

 **Manulife Asset Management**

**MANULIFE ASSET MANAGEMENT
(HONG KONG) LIMITED**
宏利資產管理(香港)有限公司

Client Agreement
客戶協議

(for Company)
(公司客戶適用)

CLIENT AGREEMENT

客戶協議

This Agreement is made between **Manulife Asset Management (Hong Kong) Limited**, a corporation licensed with the Securities and Futures Commission (the “**SFC**”) to carry on Type 1 (dealing in securities), Type 2 (dealing in futures contracts), Type 4 (advising on securities), Type 5 (advising on futures contracts) and Type 9 (asset management) regulated activities (CE No. ACP555) under Part V of the Securities and Futures Ordinance (Chapter 571 of the Laws of Hong Kong) of 16th Floor, Lee Garden One, 33 Hysan Avenue, Causeway Bay, Hong Kong (“**MAMHK**”, “**we**” or “**us**”); and the Client named in Schedule II hereto (the “**Client**”)(this “**Agreement**”).

In consideration of the mutual covenants herein contained, the receipt of which is acknowledged, the following terms and provisions (the “**Terms**”) of this Agreement apply to any Account opened by the Client.

1. Definitions and Interpretation

1.1 The following words and phrases shall have the following meanings when used in this Agreement.

“ Account ”	means the account established by the Client with any Collective Investment Scheme in respect of its dealings in Units;
“ Associate ”	means any subsidiary or holding company of MAMHK or any subsidiary of such holding company;
“ Collective Investment Scheme ”	means any mutual fund, unit trust or other collective investment scheme whose Units are distributed by MAMHK;
“ Dealing Transaction ”	means any subscription, switching, transfer or redemption of Units;
“ Manulife Fund ” ¹	means any investment fund sponsored or managed from time to time by any member of the Manulife Group, whose Units are distributed by MAMHK;
“ Manulife Group ” ²	means Manulife Financial Corporation and its subsidiaries and affiliates (including but not limited to Manulife (International) Limited, Manulife Provident Funds Trust Company Limited and MAMHK); and
“ Units ”	means the units, shares or other interests in any Collective Investment Scheme, including relevant sub-fund(s) of the Collective Investment Scheme.

1.2 The following references apply in the interpretation of this Agreement, unless the context requires otherwise:

- 1.2.1 A reference to any statute, regulation, rule or similar instruments includes any consolidations, amendments or re-enactments of it, any replacements of it, and any regulation or other statutory instrument issued under it.
- 1.2.2 A reference to the singular includes the plural number and vice versa.
- 1.2.3 A reference to a gender includes a reference to each gender.
- 1.2.4 A reference to a party means a person who is named as a party to this Agreement.
- 1.2.5 A person includes a firm, corporation, body corporate, unincorporated association and a governmental authority.

1.2.6 A reference to a party or a person includes that party’s or person’s executors, legal personal representatives, successors, liquidators, administrators, trustees in bankruptcy and similar officers and, where permitted under this Agreement, their substitutes and assigns.

1.2.7 This Agreement on the part of, or in favour of, two or more persons binds or is for the benefit of them jointly and severally.

1.2.8 A reference to a Clause or Schedule is a reference to a clause of or a schedule to this Agreement.

1.2.9 A heading is for reference only. It does not affect the meaning or interpretation of this Agreement.

1.3 Any Schedule attached to this Agreement forms part of it. If there is any inconsistency between any Clause of this Agreement and any provision in any Schedule, the Clause of this Agreement will prevail.

1.4 For unincorporated entities, including, but not limited to, associations, societies and partnerships, all references in this Agreement to this “Shareholders”, “Place of Incorporation” and “Date of Incorporation” shall, instead, be read and construed as references to “members” or “partners” (as the case may be), “Place of Establishment” and “Date of Establishment” respectively.

2. Appointment and Scope of Services

2.1 The Client acknowledges MAMHK’s scope of services listed in this Clause 2.

2.2 MAMHK acts as a distributor of the Collective Investment Schemes. The Client wishes to appoint us to, and we are agreeable to, provide the Client with all or any of the following services although we reserve the right to refuse to do so if in our reasonable opinion, there are grounds for such refusal:-

2.2.1 to provide the Client with copies of the offering documents and marketing materials relating to one or more Collective Investment Schemes;

2.2.2 to provide the Client with investment advice purely incidental to our distribution of the Collective Investment Schemes to the Client;

2.2.3 to carry out the Client’s instructions in respect of its Dealing Transactions, or in relation to any other instructions which the Client may wish or need to give to any Collective Investment Scheme in which the Client proposes to invest or in which the Client has invested from time to time and which we may agree to process, all in accordance with the Terms of this Agreement including the placing of any Dealing Transaction on the Client’s behalf, and the transmission to the appropriate manager or representative of a Collective Investment Scheme (the “**Fund Representative**”) of the relevant documents and payment; and

2.2.4 to assist the Client in assessing and updating and understanding its overall investment objectives as the basis for the Client’s plan to invest in Units of the relevant Collective Investment Scheme(s).

2.3 The information provided by the Client to us pursuant to this Agreement (that is, the client profile as set out in Schedule II hereto and the risk profile as set out in Schedule III hereto, each as may be updated or varied from time to time in writing) will be used in respect of any service provided by us to the Client on its Dealing Transactions and its investment holding within the Client’s Account.

2.4 The Client acknowledges that the Client will make an independent decision with respect to the Client’s Dealing Transactions in any Collective Investment Scheme, and the Client may place reliance on our recommendation made or advice given to the Client in accordance with the Terms of this Agreement.

2.5 The Client acknowledges and understands that MAMHK does not give any warranty and/or representation as to the actual performance of any of the Units or of any Collective Investment Scheme.

¹ “**Manulife Fund**” is defined above for the purposes of this Agreement, excluding Schedule I. “**Manulife Fund**” is separately defined for the purposes of the Personal Information Collection Statement in Schedule I.

² “**Manulife Group**” is defined above for the purposes of this Agreement, excluding Schedule I. “**Manulife Group**” is separately defined for the purposes of the Personal Information Collection Statement in Schedule I.

- 2.6 If we solicit the sale of or recommend any financial product to the Client, the financial product must be reasonably suitable for the Client having regard to the Client's financial situation, investment experience and investment objectives. No other provision of this Agreement or any other document we may ask the Client to sign and no statement we may ask the Client to make derogates from this Clause 2.6.

Note: "**Financial product**" in this Clause 2.6 means any securities, futures contracts or leveraged foreign exchange contracts as defined under the Securities and Futures Ordinance (Chapter 571 of the Laws of Hong Kong).

3. Instructions

- 3.1 The Client will give us instructions on Dealing Transactions in clear and unambiguous written terms. The Client's instructions for Dealing Transactions must be given in writing on prescribed forms and shall be duly signed by one or more authorized signatories of the Client for this purpose. All Dealing Transactions and instructions shall be subject to the procedures set out in the offering documents of the relevant Collective Investment Scheme to govern the Dealing Transactions therein and other incidental matters (collectively the "**Procedures**"). We are not obliged to act in accordance with, or respond to, the verbal instructions of the Client's authorized representatives.
- 3.2 The Client shall ensure that the information given in its instructions or request is complete and accurate in all respects. We do not undertake to verify the completeness and accuracy of such information. We reserve the right to defer the processing of the Client's Dealing Transactions or request unless and until you have provided complete information in the relevant prescribed form. We do not accept any responsibility for any consequence or loss to the Client arising as a result of any error or omission in completing any such dealing application or request.
- 3.3 The Client's instructions for a Dealing Transaction will only be accepted by us for a transfer agent's further processing upon the receipt of (i) a duly completed and signed application or request in the prescribed form required by the relevant Collective Investment Scheme; (ii) in the case of a subscription, the receipt of cleared subscription monies in case required by the relevant sub-fund(s) of the Collective Investment Scheme; and (iii) any other materials or documentation required by the Collective Investment Scheme in the Procedures.
- 3.4 In cases where the Client (by its authorized representatives) gives instructions by facsimile, we are authorized to accept all such relevant instructions pertaining to the Client's Account without being obliged to verify the identity of the sender of such instructions and will execute the instructions accordingly. We may also, in our absolute discretion, refuse to act upon any such facsimiled requests given or purportedly given by the Client or on its behalf until the required original requests are received by us. We shall not be liable for any losses, damages, costs or expenses that the Client may suffer or incur resulting from the exercise of such discretion by us or the non-receipt or loss of facsimiled requests due to failed transmission. The Client confirms that it is aware of the risks involved in the use of such means of communication, in particular, the risks arising from errors or miscommunications in the transmission of orders, or from misuse of identification or from the breakdown or failure of communication facilities. The Client agrees to assume all responsibility for any consequences which may arise from the use of facsimile instructions.
- 3.5 We are under no obligation at any time to accept any instruction and we shall not be obliged to give any reason for any refusal to accept an instruction from the Client. However, once we have accepted an instruction on its behalf, the accepted instruction may not be rescinded or withdrawn without the Client's written consent or confirmation and subsequent written confirmation by us.
- 3.6 The Client acknowledges and agrees that instructions given to us may, depending on prevailing conditions, fail to be executed, and the Client agrees that all losses incurred as a result of such failure shall be borne by the Client other than any which arise from our gross negligence or default. The Client further agrees that we shall not be liable for any loss incurred by reason of the manner or timing of execution of any of the Client's instructions. We shall not be liable to the Client for any loss or damage due to any delay in the transmission or execution of instructions arising out of any cause beyond our reasonable control and anticipation.
- 3.7 Redemption proceeds, dividends (if any) and any other payments relating to the Client's Account will be paid out of the Collective Investment Schemes by the transfer agent of the relevant Collective Investment Scheme according to the Client's instruction in the relevant redemption form. The Client acknowledges and accepts

that any charges incurred by the transfer agent of the relevant Collective Investment Scheme resulting from arranging payment of redemption proceeds to the Client may be deducted from the Client's redemption proceeds.

4. Electronic and Other Communications

- 4.1 The Client acknowledges and agrees that all the information and documents regarding its Dealing Transactions or requests and its Account generally may be sent by electronic means or such other means permitted by the applicable laws or regulations. Such information or documents shall include, without limitation, notices and other communications, contract notes, statements of account, receipts and offering documents and financial reports of the Collective Investment Scheme(s), where applicable. Delivery of information and documents by making such information or documents on the secure Manulife Customer Website accessible by the Client shall be deemed duly delivered by electronic means if notification has been provided to the Client at the Client's address on our current record. **The Client may revoke this consent at anytime by providing us with a change request in writing.**

5. Anti-Money Laundering

- 5.1 We reserve the right to request, and the Client warrants that the Client will submit to us without undue delay, such information as is necessary (including but not limited to the information required in the Schedules to this Agreement) to ascertain and verify the Client's details and its source of funds and wealth or (if different) identity of the beneficial owner(s) of the Client's Account and its source of funds and wealth. In the event that such a request is made and there is delay or failure by the Client to produce any information required for verification purpose, this may result in the Client's instructions for Dealing Transactions or requests being rejected, or in the case of a redemption request, the transfer agent of the relevant Collective Investment Scheme may hold the redemption proceeds (without interest) and not release them to the Client until such information is produced. The Client's subscription monies will be returned without interest to the Client's designated bank account in the Client's own name.
- 5.2 If the Account is opened and operated on behalf of some other party(ies), the Client warrants, and is duly authorized to warrant that (if the other person(s) or Client(s) is not a/are not financial institution(s) organized and operating in a member jurisdiction of the Financial Action Task Force ("**FATF**")), the Client will appropriately ascertain and verify the identity and source of wealth and funds of the other person(s) or Client(s) or any proposed transferee or recipient of the beneficial ownership in the relevant Collective Investment Scheme in accordance with FATF guidelines and applicable laws and regulations to which the Client is subject and will, on request by the relevant Collective Investment Scheme, its transfer agent, or us, provide confirmation of such verification and, on our reasonable request submit to the relevant Collective Investment Scheme, its transfer agent, us or to the relevant Collective Investment Scheme's or our regulator(s) the necessary information for verification purposes.

6. Personal Data Privacy

- 6.1 The Client accepts and agrees to abide by the terms of the Personal Information Collection Statement (the "**PICS**") set out in Schedule I to this Agreement.
- 6.2 In respect of any data transfer for the purposes stated in the PICS, the Client further undertakes to us that it has obtained the acknowledgements and consents of relevant individuals, whose personal data the Client has transferred to us, that such personal data being transferred to us or the transferees specified in paragraph 5 of the PICS, who/which may be located in jurisdictions where we or other members, agents, contractors or third party service providers of the Manulife Group and of the Manulife Fund are conducting business. Such jurisdictions include Canada, the United States of America, the United Kingdom, European Union and Asia Pacific countries, including Australia, New Zealand, China, Hong Kong, Taiwan, India, Japan, Malaysia, Singapore, Indonesia, Philippines, Thailand and Vietnam.

7. Collection and Exchange of Information

- 7.1 The Client understands that MAMHK is a member of the Manulife Group and that the Manulife Group has operations in many countries around the world. The Client agrees that the Manulife Group or any of its companies/funds, including us, may be subject to obligations ("**tax requirements**") from time to time, directly or indirectly, in relation to any company or fund within the Manulife Group and/or to any tax and regulatory authorities in relation to local/foreign/international tax legislation, regulations, enforcement/compliance/tax information exchange agreements/treaties.

- 7.2 Where applicable, the Client will provide us with any information in our prescribed forms/format including, but not limited to, written statements, certifications, declarations and/or any tax forms/certificates required by the relevant government/tax authorities (signed by the relevant parties), that we may request from the Client from time to time in relation to the above tax requirements. The Client will also ensure that any successor owner and/or payee under this Agreement will provide us with the above information.
- 7.3 The Client will notify us as soon as practicable but within thirty (30) days in writing of any circumstances that could result in a change to its taxpayer status, where applicable, including any change of citizenship or residence or telephone number or address.
- 7.4 The Client agrees that it is reasonable and appropriate for MAMHK (where required or permitted by the tax requirements) to collect the above information. The Client agrees to the sharing of the above information, together with any other information collected by us in respect of this Agreement, with the rest of the Manulife Group and also with the relevant government/tax authorities, based on the relevant tax requirements and subject to all applicable laws and regulations. The above process together with the related data processes may involve a transfer of information outside the Hong Kong Special Administrative Region and may also involve the transfer of data through intermediaries, service providers, counterparties or government bodies/authorities. If a payee or any third party information is involved in any of the transfer, the Client agrees that the Client has obtained all necessary consent from all such relevant parties in providing the above agreement under this Clause 7.
- 7.5 Notwithstanding any other provisions and subject to applicable laws and regulations, the Client shall not exercise any right under any applicable regulations that would prevent us from the collection or sharing of information as mentioned above or from meeting the tax requirements in relation to the Client or the Client's assignees or the Client's successors interest (or current/future payees under this Agreement).
- 7.6 The Client agrees that we may withhold any payment due to the Client or any payee under this Agreement and to remit the withheld amount directly or indirectly to the taxation authority under the applicable tax requirements and the Client agrees that, at our sole discretion, we may suspend or terminate the Client's Agreement with us if the Client (or any successor owner and/or payee under this Agreement) fails to provide us with the information referenced above or if at any time the Client (or any successor owner and/or payee under this Agreement) withdraw the consent/agreement under this Clause 7 (wholly or partially) or contests (wholly or partially) the waiver provided above.
- 8. Undertakings, Warranties and Acknowledgements**
- 8.1 The warranties and representations in this Clause 8 are given as at the date hereof and shall be deemed to be repeated on and as at the date of each subsequent dealing in the relevant Collective Investment Scheme. For the avoidance of doubt, nothing in this Clause 8 shall affect the on-going nature of the representations, warranties and undertakings set out in this Agreement. The Client represents, warrants and undertakes that:-
- 8.1.1 all information and documents supplied by the Client to us are and will be true and correct;
- 8.1.2 the Client has the requisite legal capacity, authority and power to enter into this Agreement and any Dealing Transactions contemplated hereunder and that this Agreement constitutes and any future Dealing Transaction will constitute a legally binding and enforceable obligation on the Client's part or part of each of its members or partners (as the case may be, by whatever name called) if the Client is not incorporated;
- 8.1.3 the Client will not do, and will refrain from doing, anything which may hinder or prevent us from carrying out our duties or obligations (including statutory obligations) which may cause us to breach any laws or regulations to which we are subject;
- 8.1.4 in the case of the Client being a financial institutions making Dealing Transactions or requests on behalf of its individual customers, the Client has full power and authority to make such requests on behalf of the Client's customers and to execute any necessary documents, including the respective request forms, and in particular (but without limitation to the aforesaid), the Client will have the full power and authority to make the representation on behalf of your customers to the agreement of such individual customers regarding the use of their personal data as set out in this Agreement;
- 8.1.5 we will normally be paid a commission by the relevant Collective Investment Scheme in connection with the issue of Units to the Client and other dealings with respect to any Collective Investment Schemes. The Client acknowledges and agrees that we may retain for our sole benefit any commission or discount which we may receive in connection with the issues of Units and other dealings with respect to the Collective Investment Schemes. Neither the receipt nor the retention by MAMHK of such commissions, trailer fees and/or other monies shall be construed as giving rise to any breach of fiduciary duty or equitable duty that MAMHK may owe to the Client;
- 8.1.6 the Client will not require or request us to do or sign anything that is unlawful or which may render the relevant Collective Investment Scheme, its transfer agent, us, our agents or our Associates, liable to legal or regulatory proceedings (either civil or criminal) brought against us or our agents in Hong Kong or elsewhere; and
- 8.2 The Client acknowledges that:-
- 8.2.1 the Collective Investment Schemes are not deposits or other obligations of, or guaranteed by us or any of our Associates; and
- 8.2.2 investment in the Collective Investment Schemes is subject to risk, including possible loss of all or any of the principal amounts invested. The Client represents and warrants that the Client is fully aware of the risks involved in investing in any Collective Investment Scheme and will obtain from either us or the relevant Collective Investment Scheme up-to-date versions of the applicable offering memorandum, prospectus or reports relating to the Collective Investment Scheme that might exist as of the date of any transaction.
- 9. Limitation on Liability, Indemnity**
- 9.1 We, our Associates, the relevant Collective Investment Scheme, its transfer agent and their and our agents and affiliates shall not be liable for losses (whether direct, indirect or consequential) whatsoever which may be incurred by the Client as a result of any of such persons acting or refraining with legitimate reasons from acting pursuant to the considerations set out in this Agreement according to the Client's Dealing Transactions or requests, unless due to the gross negligence, fraud or wilful default of such persons or their officers or employees, in which event the liability of MAMHK shall not exceed the market value of the Client's investment in or holding of the relevant Collective Investment Scheme(s) to which such loss relates at the time of such act of gross negligence, fraud or wilful default. The Client hereby holds such persons harmless in relation to any losses or expenses incurred as a result of their so acting or refraining from acting.
- 9.2 The Client acknowledges that any requests given or purportedly given by the Client or, if applicable, by any other person(s) authorized to act on the Client's behalf, are binding on the Client. The Client further acknowledges that we may, but shall not have any obligation to, authenticate any such requests or to verify the identity of any person making such requests on the Client's behalf. We shall be entitled to accept, and rely and act, on any instructions, notice, request, certificate or other instrument which we in good faith believe to be genuine, and shall not be responsible for any losses, damages, costs or expenses which the Client may suffer or incur as a result.
- 9.3 In consideration of our agreement to act and provided that we have acted in accordance with this Agreement, the Client, and in case of a client that is not incorporated, each of its individual members or partners (as the case may be, by whatever name called), agrees to keep us fully indemnified on demand against all claims, liabilities, losses, damages, costs or expenses, actions or proceedings of any kind which may be incurred by, brought by or against, suffered or incurred by us arising from our acting or refraining with legitimate reasons from acting on such requests or from the non-receipt or loss of facsimiled requests due to failed transmission. The indemnities set out in this Agreement shall continue notwithstanding the termination of the Client's Account.
- 9.4 No other duties or obligations (whether expressed or implied) shall be assumed by us, our Associates, our agents or our affiliates, except those set out in this Agreement as amended or varied in writing from time to time. We shall not be liable for any taxes or duties payable on or in respect of the Client's transactions or holding, nor for the management of or any diminution in the value, of the Units of the relevant Collective Investment Scheme.
- 9.5 Neither MAMHK nor any of its directors, officers, employees or agents shall be liable to the Client for any loss or damage suffered by the Client arising out of or in connection with any research or information ("**Third Party Information**") prepared and/or generated by a third party service provider. The Client acknowledges that

MAMHK will not independently verify any Third Party Information and, to the extent permitted by law, MAMHK does not make any representation or warranty, expressed or implied, as to any Third Party Information's completeness, accuracy, sufficiency or quality or its fitness for a particular purpose, requirement or expectation. The Client also acknowledges that any Third Party Information provided by MAMHK should not be considered as a recommendation by MAMHK in relation to an investment in any Collective Investment Scheme, and that the Client must make an independent assessment of any Third Party Information.

- 9.6 The Client, and each of its individual members or partners (as the case may be, by whatever name called) in case of a client that is not incorporated, undertakes to keep MAMHK and its directors, officers, employees and agents fully indemnified against all claims, demands, actions, proceedings, damages, losses, costs, expenses and other liability arising out of or connected with MAMHK's performance of obligations or exercise of rights in relation to any service contemplated under this Agreement or arising out of or connected with any breach by the Client of the warranties or the Terms of this Agreement without prejudice to any lien, right to set-off or other rights which MAMHK may have.

10. Payments

- 10.1 MAMHK will be remunerated by the relevant Collective Investment Schemes in the form of transfer pricing or commission, or non-monetary benefits including access to research and training materials, for its role in distributing the Collective Investment Schemes.

11. Termination

- 11.1 This Agreement shall continue and remain in force unless and until terminated :-

11.1.1 by either party giving to the other not less than thirty (30) days' written notice to terminate; or

11.1.2 by either party having committed any material breach of its obligations under this Agreement and if such breach is capable of being made good, having failed to make good such breach within thirty (30) days of receipt of written notice from the notifying party requiring it so to do; or

11.1.3 by either party having been made bankrupt or insolvent or having been liquidated or dissolved (except a voluntary liquidation or a voluntary dissolution for the purposes of reconstruction or amalgamation upon terms previously approved in writing by the notifying party) or otherwise being unable to pay its debts as they fall due under the laws of any jurisdiction to which it may be subject or if a receiver is appointed over any of its assets; or

11.1.4 immediately by the Client having all of its holding of Units in any Collective Investment Scheme(s) validly and compulsorily redeemed pursuant to the terms of the Client's investment in such Collective Investment Scheme(s).

11.2 Termination will not affect accrued rights, indemnities, existing commitments or any contractual provision intended to survive termination.

11.3 Termination of this Agreement shall be without prejudice to the completion of any Dealing Transactions already initiated.

12. Risk Disclosure Statements

12.1 The prices of Units in Collective Investment Schemes may fluctuate, sometimes dramatically. The price of Units in a Collective Investment Scheme may move up or down, and may become valueless. It is as likely that losses will be incurred rather than profit made as a result of buying and selling securities.

12.2 Client assets received or held by the Collective Investment Schemes 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 (Chapter 571 of the Laws of Hong Kong) 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.

13. Notices

13.1 Any notice or other communication required or which may be given hereunder shall be in writing and shall be delivered personally, or sent by certified, registered or express mail, postage prepaid, or by electronic mail and shall be deemed given when so delivered personally or transmitted by facsimile or electronic mail, or if mailed by registered airmail, postage prepaid, (if to MAMHK) to its address

shown on page 1 of this Agreement; and (if to the Client) to the Client's address on record with MAMHK.

