



22nd June 2017

**Amendment Notification – Account Opening Form (Individual) – Section (F) Standing Authority**

Dear Clients,

We have updated the terms under Section (F) Standing Authority of this Account Opening Form (Individual). We strongly advise you to study the updated terms below in detail. Please sign below to confirm you have read, are aware of and understand the effects of the updated terms may have on you.

Should you have any enquiries, please do not hesitate to contact us by email: [compliance@midas.com.hk](mailto:compliance@midas.com.hk).

Compliance Department  
Midas Securities Limited

**Updated Terms**

1. Unless otherwise defined, the terms used in this Authority shall have the same meanings as in the Securities and Futures Ordinance, the Securities and Futures (Client Money) Rules, the Securities and Futures (Client Securities) Rules and Rules of the Exchange as amended from time to time. 除非另有說明，本授權書之名詞與《證券及期貨條例》、《證券及期貨（客戶款項）規則》、《證券及期貨（客戶證券）規則》、《交易所規則》不時修訂之定義具有相同意思。
2. The Client(s) acknowledge that the Client's assets (including Monies) received or held by the licensed or registered person outside Hong Kong are subject to the applicable laws and regulations of the relevant overseas jurisdiction which may be different from the Securities and Futures Ordinance (Cap.571) and the rules made thereunder. Consequently, such client assets may not enjoy the same protection as that conferred on client assets received or held in Hong Kong. 客戶確認持牌人或註冊人在香港以外地方收取或持有的客戶資產（包括款項），是受到有關海外司法管轄區的適用法律及規例所監管的而這些法律及規例與《證券及期貨條例》（第571條）及根據該條例制訂的規則可能有所不同。因此，有關客戶資產將可能不會享有在香港收取或持有的客戶資產的相同保障。
3. The Client(s) hereby agree to indemnify, and to keep indemnified, MSL from and against all losses, 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 of this Authority. This indemnity shall survive the revocation of this Authority. 客戶謹此同意就金源證券，因執行下述授權而可能產生、蒙受及／或承受一切虧損、損失、利息、費用、開支、法律訴訟、付款要求索償等向金源證券作出賠償，並保障金源證券免受損害。本賠償條款在本授權被撤銷後仍繼續生效。
4. The Authority under this Section F shall be valid for a period of twelve (12) months and will be expired on 30th June of each year. Any authorisation period less than twelve (12) months will have the same expiry date on 30th June of each year. It shall be valid for a continuing basis unless being revoked. A renewal reminder will be served to the Client(s) fourteen (14) business days prior to the expiry date of this Authority. If the Client(s) do not provide a written objection the expiration of this Authority, the renewal shall then be deemed to be agreed for a further twelve (12) months. 本（F）部的授權有效期為（12）個月，並於每年6月30日屆滿。不足（12）個月的授權的屆滿日期一律定為每年6月30日。此授權可每年續延至本授權書被撤銷為止。金源證券會在本授權的有效期限屆滿前（14）工作日向客戶發出通知書，提醒客戶本授權即將屆滿。若客戶沒有在本授權屆滿前以書面形式反對此授權續期，本授權應當作已被默許續期（12）個月。
5. If the Client(s) wish to revoke this Authority, the Client(s) must do so anytime before the end of the eleventh (11th) month by serving a written notice to MSL. Such revocation will become effective after fourteen (14) calendar days upon MSL's receipt of the written notice from the Client(s). Subject to applicable laws, such revocation shall not affect any transfer made prior to such revocation becoming effective. 若客戶希望撤銷本授權書，客戶必須於有效期第（11）個月前以書面形式通知金源證券。該撤銷將於收到通知（14）日後生效。在受制於適用法律下，該撤銷將不會影響任何上述於該撤銷生效前已作出之資金轉戶。
6. Client(s) confirm that MSL may refuse to draw on the facility granted to the Client(s) to settle any transaction if the Client(s) do not give any authorisation required by any applicable laws, rules or regulations. Client(s) confirm that the above authorisations are transferable by MSL or MSL's assigns. 客戶確認若未依據任何適用法律、規則或法規的規定授予任何必要授權，則金源證券可拒絕向客戶提供清償任何交易所需的任何融資。客戶確認上述授權可由金源證券或金源證券的受讓人作出轉讓。
7. Client(s) understand that if MSL deposits, lends or pledges any securities in the Margin Account to a third party, the return of such securities may be subject to MSL discharging its obligations to such third party. 客戶理解若將保證金帳戶中的任何證券出借給第三方或存放在第三方處，則此類證券的歸還將取決於金源證券對此等第三方所承擔責任的履行情況。
8. **Standing Authority for Client Securities (applicable to Margin Account only) 客戶證券常設授權（只適用於證券保證金帳戶）**
  - a. In respect of the treatment of the Client's securities deposited with MSL as collateral, pursuant to section 148 of the Securities and Futures Ordinance and the Securities and Futures (Client Securities) Rules, the Client hereby authorises MSL may do any of the followings without giving the Client's notice: 就有關一切由金源證券代表客戶存於金源證券處作為抵押品之證券，根據《證券及期貨條例》第148條及

其下之證券及期貨(客戶證券)規則，客戶謹此授權金源證券可在無須通知客戶情況下：

- (i) deposit any of the Client's securities with an authorised institution (as defined in the Banking Ordinance (Cap 155 of the Laws of Hong Kong)) or licensed corporation (as defined in the Securities and Futures Ordinance (Cap 517 of the Laws of Hong Kong)) as collateral for financial accommodation provided to MSL; 將任何客戶的證券存於認可財務機構(見《銀行業條例》(香港法例第155章)的定義)或持牌機構(見《證券及期貨條例》(香港法例第517章))，作為該機構向金源證券提供財務通融之抵押品；
  - (ii) apply the securities or securities collateral pursuant to a securities borrowing and lending agreement under Terms and Conditions for Trading Accounts; 根據《交易帳戶條款及條件》下的《證券借貸協議》中作為證券或證券抵押品使用；
  - (iii) deposit the securities or securities collateral with a recognised clearing house (as defined in the Securities and Futures Ordinance (Cap 517 of the Laws of Hong Kong)) or an intermediary licensed or registered for dealing in securities as collateral for the discharge and satisfaction of MSL's settlement obligations and liabilities. 將證券抵押品存放於認可結算所(定義見《證券及期貨條例》(香港法例第571章))或其他持牌中介人或獲發牌從事證券交易的中介人處，作為解除和清償金源證券結算義務和責任的抵押品。
- b. The Client acknowledges that this Authority shall not affect MSL's right to dispose of the Client's securities in settlement of: 客戶確認本授權書不影響金源證券為以下目的而處置客戶的證券的權利：
- (i) the Client's obligation to maintain the Margin (as defined in the Terms and Conditions for Trading Accounts); 履行客戶維持保證金的義務(根據《交易帳戶條款及條件》所作之定義)；
  - (ii) any of the Client's liability to settle a transaction in securities and/or to repay or discharge the financial accommodation provided by MSL; 履行客戶就某證券交易進行交收及/或付還或解除由金源證券所提供的財務通融的法律責任；
  - (iii) any of the Client's liability owed to MSL for dealing in securities which remains outstanding after MSL have disposed of all other assets designated as collateral for securing the settlement of that liability. 履行客戶就證券交易而對金源證券負有的法律責任，即該法律責任是指在金源證券已將指定作為保證履行該法律責任的抵押品的所有其他資產處置後仍未履行的法律責任。

#### 9. Standing Authority for Client Money (Applicable to all accounts) 客戶款項常設授權(適用於所有帳戶)

- a. The Client(s) hereby authorises MSL to do any of the followings without giving the Client(s) notice: 本指示授權金源證券在無須向本人發出通知的情況下作出以下任何行動：
- (i) combine or consolidate any or all segregated accounts, of any nature whatsoever and either individually or jointly with others, maintained by MSL from time to time and may transfer any sum of Monies to and between such segregated account(s) to satisfy the clients' obligations or liabilities, whether such obligations and liabilities are actual, contingent, primary or collateral, secured or unsecured, or joint or several; and 組合或合併客戶於本公司所開設及持有任何獨立賬戶，此等組合或合併活動可以個別地或與其他賬戶聯合進行；可將該等獨立賬戶內任何數額之款項作出轉移，以解除客戶對本公司的義務或法律責任，不論此等義務和法律責任是確實或突然的，原有或附帶的、有抵押或無抵押的、共同或分別的；及
  - (ii) transfer interchangeably between any of the said segregated account(s). 從任何上述的獨立賬戶之間來回調動。
- b. This authority is given to MSL in consideration of its agreeing to continue to maintain one or more trading account(s) at the Client(s)' choice with this Account Opening Form. 本授權的授予建基於金源證券同意按客戶在本開戶申請表中要求開立的一個或多個交易帳戶開立及持續運作該等帳戶。
- c. The Client(s) acknowledge that notwithstanding this Authority, MSL is not obliged to make any transfer above mentioned in the first paragraph hereof, in particular but without prejudice to the generality of the foregoing, if such transfer may result in a breach of any provision of any agreement made or to be made between MSL and the Client(s) (including without limitation the Agreement). 客戶確認，儘管有本授權書，金源證券並無責任作出任何以上第一段所述之資金轉戶，尤其(但以不影響本段前文之一般性規定為大前提下)若該資金轉戶可能導致違反任何客戶與金源證券已簽訂或將會簽訂的協議書(包括但不限於「協議書」)內任何條款。
- d. This Authority is given without prejudice to other authorities or rights which MSL may have in relation to dealing in the Monies in the segregated accounts. 本授權並不損害金源證券可享有處理該等獨立賬戶內款項的其他授權或權利。

10. This Authority shall be read together with the "Terms and Condition for trading account" especially the "Terms and Condition for Margin Account Trading" section. 本授權應當與《交易帳戶條款及條件》同時閱讀，並特別留意「保證金帳戶交易之條款及條件」一章。

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### Acknowledgment of the Updates

I/We, \_\_\_\_\_, confirmed that I/we am/are fully informed by MSL representatives with the update and fully understand the meaning and the possible effects the updates would bring on me/us.

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Date: \_\_\_\_\_