

THIRD PARTY AUTHORIZATION AGREEMENT

This Authorization Agreement is made on the _____ day of _____ 20__ between _____ (“Client”) with Account No. _____ of one part; and Gear Securities Investment Limited (“GSIL”) situated at Room 2502, 25/F., Lee Garden Five, No. 18 Hysan Avenue, Causeway Bay, Hong Kong of the other part.

Whereas:

- A. The Client has entered into the agreement as set out below (“Agreement”) with GSIL:-
GSIL – Terms and Conditions For Trading Accounts and Account Opening Form (Individual / Joint Account) as amended from time to time without further notice.
- B. The Client wishes to authorize the person whose particulars are more particularly set out in Schedule 1 hereto (“Authorized Person”) to operate the Client’s account(s) (collectively “Relevant Account”) with the relevant powers as provided in the said Schedule on and subject to the terms of this Authorization and the Agreement. The Relevant Account Number(s) is/are set out below:

Account No.: _____

Account No.: _____

It is hereby agreed as follows:

1. Authorization Supplemental to the Agreement

- 1.1 The terms of this Authorization are in addition and supplemental to the terms of the Agreement.
- 1.2 In the event of any conflict between the terms of this Authorization and the Agreement, the terms of this Authorization shall prevail as between GSIL and the Client.
- 1.3 This Authorization does not limit or restrict in any way GSIL’s rights or the Client’s obligations under the Agreement between the Client and GSIL, and the provisions of the Agreement shall apply equally to transactions initiated by the Authorized Person and to the interpretation generally of rights and obligations under this Authorization.

2. Appointment, Authorization and Further Information

- 2.1 The Client hereby authorizes the Authorized Person to operate the Relevant Account with the relevant powers as provided in Schedule hereto, all for the account and risk of the Client, on and subject to the terms of the Agreement.
- 2.2 GSIL shall be entitled to assume that the Authorized Person has full and unrestricted powers and authority to perform the acts as set out in Schedule hereto on behalf of the Client; and accept and rely on any instructions or communications given or purported to be given by the Authorized Person or on behalf of the Client which GSIL believes to be genuine.
- 2.3 The Instruction from the Authorized Person may be oral by telephone, or written by facsimile, telex or otherwise.
- 2.4 Trading authorization allows the Authorized Person to place buy/sell instructions and confirm/decide on corporate action for the Client. Settlement authorization allows Authorized Person to give withdrawal/transfer instructions of monies/securities for the Client. However, authorization to give withdrawal/transfer instructions to third party accounts is prohibited.
- 2.5 The Client hereby ratifies and confirms any and all transactions with GSIL made by the Authorized Person on behalf of or for the Relevant Account of the Client.
- 2.6 The Client shall procure that the Authorized Person to consent to his/her production of his/her personal information to be used in accordance with GSIL’s notice relating to Personal Data (Privacy) Ordinance information and his/her production of a certified copy of his/her Hong Kong Identity Card or passport together with his/her residential address proof issued within 3 months to GSIL for record.
- 2.7 The Client shall procure that the Authorized person shall sign at the designed space of Schedule hereto.

3. Representations and Warranties

The Client hereby warrants and represents and undertakes to GSIL in the following terms (such warranties, representations and undertakings are to continue for so long as this Authorization remains subsisting):-

- (a) the Client and the Authorized Person has full power and authority to enter into and perform and will perform their respective obligations as provided herein, and that all actions to enable the Client and the Authorized person to execute, deliver and perform the same have been taken, and that the Client and the Authorized Person has obtained and will maintain in full force and effect any necessary consents, licences and authorities;
- (b) the information contained in Authorization is true, complete and accurate as at the date of this Authorization hereof, and the Client shall notify GSIL immediately upon any material changes in the information provided in this Authorization; and
- (c) this Authorization and its performance and the obligations contained herein do not and will not:-
 - (i) contravene any existing applicable law, statute, ordinance, rule or regulation or any judgement, decree or permit to which the Client is subject to; or
 - (ii) conflict with or result in any breach of the terms of or constitute any default under any agreement or other instrument to which the Client is a party or is subject to or by which any of its property is bound.

