



Guosen Securities (HK) Brokerage Company, Limited is engaged in dealing in securities, advising on securities, dealing in futures contracts and advising on futures contracts businesses, and is licensed under the Securities and Futures Ordinance to carry out Type 1 (dealing in securities), Type 2 (dealing in futures contracts), Type 4 (advising on securities) and Type 5 (advising on futures contracts) regulated activities (CE Number: AU1491).

国信证券(香港)经纪有限公司经营的是证券及就证券提供意见和期货交易及就期货交易提供意见的业务,并根据证券及期货条例获发牌经营第1类(证券交易)、第2类(期货合约交易)、第4类(就证券提供意见)及第5类(就期货合约提供意见)受规管活动(中央编号: AU1491)。

TO: Guosen Securities (HK) Brokerage Company, Limited (“GSBC”)  
Suites 3207 – 3212 on Level 32, Pacific Place, 88 Queensway, Hong Kong  
致: 国信证券(香港)经纪有限公司(下称「国信香港」)  
香港金钟道88号太古广场1座32楼3207-3212室

## Client Securities Standing Authority 客户证券常设授权

### Re: Standing Authority under the Securities and Futures (Client Securities) Rules 关于: 根据《证券及期货(客户证券)规则》所设立的常设授权

This Standing Authority covers all securities and securities collateral held or received by GSBC in Hong Kong (including any interest derived from the holding of the securities which does not belong to GSBC) and deposited in one or more segregated account(s) on my/our behalf.

本常设授权涵盖国信香港代表我(们)在香港收取或持有并存放于一个或多个独立账户内之证券(包括因持有并非属国信香港之证券而产生之任何利息)。

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 Securities) Rules (Cap. 571H of the Laws of Hong Kong) as amended from time to time.

除非另有定义,本常设授权内的所有词语,与《证券及期货条例》(香港法例第571章)及《证券及期货(客户证券)规则》(香港法例第571H章)不时修订之定义具有相同涵义。

This Standing Authority authorizes GSBC, in GSBC’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 my/our securities or securities collateral in the following manners:

本常设授权授权国信香港于毋须给予我(们)任何事先通知或取得我(们)的事先确认及/或指示的情况下,按其绝对酌情权处理我(们)的全部或部份证券或证券抵押品作下列用途:

1. apply any of my/our securities or securities collateral pursuant to a securities borrowing and lending agreement; and/or  
依据证券借贷协议运用任何我(们)的证券或证券抵押品;及/或
2. lend or deposit any of my/our securities collateral with an authorized financial institution as collateral for financial accommodation provided to GSBC; and/or  
将任何我(们)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. lend or deposit any of my/our securities collateral with a recognized clearing house or another intermediary licensed or registered for dealing in securities or dealing in futures contracts as collateral for the discharge and satisfaction of GSBC’s settlement obligations and liabilities pursuant to Section 7 of the Securities and Futures (Client Securities) Rules; and/or  
按照《证券及期货(客户证券)规则》第7条,将任何我(们)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或进行期货合约交易的中介人,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;及/或
4. apply, lend or deposit any of my/our securities collateral in accordance with Clauses 1, 2 and/or 3 above if GSBC provides financial accommodation to me/us in the course of dealing in securities and also provides financial accommodation to me/us in the course of any other regulated activity for which GSBC is licensed or registered; and/or  
若国信香港在进行证券交易的过程中向我(们)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我(们)提供财务通融,可按照以上第1、2和/或3条款运用、借出或存放我(们)的任何证券抵押品;及/或
5. pay or be paid any consideration for GSBC’s borrowing, lending, or depositing any of my/our securities; and/or

就国信香港借、贷或存放我(们)任何证券而支付或收取任何代价;及/或

6. to treat, deposit, transfer, lend, pledge, repledge and otherwise deal with the securities and securities collateral in such manner as GSBC considers appropriate taking into account any applicable legal or regulatory requirement from time to time.

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、存放、转让、借出、质押、再质押及以其他方式处理有关证券及证券抵押品。

I/We understand that the recognized clearing house or the intermediary licensed or registered for dealing in securities will have a first fixed charge over my/our securities collateral to the extent of GSBC's settlement obligations and liabilities.

我(们)明白认可结算所或其它获发牌或获注册进行证券交易的中介人,将因应国信香港在交收上的责任及义务对我(们)的证券抵押品设定为第一固定押记。

GSBC is accountable to me/us for the return of any securities borrowed, lent, or deposited under this authority.

国信香港须向我(们)负责偿还有关根据本授权书而作出借、贷或存放之证券。

I/We understand that a third party may have rights to my/our securities, which GSBC must satisfy before my/our securities can be returned to me/us.

我(们)明白我(们)的证券可能受制于第三者之权利,国信香港可于全数抵偿该等权利后,方将我(们)的证券退回我(们)。

This Standing Authority to GSBC is given without prejudice to other authorities or rights which GSBC may have in relation to dealing in my/our securities or securities collateral.

本常设授权赋予国信香港的授权并不损害国信香港有关处理我(们)的证券或证券抵押品的其他授权或权利。

Where I/we has not been classified by GSBC as a professional investor, this Standing Authority is valid for a period of 12 months upon signing by me/us, and shall override my/our previous Standing Authority in connection with my/our securities or securities collateral. 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 GSBC 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. Where I/we has been classified by GSBC as a professional investor, this Standing Authority is continuing and shall remain in effect unless and until revoked by me/us. This Standing Authority may be revoked by me/us at any time by serving GSBC a written notice to that effect. Such revocation shall not take effect until 5 business days subsequent to the actual receipt by GSBC of such written notice and shall not affect any transactions undertaken by GSBC pursuant to this Standing Authority prior to such revocation taking effect.

倘我(们)并无获国信香港归类为专业投资者,本常设授权由我(们)签署之日起计十二个月内有效,并取代此前我(们)就我(们)的证券或证券抵押品已经签署的常设授权。我(们)明白,若国信香港于本常设授权的有效期限届满前十四天或以前,向我(们)发出书面通知,提醒我(们)本常设授权即将届满,而我(们)并没有在本常设授权届满前对此授权续期作出反对,则本常设授权应当作为在不需要我(们)的书面同意下按持续的基准被续期一年。倘我(们)获国信香港归类为专业投资者,此常设授权为持续有效,并将维持有效,除非及直至由我(们)撤回授权为止。我(们)可于任何时候以书面通知国信香港以撤销本常设授权。本常设授权将于国信香港收到该书面通知五个工作天后正式撤销。然而在此撤销正式生效前,所有国信香港按本常设授权所达成的任何交易均不受该项撤销所影响。

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

我(们)谨此同意就任何国信香港因根据本常设授权执行的任何交易而可能产生、蒙受及/或承受的任何损失、责任、损害、利息、成本、开支、法律行动、付款要求、索偿或程序向国信香港作出赔偿。

I/We acknowledge that my/our assets (including the my/our securities or securities collateral) 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(们)确认,持牌人或注册人在香港以外地方收取或持有我(们)的资产(包括客户证券),是受到有关海外司法管辖区的适用法律及规例所监管的。这些法律及规例与《证券及期货条例》及根据该条例制订的规则可能有所不同。因此,有关客户资产将可能不会享有赋予在香港收取或持有的客户资产的相同保障。

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(们)确认我(们)就本常设授权的内容已获得解释,并且完全明白本常设授权的内容,并已经或有机会就其内容及效力寻求法律顾问的意见。

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

如本常设授权中、英文本之解释或意思有任何歧义,概以英文本为准。

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

我(们)谨此同意以上所有授权、条款及细则。

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Client Signature 客户签署

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Client Name 客户名称

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Account No. 账户号码

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Date 日期