

HSBC Investment Funds

滙豐投資基金

Account Opening Form (Corporations) – Form A

開戶表格 (公司) - 表格 A

You confirmed that you have read and understood the latest offering document of the relevant fund stated in section 2 below ("Fund") before completing this Account Opening Form. Please keep a copy for your records. Please write in block letters.

在填寫此開戶表格前，閣下確認已閱讀並理解下文第2節所述相關基金（「基金」）的最新發售文件。請保留副本作記錄。請以正楷填寫。

This Account Opening Form is for your dealing in the Fund which is managed or distributed HSBC Investment Funds (Hong Kong) Limited in Hong Kong. Please note the Fund or its service provider may request additional information from you.

此開戶表格適用於閣下與滙豐投資基金（香港）有限公司在香港管理或分銷的基金的交易。請注意，基金或其服務供應商可能會要求閣下提供額外的資料。

The English version of this Account Opening Form shall prevail if there is any inconsistency between the English version and the Chinese version.

如此開戶表格中文版本與英文版本在文義上出現分歧，概以英文版本為準。

1. Applicant's information

申請人資料 (See "Notes" below 參閱下文「附註」)

Company name 公司名稱																									
Registration no. 註冊編號												Place of incorporation 成立地點													
Nature of business 業務性質																									
Registered address (This address cannot be a P. O. Box. All correspondences and statements will be posted to this address unless an alternative address is provided overleaf under section 4 for mailing purpose.) 註冊地址(此地址不能是郵政信箱。所有通訊及結單將會寄往此地址，除非閣下在背頁的第4節下提供另一地址作郵寄用途。)																									
Telephone no. 電話		Day 日間				Night 晚間				Fax 傳真															
Email 電郵		Account's Dividend Option (if any) 戶口派息選擇(如有)										<input type="checkbox"/> Cash 現金		<input type="checkbox"/> Unit 單位											
Statement currency: 結單貨幣:		<input type="checkbox"/> HKD 港元		<input type="checkbox"/> USD 美元		Statement language: 結單語言:		<input type="checkbox"/> Chinese 中文		<input type="checkbox"/> English 英文															
(如選擇中文，請於背頁第4節下填寫中文名稱及地址)																									
(If Statement currency and Statement language are not indicated, HKD and Chinese will be used). (如結算貨幣及結單語言均無特定指示，將以港元和中文執行。)																									
Fax instruction: 傳真指示:		<input type="checkbox"/> We hereby authorise HSBC Investment Funds (Hong Kong) Limited ("HIFH") to act on fax instruction. We will confirm our fax instruction with you by telephone and understand the risk of sending fax instruction as stated at the back of this Account Opening Form. (See the clause headed "3. Fax instructions" under the section headed "Terms and Conditions") 本人 / 吾等現授權滙豐投資基金（香港）有限公司（「HIFH」）根據傳真指示行事。本人 / 吾等在發出傳真指示後會以電話與貴公司確認及已理解此開戶表格背頁所載的有關發送傳真指示的風險。（參閱「條款及細則」一節「3.傳真指示」條文）																							



2. Investment

投資項目

Fund name 基金名稱	Currency 貨幣	Investment amount 投資額
HSBC 滙豐 _____	HKD / USD / GBP / EUR 港元 / 美元 / 英鎊 / 歐元 _____	
HSBC 滙豐 _____	HKD / USD / GBP / EUR 港元 / 美元 / 英鎊 / 歐元 _____	
HSBC 滙豐 _____	HKD / USD / GBP / EUR 港元 / 美元 / 英鎊 / 歐元 _____	
<input type="checkbox"/> A cheque made payable to HSBC Investment Funds (Hong Kong) Limited is attached (Only cheque issued by the Applicant will be accepted), or 附上一張以滙豐投資基金（香港）有限公司為抬頭人的支票（本公司只接受申請人發出之支票）；或		
<input type="checkbox"/> A copy of the telegraphic transfer advice/pay-in slip issued by the remitting bank is attached. (See "NOTES" below for payment details) 附上一份由付款銀行發出的電匯單 / 付款單。（付款詳情請參閱下文「附註」）		

3. Notice relating to the Personal Data (Privacy) Ordinance

關於個人資料（私隱）條例的通知

We confirm that we have read, understood and agree to the Notice relating to the Personal Data (Privacy) Ordinance attached to this Account Opening Form relating to the collection, storing, use and sharing of our personal data.

本人 / 吾等確認，本人 / 吾等已閱讀、理解並同意隨附此開戶表格有關收集、儲存、使用及披露本人 / 吾等的個人資料的《關於個人資料（私隱）條例的通知》。

4. Signature(s)

簽署

We confirm that we have read the latest offering document(s) including the risk factors therein and financial report(s) relating to the Fund(s) subscribed to and we agree to be bound by the terms and conditions contained therein and the Terms and Conditions in this Account Opening Form (as may hereafter be amended from time to time). We further confirm that we comply with the offering terms of the Fund(s) such as the selling restrictions and that we are not a "Restricted Person" as defined in the offering document(s) or a person otherwise restricted from holding shares or units of the Fund(s) as provided in the offering document(s). We agree to observe and be bound by the provisions of the constitutive documents of the Fund(s), as amended from time to time. We are fully aware of the nature of the Fund(s) subscribed and the risks associated with the Fund(s) and have sufficient net worth to be able to assume the risks and bear the potential losses of trading in the Fund(s). We confirm that where applicable, the offering document(s) of the Fund(s) was/were provided in a language of our choice (English or Chinese); and we were invited to read the relevant risk disclosure statement in the offering document(s) and to ask questions and to take independent advice if we wish. We acknowledge that we may be required to redeem our holdings in the Fund(s) at the request of the management company, manager, trustee or custodian of the Fund(s) for reasons such as tax, regulations and law and HIFH may by notice to us terminate our account for reasons such as tax, regulations and law. We confirm that we will notify HIFH if there is a material change to any of our information in section 1 above. No person other than HIFH and us will have any right to enforce the Terms and Conditions in this Account Opening Form. We hereby confirm that the acknowledgements and declarations made in this Account Opening Form are applicable for each and every subscription/ redemption / switching transaction or request we make in respect of the Fund(s). For corporations or entities Applicants, we represent and warrant that the person(s) making the application for units or shares in the Fund(s) has/have been duly authorized to execute, deliver and perform the obligations of the Applicant under this Account Opening Form and that such execution, delivery and performance does not conflict with or constitute a default under any law, statute, rule, regulation or order, or any agreement or instrument to which the Applicant is a party or by which the Applicant or its assets are bound or affected.

本人 / 吾等確認，本人 / 吾等已閱讀最新的發售文件，包括其中的風險因素及有關所認購的基金的財務報告，及本人 / 吾等同意受其中所載的條款及細則以及此開戶表格的條款及細則（其後可不時修訂）約束。本人 / 吾等進一步確認，本人 / 吾等遵守基金的發售條款（如銷售限制），且本人 / 吾等並非發售文件所界定的「受限制人士」或發售文件規定限制持有基金的股份或單位的其他人士。本人 / 吾等同意遵守基金組成文件的條文（經不時修訂）並受其約束。本人 / 吾等充分知悉所認購基金的性質及與基金有關的風險，並具備充足的資產，能夠承擔買賣基金的風險及潛在虧損。本人 / 吾等確認，基金的發售文件以本人 / 吾等選擇的語言（英文或中文）提供（按情況適用）；且本人 / 吾等曾獲邀閱讀發售文件中的相關風險披露聲明，並按本人 / 吾等意願提出問題及徵求獨立意見。本人 / 吾等知悉，本人 / 吾等可能須基於稅務、法規及法例等理由，應基金的管理公司、基金經理、受託人或託管人的要求，贖回本人 / 吾等於基金的持股，以及 HIFH 可基於稅務、法規及法例等理由，透過向本人 / 吾等發出通知終止本人 / 吾等的戶口。本人 / 吾等確認，倘上文第 1 節有關本人 / 吾等的任何資料有重大變更，本人 / 吾等將知會 HIFH。除 HIFH 及本人 / 吾等外，並無其他人士有權強制執行此開戶表格的條款及細則。本人 / 吾等謹此確認，於此開戶表格作出的確認及聲明適用於每項認購 / 贖回 / 轉換交易或本人 / 吾等就基金作出的要求。就公司或實體申請人而言，本人 / 吾等聲明及保證，申請基金的單位或股份的人士已獲正式授權簽立、交付及履行此開戶表格下申請人的責任，而有關簽立、交付及履行在任何法律、法令、規則、法規或指示、或申請人為訂約方或申請人或其資產受約束或影響的任何協議或工具下並無衝突或構成違約。

Applicant

申請人*

Date

日期

[*A corporation must execute this Account Opening Form under the hand of a duly authorized official who should state his representative capacity together with a company chop or seal.

公司須透過委派獲正式授權人士（其應聲明其代表身份）簽立此開戶表格，並加蓋公司印鑑或印章。]

Day / Month / Year
日 月 年

For office use only

本公司專用

I hereby confirm that the Applicant named in section 1 above has signed this Account Opening Form and the enclosed Client Information Form in my SCC presence, and I have provided the offering document(s) of the Fund(s) in a language of the Applicant's choice (English or Chinese) and the documents referred to in the above section 3(1); and invited the Applicant to read the relevant risk disclosure statement (English or Chinese), ask questions and take independent advice if the Applicant wishes.

本人確認上述第 1 項的申請人乃在本人見證下簽署此開戶表格及隨附的客戶資料表格，以及本人已按照客戶所選擇的語言（英文或中文）提供基金的發售文件及上文第 3(1)節提及的文件；及邀請申請人閱讀相關風險披露聲明（英文或中文）、提出問題及徵求獨立意見（如申請人有此意願）。

(please tick this box if yes)
(如是，請勾選此方格)

Intermediary's stamp
中介人印鑑

Name (Staff of Intermediary) and CE number
姓名（中介人職員）及 CE 編號

Signature
簽署

Date
日期

Holder ID
持有人編號

5. Mailing or Chinese address

郵寄或中文地址

(Please also provide company's name in Chinese if Chinese address is provided.)

(如提供中文地址，請同時提供公司的中文名稱)

Name in Chinese	
中文名稱	
Address	
地址	

NOTES:

附註：

Documents required:

所需文件：

Investors should submit together with this Account Opening Form the following documents:

投資者應將本開戶表格連同下列文件一併遞交：

- a) Business Registration Certificate, Certificate of Incorporation and Memorandum and Articles of Association
商業登記證、公司註冊證明書及組織章程大綱及章程細則
- b) Resolution of the board of directors to open account and confer authority on those who will operate the account
董事會決議開戶及授權將會操作戶口的有關人士
- c) List of authorised signatories with specimen signature
獲授權簽署人士名單及簽署式樣
- d) Completed Client Information Form
已填妥的客戶資料表格

All documents are to be certified by a bank, licensed financial adviser, solicitor or notary public designated by HIFH.

所有文件須由銀行、持牌財務顧問、律師或由HIFH指定的公證人核證。

HIFH may require additional information and documents and we agree to provide such additional information and documents in forms acceptable to HIFH.

HIFH 可能會要求額外資料及文件，而本人 / 吾等同意以HIFH接納的形式提供有關額外資料及文件。

Payment details:

付款詳情：

Payment may be made in the following ways:

可透過以下途徑付款：

- a) Cheque drawn from the account of the investors
以投資者戶口開出的支票
- b) Remit funds in favour of 'HSBC INSTITUTIONAL TRUST SERVICES (ASIA) LIMITED – HSBC FD CLIENT SUB AC' quoting the full name of the investors and the Fund(s) the investors subscribe to the following accounts. HTHK means HSBC Institutional Trust Services (Asia) Limited.
匯款至「HSBC INSTITUTIONAL TRUST SERVICES (ASIA) LIMITED – HSBC FD CLIENT SUB AC」，列明投資者的全名及投資者於以下戶口認購的基金。HTHK 代表 HSBC Institutional Trust Services (Asia) Limited.

HKD 港元	HTHK-HSBC FD CLIENT SUB AC A/C No. 戶口號碼 741-058473-001
USD 美元	HTHK-HSBC FD CLIENT SUB AC A/C No. 戶口號碼 741-058473-201
GBP 英鎊	HTHK-HSBC FD CLIENT SUB AC A/C No. 戶口號碼 741-058473-202
EUR 歐元	HTHK-HSBC FD CLIENT SUB AC A/C No. 戶口號碼 741-058473-220
RMB 人民幣	HTHK-HSBC FD CLIENT SUB AC A/C No. 戶口號碼 741-058473-209
SGD 新加坡元	HTHK-HSBC FD CLIENT SUB AC A/C No. 戶口號碼 741-058473-216
CAD 加拿大元	HTHK-HSBC FD CLIENT SUB AC A/C No. 戶口號碼 741-058473-204
AUD 澳元	HTHK-HSBC FD CLIENT SUB AC A/C No. 戶口號碼 741-058473-203
NZD 新西蘭元	HTHK-HSBC FD CLIENT SUB AC A/C No. 戶口號碼 741-058473-210

Note: Only investment amount net of remittance charges will be invested.

附註：扣除匯款費用後的投資金額方會用作投資。

TERMS AND CONDITIONS:

條款及細則:

We acknowledge and declare that:

本人 / 吾等承認及聲明:

1. Application and Payment

申請及付款

HIFH reserves the right to refuse any application. Any application monies not accepted will be returned to us at our own risk, and without interest. Once HIFH receives our application, we are contractually bound to purchase the units or shares applied for. All instructions given or purported to be given by us will be binding on us.

HIFH 保留拒絕任何申請的權利。任何不獲接納的申請款項將退回本人 / 吾等，風險由本人 / 吾等自行承擔，且不計息。HIFH 一經收受本人 / 吾等的申請，本人 / 吾等便受合約約束，須購買所申請的單位或股份。本人 / 吾等發出或據稱由本人 / 吾等發出的所有指示將對本人 / 吾等具約束力。

The account maintained with HIFH cannot be charged, assigned or transferred in any way by us.

本人 / 吾等不得以任何形式抵押、出讓或轉讓在 HIFH 開設的戶口。

For lump sum investments, payment must be made at the time of application. If payment is not cleared within the timeframe specified by HIFH, HIFH reserves the right to cancel the transaction at any time thereafter. Under such circumstances, HIFH may require us to pay HIFH the difference between the subscription price and the redemption price of the units or shares concerned. For the sub-funds of HSBC Global Money Funds, HIFH will not issue units until the application proceeds in cleared funds are received.

就整付投資而言，付款必須於申請時支付。倘款項未能於 HIFH 指定的時限內繳清，HIFH 保留於其後任何時間取消交易的權利。在有關情況下，HIFH 可能會要求本人 / 吾等向 HIFH 支付有關單位或股份的認購價與贖回價的差額。就滙豐環球貨幣基金的子基金而言，HIFH 在結清申請款項前不會發出單位。

Where the Applicant is a financial institution, broker or other person applying to acquire shares or units in the Fund(s) on behalf of its individual client(s) (the "Underlying Investor(s)") we represent and warrant that: (i) the representations, warranties and covenants made in this Account Opening Form are made by us on behalf of ourselves and each Underlying Investor; (ii) we have full power and authority on behalf of each Underlying Investor to subscribe for shares or units in the Fund(s) and to execute any necessary subscription documentation, including this Account Opening Form and, in particular but without limitation to the aforesaid, to make the representations above on behalf of such Underlying Investor as to the agreement of such Underlying Investor regarding the use of personal data; (iii) we have carried out subscriber identification procedures designed to verify the identity of each Underlying Investor in accordance with the applicable anti-money laundering related laws and regulations, we hold evidence of such identity for the minimum period required by the applicable laws or regulations and will make such information/documents available to the Fund(s) or the aforementioned service providers within a reasonable time as reasonably requested by any of them or as required by any applicable laws or regulations.

如申請人為代表其個人客戶（「相關投資者」）申請購入基金股份或單位的金融機構、經紀或其他人士，本人 / 吾等聲明及保證：(i) 此開戶表格中作出的聲明、保證及契諾乃由本人 / 吾等代表本人 / 吾等自身及各相關投資者作出；(ii) 本人 / 吾等擁有充分權力及權限代表各相關投資者認購基金的股份或單位及簽立任何所需認購文件，包括本開戶表格及（尤其是但不限於前述）代表有關相關投資者作出有關相關投資者同意使用其個人資料的上述聲明；(iii) 本人 / 吾等已根據適用的打擊清洗黑錢相關法律及法規進行指定的認購人身分核實程序以核實各相關投資者的身分，本人 / 吾等按適用的法律或法規規定的最短時限持有有關身分證明，並按基金或上述服務供應商的合理要求或按任何適用的法律或法規規定於合理時間內為其提供有關資料 / 文件。

2. Risk of communication and remittance

通訊及匯款的風險

All communications and remittances sent to HIFH by us or by our nominee or vice versa are sent at our risk. HIFH shall have no responsibility for any loss arising from the inaccuracy or failure of any communication, whether by post or fax or otherwise, unless such loss results from the wilful default or negligence of HIFH.

由本人 / 吾等或代名人向 HIFH 發出或 HIFH 向本人 / 吾等或代名人發出的所有通訊及匯款的風險由本人 / 吾等承擔。除非 HIFH 故意違責或疏忽，否則 HIFH 對任何通訊（不論以郵寄或傳真或其他方式）失責或失敗造成的任何損失概不負責。

We confirm that HIFH is authorised to act on instructions and communications which HIFH believes emanate from us, and that HIFH shall not be liable for acting in good faith on instructions and communications which emanate from unauthorised individuals.

本人 / 吾等確認，HIFH 獲授權執行 HIFH 相信由本人 / 吾等發出的指示及通訊，而 HIFH 毋須對在真誠相信為真實的情況下執行由未經授權的個人發出的指示及通訊承擔責任。

HIFH shall not be under any duty to verify the authenticity on any instruction (including any signature), and we will keep HIFH indemnified at all times against any loss HIFH may suffer or incur in connection with acting on such instructions. However, if HIFH decides to authenticate any instructions, HIFH has absolute discretion to refuse to act upon any such instructions if HIFH has any reason to doubt the authenticity of such instructions and HIFH will not be responsible to us for any loss we may suffer or incur in connection with any delay or failure in effecting any of the instructions of us.

