

## STANDING AUTHORITY (CLIENT MONEY) 常設授權 (客戶款項)

This authority ("Authority") covers money held or received by CMSHK (including any interest derived from the holding of the money which does not belong to CMSHK) in any account maintained by the Customer with CMSHK the net equity balance of which exceeds the minimum margin requirements affecting the Customer or that account, as may from time to time be prescribed by law or any relevant regulatory authority (the "Monies"). 此授權 (「授權」) 涉及由招商證券 (香港) 在該客戶於招商證券 (香港) 所維持的任何賬戶中持有或收取 (包括因持有並不屬於招商證券 (香港) 的款項所產生的任何利息) 之款項, 而其淨權益結餘超出法例或任何有關監管當局不時指定對該客戶或賬戶構成影響的保證金最低要求 (「款項」)。

Unless the context otherwise requires, all the expressions used in this Authority shall have the same meanings as ascribed thereto in the SFO and the Securities and Futures (Client Money) Rules as amended from time to time. 除文義另有規定外, 在此授權中使用的所有用詞具有經不時修訂的《證券及期貨條例》及《證券及期貨 (客戶款項) 規則》所賦予之相同涵義。

This Authority authorises CMSHK, in its sole discretion, without having to provide the Customer with any prior notice or to obtain the prior confirmation of the Customer and/or direction, to transfer from such account the whole or any part of the Monies: 此授權向招商證券 (香港) 作出授權, 讓招商證券 (香港) 可按其絕對酌情權, 毋須向該客戶提供任何事先通知或獲取該客戶的事先確認及/或指示, 而將全部或任何部分款項從有關賬戶中:

- (1) into any segregated account(s) opened and maintained by the Customer with CMSHK or any company or companies within the group of companies (as defined in the Companies Ordinance (Chapter 622 of the Laws of Hong Kong)) to which CMSHK belongs (the "CMSHK Group") for the purpose of satisfying the Customer's obligations or liabilities to any member of the CMSHK Group, whether such obligations or liabilities are actual, contingent, primary or collateral, secured or unsecured, or joint or several; 轉賬至由該客戶在招商證券 (香港) 或招商證券 (香港) 所屬的公司集團 (定義見《公司條例》(香港法例第 622 章)) (「招商證券 (香港) 集團」) 旗下任何一家或多家公司所開立的獨立賬戶, 以用作抵償該客戶所欠招商證券 (香港) 集團任何成員公司的債務或負債, 而不論該等債務或負債是否實際、或有、主要或附屬、有抵押或無抵押或共同或個別承擔;
- (2) interchangeably between any of the said segregated account(s); and 在任何上述獨立賬戶之間互相轉賬; 及
- (3) into the Customer's designated bank account. 轉賬至該客戶的指定銀行賬戶。

Designated Bank Account 指定銀行賬戶 (Bank account of third party is not acceptable. 不接受第三方銀行帳戶)			
Bank Name 銀行名稱:		Branch 分行:	
Account Name 賬戶名稱:			
Account No. 賬戶號碼:		Currency 貨幣:	

The Customer hereby agrees to indemnify, and to keep indemnified, CMSHK and the companies within the CMSHK Group (or any of them) from and against all losses, damages, interests, costs, expenses, actions, demands, claims or proceedings of whatsoever nature which they (or any of them) may incur, suffer and/or sustain as a consequence of any transaction undertaken in pursuance of this Authority. 該客戶謹此同意向招商證券 (香港) 及招商證券 (香港) 集團旗下公司 (或其中任何公司) 作出彌償保證, 就彼等 (或其中任何一方) 根據此授權所進行的任何交易所產生、蒙受及/或承受之一切損失、損害、利息、費用、開支、行動、需求、申索或任何性質的法律程序獲得彌償。

This Authority is given without prejudice to other authorities or rights which the CMSHK Group may have in relation to dealing in the Monies in the segregated accounts. 此授權是在不損害招商證券 (香港) 集團或會就處理獨立賬戶內的款項所擁有的其他授權或權利之情況下作出。

This Authority may be revoked by the Customer at any time by serving on CMSHK 30 days' prior written notice to that effect. Such revocation shall not take effect until actual receipt by CMSHK of such written notice and shall not affect any transaction undertaken by CMSHK pursuant to this Authority prior to such revocation taking effect. 此授權可由該客戶隨時向招商證券 (香港) 發出 30 日的有關撤回的事先書面通知而撤回。該撤回將於招商證券 (香港) 實際收到該書面通知後才會生效, 且不會影響在該撤回生效前招商證券 (香港) 已根據此授權進行的任何交易。

Where the Customer has not been classified by CMSHK as a "professional investor" under the SFO, 倘該客戶並無獲招商證券 (香港) 根據《證券及期貨條例》歸類為「專業投資者」,

- A. CMSHK shall treat any such Authority as effective up to and including the last day of the coming February and shall expire thereafter unless it has been renewed in the following manner: 招商證券 (香港) 可視任何有關授權的有效期限截至緊隨的 2 月份最後一日 (包括該日), 其後即告失效, 除非以下列方式獲續期:
  - (1) before the expiry date, CMSHK receives the consent of the Customer in writing to renew such standing authority for a period not exceeding 12 months; or 於到期日前, 招商證券 (香港) 收到該客戶的書面同意, 將該常設授權續期不超過 12 個月; 或
  - (2) such standing authority shall be deemed to have been renewed if: 在下列情況下, 該常設授權將被視為已獲續期:
    - (a) CMSHK gives a written notice to the Customer at least 14 days before the expiry of the standing authority to inform the Customer of the impending expiry and that the standing authority will be renewed upon expiry for a period not exceeding 12 months on the same terms and conditions unless the Customer objects; and 招商證券 (香港) 於常設授權到期前最少 14 日向該客戶發出書面通知, 通知該客戶該常設授權即將到期, 而除非該客戶提出反對, 否則該常設授權將於到期時按相同條款及條件續期不超過 12 個月; 及
    - (b) the Customer does not object to the renewal of the standing authority before its expiry; 該客戶在該常設授權到期前並無反對該常設授權的續期;
- B. where this Authority is signed after 12 February but on or before the last day of February of a calendar year, the Customer gives consent for this Authority to be renewed for a period of 12 months on its expiry on the last day of February of that calendar year; 倘此授權於某個曆年的 2 月 12 日之後但於 2 月最後一日前簽訂, 則該客戶同意此授權於該曆年 2 月最後一日到期時續期 12 個月; 及
- C. where the standing authority is deemed to have been renewed, CMSHK shall give the Customer a written confirmation of the renewal of the standing authority within one week after the expiry of the previous standing authority. 倘常設授權被視為已續期, 則招商證券 (香港) 將於之前的常設授權到期後一個星期內向該客戶發出常設授權續期的書面確認。

Where the Customer has been classified by CMSHK as a "professional investor" under the SFO, CMSHK shall treat any such standing authority as continuing and it shall remain in effect unless and until specifically revoked by the Customer in writing. 倘該客戶獲招商證券 (香港) 根據《證券及期貨條例》歸類為「專業投資者」, 招商證券 (香港) 將視任何有關常設授權為持續有效, 並將維持有效, 除非及直至由該客戶特別以書面撤回授權為止。

In the event of any difference in interpretation or meaning between the English and Chinese version of this Authority, the Customer agrees that the English version shall prevail. 倘若此授權的英文與中文版本之間的詮釋或涵義有任何差異, 該客戶同意以英文版本為準。

The Customer confirms that this Authority has been explained to the Customer and the Customer fully understands the contents of this Authority and has sought, or has had the opportunity to seek legal advice concerning its contents and effect. 該客戶確認已獲解釋此授權的內容且完全明白, 並已尋求或有機會尋求有關其內容及影響之法律意見。

**Customer's Signature 該客戶簽署：**

**(Individual Customer 個人客戶)**

**(Joint Customer 聯名客戶)**

Individual Customer Name 個人客戶姓名:

ID/Passport No. 身份證/護照號碼:

Date 日期:

Joint Customer Name 聯名客戶姓名:

ID/Passport No. 身份證/護照號碼:

Date 日期:

**(Corporate 公司 / Partnership Customer 合夥企業客戶)**

Authorised Signature(s) and Company Chop

經授權簽署及公司蓋章

For and on behalf of 代表

Name of Corporate Customer 公司客戶名稱:

Name(s) of Authorised Signatory 獲授權簽署人名稱:

Title(s) 職銜:

Date 日期: