

Account No. 帳戶號碼：	
Account Name 帳戶姓名：	



Mouette Securities Company Limited

海盈證券有限公司

A Licensed Corporation with the Securities and Futures Commission

證券及期貨事務監察委員會之持牌法團

CE No.中央編號: BLE877

**Appendix 1. DISCRETIONARY TRADING/
DISCRETIONARY ASSET MANAGEMENT SERVICES
APPLICATION FORM (“Application”)**

附件一. 全權委託交易/全權資產管理服務申請表格 (「申請」)

Room 4024-4033, 40/F., Sun Hung Kai Centre, 30 Harbour Road, Wanchai, Hong Kong

香港灣仔港灣道30號新鴻基中心40樓4024至4033室

Mouette Securities Company Limited (“MSCL”)

海盈證券有限公司 (「海盈證券」)

(Please tick appropriate box 請勾選適當的空格)

1. Discretionary Account Service 委託帳戶服務	
A. Please select the service required 請選擇所需服務	<input type="checkbox"/> Discretionary Trading Service 全權委託交易服務 Or 或 <input type="checkbox"/> Discretionary Asset Management Service 全權資產管理服務
B. Custody Services 保管服務 (Choose either one 請選其中一項)	<input type="checkbox"/> MSCL Only 只有MSCL; <input type="checkbox"/> Having Third Party Custodian (please complete Section 7) 有第三方保管人 (請填妥第7部分)
C. Effective Date 生效日期 _____ year 年 _____ month 月 _____ day 日	
D. MSCL’s Authorized Representative 海盈證券授權代表	
<input type="checkbox"/> Name 姓名: _____ (CE No. 中央編號: _____) (The Authorized Representative is a licensed representative of Mouette Securities Company Limited. 授權代表為海盈證券有限公司的持牌代表。)	
Or 或	
<input type="checkbox"/> Any employee or representative of MSCL as appointed by MSCL from time to time. 任何不時獲海盈證券指派的其持牌代表。	
2. Financial Background 財務背景	
The value should be stated in Hong Kong dollars (HK\$) 價值應以港幣填寫 (HK\$)	
<input type="checkbox"/> Cash Value 現金價值: _____ <input type="checkbox"/> Stocks Value 股票價值: _____ <input type="checkbox"/> Bonds Value 債券價值: _____ <input type="checkbox"/> Unit Trusts/Mutual Funds Value 單位信託/互惠基金價值: _____ <input type="checkbox"/> Property Value 物業價值: _____ <input type="checkbox"/> Own 自置 <input type="checkbox"/> Mortgaged 有按揭 <input type="checkbox"/> No Mortgage 無按揭 <input type="checkbox"/> Rented 租賃 <input type="checkbox"/> Quarters 宿舍 <input type="checkbox"/> Family Property 家族物業 <input type="checkbox"/> Other Products Value 其他產品價值: <input type="checkbox"/> Other Investment Products (please specify) 其他投資產品(請列明): _____ Value 價值: _____ <input type="checkbox"/> Other Derivative Products (please specify) 其他衍生產品(請列明): _____ Value 價值: _____	
3. Source of Funds 資金來源 (Can choose more than one categories 可選多於一項)	
Additional supporting documents may be required. 如有需要會因應公司要求而遞交相關文件。	
<input type="checkbox"/> Salary 薪金 <input type="checkbox"/> Investment Profit 投資利潤 <input type="checkbox"/> Pension 退休金 <input type="checkbox"/> Sale of Assets/Property 出售資產/物業 <input type="checkbox"/> Inheritance 遺產繼承 <input type="checkbox"/> Business Profit 商業利潤 <input type="checkbox"/> Others 其他: _____	
4. Investment Guidelines and Restriction(s) 投資指引及限制	
A. Market Restriction(s) 市場限制	
(If you do not wish to invest in specific market(s), please tick the appropriate box below. 如閣下不希望投資予特定市場，可於以下適當方格加上“✓”號。)	
<input type="checkbox"/> No Restriction 沒有限制 <input type="checkbox"/> Main Board 主板 <input type="checkbox"/> GEM 創業板 <input type="checkbox"/> Stock Connect Northbound Trading 滬深港通北向交易 <input type="checkbox"/> Others 其他: _____	
B. Product Restriction(s) 產品限制	
(If you do not wish to invest in specific product(s), please tick the appropriate box below. 如閣下不希望投資予特定產品，可於以下適當方格加上“✓”號。)	
<input type="checkbox"/> No Restriction 沒有限制 <input type="checkbox"/> Stocks 股票 <input type="checkbox"/> Bonds 債券 <input type="checkbox"/> Warrant/CBBC 窩輪/牛熊證 <input type="checkbox"/> IPO 認購新股 <input type="checkbox"/> ELI/ELN 股票掛鈎工具/票據 <input type="checkbox"/> Stock Options 股票期權 <input type="checkbox"/> Futures Contracts 期貨 <input type="checkbox"/> Exchange Traded Funds 交易所買賣基金 <input type="checkbox"/> Leveraged FX 槓桿式外匯 <input type="checkbox"/> Investment Fund 投資基金 <input type="checkbox"/> Real Estate Investment Trusts 房地產投資信託 <input type="checkbox"/> Others (please specify) 其他 (請列明): _____	

C. Trading Restriction(s) 交易限制

Credit Limit/Loan Amount 借貸額/貸款額

Amount 額度 (HK\$)

1. The maximum credit limit applicable to securities margin

證券保證金最高借貸額為

_____ or 或

No Restriction
沒有限制

2. The maximum loan amount of financing for IPO subscription

認購新股融資最高貸款額為

_____ or 或

No Restriction
沒有限制

Other trading restriction(s) as specified below# (if any) 在以下指明的其他交易限制# (如有)

(If there is insufficient space, please attach a separate sheet(s)): (如空位不足, 請另紙書寫):

The investment guidelines and restriction(s) above apply at the time of purchase only, and failure to comply with any specific guideline(s) or restriction(s) contained herein because of market fluctuation, changes in the capital structure of any Portfolio company, ratings agency or credit ratings changes or withdrawals or other events outside of MSCL's control will not be deemed a breach of these guidelines or the Client Agreement.

Any investment not permitted by this Section may be permitted by written consent of the Client.

#以上投資指引及限制只適用於買入時。因市場波動、投資公司資本結構改動、評級機構或信用評級改動或撤銷或其他處於海盈證券的控制之外的事情, 導致不能遵守此處的任何特定指引或限制, 不應被視作違反本指引或客戶協議。任何本投資指引不允許的投資可由客戶另紙同意。

5. Investment Mandate 投資委託 (Applicable to Discretionary Asset Management Service 適用於全權資產管理服務)

A. Investment Objective 投資目標

Capital Preservation 資產保值

Income Oriented 收入為本

Balanced Growth 均衡增長

High Growth 高速增長

B. Risk Profile of Target Portfolio 目標投資組合的風險程度

The risk profile should match with the risk tolerance level assessed in the latest RPQ. 風險程度應與最近風險取向問卷所得之風險承受程度匹配。

Low 低

Low-to-medium 低至中

Medium 中

Medium-to-high 中至高

High 高

C. Geographic Spread 地域分布

Hong Kong 香港

Americas 美洲

Asia Pacific 亞太地區

Europe 歐洲

Global 環球

Others 其他: _____

D. Performance Benchmark (if any) 表現基準 (如有): (If there is insufficient space, please attach a separate sheet(s)): (如空位不足, 請另紙書寫):

E. Investment Amount (if applicable) 投資金額 (如適用)

1. Initial Investment Amount 初始投資額 (HK\$): _____

2. Minimum Holding Amount 最低持有金額 (HK\$): _____

3. Minimum Additional Amount 最低額外投資額 (HK\$): _____

F. Asset Allocation of Portfolio 投資組合的資產分配

The asset allocation parameters of the portfolio are identified as follows, Mouette Securities Company Limited shall, subject to limitations imposed, perform investment accordingly. 海盈證券有限公司會因應以下投資組合的資產分配參數之限制進行投資。

