

帳戶申請表格及客戶協議書(「申請表格」)構成您與富達的合法協議。另外本條款與限制(「本條款」)概列您可如何透過富達購買、認購、贖回/賣出、轉換和轉讓或以其他方式處理基金的投資。除非與本條款衝突外,申請表格的條件及條款繼續適用。下列定義在本條款整體適用。

1. 定義

下列字詞及句子在本條款內具有右列的涵義:

適用法律一指由任何結算系統及/或交易所,及/或由政府機構、權力機關、交易所、市場、監管機構、自律監管機構或結算系統等(無論是否具有法律效力;以及無論是在香港境內或境外)不時頒佈的適用法律、規則、規例、章程、憲法、命令、指令、通知、通函、守則、慣例或訂明的合約條款。

富達—富達基金(香港)有限公司(中央編號AAG408)已領有牌照,經營第1類(證券交易)、第2類(期貨合約交易)、第4類(就證券提供意見)、第5類(就期貨合約提供意見)及第9類(提供資產管理)受《證券及期貨條例》監管業務。富達可能會在純屬附帶於基金分銷的情況下,不時向其客戶提供投資諮詢服務。

富達集團公司—富達的任何控股公司或附屬公司,或任何該控股公司的任何附屬公司或聯營公司。

基金—任何不時經富達分銷的基金。

基金銷售文件—任何基金的組成文件、說明書、認購章程或銷售文件(或同等文件)。

代名人服務—富達就文內所述基金所提供的代名人服務。

股份—基金的任何股份或單位。

第三者基金—任何不時經富達分銷及由非富達或富達集團公司管理的基金。

您—根據本條款與富達進行業務往來的個人或公司。「您」一詞包括您的個人或授權代表。

2. 申請與付款

(a) 購買/認購基金投資的首次申請必須以書面申請表格提出,並須提交任何規定的文件。若您的個人資料或狀況及就本條款向富達提供的任何其他資料出現重大的轉變,您同意從速通知富達。

(b) 如欲進一步認購/購買、贖回/賣出或轉換任何基金的股份,投資者可通過電話、傳真、互聯網或郵遞方式提交有關指示。如欲轉讓任何基金的股份,則須透過指定表格或以富達不時訂明的其他方式作出指示。富達獲授權根據由您的代表或您本人或當時已通知富達的獲授權處理您帳戶的人士發出或看來是由該等人士發出的指示行事。富達無責任認證任何有關指示或核證發出指示的人士的身份。

富達有權依賴及根據富達真誠地相信為真確的該等指示行事,並對您因此而引致的任何損失恕不負責。

然而,若富達決定認證任何指示,而富達有理由懷疑該等指示的真確性或發出指示的人士的授權,富達擁有絕對酌情權,決定拒絕根據任何有關指示行事,而您若因延遲或未能傳輸或執行任何認購/購買、轉換、贖回/賣出或以其他方式處理任何基金的任何股份的指示或與之有關而蒙受或招致任何損失、損害賠償、費用或開支,富達概不負責。

富達在任何時間均可酌情處理您以電話或傳真或互聯網提交指示的權利。富達可隨時撤銷有關的權利,而毋須預先通知。然而,若富達接受此等電話、圖文傳真或互聯網發出的指示,富達有權依照及執行其真實地信任屬真確的指示。對於可能因此引致的任何損失,富達概不負責。

(c) 本條款將由富達接納您的申請表格起生效,一般為富達收到申請表格之日,而富達有絕對權利決定是否接納任何申請表格。本條款將適用於您在富達開設的帳戶,以及該帳戶下的每宗及所有交易。

(d) 在您已有現存帳戶或帳戶已開立的狀況下,若您的有效及完整指示(連同全部所需資料和文件)在富達規定的有關基金的交易截止時間之前由富達收妥,您的指示一般將在富達收到您有關基金的指示當日執行。若您的指示在交易截止時間之後才由富達收妥,一般將會順延至有關基金的下一個交易日才根據基金銷售文件的規定執行。富達保留不接納任何指示的權利(可包括任何轉換交易)。您必須指明基金選擇,以便富達處理您的指示。

(e) 您同意在使用文內所述富達的服務時,您的認購或贖回款項一般以電匯方式,或以富達可不時接受或釐定的其他付款方式支付或收取。富達不會接受以現金付款。您進一步同意負責發出和完成有關上述電匯的指示,而若未能履行這項責任,您將不會令富達及富達集團公司承擔任何責任。就認購/購買而言,富達將在收到電匯單副本後才處理指示,並保留因未能在富達不時訂明的時間內收到已過戶款項而拒絕或延遲處理任何指示的權利。您進一步同意,若因富達的疏忽而招致與電匯有關的損失,富達的責任以錯配或使用不當的資金金額為限,而您不得追索任何其他性質的其他損害賠償,包括相應的損害賠償。

(f) 經富達認購/購買基金的投資者如須更改地址及銀行帳戶資料,必須通過傳真或郵寄方式或透過互聯網作出書面指示。

(g) 您同意在使用富達的服務時,您付予富達的款項可能會傳遞給海外的富達集團公司作某些用途,包括但不限於結算和外匯。當需要外匯交易來處理您的指示時,您授權富達及其他富達集團公司就所接獲或為您所持資金進行換算,所有換算成本和費用由您承擔,而您特別確認並同意,富達或其他富達集團公司將擁有酌情權去決定適用的匯率,及該等交易可能會被合併,並會由或透過富達或其他富達集團公司進行,從而富達或其他富達集團公司可能按公平原則下獲得利益。

(h) 已授權富達採取其認為有利富達為您提供服務的措施,包括有權預扣及/或支付任何應付或與股份有關的稅項或稅款,而毋須承擔任何相關責任;以及根據適用法律,或按要求向任何富達集團公司、任何第三者服務供應商或富達、富達集團公司及基金的代理(或其代表)披露有關您(包括您的獲授權人士及受益人)或任何股份或任何相關交易的資料。

(i) 您同意按照富達不時訂明的方式和步驟,在指定時間內向富達提供所需的資訊、資料和文件,以便富達或任何富達集團公司能夠執行指示、履行文內所述服務及/或遵守任何股份的任何文件、適用法律和市場慣例的規定。

3. 最低認購額

對基金作出的最低首次投資額及任何額外的整筆投資指示,均載於基金銷售文件。對任何第三者基金作出的最低首次投資額及任何額外的整筆投資指示,均由富達不時訂明。

4. 投資的產權及登記

(a) 若您認購/購買基金的投資,您的投資將以富達代名人(可能是富達集團公司)的名義、聯名以該代名人及您的名義或您的名義登記。富達或任何富達集團公司不會實益地持有您對基金作出的任何投資。

(b) 您將不獲發股份證書。您將獲發認購/購買(或出售)投資的確認書。

(c) 富達不得出借投資或所有權文件予任何第三者,以及不得以投資或該等文件作為借款抵押。

(d) 聯名持有人在聯名帳戶內的所有投資應被視為聯權共有。每位聯名持有人授權富達,若任何一聯名持有人去世,聯名帳戶內的投資將按尚存者指示管有,並同意(代表他/她及他/她的繼承人,代表和繼任者)就富達及任何富達集團公司按此而可能引致的任何及全部責任,對富達及任何富達集團公司作出彌償。

4A. 代名人服務

(a) 若您透過富達投資於第三者基金,本第4A條的條款將適用。

(b) 就您透過富達購買或認購的第三者基金股份而言,您在此同意並授權富達以富達的名義或以富達的代名人、其他銀行或金融機構、或代名人公司(各自稱為「代名人」)的名義登記及持有該等股份,而富達擁有全權及絕對酌情權,可不时提名任何該代名人(無論是否與富達有關聯)。您進一步同意並授權代名人處理這些股份,以及行使其權利和權益,惟須符合該代名人慣常的條款與限制及/或富達可能不時訂明的其他條款與限制。

(c) 您授權富達在提供代名人服務時,可代表您向第三者基金的受託人、註冊處、過戶代理、保管人、行政服務代理及任何其他服務供應商作出指示,以執行您在第三者基金的股份轉自/轉往任何代名人,或在任何代名人之間轉讓。

(d) 您同意富達有權指示代名人更改當時以代名人名義為您持有的任何第三者基金股份的登記,改為直接以您的名義登記該等股份。如任何指示涉及由代名人為您接收或持有的任何第三者基金股份,您同意並授權富達可代表您向代名人作出有關指示,而代名人可根據富達代表您所作出的該等指示而行事。

(e) 您同意並授權代名人根據您的指示或根據本條款或適用法律,轉讓、贖回/賣出、轉換或以其他方式處理以代名人名義登記的任何第三者基金股份,以及採取代名人認為適當的行動,以執行轉讓、贖回/出售、轉換或交易。您同意受代名人(以您的代名人身份或以代表您作為第三者基金股份的註冊持有人身份)與第三者基金(或其代表)就代名人為您接收或持有的第三者基金股份而訂立的任何協議的條款與限制,或基金銷售文件或其他相關文件所載與股份有關的其他條款與限制所約束,並作出基金銷售文件中有關第三者基金投資者及持有人的相關聲明、保證和承諾。

(f) 您同意第三者基金的任何股份認購/購買、轉讓、贖回/出售、轉換或交易(「交易」),須受基金銷售文件不時所載,或第三者基金服務供應商不時訂明適用於第三者基金的直接股份持有人的相同條款和要求(包括股份交易的任何限制)所規限。在某些情況下,您持有的第三者基金單位可被上調或下調至兩個小數位或更小。任何小數位之調整可能導致您的持股量出現微小而不能補償的損失(通常小於相關持股單位的0.01單位)。此外,您同意任何該等股份交易可能須受富達不時全權及絕對酌情決定的其他條款和要求及收費所規限。

(g) 若您有意進行任何交易,則須按照富達不時規定或訂明的方式,在指定時間內向富達作出有效的指示及提供其他資料和文件。

(h) 代名人在履行其代名職能時有權採取下列行動,其中包括但不限於:

(i) 作出代名人認為適當的安排,目的是妥善保管第三者基金的股份。尤其是,您同意在適用法律允許的範圍內,代名人可匯集處理為您及為其他人士所持有的股份,而代名人可能不會以獨立證書或其他實物文件或等同方式獨立區分哪些股份屬於或應歸屬於您或您的帳戶。代名人可酌情決定保留任何紀錄和文件,以顯示您在有關混合匯集股份內的實益享有權;

(ii) (在代名人實際知悉的情況下)提交被催繳、贖回或成為應付款項的第三者基金股份,及按文內所述條款為您持有的所有收益(於催繳付款時提交),以及代名人為您持有並已實際獲獲的款項作支付之用;

(iii) 根據本條款的規定,為您接收和收取並持有與第三者基金股份相關的利息、股息或其他付款或收益分派;

(iv) 若第三者基金股份以超過一種貨幣付款,在適用法律允許的範圍內,代名人可全權及絕對酌情決定以何種貨幣收取款項;

(v) 把任何第三者基金股份的臨時收據或臨時證券轉換為確實證券;

(vi) 可扣除您的任何帳戶結餘以進行付款或交收,從而執行您的任何指示,或清算應付予富達或任何其他代名人的金額;

(vii) 可從您應付或應收的任何付款,或從應轉往或轉自您的任何帳戶的任何付款中預扣或扣減任何根據適用法律須預扣或扣減的金額。您確認富達、富達集團公司及代名人必須為您代墊任何預扣或扣減金額,亦毋須承擔任何相關責任;及

(viii) 採取所需行動以遵守適用法律。

(i) 儘管文內有任何其他條文規定,若代名人在未有接獲指示的情況下認為必需採取行動以保障您的利益,該代名人可以但並無責任採取有關行動,並可處理為您持有的任何資金、股份或其他資產,以及就此行使其他權利。

(j) 儘管有上述任何條文規定,在適用法律允許的範圍內,代名人並無任何義務在任何市場就其為您持有的第三者基金股份收取或接收任何付款、分配或其他事項,或採取任何其他行動。您確認根據適用法律或在代名人釐定的其他情況下,代名人可能難以、不切實可行或不獲允許行使與第三者基金股份有關的任何權利或權益,或參與任何行動、交易或其他事項。在適用法律允許的範圍內,代名人有權全權及絕對酌情決定拒絕接受您就上述事項作出的指示。即使代名人作出上述任何收取或接收、採取任何有關行動,或向您發出任何有關通知,或根據本文所述任何有關通知而採取任何行動,代名人、富達或任何富達集團公司均毋須就任何不準確或延誤負責,亦無任何義務繼續或重複任何有關行動。

- (k) 您同意並確認自行承擔把第三者基金股份存放於代名人的風險。若股份遭收購、徵用、沒收或充公，或若第三者基金在調返資金、轉讓或分配（或清盤所變現的任何資金）方面存在任何限制，或若股份出現任何損壞、損失或減值，代名人、富達或任何富達集團公司概不負責。
- (l) 若您違反或未能遵守本條款中的任何條文規定，或提供代名人服務將會違反任何適用法律，或您就第三者基金開設的帳戶因其他理由而被終止，富達可即時終止代名人服務。當您在富達開設的帳戶被終止或富達終止提供文內所述第三者基金的相關服務時，富達將視為接獲您的指示，可酌情決定：
- i) 在終止代名人服務的生效日期贖回或以其他方式處理當時由代名人為您帳戶持有的任何第三者基金股份，或若該日並非交易日或基金銷售文件所述的最後交易時間已經結束，則於下一個交易日進行（「生效日期」），而所得的有關贖回或交易收益（在清算任何應付予富達或任何富達集團公司的任何未償還債務、費用及開支後）將會匯寄給您及／或用作清算由您、富達或任何代名人引致的任何債務；
 - ii) 在生效日期把當時由代名人為您帳戶持有的任何第三者基金股份直接轉讓至您名下（如適用）；及
 - iii) 取消任何尚未執行的交易。
- (m) 即使有任何相反規定，您須就代名人為您帳戶持有任何第三者基金股份而引致的任何稅務承擔責任，除非引致任何有關稅務的唯一原因是代名人以其本身的名義持有該等股份，而以您的名義持有相關股份則不會引致該稅務。
- (n) 您同意富達可全權酌情決定保留由富達或代名人為您持有的任何款項所累計的全部利息，或按富達可全權及絕對酌情釐定的比率（以累計方式記入您的帳戶或由富達決定的其他方式）向您支付有關金額的利息。
- (o) 您授權富達處置或由任何代名人提出處置要求，把為您持有的任何第三者基金股份用作清算您或代表您對富達、富達集團公司、任何代名人或任何第三者欠付的任何債務。

5. 收益

- (a) 根據發行投資的條款及規則，投資的收益將再作投資，並只有在您特定提出書面要求的情況下才會付予您，而在任何情況下，少於50美元或其他貨幣等值的收益一律再作投資。若您欲取消以往有關收取收益的選擇，您必須以書面通知富達。
- (b) 您確認此類再投資交易將取決於富達與第三者基金之間協議的處理安排。富達會盡快完成該交易，不過，此類交易的執行可能與第三者基金的基金銷售文件規定的時限不一致。

6. 報告及表決

- (a) 根據適用法律的規定，富達及代名人並無責任或義務行使為您認購／購買或接收／持有的投資所附帶的表決權或其他選舉權利，但您按照富達不時訂明的方式和時間預先給予書面指示則除外，並只會按照富達與您協議的條款、條件、彌償、費用及收費行使有關的權利。
- (b) 若無上述指示及協議，富達及代名人有權但無義務行使投資的表決權或其他選舉權利。在這個情況下，您同意富達及代名人可獲豁免通知及交付任何代表委任書或發給您的其他文件之責任和義務，但適用法律另有規定者，不在此限。

7. 轉換／轉讓投資及贖回／賣出

您可指示富達出售或轉讓投資，或出售投資並把所得款項再投資於其他投資項目。交易須符合有關投資的條款與限制，而富達將在收到您的指示後，在可行情況下盡早執行交易。

8. 聲明及保證

您在此聲明並保證：

- (a) 除非另行通知富達，否則您將為透過富達認購／購買所有股份的受益人；
- (b) 您已經收到，仔細閱讀及了解基金銷售文件，並據此認購或購買股份；
- (c) 您作出基金申請人、投資者或持有人須作出的所有聲明、保證及承諾（無論是向基金、其基金經理或其他代表，或任何其他相關監管機構或人員作出），包括但不限於基金銷售文件所要求作出的聲明、保證及承諾；
- (d) 盡您所知及所信，申請表格內所提供並與申請表格有關的所有資料均為真實、完整和準確；
- (e) 您對申請表格及本條款內作出的聲明承擔全部責任。富達、富達集團公司及代名人基於您的聲明而代表您進行任何交易或投資所引致的任何損失，富達、富達集團公司及代名人概不負責；
- (f) 您並無受到任何適用法律禁止或限制認購／購買、持有、贖回／賣出、轉換、轉讓任何股份或訂立任何有關股份的交易；及
- (g) 您遵守所有適用法律，包括取得訂立任何股份交易所需的任何同意書。

您聲明您已遵守並將繼續遵守所有適用法律，而本聲明及保證將視作在您每次認購／購買、贖回／賣出、轉換、轉讓任何股份或訂立任何有關股份的交易時重複作出。

9. 法律責任

- (a) 您同意就FIL因您的投資而招致的所有法律責任，對FIL作出彌償，但直接因FIL的疏忽、明知的失責行為或違反本條款而引致的法律責任除外。FIL對任何間接或相應損失或因投資的價值下跌而導致的損失概不負責。
- (b) FIL在收到已過戶款項之前，不會承擔任何投資責任，也不會對因支付或轉賬款項予FIL而導致的任何損失或延誤負責。若FIL未能在接納您的指示（不論付款方式）後七日內收到已過戶的款項，FIL有權取消任何認購／購買投資的交易，而您同意按照上述第(a)段就FIL招致的任何法律責任，以至發行／銷售與變現／買入價格之間的任何差異，以及相關的費用和開支，對FIL作出彌償。
- (c) FIL與第三者基金服務供應商嚴格禁止頻繁交易及市場選時交易，以保障基金整體權益。於短期內或過度買賣基金，可能會擾亂投資組合管理的策略及增加開支，而對表現造成負面影響。除其他可作考慮的原因之外，FIL可能會檢視該帳戶持有一期少於90天的過往交易紀錄，以作評估，並FIL一般會視投資持有期短於30天為頻繁交易。您明白並同意如您因從事或涉嫌從事過度交易或市場選時，違反適用法律或有關基金服務供應商於基金銷售文件中所列載的政策，將可能會涉及額外的費用，及FIL保留權利拒絕接受該帳戶的申請或認購／購買指示或轉換／轉讓股份及／或終止該帳戶，特別是一些被視為擾亂性的交易，尤其是被認為他們已建立於短期內或過度買賣的模式，或其買賣已經或可能擾亂基金的市場投機人士或投資者。有關各基金對於頻繁交易和市場選時政策的資料，請參閱各基金銷售文件。

- (d) 若富達向您招攬銷售或建議任何金融產品，該金融產品必須是富達經考慮您的財政狀況、投資經驗及投資目標後認為合理地適合您的產品。申請表格的其他條文、本條款或富達可能要求您簽署的任何其他文件及富達可能要求您作出的任何聲明概不會減損此條款的效力。就此條款而言，「金融產品」指《證券及期貨條例》所界定的任何證券或期貨合約。

- (e) 就本條款而言，有關FIL的提述包括任何代名人、富達及富達集團公司。

10. 離岸服務

您確認並同意並非所有基金均可在香港以外地方供投資。任何證券發售可能並未和不會根據有關證券法律和規則，向有關監管機構註冊，因此可能不得在香港以外地方出售或公開發售。參與有關推廣的富達及任何富達集團公司可能並未在香港以外地方領有牌照、獲得授權或進行登記註冊。任何股份的發行須根據基金銷售文件在香港收到有效的認購申請後才生效。

11. 收費

基金交易的費用及開支詳載於有關基金的基金銷售文件。此外，就富達、富達集團公司及代名人代您支付有關您的投資之費用、收費及開支(包括但不限於銀行費用及收費)，您將付還富達、富達集團公司及代名人該等費用。

12. 佣金、服務佣金和其他款項及利益衝突

- (a) 除您須支付的上述費用外，富達可不時(在任何適用法律不禁止的範圍內)收取和保留金錢及非金錢利益，包括佣金、服務佣金，以及有關您對基金作出投資和富達根據本條款提供服務而徵收的其他款項。您同意富達收取和保留該等佣金、服務佣金及／或其他款項。富達收取或保留該等佣金、服務佣金及／或其他款項，不得解釋為富達違反可能對您負有的誠信責任或衡平法上的責任。
- (b) 富達及富達集團公司可就本身的帳戶或其他客戶的帳戶交易股份。
- (c) 在執行指示時，任何富達集團公司可能會以主事人身份與您進行交易，並可能會進行任何富達集團公司直接或間接擁有重大利益或與您存有潛在利益衝突的其他交易。
- (d) 富達已獲授權與任何富達集團公司進行任何交易，而富達可能於任何交易存在利益，並毋須有關交易帶來的任何利潤或利益向您負責。
- (e) 富達或任何富達集團公司可能與任何基金的基金經理、分銷商或發行機構具有銀行或其他財務關係。
- (f) 除非另有註明，否則在根據本條款為您提供服務時，富達將以您的代理而非主事人身份代表您進行任何交易。

13. 通訊

通訊將會寄往富達檔案上記錄的帳戶持有人或聯名帳戶的第一持有人之通訊地址，或您其後書面通知的其他地址。若帳戶持有人或聯名帳戶的第一持有人去世，任何有關通訊將會寄往富達檔案上記錄的第二持有人之通訊地址，如此類推。所有通訊不論以郵遞、傳真、派遞或其他方式送出，不論您是否確實收到，即當作已給予您本人。您保證現時富達檔案上記錄的地址為您本人收取通訊的地址。記入您帳戶的交易將根據適用法律的規定，向您以書面確認。此外，富達將為您定期提供結單，詳述您帳戶的活動。倘富達發出該成交單據或結單後三十(30)日內，並未收到您的書面反對，則該合約即為已經確認，並對您具約束力。該通知必須由您以傳真或信件的方式送交服務帳戶的當地富達辦事處的客戶服務經理。如未能按上述方式通知富達，您將不能在其後的日子指出有關交易為未經授權。

14. 收集個人資料聲明

根據個人資料（私隱）條例（「私隱條例」），本公司就您與富達或任何富達集團公司（「FIL」）不時進行交易及向FIL提供數據或資料，向您提供以下資訊。請注意，本聲明取代可能曾向您提供的任何同類性質的通知或聲明。FIL將按照私隱條例的規定，竭力保存您的個人資料，並將採取一切合理步驟，確保您的個人資料妥善保存，不被非法使用、遺失、披露及損毀。

- (a) 客戶及其他人士（「資料當事人」）在設立或延續帳戶時，或在FIL向客戶及其他人士提供服務時，必須不時向FIL提供有關資料。所收集的資料類別可能包括但不限於姓名、聯絡資料(包括住址、通訊地址、長期居住地址（如適用）、聯絡／流動電話號碼、電郵地址)、職業、出生地點（市鎮/城市及地區/國家）、國籍、身份證、護照號碼、社會保障或國家保險編號、稅籍國/司法管轄區、稅務編號及財政狀況詳情。
- (b) 儘管資料當事人一般並無責任提供個人資料，但若未能向FIL提供該等資料，可能會導致FIL無法開設帳戶，或繼續向客戶及其他人士提供服務，或未能遵守任何適用法律。
- (c) 在資料當事人與FIL的持續正常業務往來中(例如當資料當事人開設帳戶、簽發支票、轉調資金、進行交易、出席講座／活動，或與FIL的一般口頭或書面通訊)，FIL將不時收集或收取與資料當事人有關的資料。
- (d) 資料當事人之資料的用途將會視乎其與FIL的關係性質有所不同，其中包括下列任何或所有的用途：
 - (i) 處理在FIL開設帳戶及／或由FIL提供的其他金融服務（包括代名人服務）的申請程序；
 - (ii) 促使及／或確保為資料當事人提供的服務維持日常運作；
 - (iii) 研究、設計和推出金融、投資、財富管理、證券、退休、保險及代名人服務或相關產品及服務，以供資料當事人使用；
 - (iv) 宣傳和推廣不同的服務及產品（您可拒收推廣資料）（詳情請參閱下文（e）段）；
 - (v) 按資料當事人的要求／報名登記，提供提示服務、通訊、單張、投資者通訊及投資教育資料；
 - (vi) 規劃及籌備金融、投資講座／活動／論壇；
 - (vii) 設計及進行問卷調查／統計分析，以作客戶檔案分析／分類之用；改善及擴大FIL提供的服務；
 - (viii) 根據不時適用於FIL或任何資料承轉人（定義見下文）在香港或海外的任何適用法律(包括當地及海外稅務機關)，履行資料披露、報告、合規及任何其他法律及監管規定（包括但不限於稅務匯報）；

- (ix) 遵守香港境內或境外任何對FIL或資料承轉人員約束力或適用的現存及未來適用法律，以及基於FIL或資料承轉人位於或跟相關當地或海外法律、監管、政府、稅務、執法或其他機關所屬司法管轄區有關的金融、商業或業務活動，而向該等當地或海外法律、監管、政府、稅務、執法或其他機關承擔或委予的任何現有或未來的合約或其他義務或規定，包括但不限於：
- (1) 遵守根據不時經修訂或補充的《1986年美國稅務守則》副標題A第4章的相關安排(「FATCA」)而對FIL或資料承轉人在香港或海外具約束力的義務；或
- (2) 確立您是否一名美國公民、美國聯邦所得稅法所指的美國居民，或須繳納美國稅務的其他人士；及/或就FATCA目的而言，證明您的帳戶是否美國帳戶。
- (x) 與行政管理FIL、第三者產品發行機構所提供的產品或資料當事人參與行政管理有關的任何用途；
- (xi) 使有意購買FIL全部或任何部份業務或股份的買家可評估有關購買交易；及
- (xii) 與上述各項直接相關或附帶的用途，包括諮詢專業意見。

