



柏 富 證 券
CPLUS SECURITIES

CLIENT MONEY AND SECURITIES STANDING AUTHORITY

客戶款項與證券常設授權書

To: CPLUS Limited (the "Company")

Flat 1002, 10/F, Golden Centre, 188 Des Voeux Road, Sheung Wan, Hong Kong

致：柏富證券有限公司（“貴公司”）

香港上環德輔道中 188 號金龍中心 10 樓 1002 室

CLIENT MONEY 客戶款項

Standing Authority under Securities and Futures (Client Money) Rules

根據《證券及期貨（客戶款項）規則》作出的常設授權

This standing authority covers monies received or held by the Company in one or more segregated account(s) on my/our behalf ("Money"). Unless otherwise defined, all the terms used in this Standing Authority shall have the same meanings as defined in the Securities and Futures Ordinance and the Securities and Futures (Client Money) Rules as amended from time to time. Segregated account(s) include any account(s) designated as client account(s) established and maintained in Hong Kong in accordance with the Securities and Futures (Client Money) Rules or account(s) designated as client account(s) established and maintained outside Hong Kong.

本授權書是關於 貴公司代表本人/吾等在一個或多個獨立賬戶內收取或持有的款項（下稱「款項」）。除另有說明外，在本授權書內的所有用語應具有經不時修訂的《證券及期貨條例》及《證券及期貨（客戶款項）規則》所定義的相同意思。獨立賬戶包括根據《證券及期貨（客戶款項）規則》在香港境內開立及維持並指定為客戶賬戶的任何賬戶，或在香港境外¹開立及維持並指定為客戶賬戶的任何賬戶。

This standing authority authorises the Company to: 本授權書授權 貴公司：

1. combine and consolidate any or all segregated accounts of my/our name maintained by the Company from time to time, and transfer any sum of Money to and between such segregated account(s) to satisfy my/our obligations or liabilities to the Company in respect of the carrying on by the Company of any regulated activity on my/our behalf, or for the receipt or holding of money

¹ Client assets received or held by a licensed or registered person outside Hong Kong are subject to the applicable laws and regulations of the relevant overseas jurisdiction. These laws and regulations may differ from the Securities and Futures Ordinance (Cap. 571) and the rules made thereunder. Therefore, the client assets concerned may not enjoy the same protection



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as is afforded to client assets received or held in Hong Kong. 持牌人或注册人在香港以外地方收取或持有的客户资产，受到有关海外司法管辖区的适用法律及规例所监管。这些法律及规例与《证券及期货条例》(第 571 章)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。

for or on my/our behalf, whether such obligations or liabilities are actual or contingent, primary or collateral, secured or unsecured, or joint or several; and 可組合及合併在貴公司不時維持的、以本人/吾等名義開立的任何或全部獨立賬戶，以及將任何數額的款項轉移至該等獨立賬戶或在該等賬戶之間作出轉移，以履行本人/吾等在以我/我們名義進行任何受規管活動或接收或持有金錢的義務或責任，不論該等義務或法律責任是確實還是或然的、原有或附帶的、有抵押或無抵押的、共同或分別的；及

2. transfer any sum of Money interchangeably between any of the segregated accounts maintained at any time by the Company.

於任何時候調動在 貴公司維持的任何獨立賬戶之間任何數額的款項。

This authority is given without prejudice to other authorities or rights which the Company may have in relation to dealing in Money in the segregated accounts.

本授權並不損害 貴公司可享有有關處理該等獨立賬戶內款項的其他授權或權利。

CLIENT SECURITIES 客戶證券

Standing Authority under Securities and Futures (Client Securities) Rules

根據《證券及期貨(客戶證券)規則》所設立的常設授權

This standing authority is in respect of the treatment of my/our securities or securities collateral as set out below. Unless otherwise defined, the terms used in this Standing Authority shall have the same meanings as in the Securities and Futures Ordinance and the Securities and Futures (Client Securities) Rules as amended from time to time.

本授權書是有關處置本人/吾等之證券或證券抵押品，詳列如下：

除非另有說明，本授權書之名詞與證券及期貨(客戶證券)規則不時修訂之定義具有相同意思。

This standing authority authorises the Company to: 本授權書授權 貴公司：

1. apply any of my/our securities or securities collateral pursuant to a securities borrowing and lending agreement; 依據證券借貸協議運用任何本人/吾等的證券或證券抵押品；
2. deposit any of my/our securities collateral with an authorized financial institution

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as collateral for financial accommodation provided to the Company; 將任何本人/吾等的證券抵押品存放於認可財務機構，作為該機構向 貴公司提供財務通融之抵押品

3. deposit any of my/our securities collateral with Hong Kong Securities Clearing Company Limited ("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 my/our securities to the extent of the Company's obligations and liabilities; 將任何本人/吾等的證券抵押品存於香港中央結算有限公司(「中央結算」)，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/吾等明白中央結算因應 貴公司的責任和義務而對本人/吾等的證券設定第一固定押記。
4. 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 將任何本人/吾等的證券抵押品存於任何其他認可結算所或其他獲發牌或獲註冊進行證券交易的仲介人，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交收責任的抵押品；及
5. apply or deposit any of my/our securities collateral in accordance with paragraphs (1), (2), (3) and/or (4) above if the Company provides financial accommodation to me/us in the course of dealing in securities and also provide financial accommodation to me/us in the course of any other regulated activity for which it is licensed or registered. 如 貴公司在進行證券交易及 貴公司獲發牌或獲註冊進行任何其他受規管活動的過程中向本人/吾等提供財務通融，即可按照上述第(1)、第(2)、第(3)及/或第(4)段所述運用或存放任何本人/吾等的證券抵押品。

I/We acknowledge that this authority shall not affect the Company's right to dispose or initiate a disposal by its 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.

本人/吾等確認，此授權不會影響貴公司處置或啟動其關聯實體出售本人/吾等證券或證券抵押品以清償本人/吾等或代表本人/吾等對貴公司、有聯繫實體或協力廠商所附設的任何責任的權利。

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 me/us.

本人/吾等明白本人/吾等的證券可能受制於第三者之權利， 貴公司須全數抵償



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該等權利後，方可將本人/吾等的證券退回本人/吾等。

Liens and Rights of Set-off 留置權及抵銷權²

In addition to any other right or remedy available to The Company under applicable law, The Company shall have, and the Client hereby grants, a continuing general lien on all Securities and cash held by The Company for the Client in respect of all sums properly due and payable by the Client (whether actual, contingent, present or future) under this Agreement or other obligations of any kind owed to The Company (whether in its capacity as custodian, broker or otherwise) or to any of its Affiliates by the Client.

除了適用法律可提供予公司的任何其他權利或補救外，就客戶根據本協定欠付及應付的所有適用金額（無論是實際、或然、當期或日後款項）或客戶應對公司（無論是以託管人或經紀身份還是其他身份）或其任何聯屬公司履行的任何其他類型的責任而言，公司應就其代客戶持有的所有證券及現金享有（且客戶謹此授予公司享有）持續一般留置權。

² Where a Depository is involved in relation to the Securities, the Depository may have a security interest or lien over, or a right of set-off in relation to, the relevant Securities. 倘若結算公司就證券而牽涉其中，則結算公司可能擁有相關證券的擔保權益或留置權，或有關相關證券的抵銷權。

Subject to the above, and without prejudice to any other right or remedy available to The Company, The Company is entitled to enforce the lien by the sale and disposal of all or any part of the Securities in such manner and at such price as The Company may deem expedient without The Company being responsible for any Losses that the Client may suffer as a result and to apply the net proceeds thereof in or towards payment or discharge of any of the obligations relevant.

受上文所規限及在不影響公司享有的任何其他權利或補救的情況下，公司有權強制執行留置權。公司可按照其認為權宜的方式及價格出售及處置所有或任何部分證券，並將有關所得款項淨額用作支付有關款項或解除相關的任何責任，而毋須就客戶可能因此遭受的任何損失負責。

Except in the case of an Insolvency Event in relation to the Client, The Company may only enforce the lien if The Company has given notice to the Client containing:

除非發生與客戶有關的無力償債事件，否則公司須向客戶發出載有以下內容的通知後，方可強制執行留置權：

- (i) details of the amount due and how it became due; 應付款項詳情及應付理由；
- (ii) a request for discharge of the sum due; and 要求支付的欠付總額；及



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- (iii) description of the part or parts of the Securities which will be sold if the Client does not discharge the amount in full on reasonable notice. 描述在發出合理通知後客戶仍未全數支付款項的情況下，將予出售的證券部分。

If there is an Insolvency Event in relation to the Client, The Company may enforce the lien without notice.

若發生與客戶有關的無力償債事件，則公司可強制執行留置權而無須發出通知。

Without prejudice to this Clause, if the Client defaults in paying an amount by the relevant due date, The Company shall be entitled on such date to pay to the credit of, or as the case may be, debit to any account or accounts of the Client with The Company the amount in question in the appropriate currency, or at The Company's option, the equivalent thereof (at current market rates as determined by The Company at its sole discretion) in any other currency or currencies in which any balance on such account or accounts may then be denominated. In addition, The Company shall have the right at any time without notice to combine and/or consolidate all or any Client's accounts maintained with The Company in such manner as The Company may determine and may, without prior notice to the Client, set off any payment obligation owed to it by the Client against any payable obligation (whether actual, contingent, present or future) owed by it to the Client regardless of the place of payment or currency of either obligation (and for such purpose may make any currency conversion necessary at current market rates as determined by The Company at its sole discretion). If any obligation is unliquidated or unascertained, The Company may set off an amount estimated by it in good faith to be the amount of that obligation.

在不影響本條款的情況下，若客戶直至相關到期日仍拖欠支付款項，則公司有權於該日在客戶於公司開立的任何一個或多個帳戶內貸記或（視情況而定）借記以適用貨幣計值的所涉金額或（按公司的選擇）以任何其他一種或多種貨幣（有關帳戶結餘當時可能以該貨幣計值）計值的等值金額（按公司全權酌情厘定的當前市場匯率計算）。此外，公司應有權在無須作出通知的情況下，隨時按公司可能厘定的方式合併及／或綜合客戶在公司維持的全部或任何帳戶，並可在不事先通知客戶的情況下及無論有關責任的支付地點或貨幣種類為何（就此而言，任何必需的貨幣兌換將按公司全權酌情厘定的貨幣市場匯率計算），將客戶對其的任何付款責任與其對客戶的任何付款責任（無論是實際、或然、當期或日後責任）相抵銷。若該責任尚未結算或確定，則公司可抵銷其就有關責任真誠估算的金額。



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Others 其他

The Company arrange from time to time financial accommodation in whatever form (including but not limited to making funds which are due but have not been received by The Company from any third party in settlement) for the Client on such terms and conditions as The Company shall consider appropriate;

不時按公司認為適當的條款及條件為客戶進行資金融通安排（包括但不限於公司尚未從協力廠商收到但應付的用於清算的資金）

The Client acknowledges that the Client shall be responsible to The Company for any loss, costs, fees and expenses incurred by The Company in connection with the Client's failure to meet the Client's obligation by such time and date.

客戶承認，對於公司因客戶未在相應時間和日期或之前履行客戶義務而發生的任何損失、成本、費用及開支，客戶應對公司負責。

Before the Company executes the Client's Instructions, the Client is required to have available funds or Securities in the Client's Account at least equal to the amount to cover such purchase or sale (including all commissions, Transaction costs and charges). Unless otherwise agreed, in respect of each Transaction, or the Company is already holding cash or Securities on the Client's behalf to settle the Transaction, the Client will, in a timely manner: (a) pay the Company cleared funds or deliver to the Company Securities in deliverable form; or (b) otherwise ensure that the Company has received such funds or Securities.