Asset Class 資產類別	Maximum Exposure* (%) (Percentage of Portfolio) 投資上限 (%) (佔該投資組合的百分率)	Client's signature is required to confirm if the maximum exposure equal to or above 30% of the portfolio 如投資上限為投資組合的30%或以上，客戶須簽署確認
Equities 股票: including but not limited to stocks, shares, options, warrants, IPO Subscription 包括(但不限於)股票、股份、期權、權證、新股認購		Not Applicable 不適用
Fixed Income 定息產品: including but not limited to bonds, notes, debentures, loan stocks, convertible bonds and treasury bills 包括(但不限於)債券、票據、債權證、借貸股票、可換股債券及國庫券		Not Applicable 不適用
Mutual Funds/ Unit Trusts 互惠基金/單位信託基金		Not Applicable 不適用
Exchange-traded Funds (ETF) 交易所買賣基金		Not Applicable 不適用
Real Estate Investment Trusts (REITs) 房地產投資信託		Not Applicable 不適用
Leveraged & Inverse Products (L&I) 槓桿及反向產品		
Derivatives 衍生產品: including but not limited to derivative warrants, callable bull/bear contracts (CBBC) 包括(但不限於)衍生權證、牛熊證		
Structured Products 結構性產品: including but not limited to equity-linked notes, currency linked deposit 包括(但不限於)股票掛鈎票據、貨幣掛鈎存款		
Others, please specify 其他，請說明: _____		(Subject to the asset class 視乎資產類別而定)

* Note: "Maximum Exposure" refers to the maximum limit that the Portfolio may invest in a particular asset class, not the actual asset allocation % of the Portfolio.
注意：“投資上限”指投資組合可投資於特定資產類別的上限，並非實際資產分配百分比。

6. Disclosure of Benefit and Charges 收益及收費披露 (Applicable to Discretionary Asset Management Service 適用於全權資產管理服務)

A. Benefit from Product Issuer(s) 從產品發行人所得收益

Type of investment product 投資產品種類	Monetary benefits receivable or trading profits made by MSCL and/or its associate 海盈證券及/或其有聯繫者可取得的金錢收益或可賺取的銷售利潤
Bonds 債券	1) New Issue Bonds: up to _____% of the total nominal value; 首次發行債券: 最高為總票面面值的_____% ; 2) Secondary Market Bonds: up to _____% of the investment amount for trading profit; 二手市場債券: 最高為有關投資額的_____% 為銷售利潤;
Funds 基金	1) Initial Commission Rebate: up to _____% of the subscription amount; and/or 首次佣金回佣: 最高為認購金額的_____% ; 及/或 2) Trailer Fee: receive from the product issuer up to _____% of the Fund's annual management fees as ongoing commission every year throughout the term of your investment. 後續費用: 從產品發行人最多收取該基金的年度管理費的_____%，作為海盈證券在閣下的整段投資期間內每年持續收取的佣金。
Private Banks / Third Party Brokerage Firms 私人銀行 / 第三方證券公司	1) MSCL and/or its associates may receive commissions and/or rebates up to 50% on the commissions and fees* charged by private banks / third party brokerage firms 海盈證券及/或其有聯繫者可從私人銀行/第三方證券公司收取最多百分之五十的佣金及/或收費*。 *For the charges and fees, please refer to the fee schedule of the respective private banks / third party / brokerage firms. *詳情請參閱有關第三方的收費表。

Others (please specify): 其他 (請說明): 	
Type of investment product 投資產品種類	Non- monetary / Non-quantifiable monetary benefit (if applicable) 非金錢收益 / 無法量化金錢收益 (如適用)

* MSCL may change the content herein from time to time subject to prior notice to Client. 在事先知會客戶的前提下，海盈證券可不時更改本部內容。

B. Management Fee and Performance Fee 管理費及表現費

Type of Fee 收費類別	<p>Management Fee 管理費: Management fee shall be accrued daily at an annual rate on the net asset value (net of all other fees and expenses) (the “NAV”) of your investment portfolio on each calendar day since inception of the portfolio, and is payable quarterly in arrears at the end of each quarter. Management fee is payable irrespective of the return of the investment and will be deducted at the end of each quarter or upon termination of this Service (whichever is earlier) by MSCL from your Account. 管理費將以閣下投資組合成立後於每曆日根據閣下投資組合的資產淨值(已扣除所有其他費用及支出)(「資產淨值」)按年率累算，並於每曆季終結時繳付。不論投資項目的回報多寡，海盈證券將會按季度或於本服務終止時(以較早者為準)從閣下的帳戶中扣除管理費。</p> <p>Performance Fee 表現費: Performance fee is calculated on the last calendar day of the relevant performance period or the date of termination of this Service (whichever is earlier) provided that the NAV is greater than the High Water Mark. Performance fee shall be payable quarterly, semi-annually or annually (as indicated below) in arrears after the end of the relevant performance period. 表現費指於相關表現期的最後一個曆日或本服務終止日期(以較早者為準)的資產淨值計算，前提是資產淨值大於高水位。表現費於每季度、半年度或年度的相關表現期(於下方指明)結束後支付。</p> <p>“High Water Mark” means an high water mark which is initially set at the initial investment amount. Where a Performance Fee is payable to MSCL for a performance period, the NAV on the last valuation day of that performance period will be set as the high water mark for the next performance period. 「高水位」指初始設定為初始投資額的高水位。之後每當海盈證券就一個表現期收取表現費時，該表現期最後估值日的資產淨值將被設定為下一個表現期的新高水位。</p> <p>Performance fee will be adjusted proportionally after taking into account any contributions or withdrawals of the Client during any performance period. 考慮到客戶在任何表現期內所作的任何注資或提款後，表現費將會按比例予以調整。</p> <p>Performance Period 表現期: (Please tick the appropriate box below 請在以下適當空格加 “✓”)</p> <p><input type="checkbox"/> Quarterly (quarter ended on the last calendar day of March, June, September and December) 季度 (截至3月、6月、9月和12月最後一個曆日的季度期)</p> <p><input type="checkbox"/> Semi-annually (semi-annual period ended on the last calendar day of June and December) 半年度 (截至6月和12月最後一個曆日的半年期)</p> <p><input type="checkbox"/> Annually (year ended on 31 December) 年度 (截至12月31日的年度期)</p>		
	Management fee 管理服務費	<input type="checkbox"/> Monthly 月度 <input type="checkbox"/> Quarterly 季度 <input type="checkbox"/> Annually 年度	<p>_____ % of AUM 管理資產總值的_____%</p>
	Performance Fee 表現費	<input type="checkbox"/> Monthly 月度 <input type="checkbox"/> Quarterly 季度 <input type="checkbox"/> Annually 年度	<p>_____ % of Net Profit 淨利潤的_____%</p>
HK Stock 香港股票	Up to 0.25% of the transaction amount; 最高為交易金額的0.25%		

	HK ETF 香港交易所買賣基金	Up to 0.7% of the transaction amount; 最高為交易金額的0.7% ;
	US Stock / ETF 美國股票/交易所買賣基金	Up to 0.4% of the transaction amount; 最高為交易金額的0.4% ;
	Ongoing wrap fee 年度包管費	Up to 2.25% of the value of assets under management; 最高為客戶資產淨值的2.25% ;
	Injection fee 注入費	Up to 4.75% of the injection of new funds; 最高為注入新資金金額的4.75% ;
Calculation of Performance Fee & Illustrative Examples 表現費計算及說明例子	<p>Calculation of Performance Fee 表現費計算: (NAV as at the last valuation date of the performance period – High water mark) × Performance fee rate (表現期內最後估值日的資產淨值 – 高水位) × 表現費率</p> <p>Examples 例子: Initial Investment Amount: HK\$10,000,000 初始投資款項: 10,000,000港元 Performance fee rate: 20% 表現費率: 20%</p> <p>(a) At 1st performance period end NAV: HK\$20,000,000 (with a total return of 100%) 在第一個表現期末資產淨值: 20,000,000港元 (總回報為100%) Performance Fee is payable as the NAV as at the end of the 1st performance period exceeds the High Water Mark (i.e. HK\$10,000,000). The amount of the Performance Fee payable shall be (HK\$20,000,000 – HK\$10,000,000) x 20% = HK\$2,000,000. 當第一個表現期末的資產淨值高於高水位 (即: 10,000,000港元) 時, 則應支付表現費。表現費金額應為 (20,000,000港元–10,000,000港元) x 20% = 2,000,000港元。</p> <p>(b) At 2nd performance period end NAV: HK\$ 30,000,000 (with a total return of 50%) 在第二個表現期末資產淨值: 30,000,000港元 (總回報為50%) Performance Fee is payable as the NAV as at the end of the 2nd performance period exceeds the 1st performance period High Water Mark (i.e. HK\$20,000,000). The amount of the Performance Fee payable shall be (HK\$30,000,000 – HK\$20,000,000) x 20% = HK\$2,000,000. 當第二個表現期末的資產淨值高於第一個表現期高水位 (即: 20,000,000港元) 時, 則應支付表現費。表現費金額應為 (30,000,000港元–20,000,000港元) x 20% = 2,000,000港元。</p> <p>(c) At 3rd performance period end NAV: HK\$21,000,000 (with a total return of -30%) 在第三個表現期末資產淨值: 21,000,000港元 (總回報為 -30%) No Performance Fee is payable as the NAV as at the end of the 3rd performance period compare with NAV as at the end of the 2nd year achieved a negative total return. (i.e. 3rd performance period end NAV is lower than the High Water Mark) 由於第三個表現期末與第二個表現期末的資產淨值比較錄到總負回報(即第三個表現期末資產淨值低於高水位), 故此不用支付表現費。</p>	

7. For Having Third Party Custodian(s) 如有第三方保管人

Power of Attorney (Third Party Custodian) 授權書 (第三方保管人)

I/We the undersigned, hereby appoint MSCL to be my/our attorney (hereinafter called “Authorized Representative”) of my/our accounts as set out in the schedule below to buy and sell and to enter into sale, purchase, borrowing, lending or pledge of or otherwise dealing in securities on margin or otherwise from time to time in its absolute discretion for my/our account and risk. 本人/吾等簽字人, 謹此委任海盈證券為本人/吾等於下面附錄所列出的本人/吾等的帳戶之代理人/授權人(下稱「授權代表」), 全權不時為本人/吾等的帳戶以及由本人/吾等承受風險下, 買賣證券及/或期貨及訂立其買賣、借貸、質押或其他處理方式, 不論以保證金或其他形式。

Schedule 附錄

Name of Third Party Custodian 第三方保管人名稱	A/C Number 帳戶號碼	Restriction(s)/Remarks 限制/備註

8. Client Acknowledgement 客戶確認

I/we hereby request MSCL to open an account as selected in Section 1 on a discretionary basis ("the Account"). I/We hereby acknowledges, declares and confirms that:

本人/吾等謹此向海盈證券申請以全權委託形式開立第 1 部分所選擇的帳戶（「帳戶」）。本人/吾等謹此承諾、聲明並確認：

1. I/We hereby acknowledge and agree to all the terms and conditions of the Client Agreement and the Discretionary Management Agreement and to abide by the Client Agreement and the Discretionary Management Agreement (including the General Terms and Conditions and the applicable Additional Terms and Conditions) ("Terms and Conditions"), the Securities and Futures Ordinance and the subsidiary legislations, rules, guidelines and codes made thereunder, and the rules and regulations of any relevant exchange company(ies), clearing house(s) and exchange controller(s) (including but not limited to the Stock Exchange of Hong Kong Limited (SEHK) and the Hong Kong Securities Clearing Company Limited (HKSCC), whichever is applicable) and regulatory body(ies) in Hong Kong and/or overseas as amended from time to time governing the transactions in the Account.

本人/吾等謹此承認和同意遵守客戶協議及全權委託帳戶協議的所有條款（包括一般條款及條件，以及適用的附加條款及條件）、證券及期貨條例及其附屬法例、以及相關交易所、結算所及控制人（包括但不限於香港聯合交易所及香港中央結算，如適用）及香港及/或海外監管機構不時修訂以規管於該帳戶進行的交易之條例及規則，並受其約束。

2. I/We declare that all information in this Application is true, complete and correct and that I/we have not willfully withheld any material fact(s). MSCL is entitled to rely fully on such information for all purposes relating to the Account(s) and the transactions contemplated by the Terms and Conditions, unless I/We inform MSCL in writing of any change to that information. MSCL is authorized at any time to contact anyone, including the my/our bankers, brokers or any credit agency, for the purposes of verifying the information provided in this Application. I/we undertake to notify MSCL as soon as possible of any changes to the information contained in this Application.

本人/吾等聲明本申請所提供的全部資料均屬真實、完整及正確，亦未刻意隱瞞任何重要事實。除非海盈證券接到更改有關本申請內容的書面通知，否則海盈證券有權全面依賴此等資料就有關帳戶及按照條款及條件預計進行的交易作任何用途。海盈證券有權隨時聯絡本人/吾等之銀行、經紀或任何信貸機構作核實本申請之用途。本人/吾等承諾，如本申請內所載之資料有任何更改，將盡早通知海盈證券。

3. I/We hereby acknowledge and confirm that this Application Form, the Terms and Conditions, the Risk Disclosure Statement, the Personal Data Privacy Statement and the Standard Fee Schedule have been provided and explained to me/us in a language (English or Chinese) of my/our choice and I/we have been invited to read them carefully, ask questions and seek independent advice if I/we so wish. I/We also confirm that I/we have retained a copy of the above for my/our reference.

本人/吾等謹此承認並確定本人/吾等已獲得按照本人/吾等所選語言（中文或英文）的申請表格、條款及條件、風險披露聲明、個人資料私隱聲明及收費表並獲得其解釋，以及本人/吾等已獲邀請細閱此等文件，提出問題及如有意願，徵求獨立意見。本人/吾等確認已經保留此等文件副本乙份，以作備考之用。

4. I/We hereby acknowledge and agrees that the requested information and documents should be obtained from me/us prior to account opening. If the information and the required documents are not obtained and identity verification is not completed within 30 working days after opening the Account, the Account may be suspended until all required information is obtained. If identity verification is not completed within 90 working days after opening the Account, the Account may be terminated.

本人/吾等明白及同意於開立帳戶前提交所需的文件/資料。如未能於開立帳戶後 30 個工作天內提交有關資料及文件並完成身分核實程序，帳戶可被凍結直至取得有關資料。如在 90 個工作天內仍未能完成身分核實程序，帳戶可被終止。

5. I/We understand that I/we might be required to provide additional information or submit documentary proof as to the information provided in this application as and when requested by MSCL.

本人/吾等明白須隨時應海盈證券的要求提供進一步資料或就此申請書上所提供的資料呈遞書面證明。

6. In connection to Structured and Derivative Products, I/we acknowledge that I/we have carefully read and fully understand the content of Risk Disclosure Statement as provided. If I/we decide to trade the Structured and/or Derivatives Products, I/we agree to bear the risks involved. I/We confirm that I/we shall make my/our own risk assessment, or seek independent professional advice before trading in Structured and/or Derivative Product(s), and that I/we have sufficient net worth to be able to assume the risks and bear the potential losses for my trades in Structured and/or Derivatives Product(s).