(e) 在直接促銷中使用資料

FIL擬把資料當事人的資料用於直接促銷，而FIL須為該用途取得資料當事人的同意(包括表示不反對)。就此而言，請注意：

- (i) FIL可能把不時持有的資料當事人姓名、聯絡詳情(包括住址、通訊地址、永久地址(如適用)、聯絡電話/流動電話號碼、電郵地址)、產品及服務組合資料、交易模式和行為、財務背景、網上行為及人口統計數據等資料，用於直接促銷；
- (ii) 在直接促銷中可能會推廣下列類別的服務、產品及項目：
- (1) 金融、投資、財富管理、證券、退休、保險、代名人及相關服務和產品；
- (2) 獎勵、長期客戶或尊享優惠計劃、推廣優惠和相關服務；及
- (3) 邀請出席金融及投資講座/活動/論壇。
- (f) FIL將按適用法律規定或其他為達成上述(d)段列出的任何用途所需的時期，儲存收集所得資料。
- (g) FIL將對其所持有資料當事人的資料保密，但FIL可能會把該等資料提供予下述的香港或海外各方作上述(d)段列出的用途(「資料承轉人」)：
- (i) FIL的最終控股公司、其附屬公司、代表辦事處及/或FIL的聯營公司；
- (ii) FIL或基金的服務供應商，包括各項產品的發行機構、受託人、註冊處、過戶代理、保管人、行政服務代理、代名人、股份分銷商、證券與投資服務供應商、核數師，以及法律顧問；
- (iii) 就FIL的業務營運為FIL提供行政、研究、設計、推出、數據儲存、電訊、軟件開發及應用程式、印刷、郵件處理、郵遞、電腦、付款、證券結算和交收或其他服務的任何代理、承包商、雲端服務供應商或第三者服務供應商；
- (iv) FIL的中介商(包括第三者金融機構，例如銀行、獨立財務顧問、保險公司)、第三者產品發行機構、分銷商、可能處理或辦理提供予/來自資料當事人的付款的往來銀行及/或其各自的服務供應商；
- (v) FIL的僱員、高級行政人員、董事及代理；
- (vi) 任何合適的監管機構/組織、政府機構/組織、市場公認的行業組織，例如期貨交易所、財政與貨幣機關、證券協會、信貸資料庫、證券交易所及任何司法管轄區(不論在香港境內或境外)的稅務機關，包括但不限於美國國家稅務局，以符合(舉例說)FATCA的規定；
- (vii) 在不限於上述(vi)段的一般性的原則下，根據對FIL具約束力的適用法律或自願性安排，FIL有義務向其披露資料的各方；
- (viii) FIL為第(e)段所述的目的而委聘的外部服務供應商(包括但不限於印刷公司、郵務公司、電訊公司、公關公司、廣告代理機構、電話推銷公司、數據處理及數據儲存公司、儲存公司、客戶熱線中心、市場研究公司及資訊科技公司)。

請注意，在香港以外的任何司法管轄區儲存或處理個人資料可能亦須提供予該司法管轄區的執法機構、國家安全及其他政府部門，而且或許未能享獲與香港同等的保障。

(h) 根據上述條例，任何人士均有權：

- (i) 查核FIL是否持有其資料及查閱該等資料；
- (ii) 要求FIL更正任何有關該名人士的不準確資料；
- (iii) 確定FIL有關資料的政策和慣例，以及獲告知FIL所持個人資料的類別；
- (iv) 拒絕其個人資料被用作市場推廣用途，而FIL在接獲該名人士的拒絕通知後，不得使用其個人資料作市場推廣用途。
- (i) 根據上述條例的條款，FIL有權就處理任何查閱資料的要求徵收合理費用。
- (j) 若您反對個人資料被用作直接促銷，可通知FIL行使選擇權拒收推廣資料。任何關於拒收、查閱或更正資料，或索取關於政策與慣例的資料或所持資料類別的要求，應向下列人士提出：

香港金鐘道88號
太古廣場二座21樓
富達基金(香港)有限公司
資料保護主任

- (k) 本聲明一概不會限制資料當事人在個人資料(私隱)條例下所享有的權利。若本申請表格的收集個人資料聲明與基金銷售文件出現任何歧異，應以本申請表格的收集個人資料聲明為準。

15. 風險披露聲明

- (a) 基金價格有時可能會非常波動。基金價格可升可跌，甚至變成毫無價值。買賣基金未必一定能夠賺取利潤，反而可能會招致損失。
- (b) 由於交易可能於海外進行交收，富達或其聯營公司接收或持有之客戶資產，受制於有關海外司法管轄區之適用法律及規例，而或會與香港證券及期貨條例及據此頒佈之規則有所不同。故此，該等客戶資產未必可以享有於香港接收或持有之客戶資產獲賦予之相同保障。

- (c) 假如您向富達提供授權書，允許代存郵件或將郵件轉交予第三方，那麼您便須盡速親身收取所有關於您帳戶的成交單據及結單，並加以詳細閱讀，以確保可及時偵察到任何差異或錯誤。

16. 轉讓與轉授

- (a) 您同意富達把本條款的全部或任何利益和義務轉讓予任何合適的富達集團公司。您將獲通知有關轉讓。
- (b) 富達可委任任何人士(不論是否富達集團公司)擔任顧問或根據本條款及第14條執行任何職能或職責，並可向該等人士提供有關您及您的投資之資料。

17. 修訂

- (a) 富達可以郵寄、電郵或透過富達的網頁等方式向您發出書面通知，以修訂本協議的條款。若本條款所載資料出現重大轉變，富達可隨時向您再刊發本條款的全部或部份條文。經修訂的條款將由富達再刊發之日起生效或以通知書上列明的生效日期，以後者為準。此外，您可隨時免費向富達索取最新的條款與限制。

- (b) 如中文譯本與英文本在文義上出現分歧，概以英文本為準。

18. 法律

本條款將受香港法律管限，並按香港法律闡釋。您與富達均受香港法院的獨有管轄權所管轄，以解決因本條款而引起的任何爭議。

19. 第三者權利

除非本條款另有明文相反規定，否則除了您、富達、任何富達集團公司或代名人以外，並無其他人士有權根據《合約(第三者權利)條例》執行本條款的任何條文或享有本條款的任何條文下的利益，惟上述除外人士或其允許的繼承人或受讓人則不在此限。儘管有本條款的任何條文規定，本條款可隨時撤銷或更改而毋須獲得任何非本條款立約方的人士同意。

富達SmartFund帳戶附加條款與限制 (不適用於新開帳戶)

1. 定義

除非列明，下列以大寫書寫的字詞及句子與基金帳戶條款與限制內的定義具有相同的涵義。

2. 一般事項

富達SmartFund帳戶(「SmartFund」)乃受基金帳戶條款與限制約束的富達互惠基金帳戶；該條款與限制必須與以下SmartFund條款與限制一併閱讀。

3. 帳戶月費

- (a) 以SmartFund認購或轉換基金，有關的認購費或轉換費可獲豁免。您仍須繳付包括但不限於管理費、贖回費及表現費等於個別基金銷售文件中列明的其他費用。對基金作出的最低首次投資額及任何額外的整筆投資指示，均載於基金銷售文件。
- (b) 帳戶月費會於SmartFund首次錄得基金結存(每一「有關基金」)的當日開始計算。
- (c) 帳戶月費是以同一個SmartFund內的有關基金於收費期內的每日平均結餘額及相對每資產類別存的分層收費率作計算。分層收費模式及計算方法詳列於SmartFund傳單及富達網站。帳戶月費是以美元計算；並以計算當日的主要兌換率換算成的港元等值收費。富達有權不時就任何有關Smartfund釐訂收費，於任何更改收費的生效日期前30天，以富達認為是合理的途徑向下向客戶發出通知。如您於該生效日期以後仍繼續使用SmartFund，該收費應對您具有約束力。
- (d) 帳戶月費一般是以整月於每曆月的第十五個曆日(或順延至下一個營業日)徵收。若由首次錄得基金結存的當天開始計算的月份並非一個整月，該月的帳戶月費將於下一個月收取。您可從月結單內查閱您SmartFund的帳戶月費詳情。
- (e) 帳戶月費會從您於開立SmartFund時所指定的直接授權帳戶中扣除。如您欲更改指定直接授權帳戶，富達須在該月份的最後一個工作天的最少六個星期前收到您的指示，以便帳戶月費可由該月份起從新直接授權帳戶中扣除。
- (f) 您必須確保在您指定的銀行帳戶內存有足夠的金額以支付帳戶月費。當帳戶月費(或任何餘額)未能成功從您指定的銀行帳戶內成功收取，該未付款項將累積及留在下一期再扣除。若帳戶月費(或任何餘額)連續三個月未能成功收取，您同意及現授權富達從您的SmartFund內最高持有量的基金(以等值)扣除該未付款項。

4. 取消帳戶

- (a) 當取消SmartFund時，任何已累計但未徵收的帳戶月費會於所有投資持股均被贖回或轉移及該帳戶變成功取消後的下一個曆月內從您的指定直接授權帳戶中扣除。
- (b) SmartFund內的所有資產均不可轉移至其他類型的富達基金帳戶。除非在特殊的情況，經由富達在絕對酌情下豁免該限制，以從SmartFund已轉移至其他基金帳戶的有關基金股份中按主要市場估值之最高1%收取轉移費。

Account Application Form & Client Agreement (the "Application Form") forms a legal agreement between you and Fidelity. In addition, these Terms and Conditions ("these Terms") set out how you can subscribe/purchase, redeem/sell, switch and transfer or otherwise deal with investments in a Fund through Fidelity. Save as where inconsistent with these Terms, the terms and conditions of the Application Form continue to apply. The definitions below apply throughout these Terms.

1. Definitions

The following words and expressions, when used in these Terms, have the meanings set out opposite them:

Applicable Laws - means applicable laws, rules, regulations, by-laws, constitution, orders, directives, notices, circulars, codes, customs, contractual terms prescribed by any clearance systems and/or exchanges and usages (whether of government bodies, authorities, exchanges, markets, regulators, self regulating bodies or clearing systems, whether or not having the force of law, and whether in or outside Hong Kong) as may be promulgated from time to time.

Fidelity - FIL Investment Management (Hong Kong) Limited (CE No AAG408) which is licensed for, Type 1 (Dealing in Securities), Type 2 (Dealing in Futures Contracts), Type 4 (Advising on Securities), Type 5 (Advising on Futures Contracts) and Type 9 (Asset Management) regulated activities under the Securities and Futures Ordinance. It may provide investment advisory services to its clients that are purely incidental to the distribution of funds from time to time.

Fidelity Group Company - any holding company or subsidiary of Fidelity or any subsidiary or associate company of any such holding company.

Fund - any fund distributed by Fidelity from time to time.

Fund Offering Documents - constitutional documents, explanatory memorandum, prospectus or offering document (or equivalent) of any Fund.

Nominee Services - the nominee services provided by Fidelity in respect of Funds hereunder.

Shares - any shares or units in a Fund.

Third Party Funds - any funds distributed by Fidelity and not managed by Fidelity or Fidelity Group Company from time to time.

You - an individual or corporation who does business with Fidelity under these Terms. The term "You" includes your personal or authorised representatives.

2. Application and Payment

(a) An initial application to purchase/subscribe investments in a Fund must be made on a hard copy Application Form accompanied by any required documentation. You and Fidelity undertake to each other to promptly notify the other in the event of any material change to the information provided in the Application Form.

(b) Further subscription/purchase, redemption/sale or switching of Shares in any of the Funds may be given by telephone or facsimile or internet or by post. In respect of transfers of Shares in any of the Funds, instructions shall be given in prescribed form or in such manner as Fidelity may prescribe from time to time. Fidelity is authorised to act on any instructions given or purportedly given on your behalf, by you or by the person(s) for the time being authorised to operate your account as notified to Fidelity. Fidelity does not have any obligation to authenticate any such instructions or verify the identity of any person giving such instructions.

Fidelity shall be entitled to rely and act on any such instructions which Fidelity in good faith believes to be genuine, and shall not be responsible for any loss which you may incur as a result.

However, if Fidelity decides to authenticate any instructions, Fidelity has absolute discretion to refuse to act upon any such instructions if it has any reason to doubt the authenticity of such instructions or the authority of the person giving the instructions and Fidelity will not be responsible to you for any losses, damages, costs or expenses that you may suffer or incur arising from or in connection with any delay or failure in transmitting or effecting any orders to subscribe/purchase, switch, transfer, redeem/sell or otherwise deal with any Shares in any of the Funds.

Your right to give phone or fax or internet instructions shall at all times be subject to the discretion of Fidelity. Fidelity may at any time revoke such right without prior notice. However, if Fidelity accepts such phone or fax or internet instructions, Fidelity shall be entitled to rely and act on any such instructions which Fidelity in good faith believes to be genuine and shall not be responsible for any loss which the investor may incur as a result.

(c) These Terms will come into force when your Application Form is accepted by Fidelity, which will normally be on the day of receipt by Fidelity, and Fidelity shall have the absolute right to decide whether or not to accept any Application Form. These Terms shall apply to your account with Fidelity and each and every transaction under that account.

(d) Subject to the opening/existence of an account, your instructions will generally be executed on the day of receipt by Fidelity of your instruction in respect of a Fund if your valid and complete instruction (together with all required information and documents) is received by Fidelity before the dealing cut off times for the relevant Fund as required by Fidelity. If your instruction is received after this dealing cut off time, execution will be done usually on the next dealing date of the Fund in accordance with the Fund Offering Documents. Fidelity reserves the right not to accept any instruction (which may include any switch transaction). You must specify your Fund choice in order for your instruction to be processed.

(e) You agree that, while utilising the services of Fidelity hereunder, your subscription or redemption payments shall generally be made by telegraphic transfer ("TT") or any other payment method(s) which may be accepted or determined by Fidelity from time to time. No cash payments will be accepted. You further agree that you are responsible for the issuance and completion of instructions in relation to said TT and you will hold Fidelity and Fidelity Group Company harmless from all liabilities if you fail to fulfil this responsibility. For subscription/purchase, a copy of the TT remittance is required before the orders will be processed and Fidelity reserves the right to reject or delay the processing of any order if cleared funds are not received by such time as prescribed by Fidelity from time to time. You further agree that should you incur a loss in connection with a TT as a result of negligence on Fidelity's part, Fidelity's liability will be limited to the actual amount of the misdirected or misapplied funds and no other damages of any other nature including consequential damages will be recoverable.

(f) Investors who have subscribed/purchased Funds through Fidelity must give written instructions by facsimile or by mail or by internet to change their address and bank account details.

(g) You agree that, while utilising the services of Fidelity, your payments to Fidelity may be passed to Fidelity Group Companies overseas for purposes including but not limited to settlement and foreign exchange. Where foreign exchange transactions are required to handle your instructions, you authorise Fidelity and other Fidelity Group Companies to convert monies received or held for you at your costs and expenses and in particular you acknowledge and agree that the applicable exchange rate will be determined at the discretion of Fidelity or other Fidelity Group Companies, and that such transactions may be aggregated and will be carried out by or via Fidelity or other Fidelity Group Companies on an arm's length basis from which a benefit may be derived by Fidelity or other Fidelity Group Companies.

(h) Fidelity is authorised to take such steps as it may consider expedient to enable it to provide services to you including the right to withhold and/or make payment of any taxes or duties payable on or in respect of the Shares without any liability thereof and to disclose information about you (including your authorised persons and beneficiaries) or any Shares or any transactions in connection thereto in accordance with Applicable Laws or to any Fidelity Group Company, any third party service providers or agents of Fidelity, Fidelity Group Companies and the Fund (or its representatives) upon request.

(i) You agree to provide Fidelity with such information, materials and documents in such manner and take such steps and by such time as prescribed by Fidelity from time to time so to enable Fidelity or any Fidelity Group Company to effect an instruction, perform the services herein and/or to comply with any documents in respect of any Shares, Applicable Laws and market practice.

3. Minimum Subscription

The minimum initial investment and additional lump sum investments in any Funds are specified in the Fund Offering Documents. The minimum initial investment and additional lump sum contributions in any Third Party Funds are as prescribed by Fidelity from time to time.

4. Title and Registration of Investments

(a) If you subscribe/acquire investments in a Fund, your investments will be registered either in the name of a nominee of Fidelity (which may be a Fidelity Group Company) or jointly in the name of a nominee and in your name, or your name only. Neither Fidelity nor any Fidelity Group Company will be the beneficiary of any of your investments in a Fund.

(b) No Share certificates will be issued to you. You will be sent a confirmation of your subscription/acquisition (or disposal) of investments.

(c) Fidelity may not lend investments or title documents to any third party, and may not borrow against the security of investments or such documents.

(d) All the investments in a joint holders account are deemed to be held by the joint holders as joint tenants. Each joint holder authorises Fidelity, on the death of a joint holder, to hold the investments in the joint holders account to the order of the survivor(s) and agrees (for himself/herself and his/her heirs, representatives and successors) to indemnify Fidelity and any Fidelity Group Company against any and all liabilities Fidelity and any Fidelity Group Company may incur by doing so.

4A. Nominee Services

(a) The terms in this Clause 4A applies where you invest in Third Party Funds through Fidelity.

(b) You hereby agree and authorise Fidelity to register and hold the Shares in Third Party Funds that you have purchased or subscribed through Fidelity in Fidelity's name or in the name of a nominee of Fidelity, other banks or financial institutions, or nominee companies (each a "Nominee") which Fidelity shall have the sole and absolute discretion to nominate from time to time whether or not any such Nominee is related to Fidelity. You further agree and authorise the Nominee to deal with those Shares and exercise the rights and interest thereto subject to such Nominee's customary terms and conditions and/or such other terms and conditions as Fidelity may prescribe from time to time.

(c) You authorise Fidelity to give instructions on your behalf to the trustee, registrar, transfer agent, custodian, administrative service agent of the Third Party Funds and any other service providers to effect the transfer of your Shares in Third Party Funds from, to and/or between any Nominees, when providing the Nominee Services.

(d) You agree that Fidelity shall have the right to instruct the Nominee to change the registration of any Shares in Third Party Funds then held in the name of the Nominee for your account and register such Shares directly in your name. In respect of any instructions given by you in connection with any Shares in Third Party Funds received or held by the Nominee for your account, you agree and authorise Fidelity to give such instructions on your behalf to the Nominee, and the Nominee may act on any such instructions so given by Fidelity on your behalf.

(e) You agree and authorise the Nominee to transfer, redeem/sell, switch, or otherwise deal with any Shares in Third Party Funds registered in the Nominee's name upon your instructions, or otherwise in accordance with these Terms or Applicable Laws, and take the actions as the Nominee considers appropriate to effect the transfer, redemption/sale, switching or dealing. You agree to be bound by the terms and conditions of any agreements between the Nominee (in its capacity as your nominee or registered holder of the Shares in Third Party Funds on your behalf) and the Third Party Funds (or their representatives) in respect of the Shares in Third Party Funds received or held by the Nominee for you, and such other terms and conditions in relation to the Shares as set out in the Fund Offering Documents or other relevant documents. You make the representations, warranties and undertakings relating to the investors and holders of the Third Party Funds in the Fund Offering Documents.

(f) You agree that any subscription/purchase, transfer, redemptions/sale, switching or dealing of Shares ("dealing") in Third Party Funds shall be subject to the same terms and requirements (including any restrictions on dealing of Shares) as are applicable to direct holders of the Third Party Funds as set out in the Fund Offering Documents or prescribed by the service providers of the Third Party Funds from time to time. There may be instances where your holdings in Third Party Funds are rounded up or down to two or more decimal places. Any rounding may result in a small, unrecoverable loss to your holding (always less than 0.01 of a unit of the relevant holding). In addition, you agree that any such dealing of Shares may be subject to other terms and requirements and charges as Fidelity may in its sole and absolute discretion determine from time to time.

(g) If you intend to make any dealing, you shall provide Fidelity valid instructions and other information and documents in such manner and by such time as required or prescribed by Fidelity from time to time.

(h) The Nominee shall be entitled to take actions in the course of performing its nominee functions, which includes but not limited to the following:

- i) making such arrangements as the Nominee may think fit for the purpose of keeping the Shares of Third Party Funds in safe custody. In particular, you agree that to the extent permissible under Applicable Laws, the Nominee may pool the Shares held for you with other Shares held by the Nominee for other persons, such that they may not be separately identifiable, by means of separate certificates or other physical documents or equivalent, as belonging to or attributing to the you or your account(s). The Nominee shall have the discretion to determine what records and documents it shall maintain to show your beneficial entitlement in such commingled pool;
- ii) (to the extent the Nominee has actual notice of the relevant event) presenting for payment the Shares in Third Party Funds which are called, redeemed or otherwise become payable and all income held pursuant to the terms herein for your account which call for payment upon presentation, and holding for your account such monies received as and when actually received by the Nominee;
- iii) receiving and collecting interests, dividends or other payments or distributions of income in respect of the Shares in Third Party Funds and hold them for your account subject to these Terms;
- iv) where monies are payable in respect of Shares in Third Party Funds in more than one currency, collecting the monies in such currency as may be permissible by Applicable Laws as the Nominee may in its sole and absolute discretion determine;
- v) exchanging interim or temporary receipts for definite certificates in respect of any Shares in Third Party Funds;
- vi) making payment or delivery by debiting any balance credited to you as required to effect any instructions from you, or for settlement of amounts owing to Fidelity or any other Nominee;
- vii) withholding or deducting any amount which is required to be withheld or deducted to comply with Applicable Laws from any payment payable by or to you, or to or from any of your account(s). You acknowledge that Fidelity, Fidelity Group Company and the Nominees shall not be required to make any disbursement to you for any such amount withheld or deducted nor be liable thereof; and
- viii) taking actions as required to comply with the Applicable Laws.

(i) Notwithstanding any other provisions herein, if the Nominee considers that it is necessary to take actions in order to protect your interests without instructions, the Nominee may but is not obliged to take such actions and may deal with any money, Shares or other assets held for you and exercise other rights in respect thereof.

- (j) Notwithstanding any of the aforesaid, to the extent permissible under Applicable Laws, the Nominee shall have no obligation whatsoever to collect or receive or take any other action in any markets in relation to any payment, distribution or other matters in respect of Shares in Third Party Funds held for you. You acknowledge it may be difficult, impracticable or impermissible for the Nominee to exercise any rights or entitlements or to participate in any actions, transactions or other matters in respect of Shares in Third Party Funds under Applicable Laws or in other circumstances as the Nominee determines. To the extent permissible under Applicable Laws, the Nominee is entitled in its sole and absolute discretion to refuse to accept your instruction in relation to the above matters. Even if the Nominee makes any such collection or receipt, takes any such action or gives you any such notification or takes any action pursuant to any such notification hereunder, neither the Nominee, Fidelity nor any Fidelity Group Company shall have any liability in respect of any inaccuracies or delays nor any obligation to continue or repeat any such action.
- (k) You agree and acknowledge that the Shares in Third Party Funds are placed with the Nominee at the your own risk, and neither the Nominee, Fidelity nor any Fidelity Group Company shall be held liable if the Shares are subject to acquisition, requisition, expropriation, or confiscation or if there is any restriction on the repatriation, transferability or distribution of a Third Party Funds (or any fund realised upon the liquidation) or if there is any damage, loss or diminution to the Shares.
- (l) Fidelity may terminate the Nominee Services forthwith if you breach or fail to comply with any provision of these Terms or the provision of the Nominee Services would be contrary to any Applicable Laws or your account in respect of Third Party Funds is terminated for other reasons. Upon termination of your account with Fidelity or termination of services of Fidelity with respect to Third Party Funds hereunder, you will be deemed to have given Fidelity instructions to, at its discretion:
- cause any Shares in Third Party Funds then held by the Nominee for your account to be redeemed or otherwise dealt with on the effective date of termination of the Nominee Services, or if that day is not a dealing day or is after the latest time for dealing as specified in the Fund Offering Document, on the next dealing day ("Effective Date") and for the redemption or dealing proceeds thereof (after settling any outstanding liabilities, costs and expenses owed to Fidelity or any Fidelity Group Company) to be remitted to you and/or settle any liability incurred by you, Fidelity or any Nominee;
 - cause any Shares in Third Party Funds then held by the Nominee for your account to be transferred by the Nominee on the Effective Date directly into your name (if applicable); and
 - cancel any unexecuted transactions.
- (m) Notwithstanding anything to the contrary, you shall be responsible for any taxes incurred by the Nominee in respect of any Shares in Third Party Funds held for your account other than any such taxes which may be incurred solely by reason of the Nominee holding those Shares in its name and which would not have been incurred had you held the relevant Shares directly in your name.
- (n) You agree that Fidelity may at its sole discretion retain all interest accrued on such monies held by Fidelity or the Nominee for you or pay to you (either by way of accrual in your account or otherwise determined by Fidelity) interest on such amounts at such rate as Fidelity may in its sole and absolute discretion determine.
- (o) You authorise Fidelity to dispose or initiate a disposal by any Nominee, of any of Shares in Third Party Funds held for you in settlement of any liability owed by or on behalf of you to Fidelity, Fidelity Group Company, any Nominee or any third person.

5. Income

- (a) Subject to the terms and rules under which investments are issued, income from investments will be reinvested and will only be paid out if specifically requested by written instruction from you. You must provide a written instruction to notify Fidelity if you wish to cancel a previous election to receive income. Income of less than USD50, or the equivalent amount in other currencies, will be reinvested.
- (b) You acknowledge that, such reinvestment transactions will be subject to the handling arrangement as agreed between Fidelity and the Third Party Funds. Fidelity will effect the transaction as soon as practicable, however, the execution of such transaction may not coincide with the timeframe stipulated in the Fund Offering Documents of the Third Party Funds.

6. Reports and Voting

- (a) Subject to the requirements of Applicable Laws, Fidelity and the Nominees shall have no duty or obligation to exercise the voting rights or other elective rights of the investments subscribed/acquired or received/held for you, except upon your prior written instructions in such form and by such time as prescribed by Fidelity from time to time, and then only upon such terms, conditions, indemnities, fees and charges as agreed upon between Fidelity and you.
- (b) In the absence of such instructions and agreements, Fidelity and the Nominees shall be entitled to, but not obligated to, exercise the voting rights or other elective rights of the investments. Under such circumstance, you agree that Fidelity and the Nominees may be exempted from any duty and obligation in respect of notification and delivery of any proxy or other document issued to you, unless otherwise provided in Applicable Laws.

7. Switching/Transferring Investments and Redemption/Sale

You may instruct Fidelity to sell or transfer investments or to sell investments and reinvest the proceeds in other investments. The transaction will be subject to the terms and conditions of the particular investment and Fidelity will effect the transaction as soon as practicable after receiving your instructions.

8. Representations and Warranties

You hereby represent and warrant that:

- unless otherwise notified to Fidelity, you are the beneficiary of all the Shares to be subscribed/purchased through Fidelity;
- you have received, read carefully and understood the Fund Offering Documents and you are subscribing for or purchasing the Shares on this basis;
- you give all the representations, warranties and undertakings which an applicant, investor or holder of a Fund is required to give (whether to the Fund, their fund managers or other representatives, or any other relevant regulators or persons), including but not limited to those required in the Fund Offering Documents;
- all information provided in the Application Form and in connection with the Application Form is true, complete and accurate to your best knowledge and belief;
- you shall be fully responsible for the representations made in the Application Form and these Terms and that Fidelity, Fidelity Group Company and the Nominees shall not be held responsible for any losses incurred as a result of Fidelity, Fidelity Group Company and the Nominees entering into any transaction or investment on your behalf based on your representations;
- you are not prohibited or restricted by any Applicable Laws from subscribing/purchasing, holding, redeeming/selling, switching, transferring or entering into any transaction in respect of any Shares; and
- you are in compliance with all Applicable Laws including the requirement for any consents needed to enter into the transactions in respect of any Shares.

You represent that you have complied with, and will continue to comply with, all Applicable Laws and that this representation and warranty is deemed repeated every time you subscribe/purchase, redeem/sell, switch, transfer or enter into any transaction in respect of the Shares.

9. Liability

- (a) You agree to indemnify FIL against all liabilities incurred by FIL in connection with your investments, other than liabilities caused as a direct result of FIL's negligence, knowing default, or breach of these Terms. FIL is not liable for any indirect or consequential losses nor for any loss caused through a fall in value of investments.

- (b) FIL accepts no responsibility for investments until cleared funds are received, nor for any loss or delay caused in the payment or transfer of funds to FIL. FIL shall be entitled to cancel any transaction for the subscription/purchase of investments if cleared funds are not received by FIL within seven days of accepting your instructions (regardless of the method of payment), and you agree to indemnify FIL against any resulting liabilities incurred by FIL in accordance with paragraph (a) above, as well as any difference between issue/offer and realisation/bid prices, and related costs and expenses.
- (c) Frequent trading and market timing activities are strictly prohibited by FIL and Third Party Funds providers in the interest of the Funds. Short term or excessive trading into and out of the Funds may harm performance by disrupting portfolio management strategies and by increasing expenses. Among other factors that may be taken into consideration, FIL will monitor and review deals in order to make an assessment where investments are held for less than 90 days and generally takes the view that investments that are held for less than 30 days are active trades. You understand and agree that if you engage or are suspected to be engaging in excessive trading or market timing in contravention of such Applicable Laws or policies of the relevant fund provider as described in the Fund Offering Documents, an additional fee may be imposed and FIL reserves its rights to reject the applications, subscription/purchase orders or switching/transfer of Shares and/or terminate such account, especially where transactions are deemed disruptive, particularly from market timers or investors who, in their opinion, have a pattern of short term or excessive trading or whose trading has been or may be disruptive to the Funds. For more information on each Fund's frequent trading and market timing policies, please refer to the respective Fund Offering Documents.
- (d) If Fidelity solicits the sale of or recommends any financial product to you, the financial product must be reasonably suitable for you having regard to your financial situation, investment experience and investment objectives. No other provision of the Application Form, these Terms or any other document Fidelity may ask you to sign and no statement Fidelity may ask you to make derogates from this Sub-Clause. For the purpose of this Sub-Clause, "financial product" means any securities or futures contracts as defined under the Securities and Futures Ordinance.
- (e) For the purposes of this Clause, references to FIL include any Nominee, Fidelity and Fidelity Group Company.

10. Offshore Services

You acknowledge and agree that not all investments in Funds can be made available outside Hong Kong. Any particular offer of securities may not have been and may not be registered with the relevant regulator pursuant to relevant securities laws and regulations and may therefore not be capable of being sold or publicly offered outside Hong Kong. Fidelity and any Fidelity Group Company involved in any such promotion may not maintain any licenses, authorisations or registrations outside Hong Kong. Any issue of Shares will not take effect until a valid subscription is received in accordance with the Fund Offering Documents in Hong Kong.

11. Charges

Fees and expenses for transaction in the Funds are detailed in the Fund Offering Documents for the Funds. In addition, you will reimburse Fidelity, Fidelity Group Company and the Nominees for any fees, charges and expenses they incur on your behalf in connection with your investments (including, without limitation, bank fees and charges).

12. Commissions, Trailer Fees and Other Monies and Conflicts of Interest

- In addition to the fees payable by you above, Fidelity may from time to time (to the extent not prohibited by any Applicable Laws) receive and retain monetary and non-monetary benefits including commissions, trailer fees and/or other monies in connection with your investment in Funds which are attributable to the services provided by Fidelity pursuant to these Terms. You consent to Fidelity receiving and retaining such commissions, trailer fees and/or other monies. Neither the receipt nor the retention by Fidelity of such commissions, trailer fees and/or other monies shall be construed as giving rise to any breach of fiduciary duty or equitable duty that Fidelity may owe to you.
- Fidelity and Fidelity Group Company may deal in Shares for its own account or for the account of its other clients;
- In executing instructions, any Fidelity Group Company may effect transactions as principal with you and may effect other transactions in which any Fidelity Group Company has directly or indirectly, a material interest or a potential conflict with its position to you.
- Fidelity is authorised to enter into any transaction with any Fidelity Group Company and Fidelity may be interested in any transaction and shall not be accountable to you for any profit or benefit arising therefrom.
- Fidelity or any Fidelity Group Company may have banking or other financial relationships with the fund manager, distributor or issuer of any Fund.
- In providing services under these Terms to you, Fidelity shall act as your agent and not as principal in relation to any transaction effect by Fidelity on your behalf unless otherwise indicated.

13. Communications

Communications will be sent to the correspondence address of the account holder of an individual account or the first account holder of a joint holders account, or at such other address as you may hereafter give in writing. In case of death of the account holder of an individual account or the first holder of a joint holders account, any relevant communications may be sent to the correspondence address of the second holder and so on. All communication so sent, whether by mail, fax, messenger or otherwise, shall be deemed given to you personally whether actually received or not. You warrant that the address currently on file with Fidelity is the address where you personally receive communications. Transactions entered into for your account shall be confirmed in writing to you where required by Applicable Laws. In addition, Fidelity shall provide you with periodic statements reflecting the activity in such account. The contract note or statement will be conclusive and binding if not objected to in writing within thirty (30) days after dispatch by Fidelity. Such notice must be sent by you to Fidelity by fax or letter directed to the attention of the Client Services Manager at the office servicing the account. Failure to notify Fidelity shall also preclude you from asserting at any later date that such transaction was unauthorised.

14. Personal Information Collection Statement

Pursuant to the Personal Data (Privacy) Ordinance (the "Ordinance"), the following information is provided to you in connection with your dealings with and provision of data or information to Fidelity or any Fidelity Group Company ("FIL"). Please be aware that this Statement replaces any notice or statement of similar nature that may have been provided to you previously. FIL is committed to maintaining your personal data in accordance with the requirements of the Ordinance and will take all reasonable steps to ensure that your personal data is kept secure against unauthorised access, loss, disclosure and destruction.

- From time to time, it is necessary for clients and various other individuals ("data subjects") to supply FIL with data in connection with various matters such as account opening or continuations, or provision of services to clients and other individuals. The kinds of data that may be collected includes, but is not limited to, name, contact details (including residential address, correspondence address, permanent address (if applicable), contact/mobile phone number, email address), occupation, place of birth (town & region/country), nationality, identity card, passport numbers, social security or national insurance numbers, country/jurisdiction of tax residency, tax identification numbers and details of financial status.
- Although it is not generally obligatory for a data subject to provide personal data, failure to supply such data may result in FIL being unable to open an account or continue services to clients and various other individuals or comply with any Applicable Laws.
- Data relating to the data subjects are collected or received by FIL from time to time in the ordinary course of the continuation of FIL's relationship with them, for example, when data subjects open account, write cheques, transfer funds, effect transactions, attend seminar/ events or generally communicate verbally or in writing by data subjects with FIL.
- The purposes for which data relating to a data subject may be used will vary depending on the nature of the data subject's relationship with FIL. They may comprise any or all of the following purposes:
 - the processing of applications for an account with and/or other financial services (including nominee services) provided by FIL;

- (ii) enabling and/or ensuring the daily operation of the services provided to the data subjects;
- (iii) researching, designing and launching financial, investment, wealth management, securities, retirement, insurance and nominee services or related products and services for data subjects' use;
- (iv) promoting and marketing services and products subject to your exercise of the opt-out right (please see further details in paragraph (e) below);
- (v) providing alerts, newsletter, leaflets, investor communications and investment education materials requested/signed up by the data subjects;
- (vi) designing and organising financial, investment seminars/events/forums;
- (vii) designing and conducting surveys/questionnaires for client profiling/segmentation, statistical analysis, improving and furthering the provision of services by FIL;
- (viii) meeting the disclosure, reporting, compliance and any other legal and regulatory requirements (including but not limited to tax reporting) under any Applicable Laws (including local and foreign taxation authorities) applicable to FIL or any Data Transferee (as defined below) in Hong Kong or elsewhere from time to time;
- (ix) complying with any Applicable Laws binding or applying to FIL or the Data Transferee within or outside of Hong Kong existing currently and in the future, as well as any present or future contractual or other obligations or requirements with local or foreign legal, regulatory, governmental, tax, law enforcement or other authorities that is assumed by or imposed on FIL or the Data Transferee by reason of its financial, commercial or business activities in or related to the jurisdiction of the relevant local or foreign legal, regulatory, governmental, tax, law enforcement or other authorities, including but not limited to;
- 1) compliance with obligations binding on FIL or the Data Transferee in Hong Kong or elsewhere pursuant to the arrangements in relation to Chapter 4 of Subtitle A of the United States Inland Revenue Code of 1986 as amended or supplemented from time to time ("FATCA"); or
 - 2) establishing whether you are a citizen of the United States, resident of the United States for its federal income tax purposes or otherwise subject to tax in the United States and/or to substantiate whether your account has US status for the purposes of FATCA.
- (x) any purpose related to the administration of the products offered by FIL, third party product issuers or the data subject's participation therein;
- (xi) enabling a potential purchaser of all or any part of the business or shares of FIL to evaluate the transaction intended to be the subject of the purchase; and
- (xii) purposes directly related or incidental to the above, including seeking professional advices.
- (e) **USE OF DATA IN DIRECT MARKETING**
FIL intends to use the data subject's data in direct marketing and FIL requires the data subject's consent (which includes an indication of no objection) for that purpose. In this connection, please note that:
- (i) the name, contact details (including residential address, correspondence address, permanent address (if applicable), contact/mobile phone number, email address), products and services portfolio information, transaction pattern and behaviour, financial background, online behaviour and demographic data of the data subject held by FIL from time to time may be used by FIL in direct marketing;
 - (ii) the following classes of services, products and subjects may be marketed in direct marketing:
 - 1) financial, investment, wealth management, securities, retirement, insurance, nominee and related services and products;
 - 2) reward, loyalty or privileges programmes, promotional offers and related services; and
 - 3) invitations to financial and investment seminars/events/forums.
- (f) Data collected may be maintained for such period as may be required under Applicable Laws or as otherwise needed to fulfill any of the purposes set out in paragraph (d) above.
- (g) Data held by FIL relating to a data subject will be kept confidential but FIL may provide such information to the following parties whether inside or outside Hong Kong for the purposes set out in paragraph (d) ("Data Transferee"):
- (i) the ultimate holding company of FIL, its subsidiaries, representative offices and/or affiliates of FIL;
 - (ii) the service providers of FIL or the Funds including the issuer, the trustee, the registrar, transfer agent, the custodian, administrative service agent, nominee, share distributors, securities and investment service providers, the auditor of each products and legal advisors;
 - (iii) any agent, contractor, cloud provider or third party service provider who provides administrative, research, design, launch, data storage, telecommunications, software development and application, printing, letter-shopping, mailing, computer, payment, securities clearing and settlement or other services to FIL in connection with the operation of its business;
 - (iv) the intermediaries of FIL (including third party financial institutions such as banks, Independent Financial Advisors, insurers), third party product issuers, distributors, correspondent banks and/or their respective service providers which may handle or process payment to/from data subjects;
 - (v) the employees, officers, directors and agents of FIL;
 - (vi) any applicable regulatory authorities/bodies, governmental authorities/bodies, industry recognised bodies such as future exchanges, fiscal and monetary authorities, securities associations, credit reference agencies, securities exchanges and tax authority of any jurisdictions (whether within or outside of Hong Kong), including but not limited to the United States Internal Revenue Service for the purpose of, for example, compliance with FATCA;
 - (vii) without limiting the generality of (vi) above, any party to whom FIL is under an obligation to make disclosure by Applicable Laws or voluntary arrangements binding on FIL;
 - (viii) external service providers (including but not limited to printing houses, mailing houses, telecommunication companies, public relation companies, advertising agency, telemarketing companies, data processing and data storage companies, storage companies, call centres, market research firms, and information technology companies), that FIL engages for the purposes set out in paragraph (e).
- Please note that personal data stored or processed in any jurisdiction outside of Hong Kong may also be accessible to law enforcement, national security and other government authorities of that jurisdiction and may not enjoy the same protection as in Hong Kong.
- (h) Under the Ordinance, any individual has the right:
- (i) to check whether FIL holds data about him or her, and of access to such data;
 - (ii) to require FIL to correct any data relating to him or her which is inaccurate;
 - (iii) to ascertain FIL's policies and practices in relation to data and to be informed of the kind of personal data held by FIL;
 - (iv) to object to the use of his/her personal data for marketing purposes and FIL shall not use his/her personal data for marketing purposes after he/she communicates his/her objection to FIL.
- (i) In accordance with the terms of the Ordinance, FIL has the right to charge a reasonable fee for the processing of any data access request.
- (j) You may exercise your opt-out right by notifying FIL if you wish to object to the use of your personal data for direct marketing purposes. The person to whom such objections, requests for access to data, correction of data or for information regarding policies and practices and kinds of data held are to be addressed as follows:
- The Data Protection Officer
FIL Investment Management (Hong Kong) Limited
Level 21, Two Pacific Place
88 Queensway, Admiralty,
Hong Kong
- (k) Nothing in this Statement shall limit the rights of the data subject under the Personal Data (Privacy) Ordinance. In the event of inconsistency between the Personal Information Collection Statement in this Application Form and the Fund Offering Documents, the Personal Information Collection Statement in this Application Form shall prevail.
- ## 15. Risk Disclosure Statement
- (a) The prices of Funds fluctuate, sometimes dramatically. The price of a Fund may move up or down, and may become valueless. It is as likely that losses will be incurred rather than profit made as a result of buying and selling funds.
- (b) Since transactions may be settled overseas, client assets received or held by Fidelity or its affiliates may be subject to the applicable laws and regulations of the relevant overseas jurisdiction which may be different from the Hong Kong Securities and Futures Ordinance and the rules made thereunder. Consequently, such client assets may not enjoy the same protection as that conferred on client assets received or held in Hong Kong.
- (c) If you provide Fidelity with an authority to hold mail or to direct mail to third parties, it is important for you to promptly collect in person all contract notes and statements of your account and review them in detail to ensure that any anomalies or mistakes can be detected in a timely fashion.
- ## 16. Assignment and Delegation
- (a) You consent to Fidelity assigning to any appropriate Fidelity Group Company all or any of its benefits and obligations under these Terms. You will be notified of any such assignment.
- (b) Fidelity may appoint any person (whether or not a Fidelity Group Company) to advise on or perform any of its functions or responsibilities under these Terms and subject to Clause 14, may provide information about you and your investments to any such person.
- ## 17. Amendments
- (a) Fidelity may amend the terms of this Agreement by giving you a notice in writing (by post, by email or through Fidelity's website, etc). Fidelity may re-issue such terms, in whole or in part, to you at any time in the event of a material change in the information provided herein. The amended terms will become effective from the date of re-issue by Fidelity or effective date as specified on the notification, whichever is later. In addition, if at any time you request the latest available terms and conditions, Fidelity will supply a copy free of charge.
- (b) The English version of these Terms shall prevail if there is any inconsistency between the English version and the Chinese version.
- ## 18. Law
- These Terms will be governed by and construed in accordance with Hong Kong law. You and Fidelity submit to the exclusive jurisdiction of the Hong Kong courts to settle any disputes arising under these Terms.
- ## 19. Rights of Third Parties
- Unless expressly provided to the contrary in these Terms, no person other than you, Fidelity, any Fidelity Group Company or Nominee will have any right under the Contracts (Rights of Third Parties) Ordinance to enforce or enjoy the benefit of any of the provisions of these Terms other than themselves or their permitted successors or assignees. Notwithstanding any provisions of these Terms, the consent of any person who is not a party to these Terms is not required to rescind or vary these Terms at any time.
- ## Additional Terms & Conditions of Fidelity SmartFund Account (Not applicable to new accounts)
- ### 1. Definitions
- Capitalised words and expressions below shall have the same meanings as defined in the Terms and Conditions of Fund Account unless otherwise specified.
- ### 2. General
- Fidelity SmartFund Account ("SmartFund") is a Fidelity Mutual Fund Account governed by Terms and Conditions of Fund Account which must be read in conjunction with the following Terms and Conditions of SmartFund.
- ### 3. Monthly Account Fee
- (a) Sales charge and switching fee are waived for subscription or switching using the SmartFund. You are still subject to other charges including but not limited to management fee, redemption charge and performance fee as prescribed in respective Fund Offering Documents. Minimum initial investment and additional lump sum investments in any Funds are also still applicable as specified in the Fund Offering Documents.
- (b) Monthly account fee will start to accrue from the date when holdings in one or more funds (each a "Relevant Fund") are first recorded in the SmartFund.
- (c) Monthly account fee is calculated based on the average daily holding balance of Relevant Fund(s) during the charging period and the Tiered Rate corresponding to each asset class under the same SmartFund. Details of the Tiered Rate pricing model and calculation method are specified on the SmartFund leaflet and Fidelity Website. The monthly account fee is calculated in US dollar and charged in Hong Kong dollar at the prevailing exchange rate as of the date of calculation. Fidelity shall be entitled to prescribe fees and charges payable in connection with the SmartFund from time to time, subject to at least 30 days prior notice for any variation of such fees and charges prescribed by Fidelity which may be given by such means as Fidelity thinks fit. Such fees and charges shall be binding if you continue to maintain the SmartFund after the effective date thereof.
- (d) The monthly account fee is normally collected on the 15th calendar day (or the next available business day) of each calendar month and on a full-month basis. If the date from when holdings are first recorded does not cover a full month, the monthly account fee for that month will be charged in the following month. Details of the monthly account fee can be found in the monthly invoice for your SmartFund.
- (e) The monthly account fee is debited from the designated direct debit account as specified at the opening of the SmartFund. If you wish to change the designated direct debit account, the instruction must be received by Fidelity at least 6 weeks before the last business day of the month for the monthly account fee to be charged against the new direct debit account from that month.
- (f) You undertake that you shall maintain at all times sufficient funds in the designated direct debit account to pay for the monthly account fee. In the event that collection of monthly account fee (or any part of it) is unsuccessful via the designated direct debit account, the outstanding fee will be accrued and will rollover to the next monthly debit. Upon the third consecutive unsuccessful collection of monthly account fee (or any part of it), you agree and hereby give your instruction to Fidelity to deduct such outstanding fee from the largest Relevant Fund holding (by value) from your SmartFund.
- ### 4. Account Closure
- (a) Upon closure of SmartFund, any accrued monthly account fee not yet charged will be collected from the designated direct debit account during the next calendar month after all investment holdings have been redeemed or transferred out and the account is successfully closed.
- (b) Assets within a SmartFund is not transferrable to other types of Fidelity accounts. In the exceptional event where Fidelity agrees to waive such restriction, which decision is within its absolute discretion, for transfer-out of holdings in Relevant Funds from Fidelity SmartFund Account to other accounts a transfer fee of 1% of prevailing market value of Shares being transferred will apply.