

客戶證券常設授權 (客戶證券及客戶款項)

本常設授權書，根據《證券及期貨(客戶證券)規則》(香港法例第 571H條)的規定，授權本公司：

- i. 根據證券借貸協議運用任何本人/我們的證券或證券抵押品，並可根據有關證券借貸安排，在適用法律及監管規定允許的範圍內，將有關證券或證券抵押品轉移、交付、存放或持有於相關借入人、借出人、代理人、託管人或其他參與有關證券借貸安排之機構；
- ii. 將任何本人/我們的證券抵押品存放於認可的金融機構，作為提供給道口證券有限公司(「道口證券」)的財務通融的抵押品。為免生疑問，該等認可財務機構可包括提供融資、保證金、流動性支援或其他財務通融安排之銀行、金融機構、主經紀商或其他獲認可機構；
- iii. 將任何本人/我們的證券抵押品存放於認可的結算所或其他持牌或註冊進行證券交易的中介人，作為解除和清償道口證券在交收上的責任及債務的抵押品；
- iv. 將本人/我們的任何證券抵押品存於任何其他認可結算所或任何其他獲發牌或獲註冊進行證券交易的中介人，作為解除道口證券在交收上的責任和義務和清償道口證券在交收上的法律責任的抵押品；為進行交收、結算、託管或相關市場運作，該等機構可包括位於香港或香港以外司法管轄區之認可結算所、中央證券存管機構、託管人、分託管人、主經紀商或其他獲發牌、獲註冊或獲授權從事證券交易、證券託管或證券結算業務之機構。本人確認並同意，有關證券或證券抵押品可按照相關市場慣例以代名人、受託人或其他市場慣常方式登記及持有；及/或
- v. 如道口證券在進行證券交易或道口證券或發牌或註冊進行的任何其他受規管活動的過程中向本人/我們提供財務通融，即可按照上述第(i)、(ii)、(iii)及/或(iv)項所述運用或存放本人/我們的任何證券抵押品。

本人/我們明白道口證券可以不向本人/我們發出通知而採取上述行動。

本常設授權函件涵蓋一切由道口證券代表本人/我們購買或持有之證券。

本人/我們明白認可結算所或其他獲發牌或獲註冊進行證券交易的中介人，將因應道口證券在交收上的責任及債務而對本人的證券抵押品設置為第一固定押記。

本授權書並不涉及就道口證券借、貸或存放本人任何證券而須支付或收取的任何代價。任何代價均須由本人/我們與道口證券另行簽約訂明。道口證券須向本人/我們就交還有關根據本常設授權而作出借入、貸款或存放之證券負責。

本人/我們明白，道口證券可能會獲得客戶無權獲得的財務及其他利益。為免生疑義，該等利益包括因根據本常設授權對客戶證券或證券抵押品進行借入、借出、存放、質押、轉質押或回購而產生的利息、收益、費用及回佣。

本人/我們明白本人/我們的證券可能受制于第三者之權利，道口證券必須於抵償該等權利後，方將本人/我們的證券交還本人/我們。

根據《證券及期貨(客戶款項)規則》(香港法例第 571I 條)設立的常設授權：

客戶藉本常設授權書授權本公司不需事先通知或取得的確認及/或指示可酌情動用款項的全部或部份作為買賣海外證券之用、符合交收或按金要求及其他用途，包括為現有、擬進行、合理預期進行或未來可能進行之交易、投資活動、首次公開招股、配股、供股、公開發售、企業行動或其他資本市場活動且在合理範圍內而進行之資金安排、預存資金安排、預先部署資金或建立交易購買力：

- i. 將任何數額之款項支付/轉往客戶於本公司的帳戶及/或任何海外經紀人及/或結算公司的證券帳戶及其繼承人及受讓人以作客戶買賣海外證券之用或符合交收、按金或對道口證券的負債的要求(如適用)；
- ii. 將任何數額之款項支付/轉往位於香港或其他地方的別家證券或期貨經紀的客戶帳戶，以方便本人/我們下達買賣指令、應付交收或本人/我們經該經紀所需要或可能需要履行的財務責任。為免生疑問，該等帳戶可包括由經紀商、執行經紀、主經紀商、託管人、分託管人、結算所、中央證券存管機構、結算代理或其他金融機構維持之客戶帳戶或綜合客戶帳戶，而有關款項可於本人/我們發出具體交易指示前轉移至該等帳戶，以應付預期交易、預期交收、預期保證金要求或其他與投資活動有關之財務責任；
- iii. 轉移在香港持有或收到屬於本人/我們的款項至香港以外的帳戶，該等帳戶可由經紀商、主經紀商、託管人、分託管人、結算所、中央證券存管機構、銀行或其他金融機構持有，並可為交易執行、交收、結算、保證金管理、託管安排、企業行動或其他投資活動之目的而持有有關款項；
- iv. 從本公司在香港或其他地方設立之一或多個獨立帳戶及在任何海外經紀人及/或結算公司獨立帳戶或於該等帳戶之間來回調動；及/或
- v. 訂立外幣兌換合約，適用於當日或之前將客戶的款項兌換至任何貨幣，以用於購買海外證券或期貨合約、符合交收或按金要求或其他與本授權有關的用途(如適用)而需要將資金轉換為其他貨幣，此等兌換合約按本公司慣例並以市場匯率訂立。訂約時間由本公司酌情決定。

本人/我們確認及同意，上述款項可存放於香港或香港以外司法管轄區之獨立客戶帳戶、綜合客戶帳戶、綜合結算帳戶或其他集合形式之客戶帳戶內，並可能與屬於其他客戶之資金共同存放、彙集、管理、交收或處理。本人/我們進一步確認及同意，存放於香港以外司法管轄區之客戶款項將

受當地法律及監管規定規管，而有關法律及監管規定可能與香港《證券及期貨條例》及其附屬法例有所不同，因此有關款項未必享有與在香港持有之客戶款項相同程度之保障。

本人/我們確認及同意，上述授權包括道口證券於接獲本人/我們具體交易指示前，為合理預期交易、投資活動、交收、結算、保證金安排、企業行動或其他相關用途而進行合理所需之資金調撥、預存資金安排或跨境資金轉移。

本人/我們承諾就道口證券因為根據本常設授權而行事而招致或蒙受的所有成本、開支、負債、損失或損害賠償，向道口證券作出彌償。

常設授權通用條款

除非另有說明，本授權書之名詞與證券與期貨條例、《證券及期貨（客戶款項）規則》及《證券及期貨（客戶證券）規則》不時修訂之定義具有相同意思。

道口證券可不向本人/我們發出事前通知而採取上述行動。本人/我們確認本授權書不影響道口證券為解除由本人/我們或代本人/我們對道口證券、道口證券之有聯繫實體或第三者所負的法律責任，而處置或促使道口證券的有聯繫實體處置本人/我們之證券或證券抵押品的權利。

本人/我們進一步確認及同意，道口證券可根據本授權書及適用法律法規之規定，為現有、擬進行、合理預期進行或未來可能進行之交易、投資活動、交收、結算、保證金安排、企業行動或其他相關投資活動，採取本授權書項下之有關行動，包括於接獲具體交易指示前進行合理所需之資金、證券、保證金、託管或交收安排。

此賦予道口證券之授權乃鑒於道口證券同意繼續維持本人/我們之證券保證金帳戶。本人/我們明白本人/我們的證券可能受制于第三者之權利，道口證券須全數抵償該等權利後，方可將本人的證券退回本人。

除本常設授權書於到期前被撤回外，本常設授權書有效期內，本常設授權書涵蓋本公司收取或持有並存放於任何帳戶內有關外地交易的款項（包括因持有並非屬於本公司的款項的產生之任何利息），除非客戶與公司另有協議，否則該款項所產生的任何利息，絕對屬於公司。本授權自本函件日期起計有效十二（12）個月，道口證券於該授權有效期屆滿前不少於十四（14）日 向本人/我們發出書面通知，而本人/我們於該授權有效期屆滿前未有提出反對續期，則此授權將視為毋須本人/我們書面同意而接續地續期十二（12）個月。

本人/我們明白，本人/我們可給予道口證券至少七（7）個交易日的預先書面通知，撤銷此授權。但是，道口證券有絕對酌情決定權將撤銷授權通知書視為於道口證券收訖時隨即生效。

本人/我們確認及同意，道口證券在香港以外地方收取或持有的客戶資產，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》（第571 條）及根據該條例制訂的規則可能有所不同。因此，有關客戶資產有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。

本人/我們進一步確認及同意，客戶資產（包括客戶款項、證券及證券抵押品）可能存放於香港或香港以外司法管轄區之獨立帳戶、綜合客戶帳戶、綜合客戶證券帳戶、綜合結算帳戶、綜合保證金帳戶、託管帳戶或其他集合形式之帳戶，並可能與屬於其他客戶之資產共同持有、存放、管理、交收或處理。

本人/我們進一步明白，如有關經紀商、主經紀商、託管人、分託管人、結算所、中央證券存管機構、銀行或其他金融機構無力償債、進入清盤程式或發生類似事件，本人取回有關客戶資產之時間、方式及金額可能受到影響。

道口證券已將本常設授權全部向本人/我們解釋清楚，我/我們明白並接受本函件的内容。

簽署: _____

簽署日期: _____

帳戶號碼: _____

姓名: _____

Standing Authority (Client Securities and Client Money)

