

# MANULIFE INVESTCHOICE - TERMS & CONDITIONS

## 宏利智晰投資服務－條款及條件

These terms and conditions, together with the **PICS**, the **Terms of Service**, the **Client Profile** and the **Risk Profile**, form a legal agreement (this “**Agreement**”) between you and **Manulife**, and they set out how you can open a **Manulife InvestChoice Account** and subscribe, redeem, switch, transfer or otherwise deal in a Fund through Manulife via your Manulife InvestChoice Account, and how to facilitate your dealings via your Cash Account.

### 1. Definitions

<b>Applicable Laws</b>	means applicable laws, rules, regulations, by-laws, constitution, orders, directives, notices, circulars, codes, customs, contractual terms prescribed by any clearance systems and/or exchanges and usages (whether of government bodies, authorities, exchanges, markets, regulators, self-regulating bodies or clearing systems, whether or not having the force of law, and whether in or outside Hong Kong) as may be promulgated from time to time.
<b>Asset-based Account</b>	means a type of Manulife InvestChoice Account as further detailed in the Terms of Service.
<b>Bank</b>	means a Hong Kong licensed bank as Manulife shall in its sole and absolute discretion nominate, to provide transfer agency and banking services with respect to your Manulife InvestChoice Account.
<b>Cash Account</b>	means the multi-currency cash account facilities with the Bank held under the name of the Nominee on your behalf which form part of your Manulife InvestChoice Account, and are maintained subject to the Bank’s customary terms and conditions including its prevailing interest rates. Each Manulife InvestChoice Account has its own Cash Account to which cash in your Manulife InvestChoice Account is credited and shall be referred to in this Agreement as “ <b>your Cash Account</b> ”.
<b>Client Instruction</b>	means any Dealing Transaction, and/or any deposit or withdrawal from your Cash Account, as applicable.
<b>Client Profile</b>	means the client profile you complete when you open a Manulife InvestChoice Account, as may be amended from time to time.
<b>Dealing Transaction</b>	means any subscription, redemption, switching or transfer of Units in relation to your Manulife InvestChoice Account, as applicable.
<b>Designated Bank Account</b>	means your personal bank account in your name which you designate for direct debit from and into your Manulife InvestChoice Account(s), and vice versa for direct credit to and from your Manulife InvestChoice Account(s).
<b>Fund</b>	means any fund distributed by Manulife from time to time pursuant to this Agreement.

<b>Fund Offering Documents</b>	means constitutional documents, explanatory memorandum, prospectus or offering document (or equivalent) and financial reports (if applicable) of any Fund.
<b>Hong Kong</b>	means the Hong Kong Special Administrative Region of the People’s Republic of China.
<b>Loss</b>	means any loss, damage, cost or expense.
<b>Manulife</b>	means Manulife Investment Management (Hong Kong) Limited (CE No. ACP555) a company licensed with the SFC to carry out 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 under Part V of the Securities and Futures Ordinance, with its registered address at 10th Floor, Lee Garden One, 33 Hysan Avenue, Causeway Bay, Hong Kong (“ <b>Manulife</b> ”, “ <b>we</b> ” or “ <b>us</b> ”, except as set out in the Declaration at the end of this Agreement).
<b>Manulife Group Company</b>	means any holding company or subsidiary of Manulife or any subsidiary or associate company of any such holding company.
<b>Manulife InvestChoice Account</b>	means each Asset-based Account and/or Trade-based Account established by you with Manulife to allow you to deal in the Funds in accordance with this Agreement.
<b>Manulife Website</b>	means the official website of Manulife.
<b>Nominee</b>	means a nominee of Manulife, including any nominee company, bank or financial institution which Manulife shall have the sole and absolute discretion to nominate from time to time to provide the Nominee Services, whether or not any such Nominee is related to Manulife. Currently the Nominee is Manulife Investment Management (HK) Nominees Limited.
<b>Nominee Services</b>	means the nominee services provided by Manulife in respect of any Fund, or cash in your Cash Account, held in your Manulife InvestChoice Account under the name of the Nominee on your behalf.
<b>PICS</b>	means the personal information collection statement which forms part of this Agreement.
<b>Risk Profile</b>	means the risk profile questionnaire you complete when you open a Manulife InvestChoice Account, as may be amended from time to time.
<b>SFC</b>	means the Securities and Futures Commission of Hong Kong.
<b>Terms of Service</b>	means the terms you need to be aware of when using the Manulife InvestChoice Account including the fees, operations and other particulars which you need to note and which form part of this Agreement.

<b>Third Party Fund</b>	means a Fund which is not managed, sponsored or issued by Manulife or a Manulife Group Company.
<b>Third Party Fund Issuer</b>	means the issuer of a Third Party Fund.
<b>Trade-based Account</b>	means a type of Manulife InvestChoice Account as further detailed in the Terms of Service.
<b>Unit</b>	means any share, unit or other interest in a Fund.
<b>You</b>	means an individual who has opened a Manulife InvestChoice Account with Manulife as named in the <b>Client Profile</b> . The term "You" (or " <b>Client</b> ") whether in relation to a single name or joint-name account shall include your legal personal representative(s) or authorised representative(s) and successor(s).

## 2. Appointment and Scope of Services

- (a) Manulife acts as your intermediary in relation to your dealings in the Funds. You wish to open one or more Manulife InvestChoice Account(s) (see the **Terms of Service** for details) and appoint us, and we agree, to provide you with all or any of the following services in relation to your dealings in the Funds, although we reserve the right to refuse to do so if in our reasonable opinion, there are grounds for such refusal:
- (i) to provide you with copies of the Fund Offering Documents and marketing materials relating to the Funds;
  - (ii) to carry out your Client Instructions with respect to your Manulife InvestChoice Account, or in relation to any other instructions which you may wish to give, relating to any Fund in which you propose to invest or have invested in and which we may agree to process;
  - (iii) to assist you in assessing and updating and understanding your wealth management goals as the basis for your investment in the Funds; and
  - (iv) to provide you with Nominee Services in respect of any Fund, or cash in your Cash Account, held in your Manulife InvestChoice Account.

In general, we will not provide personal investment advice to you in connection with your Manulife InvestChoice Account or this Agreement. However, we may provide information on general investment market updates, and the Funds (at your request) which will accord with your Client Profile and Risk Profile, to assist investment decisions made by you.

- (b) The information you have provided to us pursuant to this Agreement (including your **Client Profile** and your **Risk Profile**) will be used in respect of any service provided by us to you in relation to your Client Instructions, your investments and holdings in your Manulife InvestChoice Account.
- (c) You acknowledge that you will make an independent decision with respect to your Dealing Transactions in any Fund, notwithstanding any recommendation made or (advice, if any) given to you under this Agreement.
- (d) If Manulife solicits the sale of or recommends any financial product to you, the financial product must be reasonably suitable for you having regard to your financial situation, investment experience and investment objectives. No other provision in your **Client Profile**, this Agreement or in any other document Manulife may ask you to sign and no statement Manulife may ask you to make derogates from this Sub-Clause. For the purpose of this Sub-Clause, "**financial product**" means any security or futures contract as defined under the Securities and Futures Ordinance.

(e) You acknowledge and understand that Manulife is NOT an independent intermediary because (i) we receive fees, commissions, or other monetary benefits from other parties (which may include Fund issuers or Third Party Fund Issuers) in relation to our distribution of Funds to you. For details, you should refer to our disclosure on monetary benefits which we are required to deliver to you prior to or at the point of entering into any transaction in investment products and which is available on the Manulife Website (see also the **Terms of Service**), and/or (ii) we receive non-monetary benefits from other parties, or have close links or other legal or economic relationships with issuers of Funds that we may distribute to you.

(f) You acknowledge and understand that Manulife does not give any warranty and/or representation as to the actual performance of any of the Units or of any Fund.

## 3. Application, Dealing and Payments

(a) This Agreement will come into force when your application to open a Manulife InvestChoice Account for the first time is accepted by Manulife, which will normally be on the day of receipt by Manulife of your application, and Manulife shall have the sole and absolute right to decide whether or not to accept an application. You will be sent a confirmation of acceptance. For the avoidance of doubt this Agreement will apply to each of your Manulife InvestChoice Accounts opened with us.

(b) Client Instructions shall be given through the Manulife Website (unless otherwise set out in the Terms of Service or Manulife in its absolute discretion has given its prior written agreement to receive Client Instructions by any other means as Manulife may allow). You agree to exercise due care to ensure you keep your Manulife Website password confidential at all times, and you will not disclose your Manulife Website password to anyone including any staff, representative or agent of Manulife. If you wish to transfer Units in any Fund into your Manulife InvestChoice Account (or to transfer out Fund holdings from your Manulife InvestChoice Account), instructions shall be given in such manner as Manulife may prescribe from time to time.

Manulife is authorised to act on any instructions given or purportedly given on your behalf, by you or by the person(s) for the time being authorised to operate your Manulife InvestChoice Account as notified to Manulife. Manulife shall be entitled to rely and act on any such instructions given through the Manulife Website (or by any other means as agreed by Manulife) which Manulife in good faith believes to be genuine, and shall not be responsible for any Loss which you may incur as a result. Manulife does not have any obligation to authenticate any such instructions or verify the identity of any person giving such instructions. However, if Manulife decides to authenticate any instruction, Manulife has absolute discretion to refuse to act upon any such instructions if it has any reason to doubt the authenticity of such instructions or the authority of the person giving the instructions and Manulife will not be responsible to you for any Loss that you may suffer or incur arising from or in connection with any delay or failure in transmitting or effecting your Client Instructions or any other instruction in relation to your Manulife InvestChoice Account.

(c) Dealing cut-off times and settlement arrangements applicable to all dealings in the Funds and the Manulife InvestChoice Account shall be as specified by Manulife from time to time, and as set out in the **Terms of Service**. Subject to such additional documents and information as Manulife may require, your Client Instructions will generally be executed on the day of receipt by Manulife of your instruction in respect of a Fund if your valid and complete instruction (together with all required information and documents) is received by Manulife before the dealing cut-off time. If your instruction is received after the specified dealing cut-off time, execution will be done usually on the next dealing day as specified by Manulife. A switch request will be processed as a redemption of your existing holdings in a Fund, to be followed as soon as practicable by subscription into the new Fund(s), subject to the terms and conditions including any restrictions in the relevant Fund Offering Document(s). Manulife reserves the sole and absolute right not to accept any subscription instruction (which may include any switch transaction) in whole or in part. However, once we have

accepted any instruction on your behalf, the accepted instruction may not be rescinded or withdrawn without your written consent or confirmation and subsequent written confirmation by us. You must specify your Fund choice and your Manulife InvestChoice Account (if you have more than one Manulife InvestChoice Account) in order for your instruction to be processed.

- (d) You agree that, while utilising the services of Manulife hereunder, payments for subscriptions of Units shall be made from, and amounts received on redemption of Units shall be paid to, your Cash Account. Any other payment method(s) may be as accepted or determined by Manulife from time to time. No physical cash or third party payments will be accepted. You further agree that you are responsible for ensuring your Cash Account is appropriately funded including via your Designated Bank Account (see the **Terms of Service** for details) and you agree you will hold Manulife and each Manulife Group Company harmless from all liabilities if you fail to fulfil this responsibility. For subscriptions, your Cash Account must be appropriately funded or we must receive your physical cheque payment before your subscription order will be processed and Manulife reserves the right to reject or delay the processing of or cancel any order if there is insufficient funds in your Cash Account or via any other payment method(s) as agreed by Manulife and by such time as prescribed by Manulife from time to time. You further agree that should Manulife incur a Loss as a result of any late payment, Manulife may charge interest on any overdue monies on a daily basis until payment is received in full, at such rate as Manulife deems appropriate. Regardless of whether interest is charged, Manulife has the right to cancel any subscription order in which case Manulife shall be entitled to claim from you the amount (if any) by which the original subscription price (taking into account any accrued interest) exceeds the redemption price prevailing on the day of cancellation. In addition Manulife reserves its rights to claim any Loss arising directly or indirectly from the failure to receive cleared funds from you within the specified period or at all.
- (e) You agree that, while utilising the services of Manulife, your payments to Manulife may be passed to the Bank, Third Party Fund issuers or to Manulife Group Companies (as applicable) which may be overseas for purposes including but not limited to settlement and foreign exchange. Where foreign exchange transactions are required to process your instructions, you authorise Manulife, the Bank, Third Party Fund issuers or other Manulife Group Companies to convert monies received or held for you at your cost and expense and in particular you acknowledge and agree that the applicable exchange rate will be determined at the discretion of Manulife, the Bank, Third Party Fund issuers or other Manulife Group Companies, and that such transactions may be aggregated and will be carried out by or via Manulife, the Bank, Third Party Fund issuers or other Manulife Group Companies on an arm's length basis from which a benefit may be derived by Manulife, the Bank, Third Party Fund issuers or other Manulife Group Companies.
- (f) For joint-name Manulife InvestChoice Accounts, each holder will have his/her own **Risk Profile**. Acceptance of Dealing Transactions instructions will be based on the **Risk Profile** of the holder placing the order. By opening a joint-name Manulife InvestChoice Account, each holder agrees to be bound by any Dealing Transaction or Client Instruction placed by any holder of the joint-name account.
- (g) In addition to the terms and conditions of this Agreement, you agree that Dealing Transactions will also be subject to the terms and requirements (including any restriction on dealing of Units) applicable to direct holders of the relevant Funds as specified in their Fund Offering Documents or as may be prescribed by the issuers or service providers of such Funds from time to time. You make (or give) the representations, warranties and undertakings relating to investors and holders of such Funds as set out in the relevant Fund Offering Documents, and you agree to be bound by the terms and conditions in relation to Units of such Funds as set out in the relevant Fund Offering Documents, or other relevant documents.

#### 4. Title and Registration of Holdings

- (a) If you hold Units via your Manulife InvestChoice Account or cash in your Cash Account ("**Holdings**"), your Holdings will be registered under the name of the Nominee (which may be a Manulife Group

Company). Neither Manulife nor any Manulife Group Company will be the beneficiary of any of your Holdings.

- (b) No certificates will be issued to you in relation to your investments in the Funds. You will be sent a confirmation that your Dealing Transaction in the Funds has been accepted.
- (c) Manulife may not lend your investments in the Funds or title documents to your Holdings to any third party, and may not borrow against the security of your Holdings.
- (d) The obligations of the Client, if in a single name, shall be binding on you. The obligations of the Client, if in a joint-name account, shall be joint and several and shall be binding on each of you. On the death of a natural person in a joint-name Manulife InvestChoice Account, the title to or interest of such deceased holder will automatically pass to the surviving holder of the joint-name Manulife InvestChoice Account. The surviving holder of a joint-name Manulife InvestChoice Account will be the only person recognized by us as having any title to or interest in the Units held on behalf of a deceased holder in a joint-name account. The death of any Client shall not operate to relieve, waive or reduce any liability attaching to the Client at the time of death and such liability shall continue to bind any survivor or survivors, or the legal personal representative(s) and successor(s) upon the death of any last survivor, as the case may be.

#### 5. Nominee Services

##### 5.1 Your Fund Holdings

- (a) You hereby agree and authorise Manulife to register and hold the Units that you have subscribed for your Manulife InvestChoice Account(s) (and/or any Units which you have transferred into your Manulife InvestChoice Account) under the name of the Nominee. You further agree and authorise Manulife to deal with all such Units and to exercise the rights and interests thereto subject to such Nominee's customary terms and conditions and/or such other terms and conditions as Manulife may prescribe from time to time.
- (b) You agree and authorise Manulife to process Dealing Transactions with respect to any of your Units registered under the Nominee's name upon your instructions, or otherwise in accordance with this Agreement or Applicable Laws, and take such actions as Manulife considers appropriate to effect such Dealing Transactions. You agree to be bound by the terms and conditions of any agreement between Manulife and the Funds (or their representatives) in respect of the Units which are received or held by the Nominee (in its capacity as your nominee or registered holder on your behalf).
- (c) The Nominee shall be entitled to take actions in the course of performing the Nominee Services, which include but are not limited to the following:
- i) making such arrangements as the Nominee may think fit for the purpose of keeping the Units in safe custody. In particular, you agree that to the extent permissible under Applicable Laws, the Nominee may pool the Units held for you with other Units held by the Nominee for other persons, such that they may not be separately identifiable, by means of separate certificates or other physical documents or equivalent, as belonging to or attributing to you or your Manulife InvestChoice Account. The Nominee shall have the discretion to determine what records and documents it shall maintain to show your beneficial entitlement in such commingled pool;
  - ii) (to the extent the Nominee has actual notice of the relevant event) presenting for payment the Units which are called, redeemed or otherwise become payable and transferring to your Cash Account such monies received as and when actually received by the Nominee;
  - iii) receiving and collecting interest, dividends or other payments or distributions of income in respect of the Units and transferring them to your Cash Account as and when actually received by the Nominee, subject to this Agreement;
  - iv) where monies are payable in respect of Units in more than one currency, collecting the monies in such currency as may

be permissible under Applicable Laws as the Nominee may in its sole and absolute discretion determine;

- v) exchanging interim or temporary receipts for definite certificates in respect of any Units;
  - vi) making payment, or debiting any balance credited, to you in your Cash Account as required to effect any Client Instruction from you, or for settlement of amounts owing to Manulife or the Nominee;
  - vii) withholding or deducting any amount which is required to be withheld or deducted to comply with Applicable Laws from any payment payable by or to you, or to or from your relevant Cash Account provided that any such withholding or deduction shall be applied only against the relevant Cash Account. You acknowledge that Manulife, Manulife Group Company and the Nominee shall not be required to make any disbursement to you for any such amount withheld or deducted nor be liable therefor; and
  - viii) taking actions as required to comply with any Applicable Law.
- (d) You authorize Manulife to give instructions on your behalf to the trustee, registrar, transfer agent, custodian, administrative service agent of the Funds, the Nominee, Manulife or to any other service provider to effect the transfer of your Units from or to your Manulife InvestChoice Account and/or the Nominee, during the course of providing the Nominee Services.
  - (e) In respect of any instruction given by you in connection with any Unit received or held by the Nominee in your Manulife InvestChoice Account, you agree and authorise Manulife to give such instructions on your behalf to the Nominee, and the Nominee may act on any such instructions so given by Manulife on your behalf. You agree that Manulife shall have the right to instruct the Nominee, to change the registration of any Unit held in the name of the Nominee for your account and register such Units directly in your name (or your nominated nominee's name to be held on your behalf).
  - (f) Notwithstanding any other provisions herein, if Manulife or the Nominee considers that it is necessary to take actions in order to protect your interests without instructions from you, Manulife or the Nominee may but is not obliged to take such actions and may deal with any money, Units or other assets held for you in your Manulife InvestChoice Account and exercise such other rights in respect thereof.
  - (g) Notwithstanding any of the aforesaid, to the extent permissible under Applicable Laws, neither Manulife nor the Nominee shall have any obligation whatsoever to collect or receive or take any other action in any markets in relation to any payment, distribution or other matters in respect of Units held for you. You acknowledge it may be difficult, impracticable or impermissible for Manulife or the Nominee to exercise any right or entitlement or to participate in any action, transaction or other matters in respect of your Units under Applicable Laws or in other circumstances as Manulife or the Nominee may determine. To the extent permissible under Applicable Laws, each of Manulife and the Nominee is entitled in its sole and absolute discretion to refuse to accept your instruction in relation to the above matters. Even if Manulife or the Nominee makes any such collection or receipt, takes any such action or gives you any such notification or takes any action pursuant to any such notification hereunder, neither the Nominee, Manulife nor any Manulife Group Company shall have any liability in respect of any inaccuracy, delay or inability to complete any such action, nor any obligation to continue or repeat any such action.
  - (h) You agree and acknowledge that the Units are placed with the Nominee at your own risk, and neither the Nominee, Manulife nor any Manulife Group Company shall be held liable if the Units are subject to acquisition, requisition, expropriation, or confiscation or if there is any restriction on the repatriation, transferability or distribution of a Fund (or any funds realised upon the liquidation) or if there is any Loss or diminution to the Units.
  - (i) Notwithstanding anything to the contrary, you shall be responsible for any tax incurred by the Nominee in respect of any Units held for

your Manulife InvestChoice Account other than any such tax which may be incurred solely by reason of the Nominee holding those Units in its name and which would not have been incurred had you held the relevant Units directly in your name.

- (j) You authorise Manulife to dispose or initiate a disposal by the Nominee, of any of Units held for you in settlement of any liability owed by or on behalf of you to Manulife, any Manulife Group Company, the Nominee or any third party.

## 5.2. Your Cash Account

- (a) You hereby agree and authorise Manulife to arrange with the Bank for a Cash Account for each of your Manulife InvestChoice Accounts, subject to the Bank's customary terms and conditions including its prevailing interest rates, and to give instructions to the Bank for payments to or from your relevant Cash Account in order to give effect to your Client Instructions or otherwise to give effect to the provisions of this Agreement (including instructions to pay to Manulife or any Manulife Group Company or the Nominee to settle any amounts owing to Manulife or a Manulife Group Company or the Nominee).
- (b) All amounts payable under this Agreement, including as required to effect your Client Instructions, or for settlement of any fees or amounts owing to Manulife or the Nominee, shall be debited from your relevant Cash Account.
- (c) All amounts received under this Agreement, including amounts received from you, the proceeds of redemption of Units and interest, dividends or other payments or distributions of income in respect of Units, shall be made to and credited to your relevant Cash Account.
- (d) You acknowledge that Manulife or the Bank may withhold or deduct any amount which is required to be withheld or deducted to comply with Applicable Laws from any payment payable by or to you, or to or from your Cash Account. You acknowledge that Manulife, Manulife Group Companies and the Bank shall not be required to make any payment or disbursement to you for any such amount withheld or deducted nor be liable therefor.
- (e) You acknowledge and agree that all interest accrued on monies held in your Cash Account (either by way of accrual in your Cash Account or as otherwise determined by Manulife) shall be credited to your Cash Account and that interest shall be paid on such amounts at the Bank's prevailing interest rate, or at such rate as Manulife may in its sole and absolute discretion determine.

## 6. Electronic Dissemination and Other Communications of Documents

- (a) You acknowledge and consent that all information and documents regarding your Client Instructions or requests and your Manulife InvestChoice Account may be sent to you by electronic means or such other means permitted by Applicable Laws ("**e-dissemination**"). Such information or documents shall include, without limitation, product documents such as Fund Offering Documents, notices, announcements and other communications, as well as trade documents such as contract notes, statements of account, and receipts, as applicable. Provision of information and documents to you by making such information or documents on the Manulife Website, Manulife mobile app and/or other electronic media accessible by you shall be deemed duly delivered by electronic (or other) means if notification has been provided to you at your email address, mobile number, via short message service ("**SMS**") and/or other electronic address currently on record with Manulife.
- (b) You acknowledge and accept the terms and conditions for our e-dissemination service (which you can view on the Manulife Website, Manulife mobile app and/or other electronic media):
  - (i) e-dissemination services may be subject to certain information technology risks and disruption. You may incur additional costs, such as internet access fee, telecommunication charges, etc. for using our e-dissemination service;

- (ii) appropriate computer equipment and software, internet and/or other network access and your email address, mobile number and/or other electronic address currently on our record are required for using our e-dissemination service. You should inform us immediately upon a change in your email address, mobile number and/or other electronic address currently on record with Manulife;
- (iii) our email and/or other electronic notification will serve to inform you that a document in connection with your Manulife InvestChoice Account has been posted on the Manulife Website, Manulife mobile app and/or other electronic media accessible by you and you should therefore check your email and/or other electronic notification regularly. If we become aware that email(s) and/or other electronic notification sent to you cannot be delivered for any reason, we may notify you by post or such other means as applicable;
- (iv) you should promptly review the documents in connection with your Manulife InvestChoice Account as available on the Manulife Website, Manulife mobile app and/or other electronic media upon receipt of our email and/or other electronic notification to ensure that any error in the documents are detected and reported to us as soon as practicable;
- (v) you should save electronic copies of the documents in your own computer storage or print hard copies of such documents in connection with your Manulife InvestChoice Account for your future reference;
- (vi) your access to trade documents in connection with your Manulife InvestChoice Account is protected by your username, password, one-time personal identification number and/or biometric credential(s) (collectively, your “**Identifier(s)**”). You should notify Manulife immediately if you become aware or suspect that any of your Identifier(s) is/are obtained by any unauthorized person, or that unauthorized use of any of your Identifier(s) may be occurring; and
- (vii) your trade documents are available for online access, review and downloading for a period not less than the retrieval periods specified under Applicable Laws.

You may at any time request hard copies of documents in connection with your Manulife InvestChoice Account for a fee as Manulife may prescribe.

- (c) Manulife shall provide you with contract notes in accordance with Applicable Laws and periodic statements reflecting the activity in your Manulife InvestChoice Account. The contract note or statement will be conclusive and binding if not objected to in writing to our Customer Contact Centre (see the **Terms of Service** for contact details) within thirty (30) days after issuance by Manulife. Failure to notify Manulife shall also preclude you from asserting at any later date that such transaction was unauthorised.
- (d) Communications will be sent to the email (or such other electronic) address of the Manulife InvestChoice Account holder, or the first holder of a joint-name Manulife InvestChoice Account. All communications so sent, whether by email or otherwise, shall be deemed given to you personally whether actually received or not.
- (e) You warrant that the email (or such other electronic) address currently on record with Manulife is the email (or such other electronic) address where you personally receive communications.

## 7. Anti-Money Laundering

- (a) We reserve the right to request, and you warrant that you will submit to us without undue delay, such information as is necessary (including but not limited to information required in the **PICS**, the **Terms of Service**, your **Client Profile** or **Risk Profile**, as applicable) to ascertain and verify your identity and your source of funds and wealth or (if different) identity of the beneficial owner of your Manulife InvestChoice Account and his/her source of funds and

wealth. In the event that such a request is made and there is delay or failure by you to produce any information required for verification purposes, this may result in your Client Instructions or requests being rejected, or in the case of a redemption request, the transfer agent of the relevant Fund may hold the redemption proceeds (without interest), or we may retain your cash in your Cash Account and not release them until such information is produced.

## 8. Personal Data Privacy

- (a) You accept and agree to abide by the terms of the **PICS**.
- (b) In respect of any data transfer for the purposes stated in the **PICS**, you further acknowledge and consent to (i) your personal data being transferred to 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 Manulife Group Companies and of the Funds are conducting business and/or maintaining business data, (ii) unless you notify us otherwise, Manulife using your personal data in direct marketing as specified in paragraph 6 of the **PICS**, and (iii) unless you notify us otherwise, Manulife providing your personal data to Manulife Group Companies (other than Manulife) for use in direct marketing as specified in paragraph 7 of the **PICS**, which has been read and accepted by you.

## 9. Collection and Exchange of Information

- (a) You understand Manulife Group Companies, or other members, agents, contractors or third party service providers of the Funds (altogether the “**Funds’ relevant persons**” or “**Fund’s relevant person(s)**”) have operations in many countries around the world. You agree that the Funds’ relevant persons (including us) or any of their funds, may be subject to various obligations from time to time in relation to any Fund’s relevant person(s) or Fund and/or to any Applicable Law including in relation to tax matters (“**tax requirements**”).
- (b) You agree to provide Manulife (including for and on behalf of or at the request of any Fund’s relevant person(s)) with such information, materials and documents in such manner and take such steps and by such time as prescribed by Manulife (or any Fund’s relevant person(s)) from time to time to enable Manulife or any Fund’s relevant person(s) to effect an instruction, your Client Instruction, perform the services herein including whether or not in relation to the above tax requirements and/or to comply with any document in respect of any Unit, Applicable Law and market practice.
- (c) Manulife is authorised to take such steps as it may consider expedient to enable it to provide services to you including the right to withhold and/or make payment of any tax or duty payable on or in respect of the Units without any liability thereof or to deduct any charges in relation to redemptions from the relevant redemption proceeds and to disclose information about you (including your authorised person(s) and beneficiaries) or any Unit or any transaction in your Manulife InvestChoice Account in accordance with Applicable Laws or to any Fund’s relevant person(s) (or its representatives) upon request. The above processes together with the related data processes may involve a transfer of information outside Hong Kong and may also involve the transfer of data through intermediaries, service providers, counterparties or government bodies/authorities. If a payee or third party information is involved in any of the transfer, you agree that you have obtained all necessary consent from him/her in providing the agreement under this Clause 9.
- (d) You will notify us as soon as practicable but within thirty (30) days in writing of any circumstance that could result in a change to your taxpayer status, including any change of citizenship or residence or telephone number or address.
- (e) Notwithstanding any other provision and subject to Applicable Laws, you shall not exercise any right under any Applicable Law that would prevent us from the collection or sharing of information as mentioned above or from meeting the tax requirements in relation to you or your heirs or successors.

- (f) You agree that, at our sole discretion, we may withhold payments under, suspend dealings in Units or terminate this Agreement (or any issuer of the Funds as applicable may withhold payments or suspend dealings) if you or your heirs or successors fail to provide us with the information referenced above or if at any time you withdraw the consent/agreement under this Clause 9 (wholly or partially) or contest (wholly or partially) such consent/agreement.
- (h) you are in compliance with all Applicable Laws including the requirement for any consent needed to enter into the transactions in respect of any Unit;
- (i) you 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) or which may cause us to breach any law or regulation to which we are subject;

## 10. Dividend Income

- (a) Subject to the terms and rules under which Units are issued, dividend income from Units will be reinvested in the same type of Units and will only be paid out to your Cash Account if specifically requested by you via the Manulife Website.
- (b) You acknowledge that such reinvestment transactions will be subject to the handling arrangement as agreed between Manulife and the Funds. Manulife will effect the transaction as soon as practicable, however, the execution of such transaction may not coincide with the timeframe stipulated in the relevant Fund Offering Documents.
- (j) you shall at all times inform yourself as to the relevant legal, tax, exchange control regulations and restrictions on investments in force in the countries of your citizenship, residence or domicile; and
- (k) this Agreement shall apply to each and every of your Manulife InvestChoice Accounts and to each and every of your Client Instruction under your Manulife InvestChoice Account(s).

## 11. Reports and Voting

- (a) Subject to the requirements of Applicable Laws, Manulife and the Nominee shall have no duty or obligation to exercise the voting rights or other elective rights of the investments subscribed/acquired or received/held for you.
- (b) Under such circumstance, you agree that Manulife and the Nominee shall be exempted from any duty and obligation in respect of notification and delivery of any proxy or other document issued to you, unless otherwise provided in Applicable Laws.

## 12. Representations and Warranties

You hereby represent and warrant that:

- (a) unless otherwise notified to Manulife, you are the beneficiary of all the Units to be subscribed through Manulife, and/or the Units and Cash Account held in your Manulife InvestChoice Account;
- (b) you have the requisite legal capacity, full power and authority to enter into this Agreement and any Dealing Transaction or to give any Client Instruction contemplated hereunder and to execute any necessary document, form and to make any required representation, that this Agreement constitutes and any future Client Instruction will constitute a legally binding and enforceable obligation on your part (or, where your Manulife InvestChoice Account is opened and operated on behalf of some other person(s) or company(ies), that you have the requisite legal capacity, full power and authority to do so on behalf of such person(s) or company(ies));
- (c) you have received the latest version and have read carefully and understood the Fund Offering Documents and you are subscribing for or purchasing the Units on this basis;
- (d) you give all the representations, warranties and undertakings which an applicant, investor or holder of a Fund is required to give (whether to the Fund, their fund managers or other representatives, or any other relevant regulators or persons), including but not limited to those required to be given pursuant to the relevant Fund Offering Documents;
- (e) all information provided in your **Client Profile, Risk Profile** and in connection with this Agreement is true, complete and accurate to your best knowledge and belief;
- (f) you shall be fully responsible for the representations made in your **Client Profile, Risk Profile** and this Agreement and that Manulife, Manulife Group Companies, the Bank and the Nominee shall not be held responsible for any Loss incurred as a result of Manulife, Manulife Group Companies, the Bank and the Nominee entering into any Dealing Transaction or investment or processing any Client Instruction on your behalf based on your representations;
- (g) you are not prohibited or restricted by any Applicable Law or the Fund Offering Documents from subscribing, holding, redeeming, switching, transferring or entering into any transaction in respect of any Unit;

You represent that you have complied with, and will continue to comply with, all Applicable Laws and that the above representations and warranties are deemed repeated each time you open a Manulife InvestChoice Account and each time you instruct us to process a Client Instruction with respect to your Manulife InvestChoice Account. You and Manulife undertake to each other to promptly notify the other in the event of any material change to any of the information provided under this Agreement.

## 13. Liability

- (a) You agree to indemnify Manulife against all liabilities incurred by Manulife in connection with your investments, other than liabilities caused as a direct result of Manulife's gross negligence, knowing default, or breach of this Agreement. Manulife is not liable for any indirect or consequential Loss or for any Loss caused through a fall in value of investments.
- (b) You agree that should you incur a Loss as a result of gross negligence on Manulife's part, Manulife's liability will be limited to the actual amount of any funds misdirected or misapplied by Manulife and no other damages of any other nature including consequential damages will be recoverable.
- (c) Frequent trading and market timing activities are strictly prohibited by Manulife and Third Party Funds providers in the interest of the Funds. Short term or excessive trading into and out of the Funds may harm performance by disrupting portfolio management strategies and by increasing expenses. You understand and agree that if you engage or are suspected to be engaging in excessive trading or market timing in contravention of such Applicable Laws or policies of the relevant Fund issuer as described in the Fund Offering Documents, an additional fee may be imposed by Manulife or (where permitted by the relevant Fund Offering Documents, the relevant Third Party Fund Issuer) and Manulife (or the relevant Third Party Fund Issuer, as applicable) reserves its right to reject a Dealing Transaction instruction and/or we may terminate your Manulife InvestChoice Account, especially where transactions are deemed disruptive, particularly from market timers or investors who, in their opinion, have a pattern of short term or excessive trading or whose trading has been or may be disruptive to the Funds. For more information on each Fund's frequent trading and market timing policies, please refer to the relevant Fund Offering Documents.
- (d) For the purposes of this Clause, references to Manulife include the Nominee, Manulife and Manulife Group Company.

## 14. Offshore Services

You acknowledge and agree that not all investments in the Funds can be made available outside Hong Kong. Any particular offer of the Funds/Units may not have been and may not be registered with the relevant regulator in accordance with relevant securities laws and regulations and may therefore not be capable of being sold or publicly offered outside Hong Kong. Manulife and any Manulife Group Company involved in any such promotion may not maintain any licence, authorisation or registration outside Hong Kong, and shall not actively conduct any such promotion. Any issue of Units will not take effect until a valid subscription is received in accordance with the Fund Offering Documents in Hong Kong.

## 15. Charges

Fees and expenses for dealing in the Funds shall be charged in accordance with the type of Manulife InvestChoice Account you have, and as further set out in the **Terms of Service**. In addition, you will reimburse Manulife, Manulife Group Companies, the Bank and the Nominee for any fee, charge and expense they incur on your behalf in connection with any dealing in your Manulife InvestChoice Account (including, without limitation, bank fees and charges) as specified in this Agreement.

## 16. Commissions, Trailer Fees and Other Monies and Conflicts of Interest

- (a) In addition to the fees payable by you above, Manulife may from time to time (to the extent not prohibited by any Applicable Law) receive and retain monetary and non-monetary benefits including fees, commissions, trailer fees and/or other monies (i) from issuers of the Funds (including Third Party Funds) which Manulife distributes under this Agreement, in relation to your investment in the Funds which are attributable to the services provided by Manulife pursuant to this Agreement, (ii) as management or advisory fees for certain of the Funds which Manulife may also be the appointed investment manager (and where Funds are managed or advised by a Manulife Group Company, such management or advisory fees will be received by such Manulife Group Company) and (iii) as the appointed Hong Kong Representative of certain Funds which are managed or issued by a Manulife Group Company. You consent to Manulife receiving and retaining such monetary and non-monetary benefits including fees, commissions, trailer fees and/or other monies shall be construed as giving rise to any breach of fiduciary duty or equitable duty that Manulife may owe to you.
- (b) Manulife and any Manulife Group Company may deal in Units for its own account or for the account of its other clients.
- (c) In providing the services under this Agreement, any Manulife Group Company may act as principal with respect to such services or any holdings held by you in your Manulife InvestChoice Account or may effect other related transactions in which any Manulife Group Company may have, directly or indirectly, a material interest or a potential conflict with respect to you.
- (d) Manulife is authorised to enter into any transaction with any Manulife Group Company and Manulife may be interested in any transaction and shall not be accountable to you for any profit or benefit arising therefrom.
- (e) Manulife or any Manulife Group Company may have banking or other financial relationships with the fund manager, distributor or issuer of any Fund, the Bank or the Nominee.
- (f) In providing services under this Agreement to you, Manulife shall act as your agent and not as principal in relation to any transaction effected by Manulife on your behalf unless otherwise indicated.

## 17. Risk Disclosure Statement

- (a) The prices of Funds fluctuate, sometimes dramatically. The price of a Fund 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 Funds.
- (b) Since transactions may be settled overseas, client assets received or held by Manulife or its affiliates may be subject to the Applicable Laws of the relevant overseas jurisdiction which may be different from the Hong Kong Securities and Futures Ordinance 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.
- (c) Some of the Funds may invest in derivative instruments which may involve additional risks. For example, where such instruments are used for leveraging they may cause greater volatility. Some of the Funds will potentially make extensive use of derivatives including

more complex derivative instruments or strategies to achieve the investment objective, this may give rise to additional exposure in that performance may rise or fall more than it would have done otherwise. In adverse situations, a Fund's use of derivative instruments may become ineffective and the Fund may suffer significant losses. The use of derivatives may give rise to leverage, liquidity, counterparty and valuation risks.

## 18. Termination

- (a) This Agreement shall continue and remain in force unless and until terminated:
  - (i) by either party giving to the other not less than thirty (30) days' written notice to terminate; or
  - (ii) by either party having committed any material breach of its obligations under this Agreement or any Applicable Law, 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
  - (iii) 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
  - (iv) with immediate effect by Manulife on giving written notice if the provision of the Nominee Services or any other services under this Agreement would be contrary to any Applicable Law or your Manulife InvestChoice Account is terminated for other reasons permitted by this Agreement, or if all of your holdings of Units in your Manulife InvestChoice Account are validly and compulsorily redeemed pursuant to the terms of your investment in the relevant Funds.
- (b) Upon termination of your Manulife InvestChoice Account, you will be deemed to have given Manulife instructions to, at its discretion:
  - (i) cause any Units held by the Nominee for your Manulife InvestChoice Account to be redeemed or otherwise dealt with on the effective date of termination of this Agreement, or if that day is not a dealing day or is after the latest time for dealing as specified by Manulife, on the next dealing day ("**Termination Date**") and for the redemption or dealing proceeds thereof (after settling any outstanding liabilities, costs and expenses owed to Manulife or any Manulife Group Company) to be remitted to you and/or settle any liability incurred by you, or Manulife or the Nominee on your behalf;
  - (ii) cause any Units not yet redeemed and held by the Nominee for your Manulife InvestChoice Account to be transferred by the Nominee on the Termination Date directly into your name (or your nominated nominee, as applicable); and
  - (iii) cancel any unexecuted transactions.
- (c) Termination of this Agreement shall be without prejudice to the completion of Client Instructions already initiated.
- (d) Termination will not affect accrued rights, indemnities, existing commitments or any contractual provision intended to survive termination.

## 19. Confidentiality

- (a) Manulife shall regard all information not already within the public domain which Manulife acquired from you or by virtue of our performance of services hereunder as strictly confidential and held by us in strict confidence, solely for your benefit and use and subject always to Applicable Laws, save as provided for under this Agreement (including but not limited to, Clauses 8 and 9 and the provisions of the **PICS**), shall not be directly or indirectly disclosed

by Manulife to any person whatsoever, without your prior written consent.

- (b) You shall similarly hold confidential and shall not disclose to any person information, not already in the public domain, including information found in the transaction advices or other statements provided by Manulife to you.

## **20. Assignment and Delegation**

- (a) You consent to Manulife assigning to any appropriate Manulife Group Company all or any of its benefits and obligations under this Agreement. You will be notified of any such assignment.
- (b) Manulife may appoint any person (whether or not a Manulife Group Company) to advise on or perform any of its functions or responsibilities under this Agreement and subject to Clauses 8 and 9, may provide information about you and your investments to any such person.

## **21. Amendments**

- (a) Manulife may amend the terms of this Agreement by giving you a notice in writing (by email or other electronic notification or through the Manulife Website, or as determined by Manulife). Manulife may re-issue such terms, in whole or in part, to you at any time in the event of a material change in the information provided herein. The amended terms will become effective from the date of re-issue by Manulife or the effective date as specified on the notification, whichever is later. In addition, if at any time you request the latest available terms, Manulife will supply a copy free of charge.
- (b) The English version of this Agreement shall prevail if there is any inconsistency between the English version and the Chinese version.

## **22. Law**

This Agreement will be governed by and construed in accordance with Hong Kong laws. You and Manulife submit to the exclusive jurisdiction of the Hong Kong courts to settle any dispute arising under this Agreement.

## **23. Rights of Third Parties**

Unless expressly provided to the contrary in this Agreement, no person other than you, Manulife, any Manulife Group Company, the Nominee or any Fund's relevant person(s) will have any right under the Contracts (Rights of Third Parties) Ordinance to enforce or enjoy the benefit of any of the provisions of this Agreement other than themselves or their permitted successors or assignees. Notwithstanding any provision of this Agreement, the consent of any person who is not a party to this Agreement is not required to rescind or vary this Agreement at any time.



本條款及條件連同**個人資料收集聲明、服務條款、客戶資料問卷**及風險取向問卷共同組成閣下與宏利之間的合法協議(「**本協議**」)，而此等文件訂明閣下如何開立**宏利智晰投資服務帳戶**，如何經閣下的宏利智晰投資服務帳戶透過宏利來認購、贖回、轉換、轉讓或以其他方式買賣基金，以及如何經閣下的現金帳戶以便利閣下進行交易。

## 1. 定義

<b>適用法律</b>	指不時頒佈的適用法律、規則、規例、附則、章程、命令、指令、通知、通函、守則、慣例、由任何結算系統及／或交易所訂明的合約條款，及使用常規(無論是政府機構、權力機關、交易所、市場、監管機構、自律監管機構或結算系統的，亦不論是否具有法律效力，以及無論是在香港境內或境外)。
<b>智全資產帳戶</b>	指宏利智晰投資服務帳戶的其中一種帳戶，進一步詳情載於服務條款。
<b>銀行</b>	指宏利憑其全權及絕對酌情權指定，就閣下的宏利智晰投資服務帳戶，提供轉讓代理及銀行服務的香港持牌銀行。
<b>現金帳戶</b>	指以代名人義，代表閣下在銀行開立並持有的多種貨幣現金帳戶設施，組成閣下的宏利智晰投資服務帳戶一部分，乃在銀行慣常條款及條件(包括其現時利率)的規限下設存。每一個宏利智晰投資服務帳戶均有其自身的現金帳戶，以便存入閣下於宏利智晰投資服務帳戶的現金，在本協議內應稱為「 <b>閣下的現金帳戶</b> 」。
<b>客戶指示</b>	指任何買賣交易及／或閣下的現金帳戶的任何提存(若適用)。
<b>客戶資料問卷</b>	指閣下開立宏利智晰投資服務帳戶時，閣下填妥的客戶資料問卷(經不時修訂)。
<b>買賣交易</b>	指閣下的宏利智晰投資服務帳戶的任何單位認購、贖回、轉換或轉讓(若適用)。
<b>指定銀行帳戶</b>	指閣下以本人名義開立的個人銀行帳戶、並由閣下指定可從該帳戶直接提款，以存入閣下的宏利智晰投資服務帳戶，並反之可從閣下的宏利智晰投資服務帳戶提出，以直接存款入該帳戶。
<b>基金</b>	指由宏利不時根據本協議分銷的任何基金。
<b>基金發售文件</b>	指任何基金的組成文件、說明書、認購章程或發售文件(或同等文件)及財政報告(若適用)。
<b>香港</b>	指中華人民共和國香港特別行政區。
<b>損失</b>	指任何損失、損毀、成本或費用。
<b>宏利</b>	指宏利投資管理(香港)有限公司(中央編號：ACP555)，為一家已獲證監會發牌從事《證券及期貨條例》第五部，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)之受規管活動的公司，地址為香港銅鑼灣希慎道33號利園一期10樓(除本協議末端的聲明所載以外，簡稱「 <b>宏利</b> 」、「 <b>本公司</b> 」)。
<b>宏利集團公司</b>	指宏利的任何控股公司或附屬公司，或任何該控股公司的任何附屬公司或聯營公司。
<b>宏利智晰投資服務帳戶</b>	指閣下於宏利開立的每一個智全資產帳戶，及／或智專交易帳戶，以便閣下遵照本協議買賣基金。
<b>宏利網站</b>	指宏利官方網頁。

**代名人** 指宏利的代名人(包括宏利有全權及絕對酌情權不時提名的，以提供代名人服務的，任何代名人公司、銀行或金融機構)，無論是否與宏利有關聯。目前的代名人為宏利投資管理(香港)代理有限公司。

**代名人服務** 指宏利提供的代名人服務，以代名人的名義，代表閣下持有於閣下的宏利智晰投資服務帳戶內的任何基金，或持有於閣下的現金帳戶內的現金。

**個人資料收集聲明** 指組成本協議一部分的個人資料收集聲明。

**風險取向問卷** 指閣下開立宏利智晰投資服務帳戶時，填妥的風險取向問卷(經不時修訂)。

**證監會** 指香港證券及期貨事務監察委員會。

**服務條款** 指閣下使用宏利智晰投資服務帳戶時，所需留意的條款，包括閣下需要留意的費用、運作及其他詳情，並組成本協議一部分。

**第三方基金** 任何並非由宏利或宏利集團公司管理、保薦或發行的基金。

**第三方基金發行機構** 指第三方基金的發行機構。

**智專交易帳戶** 指宏利智晰投資服務帳戶的其中一種帳戶，進一步詳情載於服務條款。

**單位** 指基金的任何股份、單位、或其他權益。

**閣下** 指名列客戶資料、並已向宏利開立宏利智晰投資服務帳戶的個人。「**閣下**」(或「**客戶**」)，不論是否單名帳戶或聯名帳戶，應包括閣下的法定遺產代理人、授權代表人及繼任人。

## 2. 委任及服務範圍

(a) 宏利就閣下的基金買賣，擔任閣下的中間人。閣下有意開立一個或多個宏利智晰投資服務帳戶(詳情請參閱**服務條款**)，並委任本公司提供服務，而本公司同意，就閣下的基金交易，向閣下提供下列全部或任何服務，惟本公司保留權利，若本公司合理認為有理據拒絕提供該等服務，本公司可拒絕提供有關服務：

- i) 向閣下提供各基金的基金發售文件及推廣材料；
- ii) 執行閣下就宏利智晰投資服務帳戶而發出的、並且本公司同意處理的客戶指示，或閣下就擬投資或已經投資的任何基金，可能有意發出的、並且本公司同意處理的任何其他指示；
- iii) 協助閣下評估、更新及了解，閣下的財富管理目標，作為閣下投資各基金的依據；及
- iv) 就閣下於宏利智晰投資服務帳戶內所持有的任何基金或閣下的現金帳戶內所持有的現金，向閣下提供代名人服務；

一般而言，本公司將不會就閣下的宏利智晰投資服務帳戶或本協議而向閣下提供個人投資建議。但本公司會提供投資市場的一般最新資料，以及(按閣下要求)提供符合閣下客戶資料問卷和風險取向問卷結果的各基金之有關資料，以協助閣下作出投資決定。

- (b) 本公司將使用閣下根據本協議(包括閣下的**客戶資料問卷**及閣下的**風險取向問卷**)而提供的資料，就閣下的客戶指示、投資及宏利智晰投資服務帳戶內的所持投資，向閣下提供服務；
- (c) 閣下確認，縱使本公司於本協議項下向閣下提出任何建議(或提供任何意見，若有)，閣下會在任何基金的買賣交易中，作出閣下的獨立決定。
- (d) 若宏利向閣下招攬銷售或建議任何金融產品，該產品必須是宏利經考慮閣下的財政狀況、投資經驗及投資目標後，而認為是合理適合閣下的金融產品。本款的效力概不因為閣下的客戶資料問卷、本協議或任何其他宏利可能要求閣下簽署的文件的其他條文規定而減損，亦不因為宏利可能要求閣下作出的聲明而減損。「**金融產品**」於本款是指《證券及期貨條例》所界定的任何證券或期貨合約。

(e) 閣下確認並明白，宏利並非獨立中介機構，因為：(i)本公司向閣下分銷基金，有從其他方(可包括基金發行機構或第三方基金發行機構)收取費用、佣金或其他金錢利益。有關詳情，請參閱本公司必須在進行任何投資產品交易前或當時，向閣下提供的、並載於宏利網站的(亦請參閱**服務條款**)的金錢利益披露，及/或(ii)本公司有從其他方收取非金錢利益，又或本公司與向閣下分銷的基金的發行機構，有密切關聯或其他法律或經濟關係。

(f) 閣下確認並明白，宏利不會對任何單位或任何基金的實際表現，作出任何保證及/或陳述。

### 3. 申請、買賣及付款

(a) 本協議將於閣下首次開立宏利智晰投資服務帳戶的申請，獲得宏利接納起生效，一般為宏利收到閣下的申請之日，而宏利有全權及絕對權利，決定是否接納任何申請。閣下將獲發接納確認。為免生疑問，本協議將適用於閣下在本公司開立的每一個宏利智晰投資服務帳戶。

(b) 客戶指示必須透過宏利網站發出(除非服務條款另有註明，又或宏利已憑其絕對酌情權，事先書面同意以宏利容許的任何其他方式，接收客戶指示)。閣下同意盡職審慎行事，以確保會在任何時候保密閣下的宏利網站密碼，並且不會向任何人(包括任何宏利的職員、代表人或代理人)披露閣下的宏利網站密碼。若閣下欲將任何基金的單位，轉入閣下的宏利智晰投資服務帳戶(或將任何基金持倉從閣下的宏利智晰投資服務帳戶轉出)，則必須以宏利不時指定的方式發出指示。宏利獲授權，按照由閣下本人，或由(宏利已獲通知)當時是獲授權操作閣下的宏利智晰投資服務帳戶的人士，所發出的指示，或據稱是為閣下發出的任何指示行事。宏利有權倚賴及根據任何透過宏利網站(或宏利同意的任何其他方式)發出的，而宏利真誠地相信為真確的指示行事，並對閣下因此而引致的任何損失恕不負責。宏利並無義務核證任何該等指示，或查證發出該等指示的任何人士的身份。然而，若宏利決定核證任何指示，並有理由懷疑該等指示的真確性或發出指示的人士的授權，宏利擁有絕對酌情權拒絕根據任何該等指示行事，並且宏利概不負責若因任何延遲或未能傳送或執行閣下就宏利智晰投資服務帳戶發出的客戶指示或任何其他指示，而可能令閣下蒙受或招致的任何損失。

(c) 適用於基金及宏利智晰投資服務帳戶的所有交易的截止時間及結算安排，均由宏利不時指定，並載於**服務條款**。以宏利可要求額外文件及資料的前提下，若閣下的有效及完整的指示(連同全部所需資料和文件)在交易截止時間之前由宏利收妥，則閣下關於基金的客戶指示一般將會在宏利收到閣下的指示當日執行。若閣下的指示在指定的交易截止時間之後才由宏利收妥，則閣下的指示通常將會順延至宏利指定的下一個交易日才執行。轉換要求的處理辦法，是先贖回閣下於基金的現有持股，然後儘快認購新基金，唯須受有關基金的發售文件所載的條款及條件，包括任何限制的規限。宏利保留全權及絕對權利，可完全或部分不受理任何認購指示(可包括任何轉換交易)。然而，一經宏利代閣下接納的任何指示，未經閣下書面同意或確認，並後續經宏利書面確認，則已獲接納的指示不可被取銷或撤回。閣下必須指明，閣下的基金選擇及閣下的宏利智晰投資服務帳戶(若閣下擁有超過一個宏利智晰投資服務帳戶)，以便宏利處理閣下的指示。

(d) 閣下同意，於本協議項下使用宏利的服務時，認購單位的款項必須從閣下的現金帳戶支付，而贖回單位的款項則必須存入閣下的現金帳戶。宏利可不時接納或決定任何其他付款方法。現金或第三方付款項恕不接納。閣下進一步同意，閣下有責任確保，包括透過閣下的指定銀行帳戶(詳情請參閱**服務條款**)以確保，閣下的現金帳戶有足夠資金，並且閣下同意，若閣下未能履行此項責任，閣下將不會令宏利及宏利集團內的每一家公司承擔任何責任。若屬認購，閣下的現金帳戶必須有足夠資金，又或本公司必須收到閣下的支票付款，然後本公司才會辦理閣下的認購指令，若閣下的現金帳戶資金不足，又或未能透過宏利不時同意的任何其他付款方法，並且未能在宏利不時訂明的時間內支付款項，則宏利保留權利拒絕、延遲處理或取消任何指令。閣下進一步同意，若宏利因為任何延遲付款而蒙受損失，宏利可按其認為適當的利率，每日就任何欠款收取利息，直至欠款悉數收訖為止。不論是否收取利息，宏利有權取銷任何認購指令，屆時宏利有權向閣下追討原認購價(計及任何累計利息)超出取銷當日贖回價的差額(若有)。此外，宏利保留權利向閣下追討因未能在指定期間收到已結算款項或完全未能收到已結算款項，而蒙受的任何損失。

(e) 閣下同意，在使用宏利的服務時，閣下向宏利作出的付款可被轉交可能位於外地的銀行、第三方基金發行機構或宏利集團公司(若適用)，以作(包括但不限於)結算及外匯兌換用途。若須進行外匯交易以辦理閣下的指示，閣下授權宏利、銀行、第三方基金發行機構或其他宏利集團公司，將收到的或為閣下持有的款項進行換匯，成本

及費用由閣下承擔；閣下尤其確認及同意，適用的匯率將由宏利、銀行、第三方基金發行機構或其他宏利集團公司酌情決定，且該等交易可能會被合併，並會由或透過宏利、銀行、第三方基金發行機構或其他宏利集團公司，按獨立公平原則進行，而宏利、銀行、第三方基金發行機構或其他宏利集團公司可從中獲得利益。

(f) 若屬聯名宏利智晰投資服務帳戶，每一名持有人將各自有本身的風險取向。買賣交易指示是否獲接納，將按發出指令的持有人的風險取向而定。一經開立聯名宏利智晰投資服務帳戶，每一名持有人即同意，接受聯名帳戶任何持有人所發出的任何買賣交易或客戶指示約束。

(g) 除本協議的條款及條件外，閣下同意，買賣交易將同時受基金發售文件內訂明(或該等基金的發行機構或服務供應商不時指定而適用於有關基金直接持有人)的條款及要求(包括對單位買賣的任何限制)規限。閣下作出(或提供)有關基金發售文件所載、關於該等基金的投資者及持有人的聲明、保證和承諾，並同意接受有關基金發售文件或其他相關文件所載的、有關該等基金單位的條款及條件約束。

### 4. 所持投資的產權及登記

(a) 若閣下透過閣下的宏利智晰投資服務帳戶持有單位或於閣下的現金帳戶內持有現金(「所持投資」)，閣下的所持投資將以代名人(可能是一家宏利集團公司)的名義登記。宏利或任何宏利集團公司不會成為閣下任何所持投資的受益人。

(b) 閣下將不獲發閣下投資基金的憑證。閣下將獲發基金買賣交易已獲受理的確認書。

(c) 宏利不可將閣下的基金投資，或所持投資的產權文件，借予任何第三者，亦不可將閣下的所持投資用作借款抵押。

(d) 客戶(若為單名)的義務，應對閣下具有約束力。客戶(若為聯名)的義務，應對閣下每一人共同及各別具有約束力。若聯名宏利智晰投資服務帳戶某位自然人身故，該已故持有人的產權或權益將會自動歸屬於聯名宏利智晰投資服務帳戶的尚存持有人。聯名宏利智晰投資服務帳戶的尚存持有人將會是本公司承認的唯一人士，擁有代名人代表聯名帳戶已故持有人，持有的單位的任何產權或權益。任何客戶的身故不應構成免除、豁免或減輕附屬於客戶身故當時的任何責任，而該等責任應繼續約束任何一位或多位尚存持有人，或任何最後尚存持有人身故後的法定遺產代理人及繼承人(視乎情況而定)。

### 5. 代名人服務

#### 5.1 閣下所持基金投資

(a) 閣下茲同意並授權宏利，以代名人的名義登記及持有閣下於宏利智晰投資服務帳戶項下認購的單位(及/或閣下已轉移至宏利智晰投資服務帳戶內的任何單位)。閣下進一步同意並授權宏利，處理所有該等單位，以及行使附屬於所有該等單位的權利和權益，惟須符合該代名人的慣常條款及條件及/或宏利可不時指定的其他條款及條件。

(b) 閣下同意並授權宏利，根據閣下的指示或遵照本協議或適用法律來辦理閣下以代名人名義登記的任何單位的買賣交易，並採取宏利認為適當的行動，以執行該等買賣交易。閣下同意，接受宏利和各基金(或其代表)之間訂立的，管轄代名人(以其作為閣下的代名人的身份或以其代表閣下作為登記持有人的身份)接收或持有單位的，任何協議的條款及條件約束。

(c) 代名人在提供其代名人服務時，應有權採取下列行動，其中包括但不限於：

i) 作出代名人認為適當的安排，目的是妥善保管單位。閣下尤其同意，在適用法律允許的範圍內，代名人可匯集其為閣下所持有的單位，以及其為其他人士所持有的單位，以致該等單位無法以獨立憑證或其他實物文件或等同文件來區分辨認哪些單位由閣下擁有，或歸屬於閣下或閣下的宏利智晰投資服務帳戶。代名人應酌情決定，其應保留哪些記錄和文件，以顯示閣下於該等混合匯集單位內的實益享有權；

ii) (在代名人實際知悉有關事件的範圍內)提交被催繳、贖回或必須付款的單位，以便獲得付款，並於代名人實際收到款項時，將所收到的該等款項轉入閣下的現金帳戶；

iii) 接收和收集單位的利息、股息或其他付款收入或收益分派，並於代名人實際收到該等收入時，將其轉入閣下的現金帳戶，惟須受本協議規限；

- iv) 當單位的款項乃以超過一種貨幣支付，在適用法律允許的範圍內，代名人可全權及絕對酌情決定以何種貨幣收取款項；
- v) 將任何單位的臨時收據，轉換為確實憑證；
- vi) 按要求向閣下的現金帳戶付款或從已記入該現金帳戶的結餘中扣款，以執行閣下的任何客戶指示，或清償所欠宏利或代名人的款項；
- vii) 從閣下應付或應收的任何款項中，或從應轉往或轉自閣下的現金帳戶的任何款項中，預扣或扣減任何為遵從適用法律而必須預扣或扣減的金額；惟任何該等預扣或扣減只適用於有關現金帳戶。閣下確認，宏利、宏利集團公司及代名人毋須向閣下支付任何該等預扣或扣減金額，亦毋須承擔任何相關責任；及
- viii) 採取必要的行動以遵從適用法律。
- (d) 閣下授權宏利，在其提供代名人服務時，可代表閣下向基金的受託人、註冊處、過戶代理人、保管人、行政服務代理人、代名人、宏利或任何其他服務供應商作出指示，以執行將閣下的單位轉出／轉入閣下的宏利智晰投資服務帳戶及／或代名人。
- (e) 有關閣下就代名人收取並持有於閣下的宏利智晰投資服務帳戶內的任何單位而發出的任何指示，閣下同意並授權宏利，代表閣下指示代名人，而代名人可按宏利發出的任何該等指示行事。閣下同意，宏利有權指示代名人變更以代名人名義為閣下持有的任何單位的登記，更改為直接以閣下的名義(或以閣下指定代名人的名義代表閣下持有)登記該等單位。
- (f) 儘管本協議內有任何其他條文規定，若宏利或代名人認為，在未有接獲閣下指示的情況下有必要採取行動以保障閣下的利益，宏利或代名人可以(但並無義務)採取有關行動，並可處理為閣下於宏利智晰投資服務帳戶內持有的任何款項、單位或其他資產，並且行使其其他相關權利。
- (g) 儘管有上述任何條文規定，在適用法律允許的範圍內，宏利或代名人並無任何義務，為閣下持有的單位的任何付款、分派或其他事項，收集、接收或在任何市場採取任何其他行動。閣下確認，於適用法律項下或在宏利或代名人可決定的其他情況下，宏利或代名人可能難以行使、非切實可行或不獲允許行使，閣下單位的任何權利或權益，或參與任何行動、交易或其他事項。在適用法律允許的範圍內，宏利及代名人各方有權全權及絕對酌情拒絕受理閣下就上述事項作出的指示。即使宏利或代名人作出任何該等收集或接收、採取任何該等行動，或向閣下發出任何該等通知，或按本協議項下發出的任何該等通知而採取任何行動，代名人、宏利或任何宏利集團公司概不負責任何不準確、延誤或無能力完成的任何該等行動，亦無任何義務繼續或重複任何該等行動。
- (h) 閣下同意並確認，自行承擔把單位存放於代名人的風險；若單位遭收購、徵用、沒收或充公，又或基金(或清盤所變現的任何資金)在調返、轉讓或分派方面受任何限制，又或單位出現任何損失或減值，代名人、宏利或任何宏利集團公司概不負責。
- (i) 儘管有任何相反規定，閣下必須承擔代名人為閣下於宏利智晰投資服務帳戶內持有任何單位而產生的任何稅務，除非任何該等稅務產生的唯一原因是因為代名人以其自身的名義持有該等單位，而若直接以閣下的名義持有該等單位則不會產生該等稅務。
- (j) 閣下授權宏利，賣出或啟動代名人賣出，為閣下持有的任何單位，以用作清償閣下或代表閣下欠負宏利、任何宏利集團公司、代名人或任何第三方的任何債務。
- 5.2. 閣下的現金帳戶
- (a) 閣下茲同意並授權宏利，安排銀行為閣下的每一個宏利智晰投資服務帳戶開立一個現金帳戶，惟須受銀行的慣常條款及條件規限(包括其現時利率)，並且指示銀行以閣下的有關現金帳戶收取或支付款項，以執行閣下的客戶指示或執行本協議的條文規定(包括向宏利、任何宏利集團公司或代名人付款的指示，以清償欠負宏利、宏利集團公司或代名人的任何款項)。
- (b) 於本協議項下應支付的所有款項(包括為執行閣下的客戶指示或清償欠負宏利或代名人而必須支付的任何費用或款項)均應由閣下的有關現金帳戶扣除。
- (c) 於本協議項下應收取的所有款項(包括從閣下收取的款項、單位贖回的款項及利息、單位的股息或其他付款收入或收益分派)均應付予及存入閣下的有關現金帳戶。
- (d) 閣下確認，宏利或銀行可從閣下應付或應收的任何款項中，或從應轉往或轉自閣下的現金帳戶的任何款項中，預扣或扣減任何為遵從適用法律而必須預扣或扣減的金額。閣下確認，宏利、宏利集團公司及銀行毋須為閣下支付任何該等預扣或扣減金額，亦毋須承擔任何相關責任。
- (e) 閣下確認及同意，閣下的現金帳戶內所持款項應計的全部利息(無論是以應計方式記入閣下的現金帳戶或由宏利決定的其他方式)均應存入閣下的現金帳戶，而該等款項的利息應按銀行現時利率或按宏利可全權及絕對酌情釐定的利率支付。
6. 以電子形式及其他傳訊方式發放文件
- (a) 閣下確認及同意，本公司可以用電子方式或適用法律允許的其他方式(「電子傳訊」)，向閣下發送有關閣下的客戶指示或要求，以及有關閣下的宏利智晰投資服務帳戶的所有資料及文件。該等資料或文件包括(但不限於)產品文件(如基金發售文件)、通告、公告及其他通訊，以及交易文件(如成交單據、帳戶結單及收據)(若適用)。若本公司按閣下現時於宏利記錄在案的電郵地址、手機號碼、透過短訊及／或其他電子地址向閣下發送通知書，並在閣下可通往取覽的宏利網站、宏利流動應用程式及／或其他電子媒介提供資料及文件給閣下，應被視為本公司已經以電子方式(或其他方式)妥善送達該等資料和文件給閣下。
- (b) 閣下確認及同意，本公司的電子傳訊服務的條款及條件(閣下可在宏利網站、宏利流動應用程式及／或其他電子媒介中閱覽)：
- i) 電子傳訊服務可能承受若干資訊科技風險及出現服務中斷。閣下或會因為使用本公司的電子傳訊服務而產生額外費用，例如：互聯網上網費、電訊費用等；
- ii) 使用本公司的電子傳訊服務時，必須使用合適的電腦設備及軟件、互聯網及／或其他網絡上網，以及閣下現時於宏利記錄在案的電郵地址、手機號碼及／或其他電子地址。閣下的電郵地址、手機號碼及／或其他電子地址若有更改，應立即通知本公司；
- iii) 本公司的電郵及／或其他電子通知書將通知閣下，有關閣下的宏利智晰投資服務帳戶的文件已經上載至閣下可通往取覽的宏利網站、宏利流動應用程式及／或其他電子媒介，因此閣下應定期查閱閣下的電郵及／或其他電子通知書。若本公司發現發送給閣下的電郵及／或其他電子通知書因任何原因未能送達給閣下，本公司可用郵寄及／或其他方式(若適用)通知閣下；
- iv) 閣下接獲本公司的電郵及／或其他電子通知書後，應及時審閱上載至宏利網站、宏利流動應用程式及／或其他電子媒介、有關閣下的宏利智晰投資服務帳戶的文件，以確保文件中的任何錯誤在實際可行的情況下，盡快被識別及通知本公司；
- v) 閣下應把有關閣下的宏利智晰投資服務帳戶的文件以電子檔儲存在個人電腦內或列印該等文件以供日後參閱。
- vi) 閣下取覽與閣下宏利智晰投資服務帳戶相關的交易文件受閣下的用戶名稱、密碼、一次性密碼及／或生物識別憑據(統稱「識別資料」)保護。若發現或懷疑任何未經授權人士取得閣下的任何識別資料，或閣下的任何識別資料可能會在未經授權下被使用，閣下應馬上通知宏利；及
- vii) 閣下可在不短於適用法律訂明的存取期內，在網上取覽、查閱及下載閣下的交易文件(如成交單據、帳戶結單及收據)
- 閣下可隨時要求索取有關閣下的宏利智晰投資服務帳戶的文件之列印本，惟須支付宏利可指定的費用。
- (c) 宏利應遵照適用法律向閣下提供成交單據，及定期結單，以反映閣下的宏利智晰投資服務帳戶內的活動。若宏利發出該成交單據或結單後三十(30)日內，本公司的客戶聯絡中心(聯絡詳情請見服務條款)並未收到閣下的書面反對，則該成交單據或結單即為定論，並對閣下具約束力。若未能按上述方式通知宏利，閣下將不能在其後的日子聲稱有關交易為未經授權。
- (d) 通訊將會寄往宏利智晰投資服務帳戶持有人的電郵(或其他電子)地址，或聯名宏利智晰投資服務帳戶第一持有人的電郵(或其他電子)地址。所有通訊一經發送，不論是以電郵方式或其他方式送出，即應被視為已經送達閣下本人，不論閣下是否確實收到。

- (e) 閣下保證，現時於宏利記錄在案的電郵(或其他電子)地址，為閣下本人收取通訊的地址。

## 7. 反洗黑錢

- (a) 本公司保留權利要求閣下，而閣下保證將會在無不當延遲的情況下，向本公司提供必要的資料，包括(但不限於) **個人資料收集聲明、服務條款、閣下的客戶資料或風險取向**(若適用)，以確定及核實閣下的身份、資金來源及財富來源，或(若有不同)閣下的宏利智晰投資服務帳戶的實益擁有人的身份、其資金來源及其財富來源。若本公司提出該要求，但閣下延遲或無法提供被要求的資料作核實用途，則閣下的客戶指示或要求可被拒絕受理；或，若為贖回要求，有關基金的過戶代理人可扣起贖回款項(不計利息)，又或本公司可保留閣下於現金帳戶內的現金，直至資料提交前均不會發放。

## 8. 個人資料私隱

- (a) 閣下接納並同意，遵守**個人資料收集聲明**的條款。
- (b) 就閣下已閱讀及接納的**個人資料收集聲明**，其內容所載關於任何資料移轉的目的而言，閣下進一步確認及同意：(i)閣下的個人資料被轉交給**個人資料收集聲明**第5節所述的承讓人，該承讓人可位於本公司或宏利集團公司及各基金的其他成員、代理人、承辦商或第三方服務供應商開展業務及／或設存業務資料的司法管轄區，(ii)除非閣下另行通知本公司，否則宏利按**個人資料收集聲明**第6節所述，將閣下的個人資料作直接促銷用途，及(iii)除非閣下另行通知本公司，否則宏利按**個人資料收集聲明**第7節所述，向宏利集團公司(不包括宏利)提供閣下的個人資料作直接促銷用途。

## 9. 資料收集及交換

- (a) 閣下明白，宏利集團公司或各基金的其他成員、代理人、承辦商或第三方服務供應商(合稱為「**基金的有關人士**」)於全球多個國家／地區經營業務。閣下同意，基金的有關人士(包括本公司)或旗下任何基金可不時受規限於關於基金的有關人士或基金的各種義務、及／或任何適用法律，包括稅務事項(「**稅務要求**」)。
- (b) 閣下同意，按宏利(或任何基金的有關人士)不時指定的方式，以指定的步驟，在指定時間內向宏利(包括代表任何基金的有關人士或按任何基金的有關人士要求)提供指定的資料、材料及文件，以便宏利或任何基金的有關人士能夠執行某項指示、閣下的客戶指示、履行本協議所述服務，包括不論是否與上述稅務要求有關，及／或為遵從與任何單位有關的任何文件、適用法律及市場慣例。
- (c) 宏利獲授權，採取其可認為權宜的步驟，使其能夠遵照適用法律或按基金的有關人士(或其代表人)的要求，向閣下提供服務，包括有權預扣及／或支付與單位有關的任何應付稅項或稅款，而毋須承擔任何相關責任，或從有關贖回款項中扣除任何有關贖回的收費，並披露有關閣下(包括閣下授權的人士及受益人)的、任何單位的，或閣下的宏利智晰投資服務帳戶內任何交易的資料。上述流程及相關資料處理流程可能牽涉將資料轉移至香港境外，亦可能涉及透過中介機構、服務供應商、交易對手方或政府機構／部門之間轉移資料。若任何轉移涉及收款人或第三方資料，閣下同意，已向其取得所有必要的同意，以按照本第9條同意上述事項。
- (d) 若有任何情況令閣下的納稅人身份改變，包括變更國籍、居住地、電話號碼或地址，閣下將會在切實可行的範圍內，盡快於三十(30)日內以書面通知本公司。
- (e) 儘管有任何其他條文規定，並在適用法例的規限下，閣下不應行使任何適用法律項下的權利，以阻止本公司收集或共用上述資料，或妨礙本公司滿足與閣下、閣下的繼承人，或閣下的繼任人有關的稅務要求。
- (f) 閣下同意，若閣下、閣下的繼承人，或閣下的繼任人未能向本公司提供上述資料，或閣下於任何時候，撤回本第9條項下的同意／協定(全部或部分)，或對該等同意／協定提出異議(全部或部分)，則本公司可全權酌情於本協議項下保留應付款項、暫停單位買賣，或終止本協議(又或基金的任何發行機構(若適用)可保留應付款項或暫停買賣)。

## 10. 股息收入

- (a) 在單位的發行條款及規則規限下，來自單位的股息收入將會被再投資於同一類別的單位，並且只會在閣下透過宏利網站，提出特別要求時，方會被存入閣下的現金帳戶。
- (b) 閣下確認，該等再投資交易將會受規限於宏利與各基金之間協定的處理安排。宏利將在切實可行的情況下，儘快執行該項交易，惟該

項交易的執行未必與有關基金發售文件內所訂明的時限一致。

## 11. 報告及投票

- (a) 在適用法律要求的規限下，宏利及代名人並無責任或義務，行使為閣下認購／購入或收取／持有的投資的投票權或其他選舉權利。
- (b) 在該情況下，除適用法律另有規定外，閣下同意，宏利及代名人應獲得豁免，無任何責任及義務通知及發送，任何代表委任表格或發出給閣下的其他文件。

## 12. 聲明及保證

閣下茲聲明並保證：

- (a) 除非另行通知宏利，否則閣下是透過宏利認購的全部單位的受益人，及／或是閣下於宏利智晰投資服務帳戶內所持單位及現金帳戶的受益人；
- (b) 閣下具備必要的法律能力、充分權力及權威，訂立本協議及進行本協議項下預期的任何買賣交易或發出任何客戶指示，以及簽署任何必要文件、表格及作出任何所需聲明，以讓本協議及任何未來的客戶指示，對閣下將構構具法定約束力及可強制執行的義務(或，若閣下的宏利智晰投資服務帳戶乃代若干其他人士或公司開立及操作，則閣下具備必要的法律能力、充分權限及獲授權代表該(等)人士或該(等)公司；
- (c) 閣下已經收到並仔細閱讀，且明白最新版本的基金銷售文件，並據此認購或購買單位；
- (d) 閣下作出基金申請人、投資者或持有人必須作出的所有聲明、保證及承諾(無論是向基金、其基金經理或其他代表人，或任何其他相關監管機構或人員作出)，包括但不限於基金銷售文件所要求作出的該等聲明、保證及承諾；
- (e) 盡閣下所知及所信，閣下於**客戶資料問卷、風險取向問卷**內所提供所有資料，以及就本協議而提供的所有資料，均為真實、完整和準確的資料；
- (f) 閣下應對閣下於**客戶資料問卷、風險取向問卷**及本協議內所作出的聲明承擔全部責任，而宏利、宏利集團公司、銀行及代名人因宏利、宏利集團公司基於閣下的聲明而代表閣下進行任何買賣交易、投資、或處理任何客戶指示所引致的任何損失，宏利、宏利集團公司、銀行及代名人概不負責；
- (g) 閣下並無受到任何適用法律或基金發售文件禁止或限制認購、持有、贖回、轉換、轉讓或訂立任何有關單位的交易。
- (h) 閣下遵從所有適用法律，包括取得訂立任何單位交易所需的任何同意；
- (i) 閣下不會並將避免從事任何可能妨礙或阻止本公司履行責任或義務(包括法定責任)的行為，或引致本公司觸犯任何規限本公司的法律或規例；
- (j) 閣下於任何時候均應自行瞭解閣下擁有國籍、居所或戶籍的國家／地區，有關投資的、現行有效的法律、稅務、外匯管制規例及限制；
- (k) 本協議應適用於閣下的每一個宏利智晰投資服務帳戶，以及閣下於宏利智晰投資服務帳戶項下所作出的每一項客戶指示。

閣下聲明，閣下已遵從並將繼續遵從所有適用法律，且上述聲明及保證將視作在閣下每次開立宏利智晰投資服務帳戶時，以及閣下每次就宏利智晰投資服務帳戶而向本公司發出指示以辦理客戶指示時，重複作出。閣下及宏利相互向對方承諾，若在本協議項下提供的任何資料有任何重大變更，將會從速通知對方。

## 13. 責任

- (a) 閣下同意，就宏利因為閣下的投資而招致的所有責任，向宏利作出彌償，但直接因宏利的嚴重疏忽、明知的失責或違反本協議而引致的責任除外。宏利對任何間接或隨後引致的損失，或因投資的價值下跌而導致的損失，概不負責。

- (b) 閣下同意，若閣下因為宏利的嚴重疏忽而蒙受損失，宏利的責任將只限於由宏利錯誤轉撥或錯誤運用的任何款項，不得追討任何其他性質的其他損害賠償，包括隨後引致的損害賠償。
- (c) 宏利與第三方基金供應商嚴禁頻繁交易及市場選時交易，以保障基金的利益。短線或過度買入和賣出基金，可能會擾亂投資組合管理的策略及增加開支，並且可損害基金的表現。閣下明白並同意，若閣下因為從事或涉嫌從事過度交易或市場選時，違反該等適用法律或有關基金發行機構於基金發售文件中所列載的政策，宏利(或在有關基金發售文件允許的情況下，有關的基金發行機構)可能會徵收額外費用，並且宏利(或有關第三方基金發行機構，若適用)保留權利，可拒絕買賣交易的指示，及/或本公司可終止閣下的宏利智晰投資服務帳戶，特別是某些被視為擾亂性的交易，尤其是被認為已建立短線或過度買賣的模式，或其買賣已經或可能擾亂基金的市場的投機人士或投資者。關於每個基金對於頻繁交易和市場選時的政策的更多資料，請參閱有關基金發售文件。
- (d) 就本條款而言，宏利的提述，包括代名人、宏利及宏利集團公司。

#### 14. 離岸服務

閣下確認並同意，並非所有基金均可在香港以外地方供投資。某些基金/單位的任何特定發售，可能尚未登記，並且可能不會根據有關證券法律和規例向有關監管機構登記，因此可能不得在香港以外地方出售或公開發售。參與有關推廣的宏利及任何宏利集團公司可能並未在香港以外的地方取得牌照、授權或辦理登記，故不得積極地進行任何該等推廣。任何單位的發行，必須根據基金銷售文件在香港獲獲有效的認購申請後，方為有效。

#### 15. 收費

買賣基金的費用及開支，應按閣下所持有的宏利智晰投資服務帳戶種類收取，並詳載於服務條款。此外，閣下將會向宏利、宏利集團公司、銀行及代名人償還各方代表閣下就閣下的宏利智晰投資服務帳戶內的任何買賣而產生的、並在本協議中訂明的，任何費用、收費及開支(包括但不限於銀行費用及收

#### 16. 佣金、服務佣金和其他款項及利益衝突

- (a) 除閣下必須支付的上述費用外，宏利可不時(在任何適用法律不禁止的範圍內)從以下來源收取和保留金錢及非金錢利益，包括費用收入、佣金、銷售佣金，及/或其他款項：(i)源自宏利於本協議項下分銷的基金(包括第三方基金)的發行機構，歸因於宏利根據本協議提供服務，且閣下對基金作出投資，(ii)源自宏利又可獲委任為某些基金的投資經理，收取管理費或顧問費(及，在某些基金乃由宏利集團公司管理或擔任顧問的情況下，則由該宏利集團公司收取管理費或顧問費)，及(iii)源自宏利可獲委任為宏利集團公司所管理或發行的某些基金的香港代表，收取費用。閣下同意，宏利收取及保留該等金錢及非金錢利益，包括費用收入、佣金、銷售佣金，及/或其他款項(並請參閱服務條款)。宏利(或宏利集團公司，若適用)收取或保留該等金錢及非金錢利益，包括費用收入、佣金、銷售佣金，及/或其他款項，不應被詮釋為宏利違反可能對閣下負有的受信責任或衡平法上的責任。
- (b) 宏利及任何宏利集團公司可為本身的帳戶或其他客戶的帳戶買賣單位。
- (c) 於本協議項下提供服務時，任何宏利集團公司可能會就該等服務，或就閣下於宏利智晰投資服務帳戶內的任何所持投資，以主事人身份行事，並可能會進行任何宏利集團公司直接或間接擁有重大利益，或與閣下存有潛在利益衝突的其他相關交易。
- (d) 宏利已獲授權與任何宏利集團公司進行任何交易，宏利亦可能於任何交易佔有利益，但宏利毋須就該等交易帶來的任何利潤或利益向閣下交代。
- (e) 宏利或任何宏利集團公司可能與任何基金的基金經理、分銷商或發行機構、銀行或代名人，存在銀行或其他財務關係。
- (f) 除非另有註明，否則於本協議項下為閣下提供服務時，宏利應以閣下的代理人身份，而非主事人身份，代表閣下進行任何交易。

#### 17. 風險披露聲明

- (a) 基金價格可能波動，並有時大幅波動。基金價格可升可跌，可能變得毫無價值。買賣基金可能獲利，亦可能招致虧損。

- (b) 由於交易可能於海外結算，宏利或其聯屬人接收或持有的客戶資產，或會受制於有關海外司法管轄區之適用法律，而該等適用法律或會有別於香港《證券及期貨條例》及該條例項下頒佈之規則。故此，該等客戶資產未必可以享有於香港接收或持有之客戶資產獲賦予之相同保障。
- (c) 部分基金可能投資於衍生工具，而衍生工具或會牽涉額外風險。例如：若使用該等工具作槓桿，可能導致較大波動。部分基金有可能廣泛使用衍生工具，包括較複雜的衍生工具或策略，以達致其投資目標，此舉可能引致額外風險承擔，即表現升跌幅度超出原有水平。在不利形勢下，基金所使用的衍生工具可能無效，而基金可能因而蒙受重大虧損。使用衍生工具或會招致槓桿風險、流動性風險、交易對手方風險和估值風險。

#### 18. 終止

- (a) 除非及直至發生以下情況終止本協議，否則本協議應繼續並維持有效：
- 任何一方向對方發出不少於三十(30)日的書面通知以終止協議；或
  - 任何一方嚴重違反其於本協議或任何適用法律項下的義務，並在可修正的情況下，未能在收到通知方的書面通知要求修正後三十(30)日內修正；或
  - 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，或接收人被委任接收其任何資產；或
  - 若本協議項下提供的代名人服務或任何其他服務違反任何適用法律，或閣下的宏利智晰投資服務帳戶因本協議所容許的其他理由而終止，又或閣下於宏利智晰投資服務帳戶內的全部所持單位已根據閣下投資於有關基金的條款而被有效強制贖回，則於宏利發出書面通知後即時生效。
- (b) 閣下的宏利智晰投資服務帳戶一經終止，閣下將被視作已指示宏利酌情：

- 在本協議終止生效的當日，贖回或以其他方式處理當時由代名人為閣下於宏利智晰投資服務帳戶持有的任何單位，或若該日並非一個交易日或宏利所指定的最後交易時間已過，則於下一個交易日進行(「終止日期」)，而所得的有關贖回或交易收益(在清償任何應付予宏利或任何宏利集團公司的任何未償還債務、成本及費用後)將會被匯寄給閣下及/或用作清償由閣下、宏利或代名人代表閣下產生的任何債務；
  - 在終止日期把當時由代名人為閣下於宏利智晰投資服務帳戶持有的任何單位，直接轉讓至閣下名下(或閣下提名的代名人，若適用)；及
  - 取消任何尚未執行的交易。
- (c) 終止本協議並不影響已發出的客戶指示的完成。
- (d) 終止不會影響應得權利、彌償、現有承諾或任何意圖在終止後尚存有效的合約條文。

#### 19. 保密

- (a) 宏利從閣下取得或宏利因履行本協議項下服務而取得，但並非屬公開的所有資料，應被視為機密資料，並由本公司以嚴格保密方式持有，僅為閣下的利益及供閣下使用，並始終受適用法律規限，未取得閣下事先書面同意前，宏利不會直接或間接向任何人士披露，但按本協議項下的條文規定(包括但不限於第8條及第9條，以及個人資料收集聲明的條文規定)除外。
- (b) 閣下同樣應將宏利向閣下提供的交易意見或其他結單的非公開資料(包括宏利向閣下提供的交易指示或其他報表所載的資料)保密，不可向任何人士披露。

## 20. 轉讓與轉授

- (a) 閣下同意，宏利把本協議項下的全部或任何利益和義務，轉讓予任何合適的宏利集團公司。閣下將會獲得通知有關轉讓。
- (b) 宏利可委任任何人士(不論是否宏利集團公司)擔任顧問或執行其於本協議項下的任何職能或職責，在受第8條及第9條的規限下，本公司可向任何該等人士提供有關閣下及閣下之投資的資料。

## 21. 修訂

- (a) 宏利可(以電郵、其他電子通知書、透過宏利網站或以宏利決定的方式)向閣下發出書面通知，以修訂本協議的條款。若本協議內所載資料出現重大變更，宏利可隨時向閣下再發佈此等條款的全部或部份條文。經修訂的條款，將由宏利再發佈之日起生效，或自通知書上列明的生效日期起生效(以較後者為準)。此外，閣下可隨時免費向宏利索取最新的條款。
- (b) 若本協議中英文文本之間出現分歧，概以英文本為準。

## 22. 法律

本協議將受香港法律規管，並按香港法律闡釋。閣下與宏利均受香港法院的獨有管轄權所管轄，以解決因本協議而引起的任何爭議。

## 23. 第三者權利

除非本協議另有明文相反規定，否則除了閣下、宏利、任何宏利集團公司、代名人或任何基金的有關人士以外，其他人士一概無權根據《合約(第三者權利)條例》執行本協議的任何條文規定或享有本協議的任何條文規定下的利益，惟上述除外人士或其允許的繼承人或受讓人則不在此限。儘管有本協議的任何條文規定，本協議可隨時撤銷或變更而毋須獲得任何非本協議立約方的人士同意。