



ING Financial Planning Private Portfolio Service
ING Financial Planning 個人資產組合服務
Information for Clients 客戶須知

Who is ING?

ING Platform Services Limited ("ING Platform Services") is the Service Provider of ING Financial Planning Private Portfolio Service ("PPS"), an investment reporting service established in Hong Kong in 2004. ING Platform Services is a member of the ING Group.

ING Group is a global financial services company of Dutch origin with 150 years of experience, providing a wide array of banking, insurance and asset management services in over 50 countries. Our 120,000 employees work daily to satisfy a broad customer base: individuals, families, small businesses, large corporations, institutions and governments. Based on market capitalisation, ING is one of the 20 largest financial institutions worldwide and ranked in the top-10 in Europe.

PPS - IMPORTANT NOTICE

This brochure does not constitute financial advice or an invitation or an offer to buy or sell investment products. The information we have included is of a general nature and does not take into account your personal investment objectives, financial situation and particular needs. Before making any investment decision you should consult your financial advisor.

All information and opinions contained in this brochure are for your reference only. The terms and conditions of the relevant agreements governing PPS and the related services shall prevail and be binding.

This brochure should be read in conjunction with the following documents :

- ING Financial Planning Private Portfolio Service — Nominee and Reporting Services Application Form, which includes:
 - Terms and Conditions for the Reporting Services provided by ING Platform Services
 - Nominee Terms and Conditions
 - Fee Schedule to the Terms and Conditions for the Reporting Services
- Product prospectuses for the specific investments you have chosen and your Nominated Money Market Fund.

If there is any conflict between the English version and the Chinese version, the English version shall prevail.

ING 簡介

安智投資平台服務有限公司(「安智投資平台服務」)是 ING Financial Planning個人資產組合服務(「PPS」) - 一項於2004年在香港成立的投資組合報告服務的服務供應商，為ING集團的成員公司。

始創於荷蘭，ING集團是一家擁有150年經驗的環球金融服務公司，於全球50多個國家提供廣泛的銀行、保險及財富管理服務。我們為數多達120,000名的員工，時刻竭誠為廣大的客戶網絡，包括個人、家庭、各大小企業、機構及政府部門效勞。按市值計算，ING為全球20大及全歐洲十大金融機構之一。

PPS — 重要通知

本小冊子並不構成財務意見或買賣投資產品的邀請或要約。我們在此列載的資料屬一般性質，並未考慮您的個人投資目標、財政狀況及特別需要。在作出任何投資決定前，務請諮詢您的理財顧問。

本小冊子所列載的所有資料及意見僅供參考。規管PPS及相關服務的有關協議的條款及條件適用及具約束力。

本小冊子應與以下文件一併閱讀：

- ING Financial Planning個人資產組合服務 — 代名人及報告服務申請表格，包括：
 - 安智投資平台服務提供的報告服務之條款及條件
 - 代名人規章及細則
 - 報告服務之條款及條件所載的收費附表
- 您揀選的特定投資及指定貨幣市場基金的產品章程。

倘若本小冊子的中英文版本出現任何歧異，概以英文版為準。

Your PPS account

您的PPS戶口

PPS is designed to support you and your financial advisor in managing your wealth:

- ▶ PPS is an integrated transaction recording, account keeping and valuation reporting service that consolidates your investments in an offshore nominee account.
- ▶ Your financial advisor can give you access to a broad range of mutual funds from a large number of brand-name fund managers¹.
- ▶ You can make lump sum or regular investments.
- ▶ You can also transfer your existing mutual fund holdings into the service to give you a more complete picture of your investments.
- ▶ Online Client Access gives you the ability to monitor your portfolio via secure internet, from anywhere in the world, at any time.

PPS旨在為您和您的理財顧問提供理財支援服務：

- ▶ PPS是一項綜合了交易紀錄、帳戶保管及估值報告的服務，讓您將所有投資綜合存放在一個離岸代名人戶口內。
- ▶ 您可透過理財顧問的協助，從一系列由多家知名基金公司所管理的基金中挑選合適的投資¹。
- ▶ 您可選擇作一筆過或定期的投資。
- ▶ 您亦可將已持有的基金轉至服務中，投資狀況便能一目瞭然。
- ▶ 網上客戶服務令您可隨時隨地透過安全的互聯網連接監察您的投資組合。

¹ Investment involves risk including a possible loss to the principal amount invested. You should refer to the relevant prospectuses of the investment products for complete details.
投資涉及風險，包括投資本金虧損的可能性。有關詳情請參閱投資產品的相關認購章程。

PPS is the next generation of portfolio service

PPS是下一代的資產組合服務

When you compare PPS with your current method of managing your investment portfolio, you will find it to be **significantly more convenient** and **tailored to your needs** as an investor.

當您比較PPS與您目前的投資組合管理方法時，將會發現PPS **更為方便**，且能**切身符合**您身為投資者的需要。

Features of PPS

PPS的特點

Comprehensive reporting 全面化報告

Consolidated 綜合報告

Consolidate all your mutual fund holdings in one place. Receive easy-to-review statements, delivered monthly via email, allowing you to monitor the performance of all of your investment holdings².

讓您把持有的所有基金綜合在一個戶口，並每月透過電郵收取簡單易明的資產組合月結單，助您監察所有投資的表現²。

Multi-currency 以多種貨幣列值

Select the currency of your report. Most portfolio services only offer you reporting in US Dollars. PPS will report your investments in their base currency together with the reporting currency of your choice.

自選您的預設報告貨幣。大部份投資組合服務只會以美元列值。PPS將以有關投資的原值貨幣及您所指定的預設報告貨幣列值。

Multi-lingual 以多種語言列報

Receive your reports in English, Traditional Chinese or Simplified Chinese.

您可選擇收取以英文、繁體中文或簡體中文編寫的報告。

Online access 網上服務

Accessible 24x7 隨時上網查閱資料

Securely log on to the PPS internet site anywhere, at any time, to view your portfolio, and use the retirement and education calculators.

您可隨時隨地安全地登入 PPS 的互聯網網址，以查閱投資組合詳情及使用退休和教育計算機。

Daily valuation 每日更新組合價值

View daily valuation updates of your portfolio and track your investment transactions³.

您可查閱投資組合的每日最新價值及追縱您的投資交易³。

Performance tracking 監察投資表現

Monitor the actual performance of your investments.

監察您的投資的實際表現。

² To take advantage of the speed and efficiency of today's technology, documents will, where possible, be delivered to you via e-mail. If you wish to receive documents by post, please indicate on your application form.

藉着當今科技快捷高效，在可能的情況下，本公司將透過電郵寄發文件。如欲獲取郵遞文件，請在申請表格上註明。

³ Unit prices are updated on PPS daily. For daily dealing investment products, unit prices will be two days in arrears. For products that are priced less frequently, the latest unit prices will be provided.

PPS將每天更新單位價格。每日可供買賣的投資產品的單位價格將遞延兩天公佈。價格不常變動的產品則會以最新單位價格列示。

**Protection
and convenience**
資產保障
手續簡便

**Offshore nominee
account**
離岸代名人戶口

Protect your assets using the nominee account. Your investments will be held on your behalf in a nominee account domiciled in the British Virgin Islands. The nominee service may facilitate trust structures and estate planning⁴.

利用代名人戶口服務保障資產。在英屬處女群島開立的代名人戶口，代您持有投資。代名人服務有助計劃信託架構及遺產規劃⁴。

Cost effectiveness
成本效益

Low switching cost
轉換費用相宜

Pay lower switch fees when you make switches between fund managers⁵. If you were investing in retail products directly, you would expect to pay a new entry fee (up to 7%) when you switch between fund managers.

在基金公司之間轉換投資所須費用較為低⁵。倘若直接投資於零售產品，在轉換基金公司時則須再次繳付可高達7%的認購費。

No transfer charge
轉戶費用全免

Consolidate all your mutual funds by transferring them to the nominee account, free of charge. You can transfer any existing mutual fund assets into the nominee account. 綜合所有基金並轉至代名人服務，費用全免。您可把現持有的基金資產轉至代名人戶口。

Services your advisor can provide 您的理財顧問可提供的服務

**Investments that meet
your needs**
迎合您需要的投資

**Broad range of
investments**
廣泛投資選擇

With the assistance of your advisor, you may access over 1,000 mutual funds from brand-name global fund managers. 透過理財顧問的協助，您可從一系列由多家知名基金公司所管理的逾1,000項基金中挑選合適的投資。

**Regular investment
service**
定期投資服務

Implement a disciplined approach to saving and take advantage of dollar cost averaging by using the regular investment service.

設立定期投資服務，持之以恆地每月實行儲蓄投資，盡享平均成本投資法的優點。

Simple procedure
手續簡便

Complete one set of account opening forms, and thereafter you may initiate transaction requests through your advisor using a one-page authorisation slip. Confirmations will be sent to you by email (or by post if indicated on your application form).

只需填妥一份開戶表格，以後只需使用一張授權書透過您的理財顧問提交交易要求。確認書將透過電郵(或按您申請表格所指明的郵寄方式)寄發予您。

⁴ ING Platform Services makes no advice or representation in regard to trust or estate and tax planning. You are recommended to seek professional tax and legal advice for your own circumstances.

安智投資平台服務並不就信託或遺產及稅務規劃提供任何意見或陳述。您應就本身的情況徵詢專業的稅務及法律意見。

⁵ Except if you are switching between fund houses into a fund with up-front manager retention fees, in which case the switch transaction recording fee will be higher.

除非您在基金公司之間轉換至收取前置基金公司保留費的基金，在該情況下，轉換基金交易紀錄費將較高。

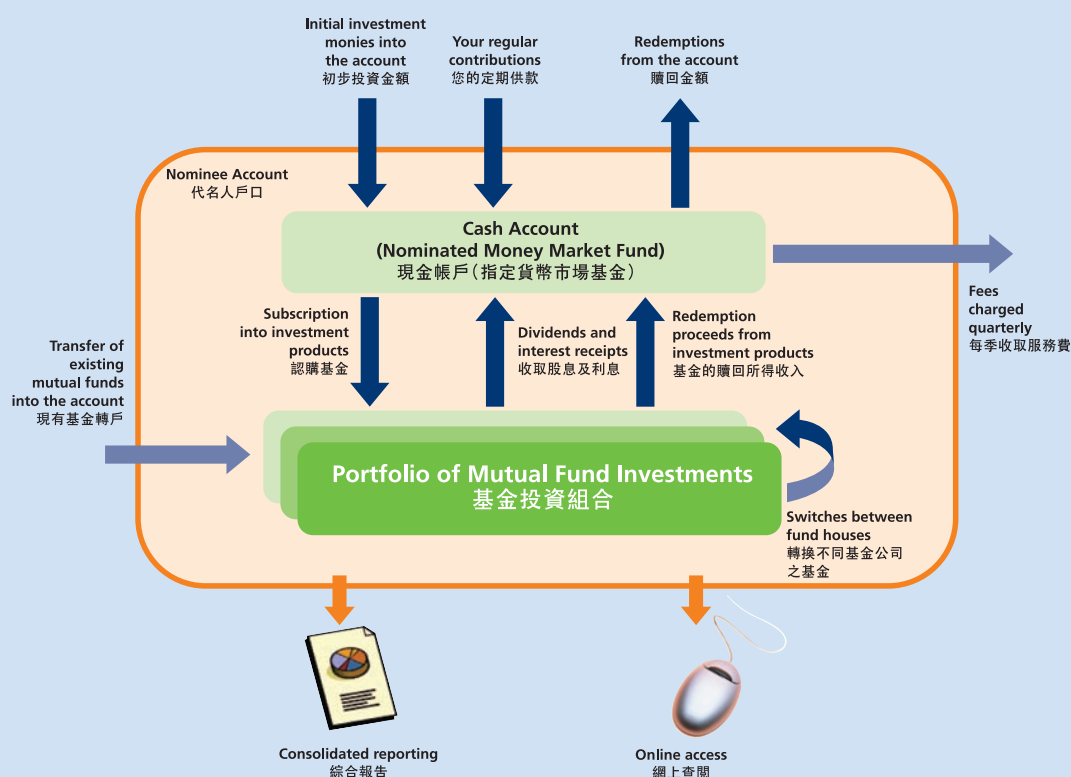
PPS simplifies the investment process for you

PPS為您簡化投資程序

PPS is a reporting service that operates in conjunction with a nominee account, to facilitate smooth transaction processing and record keeping.

PPS是與一個代名人戶口一起運作的報告服務，有助確保交易過程順暢，並為您保存交易紀錄。

The mechanics of PPS PPS的運作機制



At the heart of the service is the Cash Account or **Nominated Money Market Fund**, which assists in keeping control of your investments by providing you with a "parking" facility. Dividends, interest and sale proceeds from redemptions are paid into this fund and held there until you are ready to make your next investment. Service fees for PPS will be deducted from this fund, rather than from your investments.

You may switch between fund houses within the service without having to pay further entry fees⁶. You and your advisor will agree your switch fees at the time you open your PPS account.

於該服務的中心為一個能提供「寄投」設備的現金帳戶或**指定貨幣市場基金**，助您管理投資。股息，利息及出售投資的所得款項均支付予及寄存於這個基金，直至您已準備就緒作出另一項投資。PPS的服務費亦從這項基金，而非您的投資中扣除。

您可透過服務在基金公司之間轉換投資，而毋須支付任何認購費⁶。您及您的理財顧問將在您開設PPS戶口時就有關您應付的轉換費達致協定。

⁶ Except if you are switching between fund houses into a fund with up-front manager retention fees, in which case the switch transaction recording fee will be higher.
除非您在基金公司之間轉換至收取前置經理保留費的基金，在該情況下，轉換交易紀錄費將較高。

Broad range of fund options 廣泛的基金選擇

Your financial advisor will discuss with you the broad range of fund options that you may hold within PPS, including many brand-name global fund managers and options that cover:

您的理財顧問將與您討論可透過PPS持有的廣泛基金選擇，包括不少知名環球基金公司及以下基金種類：

- Asset-specific funds such as equity, fixed interest, money market, hedge or real estate funds
資產基金，例如股票、定息、貨幣市場、對沖或房地產基金
- Asset allocation funds such as conservative, balanced or growth funds
資產配置基金，例如穩健、均衡及增長基金
- Geographic sector funds
地區基金
- Industry sector funds
行業基金
- Currency-specific funds
貨幣基金

Your advisor can also assist you to set up a regular investment service for investing in specific funds.

您的理財顧問亦可協助您設立投資於特定基金的定期投資服務。

Online access gives you oversight and control of your investments

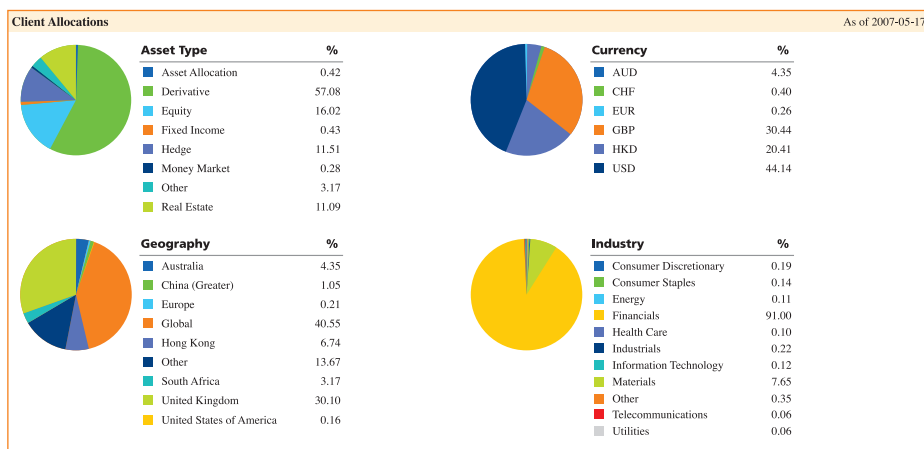
網上客戶服務 助您輕鬆管理您的投資

Account View⁷

查閱戶口⁷

- Shows all of your PPS investments
列示您於PPS的所有投資
- Daily valuation updates for your holdings
每天更新所持投資的價值
- In product currency and reporting currency of your choice
以產品的貨幣及您選擇的預設報告貨幣列值

Account	Asset Type	Performance	Pending Transactions	Transaction History	As of 2007-05-17						
YOUR ACCOUNT											
Product Name	Ccy	Units Held	Last Purchase Date	Purchase Value	Last Price Date	Market Value	Movement %	USD Value	Ccy Adjusted Movement %	Weight %	
Mutual Fund A	USD	1500.00000	2004-01-09	579,968.15	2007-05-14	792,004.51	36.56	792,004.51	36.56	44.14	
Mutual Fund B	HKD	5689.23369	2003-12-10	2,027,451.91	2007-05-14	2,843,298.56	40.24	366,216.85	98.54	20.41	
Mutual Fund C	GBP	58.96600	2003-11-11	214,084.18	2007-05-14	305,626.58	42.76	546,185.25	42.76	30.44	
Mutual Fund D	AUD	5899.57884	2003-10-12	75,170.29	2007-05-14	102,524.76	36.39	78,052.10	36.39	4.35	
Mutual Fund E	CHF	1203.66900	2005-07-26	9,019.46	2007-05-14	9,039.30	0.22	7,177.20	0.22	0.40	
Mutual Fund F	EUR	895.36900	2005-07-26	3,750.81	2007-05-14	3,771.06	0.54	4,665.18	0.54	0.26	
Total:								1,794,301.10	214.25	100.00	



Asset Type View⁷

查閱資產類別⁷

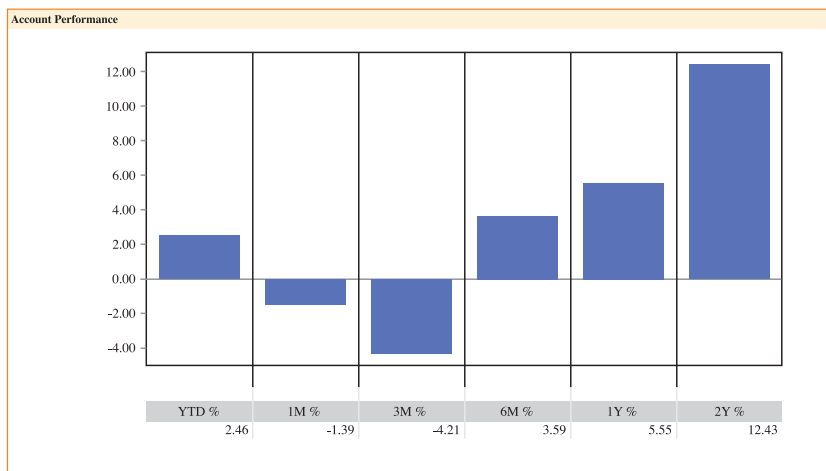
Shows the asset allocations of your PPS investments:
列示您於PPS的投資資產分佈：

- By asset type
以資產類別劃分
- By geography
以地區劃分
- By currency
以貨幣劃分
- By industry
以行業劃分

Performance View⁷

查閱基金表現⁷

- Shows the time-weighted return of your holdings in PPS
列示您於PPS持有之投資組合的表現報告。



⁷ For illustrative purposes only. The screens used by PPS are substantially similar to this format.
僅供說明用途。PPS所使用的螢幕畫面大致與本格式相若。

Your monthly consolidated statement shows your portfolio's performance

資產組合月結單 投資表現一目瞭然



⁸ For illustrative purposes only. The reports provided by PPS are substantially similar to this format.
 僅供說明用途。PPS所提供的報告大致與本格式相若。

Account Criteria for PPS

PPS的戶口規定

Who can invest? 投資者資格	Any individual of at least 18 years of age, except US persons ⁹ . 任何年滿18歲的人士，美籍人士除外 ⁹ 。
Minimum account opening amount 最低開戶金額	HKD 250,000 or equivalent If you establish a Regular Investment Service at the time of opening your account, the minimum account opening amount is HKD 100,000 or equivalent. 250,000港元或等值外幣 若您於開設戶口的同時設立定期投資服務，最低開戶金額則只須100,000港元或等值外幣。
Minimum account balance 最低帳戶結餘	HKD 100,000 or equivalent 100,000港元或等值外幣
Minimum start up investment per fund holding 每項基金的最低開戶投資金額	HKD 25,000 or equivalent ¹⁰ 25,000港元或等值外幣 ¹⁰
Minimum additional investment or top-up into the account 最低額外投資或存入帳戶的補足金額	HKD 25,000 or equivalent ¹⁰ 25,000港元或等值外幣 ¹⁰
Minimum transfer value per fund holding 每項基金轉入帳戶的最低金額	HKD 25,000 or equivalent. You may transfer into the nominee account any mutual fund holdings that you currently hold that are of this value or greater. The value of these holdings may count towards the minimum account opening amount. 25,000港元或等值外幣。您可把目前所持價值相等於或高於該金額的任何基金轉入代名人戶口。該投資價值並可計算入最低開戶金額內。
Cash Account (Nominated Money Market Fund) 現金帳戶(指定貨幣市場基金)	All clients have a Nominated Money Market Fund within their portfolio, into which proceeds from the sale of investments and dividend payments will be deposited and from which ongoing fees will be deducted. 所有客戶均須設立指定貨幣市場基金於投資組合內，出售投資所得款項及股息付款將存入該基金，而經常性費用亦將從該基金扣除。 Nominated Money Market Funds are available in the following currencies: 指定貨幣市場基金的貨幣選擇如下： HKD Hong Kong Dollars 港元 USD US Dollars 美元 EUR Euros 歐元
Minimum balance in Cash Account 現金帳戶的最低結餘金額	The minimum account balance in the cash account is HKD 10,000 or 1% of the total net asset value of securities held in the nominee account (whichever is greater). 現金帳戶內的最低帳戶結餘為10,000港元或代名人戶口所持證券的總資產淨值的1%(以較高者為準)。
Minimum regular investment 最低定期投資金額	Minimum investment per month is HKD 10,000 每月最低投資金額為10,000港元
Minimum cash withdrawal 最低提款金額	Nil 無

The minimum requirements specified above will be subject to our negotiation with fund managers from time to time. We reserve the right to vary any minimum requirements specified above or to impose new minimum requirements (relating to balances, transactions or fees) from time to time. We will give you written notice of any change in minimum requirements or new minimum requirements.

