## Sinofides Securities Limited 中誠證券有限公司(BSH860)



Type 1 (Dealing in Securities), Type 4 (Advising on Securities) and Type 9 (Asset Management) regulated activity. Addres: Room 2001, 20/F., No. 303 Hennessy Road,, Wanchai, Hong Kong Fax & Tel:+852-90755907. Email: info@sinofides.com

# 客戶款項常設授權

Re: Standing Authority under the Securities and Futures (Client Money) Rules

### 關於:根據《證券及期貨(客戶款項)規則》所設立的常設授權

This Standing Authority covers money held or received by SINOFIDES in Hong Kong (including any interest derived from the holding of the money which does not belong to Sinofides) in one or more segregated account(s) on my/our behalf (the "Client Monies").

本常設授權涵蓋中誠我(們)在香港收取或持有並存放於一個或多個獨立帳戶內之款項(包括因持有並非屬中誠之款項而產生之任何利息)(下稱「客戶款項」)。

Unless otherwise defined, all the terms used in this Standing Authority shall have the same meanings as in the Securities and Futures Ordinance (Cap. 571 of the Laws of Hong Kong) and the Securities and Futures (Client Money) Rules (Cap. 571I of the Laws of Hong Kong) as amended from time to time.

除非另有定義,本常設授權內的所有詞語,與《證券及期貨條例》(香港法例第571章)及《證券及期貨(客戶款項)規則》(香港法例第5711章)不時修訂之 定義具有相同涵義。

This Standing Authority authorizes Sinofides, in Sinofides's absolute sole discretion, without having to provide me/us with any prior notice or to obtain the prior confirmation and/or direction from me/us, to deal in the whole or any part of the Client Monies in the following manners:

本常設授權授權中誠於毋須給予我(們)任何事先通知或取得我(們)的事先確認及/或指示的情況下,按其絕對酌情決定處理全部或部份客戶款項作下列用途:

- 1. to pay/transfer any sum of the Client Monies to any agent broker(s) and/or clearing firm(s) in Hong Kong or overseas and their successors and assigns for the purpose of trading or meeting the settlement or margin requirement (if applicable) of my/our local and my/our overseas securities and/or futures transactions; and/or
  - 將任何數額之客戶款項支付/轉帳予任何本地及/或海外的經紀商及/或結算公司及其繼承人及受讓人,以作為我(們)買賣本地及/或海外證券及/或期貨交易之用,或履行交收或保證金的要求(如適用);及/或
- 2. to transfer any sum of the Client Monies interchangeably between any of the segregated accounts maintained at any time by SINOFIDES, for the purpose of trading or meeting the settlement or margin requirement (if applicable) of my/our local and/or overseas securities and/or futures transactions; and/or 從中誠於任何時間維持的任何獨立帳戶之間來回調動任何數額之客戶款項,以作為我(們)買賣本地及/或海外證券及/或期貨交易之用,或履行交收或保證金的要求(如適用);及/或
- 3. to enter into foreign exchange contracts necessary (i) to facilitate the purchase, or for meeting the settlement or margin requirement (if applicable) of, the overseas securities and/or futures with the Client Monies, or (ii) convert any or all of the Client Monies in such manner as Sinofides shall, in its absolute and sole discretion, consider fit at the time when the conversion of the Client Monies are required for the purpose of payment at the conversion exchange as conclusively determined by Sinofides and in accordance with Sinofides's prevailing practice.
  - 訂立外幣兌換合約,適用於(i)為了以客戶款項購買海外證券及/或期貨交易;或符合交收或保證金的要求(如適用)之用,或(ii)以支付為目的,於由中誠最終決定的轉換交易所,按中誠絕對及酌情決定認為合適的方式,及按照其日常慣例轉換任何或所有客戶款項。

This Standing Authority to Sinofides is given without prejudice to other authorities or rights which Sinofides may have in relation to dealing in the Client Monies in the segregated accounts

本常設授權賦予中誠的授權並不損害中誠有關處理該等獨立帳戶內客戶款項的其他授權或權利。

This Standing Authority is valid for a period of 12 months from the effective date of the Securities Client Agreement entered into between me/us and Sinofides. I/We understand that this Standing Authority shall be deemed to be renewed on a continuing basis for another year without my/our written consent if Sinofides issues to me/us a written reminder at least 14 days prior to the expiry date of this Standing Authority, and I/we do not object to such deemed renewal before such expiry date. This Standing Authority may be revoked by me/us at any time by serving Sinofides a written notice to that effect. Such revocation shall not take effect until 5 business days subsequent to the actual receipt by Sinofides of such written notice and shall not affect any transactions undertaken by Sinofides pursuant to this Standing Authority prior to such revocation taking effect.

本常設授權由我(們)與中誠訂立的證券及/或期貨客戶協議書生效日起計十二個月內有效。我(們)明白,若中誠於本常設授權的有效期屆滿前十四天或以前,向我(們)發出書面通知,提醒我(們)本常設授權即將屆滿,而我(們)並沒有在本常設授權屆滿前對此授權續期作出反對,則本常設授權應當作在不需要我(們)的書面同意下按持續的基準被續期一年。我(們)可於任何時候以書面通知中誠以撤銷本常設授權。本常設授權將於中誠收到該書面通知五個工作天後正式撤銷。然而在此撤銷正式生效前,所有中誠按本常設授權所達成的任何交易均不受該項撤銷所影響。

I/We hereby agree to indemnify, and to keep indemnified, Sinofides from and against any losses, liabilities, damages, interests, costs, expenses, actions, demands, claims or proceedings of whatsoever nature which Sinofides may incur, suffer and/or sustain as a consequence of any transaction undertaken in pursuance to this Standing Authority.

我(們)謹此同意就任何中誠因根據本常設授權執行的任何交易而可能產生、蒙受及/或承受的任何損失、責任、損害、利息、成本、開支、法律行動、付款要求、索償或程式向中誠作出賠償。

I/We acknowledge that my/our assets (including the Client Monies) received or held by the licensed or registered person outside Hong Kong are subject to the applicable laws and regulations of the relevant overseas jurisdiction which may be different from the Securities and Futures Ordinance and the rules made thereunder. Consequently, such client assets may not enjoy the same protection as that conferred on client assets received or held in Hong Kong.

我(們)確認,持牌人或註冊人在香港以外地方收取或持有我(們)的資產(包括客戶款項),是受到有關海外司法管轄區的適用法律及規例所監管的。這些法律及規例與《證券及期貨條例》及根據該條例制訂的規則可能有所不同。因此,有關客戶資產將可能不會享有賦予在香港收取或持有的客戶資產的相同保障。



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I/We confirm that this Standing Authority has been explained to me/us and I/we fully understand the contents of this Standing Authority and have sought, or have had the opportunity to seek, legal advice concerning its contents and effect.我(們)確認我(們)就本常設授權的內容已獲得解釋,並且完全明白本常設授權的內容,並已經或有機會就其內容及效力尋求法律顧問的意見。

In the event of any difference in interpretation or meaning between the English and Chinese version of this Standing Authority, the English verison shall prevail.

如本常設授權中、英文本之解釋或意思有任何歧義,概以英文本為准。

I/We hereby agree to all the above authority, terms and conditions.

我(們)謹此同意以上所有授權、條款及細則。

|                 | Client Name 客戶名稱<br>《姓名中文》 |
|-----------------|----------------------------|
|                 | Date 日期<br>《日期》            |
| Account No.帳戶號碼 |                            |