



South China Securities Limited 南華證券投資有限公司

28/F., Bank of China Tower, No. 1 Garden Road, Central, Hong Kong.

Tel: 2820 6333

Fax: 2501 5715

LOAN FACILITY LETTER

貸款協議函件

Date 日期: _____

Dear Madam/Sir,

MARGIN LOAN FACILITY 保證金貸款協議

BORROWER NAME 借款人姓名 : _____

IDENTITY CARD / PASSPORT NO. 身份證/ 護照號碼 : _____

LOAN AMOUNT 貸款金額 : HK\$500,000.00
: (HONG KONG DOLLAR FIVE HUNDRED THOUSANDS ONLY)

INTEREST RATE 貸款利率 : SCB PRIME PLUS 3%

We are pleased to confirm that we are prepared to offer to you the above mentioned margin loan facility subject to availability of funds, and also subject to the terms and conditions stated below:

本公司確認,受制於可得到的資金,將根據下列條款及條件給予閣下上述之保證金貸款協議:

- a) Name and address of lender is South China Securities Limited of 28/F., Bank of China Tower, 1 Garden Road, Central, Hong Kong.
貸款人的名稱是南華證券投資有限公司,其地址為香港中環花園道一號中銀大廈二十八樓。
- b) Name and address of borrower is stated at the head of this facility letter.
借款人的姓名或名稱及地址列於此協議函件之上款。
- c) The amount of the principal of the loan is the amount specified above.
貸款本金額為上述指明的款額。
- d) The date of the making of this agreement is the date of this facility letter.
訂立協議日期為本協議函件上款註明之日期。
- e) The facility is a revolving facility which may be repaid and re-borrowed in whole or in part by you up to the principal loan amount at any time. The date of the making of the loan is therefore each date on which sums are advanced under the facility to you or on your behalf.
本貸款乃是一循環借貸,於任何時間,閣下均可償還及再借出高至貸款本金額之全部或部份借款。故作出貸款日期為按此協議墊支款項予閣下或代表閣下墊支之每個日期。
- f) Terms of repayment of the loan are that the loan is repayable on demand or at the end of the validity period referred to above, whichever shall first occur. It may be prepaid by you in full or in part at any time without penalty.
償還貸款之條款為須應要求或於上述提及的有效期滿前償還,以首先到之日期為準。閣下亦可於任何時間預先付清貸款,而無須繳付罰款。
- g) Form of security of the loan is by deposits or margins in cash, stock, shares or such other securities acceptable to us as collateral. We shall have the absolute discretion to determine the value of such collateral security. At all times the loan outstanding shall not exceed the value of the collateral maintained with us.
貸款的抵押形式是以本公司認為可以接納之現金、股額、股份或其他任何證券作抵押品之按金或保證金。本公司能絕對自行酌情決定該等本公司所接受的抵押品之價值。於所有時間所欠未付還之貸款不得超出該可接受的價值。

....P.T.O.



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- h) The rate of interest charged on the loan is the percentage rate per annum specified above, or such other rate as may be determined from time to time by us, above (a) the Hong Kong prime lending rate as quoted by Standard Chartered Bank (Hong Kong) Limited from time to time and (b) our reasonable costs of funds, whichever is the higher. Interest shall be calculated with monthly rests on the outstanding loan balance and payable on the last day of each calendar month or upon any demand being made by us.

所收取的貸款利率以年息百分率計算,為上述之百分率或本公司不時決定利率再加上渣打銀行(香港)有限公司不時引用港幣最優惠利率或本公司之合理資金成本,以較高者計算。所欠未付還貸款之餘數須付利息,並於每月月底計算及繳付,或於貸款人追討時繳付。

- i) The place of negotiation and completion of the agreement for the loan is the Special Administrative Region of Hong Kong ("HKSAR").

貸款協議的洽商及完成地點是香港特別行政區。

In order to enable us to advance any part of the loan, you must sign and return to us the duplicate of this facility letter and all necessary loan and security documents before the date which is two weeks after the date hereof.

在墊支任何部份之貸款予閣下前,閣下必須於此日期起二星期內將本協議函件之副本;以及一切所需貸款及抵押文件簽妥及交還本公司。

From time to time and upon the expiry of the validity period, we may at our absolute discretion revise and/or extend the margin loan facility granted to you hereunder. When there is any such revision or extension, we shall send you a new facility letter the terms and conditions of which will be deemed to be accepted by you upon our advancement and your utilization of any monies under the facility or upon the occurrence of any transaction in your margin account on or after the date of commencement of the new validity period as stated in such facility letter.

於有效期內任何時間,本公司可絕對自行酌情修訂於此給予閣下的貸款協議。當有修訂或延續時,本公司定會發給閣下新的協議函件。而當閣下使用本公司依照協議整支予閣下的貸款時或於寄出該修訂協議函件之日期起於閣下之戶口有任何交易進行時,該等條款及條件當被視為閣下所接納。

This offer and agreement, upon your acceptance of the terms thereof, shall be governed by and construed in accordance with the laws of the HKSAR and the parties hereby agree to submit to the non-exclusive jurisdiction of the courts of the HKSAR.

於閣下確認接納本建議及協議之條款後,本建議及協議須受制於香港特別行政區法律,按香港特別行政區法律詮釋,並受制於香港特別行政區法院的非專屬性司法管轄權。

This letter shall remain in full force and effect until we receive written notice of revocation from you and until such written notification have been received by us.

本文件將保持有效直到本公司收到閣下發出之書面撤銷通知及直到該書面通知已被本公司收妥。

THERE ARE RISKS ASSOCIATED WITH MARGIN TRADING IN SECURITIES BUYING OR SELLING. YOU SHOULD READ THIS DOCUMENT CAREFULLY BEFORE YOU DECIDE TO ACCEPT THE MARGIN FINANCING ARRANGEMENT. If you are in any doubt about this document, you should consult your solicitor or other professional adviser.

以股票按貨財務(即俗稱「孖展」)方式買賣股票存在風險,在決定接受股票按貨即「孖展」財務安排之前,應小心閱讀本文件的內容,如對本協議有任何疑問,應諮詢律師或其他專業顧問的意見。

In the event of any inconsistency or conflict arising in the interpretation of this Agreement, the English language version shall prevail.

若解釋本協議書而引致任何不一致或衝突時,當以英文本為準。

Yours faithfully,
For and on behalf of
South China Securities Limited
南華證券投資有限公司

Authorized Signatures 授權代表簽署

I/We, having fully read and understood the terms and conditions of the loan facility offered herein, hereby agree to and accept the terms and conditions thereof
本人/吾等已閱讀及完全瞭解此所述貸款協議建議之條款及條件,並同意及接納該等條款及條件

Borrower Name:

借款人姓名: