

**MANULIFE INVESTMENT MANAGEMENT
(HONG KONG) LIMITED
宏利投資管理(香港)有限公司**

**Client Agreement
客戶協議**

**(for Individual)
(個人客戶適用)**

CLIENT AGREEMENT

客戶協議

This Agreement is made between **Manulife Investment 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 10th Floor, Lee

Garden One, 33 Hysan Avenue, Causeway Bay, Hong Kong (“**Manulife**”, “**we**” or “**us**”); and the Client named in Schedule II hereto, whether in a single name or in joint names (the “**Client**” or “**you**”) (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 you with any Collective Investment Scheme in respect of your dealings in Units;
“ Associate ”	means any subsidiary, or holding company of Manulife or any subsidiary of such holding company;
“ Client Profile ”	means the client profile a Client completes with respect to an Account, as may be amended from time to time;
“ Collective Investment Scheme ”	means any mutual fund, unit trust or other collective investment scheme whose Units are distributed by Manulife;
“ Dealing Transaction ”	means any subscription, switching, transfer or redemption of Units;
“ Designated Client ”	means, in the case of the Client in joint names (that is, for a joint Account), the natural person who is one of the joint Account holders named in the Risk Profile Questionnaire set out in Schedule III hereto, whose capability is acknowledged by the Client and who is appointed by the Client to act for and in the best interests of all the joint Account holders under this Agreement relating to the Client’s risk profile. The risk profile derived from the Risk Profile Questionnaire is and will be regarded as applicable to the Client (that is, jointly and severally for each of the joint Account holders under this Agreement). Only one Designated Client (as may be changed from time to time in writing by all such joint Account holders who signed the Risk Profile Questionnaire) is allowed for any Client in joint names at any given time during the term of this Agreement;
“ Manulife Fund ”	means any investment fund sponsored or managed from time to time by any member of the Manulife Group, whose Units are distributed by Manulife;

“**Manulife Group**” means Manulife Financial Corporation and its subsidiaries and affiliates (including but not limited to Manulife (International) Limited, Manulife Provident Funds Trust Company Limited and Manulife);

“**Risk Profile**” means the Risk Profile Questionnaire a Client completes with respect to an Account, as may be amended from time to time; 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 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.

2. Appointment and Scope of Services

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

2.2 Manulife acts as a distributor of the Collective Investment Schemes. You wish to appoint us to, and we are agreeable to, provide you 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 you with copies of the offering documents and marketing materials relating to one or more Collective Investment Schemes;

2.2.2 although in general we will not provide you with personal investment advice in connection with your Account or this Agreement however, we may provide information on general investment market updates, and the Collective Investment Scheme(s) (at your request) which will accord with your Client Profile and Risk Profile, to assist investment decisions made by you;

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 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.

2.2.3 to carry out your instructions in respect of your Dealing Transactions, or in relation to any other instructions which you may wish or need to give to any Collective Investment Scheme in which you propose to invest or in which you have 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 your 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 you in assessing and updating and understanding your wealth management goals as the basis for your plan to invest in Units of the relevant Collective Investment Scheme(s).

2.3 The information provided by you 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 you on your Dealing Transactions and your investment holding within your Account.

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

2.5 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 Collective Investment Scheme.

2.6 If we solicit the sale of or recommend 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 of this Agreement or any other document we may ask you to sign and no statement we may ask you 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 You will give us instructions on Dealing Transactions in clear and unambiguous written terms. Your instructions for Dealing Transactions must be given in writing on prescribed forms and shall be duly signed by you 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, your verbal instructions.

3.2 You shall ensure that the information given in your 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 your Dealing Transaction 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 you arising as a result of any error or omission in completing any such dealing application or request.

3.3 Your 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 you give instructions by facsimile, we are authorized to accept all such relevant instructions pertaining to your 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 you or on your behalf until the required original requests are received by us. We shall not be liable for any losses, damages, costs or expenses that you 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. You confirm that you are 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. You agree 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 you. However, once we have accepted an 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.

3.6 You acknowledge and agree that instructions given to us may, depending on prevailing conditions, fail to be executed, and you agree that all losses incurred as a result of such failure shall be borne by you other than any which arise from our gross negligence or default. You further agree that we shall not be liable for any loss incurred by reason of the manner or timing of execution of any of your instructions. We shall not be liable to you 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 your Account will be paid out of the Collective Investment Schemes by the transfer agent of the relevant Collective Investment Scheme according to your instruction in the relevant redemption form. You acknowledge and accept that any charges incurred by the transfer agent of the relevant Collective Investment Scheme resulting from arranging payment of redemption proceeds to you may be deducted from your redemption proceeds.

4. Electronic Dissemination and Other Communications of Documents

4.1 You acknowledge and consent that all information and documents regarding your Dealing Transactions or requests and your Account may be sent to you by electronic means or such other means permitted by the applicable laws or regulations (**"e-dissemination"**). Such information or documents shall include, without limitation, product documents such as Collective Investment Scheme 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 means or otherwise 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.

