

## **STANDING AUTHORITY FOR CLIENT MONEY**

To: Kim Eng Securities (Hong Kong) Limited (“KESHK”) and/or Kim Eng Futures (Hong Kong) Limited (“KEFHK”) (as the case may be)

### **Standing Authority under Securities and Futures (Client Money) Rules**

This Authority covers money held or received by KESHK and/or KEFHK (including any interest derived from the holding of the money which does not belong to KESHK and/or KEFHK) in any account maintained by us with KESHK and/or KEFHK, the net equity balance of which exceeds the minimum margin requirements affecting us or that account, as may from time to time be prescribed by law or any relevant regulatory authority (the “Monies”).

Unless the context otherwise requires, all the expressions used in this Authority shall have the same meanings as in the Securities and Futures Ordinance (Cap. 571 of the Laws of Hong Kong) and the Securities and Futures (Client Money) Rules (Cap. 571I of the Laws of Hong Kong) as amended from time to time.

This Authority authorizes KESHK and/or KEFHK to, in your sole discretion and without having to provide me/us with any prior notice or to obtain any prior confirmation and/or direction from me/us, to:

1. Combine or consolidate any or all segregated accounts of any name whatsoever and either individually or jointly with others, maintained by KESHK and/or KEFHK and/or any company(ies) within the group of companies (as defined in the Companies Ordinance) to which you belong (“Kim Eng (HK) Group”) for the purpose of satisfying my/our obligations or liabilities to any member of the Kim Eng (HK) Group, whether such obligations or liabilities are actual or contingent, primary or collateral, secured or unsecured or joint or several;
2. Transfer any sum of Monies interchangeably between any of the segregated accounts maintained at any time by any member of Kim Eng (HK) Group;
3. Transfer any sum of Monies interchangeable between any of the segregated accounts maintained at any time by any member of Kim Eng (HK) Group and any segregated accounts maintained with counter-broker (whether in Hong Kong or overseas) upon or before any instructions have been given, for the purpose of satisfying margin requirement and/or settlement requirement (if applicable);
4. Keep my/our Monies with overseas clearing firm(s), broker(s) and financial institution(s) after trading to facilitate future trading or to transfer my/our Monies interchangeably between the segregated account(s) opened and maintained by you in Hong Kong and the segregated account(s) opened and maintained by you with any overseas clearing firm(s), broker(s) and financial institution(s) outside Hong Kong; and
5. Convert my/our Monies into any other currency(ies) upon or before any instructions have been given, for the purpose of satisfying margin requirement and/or settlement requirement (if applicable).

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

This Authority is given without prejudice to other authorities or rights which Kim Eng (HK) Group may have in relation to dealing in Monies in the segregated accounts.

This Authority shall be valid for a period of not more than 12 months from the date of these Additional Terms and will expire annually subject to renewal by you or deemed renewal under the Client Money Rules.

This Authority may be revoked by giving you written notice addressed to you at your address specified in the Client Information Statement or such other address which you may notify me/us in writing for this purpose. Such notice shall take effect upon the expiry of 7 days from the date of your actual receipt of such notice.

I/We understand that the Client Money Standing Authority shall be deemed to be renewed on a continuing basis without my/our written consent if you issue to me/us a written reminder at least 14 days prior to the expiry date of the Client Money Standing Authority, and I/we do not object to such deemed renewal before such expiry date

In the event of any difference in interpretation or meaning between the English and Chinese version of this Authority, the English version shall prevail.

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, legal advice concerning its contents and effect.

\_\_\_\_\_  
Signature of Client (for corporate client, with Company chop)  
Name of Client: \_\_\_\_\_  
Account No: \_\_\_\_\_  
Date: \_\_\_\_\_

**For Office Use Only 只供本公司使用**

S.V.
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Checked By:

\_\_\_\_\_  
Name 姓名:

## 客戶款項之常設授權函件

致：金英証券(香港)有限公司(“金英証券”)及/或 金英期貨(香港)有限公司(“金英期貨”) (視屬何情況而定)

### 根據《證券及期貨(客戶款項)規則》所設立的常設授權

本授權涵蓋 金英証券及/或金英期貨為本人/吾等持有或收取並存放於本人/吾等所開立的戶口內的款項(包括持有並非屬於金英証券及/或金英期貨的款項而產生之任何利息)，其戶口權益淨額超過對該戶口的最低保證金要求，該要求會由法律或其他有關監管機構不時規定(“款項”)。

除文義另有所指外，本授權內的所有詞句任何表達形式，均與《證券及期貨條例》(香港法例第 571 章)及《證券及期貨(客戶款項)規則》(香港法例第 571I 章)不時修訂之定義具有相同意思。

本授權授權金英証券及/或金英期貨按其酌情權，並在毋須事前給予本人/吾等任何通知或取得本人/吾等的確認及/或指示的情況下：

1. 合併或綜合由金英証券及/或金英期貨及/或任何貴公司所屬之集團公司(根據《公司條例》所作之定義)(下稱「金英香港集團」)內的成員公司以任何名義所維持的任何或全部獨立帳戶，此等組合或合併活動可以個別地或與其他帳戶聯合進行，以履行本人/吾等對金英香港集團任何成員公司的義務或法律責任，無論此等義務或法律責任為確實或或然的、原有或附帶的、有抵押或無抵押的、共同或分別的；
2. 在金英(香港)集團任何成員於任何時間維持的任何獨立帳戶之間來回調動任何數額之款項；
3. 在指示發出或之前，在金英(香港)集團任何成員於任何時候所維持的任何獨立帳戶與由交易對手(不論在香港或海外)所維持的任何獨立帳戶之間互相轉移任何金額之款項，以履行保證金規定及/或交收要求(如適用)；
4. 在完成買賣後，將本人/吾等之款項存放於海外結算所、券商或金融機構，方便日後進行買賣，或在貴行在香港開立及維持的獨立賬戶與貴行在任何海外結算所、券商或金融機構開立及維持的獨立賬戶之間互相轉移本人/吾等之款項；及
5. 在指示發出或之前，將本人/吾等之款項兌換為任何其他貨幣，以履行保證金規定及/或交收要求(如適用)。

本人/吾等確認並同意貴行可進行以上所列的任何事項，而毋須向本人/吾等作出通知。

本授權並不會損害金英(香港)集團任何成員處理該等獨立賬戶款項的其他相關授權或權利。

本授權的有效期自此等附加條款日期起計不超過十二個月，惟由貴行重續或根據客戶款項規則而被視作已重續則除外。

本授權可經由本人/吾等按照客戶資料聲明內註明的客戶服務部地址或貴行就此目的而通知本人/吾等之其他地址，向貴行發出書面通知而撤銷。有關通知將由貴行正式接獲該通知日期起計七天後生效。

本人/吾等明白，若貴行於客戶款項常設授權的屆滿日前最少十四天向本人/吾等發出書面提示通知，而本人/吾等並無在該屆滿日之前反對該重續，則客戶款項常設授權可被視為在不需要本人/吾等之書面同意下按持續的基準已重續。

如本授權中、英文本之解釋或意思有任何歧義，概以英文本為準。

本人/吾等確認本人/吾等就本授權的內容已獲得解釋，並且完全明白本授權的內容，或本人/吾等已經或曾被賦予機會，就本授權內容及效力尋求法律顧問的意見。

\_\_\_\_\_  
客戶簽署(公司客戶須加蓋公司圖章)

客戶姓名: \_\_\_\_\_

帳戶號碼: \_\_\_\_\_

日期: \_\_\_\_\_

**For Office Use Only 只供本公司使用**

S.V.
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Checked By:

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Name 姓名: