

## Limited Power of Attorney (Individual Account/Joint Account)

### 有限授權書 (個人帳戶/聯名帳戶)

TO/ 致: HPI Bullion Limited

Unit 2, 23/F, W668, 668 Castle Peak Road, Kowloon, Hong Kong

香港九龍荔枝角青山道 668 號 W668 23 樓 2302 室

Account Name and Number: \_\_\_\_\_

帳戶名稱和號碼:

NOW THIS DEED WITNESSES AS FOLLOWS:

本授權書人見證如下:

I/We have entered into a client agreement ("Agreement") with HPIB dated \_\_\_\_\_ and this Schedule is deemed to be incorporated therein.

本人/吾等已於\_\_\_\_\_年\_\_\_\_\_月\_\_\_\_\_日與 HPIB 簽訂客戶協議(「本協議」); 本附件視作本協議的一部分。

I/We hereby authorise the following person ("the Attorney") as my/our Attorney and in my/our name and on my/our behalf to buy and sell and deal in bullion margin trading transactions.

本人/吾等茲授權以下人士("代理人")作為本人/吾等的代理人, 以本人/吾等的名義代表本人/吾等買進與賣出以及進行貴金屬保證金交易。

#### ATTORNEY INFORMATION 代理人資料

English Name: 英文姓名:	Chinese Name: 中文姓名:
HKID/Passport No.*: 香港身份證/護照號碼*: <small>*Please provide a copy of identification 請提供身份證明文件副本以供辦理</small>	Date of Birth (DD/MM/YY): 出生日期(日/月/年):
Tel/Mobile No.: 電話/手提電話:	Email Address: 電郵地址:

1. In consideration of HPIB agreeing to act on the instructions of the Attorney, I/we hereby agree as follows:

基於 HPIB 同意依代理人指示行事, 本人/吾等同意:

a) to indemnify HPIB and keep HPIB indemnified from and against all demands, claims, liabilities, losses, damages and expenses whatsoever (including interests, penalties, legal and other costs and any taxes thereon) incurred by HPIB as a result of acting on the instructions of the Attorney. However, nothing in this paragraph shall limit or purport to limit any liability HPIB may have to me/us for any contravention;

對 HPIB 依據代理人指示行事而招致的所有索求、索賠糾紛、債務、虧損、損害與開支(包括利息、罰款、法律與其他費用及其任何稅款), 均給予賠償與免責保障。但本項的任何規定不限制或不意味限制 HPIB 可能因違反任何規定而必須對本人/吾等承擔的任何責任;

b) to pay to HPIB on demand of all losses, indebtedness due by me/us to you and all debit balances on my/our account with HPIB.

按 HPIB 要求支付本人/吾等的所有虧損和債務, 以及本人/吾等在 HPIB 帳戶的所有借方餘額。

2. The Attorney as my/our agent and on my/our behalf is authorised to do and perform any act and thing required to be done and performed by me/us concerning my/our account with you and the Attorney is authorised to act for me/us and on my/our behalf in the same manner and with the same force and effect as I/we might or could do with respect to my/our account.

代理人作為本人/吾等的代理人並代表本人/吾等行事, 獲授權執行和辦理本人/吾等就本人/吾等在 HPIB 帳戶應執行和辦理的任何行為與事項。代理人並獲授權得就本人/吾等的帳戶, 為本人/吾等及代表本人/吾等行事, 其行為與效力均視同本人/吾等親自所為。

Should there be any discrepancy between the English and Chinese version, the English version shall prevail.

此中文譯本只供參考之用, 如與英文有任何歧異, 概以英文為準。

V082018

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Initial 簡簽 \_\_\_\_\_

## Limited Power of Attorney (Individual Account/Joint Account) - Continued

### 有限授權書 (個人帳戶/聯名帳戶) - (續)

3. I/We agree to ratify and confirm all the acts of the Attorney in connection with the matters referred to herein. This authorisation and indemnity is in addition to (and in no way limits or restricts) any rights which either party has under the Agreement or any other agreements between both parties.  
本人/吾等同意批准和確認代理人就上述相關事宜的所有行為。本項授權與免責保障，是雙方依據本協議或雙方之間所訂立的任何其他協議的任何權利以外的額外權利，且不受本協議及其他協議的限制。
4. This authorisation and indemnity is a continuing one and shall remain in full force and effect until revoked by me/us upon written notice to HPIB provided always that:  
本項授權與免責保障是持續性的，其有效期至本人/吾等以書面通知 HPIB 撤銷時止；但：
- a) any such revocation shall not take effect before such notice is received by HPIB at the address of the HPIB's principal place of business; and  
任何上述授權之撤銷於 HPIB 在註冊營業地址接獲通知前無效；以及
- b) such revocation shall not in any event affect, exclude or limit any liability in any way resulting from anything done by the Attorney under this Deed prior to revocation.  
該授權之撤銷不得影響、排除或限制代理人在該撤銷前已依據本授權書所作任何行為而引起的任何責任。
5. This authorisation and indemnity shall inure to the benefit of HPIB and any of its successors irrespective of any change or changes at HPIB or any of its successor firms.  
本項授權與免責保障應保障 HPIB 及其任何繼任人的權益，不論 HPIB 或其任何繼任經紀商是否有任何改變。
6. The selection and appointment of the Attorney is entirely at my/our discretion based on my/our own assessment of the suitability and appropriateness of the appointment and my/our due diligence, research, risk appetite and trading needs. I/We confirm that I/we have not relied on HPIB or its representatives in making my/our decision to appoint the Attorney. 選擇及委任代理人完全是由本人/吾等的酌情權及基於本人/吾等對其進行的合適性與適當性評估及本人/吾等的盡職審查、調查研究、風險偏好及交易需求而作出的決定。本人/吾等謹此確認本人/吾等並無依賴 HPIB 或其代表的任何建議作出選擇及委任代理人的決定。
7. I/We agree that it is solely my/our responsibility to periodically review the performance of the Attorney as deemed necessary by me/us.  
如需要，本人/吾等同意履行定期審查代理人的表現的責任。
8. This Deed shall be governed by the Laws of Hong Kong Special Administrative Region and the parties hereto submit to the non-exclusive jurisdiction of the Courts of Hong Kong Special Administrative Region as regards any claim or matter arising in relation to this Deed.  
本授權書應由香港特別行政區法律管轄。雙方並同意，凡因本授權書引起的任何糾紛或問題，均接受香港特別行政區法院的非專屬管轄權。

ACCOUNT HOLDER PRINT NAME AND SIGNATURE 帳戶持有人姓名 (正楷) 及簽署	
Individual Account Holder/ Joint Account Holder (1): 個人帳戶/ 聯名帳戶(1):	Date: 日期:
Joint Account Holder (2): 聯名帳戶(2):	Date: 日期:
Attorney: 代理人:	Date: 日期:

Should there be any discrepancy between the English and Chinese version, the English version shall prevail.

此中文譯本只供參考之用，如與英文有任何歧異，概以英文為準。

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Initial 簡簽 \_\_\_\_\_