4.2 You acknowledge and accept the following terms and conditions for our e-dissemination service, which you can view on the Manulife website, Manulife mobile app and/or other electronic media:

4.2.1 e-dissemination 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;

4.2.2 Appropriate computer equipment and software, internet and/or other network access and your email address, mobile number and/or other electronic address currently on record with Manulife are required for using our e-dissemination service. You should inform us immediately upon a change in your email address, mobile number and/or electronic address currently on record with Manulife;

4.2.3 Our email and/or other electronic notification will serve to inform you that a document in connection with your 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;

4.2.4 You should promptly review the documents in connection with your Account as available on Manulife website, Manulife mobile app and/or other electronic media upon receipt of our email and/or other electronic notification to ensure that any errors in the documents are detected and reported to us as soon as practicable;

4.2.5 You should save electronic copies of the documents in your own computer storage or print hard copies of such documents in connection with your Account for your future reference;

4.2.6 Your access to trade documents in connection with your 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

4.2.7 Your trade documents are available for online access, review and downloading for a period not less than the retrieval periods specified under applicable laws and regulations.

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

5. Anti-Money Laundering

5.1 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 the information required in the Schedules to this Agreement) to ascertain and verify your identity and your source of funds and wealth or (if different) identity of the beneficial owner of your 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 purpose, this may result in your instructions for Dealing Transactions or request 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 you until such information is produced. Your subscription monies will be returned without interest to your designated bank account in your own name.

5.2 If the Account is opened and operated on behalf of some other person(s) or company(ies), you warrant, and are duly authorized to warrant that (if the other person(s) or company(ies) is not a/are not financial institution(s) organized and operating in a member jurisdiction of the Financial Action Task Force ("FATF")), you will appropriately ascertain and verify the identity and source of wealth and funds of the other person(s) or company(ies) 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 you are 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 You accept and agree 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, you further acknowledge and consent to 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 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 You understand that Manulife is a member of the Manulife Group and that the Manulife Group has operations in many countries around the world. You agree 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 You 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 you from time to time in relation to the above tax requirements. You will also ensure that any successor owner and/or payee under this Agreement will provide us with the above information.

7.3 You will notify us as soon as practicable but within thirty (30) days in writing of any circumstances that could result in a change to your taxpayer status, including any change of citizenship or residence or telephone number or address.

7.4 You agree that it is reasonable and appropriate for Manulife (where required or permitted by the tax requirements) to collect the above information. You agree 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, counter-parties 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 7.

7.5 Notwithstanding any other provisions and subject to applicable laws and regulations, you 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 you or your heirs or successors interest (or current/future payees under this Agreement).

7.6 You agree that we may withhold any payment due to you and to remit the withheld amount directly or indirectly to the taxation authority under the applicable tax requirements and you agree that, at our sole discretion, we may suspend or terminate your Agreement with us if you (or any successor owner and/or payee under this Agreement) fail to provide us with the information referenced above or if at any time you (or any successor owner and/or payee under this Agreement) withdraw the consent/agreement under this Clause 7 (wholly or partially) or contest (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. You represent, warrant and undertake that:

- 8.1.1 all information and documents supplied by you to us are and will be true and correct;
- 8.1.2 you have 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 your part;
- 8.1.3 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) which may cause us to breach any laws or regulations to which we are subject;
- 8.1.4 in the case of Client which are also financial institutions making Dealing Transactions or requests on behalf of their individual customers, you have full power and authority to make such requests on behalf of your customers and to execute any necessary documents, including the respective request forms, and in particular (but without limitation to the aforesaid), you 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 you and other dealings with respect to any Collective Investment Schemes. You acknowledge and agree 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 Manulife 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 Manulife may owe to you; and
- 8.1.6 you 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.
- 8.2 You acknowledge 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. You represent and warrant that you are 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 you 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 your 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 Manulife shall not exceed the market value of your 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. You hereby hold such persons harmless in relation to any losses or expenses incurred as a result of their so acting or refraining from acting.
- 9.2 You acknowledge that any requests given or purportedly given by you or, if applicable, by any other person(s) authorized to act on your behalf, are binding on you. You further acknowledge 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 your 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 you 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, you agree 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 your 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 your 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 The obligations of the Client, if in a single name, shall be binding on you and your legal personal representatives and successors. The obligations of the Client, if in joint names, shall be joint and several and shall be binding on each of you. Subject to any applicable provision in the articles of association, trust deeds and/or offering documents of the relevant Manulife Funds, on the death of a natural person between or among joint Account holders, the title to or interest of the deceased Account holder will automatically pass to the surviving Account holder(s). The surviving joint Account holder(s) will be the only person(s) recognized by us as having any title to or interest in the Units registered in the names of such joint- name Client. 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 representatives and successors upon the death of any last survivor, as the case may be.
- 9.6 Neither Manulife nor any of its directors, officers, employees or agents shall be liable to you for any loss or damage suffered by you arising out of or in connection with any research or information (“**Third Party Information**”) prepared and/or generated by a third party service provider. You acknowledge that Manulife will not independently verify any Third Party Information and, to the extent permitted by law, Manulife 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. You also acknowledge that any Third Party Information provided by Manulife should not be considered as a recommendation by Manulife in relation to an investment in any Collective Investment Scheme, and that you must make an independent assessment of any Third Party Information.
- 9.7 You under take to keep Manulife 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 Manulife’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 you of the warranties or the Terms of this Agreement without prejudice to any lien, right to set-off or other rights which Manulife may have.
- 10. Payments**
- 10.1 Manulife 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 you having all of your holding of Units in any Collective Investment Scheme(s) validly and compulsorily redeemed pursuant to the terms of your 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 Dealing Transactions already initiated.

12. Risk Disclosure Statement

- 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 Manulife) to its address shown on page 1 of this Agreement; and (if to you) to your address on record with Manulife.

14. Confidentiality

- 14.1 We shall regard all information not already within the public domain which we 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 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 your prior written consent.
- 14.2 You 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 you.

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 your interests or release us from any responsibility to you or impose upon you any obligation to make any payment.
- 16.2 You shall not be entitled to assign or transfer any of your rights or obligations under this Agreement without the prior written consent of Manulife. We shall be entitled to withdraw any service or facility granted as determined by us with our prior written notice to you.
- 16.3 Manulife may assign or transfer all or part of its rights and obligations under this Agreement to any person which is an Associate of Manulife without your prior consent provided that prior written notice of any such assignment or transfer has been given to you.
- 16.4 This Agreement shall be continuous and shall cover, individually and collectively, all Accounts at any time opened or reopened with Manulife irrespective of any change or changes at any time in the personnel of Manulife or its successors, assigns or affiliates. This Agreement including all authorizations, shall inure to the benefit of Manulife and its successors and assigns, whether by merger, consolidation or otherwise, and shall be binding upon you and/or your estate, executors, trustees, administrators, legal representatives, successors and assigns. You hereby ratify all Dealing Transactions with you affected prior to the date of this Agreement, and agree that your 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 You agree and understand 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. You agree that you shall at all times inform yourself as to the relevant legal, tax and exchange control regulations in force in the countries of your citizenship, residence or domicile.

本協議由宏利投資管理(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》第五部(香港法例第571章)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,地址為香港銅鑼灣希慎道33號利園一期10樓(「宏利」或「本公司」)及附表二所列客戶(不論單名或聯名)(「客戶」或「閣下」)簽訂(「本協議」)。

基於在此載有的相互契諾,並確認收到,本客戶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」	指閣下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;
「客戶資料問卷」	指客戶開立帳戶時,客戶填妥的客戶資料問卷(經不時修訂);
「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;
「指定客戶」	以聯名客戶(即聯名帳戶)而言,指附表三「風險取向問卷」指明的聯名帳戶持有人當中其中一位自然人,其身分資格受客戶承認,並且是由客戶指派代本協議下所有聯名帳戶持有人就客戶的風險取向事宜行事,並以本協議下所有聯名帳戶持有人的最佳利益為依歸。由「風險取向問卷」所獲得的風險取向將被視為適用於客戶(即對本協議下每名聯名帳戶持有人共同或各別而言)。於本協議有效期間任何時間,每個聯名客戶僅限一位「指定客戶」(可不時由簽署「風險取向問卷」的所有聯名帳戶持有人以書面更改)。
「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);
「風險取向問卷」	指客戶開立帳戶時,客戶填妥的風險取向問卷(經不時修訂);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 「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。

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 本協議隨附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。

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。閣下希望委託本公司且本公司同意向閣下提供以下全部或任何下列服務,惟若本公司合理認為有理據拒絕提供該等服務,本公司將保留拒絕提供有關服務的權利:—

2.2.1 向閣下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 儘管一般而言本公司不會就閣下的帳戶或本協議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(按閣下的要求)提供符合閣下客戶資料問卷和風險取向問卷結果的各集體投資計劃之有關資料,以協助閣下作出投資決定;

2.2.3 根據本協議的條款,執行閣下指示的買賣交易,或閣下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,包括代閣下提出買賣交易,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 協助閣下評估、更新及了解閣下的財富管理目標,作為閣下投資相關集體投資計劃的單位之依據。

2.3 本公司將使用閣下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),以就閣下的買賣交易及帳戶內所持投資向閣下提供任何服務。

2.4 閣下確認會就其集體投資計劃的買賣交易作出獨立決定,惟有關決定或可建基於本公司根據本協議的條款向閣下所作的建議或提供的意見。

2.5 閣下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 若本公司向閣下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閣下的財政狀況、投資經驗及投資目標後而認為合理地適合閣下的。本協議的其他條文或任何其他本公司可能要求閣下簽署的文件及本公司可能要求閣下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 閣下會就買賣交易向本公司提供清晰及明確的書面指示。閣下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閣下的口頭指示行事。

3.2 閣下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閣下的買賣交易或更改資料要求,除非及直至閣下在相關表格提供完整的資料為止。本公司對閣下由於在完成任何該等買賣申請或要求時出現的任何錯誤或遺漏而蒙受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文件後,方會接納買賣交易的指示,交由過戶代理人處理:(i)已填妥及簽署按照相關集體投資計劃指定形式提出的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規定的已結算妥當認購款項;及(iii)程序中集體投資計劃要求的任何其他資料或文件。

3.4 倘閣下以傳真作出指示,本公司會獲授權接納有關閣下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,拒絕按照閣下或閣下代表作出或

據稱由閣下或閣下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。本公司對行使該情權或因傳送失敗而無法接獲或遺失傳真要求而可能令閣下蒙受或引起的任何損失、損害、成本或開支概不承擔責任。閣下確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。閣下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，亦毋須就拒絕接納閣下的指示而提供任何理由。然而，當本公司接納與閣下有關的指示後，必須取得閣下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 閣下確認及同意本公司可能無法執行閣下的指示(視乎當時的情況而定)，及閣下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。閣下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閣下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閣下於相關贖回表格列明的指示，從集體投資計劃中支付與閣下帳戶相關的贖回款項、股息(如有)及任何其他款項。閣下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. 以電子形式及其他傳訊方式發放文件

4.1 閣下確認及同意，本公司可以電子方式或適用法律或規例允許的其他方式(「電子傳訊」)，向閣下發送有關閣下的買賣交易或要求，以及有關閣下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(如集體投資計劃發售文件)、通告、公告及其他通訊，以及交易文件(如成交票據、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。

4.2 就使用本公司的電子傳訊服務，閣下確認及同意以下可在宏利網站、宏利流動應用程式及／其他電子媒介中閱覽的條款及條件：

4.2.1 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；

4.2.2 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；

4.2.3 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／其他方式(若適用)通知閣下；

4.2.4 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；

4.2.5 閣下應把有關閣下的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；

4.2.6 閣下取覽與閣下的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

4.2.7 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帳戶的文件之列印本，惟須支付宏利可指定的費用。

5. 反洗黑錢

5.1 本公司保留權利要求且閣下在沒有不當延遲的情況下保證將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)，以確定及核實閣下的身份及資金來源及財富來源，或(倘有不同)閣下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，但閣下延遲或無法提供所需資料作核實用途，本公司可能拒絕閣下的買賣交易或要求。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)，直至閣下提供該等資料為止才會發放。閣下的認購款項將不計利息退回以閣下名義開立的指定銀行帳戶。

5.2 倘閣下代表其他人士或公司開立及操作帳戶，閣下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)，閣下會根據對閣下具約束力的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人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 閣下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移轉的目的，閣下進一步確認及同意閣下的個人資料被移轉給聲明內第5條所指明的承讓人，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 閣下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。閣下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 閣下將會應本公司不時向閣下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)。閣下亦確保本協議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 若有任何情況令閣下的納稅人身份改變，包括更改國籍、居住地點、電話號碼或地址，閣下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 閣下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。閣下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，閣下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，閣下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閣下或閣下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 若閣下(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，或閣下(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)，則閣下同意本公司可根據適用稅務規定可保留應付予閣下的任何款項，並將款項直接或間接交予稅務部門，及閣下同意本公司可全權酌情決定暫停或終止閣下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。閣下就以下各項作出陳述、保證及承諾：—

8.1.1 向本公司提供的所有資料及文件目前及日後皆真確無訛；

8.1.2 閣下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閣下將構成具法定約束力及可強制執行的責任；

8.1.3 閣下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，閣下擁有全權及權限代閣下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)閣下擁有全權及權限代閣下的客戶作出陳述，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閣下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。閣下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閣下承擔的受信責任或衡平法責任；及

8.1.6 閣下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 閣下確認：—

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。閣下陳述及保證，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屬人士，不會就任何該等人士根據閣下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閣下招致的損失(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。閣下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 閣下確認閣下、據稱由閣下或獲授權代閣下行事的任何其他人士(如適用)提出的任何要求會對閣下具約束力。閣下進一步確認本公司可以(但無責任)驗證該等要求或核實代閣下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，且毋須就閣下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，閣下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、本公司代理人或聯屬人士毋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。本公司不會就閣下有關於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 客戶(倘為單名)之責任應對閣下及閣下之法定遺產代理人及繼承人具有約束力。客戶(倘為聯名)之責任，應對閣下每一人共同及各別具有約束力。在符合組織細則、信託契據及/或相關宏利基金的發

售文件適用條文的情況下，在兩個或以上聯名帳戶持有人當中有一名自然人身故時，已故帳戶持有人的所有權及利益將自動轉歸尚存的帳戶持有人。尚存的聯名帳戶持有人將是本公司唯一認受的該聯名客戶名下已登記基金單位的所有權及利益擁有人。任何客戶之身故均不會構成免除、放棄或減輕客戶於身故當時的任何法律責任，而此等法律責任應繼續約束任何尚存者(可多於一人)或任何最後尚存者身故後的法定遺產代理人及繼承人，視乎情況而定。

9.6 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」)對閣下引起或與之相關的任何損失或損害承擔責任。閣下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。閣下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，閣下必須自行評估任何第三方資料。

9.7 閣下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，或因閣下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轉移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 緊貼閣下根據投資於有關集體投資計劃的條款有效地強行贖回閣下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)及閣下於本公司登記的地址(倘交付予閣下)後，將被視為已經交付。

14. 保密性

- 14.1 本公司從閣下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，並僅為閣下的利益及供閣下使用而以嚴格保密方式持有。未取得閣下事先書面同意前，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，閣下必須將本公司向閣下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閣下的利益、免除本公司對閣下承擔的責任或令閣下承擔任何付款責任。
- 16.2 未取得本公司事先書面同意前，閣下無權轉讓或轉移本協議項下的任何權利或責任。本公司有權在向閣下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，而毋須取得閣下事先同意，惟本公司必須在轉讓或轉移前以書面通知閣下。
- 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)。本協議對閣下及/或閣下的遺產、遺囑執行人、受託人、遺產管理人、法定代表、繼承人及受讓人均具約束力。閣下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 閣下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。閣下同意會時刻留意自己為公民、居民或所居住的國家之相關法律、稅務及外匯管制規例。

The following Personal Information Collection Statement is provided to you pursuant to the Personal Data (Privacy) Ordinance of Hong Kong (Cap 486, Laws of Hong Kong) in connection with your dealings with, and provision of personal data or information to any of Manulife or its Associates from time to time. This Schedule forms part of the Terms of this Agreement which governs your relationship with Manulife.

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.

“Hong Kong” shall mean the Hong Kong Special Administrative Region of the People’s Republic of China.

“Manulife” shall mean Manulife Investment 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 Investment 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 subparticipation;
- (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, government 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, industry recognized 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 Investment 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, Manulife Hong Kong Series 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),本公司就閣下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,提供下列個人資料收集聲明。

本附表為本協議的一部分,以規管閣下與本公司的關係。

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。

「**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、宏利投資管理(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、宏利投資管理(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:

- 處理、評估和確定客戶對產品及/或服務的申請或要求;
- 執行、維持、管理和運作向客戶提供的產品及/或服務;
- 確認客戶身份並識別客戶;
- 確認所收集資訊的準確性;
- 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;
- 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;
- 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;
- 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;
- 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;
- 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;
- 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;
- 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;

- 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;
- 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;
- 進行身份及/或信貸核查;
- 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;
- 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;
- 宏利提供的任何特定服務或產品中具體規定的目的;
- 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

- 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移轉給下列人士及/或實體(無論在香港境內還是境外):
 - 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;
 - 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;
 - 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;
 - 任何顧問(包括其僱員)或其他中介人士/機構(包括其僱員);
 - 再保險商和醫療服務供應商;
 - 客戶的僱主;
 - 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;
 - 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;
 - 宏利集團的任何成員;
 - 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;
 - 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

- 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:
 - 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;
 - 獎勵、忠誠度或特權計劃及相關產品和服務;
 - 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:

- 姓名;
- 性別;
- 出生日期;
- 身份證或護照號碼的一部分;
- 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);
- 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

- 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:
 - 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;
 - 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

宏利投資管理(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、宏利香港系列、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

All persons as a Client in joint names up to four persons. Please provide their information in two Client Profile forms, each of which accommodates up to two persons. 作為客戶的聯名人士可多至四名。請用兩份客戶資料表格提供其資料，每份表格可容納最多兩名人士。

All correspondence will only be sent to the First Holder. 所有信件只寄予第一持有人。

	First Holder 第一持有人	Second Holder 第二持有人
Personal information 個人資料		
Title 稱謂	<input type="checkbox"/> Mr 先生 <input type="checkbox"/> Ms 小姐 <input type="checkbox"/> Mrs 女士	<input type="checkbox"/> Mr 先生 <input type="checkbox"/> Ms 小姐 <input type="checkbox"/> Mrs 女士
Full name 姓名 (As printed on your HKID card or passport 必須與印在您的香港身份證或護照相符)	Surname 姓氏 _____	Surname 姓氏 _____
	Given name 名字 _____	Given name 名字 _____
Date of birth 出生日期	DD日/ MM月/ YYYY年	DD日/ MM月/ YYYY年
ID document type 身份證明文件種類	<input type="checkbox"/> HKID card 香港身份證 <input type="checkbox"/> Passport 護照	<input type="checkbox"/> HKID card 香港身份證 <input type="checkbox"/> Passport 護照
HKID number 香港身份證號碼/ Passport number 護照號碼		
Place of birth 出生地點		
Citizenship/Nationality 公民身份/國籍		
Contact and address details 聯絡及地址詳情		
Mobile phone number 手機號碼	(+)	(+)
Email address 電郵地址		
Permanent residential address 永久住址(請以英文填寫)	Room/Floor/Block/Name of building/Estate 室/樓/座/大廈名稱/村 _____	Room/Floor/Block/Name of building/Estate 室/樓/座/大廈名稱/村 _____
	Street number/Street name/District 街號/街名/區域 _____	Street number/Street name/District 街號/街名/區域 _____
	_____	_____
	Region/Country 地區/國家 _____	Region/Country 地區/國家 _____

<p>Correspondence address same as permanent residential address? 通訊地址與永久住址相同?</p>	<p><input type="checkbox"/> Yes 是 <input type="checkbox"/> No 否</p> <p>Correspondence address 通訊地址： Room/Floor/Block/Name of building/Estate 室/ 樓/座/大廈名稱/村</p> <hr/> <p>Street number/Street name/District 街號/街名/ 區域</p> <hr/> <p>Region/Country 地區/國家</p> <hr/>	<p><input type="checkbox"/> Yes 是 <input type="checkbox"/> No 否</p> <p>Correspondence address 通訊地址： Room/Floor/Block/Name of building/Estate 室/ 樓/座/大廈名稱/村</p> <hr/> <p>Street number/Street name/District 街號/街名/ 區域</p> <hr/> <p>Region/Country 地區/國家</p> <hr/>
<p>Tax Residency under Common Reporting Standard 根據共同匯報標準申報的稅務居住地</p>	<p><input type="checkbox"/> I am a tax resident of Hong Kong (HKID card number is the TIN) 我是香港的稅務居民(香港身份證號碼就是稅務識別號碼)</p> <p><input type="checkbox"/> I am a tax resident of another country/ jurisdiction 我是其他國家/司法管轄區的稅務居民</p> <p>Please indicate all countries of your tax residence and your Tax Identification Numbers (TINs). 請列出所有您的稅務居住地和您的稅務識別號碼。</p> <p>Country/Jurisdiction of Tax Residence 稅務居住地國家/司法管轄區</p> <hr/> <p>Tax Identification Number (TIN) 稅務識別號碼</p> <hr/> <p>Please specify the exact reason for no TIN 請說明沒有稅務識別號碼的確切原因</p> <hr/> <hr/>	<p><input type="checkbox"/> I am a tax resident of Hong Kong (HKID card number is the TIN) 我是香港的稅務居民(香港身份證號碼就是稅務識別號碼)</p> <p><input type="checkbox"/> I am a tax resident of another country/ jurisdiction 我是其他國家/司法管轄區的稅務居民</p> <p>Please indicate all countries of your tax residence and your Tax Identification Numbers (TINs). 請列出所有您的稅務居住地和您的稅務識別號碼。</p> <p>Country/Jurisdiction of Tax Residence 稅務居住地國家/司法管轄區</p> <hr/> <p>Tax Identification Number (TIN) 稅務識別號碼</p> <hr/> <p>Please specify the exact reason for no TIN 請說明沒有稅務識別號碼的確切原因</p> <hr/> <hr/>

Employment Information 就業資料		
Highest educational qualification 最高教育水平	<input type="checkbox"/> Primary school or below 小學或以下 <input type="checkbox"/> Secondary school 中學 <input type="checkbox"/> Post secondary school 專上教育 <input type="checkbox"/> University or above 大學或以上	<input type="checkbox"/> Primary school or below 小學或以下 <input type="checkbox"/> Secondary school 中學 <input type="checkbox"/> Post secondary school 專上教育 <input type="checkbox"/> University or above 大學或以上
Employment status 就業狀況	<input type="checkbox"/> Employed 受僱 <input type="checkbox"/> Self-employed 自僱 <input type="checkbox"/> Homemaker 持家人士 <input type="checkbox"/> Student 學生 <input type="checkbox"/> Retired 退休人士 <input type="checkbox"/> Unemployed 待業	<input type="checkbox"/> Employed 受僱 <input type="checkbox"/> Self-employed 自僱 <input type="checkbox"/> Homemaker 持家人士 <input type="checkbox"/> Student 學生 <input type="checkbox"/> Retired 退休人士 <input type="checkbox"/> Unemployed 待業
Current employer's name 現任僱主名稱		
Business nature 業務性質	<input type="checkbox"/> Accounting/Audit/Taxation 會計／審計／稅務 <input type="checkbox"/> Banking/Finance/Insurance 銀行／金融／保險 <input type="checkbox"/> Civil Services/Public Sector 公務員／公共機構 <input type="checkbox"/> Construction/Engineering 建築／工程 <input type="checkbox"/> Consultancy/Professional Service Providers 顧問／專業服務 <input type="checkbox"/> Education/Training 教育／培訓 <input type="checkbox"/> Entertainment/Media/Publishing 娛樂／傳媒／出版 <input type="checkbox"/> Hospitality/Travel/Catering Services 酒店／旅遊／餐飲服務 <input type="checkbox"/> Logistics/Information/Communications 物流／資訊／通訊 <input type="checkbox"/> Manufacturing/Import & Export Trade/Wholesale/Retail 製造／進出口貿易／批發／零售 <input type="checkbox"/> Medical/Health Care 醫療／康健護理 <input type="checkbox"/> Money Service Business/Casinos/Gaming 貨幣服務行業／賭場／博彩 <input type="checkbox"/> Non-Profit Organizations/Religious Bodies/Charities 非牟利組織／宗教團體／慈善機構 <input type="checkbox"/> Others, please specify 其他，請註明	<input type="checkbox"/> Accounting/Audit/Taxation 會計／審計／稅務 <input type="checkbox"/> Banking/Finance/Insurance 銀行／金融／保險 <input type="checkbox"/> Civil Services/Public Sector 公務員／公共機構 <input type="checkbox"/> Construction/Engineering 建築／工程 <input type="checkbox"/> Consultancy/Professional Service Providers 顧問／專業服務 <input type="checkbox"/> Education/Training 教育／培訓 <input type="checkbox"/> Entertainment/Media/Publishing 娛樂／傳媒／出版 <input type="checkbox"/> Hospitality/Travel/Catering Services 酒店／旅遊／餐飲服務 <input type="checkbox"/> Logistics/Information/Communications 物流／資訊／通訊 <input type="checkbox"/> Manufacturing/Import & Export Trade/Wholesale/Retail 製造／進出口貿易／批發／零售 <input type="checkbox"/> Medical/Health Care 醫療／康健護理 <input type="checkbox"/> Money Service Business/Casinos/Gaming 貨幣服務行業／賭場／博彩 <input type="checkbox"/> Non-Profit Organizations/Religious Bodies/Charities 非牟利組織／宗教團體／慈善機構 <input type="checkbox"/> Others, please specify 其他，請註明
	<input type="checkbox"/> Real Estate/Property Management 房地產／物業管理 <input type="checkbox"/> Technical Services/Information Technology 技術服務／資訊科技	<input type="checkbox"/> Real Estate/Property Management 房地產／物業管理 <input type="checkbox"/> Technical Services/Information Technology 技術服務／資訊科技
Current position 現任職位	(If your employer currently engages in a regulated activity as defined in the Securities and Futures Ordinance, please have your employer provide a written consent to your account opening. 如您的僱主現時從事《證券及期貨條例》所定義的受規管活動，請您的僱主提供書面同意您的開戶。)	(If your employer currently engages in a regulated activity as defined in the Securities and Futures Ordinance, please have your employer provide a written consent to your account opening. 如您的僱主現時從事《證券及期貨條例》所定義的受規管活動，請您的僱主提供書面同意您的開戶。)

