## **KOG Forex Limited**

## 國之匯有限公司

## Standing Authority for Account (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 5711章《證券及期貨(客戶款項)規則》第 8(1)條(下稱「規則」)所指的帳戶常設授權

The letter of authority covers the funds received or held by KOG Forex Limited ("KOG") in one or more segregated account(s) on your behalf ("Monies") (including any interest derived from the holding of the money which does not belong to us). Unless otherwise defined, all the terms used in this authorization shall have the same meaning 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.

客戶款項常設授權涵蓋國之匯有限公司(「KOG」)爲客戶收取或持有,並存放於一個或多個獨立帳戶內的款項(「款項」)(包括因持有並非屬我方的款項而產生的任何利息)。除另有說明外,在本授權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》所定義的相同含義。獨立帳戶包括根據《證券及期貨(客戶款項)規則》,在香港境內開立及維持並指定爲客戶帳戶的任何帳戶,或在香港境外開立及維持並指定爲客戶帳戶的任何帳戶。

## You authorize us to:

您授權我方:

- 1) combine and consolidate any or all segregated account(s) of any nature whatsoever and either individually or jointly with others, maintained by KOG or any member of the Group (as defined in the Companies Ordinance), transfer any sum of Monies to and/or between such segregated account(s) to satisfy, or set off or transfer any sum of Monies in or towards satisfaction of your obligations to KOG or any member of the Group, whether such obligations or liabilities are actual or contingent, primary or collateral, secured or unsecured, or joint or several; and 合拼及綜合任何或所有屬任何性質、各別或與其它共同的、由我方或任何集團成員維持的獨立帳戶,並且我方可轉移任何數額的款項來往該(等)獨立帳戶以清還,或抵銷或轉移任何數額的款項以清償,您對我方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、或聯合或各別的;
- 2) deposit any sum of Monies into or transfer any sum of Monies interchangeably between any of segregated account(s) maintained at any time by KOG or any member of the Group; 在我方或任何集團成員於任何時候所維持的一個或多個獨立帳戶內,或於獨立帳戶之間互相轉移任何數額的款項;
- 3) debit any or all segregated account(s) maintained at any time by KOG or any member of the Group with such amount(s) of Monies as may be required for settling your liability(ies) under or pursuant to any agreement(s) and/or document(s) between you on the one part and KOG or any member of the Group on the other part. 在任何或所有由我方或任何集團成員於任何時候所維持的獨立帳戶內扣除所須數額的款項以清償根據以您為一方並我方或任何集團成員為另一方的任何協議及/或文件中您的責任。

We may, at any time and from time to time, do any or more or all of the things set out above in KOG's sole discretion and without giving you further notice or obtaining your further confirmation and/or direction. This authority is given in addition to and without prejudice to any other authorities or rights which KOG or any member of the Group may, now or hereafter, have in relations to the Monies in the segregated accounts (or any amount thereof).

我方可隨時及不時行使其獨有的酌情權及不再通知您或再取得您的確認及/或指示的情況下作出上述任何或多項或所有事情。本授權乃在附加於及在不損害我方或任何集團成員就一個或多個獨立帳戶內的款項(或任何其部份款項)而有的現行或其後的任何其它授權或權利的情況下發出。

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

您謹此承諾彌償我方或任何集團成員因按本授權作出或承諾的任何行動、轉移及/或交易而導致我方可能招致、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、索賠及/或法律程序,不論屬任何性質的,並承 諾確保我方免受損害。 You acknowledge and agree that authority shall be valid between the account opening date and the first 31<sup>st</sup> day of January ("Anniversary Day") falling after the account opening day and thereafter for a period of 12 months from the Anniversary Day in each calendar year (or such other period as specified by KOG at any time but in any case not more than 12 months from the date of this authorization), subject to renewal or deemed renewal under the Rules as amended from time to time. You understand that the authority shall be deemed to be renewed upon the same terms and conditions contained herein and on a continuing basis without your written objection at least 14 days prior to the Anniversary Day of this authority and you consent to such deemed renewal before the Anniversary Day. In case that this authority is first given by you during a period between the issuance of the written reminder for a particular calendar year and the Anniversary Day in that calendar year, you hereby expressly agree that no additional written reminder shall be given to you for that calendar year and this authority shall be renewed by virtue of your express agreement given herein on that Anniversary Day. You understand that you may revoke this authority by giving us a written notice addressed to the Customer Service Department at the address specified in this Account Application Form or any such address which we may notify you in writing. Such notification shall take effect upon the expiry of 7 days from the date of our actual receipt of the notice. However, we may, in our absolute discretion, treat the revocation notice as having immediate effect upon our receipt.

您確認並同意,此客戶款項常設授權有效期為開戶日起計及至開戶後第一個 1 月的第 31 日(「週年到期日」),之後每年由週年到期日起計加 12 個月(或我方於任何時間所規定的其它限期但於任何情況下不多於 12 個月由本授權日期起計),受不時修訂之規則下您之續期或當作續期所限。您明白,若我方在週年到期日至少 14 日之前沒有接獲您表示反對續期的書面通知書,則此授權將視爲以本文載有的相同條款及條件於持續情況並無須接獲您的書面同意而持續有效。倘若您首次給予此授權時為該年度發出書面提醒與該年度的週年到期日之間,您謹此明確地同意您將不獲另發該年度的書面提醒而此授權將憑藉您於此所給予明確的同意下於該週年到期日續期。您明白您可向我方發出書面通知書寄至本帳戶申請表列出的地址或本公司通知您的其他地址,通知客戶服務部撤回此授權。該等通知的生效日期爲本公司真正收到該等通知後的7日起計。但是,我方有絕對酌情決定權視撤銷授權通知書在我方收訖時隨即生效。

This Authority Letter has been explained to you and you have understood and accepted the contents of this Authorization Letter and agreed to be bound by its terms. This Authorization shall not apply for transfer of Monies between individual account and joint account.

我方已向您清楚解釋本授權書的內容。您確認及接受本授權書並同意受相關條款的約束。此授權並不適用於個人帳戶及聯名帳戶之間的款項轉移。