

# 常設授權書

## Standing Authority

### 常設授權書（客戶款項）（適用於所有賬戶）

#### Standing Authority (Client Money) (For All Types of Accounts)

本常設授權（本「授權」）涵蓋中糧期貨(國際)在香港持有或收到的款項，包括從持有該等並非屬於中糧期貨(國際)但由中糧期貨(國際)代表客戶（「本人/吾等」）在一個或多個獨立賬戶持有的款項（「款項」）所取得的任何利息。

This “Standing Authority (Client Money)” (this “Authority”) covers money held or received by COFCO Futures (International) Co., Ltd (“COFCO”) in Hong Kong (including the any interest derived from the holding of the money which does not belong to COFCO in one or more segregated account(s) on the client’s (“my/our”) behalf (“Monies”).

本人/吾等，藉提供中糧期貨(國際)此授權，授權中糧期貨(國際)全權酌情決定按以下形式處理款項的任何金額，而無須給予本人/吾等任何事先通知或取本人/吾等的事先指示/確認：

I/We, by providing COFCO with this Authority, authorizes COFCO to handle any sum of the Monies in the following manner in its sole discretion without having to provide me/us with any prior notice or to obtain my/our prior instruction/confirmation:

將任何數額之客戶款項支付／轉賬予任何本地及／或海外的經紀商及／或結算公司及其繼承人及受讓人，以作為本人/吾等買賣本地及／或海外證券及／或期貨等金融產品交易之用，或履行交收或保證金的要求（如適用）；及／或  
to pay/transfer any sum of the Monies to any agent broker(s) and/or clearing firm(s) in Hong Kong or overseas and their successors and assigns for the purpose of trading or meeting the settlement or margin requirement (if applicable) of my/our local and my/our overseas securities and/or futures or other financial products transactions; and/or

從中糧期貨(國際)於任何時間維持的任何獨立賬戶之間來回調動任何數額之客戶款項，以作為本人/吾等買賣本地及／或海外證券及／或期貨等金融產品交易之用，或履行交收或保證金的要求（如適用）；及／或  
to transfer any sum of the Monies interchangeably between any of the segregated accounts maintained at anytime by COFCO, for the purpose of trading or meeting the settlement or margin requirement (if applicable) of my/our local and/or overseas securities and/or futures or other financial products transactions; and/or

將款項按中糧期貨(國際)絕對酌情權釐定為當時通行的貨幣市場匯率的匯率轉換至任何貨幣  
convert any sum of Monies into any currency at such rate of exchange as COFCO shall in its sole discretion determine as being the then prevailing money market rate.

抵消或將資金轉入客戶的任何一個或多個帳戶，以償付客戶對中糧期貨(國際)及/或其聯屬人有關的欠款債務、義務或責任，不論這些欠款、債務、義務或責任為現存的還是將來的、主要的還是次要的、各別的還是共同的、有抵押的還是無抵押的或/是否有任何其他人對該等資金享有權益。  
to set off or transfer funds into any one or more accounts of the Client, to meet the relevant outstanding amounts, debts, obligation or responsibility owed by the Client to COFCO and/or its Affiliate(s), whether such outstanding amounts, debts, obligations or responsibility is current or future, primary or secondary, several or joint, secured or unsecured and/or subject to the rights of other persons

將客戶交易帳戶中存放的款項轉帳至其不時訂明或指定的並以其名義開立的銀行帳戶中。  
to transfer any sum of monies held in the Client’s trading account(s) to the bank account(s) in the Client’s name which is/are specified or designated by the Client from time to time.

本授權乃提供予中糧期貨(國際)作為中糧期貨(國際)同意開立及繼續維持本人/吾等的證券現金/證券保證金賬戶及期貨賬戶的代價。  
This Authority is provided to COFCO in consideration of its agreeing to open and continue to maintain Securities Cash/Margin Securities Account for me/us and also Futures Account(s) with COFCO for 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，中糧期貨(國際)可於全數抵償該等權利後，方可將本人/吾等的證券退回給本人/吾等。  
I/We understand this Standing Authority is given without prejudice to other authorities or rights which COFCO may have in relation to dealing in Monies in the segregated accounts.

本人/吾等謹此同意就中糧期貨(國際)及其代理經紀（或彼等任何一人）因為了本授權進行任何交易而可能招致、蒙受及/或遭受的任何性質的一切損失、損害、利益、費用、支出、法律行動、索求、申索或法律程序，向中糧期貨(國際)及其代理經紀作出彌償及維持獲得彌償。  
I/We hereby agree to indemnify and to keep indemnified, COFCO and its agent broker(s) from and against all losses, damages, interests, costs, expenses, actions, demands, claims or proceedings of whatsoever nature which they (or any of them) may incur, suffer and/or sustain as a consequence of any transaction undertaken in pursuance of this Authority.

本授權在並不損害中糧期貨(國際)就處理本人/吾等的獨立賬戶中的款項而擁有的其他授權或權利的情況下提供。This Authority is provided without prejudice to other authorities or rights which COFCO may have in relation to dealing in the Monies in my/our segregated accounts.

本人/吾等確認，中糧期貨(國際)在香港以外地方收取或持有的本人/吾等的資產，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，有關資產有可能不會享有賦予本人/等在香港收取或持有的資產的相同保障。I/We acknowledge and confirm that my/our assets (including the Monies) received or held by COFCO overseas are subject to applicable laws and regulations of the relevant overseas jurisdiction which may be different from the Securities and Futures Ordinance (Cap.571) and the rules made thereunder. Consequently, such assets may not enjoy the same

protection as that conferred on my/our assets received or held in Hong Kong.

(本段只適用於證券保證金賬戶) 當客戶在中糧期貨(國際)的個人及/或聯名賬戶沒有現金結餘時,若透過客戶的個人及/或聯名賬戶進行股票孖展貸款,提取資金以滿足其他戶口的按金或交收要求,客戶將面對額外的風險與成本,包括市場風險、保證金交易風險等和需要承擔額外的利息成本。

(This paragraph is only applicable to Margin Securities Account) When a customer does not have any cash balance in his/her personal and/or joint account at COFCO, and he/she, through his/her personal account and/or joint account, trades on margin and withdraw funds to meet the deposit and/or settlement requirements of other accounts, he/she may face additional risks and costs, including market risk, margin trading risk and any additional interest costs.

本授權以本文件日期或當本賬戶成功於中糧期貨(國際)開啟之日期(以較遲者為準)起計十二(12)個月內有效,除非中糧期貨(國際)另行予以終止或本人/吾等藉給予 30 日事先書面通知而撤銷則作別論;如由本人/吾等藉給予 30 日事先書面通知而撤銷,有關撤銷將於中糧期貨(國際)實際收到有關通知的日期後十(10)個營業日生效,除非中糧期貨(國際)另行決定則作別論。本授權將被視作連續再續期不多於十二(12)個月,惟必須在本授權的屆滿日期前最少十四(14)日向本人/吾等發出續期書面通知,而本人/吾等於屆滿日期前並無反對有關續期。

This Authority is valid for a period of up to twelve (12) months from the date hereof or such other date when this account being successfully opened at COFCO (whichever the later) unless otherwise terminated by COFCO or revoked by me/us by giving a 30-day prior written notice; in the event of the latter, revocation shall take effect ten (10) business days after the date of actual receipt of the notice by COFCO unless otherwise determined by COFCO. This Authority shall be deemed to be renewed on a continuing basis for a further period of not more than twelve (12) months provided that a written notification of renewal is issued to me/us at least fourteen (14) days before the expiry date of this Authority, I/we you do not object to such renewal before the expiry date.

本人/吾等明白,倘若中文版本與英文版本在解釋或意義方面有任何歧義,應以英文版本為準。

I/We understand that, in the event of any discrepancy between the English and Chinese version, the English version shall prevail.

本人/吾等確認,本人/吾等已獲解釋明白本授權,而本人/吾等完全明白本授權的內容,並已尋求或已有機會尋求有關本授權的內容及後果的獨立意見。

I/We confirm that this Authority has been explained to me/us and I/we fully understand the contents of this Authority and have sought, or have had the opportunity to seek independent advice concerning its contents and effects.

### 常設授權(客戶證券)(只適用於證券保證金賬戶)

#### Standing Authority (Client Securities) (For Margin Securities Account Only)

本常設授權(本「授權」)涵蓋所有由中糧期貨(國際)代表本人/吾等購買或持有之證券。

This Standing Authority (this "Authority") covers all securities purchased or held by COFCO on my/our behalf

本授權授權中糧期貨(國際):

This Authority authorizes COFCO:

(1) 依據證券借貸協議運用本人/吾等任何證券或證券抵押品;

apply any of my/our securities or securities collateral in accordance with a securities borrowing and lending agreement;

(2) 將本人/吾等任何證券抵押品存放於認可財務機構,作為向本人/吾等提供財務通融的抵押品;及/或

deposit any of my/our securities collateral with an authorized financial institution as collateral for financial accommodation provided to me/us; and/or

(3) 將本人/吾等任何證券抵押品存放於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,作為解除及履行中糧期貨(國際)在交收上的義務和法律責任的抵押品。

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 COFCO's settlement obligations and liabilities.

若中糧期貨(國際)在證券交易過程中以及任何其它已經獲發牌或已獲註冊的受規管活動過程中,向本人/吾等提供財務通融,可根據上述第(1)、(2)和/或(3)段所述調動或存放本人/吾等的任何證券抵押品。

If COFCO provides financial accommodation to me/us during the course of the securities transaction and any other approved or registered regulated activities, COFCO may conduct actions stated in (1), (2), and/or (3) above to transfer or store any of my/our securities collateral as described in the paragraph.

本人/吾等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,將因應中糧期貨(國際)在交收上的責任及法律責任而對本人/吾等的證券抵押品設定第一固定抵押。

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/our securities collateral to the extent of COFCO's settlement obligations and liabilities.

本授權並不涵蓋本人/吾等就本人/吾等任何證券的借取、貸出或存放而必須支付或收取的任何代價。任何代價均須由中糧期貨(國際)與本人/吾等另行簽署協議訂明。

This Authority does not cover any consideration I/we must pay or be paid for my/our borrowing, lending, or depositing any of my/our securities. Any consideration must be set in a separate agreement between COFCO and me/us.

中糧期貨(國際)須向本人/吾等負責退還根據本授權而借入、貸出或存放之任何證券。

COFCO is accountable to me/us for the return of any securities borrowed, lent, or deposited under this Authority.

本人/吾等明白,第三方可能對本人/吾等的證券擁有權利,中糧期貨(國際)必須在本人/吾等的證券可退回本人/吾等之前達成該等權利。

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

to me/us.

本授權以本文件日期或當本賬戶成功於中糧期貨(國際)開啟之日期(以較遲者為準)起計十二(12)個月內有效,除非中糧期貨(國際)另行予以終止或本人/吾等藉給予 30 日事先書面通知而撤銷則作別論;如由本人/吾等藉給予 30 日事先書面通知而撤銷,有關撤銷將於中糧期貨(國際)實際收到有關通知的日期後十(10)個營業日生效,除非中糧期貨(國際)另行決定則作別論。本授權將被視作連續再續期不多於十二(12)個月,惟必須在本授權的屆滿日期前最少十四(14)日向本人/吾等發出續期書面通知,而本人/吾等於屆滿日期前並無反對有關續期。

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本人/吾等明白,倘若中文版本與英文版本在解釋或意義方面有任何歧義,應以英文版本為準。

I/We understand that, in the event of any discrepancy between the English and Chinese version, the English version shall prevail.

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I/We confirm that this Authority has been explained to me/us and I/we fully understand the contents of this Authority and have sought, or have had the opportunity to seek independent advice concerning its contents and effects.