4. Indemnity

The Client agrees to fully indemnify and hold GSIL harmless in respect of any losses, costs and expenses (including legal costs), indebtedness and liabilities suffered or incurred by GSIL as a result of any act or omission of the Authorized Person, and to pay promptly to GSIL any amount demanded as margin required by GSIL, or any amount required by GSIL to eliminate any debt or deficit balance, arising from the operation of any Relevant Account of the Client by the Authorized Person.

5. Validity

- 5.1 This Authorization has been validly executed by the Client and constitutes a valid and legally binding agreement with the Client enforceable in accordance with its terms.
- 5.2 This Authorization shall be valid for a period of not more than 12 months until the end of every year (“Effective Period”). During the Effective Period, this Authorization and the indemnity contained herein shall remain in full force and effect. Client may direct GSIL to revoke this Authorization in writing anytime during the Effective Period, such revocation shall not become effective until acknowledged by GSIL. If GSIL have not received any revocation from Client before the expiration, this Authorization shall be renewed upon expiry upon the same terms and conditions as specified in this Authorization. Nevertheless, expiration of the Effective Period or revocation of this Authorization shall not affect any liability in any way resulting from any transactions initiated and/or completed prior to the confirmation of revocation and during the Effective Period. This Authorization and the indemnity shall ensure to the benefit of GSIL, and its assigns or successors thereof.

In witness whereof this Authorization has been duly executed as a deed on the date first above written.

Schedule

(Please tick "✓" the appropriate)

- Trading Authorization**
 Settlement Authorization

Particulars of the Authorized Person:

Name:		Specimen Signature:	
HKID/Passport Number: <i>(Please provide copy of HKID/passport)</i>			
Residential Address: <i>(Please provide address proof issued within 3 months)</i>			
Mobile Phone No.	Residential Phone No.		
Relationship with the Client:			
The Authorized Person is a licensed/registered person, director or employee of a person licensed by/registered with the SFC or HKMA <input type="checkbox"/> Yes <input type="checkbox"/> No			

Assessment of Authorized Person's Knowledge on Derivative Products and Trading Experience

1. Has the Authorized Person ever undergone training or attended any courses or seminars on derivative and/or structured investment product(s)? <input type="checkbox"/> Yes, details of the relevant training or course as below: Name of courses/seminars: _____ Date: _____ <input type="checkbox"/> No
2. Has the Authorized Person ever obtained any working experience related to derivatives and/or structured investment products? <input type="checkbox"/> Yes, details as below: Position: _____ Years of Experience: _____ <input type="checkbox"/> No
3. Has the Authorized Person executed 5 or more transactions related to derivatives and/or structured investment products over the past 2 years? <input type="checkbox"/> Yes <input type="checkbox"/> No
4. Has the Authorized Person seen the educational video provided by GSIL on the Nature and Risks of Derivatives Products ("Educational Video") prior to the first trading of derivatives or structured investment products and understood all the content contained therein and have been given the Opportunity to ask questions? <i>(only applicable if the Authorized Person answered "No" to all questions above and wish to trade derivatives and/or structured investment products with GSIL)</i> <input type="checkbox"/> Yes, the Authorized Person has seen the Educational Video on: _____ (Date) <input type="checkbox"/> No

Important Notes: BOTH of the Client and the Authorized Person must be classified as having knowledge and/or experiences on derivatives and/or structured investment products should they wanted to trade in these products.

SIGNED BY the Client:	WITNESSED BY:
Name of the Client:	Name of the Witness:

ACKNOWLEDGED BY:	ACCEPTED BY: For and on behalf of Gear Securities Investment Limited
Name of AE Team Head:	Authorized Signatory

FOR OFFICE USE

Assessment of Authorized Person's knowledge on derivatives and/or structured investment products: Authorized Person's knowledge on derivative products:	<input type="checkbox"/> Yes	<input type="checkbox"/> No
[Per System Record] Client's Account is able to trade derivatives and structured investment products: Client's Account is able to trade derivative and structured investment products:	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Assessment of Client's Account result: Client's Account can trade derivatives and structured investment products	<input type="checkbox"/> Yes	<input type="checkbox"/> No
The Authorized Person is a person licensed by the Securities and Futures Commission ("SFC") or registered with Hong Kong Monetary Authority ("HKMA")	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Reviewed by:	Inputted by"	
Date:	Date:	

第三者授權協議

本授權協議於 年 月 日由 (「客戶」) 帳戶號碼

[] 為一方；及基業證券投資有限公司 (「基業投資」)，註冊辦事處於香港銅鑼灣希慎道 18 號利園五期 2502 室為另一方簽訂：

鑒於：

甲. 客戶已與基業投資簽訂以下所述的協議 (統稱「該等協議」)：-

基業投資交易帳戶條款及條件及開戶表格 (個人 / 聯名帳戶) (將不時修改且不另行通知)。

乙. 客戶擬授權本協議附表一列載的人士，其詳細資料列載於本協議附表 (「授權代理人」)，獲得附表一列載的有關權力並根據本授權書及該等協議的條款操作客戶的以下帳戶 (統稱「有關帳戶」)：

帳戶號碼: _____

帳戶號碼: _____

雙方協定如下：

1. 授權書為該等協議的補充

1.1 本授權書條款乃該等協議條款之附加和補充。

1.2 倘若本授權書和該等協議之間有任何抵觸，就基業投資和客戶而言應以本授權書的條款為準。

1.3 本授權書對客戶和基業投資訂立的該等協議項下基業投資的權利或客戶的義務不構成任何局限或限制，而該等協議的條款應同樣地適用於授權代理人經辦的交易，以及普遍地適用於對本授權書項下的權利和義務的解釋。

2. 委任委任、授權及進一步資料

2.1 客戶特此授權授權代理人，獲得本協議附表所述的有關權利代表客戶按該等協議的條款操作有關帳戶，而全部風險則由客戶承擔。

2.2 基業投資有權假定授權代理人獲得完全及不受限制的權力和授權，代客戶作出本協議附表所述的行為；及接受及依據經由或聲稱由授權代理人或代表客戶的人士所發出並獲基業投資相信為真確的任何指示或通訊，客戶應受一切該等指示或通訊所約束。基業投資並無義務或責任核實該等指示或通訊或授權代理人的身份是否真確。

2.3 授權代理人可以通過電話以口頭方式，或以傳真、電傳或其他書面方式發出指示。

2.4 被客戶賦予交易授權的代理人可代表客戶提交買/賣交易指示及/或股東履行權實指示。被客戶賦予交收授權的代理人可代表客戶提交款項及證券的提取/轉帳指示。但在任何情況下，禁止授權代理人代表客戶提交指示轉帳/提取款項/證券至第三者帳戶。

2.5 客戶特此追認和確認授權代理人代表客戶或為客戶的有關帳戶而與基業投資進行的任何及所有交易。

2.6 客戶應促使授權代理人同意提供授權代理人的個人資料，以使基業投資按其關於個人資料 (私隱) 條例的通告而使用，並應促使授權代理人提供其香港身份證或護照的核證副本及其最近三個月內的有效住址證明，以供基業投資存案。

2.7 客戶應促使授權代理人在本協議附表的指定位置簽名。

3. 陳述與保證

客戶特此向基業投資作出以下保證、陳述和承諾 (該等保證、陳述和承諾在本授權書有效期內持續有效)：

(甲) 客戶和授權代理人有十足權力和授權簽訂、履行及將履行本協議所述的有關義務，並已作出所有行為以使客戶和授權代理人可簽署、交付和履行本授權書，而客戶和授權代理人已取得一切所需的同意、許可及授權，並將保持其具有完整效力和效果；

(乙) 本授權書所載的資料在本授權書簽署日均為真實、完整及準確的，如本授權書內所述的資料有任何重大變更，客戶應立即通知基業證券；及

(丙) 本授權書、其履行以及本協議所載的義務於現在和將來均不會：

(i) 抵觸任何現行適用法律、法例、條例、規則或法規，或客戶須受約束的任何判決、法令或許可；或

(ii) 抵觸或導致違反任何協議或客戶所簽訂、受約束或對其任何財產有約束力的其他文件的條款，或構成對上述協議或其他文件的違約。

4. 補償

由於授權代理人的任何作為或不作為而導致基業投資蒙受或產生的任何損失、費用和支出 (包括法律費用)、欠債和債務，客戶同意向基業投資作出全額彌償，令基業投資免受損害，客戶並同意迅速向基業投資支付基業投資要求的任何保證金款項，或基業投資要求的任何款項，以消除因授權代理人操作客戶的任何有關帳戶而產生的任何債務或赤字結餘。

5. 效力

5.1 本授權書已由客戶有效地簽署，構成對客戶具有法律效力和約束力的協議，並可依照本授權書的其條款強制執行。

5.2 本授權書的有效期為不多於 12 個月並於每年 12 月 31 日屆滿 (「有效期」)。有效期內，本授權書及其中所載的補償應持續及全面生效。客戶可於有效期屆滿前書面通知基業投資撤銷本授權書，有關撤銷須獲基業投資確認方為有效。若在本授權書有效期屆滿前本公司沒有收到客戶任何撤銷通知，此授權將在有效期屆滿時按此授權書指明的相同條款及條件續期。此外，本授權書的有效期屆滿或撤銷將不影響基業投資在有效期屆滿或實際確認該撤銷通知之前已開始及/或已完成的交易所導致的任何責任。本授權書及上述補償以基業投資、其受讓人或彼等的任何繼承人為受益人。

本授權書於見證人見證下於文首所載的日期正式簽署作為契據，以昭信守。

附表

(* 請在適當位置填上“√”)

- 交易授權
 交收授權

授權代理人的個人資料：

姓名：			授權簽署：
香港身份證/護照號碼： <small>(請提供香港身份證護照副本)</small>			
流動電話號碼：	住宅電話號碼：	辦公電話號碼：	
客戶與授權代理人的關係：			
授權代理人是否證監會/金管局之持牌/註冊人士或持牌/註冊人士之董事或僱員？ <input type="checkbox"/> 是 <input type="checkbox"/> 否			

授權代理人對衍生產品的認識及投資經驗

1. 授權代理人過去有否接受過有關衍生工具及/或結構性產品的培訓或修讀相關課程？ <input type="checkbox"/> 有，相關培訓或課程的詳情如下： 課程名稱：_____ 日期：_____
<input type="checkbox"/> 否
2. 授權代理人現時或過去有否參與衍生工具及/或結構性產品有關的工作？ <input type="checkbox"/> 有，詳情如下： 職位：_____ 經驗年數：_____
3. 授權代理人於過去兩年中曾執行 5 宗或以上與衍生工具及/或結構性產品有關之交易？ <input type="checkbox"/> 是 <input type="checkbox"/> 否
4. 授權代理人有否觀賞由基業投資提供的衍生工具及結構性產品的特性及風險教育錄像(「教育錄像」)並完全明白其內容，且已給予機會發問問題？ <small>(只須授權代理人於上述全部問題回答「否」及有意於基業投資買賣衍生工具及或結構性產品回答)</small> <input type="checkbox"/> 有，授權代理人已觀賞教育錄像。 觀賞日期：_____
<input type="checkbox"/> 否

注意事項：客戶及授權代理人均需被歸納為對衍生產品有認識及/或有投資經驗，客戶的帳戶方能對在交易所買賣的衍生產品進行交易。

客戶簽署：	見證人簽署：
客戶姓名：	見證人姓名：

確認人簽署：	接納人簽署： 代表 基業證券投資有限公司
部門主管姓名：	授權簽署：

(內部使用)

授權代理人對衍生產品的認識評估及歸類： 授權代理人對衍生產品有認識：	<input type="checkbox"/> 是	<input type="checkbox"/> 否
[按系統記錄] 客戶帳戶可否進行衍生產品交易？ 客戶帳戶可進行衍生產品交易：	<input type="checkbox"/> 是	<input type="checkbox"/> 否
客戶帳戶評估結果： 客戶帳戶可進行衍生產品交易：	<input type="checkbox"/> 是	<input type="checkbox"/> 否
授權代理人是獲證券及期貨事務監察委員會(「證監會」)發牌 或香港金融管理局(「金管局」)註冊人士	<input type="checkbox"/> 是	<input type="checkbox"/> 否
覆核人：	輸入人：	
日期：	日期：	