Pursuant to the Securities and Futures (Client Securities) Rules (Hong Kong Legislation Chapter 571H), this letter authorizes you to:

- i. apply any of my/our securities or securities collateral pursuant to a securities borrowing and lending agreement(s), and, subject to applicable laws and regulatory requirements, to transfer, deliver, deposit or hold such securities or securities collateral with the relevant borrower, lender, agent, custodian or other institution participating in the relevant securities borrowing and lending agreement;
- ii. deposit any of my/our securities collateral with an authorized financial institution as collateral for financial accommodation provided to you. For the avoidance of doubt, such authorized financial institutions may include banks, financial institutions, prime brokers or other authorized entities providing financing, margin facilities, liquidity support, or other financial accommodation arrangements;
- iii. deposit any of my/our securities collateral with a recognized clearing house or another intermediary licensed or registered for dealing in securities as collateral for the discharge and satisfaction of your settlement obligations and liabilities;
- iv. deposit any of my/our securities collateral with any other recognized clearing house or any other intermediary licensed or registered for dealing in securities, as collateral for the discharge and satisfaction of your settlement obligations and liabilities; for the purposes of settlement, clearing, custody, or related market operations, such institutions may include recognized clearing houses, central securities depositories, custodians, sub-custodians, prime brokers, or other institutions licensed, registered, or authorized to engage in securities trading, custody or settlement businesses, whether located in Hong Kong or elsewhere. I/We acknowledge and agree that such securities or securities collateral may be registered and held in the name of a nominee, trustee or in accordance with the relevant market practice; and/or
- v. If you provide me/us with financial accommodation in the course of dealing in securities or any other regulated activity for which it is licensed or registered, it may apply or deposit any of my/our securities collateral in the manner described in paragraphs (i), (ii), (iii), and/or (iv) above.

I/We understand that DaoKou Securities Limited ("the Company") can take any of the above actions without giving notice to me/us.

This letter of Standing Authority covers all securities purchased or held by the Company on my/our behalf.

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 securities collateral to the extent of your settlement obligations and liabilities.

Unless otherwise agreed in this standing authority, any consideration must be set in a separate agreement between us. You are accountable to me/us for the return of any securities borrowed, lent, or deposited under this authority. I/We understand that the Company may receive financial and other benefits to which Client is not entitled. For the avoidance of doubt, such benefits include interest, income, fees and rebates arising from the borrowing, lending, deposit, pledge, re-pledging or repurchase of client securities or securities collateral under this standing authority.

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

This authorization established under the Securities and Futures (Client Money) Rules (Hong Kong Legislation Chapter 571I):

The Client authorizes the Company to use the Standing authority to transfer all of the money at its discretion without prior notice or confirmation and/or instructions, or part of the sale and purchase of overseas securities, compliance with settlement, margin requirements and other purposes – including fund arrangements, pre-funding arrangements, pre-deployment of funds, or the establishment of trading purchasing power – undertaken within a reasonable scope in connection with existing, proposed, reasonably anticipated, or potential future transactions, investment activities, initial public offerings (IPOs), placings, rights issues, public offers, corporate actions:

- i. To pay/transfer any sum of the Monies to the Client's securities account held with the Company, any overseas broker(s) and/or overseas clearing firm(s) and their successors and assigns for the purpose of trading or meeting the settlement, margin or other liabilities requirement (if applicable) in respect of the Client's overseas securities transactions;
- ii. To pay or transfer any sum of the Monies to client accounts of any other securities or futures broker located in Hong Kong or elsewhere, for the purpose of facilitating the placing of orders, meeting settlement obligations, or discharging financial obligations that I/we are or may be required to fulfill through such broker. For the avoidance of doubt, such accounts may include client accounts or omnibus client accounts maintained by brokers, executing brokers, prime brokers, custodians, sub-custodians, clearing houses, central securities depositories, settlement agents or other financial institutions; and such funds may be transferred to such accounts prior to the issuance of specific trading instructions by me/us in order to meet anticipated transactions, anticipated settlement, anticipated margin requirements or other financial obligations related to investment activities;
- iii. To transfer Monies held or received by me/us in Hong Kong to accounts outside Hong Kong, which accounts may be held by a broker, prime broker, custodian, sub-custodian, clearing house, central securities depository, bank or other financial institution, and the Monies may be held in such account for the purposes of trade execution, settlement, clearing, margin management, custody arrangements, corporate actions or other investment activities;
- iv. To transfer Monies interchangeably between the segregated account(s) opened and maintained by the Company in Hong Kong and the segregated account(s) opened and maintained by the Company with any overseas broker(s) and/or overseas clearing firm(s) outside Hong Kong; and/or
- v. To enter into foreign exchange contracts for the conversion of the Monies into any currency on or before the day when funds are required to be converted into other currencies, for the purpose of purchasing overseas securities or futures contracts, meeting settlement or margin requirements or other purposes relating to this authorization (if applicable). Such exchange contracts shall be entered into at market rates and in accordance with the Company's

normal practice, and the timing shall be at your sole discretion.

I/We acknowledge and agree that such funds may be held in segregated client accounts, omnibus client accounts, omnibus settlement accounts or other pooled client accounts whether located in Hong Kong or elsewhere, and may be commingled, pooled, managed, settled or otherwise processed together with funds belonging to other clients. I/We further acknowledge and agree that client money held in a jurisdiction outside Hong Kong shall be subject to local laws and regulatory requirements which may differ from the Securities and Futures Ordinance of Hong Kong and its subsidiary legislation; accordingly, such client money may not enjoy the same level of protection as client money held in Hong Kong.

I/We acknowledge and agree that this authority encompasses the transfer of funds, arrangements for the pre-funding arrangements, or cross-border fund transfers reasonably required by the Company—prior to the receipt of specific trading instructions from me/us—for purposes such as reasonably anticipated transactions, investment activities, settlement, clearing, margin arrangements, corporate actions or other related purposes.

I/We undertake to indemnify the Company for all costs, expenses, liabilities, losses, or damages incurred or suffered by the Company as a result of acting under this authority.

General Terms and Conditions for Standing Authority

Unless otherwise specified, terms used in this authority shall have the same meanings as defined in the Securities and Futures Ordinance, the Securities and Futures (Client Money) Rules and the Securities and Futures (Client Securities) Rules, as amended from time to time.

DaoKou Securities Limited (“DaoKou Securities”) may take the aforementioned actions without prior notice to me/us. I/We confirm that this authorization is without prejudice to the right of DaoKou Securities to dispose of, or to procure the disposal by its associated entities of my/our securities or securities collateral in order to release me/us from any liability owned by me/us or on my/our behalf to DaoKou Securities, its associated entities or any third party.

I/We further acknowledge and agree that DaoKou Securities may, in accordance with this authority and all applicable laws and regulations, take the actions contemplated herein, including making reasonably required arrangements regarding funds, securities, margin, custody or settlement prior to the receipt of specific trading instructions, in connection with existing, proposed, reasonably anticipated or potential future transactions, investment activities, settlement, clearing, margin arrangements, corporate actions or other related investment activities.

This authority granted herein to Daokou Securities is given in consideration of Daokou Securities agreeing to continue to maintain my/our securities account. I/We acknowledge that my/our securities may be subject to the rights of third parties, and that Daokou Securities must fully satisfy such rights before the securities can be returned to me/us.

Unless this standing authorization is revoked before its expiration, this standing authorization is valid during its term and covers the funds received or held by the Company relating to foreign transactions (including any interest arising from holding funds not belonging to the Company) that are kept in any account. Unless otherwise agreed between the Client and the Company, any interest accrued on such monies shall belong to the Company absolutely. This authorization shall be valid for twelve (12) months from the date of this letter. DaoKou Securities will send a written notice to me/us at least fourteen (14) days before the expiration of the authorization, and if I/we do not object to the renewal before the expiration of the authorization, this authorization will be deemed to be renewed for an additional twelve (12) months without my/our written consent.

I/We understand that I/We can provide DaoKou Securities with at least seven (7) trading days' written notice in advance to revoke this authorization. However, DaoKou Securities has the absolute discretion to treat the revocation notice as effective immediately upon receipt by DaoKou Securities.

I/We acknowledge and agree that client assets received or held by DaoKou Securities outside Hong Kong are subject to the applicable laws and regulations of the relevant overseas jurisdictions. These laws and regulations may differ from the Securities and Futures Ordinance (Cap. 571) and the rules made thereunder. Accordingly, such client assets may not enjoy the same level of protection as those afforded to client assets received or held in Hong Kong.

I/We further acknowledge and agree that client assets (including client monies, securities and securities collateral) may be held in segregated accounts, omnibus client accounts, omnibus client securities accounts, omnibus settlement accounts, omnibus margin accounts, custody accounts or other pooled accounts whether located in Hong Kong or elsewhere, and may be held, deposited, managed, settled or otherwise dealt with on a commingled basis with assets belonging to other clients.

I/We further understand that the timing, manner and amount of the recovery of client assets may be affected in the event of insolvency, liquidation proceedings or similar events involving the relevant broker, prime broker, custodian, sub-custodian, clearing house, central securities depository, bank or other financial institution.

DaoKou Securities has fully explained this permanent authorization to me/us, and I/we understand and accept the content of this letter.

A/C Holder' s
Signature: _____

Signing Date.: _____

Account No.: _____

A/C Holder' s
Name: _____