

SCHEDULE 9: STANDING AUTHORITY
附表 9: 常設授權

Part A Client Monies Standing Authority
甲部 款項授權

IMPORTANT NOTICE: IF YOU HAVE ANY DOUBT CONCERNING THIS DOCUMENT, PLEASE FIRST SEEK INDEPENDENT LEGAL ADVICE BEFORE SIGNING IT.

重要告示：倘若閣下對本檔有任何疑問，請於簽署本檔前先諮詢獨立法律意見。

To: Venture Smart Asia Limited (hereinafter referred to as "VSAL")
致：意博資本亞洲有限公司（下稱“意博”）
Room 1309, Capital Centre, 151 Gloucester Road, Wan Chai, Hong Kong
香港灣仔告士打道 151 號資本中心 1309 室

Dear Sirs,
敬啟者：

STANDING AUTHORITY WITHIN THE MEANING OF SECTION 8(1) OF THE SECURITIES AND FUTURES (CLIENT MONEY) RULES (CAP. 571I, LAWS OF HONG KONG) ("RULES")
香港法例第 571I 章《證券及期貨（客戶款項）規則》第 8(1) 條（下稱“規則”）所指的常設授權

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個別的責任。

This letter of authority covers money, now or hereafter, held or received on my/our behalf (including any interest derived from the holding of the money which does not belong to you) in one or more segregated account(s) ("Monies").

本授權信涵蓋現在或以後一個或多個獨立帳戶中代本人/吾等持有或收取的款項（包括得自持有不屬於貴公司的款項的任何利息）（下稱“款項”）。

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. Subject to compliance with applicable laws and regulatory requirements, segregated account(s) include any account(s) designated as client account(s) or trust account(s) established and maintained in or outside Hong Kong and, if applicable, any account(s) opened and maintained (in or outside Hong Kong) in a name referable to me/us.

除非另有定義，本授權信中使用的所有詞語意義與不時修訂之《證券及期貨條例》（香港法例第 571 章）及規則所述的意義相同。在遵從適用的法律及規管要求的情況下，獨立帳戶包括在香港或以外地方設立及維持並指定為客戶帳戶或信託帳戶的任何帳戶及，如適用，以本人/吾等名義（在香港或以外地方）開立及維持的任何帳戶。

I/We hereby authorise VSAL that it may:

本人 / 吾等謹此授權意博以：

1. combine or consolidate any or all segregated accounts of any nature whatsoever and either individually or jointly with others, maintained by VSAL or any of its related corporations and VSAL may:
合併或綜合任何或所有屬任何性質、個別或與其他共同的、由意博或其任何相關法團維持的獨立帳戶並且意博可：

- (i) transfer any sum of Monies to and/or between such segregated account(s) to satisfy; or
轉移任何數額的款項來往該（等）獨立帳戶以清償；或
- (ii) set off or transfer any sum of Monies in or towards satisfaction of,
抵銷或轉移任何數額的款項以清償，

my/our obligations or liabilities to VSAL and/or any of its related corporations, whether such obligations and liabilities are actual or contingent, primary or collateral, secured or unsecured, or joint or several;

本人/吾等對意博及/或任何集團成員之任何責任或負債，不論該等責任及負債乃實際或或有、主要或附屬、有擔保或無擔保、或聯合或個別的；

- 2. deposit any sum of Monies into, or transfer any sum of Monies interchangeably between, the segregated account(s) maintained at any time by VSAL or any of its related corporations;
將任何數額的款項存入由意博或任何集團成員于任何時間所維持的一個或多個獨立帳戶內，或於獨立帳戶間互相轉移任何數額的款項；
- 3. where VSAL lends securities to me/us pursuant to a securities borrowing and lending agreement, deposit any of my/our cash collateral provided to VSAL pursuant to such securities borrowing and lending agreement with another intermediary licensed or registered for dealing in securities as collateral for the discharge and satisfaction of VSAL's settlement obligations and liabilities in connection with any back-to-back securities borrowing and lending agreement between VSAL and such intermediary; and
在意博根據證券借貸協定向本人/吾等作出證券借貸的情況下，將本人/吾等根據該證券借貸協定向意博提供之任何現金抵押品存入另一獲發牌或註冊以進行證券交易的仲介人作為履行及清償就意博與該仲介人之間任何背對背式證券借貸協議中意博之交收責任及法律責任的抵押品；及
- 4. debit any or all segregated accounts maintained at any time by VSAL or any of its related corporations with such amount(s) of Monies as may be required for settling my/our liability(ies) under or pursuant to any agreement(s) and/or document(s) between me/us on the one part and VSAL and/or any of its related corporations on the other part.
在任何或所有由意博或任何集團成員于任何時間所維持的獨立帳戶內扣除所須數額的款項以清償根據以本人/吾等為一方並意博及/或任何集團成員為另一方的任何協議及/或檔中本人/吾等之責任。

VSAL may, at any time and from time to time, do any or more or all of the things set out above in VSAL's sole discretion and without giving me/us further notice or obtaining my/our further confirmation and/or direction.

意博可隨時及不時行駛其獨有酌情權及不再通知本人/吾等或再取得本人/吾等之確認及/或指示的情況下作出上述任何或多項或所有事情。

This authority is given in addition to and without prejudice to any other authority or right which VSAL or any of its related corporations may, now or hereafter, have in relation to the Monies in the segregated account(s) (or any amount thereof).

本授權在乃附加於及在不損害意博或任何集團成員就一個或多個獨立帳戶內的款項（或任何其部分款項）而有的現行或其後的任何其他授權或權利的情況下發出。

I/We hereby agree to indemnify, and to keep indemnified, VSAL from and against all and any losses, damages, interests, costs, expenses, actions, demands, claims and/or proceedings of whatsoever nature which VSAL may incur, suffer and/or sustain as a consequence of any act, transfer and/or transaction done or undertaken pursuant to this authority.

本人/吾等謹此承諾彌償意博因按本授權信作出或承諾的任何行動、轉移及/或交易而導致意博可能招致、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/或法律程式，不論屬任何性質的，並承諾確保意博免受損害。

This authority is valid for a period of 12 months from the date of this letter (or such other period as specified by VSAL at any time but in any case not more than 12 months from the date of this letter), subject to my/our renewal or deemed renewal under the Rules as amended from time to time.

本授權有效期為本信日期起計 12 個月（或意博於任何時間所規定的其他限期但於任何情況均不多於由本信日期起計的 12 個月），受不時修訂之規則下本人/吾等之續期或當做續期所限。

This authority may be revoked by giving VSAL written notice addressed to the Operations Department at VSAL's address specified above or such other address as may be subsequently notified to me/us by VSAL. My/Our notice of revocation shall take effect upon the expiry of 14 calendar days from the date of VSAL's actual receipt of such notice and shall not affect any act, transfer or transaction done or undertaken by VSAL or any of its related corporations pursuant to or by virtue of this authority prior to such revocation taking effect.

本授權可被撤銷乃透過向意博發出書面通知注明由營運部收件並送往意博之上述地址或嗣後意博通知本人/吾等的其他地址。本人/吾等之撤銷通知於意博實際收訖該通知當日起計屆滿 14 個公曆日方才生效並且不會影響意博或其他集團成員于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。

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 VSAL issues me/us a written reminder at least 14 calendar days prior to the expiry date of this authority, and I/we do not object in writing to such deemed renewal before such expiry date.

本人/吾等明白如果意博于授權周年到期日期前至少 14 個公曆日向本人/吾等發出書面提醒，並且本人/吾等於該周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于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。

In this authority, unless the context requires otherwise, terms in the singular shall include the plural and vice versa.

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。

Should there be any inconsistency or conflict between the Chinese and English versions of this authority, the English version shall prevail.

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。

I/We have read, understood and accepted the contents of this letter.
本人/吾等經已閱讀，明白並接受本信之內容。

Dated this day of ---
日期:

For individuals *:

個人適用 *:

Client's signature(s)

客戶簽名：

Client's name:

客戶姓名：

* For joint accounts, all account holders should sign.

*聯名帳戶中所有帳戶持有人須要簽署。

Client's signature(s)

客戶簽名：

Client's name:

客戶姓名：

For companies **: For and on behalf of Client's name:

公司適用 **: (代表客戶名稱)

Authorised signature(s) & company chop

經授權人士簽署及公司印章

** Please sign in accordance with the supporting board resolution produced to VSAL.

**請按照向意博提交的支持董事會決議簽署

Part B Client Securities Standing Authority
乙部 證券授權

IMPORTANT NOTICE: IF YOU HAVE ANY DOUBT CONCERNING THIS DOCUMENT, PLEASE FIRST SEEK INDEPENDENT LEGAL ADVICE BEFORE SIGNING IT.

重要告示：倘若閣下對本檔有任何疑問，請於簽署本檔前先諮詢獨立法律意見。

To: Venture Smart Asia Limited (hereinafter referred to as "VSAL")
致：意博資本亞洲有限公司（下稱“意博”）
Room 1309, Capital Centre, 151 Gloucester Road, Wan Chai, Hong Kong
香港灣仔告士打道 151 號資本中心 1309 室

Dear Sirs,
敬啟者：

Standing Authority within the meaning of section 4(1) of the Securities and Futures (Client Securities) Rules (Cap. 571H, Laws of Hong Kong) ("Rules")

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

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個別的責任。

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").

本授權信函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”）。

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.

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。

I/We hereby authorise VSAL that it may:

本人 / 吾等謹此授權意博可：

1. apply any of my/our Securities pursuant to a securities borrowing and lending agreement, 根據一份證券借貸協定運用本人 / 吾等之任何證券;
2. deposit or transfer my/our Securities with or to or interchangeably between any custodian(s) and/or clearing house(s), whether in Hong Kong or elsewhere, upon such terms as may be agreed by VSAL but subject to applicable laws and regulatory requirements; 將本人/吾等之證券存入在香港或其他地方的任何一個或多個保管人及/或結算所或於它們間互相轉移，按意博同意之條款但受制於適用的法例及監管要求；
3. upon such terms as may be agreed by VSAL but subject to applicable laws and regulatory requirements, register or re-register any of my/our Securities in the name of VSAL or any nominee appointed or agreed by VSAL (whether in Hong Kong or elsewhere) or cancel any such registration; 按意博同意之條款但受制於適用的法例及監管要求，以意博或意博指定的同意的任何代名人（不論在香港或其他地方）之名註冊或重新註冊本人/吾等之證券或註銷任何該等註冊；

4. apply my/our securities or securities collateral held by VSAL (which shall include all dividends or interest paid or payable after the date of the relevant agreement on such securities or securities collateral and all stocks, shares (and the dividends or interest thereon) rights, monies or property accruing or offered at any time by way of redemption, bonus, preference, option or otherwise to or in respect of such securities or securities collateral) pursuant to a securities borrowing and lending agreement, repledge such securities collateral for financial accommodation and/or deposit such securities collateral as collateral for the discharge and satisfaction of its settlement obligations and liabilities; for example, in order to allow such securities or securities collateral to be lent to or deposited as collateral with third parties.

根據證券借用及借出協議運用 VSAL 所持有的本人/吾等的證券或證券抵押品（並包括在相關協議日期之後就該證券或證券抵押品已支付或需支付的所有股息或利息，以及在任何時候透過贖回、分紅、優先權、選擇權或其他形式累算給該證券或證券抵押品或就該證券或證券抵押品提供的所有股額，股份（及其股息或利息）權利，款項或財產），再質押該證券抵押品以取得財務通融和 / 或存放該證券抵押品作為其履行交收義務與責任的抵押品；例如，為了允許將此類證券或證券抵押品借出予第三方或作為抵押品存放於第三方。

VSAL may, at any time and from time to time, do any or more or all of the things set out above in VSAL's sole discretion and without giving me/us prior notice or obtaining my/our prior confirmation and/or direction.

意博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。

This authority shall not affect VSAL's right to dispose or initiate a disposal of my/our Securities in settlement of any liability owed by or on my/our behalf to VSAL or any of its related corporations or a third person. Further, this authority is given in addition to and without prejudice to any other authority or right which VSAL or any of its related corporations may, now or hereafter, have in relation to my/our Securities.

本授權不會影響意博處置或促使處置本人/吾等之證券之權利以清償本人/吾等或代本人/吾等對意博或任何集團成員或某一協力廠商之任何責任。再者，本授權乃在附加於及在不損害意博或任何集團成員就本人/吾等之證券而有的現行或其後的任何其他授權或權利的情况下發出。

I/We hereby agree to indemnify, and to keep indemnified, VSAL from and against all and any losses, damages, interests, costs, expenses, actions, demands, claims and/or proceedings of whatsoever nature which VSAL may incur, suffer and/or sustain as a consequence of any act and/or transaction done or undertaken pursuant to this authority.

本人/吾等謹此承諾彌償意博因按本授權作出或承諾的任何行動/或交易而導致意博可能招致、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/或法律程式，不論屬任何性質的，並承諾確保意博免受損害。

This authority is valid for a period of 12 months from the date of this letter (or such other period as specified by VSAL at any time but in any case not more than 12 months from the date of this letter), subject to my/our renewal or deemed renewal under the Rules as amended from time to time.

本授權有效期為本信簽訂之日起的 12 個月（或意博於任何時間所規定的其他限期但於任何情況均不多於由本信日期起計的 12 個月），受不時修訂之規則下本人/吾等之續期或當做續期所限。

This authority may be revoked by giving VSAL written notice addressed to the Operations Department at VSAL's address specified above or such other address as may be subsequently notified to me/us by VSAL. My/Our notice of revocation shall take effect upon the expiry of 14 calendar days from the date of VSAL's actual receipt of such notice and shall not affect any act or transaction done or undertaken by VSAL or any of its related corporations pursuant to or by virtue of this authority prior to such revocation taking effect.

本授權可被撤銷乃透過向意博發出書面通知注明由營運部收件並送往意博之上述地址或嗣後意博通知本人/吾等的其他地址。本人/吾等之撤銷通知於意博實際收訖該通知當日起計屆滿 14 個公曆日方才生效並且不會影響意博或其他集團成員于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。

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 VSAL issues me/us a written reminder at least 14 calendar days prior to the expiry date of this authority, and I/we do not object in writing to such deemed renewal before such expiry date.

本人/吾等明白如果意博于授權周年到期日期前至少 14 個公曆日向本人/吾等發出書面提醒，並且本人/吾等於該周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于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。

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I/We have read, understood and accepted the contents of this letter.
本人/吾等經已閱讀，明白並接受本信之內容。

Dated this day of ---
日期；

For individuals *:
個人適用 *:

Client's signature(s)
客戶簽名:
Client's name:
客戶姓名:
* For joint accounts, all account holders should sign.
*聯名帳戶中所有帳戶持有人須要簽署

Client's signature(s)
客戶簽名:
Client's name:
客戶姓名:

For companies **: For and on behalf of Client's name:
公司適用 ** (代表客戶名稱)

Authorised signature(s) & company chop
經授權人士簽署及公司印章
** Please sign in accordance with the supporting board resolution produced to VSAL.
**請按照向意博提交的支持董事會決議簽署