

Appendix A - Additional Terms for Securities Margin Account 附表 A - 證券保證金帳戶之附加條款

WHEREAS 前言

- i. This Appendix is supplemental to the terms and conditions set out in the Agreement for Securities Trading Account and applies to any securities margin account (the "Securities Margin Account") opened by the Client with GMSL.
本附表對證券交易帳戶協議列出之條款及細則作出補充並適用於客戶跟環球大通證券開立之任何證券保證金帳戶。
- ii. The Client intends to open and maintain one or more Securities Margin Accounts with GMSL for the purpose of obtaining credit facilities in respect of Securities transactions effected by the Company on behalf of the Client (the "Transaction").
客戶將開立一個或多個證券保證金帳戶，作為取得保證金信貸用途，用於本公司代表客戶進行證券交易(「交易」)。
- iii. GMSL agrees to open and maintain Securities Margin Account and acts as an agent for the Client.
環球大通證券同意為客戶開立及維持證券保證金帳戶及以客戶代理人身份行事。
- iv. Unless otherwise stated, terms in this Appendix have the same meanings as in the Agreement for Securities Trading Account. Where any conflict or inconsistency arises between any provision of this Appendix and any provision of the Agreement for Securities Trading Account or other Appendix, the provision of this Appendix shall prevail.
除非另外列明，本附表的條款跟證券交易帳戶協議有相同意思。倘若本附表之任何條文跟「證券交易帳戶協議」或其他附表之任何條文有任何相抵觸或不一致，則以本附表之條文為準。

1. Interpretation 釋義

In this Appendix, unless the context requires otherwise: 在本附表中，除非下文另有規定，否則：

“Financial Accommodation” 「財務通融」	has the meaning given to that term in Schedule 1 of the Securities and Futures Ordinance; 指證券及期貨條例附表一就此詞之涵義;
“Margin” 「保證金」	means amount of cash, approved debt Securities, approved Securities, variation adjustments, interest rate cash adjustments or any other form of non-cash collateral deposited in the Account as the Company may demand from the Client from time to time for the purpose of protecting the Company against any loss or risk of loss on present, future, or contemplated contracts and/or Client contracts and not being less than the relevant Clearing House Margin; 指本公司為保障本公司免受現行、未來或預期合約及/或客戶合約的任何虧損或虧損風險而不時要向客戶索求存於帳戶的現金、核准債務證券、核准證券、變價調整、利率現金調整或任何其它形式的非現金抵押品的款額，而該款額應不少於有關結算所保證金;
“Margin Percentage” 「保證金比率」	means such percentage of the market value of eligible Securities classified by the Company up to which the Client is permitted to borrow (or otherwise to secure Financial Accommodation) from the Company against the Margin deposited in the Account; ; 指客戶按保證金要求能夠根據其帳戶內持有本公司對認可資格證券的市值金額，從本公司借入款額(或為獲得財務通融)的一個百分比;

2. Activities under the Securities Margin Account 證券保證金帳戶下之活動

- a. GMSL will provide Financial Accommodation only to the Client for the purpose of the acquisition or the continued holding of Securities and the Client may not withdraw funds under such facility for any other purposes.
環球大通證券會就客戶為購入或繼續持有證券向客戶提供財務通融，客戶一概不得為任何其他目的提取該信貸下之資金。
- b. The Client agrees that GMSL is under no obligation at any time to provide, or continue to provide, any Financial Accommodation or to make any advances. For the avoidance of doubt, if a debit balance arises on the Client's Securities Margin Account or any other margin account held with Global Mastermind Group, GMSL shall not be, nor shall it be deemed to be obliged to, provide or continue to provide Financial Accommodation. For instance, but without limitation, the fact that GMSL permits a debit balance to arise in the Securities Margin Account shall not imply any obligation on the part of GMSL to advance monies or incur any obligation on the Client's behalf on any subsequent occasion, but without prejudice to the Client's obligations in respect of any debit balance on the Client's Securities Margin Account which GMSL has permitted to arise.
客戶同意環球大通證券在任何時候是沒有義務提供或繼續提供任何財務通融或任何墊款。為免生疑問，如客戶的證券保證金帳戶或在環球大通集團開設的其他保證金帳戶出現借方結餘，環球大通證券無義務而且不應被視為有義務提供或繼續提供任何財務通融。例如(但不限於此)，環球大通證券允許任何保證金帳戶出現借方結餘，並不意味環球大通證券有任何義務在任何隨後的情況下提供墊款或代客戶承擔任何義務，但客戶對環球大通證券所允許出現的任何借方結餘應有的義務不因此而受影響。
- c. In general, the Company has different maximum Margin Percentages for different kinds of Securities. However, the Margin Percentage of each particular Securities is subject to change at the sole discretion of the Company without prior notice to the Client.
一般而言，本公司就不同種類之證券設有不同之保證金比率最高限額。但每種特定證券的保證金比率，均由本公司全權酌情決定更改，而毋須預先通知客戶。

3. Authorization to GMSL 授權予環球大通證券

- a. The Client authorizes GMSL to do the following acts and things relating to the Securities Margin Account at the sole discretion of GMSL :-
客戶授權予環球大通證券以其絕對酌情權進行以下有關證券保證金帳戶之行動及事宜：

- I. to deposit into or transfer payment to and from the Securities Margin Account to settle any outstanding payments or to effect any set off; 將款項存入或轉入或從證券保證金帳戶轉出，以清償任何欠款或執行任何抵銷;
- II. to draw on any credit balance in the Securities Margin Account, including the disposal of any Collateral, other Securities or other assets held for or on the Client's behalf, for the settlement of any obligations owed by the Client to Global Mastermind Group or to any third party; 自證券保證金帳戶內提取其任何信貸餘額 (包括賣出代客戶持有之任何抵押品、其他證券及其他資產) 以償還虧欠任何環球大通集團或任何第三者之債務;
- III. to ask for information relating to the status of any Account maintained with Global Mastermind Group. 要求查詢或獲取有關在環球大通集團開立之任何帳戶的資料。
- b. GMSL at its sole discretion shall have the right to do any of the following provided standing authority is obtained from the Client: 在事先得到客戶同意後，環球大通證券將擁有絕對酌情權進行以下行動及事宜:
- I. to withdraw or take possession of the Collateral and to pledge, charge, dispose of and realize all or part of the Collateral to the extent permitted by Applicable Laws or Regulations; 在適用法律及規例容許下，提取或持有抵押品及將抵押品全部或部份抵押、質押、出售及套現;
- II. to deposit any Collateral with, or lend any Collateral to, an authorized institution or a licensed dealer or such other party permitted by Applicable Laws or Regulations as Collateral for any Financial Accommodation provided to GMSL, or for the discharge or satisfaction of the settlement obligations of GMSL and liabilities; and 向一家認可機構或持牌交易商或適用法律及規例許可之其他團體存入或借出任何抵押品，作為向環球大通證券提供財務通融之抵押品，或為環球大通證券解除或履行其交收上的責任或法律責任; 及
- III. to apply any Securities or Collateral pursuant to a securities borrowing and lending agreement. 依據證券借貸協議運用任何證券或抵押品。
- c. The Standing authority provided by the Client is valid for a period of not more than twelve (12) months from the date of the Agreement. The Client has the right to revoke such authority by giving GMSL not less than five (5) Business Days' prior written notice provided that the Client has no outstanding debts owed to Global Mastermind Group at that time. A written notice shall be provided by GMSL at least fourteen (14) days prior to expiry of each standing authority and the Client has the right to revoke such authority by giving GMSL not less than five (5) Business Days' prior written notice provided that the Client has no outstanding debts owed to Global Mastermind Group. Any standing authority which is not revoked prior to its expiry date may be renewed and shall be deemed to have been renewed for a further twelve (12) months upon the same terms and conditions as specified in the Agreement and in accordance with the Applicable Laws or Regulations.
客戶提供之常設授權有效期為於簽訂本合約日計不超過 12 個月，客戶在沒有欠負環球大通集團債務的情況下，有權在至少 5 個營業日之前預先給予環球大通證券書面通知，撤銷此授權。環球大通證券在常設授權屆滿日至少 14 日前給予客戶續期通知書，客戶在沒有欠負環球大通證券及其集團債務的情況下，有權給予環球大通證券至少 5 個營業日的預先書面通知，撤銷此授權。客戶在屆滿日之前沒有表示反對續期，在本合約相同條款及情況下，及根據適用法例或規則，此授權將視為無須客戶書面同意而接續地續期，每次續期為 12 個月。

