益，並承諾除按本補充協議之條款外，不會沽出孖展證券，不會授予孖展證券之期權，亦不以其他方式處理孖展證券，以及不在孖展證券上設定或允許存在抵押、質押或其他產權負擔。

**9.2** The Client represent to Grandly Financial that you understand documents written in English and have not relied on the Company to explain this Addendum or any other document, or the legal, economic or other implications thereof. The Client acknowledge that the Chinese translation is for reference only and the English version shall prevail with respect to any inconsistencies between the Chinese translation and the English version. Further, The Client accept that the Company shall have no liabilities or any other responsibilities whatsoever for any inaccuracies, errors or omissions in the Chinese translation.

客戶向本公司確認明白用英語書寫的文件，並沒有依賴本公司解釋本補充協議或任何其他文件，或其法律、經濟或其他的含意。如任何條文附有中文翻譯，該翻譯只供參考，如中文翻譯和英文版本有任何不一致時，以英文版本為準。客戶同意本公司不會就中文翻譯的不正確、錯誤或缺漏承擔任何法律責任或任何其他責任。



**冠力金融服務有限公司**  
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