

**STANDING AUTHORITY (CLIENT SECURITIES) 常設授權 (客戶證券)**

Unless otherwise provided, capitalised terms used in the Standing Authority (Client Securities) ("this Authority") have the same meaning as ascribed to those terms under the Securities Account Agreement. 除非另有註明, 在本常設授權 (客戶證券) 內使用的詞彙具有證券賬戶協議內所賦予該等詞彙的相同涵義。

The Customer authorises CSMHK and each Associated Entity to deal with Client Securities and Securities Collateral from time to time received or held by or on behalf of CSMHK or any Associated Entity in the following manner without further notice to or consent from the Customer: 該客戶授權招商證券 (香港) 及每名有聯繫實體, 按下列方式處理或由代表招商證券 (香港) 或任何有聯繫實體不時收取或持有的客戶證券及證券抵押品, 而毋須向該客戶作進一步通知或徵求該客戶同意:

- (1) to deposit any Client Securities with an authorised institution (as defined in the Banking Ordinance (Chapter 155 of the Laws of Hong Kong) as collateral for financial accommodation provided to CSMHK; 將任何客戶證券存放於獲認可機構 (定義見香港法例第 155 章), 作為向招商證券 (香港) 提供的有關財務融通的抵押品;
- (2) to lend or deposit any Client Securities to/with a person in accordance with the rules and regulations of The Stock Exchange of Hong Kong Limited, Hong Kong Securities Clearing Company Limited ("HKSCC"), or to/with a person of a class specified by the relevant rules of the Securities and Futures Commission of Hong Kong; 根據香港聯合交易所有限公司及香港中央結算有限公司 ("香港結算") 的規則及規例, 將任何客戶證券借予或存放於某人士, 或借予或存放於香港證券及期貨事務監察委員會有關規則指定類別之人士;
- (3) to deposit any Client Securities with the HKSCC as collateral for the discharge and satisfaction of CSMHK's clearing and settlement obligations and liabilities. The Customer understands that HKSCC will have a fixed charge over the Client Securities to the extent of the obligations and liabilities of CSMHK; 將任何客戶證券存放於香港結算, 作為招商證券 (香港) 解除和履行結算及交收義務及責任的抵押品。該客戶明白, 香港結算將按招商證券 (香港) 的義務及責任對客戶證券收取固定費用;
- (4) to apply any Client Securities or Securities Collateral pursuant to a securities borrowing and lending agreement; 根據證券借貸協議動用任何客戶證券或證券抵押品;
- (5) to apply any Client Securities in accordance with paragraphs (1), (2), (3) and (4) above if CSMHK provides financial accommodation to the Customer in the course of dealing in securities and also provides financial accommodation to the Customer in the course of any other regulated activities of which it is licensed; 倘招商證券 (香港) 在證券買賣過程中向該客戶提供財務融通, 並且亦在其獲許可進行的任何其他受規管活動過程中向該客戶提供財務融通, 則可根據上文第(1)、(2)、(3)及(4)段動用任何客戶證券;
- (6) as regards any action (including, without limitation, any rights or new issues or any consolidation, split or redenomination of funds stocks or shares or any other routine event) in connection with any Client Securities or Securities Collateral which affects the Customer as the owner of such Client Securities or Securities Collateral, to subscribe, take up or dispose of any rights, benefits, interests or entitlements arising from them or to deal or act in any manner in accordance with any instruction from the Customer whether the instruction is given in writing or by any other means (except that any applicable provisions in the constitutional and/or offering documents under which such Client Securities or Securities Collateral were issued, offered or sold shall always prevail and CSMHK is authorised to deal or act or refrain from dealing or acting in accordance with such provisions despite any instruction from the Customer) or, in the absence of or delay in receiving instruction from the Customer, in such manner as CSMHK considers appropriate to preserve the interests of the Customer; 針對與任何客戶證券或證券抵押品有關而影響到該客戶 (作為該等客戶證券或證券抵押品的擁有人) 之任何行動 (包括但不限於任何供股或發行新股、基金股份或證券之合併、分拆或重訂面額或任何其他常規事件), 可按客戶作出的任何指示 (不論該指示是否以書面或任何其他方式發出), 認購、接受或出售從該等事件所產生的任何權利、利益、權益或配額或以任何方式處理或行動 (惟於任何時間均以據此發行、銷售或出售該等客戶證券或證券抵押品的組織章程及/或發售文件的任何適用條文為準, 而即使收到該客戶的任何指示, 招商證券 (香港) 有權根據上述條文進行有關交易或行動或不予進行有關交易或行動), 或在沒有或延遲收到客戶指示的情況下, 按招商證券 (香港) 認為可保障該客戶利益之合適方式行事;
- (7) to sell dispose of or otherwise deal with any Client Securities or Securities Collateral on prevailing market conditions if such sale, disposal or dealing is required by any applicable law, rule, regulation or order or any direction, guideline, notice or restriction (whether or not having the force of law) issued by any competent authority, government agency, exchange or body or is otherwise for the protection of the Customer and/or CSMHK; 倘任何適用法例、規則、規例或法令或任何具權力機構、政府機關、交易所或組織所頒佈的任何指令、指引、通知或限制 (不論是否具法律效力) 規定進行有關出售、處置或處理, 或為了保障該客戶及/或招商證券 (香港) 的利益, 則可按當時市況出售、處置或處理任何客戶證券或證券抵押品;
- (8) to deal with any Client Securities or Securities Collateral in such manner as CSMHK considers appropriate to facilitate the provision of securities related services to the Customer taking into account any legal or regulatory requirement or prevailing market practice applicable to CSMHK from time to time; and 在符合不時適用於招商證券 (香港) 的任何法律或監管規定或當時的市場慣例的情況下, 按招商證券 (香港) 認為有利於向該客戶提供證券相關服務之合適方式處理任何客戶證券或證券抵押品; 及
- (9) to do all acts and things which are necessary for or incidental to the performance of the above activities or any of them. 進行為了執行上述活動或其中任何活動所需或附帶之一切行動及事宜。

