

Standing Authority 常設授權

To: **Minerva Holding Financial Securities Limited** (“The Company”)
贏控金融證券有限公司 (「貴公司」)

Account no. 帳戶號碼:

Attn: Settlement Department 結算部

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

除非另有定義，本授權函使用的術語應與不時修訂的《證券及期貨條例》、證券及期貨(客戶證券)和證券及期貨(客戶款項)規則中的定義相同。

Client Money Standing Authority 客戶款項常設授權

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

客戶款項的常設授權範圍包括貴公司在香港代表本人/吾等開立的一個或多個獨立帳戶中持有或收到的款項(包括因持有任何(不屬於貴公司的)款項所獲取的利息)(「款項」)。

I/We authorize the Company to:

本人/吾等授權貴公司：

(a) combine or consolidate any or all segregated accounts, of any nature whatsoever and either individually or jointly with others, maintained by the Company or any of the Company's Group Members (as defined in the Company's Standard Terms and Conditions as amended from time to time) and the Company may transfer any sum of Monies to and between such segregated account(s) to satisfy my/our Liabilities (as defined in the Company's Standard Terms and Conditions as amended from time to time) to the Company or any of the Company's Group Members and that account is a segregated account;

(a) 將貴公司或貴公司集團任何成員(定義見不時修訂的貴公司的標準條款及細則)單獨或與他人共同維持的任何性質的任何或所有獨立帳戶合併或綜合。貴公司可將款項的任何款額轉給其他獨立帳戶或在獨立帳戶之間相互轉帳，以結清本人/吾等對貴公司或貴公司集團任何成員負有的債責(定義見不時修訂的貴公司的標準條款及細則)，而該帳戶為一個獨立帳戶；

(b) set-off or transfer any sum of Monies interchangeably between any of the segregated accounts maintained at any time by the Company or any of the Company's Group Members towards satisfaction of any of the Liabilities to the Company or any of the Company's Group Members;

(b) 貴公司或貴公司集團的任何成員可將款項的任何款額任何時間維持的獨立帳戶之間轉入轉出以結清本人/吾等對貴公司或貴公司集團成員負有的債責；

(c) transfer any funds standing from time to time in any account maintained at any time by me/us with any of the Company's Group Member to the Account (as defined in the Company's Standard Terms and Conditions as amended from time to time) and/or to any other account maintained at any time by me/us with any of the Company's Group Member; and

(c) 將本人/吾等在任何時間在貴公司集團任何成員維持的帳戶不時的任何資金轉入「帳戶」(定義見不時修訂的貴公司的標準條款及細則)和/或本人/吾等在任何時間在貴公司集團任何成員維持的任何其他帳戶；和

(d) transfer our Monies held or received by you in Hong Kong to an account outside Hong Kong.

(d) 將貴公司在香港為本人/吾等持有或收到的款項轉入香港以外的帳戶。

Client Securities Standing Authority 客戶證券常設授權

The Client Securities Standing Authority is in respect of the treatment of the Client's securities or securities collateral as set out below.

客戶證券的常設授權事關按下述方式處理客戶的證券或證券抵押品：

I/We authorize the Company to:

本人/吾等授權貴公司：

(a) apply any of my/our securities or securities collateral pursuant to a securities borrowing and lending agreement;

(a) 根據證券借貸協議使用本人/吾等的證券或證券抵押品；

(b) deposit any of my/our securities collateral with an authorized financial institution as collateral for financial accommodation provided to the Company;

(b) 將本人/吾等的任何證券抵押品存放於一認可財務機構，作為提供予貴公司的財務通融的抵押品；

(c) deposit any of my/our securities collateral with HKSCC as collateral for the discharge and satisfaction of the Company's settlement obligations and liabilities. I/We understand that HKSCC will have a first fixed charge over the Client's securities to the extent of the Company's obligations and liabilities;

(c) 將本人/吾等的任何證券抵押品存放於香港中央結算有限公司，作為解除貴公司在交收上的義務和清償貴公司在交收上的法律責任的抵押品。本人/吾等明白，香港中央結算有限公司將在貴公司的義務和責任範圍內對客戶的證券享有第一固定抵押權；

(d) deposit any of my/our securities collateral with any other recognized clearing house, or another intermediary licensed or registered for dealing in securities, as collateral for the discharge and satisfaction of the Company's settlement obligations and liabilities; and

(d) 將本人/吾等的任何證券抵押品存放於任何其他認可結算所或另一獲發牌或獲註冊進行證券交易的中介人，作為解除貴公司在交收上的義務和清償貴公司在交收上的法律責任的抵押品；和

(e) apply or deposit any of my/our securities collateral in accordance with Clauses (a), (b), (c) and/or (d) above if the Company 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 the Company is licensed or registered.

(e) 若貴公司在進行證券交易的過程中向本人/吾等提供財務通融；和在貴公司獲發牌或獲註冊進行的任何其他受規管活動的過程中向本人/吾等提供財務通融，可按照以上(a)、(b)、(c)和/或(d)款運用或存放本人/吾等的任何證券抵押品。

I/We acknowledge and agree that the Company may do any of the things set out above without giving me/us notice.

本人/吾等確認並同意，貴公司可不通知本人/吾等而從事任何上述事項。

I/We also acknowledge that:

本人/吾等確認：

(a) the Client Money Standing Authority is given without prejudice to other authorities or rights which the Company or any of the Company's Group Members may have in relation to dealing in Monies in the segregated accounts; and

(a) 客戶款項常設授權是在不影響貴公司或貴公司集團的任何成員就處理獨立帳戶中的款項可能有的其他授權或權利情況下授予的；和

(b) the Client Securities Standing Authority shall not affect the Company's right to dispose or initiate a disposal by the Company's associated entity of my/our securities or securities collateral in settlement of any liability owed by or on behalf of me/us to the Company, the associated entity or a third person.

(b) 客戶證券常設授權不應影響貴公司行使權利處置或貴公司聯係實體行使權利處置本人/吾等的證券或證券抵押品，以清償本人/吾等或代表本人/吾等在交易上對貴公司、貴公司聯係實體或第三方負有的任何法律責任。

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

本人/吾等明白，本人/吾等的證券可能受某第三方留置權的制約，而貴公司須在清償該等留置權後方可將本人/吾等的證券退回。

Each of the Client Money Standing Authority and the Client Securities Standing Authority is valid for a period of 12 months from the date of this letter, subject to renewal by me/us or deemed renewal under the Client Money Rules or Client Securities Rules (as the case may be) referred to below.

客戶款項常設授權和客戶證券常設授權自本信函之日起有效期 12 個月，但可由本人/吾等續期或按照以下提到的客戶款項規則或客戶證券規則(視情況而定)規定視為續期。

Each of the Client Money Standing Authority and the Client Securities Standing Authority may be revoked by giving the Company written notice addressed to the Settlement Department at the Company's address specified in the Account Opening Form or such other address which the Company may notify me/us in writing for this purpose. Such notice shall take effect upon the expiry of 14 days from the date of the Company's actual receipt of such notice.

客戶款項常設授權和客戶證券常設授權可按帳戶開表格載明的貴公司地址或貴公司就此目的可能書面通知本人/吾等的其他地址，以標明結算部為收件人的書面通知方式撤銷。通知在貴公司實際收到通知之日後 14 日屆滿時生效。

I/We understand that each of the Client Money Standing Authority and the Client Securities Standing Authority shall be deemed to be renewed on a continuing basis without my/our written consent if the Company issues me/us a written reminder at least 14 days prior to the expiry date of the relevant authority, and I/we do(es) not object to such deemed renewal before such expiry date.

本人/吾等明白，倘若貴公司在客戶款項常設授權和客戶證券常設授權有效期屆滿前最少 14 日向本人/吾等發出有關授權將被視為續期的書面提示，而本人/吾等對於在有關授權的期限屆滿前以此方式將該授權延續不表示反對，則客戶款項常設授權和客戶證券常設授權將會在沒有本人/吾等書面同意下被視為已續期。

This letter has been explained to me/us and I/we understand and agree with the contents of this letter.

已經向本人/吾等解釋本函的內容，並且本人/吾等理解本函的內容。

(Individual/ Joint Account) (個人及聯名帳戶)

(Corporate Account) (公司帳戶)



(Signed by client)(Individual/ Joint Account Holder)

(客戶簽署)(個人/聯名帳戶持有人)

Name of Client 客戶姓名：

Date 日期：

(Authorized Signatory and Company Chop)

(授權代表簽署及公司蓋章)

Name of Client 客戶姓名：

Date 日期：