4. Custody Over Securities and Collateral 抵押品及其他證券之存管

- a. The Client agrees to pay GMSL and/or deposit at all time sufficient Collateral in such form and of such amounts as required by GMSL from time to time for the procurement of the Financial Accommodation.
為取得財務通融，客戶同意依照環球大通證券不時之要求向環球大通證券支付及/或任何時間，無論在形式及金額上，存放環球大通證券要求的足夠抵押品。
- b. The Client warrants and represents that the Collateral shall be free from any encumbrances other than those constituted under the Securities Margin Account and that the Client is lawfully entitled to create security over them in favour of GMSL.
客戶就此保證及聲明，抵押品除構成證券保證金帳戶的抵押品外，抵押品不負有任何產權負擔而客戶亦依法有權把抵押品向環球大通證券作有關的抵押。
- c. Securities in respect of the Account which are Securities listed or traded on the Exchange or interests in a collective investment scheme authorized by the SFC and not deposited with GMSL as Collateral shall be deposited in safe custody in a segregated account which is designated as a trust account or client account maintained in Hong Kong by Global Mastermind Group with an authorized financial institution, an approved custodian for providing custodian facilities or another intermediary licensed for dealing in Securities registered in the name of the Client or in the name of Global Mastermind Group.
帳戶內之證券若為在交易所上市或交易之證券或為證監會認可之集體投資計劃的權益，而該等證券並非存放於環球大通證券為抵押品，該等證券須存放於在環球大通集團在一認可財務機構，可提供保管設施的經核准保管人或另一獲發牌進行證券交易的中介人在香港開立及維持，以有關客戶或環球大通證券集團名稱登記並指定為信託帳戶或客戶帳戶的獨立帳戶作穩妥保管。
- d. Securities in respect of the Securities Margin Account, include Securities deposited as Collateral with GMSL which are not listed nor traded on the Exchange nor are interests in a collective investment scheme shall be dealt with according to the Applicable Laws or Regulations.
證券保證金帳戶內之證券 (包括作為抵押品存放的證券) 若非交易所上市或交易之證券及並非集體投資計劃的權益，該等證券將根據適用法律或規例處理。
- e. GMSL will credit any dividends or other amounts received on behalf of the Client or arising from the Collateral and other Securities received on behalf of the Client to the Securities Margin Account after deducting any Charges including handling charges determined by GMSL from time to time. Dividends or other amounts derived from Collateral may, at GMSL' discretion, be considered as Collateral.
環球大通證券會將代客戶收取抵押品及其他證券所產生之一切股息或其他利益在扣除環球大通證券不時訂定之收費包括手續費後存入客戶的證券保證金帳戶，環球大通證券有酌情權將由抵押品衍生的股息或其他利益視為抵押品。
- f. GMSL or its nominee may, but is not obliged to, exercise the voting rights attached to the Securities (including Collateral) in accordance with the Client's instructions.
環球大通證券或其代理人可以(但無義務)根據客戶之指示，行使附於證券 (包括抵押品) 之投票權。
- g. If GMSL is required at any time to make delivery of or return any Securities, including any Collateral to the Client, GMSL shall be permitted to deliver or return Securities or property of the same class and relevant nominal amount (subject to any capital reorganization of the company to which the Securities or Collateral relates).
若環球大通證券須向客戶交付或交還任何證券，包括任何抵押品，環球大通證券只須將屬有關證券或資產同一類別及其相關面值之證券或資產交付或交還予客戶便可 (但受限於有關證券或抵押品的相關公司作出的任何股本重組)。

- h. GMSL has the right to hold all Collateral and any Securities, assets or other property in the Securities Margin Account as a continuing security for the payment and/or discharge of the obligations of the Client arising from any transaction or any matter relating to the Account or any amounts owing to GMSL. GMSL further has the right to appropriate or dispose of all or part of the Collateral, Securities, assets or other property held under the Securities Margin Account for the settlement of any obligations.

環球大通證券有權將證券保證金帳戶內所有抵押品、證券資產或其他財產作持續性抵押，作為客戶由任何交易或任何與帳戶相關的事情或任何尚欠環球大通證券的金額所產生之債項及/或法律責任得到履行之擔保。環球大通證券亦有權分配或出售全部或部份在證券保證金帳戶下持有之抵押品、證券、資產或其他財產以清還任何債務。

5. Enforcement of Collateral 對抵押品之執行權力

- a. The Client shall maintain the Margin and on demand from GMSL make payments or deposits of additional Margin in such amount and in such form into a designated account and within such time limit as specified by GMSL, as GMSL in its absolute discretion determines necessary to provide adequate security in respect of the Margin Percentage and Financial Accommodation (a "Margin Call"). For the purpose of a Margin Call, GMSL shall use its best endeavours to contact the Client promptly by phone on the telephone numbers indicated by the Client on the Account Opening Form and/or by sending to the Client a Margin Call notice by post, facsimile, email or otherwise. The Client agrees that it shall be deemed properly notified of the Margin Call even if the Company fails to contact it by phone or the Client fails to receive the written notice. Payment of the Margin Calls must be effected in cleared funds or by depositing Securities and/or other assets which the Client has good and free unencumbered titles as specified by GMSL. Unless the Margin Call is fully satisfied within the time specified, GMSL shall be entitled, at its absolute discretion, to refuse to accept any Instruction and shall not be liable to the Client for any loss whatever arising out of or in connection with its refusal to act on any Instruction.

客戶應維持保證金及在環球大通證券要求下，於指定時間內付款或根據環球大通證券要求的形式及金額，將額外保證金存入環球大通證券指定帳戶內，環球大通證券有絕對酌情權就保證金比率及財務通融，決定客戶有需要提供的足夠證券（「追收保證金通知」）。為發出追收保證金通知，環球大通證券將盡力及盡快按照客戶在開立帳戶表格中所提供的電話號碼以電話形式聯絡客戶，和/或通過郵遞、傳真、電郵或其他方式，向客戶發送追收保證金通知。客戶同意，即使本公司未能通過電話與其聯繫或客戶未能收到書面通知，客戶將應被視為已獲得追收保證金通知的適當通知。支付追收保證金一定要使用可動用資金或存入客戶擁有可自由支配而環球大通證券認可的股票及/或其他資產，除非保證金通知能夠於指定時間內完全支付，環球大通證券擁有絕對酌情權拒絕接受任何指示，對於有關拒絕接受或不執行任何指示而造成任何損失，環球大通證券無需負責。

- b. Notwithstanding Clause 5.a, GMSL has no obligation to notify the Client of his failure to maintain the Margin. In the event that in the sole opinion of GMSL, it is impracticable for GMSL to demand for Margin Call pursuant to Clause 5.a, if the impracticability is due to a change or development (including but not limited to): 儘管條款 5.a 內容，環球大通證券沒有責任通知客戶關於其不能維持保證金。當客戶不能維持保證金，在環球大通證券全權意見下，實際不可能根據條款 5.a 發出要求附加保證金，如實際不可能是因為改變或發展(包括但不限於):

I. involving a prospective change in the local, national or international monetary, financial, economic or political conditions or foreign exchange controls which has resulted or is in the opinion of GMSL likely to result in a material or adverse fluctuation in the stock market, currency market, commodities or futures market in Hong Kong or elsewhere; or 包括預期本地、全國或國際性貨幣、金融、經濟或政治情況或外匯管制等變動引起，或環球大通證券認為，因為香港或其他地方股票市場、貨幣市場、商品市場或期貨市場的重大或逆向波動所引起；或

II. which affects or may materially adversely affect the condition or operation of the Client. 實質性或重大逆向影響客戶情況或運作。

GMSL shall make the Margin Call for such form and/or amounts as GMSL may determine and such Margin Call shall become immediately due and payable by the Client.

環球大通證券有權決定發出追收保證金的形式及/或金額，一經發出，該附加保證金即時到期及客戶應立即支付。

- c. Where the Client fails to maintain the Margin or meet Margin Calls made by GMSL, GMSL will, without prejudice to any other rights under the terms of this Appendix or in law, have the right without prior notice or demand to or consent from the Client, to dispose of or otherwise deal with any part of the Securities and/or Collateral, to terminate or cancel the Financial Accommodation, close the Securities Margin Account, cancel the Client's open order transactions and/or borrow or buy any Securities required for delivery in respect of any transaction effected for the Client. The proceeds of such transactions shall be applied to reduce the liabilities incurred under the Securities Margin Account and any outstanding liabilities shall be immediately due and payable by the Client to the Company.

如客戶不能維持保證金或支付追收保證金，在不影響任何其他本附表的條款或於法律上的權利下，環球大通證券有權（及在毋須給予客戶通知、要求或同意下）出售證券及/或抵押品的任何部分、終止或取消財務通融、關閉證券保證金帳戶、取消客戶未完成之交易指令及/或就任何已代客戶完成之交易借入或買入任何須用作交付之證券。從此等交易所獲得之收益須用以減低證券保證金帳戶中尚欠之負債，而任何仍未清償之負債將即時到期，客戶應立即支付予本公司。

- d. Monies in the Securities Margin Account and any proceeds from the disposal of Collateral shall be applied in the following order : (i) in payment of all costs, Charges, legal and other fees and expenses including stamp duty, commission and brokerage properly incurred in transferring or perfecting title of any part of the Collateral; (ii) in payment of the interest for the time being accrued and due; (iii) towards the payment of the amount due (other than the interest) under the Securities Margin Account; (iv) towards the payment of all or part of the amount due by the Client to Global Mastermind Group; and (v) the residue, if any, shall be paid to the Client or according to his order. For so long as there exists any amount outstanding to the Company under the Securities Margin Account, the Company shall be entitled at any time and from time to time to refuse any withdrawal of any or all of the monies in the Securities Margin Account and/or Securities held by the Company.

