



ADDENDUM FOR KGI ASIA SAGE SERVICES TERMS AND CONDITIONS

This Addendum sets out the terms and conditions subject to and upon which KGI Asia Limited (“**KGI Asia**”) may in its discretion provide KGI Asia Sage Services (as defined below).

1. Definitions and Interpretation

1.1 Unless expressly specified herein or the context requires otherwise, terms and expressions defined in the Client Agreement shall have the same respective meanings when used herein.

1.2 In this Addendum, the following capitalized terms have the following meanings unless the context requires otherwise: -

“Client” means the person(s) whose name(s) and address(es) are identified in the KGI Asia’s account opening form signed or to be signed by such person(s). Wherever used, the term “Client” shall include his or where there is more than one person comprising the Client, such persons’ respective executors, administrators, successors and personal representatives.

“Client Agreement” means the client agreement between KGI Asia and the Client which is entered into by the Client by signing KGI Asia’s account opening form and governs the account(s) opened, or to be opened, and maintained by the Client with KGI Asia (including any supplements or amendments thereto from time to time).

“Code” means the Code of Conduct for Persons Licensed by or Registered with the SFC, as amended or supplemented from time to time.

“ILAS Products” means insurance policies relating to investment-linked assurance schemes.

“Insurance Products” means ILAS Products and Life Insurance Products that are subscribed by the Client.

“Life Insurance Products” means endowment insurance policies, qualifying deferred annuity policies (QDAP) and life-long policies including universal life insurance policies. For the avoidance of doubt, Life Insurance Products do not include any life related medical insurance policies, term life policies, mandatory provident fund products and general insurance products.

“KGI Asia Sage Services” means the services, benefits and privileges that may be provided or made available by KGI Asia to the Client pursuant to Clause 2.1 of this Addendum from time to time in relation to the account(s) opened or to be opened and maintained by the Client with KGI Asia.

“KGIIM” means KGI Investments Management Limited which is a licensed insurance broker company licensed by the Insurance Authority to carry on regulated activities in respect of long term business (including linked long term business) and general business (Insurance Broker



Company Licence No.: FB1512) and whose registered office is situated at 41/F Central Plaza, 18 Harbour Road, Wanchai, Hong Kong.

“**Portfolio**” refers to the portfolio of assets set out in Clause 3.1(a) of this Addendum as may be held by the Client from time to time.

“**SFC**” means the Securities and Futures Commission of Hong Kong and its successors and assigns.

“**SFO**” means the Securities and Futures Ordinance (Cap. 571 of the Laws of Hong Kong) as amended and/or supplemented from time to time.

“**Wealth Management Products**” means such types of financial products as may be from time to time held by the Client and selected by KGI Asia in its sole discretion to be included in its calculation for the purpose of determining the Client’s eligibility for KGI Asia Sage Services in accordance with Clause 3 below. The types of such financial products may be added, removed or changed by KGI Asia from time to time. KGI Asia may include mutual funds, bonds, structured products and Insurance Products as Wealth Management Products.

2. KGI Asia Sage Services

2.1 Subject to and upon the terms and conditions of this Addendum, KGI Asia may (but is not obliged to) provide or make available to the Client all or any of the following services, benefits and privileges from time to time:

- (a) services of advising on securities including personalized investment advice and recommendations and review of the Client’s investment portfolios in relation to the Client’s investments in securities, monies or other assets (as may be held in or for the account(s) under which KGI Asia Sage Services are provided or made available to the Client from time to time) subject to and upon terms and conditions as set out in the Schedule (Services of Advising on Securities) hereto; and
- (b) in respect of margin account(s) that have been approved by KGI Asia in its sole discretion, securities margin financing at preferential loan interest rates as may be determined and offered by KGI Asia in writing from time to time.

KGI Asia may change, withdraw or terminate any of the above services, benefits and privileges in its sole discretion from time to time and at any time without any prior notice or liability to the Client.

2.2 KGI Asia may provide or make available to the Client KGI Asia Sage Services as an upgrade of the services provided in respect of either a newly opened or an existing account maintained by the Client with KGI Asia.



- 2.3 In the event that the Client maintains more than one existing account with KGI Asia and applies to KGI Asia for the provision of KGI Asia Sage Services by way of an upgrade of the services provided to an existing account maintained by the Client, the Client may identify the account for which the Client will apply for the provision of KGI Asia Sage Services.
- 2.4 Unless otherwise specified in this Addendum, the terms and conditions in the Client Agreement (including but not limited to the schedule(s) thereto, where applicable) shall apply or continue to apply to govern the account relationship between KGI Asia and the Client in relation to the account(s) under which KGI Asia Sage Services are provided and made available to the Client and the parties' rights and obligations herein.
- 2.5 KGI Asia may provide the Client with details of the services, benefits and privileges that may be provided or made available to the Client under KGI Asia Sage Services from time to time. The Client may also contact the Client's relationship manager with KGI Asia for further details of such products, services, benefits and privileges.

3. Eligibility for KGI Asia Sage Services

- 3.1 In order to be eligible for enjoying the services, benefits and privileges under KGI Asia Sage Services, the Client shall satisfy all of the following criteria:
- (a) The Client holds a Portfolio of assets comprising at least one type of Wealth Management Products at all times. In calculating the total value of the assets in the Portfolio for the purpose of Clause 3.1(b) below, in addition to such Wealth Management Products, KGI Asia may include any of the following assets:
- (i) any other securities such as stocks, options or cash deposits that are held in the account(s) under which KGI Asia Sage Services are provided and made available to the Client or any other account(s) at KGI Asia (if any); and
- (ii) any insurance products falling within the definition of Insurance Products in Clause 1 above that are subscribed by the Client (if any). In relation to such Insurance Products, they should be subsisting Insurance Products in respect of which KGIIM is appointed by the Client to act as his servicing insurance broker and remains so appointed by the Client in order to be qualified as forming part of the Portfolio.
- (b) The total value of the assets in the Portfolio shall at all times be at least HK\$2,000,000 (or its equivalent amount in any foreign currency approved by KGI Asia at such exchange rate as determined by KGI Asia) based on the valuation determined by KGI Asia. KGI Asia shall have the right to determine whether an asset may be qualified as forming part of the Portfolio and the valuation of any asset in the Portfolio made by KGI Asia shall be conclusive and binding on the Client.
- (c) The Client hereby expressly authorizes KGI Asia to obtain and use all the Client's information relating to Insurance Products held by KGIIM from time to time for the purpose of determining the value of any Insurance Product in the Portfolio. With regard to



any Life Insurance Product in the Portfolio, the Client agrees and acknowledges that any premium paid on any such Life Insurance Products attributable to premium financing shall be excluded from the valuation.

- (d) KGI Asia shall have the right to review from time to time whether the Client fulfils the minimum requirement of the value in the Portfolio so that the Client may continue to be eligible for enjoying the services, benefits and privileges under KGI Asia Sage Services. In case the Client fails to fulfil such minimum requirement, KGI Asia reserves the right at its absolute discretion to cease to provide any services, benefits or privileges under KGI Asia Sage Services to the Client at any time and/or to impose any additional terms or conditions on any services, benefits or privileges which the Client may then use or enjoy in relation to KGI Asia Sage Services as KGI Asia may deem fit.

4. Client information and personal data

- 4.1 The Client agrees that in respect of any information and personal data relating to the Client or any other persons that may be provided by the Client to KGI Asia, KGI Asia may collect, use, disclose, transfer and process such information and personal data in compliance with the applicable laws, rules and regulations and in accordance with its Personal Information Collection Statement (the “**PICS**”), a copy of the latest version of which is available upon request made by the Client or the relevant persons to KGI Asia or available from KGI Asia’s website at www.kgi.com.hk. The Client agrees that KGI Asia may so collect, use, disclose, transfer and process such information and personal data for the purposes contemplated under this Addendum and related purposes, including but not limited to providing KGI Asia Sage Services and handling any enquiries or complaints about the services provided to the Client.
- 4.2 The Client further understands that the Client is entitled, by making written request to KGI Asia’s Data Protection Officer whose contact details are set out in the PICS, to access the information and personal data about the Client and, if applicable, to correct any inaccuracies in such information and personal data.

5. Termination

This Addendum may be terminated by either KGI Asia or the Client at any time by giving not less than one month’s prior written notice of termination to the other, except that however, the Client shall have no right to terminate this Addendum if the Client has any outstanding liabilities or obligations. For the avoidance of any doubt, this Addendum shall terminate automatically in the event of the termination of the Client Agreement in accordance with the terms of the Client Agreement. Termination of this Addendum shall not affect any rights or obligations of the parties hereto accrued prior to the date of such termination.

6. Miscellaneous

- 6.1 Unless otherwise agreed between KGI Asia and the Client in writing, KGI Asia shall have the right to charge the Client such fees and charges for providing the services under this Addendum



at such rate(s) or for such amount(s) and on such basis as KGI Asia and the Client may agree in writing from time to time.

- 6.2 The Client confirms that the Client has received, read and understood the Risk Disclosure Statements set forth in KGI Asia's account opening form. The Client further confirms that the said Risk Disclosure Statements have been provided to the Client in a language of the Client's choice (English or Chinese), and the Client has been invited to read the Risk Disclosure Statements, ask questions and take independent advice if the Client so wishes. A copy of the Risk Disclosure Statements (as may be amended and supplemented by KGI Asia from time to time) is available from KGI Asia upon request or its website at www.kgi.com.hk (Home> Support> Forms Download> Agreements, Terms and Conditions).
- 6.3 This Addendum is supplemental to and forms an integral part of the Client Agreement and shall be read together with the Client Agreement. In the event of any conflict or discrepancy between the provisions of this Addendum and the terms of the Client Agreement, the provisions of this Addendum shall prevail to the extent of the subject matter of this Addendum.
- 6.4 KGI Asia may supplement or amend any terms and conditions of this Addendum in its sole discretion from time to time and at any time without any prior notice or liability to the Client.
- 6.5 This Addendum supersedes any prior agreement, whether written or verbal, between the Client and KGI Asia in relation to the subject matter hereof.
- 6.6 By using the KGI Asia Sage Services, the Client shall be deemed to have agreed to be bound by this Addendum.
- 6.7 KGI Asia undertakes to notify the Client in the event of any material change to the information provided in this Addendum.
- 6.8 The Client hereby confirms that the Client has received and read this Addendum in a language of his choice (English or Chinese) and that the Client fully understands and accepts the terms and conditions set out in this Addendum.
- 6.9 A person who is not a party to this Addendum has no rights under the Contracts (Rights of Third Parties) Ordinance (Cap. 623 of the Laws of Hong Kong) to enforce or to enjoy the benefit of any term of this Addendum, save that any of the Affiliates of KGI Asia who is not a party to this Addendum may rely on and enforce any term of this Addendum which confers or purports to confer rights or benefits on any such Affiliates. The consent of any person who is not a party to this Addendum is not required to rescind or vary this Addendum at any time.
- 6.10 This Addendum is governed by and shall be construed in accordance with the laws of the Hong Kong Special Administrative Region and the parties hereto hereby submit to the non-exclusive jurisdiction of the courts of Hong Kong Special Administrative Region.

- 6.11 In the event of any discrepancy between the Chinese version and the English version of this Addendum, the English version shall prevail.

Schedule (Services of Advising on Securities)

This Schedule is applicable to the Client who has requested for or is allowed to use, and with whom KGI Asia has agreed to provide, the services of advising on securities referred to in Clause 2.1(a) of this Addendum and if so applicable, this Schedule forms an integral part of this Addendum.

1. As part of the services provided under KGI Asia Sage Services, KGI Asia may provide to the Client the services of advising on securities referred to in Clause 2.1(a) of this Addendum upon and subject to the terms and conditions of this Schedule.
2. The Client agrees and acknowledges all of the following:
 - (a) Having regard to the information provided by the Client to KGI Asia (including without limitation the financial situation, investment experience, investment objectives and risk tolerance of the Client) as set out in the risk preference questionnaire (or other similar document) required by KGI Asia and signed and acknowledged by the Client, KGI Asia may provide to the Client services of advising on securities. Such services provided to the Client shall be personal to the Client and are not intended for the use of any other persons or entities, other than the Client, and the Client shall keep all information, documents and other materials provided to the Client by KGI Asia in the course of the provision of such services strictly for the Client's own use, but not further or otherwise.
 - (b) The Client shall have the full responsibilities to read and understand all the product brochures, information, risk disclosures, offering documents and other related materials in relation to the services of advising on securities provided by KGI Asia and to fully understand all the relevant contents of these materials before making any decision to invest in any relevant products or enter into any relevant agreements. The Client further understands and agrees that such materials are not intended for the use of any other persons or entities, other than the Client, and the Client shall keep all such materials strictly for the Client's own use, but not further or otherwise.
 - (c) The Client undertakes to notify KGI Asia in the event of any change to the information (including without limitation the Client's name, address or other particulars, personal circumstances, information and risk profile) provided by the Client to KGI Asia.
 - (d) KGI Asia does not provide any legal, tax or other advice to the Client other than the investment advice provided subject to and upon the terms of this Schedule. The Client should, where necessary, consult independent advice as to the suitability of any investment products for Client in light of the Client's particular investment experience, investment objectives, financial situation and any other relevant circumstances and ensure that the Client understands the nature of the investment products and the risks associated with investing in them.



- (e) KGI Asia, its Affiliates and their respective representatives, officers, employees and agents shall not be liable for any losses, damages, proceedings, costs, expenses or liabilities suffered or incurred by the Client, whether directly or indirectly, arising from or in connection with any investment made or any transaction entered into by the Client unless due to any gross negligence or wilful default on the part of any of them.
 - (f) The Client understands that subject to KGI Asia and its Affiliates complying with applicable laws, rules and regulations, KGI Asia and its Affiliates may, from time to time, receive and retain (to the extent not prohibited by any applicable laws, rules or regulations) any soft dollars and cash or money rebates or other benefits or provide to a third party such soft dollars and cash or money rebates or other benefits as a result of or in connection with the Client's investments in respect of which KGI Asia has given investment advice to the Client. The Client hereby consents to KGI Asia and its Affiliates providing, receiving and/or retaining such soft dollars and cash or money rebates or other benefits.
3. If services are to be provided to the Client in relation to derivative products, KGI Asia shall provide to the Client upon request product specifications and any prospectus or other offering document covering such products.
4. Save and except where the Client is (i) a professional investor falling under any of paragraphs (a) to (i) of the definition of professional investor in section 1 of Part 1 of Schedule 1 to the SFO; or (ii) a professional investor falling under any of sections 3(a), (c) and (d) of the Securities and Futures (Professional Investor) Rules (Cap. 571D of the Laws of Hong Kong) who, to the reasonable satisfaction of KGI Asia, meets the criteria under paragraph 15.3A(b) of the Code in relation to the relevant products and/or markets and KGI Asia has complied with paragraph 15.3B of the Code, if KGI Asia solicits the sale of or recommends any financial product (having the meaning assigned to it under the SFO and in the context of regulated activities carried on by KGI Asia) to the Client, KGI Asia shall ensure that the financial product must be reasonably suitable for the Client having regard to the Client's financial situation, investment experience and investment objectives. No other provision of this Addendum or any other document which KGI Asia may ask the Client to sign, and no statement KGI Asia may ask the Client to make derogates from this Clause 4.

Issued by KGI Asia Limited

c.c. KGI Investments Management Limited

KGI Asia Limited is licensed by the Securities and Futures Commission to conduct Type 1 (dealing in securities) and Type 4 (advising on securities) regulated activities under the Securities and Futures Ordinance (CE No. BKJ214) and an Exchange Participant of HKSE, an Options Trading Exchange Participant of HKSE, a Direct Clearing Participant of Hong Kong Securities Clearing Company Limited (HKSCC), and a Direct Clearing Participant of The SEHK Options Clearing House Limited (SEOCH). KGI Asia Limited's registered office is at 41/F Central Plaza, 18 Harbour Road, Wanchai, Hong Kong.

(2309)

有關凱基亞洲「盛富」服務條款及條件的增編

本增編列出凱基證券亞洲有限公司（「**凱基亞洲**」）可按其酌情提供凱基亞洲「**盛富**」服務（定義見下文）的條款及條件。

1. 釋義及詮釋

1.1 除非本文明確註明或文義另有所指，否則客戶協議中所界定詞語及詞彙於本文使用時將具有各別相同的涵義。

1.2 於本增編，除非文義另有所指，否則下列詞彙將具有下列涵義：

「**客戶**」指已簽立或將簽立凱基亞洲之開戶表的人士，其名稱及地址註名在該開戶表內。

「**客戶**」之涵義凡在任何地方使用時，須包括其本身或倘客戶由超過一名人士組成，則包括該等人士的各別遺囑執行人、遺產管理人、繼承人及遺產代理人。

「**客戶協議**」指凱基亞洲與客戶之間訂立的客戶協議，其乃由客戶簽署凱基亞洲的開戶表而訂立，並規管客戶在凱基亞洲開立或將予開立及維持的賬戶（該客戶協議的涵義包括不時對其進行的任何補充或修訂）。

「**守則**」指證券及期貨事務監察委員會持牌人或註冊人操守準則（經不時修訂或補充）。

「**投連壽險產品**」指有關投資相連壽險計劃的保險單。

「**保險產品**」指客戶投購的投連壽險產品及人壽保險產品。

「**人壽保險產品**」指儲蓄壽險保單、合資格延期年金保單(QDAP)及包括萬用壽險保單在內的終身保險單。為免生疑問，人壽保險產品並不包括任何人壽相關的醫療保險單、定期壽險單、強積金產品及一般保險產品。

「**凱基亞洲「盛富」服務**」指凱基亞洲根據本增編第2.1條在客戶於凱基亞洲開立或將會開立及持有的帳戶不時向客戶提供或供其使用的服務、福利及禮遇。

「**凱基投資理財**」指凱基投資理財有限公司，為獲保險業監管局發牌的持牌保險經紀公司，可從事長期業務(包括相連長期業務)及一般業務的受規管活動(保險經紀公司牌照編號：FB1512)，而其註冊辦事處位於香港灣仔港灣道十八號中環廣場四十一樓)。

「**組合**」指本增編第3.1(a)條所載客戶不時持有的資產組合。

「**證監會**」指香港證券及期貨事務監察委員會以及其繼承人及受讓人。

「**證券及期貨條例**」指香港法例第571章《證券及期貨條例》(經不時修訂及/或補充)。



「理財產品」指凱基亞洲根據下文第3條為釐定客戶是否合資格使用凱基亞洲「盛富」服務而可按其絕對酌情不時選擇包括在其計算內的金融產品類別，及客戶不時持有的金融產品類別。該等金融產品的類別可由凱基亞洲不時增加、刪除或更改。凱基亞洲可將互惠基金、債券、結構性產品及保險產品納入作為理財產品。

2. 凱基亞洲「盛富」服務

2.1 受限於及根據本增編的條款及條件，凱基亞洲可(但非有義務)向客戶提供或供其使用下列所有或任何的服務、福利及禮遇：

- (a) 按照及受限於本附表(就證券提供意見的服務)所列出的條款及條件，就客戶持有的證券、金錢或其他資產(可能不時在凱基亞洲為客戶提供或供其使用凱基亞洲「盛富」服務之帳戶中持有)而言，向客戶提供就證券提供意見的服務，包括個人化的投資意見及推薦建議，以及檢視客戶的投資組合；及
- (b) 就已獲凱基亞洲之絕對酌情所批准的證券保證金帳戶而言，凱基亞洲可不時以書面釐定及提供之證券保證金融資的優惠貸款利率。

凱基亞洲可按其絕對酌情不時並於任何時間更改、取消或終止上述任何服務、福利及禮遇，而毋須向客戶發出任何事先通知或承擔任何責任。

2.2 凱基亞洲可向客戶提供凱基亞洲「盛富」服務或供其使用，作為就客戶在凱基亞洲新開立帳戶或在凱基亞洲持有現有帳戶的升級服務。

2.3 倘客戶在凱基亞洲持有超過一個現有帳戶，並以提升其所持有之現有帳戶服務的形式向凱基亞洲申請提供凱基亞洲「盛富」服務，則請客戶識別出其申請提供凱基亞洲「盛富」服務的帳戶。

2.4 除本增編另有指明，否則客戶協議的條款及條件(包括但不限於其附表(如適用))應適用於或繼續適用於約束凱基亞洲與客戶之間關於凱基亞洲向客戶提供或供其使用凱基亞洲「盛富」服務之帳戶的帳戶關係及雙方在本增編下的權利及責任。

2.5 凱基亞洲可不時向客戶提供或供其使用之凱基亞洲「盛富」服務的服務、福利及禮遇。客戶亦可聯絡凱基亞洲的客戶經理以取得有關該等產品、服務、福利及禮遇的進一步詳情。

3. 享用凱基亞洲「盛富」服務的資格

3.1 為符合資格享用凱基亞洲「盛富」服務項下的服務、福利及禮遇，客戶須達致下列所有準則：

- (a) 客戶須不時一直持有包括最少一類理財產品的資產組合。於計算下文第3.1(b)條的組合資產總值時，除該等理財產品外，凱基亞洲可計入下列任何資產：



- (i) 在向客戶提供或供其使用凱基亞洲「盛富」服務之帳戶或任何其他凱基亞洲帳戶(如有)持有的任何其他證券，例如股票、期權或現金存款；及
 - (ii) 由客戶投購符合上文第1條保險產品定義的任何保險產品(如有)。就該等保險產品而言，其須一直保持為凱基投資理財獲客戶委任作為其服務保險經紀的保險產品，並須一直保持獲客戶委任以符合資格作為組合的一部分。
- (e) 根據凱基亞洲釐定的估值計算，組合中的資產總值須一直保持最少為港幣2,000,000元(或以凱基亞洲批准的任何外幣並按其釐定的匯率計算的等值金額)。凱基亞洲有權釐定一項資產是否符合資格作為組合的一部分，而凱基亞洲就組合中任何資產作出的估值須為最終並對客戶具約束力。
- (f) 為釐定組合中任何保險產品價值，客戶謹此明確授權凱基亞洲取得及使用凱基投資理財不時持有客戶有關保險產品的所有資料。就組合中的任何人壽保險產品而言，客戶同意並知悉，任何該類人壽保險產品的保費是由保費融資所支付者，均不會被計入估值內。
- (g) 凱基亞洲有權不時檢視客戶是否符合組合價值的最低要求，以至客戶可繼續符合資格享用凱基亞洲「盛富」項下的服務、福利及禮遇。倘客戶未能符合該最低要求，凱基亞洲保留其絕對酌情權於任何時間停止向客戶提供凱基亞洲「盛富」服務的任何服務、福利或禮遇及/或就客戶當時可能使用或享用凱基亞洲「盛富」服務的任何服務、福利或禮遇施加凱基亞洲可能認為合適的任何額外條款或條件。

4. 客戶資料及個人資料

- 4.1 客戶同意，就客戶可能向凱基亞洲提供的任何關於客戶或任何其他人士的資料及個人資料，凱基亞洲可根據適用法律、規則及規例以及根據其收集個人資料聲明（「**收集個人資料聲明**」）（最新版本可由客戶或相關人士要求凱基亞洲提供或在凱基亞洲網站www.kgi.com.hk可供索取）收集、使用、披露、轉移及處理該等資料及個人資料。客戶同意凱基亞洲可就本增編所設定的目的及相關目的（包括但不限於提供凱基亞洲「盛富」服務及處理有關提供給客戶的服務的任何查詢或投訴），作此收集、使用、披露、轉移及處理該等資料及個人資料。
- 4.2 客戶進一步理解，客戶有權向凱基亞洲的資料保護專員（其聯絡詳情載於收集個人資料聲明內）提出書面要求，要求取得有關客戶的資料及個人資料，以及（倘適用）更正有關資料及個人資料的任何不準確之處。

5. 終止

凱基亞洲或客戶可隨時透過向對方發出不少於一個月書面事先終止通知的方式終止本增編，惟倘客戶有任何未償負債或責任，則客戶無權終止本增編。為免生疑問，倘根據客戶協議的條款終止客戶協議，則本增編將自動終止。終止本增編不會影響其訂約方在終止日期之前所累計的任何權利或義務。



6. 其他事項

- 6.1 除非凱基亞洲與客戶另行書面協定，凱基亞洲有權向客戶收取根據本增編所提供服務的費用及收費，而有關費率或金額則按凱基亞洲與客戶可能不時書面協定的基準計算。
- 6.2 客戶確認，客戶已收到、閱讀和明白在凱基亞洲開戶表格所列載的風險披露聲明。客戶並確認，客戶已按照其選擇的語言(英文或中文)獲提供上述風險披露聲明，及已獲邀請細閱該風險披露聲明、提出問題及徵求獨立的意見(如客戶有此意願)。該風險披露聲明(可經凱基亞洲不時修訂及補充)可由客戶要求凱基亞洲提供或在凱基亞洲網站 www.kgi.com.hk (首頁> 支援中心> 表格下載> 協議書、條款及細則) 供索取。
- 6.3 本增編構成客戶協議的補充及組成部份，並須與客戶協議一併解讀。倘本增編的條文與客戶協議的條款存在任何衝突或不一致，則就本增編的標的事宜而言，概以本增編的條文為準。
- 6.4 凱基亞洲可按其絕對酌情不時並於任何時間補充或修訂本增編的任何條款及條件而毋須向客戶發出任何事先通知或承擔任何責任。
- 6.5 本增編取代客戶與凱基亞洲之間就本增編標的事宜而以書面或口頭方式訂立的任何先前協議。
- 6.6 透過使用凱基亞洲「盛富」服務，客戶將被視為已同意受本增編所約束。
- 6.7 在本增編內所提供之資料有任何重大變化時，凱基亞洲承諾通知客戶有關變化。
- 6.8 客戶謹此確認其已收到及閱讀按照客戶所選擇的語言(英文或中文)提供的本增編，並且其完全明白及接受本增編所載之條款及條件。
- 6.9 並非本增編訂約一方之人士不具有香港法例第623章《合約(第三者權利)條款》項下之權利以執行本增編任何條款或享有其利益，惟並非本增編訂約一方之凱基亞洲之任何聯屬人士可依賴及執行本增編任何條款，而該等條款賦權或聲稱授予任何該等聯屬人士權利或利益。於任何時候撤銷或變更本增編均毋須取得並非本增編訂約一方的任何人士同意。
- 6.10 本增編受香港特別行政區法律管轄及按其解釋，故本增編的各訂約方謹此服從香港特別行政區法院的非專屬司法管轄權。
- 6.11 倘本增編的中英文版本存有歧義，概以英文版本為準。

附表(就證券提供意見的服務)

本附表適用於客戶已作出要求或被允許使用本增編第2.1(a)條提及的就證券提供意見的服務，而凱基亞洲已同意向其提供該服務之客戶。若本附表是如此適用，本附表構成本增編的不可分割之一部分。



1. 作為凱基亞洲「盛富」服務項下所提供的服務之一部分，凱基亞洲可根據及受限於本附表的條款及條件向客戶提供在本增編第2.1(a)條所指的就證券提供意見的服務。
2. 客戶同意並知悉以下所有內容：
 - (a) 考慮到客戶在凱基亞洲要求的風險取向分析問券（或其他類似文件）中所提供的資料（包括但不限於客戶的財務狀況、投資經驗、投資目標及風險承受能力）並經客戶簽署及確認，凱基亞洲可向客戶就證券提供意見的服務。凱基亞洲向客戶提供的該等服務僅屬客戶個人性質，並非是為了供客戶以外的任何其他個人或實體使用，而且客戶應將凱基亞洲在提供該等服務過程中向客戶提供的所有資料、文件及其他材料嚴格限作自用，而非作進一步用途或其他用途。
 - (b) 就投資任何相關產品或訂立任何相關協議而作出任何決定前，客戶有全面責任閱讀及理解有關凱基亞洲就證券提供意見的服務的所有產品手冊、資料、風險披露、要約文件及其他相關材料，並充分理解該等材料的一切相關內容。客戶進一步理解及同意，該等材料並非是為了供客戶以外的任何其他個人或實體使用，及客戶亦應將所有該等材料嚴格限作自用，而非作進一步用途或其他用途。
 - (c) 倘客戶向凱基亞洲提供的資料（包括但不限於客戶的姓名、地址或其他詳情、個人情況、資料及風險狀況）有任何變動，則客戶承諾通知凱基亞洲。
 - (d) 除了根據及受限於本附表的條款所提供的投資意見外，凱基亞洲並無向客戶提供任何法律、稅務或其他意見。在必要時，客戶應根據其特定的投資經驗、投資目標、財務狀況及任何其他相關情況，就任何投資產品對客戶的適合性諮詢獨立意見，以及確保客戶理解投資產品的性質及投資於該等產品相關的風險。
 - (e) 凱基亞洲、其聯屬人士及彼等各自的代表、高級職員、僱員及代理概不就客戶因其所作出的任何投資或訂立的任何交易（不論直接或間接）所產生或與之有關而蒙受或招致的任何損失、損害、法律程序、成本、費用或責任承擔任何責任，惟因彼等任何一方的任何嚴重疏忽或故意失責則除外。
 - (f) 客戶理解，在凱基亞洲及其聯屬人士遵守適用法律、規則及規例的前提下，凱基亞洲及其聯屬人士可不時收取並保留（在任何適用法律、規則或規例並無禁止的範圍內）由於或關於凱基亞洲曾向客戶給予投資意見的客戶投資有關之任何非金錢利益及現金或金錢性質回佣或其他利益，或向第三者提供該等非金錢利益及現金或金錢性質回佣或其他利益。客戶謹此同意凱基亞洲及其聯屬人士提供、收取及/或保留該等非金錢利益及現金或金錢性質回佣或其他利益。
3. 倘向客戶提供有關衍生產品的服務，則凱基亞洲應在客戶的要求下提供產品說明及有關該等產品的任何招股章程或其他發售文件。



4. 除非客戶屬於 (i) 《證券及期貨條例》附表 1 第 1 部第 1 條專業投資者之定義的任何 (a) 至 (i) 段項下之專業投資者；或 (ii) 香港法例第 571D 章《證券及期貨（專業投資者）規則》任何第 3 條 (a)、(c) 及 (d) 項下之專業投資者，而凱基亞洲合理滿意客戶就有關產品及/或市場符合守則第 15.3A(b) 段項下有關之標準及凱基亞洲已遵守守則第 15.3B 段外，假如凱基亞洲向客戶招攬銷售或建議任何金融產品（其涵義按《證券及期貨條例》所界定及指與凱基亞洲所進行的受規管活動有關的金融產品），該金融產品必須是凱基亞洲經考慮客戶的財務狀況、投資經驗及投資目標後而認為合理地適合客戶的。本增編的其他條文或任何其他凱基亞洲可能要求客戶簽署的文件以及凱基亞洲可能要求客戶作出的聲明概不會減損本第 4 條的效力。

由凱基證券亞洲有限公司發出。

抄送： 凱基投資理財有限公司

凱基證券亞洲有限公司獲證券及期貨事務監察委員會發牌，可進行《證券及期貨條例》項下第1類（證券交易）及第4類（就證券提供意見）受規管活動（中央編號: BKJ214），以及為香港聯交所的交易所參與者、香港聯交所的期權買賣交易所參與者、香港中央結算有限公司（香港結算）的直接結算參與者，及香港聯合交易所期權結算所有限公司（聯交所期權結算所）的直接結算參與者。凱基證券亞洲有限公司的註冊辦事處位於香港灣仔港灣道十八號中環廣場四十一樓。

(2309)