本人/吾等確認已細心閱讀及完全明白有關結構性及衍生產品的風險披露聲明的內容。如果本人/吾等決定買賣該等結構性及/或衍生產品時，本人/吾等同意承擔有關風險。本人/吾等確認，在買賣結構性及/或衍生產品前，本人/吾等將會進行自我風險評估或尋求獨立專業意見，並擁有足夠資本承擔有關風險及損失。

7. I/We hereby authorize MSCL, in its 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 transfer any fund (including interest derived), securities and/or securities collateral among my/our accounts opened with MSCL for settlement purpose and/or for the satisfaction of any margin requirements, or satisfying my/our obligations or liabilities to MSCL, whether such obligations or liabilities are actual or contingent, primary or collateral, secured or unsecured or joint or several;

本人/吾等授權海盈證券可按其絕對酌情權，毋須向本人/吾等提供任何事先通知或獲取本人/吾等的事先確認及/或指示，而將全部或任何部分款項（包括衍生利息）、證券及/或證券抵押品從本人/吾等於海盈證券開立的帳戶中相互轉帳以作為交收及/或滿足任何保證金要求、或以履行本人/吾等對海盈的義務或法律責任，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；

8. I/We hereby agree to indemnify, and to keep indemnified, MSCL and its directors, employees and representatives 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 above authority.

本人/吾等謹此同意就海盈證券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向海盈證券及其董事、職員及代表作出賠償，並保障該公司免受損害。

9. I/We hereby acknowledge and confirm that I/we have given the discretionary authority to authorize MSCL to deal with my/our monies and the

contents of the discretionary authority have been explained to me/us and I/we understand the contents of it.

本人/吾等謹此承認並確定本人/吾等已授予海盈證券全權委託以處置本人/吾等的證券及款項，並且本人/吾等就該全權委託的內容已獲得解釋，及本人/吾等明白其內容。

10. I/We hereby agree that unless otherwise specified in the Investment Guidelines and Trading Restriction(s), and Investment Mandate above, MSCL has the sole discretion to conduct transactions for the Account without restrictions on the investment choices, investment holding period, portfolio concentration, borrowing and use of derivatives, provided that MSCL shall, on a best effort basis, observe the trading restriction(s) set out herein above. I/We hereby expressly agree and acknowledge that MSCL and the Authorized Representative shall not be liable for any losses which may arise from the trading transactions in the Account and that I/we shall indemnify and keep MSCL and the Authorized Representative fully indemnified at all times against all actions, proceedings, claims, loss, damage, costs and expenses which may be brought against MSCL and/or the Authorized Representative.

本人/吾等謹此同意除非在上述投資指引及交易限制及投資委託另有指明外，海盈證券將可全權酌情為本帳戶進行交易，而在投資選擇、投資持有期間、投資組合集中程度、借貸及衍生工具運用等方面不受限制，唯海盈證券須盡最大努力遵守上述交易限制。本人/吾等謹此同意及承認海盈證券及授權代表不需為本帳戶之交易引致的任何損失負責，以及就海盈證券及/或授權代表招致/承擔的訴訟、法律程序、申索、損失、損害、費用及開支，彌償他們及讓他們獲得彌償。

11. I/We hereby understand and acknowledge that:-

(For New Issue Bonds /Funds / Structured Products) MSCL is NOT an independent intermediary because: (i) MSCL receives fees, commissions, or other monetary benefits from other parties (which may include product issuers) in relation to our distribution of investment products to the Client. For details, Client should refer to MSCL's disclosure on monetary benefits which is set out in Section 6 of this Application and MSCL is required to deliver to Client prior to or at the point of entering into any transaction in investment products; and/or (ii) MSCL receives non-monetary benefits from other parties, or have close links or other legal or economic relationships with issuers of products that we may distribute to the Client.

(For Secondary Market Bonds) MSCL is an independent intermediary because: (i) MSCL does not receive fees, commissions, or any other monetary benefits, provided by any party in relation to our distribution of any investment product to the Client; and (ii) MSCL does not have any close links or other legal or economic relationships with product issuers, or receive any non-monetary benefits from any party, which are likely to impair our independence to favour any particular investment product, any class of investment products or any product issuer.

本人/吾等茲明白並承認：-

(適合於首次發行債券 / 基金 / 結構性產品) 海盈證券並非獨立的中間人，理由如下：(i)海盈證券有收取由其他人士(可能包括產品發行人)就我們向閣下分銷投資產品而提供的費用、佣金或其他金錢收益。詳情請參閱本申請第6部分以及我們按規定在訂立任何投資產品交易前或在訂立任何投資產品交易時須向閣下提供的金錢收益披露；及/或(ii)海盈證券有收取由其他人士提供的非金錢收益，或與我們可能向閣下分銷的產品的發行人有緊密聯繫或其他法律或經濟關係。

(適用於二手市場債券) 海盈證券是獨立的中間人，理由如下：(i)海盈證券沒有收取由其他人士就海盈證券向閣下分銷任何投資產品而提供的費用、佣金或任何其他金錢收益；及(ii)海盈證券與產品發行人沒有任何緊密聯繫或其他法律或經濟關係，或沒有從任何人士取得任何非金錢收益，而這些聯繫、關係或收益可能損害我們的獨立性，使我們偏向任何特定投資產品、任何投資產品類別或任何產品發行人。

12. I/We agree to pay such fees and charges as set out in Section 6 "Fees" ("Fee Schedule") or as MSCL may from time to time prescribe. I/We further agree to the deduction by MSCL from my/our Account such fees and charges as are payable to MSCL as set out in the Fee Schedule.

本人/吾等同意按第6部分之“收費”(「收費表」)之規定或海盈證券可不時修訂之規定支付該等服務費。本人/吾等同意由海盈證券從本人/吾等的帳戶扣除根據收費表之應付予海盈證券的服務費。

13. (If the Client has third party custodian) I/We jointly and severally hereby ratify, confirm and agree at all times to ratify and confirm all act(s) and thing(s) MSCL and the Authorized Representative acting on its behalf, shall lawfully do or cause to be done under the Power of Attorney including anything which shall be done before (i) the revocation of the Power of Attorney by my/our death/dissolution or insolvency or in any other manner and (ii) notice of such revocation reaching the Authorized Representative. Any act or thing done after the revocation of the Power of Attorney by my/our death/dissolution or insolvency or otherwise shall be valid unless notice in writing of its revocation has been received by MSCL and/or the Authorized Representative.

(如客戶有第三方保管人) 本人/吾等共同及各別謹追認及確認，以及同意在整段期間追認及確認海盈證券及授權代表根據本授權書可合法進行或安排進行的一切行為與事項，包括(i)在此授權書因本人/吾等死亡/解散、破產或其他方式而撤銷，並且(ii)在撤銷通知送達授權代表之前，已進行的任何事項。任何在此授權書因本人/吾等死亡/解散、破產或其他方式而撤銷後進行的事項，均屬有效，除非海盈證券及/或授權代表已收到撤銷的書面通知。

Client Signature & Chop (if applicable):

客戶簽署及印章(如適用)

S.V. by:

Date:

日期

14. Declaration by the Representative 持牌代表聲明

I, _____ (name of representative) with SFC CE No. _____, have explained the essential contents in this section in a language (English or Chinese) which _____ (client name) chooses and understands.

本人_____ (持牌代表姓名)在證監會之中央編號為_____，以客戶選擇及明白的語言(中文或英文)，向_____ (客戶姓名)解釋本部分之重要內容。

Signature 簽署: _____

Date 日期: _____

FOR INTERNAL USE ONLY 僅供內部使用			
	Checked By Account Executive 客戶主任檢閱	Approved By RO 負責人員審批	<i>(Applicable to Discretionary A/C Opening)</i> <i>(適用於開立全權委託帳戶)</i>
			Approved By RO 負責人員審批
Signature 簽署:			
Name 姓名:			
Date 日期:			
Inputted by:			