HIFH 並無任何責任核實指示（包括任何簽署）是否真確，而本人 / 吾等將確保 HIFH 於任何時候均可就因執行有關指示而蒙受或產生的任何損失獲得彌償。然而如 HIFH 決定核實任何指示的真確性，則當 HIFH 於有任何理由懷疑有關指示的真確性時，其有絕對酌情權拒絕執行任何有關指示，且 HIFH 將對有關任何延誤或未能執行本人 / 吾等的任何指示令本人 / 吾等可能蒙受或產生的任何損失概不負責。

3. Fax or Electronic Instructions

傳真或電子指示

The dealing or order instruction for your account may be sent by post or by facsimile or any other written or electronic means specified by the HIFH and accepted by the HIFH's Delegate. You should note that none of the Fund, the Manager, the Administrator, the Administrator's Delegate or their respective agents accepts any responsibility for any loss caused as a result of non-receipt or illegibility of any Form or instruction sent by facsimile or, if applicable, any electronic means, or for any loss caused in respect of any action taken as a consequence of such facsimile or, if applicable, electronic instructions believed in good faith to have originated from properly authorised persons. This is notwithstanding the fact that a facsimile or, if applicable, electronic transmission report produced by the originator of such transmission discloses that such transmission was sent.

閣下戶口的交易或指示可以郵遞或以傳真或 HIFH 規定及 HIFH 代表接受之任何其他書面或電子方式寄發。閣下應注意，基金、基金經理人、行政管理人、行政管理人代表或彼等各自之代理人對因以傳真或（倘適用）其他電子方式寄發的任何表格或指示未獲收到或模糊不清而導致之任何損失，或因有關傳真或（倘適用）因真誠地認為乃源自適當授權人士提出的電子指示而採取任何行動所導致之任何損失概不負責。即使事實上發起傳送傳真的人士所提供的傳真或（倘適用）電子指示傳送報告披露該傳真傳送已寄發亦然。

We request and authorise the Relevant Parties to act upon instructions by fax (or, if applicable, any other electronic means) and to rely conclusively upon any fax instructions (or, if applicable, any electronic instructions) or other instruments believed in good faith to have originated from properly authorised persons. In consideration of their doing so, we fully indemnify each of them against any loss, cost or expense which they may incur, directly or indirectly, as a result of any of them acting or failing to act, in their discretion, upon instructions by fax believed in good faith to have originated from properly authorised persons or from the non-receipt or illegibility of instructions faxed (or,

if applicable, sent by any other electronic means) by us and we agree that this authorization remains in force until the Relevant Parties receive a written termination notice and that notice shall be without prejudice to the completion of transactions already initiated.

吾等要求及授權相關方，可依據傳真（或倘適用，任何電子方式）執行指令，及完全依據任何傳真指令（或倘適用，任何電子指令）或其他對真誠地認為妥為獲授權人士的其他文據行事。對於上述的做法，吾等為他們每一位，因酌情依據真誠相信已獲適當授權的人士發出的傳真指令或因未能收到或難以辨認吾等發出的傳真（或倘適用，以任何其他電子方式發出）指令的行動或未能行動，可能直接或間接接受的任何損失，成本或開支負上全部的賠償責任，及吾等同意此授權持續生效至相關方收到書面的終止告示及該告示須對已開始交易的完成無影響。

4. United States and Canada investors

美國及加拿大投資者

We declare that we are not a "United States Person", a "U.S. Person", or a Canadian resident or such other person to whom shares or units of the relevant Fund may not be offered (as defined in the offering document(s) of the relevant Fund). We must inform HIFH immediately when we become a "United States Person", a "U.S. Person" or a Canadian resident, in which circumstances we may be obliged to redeem our units or shares.

本人 / 吾等聲明，本人 / 吾等並非「美國人」或加拿大居民或不可獲發售相關基金的股份或單位的有關其他人士（定義見相關基金的發售文件）。本人 / 吾等成為「美國人」或加拿大居民時，本人 / 吾等必須即時通知 HIFH，在有關情況下，本人 / 吾等或須贖回本人 / 吾等的單位或股份。

5. Compliance with laws and regulations

遵守法律及法規

In relation to this application and our investments in the relevant Fund(s), we represent, warrant and undertake that we are, and will remain, in compliance with all laws and regulations applicable to us (including but not limited to the requirement of any governmental or other consents or need to observe any formalities to enable us to enter into any relevant transaction).

就此申請以及本人 / 吾等於相關基金的投資而言，本人 / 吾等聲明、保證及承諾，本人 / 吾等遵守並將持續遵守適用於本人 / 吾等的所有法律及法規（包括但不限於任何政府或其他同意的規定或者辦理任何手續的需要，以使吾等得以訂立任何相關交易）。

We further represent, warrant and undertake that: neither the Company nor any of its subsidiaries, directors, officers, employees, agents, or affiliates or that of any of the Company's subsidiaries is an individual or entity ("Person") that is, or is owned or controlled by Persons that are: (i) the subject of any sanctions issued, administered or enforced by the United States, the United Nations Security Council, the European Union, the United Kingdom, the Hong Kong Monetary Authority, or any other relevant sanctions authorities (collectively, "Sanctions"), or (ii) located, organised or resident in a country or territory that is the subject of country- or territory-wide Sanctions, ("Sanctioned Country"); and We further represent, warrant and undertake in relation to this application and our investments in the relevant Fund(s) that

本人 / 吾等進一步聲明、保證及承諾：- 公司及其任何附屬公司，以及公司或其任何附屬公司的董事、主管、僱員、代理人或聯屬機構均非符合以下說明的個人或實體（「人士」）或者由該等人士擁有或控制：(i) 受到美國、聯合國安全理事會、歐盟、英國、香港金融管理局或任何其他相關的制裁機構所頒布、施行或執行的任何制裁（統稱為「制裁」）；或(ii) 其位處、組織或居籍所在的國家或領土受到國家性或領土性制裁（「受制裁國家」）；且本人 / 吾等就此申請以及本人 / 吾等於相關基金的投資進一步聲明、保證及承諾：

- (i) we shall not engage in market timing or short term trading practices;
本人 / 吾等不會進行選時交易或短線交易行為；
- (ii) we have not taken and will not take, directly or indirectly, any action or make any omission that would cause HIFH to violate any applicable law or regulation, including without limitation those relating to market timing, anti-money laundering, counter-terrorism financing, anti-bribery and anti-corruption, transactions involving the proceeds of illegal activities, fraud, tax evasion or Sanctions;
本人 / 吾等未曾亦不會直接或間接採取任何行動或作出任何遺漏以致 HIFH 會觸犯任何適用法律或法規，包括但不限於關於選時交易、反洗錢、打擊恐怖分子資金籌集、反賄賂與反貪污、涉及非法活動收益的交易、欺詐、逃稅或制裁的法律或法規；
- (iii) we have instituted and will continue to maintain adequate policies and procedures to ensure such continued compliance; and
本人 / 吾等已設立並會繼續維持足夠的政策與程序，以確保有關的持續遵守；及
- (iv) we shall, to the fullest extent permitted by the relevant laws, promptly report to HIFH any breach or suspected breach of any of our obligations or undertakings set forth in this Clause 5; make all reasonable efforts to rectify promptly such breach or suspected breach to the fullest extent practicable; and assist HIFH in investigating and remedying any such breach or suspected breach.
本人 / 吾等會在相關法律所許可的最大範圍內從速向 HIFH 報告本第 5 條所載的任何本人 / 吾等的責任或承諾的任何違反或涉嫌違反情況；盡一切合理努力以在切實可行的最大範圍內從速糾正有關的違反或涉嫌違反情況；並協助 HIFH 調查並補救任何有關的違反或涉嫌違反情況。

We understand that all dealings will be subject to such applicable laws and regulations as well as other internal policies and procedures of the HSBC Group, and HIFH may take such action as it deems appropriate to comply with the foregoing laws, regulations and procedures.

本人 / 吾等明白，所有交易將受制於該等適用法律及法規以及滙豐集團的其他內部政策與程序，且 HIFH 可採取其視為合適的行動以遵守前述的法律、法規及程序。

We understand that we shall inform ourselves of and take advice on the relevant legal, tax, exchange control regulations which are applicable to us relating to this application and our investments in the relevant Fund(s) under the laws and regulations of the place of our domicile or place of registration, and we shall observe all such laws and regulations at all times. In particular, we acknowledge that HIFH does not give advice on or take responsibility for the tax consequences in relation to this application or our investments in the relevant Fund(s).

本人 / 吾等理解，本人 / 吾等應熟悉根據本人 / 吾等的所在地或註冊地點的法律及法規適用於本人 / 吾等作出此申請及本人 / 吾等於相關基金的投資的相關法律、稅務及外匯管制規定並就此諮詢意見，本人 / 吾等須時刻遵守所有有關法律及法規。尤其是，本人 / 吾等承認，HIFH 不會對有關此申請或本人 / 吾等於相關基金的投資的稅務後果提供意見或承擔責任。

6. Regulatory Obligations

監管責任

We understand and agree that in order for the relevant Fund(s)'s management company, manager, the trustee, the custodian, the administrator, or any of their affiliates, agents, data processors, employees or delegates of the Fund(s) (the "Relevant Parties") to meet their legal and regulatory obligations, their group policies, any request of a public or regulatory authority or pursuant to normal market practice relating to the prevention of fraud, money laundering, bribery, corruption, , terrorist financing, sanctions violations, tax evasion or other criminal activities (collectively "Relevant Requirements"), any of the Relevant Parties may take any action as it deems appropriate including without limitation,

本人 / 吾等明白並同意，為使相關基金的管理公司、基金經理、受託人、託管人、行政管理人或者彼等的任何聯屬機構、代理人、資料處理員、僱員或獲授權人（「相關各方」）得以履行彼等的法律及監管責任、彼等所屬集團的政策、某公共或監管機構所作出或依據一般市場慣例所作出關於防止欺詐、洗錢、賄賂、貪污、恐怖分子資金籌集、制裁觸犯情況、逃稅或其他刑事活動的任何要求（統稱為「相關要求」），任何相關各方都可採取其視為合適的任何行動，包括但不限於：

- (i) checking each prospective holder or redeeming holder against lists of persons, entities or organisations included on any so-called “watch list” or websites containing this type of information (this checking may be done by automated screening systems); and

對照載於任何所謂「觀察名單」內的人士、實體或組織名單或包含此類資料的網站 查核各準持有人或贖回持有人（此查核可由自動篩查系統完成）；及

- (ii) intercepting and investigating transactions relating to the Fund(s) (particularly those involving the international transfer of funds) including the source of or intended recipient of funds paid in or out in relation to the Fund(s).

攔截及調查有關基金的交易（尤其是該等涉及國際轉撥資金之交易），包括向有關基金支付的資金來源或從有關基金支付資金的擬定收款人。

In certain circumstances, these actions may delay or prevent the processing of this Account Opening Form, the settlement of transactions in respect of the Fund(s) or performance of the Relevant Parties' obligations generally. The Relevant Parties may in these circumstances refuse any application. None of the Relevant Parties will be liable to us or any other person for loss (whether direct or consequential and including without limitation, loss of profit or interest) or damage suffered by any party arising out of or caused in whole or in part by any actions that are taken by the Relevant Parties to comply with the Relevant Requirements (including, without limitation, those actions referred to in this paragraph).

在若干情況下，該等行動一般可能延誤或阻止此開戶表格的處理、有關基金之交易交收或關聯方責任之履行。關聯方在該等情況下可拒絕任何申請。關聯方毋須對本人／吾等或任何其他人士因關聯方為遵守相關規定所採取的任何行動（包括但不限於本段所指的該等行動）而全部或部分引起或導致任何訂約方蒙受的損失（不論直接或相應而生，並包括但不限於盈利或權益的損失）或損害承擔任何責任。

As part of the responsibility of the Fund(s) and the Relevant Parties to comply with any Relevant Requirements, the Relevant Parties may require further information, including detailed verification of our identity and the source of the payment of application monies. The Fund(s) and the Relevant Parties reserve the right to request such information as is necessary to verify the identity of an applicant and the source of the payment. In the event of delay or failure by us to produce any information required, the Relevant Parties may refuse to accept the subscription and the subscription money relating to the application and refuse to pay any redemption proceeds. The Relevant Parties may also in their absolute discretion process the subscription or redemption without receiving such further information. We shall indemnify each of the Relevant Parties against any loss resulting from any of them rejecting, delaying, non-processing or processing this application or payment of redemption proceeds. No redemption payment will be made from an investor holding until all required documentation has been received by the Relevant Parties to their satisfaction in regard to any Relevant Requirements purposes.

作為基金及相關各方遵守任何相關要求的責任的一部分，相關各方可索取進一步資料，包括對本人／吾等身分及申請款項之支付來源之詳盡核實。基金及相關各方保留相關權利，可視乎必要索取有關資料，以核實某申請人之身分及支付來源。若本人／吾等延遲或未能提供任何所需資料，則相關各方可拒絕接受認購以及申請相關認購款項，並拒絕支付任何贖回款項。相關各方亦可絕對酌情決定處理有關的認購或贖回，而不收取有關的進一步資料。對於因任何相關各方拒絕接受、延遲、不處理或處理此申請或贖回款項之支付而導致的任何損失，本人／吾等須對相關各方中的每一名作出彌償。在相關各方收訖全部所需文件並就任何相關要求而對此感到滿意之前，概不會從投資者持有量中作出贖回付款。

7. Client money

客戶資金

Client monies/assets received or held by HTHK overseas are subject to the applicable laws and regulations of the relevant overseas jurisdiction. Consequently, such monies/assets may not enjoy the same protection as that conferred on client monies/assets received or held in Hong Kong.

HTHK 於海外收取或持有的客戶資金／資產須遵守相關海外司法權區適用的法律及法規。因此，有關資金／資產未必享有與於香港收取或持有的客戶資金／資產獲得的相同保障。

8. Services and fees and non-independent intermediary

服務及費用及非獨立中介

HIFH offers a broad selection of Fund(s) from the HSBC Group, for different types of investors. HIFH offers HSBC Funds only. Where HIFH is the manager or investment adviser of the Fund, it acts as principal in offering such Funds to the investors. Where HIFH is not the manager or investment adviser of the Fund, it acts as an agent. Where required, HIFH assesses the suitability of the available HSBC Funds each time HIFH offers Fund(s) to us but HIFH does not undertake to monitor the suitability of our investments on an on-going basis. The characteristics of an investment may change over time, or our circumstances or requirements may change over time. HIFH is remunerated by way of commission paid by the manager of the Funds. The Fund(s) distributed by HIFH are provided by various issuers, including HIFH itself (when it is acting as the manager or investment adviser of the Fund(s)) and affiliates of HIFH.

HIFH 為不同類型的投資者提供滙豐集團的多種基金選擇。HIFH 僅提供滙豐基金。HIFH 如作為基金經理或投資顧問，則擔任向投資者提供此類基金的主理人。HIFH 如不是基金經理或投資顧問，則擔任代理人。如有需要，HIFH 在每次向我們提供基金時評估現有滙豐基金的適宜程度，但不承諾持續監控我們投資的適宜程度。投資的特點可隨時間而改變，或我們的環境或要求可隨時間而改變。HIFH 的報酬來自基金經理支付的佣金。HIFH 分銷的基金由多家發行人提供，包括 HIFH 本身（當其擔任基金經理或投資顧問時）及 HIFH 的聯屬機構。

HIFH is not an independent intermediary, as (i) HIFH acts as distributor / manager / agent of the Fund(s). HIFH and its affiliates are entitled to receive commission and other fees from the fund house(s) / the Fund(s), including full or partial rebate of the initial charge (if any) up to the rate as stated in the latest offering document(s) (currently up to 4.50%), the switching fee (subject to any cap specified in the latest offering document(s)), up to 100% of the funds' annual management fee as ongoing fee every year throughout the term of our investment and other fee (if any) charged on the relevant class of units or shares of the Fund(s), and (ii) for Fund(s) managed by HSBC Global Asset Management or other members of the HSBC Group, HIFH (being a distributor / agent of the Fund(s)) and the fund manager(s) are both members of the HSBC Group.

HIFH 並非獨立中介，原因為(i)HIFH 擔任基金的分銷商／經理／代理人。HIFH 及其聯屬機構有權向基金公司／基金收取佣金及其他費用，包括首次收費（如有）的全額或部分回扣，其費率以最新發售文件所述為準（目前最高的 4.50%）、轉換費（根據最新發售文件列明的任何上限）、在我們整段投資期限內每年的持續費用，最高達基金年度管理費的 100% 及就基金的相關類別單位或份額收取的其他費用（如有），及(ii)如屬由滙豐環球投資管理或滙豐集團其他成員管理的基金，HIFH（作為基金的分銷商／代理人）及基金經理均屬滙豐集團的成員。

HIFH may offer discounts on the fees it charges based on factors including investment amount, client nature etc., at the sole discretion of HIFH. Please refer to the latest offering document(s) of the relevant Fund(s) for further details of such and other fees and expenses. HIFH will notify the Applicant if there is a material change to its services, fees or its corporate and licensing information provided in the box at the end of this Account Opening Form.

HIFH 可根據投資金額、客戶性質等因素對收取的費用提供折扣，由 HIFH 全權酌情釐定。有關該等及其他費用及開支的其他詳情，請參閱有關基金的最新發售文件。如此開戶表格末尾框中規定的服務、費用或其公司及授權資料發生重大變動，HIFH 將通知申請人。

Subject to clause 22, HIFH shall not be liable for any direct or indirect losses, damages, costs or expenses arising directly or indirectly out of or in connection with HIFH, as distributor, or as manager or investment adviser of the Fund(s) facilitating the subscription of the Fund(s) by us.

根據第 22 條，HIFH 不承擔任何因或就 HIFH 擔任促使我們認購基金的基金管理人或投資顧問直接或間接引致的任何直接或間接損失、損害賠償、成本或費用。

9. Product information

產品資料

Each Fund has a different investment strategy and invests in different products. In relation to Fund(s) classified as derivative product(s), HIFH will provide the Applicant upon request, additional information about such Fund(s). We understand that investment in a Fund which has been classified as a derivative product may require a financial derivatives knowledge assessment. We acknowledge and agree that we may be restricted from investing in such Fund(s) if we do not possess the requisite knowledge of derivatives. HIFH reserves the right to reject our subscription.

各基金有不同的投資策略及投資於不同產品。就分類為衍生工具產品的基金而言，HIFH 將應申請人要求提供有關基金的額外資料。本人 / 吾等理解，投資於分類為衍生工具產品的基金可能需要進行金融衍生工具知識評估。本人 / 吾等承認並同意，如本人 / 吾等並不具備衍生工具必要的知識，本人 / 吾等可能在投資有關基金時受到限制。HIFH 保留拒絕本人 / 吾等的認購的權利。

10. Risk disclosure statements

風險披露聲明

Risk of investing in funds

投資基金的風險

The prices of units and shares fluctuate, sometimes dramatically. The price of units or shares 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 units or shares.

單位及股份價格將會波動，且有時波動十分顯著。單位或股份價格可升可跌，甚至變成毫無價值。買賣單位或股份未必一定能夠賺取利潤，反而可能會招致損失。

Risk of trading futures and options

買賣期貨及期權的風險

The risk of loss in trading futures contracts or options is substantial. In some circumstances, we may sustain losses in excess of our initial margin funds. Placing contingent orders, such as "stop-loss" or "stop-limit" orders, will not necessarily avoid loss. Market conditions may make it impossible to execute such orders. We may be called upon at short notice to deposit additional margin funds. If the required funds are not provided within the prescribed time, our position may be liquidated. We will remain liable for any resulting deficit in our account. We should therefore study and understand futures contracts and options before we trade and carefully consider whether such trading is suitable in the light of our own financial position and investment objectives. If we trade options we should inform ourselves of exercise and expiration procedures and our rights and obligations upon exercise or expiry.

買賣期貨合約或期權的虧蝕風險極大。在若干情況下，本人 / 吾等所蒙受的虧蝕可能會超過最初存入的保證金數額。即使本人 / 吾等設定了備用指示，例如「止蝕」或「限價」等指示，亦未必能夠避免損失。市況可能使該等指示無法執行。本人 / 吾等可能會在短時間內被要求存入額外的保證金。假如未能在指定的時間內提供所需數額，本人 / 吾等的未平倉合約可能會被平倉。然而，本人 / 吾等仍然要對本人 / 吾等的戶口內任何因此而出現的短欠數額負責。因此，本人 / 吾等在買賣前應研究及理解期貨合約及期權，以及根據自身的財務狀況及投資目標，仔細考慮有關買賣是否適合本人 / 吾等。如果本人 / 吾等買賣期權，本人 / 吾等應熟悉行使期權及期權到期的程序，以及本人 / 吾等在行使期權及期權到期時的權利與責任。

Risk of trading in leveraged foreign exchange contracts

買賣槓桿式外匯合約的風險

The risk of loss in leveraged foreign exchange trading can be substantial. We may sustain losses in excess of our initial margin funds. Placing contingent orders, such as "stop-loss" or "stop-limit" orders, will not necessarily limit losses to the intended amounts. Market conditions may make it impossible to execute such orders. We may be called upon at short notice to deposit additional margin funds. If the required funds are not provided within the prescribed time, our position may be liquidated. We will remain liable for any resulting deficit in our account. We should therefore carefully consider whether such trading is suitable in light of our own financial position and investment objectives.

槓桿式外匯買賣的虧蝕風險可以極大。本人 / 吾等所蒙受的虧蝕可能超過最初存入的保證金數額。即使本人 / 吾等設定了備用指示，例如「止蝕」或「限價」等指示，亦未必可以將虧損限制於擬定金額。市況可能使該等指示無法執行。本人 / 吾等可能會在短時間內被要求存入額外的保證金。假如未能在指定的時間內提供所需數額，本人 / 吾等的未平倉合約可能會被平倉。本人 / 吾等仍然要對本人 / 吾等的戶口內任何因此而出現的短欠數額負責。因此，本人 / 吾等應根據自身的財務狀況及投資目標仔細考慮有關買賣是否適合本人 / 吾等。

Risk of trading Growth Enterprise Market stocks

買賣創業板股份的風險

Growth Enterprise Market (GEM) stocks involve a high investment risk. In particular, companies may list on GEM with neither a track record of profitability nor any obligation to forecast future profitability. GEM stocks may be very volatile and illiquid. We should make the decision to invest only after due and careful consideration. The greater risk profile and other characteristics of GEM mean that it is a market more suited to professional and other sophisticated investors. Current information on GEM stocks may only be found on the internet website operated by The Stock Exchange of Hong Kong Limited. GEM Companies are usually not required to issue paid announcements in gazetted newspapers. We should seek independent professional advice if we are uncertain of or have not understood any aspect of this risk disclosure statement or the nature and risks involved in trading of GEM stocks.

創業板股份涉及高投資風險。尤其是，公司可在無需盈利能力往績記錄及無需預測未來盈利能力的情况下在創業板上市。創業板股份可能非常波動及流通性很低。本人 / 吾等應在審慎及仔細考慮後，方作出投資決定。創業板的較高風險及其他特徵，表示其較適合專業及其他熟悉投資技巧的投資者。創業板股份的現有資料僅可在香港聯合交易所有限公司所運作的互聯網網站獲取。創業板上上市公司一般毋須在憲報指定的報章刊登付費公告。如本人 / 吾等不確定或尚未理解此風險披露聲明的任何方面或買賣創業板股份的性質及涉及的風險，應尋求獨立的專業意見。

Risk of providing an authority to hold mail or to direct mail to third parties

提供代存郵件或將郵件轉交第三方的授權書的風險

If we provide the licensed or registered person with an authority to hold mail or to direct mail to third parties, it is important for us to promptly collect in person all contract notes and statements of our account and review them in detail to ensure that any anomalies or mistakes can be detected in a timely fashion.

如本人 / 吾等向持牌人或註冊人提供授權書以代存郵件或將郵件轉交第三方，本人 / 吾等必須及時親自收取自身戶口的所有成交單據及結單，並加以細閱，以確保可及時發現任何差異或錯誤。

Risk of trading Nasdaq-Amex securities at The Stock Exchange of Hong Kong Limited

在香港聯合交易所有限公司買賣納斯達克-美國證券交易所證券的風險

The securities under the Nasdaq-Amex Pilot Program ("PP") are aimed at sophisticated investors. We should consult the licensed or registered person and become familiarised with the PP before trading in the PP securities. We should be aware that the PP securities are not regulated as a primary or secondary listing on the Main Board or the Growth Enterprise Market of The Stock Exchange of Hong Kong Limited.

按照納斯達克-美國證券交易所試驗計劃（「試驗計劃」）掛牌買賣的證券乃為熟悉投資技巧的投資者而設。本人 / 吾等在買賣試驗計劃的證券之前，應先諮詢持牌人或註冊人的意見及熟悉試驗計劃。本人 / 吾等應知悉，按照該項試驗計劃掛牌買賣的證券並非以香港聯合交易所有限公司的主板或創業板作第一或第二上市的證券類別加以監管。

Please also refer to the risk disclosure statements contained in the latest offering document(s) of the relevant Fund(s).

亦請參閱相關基金的最新發售文件所載的風險披露聲明。

11. Dividends and distributions

股息及分派

If the dividends or distributions payable to us are more than USD50 (or its equivalent in other currencies), we can instruct HIFH to pay the proceeds to us, in which case all payment will be made in the dealing currency of the relevant class of the relevant Fund. HIFH reserves the right to waive any minimum distribution payment requirement. HIFH reserves the right of not to reinvest the dividends and distributions for us and the relevant proceeds will be paid to us accordingly.

如應付本人 / 吾等的股息或分派多於 50 美元 (或其等值的其他貨幣)，本人 / 吾等可指示 HIFH 向本人 / 吾等支付所得款項，在該情況下，所有付款將以相關基金的相關類別的買賣貨幣支付。HIFH 保留豁免任何最低分派付款規定的權利。HIFH 保留不將本人 / 吾等的股息及分派作再投資的權利，而相關所得款項將相應支付予本人 / 吾等。

12. Notification of errors

通知錯誤

We must examine contract notes and statements sent to us. If we do not notify HIFH of any errors within 30 days of issue of the statement or contract note, we will be deemed to have waived our right to raise any objections in relation to them.

本人 / 吾等必須檢查向本人 / 吾等發出的成交單據及結單。如本人 / 吾等於發出結單或成交單據後 30 日內並無通知 HIFH 存在任何錯誤，本人 / 吾等將被視為放棄就其提出異議的權利。

13. Indemnity and set off

彌償及抵銷

We agree to indemnify HIFH against any actions, proceedings, claims, losses, liability, cost and expenses (including attorneys' fees, taxes and penalties) resulting, directly or indirectly, from any misrepresentation or breach of any warranty, condition, covenant or agreement in this Account Opening Form or in any other documents or information delivered by us to HIFH or out of or in connection with accepting, relying on, acting or failing to act on any instructions given or purported to be given by us or otherwise in connection with our investments, unless arising through HIFH's fraud, wilful default or negligence. We confirm that HIFH may set off any claim that HIFH may have against us against any cash held by HIFH on our account.

本人 / 吾等同意就因任何失實陳述或違反此開戶表格內或本人 / 吾等向 HIFH 遞交的任何其他文件或資料內的任何保證、條件、契諾或協議或因為或就接納、依賴、執行或未能執行由本人 / 吾等發出或據稱由本人 / 吾等發出或其他有關本人 / 吾等投資的任何指示直接或間接導致的任何行動、訴訟、索償、損失、責任、成本及開支 (包括律師費、稅項及罰金) 向 HIFH 作出彌償，惟因 HIFH 欺詐、故意違責或疏忽引起者除外。本人 / 吾等確認，HIFH 可以 HIFH 於本人 / 吾等的戶口中持有的任何現金抵銷對本人 / 吾等的任何索償。

14. Nominee

代名人

We acknowledge that units or shares may be held by HSBC Nominees (Hong Kong) Limited, a company incorporated in Hong Kong and is a wholly owned subsidiary of The Hongkong and Shanghai Banking Corporation Limited, or by such other nominee company directly or indirectly owned by HSBC Holdings PLC, a public company incorporated in England and Wales (the "Nominee").

本人 / 吾等承認，基金單位或股份可由 HSBC Nominees (Hong Kong) Limited (一家在香港註冊成立的公司，及為香港上海滙豐銀行有限公司的全資子公司) 或其他 HSBC Holdings PLC (一家根據英格蘭及威爾斯法律成立的公眾有限公司) 直接或間接擁有的代名人公司 (「代名人」) 持有。

With respect to any investment in the shares of HSBC Global Investment Funds, HSBC Portfolios or HSBC Global Funds ICAV (each a "Relevant Fund"):

就滙豐環球投資基金、滙豐組合或滙豐環球基金 ICAV (各自為「相關基金」) 股份中的任何投資而言：

- We hereby appoint and authorize HIFH as our agent to enter into, for and on our behalf, a custody agreement with The Hongkong and Shanghai Banking Corporation (i) appointing The Hongkong and Shanghai Banking Corporation Limited as our custodian to safekeep the shares in the Relevant Fund(s) (the "Relevant Shares"), and (ii) on such terms as The Hongkong and Shanghai Banking Corporation Limited, as custodian, shall agree and customarily contract on, on an arms-length basis (the "Custody Agreement").
本人 / 吾等謹此委任及授權 HIFH 作為本人 / 吾等的代理人，代表本人 / 吾等與香港上海滙豐銀行有限公司訂立託管協議，以(i)委任香港上海滙豐銀行有限公司作為本人 / 吾等的託管人，保管於相關基金中的股份 (「相關股份」)；及(ii)香港上海滙豐銀行有限公司 (作為託管人) 須按公平原則協定並按慣例訂立合約 (「託管協議」)。
- We acknowledge and agree that The Hongkong and Shanghai Banking Corporation Limited, as custodian, shall in turn appoint the Nominee to hold the legal title to, and be the registered holder of the Relevant Shares for our benefit, on such terms as The Hongkong and Shanghai Banking Corporation Limited, as custodian, shall agree and customarily contract on, on an arms-length basis.
本人 / 吾等確認並同意，香港上海滙豐銀行有限公司 (作為託管人) 須指定代名人為本人 / 吾等利益擁有相關股份的合法所有權，並成為相關股份的註冊持有人，而香港上海滙豐銀行有限公司 (作為託管人) 須按公平原則協定並按慣例訂立合約。
- We acknowledge that this means that whilst we hold the beneficial interest in the Relevant Shares, the legal title to the Relevant Shares will be vested in the Nominee.
本人 / 吾等確認，此舉代表儘管本人 / 吾等持有相關股份的實益權益，惟相關股份的法定所有權將歸屬於代名人。
- We acknowledge that we may request a copy of the Custody Agreement from HIFH by written request.
本人 / 吾等確認，本人 / 吾等可提出書面要求向 HIFH 索取託管協議的副本。

We agree that the following terms and conditions shall apply to the nominee service:

本人 / 吾等同意以下適用於代名人服務的條款及細則：

- On our instructions to HIFH, the Nominee will (i) convert our units or shares into units or shares of any other Fund (subject to the minimum investment requirement); (ii) redeem our Units and pay the redemption proceeds to us; (iii) transfer the units or shares into our name; (iv) exercise powers of voting conferred by the Units, or, in the absence of such instructions, as it deems to be in our best interest. For the avoidance of doubt, neither HIFH nor the Nominee shall have a duty to exercise any voting right except upon our instructions. In giving instructions to HIFH, we agree to allow sufficient time for HIFH to procure the Nominee to act on the instructions.
根據本人 / 吾等向 HIFH 發出的指示，代名人將(i)轉換本人 / 吾等的單位或股份至任何其他基金的單位或股份 (受限於最低投資規定)；(ii)贖回本人 / 吾等的單位並向本人 / 吾等支付贖回款項；(iii)將單位或股份轉讓至本人 / 吾等的名下；(iv)行使單位授予的投票權，或在並無有關指示下，則以其視為符合本人 / 吾等最佳利益的方式行事。為免疑問，除非本人 / 吾等發出指示，否則 HIFH 及代名人並無行使任何投票權的責任。就向 HIFH 發出指示而言，本人 / 吾等同意會給予 HIFH 足夠時間以促使代名人執行指示。

- (2) The Nominee or HIFH will forward to us all documents that are issued to unitholders / shareholders.

代名人或 HIFH 將向本人 / 吾等轉寄向單位持有人 / 股東發出的所有文件。

- (3) We agree to indemnify the Nominee against all costs, expenses, and liabilities (other than those arising from the Nominee's negligence or willful default) arising from the fact that the units or shares are registered in the name of the Nominee, or arising from the discharge of this nominee service.

本人 / 吾等同意就以代名人義登記的單位或股份造成或因履行此代名人服務產生的所有成本、開支及負債向代名人作出彌償（因代名人疏忽或故意違責引起者除外）。

- (4) We agree that the Nominee may terminate the nominee arrangement and transfer the units or shares into our own name on giving us 30 days' written notice.

本人 / 吾等同意，代名人可向本人 / 吾等發出 30 日的書面通知終止代名人安排及轉讓單位或股份至本人 / 吾等自身名下。

15. Third Parties' Right

第三者權利

A person who is not a party to this Account Opening Form has no right under the Contracts (Rights of Third Parties) Ordinance to enforce or to enjoy the benefit of any term under this Account Opening Form. No person other than HIFH and us will have any right to enforce the provisions of this Account Opening Form.

非此開戶表格一方的人士無權根據《合約（第三者權利）條例》強制執行或享有此開戶表格的任何條款中的利益。除 HIFH 及本人 / 吾等外，任何人士並無強制執行此開戶表格條文的權利。

16. Personal Data or confidential information

個人資料或保密資料

- (1) Information (including personal data, confidential information and information necessary to assess tax status) provided by us in this Account Opening Form, and details of transactions or dealings between us and the management company or the manager of the relevant Fund will be used, shared, stored, processed, transferred and disclosed (in and outside Hong Kong) so that the management company / manager of the relevant Fund or a member of the HSBC Group can carry out its obligations in respect of the Fund or for other purposes including but not limited to (a) providing services to us as a shareholder or unitholder, (b) fulfilling or complying with any applicable statute, law, regulation, ordinance, rule, judgment, decree, voluntary code, directive, sanctions regime, court order, agreement with authorities ("Laws"); any demands from authorities or obligations under Laws; and Laws requiring any member of the HSBC Group to verify our identity ("Compliance Obligations"), (c) detecting, investigating and preventing fraud, money laundering, bribery or corruption, sanctions violations, tax evasion and any other crime or attempts to violate laws and fulfilling related Compliance Obligations, (d) enforcing or defending HSBC Group's, or a member of the HSBC Group's rights, (e) fulfilling internal operational requirements of the HSBC Group, (f) maintaining HSBC Group's overall relationship with the shareholder or unitholder.

本人 / 吾等在此開戶表格中提供的資料（包括個人資料、保密資料，以及評定稅務狀況所需的資料），以及本人 / 吾等與相關基金的管理公司或基金經理之間的交易或買賣詳情，將（於香港境內及境外）予以使用、分享、儲存、處理、轉移及披露，使相關基金的管理公司 / 基金經理或滙豐集團某成員公司得以履行其關於基金或在其他方面的責任，包括但不限於：(a)向本人 / 吾等（作為股東或單位持有人）提供服務；(b)符合或遵守任何適用的規程、法律、法規、條例、規則、判決、判令、自願性守則、指令、制裁體制、法令、與當局訂立的協議（「法律」）；在法律下當局提出的任何索求或責任；以及規定滙豐集團任何成員公司須核實本人 / 吾等身分的法律（「合規責任」）；(c)偵察、調查及防止欺詐、洗錢、賄賂或貪污、制裁觸犯情況、逃稅以及任何其他罪行或者試圖觸犯法律及不符合相關合規責任的情況；(d)強制執行或捍衛滙豐集團或滙豐集團某成員公司的權利；(e)符合滙豐集團的內部營運規定；(f)維持滙豐集團與該股東或單位持有人的整體關係。

- (2) Provision of any personal data is voluntary. However, failure to provide information may result in HIFH, the management company / manager, the investment adviser or the trustee of the relevant Fund (including their delegates and employees) being unable to process our application or provide services to us, taking appropriate action or reporting to regulatory or tax authorities to comply with any laws or guidelines issued by such authorities. Information may be shared with other parties including but not limited to entities within the HSBC Group (provided that such information will be protected by HSBC Group's data protection policy).

提供任何個人資料純屬自願性質。然而，如未能提供資料，可能導致 HIFH、相關基金的管理公司 / 基金經理、投資顧問或受託人（包括其代表及僱員）未能處理本人 / 吾等的申請或為本人 / 吾等提供服務、採取合適行動或向監管或稅務機關匯報以遵守由有關機關頒佈的任何法律或指引。資料可能會與其他各方（包括但不限於滙豐集團內的實體）共享（惟有關資料將受滙豐集團的資料保護政策保護）。

- (3) We have the right to request access to and correction of any personal data or to request the personal data not to be used for direct marketing purposes.

本人 / 吾等有權要求查閱及改正任何個人資料或要求個人資料不得作直接促銷用途。

- (4) Collection and use of personal data will be subject to the requirements under the Personal Data (Privacy) Ordinance of Hong Kong.

收集及使用個人資料須遵守香港《個人資料（私隱）條例》的規定。

- (5) In providing any information to HIFH, we will be deemed to have received the necessary consent for so doing (where required) from any third parties. We will be deemed to have been authorised by such third parties to provide the information to HIFH and such third party accepts and agrees to be bound by the "Notice relating to the Personal Data (Privacy) Ordinance".

本人 / 吾等向 HIFH 提供任何資料將被視為已自任何第三方就此收到有關必要同意（如需要）。本人 / 吾等將被視為已獲有關第三方授權向 HIFH 提供資料，

而有關第三方接受並同意受「關於個人資料（私隱）條例的通知」約束。

17. Transfer of Data

資料的轉移

Where (a) HSBC Institutional Trust Services (Asia) Limited ("HTHK") or HSBC Trustee (Cayman) Limited ("HKIC") (as the case may be) is acting as the trustee to, or the Hong Kong representative in respect of the relevant Fund, (b) HIFH offers HSBC Funds to us, or (c) we invest in the shares of a Relevant Fund and have appointed HIFH as our agent to enter into, for and on our behalf, a custody agreement with The Hongkong and Shanghai Banking Corporation Limited appointing The Hongkong and Shanghai Banking Corporation Limited as our custodian to safekeep the Relevant Shares and, in turn, appoint the Nominee to be the registered holder of and hold legal title to the Relevant Shares for our benefit (pursuant to Clause 14 of these Terms and Conditions), HIFH, HTHK, HKIC, The Hongkong and Shanghai Banking Corporation Limited or the Nominee (as the case may be), and/or its delegates/affiliates may, subject to the requirements of applicable laws and regulations, disclose and transfer our information provided in this Account Opening Form and otherwise in connection with our application to the relevant Fund, the custodian, the prime broker (if any), the service providers of the Fund, the auditors, the management company, the manager and the investment adviser, The Hongkong and Shanghai Banking Corporation Limited and the Nominee including any of their employees, officers, directors and agents and/or their affiliates within or outside Hong Kong or to any third party within or outside Hong Kong employed to provide administrative, computer or other services or facilities to any person to whom data is provided or may be transferred as aforesaid and/or to any regulatory authority entitled thereto by law or regulation (whether statutory or not) in connection with our investment in the Fund, which may be outside Hong Kong. All such information may be retained after the termination of the Fund or the transfer of its holding. Provision of any personal data is voluntary. However, failure to provide information may result in the trustee, the management company, manager or investment adviser, the Hong Kong representative, The Hongkong and Shanghai Banking Corporation Limited or the Nominee and/or their respective delegates / affiliates being unable to accept and/or process our

application or to provide services to us or taking appropriate action or reporting to tax authorities or to comply with any laws or guidelines issued by regulatory or other authorities. All authorized persons representing the investors have the right of access to, and to correct and update, all their records (whether held on computer files or manually) held by HIFH, HTHK or HKIC, The Hongkong and Shanghai Banking Corporation Limited or the Nominee (as the case may be) and/or its delegates/affiliates. A copy of such record will be provided to an investor who requests it, upon the payment of a modest administration charge to cover the costs of complying with such requests. Requests should be made in writing to the relevant Data Protection Officer at the address set out in the "Notice relating to Personal Data Privacy Ordinance" of HIFH or clause 18 below.

如 (a) 滙豐機構信託服務 (亞洲) 有限公司 (「HTHK」) 或 HSBC Trustee (Cayman) Limited (「HKIC」) (視乎情況而定) 擔任相關基金的受託人或香港代表、或 (b) 如 HIFH 向本人 / 吾等提供滙豐基金、或 (c) 如本人 / 吾等投資於相關基金中的股份、並委任 HIFH 作為本人 / 吾等的代理人、代表本人 / 吾等與香港上海滙豐銀行有限公司訂立託管協議、以委任香港上海滙豐銀行有限公司作為本人 / 吾等的託管人、保管相關股份、而香港上海滙豐銀行有限公司將指定代名人為本人 / 吾等利益成為相關股份的註冊持有人、並擁有相關股份的合法所有權 (根據本條款及細則的第 14 條)、則 HIFH、HTHK、HKIC、香港上海滙豐銀行有限公司或代理人 (視乎情況而定) 及 / 或其代表 / 聯屬人士可 (須遵守適用的法律及法規的規定) 向相關基金、託管人、主要經紀 (如有)、基金的服務供應商、核數師、管理公司、基金經理及投資顧問、香港上海滙豐銀行有限公司及代理人 (包括其任何僱員、主管、董事及代理及 / 或其聯屬人士 (於香港境內或境外) 或向獲委聘向按上文所述獲提供或可能獲轉移資料的任何人士提供行政、電腦或其他服務或設施的任何第三方 (於香港境內或境外) 及 / 或向根據法律或法規 (不論是否法定) 有權就本人 / 吾等於基金的投資獲得有關資料的任何監管機關 (其可能在香港境外) 披露及轉移本人 / 吾等於此開戶表格提供的資料、及有關本人 / 吾等申請的其他資料。所有有關資料可能會於終止基金或轉讓其股份後保留。提供任何個人資料純屬自願性質。然而、未能提供資料可能導致受託人、管理公司、基金經理或投資顧問、香港代表、香港上海滙豐銀行有限公司或代理人及 / 或其各自的代表 / 聯屬人士未能接受及 / 或處理本人 / 吾等的申請或為本人 / 吾等提供服務或採取合適行動或向稅務機關匯報或遵守由監管或其他機關頒佈的任何法律或指引。所有代表投資者的獲授權人士有權存取、更改及更新由 HIFH、HTHK 或 HKIC、香港上海滙豐銀行有限公司或代理人 (視乎情況而定) 及 / 或其代表 / 聯屬人士持有其所有記錄 (不論是電腦檔案或手寫記錄)。有關記錄的副本將應投資者要求提供、惟投資者須按受理有關要求的成本支付適當的行政費。投資者須按載於 HIFH 的「關於個人資料 (私隱) 條例的通知」或下文第 18 條的地址以書面形式向有關的資料保護主任提出有關要求。

18. HTHK or HKIC (as the case may be) Data Privacy Statement

HTHK 或 HKIC (視乎情況而定) 資料私隱聲明

Where HTHK or HKIC (as the case may be) is acting as the trustee to, or the Hong Kong representative in respect of the relevant Fund, we agree that HTHK or HKIC (as the case may be) and its delegates/affiliates may process our information including personal data (if any) for the purposes of providing services to the relevant Fund, performing HTHK's or HKIC's (as the case may be) and/or its delegates/affiliates' legal and regulatory obligations and conducting financial crime risk management and other activities, including disclosing those data to the relevant Fund and to third parties and transferring them internationally, all as more fully described in the data privacy statement of HTHK or HKIC (as the case may be), a copy of which is available from:

如 HTHK 或 HKIC (視乎情況而定) 擔任相關基金的受託人或香港代表、本人 / 吾等同意、HTHK 或 HKIC (視乎情況而定) 及其代表 / 聯屬人士可處理本人 / 吾等的資料、包括個人資料 (如有) 以向相關基金提供服務、履行 HTHK 或 HKIC (視乎情況而定) 及 / 或其代表 / 聯屬人士的法律及監管責任、並且進行金融罪行風險管理及其他活動、包括向相關基金及第三方披露該等資料及在國際間轉移有關資料、更多詳情載於 HTHK 或 HKIC (視乎情況而定) 的資料私隱聲明、其可經以下途徑獲得：

The Data Protection Officer 資料保護主任

HSBC Institutional Trust Services (Asia) Limited 滙豐機構信託服務 (亞洲) 有限公司

c/o The Hongkong and Shanghai Banking Corporation Limited 香港上海滙豐銀行有限公司

P.O. Box 72677, Kowloon Central Post Office

Hong Kong 香港九龍中環郵政局郵政信箱 72677 號

Email 電郵: dfv.enquiry@hsbc.com.hk

19. Recording

錄音

We consent to the recording of telephone conversations between HTHK or HKIC (as the case may be), HIFH, the management company / manager or the investment adviser of the relevant Fund and ourselves; and we acknowledge that any such tape recordings may be used for any purposes, including in evidence in proceedings relating to the service agreements between HTHK or HKIC (as the case may be) and the Fund and any dispute involving HIFH or us.

本人 / 吾等同意可就 HTHK 或 HKIC (視乎情況而定)、HIFH、相關基金的管理公司 / 基金經理或投資顧問與本人 / 吾等之間的電話對話錄音; 本人 / 吾等承認、任何有關錄音記錄可用作任何用途、包括作為有關 HTHK 或 HKIC (視乎情況而定) 與基金訂立的服務協議及涉及 HIFH 或本人 / 吾等任何爭議的訴訟的證據。

20. Termination

終止

HIFH reserves the right to terminate our account when our holdings in any Fund are fully redeemed.

如本人 / 吾等悉數贖回於任何基金的股份、HIFH 保留終止本人 / 吾等戶口的權利。

21. Suitability of products

產品的合適性

If HIFH solicits the sale of or recommend any financial product to us, the financial product must be reasonably suitable for us having regard to our financial situation, investment experience and investment objectives. No other provision of this Account Opening Form or any other document HIFH may ask us to sign and no statement HIFH may ask us to make derogates from this clause. This clause 22 shall not be applicable to (A) an institutional professional investor (which is a person falling under paragraphs (a) to (i) of the definition of "professional investor" in section 1 of Part 1 of Schedule 1 of the Securities and Futures Ordinance and the definition of "Institutional Professional Investor" in paragraph 15.2 of the Code of Conduct for Persons Licensed by or Registered with the Securities and Futures Commission (the "Code of Conduct") or (B) a corporate professional investor (which is a person falling under section 3(a), (c) and (d) of the Securities and Futures (Professional Investor) Rules and the definition of "Corporate Professional Investor" in paragraph 15.2 of the Code of Conduct, who has passed the Corporate Professional Investors Assessment and have agreed to be treated as a professional investor by returning a signed declaration to indicate such consent.

如 HIFH 向本人 / 吾等招攬銷售或建議任何金融產品、該金融產品必須是經考慮本人 / 吾等的財務狀況、投資經驗及投資目標後而認為合理地適合本人 / 吾等的產品。此開戶表格的其他條文或 HIFH 可能要求本人 / 吾等簽署的任何其他文件及 HIFH 可能要求本人 / 吾等作出的聲明概不會減損本條款的效力。此第 22 條不適用於 (A) 機構專業投資者 (根據證券及期貨條例附表 1 第 1 部第 1 條第(a)至(i)段定義為「專業投資者」及證券及期貨事務監察委員會持牌人或註冊人操守準則 (「操守準則」) 第 15.2 段定義為「機構專業投資者」的人士) 或 (B) 法團專業投資者 (屬於《證券及期貨 (專業投資者) 規則》第 3(a)、(c) 及 (d) 條及操守準則第 15.2 段定義為「法團專業投資者」的人士 (其已通過法團專業投資者評估並透過交回已簽署的聲明表示同意被視為專業投資者))。

If we enter into a transaction with HIFH to invest in a product without or inconsistent with any solicitation or recommendation from HIFH, HIFH will not have any obligation or duty to assess whether or ensure that the product is suitable for us. We acknowledge and agree that it is our sole responsibility to assess and to satisfy ourselves that the transaction is appropriate for us. Except as otherwise set out herein, HIFH is not liable for any loss (including indirect or consequential loss), cost or damage of any kind incurred or suffered by us or any other person with respect to or arising out of any transactions without or inconsistent with any solicitation or recommendation from HIFH.

如本人 / 吾等與 HIFH 訂立投資產品的交易、而該產品並非經 HIFH 招攬或建議、或與其任何招攬或建議不符、HIFH 將並無責任或義務評估或確保產品是否適合本人 / 吾

等。本人 / 吾等承認並同意。本人 / 吾等須就評估交易是否適合本人 / 吾等及本人 / 吾等合乎交易資格負全責。除本文另有指明者外，HIFH 毋須對任何並非經 HIFH 招攬或建議，或與其任何招攬或建議不符的任何交易有關或導致本人 / 吾等或任何其他人士產生或蒙受任何類型的任何損失（包括間接或相應而生的損失）、成本或損害承擔責任。

For the purpose of assessing suitability in accordance with this clause, HIFH will rely on the information we provide so it is important that we provide HIFH with information (including, without limitation, information on our financial situation, investment experience and investment objectives) that is complete, accurate and up-to-date.

為根據本條款評估合適性，HIFH 將依賴本人 / 吾等提供的資料，故本人 / 吾等必須向 HIFH 提供完整、準確及最新的資料（包括但不限於有關本人 / 吾等的財務狀況、投資經驗及投資目標的資料）。

Before entering into a transaction with HIFH involving a financial product, it is important that we fully understand that:-

與 HIFH 訂立涉及金融產品的交易前，本人 / 吾等必須完全理解以下各項：-

- (a) HIFH has no on-going responsibility to ensure that a product HIFH has solicited the sale of or recommended to us remains suitable for us;
HIFH 並無持續責任確保 HIFH 向本人 / 吾等招攬銷售或建議的產品仍然適合本人 / 吾等；
- (b) if circumstances relating to us, the product or its issuer or general market conditions change, the financial product which HIFH has solicited the sale of or recommended to us may no longer be suitable for us; and
如與本人 / 吾等、產品或其發行人或一般市況有關的情況發生變動，HIFH 向本人 / 吾等招攬銷售或建議的金融產品可能不再適合本人 / 吾等；及
- (c) HIFH does not provide legal, tax or accounting advice on our investments, and we should therefore consider obtaining independent professional advice (including legal, tax and accounting advice) about our investments where necessary.
HIFH 不會對本人 / 吾等的投資提供法律、稅務或會計意見。因此，本人 / 吾等應考慮就本人 / 吾等的投資取得所需的獨立專業意見（包括法律、稅務及會計意見）。

Before we invest in a financial product, we need to ensure that we consider our own circumstances and understand the product features, terms and risks of the financial product(s) that we wish to buy and contact HIFH if we have any questions on the product.

投資金融產品前，本人 / 吾等需要確保本人 / 吾等考慮自身情況及理解本人 / 吾等有意購買的金融產品的產品特點、條款及風險，以及如本人 / 吾等對產品有任何疑問會聯絡 HIFH。

Any solicitation or recommendation and suitability assessment HIFH may have made to us in the past is valid only as at the time it was given. As HIFH has no responsibility to ensure on-going suitability of any financial products, any prior solicitation or recommendation and suitability assessment HIFH has made to us may not be valid as circumstances relating to us or the product may change after such solicitation or recommendation is made.

HIFH 於過往向本人 / 吾等作出的任何招攬或建議及合適性評估僅於其作出時有效。由於 HIFH 並無責任確保任何金融產品的持續合適性，HIFH 先前向本人 / 吾等作出的任何招攬或建議及合適性評估未必一直有效，因為於作出有關招攬或建議後，與本人 / 吾等或產品有關的情況可能變動。

22. Superseding any prior representations and warranties

取代任何先前聲明及保證

This Account Opening Form supersedes any prior representations and warranties in relation to the account with HIFH.

此開戶表格取代有關 HIFH 戶口的任何先前聲明及保證。

23. Alteration

變更

HIFH reserves the right to modify or vary these Terms and Conditions from time to time by giving at least thirty (30) days' written notice prior to the effective date of such modification and/ or variation to us and we agree to be bound by the latest terms and conditions.

HIFH 保留不時修訂或更改此等條款及細則的權利，惟須於有關修訂及 / 或更改生效日期前不少於三十(30)日向本人 / 吾等發出書面通知，而本人 / 吾等同意受最新條款及細則約束。

24. Governing Law

規管法例

These Terms and Conditions shall be governed by the laws of Hong Kong.

該等條款及細則受香港法例規管。

HSBC Investment Funds (Hong Kong) Limited Level 22, HSBC Main Building, 1 Queen's Road Central, Hong Kong	滙豐投資基金（香港）有限公司 香港皇后大道中 1 號滙豐總行大廈 22 樓
Telephone : (852) 2284 1111 Customer Service Hotline : (852) 2284 1118 Facsimile : (852) 3409 2667	電話 : (852) 2284 1111 客戶服務熱線 : (852) 2284 1118 傳真 : (852) 3409 2667
HSBC Investment Funds (Hong Kong) Limited is licensed by the Securities and Futures Commission in Hong Kong to conduct Type 1 (dealing in securities), Type 4 (advising on securities), Type 5 (advising on futures contracts) and Type 9 (asset management) regulated activities (CE Number: AAL518).	滙豐投資基金（香港）有限公司已獲香港證券及期貨事務監察委員會發牌，經營第 1 類（證券交易）、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）的受規管活動（CE 編號：AAL518）。