<p>Annual income 年薪</p>	<input type="checkbox"/> Below HKD100,000 100,000港元以下 <input type="checkbox"/> HKD100,000 – HKD300,000 100,000港元至300,000港元 <input type="checkbox"/> HKD300,001 – HKD600,000 300,001港元至600,000港元 <input type="checkbox"/> Above HKD600,000 600,000港元以上	<input type="checkbox"/> Below HKD100,000 100,000港元以下 <input type="checkbox"/> HKD100,000 – HKD300,000 100,000港元至300,000港元 <input type="checkbox"/> HKD300,001 – HKD600,000 300,001港元至600,000港元 <input type="checkbox"/> Above HKD600,000 600,000港元以上
<p>Total liquid assets 總流動資產 (Liquid assets refer to cash and other assets which may be easily converted into cash and exclude real estate 流動資產即現金及可輕易轉為現金的其他資產，但不包括房地產)</p>	<input type="checkbox"/> Below HKD100,000 100,000港元以下 <input type="checkbox"/> HKD100,001 – HKD250,000 100,001港元 – 250,000港元 <input type="checkbox"/> HKD250,000 – HKD500,000 250,000港元 – 500,000港元 <input type="checkbox"/> HKD500,001 – HKD1,000,000 500,001港元 – 1,000,000港元 <input type="checkbox"/> HKD1,000,001 – HKD2,500,000 1,000,001港元 – 2,500,000港元 <input type="checkbox"/> HKD2,500,001 – HKD5,000,000 2,500,001港元 – 5,000,000港元 <input type="checkbox"/> HKD5,000,001 – HKD10,000,000 5,000,001港元 – 10,000,000港元 <input type="checkbox"/> HKD 10,000,001 – HKD25,000,000 10,000,001港元 – 25,000,000港元 <input type="checkbox"/> Above HKD25,000,001 25,000,001港元以上	<input type="checkbox"/> Below HKD100,000 100,000港元以下 <input type="checkbox"/> HKD100,001 – HKD250,000 100,001港元 – 250,000港元 <input type="checkbox"/> HKD250,000 – HKD500,000 250,000港元 – 500,000港元 <input type="checkbox"/> HKD500,001 – HKD1,000,000 500,001港元 – 1,000,000港元 <input type="checkbox"/> HKD1,000,001 – HKD2,500,000 1,000,001港元 – 2,500,000港元 <input type="checkbox"/> HKD2,500,001 – HKD5,000,000 2,500,001港元 – 5,000,000港元 <input type="checkbox"/> HKD5,000,001 – HKD10,000,000 5,000,001港元 – 10,000,000港元 <input type="checkbox"/> HKD 10,000,001 – HKD25,000,000 10,000,001港元 – 25,000,000港元 <input type="checkbox"/> Above HKD25,000,001 25,000,001港元以上
<p>Source(s) of wealth and funds 財富及資金來源 (tick one or more, if applicable) (如適用，可選擇多於一項)</p>	<input type="checkbox"/> Savings 儲蓄 <input type="checkbox"/> Investment income 投資收入 <input type="checkbox"/> Wages 薪金 <input type="checkbox"/> Sale of asset 出售資產 <input type="checkbox"/> Self-employment income 自僱收入 <input type="checkbox"/> Gift or inheritance 贈予或遺產 <input type="checkbox"/> Settlement of insurance 保險賠償 <input type="checkbox"/> Others 其他	<input type="checkbox"/> Savings 儲蓄 <input type="checkbox"/> Investment income 投資收入 <input type="checkbox"/> Wages 薪金 <input type="checkbox"/> Sale of asset 出售資產 <input type="checkbox"/> Self-employment income 自僱收入 <input type="checkbox"/> Gift or inheritance 贈予或遺產 <input type="checkbox"/> Settlement of insurance 保險賠償 <input type="checkbox"/> Others 其他
<p>Are you or have you been entrusted with prominent public function? 您現在或過往曾否擔任重要公職？ (e.g. senior politician; senior government, judicial or military official; senior executive of a state-owned corporation; an important political party official; and international organisation political figure. 例如：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；及國際組織政治人物。)</p>	<input type="checkbox"/> No 否 <input type="checkbox"/> Yes 是 Position and public function 職位及公職 <hr/> Country/Territory 國家／地區 <hr/> Since when and for how long you were entrusted with the public function (e.g. 2009 to 2019) 您被委託公職的時間？	<input type="checkbox"/> No 否 <input type="checkbox"/> Yes 是 Position and public function 職位及公職 <hr/> Country/Territory 國家／地區 <hr/> Since when and for how long you were entrusted with the public function (e.g. 2009 to 2019) 您被委託公職的時間？

<p>Are you a family member or a close associate of an individual entrusted with prominent public function? 您是否一名擔任重要公職人士的家庭成員或關係密切的人？ (A family member means a spouse, a partner, a child or a parent. A close associate has close business relations with the individual or has beneficial ownership in a legal entity or trust set up for the individual. 家庭成員是指配偶、伴侶、子女或父母。密切的人是指與該名人士擁有密切業務關係；或實益擁有為該名人士所成立的法律實體或信託。)</p>	<input type="checkbox"/> No 否 <input checked="" type="checkbox"/> Yes 是 <hr/> Position and public function 職位及公職 <hr/> Country/Territory 國家／地區 <hr/> Since when and for how long the individual was entrusted with the public function (e.g. 2009 to 2019) 該人士被委託公職的時間？ <hr/>	<input type="checkbox"/> No 否 <input checked="" type="checkbox"/> Yes 是 <hr/> Position and public function 職位及公職 <hr/> Country/Territory 國家／地區 <hr/> Since when and for how long the individual was entrusted with the public function (e.g. 2009 to 2019) 該人士被委託公職的時間？ <hr/>
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Signature of First Holder 第一持有人簽署 X <hr/> Signature 簽署	Signature of Second Holder 第二持有人簽署 X <hr/> Signature 簽署
<hr/> Date 日期：	<hr/> Date 日期：