證券保證金帳戶內之現金及任何因出售抵押品所得之收益將按下列次序用於：(i) 支付轉讓抵押品之任何部份或為完備業權而產生之所有費用、收費、法律及其他費用及開支包括印花稅、佣金及經紀費；(ii) 支付當時已累積及到期之利息；(iii) 支付證券保證金帳戶下到期之款項（利息除外）；(iv) 支付客戶結欠環球大通集團之全部或部份款項；及 (v) 餘額(如有)將支付予客戶或按其指令支付。只要證券保證金帳戶下仍存有任何短欠本公司之數額，本公司有權於任何時間及不時拒絕從證券保證金帳戶提取任何或全部款項及/或本公司持有之證券。

- e. GMSL may resort to other means of obtaining payment or securing performance as it thinks fit without affecting the security created under the Securities Margin Account.

環球大通證券可尋求其他合適之辦法和在不影響證券保證金帳戶下所取得之抵押從而獲付款或確保客戶履行責任。

- f. The Client shall pay or reimburse GMSL immediately upon demand all costs, Charges and expenses incurred by GMSL in connection with the enforcement of or the preservation of any of the rights of GMSL under the Securities Margin Account, including but not limited to the legal fees and collection expenses incurred by GMSL on a full indemnity basis.

客戶必須在環球大通證券要求下立即支付或償還環球大通證券所有就執行或保存環球大通證券在證券保證金帳戶下為行使或保障任何權利而產生之費用、收費及開支，其中包括但不限於以完全彌償基準計算之法律及收數費用。

6. Interest 利息

- a. GMSL may charge interest on any loans or facilities made under or available for the Securities Margin Account on a daily basis at such rate as may be determined by GMSL from time to time subject to Applicable Laws or Regulations.
環球大通證券可就證券保證金帳戶所作出之貸款或借貸逐日收取不時由環球大通證券訂定之利息（惟須符合適用法律或規例）。
- b. GMSL will notify the Client of the interest rate and the arrangement regarding collection of interest from time to time. The interest rate and the arrangement for collection shall be subject to change at GMSL' discretion and shall be binding on the Client.
環球大通證券將不時通知客戶利息利率及有關收取利息之安排。環球大通證券有酌情權調整利率及收取利息之安排而經調整後的利率及收取利息之安排將對客戶具約束力。
- c. GMSL has the right to retain for itself any and all interest accrued on any amount in any trust account or any account established by GMSL for the Securities Margin Account, unless the Client is notified by GMSL to the contrary. Any interest earned shall be at such rate and on such terms as may be determined by GMSL from time to time.
除非環球大通證券對客戶另作通知，否則環球大通證券有權保留任何信託帳戶或客戶在環球大通證券就證券保證金帳戶維持之任何帳戶內累積之任何及所有利息，任何賺取利息的息率及細則將由環球大通證券不時決定。

7. Termination of Financial Accommodation 終止財務通融

- a. The Financial Accommodation is repayable on demand and may be varied or terminated in the absolute discretion of the Company. In particular the Financial Accommodation will be terminated upon the occurrence of any one or more of the following events: 財務通融在接獲要求時需即時償還，並可由本公司跟據其絕對酌情權予以更改或終止。尤其是如出現以下其中一項或多項事件，財務通融便將會被終止:
- I. the withdrawal or non-renewal of the Client's authorization to the Company as required by section 7 of the Client Securities Rules; or
根據《客戶證券規則》第 7 條規定而給與本公司的客戶授權被撤回或不再被續期; 或
 - II. any termination in accordance with Clause 14 of the Agreement for Securities Trading Account, and any notice of termination for that purpose shall be deemed to be a notice of termination of the Financial Accommodation.
根據證券交易帳戶協議之第 14 條而終止本合約，任何就此而發出的終止通知將被視為對財務通融的終止通知。
- b. Upon the termination of the Financial Accommodation, the Client shall forthwith repay to the Company any outstanding indebtedness. 財務通融終止時，客戶應向本公司還清所欠的任何未清債務。
- c. Repayment of all or any of the loan amounts owed to the Company will not of itself constitute cancellation or termination of the terms and conditions set out in this Appendix.
償還所欠本公司的全部或任何借貸本身並不構成取消或終止本附表中所列之附加條款。