

國信證券(香港)經紀有限公司(“國信香港”)經營的是證券及就證券提供意見和期貨交易及就期貨交易提供意見的業務，並根據證券及期貨條例獲發牌經營第1類(證券交易)、第2類(期貨交易)、第4類(就證券提供意見)及第5類(就期貨提供意見)受規管活動(中央編號：AUI491)。

## 附屬協議：**保證金賬戶協議書**

本保證金賬戶協議書附錄於本公司與客戶所簽訂的證券客戶協議書(“客戶協議書”)以作為其補充。本保證金賬戶協議書允許以客戶的賬戶進行保證金買賣(“保證金賬戶”)，而本公司根據本保證金賬戶協議書同意客戶的要求給予客戶及/或繼續向其提供信貸資金(“融資”)，以便客戶進行交易。倘客戶協議書的條款與本保證金賬戶協議書的條款相抵觸，以本保證金賬戶協議書條款為準。本保證金賬戶協議書的簽署將取代本公司與客戶已經簽署的有关保證金賬戶的所有條款(如有)。

### 1. 定義

- 1.1 除另有規定外，本保證金賬戶協議書中界定的詞語與客戶協議書中界定的詞語具有相同的含義。
- 1.2 在客戶協議書中，凡指“賬戶”者，均視其包括按本保證金賬戶協議書設立的保證金賬戶。
- 1.3 “抵押品”指所有現時或此後存放在，或轉讓予，或促使轉讓予本公司、其關聯公司或代理人持有的屬於客戶的款項和證券；或本公司接受所有作為客戶在本協議項下義務的擔保而持有或轉讓予其他人士的屬於客戶的款項和證券。上述抵押品應包括由本公司或其關聯公司就任何目的而不時持有、保管或控制的款項及證券(其中包括任何附加或替代證券；就任何此等證券或附加證券所支付或應付的股息或利息，以及在任何時候通過贖回、紅利、優惠、期權或以其他方式累計或提供的權利、利息、款項或財產)。

### 2. 保證金融資

- 2.1 融資乃根據本保證金賬戶協議書、本公司向客戶發出的任何融資函和/或本公司不時指定的其他客戶協議書所載明的條款(合稱“保證金融資條款”)提供予客戶。
- 2.2 在符合下文第2.4條規定的前提下，本公司可向客戶提供融資，其金額最高可達本公司不時通知客戶按市值折算的抵押品價值之一個限定百分比(“保證金比率”)。客戶應不時按本公司要求，從速及正式簽署及交付本公司認為適宜的文書和文檔，以便客戶能充分行使保證金融資條款下所授予的權利和權力以及尽享條款所帶來的全部利益。
- 2.3 本公司已得到客戶之指示和授權，從融資金額中提取款項，以便客戶就其所購買的證券付款，或確保客戶能履行其對本公司或其關聯公司就任何期貨、期權持倉量要求之維持保證金的義務，結清客戶欠本公司或其關聯公司的任何款項，或支付客戶欠本公司或其關聯公司的任何佣金或其他費用和開支。
- 2.4 本公司並不承擔在任何時候均會向客戶提供任何融資的義務。客戶尤其理解，若發生下列任何情況，本公司可不向客戶提供融資：若客戶不履行本協議的任何條款；或本公司認為客戶或任何人士的財務狀況有或已有嚴重不利變化，而導致客戶對履行其在本協議項下的責任或義務的能力有負面影響；或提供墊款將會超出適用的保證金比率；或本公司按其絕對酌情認為，為了保障本公司，不提供融資是審慎或適宜的做法。
- 2.5 只要客戶對本公司仍有任何負債存在，本公司有權任何時候或不時拒絕客戶提取任何或所有抵押品，而客戶不應在未經本公司事先書面同意下從客戶賬戶中提取部分或全部抵押品。
- 2.6 客戶應根據本公司要求，按本公司所指定之金額、形式及時間，交付本公司按絕對酌情決定權確定為必要的定金、保證金、證券及/或其他抵押品，以便就其融資提供足夠的擔保。客戶應將所需支付的任何款項在資金到期日同日中午12時前存入本公司指定的賬戶。
- 2.7 客戶若未能遵守本保證金賬戶協議書第2.6條將構成客戶協議書第14.11條下的違約事件。
- 2.8 客戶同意按本公司不時通知客戶的利率，就本公司給予客戶的融資金額按日付息。本公司可將此項利息費用從客戶在本公司或其關聯公司所開立的保證金賬戶或其他賬戶中扣除。
- 2.9 有关計算保證金、利息費用和保證金補倉、追繳保證金的程序等詳見本公司官方網站。如有疑問，可聯繫本公司客服。

### 3. 押記

- 3.1 作為實益擁有人，客戶為本公司之利益，以第一個定押記方式對客戶在全部抵押品中的有關權利、所有權、利益和權益設定抵押(“押記”)，以便持續地擔保客戶按其要求而須支付和清償現在或此後任何時候應由客戶向本公司或其關聯公司應付的、或客戶對本公司或其關聯公司所招致在保證金融資條款項下的所有絕對或未確定款項和負債，以及履行現在或此後任何時候應由客戶向本公司或其關聯公司履行在保證金融資條款項下的所有義務；或支付和清償客戶就任何賬項或以任何方式(不管單獨或連同任何其他人士及不管以什麼名義、形式或方式)可能須向或將向本公司或其關聯公司負責支付的該等款項和負債，以及履行客戶就任何賬項或以任何方式(不管單獨或連同任何其他人士及不管以什麼名義、形式或類型)可能須向或將向本公司或其關聯公司負責支付的該等義務；並擔保客戶按要而須支付和清償自該要求提出日期起至還款日期止的應計利息以及在本公司或其關聯公司的記錄中載明的任何佣金、法律費及其他費用、收費和開支。
- 3.2 儘管客戶有中途支付或結算賬款或清償客戶欠本公司及/或其關聯公司的全部或部分款項，以及儘管客戶取消其在本公司開立的賬戶並隨後重新單獨或連同其他人士開立賬戶，抵押應為一項持續性的擔保。該抵押將包括客戶目前就有其任何賬戶中欠付本公司及/或其關聯公司的全部或任何結算款項。
- 3.3 客戶說明並保證：抵押品乃由客戶合法和實益地擁有；客戶有充分權利將證券存放給本公司或其關聯公司；抵押品現時及將來均不會被設定任何種類的留置權、抵押或產權負擔，並且不會受制於任何認購權；並會及將會繳付抵押品中所包含任何股票、股份及其他證券有關的款項。
- 3.4 當客戶不可撤銷地繳足客戶協議書項下可能或將須支付的所有款項以及完全履行保證金融資條款下的義務後，本公司將應客戶要求並在客戶支付所需費用的情況下，解除本公司在抵押品中的所有權利、所有權和權益，並會應客戶要求發出指示和指引，以便能成功地解除擔保。
- 3.5 在可執行押記之前，
  - (1) 本公司將有權在僅給予客戶通知的情況下行使與抵押品有關的投票權及其他權利，以保障抵押品的價值；及
  - (2) 除本保證金賬戶協議書另有規定，客戶可指示行使附於抵押品或與抵押品有關的其他權利，但其作出該項指示所採取的方式不得與客戶在保證金融資條款項下的義務相抵觸或在任何情況下可能影響本公司有關於抵押品的權利。

## 4. 授权书

4.1 客户担保不可撤销地委任本公司为客户的受托人，代表客户并以客户名义作出所有行为及办理所有事情，以及签署、盖印、签立、交付、完成及办理所有可能需要的契据、文书和文档以及作出所有可能需要的行为及办理所有可能需办的事情，以便客户可以履行保证金融资条款订明的任何义务，并使本公司可一般地行使或以根据保证金融资条款或法律向其授予的有关权利和权力，包括(但不限于)：

- (1) 就任何抵押品执行任何转让或转易；
- (2) 完成其对任何抵押品的所有权；
- (3) 请求、要求、索求、收取、了结及彻底清偿在抵押品项下或因抵押品而引起的到期或将到期的任何及所有款项及申索的款项；
- (4) 提供有效的收据和解除书，并加签与任何抵押品有关的任何支票或其他文书或指令；
- (5) 及一般地提出任何申索或采取其认为必要和合宜的任何法律行动或法律程序，以保障在保证金融资条款项下设定的担保。

## 5. 抵押品的处置

5.1 客户同意，本公司可根据客户协议书或保证金融资条款按其绝对酌情权决定销售或处置任何抵押品；而本公司高级职员在销售时会声明公司可行使销售权，而此声明将是用以证明任何购买人或其他人士取得该出售的任何抵押品的所有权之确凿证据；而与本公司或其代理人进行买卖的任何有关人士不得查究该项销售的情况。

5.2 客户授权本公司可根据客户不时向本公司提供，并根据《证券及期货(客户证券)规则》所设立的常设授权(含经更新或被视为经更新的常设授权)的条文及于相应授权期限内：

- (1) 依据证券借贷协议运用任何客户的证券或证券抵押品；及 / 或
- (2) 将任何客户的证券抵押品借出予或存放于认可财务机构，作为提供予国信香港的财务通融的抵押品；及 / 或
- (3) 按照《证券及期货(客户证券)规则》第7条，将任何客户的证券抵押品借出予或存放于认可结算所或另一获发牌或获注册进行证券交易的中介人，作为解除国信香港在交收上的义务和清偿国信香港在交收上的法律责任的抵押品，而无须通知客户；及 / 或
- (4) 若国信香港在进行证券交易的过程中向客户提供财务通融；和在国信香港获发牌或获注册进行的任何其他受规管活动的过程中向客户提供财务通融，可按照以上第(1)、(2)和/或(3)条款运用、借出或存放客户的任何证券抵押品；及 / 或
- (5) 就国信香港借、贷或存放客户任何证券而支付或收取任何代价；及 / 或
- (6) 于考虑任何适用的法律或监管要求的情况下，以国信香港认为适当的方式对待及处理有关证券抵押品。

5.3 客户明白其根据本保证金账户协议书第5.2条款载明授权本公司之后，本公司可将客户的证券汇集，将该等证券作为融资和垫款的抵押品借出或存放或者根据证券借贷协议将该等证券进行借出或进行其他运用。第三方可能对客户的证券拥有权利，而在证券可交回客户之前，本公司必须清偿第三方根据其有权利而做出的索求。这样可能会增加客户的证券的风险。

5.4 客户确认并同意：包括国信香港在内的大多数交易商均可提供不涉及证券借贷的现金账户。假如客户并不需要保证金贷款，或不希望其证券被借出或质押，则客户不应签署上述的常设授权，并应要求开立此等现金账户。

## 6. 终止融资

6.1 融资须按要求予以偿还，而本公司可按其绝对酌情权更改或终止融资。尤其在发生下述任何一项或多项时间，融资将终止：

- (1) 客户撤回其根据本保证金账户协议书第5.2条款而向本公司授予的授权；
- (2) 或在本公司授权期限届满后或被要求对该项授权予以续期时不予以续期；
- (3) 或根据客户协议书第14条款作出任何终止，而该项终止的任何通知应视为终止融资的通知。

6.2 融资终止后，客户应立即偿还所有未偿还的融资给本公司。

6.3 向本公司偿还欠本公司的所有或任何融资金额，将不构成取消或终止保证金融资条款

## 7. 抵押将不受影响

在不损害前述条文的一般性原则下，其押记或所担保的款项在任何情况下均不受以下各方面影响：

- (1) 现在及此后由本公司或其关联公司根据保证金融资条款或任何其他原因而持有的任何其他担保、保证或赔偿保证；
- (2) 对任何担保、保证或赔偿保证或其他文档作出任何其他更改或修订或予以放弃或解除；
- (3) 本公司或其关联公司强制执行或不予强制执行或解除任何担保、保证或赔偿保证或其他档(包括押记)；
- (4) 本公司或其关联公司给予客户或任何人士的任何宽限期、宽容、豁免或同意；
- (5) 本公司或任何人士有否要求客户支付保证金融资条款下任何的应付款项；
- (6) 客户无力偿还、破产、死亡或精神错乱；若本公司与任何其他人士进行合并、兼并或重组；
- (7) 或若本公司将全部或任何部分的业务、财产或资产售予或转让予任何人士；
- (8) 客户在任何时候对本公司对任何人士存有申索权、抵销权或其他权利；
- (9) 本公司与客户任何人士作出的任何安排或妥协；
- (10) 与融资或任何担保、保证或赔偿保证(包括押记)有关的任何文件条款不合法、无效或不能予以强制执行或有任何欠妥之处；
- (11) 或任何根据或有关此等档或任何担保、保证或赔偿保证(包括押记)下任何一方的权利或义务不合法、无效或不能予以强制执行或有任何欠妥之处，不管是因为超出权限、非合乎有关人士的利益，非由任何人士正式予以授权、执行或交付或基于任何其他原因。



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## Side Agreement: **MARGIN ACCOUNT AGREEMENT**

This Margin Account Agreement is supplemental and annexed to the Securities Client Agreement (“Client Agreement”) entered into between the Company and the Client where by the Client’s Account is allowed to conduct margin trading (“Margin Account”) and the Company agrees to grant credit facilities (“Facility”) to the Client at the Client’s request for the Client’s Transactions. Where any conflict arises between the Client Agreement (including all its schedule(s) and supplemental agreement(s)) and the provisions of this Margin Account Agreement, the provisions of this Margin Account Agreement shall prevail. This Margin Account Agreement supersedes all previous terms and conditions signed by the Client (if applicable) in relation to the Margin Account.

### 1. Definitions

1.1 Terms defined in this Margin Account Agreement have the same meanings as in the Client Agreement unless stated otherwise.

1.2 References to “Account” in the Client Agreement are deemed to include the Margin Account as established pursuant to this Margin Account Agreement.

1.3 “Collateral” means all monies and Securities of the Client which are now or which shall at any time hereafter be deposited with, transferred or caused to be transferred to or held by the Company or its Associates or nominees, or transferred to or held by any other person in circumstances where the Company accepts as security for the Client’s obligations under the Agreement. The Collateral shall include those monies and securities that shall come into the possession, custody or control of the Company or its Associates from time to time for any purpose whatsoever (which shall include any additional or substituted securities and all dividends or interest paid or payable, rights, interest, monies or property accruing or offering at any time by way of redemption, bonus, preference, options or otherwise on or in respect of any such securities or additional or substituted securities).

### 2. Margin Facility

2.1 The Facility is extended to the Client in accordance with the provisions set out in this Margin Account Agreement, any facility letter from the Company to the Client and such other Client Agreement as may be specified by the Company from time to time (collectively called “Margin Facility Terms”).

2.2 Subject to Clause 2.4 below, the Company may grant the Client Facility of such amount up to a limited percentage as may be notified to the Client from time to time (“Margin Ratio”) of the mark-to-market value of the Collateral. The Client shall from time to time up on the Company’s request promptly and duly execute and deliver any and all such further instruments and documents as the Company may deem desirable for the purpose of obtaining the full benefit of the Margin Facility Terms and of the rights and powers granted under the same.

2.3 The Company is instructed and authorized by the Client to draw on the Facility to settle any amounts due to the Company or its Associates in respect of the Client’s purchase of Securities, margin maintenance obligations for any futures and options positions required by the Company or its associates, or payment of any commission or other costs and expenses owing to the Company or its Associates.

2.4 The Company will not at any time be obliged to provide any Facility to the Client. In particular, the Client understands that the Company may not provide any Facility to the Client if any of the follow in circumstances should arise:

(i) If the Client is in default of any provisions of the Agreement; or

(ii) In the opinion of the Company there is or has been a material adverse change in the Client’s financial condition or in the financial condition of any person which might adversely affect the Client’s ability to discharge the Client’s liabilities or perform the Client’s obligations under the Agreement; or

(iii) Making an advance would cause the applicable Margin Ratio to be exceeded; or

(iv) The Company in its absolute discretion considers it prudent or desirable for its protection not to do so.

2.5 For so long as there exists any indebtedness to the Company on the Client’s part, the Company shall be entitled at any time and from time to time to refuse any withdrawal of any or all of the Collateral and the Client shall not without the prior written consent of the Company be entitled to withdraw any Collaterals in part or in whole from the Client’s Account.

2.6 The Client shall on demand from the Company make payments of deposits or margin in monies, Securities and/or other collateral in such amount and in such form and within such time as may be specified by the Company as the Company in its absolute discretion determines necessary to provide adequate security in respect of the Facility. Any payments to be paid by the Client shall be made into a designated account of the Company before 12:00 noon on the due date in same day funds.

2.7 Any failure by the Client to comply with Clause 2.6 of this Margin Account Agreement will constitute an Event of Default under Clause 14.11 of the Client Agreement.