在本公司執行客戶的交易指令前，要求客戶在其帳戶中至少有等同於其買賣證券所需的資金或證券（包括所有的佣金，交易成本等其他費用）。除非另有協定，或本公司已經代表客戶持有用於交易清算所需的資金或證券，客戶將及時地 (a)向本公司支付已經銀行清算的資金或以可正式交割的方式向本公司交付證券；或 (b)以其他方式保證本公司收到此類資金或證券。

In the event that the Client does not have such sufficient funds or Securities available in the Client's Account, the Client authorizes the Company that the Company may at its sole discretion and without prior notification to the Client:

一旦在客戶帳戶中沒有充足的資金或證券，本公司可以完全自主決定並無須事先通知客戶將：

(a) execute, cancel or liquidate the Client's Transactions; 客戶的交易執行、取消或變現；

(b) set-off any amount receivable from and amount payable to the Client where



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such amounts arise from the purchase and sale of Securities; 將因客戶買賣證券而產生應從客戶收取的款項與應向客戶支付的款項互相抵銷；

- (c) dispose any of the Client's Securities in the Account to settle any liability owed by the Client to the Company arising from the purchase of Securities; or 賣出客戶帳戶中的任何證券，以償還客戶因買入證券而產生對本公司的負債；及
- (d) borrow on the Client's behalf and/or purchase Securities with the funds available in the Client's Account arising from the sale of Securities. 從客戶帳戶中的可動用資金，以客戶的名義借入和/或買入客戶已賣出而未交收的證券。

The Client hereby acknowledges that the Client shall indemnify the Company against any loss, costs, fees and expenses that the Company may incur in connection with the Client's failure to meet any of the Client's settlement failures.

無論執行上述何種授權，本公司均無須承擔任何責任，客戶特此確認客戶將免除本公司承擔任何因客戶無法進行交易 結算而產生的任何損失、成本、收費和費用。

The Client agrees to pay for the reasonable costs and expenses of collection of the debit balance and any unpaid deficiency in the Client's Account, including, but not limited to, attorney's fees, court costs and any other costs incurred or paid by the Company.

客戶同意支付或償還本公司因實施、追收或清償客戶對本公司的欠款、債務或其他責任而產生的所有合理的費用，包括但不限於律師費、法庭開支等其它相關費用。

The Company may do any of these things above without giving me/us notice.

貴公司可毋須通知本人/吾等而進行上述各項。

This authority is given to the Company in consideration of its agreeing to continue to maintain the securities margin account(s) for me/us.

此賦予 貴公司之授權乃鑑於 貴公司同意繼續維持本人/吾等之證券保證金帳戶。

I/We acknowledge and agree that the authority shall be valid for 12 months and will expire at the end of 12 months from the date of this Standing Authority. I/We understand that the authority shall be deemed to be renewed for subsequent periods of 12 months on a continuing basis without my/our written consent if the



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Company give me/us a written notice at least 14 days prior to the expiry date and I/we do not object to such deemed renewal before the expiry date. I/We understand that I/we may revoke this authority by giving the Company at least five (5) trading days' prior written notice. However, the Company may, in its absolute discretion, treat the revocation notice as having immediate effect upon its receipt.

本人/吾等確認並同意，此授權有效期為 12 個月，將於本授權書簽訂之日後 12 個月結束時屆滿。本人/吾等明白，若貴公司在屆滿日之前至少 14 日給予本人/吾等續期通知書而本人/吾等在屆滿日之前沒有表示反對續期，則此授權將視為毋須本人/吾等書面同意而接續地續期，每次續期期間為 12 個月。本人/吾等明白，本人/吾等可給予貴公司至少五個交易日的預先書面通知，撤銷此授權。但是，貴公司有絕對酌情決定權將撤銷授權通知書視為於貴公司收悉時隨即生效。

In the event of any difference in interpretation or meaning between the Chinese and English versions of this authority, I/We agree that the English version shall prevail.

倘若本授權書的中文本與英文本在解釋或意義方面有任何歧義，本人/吾等同意應以英文本為準。

This authority and the replying practice of the Company have been explained to me/us and I/we understand and agree with the contents of this authority.

本人/吾等就本授權書的內容已獲得解釋及知會，並且本人/吾等明白及同意本授權書的內容，並同意受本授權書的內容約束

Client signature : _____
Account Name : _____
BR/ CI No. : _____
Date : _____

For official use only				
AE/Dealing	R.O.	Settlement checker	Settlement maker	Remark