

常設授權 (客戶款項) STANDING AUTHORITY (CLIENT MONEY)

致 To: 時富證券有限公司 / 時富商品有限公司
Celestial Securities Limited / Celestial Commodities Limited

根據《證券及期貨(客戶款項)規則》所設立的常設授權 Standing Authority under Securities and Futures (Client Money) Rules

本授權涵蓋貴公司為本人/我們在香港收取或持有並存放於一個或多個獨立帳戶內之款項(包括因持有並非屬於貴公司之款項而產生之任何利息)(下稱「款項」)。

This Authority covers money held or received by you 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) on my/our behalf (the "Monies").

除另有界定或文義另有所指外, 本授權內之所有名詞, 與《證券及期貨條例》及《證券及期貨(客戶款項)規則》不時修訂之定義具有相同涵義。
Unless otherwise defined or the context requires otherwise, all the terms used in this Authority shall have the same meanings as in the Securities and Futures Ordinance and the Securities and Futures (Client Money) Rules as amended from time to time.

本授權授權貴公司按其酌情權, 並在毋須事前給予本人/我們任何通知或取得本人/我們的確認及/或指示的情況下:

This Authority authorizes you 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. 合併或綜合貴公司, 即時富證券有限公司及/或時富商品有限公司及/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「時富集團」)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/我們對時富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;
combine or consolidate any or all segregated accounts of any name whatsoever and either individually or jointly with others, maintained by Celestial Securities Limited, and/or Celestial Commodities Limited and/or any company(ies) within the group of companies (as defined in the Companies Ordinance) to which you belong ("CASH Group") for the purpose of satisfying my/our obligations or liabilities to any member of the CASH Group, whether such obligations or liabilities are actual or contingent, primary or collateral, secured or unsecured or joint or several;
2. 從時富集團任何成員公司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;
transfer any sum of Monies interchangeably between any of the segregated accounts maintained at any time by any member of CASH Group;

此賦予貴公司之授權並不損害時富集團有關處理該等獨立帳戶內款項的其他授權或權利。

This Authority is given without prejudice to other authorities or rights which CASH Group may have in relation to dealing in the Monies in the segregated accounts.

本授權由本函簽發之日起十二個月內有效。本人/我們明白, 若本公司於本授權的有效期屆滿前十四天或以前, 向本人/我們發出書面通知, 提醒本人/我們本授權即將屆滿, 而本人/我們並沒有在本授權屆滿前對此授權續期作出反對, 則本授權應當作在不需要本人/我們的書面同意下按持續的基準被續期一年。本人/我們可於任何時候以書面通知貴公司以撤銷本授權。本授權將於貴公司正式收到該書面通知後兩個工作天後正式撤銷。然而在此撤銷正式生效前, 所有貴公司按本授權所達成的任何交易均不受該項撤銷所影響。

This Authority is valid for a period of 12 months from the date of this letter. I/We understand that this Authority shall be deemed to be renewed on a continuing basis for another year without my/our written consent if you issue to me/us a written reminder at least 14 days prior to the expiry date of this Authority, and I/we do not object to such deemed renewal before such expiry date. This Authority may be revoked by me/us at any time by serving you a written notice to that effect. Such revocation shall not take effect until 2 business days subsequent to the actual receipt by you of such written notice and shall not affect any transactions undertaken by you pursuant to this Authority prior to such revocation taking effect.

本人/我們謹此同意就貴公司及任何時富集團成員公司, 因執行上述授權而可能產生、蒙受及/或承受的一切虧損、責任、損失、利息、費用、開支、法律訴訟、付款要求索償程式等等向所屬公司作出賠償, 並保障該公司免受損害。

I/We hereby agree to indemnify, and to keep indemnified, you and any companies within CASH Group from and against any losses, liabilities, 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 to this Authority.

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。

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

本人/我們確認本人/我們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/我們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。

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.

客戶簽署 (公司客戶請加蓋公司印鑑)
Client(s) Signature (with company chop, if applicable)

客戶名稱 Client Name _____

戶口號碼 Account No. _____

香港身分證/護照號碼 HKID/Passport No. _____

聯絡電話 Contact No. _____

日期 Date _____