

保證金客戶證券常設授權

《證券及期貨條例》第148條及《證券及期貨（客戶證券）規則》第7及第9條項下之授權

本授權書作為客戶與信達國際證券有限公司所訂立的客戶協議(保證金戶口)之條款及條件（「客戶協議」）的補充文件，應與其一併閱讀。若客戶協議與本授權書的條文有任何衝突，概以本授權書的條文為準。

就本授權書（下稱「常設授權」）而言，「客戶證券」及「證券抵押品」兩個詞彙具有香港法例第571章《證券及期貨條例》附表1第1部所賦予的涵義。本常設授權涵蓋所有客戶證券及證券抵押品，而該等客戶證券及證券抵押品為：(i) 在香港聯合交易所有限公司（下稱「聯交所」）上市或買賣，或在香港證券及期貨事務監察委員會（下稱「證監會」）認可的集體投資計劃的權益；及(ii)在進行信達國際證券有限公司（下稱「貴公司」）獲發牌的任何受規管活動的過程中，由貴公司或代表貴公司在香港收到或持有。本常設授權不適用於貴公司或代表貴公司在香港以外地區收取或持有的任何客戶證券或證券抵押品，或並非在聯交所上市或買賣的證券，或並非證監會認可的集體投資計劃的權益（合稱「其他證券及證券抵押品」）。該等其他證券及證券抵押品須根據海外有關司法管轄區的法律及法規處理。

本人/吾等謹此授權貴公司以下列方式處理貴公司或代表貴公司為本人/吾等的賬戶在香港收取或持有的客戶證券及證券抵押品：

1. 根據證券借貸協議運用任何客戶證券或證券抵押品；
2. 將任何證券抵押品存放於認可財務機構（定義見香港法例第155章《銀行業條例》）或任何證券交易商（定義見《證券及期貨（財政資源）規則》第2條給予該詞的涵義），作為貴公司獲提供財務通融的抵押品；
3. 將任何證券抵押品存放於香港中央結算有限公司、聯交所期權結算有限公司或其他持牌或註冊進行證券買賣的中介機構，作為解除及履行貴公司的交收義務及責任的抵押品；或
4. 將任何證券抵押品存入香港中央結算有限公司、聯交所期權結算有限公司或另一持牌或註冊進行期貨合約交易的中介機構，作為解除及履行貴公司的交收義務及責任的抵押品。

貴公司可在無須事先通知本人/吾等的情况下履行上述任何一項。

倘貴公司收取的任何客戶證券或證券抵押品未按照上述第(1)至(4)段運用或存放，則貴公司應根據《證券及期貨（客戶證券）規則》第5條進行登記或存放。

貴公司仍須就歸還根據本常設授權借出或存放的任何客戶證券或證券抵押品對本人/吾等負責。

本人/吾等明白並接受以下內容：

- (a) 客戶證券及/或證券抵押品可能受限於留置權或第三方的合法索償，而向本人/吾等退還該等客戶證券及/或證券抵押品可能受限於滿足該等留置權或申索；
- (b) 為本人/吾等的賬戶持有的證券抵押品可能會與屬於他人的證券抵押品匯集，這可能會大幅增加損失風險；及
- (c) 貴公司可能將保證金客戶的證券抵押品再質押予認可財務機構或任何證券交易商。

本人/吾等亦授權貴公司處置本人/吾等的任何或全部證券或證券抵押品，以清償本人/吾等或其代表結欠貴公司或任何其他人士的任何債務。本常設授權在不損害貴公司根據法律或客戶協議可能享有的任何一般留置權、抵銷權或任何其他類似權利之情況下發出，以處置本人/吾等的任何或全部證券或證券抵押品，惟以清償本人/吾等或其代表結欠貴公司或任何其他人士的任何債務為限。

本常設授權自簽署之日起生效，並將於**每年八月三十一日屆滿**，並可按下文自動重續。然而，本人/吾等可向貴公司發出不少於十四(14)個曆日的書面通知，隨時撤銷本常設授權。該撤銷通知將於貴公司實際收到該通知之日起十四(14)個曆日後生效，前提是本人/吾等當時並無任何結欠貴公司的未償還債務。

本人/吾等明白，貴公司將在本常設授權屆滿前最少十四(14)個曆日以書面方式向本人/吾等提醒授權即將屆滿。本人/吾等謹此同意，除非本人/吾等於常設授權屆滿日期前反對其續期，否則將按此處所載相同條款自動續期十二(12)個月。本人/吾等明白，假如常設授權自動續期，貴公司須於屆滿日期後一(1)星期內向本人/吾等發出書面確認。

倘若本常設授權的中文版本與英文版本有任何歧義，本人/吾等同意以英文版本為準。

本人/吾等聲明，本人/吾等完全明白及同意本常設授權之內容。

客戶簽署 (蓋公司章)

客戶姓名：_____

賬戶號碼：_____

日期：_____

SECURITIES STANDING AUTHORITY FOR MARGIN CLIENTS

Authority under Section 148 of the Securities and Futures Ordinance and Section 7 and Section 9 of the Securities and Futures (Client Securities) Rules

This Authority shall be read in conjunction with and as a supplement to the Terms and Conditions of Client's Agreement (Margin Account) entered into by the Client and Cinda International Securities Limited (the "Client's Agreement"). Where any conflict arises between the provisions of the Client's Agreement and this Authority, the provisions of this Authority shall prevail.

To: Cinda International Securities Limited

For the purposes of this letter of authority ("Standing Authority"), the terms "client securities" and "securities collateral" have the meanings assigned to them by Part 1 of Schedule 1 to the Securities and Futures Ordinance (Chapter 571 of the Laws of Hong Kong). This Standing Authority covers all client securities and securities collateral that are (i) either listed or traded on The Stock Exchange of Hong Kong Limited ("SEHK") or are interests in a collective investment scheme authorized by the Securities and Futures Commission of Hong Kong (the "SFC"); and (ii) received or held in Hong Kong by or on behalf of you in the course of the conduct of any regulated activity pursuant to the Client's Agreement and for which you are licensed. This Standing Authority does not apply to any client securities or securities collateral that are received or held by or on behalf of you outside Hong Kong nor to those securities which are not listed nor traded on SEHK nor interests in collective investment schemes not authorized by the SFC ("other securities and securities collateral") pursuant to the Client's Agreement. Such other securities and securities collateral shall be dealt with according to the laws and regulations of the relevant jurisdiction overseas.

I/We hereby authorize you to deal with the client securities and securities collateral received or held in Hong Kong by or on behalf of you for my/our account in the following ways:-

1. to apply any of the client securities or securities collateral pursuant to a securities borrowing and lending agreement;
2. to deposit any of the securities collateral with an authorized financial institution (as defined in the Banking Ordinance (Chapter 155 of the Laws of Hong Kong)) or any securities dealer (which has the meaning as defined in section 2 of the Securities and Futures (Financial Resources) Rules) as collateral for financial accommodation provided to you;
3. to deposit any of the securities collateral with Hong Kong Securities Clearing Company Limited, SEHK Options Clearing House Limited or another intermediary licensed or registered for dealing in securities as collateral for the discharge and satisfaction of your settlement obligations and liabilities; or
4. to deposit any of the securities collateral with Hong Kong Securities Clearing Company Limited, SEHK Options Clearing House Limited or another intermediary licensed or registered for dealing in futures contracts as collateral for the discharge and satisfaction of your settlement obligations and liabilities.

You may perform any of the above without prior notice to me/us.

When any client securities or securities collateral received by you is not applied or deposited in accordance with paragraphs (1) to (4) above, they should be registered or deposited by you in accordance with Section 5 of the Securities and Futures (Client Securities) Rules.

You remain responsible to me/us for the return of any of the client securities or securities collateral lent or deposited under this Standing Authority.

I/We understand and accept the following:-

- (a) the client securities and/or securities collateral may be subject to liens or lawful claims of third parties and return of such client securities and/or securities collateral to me/us may be subject to satisfaction of such liens or claims;
- (b) the securities collateral held for my/our account may be pooled with those that belong to others which may substantially increase the risk of loss; and
- (c) you may repledge margin client's securities collateral with authorized financial institution or any securities dealer.

I/We also authorize you to dispose of any or all of my/our securities or securities collateral in settlement of any liability owed by or on behalf of me/us to you or to any other party. This Standing Authority is given without prejudice to and in addition to any general lien, right of set-off or any other similar right to which you may be entitled by law or under the Client's Agreement to dispose of any or all of my/our securities or securities collateral to the extent required to settle any liability owed by or on behalf of me/us to you or to any other party.

This Standing Authority shall be valid from the date of signing and shall **expire on 31st of August every year** and may be automatically renewed as below. However, I/we may revoke this Standing Authority at any time by giving you not less than fourteen (14) calendar days' written notice. Such notice of revocation shall take effect on expiry of the said fourteen (14) calendar days from the date of your actual receipt of such notice provided that I/we do not have any outstanding debts owed to you at that time.

I/We understand that at least fourteen (14) calendar days prior to the expiry of this Standing Authority you will remind me/us in writing of the impending expiry of the authority. I/We hereby agree that unless I/we object to the renewal of the Standing Authority prior to its expiry date, it will be automatically renewed for a further period of twelve (12) months on the same terms as set out herein. I/We understand that if the Standing Authority is automatically renewed you shall give written confirmation of the renewal to me/us within one (1) week after the expiry date.

In the event of any difference in interpretation or meaning between the Chinese and English versions of this Standing Authority, I/we agree that the English version shall prevail.

I/We hereby declare that, I/we fully understand and agree to the contents of this Standing Authority.

Client's Signature (with Company Chop)

Name of Client: _____

Account No.: _____

Date: _____