2.8 The Client agrees to pay interest on a daily basis on the amount of credit extended to the Client, at rates notified to the Client by the Company from time to time. Such interest charges may be deducted by the Company from the Margin Account Agreement or any other account of the Client with the Company or its Associates.

2.9 Please refer to the official website of the Company for details in relation to the calculation of margin and interests, and the procedures of a margin call. Should you have any questions, please contact our customer service.

### 3. Charge

3.1 The Client, as beneficial owner, charges in favor of the Company by way of first fixed charge all the Client’s respective rights, title, benefits and interests in and to all Collateral as a continuing security (“Charge”) for the payment and satisfaction on demand of all monies and liabilities absolute or contingent and performance of all obligations under the Margin Facility Terms which are now or at any time here after may be due, owing or incurred from or by the Client to the Company or its Associates, or for which the Client may be or become liable to the Company or its Associates on any account or in any manner whatsoever (whether alone or jointly with any other person and in whatever name style or form) together with interest from the date of demand to the date of repayment, and any commission, legal and other costs, charges and expenses as they appear in the records of the Company or its Associates.

3.2 The Charge shall be a continuing security notwithstanding any intermediate payment or settlement of account or satisfaction of the whole or any part of any sum owing by the Client to the Company and / or its Associates and notwithstanding the closing of any of the Client’s accounts with the Company and which are subsequently reopened or the subsequent opening of any account by the Client either alone or jointly with others and shall extend to cover all or any sum of monies which shall for the time being constitute the balance due from the Client to the Company or its Associates on any account or otherwise.

3.3 The Client represents and warrants that the Collateral are legally and beneficially owned by the Client, that the Client has good right to deposit the Securities with the Company or its Associates, that the same are and will remain free from any lien, charge or encumbrance of any kind and are not nor shall they be subject to any options and any stocks, shares and other securities comprised in the Collateral are and will be fully paid up.

**3.4** Upon irrevocable payment in full of all sums which may be or become payable under the Client Agreement and the full performance of the Client's obligations under the Margin Facility Terms, the Company will at the Client's request and expenses release to the Client all the rights, title and interests of the Company in the Collateral and will give such instructions and directions as the Client may require in order to perfect such release.

**3.5** Until the Charge becomes enforceable,

(i) the Company will have the right, subject only to giving the Client notice, to exercise voting rights and other rights relating to the Collateral to protect the value of the Collateral; and

(ii) except as otherwise provided in this Margin Account Agreement, the Client may direct the exercise of other rights attaching to, or connected with, the Collateral, but not in any manner which is inconsistent with the Client's obligations under the Margin Facility Terms, or which in any way may prejudice the Company's rights in relation to the Collateral.

## 4. Power of Attorney

**4.1** The Client by way of security irrevocably appoints the Company to be the Client's attorney on the Client's behalf and in the Client's name to do all acts and things and to sign, seal, execute, deliver, perfect and do all deeds, instruments, documents acts and things which may be required for carrying out any obligation imposed on the Client by or pursuant to the Margin Facility Terms and generally for enabling the Company to exercise the respective rights and powers conferred on it by or pursuant to the Margin Facility Terms or by law including (but without limitation):

(i) to execute any transfer or assurance in respect of any of the Collateral;

(ii) to perfect its title to any of the Collateral;

(iii) to ask, require, demand, receive, compound and give a good discharge for any and all monies and claims for monies due or to become due under or arising out of any of the Collateral;

(iv) to give valid receipts and discharges and to sign any checks or other instruments or orders in connection with any of the Collateral; and

(v) generally to file any claims or take any lawful action or institute any proceedings which it considers to be necessary or advisable to protect the security created under the Margin Facility Terms.

## 5. Disposal of Collateral

**5.1** The Client agrees that in the event of any sale pursuant to the Client Agreement or the Margin Facility Terms, any collateral will be sold or disposed of in the absolute discretion of the Company and upon any sale by the Company, a declaration made by an officer of the Company that the power of sale has become exercisable shall be conclusive evidence of the fact in favor of any purchaser or other person deriving title to any of the Collateral under the sale and no person dealing with the Company or its nominees shall be concerned to inquire into the circumstances of the sale.

**5.2** The client authorizes the Company, in accordance with the provisions of any Standing Authority under the Securities and Futures (Client Securities) Rules (as may from time to time be given by the Client to the Company or renewed or deemed to be renewed), to deal with the Client Securities in the following manners:

(i) apply any of the Client's securities or securities collateral pursuant to a securities borrowing and lending agreement entered into between the Client and the Company; and/or

(ii) lend or deposit any of the Client's securities collateral with an authorized financial institution as collateral for financial accommodation provided to the Company; and/or

(iii) lend or deposit any of the Client's securities collateral with a recognized clearing house or another intermediary licensed or registered for dealing in securities as collateral for the discharge and satisfaction of the Company's settlement obligations and liabilities, without notice to the Client, pursuant to Section 7 of the Securities and Futures (Client Securities) Rules; and/or

(iv) apply, lend or deposit any of the Client's securities collateral in accordance with Clauses 1, 2 and/or 3 above if the Company provides financial accommodation to the Client in the course of dealing in securities and also provides financial accommodation to the Client in the course of any other regulated activity for which the Company is licensed or registered; and/or

(v) pay or be paid any consideration in connection with the deposit of any of the Client's securities by the Company; and/or

(vi) to treat and deal with the securities and securities collateral in such manner as the Company considers appropriate taking into account any applicable legal or regulatory requirement from time to time.

**5.3** The Client acknowledges that by granting an authorization in Clause 5.2 of this Margin Account Agreement, the Company can pool the Client's securities and deposit them as collateral for loans and advances, or lend or apply the Client's securities in other ways pursuant to a securities borrowing and lending agreement. A third party may have rights to the Client's securities which the Company must satisfy before the securities can be returned to the Client. This may increase the risk of the Client's securities.

**5.4** The Client acknowledges and agrees that, a cash account not involving securities borrowing and lending is available from most dealers including the Company. If the Client does not require margin facilities or does not wish his securities to be lent or pledged, the Client should not provide the above authorities and should ask to open this type of cash account.

## 6. Termination of Facility

**6.1** The Facility is repayable on demand and may be varied or terminated in the absolute discretion of the Company. In particular the Facility will be terminated upon the occurrence of any one or more of the following events:

(i) the withdrawal of the Client's authorization to the Company as contained in Clause 5.2 of this Margin Account Agreement, or

(ii) the non-renewal of such authorization in favor of the Company upon expiry or when called upon to do so; or

(iii) any termination in accordance with Clause 14 of the Client Agreement, and any notice of termination for that purpose shall be deemed to be a notice of termination of the Facility.

**6.2** Upon termination of the Facility, any outstanding indebtedness by the Client shall forthwith be repaid to the Company.

**6.3** Repayment of all or any of the loan amounts owed to the Company will not of itself constitute cancellation or termination of the Margin Facility Terms.

## 7. Security Unaffected

Without prejudice to the generality of the foregoing neither the Charge nor the amounts there by secured will be affected in any way by:

(i) any other security, guarantee or indemnity now or hereafter held by the Company or its Associates in accordance with the Margin Facility Terms or otherwise;

(ii) any other variation or amendment to or waiver or release of any security, guarantee or indemnity or other document;

(iii) the enforcement or absence of enforcement or release by the Company or its Associates of any security, guarantee or indemnity or other document (including the Charge);

- (iv) anytime indulgence, waiver or consent given to the Client or any other person whether by the Company or its Associates;
- (v) the making or absence of any demand for payment of any sum payable under the Margin Facility Terms made on the Client whether by the Company or any other person;
- (vi) the insolvency, bankruptcy, death or insanity of the Client;
- (vii) any amalgamation, merger or reconstruction that may be effected by the Company with any other person or any sale or transfer of the whole or any part of the undertaking property or assets of the Company to any other person;
- (viii) the existence of any claim, set-off or other right which the Client may have at any time against the Company or any other person;
- (ix) any arrangement or compromise entered into by the Company with the Client or any other person;
- (X) the illegality, invalidity or unenforceability of, or any defect in, any provision of any document relating to the Facility or any security, guarantee or indemnity (including the Charge) or any of the rights or obligations of any of the parties under or in connection with any such document or any security, guarantee or indemnity (including the Charge), whether on the ground of ultra vires, not being in the interests of the relevant person or not having been duly authorized, executed or delivered by any person or for any other reason whatsoever.