上述最低金額規定會在本公司與基金公司不時磋商的情況下作出調整。本公司保留權利不時修改任何上述的最低金額規定或就有關結餘、交易或收費制定新的最低金額規定。我們將就修改的最低金額規定或新制定的最低金額規定給予書面通知。

⁹ "US person" is defined in Regulation S under the Securities Act of 1933 of the United States of America.

「美籍人士」指美國1933年證券法規例S所賦予的定義。

¹⁰ This minimum applies to most funds. A small number of funds have higher minimums and your advisor will bring this to your attention, if relevant.
這項最低金額適用於大部份基金。少數基金的最低金額較高，您的理財顧問將向您知會有關金額。

About the Nominee Account

代名人戶口簡介

What is a nominee account?

Your investment, instead of being registered in your own name, will be registered and held on your behalf by a professional nominee company. This arrangement facilitates transaction processing and administration whilst reducing paperwork. We have procured a professional nominee, HSBC Institutional Trust Services (BVI) Limited, to provide nominee services to investors and hold your interests in mutual fund investments in safe custody. HSBC Institutional Trust Services (BVI) Limited maintains a record of mutual fund investments that it holds on behalf of investors.

How does the nominee account work?

When you complete the account opening form, you will also enter into an agreement with the nominee, HSBC Institutional Trust Services (BVI) Limited, to hold your investments in safe custody on your behalf.

Your financial advisor will act on your instructions to place transaction requests on your behalf with the nominee. At no time can your advisor¹¹, ING Platform Services or the nominee buy or sell securities without your authorisation. All transactions will be confirmed by a deal confirmation sent to you by email.

Where is the nominee account domiciled?

ING Platform Services uses HSBC Institutional Trust Services (BVI) Limited as an independent third party to hold your mutual fund investments in a nominee account. HSBC Institutional Trust Services (BVI) Limited is a company domiciled in the British Virgin Islands (BVI). There are no income, capital gains or estate taxes, or exchange control restrictions in the British Virgin Islands¹².

Why use a nominee account?

A nominee account provides a place for you to keep all of your investments together. It facilitates consolidated reporting because all cash flows (like dividend payments and redemption proceeds) remain in the nominee account, which also helps you to maintain a disciplined investment program. Many high net worth individuals, companies and trusts prefer to use a nominee account to keep track of their investments.

何謂代名人戶口？

您的投資由一家專業代名人公司代您登記及持有。這項安排有助更方便快捷地處理交易及行政事務，同時可減省文件往來。本公司已獲得為投資者提供代名人服務的專業代名人 HSBC Institutional Trust Services (BVI) Limited，為您安全地保管基金投資，並代為保存該基金投資紀錄。

代名人戶口如何運作？

填妥一份開戶表格後，您將與代名人 HSBC Institutional Trust Services (BVI) Limited 訂立一項協議，委任代名人代您安全保管您的投資。

您的理財顧問將按照您的指示代您向代名人提交交易要求。未經您的授權，您的理財顧問¹¹、安智投資平台服務及代名人概不得買賣證券。所有交易將透過電郵向您寄發一份交易確認書作為確認。

代名人戶口在何處註冊成立？

安智投資平台服務透過獨立第三方 HSBC Institutional Trust Services (BVI) Limited，以代名人戶口持有您的基金投資。HSBC Institutional Trust Services (BVI) Limited 於英屬處女群島 (BVI) 註冊成立。英屬處女群島並不徵收收入息、資本增值或遺產稅，亦不實施外匯管制¹²。

為何使用代名人戶口？

代名人戶口可讓您把所有投資存放在同一戶口內，並因所有現金流量（例如股息付款及贖回所得款項）均保留在代名人戶口內而方便綜合呈報，亦助您持之以恆地實行投資計劃。不少高資產淨值的個別人士、公司及信託均選擇使用代名人戶口監察投資表現。

¹¹ Generally, your advisor may not operate your account without your authorisation on all transaction requests. You may wish to use a Delegated Investment Authority to authorise your financial advisor to operate your account on your behalf. Your financial advisor must hold the relevant licenses, authorisations and registrations to provide this service to you.

一般來說，您的理財顧問無法在未取得您對所有交易要求的授權時操作您的戶口。您可選擇使用委託投資授權書授權您的理財顧問代您運作您的戶口。您的理財顧問必須持有一切相關的執照、授權及登記。

¹² We have confirmed with BVI legal advisors BVI's status as a jurisdiction with no income, capital gains or estate taxes, or exchange control restrictions applicable to the nominee account.

我們已獲 BVI 法律顧問確認，BVI 作為不徵收收入息、資本增值或遺產稅，亦不實施外匯管制的司法權區的情況適用於該代名人戶口。

PPS keeps fees and charges to a minimum

PPS維持最低服務費

The fee structure for PPS aims to ensure that your portfolio will remain cost effective, by reducing the cost of switches and keeping the administrative costs of the account to a minimum.

PPS致力減低轉換基金成本，並維持最低的戶口行政服務費，以確保您的投資組合享有成本效益。

Charges relating to PPS

PPS的相關服務費

Transfer holdings into the service 把所持投資轉入PPS	You may transfer mutual funds that you own or currently hold with another nominee service into PPS. The minimum holding value for transfer is HKD 25,000 or equivalent. We will not charge any fee for transfers into PPS. 您可把現持有或由另一家代名人服務公司代持有的基金轉至PPS。所持投資的最低轉戶價值為25,000港元或等值外幣。本公司不會對轉用PPS的投資收取任何費用。
Reporting Fee for PPS PPS的匯報服務費	0.35% per annum. 每年0.35%。 The Reporting Fee covers: 匯報服務費包括： <ul style="list-style-type: none">• Ongoing record keeping, cash flow management and account maintenance services 交易紀錄、現金流量管理及帳戶保存服務• All monthly consolidated statements sent to you by email 以電郵向您發送所有資產組合月結單• Online access to your investment portfolio 網上查閱投資組合資料 The Reporting Fee is calculated on the daily net asset value of your portfolio ¹³ . The Reporting Fee will be deducted quarterly in arrears from your Nominated Money Market Fund. 匯報服務費將按您的投資組合的每日資產淨值計算 ¹³ 。匯報服務費將於每季季末在您的指定貨幣市場基金中扣除。
Financial Advisor Charge 理財顧問費	Quoted as a percentage per annum by your advisor and payable to your advisor (for example, 1% per annum). Calculated and deducted in the same manner as the Reporting Fee. 理財顧問會向您提出顧問收費報價並在每年收取若干百分比(例如每年1%)，此費用的計算及扣除方式會與匯報服務費相同。 The Financial Advisor Charge covers all ongoing advice and support you receive from your financial advisor. 理財顧問費包括您的理財顧問提供的所有意見及支援。
Switch Transaction Recording Fee 轉換基金交易紀錄費	A percentage of the value of the funds switched, as agreed by you and your advisor. 由您及您的理財顧問一致釐定轉換基金價值的若干百分比。 This switch fee applies to all switches, including those made between fund managers ¹⁴ . 這項轉換費適用於所有轉換投資，包括基金公司之間的投資轉換 ¹⁴ 。
Regular Investment Service (RIS) 定期投資服務(RIS)	There is no additional charge for setting up and maintaining a regular monthly transfer into your PPS account. However, there is an early cancellation charge of HKD 100 should you cancel your Regular Investment Service within one year of instructing us to establish the RIS. 設立及維持每月定期轉帳至PPS戶口的服務並不額外收費。然而，若您在指示本公司為您設立定期投資服務一年內取消有關服務，本公司將收取100港元的提早取消服務費。
Transfer holdings out of the service 從有關服務轉出投資	Should you wish to transfer investments out of PPS to another nominee service, a processing fee of HKD 100 (or equivalent) per investment holding will be charged. 若您有意將投資從PPS轉至另一家代名人服務公司，本公司將就每項投資收取100港元或等值外幣的手續費。

We reserve the right to vary the amount of fees charged or to impose new fees from time to time. We will give you written notice of any new fees or variation in fees.

本公司保留權利不時調整收費或徵收新收費。本公司將就任何新收費或收費調整給予書面通知。

¹³ Currently, holdings in the Nominated Money Market Fund are excluded from the calculation of the total net asset value of securities held in the nominee account.
目前，指定貨幣市場基金所持投資並不計入代名人戶口所持證券的總資產淨值。

¹⁴ When switching between fund managers you should be aware that some fund managers retain between 0.25% and 1.25% of the amount switched as a new entry fee. Your advisor will bring this to your attention, if relevant.

在基金公司之間轉換投資時，您應留意部份基金公司收取相等於轉換投資金額的0.25%至1.25%作為新認購費。您的理財顧問將向您知會有關金額。

Other charges you should be aware of 其他應留意的收費

Entry and Exit Fees 認購及贖回費	<p>As set by the product provider.</p> <p>There are no entry or exit fees relating to PPS. However, product providers do charge entry and exit fees in relation to their mutual funds.</p> <p>由產品供應商釐定。</p> <p>PPS並不徵收任何認購或贖回費。然而，產品供應商會就其基金產品徵收認購及贖回費。</p> <ul style="list-style-type: none">• For some investments, the entry fee may be up to 6.25% of funds invested, and usually no exit fee will be charged. The entry fee may include a transaction recording fee payable to the Service Provider. 部份投資的認購費可高達投資金額的6.25%，但一般並不徵收贖回費。認購費可能包括應付予服務供應商的交易記錄費。• For some investments, the entry fee may be nil, but the product provider will charge an exit fee. 部份投資並不徵收任何認購費，但產品供應商將收取贖回費。• Some investments apply both an entry fee and an exit fee. 部份投資同時徵收認購費及贖回費。 <p>Your financial advisor will discuss with you the fees relevant to the recommended investments. Details of the fees can be found in the product prospectuses of each investment product.</p> <p>您的理財顧問將與您商討建議投資的相關費用。費用詳情列載於各項投資產品的產品章程。</p>
Product Provider Annual Management Fee 產品供應商收取的管理年費	<p>As per the product prospectuses of each investment product.</p> <p>Product providers deduct their annual management fees prior to calculating unit prices and distributions. Details of the annual management fees charged by product providers can be found in the product prospectuses for the investment products. Product providers may pay commission out of their annual management fees.</p> <p>費用列載於各投資產品的產品章程內。</p> <p>產品供應商在計算單位價格及分派股息前扣除管理年費，該管理年費之詳情列載於投資產品的章程內。產品供應商可能抽取部份管理年費用作支付佣金。</p>
Other Fees 其他費用	<p>As per the product prospectuses of each investment product, some product providers may charge additional fees such as performance fees.</p> <p>費用列載於各投資產品的產品章程內，部份產品供應商可能收取基金表現費等額外費用。</p>

Fees charged by product providers may change. Investors should keep themselves informed by checking the product prospectuses from time to time.

產品供應商收取的費用可予調整。投資者應不時查閱產品章程，以獲取有關資料。

Financial Advisor Commission 理財顧問佣金

As is the normal practice for mutual funds, your financial advisor may receive commission from product providers. Please ask your advisor for further information regarding commissions.

Any of the above fees and charges may be apportioned between the fund manager, nominee service provider, ING Platform Services, your financial advisor and any other relevant parties.

按照基金的一般慣例，您的理財顧問可向產品供應商收取佣金。有關佣金的其他詳情，請向您的理財顧問查詢。

上述任何費用及收費均可在基金公司、代名人服務供應商、安智投資平台服務、您的理財顧問及任何其他相關方之間攤分。

Fee case study

繳收費用的舉例個案

This simplified example illustrates the fees which may apply to your PPS account.

下述簡化例子說明您的PPS帳戶的收費模式。

Illustration: Alan opens a PPS account. Through his financial advisor he invests HKD 500,000 into the following mutual funds, to be held in the account:

說明例子：陳先生開設了一個PPS戶口，並透過理財顧問投資500,000港元。有關款項投資於下列基金，並由該戶口持有：

- HKD 245,000 into Fund A (Entry fee fund) 245,000港元投資於基金A(基金徵收認購費)
- HKD 245,000 into Fund B (Exit fee fund) 245,000港元投資於基金B(基金徵收贖回費)
- HKD 10,000 into the USD Nominated Money Market Fund 10,000港元投資於美元指定貨幣市場基金

At the end of the first quarter, Alan's investment is valued at HKD 505,000 after entry fees were deducted and taking into account fund performance for the quarter.

扣除基金認購費再總結第一季的基金回報表現後，陳先生的投資組合總值為505,000港元。

Alan would pay the following fees:

陳先生須繳付下列費用：

Type of fee 費用類別	Example Fee amount 費用金額	Time for payment 付款時間
Standard Product Entry Fee 標準產品認購費		
<ul style="list-style-type: none">• Entry fee of 5% on Fund A 基金A的認購費5%	5% of HKD 245,000 = HKD 12,250 245,000港元的5% = 12,250港元	Upon subscription into the fund 於認購基金時繳付
<ul style="list-style-type: none">• No entry fee on Fund B 基金B並不徵收認購費	Nil 無	— —
Standard Product Exit Fee 標準產品退出費		
<ul style="list-style-type: none">• No exit fee on Fund A 基金A並不徵收贖回費	Nil 無	— —
<ul style="list-style-type: none">• Fund B has an exit fee. Alan's financial advisor will draw his attention to the exit fees payable if Alan withdraws within 5 years. 基金B徵收贖回費。陳先生的理財顧問須通知陳先生，倘若他於5年內贖回基金B，將須支付贖回費。	Up to 7% on the value of the investment upon exit (reducing over the time the investment is held) 在贖回時須支付可高達相等於投資價值7% (比率在投資持有期內逐步減低)的贖回費	Upon redemption from the fund, if Alan exits from the fund within 5 years 倘若陳先生於5年內贖回基金，則於基金進行贖回時繳付
Ongoing Fees 持續性費用		
<ul style="list-style-type: none">• Reporting Fee of 0.35% per annum 匯報服務費每年0.35%• Financial Advisor Charge of 1% per annum 理財顧問費每年1%• Currently not levied on the Nominated Money Market Fund 指定貨幣市場基金目前並不徵收任何服務費• Assuming that the total value of investments at the end of the quarter, excluding the Nominated Market Money Fund (HKD 10,000), is HKD 495,000, the Reporting Fee and Financial Advisor Charge will be calculated on the daily net asset value for the quarter using a total fee of 1.35% per annum. 假設於季末的投資總值(不包括指定貨幣市場基金的10,000港元)為495,000港元，則匯報服務費及理財顧問費將按季內每日資產淨值計算收取每年1.35%的總費。	1.35% of HKD 495,000 calculated on the daily net asset value of the investment = HK 1,671 per quarter 投資額495,000港元的每日資產淨值的1.35% = 每季1,671港元	At the end of each quarter, this amount will be deducted from Alan's Nominated Money Market Fund 於每季季末，有關金額將從陳先生的指定貨幣市場基金中扣除

The above calculation excludes Product Provider Annual Management Fees (which are deducted by product providers prior to calculating unit prices).

上述計算方法並不包括產品供應商的管理年費(已於計算基金單位價格前由產品供應商扣除)。

Getting Started is easy

開戶手續方便簡易

Opening your account

To open your account, you are required to complete and sign an Application Form for PPS. By opening an account, you agree to be bound by the Reporting Service Terms and Conditions and the Nominee Terms and Conditions attached to the form.

The minimum total investment required for the opening of your portfolio is HKD 250,000 (or equivalent). If you establish a Regular Investment Service at the time of opening your account, the minimum account opening amount is HKD100,000 (or equivalent):

- You may transfer the initial investment amount¹⁵ by **cheque** or by **telegraphic transfer**¹⁶. Investments will be placed by the nominee using cleared funds. Please note that Hong Kong Dollar cheques and US Dollar cheques issued in Hong Kong will normally take around two (2) business days to clear with your bank. However, cheques denominated in other currencies and issued offshore may take longer to clear with your bank.
- You may also wish to **transfer existing mutual funds** into your nominee account.
- You must establish a Nominated Money Market Fund to be your cash account, with a minimum balance at all times of HKD 10,000 or 1% of the net asset value of securities held in the nominee account (whichever is greater).
- If you choose to use the Regular Investment Service, you may set up a **direct debit authorisation** with your bank to send funds to your portfolio on a monthly basis.
- All bank charges incurred in establishing and maintaining the account, including cheque clearing and telegraphic transfer charges, are payable by you.

Your PPS account will be activated upon acceptance of your account opening form, and your investments in specific mutual funds as well as a Nominated Money Market Fund will be initiated by the nominee. Your financial advisor will provide you with **product prospectuses** for the specific investments you have chosen and for your Nominated Money Market Fund.

You will receive a **confirmation** via email of the initial balance in your portfolio once your transactions have been confirmed. Alternatively, you may receive your confirmation by post if indicated on your application form.

Any monies received into your portfolio without specific investment instructions will be invested into your Nominated Money Market Fund.