The Customer declares, undertakes and warrants that the Customer has the sole beneficial ownership of the Client Securities and Securities Collateral free from all liens, charges and encumbrances (save and except those that may be created under the Securities Account Agreement between the Customer and CSMHK) during the continuance in force of this Authority. 該客戶聲明、承諾及保證, 該客戶於此授權持續有效期間內擁有客戶證券及證券抵押品之獨有受益權, 而不附帶任何留置權、抵押及產權負擔 (根據該客戶與招商證券 (香港) 之間的證券賬戶協議可能設立者除外)。

The Customer fully understands that a third party may have rights to the Client Securities and Securities Collateral which CSMHK must satisfy before the same can be returned to the Customer. 該客戶完全明白第三方或會對客戶證券及證券抵押品擁有權利, 而招商證券 (香港) 必須滿足該等權利後, 才可向客戶退還該等客戶證券及證券抵押品。

The Customer hereby agrees to indemnify and to keep indemnified, CSMHK and each Associated Entity 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) 及各有聯繫實體作出彌償保證, 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 may be revoked by the Customer at any time by serving on CSMHK 30 days' prior written notice to that effect. Such revocation shall not take effect until actual receipt by CSMHK of such written notice and shall not affect any transaction undertaken by CSMHK pursuant to this Authority prior to such revocation taking effect. CSMHK has the right to terminate any financial accommodation it has provided to the Customer immediately by notice if CSMHK considers, in its opinion, that the absence of the Authority makes it impracticable for CSMHK to continue to provide such financial accommodation to the Customer. 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。如招商證券 (香港) 認為在欠缺此授權時會令其向該客戶提供財務融通不可行繼續, 招商證券 (香港) 會向該客戶發出通知以立即停止其向該客戶提供的所有財務融通。

Where the Customer has not been classified by CSMHK 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. CSMHK 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, the Company 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, 本公司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) CSMHK 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; and 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, CSMHK 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 CSMHK as a "professional investor" under the SFO, CSMHK 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。

"Associated Entity" means any holding company or subsidiary company of CMSHK or any holding company of the holding company of CMSHK which receives or holds in Hong Kong any assets of the Customer; 「有聯繫實體」指在香港收取或持有該客戶任何資產的招商證券（香港）任何控股公司或附屬公司或招商證券（香港）的控股公司的任何控股公司；

"Client Securities" means any Securities (other than Securities Collateral) received or held by or on behalf of CMSHK or any Associated Entity which are so received or held on behalf of the Customer or in which the Customer has a legal or equitable interest; 「客戶證券」指由或代表招商證券（香港）或任何有聯繫實體代表該客戶收取或持有或該客戶在當中擁有法定或衡平法權益之任何證券（證券抵押品除外）；

"Securities Collateral" means any Securities deposited with or otherwise provided by or on behalf of the Customer to CMSHK or any other person, in the course of the conduct of any regulated activity for which CMSHK is registered or is required to register under the SFO, to secure or facilitate the provision of financial accommodation by CMSHK; and 「證券抵押品」指在進行招商證券（香港）已根據《證券及期貨條例》註冊或須予註冊的任何受規管活動過程中，為了方便招商證券（香港）提供財務融通，而由該客戶或其代表存放於或以其他方式提供予招商證券（香港）或任何其他人士之任何證券；及

"SFO" means the Securities and Futures Ordinance (Chapter 571 of the Laws of Hong Kong) and any subsidiary legislation made thereunder, as amended or substituted from time to time. 「《證券及期貨條例》」指香港法例第 571 章《證券及期貨條例》及經不時據此制訂或修訂或替代之任何附屬法例。

The Customer acknowledges that Securities held or received by CMSHK outside Hong Kong are subject to the applicable rules and regulations of the relevant overseas jurisdiction which may be different from the SFO and the Securities and Futures (Client Securities) Rules. Consequently, such Securities may not enjoy the same protection as that conferred on the Securities held or received in Hong Kong. 該客戶承認，招商證券（香港）在香港境外持有或收取的證券受到有關海外司法管轄區的適用規則及規例所規限，而該等規則及規例或會與《證券及期貨條例》以及《證券及期貨（客戶證券）規則》有所不同。因此，該等證券未必享有在香港持有或收取的證券所獲之相同保障。

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：