

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571H章《證券及期貨（客戶證券）規則》第4(1)條（下稱「規則」）所指的常設授權
Standing Authority within the meaning of section 4(1) of the Securities and Futures (Client Securities) Rules (Cap. 571H, 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須為共同及各別之責任。

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.

本授權信涵蓋現行或其後代本人 / 吾等收取或持有或本人 / 吾等擁有法律上或衡平法上權益的證券（下稱「證券」）及現行或其後本人 / 吾等或代本人 / 吾等存入或以其它形式提供的證券抵押品（下稱「證券抵押品」）。

This letter of authority covers securities which are now, or will be hereafter, received or held on my/our behalf or in which I/we have a legal or equitable interest (“Securities”) and securities collateral which are now, or will be hereafter, deposited or otherwise provided by me/us or on my/our behalf (“Securities Collateral”).

除非另有定義，本授權信中使用的所有詞語的涵義與不時修訂之《證券及期貨條例》（香港法例第 571 章）及規則中該等詞語的涵義相同。

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.

本人 / 吾等謹此授權光大證券香港以：

I/We hereby authorize CESHK that it may:

1. 根據一份證券借貸協議運用本人 / 吾等之任何證券；
apply any of my/our Securities pursuant to a securities borrowing and lending agreement;
2. 將本人 / 吾等之任何證券抵押品存入香港中央結算有限公司(下稱「香港結算」)或一認可財務機構，作為向光大證券香港提供財務通融及 / 或履行及清償光大證券香港之交收責任及法律責任的抵押品並且本人 / 吾等明白及同意香港結算或該認可財務機構對本人 / 吾等之證券抵押品將有第一固定押記但謹以光大證券香港之責任及法律責任為限；
deposit any of my/our Securities Collateral with Hong Kong Securities Clearing Company Limited (“HKSCC”) or an authorized financial institution, as collateral for financial accommodation provided to CESHK and/or for the discharge and satisfaction of CESHK’s settlement obligations and liabilities and I/we understand and agree that HKSCC or the authorized financial institution will have a first fixed charge over my/our Securities Collateral to the extent of CESHK’s obligations and liabilities;
3. 將本人 / 吾等之任何證券抵押品存入任何其它認可結算所，或另一獲發牌或註冊以進行證券交易的中介人，作為履行及清償光大證券香港之交收責任及法律責任的抵押品；
deposit any of my/our Securities Collateral with any other recognised clearing house, or another intermediary licensed or registered for dealing in securities, as collateral for the discharge and satisfaction of CESHK’s settlement obligations and liabilities;
4. 將本人 / 吾等之證券及 / 或證券抵押品存入在香港或其它地方的任何一個或多個保管人及 / 或結算所及 / 或中國光大證券(香港)有限公司的任何一個孖展證券交易帳戶或於它們間互相轉移，按光大證券香港同意之條款但受制於適用的監管規則；
deposit or transfer my/our Securities and/or Securities Collateral with or to or interchangeably between any custodian(s) and/or clearing house(s) and/or any margin securities trading accounts of China Everbright Securities (HK) Limited, whether in Hong Kong or elsewhere, upon such terms as may be agreed by CESHK but subject to applicable Regulatory Rules;
5. 按光大證券香港同意之條款但受制於適用的監管規則，以光大證券香港或光大證券香港指定或同意的任何代名人(不論在香港或其它地方)之名註冊或重新註冊本人 / 吾等之證券或證券抵押品或註銷任何該等註冊；及
upon such terms as may be agreed by CESHK but subject to applicable Regulatory Rules, register or re-register any of my/our Securities or Securities Collateral in the name of CESHK or any nominee appointed or agreed by CESHK (whether in Hong Kong or elsewhere) or cancel any such registration; and
6. 按照以上第 1 至 5 項運用、存入或以其它形式處理本人 / 吾等之任何證券抵押品，如果光大證券香港在證券交易過程中為本人 / 吾等提供財務通融及在光大證券香港獲發牌或註冊以進行的任何其他

受規管活動過程中亦為本人 / 吾等提供財務通融；

apply, deposit or otherwise deal with any of my/our Securities Collateral in accordance with the above items 1 to 5 if CESHK 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 CESHK is licensed or registered.

光大證券香港可隨時及不時行使其獨有酌情權及不必再通知本人 / 吾等或再取得本人 / 吾等確認及 / 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 CESHK's sole discretion and without giving me/us prior notice or obtaining my/our prior confirmation and/or direction.

本授權不會影響光大證券香港處置或促使處置本人 / 吾等之證券或證券抵押品之權利以清償本人 / 吾等或代本人 / 吾等對光大證券香港或任何集團成員或某一第三方之任何責任。再者，本授權乃在附加於及在不損害光大證券香港或任何集團成員就本人 / 吾等之證券及 / 或證券抵押品而有的現行或其後的任何其他授權或權利的情況下發出。

This authority shall not affect CESHK's right to dispose or initiate a disposal of my/our Securities or Securities Collateral in settlement of any liability owed by or on my/our behalf to CESHK or any member of the Group or a third person. Further, 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 my/our Securities and/or Securities Collateral.

本人 / 吾等謹此承諾彌償光大證券香港因按本授權作出或承諾的任何行動及 / 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 and/or transaction done or undertaken pursuant to this authority.

本人 / 吾等明白及同意第三者可能對本人 / 吾等之證券及 / 或證券抵押品擁有權益，乃光大證券香港必須了結方可讓本人 / 吾等之證券及 / 或證券抵押品歸還本人 / 吾等。

I/We understand and agree that a third party may have rights to my/our Securities and/or Securities Collateral, which CESHK must satisfy before my/our Securities and/or Securities Collateral can be returned to me/us.

本授權有效期為本授權簽署日起計及至本授權簽署日後第一個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 31st 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作出或承諾的任何行動或交易。

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 two weeks from the date of CESHK’s actual receipt of such notice and shall not affect any act 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:

「交易所」指香港聯合交易所有限公司及在世界各地進行證券買賣的任何其它交易所、市場或交易商協會；“Exchange” means The Stock Exchange of Hong Kong Limited and any other exchange, market or association of dealers in any part of the world on which securities are bought and sold;

「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.

「監管機構」指證監會、有關交易所、有關結算公司及在香港或其它地方的任何其它監管機構；
“Regulators” means the SFC, the relevant Exchange, the relevant clearing house and any other regulator whether in Hong Kong or elsewhere;

「監管規則」指監管機構之規則或由監管機構不時發佈的其它法例、規則、守則、指引、通知及規管指示；
及
“Regulatory Rules” means the rules of the Regulators or other laws, rules, codes, guidelines, circulars and regulatory directions issued by the Regulators from time to time; and

「證監會」指香港證券及期貨事務監察委員會。
“SFC” means the Securities and Futures Commission of Hong Kong.

「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*:

客戶簽名 Client's signature(s)

客戶姓名 Client's name(s):

日期 Date:

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

客戶名稱 Client's name

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.