

**重要告示：**倘若閣下對本文件有任何疑問，請於簽署本文件前先諮詢獨立法律意見。

**IMPORTANT NOTICE:** If you have any doubt concerning this document, please first seek independent legal advice before signing it.

致：中國光大證券（香港）有限公司  
（下稱「光大證券香港」）  
香港銅鑼灣希慎道33號利園一期28樓

To: China Everbright Securities (HK) Limited  
(hereinafter referred to as “CESHK”)  
28/F, Lee Garden One, 33 Hysan Avenue, Causeway Bay, Hong Kong

敬啟者：  
Dear Sirs,

**香港法例第571I章《證券及期貨（客戶款項）規則》第8(1)條（下稱「規則」）所指的常設授權  
Standing Authority within the meaning of section 8(1) of the Securities and Futures (Client Money) Rules (Cap. 571I, Laws of Hong Kong) (“Rules”)**

本人 / 吾等，即下述簽署客戶，謹此同意以下條款及條件，作為貴公司同意按適用的條款及條件向本人 / 吾等提供或繼續提供服務之代價。如果下述簽署客戶共有兩位或以上人士，每位該等人士之責任將為共同及各別的責任。

In consideration of your agreement to provide or continue to provide to me/us services in accordance with the applicable terms and conditions, I/we, the undersigned Client, hereby agree to the following terms and conditions. If the undersigned Client consists of two or more persons, the liability(ies) of each such person shall be joint and several.

本授權信涵蓋現在或以後在香港的一個或多個獨立帳戶中代本人 / 吾等持有或收取的款項（包括得自持有不屬於貴公司的款項的任何利息）（下稱「款項」）。

This letter of authority covers money, now or hereafter, held or received on my/our behalf in Hong Kong (including any interest derived from the holding of the money which does not belong to you) in one or more segregated account(s) (“Monies”).

除非另有定義，本授權信中使用的所有詞語意義與不時修訂之《證券及期貨條例》（香港法例第571章）及規則所述的意義相同。在遵從適用的法律及規管要求的情況下，獨立帳戶包括在香港或以外地方設立及維持並指定為客戶帳戶或信托帳戶的任何帳戶及，如適用，以本人 / 吾等名義（在香港或以外地方）開立及維持的任何帳戶。

Unless otherwise defined, all the terms used in this letter of authority shall have the same meanings as in the Securities and Futures Ordinance (Cap. 571 of the Laws of Hong Kong) and the Rules as

amended from time to time. Subject to compliance with applicable laws and regulatory requirements, segregated account(s) include any account(s) designated as client account(s) or trust account(s) established and maintained in or outside Hong Kong and, if applicable, any account(s) opened and maintained (in or outside Hong Kong) in a name referable to me/us.

本人 / 吾等謹此授權光大證券香港以：

I/We hereby authorize CESHK that it may:

1. 合併或綜合任何或所有屬任何性質、各別或與其它人共同的、由光大證券香港或任何集團成員維持的獨立帳戶並且光大證券香港可：

Combine or consolidate any or all segregated accounts of any nature whatsoever and either individually or jointly with others, maintained by CESHK or any member of the Group and CESHK may:

- (i) 轉移任何數額的款項來往該（等）獨立帳戶以清償；或  
transfer any sum of Monies to and/or between such segregated account(s) to satisfy; or
- (ii) 抵銷或轉移任何數額的款項以清償；或  
set off or transfer any sum of Monies in or towards satisfaction of; or
- (iii) 轉帳任何數額之款項至任何香港或海外清算行或金融機構的客戶帳戶，以履行；或  
transfer any sum of Monies to the client account(s) of any clearing firm(s) or financial institution(s) in Hong Kong or overseas to satisfy; or
- (iv) 將本人 / 吾等的款項兌換至任何貨幣以清償，  
exchange my/our money into any other currency(ies) to satisfy,

本人 / 吾等對光大證券香港及 / 或任何集團成員之任何責任或負債，不論該等責任及負債乃實際或或有、主要或附屬、有擔保或無擔保、或聯合或各別的；

my/our obligations or liabilities to CESHK and/or any member of the Group, whether such obligations and liabilities are actual or contingent, primary or collateral, secured or unsecured, or joint or several;

2. 將任何數額的款項存入由光大證券香港或任何集團成員於任何時間所維持的一個或多個獨立帳戶內，或於獨立帳戶間互相轉移任何數額的款項；

deposit any sum of Monies into, or transfer any sum of Monies interchangeably between, the segregated account(s) maintained at any time by CESHK or any member of the Group;

3. 在光大證券香港根據證券借貸協議向本人 / 吾等作出證券借貸的情況下，將本人 / 吾等根據該證券借貸協議向光大證券香港提供之任何現金抵押品存入另一獲發牌或註冊以進行證券交易的中介人作為履行及清償就光大證券香港與該中介人之間任何背對背式證券借貸協議光大證券香港之交收責任及法律責任的抵押品；及

where CESHK lends securities to me/us pursuant to a securities borrowing and lending agreement, deposit any of my/our cash collateral provided to CESHK pursuant to such securities borrowing and lending agreement with another intermediary licensed or registered for dealing in securities as collateral for the discharge and satisfaction of CESHK settlement obligations and liabilities in connection with any back-to-back securities borrowing and lending agreement between CESHK and such intermediary; and

4. 在任何或所有由光大證券香港或任何集團成員於任何時間所維持的獨立帳戶內扣除所須數額的款項以清償根據以本人 / 吾等為一方並光大證券香港及 / 或任何集團成員為另一方的任何協議及 / 或文件中本人 / 吾等之責任。

debit any or all segregated accounts maintained at any time by CESHK or any member of the Group with such amount(s) of Monies as may be required for settling my/our liability (ies) under or pursuant to any agreement(s) and/or document(s) between me/us on the one part and CESHK and/or any member of the Group on the other part.

光大證券香港可隨時及不時行使其獨有酌情權及不再通知本人 / 吾等或再取得本人 / 吾等之確認及 / 或指示的情況下作出上述任何或多項或所有事情。

CESHK may, at any time and from time to time, do any or more or all of the things set out above in EBSI's sole discretion and without giving me/us further notice or obtaining my/our further confirmation and/or direction.

本授權在乃附加於及在不損害光大證券香港或任何集團成員就一個或多個獨立帳戶內的款項 ( 或任何其部份款項 ) 而有的現行或其後的任何其它授權或權利的情況下發出。

This authority is given in addition to and without prejudice to any other authority or right which CESHK or any member of the Group may, now or hereafter, have in relation to the Monies in the segregated account(s) (or any amount thereof).

本人 / 吾等謹此承諾彌償光大證券香港因按本授權信作出或承諾的任何行動、轉移及 / 或交易而導致光大證券香港可能招致、承擔及 / 或面臨的一切及任何損失、損害賠償、利息、費用、支出、訴訟、要求、索償及 / 或法律程序，不論屬任何性質的，並承諾確保光大證券香港免受損害。

I/We hereby agree to indemnify, and to keep indemnified, CESHK from and against all and any losses, damages, interests, costs, expenses, actions, demands, claims and/or proceedings of whatsoever nature which CESHK may incur, suffer and/or sustain as a consequence of any act, transfer and/or transaction done or undertaken pursuant to this authority.

本授權有效期為本授權簽署日起計及至本授權簽署日後的第一個10月的第31日(「週年到期日」)，之後每年由週年到期日起計加12個月(或光大證券香港於任何時間所規定的其它限期但於任何情況均不多於12個月)，受不時修訂之規則下本人 / 吾等之續期或當作續期所限。本人 / 吾等明白如果光大證券香港於本授權週年到期日期前至少14日向本人 / 吾等發出書面提醒，並且本人 / 吾等於該週年到期日前不以書面反對本授權之當作續期，即本授權將被當作以與本文載有的相同條款及條件於持續情況並毋須本人 / 吾等之書面同意下續期。倘若本人 / 吾等首次給予此授權時為該年度發出書面提醒與該年度的週年到期日之間，本人 / 吾等謹此明確地同意本人 / 吾等將不獲另發該年度的書面提醒而此授權將憑藉本人 / 吾等於此所給予明確的同意下於該週年到期日時續期。

This authority is valid for the period between the date of signature hereof, and the first 31<sup>st</sup> day of October (“**Anniversary Day**”) falling after the date of signature hereof, and thereafter for a period of 12 months from the Anniversary Day in each calendar year (or such other period as specified by CESHK at any time but in any case not more than 12 months), subject to my/our renewal or deemed renewal under the Rules as amended from time to time. I/We understand that this authority shall be deemed to be renewed upon the same terms and conditions contained herein and on a continuing basis without my/our written consent if CESHK issues me/us a written reminder at least 14 days prior to the Anniversary Day of this authority, and I/we do not object in writing to such deemed renewal before such Anniversary Day. In case that this authority is first given by me/us during a period between the issuance of the written reminder for a particular calendar year and the Anniversary Day in that calendar year, I/We hereby expressly agree that no additional written reminder shall be given to me/us for that calendar year and this authority shall be renewed by virtue of my express agreement given herein on that Anniversary Day.

本授權可被撤銷。撤銷方法為透過向光大證券香港發出書面通知註明由營運部收件並送往光大證券香港之上述地址或嗣後光大證券香港通知本人 / 吾等的其它地址。本人 / 吾等之撤銷通知於光大證券香港 實際收訖該通知當日起計屆滿兩星期方才生效並且不會影響光大證券香港或任何集團成員於該撤銷生效前根據或因本授權信而作出或承諾的任何行動、轉移或交易。

This authority may be revoked by giving CESHK written notice addressed to the Operations Department at CESHK’s address specified above or such other address as may be subsequently notified to me/us by CESHK. My/Our notice of revocation shall take effect upon the expiry of at least two weeks from the date of CESHK’s actual receipt of such notice and shall not affect any act, transfer or transaction done or undertaken by CESHK or any member of the Group pursuant to or by virtue of this authority prior to such revocation taking effect.

本授權信中，除非文意另有所指，以下詞語將有下列涵義：

In this authority, unless the context requires otherwise, the following terms and expressions shall have the following meanings:

「集團」指光大證券國際（香港）有限公司及光大證券國際（香港）有限公司的附屬公司及相聯公司（包括但不限於以上定義的「光大證券香港」），並且「集團成員」應作相應解釋。

“Group” means Everbright Securities International (HK) Limited, and Everbright Securities International (HK) Limited’s subsidiaries and associated companies (including, without limitation, CESHK above defined), and “member of the Group” shall be construed accordingly.

「附屬公司」的涵義與《公司條例》（香港法例第 622 章）（及其不時修訂本）中該詞的涵義相同。

“subsidiary” bears the same meaning given to it under the Companies Ordinance (Cap.622, Laws of Hong Kong) (as amended from time to time).

就本授權而言，如兩間公司的其中一間是另一間的附屬公司，或該兩間公司俱是第三間公司的附屬公司，則該兩間公司將視為相聯公司，而「相聯公司」一詞亦據此解釋。

For the purposes of this authority, two companies shall be taken to be associated companies if one is a subsidiary of the other, or both are subsidiaries of a third company, and “associated company” shall be construed accordingly.

本授權中，除非文意另有所指，單數形式的詞語應包含眾數形式，反之亦然。

In this authority, unless the context requires otherwise, terms in the singular shall include the plural and vice versa.

若本授權之中、英文本有任何不同或矛盾之處，當以英文本為準。

Should there be any inconsistency or conflict between the Chinese and English versions of this authority, the English version shall prevail.

本人 / 吾等經已閱讀、明白並接受本信之內容。

I/We have read, understood and accepted the contents of this letter.

個人適用 For individuals\*:

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客戶簽名 Client's signature(s)

客戶姓名 Client's name(s):

日期 Date:

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客戶簽名 Client's signature(s):

客戶姓名 Client's name(s):

日期 Date:

\* 聯名帳戶中所有帳戶持有人須要簽署。

\* For joint accounts, all account holders should sign.

公司適用 For companies\*\*:

為及代

For and on behalf of

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客戶名稱 Client's name

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獲授權簽署人士簽名及公司印章

Authorized signature(s) & company chop

日期 Date:

*\*\* 請按照向光大證券香港提交的支持董事會決議簽署。*

*\*\* Please sign in accordance with the supporting board resolution produced to CESHK.*