開設戶口

如欲開設戶口，您必須填妥及簽署一份PPS的申請表格。在開設戶口時，您已同意受申請表格所載的報告服務之條款及條件以及代名人規章及細則所約束。

開設投資組合所須的最低投資總額為250,000港元(或等值外幣)。於開設戶口時設立定期投資服務，則只須100,000港元(或等值外幣)：

- 您可以**支票**或**電匯**方式¹⁶轉入資金作初步投資金額¹⁵。代名人將把過戶金額用作投資款項。務請留意，在香港簽發的港元支票及美元支票一般約須兩個工作天進行銀行結算。然而，以其他貨幣列值的支票及離岸簽發的支票或須較長時間進行銀行結算。
- 您亦可選擇把現有基金轉至您的代名人戶口。
- 您必須設立指定貨幣市場基金作為您的現金帳戶，帳戶在任何時候的最低金額須達10,000港元或代名人戶口所持證券的資產淨值的1%(以較高者為準)。
- 若您選用定期投資服務，您可授權銀行直接付款，每月將款項轉帳至您的投資組合。
- 開設及維持戶口所引致的一切銀行費用，包括支票過戶及電匯費用均由您支付。

一旦您的開戶表格獲接納，您的PPS戶口將會被啟動，而您在特定基金及指定貨幣市場基金的投資將由代名人著手處理。您的理財顧問將會就您所挑選的特定投資及指定貨幣市場基金向您提供**產品章程**。

一旦您的交易獲確認，您將透過電郵獲取投資組合的初步結餘**確認書**。如欲獲取郵遞確認書，請在申請表格上註明。

若無任何特定的投資指示，任何存入投資組合的款項將會投資於您的指定貨幣市場基金。

¹⁵ In order to comply with anti-money laundering requirements, the bank account from which the initial and subsequent investment monies are received must be in your name.

為遵守防止清洗黑錢規例，轉帳初步及其後投資款項的銀行戶口必須以您的名義開立。

¹⁶ Cheques, bank drafts and telegraphic transfers should be made payable to "HSBC Institutional Trust Services (Asia) Limited - INGPS Nominees A/C". 支票、銀行匯票及電匯必須以"HSBC Institutional Trust Services (Asia) Limited - INGPS Nominees A/C"為抬頭人。

Your transaction instructions

Once you have established your PPS account, you may initiate transactions through your financial advisor during business hours.

Instructions to make **additional investments**, to **top up** an existing investment, to **switch** between investments or **redeem** investments must be initiated **via your financial advisor**.

You may make additional investments or top ups by using cleared funds via cheque or telegraphic transfer, or by using monies held in your cash account.

The nominee will process instructions from your financial advisor as quickly as practicable. Fund managers have different rules in relation to when applications and redemptions will be accepted or processed into their funds. Details of these rules may be found in the disclosure document of each fund. Where requests are received by us by **12:00pm midday** Hong Kong time, Monday to Friday, excluding Hong Kong public holidays, instructions to the fund manager will usually be sent on the same day. Where mutual funds do not calculate a unit price daily, it may take longer to process your instructions. The unit price that you receive for unlisted mutual funds is determined by the fund managers, usually at the time of issuing the units.

Cash account (Nominated Money Market Fund)

The cash account is a place to "park" cash, while you work with your financial advisor to decide on your next investment transaction. **Cash dividends** and any **redemption proceeds** from the sale of investment assets in your portfolio will be deposited into this account. Service fees payable to the Service Provider and your financial advisor will be deducted from this account.

For your cash account, you may choose from 3 money market funds to serve as your **Nominated Money Market Fund** in the following currencies:

HKD Hong Kong Dollars
USD US Dollars
EUR Euros

Either HKD 10,000 or 1% of the total net asset value of the securities in your nominee account must be placed in the Nominated Money Market Fund (whichever is greater):

Total Nominee Portfolio Value 代名人投資組合的總值	Required Balance in Nominated Money Market Fund 指定貨幣市場基金所需的結餘
Up to HKD 1,000,000 1,000,000港元或以下	HKD 10,000 10,000港元
Above HKD 1,000,000 1,000,000港元以上	1% of the total net asset value of securities held in the nominee account 代名人戶口所持證券的總資產淨值的1%

您的交易指示

一旦設立了PPS戶口，您便可於營業時間內透過您的理財顧問進行交易。

有關作出**額外投資**、**補足**現有投資、**轉換**投資或**贖回**投資的指示均須**透過您的理財顧問**作出。

您可利用支票或電匯提供過戶資金或以您的現金帳戶所持的款項進行額外投資或補足投資。

代名人將在切實可行的情況下盡快處理您的理財顧問所發出的指示。基金公司就何時接納或處理申請及贖回指示訂明不同規則。規則詳情列載於各基金的披露文件內。倘若本公司在週一至週五(不包括香港公眾假期)**中午十二時**(香港時間)前接獲有關指示，則一般在同一天向基金公司發出指示。倘若基金並非每日計算單位價格，則或須較長時間處理您的指示。非上市基金的單位價格則通常在單位發行時由基金公司釐定。

現金帳戶 (指定貨幣市場基金)

現金帳戶是您與您的理財顧問在決定下一項投資交易前「寄投」現金的帳戶。**現金股息**及任何出售投資組合資產的**贖回款項**將存入現金帳戶內。應付予服務供應商及您的理財顧問的服務費將從這個帳戶扣除。

就現金帳戶設定的**指定貨幣市場基金**乃從以下貨幣計值的三種貨幣市場基金中挑選：

HKD 港元
USD 美元
EUR 歐元

指定貨幣市場基金必須存放10,000港元或您的代名人戶口所持證券的總資產淨值的1%(以較高者為準)：

Where clients have several portfolios in PPS, clients must maintain a balance in their Nominated Money Market Fund equivalent to HKD 10,000 or 1% (whichever is greater) of the total value of the portfolios.

If the balance in your cash account falls below the minimum balance, your financial advisor will contact you to arrange for the topping-up of your account.

If the balance of your Nominated Money Market Fund is insufficient to pay the fees owed to the Financial Advisor or Service Provider, your Financial Advisor will request that you top up your account. If there are insufficient funds in the Nominated Money Market Account at the relevant time, the residue (if any) in the Nominated Money Market Fund will be used first and then any security held in your nominee account as determined by the Service Provider at its own discretion will be redeemed for settlement of the balance of the fees.

Regular Investment Service (RIS)

If you would like to implement a disciplined monthly savings program, you can set up a regular transfer of funds from your bank account into your funds within PPS¹⁷. You must first meet the minimum total investment required for the opening of your portfolio of HKD 100,000 along with maintaining an ongoing balance of at least HKD 100,000.

To set up a Regular Investment Service, your advisor will ask you to nominate the funds into which you wish to make a monthly investment, and then complete a Direct Debit Authorisation in relation to your general bank account, which will be submitted to your bank¹⁸. You may select from more than 20 mutual funds into which to set up a regular investment. And, unlike some regular investment plans, you need not have a lump sum minimum invested in a fund in order to set up a Regular Investment Service into that fund.

若客戶在PPS內持有數項投資組合，便必須在其指定貨幣市場基金中維持相等於10,000港元或所有投資組合總值的1% (以較高者為準) 的結餘。

倘若您的現金帳戶的結餘跌至低於最低結餘的規定金額，您的理財顧問將與您聯絡，以便作出安排補足帳戶內的金額。

倘若您的指定貨幣市場基金的結餘不足以支付結欠理財顧問或服務供應商的費用，您的理財顧問將要求您補足帳戶內的金額。若指定貨幣市場帳戶於相關時間的金額不足，服務供應商將首先動用指定貨幣市場基金的餘額 (如有)，然後自行酌情決定贖回您的代名人戶口所持的任何證券，以清償費用結餘。

定期投資服務 (RIS)

若您有意持之以恆地每月實行投資儲蓄，您可定期將資金從您的銀行戶口轉帳至PPS內的基金¹⁷。您必須首先符合開設投資組合的最低開戶規定 - 100,000港元，並一直維持最少100,000港元的結餘。

為設立定期投資服務，您的理財顧問將要求您確定您希望每月供款投資的基金項目，填妥銀行戶口的直接付款授權書後，將授權書呈交有關銀行¹⁸。您可從逾20項基金中挑選定期投資的基金。本計劃有別於部份定期投資計劃，您毋須為設立定期投資服務而在一項基金中投資一筆最低款項。

¹⁷ The regular transfer of funds is from your bank account into the "HSBC Institutional Trust Services (Asia) Limited - INGPS RIS".

定期轉帳指把金額從您的銀行戶口存入「HSBC Institutional Trust Services (Asia) Limited – INGPS RIS」。

¹⁸ In order to comply with anti-money laundering requirements, the bank account from which the regular transfer is effected must be in your name. 為遵守防止清洗黑錢規例，進行定期轉帳的銀行戶口必須以您的名義開立。

Account Criteria for RIS 定期投資服務的戶口規定

Minimum account opening amount 最低開戶金額	HKD 100,000 or equivalent 100,000港元或等值外幣
Contribution frequency 供款次數	Monthly 每月
Contribution currency 供款貨幣	Hong Kong Dollars only 只限港元
Minimum investment amount per month 每月最低投資金額	HKD 10,000 10,000港元
Minimum contribution into any one fund per month 任何一項基金的每月最低供款額	HKD 2,500 2,500港元
Set up charge 開戶費	Nil 無
Early cancellation processing charge 提早取消服務的手續費	HKD 100 100港元
Transfer date for payments 付款轉帳日	5 th calendar day of the month 每月第5個曆日
Dealing date 交易日	15 th calendar day of the month 每月第15個曆日

You may at any time instruct your advisor to change the funds into which your monthly transfer is subscribed.

You may cease your monthly transfer at any time by terminating your Direct Debit Authorisation. Your investment holdings accumulated up to that date will remain invested in the fund(s), unless you choose to switch or redeem them. Note that there is an early cancellation processing charge of HKD 100, should you cancel your Regular Investment Service within one year of instructing us to establish the RIS facility.

Online Access

When you submit your Application Form, and once your first investments have been confirmed, we will issue you with a login name and password for accessing the online service. The online service permits you to

- View your investments in PPS, with valuation reports updated daily
- View your transaction history and pending transactions
- Use the Retirement Planning, Savings Projection and Education Funding calculators, to assist you and your financial advisor with your financial planning process.

You must conduct all transactions on your account through your financial advisor.

Important note about email addresses:

For data security reasons, the email address you nominate on the account opening form should be your own. Your login name and password for the online service will be sent to this email address, as well as transaction confirmations. You should not nominate anyone else's email address. If you do not have an active email account, all correspondence will be sent to you by post.

您可隨時指示您的理財顧問轉換以每月轉帳金額認購的基金。

您可透過終止直接付款授權隨時停止每月轉帳服務。截至該日所累計持有的投資將會仍然投資於基金，除非您選擇轉換或贖回投資。務須留意，若您在指示本公司提供定期投資服務後一年內取消有關服務，本公司將收取100港元的提早取消手續費。

網上服務

當您提交申請表格時，及一旦您的首項投資經已確認，我們將向您發出使用網上服務所需的登入名稱及密碼。網上服務讓您能夠：

- 查閱PPS戶口內的投資，包括每天更新的估值報告
- 查閱過往的交易紀錄及有待進行的交易
- 透過為退休計劃、儲蓄評估及教育基金而設的計算機，協助您與您的理財顧問制定理財計劃。

您必須透過您的理財顧問進行戶口內的所有交易。

有關電郵地址的重要事項：

為保障資料安全，您在開戶表格內所列明的電郵地址必須為您本人的電郵地址。您在使用網上服務時所需的登入名稱及密碼，以及交易確認書將寄往此電郵地址。您不應提供他人的電郵地址。若您並無使用中的電郵戶口，所有通訊將以郵遞方式寄發予您。

Other things you should know

Currency conversion

The nominee will use the treasury rate on the day of fund conversion to convert funds for placement into mutual funds.

Closing your PPS portfolio

You may redeem investments held in your PPS account at any time by instructing your financial advisor. Should you wish to close your PPS portfolio altogether, you may so instruct your financial advisor or provide written instructions to us. The nominee will redeem all investments in your portfolio and remit the proceeds, less any outstanding service fees, to your bank account.

The Nominee

We have arranged a professional nominee, HSBC Institutional Trust Services (BVI) Limited to provide nominee services. Their address is P.O. Box 71, Craigmuir Chambers, Road Town, Tortola, British Virgin Islands.

Neither HSBC Institutional Trust Services (BVI) Limited nor any other HSBC Group Company approves, endorses or is responsible for the contents of this document, or for any part of the services mentioned in this document, other than the provision of the nominee services to clients under the Nominee Terms and Conditions. Nothing in this document shall be construed as a recommendation by HSBC Institutional Trust Services (BVI) Limited or any other HSBC Group company of any services mentioned in this document. The nominee service provided by HSBC Institutional Trust Services (BVI) Limited is governed by an agreement between ING Platform Services Limited and HSBC Institutional Trust Services (BVI) Limited.

Changing details

Any change in personal details (including, without limitation, a change of financial advisor) should be communicated to us in writing.

Please note that bank account and personal details can only be changed in writing, with such written notice signed by you.

We reserve the right to determine whether any new financial advisor be registered with PPS. Please note that your portfolio may be closed in the event that your new financial advisor is not registered with PPS.

其他須注意事項

貨幣兌換

代名人將按資金轉換日的財資匯率轉換資金以用作認購基金。

終止您的PPS投資組合

您可隨時指示理財顧問贖回透過PPS持有的投資。若您選擇終止PPS的投資組合，您可指示您的理財顧問或向本公司發出書面指示終止組合。代名人將贖回您的投資組合內的所有投資，並將所得款項(扣除任何未繳付的服務費)存入您的銀行戶口。

代名人

本公司已安排專業代名人HSBC Institutional Trust Services (BVI) Limited提供代名人服務。該公司的地址是P.O. Box 71, Craigmuir Chambers, Road Town, Tortola, British Virgin Islands。

HSBC Institutional Trust Services (BVI) Limited和任何其他滙豐集團公司概無批准或保證本文件的內容或本文件所述的任何服務，或就此承擔任何責任，惟根據代名人規章及細則向客戶提供的代名人服務則除外。本文件的內容不應被詮釋為HSBC Institutional Trust Services (BVI) Limited或任何其他滙豐集團公司對本文所述的任何服務的推薦。HSBC Institutional Trust Services (BVI) Limited所提供的代名人服務由安智投資平台服務有限公司與HSBC Institutional Trust Services (BVI) Limited所簽訂的協議規管。

更改個人資料

如欲更改任何個人資料(包括但不限於轉換理財顧問)，必須以書面通知本公司。

請注意，銀行戶口及個人資料只可以書面通知作出更改。有關通知須經您簽署作實。

本公司保留決定PPS所登記的新理財顧問的權利。務須注意，倘若您的新任理財顧問並無在PPS內登記，您的投資組合可能會被終止。

Changes to PPS

We may at our absolute discretion, make changes to PPS from time to time, upon which our contract with you will be varied. We will give you written notice of the changes. As this is an administration service, for maintenance purposes we may occasionally need to suspend access to some services, such as internet access, but we aim to minimise any disruptions.

Customer Concerns

If you have any enquiry or complaint about the operation or management of PPS, please:

- talk to your financial advisor;
- contact the PPS Client Service Team at +852 3762 8000 (9:00am to 6:00pm Hong Kong time, Monday to Friday);
- email us at pps.operations@ap.ing.com; or
- write to us at:
Complaints Manager
ING Platform Services Limited
Suites 3507-08, 35/F
The Center
99 Queen's Road Central
Hong Kong

We will respond to your enquiry or complaint within 5 days of receipt.

更改PPS服務

本公司可全權酌情不時更改有PPS的服務，屆時，本公司與您所訂立的合約將予修訂。我們將就有關變更向您發出書面通知。由於本公司所提供的服務屬行政服務，因此本公司可能因維修保養而須間中暫停部份服務，例如網上服務，但本公司會致力把所造成的干擾減至最低。

客戶關注事項

若您對PPS的營運或管理有任何查詢或投訴，請：

- 與您的理財顧問洽談；
- 致電+852 3762 8000與本公司的PPS客戶服務組聯絡（週一至週五上午9時至下午6時（香港時間））；
- 電郵至pps.operations@ap.ing.com與本公司聯絡；或
- 致函本公司：
香港中環皇后大道中 99號
中環中心35樓3507-08室
安智投資平台服務有限公司
投訴經理收

本公司將於接獲有關查詢或投訴後五日內處理有關事宜。

TERMS AND CONDITIONS FOR THE REPORTING SERVICES PROVIDED BY ING PLATFORM SERVICES LIMITED

1. INTRODUCTION

1.1 These Terms and Conditions shall apply to and govern the relationship between ING Platform Services Limited ("Service Provider"), whose registered office is situated at 39th Floor, One International Finance Centre, No.1 Harbour View Street, Hong Kong and the person ("You" or "Your", as the context requires) who has agreed that the Nominee Services be arranged by, and Reporting Services (each as defined below) be provided by, the Service Provider under these Terms and Conditions.

1.2 The following definitions apply in these Terms and Conditions unless the context requires.

"Nominee" means a third party nominee service provider acceptable to, and pre-approved by, the Service Provider.

"Nominee Services" means services provided by the Nominee through which You may purchase, subscribe, sell, redeem, switch or otherwise acquire or dispose of shares, units or interests in a financial product registered in the name of the Nominee (including without limitation the opening, operation and maintenance of Your nominee account).

"Reporting Services" include:

- (a) securities transaction recording and checking service which requires Your financial advisor to submit transaction requests on Your behalf, and which provides a transaction confirmation document by email or in printed format;
- (b) an account keeping service that provides reporting of cash flows and transactions related to Your holdings in a financial product, provided on the Internet through the online service or in printed format; and
- (c) a valuation service which provides multi-currency valuations of Your holdings in a financial product registered in the name of the Nominee, using recent unit prices, provided on the Internet through the online service or in printed format.

"Nominee and Reporting Services" means both the Nominee Services and the Reporting Services.

2. REPORTING SERVICES AND NOMINEE SERVICES

2.1 By signing the application form for the Nominee and Reporting Services (the "Application Form"), You:

- (a) authorise Your financial advisor to relay to the Nominee on Your behalf (by facsimile, electronically or otherwise) Your instructions, requests, notices, consents, directions or advice issued in accordance with these Terms and Conditions, any agreement between You and Your financial advisor or any agreement between You and the Nominee, relating:
 - (i) to the purchase, subscription, sale, redemption, switching or other disposal of shares, units or interests in any funds or other financial products on Your behalf ("Securities") (each a "Transaction Request"); and
 - (ii) as to the exercise of any rights, claims or corporate actions arising from or relating to the Securities, (each an "Instruction");
- (b) authorise Your financial advisor to give Instructions to the Nominee if You have granted Your financial advisor the authority to give Instructions on Your behalf relating to the purchase, subscription, sale, redemption, switching or other disposal of Securities ("Delegated Investment Authority");
- (c) authorise Your financial advisor to provide a copy of the Transaction Request and Delegated Investment Authority (if applicable) to the Service Provider (by facsimile, email or otherwise) for the purpose of processing, checking and verifying the Transaction Request relayed by Your financial advisor to the Nominee;
- (d) authorise Your financial advisor to forward the original of Your Instructions, the Delegated Investment Authority (if applicable) and any other document to the Service Provider if requested by the Service Provider and authorise the Service Provider to retain them for such period as the Service Provider deems appropriate;
- (e) authorise the Service Provider to send a verification of the Transaction Request to the Nominee by facsimile, electronically or otherwise;

(f) authorise the Service Provider to give Instructions to the Nominee on Your behalf in connection with:

- (i) the arrangements for the payment of dividends to You, the preparation and issue of warrants or cheques for dividend payments or payment of redemption monies to You on redemption of Your Securities registered in the name of the Nominee; and
- (ii) the exercise of any rights, claims or corporate actions arising from or relating to the Securities;

(g) authorise the Service Provider to do any act or thing on Your behalf required for the provision of the Reporting Services (including to communicate with the Nominee on Your behalf);

(h) agree to execute such agreements with the Nominee and the Service Provider as they may require for the provision of the Nominee Services and Reporting Services respectively; and

(i) agree to these Terms and Conditions.

2.2 By giving any Instructions to the Nominee through Your financial advisor, You will be regarded as having warranted to the Service Provider that:

- (i) You have understood and agreed to the terms and conditions and other features applicable to each Security held or to be held by You in the nominee account;
- (ii) You have satisfied Yourself that You are qualified to give such Instructions;
- (iii) You will comply with and be bound by such terms and conditions;
- (iv) You have taken Your own legal and tax advice; and
- (v) You have acknowledged that You are solely responsible for those matters referred to in sub-clauses (i), (ii), (iii) and (iv) above.

The terms and conditions referred to in sub-clause (i) above may deal with or be related to the following matters including but not limited to:

- (a) minimum investment amount for each relevant Security;
- (b) selling restrictions, risk disclosures, fee structure, including switching fee, for each relevant Security;
- (c) taxes and other expenses for each relevant Security; and
- (d) any restrictions in the nominee agreement made between You and the Nominee.

2.3 You agree to pay the Service Provider such service fees for the services provided by the Service Provider under these Terms and Conditions and any other fees as set out in the Fee Schedule to the Nominee and Reporting Services Application Form (the "Fee Schedule") or as revised or introduced by the Service Provider at its sole discretion from time to time. The service fees shall be paid quarterly by redeeming Your interests held in a money market fund or other fund nominated by You and held by the Nominee ("Nominated Money Market Fund") on Your behalf. You irrevocably direct and authorise the Service Provider to redeem interests from the Nominated Money Market Fund for the payment of such service fees. You agree to maintain a minimum balance in the Nominated Money Market Fund as determined by the Service Provider from time to time. If the value of Your interests in the Nominated Money Market Fund are insufficient to pay the fees owed to the Service Provider or financial advisor at the relevant time, the residue (if any) in the Nominated Money Market Fund will be used first and then any Securities held in Your nominee account as determined by the Service Provider at its absolute discretion will be redeemed for settlement of the balance of the service fees. You shall pay the service fees before You fully redeem Your investments held in Your nominee account.

2.4 If:

- (a) Your financial advisor terminates its agreement with the Service Provider for the provision of the Reporting Services;

- (b) the Service Provider ceases to provide the Reporting Services to Your financial advisor for any reason;
- (c) You terminate the services of Your financial advisor; or
- (d) You withdraw Your authority granted to Your financial advisor under any agreement between You and Your financial advisor in connection with the Reporting Services provided by the Service Provider (including the Delegated Investment Authority), the Service Provider may, without prejudice to clause 6 below, in its absolute discretion and subject to any regulatory or licensing restrictions, continue to provide the Reporting Services to You and accept and process Your Instructions, until You provide further Instructions to the Service Provider.

On the occurrence of an event referred to in clause 2.4 (c) or (d) above, You agree to notify the Service Provider and Nominee as soon as practicable.

- 2.5 The Fee Schedule specifies a minimum nominee account opening amount and other minimum investment, transfer and balance amounts. These can be varied or new minimum requirements introduced by the Service Provider at its sole discretion from time to time. You irrevocably authorise the Service Provider on Your behalf to instruct the Nominee to close the nominee account maintained with the Nominee if Your investment in the nominee account falls below the ongoing minimum nominee account balance applicable from time to time.
 - 2.6 You shall comply with any reasonable request from the Service Provider or Nominee for information concerning Your identity and the sources of Your funds being used to subscribe for the Securities and other information where such information is required by any law, regulation, judicial process or regulatory authority. You understand that the Nominee or the Service Provider may request such information from You, Your financial advisor or the Service Provider and You hereby authorise the Service Provider to provide such information to the Nominee.
 - 2.7 The Service Provider reserves the right to delay or refuse to process, and check or verify Your Instructions if, in its opinion, there are grounds for doing so.
 - 2.8 You shall provide Instructions by submitting original signed written Instructions to Your financial advisor. Transaction Requests must be set out in a standard form provided to You by the Service Provider or Your financial advisor, as amended from time to time. In addition to submitting original Instructions, You agree to provide Instructions by facsimile or email if required.
- If You have granted a Delegated Investment Authority to Your financial advisor, You agree that Your financial advisor may give an Instruction on Your behalf to purchase, subscribe, sell, redeem, switch or otherwise dispose of Securities on the terms set out in the Delegated Investment Authority.
- 2.9 The Service Provider may, at its discretion, accept for processing, checking or verifying Instructions believed by it to have been given by You or Your financial advisor in which case, if it acts in good faith in processing, checking or verifying the Instructions, they shall be binding on You, and the Service Provider shall not be liable for any and all direct or indirect special or consequential losses, damages, costs or expenses arising from doing so, whether or not the Instructions were given by You or Your financial advisor. The Service Provider shall not be under any duty to verify the identity of the person(s) giving those Instructions.
 - 2.10 Subject to clause 6, You agree and acknowledge that the Service Provider will provide the Reporting Services to You and Your financial advisor in respect of Your Securities registered in the name of the Nominee and held in Your nominee account during the time You retain the Nominee to provide the Nominee Services.
 - 2.11 You acknowledge and agree that:
 - (a) You have not appointed the Service Provider to provide any financial planning services, securities advisory services, investment advice or other services which constitute regulated activities to You or any other person;
 - (b) the Service Provider is only responsible for arranging for Nominee Services and if applicable to You, the RIS (as defined below) to be provided by a Nominee and for providing Reporting Services to You and Your financial advisor;
 - (c) the Service Provider will not handle or hold any of Your assets or Your financial advisor's assets; and
 - (d) the Transaction Requests are relayed to the Nominee by Your financial advisor; the Service Provider is only responsible for checking and verifying the Transaction Requests relayed by Your financial advisor to the Nominee as part of the Reporting Services.
 - 2.12 All Instructions, notices and other communications sent from or to You will be sent at Your risk. Unless due to their wilful default or gross negligence, none of the Service Provider, the relevant fund or investment company, or any other person appointed by them and their respective officers and employees ("Relevant Fund Parties") shall be responsible for any inaccuracy, interruption, error or delay or failure in transmission or delivery of any telephone, electronic or other form of communication, or for any equipment failure or malfunction and none of them shall be liable for any direct or indirect or consequential losses arising from or in connection with the foregoing.
 - 2.13 Contract notes, transfer advice, statements, cheques and other documents will be sent manually or electronically at the Service Provider's absolute discretion and at Your risk to Your address (postal or e-mail) or number as detailed in the Application Form. Upon receiving any communication or document from the Service Provider, You shall immediately verify that the information contained in the communication or document is accurate. If You do not notify the Service Provider in writing of any errors in any such contract note, transfer advice, statement, cheque or other document within 7 calendar days or, in the case of any statement, within 30 calendar days of issue, the information will be regarded as conclusive of the facts in the absence of manifest error and You shall be regarded as having waived any right to raise objections or pursue any remedies against the Service Provider or any other Relevant Fund Parties.
 - 2.14 The Service Provider shall not be liable for losses of any kind which may be incurred by You as a result of the Service Provider acting or failing to act, in its discretion, on Your Instructions, any act or omission of the Service Provider in connection with the processing, checking or verification of a Transaction Request (including providing the Nominee with a verification of a Transaction Request by facsimile, electronically or otherwise), nor in any other cases, unless due to the gross negligence or wilful default of the Service Provider or other person appointed by it or their respective officers or employees. You agree to fully indemnify the Service Provider on demand for any loss which may be incurred, directly or indirectly by it, as a result of the Service Provider acting or failing to act, in its discretion, on Your Instructions, any act or omission of the Service Provider in connection with the processing, checking or verification of a Transaction Request (including providing the Nominee with a verification of a Transaction Request by facsimile, electronically or otherwise) or, in the event of the non-receipt of any Instructions from You or Your financial advisor due to a failed facsimile, electronic or other type of transmission, except to the extent that such loss arises from the fraud, gross negligence or wilful default of the Service Provider under these Terms and Conditions.
 - 2.15 You shall indemnify the Service Provider and any other Relevant Fund Parties against all direct or indirect, special or consequential losses, claims, liabilities, damages, costs and expenses of any kind which may be incurred by any of them and all actions or proceedings which may be brought by or against any of them in connection with or arising from these Terms and Conditions, or any agreement between You and Your financial advisor or as a result of any default by You in the performance of these Terms and Conditions, any agreement between You and Your financial advisor or the enforcement of these Terms and Conditions, or any agreement between You and Your financial advisor or in connection with or arising from the services rendered by the Service Provider in accepting, relying on, acting or failing to act on any Instructions, or checking and verifying any Transaction Requests, provided that such Instructions (including Transaction Requests) are given or purportedly given by and on behalf of You UNLESS due to the gross negligence or wilful default of the Service Provider or any other Relevant Fund Parties. This indemnity shall continue notwithstanding the termination of these Terms and Conditions, or any agreement between You and Your financial advisor.

2.16 You acknowledge that the Nominee may, without notice to You, aggregate transactions on Your behalf with transactions of other clients. Subject to applicable laws, the Nominee and the Service Provider may receive and retain for the Nominee's or the Service Provider's own benefit (as the case may be) any commission, fee rebates or other preferential treatment or benefit (i) offered by any vendor, broker, dealer or other third party through or by whom any purchase or sale of Securities is effected or cleared on Your behalf; (ii) arising in any other manner including the receipt by the Nominee of excess units of Securities due to minor fluctuations in the price of Securities or the rounding up of fractions of Securities.

3. REGULAR INVESTMENT SERVICE

3.1 If You at any time apply for and are accepted by the Service Provider to use the services that enable you to make regular investments through the Nominee Services (the "RIS"), You shall be subject to the terms and conditions under this clause 3.

3.2 Making Contributions

3.2.1 Monthly Contributions

The minimum contribution under the RIS is HK\$10,000 per month. The minimum contribution into any one Security under the RIS is HK\$2,500. Monthly contributions must be made through simplified direct debit authorisation ("SDDA") from a bank account in Your name held through relevant banks in Hong Kong to the bank account prescribed by the Nominee. As the set up of the SDDA facility for You will take at least 4 to 6 weeks, You may make the first month's contribution by cheque or electronic means as determined by the Service Provider.

Your bank account will be debited under the SDDA on the 5th day of each calendar month, or the preceding business day, if the 5th day is not a business day. If a foreign exchange conversion is required, Your contribution will be converted at market rates provided by the banker of HSBC Institutional Trust Services (BVI) Limited, The Hongkong and Shanghai Banking Corporation Limited or its affiliate.

Your contributions will be invested in accordance with Your Instructions to invest in one or more Securities prescribed by the Service Provider from time to time on the 15th day of each month or the next business day if the 15th day is not a business day.

You shall meet the minimum nominee account opening amount and the minimum on-going RIS investment amount as determined by the Service Provider from time to time.

3.2.2 Failed Contributions

You shall ensure that You have maintained sufficient funding in Your bank account to cover the monthly contributions that are debited from it under the SDDA.

Failed SDDA contributions cannot be replaced by any other form of payment and will result in a delay in making or a failure to make the relevant investment. The Service Provider reserves the right to notify Your bank that Your SDDA payments can no longer be received if You fail to make contributions for 3 months consecutively. If Your SDDA is terminated or Your SDDA contributions can no longer be received for whatever reason within 12 months of commencement, an administrative charge of HK\$100.00 will be levied on Your nominee account and Your use of the RIS will be terminated. This administrative charge will be paid to the Service Provider in accordance with the procedure in clause 2.3.

3.3 Changing contributions and investment selections

3.3.1 Amount of Contribution

If You wish to change the amount of Your monthly contribution, subject to any minimum contribution amount, You may do so provided that a written notice in the prescribed form is given by You to Your financial advisor and that notice is given by Your financial advisor to the Nominee and copied to the Service Provider at least 7 business days before the 5th day of each month.

3.3.2 Re-allocation of Investments

You may change all or part of Your investment selection provided that a written notice in the prescribed form is given by You to Your financial advisor and that notice is given by Your financial advisor to the Nominee and copied to the Service Provider at least 7 business days before the 5th day of each month.

3.4 Redeeming investments

You may redeem any or all of Your investment in Securities or terminate Your nominee account or Your use of the RIS provided that a written notice in the prescribed form is given by You to Your financial advisor and that notice is promptly given by Your financial advisor to the Nominee and copied to the Service Provider. The date of redemption will be the next dealing day for the selected Securities (not the date that the redemption notice is submitted by Your financial advisor to Nominee or the Service Provider). Proceeds will be released pursuant to the settlement period of the selected Securities.

You may redeem part of Your investments in a Security through the RIS provided that:

- (i) You instruct Your financial advisor in writing in the prescribed form and that instruction is promptly given by Your financial advisor to the Nominee and copied to the Service Provider; and
- (ii) the remaining balance of Your investment in the Security meets:
 - (A) the minimum investment requirement of the respective Security; and
 - (B) the minimum on-going RIS investment amount determined by the Service Provider from time to time under sub-clause 3.2.1 above.

3.5 Fees for the Regular Investment Service

There are no additional fees payable by You to the Service Provider for setting up and maintaining a regular investment contribution using an SDDA under the RIS. Normal fees for Your Transaction Requests and other fees payable under the Fee Schedule shall apply.

4. LIABILITY AND INDEMNITY

4.1 Neither the Service Provider nor any of its officers or employees shall be liable to You for any loss or damage suffered by You arising out of or in connection with the Service Provider's arrangement for the provision of the RIS or Nominee Services or the Service Provider's provision of the Reporting Services, unless such loss or damage results directly from an act of gross negligence, fraud or wilful default on the part of the Service Provider or its officers or employees, in which event the liability of the Service Provider shall not exceed the market value of Your investments in or holdings of the relevant Securities to which such loss or damage relates at the time of such act of gross negligence, fraud or wilful default.

4.2 Neither the Service Provider nor any of its officers or employees shall be liable to You for any loss or damage suffered by You caused by a delay in processing, checking or verifying a Transaction Request where such delay is due to any of the following:

- (a) Your financial advisor fails to correctly enter the details of a Transaction Request into the Service Provider's system for the Reporting Services;
- (b) Your financial advisor does not provide the Service Provider with all required documents for processing, checking or verifying a Transaction Request; or
- (c) failure of the electronic communications systems of the Service Provider (including without limitation the Reporting Services and the RIS) or of the Nominee.

Notwithstanding any provision in these Terms and Conditions, the Service Provider's liability for any loss or damage arising from a delay in processing, checking or verifying a Transaction Request is limited to the direct loss or damage suffered by You as a result of a movement in the market price of the relevant Security, up to a maximum of USD10,000 per Transaction Request.

4.3 The Service Provider shall not be liable for any tax, duty or other charge assessed, imposed on or payable by You or by any person on Your behalf. You shall fully indemnify and keep the Service Provider indemnified on demand from and against all such taxes, duties or other charges payable by You or by any person on Your behalf and against all penalties, costs, loss and damage in connection with them.

4.4 Neither the Service Provider nor any of its officers or employees shall be liable to You for any loss or damage suffered by You arising out of or in connection with any research or information prepared or generated by a third party service provider or the Service Provider's use of software provided by a third party service provider.

4.5 The Service Provider will not be responsible for or liable in respect of any cost, expense, loss or damage suffered or incurred by You as a result of the Service Provider's failure to take any action which arises out of or is caused by events beyond its reasonable control including, without limitation, any change in laws, governmental acts, orders, decrees or regulations, disease, terrorism, acts of war or civil strife or similar events, acts of God, accidents, mechanical breakdown, computer or systems failure or interruption of power supplies.

4.6 You agree to indemnify the Service Provider on demand from and against any claim, action, proceeding, cost, liability and expense suffered or incurred by the Service Provider arising directly or indirectly out of or in connection with the Service Provider's arrangement for the provision of the RIS or Nominee Services, its provision of the Reporting Services or any breach of Your obligations under these Terms and Conditions.

4.7 Each benefit, right and indemnity set out in these Terms and Conditions in favour of the Service Provider is also given, to the extent possible under applicable law and regulation (as may be amended from time to time), in favour of each Relevant Fund Party as if set out in full in favour of each such party.

5. LEGAL AND TAX IMPLICATION

5.1 You agree to take Your own advice on the relevant legal, tax and exchange control regulations which apply to You relating to Your use of the services provided under these Terms and Conditions, the opening and maintenance of the nominee account and the subscription, holding and redemption of and any other transactions relating to the Securities (each, a "Relevant Event") under the laws of the place of its operations, domicile, residence, citizenship and/ or incorporation or any other relevant laws or regulations and You shall fully observe all such regulations.

5.2 You confirm that the Service Provider has not (i) made any warranty or representation as to the tax consequences in relation to any Relevant Event (or combination of Relevant Events), or (ii) taken any responsibility for any tax consequences in relation to any Relevant Event (or combination of Relevant Events) and the Service Provider expressly disclaims any liability for any tax consequences in relation to any Relevant Event (or combination of Relevant Events) or for any loss howsoever arising (whether directly or indirectly) from any Relevant Event (or combination of Relevant Events).

5.3 The information relating to tax contained in the constitutional documents or offering documents relating to any Security is intended as a general guide only and does not necessarily describe the tax consequences for all types of investors in the relevant financial products. You understand that dividends, interest income, gains on the disposal of investments and other income received by the relevant financial products on its investments in some countries may be liable to the imposition of withholding tax or other tax.

6. TERMINATION

6.1 The Service Provider's appointment under these Terms and Conditions may be terminated by written notice given by either party to the other at any time. Any such notice given by the Service Provider to You shall take effect upon receipt by You and any such notice given by You to the Service Provider shall take effect (2) business days following receipt by the Service Provider.

6.2 If, after termination, dividends or other interests are received by the Service Provider in respect of Your prior holdings in the service, the Service Provider will remit the amount due to You by cheque or to Your nominated bank account, provided it is equal to or more than HKD100. If the amount is less than HKD100 or equivalent, it will be deemed to have been forfeited by You.

7. DATA PROTECTION

The Service Provider will use reasonable endeavours to protect Your privacy in relation to Your information provided to the Service Provider.

7.1 You acknowledge that You are aware of Your rights and obligations under the Personal Data (Privacy) Ordinance (Cap.486) and other similar applicable law in connection with the protection of personal data, and You agree that it is necessary for You to supply the Service Provider with Your personal information ("Data") in connection with, and which may be used for purposes of the provision of, the Nominee and Reporting Services under these Terms and Conditions.

7.2 Without prejudice to clause 7.1, the Data may be transferred and disclosed to:

- (a) the Nominee;
- (b) Your financial advisor;
- (c) any affiliate of the Service Provider;
- (d) any association or federation of insurance companies or other professional bodies in respect of the type of business carried on by the Service Provider;
- (e) any intermediary or other service provider rendering services to the Service Provider in connection with the operation of the Service Provider's business;
- (f) any third party with which You have or propose to have dealings; and
- (g) any government bodies or regulatory authorities.

The Data may be transferred, used and disclosed to any of the above individuals or organisations whether inside or outside Hong Kong.

7.3 You have the right to request access to and correction of Your Data provided to the Service Provider. Any such request may be made in writing and addressed to Client Service Team, ING Platform Services Limited, Facsimile No. (852) 2526 8237. The Service Provider will comply with such request (and may charge a reasonable fee for processing such request) unless the Service Provider may or is required to refuse to do so under the applicable law and regulations.

8. JOINT APPLICANTS

8.1 Where the Application Form You have signed has been signed by more than one person (each a "Joint Applicant" including You):

- (a) upon acceptance by the Service Provider and Nominee of the application by the Joint Applicants, an account will be opened in the names of the Joint Applicants and all interest in the account will be owned jointly by the Joint Applicants;
- (b) each Joint Applicant and every two or more of them shall be jointly and severally liable for all the obligations of a Joint Applicant under these Terms and Conditions;
- (c) any representation or warranty made or deemed to be made by a Joint Applicant shall be regarded as being made by each of the Joint Applicants jointly and severally and any reference in a representation or warranty to "You" or "Your" shall be read as a reference to each Joint Applicant;
- (d) the Joint Applicants will state on the Application Form whether Your financial advisor is authorised to accept and act upon instructions for new subscriptions, switches and transfers-in given by any one Joint Applicant or whether such instructions must be given by all Joint Applicants; and

- (i) such authorisation shall remain in force until notice in writing signed by all Joint Applicants of its termination or replacement is received by Your financial advisor, Service Provider or Nominee and any such notice shall be without prejudice to the completion of transactions already initiated pursuant to these Terms and Conditions; and
 - (ii) such authorisation shall apply to any securities standing to Your credit with the Nominee under the account;
 - (e) all other instructions, other than new subscription, switch and transfer-in instructions, must be given by all Joint Applicants;
 - (f) where the Joint Applicants have authorised Your financial advisor to accept and act upon instructions given by any one of them, instructions from and documents executed by any one of the Joint Applicants shall be accepted by Your financial advisor, the Service Provider and the Nominee and shall be binding on the other Joint Applicants;
 - (g) where the Joint Applicants have authorised Your financial advisor to accept and act upon instructions given by all of them, only instructions from and documents executed by all Joint Applicants shall be accepted by Your financial advisor, the Service Provider and the Nominee and those instructions shall be binding on You; and
 - (h) notices to a Jointed Applicant may be given to any one of the Joint Applicants.
- 8.2 If any Joint Applicant dies:
- (a) these Terms and Conditions shall continue to apply;
 - (b) the surviving Joint Applicant shall be entitled to ownership of the entire account;
 - (c) Your financial advisor, the Service Provider and the Nominee may act on any new subscription, switch and transfer-in instructions given by the surviving Joint Applicant;
 - (d) the Service Provider shall be entitled to call for such evidence of the death of the deceased Joint Applicant and the authority of any successor of the deceased Joint Applicant as it thinks fit (including the production of a grant of probate or letters of administration from such court as the Service Provider may reasonably require);
 - (e) the Service Provider and the Nominee reserve the right to refuse to process all withdrawal or transfer-out instructions on the account until such evidence of the death of the deceased Joint Applicant as the Service Provider or the Nominee may deem necessary has been provided;
 - (f) the Service Provider or the Nominee may, if it so determines, require evidence that any applicable estate or other duty or tax which may be payable in respect of all or any part of the Securities has been paid prior to the making of any withdrawal or acceptance of a notice of termination of these Terms and Conditions;
 - (g) the surviving Joint Applicant shall indemnify the Service Provider, the Nominee and Your financial advisor in respect of any claim which may be made against the Service Provider, the Nominee and the Financial Advisor (as the case may be) as a result of complying with the surviving Joint Applicant's instructions; and
 - (h) the Service Provider may continue to perform its obligations under these Terms and Conditions pending instructions from the surviving Joint Applicant (or the Estate of the last surviving Joint Applicant if all of the Joint Applicants die).

9. AMENDMENTS

The Service Provider reserves the right to amend these Terms and Conditions from time to time at the Service Provider's discretion. Such amendment shall be notified to You in writing and shall be regarded as having been accepted by You after the expiration of any applicable prior notice period determined by the Service Provider in its absolute discretion.

10. ASSIGNMENT

10.1 The Service Provider may assign or transfer all or part of its rights and obligations under these Terms and Conditions to any person without Your prior consent. Written notice of any such assignment or transfer will be given to You.

10.2 You may not assign or transfer any of Your rights or obligations under these Terms and Conditions without the prior written consent of the Service Provider.

11. NOTICES

The Service Provider may at its discretion and/or as required by law, forward to You any notices, confirmations, statements, requests, information or other communications ("Communications") in relation to Your transactions under Your nominee account and may also at its discretion provide Communications to any affiliate of the Service Provider.

Except as provided in these Terms and Conditions, all Communications required or permitted to be given in relation to these Terms and Conditions shall be in writing in the English language and sent by prepaid post to relevant party at its address indicated in these Terms and Conditions (in the case of the Service Provider) or in the relevant Nominee and Reporting Services Application Form (in Your case) or such other address as notified in accordance with this clause 11 from time to time. Communications to You will be deemed received by You if delivered personally or if posted, deemed received by You 3 calendar days after postage for local mail and 7 calendar days after posting for airmail.

12. GOVERNING LAW AND SUBMISSION TO JURISDICTION

These Terms and Conditions shall be governed by and construed in accordance with the laws of Hong Kong. You and the Service Provider submit to the non-exclusive jurisdiction of the courts of Hong Kong for all legal disputes between You and the Service Provider in connection with these Terms and Conditions.

13. INTERPRETATION

In these Terms and Conditions:

- 13.1 words denoting the singular include the plural and vice versa;
- 13.2 a reference to the neutral gender includes all genders unless otherwise indicated;
- 13.3 a reference to person includes an individual, firm, partnership, company, corporation and an unincorporated body of persons;
- 13.4 headings and margin notes are for convenience of reference only and shall not affect the interpretation of any of the provisions of these Terms and Conditions.

13.5 LANGUAGE

In case of any difference between the English version and the Chinese version of these Terms and Conditions or any other document or notice provided by the Service Provider to You under or in connection with these Terms and Conditions or the Nominee Services or Reporting Services, the English version shall prevail.

14. BENEFIT OF THESE TERMS AND CONDITIONS

These Terms and Conditions shall be binding upon and inure for Your benefit and the benefit of the Service Provider and Your or the Service Provider's permitted successors, assigns and in the case You are an individual upon Your heirs, executors, administrators and legal representatives.

15. CHANGES IN INFORMATION

Each of You and the Service Provider undertakes to promptly inform the other of any material change in the information provided in the Application Form You have signed or pursuant to these Terms and Conditions.

16. MISCELLANEOUS

16.1 Each of the provisions of these Terms and Conditions is severable and distinct from the others. If one or more of such provisions is or becomes illegal, invalid or unenforceable, the remaining provisions shall not be affected in any way.

16.2 No act or omission by the Service Provider or You pursuant to these Terms and Conditions shall affect the rights, powers and remedies hereunder or any further or other exercise of such rights, powers or remedies.

17. ONLINE CLIENT ACCESS

17.1 Security

The Service Provider will send You a Login Name and Password for accessing Your nominee account using the online service. To maintain security You must keep Your Login Name and Password confidential and store them separately at all times. You must not disclose Your Login Name and Password to any other person. Your Password should be changed on a regular basis to maintain confidentiality. Access to the online service will be given on the correct entry of a Login Name and Password. The Service Provider has no duty or liability to verify the identity of the user. Once access is granted, all actions will be deemed to be made by You. You shall be solely responsible for all claims, losses, damages, costs or expenses arising out of or in connection with any unauthorised use of Your Login Name and Password. If You are aware that Your Login Name and Password have been compromised please contact the Service Provider immediately.

17.2 Authorised use

The information on the online service is provided for Your reference only.

Clients are authorised to access the online service as the beneficial owners of investments held under Your nominee account.

Financial advisors are authorised to access the online service in Your capacity as a financial advisor, or administrator or manager of a financial advisory practice.

17.3 Indemnity

You agree and undertake to indemnify the Service Provider, its agents and delegates and all other users of the online service on demand against any claims, losses, costs, damages, actions or expenses which the Service Provider or any other user may sustain or experience arising from use of the online service by You or if You are a financial advisor, any member of Your support staff, Your failure to keep Your Password confidential, the use of the online service by any person on Your behalf or the use of Your Password by any person other than You.

17.4 Liability of the Service Provider

While the Service Provider will take all reasonable steps to ensure the information provided by the online service is accurate and up to date as at the relevant specified date, the Service Provider does not warrant, represent or guarantee the accuracy, reliability, adequacy, timeliness or completeness of any information or data provided by the online service. The Service Provider shall not be liable for any losses, damages, claims, costs or expenses arising directly or indirectly from any omission, error or inaccuracy in information provided to the online service, any unauthorised access to information in the online service, the unavailability of the online service or the failure to perform in whole or in part, any function of the online service.

17.5 Changes to the online service

The Service Provider reserves the right to revise or amend, remove or add to the information provided to You by the online service and to limit access or cease providing information on the online service without prior notice.

17.6 Change of Conditions

The Service Provider reserves the right to revise or amend the terms and conditions of use for the online service without prior written notification. The terms and conditions as revised or amended shall be deemed duly notified to the users by posting the same on the online service. You shall be deemed to have accepted the terms and conditions as revised or amended once You use or continue to use the online service after the relevant terms and conditions become effective.

17.7 Denial of Access

The Service Provider reserves the right to deny access to the online service and/or particular account details for any reason including without limitation in situations where You fail to keep Your Login Name and Password secure or in the Service Provider's opinion, there are concerns regarding security or unauthorised access.

17.8 Risks of Internet Access and Electronic Communications

While the Service Provider has put in place certain security systems on the online service, the Service Provider is unable to guarantee in all circumstances that (i) the online service or the information contained on the online service (including client records) will not be subject to unauthorised access; (ii) the data and other materials contained or accessible on the online service, and any electronic communications through the internet or any other electronic medium, are free from delay, interception, interruption, diversion, corruption or virus infection. The Service Provider shall not be liable for any losses, damages, claims, costs or expenses arising from such unauthorised access or such delay, interception, interruption, diversion, corruption or virus infection.

17.9 Ownership

The online service is owned and operated by the Service Provider. Intellectual property in the online service is owned by or licensed to the Service Provider unless otherwise indicated. This online service also contains a number of trademarks, logos and symbols which are either owned by the Service Provider or used with the permission of the owners. You are entitled to use the information provided to You through the online service for Your reference only. Except as provided in clause 17.2 above, You must not reproduce, adapt, modify, upload, download, link to, frame, perform in public, transmit or distribute any content from the online service or any part of it (in whatever form or by whatever process) unless You have obtained the Service Provider's prior written approval. The Service Provider will not be responsible to You or any other person for any loss or damage arising from any of the above acts which are not authorised by the Service Provider, nor will it be responsible for any content of any other online services which are accessed through or from the online service.

17.10 Fee

The Service Provider has the right to impose fees and charges for the use of the online service from time to time. You shall be deemed to have accepted any relevant fee or charge when You use or continue to use the online service.

17.11 You acknowledge that:

- (a) Neither the Service Provider, Morningstar, their affiliates nor any third-party licensor shall have any liability for the accuracy or completeness of the information or software furnished through the online service, or for delays, interruptions or omissions therein nor for any lost profits, indirect, special or consequential damages;
- (b) Either the Service Provider, Morningstar, their affiliates or third-party licensors have exclusive proprietary rights in any information and software received;
- (c) You shall not use or permit anyone to use the information or software provided through the Licensee Service for any unlawful or unauthorised purpose;
- (d) You are not authorised or permitted to furnish such information or software to any person or firm for reuse or retransmission without prior written approval of the source of such information or software;
- (e) Access to the Morningstar Services (as defined in the agreement between the Service Provider and Morningstar) provided through the online service is subject to termination in the event that any agreement between the Service Provider and a provider of information or software distributed through the online service is terminated in accordance with its terms; and
- (f) The use of the Morningstar Services by End Users and Customers shall be in compliance with the agreement between the Service Provider and Morningstar.

安智投資平台服務有限公司

報告服務之條款及條件

1. 緒言

1.1 此等條款及條件適用於安智投資平台服務有限公司(「服務供應商」)(其香港註冊營業地址為香港中環港景街一號國際金融中心一期三十九樓)與任何同意服務供應商將根據此等條款及條件安排代名人服務及提供報告服務(「每項已在下列確定」)的人士(「閣下」或「閣下之」,視乎文意而定)所訂立之關係,並規管雙方之關係。

1.2 除非文義另有所指,否則以下釋義適用於此等條款及條件。

「代名人」指服務供應商所接納及預先認可的第三方代名人服務供應商。

「代名人服務」指由代名人提供,且閣下可藉此購買、認購、出售、贖回、轉換或以其他方式買賣以代名人義註冊的金融產品的股份、單位或權益的服務(包括但不限於開立、操作及維持閣下的代名人戶口)。

「報告服務」包括:

- 證券交易紀錄及查核服務,該服務要求閣下的理財顧問代表閣下提交交易要求,並以電郵或印刷格式提供交易確認文件;
- 在互聯網透過網上服務或以印刷格式提供的戶口保管服務,以報告有關閣下所持有的金融產品的現金流量及交易;及
- 在互聯網透過網上服務或以印刷格式提供的估值服務,以多種貨幣及最近期單位價格計算閣下以代名人義註冊持有的金融產品的估值。

「代名人及報告服務」指代名人服務與報告服務。

2. 報告服務及代名人服務

2.1 藉著簽署代名人及報告服務申請表格(「申請表格」),閣下:

- 授權閣下的理財顧問代表閣下(以傳真、電子或其他方法)就以下事項向代名人傳達閣下根據此等條款及條件、閣下與閣下的理財顧問訂立的任何協議或與代名人訂立的任何協議所發出的指示、要求、通告、同意、方向或意見:
 - 代表閣下購買、認購、出售、贖回、轉換或以其他方式出售任何基金及其他金融產品的股份、單位或權益(「證券」)(各為一項「交易要求」);及
 - 行使因證券所產生或與證券相關的任何權利、申索或企業行動(各為一項「指示」);
- 倘若閣下已授權閣下的理財顧問代表閣下發出有關購買、認購、出售、贖回、轉換或以其他方式出售證券的指示,則授權閣下的理財顧問向代名人發出指示(「委託投資授權書」);
- 授權閣下的理財顧問(以傳真、電郵或其他方法)向服務供應商提供一份交易要求及委託投資授權書(如適用)的副本,以處理、查核及確認閣下的理財顧問向代名人傳達的交易要求;
- 授權閣下的理財顧問應服務供應商的要求將閣下的指示、委託投資授權書(如適用)及任何其他文件的正本提交予服務供應商,並授權服務供應商在服務供應商認為恰當的該等期間內保存有關文件;
- 授權服務供應商以傳真、電子或其他方法向代名人寄發交易要求的確認書;
- 授權服務供應商就以下事項代表閣下向代名人發出指示:
 - 安排向閣下支付股息、準備及發出有關股息付款的股息單或支票或就贖回閣下以代名人義註冊的證券向閣下支付贖回款項;及
 - 行使因證券所產生或與證券相關的任何權利、申索或企業行動
- 授權服務供應商代表閣下就提供報告服務(包括代表閣下與代名人聯絡)採取任何所須行動;
- 同意分別與代名人及服務供應商訂立彼等就提供代名人服務及報告服務所須的該等協議;及
- 同意接受此等條款及條件。

2.2 在透過閣下的理財顧問向代名人發出任何指示時,閣下將被視為已向服務供應商作出以下保證:

- 閣下已瞭解及同意接受閣下在代名人戶口已持有或將持有的各項證券的條款及條件及其他適用特點;
- 閣下已信納閣下本身符合資格發出該等指示;

(iii) 閣下將遵從該等條款及條件,並受其約束;

(iv) 閣下經已自行諮詢法律及稅務意見;及

(v) 閣下經已確認閣下將獨自對上文(i)、(ii)、(iii)及(iv)款所述的事項負責。

上文(i)款所述的條款及條件可處理以下事項或與(其中包括)以下事項相關:

- 各相關證券的最低投資金額;
- 各相關證券的銷售限制、風險披露、收費架構,包括轉換費;
- 各相關證券的稅項及其他開支;及
- 閣下與代名人所訂立的代名人協議的任何限制。

2.3 閣下同意就服務供應商根據此等條款及條件所提供的服務向服務供應商支付該等服務費以及隨附於代名人及報告服務申請表的收費附表(「收費附表」)所述或由服務供應商不時全權酌情修訂或開徵的任何其他費用。該等服務費須透過贖回閣下所指定並由代名人代表閣下於貨幣市場基金或其他基金(「指定貨幣市場基金」)持有的權益按季支付。閣下須不可撤回地指示及授權服務供應商從指定貨幣市場基金贖回權益,以支付該等服務費。閣下同意在指定貨幣市場基金中維持服務供應商不時釐定的最低結餘金額。倘若閣下於指定貨幣市場基金內所持權益的價值並不足夠支付於相關時間結欠服務供應商或理財顧問的費用,則指定貨幣市場基金內的餘額(如有)將首先被動用,然後按服務供應商全權酌情決定,閣下的代名人戶口內所持的任何證券將會被贖回,以清償服務費的結餘。閣下應在全面贖回閣下於閣下的代名人戶口所持投資前,悉數支付服務費。

2.4 若:

- 閣下的理財顧問終止其與服務供應商就提供報告服務所訂立的協議;
- 服務供應商因任何理由不再向閣下的理財顧問提供報告服務;
- 閣下終止閣下的理財顧問的服務;或
- 閣下撤銷閣下根據閣下與閣下的理財顧問就服務供應商提供的報告服務(包括委託投資授權書)所訂立的任何協議而授予閣下的理財顧問的授權;

則服務供應商可在不損及下文第6項條款的情況下,全權酌情及在任何規管或牌照限制的規限下,繼續向閣下提供報告服務,並接受及處理閣下的指示,直至閣下向服務供應商提出進一步的指示。

倘發生上述2.4(c)或(d)項條款所述的情況,閣下同意在切實可行的情況下盡快通知服務供應商及代名人。

2.5 收費附表訂明開設代名人戶口的最低金額以及其他最低投資,轉讓和結餘金額,但服務供應商可不時全權酌情更改該等金額或引入新的最低金額規定。閣下不可撤回地授權服務供應商,在閣下於代名人戶口的投資跌至低於不時適用的持續最低代名人戶口結餘時,代表閣下指示代名人取消於代名人所開設的代名人戶口。

2.6 閣下須按法例、規條、司法程序或監督機構的規定,應服務供應商或代名人提出的任何合理要求,提供任何有關閣下身份及閣下用作認購證券的資金來源的資料或其它有關資料。閣下明白代名人或服務供應商可向閣下或閣下的理財顧問或服務供應商要求有關資料而閣下謹授權服務供應商向代名人提供有關資料。

2.7 倘服務供應商認為有充分理據,將保留延遲或拒絕處理及查核或確認閣下的指示的權利。

2.8 閣下須要向閣下的理財顧問提供原文書面的指示。交易要求必須以服務供應商或閣下的理財顧問不時修訂及提供予閣下的標準表格提交。除提交原有指示外,閣下同意當被要求時以傳真或電郵方式作出指示。

若閣下已向閣下的理財顧問給予委託投資授權書,閣下同意閣下的理財顧問可根據委託投資授權書所述的條款,代表閣下發出有關購買、認購、出售、贖回、轉換或以其他方式出售證券的指示。

2.9 服務供應商可酌情接受處理、查核或確認其相信由閣下或閣下的理財顧問所發出的指示,在該情況下,若服務供應商本著誠信原則處理、查核或確認有關指示,閣下將受該等指示約束,而服務供應商將毋須為所採取的行動負責一切由此直接或間接引致的損失、賠償、費用或開支,不論有關指示乃由閣下或閣下的理財顧問發出。服務供應商毋須負責核實發出該等指示的人士的身份。

2.10 在第6項條款的規限下,閣下同意及確認服務供應商將於閣下使用代名人提供代名人服務的期間,就閣下以代名人義註冊、並於閣下的代名人戶口持有的證券,向閣下及閣下的理財顧問提供報告服務。

2.11 閣下確認並同意：

- (a) 閣下並無委任服務供應商，向閣下或任何其他人士提供任何理財策劃服務、證券顧問服務、投資建議或構成受監管活動的其他服務；
- (b) 服務供應商只負責安排由代名人提供的代名人服務及(如適用於閣下)定期投資服務(定義見下文)，以及向閣下及閣下的理財顧問提供報告服務；
- (c) 服務供應商不會處理或持有閣下的任何資產或閣下的理財顧問的資產；及
- (d) 交易要求將由閣下的理財顧問傳達代名人；服務供應商僅負責查核及確認由閣下的理財顧問傳達代名人的交易要求，作為報告服務的一部份。

2.12 所有發自或發給閣下的指示、通告或通訊的傳遞風險將由閣下承受。除非是由於其故意違反或疏忽，服務供應商、有關基金或投資公司、或任何由它們任命的其他人及它們的職員及僱員(「有關基金人士」)，均不須要就任何電話、電子或其它通訊形式的傳送或遞送的不準確、中斷、錯誤或失誤，或為任何器材失靈或錯誤而負責。以上所有人士均不須要就因為或有關於上述事件而引致的任何直接、間接或隨之發生的損失而負責。

2.13 成交單據、轉讓通知書、資產組合月結單、支票及其它文件將會由服務供應商絕對性的情決定，以郵寄或電子傳送至閣下在申請表格內填寫的地址(郵寄或電郵)或號碼，而有關傳遞風險由閣下承受。在接獲服務供應商的任何通訊或文件後，閣下應即時核實通訊或文件所載的資料是否準確。如果閣下未有在7天內以書面通知服務供應商任何在成交單據、轉讓通知書、資產組合月結單、支票及其它文件中的任何錯誤，或就資產組合月結單而言，在資產組合月結單發出後的30天內作出該書面通知，倘無任何明顯錯誤，這些資料將被視為不可推翻的事實，而閣下將被視為已放棄提出反對或向服務供應商或有關基金人士追討賠償的任何權利。

2.14 服務供應商毋須對閣下因服務供應商就閣下的指示的情採取或不採取的行動、服務供應商就處理、查核或確認一項交易要求所採取的任何行動或遺漏(包括以傳真、電子或其他方式向代名人發出交易要求確認書)或在任何其他情況下所引致的任何類別的損失承擔任何責任，除非損失乃因服務供應商或其委任的任何人士或彼等各自的高級職員或僱員的嚴重疏忽或故意違責所引致。閣下同意服務供應商因就閣下的指示的情採取或不採取的行動、服務供應商就處理、查核或確認一項交易要求所採取的任何行動或遺漏(包括以傳真、電子或其他方式向代名人發出交易要求確認書)或因傳真、電子或其他類別的傳輸故障而無法接獲閣下或閣下的理財顧問所發出的任何指示所直接或間接引致的任何損失而應服務供應商的要求向服務供應商作出悉數彌償，惟因服務供應商的欺詐、嚴重疏忽或故意違反此等條款及條件所述的責任所致的損失則除外。

2.15 除非是由於服務供應商及有關基金人士的嚴重疏忽或故意違反，否則，任何人就或因此等條款及條件或閣下與理財顧問的協議及/或因為閣下違反履行此等條款及條件或閣下與理財顧問的協議及/或執行此等條款及條件或閣下與理財顧問的協議及/或由於服務供應商就有關接受、依賴、履行或不履行任何指示、或查核及確認任何交易要求，而該些指示(包括交易要求)由閣下作出或聲稱是由閣下或代表閣下作出的情況下，可能導致的所有直接或間接，特別或隨之發生的任何損失，申索，責任，賠償，費用及所有可能由他們任何人提出或要面對的訴訟或司法程序招致的支出，作出彌償。即使此等條款及條件或閣下與理財顧問的協議終止，此彌償責任仍會繼續。

2.16 閣下確認代名人可毋須通知閣下而代表閣下將交易與其他客戶的交易匯集。在適用法例的規限下，代名人及服務供應商可為代名人及服務供應商本身的利益(視乎情況而定)而收取及保留(i)由代表閣下買賣證券或就此進行結算的任何供應商、經紀、交易商或其他第三方提供，(ii)因任何其他方式所產生，包括代名人因證券價格輕微波動或湊整零碎證券而收取的額外證券單位所產生的任何佣金、費用回扣或其他優惠或利益。

3. 定期投資服務

3.1 如閣下於任何時間申請並獲服務供應商許可使用令閣下可透過代名人服務進行定期投資的服務("定期投資服務")，將受條款3的條款及條件限制。

3.2 支付供款

3.2.1 每月供款

根據定期投資服務，每月最低供款額為港幣10,000元。根據定期投資服務，每項證券的最低供款額為港幣2,500元。每月供款必須透過簡化的直接付款授權安排("SDDA")經由閣下在香港相關銀行以閣下的名義開立的銀行戶口存入代名人指定的銀行戶口。由於閣下需要最少四至六個星期才可設立SDDA，故閣下可按服務供應商的決定以支票或電子方式支付第一個月的供款。

供款將於每個曆月的第五日或如第五日並非營業日，則於之前的營業日從閣下的銀行戶口支付。倘若需要進行外幣兌換，閣下的供款將以HSBC Institutional Trust Services (BVI) Limited的銀行香港上海匯豐銀行有限公司或其聯屬公司所提供的市場匯率兌換。

閣下的供款將於每月第15日或如第15日並非營業日，則於下一個營業日按照閣下的指示，投資於服務供應商不時指定的一項或多項證券。

閣下須符合服務供應商不時釐定的最低代名人戶口的開戶金額及最低定期投資服務持續投資金額之規定。

3.2.2 無法支付供款

閣下須確保閣下的銀行戶口的備用資金足以支付根據SDDA轉帳的每月供款。

若然供款無法透過SDDA轉帳，那麼閣下不能以任何其他付款方式代替，且將延遲或無法進行相關投資。倘若閣下連續三個月無法支付供款，服務供應商保留權利通知閣下的銀行，表示無法再獲取閣下的SDDA付款。倘若於供款開始後12個月內，閣下的SDDA因任何理由而被終止或因任何理由而無法再收取閣下的SDDA供款，閣下的代名人戶口須繳付港幣100元的行政費用，而閣下所享用的定期投資服務亦會終止。行政費用將根據第2.3項條款所述的程序支付予服務供應商。

3.3 改變供款金額及投資選擇

3.3.1 供款金額

閣下只須在每月第五日前的最少七個營業日向閣下的理財顧問提交指定格式的書面通知，再由閣下的理財顧問把通知提交代名人，及把副本提交服務供應商，便可改變閣下的每月供款金額，但仍須符合任何最低供款規定。

3.3.2 重新分配投資

閣下只須在每月第五日前最少七個營業日向閣下的理財顧問提交指定格式的書面通知，再由閣下的理財顧問把通知提交代名人，及把副本提交服務供應商，便可改變閣下的全部或部份投資選擇。

3.4 贖回投資

閣下只須向閣下的理財顧問提交指定格式的書面通知，再由閣下的理財顧問即時把通知提交代名人，及把副本提交服務供應商，便可贖回閣下的任何或全部證券投資或終止閣下的代名人戶口、或終止所享用的定期投資服務。贖回日期將為所選擇證券的下一個交易日(並非閣下的理財顧問把贖回通知提交予代名人或服務供應商當日)。贖回投資的所得款項將根據所選擇證券的結算期發放。

閣下可贖回透過定期投資服務於一項證券所持的部份投資，惟：

- (i) 閣下須向閣下的理財顧問提交指定格式的書面指示，再由閣下的理財顧問即時把指示提交代名人，及把副本提交服務供應商；及
- (ii) 閣下的證券投資的結餘金額必須符合：
 - (A) 各自證券的最低投資規定；及
 - (B) 服務供應商根據上文第3.2.1款不時釐定的最低持續定期投資服務投資金額。

3.5 定期投資服務費用

閣下毋須就根據定期投資服務使用SDDA設立及維持定期投資供款向服務供應商繳付額外費用，閣下就交易要求所繳付的一般費用及根據收費附表應付的其他費用將適用。

4. 責任與賠償

4.1 服務供應商或其任何高級人員或僱員毋須承擔閣下由於或涉及服務供應商就提供定期投資服務或代名人服務所作出的安排或服務供應商所提供的報告服務所蒙受之任何損失或損害，除非該等損失或損害乃直接由於服務供應商或其高級人員或僱員之嚴重疏忽、欺詐或蓄意失責行為而產生；惟任何情況下，服務供應商之責任不得超出閣下於該等嚴重疏忽、欺詐或蓄意失責行為所涉及之損失或損害之有關證券中所投資或持有數額之市值。

4.2 服務供應商或其任何高級人員或僱員毋須承擔閣下因以下任何一個原因而延遲處理、查核或確認一項交易要求而引致的任何損失或損害：

- (a) 閣下的理財顧問無法將一項交易要求的詳情正確輸入服務供應商的報告服務系統；
- (b) 閣下的理財顧問並無向服務供應商提供處理、查核或確認一項交易要求所須的一切文件；或
- (c) 服務供應商(包括但不限於報告服務及定期投資服務)或代名人的電子通訊系統發生故障。

不論此等條款及條件有何規定，服務供應商就延遲處理、查核或確認一項交易要求所引致的任何損失或損害所承擔的責任僅限於閣下因相關證券的市價變動所引致的直接損失或損害，而賠償上限為每項交易要求10,000美元。

4.3 服務供應商毋須對閣下或代表閣下的任何人士被評估、徵收或應付的任何稅項、徵費或其他收費負責。閣下應就閣下或代表閣下的任何人士應付的一切該等稅項、徵費或其他收費及與此相關的一切罰款，開支、損失及損害應服務供應商的要求對服務供應商作出悉數彌償。

4.4 服務供應商或其任何高級職員或僱員均毋須就閣下因第三方服務供應商所擬備或編製的任何研究或資料或服務供應商使用第三方服務供應商所提供的軟件所引致或與該等資料相關的任何損失或損害而向閣下負責。

4.5 服務供應商不會就其因任何不能合理控制之事件而導致未能採取任何行動而令閣下蒙受或產生之任何費用、支出、損失或損害負責或作出承擔。該等不能合理控制之事件包括但不限於任何法例、政府法案、領令、判令或規則之變動；疾病、恐怖主義活動、戰爭或民間衝突或類似事件；天災、意外、機械故障、電腦或系統失靈或電力供應中斷。

4.6 閣下同意於服務供應商提出要求時，就服務供應商直接或間接由於或涉及其提供定期投資服務或代名人服務、其提供的報告服務或閣下違反根據此等條款及條件所述的責任，所面對或蒙受之任何及全部索償、訴訟、法律程序、費用、債務及支出向服務供應商作出彌償。

4.7 每一項於此等條款及條件中列明有利於服務供應商的利益、權利及彌償責任，在適用法律及規條容許範圍內(可能會不時更改)，亦同樣有利於每一個有關基金人士，猶如全面列明有利於每一位該些人士一樣。

5. 法律及稅務影響

5.1 閣下同意，就有關於閣下使用根據此等條款及條件所提供之服務、開設及維持代名人戶口，及認購、持有、贖回證券及有關證券之任何其他交易(各稱「相關事件」)，根據其營業、居籍、居留地、公民身分及/或成立地方之法律而適用於閣下的法律、稅務及兌換管制規條，或任何其他有關法律及規條，自行尋求意見，而申請人須要全面遵守所有此等規條。

5.2 閣下確認服務供應商並無(i)就任何相關事件(或多項相關事件)的稅務後果作出任何保證或聲明；或(ii)就任何相關事件(或多項相關事件)的任何稅務後果承擔任何責任，而服務供應商表明不會就任何相關事件(或多項相關事件)的相關稅務後果或因任何相關事件(或多項相關事件)所(直接或間接)引致的任何損失承擔任何責任。

5.3 在相關的憲章文件或要約文件內關於任何證券的資料只用作一般指引，並不一定描述相關的金融產品的所有種類投資者之稅務後果。閣下明白相關的金融產品在不同地方的投資所獲取之股息、利息收入、處理投資的收益及其它收入，可能須繳付預扣稅或其它稅項。

6. 終止

6.1 閣下或服務供應商均可隨時向對方發出書面通知書，終止根據此等條款及條件對服務供應商作出之委任。任何由服務供應商向閣下發出之通知書，將於閣下收取有關通知書時生效，而任何由閣下向服務供應商發出之通知書，將於服務供應商收取有關通知書後兩個營業日生效；

6.2 倘若服務供應商在閣下終止使用服務後收到閣下獲得之前所持基金派發的股息或利息，服務供應商將以支票付予閣下此款項或把款項存入閣下的指定銀行戶口，惟此款項必須相等於或多過港幣100或其等值外幣。倘若此款項少於港幣100或其等值外幣，則將被視為閣下放棄追討之款項。

7. 資料保障

服務供應商將保障閣下的私隱。

7.1 閣下確認個人資料(私隱)條例(第486章)及其他與保障個人資料相關的類似適用法例賦予閣下之權利及責任，閣下表示知悉及同意閣下須就根據此等條款及條件提供代名人及報告服務向服務供應商提供個人資料(「資料」)，而該等資料可能用於提供代名人及報告服務。

7.2 在不違反第7.1條之情況下，資料可能會轉交及披露予：

- (a) 代名人；
- (b) 閣下的理財顧問；
- (c) 服務供應商之任何聯營公司；
- (d) 服務供應商所經營業務類別之任何保險公司協會或聯會或其他專業團體；
- (e) 任何就服務供應商之業務運作向其提供服務之中介人或其他服務供應商；
- (f) 任何與閣下進行或擬進行交易之第三方；及
- (g) 任何政府團體或規管機關。

資料可能會轉交、使用及披露予任何上述在香港境內或境外之個人或組織。

7.3 閣下有權要求查閱及更改閣下提供予服務供應商之資料。任何有關要求可以書面形式提交予安智投資平台服務有限公司客戶服務組(傳真號碼：(852) 2526 8237)。除非根據任何適用法例及規則，服務供應商或會或必須拒絕有關要求，否則服務供應商會按照有關要求行事(並可能收取處理有關要求所需之合理費用)。

8. 聯名申請人

8.1 若閣下已簽署的申請表格由一名以上的人士簽署(各為「聯名申請人」，包括閣下)：

- (a) 在服務供應商及代名人接受聯名申請人的申請後，一個以聯名申請人名義的戶口將會被開設，而有關戶口的所有權益將由聯名申請人共同持有；
- (b) 聯名申請人及每兩名或以上的聯名申請人須共同及個別就一名聯名申請人根據此等條款及條件所承擔的一切責任負責；
- (c) 一名聯名申請人所作出或視作作出的任何聲明或保證將被視為由各聯名申請人共同及個別作出，而聲明或保證中有關「閣下」或「閣下的」的提述應被詮釋為有關各聯名申請人的提述；
- (d) 聯名申請人將在申請書指明是否授權閣下的理財顧問接納及按任何一名聯名申請人作出的新認購，轉換及轉入的指示行事或只接納及按所有聯名申請人共同作出的新認購，轉換及轉入的指示行事；及
 - (i) 該等授權一直生效直至閣下的理財顧問，服務供應商及代名人收到書面通知終止或取替此授權。惟此通知並不影響代名人完成按上述條款已開始之交易；及
 - (ii) 該等授權對有關閣下在代名人處的所有基金股份適用；
- (e) 除新認購、轉換及轉入的指示外，其他全部指示必須由聯名申請人共同發出；
- (f) 倘若聯名申請人已授權閣下的理財顧問接納及按任何一名聯名申請人作出的指示行事，則閣下的理財顧問，服務供應商及代名人該接納任何一名聯名申請人作出的指示及簽署之文件行事，而其他人亦受該等指示及文件約束；
- (g) 倘若聯名申請人已授權閣下的理財顧問接納及按所有聯名申請人作出的指示行事，則閣下的理財顧問，服務供應商及代名人只接納所有聯名申請人共同作出的指示及簽署之文件行事，而所有聯名申請人亦共同受該等指示及文件約束；及
- (h) 向聯名申請人發出的通告可向任何一名聯名申請人發出。

8.2 如任何聯名申請人身故：

- (a) 此等條款及條件將繼續適用；
- (b) 尚存聯名申請人將完全獲資格得到戶口的擁有權；
- (c) 閣下的理財顧問，服務供應商或代名人可依照尚存聯名申請人作出的新認購、轉換及轉入的指示行事；
- (d) 服務供應商有權要求獲取其認為合適的身故聯名申請人的死亡證明，以及身故聯名申請人的任何繼承人的權力的證明(包括出示服務供應商可能合理要求的該等法院所授予的遺囑認證書或遺產管理書)；
- (e) 服務供應商及代名人保留拒絕處理有關所有從戶口贖回或轉出的交易要求的權利直到其必然認為已獲得有關身故聯名申請人的死亡證明為止；
- (f) 服務供應商或代名人可決定要求獲取證明，以證明任何就證券的全部或任何部份而可能應付的任何適用遺產或其他徵稅或稅項在作出任何提取或接納終止此等條款及條件的通知前經已支付；
- (g) 尚存聯名申請人將就有關閣下的服務供應商，代名人及閣下的理財顧問因遵守尚存聯名申請人的指示(在可能發生的情況下)而遭受的申索作出彌補；及
- (h) 服務供應商可在接獲尚存聯名申請人或身故聯名申請人的繼承人的指示前，繼續履行其根據此等條款及條件所須承擔的責任。

9. 修訂

服務供應商保留權利不時酌情修訂此等條款及條件，並將書面通知閣下有關於修訂，而閣下將於服務供應商全權酌情釐定之任何適用事先通知期屆滿後，被視為已接納有關修訂或更改。

10. 轉讓

10.1 服務供應商可將其根據此等條款及條件訂有之全部及部份權利及責任轉讓或轉交任何人士，而毋須閣下事先同意。閣下將獲發有關轉讓或轉交之事先通知書。

10.2 閣下在未經服務供應商事先書面同意前，不得轉讓或轉交閣下根據此等條款及條件訂有之任何權利及/或責任。

11. 通知書

服務供應商可酌情及/或按法例規定，就閣下買入任何金融產品，向閣下傳送任何通告、確認書、聲明、要求、資料或其他通訊(「通訊」)，亦可酌情向服務供應商的任何聯屬人士發出通訊。

除了此等條款及條件中另作規定外，所有就此等條款及條件所需或容許發出之通知書及其他通訊須以英文書寫，並以預付郵資方式，按此等條款及條件(就服務供應商而言)或有關代名人及報告服務申請表(就閣下而言)內所示之地址或根據本條第11條不時知會對方之該等其他地址寄往有關人士。向閣下發出的通訊若親身送遞，將視為已由閣下接獲，如以郵件寄出，本地郵件及空郵郵件分別於寄出後3個曆日及7個曆日被視為已由閣下接獲。

12. 監管法例及司法權區

此等條款及條件須受香港法例監管，並按其詮釋。閣下與服務供應商之間因此等條款及條件產生之一切法律爭議均受香港法院之非獨有司法管轄權管轄。

13. 釋義

此等條款及條件內：

- 13.1 指稱單數之詞語亦包括眾數，反之亦然。
- 13.2 除另有指明外，指稱中性之詞語包括所有性別。
- 13.3 對一名人士的提述指包括一名個人、商號、合夥企業、公司、企業及一個由多名人士組成的未經註冊團體。
- 13.4 標題與旁註僅供方便參考之用，並不影響此等條款及條件內任何條文之詮釋。
- 13.5 語言

倘若此等條款及條件或服務供應商根據或就此等條款及條件或代名人服務或報告服務向閣下提供的任何其他文件或通告的中英文版本出現任何歧異，概以英文本為準。

14. 此等條款及條件之利益

此等條款及條件對閣下及服務供應商；以及閣下或服務供應商之合法繼承人、轉讓人及倘閣下為個人，則指閣下之承繼人、執行人、遺產管理人及法定代表之利益具約束力，且適用於彼等之利益。

15. 更改資料

閣下及服務供應商各自承諾，在此等條款及條件內所提供或根據申請表所提供之資料出現任何重大變動時，盡快知會對方。

16. 雜項

- 16.1 此等條款及條件內之各項條文均可分割及獨立於其它條文。即使任何條文是或變成非法、無效或不能強制執行，其餘條文不受任何影響。
- 16.2 任何服務供應商或閣下根據此等條款及條件作出之行為或遺漏，將不會影響此等條款及條件中之權利、權力及補救或任何該等權利、權力及補救之進一步或其它行使。

17 網上客戶服務

17.1 保安

服務供應商將發給閣下一個登入名稱及密碼，以從網上服務登入閣下的代名人戶口。為確保安全，請務必保密閣下的登入名稱及密碼，並且經常將登入名稱及密碼分開保存。閣下亦絕不可向別人透露你的登入名稱及密碼。為保密起見，閣下應定期更改密碼。只有在輸入正確的登入名稱及密碼的情況下，閣下才能進入此網上服務。服務供應商不負責核實使用者之身份。當閣下進入網上服務後，服務供應商將視所有行動均由閣下作出。閣下須獨自承擔一切因未經閣下授權使用閣下登入名稱及密碼而引致的索償、損失、損害賠償、費用或支出。若閣下覺得登入名稱及密碼遭盜取，請立即聯絡服務供應商。

17.2 認可用途

網上所載資訊僅供閣下作參考之用。客戶獲授權以閣下的代名人戶口內投資受益人身份進入網上服務。理財顧問獲授權以閣下理財顧問、或理財顧問團體的理財顧問、執行者或管理人身份進入網上服務。

17.3 賠償

閣下同意及承諾就閣下或(如閣下為理財顧問)閣下任何支援人員因使用本網上服務、未能保密密碼、讓任何其他人士以閣下的名義使用本網站或讓閣下以外的任何人士使用閣下之密碼，而對服務供應商或其他使用者可能引致的索償、損失、費用、損害賠償、訴訟或支出，向服務供應商、其代理及代表及網上服務的所有其他用戶作出賠償。

17.4 服務供應商之責任

服務供應商會盡力確保網上服務所提供的資料均為最新及準確無誤，但服務供應商不保證或承諾網上服務的資料皆準確、可信賴、足夠、適時或完整。服務供應商不會就以下情況直接或間接引致的損失、損害索償、費用或支出負上責任，情況包括：網上服務上的資訊出現任何遺漏、錯誤或偏差、任何未經授權而從網上服務所得的資料、網上服務不能正常操作或網上服務之任何功能全部或部份未能如常運作。

17.5 更改網上服務

服務供應商有權在不作事先通知的情況下修改、移除或增加透過網上服務向閣下提供的資料，並可限制閣下進入網上服務或停止在網上服務提供資訊。

17.6 更改條件

在不作事先書面通知的情況下，服務供應商有權修改使用網上服務之條款及條件。當修改後之條款及條件刊登於網上服務，將視作已通知所有網上服務使用者。當修改後之條款及條件生效後閣下使用或繼續使用網上服務，閣下將視作已接受該等條款及條件。

17.7 禁止進入網上服務

服務供應商保留因任何理由，包括但不限於在以下情況下禁止進入網上服務及/或取得某些帳戶資料之權利，包括：閣下未能保密閣下之登入名稱及密碼；或在服務供應商認為出現了關於保安或未經授權之進入的顧慮。

17.8 互聯網及電子通訊的風險

雖然服務供應商已為網上服務安裝一些安全系統，但服務供應商不能保證在所有情況下(i)網上服務或網上服務所載內容(包括客戶之紀錄)不會在未經授權的情況下讓其他人取得(ii)網上服務所載或從網上服務可取得之數據及其他資料，以及透過互聯網或任何其他電子媒體的任何電子通訊不會受通訊阻延、截取、傳輸中斷、失準、受干擾或病毒感染所影響。服務供應商不會為未經授權進入網上服務或上述通訊阻延、截取、傳輸中斷、失準、受干擾或病毒感染所引起之損失、損害賠償、索償、費用或支出負上責任。

17.9 擁有權

網上服務由服務供應商擁有及經營運作。除另有指明外，網上服務之知識產權由服務供應商擁有及獲許使用。網上服務亦載有一些商標、標誌及符號，它們或為服務供應商擁有，或經其擁有者批准服務供應商使用。閣下有權使用透過網上服務向閣下提供的資料，僅作參考之用。除第17.2條所指外，若未得到服務供應商事先書面批准，閣下絕不能複製、改寫、修改、上載、下載、連結、創構、公開展示、傳送或散播網上服務之任何內容或其任何部份(包括任何形式或任何方法)。服務供應商不會就未得其授權之任何上述活動所引起之任何損失或損害對閣下或任何其他人士負上責任，同時亦不會就透過或從此網上服務所聯結到之其他網上服務的任何內容負上責任。

17.10 收費

服務供應商有權不時為網上服務之使用徵收服務費。當閣下使用或繼續使用網上服務，閣下將視作同意支付任何相關費用。

17.11 閣下確認：

- (a) 服務供應商、Morningstar、附屬機構或任何第三方特許人均毋須對透過網上服務提供的資料或軟件的準確性或完備性、或有關資料的延遲發佈、中斷或遺漏、或任何盈利損失、間接、特別或相應損害而負責；
- (b) 服務供應商、Morningstar、附屬機構或任何第三方特許人均擁有所收取的任何資料及軟件的獨家專有權；
- (c) 閣下不得使用或准許任何人士使用透過特許持有人服務提供的資料或軟件作任何非法或未經許可的用途；
- (d) 閣下不獲授權或批准在未經該等資料或軟件供應商的事先書面批准前，向任何人士或公司提供該等資料或軟件以供彼等再用或轉載；
- (e) 若服務供應商與透過網上服務提供資料或軟件的供應商所簽訂的任何協議根據其條款終止，透過網上服務提供的Morningstar服務(服務範圍於服務供應商與Morningstar簽訂的協議內註明)亦將終止；及
- (f) 最終用戶及客戶使用Morningstar服務時必須遵守服務供應商與Morningstar所簽訂的協議。

NOMINEE TERMS AND CONDITIONS

To: HSBC Institutional Trust Services (BVI) Ltd

I/we*, being a client of the Company, understand that HSBC is prepared to provide certain nominee services in relation to my/our* investment in the Funds and agree as follows:

1. In this Agreement, the capitalised terms shall have the following meanings:

"Agreement" means this agreement, including any attached Schedule(s), as varied from time to time;

"Authorised Person(s)" means the person(s) authorised by me/us* to give Instructions to HSBC in connection with the Services, as notified to HSBC from time to time in such manner as HSBC requires;

"Company" means the person whose name is set out at the bottom of these Terms and Conditions;

"Fund" means any unit trust, mutual fund corporation, collective investment scheme or other investment arrangement into which I/we may invest pursuant to the investment advice given by the Company;

"Hong Kong" means the Hong Kong Special Administrative Region of the People's Republic of China;

"HSBC" means HSBC Institutional Trust Services (BVI) Ltd and its successors and assignees and, where the context permits, includes any person appointed by HSBC under Clause 10;

"ING" means ING Platform Services Limited;

"Instruction" means any request, notice, consent, direction, instruction or advice issued by me/us* or by the Company on my/our* behalf in accordance with this Agreement, including, without limitation, oral instructions and facsimile instructions, and includes a Transaction Request;

"Nominee Agreement" means an agreement entered into between HSBC and ING in respect of the nominee services to be provided by HSBC to me/us* pursuant to this Agreement;

"Online Service" means an electronic transaction recording, checking and valuation service accessed via the Internet provided by ING to the Company;

"Person" includes an individual, firm, partnership, company, corporation and an unincorporated body of persons;

"Reporting Services" include:

- (a) the Online Service;
- (b) a securities transaction recording and checking service which requires the Company to enter Transaction Requests into the Online Service, and which provides a transaction confirmation document by email or in printed format;
- (c) an account keeping service that provides reporting of cashflows and transactions related to my/our* holdings in a Fund provided on the Internet through the Online Service or in printed format; and
- (d) a valuation service which provides multi-currency valuations of my/our* holdings in a Fund registered in the name of HSBC using recent unit prices, provided on the Internet through the Online Service or in printed format.

"Securities" means the shares, units or interests of any of the Funds belonging to me/us*;

"Services" means the nominee services to be provided by HSBC as referred to in Clause 2;

"Transaction Request" means:

- (a) my/our* instructions to purchase, subscribe, sell, redeem, switch or otherwise acquire or dispose of shares, units or interests in a Fund as set out in a request form signed by me/us* ; or
- (b) instructions to purchase, subscribe, sell, redeem, switch or otherwise acquire or dispose of shares, units or interests in a Fund given by the Company on my/our* behalf.

2. HSBC is hereby appointed and authorised to perform all or any of the following Services as my/our* nominee but reserves the right to refuse to do so if, in its opinion, there are reasonable grounds for such refusal (including, without limitations, where HSBC reasonably believes the performance of any Service would be contrary to law, regulation or market practice):

- (a) to hold or arrange for the Securities to be held in safe custody in HSBC's name on my/our* behalf;
- (b) to purchase or subscribe for any Security in respect of any Fund in accordance with my/our* Instructions and following receipt of the funds required for the purpose;
- (c) to sell, redeem or otherwise dispose of the Securities in respect of any Fund and to deal with the proceeds, in each case in accordance with my/our* Instructions;
- (d) to switch Securities in respect of any Fund for Securities in respect of any other Fund in accordance with my/our* Instructions;
- (e) upon receipt of subscription, redemption or switching confirmation from the relevant Fund, to send such confirmation to me/us* by mail or through the Reporting Services;
- (f) to collect moneys from me/us* which are payable in respect of the purchase of Securities; and to make payment to me/us* of all interest, dividends, bonuses, and other payments or distributions and redemption proceeds in respect of the Securities;
- (g) to dispose of the moneys or any part thereof as HSBC will have collected or received on my/our* behalf in relation to the Securities or any part thereof, including but not limited to the proceeds of sale of Securities or any part thereof by payment thereof to the credit of my/our* account with the Hongkong and Shanghai Banking Corporation Limited (the "Bank") or by the deposit thereof on its behalf with the Bank. An acknowledgement of the receipt of any such moneys by the Bank will be a valid sufficient and complete discharge to HSBC for such moneys and HSBC will be deemed to have completely fulfilled all its obligations;
- (h) to exercise any and all rights, claims or corporate actions arising from or relating to the Securities in accordance with my/our* Instructions;
- (i) to surrender Securities against receipt of the moneys payable at maturity or on redemption if called prior to maturity, provided that where Securities are called for redemption prior to maturity HSBC will have no duty or responsibility to present the Securities for redemption unless, after the call is made, I/we* request HSBC in writing to do so;

- (j) to issue a notice to me/us* by mail or through the Reporting Services evidencing that the Securities have been issued to me/us* but only after satisfying itself that all payments have been received in respect of such issue;
- (k) to compile and provide me/us* with a statement of its holding of Securities on my/our* behalf on a monthly basis by mail or through the Reporting Services;
- (l) to comply with the provisions of any law, regulation or order now or hereinafter in force which purport to impose on a holder of any of the Securities a duty to take or refrain from taking any action in connection with any of the Securities or payments or distributions or moneys payable in respect of any of the Securities and
- (m) to provide such other services as HSBC and I/we* may from time to time agree. For the avoidance of doubt, the Services to be provided by HSBC to me/us* pursuant to clauses 2(b), (c) and (d) of this Agreement in relation to the purchase/subscription, sale/redemption and switching of the Securities shall not include services to facilitate the transfer of HSBC's holding of the Securities on my/our* behalf to the account or for the benefit of any other third party designated by me/us*.

3. I/we* have appointed the Company as my/our* agent relating to the purchase, subscription, sale, redemption, switching or other disposal of Securities, and as to the exercise of any rights, claims or corporate actions arising from or relating to the Securities.

I/we* hereby irrevocably authorise the Company to give Instructions to HSBC, and HSBC to accept all such Instructions given by the Company, on my/our* behalf to purchase, subscribe for, sell, redeem or switch Securities. I/we* hereby ratify such Instructions given by the Company pursuant to the terms of the Nominee Agreement.

I/we* hereby also irrevocably authorise the Company to provide the original and a copy of the Transaction Requests to ING for the purpose of processing, checking and verifying the Transaction Requests given to HSBC by the Company, and ING to retain the original Transaction Request for such period as ING deems appropriate. I/we* understand that ING will provide HSBC with a verification of the Transaction Request (electronically or otherwise) after the relevant Transaction Request has been checked and verified.

4. I/we* may request in writing to the Company to arrange the transfer of registration of legal title or ownership of Securities in a Fund from me/us to HSBC, to be held in safe custody in HSBC's name on my/our* behalf ("Transfer"). I/we agree and acknowledge that:

- (a) HSBC's acceptance of a Transfer is in its absolute discretion and is subject to the consent of the manager or issuer of the relevant Fund and the payment or reimbursement of all costs, taxes and duties relating to the transfer; and
 - (b) the Transfer and the Securities transferred will be subject to these Nominee Terms and Conditions, any agreement between me/us* and ING, and any agreement between me/us* and the Company, where applicable.
5. I/we* understand that HSBC will maintain records which identify the Securities and which segregate the Securities from other securities in relation to the Funds held by HSBC for its own account and for other customers.
6. HSBC is authorised to take such steps as it may consider expedient to enable it to provide the Services and to exercise its powers under this Agreement, including the right:
- (a) to comply with any law, regulation, order, directive, notice or request of any government agency (whether or not having the force of law) requiring HSBC to take any action or refrain from taking any action;
 - (b) on my/our* behalf, to withhold and/or make payment of any taxes or duties payable on or in respect of the Securities;
 - (c) in the absence of a delay in receiving Instructions from me/us* in response to a request to act or refrain from acting as it may deem expedient;
 - (d) to co-mingle the Securities with the property of other customers;
 - (e) if relevant, to return to me/us* Securities which may not have the same serial number or identification as those originally deposited with or received by HSBC;
 - (f) to prescribe such period of notice as HSBC may from time to time specify which I/we* must give to HSBC before HSBC will agree to deal with transactions of such size and/or volume as HSBC may specify from time to time.

7. I/we* acknowledge and agree that HSBC will from time to time receive certain fees and reimbursement of certain costs and expenses from the Company and ING as set out in the Nominee Agreement in respect of the Services that HSBC provides to me/us* under this Agreement.

8. HSBC shall be under no duty to investigate, participate in or take affirmative action concerning proxies received, attendance at meetings and voting except in accordance with my/our* Instructions.

9. HSBC will have no duty or responsibility in respect of proxies received by me/us* in respect of the Securities or any of them and HSBC shall not be required to send any proxy or give any notice of the receipt of any such proxy to me/us*.

10. If HSBC is unable at any time or from time to time to provide or to continue to provide any of the Services as a result of circumstances beyond HSBC's control, HSBC shall be entitled to suspend and/or withdraw the affected Service(s) immediately. I/we* understand that HSBC will notify me/us* promptly of any such suspension and/or withdrawal and will also notify me/us* promptly if the circumstances in question cease so as to enable HSBC to resume the provision of the relevant Service(s).

11. HSBC may appoint any other person as its nominee or agent to perform any of the Services on its behalf and may delegate any of its powers under this Agreement to such person but, in such case, HSBC shall remain liable for the negligence or wilful default of any such appointee as if no such appointment had been made.

12. In performing the Services, I/we* understand that HSBC will exercise the same degree of care as it exercises in respect of its own property except to such extent as may otherwise be provided in this Agreement.

13. I/we* understand that, when providing the Services to me/us*, HSBC will not provide any investment advice or other recommendations to me/us*. I/we* have relied on the advice of the Company in making my/our investment decisions, and I/we* understand and/or have had explained to me/us* the risks of an investment in the Funds. I am/I/we are* able to bear the risks of an investment in the Funds.

14. I/We* understand that I/we* shall comply with any reasonable request for information concerning my/our* identity and the sources of my/our* funds being used to subscribe for the Securities and other information where such information is required by any law, regulation, judicial process or regulatory authority. I/We* understand HSBC may request such information from me/us*, the Company or ING and hereby authorise the Company and ING to provide such information to HSBC.
15. HSBC shall not disclose to any person without my/our* prior consent any confidential information relating to me/us* (including its holding of the Securities in the Funds on my/our* behalf) which comes into the possession of HSBC as a result of its acting as my/our* nominee under this Agreement, except that HSBC may disclose confidential information relating to me/us*:
 - (a) as required or permitted by law, judicial process or any regulatory authority;
 - (b) where the information has previously been publicly disclosed otherwise than as a result of a breach of this Clause;
 - (c) to those officers, employees, agents, advisers or any other person appointed by HSBC pursuant to Clause 10 engaged, in the course of their duties or employment, in activities relating to the performance or exercise by HSBC of its obligations or rights under or pursuant to this Agreement; and
 - (d) ING, its officers, employees, agents or advisers.
16. I/We* understand that HSBC is under no duty to examine or verify the validity of the ownership of or title to any of the Securities and shall not be liable in respect of any defect in ownership or title.
17. I/We* understand that HSBC shall not be liable for any taxes or duties payable on or in respect of the Securities nor for the management of or any diminution in the value of the Securities.
18. HSBC shall not be liable for losses of any kind which may be incurred by me/us* as a result of the provision of the Services by HSBC in accordance with my/our* Instructions (including Transaction Requests) nor, in any other case, unless due to the negligence or wilful default of HSBC or any other person appointed by it or their respective officers or employees.
19. I/We* shall indemnify HSBC, any other person appointed by it and their respective officers and employees in each case against all claims, liabilities, damages, costs and expenses of any kind which may be incurred by any of them and all actions or proceedings which may be brought by or against any of them in connection with the provision of the Services and/or as a result of any default by me/us* in the performance of this Agreement and/or the enforcement of this Agreement unless due to the negligence or wilful default of HSBC, any other person appointed by it or their respective officers or employees. This indemnity shall continue notwithstanding the termination of this Agreement.
20. I/We* declare that HSBC shall not be answerable or responsible for the loss of or damage to or diminution in value of any of the Securities aforesaid subject hereto howsoever arising whilst the same are in HSBC's possession (whether physical, constructive or legal), custody or control or that of its agents, agents or correspondents or any assignee or transferee hereunder.
21. In a case where this Agreement requires my/our* Instructions to be given HSBC is authorised to act on the Instructions of the Authorised Person(s).
22. HSBC may, at its discretion, accept Instructions believed by it to have emanated from the Authorised Person(s) in which case, if it acts in good faith on such Instructions, such Instructions shall be binding on me/us* and HSBC shall not be liable for doing so, whether or not the Instructions were given by the Authorised Person(s) and HSBC shall not be under any duty to verify the identity of the person(s) giving those Instructions.
23. HSBC reserves the right to refuse to act on my/our* Instructions if, in its opinion, there are grounds for doing so.
24. In addition to any lien arising under general law, HSBC shall have a lien on the Securities subject hereto or the proceeds of sale thereof (if sold) or all moneys now or hereafter standing to my/our* credit with HSBC as security for or in part payment of any other debt due or liability then incurred or likely to be incurred by me/us* to HSBC.
25. I/We* hereby irrevocably appoint HSBC and any person appointed by it to be the attorney for me/us* and in my/our* name and on my/our* behalf, without any reference to or consent from me/us*, to execute all documents and to do all things as may be required for the full exercise of all or any of the powers hereby conferred on HSBC and its rights hereunder as it may consider expedient in connection with the exercise of such powers and rights.
26. The appointment of HSBC as nominee herewith may be terminated by HSBC or me/us* giving not less than 30 days notice to the other and by HSBC giving notice of immediate termination to me/us* any time after I/we* have contravened any of the provisions of this Agreement.
27. I/We* acknowledge that any termination of this Agreement and any withdrawals of the Securities, whether or not following termination, shall be without prejudice to the right of HSBC to settle any transactions entered into or to settle any liability incurred by me/us* under this Agreement or by HSBC on my/our* behalf prior to termination and/or, at its discretion, to cancel unexecuted Instructions.
28. No act or omission by HSBC or me/us* pursuant to this Agreement shall affect the rights, powers and remedies hereunder or any further or other exercise of such rights, powers or remedies.
29. Neither HSBC nor I/we* may assign or transfer any of its rights or obligations hereunder without the prior written consent of the other provided this Agreement shall enure for the benefit of HSBC and for the benefit of its successors in title or assignees including any person to which the whole or any part of the operations of HSBC may from time to time be transferred or vested by operation of law or otherwise.
30. Except where this Agreement provides to the contrary, any notice, demand or other communication under this Agreement shall be in writing, if to me/us*, addressed to me/us* at my/our* registered office address or at the last address registered with HSBC and, if to HSBC, addressed to HSBC at its office specified in the Schedule or such other address as HSBC may notify to me/us* for this purpose and may be delivered personally, by leaving it at such address, by post, fax, telex, HEXAGON or SWIFT and shall be deemed to have been delivered to me/us* at the time of personal delivery or on leaving it at such address or on the second day following the day of posting to me/us* if the address is in Hong Kong and on the seventh day following the day of posting to me/us* by airmail if the address is outside Hong Kong or on the day of despatch, if sent by fax, telex, HEXAGON or SWIFT and, in all cases, to HSBC on the day of actual receipt.
31. I/We* acknowledge that HSBC shall not be liable for any loss suffered by me/us* as a result of non-receipt by HSBC of any notice, demand or other communication given by fax or as a result of the failure of ING to check or verify to HSBC the accuracy of any Transaction Request.
32. Each of the provisions of this Agreement is severable and distinct from the others and, if one or more of such provisions is or becomes illegal, invalid or unenforceable, the remaining provisions shall not be affected in any way.
33. This Agreement is governed by and shall be construed in accordance with the laws of Hong Kong.
34. I/We* submit to the non-exclusive jurisdiction of the Hong Kong Courts but this Agreement may be enforced in the courts of any other competent jurisdiction.
35. I/We acknowledge that this agreement may be amended by HSBC by notifying me/us in writing with 30 days' notice of the amendment, and after the expiration of the notice period, such amendment shall be deemed to have been accepted by me/us.

Company: _____

(Print name of Financial Advisor entity)

Note: where "*" appears, please delete as appropriate.

Schedule

Correspondence to HSBC

HSBC Institutional Trust Services (BVI) Ltd
 39/F Dorset House
 Taikoo Place, 979 King's Road
 Hong Kong
 Tel: (852) 2847 1100 Fax: (852) 2801 4928

代名人規章及細則

致：HSBC Institutional Trust Services (BVI) Ltd

本人 / 吾等*為公司的客戶，明白HSBC正準備就本人 / 吾等*在基金中的投資提供若干代理人服務，並且同意如下：

1. 在本協議內，以下詞語具有下列含義：

"協議"指本協議，包括任何附件，以及不時對本協議作出的更改；

"獲授權人士"指本人 / 吾等*不時透過HSBC要求的方式通知HSBC獲本人 / 吾等*授權就服務向HSBC作出指示的人士；

"公司"指名稱顯示於本規章及細則末部的人士；

"基金"指本人 / 吾等*可能依照公司提供的投資意見投資其中的任何單位信託、互惠基金、集體投資計劃或其他投資安排；

"香港"指中華人民共和國香港特別行政區；

"HSBC"指HSBC Institutional Trust Services (BVI) Ltd及其繼承人或受讓人，若情況允許，包括HSBC依照第10條委託的任何人士；

"ING"指安智投資平台服務有限公司；

"指示"指本人 / 吾等*或公司代表本人 / 吾等*根據本協議發出的要求、通知、同意書、指令、指示或意見，包括但不限於口頭指示和傳真指示，並包括交易要求；

"代理人協議"指HSBC與ING就將由HSBC依照本協議向本人 / 吾等*提供的代理人服務簽訂的協議；

"網上服務"指透過互聯網享用由ING提供予公司的電子交易記錄、檢查和估值服務；

"人士"包括個人、商號、合夥企業、公司、法團和不屬法人團體的人士；

"匯報服務"包括：

- 網上服務；
- 證券交易記錄及檢查服務，包括要求公司透過網上服務輸入交易要求，以及透過電郵或列印方式提供交易確認書；
- 賬戶管理服務，透過網上服務，以互聯網或列印方式匯報本人 / 吾等*的現金流量，以及與本人 / 吾等*的基金持股相關的交易；
- 估值服務，透過網上服務，以互聯網或列印方式，並利用最新單位價格，對本人 / 吾等*以HSBC名義登記的基金持股進行多貨幣估值；

"證券"指本人 / 吾等*擁有的任何基金的股份、單位或權益；

"服務"指第2條所提及的將由HSBC提供的代理人服務。

"交易要求"指：

- 本人 / 吾等*於經本人 / 吾等*簽署的要求表格內，發出有關購買、認購、出售、贖回、轉換或以其他方式購入或處置基金股份、單位或權益的指示；或
- 公司代表本人 / 吾等*發出有關購買、認購、出售、贖回、轉換或以其他方式購入或處置基金股份、單位或權益的指示。

2. HSBC特此獲委託和獲授權作為本人 / 吾等*的代理人完成全部或任何下列服務，但保留權利在其認為有合理原因時(包括但不限於在HSBC合理認為完成任何服務將違反法律、規例或市場慣例時)拒絕完成該等服務：

- 代表本人 / 吾等*以HSBC的名義持有及安全保管或安排他人持有及安全保管證券；
- 依照本人 / 吾等*的指示，於收到所需的資金後購買或認購任何基金的任何證券；
- 依照本人 / 吾等*的指示出售、贖回或以其他方式處置任何基金的證券及處理所得的金額；
- 依照本人 / 吾等*的指示以任何基金的證券轉換成任何其他基金的證券；
- 於收到有關基金發出的認購、贖回或轉換確認書後，將確認書以郵寄方式或透過匯報服務送交本人 / 吾等*；
- 向本人 / 吾等*收取購買證券所應支付的金額；以及向本人 / 吾等*支付與證券有關的所有利息、股息、紅利、其他支付或分派金額和贖回金額；
- 處置HSBC就證券或其任何部分代表本人 / 吾等*所收取的金額或其中部分，包括但不限於出售證券或其任何部分所得的金額，處置方式為支付款項至本人 / 吾等*在香港上海匯豐銀行有限公司("匯豐銀行")的賬戶或代表HSBC將款項存入匯豐銀行。匯豐銀行確認收到任何上述金額，即有效、充份和完全解除HSBC就該金額所負有的義務，並且HSBC將被視作已完全履行其義務；
- 依照本人 / 吾等*的指示行使證券引致或與證券相關的任何及所有權利、申索權或公司行動權；
- 於收到應於到期時支付的金額後或在證券於到期前被要求贖回時退還證券，但是，若證券於到期前被要求贖回，HSBC無職責或責任交出證券供贖回，除非本人 / 吾等*於上述要求提出後以書面要求HSBC退還證券；
- 以郵寄方式或透過匯報服務向本人 / 吾等*發出通知，證明已向本人 / 吾等*發行證券，但這必定在其認為已就該發行收到所有付款後進行；
- 每月編制及以郵寄方式或透過匯報服務，向本人 / 吾等*提供其代表本人 / 吾等*持有的證券的月結單；
- 遵守目前或將來生效的任何法律、規例或法令的規定，該等規定意欲對任何證券的持有人加諸就任何證券或與任何證券有關的付款、分派或應付金額採取行動或不採取行動之責任；及

(m) 提供HSBC與本人 / 吾等*不時同意的其他服務。

為免生疑問，依照本協議第2(b)、(c)及(d)條將由HSBC就購買、認購、出售、贖回和轉換證券向本人 / 吾等*提供的服務，不應包括為有助於HSBC將代表本人 / 吾等*持有的證券轉移至本人 / 吾等*指定的任何其他第三方的賬戶或為該第三方的利益進行該轉移所提供的服務。

3. 本人 / 吾等*已委託公司就購買、認購、出售、贖回、轉換或以其他方式處置證券，以及行使證券引致或與證券有關的任何權利、申索權或公司行動權擔任本人 / 吾等*的代理人。本人 / 吾等*特此不可撤銷地授權公司指示HSBC代表本人 / 吾等*購買、認購、出售、贖回或轉換證券，以及授權HSBC接受全部該等公司作出的指示。本人 / 吾等*特此依照代理人協議的條款確認該等由公司作出的指示。

本人 / 吾等*特此亦不可撤銷地授權公司向ING提供交易要求的正本和副本，以便處理、檢查和核實公司給予HSBC的交易要求，並授權ING在其認為適當期間，保留交易要求的正本。

本人 / 吾等*明白ING將在檢查並核實交易要求後，就有關的交易要求向HSBC(以電子或其他方式)提供核實確認書。

4. 本人 / 吾等*可致函公司，要求將基金的證券所有權和擁有權由本人 / 吾等*轉移至HSBC，以便以HSBC名義代表本人 / 吾等*持有及安全保管("轉移")。

本人 / 吾等*同意和確認：

(a) HSBC擁有絕對酌情權，可決定是否接納轉移申請，而有關轉移須經相關基金經理或發行商同意，並須支付或償還所有與轉移相關的費用、稅款及稅項；及

(b) 有關轉移和所轉移的證券須遵守本代名人規章及細則、本人 / 吾等*與ING訂立的任何協議，以及本人 / 吾等*與公司訂立的任何協議(如適用)的規定。

5. 本人 / 吾等*明白HSBC將保存可識別證券及將證券與HSBC為自己及其他客戶持有的基金的其他證券分開的記錄。

6. HSBC獲授權採取其認為合適的步驟，使其能夠依照本協議提供服務及行使權力，包括具有下列權利：

(a) 遵守要求HSBC採取任何行動或不採取任何行動的，由任何政府機構頒布的任何法律、規例、命令、指令、通知或要求(不論是否具有法律效力)；

(b) 代表本人 / 吾等*扣除和 / 或支付應就證券支付的任何稅款或稅項；

(c) 在收取本人 / 吾等*作出的指示之過程中無延誤下，因應要求在其認為適當下採取行動或不採取行動；

(d) 將證券與其他客戶的財產混合；

(e) 若適用，將編號或記認與原先存放在HSBC或由HSBC收到的證券不同的證券退還予本人 / 吾等*；

(f) 設定HSBC不時指定本人 / 吾等*為使HSBC同意處理HSBC不時指定的規模和 / 或數量的交易前所必須給予HSBC的通知期。

7. 本人 / 吾等*確認和同意HSBC將不時就HSBC在本協議下向本人 / 吾等*提供的服務，自公司及ING收取代理人協議中指定的若干費用及獲公司償還若干費用和開支。

8. 除根據本人 / 吾等*的指示外，HSBC無職責就所收到的代表委任表格、出席會議人數和投票資料進行調查、參與其中或採取正面行動。

9. HSBC就本人 / 吾等*因證券或任何證券所收到的代表委任表格不負有職責或責任，並且毋須向本人 / 吾等*送交任何該等代表委任表格或發出收到任何該等代表委任表格的通知。

10. 如果HSBC因其控制範圍以外的情況，不能於任何時間或不時提供或繼續提供任何服務，HSBC有權立即中止和 / 或撤回受影響的服務。本人 / 吾等*明白HSBC將迅速將上述服務中止和 / 或撤回通知本人 / 吾等*，而且當上述情況停止，HSBC能夠恢復提供有關服務後，HSBC將迅速通知本人 / 吾等*。

11. HSBC可委託任何其他人士為其代理人，代表其完成任何服務，並可將其在本協議下的任何權限委託給該人士，但在該情況下，HSBC依然應就被委託人士的疏忽或故意失責負責，猶如未曾作出該委託。

12. 除本協議另行規定外，本人 / 吾等*明白HSBC在完成服務時，其審慎程度與其處理本身的財產時的審慎程度相同。

13. 本人 / 吾等*明白當HSBC向本人 / 吾等*提供服務時，不會向本人 / 吾等*提供任何投資意見或其他建議。本人 / 吾等*依賴公司的意見作出投資決定。本人 / 吾等*明白和 / 或已有人向本人 / 吾等*解釋投資於基金的風險。本人 / 吾等*能夠承擔投資於基金的風險。

14. 本人 / 吾等*明白本人 / 吾等*應遵循任何關於本人 / 吾等*的身份和本人 / 吾等*用於認購證券的資金的來源的資料和其他資料所提出的合理要求，只要該等資料為任何法律、規例、司法程序或監管機構所要求。本人 / 吾等*明白HSBC可向本人 / 吾等*、公司或ING要求該等資料，特此授權公司及ING向HSBC提供該等資料。

15. 未經本人 / 吾等*事先同意，HSBC不應向任何人士披露因HSBC在本協議下擔任本人 / 吾等*的代理人而管有的關於本人 / 吾等*的任何保密資料(包括有關其代表本人 / 吾等*持有的基金的證券的保密資料)，但在下列情況下，HSBC可披露與本人 / 吾等*有關的保密資料：

(a) 法律、司法程序或任何監管機構規定或允許；

(b) 資料以往曾經公開披露，而且未違反本條；

(c) 當HSBC依照第10條委任的高級人員、僱員、代理人、顧問或任何其他人士在履行其職責或在其受僱過程中從事與HSBC在本協議下或依照本協議履行其義務或行使其權利有關活動時，向該等人士披露保密資料；及

- (d) 向ING, 其主任、員工、代理人或顧問披露。
16. 本人 / 吾等*明白HSBC無職責檢查或核實任何證券的擁有權或所有權的效力, 並毋須就擁有權或所有權有缺點負責。
17. 本人 / 吾等*明白HSBC毋須就因證券所應支付的稅款或稅項負責, 亦毋須就證券的管理或減值負責。
18. HSBC毋須就本人 / 吾等*因HSBC依照本人 / 吾等*的指示(包括交易要求)提供服務及在其他情況下引致的任何種類的損失負責, 除非該等損失因HSBC或HSBC委託的任何其他人士或它們各自的高級人員或僱員的疏忽或故意失責所引致。
19. 若就服務的提供和 / 或因本人 / 吾等*在履行本協議和 / 或執行本協議時失責, 致使對HSBC、HSBC委任的任何其他人士及它們各自的高級人員和僱員產生任何種類的申索、責任、損害賠償金、費用及開支, 或提起或面對訴訟或其他法律程序, 本人 / 吾等*應向他們作出彌償, 除非上述申索、責任、損害賠償金、費用及開支因HSBC、HSBC委任的任何其他人士或它們各自的高級人員或僱員的疏忽或故意失責所引致。這項彌償責任於本協議終止後依然繼續。
20. 本人 / 吾等*聲明, HSBC或其代理人或聯絡人或本協議下的任何受讓人管有(不論實際上、被推定或合法)、保管或控制的作為本協議的標的之上述任何證券, 無論因任何原因引致損失、損毀或減值, HSBC均毋須說明理由或承擔責任。
21. 在本協議要求本人 / 吾等*給予指示的情況下, HSBC獲授權依照獲授權人士給予的指示行事。
22. HSBC可酌情決定接受其相信是出自獲授權人士的指示, 在該情況下, 若HSBC真誠地依該等指示行事, 該等指示應對本人 / 吾等*具有約束力, 而不管該等指示是否由獲授權人士作出, HSBC毋須為接受該等指示承擔責任。HSBC亦無職責核實作出指示的人士的身份。
23. HSBC保留權利在其認為有理由時拒絕依照本人 / 吾等*的指示行事。
24. 除一般法律所引起的留置權外, HSBC對作為本協議的標的之證券或出售該等證券(若售出)所得收入或所有目前或日後本人 / 吾等*在HSBC的貸方結餘金額具有留置權, 作為本人 / 吾等*對HSBC的任何其他債項或當時已產生或可能產生的責任的擔保或部份付款。
25. 本人 / 吾等*特此不可撤銷地委託HSBC及HSBC委託的任何人士為本人 / 吾等*的代權人及以本人 / 吾等*的名義及代表本人 / 吾等*, 在毋須轉介本人 / 吾等*或經本人 / 吾等*同意下, 為完全行使本協議賦予HSBC的所有或任何權力及HSBC在本協議下的權利, 在HSBC認為對行使上述權力和權利有用時簽署所有必需的文件及進行所有必需的事項。
26. HSBC或本人 / 吾等*在給予對方不少於30日通知後可終止HSBC根據本協議作為本人 / 吾等*代理人的委託, 在本人 / 吾等*違反本協議的任何規定後, HSBC可隨時於通知本人 / 吾等*後立即終止本協議。
27. 本人 / 吾等*承認本協議終止及於終止之前或之後提取證券, 不應損害HSBC結算本人 / 吾等*或HSBC代表本人 / 吾等*於終止前在本協議下訂立的任何交易或產生的任何責任和 / 或HSBC酌情決定的取消未執行的指示的權利。
28. HSBC或本人 / 吾等*依照本協議的作為或不作為, 不應影響本協議下的權利、權力和補救或任何其他權利、權力和補救, 或該等權利、權力和補救的其他行使。
29. HSBC和本人 / 吾等*皆不可在未經對方書面同意下轉讓或轉移其在本協議下的任何權利或義務, 但本協議應為HSBC的利益及其所有權繼承人或受讓人, 包括因法律的實施或其他原因可能不時受讓HSBC的全部或任何部分業務或取得上述業務作為既得利益的任何人士的利益而生效。
30. 除本協議另有相反規定外, 本協議下的任何通知、要求或其他通訊應採取書面方式, 給本人 / 吾等*的通訊, 應送往本人 / 吾等*的登記辦公地址或在HSBC登記的最新地址; 給HSBC的通訊, 應送往附件中指定的HSBC辦公地址或HSBC為此目的通知本人 / 吾等*的其他地址。通訊可面交送達本人 / 吾等*, 或藉留在上述地址, 或以郵寄、傳真、電傳、HEXAGON或SWIFT代碼方式送交。面交送達或藉留上述地址的通訊, 應視作於面交送達時或送抵上述地址時送達本人 / 吾等*; 郵寄的通知, 若地址在香港, 應視作於郵寄後第二日送達本人 / 吾等*, 若地址在香港以外, 應視作於空郵後第七日送達本人 / 吾等*; 傳真、電傳或採用HEXAGON或SWIFT代碼的通訊, 應視作於傳送當日送達本人 / 吾等*; 以上述各種方式送交予HSBC的通知, 應視作於HSBC實際收件之日送達HSBC。
31. 本人 / 吾等*承認HSBC毋須就本人 / 吾等*因HSBC未收到任何傳真通知、要求或其他通訊, 或ING未能向HSBC檢查或核實任何交易要求的準確性而蒙受的任何損失負責。
32. 本協議各個條文均可各自劃分及各自不同, 若一個或以上條文目前或變成不合法、無效或不可執行, 餘下條文應不受任何方面的影響。
33. 本協議受香港法律管限, 根據香港法律解釋。
34. 本人 / 吾等*願意接受香港法院的非獨有管轄, 但本協議可在任何其他具有管轄權的司法管轄區強制執行。
35. 本人 / 吾等*承認HSBC可在向本人 / 吾等*發出30日修訂通知的情況下, 修訂本協議。在通知期屆滿後, 有關修訂即視為已獲本人 / 吾等*所接納。

*本規章及細則與英文本如有歧異, 均以英文本為準。

公司名稱: _____

(請填寫財務顧問公司名稱)

凡** *出現之處, 請刪去不適用者。

附件

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本文件並不擬用作提供個人證券意見，所載的內容亦概不構成任何投資產品或證券買賣之邀請或要約。本文件所列載的資料屬一般性質，並未考慮您的個人投資目標、財政狀況及特別需要。投資涉及風險，包括投資本金虧損的可能性。您在作出任何投資決定前，應首先細閱投資產品的相關章程所載的全部詳情及諮詢您的理財顧問。本文件所載的任何數據或資料僅供參閱，您不應依賴當中所使用的任何例子。

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此欄由理財顧問填寫：