14. Confidentiality

14.1 We shall regard all information not already within the public domain which we acquired from the Client or by virtue of our performance of services hereunder as strictly confidential and held by us in strict confidence, solely for the Client's benefit and use and subject always to applicable laws and regulations, save as provided for under this Agreement (including, but not limited to, the provisions of the Personal Information Collection Statement set out in Schedule I to this Agreement), shall not be directly or indirectly disclosed by us to any person whatsoever, without the Client's prior written consent.

14.2 The Client shall similarly hold confidential and shall not disclose to any person information, not already in the public domain, found in the transaction advices or other statements provided by us to the Client.

15. Counterparts

15.1 This Agreement may be executed by the parties hereto in counterpart and the provisions of this Agreement shall be valid and enforceable against all parties.

16. Variation and Assignment

16.1 The provisions of this Agreement may be varied in such manner and to such extent as we may consider expedient, provided that such variations do not, in our opinion, materially prejudice the Client's interests or release us from any responsibility to the Client or impose upon the Client any obligation to make any payment.

16.2 The Client shall not be entitled to assign or transfer any of the Client's rights or obligations under this Agreement without the prior written consent of MAMHK. We shall be entitled to withdraw any service or facility granted as determined by us with our prior written notice to the Client.

16.3 MAMHK may assign or transfer all or part of its rights and obligations under this Agreement to any person which is an Associate of MAMHK without the Client's prior consent provided that prior written notice of any such assignment or transfer has been given to the Client.

16.4 This Agreement shall be continuous and shall cover, individually and collectively, all Accounts at any time opened or reopened with MAMHK irrespective of any change or changes at any time in the personnel of MAMHK or its successors, assigns or affiliates. This Agreement including all authorizations, shall inure to the benefit of MAMHK and its successors and assigns, whether by merger, consolidation or otherwise, and shall be binding upon the Client and/or its liquidators, receivers, trustees, legal representatives, successors and assigns. The Client hereby ratifies all its Dealing Transactions affected prior to the date of this Agreement, and agrees that the Client's rights and obligations in respect thereto shall be governed by the Terms of this Agreement.

16.5 Each party to this Agreement shall promptly notify the other in writing of any change to any information provided to the other in connection with this Agreement and shall provide no less than one month's prior notice of any such change which may be material.

16.6 This Agreement is made for the benefits of the parties, and is not intended to benefit any third party or be enforceable by any third party. The rights of the parties to terminate, rescind or agree any amendment, waiver, variation or settlement under or relating to this Agreement are not subject to the consent of any third party.

17. Language

17.1 The Client agrees and understands that the English version of this Agreement shall prevail over the Chinese version of this Agreement and the Chinese version of this Agreement is for reference only.

18. Governing Law, Legal and Tax Implications

18.1 This Agreement is governed by and shall be construed in accordance with the laws of the Hong Kong Special Administrative Region of the People's Republic of China. The parties submit to the application and processes of the Financial Dispute Resolution Scheme and, subject thereto, to the non-exclusive jurisdiction of the Hong Kong Courts and agree that this Agreement may be enforced in the courts of any competent jurisdiction. The Client agrees that the Client shall at all times inform itself as to the relevant legal, tax and exchange control regulations in force in the country of the Client's incorporation (or establishment in case of an entity that is not incorporated), management, residence and domicile.

本協議由**宏利資產管理(香港)有限公司**作為已獲香港證券及期貨事務監察委員會(「**證監會**」)發牌從事《證券及期貨條例》(香港法例第571章)第V部下第1類(證券交易)、第2類(期貨合約交易)、第4類(就證券提供意見)、第5類(就期貨合約提供意見)及第9類(提供資產管理)受規管活動(中央編號:ACP555)的公司,其地址為香港銅鑼灣希慎道33號利園一期16樓(「**本公司**」)與本協議附表二所列客戶(「**客戶**」)簽訂(「**本協議**」)。

基於在此載有的相互契諾,並確認收到,本協議的下列條款及細則(「**條款**」)適用於由客戶開立的任何帳戶。

1 定義及詮釋

1.1 以下詞彙在本協議中具以下涵義:

「 帳戶 」	指客戶就買賣單位在集體投資計劃開立的帳戶;
「 聯繫人 」	指本公司任何附屬公司或控股公司,或該控股公司的任何附屬公司;
「 集體投資計劃 」	指其單位由本公司分銷的任何互惠基金、單位信託基金或其他集體投資計劃;
「 買賣交易 」	指任何單位認購、轉換、過戶或贖回;
「 宏利基金 ¹ 」	指由宏利集團的任何成員不時所發起或管理的、其單位由本公司分銷的任何投資基金;
「 宏利集團 ² 」	指宏利金融有限公司及其子公司和關聯公司(其中包括但不限於宏利人壽保險(國際)有限公司、宏利公積金信託有限公司及本公司);及
「 單位 」	指任何集體投資計劃內的單位、股份或其他權益,包括集體投資計劃內的相關子基金。

1.2 除非文義另有所指,否則本協議應參照以下詮釋:

1.2.1 對任何法令、規例、規則或類似文據的提述,包括其任何綜合、修訂或重定版本、其任何替代版本,以及其項下頒佈的任何規例或其他法定文據。

1.2.2 單數的提述亦包括複數,反之亦然。

1.2.3 性別的提述包括男性及女性。

1.2.4 任何一方的提述指簽訂本協議的人士。

1.2.5 人士包括公司、法團、法人團體、非法團組織及政府部門。

1.2.6 對一方或一名人士的提述包括該方或該名人士的遺囑執行人、法定遺產代理人、繼承人、清盤人、遺產管理人、破產受託人及類似的處理人,以及(在本協議允許的範圍內)其替代人及受讓人。

1.2.7 由兩名或以上人士簽訂的本協議或有利於該等人士的本協議,對彼等及其各自均具約束力,或以其共同及個別的利益為依歸。

1.2.8 對一項條文或附表的提述,皆指對本協議的條文或附表。

1.2.9 標題僅供參考,不影響本協議的涵義或詮釋。

1.3 本協議的任何附表構成本協議的一部分。本協議任何條文與任何附表的條文如有任何差異,概以本協議的條文為準。

1.4 就非法團團體而言,包括但不限於協會、社團和合夥,本協議有關「股東」、「法團註冊地點」和「法團註冊日期」的提述,分別解作「成員」或「合夥人(視情況而定)」、「成立地點」和「成立日期」。

2 委任及服務範圍

2.1 客戶確認於第2條所列本公司的服務範圍。

2.2 本公司為集體投資計劃之分銷商。客戶希望委託本公司且本公司同意向客戶提供以下全部或任何下列服務,惟若本公司合理認為有理由拒絕提供該等服務,本公司將保留拒絕提供有關服務的權利:—

2.2.1 向客戶提供由與一項或多項集體投資計劃的相關發售文件及推廣材料;

2.2.2 向客戶提供投資意見完全附帶於本公司向客戶分銷集體投資計劃;

2.2.3 根據本協議的條款,執行客戶指示的買賣交易,或客戶就擬投資或不時投資且本公司同意處理的任何集體投資計劃而可能希望或需要作出的任何其他指示,包括代客戶提出買賣交易,以及向集體投資計劃的相關經理或代表(「**基金代表**」)傳送相關文件及款項;以及

2.2.4 協助客戶評估、更新及了解其整體投資目標,作為客戶投資相關集體投資計劃的單位之依據。

2.3 本公司將使用客戶根據本協議提供的資料(本協議附表二所載之客戶資料及附表三所載之風險取向及其不時以書面更新或修訂的資料),以就其買賣交易及帳戶內的所持投資向客戶提供任何服務。

2.4 客戶確認會就其集體投資計劃的買賣交易作出獨立決定,惟有關於決定或可建基於本公司根據本協議的條款向客戶所作的建議或提供意見。

2.5 客戶確認及明白本公司不會對任何單位或任何集體投資計劃的實際表現作出任何擔保及/或陳述。

2.6 若本公司向客戶招攬銷售或建議任何金融產品,該金融產品必須是本公司經考慮客戶的財政狀況、投資經驗及投資目標後而認為合理地適合客戶的。本協議的其他條文或任何其他本公司可能要求客戶簽署的文件及本公司可能要求客戶作出的聲明概不會減損本2.6條的效力。

註:「**金融產品**」於本2.6條指《證券及期貨條例》所界定的任何證券、期貨合約或槓桿式外匯交易合約。

3 指示

3.1 客戶會就買賣交易向本公司提供清晰及明確的書面指示。客戶的一位或多位授權簽署人必須簽署指定表格以書面形式作出有關買賣交易的所有指示。所有買賣交易及指示須受載於相關集體投資計劃發售文件內規管該買賣交易及其他附帶事項的程序(統稱「**程序**」)約束。本公司並無必要根據或按照客戶之授權簽署人的口頭指示行事或對其作出回應。

3.2 客戶必須確保其指示或要求中所提供的資料在各方面均完整準確。本公司概不承諾會核實該等資料的完整性及準確性。本公司保留權利延遲處理客戶的買賣交易或更改資料要求,除非及直至客戶在相關表格提供完整的資料為止。本公司對客戶由於在完成任何該等買賣申請或要求時的任何錯誤或遺漏所引起的任何後果或損失概不承擔責任。

3.3 本公司只會在接獲以下項目後,方會接納客戶之買賣交易的指示,交由過戶代理人處理:(i)按照相關集體投資計劃指定形式提出的並已填妥及簽署的申請或要求;及(ii)(倘為認購)集體投資計劃相關子基金所規定的已結算認購款項;(iii)程序中集體投資計劃要求的任何其他資料或文件。

3.4 倘客戶(透過授權簽署人)以傳真作出指示,本公司會獲授權接納有關客戶帳戶的所有相關指示,而毋須核實發出該等指示人士的身份,並會執行有關指示。本公司亦可行使絕對酌情權,拒絕按照客戶或其代表作出或據稱由客戶或其代表作出的傳真要求行事,直至本公司接獲該等要求的正本為止。本公司對行使該酌情權或因傳送失敗而無法接獲或遺失傳真要求而可能令客戶蒙受或引起的任何損失、損害、成本或開支概不承擔責任。客戶確認知悉使用該通訊方式涉及的風險,尤其傳送指令時的錯誤或誤會、不當使用他人身份或通訊設施損毀或故障而引起的風險。客戶同意就使用傳真指示可能引起的任何後果承擔全部責任。

3.5 本公司於任何時候均無責任接納任何指示,亦毋須就拒絕接納客戶的指示而提供任何理由。然而,當本公司接納與客戶有關的指示後,必須取得其書面同意或確認及本公司其後發出書面確認後,方會取消或撤回已接納之指示。

3.6 客戶確認及同意本公司可能無法執行客戶指示(視乎當時的情況而定),及客戶同意承擔就本公司無法執行指示而引起的所有損失,惟本公司嚴重疏忽或違規引致的損失除外。客戶進一步同意本公司毋須就執行任何指示的方式或時間引起的任何損失承擔責任。本公司亦不會就合理控制及預計範圍以外的任何原因引致延遲傳送或執行指示而令客戶蒙受的任何損失或損害承擔責任。

3.7 相關集體投資計劃的過戶代理人會根據客戶於相關贖回表格列明的指示,從集體投資計劃中支付與客戶帳戶相關的贖回款項、股息(如有)及任何其他款項。客戶確認及接受從贖回款項扣除相關集體投資計劃過戶代理人就安排支付贖回款項而產生的任何收費。

4 電子及其他通訊

4.1 客戶確認及同意本公司可以電子方式或適用法律或規例允許的其他方式,向客戶發送有關客戶的買賣交易或要求及有關客戶帳戶的所有資料及文件。該等資料或文件包括(但不限於)集體投資計劃的公告及其他通訊、成交票據、帳戶結單、收據、發售文件及財務報告(如適用)。倘本公司將通知函件送到客戶現時於本公司登記的地址,透過經加密處理的宏利客戶網站提供予客戶的資料及文件將被視為已經妥善以電子方式送達。客戶可隨時以書面要求撤回此同意。

1 「**宏利基金**」於以上之定義乃就本協議而言,不包括附表一。「**宏利基金**」於附表一之個人資料收集聲明中另有定義。

2 「**宏利集團**」之定義乃就本協議而言,不包括附表一。「**宏利集團**」於附表一之個人資料收集聲明中另有定義。

5. 反洗黑錢

- 5.1 本公司保留權利要求且客戶保證在沒有不當延遲的情況下向本公司提供必要的資料(包括但不限於本協議附件要求的資料),以確定及核實客戶的身份及資金來源及財富來源,或(倘有不同)客戶帳戶實益擁有人的身份及其資金來源及財富來源。倘本公司提出相關要求,但客戶延遲或無法提供所需資料作核實用途,本公司可能拒絕客戶的買賣交易或要求。倘為贖回要求,相關集體投資計劃的過戶代理人可能會暫時扣起贖回款項(不計利息),直至客戶提供該等資料為止才會發放。客戶的認購款項將不計利息退回以客戶名義開立的指定銀行帳戶。
- 5.2 倘客戶代表其他人士開立及操作帳戶,客戶保證並獲正式授權保證(倘相關人士或公司並非於打擊清洗黑錢財務行動特別組織(FATF))成員國籌組及營運的金融機構),客戶會根據對其具約束力的FATF指引及適用法律及規例,妥善查證及核實相關人士或公司或相關集體投資計劃實益擁有權的任何準受讓人或接收人的身份、財富來源及資金來源,並在相關集體投資計劃、其過戶代理人或本公司要求時,提供核實資料的確認書,以及在本公司合理要求時,向相關集體投資計劃、其過戶代理人及本公司或相關集體投資計劃或本公司的監管機構提供所需資料作核實用途。

6. 個人資料私隱

- 6.1 客戶接受及同意受本協議附表一所載的個人資料收集聲明(「聲明」)約束。
- 6.2 就聲明內所載關於任何資料轉移的目的,以及客戶向本公司轉移的個人資料,客戶進一步向本公司保證,客戶已獲得相關個人的確認及同意該等個人資料被轉移給本公司或聲明內第5條所指定的承讓人,其可位處本公司或宏利集團及宏利基金的其他成員、代理、承辦商或第三方服務供應商開展業務的司法管轄區。該等司法管轄區包括加拿大、美國、英國、歐盟及亞太區國家,當中包括澳洲、新西蘭、中國、香港、台灣、印度、日本、馬來西亞、新加坡、印尼、菲律賓、泰國及越南。

7. 資料收集及交換

- 7.1 客戶明白本公司為宏利集團旗下成員公司,而宏利集團於全球多個國家經營業務。客戶同意宏利集團或其旗下任何公司/基金(包括本公司)可對宏利集團旗下任何公司或基金,及/或對任何稅務及規管部門,就本地/海外/國際稅務法例、規例、強制執行/合規/稅務資料交換協議/約定而言不時直接或間接承擔責任(「稅務規定」)。
- 7.2 若適用,客戶將會應本公司不時向客戶就上述稅務規定提出的要求,以本公司指定的表格/格式提供任何資料,包括(但不限於)相關政府/稅務部門要求的書面陳述、證明、聲明及/或任何稅務表格/證明(須經相關方簽署)。客戶亦確保本合約項下的任何繼承擁有人及/或收款人將會向本公司提供上述資料。
- 7.3 若有任何情況令客戶的納稅人身份改變,包括更改國籍、居住地、電話號碼或地址,客戶將會在切實可行範圍內盡快於三十(30)日內以書面知會本公司。
- 7.4 客戶同意本公司按稅務規定的要求或許可收集上述資料乃屬合理及合適。客戶同意按相關稅務規定及根據所有適用法律及規例,將上述資料連同本公司就本協議收集的任何其他資料與宏利集團旗下的餘下的成員或相關政府/稅務部門共用。上述過程及相關的資料程序或會涉及將資料轉移至香港特別行政區以外,亦可涉及在中介人、服務供應商、交易對手方或政府團體/部門之間轉移資料。如轉移涉及收款人或第三方資料,客戶同意已向其取得所有必要的同意,以按照第7條同意上述事項。
- 7.5 儘管有任何其他條文,並在適用法例及規例約束下,客戶將不會行使任何適用規例下之權利以阻止本公司收集或共用上述資料或妨礙本公司履行涉及客戶或客戶繼承人或利益繼承人(或本協議下的現時/未來收款人)之稅務規定。
- 7.6 若客戶(或本協議項下任何繼任擁有人及/或收款人)未能向本公司提供上述資料,或客戶(或本協議項下任何繼任擁有人及/或收款人)於任何時間撤回第7條下同意/協定(全部或部分)或對上述放棄權利提出異議(全部或部分),則客戶同意本公司可根據適用稅務規定可保留應予客戶的任何款項,並將款項直接或間接交予稅務部門,及客戶同意本公司可全權酌情決定暫停或終止客戶與本公司訂立的本協議。

8. 承諾、保證及確認

- 8.1 第8條的保證及陳述於本協議日期作出,並會在相關集體投資計劃其後每個買賣日期被視為再次作出。為免生疑問,第8條內容不影響本協議所載陳述、保證及承諾的持續性。客戶就以下各項作出陳述、保證及承諾:—
- 8.1.1 客戶向本公司提供的所有資料及文件目前及日後皆真實無訛;
- 8.1.2 客戶具備必要的法律能力、權限及權力訂立本協議及進行本協議項下預期的任何買賣交易,而本協議及任何買賣未來交易對客戶或如客戶並非法團,其每一成員或夥伴(就個別個案而言,不論取名為何名稱)將構成具法定約束力及可強制執行的責任;

- 8.1.3 客戶不會及避免從事任何可能妨礙或阻止本公司履行職責或責任(包括法定義務)的行為,致使本公司觸犯任何約束本公司的法律或規例;
- 8.1.4 倘同樣屬於金融機構的客戶代其個人客戶進行買賣交易或提出要求,客戶擁有全權及權限代客戶的客戶提出該等要求,並簽署任何必要的文件,包括相關申請表,尤其(但不限於前文所述)客戶擁有全權及權限代其客戶作出陳述,同意按照本協議使用該等客戶的個人資料;
- 8.1.5 相關集體投資計劃通常就向客戶發行單位及任何集體投資計劃的其他買賣而向本公司支付佣金。客戶確認及同意本公司可就自身利益保留有關發行單位及集體投資計劃其他買賣而收取的任何佣金或折扣。本公司收取或保留該等佣金、銷售佣金及/或其他款項,不應被理解為本公司違反向客戶承擔的受信責任或衡平法責任;及
- 8.1.6 客戶不會規定或要求本公司從事或簽署任何非法的活動或文件,或可能令相關集體投資計劃、其過戶代理人、本公司、本公司代理人或聯繫人須就針對本公司或本公司在香港或其他地區的代理人提出的法律或規管訴訟(不論為民事或刑事)承擔責任的活動或文件。

8.2 客戶確認:—

- 8.2.1 集體投資計劃並非本公司或任何聯繫人的存款或其他責任,也不獲本公司或任何聯繫人作出保證;以及
- 8.2.2 投資集體投資計劃涉及風險,包括可能虧蝕全部或任何投資本金。客戶陳述及保證,已完全知悉投資任何集體投資計劃涉及的風險,並將向本公司或相關集體投資計劃索取於任何交易當日可能存在的集體投資計劃最新適用發售備忘錄、發售章程或報告。

9. 責任上限及彌償保證

- 9.1 本公司、聯繫人、相關集體投資計劃、其過戶代理人,以及彼等及本公司代理人及聯繫人,不會就任何該等人士根據客戶的買賣交易或要求按本協議所載考慮事項行事或因合法原因拒絕行事而可能令客戶招致的損失(不論直接、間接或相應而生)承擔任何責任,惟因該等人士、或其高級人員或僱員嚴重疏忽、欺詐或故意失責引起的損失除外。在此情況下,本公司的責任不超過發生嚴重疏忽、欺詐或故意失責時,與損失有關的相關集體投資計劃投資或持股的市值。客戶在此確認該等人士毋須就其行事或拒絕行事而引起的一切損失或開支承擔責任。
- 9.2 客戶確認據稱由客戶或獲授權代客戶行事的任何其他人士(如適用)提出的任何要求會對客戶具約束力。客戶進一步確認本公司可以(但無責任)驗證該等要求或核實代客戶提出要求的任何人士之身份。本公司有權接受,倚賴及按照本公司真誠相信屬真實的任何指示、通知、要求、證書或其他文件,或依照其行事,且毋須就客戶可能因此蒙受或招致的任何損失、損害、成本或開支承擔責任。
- 9.3 以本公司同意行事作為代價及在本公司同意根據並已經根據本協議行事的前提下,客戶或如客戶為非法團體,其每一個人成員或合夥人(就個別個案而言,不論取名為何名稱)同意在本公司要求時,就本公司履行或因合法原因拒絕履行有關要求或因傳送失敗而無法收取或遺失傳真要求而可能招致、提出或針對本公司,或本公司蒙受或引起的所有申索、負債、損失、損害、成本或開支、法律行動或任何訴訟提供全面彌償。本協議所載的彌償在帳戶終止後仍然有效。
- 9.4 本公司、聯繫人、本公司代理人或聯繫人須承擔其他責任或義務(不論明示或暗示),惟本協議(經不時書面修訂或更改)載列者除外。本公司不會就客戶有關相關集體投資計劃單位的交易或持股、管理或價值減少而須支付或與之相關的任何稅款或徵稅承擔責任。
- 9.5 本公司或本公司任何董事、高級人員、僱員或代理人毋須就第三方服務供應商編製及/或產生的任何研究或資料(「第三方資料」)對客戶引起或與之相關的任何損失或損害承擔責任。客戶確認本公司不會獨立核實任何第三方資料,並在法律允許的範圍內,本公司不會就任何第三方資料的完整性、準確性、充足性、品質或就指定用途的合適性、規定或期望作出明示或暗示的陳述或保證。客戶亦確認本公司提供的任何第三方資料不應被視為本公司就投資於任何集體投資計劃的建議,客戶必須自行評估任何第三方資料。
- 9.6 客戶或如客戶為非法團體,其每一個人成員或合夥人(就個別個案而言,不論取名為何名稱),承諾向本公司及其董事、高級人員、僱員及代理人就本公司履行本協議下預期的任何服務的責任或行使相關的權利,或因客戶違反本協議的保證或條款而引起或與之相關的所有申索、要求、法律行動、訴訟、損害、損失、成本、開支及其他責任提供全面彌償,而不損害本公司可享有的任何留置權、抵銷權或其他權利。

10. 付款

- 10.1 本公司可就分銷相關集體投資計劃以過戶定價或佣金方式獲集體投資計劃支付酬金或其他非金錢利益,包括獲得研究及培訓材料。

11. 終止

- 11.1 除非及直至發生以下情況終止本協議，否則本協議繼續及一直有效：—
- 11.1.1 任何一方向對方發出不少於三十(30)日的書面通知終止協議；或
- 11.1.2 任何一方嚴重違反本協議的責任，並在可修正的情況下無法在收到通知方的書面通知要求修正後三十(30)日內修正；或
- 11.1.3 任何一方破產、無力償債、清盤或解散(根據通知方事先以書面批准的條款為重組或合併業務而自願清盤或自願解散者除外)，或無法償付根據具約束力的任何司法管轄區法律到期應繳的債務，或倘就任何資產委任接收人；或
- 11.1.4 緊貼客戶根據投資於有關集體投資計劃的條款有效地強行贖回客戶於該集體投資計劃內持有的全部單位。
- 11.2 終止協議不會影響應計權利、彌償、現有承諾或任何於終止後仍然有效的合約條款。
- 11.3 終止本協議不損害各方就已提出的買賣交易的完成。

12. 風險披露聲明

- 12.1 集體投資計劃單位的價格可能波動，並有時大幅波動。集體投資計劃單位的價格可升可跌，可能變得毫無價值。買賣證券可能獲得利益，同樣也可能會招致虧損。
- 12.2 集體投資計劃在香港以外地區收到或持有的客戶資產須受相關海外司法管轄區的適用法律及規例約束。有關法律及規例可能有別於《證券及期貨條例》(香港法例第571章)及該法例下所訂的規則。因此，該等客戶資產未必獲得在香港收取或持有的客戶資產享有的相同保障。

13. 通知

- 13.1 本協議規定或可能據此提供的所有通知或其他通訊應以書面作出，並以專人、電匯、電傳、預付郵資的掛號或速遞或電郵方式交付。以專人、電傳、傳真或電郵交付該等通知或通訊，或以預付郵資的掛號空郵寄送通知或通訊至本協議第1頁所示地址(倘交付予本公司)及客戶於本公司登記的地址(倘交付予客戶)後，將被視為已經交付。

14. 保密性

- 14.1 本公司從客戶取得或本公司因履行本協議項下服務而取得但並非屬公開的所有資料，將被視為機密資料，並僅為客戶的利益及供客戶使用而以嚴格保密方式持有。未取得客戶事先書面同意前，並在適用法律及規例的約束下，本公司不會直接或間接向任何人士披露該等資料(除根據本協議(包括但不限於本協議附表一個人資料收集聲明的條文)所提供的資料外)。
- 14.2 同樣，客戶必須將本公司向客戶提供的交易意見或其他報表的非公開資料保密，並不可向任何人士披露。

15. 對手方

- 15.1 本協議可由對手方簽署，而本協議的條款將對各方有效及可強制執行。

16. 修訂及轉讓

- 16.1 本公司可能以本公司認為合適的方式及程度修訂本協議的條款，惟本公司須認為該等變動不會嚴重影響客戶的利益、免除本公司對客戶承擔的責任或令客戶承擔任何付款責任。
- 16.2 未取得本公司事先書面同意前，客戶無權轉讓或轉移本協議項下的任何權利或責任。本公司有權在向客戶發出事先書面通知後，撤回授予的任何服務或便利。
- 16.3 本公司可向作為本公司聯繫人的任何人士轉讓或轉移讓協議項下全部或部分權利及責任，而毋須取得客戶事先同意，惟本公司必須在轉讓或轉移前以書面通知客戶。
- 16.4 本協議一直有效，並各自及共同地涵蓋任何時候於本公司開立或重開的所有帳戶，而不受本公司的人員及本公司繼承人、受讓人或聯屬人士的任何變動影響。本協議(包括所有授權)應符合本公司及本公司繼承人及受讓人的利益(不論通過收購、合併或以其他方式)。本協議對客戶及/或客戶的清盤人、接管人、受託人、法定代表、繼承人及受讓人均具約束力。客戶謹此批准於本協議簽訂日期前受影響的所有買賣交易，並同意相關的權利及責任須受本協議的條款規管。
- 16.5 本協議各方必須盡快以書面知會對方有關本協議的任何資料變動，並須在出現重大變動時發出不少於一個月的事先通知。

- 16.6 本協議是為了協議各方的利益而訂立，並無意圖讓任何第三方受益或讓任何第三方強制執行。協議各方有權終止、撤銷或同意本協議項下或與本協議相關的任何修訂、棄權、變更或和解，而毋須任何第三方的同意。

17. 語言

- 17.1 客戶同意及明白本協議概以英文版為準，中文版只僅參考。

18. 規管法律及法律和稅務影響

- 18.1 本協議受中華人民共和國香港特別行政區法律規管，並應按此理解。本協議各方遵循金融糾紛調解計劃及其程序，並受香港法院的非專屬司法管轄權約束，亦同意本協議可由任何具有司法管轄權之法院強制執行。客戶同意會時刻留意其註冊、(或如為非法團體其成立)、管理、住址及居籍的國家之相關法律、稅務及外匯管制規例。

SCHEDULE I PERSONAL INFORMATION COLLECTION STATEMENT

附件一

個人資料收集聲明

The following Personal Information Collection Statement is provided to the Client pursuant to the Personal Data (Privacy) Ordinance of Hong Kong (Cap 486, Laws of Hong Kong) in connection with its dealings with, and provision of personal data or information relating to any of its individual shareholders, members, partners or beneficial owners to any of MAMHK or its Associates from time to time. This Schedule forms part of the Terms of this Agreement which governs the Client's relationship with MAMHK.

For the purpose of this Statement:

Definition

1. "Data access request", "data correction request", "data subject", "data user", "direct marketing", "matching procedures" and "personal data" used throughout this Personal Information Collection Statement shall have the meaning as defined in the Ordinance.

"Customers" shall mean data subjects and shall include (but not be limited to) existing and prospective share/unit holders of investment funds; and insurance policy owners, insured, beneficiaries and other persons designated or entitled to receive moneys and/or other benefits under an insurance policy; and members under an occupational retirement scheme; and scheme members under a mandatory provident fund scheme and shall include (but not be limited to) the individual shareholders, members, partners or other beneficial owners of any investors of investment funds or insurance policy owners.

"Hong Kong" shall mean the Hong Kong Special Administrative Region of the People's Republic of China.

"Manulife" shall mean Manulife Asset Management (Hong Kong) Limited, a Manulife Fund, Manulife (International) Limited or Manulife Provident Funds Trust Company Limited (as the case may be) in respect of its respective customers.

"Manulife Fund" shall mean any investment fund sponsored or managed from time to time by a member of the Manulife Group (including but not limited to Manulife Global Fund and Manulife Advanced Fund SPC) and "Manulife Funds" shall mean all such investment funds.

"Manulife Group" shall mean Manulife Financial Corporation and its subsidiaries and affiliates (including but not limited to Manulife (International) Limited, Manulife Provident Funds Trust Company Limited, Manulife Asset Management (Hong Kong) Limited, and Manulife Funds. The rights and obligations of each member of Manulife Group under this Personal Information Collection Statement are several and not joint. No member of Manulife Group shall be liable for an act or omission by another member of Manulife Group.

"Ordinance" shall mean Personal Data (Privacy) Ordinance, Cap 486, Laws of Hong Kong.

Collection

2. From time to time, it is necessary for customers to supply Manulife with personal data in connection with the establishment or continuation of business relationship, or provision of products or services. Failure to supply such data may result in Manulife being unable to establish or continue the business relationship, or provide products or services.

3. It is also the case that personal data are collected or received by Manulife from and/or in respect of customers in the ordinary course of the continuation of the business relationship, for example, when an application is made for a change of beneficiary/insured member under the insurance policy; or when notification is made by the employer of a change of employment/address of an employee member of an occupational retirement scheme/ mandatory provident fund scheme; or when a joint share/unit holder of an investment fund applies for investment fund switching.

Purposes

4. The purposes for which personal data of a customer may be used will vary depending on the nature of the customer's relationship with Manulife. Such purposes may include the following:
- (a) processing, assessing and determining applications or requests made by customers for products and/or services;
 - (b) administering, maintaining, managing and operating products and/or services provided to customers;
 - (c) confirming customer's identity and uniquely identifying customer;
 - (d) confirming the accuracy of the information collected;
 - (e) understanding customer's financial situation better, evaluating customer application, assessing the risks Manulife is assuming and reviewing claims submitted to Manulife;
 - (f) any purposes in connection with any claims made by or against or otherwise involving customers in respect of any products and/or services including but not limited to making, defending, analyzing, investigating, processing, assessing, determining or responding to such claims;
 - (g) providing investment management services, dealing and advisory services, custody services and other services under the terms and conditions of the accounts a customer holds with Manulife;
 - (h) performing any functions and activities related to products and/or services including but not limited to marketing, audit, reporting, research, analysis, reinsurance, and general servicing and maintenance of online and other services;
 - (i) researching and/or designing products and/or services for customers, and promoting, improving and furthering the provision of products and/or services;
 - (j) conducting matching procedures (as defined in the Ordinance, but broadly includes comparison of two or more sets of the data subject's data, for purposes of taking actions adverse to the interests of the data subject, such as declining an application);
 - (k) making disclosure under and/or complying with the requirements of any law, rules, regulations, codes of practice, guidelines or guidance binding on or applicable to Manulife or any member of Manulife Group (whether within or outside Hong Kong) including but not limited to making disclosure to local or foreign regulators, governmental bodies, industry recognized bodies (whether within or outside Hong Kong) such as federations or associations of insurers, credit reference agencies or auditors;
 - (l) complying with any contractual or other commitment or arrangement with local or foreign regulators, governmental bodies, or industry recognized bodies (whether within or outside Hong Kong) that is assumed by or imposed on Manulife or any member of Manulife Group by reason of its financial, commercial, business or other interests or activities in or related to the jurisdiction of the relevant local or foreign regulators, governmental bodies, or industry recognized bodies;
 - (m) for operational purposes, credit assessment, credit scoring models or statistical analysis (including in each case, behaviour analysis and evaluation on the overall relationship with Manulife Group which includes using such data to comply with any obligations, requirements, policies, procedures, measures or arrangements for sharing data and information within Manulife Group and/or other use of data and information in accordance with any Manulife Group-wide program for compliance with sanctions or prevention or detection of money laundering, terrorist financing or other unlawful activities), whether on the data subjects or otherwise;
 - (n) exercising any rights Manulife may have in connection with the provision to customers of products and/or services;
 - (o) conducting identity and/or credit checks;
 - (p) determining any amount of indebtedness owing to or from customers, and collecting and recovering any amount owing from customers or any person who has provided any security or undertaking for customers' liabilities;
 - (q) enabling an actual or proposed assignee, transferee, participant or sub-participant of the rights or business of Manulife or any member of Manulife Group to evaluate the transaction intended to be the subject of the assignment, transfer, participation or sub-participation;
 - (r) purposes specifically provided for in any particular service or product offered by Manulife;
 - (s) any purposes relating to the above (including seeking professional advices) or any other purposes in accordance with the general policies of Manulife or any member of Manulife Group in relation to insurance, occupational retirement schemes, mandatory provident fund schemes, investment funds, wealth management services and other financial products and services as set out in notices, circulars, or other terms and conditions made available by Manulife or any member of Manulife Group to customers from time to time.

Transferees

5. Personal data of a customer held by Manulife will be kept confidential but Manulife may transfer such data to the following persons and/or entities (whether within or outside Hong Kong) for any of the purposes set out in paragraph 4 above:
- (a) any person in connection with any claims made by or against or otherwise involving customers in respect of any products and/or services;
 - (b) any agent, contractor or third party service provider who provides administrative, telecommunications, computer, information technology, payment, data processing or storage, marketing, mailing, printing, telemarketing, customer satisfaction analysis, or other services to Manulife or any member of Manulife Group in connection with the operation of business, including any custodian, administrator, investment manager, investment advisor or distributor;
 - (c) any credit reference agencies or, in the event of default, any debt collection agencies;
 - (d) any advisor (including his or her employees) or other intermediary (including their employees);
 - (e) reinsurers and medical service providers;
 - (f) employers of the customers;
 - (g) any person which has undertaken to Manulife or any member of Manulife Group to keep such data confidential;
 - (h) any actual or proposed assignee, participant or sub-participant of the rights or business of Manulife or Manulife Group;
 - (i) any member of Manulife Group;
 - (j) any person to whom Manulife or any member of Manulife Group is under an obligation or otherwise required to make disclosure under the requirements of any law, rules, regulations, codes of practice, guidelines or guidances binding on or applicable to Manulife or any member of Manulife Group including but not limited to any local or foreign regulators, governmental bodies, or industry recognised bodies;
 - (k) any person to whom Manulife or any member of Manulife Group is under an obligation or otherwise required to make disclosure pursuant to any contractual or other commitment or arrangement with local or foreign regulators, governmental bodies, or industry recognised bodies (whether within or outside Hong Kong) that is assumed by or imposed on Manulife or any member of Manulife Group by reason of its financial, commercial, business or other interests or activities in or related to the jurisdiction of the relevant local or foreign regulators, governmental bodies, industry recognised bodies.

Use of Personal Data in Direct Marketing

6. Manulife intends to use, from time to time, customer's personal data in direct marketing of the following products and services:
- (a) insurance, provident funds and/or schemes, investment funds, wealth management services, or other financial products and services;
 - (b) reward, loyalty or privilege programmes and related products and services;
 - (c) products and services of co-branding partners of any member of Manulife Group (the names of such co-branding partners can be found in the application form(s) for the relevant products and services as the case may be).

Only the following kinds of personal data of the customer may be used in such direct marketing:

- (a) name;
- (b) gender;
- (c) date of birth;
- (d) part of identity card or passport number;
- (e) contact information (including but not limited to phone number, fax number, email address, correspondence address and residential address);
- (f) information about the products and/or services the customer has purchased or applied, including the distribution channels (including their individual advisors or intermediaries) through which the products and/or services were purchased or applied for.

Manulife may not so use the data unless it has received the customer's consent to the intended use.

Provision of Personal Data for Use in Direct Marketing

7. Manulife intends to provide, from time to time and for money and other property, customer's personal data to Manulife Group (other than Manulife itself) for use by Manulife Group in direct marketing of the following products and services:

- (a) insurance, provident funds and/or schemes, investment funds, wealth management services, or other financial products and services;
- (b) reward, loyalty or privilege program and related products and services;
- (c) products and services of co-branding partners of any member of Manulife Group (the names of such co-branding partners can be found in the application form(s) for the relevant products and services as the case may be).

Only the following kinds of personal data of the customer may be provided to Manulife Group (other than Manulife itself) for use by Manulife Group in such direct marketing:

- (a) name;
- (b) gender;
- (c) date of birth;
- (d) part of identity card or passport number;
- (e) contact information (including but not limited to phone number, fax number, email address, correspondence address and residential address);
- (f) information about the products and/or services the customer has purchased or applied, including the distribution channels (including their individual advisors or intermediaries) through which the products and/or services were purchased or applied for.

Manulife may not so use the data unless it has received the customer's consent to the intended use.

8. Under the Ordinance, a data subject has the right to:
- (a) request access to his or her personal data;
 - (b) request correction of any of his or her personal data which is inaccurate;
 - (c) ascertain a data user's policies and practices in relation to personal data;
 - (d) be informed of the kind of personal data held by the data user;
 - (e) be informed of the main purposes for which personal data held by the data user are or are to be used;
 - (f) make data access request and data correction request through the channel set out in paragraph 9 below.

9. In accordance with the provisions of the Ordinance, Manulife has the right to charge a reasonable fee for processing any data access request. Requests may be made in writing to the Privacy Officer at:

Manulife (International) Limited
22/F, Tower A, Manulife Financial Centre,
223-231 Wai Yip Street, Kwun Tong, Kowloon

Manulife Provident Funds Trust Company Limited
22/F, Tower A, Manulife Financial Centre,
223-231 Wai Yip Street, Kwun Tong, Kowloon

Manulife Asset Management (Hong Kong) Limited
23/F., Manulife Tower, One Bay East,
83 Hoi Bun Road, Kwun Tong, Kowloon, Hong Kong

Manulife Global Fund, Manulife Advanced Fund SPC, or any of other Manulife Funds
23/F., Manulife Tower, One Bay East,
83 Hoi Bun Road, Kwun Tong, Kowloon, Hong Kong

根據《個人資料(私隱)條例》(香港法例第486章)，本公司就客戶不時與本公司或其聯繫人的買賣，及把個人資料或資訊提供予本公司或其聯繫人之任何個人股東、成員、合夥人或實益擁有人，提供下列個人資料收集聲明。

本附表為本協議條款的一部分，以規管客戶與本公司的關係。

定義

1. 本個人資料收集聲明中使用的「查閱資料要求」、「改正資料要求」、「資料當事人」、「資料使用者」、「直接促銷」、「核對程序」及「個人資料」，具有《條例》中規定的涵義。

就本通知而言：

「**客戶**」指資料當事人，包括(但不限於)現有及潛在保單持有人、受保人、受益人或指定或有權獲得保單下的款項及/或其他利益的其他人士；及職業退休計劃下的成員；及強積金計劃下的計劃成員；及投資基金的股份/單位持有人，並包括(但不限於)投資基金任何投資者或保單擁有人之個人股東、成員、合夥人或其他實益擁有人。

「**香港**」指中華人民共和國香港特別行政區。

「**宏利**」指與各自客戶相關的宏利人壽保險(國際)有限公司、宏利公積金信託有限公司、宏利資產管理(香港)有限公司或某一宏利基金(視情況而定)。

「**某一宏利基金**」指由宏利集團的某一成員不時所發起或管理的任何投資基金(包括但不限於宏利環球基金及宏利盈進基金SPC)，而「宏利基金」指所有此等投資基金。

「**宏利集團**」指宏利金融有限公司及其子公司和關聯公司(其中包括但不限於宏利人壽保險(國際)有限公司、宏利公積金信託有限公司、宏利資產管理(香港)有限公司)及宏利基金。宏利集團每一成員於本個人資料收集聲明下的權利和義務，均為單獨而非連帶的。對於宏利集團另一成員的任何作為或不作為，宏利集團的任何其他成員概不承擔任何責任。

「**條例**」指《個人資料(私隱)條例》(香港法例第486章)。

收集

2. 為建立或繼續業務關係或提供產品或服務，客戶需要不時向宏利提供個人資料。如未能提供該等資料可能導致宏利無法建立或繼續業務關係，或無法提供產品或服務。

3. 另外，宏利在業務關係存續的正常過程中(例如，申請變更保單下的受益人/受保人；或僱主通知變更參與職業退休計劃/強積金計劃的僱員成員的僱用情況/地址；或投資基金聯合股份/單位持有人申請基金轉換)從客戶處及/或針對客戶收集或獲得個人資料。

目的

4. 取決於客戶與宏利的關係性質，使用客戶個人資料的目的各有不同。該等目的可能包括：
- (a) 處理、評估和確定客戶對產品及/或服務的申請或要求；
 - (b) 執行、維持、管理和運作向客戶提供的產品及/或服務；
 - (c) 確認客戶身份並識別客戶；
 - (d) 確認所收集資訊的準確性；
 - (e) 加深了解客戶的財務狀況、評估客戶申請、評估宏利所承擔的風險並審核提交給宏利的理賠；
 - (f) 與客戶提出、針對客戶提出或在其他方面涉及客戶的、與任何產品及/或服務相關的任何索賠有關的任何目的，其中包括但不限於提出該等索賠、就其進行辯護、分析、調查、處理、評估、確定和應對；
 - (g) 根據客戶在宏利持有的帳戶的條款和條件提供投資管理服務、交易和顧問服務、託管服務和其他服務；
 - (h) 履行與產品及/或服務相關的任何職責和活動，包括但不限於市場推廣、審計、報告、研究、分析、再保險以及一般服務和維持網上及其他服務；
 - (i) 為客戶研究及/或設計產品及/或服務，宣傳、改進和改善產品及/或服務的提供；
 - (j) 開展核對程序(定義見《條例》，但廣義包括對資料當事人兩套或更多套的資料進行比對，以採取不利於資料當事人的行動，例如拒絕申請)；
 - (k) 根據對宏利或宏利集團任何成員(無論在香港境內還是境外)有約束力或對其適用的任何法律、法規、規章、守則、指引或指南的規定進行披露，包括但不限於向當地或外國的監管機構、政府機構、諸如保險公司聯會或協會等公認行業組織(無論在香港境內還是境外)、信貸資料服務機構或審計機構進行披露；
 - (l) 由於宏利或宏利集團任何成員在相關當地或外國監管機構、政府機構、或公認行業組織(無論在香港境內還是境外)所在司法管轄區的或涉及該等司法管轄區的財務、商業、業務或其他利益或活動而由宏利或宏利集團任何成員承擔或施加給其的、與該等當地或外國監管機構、政府機構、或公認行業組織之間的任何合同、其他承諾或安排；

- (m) 用於經營目的、信貸評估、信貸評分模型或統計分析(每項均包括行為分析以及對與宏利集團之間總體關係的評估，其中包括為遵守關於在宏利集團內部共用資料和資訊的任何義務、要求、政策、程序、措施或安排而使用該等資料，及/或根據宏利集團內任何有關遵守制裁或防止或發現洗錢、為恐怖分子提供資金或其他非法活動的計劃而對資料和資訊進行的其他使用)，無論是針對資料當事人還是其他人的；
- (n) 行使宏利在向客戶提供產品及/或服務方面可能享有的任何權利；
- (o) 進行身份及/或信貸核查；
- (p) 確定應向客戶支付或客戶應付的任何債務金額，向客戶或向為客戶債務提供任何擔保或承諾的任何人收取和追討任何應收金額；
- (q) 使宏利或宏利集團任何成員的權利或業務的實際或擬議受讓人、承讓人、參與人或次級參與人能對該等轉讓、參與或次級參與擬涉及的交易進行評估；
- (r) 宏利提供的任何特定服務或產品中具體規定的目的；
- (s) 與上述相關的任何目的(包括尋求專業意見)，或根據宏利或宏利集團任何成員的一般政策進行的、與保險、職業退休計劃、強積金計劃、投資基金、財富管理服務以及宏利或宏利集團任何成員不時向客戶提供的通知、通告或其他條款和條件中所述的其他金融產品和服務相關的任何其他目的。

承轉人

5. 宏利持有的客戶個人資料將予以保密，但宏利可就上文第4條所載的任何目的將該等資料轉移給下列人士及/或實體(無論在香港境內還是境外)：
- (a) 與客戶、針對客戶或涉及客戶就任何產品及/或服務提起的任何索賠相關的任何人士；
 - (b) 向宏利或宏利集團任何成員提供與業務經營相關的行政管理、電信通訊、電腦、資訊技術、付款、資料處理或儲存、市場推廣、郵寄、列印、電話行銷、客戶滿意度分析或其他服務的任何代理、承辦商或第三方服務供應商，包括任何託管人、執行人、投資管理人，投資顧問或分銷商；
 - (c) 任何信貸資料服務機構或(如出現付款違約)任何債務托收機構；
 - (d) 任何顧問(包括其僱員)或其他中介人士/機構(包括其僱員)；
 - (e) 再保險商和醫療服務供應商；
 - (f) 客戶的僱主；
 - (g) 已向宏利或宏利集團任何成員承諾將對該等資料保密的任何人士；
 - (h) 宏利或宏利集團的權利或業務的任何實際或擬議受讓人、承讓人、參與人或次級參與人；
 - (i) 宏利集團的任何成員；
 - (j) 宏利或宏利集團任何成員根據對其有約束力或適用的任何法律、法規、規章、守則、指引或指南的規定有義務或必須向其披露的任何人士，其中包括但不限於任何當地或外國的監管機構、政府機構或公認行業組織；
 - (k) 根據由於宏利或宏利集團任何成員在相關當地或外國監管機構、政府機構、或公認行業組織(無論在香港境內還是境外)所在司法管轄區的或涉及該等司法管轄區的財務、商業、業務或其他利益或活動而由宏利或宏利集團任何成員承擔或施加給其的、與該等當地或外國監管機構、政府機構、公認行業組織之間的任何合同、其他承諾或安排，有義務或必須向其披露的任何人士。

個人資料在直接促銷中的使用

6. 宏利擬在下列產品和服務的直接促銷中不時使用客戶的個人資料：
- (a) 保險、公積金及/或公積金計劃、投資基金、財富管理服務或其他金融產品和服務；
 - (b) 獎勵、忠誠度或特權計劃及相關產品和服務；
 - (c) 宏利集團任何成員的合作品牌夥伴的產品和服務(合作品牌夥伴名稱見相關產品和服務(視情況而定)的申請表)。

在該等直接促銷中，僅可使用下列類型的客戶個人資料：

- (a) 姓名；
- (b) 性別；
- (c) 出生日期；
- (d) 身份證或護照號碼的一部分；
- (e) 聯絡資料(包括但不限於電話號碼、傳真號碼、電郵地址、通訊地址及住宅地址)；
- (f) 客戶已購買或申請的產品及/或服務的資料，包括購買或申請的產品及/或服務的分銷渠道(包括其個人顧問或中介機構)。

除非宏利已經就擬議使用獲得客戶的同意，否則不得如上所述使用資料。

提供個人資料作直接促銷

7. 宏利擬向宏利集團(除宏利本身之外)不時提供客戶的個人資料供宏利集團就下列產品和服務作直接促銷之用，以換取金錢和其他財產：
- (a) 保險、公積金及/或公積金計劃、投資基金、財富管理服務或其他金融產品和服務；
 - (b) 獎勵、忠誠度或特權計劃及相關產品和服務；
 - (c) 宏利集團任何成員的合作品牌夥伴的產品和服務(該等合作品牌夥伴名稱見相關產品和服務(視情況而定)的申請表)。

僅可向宏利集團(除宏利本身之外)提供下列類型的客戶個人資料供宏利集團作該等直接促銷之用：

- (a) 姓名；
- (b) 性別；
- (c) 出生日期；
- (d) 身份證或護照號碼的一部分；
- (e) 聯絡資料(包括但不限於電話號碼、傳真號碼、電郵地址、通訊地址及住宅地址)；
- (f) 客戶已購買或申請的產品及/或服務的資料，包括購買或申請的產品及/或服務的分銷渠道(包括其個人顧問或中介機構)。

除非宏利已就擬議提供獲得客戶的書面同意，否則不得如上所述提供資料。

8. 根據《條例》，資料當事人有權：
- (a) 要求查閱其個人資料；
 - (b) 要求對其任何不準確的個人資料進行改正；
 - (c) 查明資料使用者在個人資料方面的政策和慣例；
 - (d) 了解資料使用者持有的個人資料類型；
 - (e) 了解資料使用者持有的個人資料的主要目的或主要擬議目的；
 - (f) 通過下文第9條所載的渠道提出查閱資料要求和改正資料要求。
9. 根據《條例》規定，宏利有權就處理任何查閱資料要求收取合理費用。要求可以書面形式提交給個人資料主任：

宏利人壽保險(國際)有限公司
香港九龍觀塘偉業街223-231號宏利金融中心A座22樓

宏利公積金信託有限公司
香港九龍觀塘偉業街223-231號宏利金融中心A座22樓

宏利資產管理(香港)有限公司
香港九龍觀塘海濱道83號宏利大樓23樓

宏利環球基金、宏利盈進基金SPC、或任何其他宏利基金
香港九龍觀塘海濱道83號宏利大樓23樓

SCHEDULE II 附件二

CLIENT PROFILE 客戶資料

- Please provide the support documents as listed in the "Required Documents Checklist for Company Client". 請提供「公司客戶需提供之文件核對清單」內所開列的證明文件。
- Please complete in English BLOCK LETTERS. 請以英文正楷填寫本表格。

- Corporation 法團 Partnership/Unincorporated body 合夥/非法團體 Acting as Trustee 以受託人身份行事
- Other (Please specify) 其他 (請註明) _____

Company Name 公司客戶名稱 : _____

Date of Incorporation/Establishment 註冊/成立日期 (DD 日/MM 月/YYYY 年) _____ Country of Incorporation/Establishment 註冊/成立國家 _____

Business Nature 業務性質 _____ Registration/Incorporation Number 登記/註冊號碼 _____

Registered/Permanent Office Address 註冊/永久辦事處地址 : _____

Country 國家 _____ Postal/ZIP code 郵遞/郵政編號 _____

Business Address 業務地址 : _____

Country 國家 _____ Postal/ZIP code 郵遞/郵政編號 _____

Name of Contact Person 聯絡人姓名 _____ Position 職位 _____

Department 部門 _____ E-mail Address 電郵地址 : _____

Telephone Number 電話號碼		Fax Number 傳真號碼	
Country Name 國家名稱	(Country Code 國家編號) Number 號碼	Country Name 國家名稱	(Country Code 國家編號) Number 號碼

Language Preference 語言選擇 (Only for applicable communications/materials 只限於適用的資訊/文件)

- Chinese 中文 English 英文

The contact information (including language preference) applies to and updates that on record for all the existing products or services in Hong Kong and Macau provided to you by all companies within the Manulife group ("Manulife Group") and companies that provide trustee or custodian services to Manulife Group. 您所提供的聯絡資料 (包括語言選擇) 適用於宏利集團旗下所有公司 (「宏利集團」) 及為宏利集團提供信託或託管服務的公司於香港及澳門向您提供的現有產品或服務，以及更新有關資料的記錄。

Prominent Public Function 重要公職

Is your company set up for the benefit of an individual* who is/has been entrusted with prominent public function (i.e. senior politician/senior government, judicial or military official/senior executive of a state-owned corporation/an important political party official)? 貴公司是否為擔任/曾擔任重要公職 (即資深從政者/高級政府、司法或軍事官員/國有企業高級行政人員/重要政黨幹事) 的個人 * 的利益而成立?

- No 否
- Yes 是 – please specify the position and public function and country of that individual 請詳述所述個人的職位、公職及所屬國家 :

and the period and number of years that individual has served the public function 及其從事有關公職的時期及年份數目 :

* If there is more than one individual entrusted with prominent public function, please use a separate sheet to provide the above required information. 若多於一人擔任重要公職，請另紙填寫所需資料。

Latest Paid-up Capital (please specify the currency) 最近已繳股本/資本 (請註明貨幣) : _____

Sources(s) of Wealth and Funds 財富及款項來源

- Investment Income 投資收入 Business Profit 商業利潤
 Sale of Asset 出售資產 Others (please specify) 其他 (請註明) : _____

Latest Net Asset Value 最近資產淨值 :

- A) Below HK\$1,000,000 港元以下 B) HK\$1,000,000 – 5,000,000 港元 C) HK\$5,000,001 – 10,000,000 港元
 D) HK\$10,000,001 - 50,000,000 港元 E) HK\$50,000,001 – 100,000,000 港元 F) Above HK\$100,000,000 港元以上

Latest Profit after Tax 最近稅後盈利 :

- A) Below HK\$1,000,000 港元以下 B) HK\$1,000,001 – 5,000,000 港元 C) HK\$5,000,001 – 10,000,000 港元
 D) Above HK\$10,000,000 港元以上

We provide below information on our beneficial owners who are natural persons NOT being registered as our shareholders/directors/partners and 吾等於下方提供吾等的實益擁有人的資料，而實益擁有人為符合以下說明而非吾等的登記股東/董事/合夥人的自然人：

(1) are owning or controlling 10% or more of our voting rights/capital/profits or exercising ultimate control over our management; or 擁有或控制吾等表決
決權/股本/資本/利潤的10% 或以上的或行使對吾等的管理最終控制權的個人；或

(2) on whose behalf a transaction or activity is conducted in our account e.g. our clients, our employees; or 由吾等的帳戶代其進行交易或活動的個人，
例如吾等的客戶或僱員；或

#(3) (for an account holder acting as a trustee) (a) a beneficiary entitled to a vested interest in 10% or more of the property of the trust, (b) a settlor or a
protector of the trust, and/or (c) a person exercising ultimate control over the trust. (就帳戶持有人以受託人身份行事而言) (a) 有權享有信託財產的既
得權益的10% 或以上的受益人，(b) 該信託的財產授予人或保護人，及/或 (c) 行使對該信託的最終控制權的個人。

Beneficial Owners * 實益擁有人* (Please use a separate sheet if necessary. 如須提供更多資料，請另紙填寫。)

Name (English & Chinese) 姓名 (英文及中文) _____

Date of Birth 出生日期 (DD 日 / MM 月 / YYYY 年) _____

HKID/Passport No. 香港身份證/護照號碼 _____

Nationality 國籍 _____

Residential Address 住址 _____

Please indicate the capacity of the beneficial owner in the trust 請指出該信託的實益擁有人之身分：

- Settlor 該信託的財產授予人
 Protector 保護人
 Person exercising ultimate control over the trust 對該信託行使最終控制權之個人
 Beneficiary entitled to a vested interest in 10% or more of the property of the trust 有權享有信託財產的既得權益之10% 或以上的受益人

We agree to provide MAMHK from time to time with our latest information through completion of a form prescribed by MAMHK or a written reply to
MAMHK at its request. 吾等同意應宏利資產管理(香港)有限公司的要求，按其所指定的表格或以書面回覆方式，不時更新我們的資料。

Signed by the Client 客戶簽署 : _____ Date 日期 : _____

Authorized Signatory(ies) and Company Stamp of the Client
法團/非法團團體帳戶持有人之獲授權簽署人簽署及公司印章

This questionnaire is designed to assess the risk tolerance and attitude of typical investors and assist our Clients to understand their general risk profiles for the purpose of investment suitability assessment. This questionnaire should be completed by any Authorized Signatory of the Client who makes investment decisions and is specified in the corresponding client agreement with us. 此問卷旨在評估典型投資者的風險承受能力和態度，並協助客戶理解其一般風險取向以作投資適合性評估之用。此問卷應由客戶授權簽署人士填妥，這人是作出投資決定，並在與我們訂立相關客戶協議中所指定的獲授權簽署人士。

Full Name of Company 公司全名：_____

- Does your company have any qualified professionals to make investment / hedging decisions? 貴公司是否擁有合資格的專業人員負責投資/對沖決策?
 - A) Yes, we have an independent division / team within our company to make investment / hedging decision. 是，公司內部擁有一個獨立部門/團隊，負責投資/對沖決策。
 - B) Yes, we have senior management with relevant professional qualifications to make investment / hedging decisions. 是，我們的高級管理層具備專業資格，可負責投資/對沖決策。
 - C) No, but we have adequate knowledge in financial investment. 否，但我們對金融投資有足夠的認識。
 - D) No, but we have some knowledge in financial investment. 否，但我們對金融投資略有認識。
 - E) No, we have little knowledge in financial investment. 否，我們對金融投資認識不多。
- How long is the investment experience of your company in financial products (e.g. certificates of deposits, foreign currency, stocks, investment funds, credit linked notes, structured products, bonds, futures, warrants, and commodities, etc.)? 貴公司投資於金融產品(包括存款證、外幣、股票、投資基金、信貸相連票據、結構性產品、債券、期貨、認股權證、商品等)的經驗有多久?
 - A) No experience at all 全無經驗
 - B) Less than 1 year 少於1年
 - C) 1 year to less than 2 years 1年至2年以下
 - D) 2 years to less than 5 years 2年至5年以下
 - E) 5 years or more 5年或以上
- Which investment product(s) has your company ever held during the past 24 months? (Tick one or more) 貴公司過去24個月曾持有過哪些投資產品? (可選擇多於一項)
 - A) Margin Trading / Futures / Options / Equity Options / Accumulators / Forwards / Credit Linked Notes with exposure to Structured Products 保證金交易/期貨/期權/股票期權/累計認股證/遠期合約/涉及結構性產品的信貸相連票據
 - B) Stocks / Equity-Linked Investments (Non-Blue Chips) / Investment Funds exposed to Emerging Markets, Regional Markets, Single Country or Single Sector / Hedge Funds / Foreign Exchange Options / Option Embedded Products 股票/股票相連投資(非藍籌)/投資於新興市場、地區市場、單一國家或單一行業的投資基金/對沖基金/外匯期權/含期權產品
 - C) Stocks / Equity Linked Investments (Blue Chips) / Global Equity Investment Funds / Balanced Investment Funds / Bond Investment Funds exposed to Emerging Markets, Regional Markets or Single Country / High-yield Bond Investment Funds / Currency Linked Deposits / Credit-linked Notes without exposure to Structured Products 股票/股票相連投資(藍籌)/環球股票投資基金/均衡基金/投資於新興市場、地區市場、單一國家的債券投資基金/高收益債券投資基金/外幣掛鈎存款/不涉及結構性產品的信貸相連票據
 - D) Bond / Global Bond Investment Funds / Foreign Currencies 債券/環球債券投資基金/外幣
 - E) Certificates of Deposits / Capital-guaranteed Investment Products / Money Market Funds 存款證/保本型投資產品/貨幣市場基金
 - F) None of the above during the past 24 months but some of the above or other financial products prior to the past 24 months 過去24個月未持有以上投資產品，惟過去24個月之前曾投資於上述部分產品或其他金融產品
 - G) Never held any investment products so far 迄今從未持有任何投資產品
- What is the percentage of surplus that your company will allocate to financial investment? 貴公司會把多少盈餘撥作金融投資?
 - A) Less than 10% 少於10%
 - B) 10% to 20% 10%至20%
 - C) 21% to 30% 21%至30%
 - D) 31% to 50% 31%至50%
 - E) More than 50% 多於50%
- What is the percentage of net liquid asset (i.e. cash or assets easily converted into cash, for example, foreign currencies, bullion, and freely tradable securities) that your company will set aside for financial investment? 貴公司會預留多少百分比的淨流動資產(即現金或容易變為現金的資產如外幣、金銀條、自由買賣的證券等)作金融投資?
 - A) Less than 10% 少於10%
 - B) 10% to 20% 10%至20%
 - C) 21% to 30% 21%至30%
 - D) 31% to 50% 31%至50%
 - E) More than 50% 多於50%
- In terms of average monthly operational expenses, how much does your company set aside for emergency use? 以平均每月營運開支計算，貴公司預留以應付不時之需的金額為多少?
 - A) Less than 1-month operational expenses 少於1個月的營運開支
 - B) 1-month to less than 6-month operational expenses 1至6個月以下的營運開支
 - C) 6-month to less than 12-month operational expenses 6至12個月以下的營運開支
 - D) 12-month to less than 24-month operational expenses 12至24個月以下的營運開支
 - E) 24-month or more operational expenses 24個月或以上的營運開支
- How long is the expected investment horizon of your company? 貴公司預期中的投資年期為多少?
 - A) Less than 1 year 少於1年
 - B) 1 year to 5 years 1年至5年
 - C) 6 years to 10 years 6年至10年
 - D) 11 years to 20 years 11年至20年
 - E) More than 20 years 20年以上
- Which statement can best describe the general attitude of your company towards financial investment? 以下哪一句子最能貼切描述貴公司對金融投資的一般態度?
 - A) We cannot put up with any price fluctuation and have no interest on earnings. 本公司不能接受任何價格波動，並且對賺取投資回報不感興趣。
 - B) We can only put up with little price fluctuation and wish to have earnings slightly higher than bank deposit rates. 本公司只能接受較小幅度的價格波動，並且僅希望賺取稍高於銀行存款利率的回報。
 - C) We can put up with some price fluctuation and wish to have earnings much better than bank deposit rates. 本公司可接受若干價格波動，並希望賺取遠高於銀行存款利率的回報。
 - D) We can put up with high degree of price fluctuation and wish to have earnings comparable to the stock market indexes. 本公司可接受大幅度的價格波動，並希望賺取與股市指數表現相若的回報。
 - E) We can put up with any price fluctuation and wish to have earnings remarkably higher than the stock market indexes. 本公司可接受任何幅度的價格波動，並希望回報能跑贏股市指數。

Signed by the Client 客戶簽署：_____ Date 日期：_____

Authorized Signatory(ies) and Company Stamp of the Client
法團/非法團體帳戶持有人之獲授權簽署人簽署及公司印章

Declaration of the Client 聲明

We are, and will be acting as principal. 吾等乃以及將以主事人之身份行事。

We acknowledge receipt and agree to the Terms and Risk Disclosure Statements contained in this Agreement. 吾等確認已收取及同意客戶協議所載的條款及風險披露聲明。

We understand and agree that the risk profile derived from the Risk Profile Questionnaire (including all subsequent versions duly completed) is and will be regarded as applicable to the Client of this Agreement. 吾等明白及同意由風險取向問卷(包括所有其後完成的版本)所獲得的風險取向將被視為適用於本協議的客戶。

We acknowledge that we were invited to read and carefully consider the Risk Disclosure Statements contained in this Agreement and to take independent advice if we wished to do so. 吾等確認已獲發風險披露聲明之中、英文版本，並獲邀仔細及認真閱讀該風險披露聲明，以及吾等如有需要可徵詢獨立專業人士的意見。

We understand and agree to the provisions of the Personal Information Collection Statement. We confirm our consent as referred to in the sections entitled Use of Personal Data in Direct Marketing and Provision of Personal Data for Use in Direct Marketing of the Personal Information Collection Statement subject to any objection as indicated by us below: 吾等已收訖及閱畢通知。吾等清楚明白及同意該通知之內容。除吾等如下所示提出之任何反對外，吾等確認同意該通知內以個人資料在直接促銷中的使用及提供個人資料作直接促銷為標題之內容。

(IMPORTANT NOTES: Please note that direct marketing can include offers of special discounts, coupons or gift items. You can leave these boxes blank. 重要提示：請注意直接促銷用途可包括提供特別折扣、優惠券或禮品。你可將這些空格留空。)

We agree to Manulife (i.e. MAMHK (a member of Manulife Group)) using Data Subjects' personal data in direct marketing as referred to in the section entitled Use of Personal Data in Direct Marketing of the Personal Information Collection Statement. 吾等同意宏利(即是本公司(宏利集團的其中一名成員)按個人資料收集聲明內以個人資料在直接促銷中的使用為標題的部分，將資料當事人之個人資料作直接促銷用途。

We agree to Manulife (i.e. MAMHK (a member of Manulife Group)) providing Data Subjects' personal data to Manulife Group (other than MAMHK) for use in direct marketing as referred to in the section entitled Provision of Personal Data for Use in Direct Marketing of the Personal Information Collection Statement. 吾等同意宏利(即是本公司(宏利集團的其中一名成員)按個人資料收集聲明內以提供個人資料作直接促銷為標題的部分，向宏利集團(不包括本公司)提供資料當事人之個人資料作直接促銷用途。

Execution of the Parties 簽署

In WITNESS whereof the parties hereto have caused this Agreement to be signed as of _____ (DD/MM/YYYY).
雙方於_____年_____月_____日簽署本協議，特此為證。

Signed by the Client(s) 客戶簽署

Signature 簽署：

Authorized Signatory(ies) and Company Stamp of the Client
法團/非法團團體帳戶持有人之獲授權簽署人簽署及公司印章

Signed by for and on behalf of Manulife Asset Management (Hong Kong) Limited
為及代宏利資產管理(香港)有限公司簽署

Signature of Responsible Officer 負責人員簽署
Name of Responsible Officer 負責人員全名

Declaration by MAMHK Licensed Representative 本公司持牌代表聲明

I invited the Client to read and carefully consider the Risk Disclosure Statements contained in Clause 12 of this Agreement (in both English and Chinese) and to take independent advice if they wished. 本人已向客戶提供本協議第12條所載的風險披露聲明之中、英文版本，並已提請客戶仔細及認真閱讀該風險披露聲明以及在需要時徵詢獨立專業人士的意見。

Name and Signature of Licensed Representative 持牌代表姓名及簽署
(CE Ref. No. 中央參考編號：_____)

Certification of Authorized Third Party Certifier (required whenever this Agreement is not executed by the Client in the presence of a licensed representative of MAMHK) 認可第三方認證人的核證(當客戶簽署時並沒有本公司持牌代表在場，此核證必須提供)

Certified by Authorized Third Party Certifier* 由授權第三方認證人*核證

Signature of Certifier
認證人簽署

Name of Certifier
認證人姓名

Position and Registration Status (if applicable)
職位及登記狀況(如適用)

Country
國家

*Note: An Authorized Third Party Certifier includes any person licensed/ registered with the Securities and Futures Commission in Hong Kong, an affiliate of such a licensed / registered person, a Justice of the Peace, a bank branch manager, a certified public accountant, a lawyer/attorney and a notary public. 備註：授權第三方認證人可包括任何香港證券及期貨事務監察委員會持牌人或註冊人、持牌或註冊人的聯繫人士、太平紳士、銀行分行經理、執業會計師、律師/代表律師、公證人。

How to Score the Risk Profile Questionnaire?
如何為風險取向問卷計分？

Please calculate your company's points according to the table below: 根據下表計算貴公司的得分：

Question Number 問題	A	B	C	D	E	F	G	Your Points 閣下的得分
Question 1 問題 1	7	5	3	2	1			
Question 2# 問題 2#	0	2	3	4	5			
Question 3 ** 問題 3**	9	7	5	3	1	1	0	(Only use the highest score of your answer(s) 只選用得分最高的答案)
Question 4 問題 4	1	2	3	4	5			
Question 5 問題 5	1	2	3	5	5			
Question 6 問題 6	0	1	3	5	5			
Question 7 問題 7	1	2	3	5	5			
Question 8# 問題 8#	0	1	3	4	5			

- * As the question allows multiple answers, only the answer carrying the highest score is used in the calculation. 由於問題可選多於一項答案，計算時請選用得分最高的答案。
- # If the answer to question 8 is "A", the score of both questions 2 and 3 is zero, which means the total risk score does not count your company's investment experience and holdings of investment products. 如在第 8 條的答案是「A」，第 2 及 3 條的得分均會是零，即總風險分數不會計算貴公司的投資經驗及持有的投資產品。

Please total the points from the eight questions and write your company's risk score in the box:
請將八條問題的得分加起來並在方格內寫出貴公司的風險分數：

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Risk Score 風險分數	General Risk Profile Description 風險取向描述
4 - 8	1 = Low Risk Profile 低風險取向： Your company can accept investments with low risk exposure and price fluctuation for small returns 貴公司能接受較低風險和價格波動的投資以取得較少的回報。
9 - 17	2 = Low to Medium Risk Profile 低至中風險取向： Your company can accept investments with low to medium risk exposure and price fluctuation for some returns. 貴公司能接受低至中度風險和價格波動的投資以取得一些回報。
18 - 28	3 = Medium Risk Profile 中風險取向： Your company can accept investments with medium risk exposure and price fluctuation for capital growth potential. 貴公司能接受中度風險和價格波動的投資以取得資本增值的潛力。
29 - 37	4 = Medium to High Risk Profile 中至高風險取向： Your company can accept investments with medium to high risk exposure and price fluctuation for some capital growth. 貴公司能接受中至高度風險和價格波動的投資以取得一些資本增值。
38 - 46	5 = High Risk Profile 高風險取向： Your company can accept investments with high risk exposure and price fluctuation for substantial capital growth. 貴公司能接受較高風險和價格波動的投資以取得顯著的資本增值。

This risk profile questionnaire and the results should not be regarded as investment advice on, an offer to sell, or a solicitation for an offer to purchase any investment products or services. Manulife Asset Management (Hong Kong) Limited and its subsidiaries and affiliates ("Manlife") accept no responsibility or liability as to the accuracy or completeness of the information provided in this questionnaire and the results. This questionnaire is not a comprehensive financial planning tool and is not a substitute for independent professional advice. 本問卷及測試結果僅供參考，並不構成投資意見，亦不得視為招攬買賣任何投資產品或服務。宏利資產管理(香港)有限公司及其子公司和關聯公司(「宏利」)對本問卷內容及結果的準確性及完整性概不作出任何保證。本問卷並非全面的理財策劃工具，不能取代獨立的專業意見。