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 the Client, whether in a single name or in joint names. In the case of the Client in joint names (that is, for a joint Account), this questionnaire should be completed by the Designated Client named below who makes investment decisions for and in the best interests of all the joint Account holders concerned. 本問卷旨在評估典型投資者的風險承受能力及態度，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。不論是單名或是聯名，本問卷都應由客戶填妥。若是聯名客戶(即聯名帳戶)，本問卷應由為所有相關的聯名帳戶持有人的最佳利益作出投資決定的以下指定客戶填妥。

Full Name of the Client (a single name Account holder)/
the Designated Client (one of the joint Account holders)
客戶全名(單名帳戶持有人)/指定客戶全名(其中一位聯名帳戶持有人)：

HKID/Passport Number
香港身份證/護照號碼：

- Which of the following best describes your current stage of life? 以下哪項最能說明您目前的人生狀況？
 - (a) Young with little financial burden 年青,財政負擔不大
 - (b) Young with some financial burden 年青,有若干財政負擔
 - (c) Middle-aged with little financial burden 中年,財政負擔不大
 - (d) Middle-aged with some financial burden 中年,有若干財政負擔
 - (e) Retired or nearing retirement with little financial burden 已經或即將退休,財政負擔不大
 - (f) Retired or nearing retirement with some financial burden 已經或即將退休,有若干財政負擔
- How many years of investment experience in financial markets (excluding mandatory pension scheme if any) do you have? 除強積金外,您擁有多少年投資於金融市場的經驗？
 - (a) No experience 沒有經驗
 - (b) Less than 1 year 1年以下
 - (c) 1 year to less than 3 years 1年至3年以下
 - (d) 3 years to less than 5 years 3年至5年以下
 - (e) 5 years or above 5年或以上
- Which of the following investment products have you invested in during the past 3 years? (Tick one or more, if applicable. Your answer with the highest score is final) 您在過去三年曾投資以下哪些投資產品?(可選擇一項或多於一項,如適用。最高分數的選擇為最終答案。)
 - (a) Principal-protected products/Investment-grade bonds 保本產品/投資級別債券
 - (b) Foreign currencies/Gold 外幣/黃金
 - (c) Balanced funds/Mixed allocation funds 均衡基金/混合配置基金
 - (d) Stocks/ETFs/Equity funds 股票/交易所買賣基金(ETF)/股票基金
 - (e) High yield bond funds/Hedge funds/Derivatives/Leveraged products 高收益債券基金/對沖基金/衍生工具/槓桿產品
 - (f) None of the above 以上都不是
- In general, what is the time period intended for your financial investment? 一般來說,您的金融投資年期將會是多久？
 - (a) Less than 1 year 1年以下
 - (b) 1 year to less than 3 years 1年至3年以下
 - (c) 3 years to less than 5 years 3年至5年以下
 - (d) 5 years to less than 8 years 5年至8年以下
 - (e) 8 years or above 8年或以上
- What is the price fluctuation on financial investment you can tolerate within one year? 您可以容忍一年內金融投資的價格波動程度如何？
 - (a) Around (+/-) 5% 大約(+/-)5%
 - (b) Around (+/-) 10% 大約(+/-)10%
 - (c) Around (+/-) 15% 大約(+/-)15%
 - (d) Around (+/-) 25% 大約(+/-)25%
 - (e) More than (+/-) 25% 超過(+/-)25%
- Which of the following best describes your overall investment objective? 以下哪項最切合您的整體投資目標？
 - (a) Capital preservation – keep investment loss at a minimum with little concern on returns 保存資本—把投資損失控制在最低水平,不大重視回報
 - (b) Income orientation – earn stable income or beat inflation 收益主導—賺取穩定或優於通脹的收益
 - (c) Income-and-growth – achieve returns on the balance of modest income and capital appreciation 收益及增長—取得適度的收益和資本增值,在兩者之間達致平衡
 - (d) Growth orientation – aim at returns with focus on capital appreciation 增長主導—旨在賺取回報,聚焦於資本增值
 - (e) Aggressive growth – look for maximum returns possibly from high-risk financial investments 進取型增長—透過高風險的金融投資,盡量賺取最高的回報

Risk Profile 風險取向	Risk Profile Description 風險取向描述
1 = Low 低	Investors in this category prioritize investment products of low uncertainty on risk or incline to minimize investment loss. 這類投資者重視風險不確性偏低的投資產品或傾向盡量減低投資損失。
2 = Low to Medium 低至中	Investors in this category are willing to take modest risk so as to achieve returns better than bank deposits. 這類投資者願意承擔適量風險,以取得優於銀行存款的回報。
3 = Medium 中	Investors in this category are willing to accept commensurable price fluctuation and take a certain degree of risk so as to achieve returns in comparison with the major stock market indexes. 這類投資者願意接納相稱的價格波幅,並承擔若干程度的風險,以取得與主要股市指數相若的回報。
4 = Medium to High 中至高	Investors in this category are willing to accept relatively higher price fluctuation and take relatively higher risk so as to achieve returns better than the major stock market indexes. 這類投資者願意接納相對較高的價格波幅,並承擔相對較高的風險,以取得優於主要股市指數的回報。
5 = High 高	Investors in this category demonstrate a rather strong preference on high-risk, complex or leveraged products. 這類投資者對高風險、複雜或槓桿產品擁有甚明確的偏好。

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 and its associated companies 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。宏利及其相關公司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。

Signature of the Client/Designated Client 客戶/指定客戶簽署

Date 日期: