

綜合理財賬戶申請表格

MasterAccount Application Form

重要：● 填寫本表格前請先小心閱讀隨附之條款及條件，特別是風險聲明條款。● 請以黑墨並用正楷填寫。● 如欲開設綜合理財賬戶，請申請人同時完成並提交「稅務聲明書」及其他所需之文件。● 請把填妥的申請表及其他所需之文件寄回：香港郵政總局信箱 11448 號，摩根基金（亞洲）有限公司收。● 如有任何問題，請聯絡閣下的財務顧問或徵詢獨立意見。
IMPORTANT: ● Please read the attached Terms and Conditions carefully before completing this Application Form, paying special attention to the risk statements. ● Please complete this form in block capitals using black ink. ● For MasterAccount opening, applicant must also complete and submit a relevant Tax Certification Form and other documentation as appropriate. ● Please return the completed Application Form with other required documentation to JPMorgan Funds (Asia) Limited, GPO Box 11448, Hong Kong. ● If you have any questions, please contact your financial adviser or seek independent advice.

(1) 申請人資料 APPLICANT DETAILS

公司名稱 Company Name _____

業務性質/行業 Nature of Business/Industry _____

註冊/商業登記號碼
Incorporation/Business Registration No. _____

註冊日期 Date of Incorporation _____

註冊地點 Place of Incorporation _____

註冊辦事處地址 Registered Office Address
(中文 Chinese) _____

(英文 English) _____

(城市 City) _____ (國家 Country) _____

營業地址 (如與上述不同)
Business Address (if different from the above)
(中文 Chinese) _____

(英文 English) _____

(城市 City) _____ (國家 Country) _____

聯絡人姓名 Contact Name _____

職銜 Job Title _____

電話 Tel. _____
國家編號 country code _____ 電話號碼 tel no _____

傳真 Fax _____
國家編號 country code _____ 傳真號碼 fax no _____

電郵地址 Email _____

(2) 賬戶結單計算貨幣 (只可選擇一項)

PREFERRED STATEMENT CURRENCY (Tick one only)

若無指定其他貨幣，賬戶結單將以美元計算。
If no other currency is selected, statements will be prepared in USD.

澳元	加元	人民幣	歐元	英鎊	港元	日圓	紐元	新加坡元	美元
AUD	CAD	CNY	EUR	GBP	HKD	JPY	NZD	SGD	USD
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

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(3) 語言選擇 (只可選擇一項) PREFERRED LANGUAGE (Tick one only)

若無指定選擇語言， 所有通訊將以英文為本。 If no selection is made, all correspondence will be in English.	中文 CHINESE <input type="checkbox"/>	英文 ENGLISH <input type="checkbox"/>
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(4) 常行收款指示 (必須填寫)

STANDING PAYMENT INSTRUCTIONS (MANDATORY)

請提供最少一個可用於支付贖回款項的銀行賬戶的資料。請注意，指定的銀行賬戶必須以申請人的名義持有。向第三方單獨或共同持有的銀行賬戶付款之指示恕不接納。建議使用與認購存款相同的銀行賬戶，而該賬戶也必須以申請人的名義持有。

此外，以下指定的每種貨幣最多可使用一個銀行賬戶作贖回付款。如欲就多於一種貨幣提供銀行賬戶資料，請將有關之簽署指示附帶於本申請表。

如欲撤銷常行收款指示，則務請在終止日期前以書面提出通知。

Please provide details of at least one bank account to which redemption proceeds can be paid. Please note that the designated bank account must be held in the name of the applicant(s). Instructions to pay to a bank account held solely or jointly in the name of a third party will NOT be accepted. It is recommended to use the same bank account as that for subscription deposits, which is also required to be held in the name of the applicant(s). Further, a maximum of one bank account can be used for redemption payment in each currency specified below. If you wish to provide bank account details for more than one currency, please enclose your SIGNED instructions with this Application Form.

If you wish to change or revoke your standing payment instructions, you are required to send us your instructions with your original signature before the expiry of the said instructions.

銀行名稱 Bank Name _____

銀行地址 Bank Address _____

賬戶持有人姓名 Account Holder Name(s) _____

賬戶號碼 Account No. _____

Swift Code _____

IBAN[△] _____

賬戶貨幣	綜合貨幣(包含人民幣)*	綜合貨幣(不包含人民幣)*	澳元	加元
A/C Currency	Multicurrency (incl CNY)*	Multicurrency (excl CNY)*	AUD	CAD
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
人民幣 [△]	歐元	英鎊	港元	日圓
CNY [△]	EUR	GBP	HKD	JPY
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	紐元	新加坡元	美元	
	NZD	SGD	USD	
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

[△] 為免付款出現延誤，在電匯至歐洲國家戶口時，必須提供 IBAN 號碼。

To avoid any delay in payment, IBAN number must be provided for telegraphic transfer to bank accounts in European countries.

[△] 上投摩根基金之贖回款項及分派支付只可付予閣下的人民幣銀行賬戶。

Redemption proceeds and distribution payments from CIFM Funds may only be paid into your RMB bank account.

* 請確保閣下的綜合貨幣賬戶可用於進行人民幣結算，否則可能造成人民幣基金結算延遲，或銀行可能改以其他貨幣進行結算。閣下亦可直接新增人民幣賬戶以進行人民幣結算。

Please make sure that your multicurrency account can be used for RMB settlement, otherwise your settlement on RMB funds may be delayed or it may be settled in another currency by your bank. Alternatively, you can directly add a RMB account for receiving RMB payment.

(5) 財務顧問/代理人 FINANCIAL ADVISER / INTERMEDIARY

請參閱隨附「綜合理財賬戶」之條款及條件(「條款及條件」)之有關段落。Please refer to the relevant section in the attached MasterAccount Terms and Conditions ("Terms").

公司名稱 Company Name

電郵地址 Email

聯絡人 Contact Name

電話 Tel.

傳真 Fax

國家編號
country code

電話號碼
tel no

國家編號
country code

傳真號碼
fax no

地址 Address

財務顧問/代理人蓋章
Financial Adviser's / Intermediary's Stamp

(6) 聲明及簽署 DECLARATION AND SIGNATURES

- 本人/我們已收到、閱讀及明白隨附之「綜合理財賬戶」之條款及條件(「條款及條件」)，包括有關法律及稅務方面之影響及風險聲明條款。本人/我們並同意受到該等條款及條件之約束及限制。
- 本人/我們會根據自行判斷及本人/我們認為合適之獨立意見，以及在閱讀及明白有關基金/投資公司之香港說明書或銷售文件(或同等文件)後，就是否認購任何基金/股份類別之單位/股份作出獨立決定。本人/我們尤其明白投資於任何對沖基金均涉及特別風險，而假如本人/我們決定投資於任何對沖基金，本人/我們只可在閱讀及完全明白載於有關香港說明書或銷售文件(或同等文件)之風險條款後方作出投資。
- 本人/我們明白有關每項基金/股份類別之收費及付款基礎已於有關基金/投資公司之香港說明書或銷售文件(或同等文件)中列明。
- 本人/我們並非美國人士、美國居民或美國公民。
- 本人/我們並無受到任何適當之證券或其他法律或條例禁止或限制認購、持有或贖回任何基金/股份類別之單位/股份或收取本申請表格或任何香港說明書或銷售文件(或同等文件)。
- 本人/我們在每筆交易中均須遵守所有適用於本人/我們的法律和法規(包括但不限於就本人/我們進行此類交易時應獲得之任何政府部門或其他機關的同意，或須辦理的任何手續)。
- 本人/我們乃以及將以本人之身份行事。
- 公司申請須加蓋公司印章，如適用：本人/我們已獲正式授權代表公司簽立及交付本「綜合理財賬戶」合約及進行交易。公司擁有適當的權利及權力，並已採取一切公司及其他授權行動，訂立本「綜合理財賬戶」合約及據此進行交易，而公司於本合約之義務為有效及具約束力。公司並非(i)根據美國法律成立或註冊，或(ii)由美國人士、美國居民或美國公民以投資於並未根據美國《1933證券法》登記之證券為主要目的而組成。現隨同本申請表格遞交以下文件之有效副本各一份：
 - 獲授權簽署人名單連同身份資料^{##}及文件、董事名單及最少兩位董事之身份證明文件、實益擁有人名單連同身份資料^{##}及文件、核准訂立本「綜合理財賬戶」合約及據此進行交易之董事局決議案、公司組織章程大綱及細則、公司註冊證書及商業登記證書(如適用)、公司擁有權及控制權結構、最近六個月內簽發並由公司註冊處或專業第三者核證之公司查冊報告/職權證明書(現任職位證明書)，或其他開戶所需文件。

^{##} 包括姓名之全稱、出生日期、身份證明文件類別及號碼、國籍及實益擁有人之住宅地址

本人/我們已閱讀及明白摩根基金(亞洲)有限公司所作的以下披露：

- 摩根基金(亞洲)有限公司(「本公司」)已獲香港證券及期貨事務監察委員會(「證監會」)發牌，並為每項基金之經理人或相關經理人之代理。本公司分銷之所有基金均由本公司、摩根大通集團旗下其他有聯繫實體及/或摩根大通集團持有權益之其他實體管理。就分銷此等基金而言，本公司並非獨立中介機構，原因為：
 - 本公司為可能向閣下分銷之基金之發行人，或與可能向閣下分銷之基金之發行人有緊密聯繫或其他法律或經濟關係；及

- I/We have received, read and understood the attached MasterAccount Terms and Conditions ("Terms"), including the provisions relating to Legal and Tax Implications and the Risk Statements, and I/we agree to be bound by and held subject to them.
- I/We shall make our own independent decisions whether to subscribe units/shares in any fund/share class acting upon our own judgment and such independent advice as I/we consider appropriate and having read and understood the Hong Kong explanatory memorandum or offering document (or equivalent) for the relevant fund/investment company. In particular, I/ we acknowledge that there are special risks involved with investment in any hedge fund and if I/we decide to invest in any hedge fund, I/we shall only do so if I/we have read and fully understood the risks set out in the relevant Hong Kong explanatory memorandum or offering document (or equivalent).
- I/We acknowledge that the charges and the basis of payment in relation to each fund/share class are set out in the Hong Kong explanatory memorandum or offering document (or equivalent) for the relevant fund/investment company.
- I am/We are not US persons, residents in or citizens of the United States of America.
- I am/We are not prohibited or restricted by any applicable securities or other laws or regulations from subscribing, holding or redeeming any units/shares in any funds/share classes or from receiving this Application Form and any Hong Kong explanatory memorandum or offering document (or equivalent).
- In relation to each transaction, I am/we are in compliance with all laws and regulations applicable to me/us (including but not limited to the requirement of any governmental or other consents or need to observe any formalities to enable me/us to enter into such transaction).
- I am/We are and will be acting as principal.
- A corporation should affix its company stamp or seal, if any.** I am/We are duly authorised to execute and deliver this MasterAccount agreement and undertake transactions on behalf of the corporation. The corporation has the power and capacity to enter, and has taken all corporate and other actions to authorise its entry, into this MasterAccount agreement and undertake transactions hereunder and its obligations hereunder are valid and binding. The corporation is neither (i) organised or incorporated under the laws of the United States of America, nor (ii) formed by US persons, residents in or citizens of the United States of America principally for the purposes of investing in securities not registered under the Securities Act of 1933 of the United States of America. Enclosed with this Application Form are certified true copies of • a list of authorised signatories with identification information^{##} and documents • a list of directors and identification document of at least two directors • a list of beneficial owners with identification information^{##} and documents • a Board Resolution approving entry into this MasterAccount agreement and transaction hereunder • Memorandum and Articles of Association, Certificate of Incorporation and Business Registration Certificate (where applicable) • Ownership and control structure • Company search report/certificate of incumbency issued within last 6 months and certified by a company registry or a professional third party • Other documents as may be requested for account opening.

^{##} including full name, date of birth, identity document type and number, nationality and beneficial owner(s)' residential address

I/We have read and understood the following disclosure made by JPMorgan Funds (Asia) Limited:

- JPMorgan Funds (Asia) Limited ("JPMFAL") is licensed by the Hong Kong Securities and Futures Commission ("SFC") and acts as manager, or as agent for the relevant manager, for each fund. All of the funds distributed by JPMFAL are managed by JPMFAL, other associated entities within the JPMorgan Chase & Co. group, and/or other entities in which the JPMorgan Chase & Co. group holds interests. In distributing these funds, JPMFAL is NOT an independent intermediary because:
 - JPMFAL is, or has close links or other legal or economic relationships with, the issuers of the funds that it may distribute to you; and

2. 就本公司以外之其他實體擔任基金經理人之基金，

- (a) 本公司收取由其他人士（可能包括基金發行人）就本公司向閣下分銷基金而提供的費用、佣金或其他金錢或非金錢收益。閣下如欲了解有關詳情，應參閱本公司就當基金進行任何交易時或之前向閣下發出之有關金錢及非金錢利益之披露資料；及
- (b) 本公司可能擔任基金之香港代表，並可能就此身份行事而向基金發行人收取報酬。

如果閣下的投資聯絡點並非本公司，請聯絡閣下的相關財務顧問，以進一步了解分銷商披露之資料。

- 本人/我們明白所有投資均涉及風險而本投資決定是屬於本人/我們的。我/我們已參閱並理解有關投資的銷售文件及有關風險因素。雖然整體投資組合之風險可能會高於本人/我們之風險取向（如適用，即最近期完成之健康理財分析風險評級），我/我們確認本人/我們認為以上投資適合自己/我們並符合本人/我們之投資目標。
- 具體而言，本人/我們明白投資於貨幣對沖股份類別可構成額外風險，尤其是在本人/我們的基本貨幣與該對沖股份類別的相關貨幣並不不同的情況下。本人/我們明白倘若將本人/我們的基本貨幣作出任何兌換以投資於貨幣對沖股份類別，將可能導致本人/我們須承受額外貨幣匯率風險及更大損失。本人/我們已因應需要而尋求獨立財務意見。
- 若任何在申請表內所提供，或其他本人/我們不時提供之資料有任何重大變動，本人/我們將盡快通知摩根基金（亞洲）有限公司。
- 本人/我們確認本人/我們現時並非證監會持牌或註冊人士/機構之僱員或董事，本人/我們明白否則本人/我們便須向摩根基金（亞洲）有限公司提供本人/我們的僱主之同意書，以開立及使用綜合理財賬戶。若本人/我們將成為或已不再為證監會持牌或註冊人士/機構之僱員或董事，本人/我們當盡快通知摩根基金（亞洲）有限公司。

2. With respect to the funds for which entities other than JPMFAL act as manager,

- (a) JPMFAL receive fees, commissions, or other monetary or non-monetary benefits from other parties (which may include the fund issuers) in relation to the distribution of the funds to you. For details, you should refer to the disclosure on monetary and non-monetary benefits which JPMFAL is required to deliver to you prior to or at the point of entering into any transaction in the funds; and
- (b) JPMFAL may act as the Hong Kong Representative of the funds, and may receive remuneration from the fund issuers for acting in such capacity.

If your investment point of contact is not JPMFAL, please contact your relevant financial adviser for further information on distributor disclosure.

- I/We understand that all investment involves risk and that the decision to invest is mine/ours. I/We have read and understood the relevant Offering Documents for the chosen investment and the associated risk factors. I/We confirm that I/we consider the above investment is suitable for me/us and is consistent with my/our investment objectives, even though my/our resulting portfolio risk may be greater than my/our risk preference (where applicable, as indicated on my/our latest financial health check).
- In particular, I/we understand that investment in a currency hedged share class poses additional risks especially where my/our base currency of investment does not match the relevant currency of the hedged share class. I/We understand that any conversion of my/our base currency of investment to invest in a currency hedged share class may lead to additional exposure to currency exchange rate risks and greater losses. I/We have sought independent financial advice where necessary.
- I/We shall promptly notify JPMorgan Funds (Asia) Limited in the event of any material change to the information provided in this Application Form and other information provided by me/us from time to time.
- I/We declare that I am/we are not currently an employee or director of a SFC licensee or registered person/institution, otherwise I/we understand that I am/we are required to provide to JPMFAL written consent(s) from my/our employer(s) before I/we can open and operate any MasterAccount. I/We shall promptly notify JPMFAL if I/we become or cease to be an employee or director of a SFC licensee or registered person/institution.

直接促銷 Direct Marketing

閣下簽署本表格即表明閣下同意個人資料私隱聲明所述資料作直接促銷用途之使用/轉移。如閣下不接受閣下的個人資料作該等使用/轉移，請於簽署前在以下相關方格加上剔號，以表明閣下反對該等使用/轉移。如閣下並無在相關方格加上剔號，則閣下簽署本表格即表示閣下同意摩根及有關各方可使用/轉移閣下的個人資料作相關直接促銷用途。

By signing this form, you agree to the direct marketing use/transfer, as stated in the Personal Data Privacy Statement. Should you find such use/transfer of your personal data not acceptable, please indicate your objection before signing by ticking the relevant box(es) below. If you do not tick the relevant box(es), by signing this form you agree that JPMorgan and the Parties may use/transfer your personal data for the relevant direct marketing purposes.

本人/我們反對上述擬議使用本人的個人資料作直接促銷用途⁵。
I/We object to the proposed use of my personal data in direct marketing⁵.

本人/我們反對上述擬議轉移本人的個人資料作直接促銷用途⁵。
I/We object to the proposed transfer of my personal data in direct marketing⁵.

本人已閱讀個人資料私隱聲明之其他部分，並明白及同意該等條款。
I have read the other parts of the Personal Data Privacy Statement and understand and agree to those terms.

⁵ 如任何一位獲授權人表示反對，有關反對將適用於所有獲授權人。
Any such objection made by an authorised signatory applies to all authorised signatories.

本人/我們已收到、閱讀及明白本條款及條件，特別包括於本條款及條件第18段（風險聲明及合適性）中所載之風險披露聲明，並明白本人/我們如有任何問題，可聯絡摩根基金（亞洲）有限公司（其聯絡詳情載列於以下「聯絡我們」部分）或徵求獨立的意見。

I/We have received, read and understood the Terms, including in particular the risk disclosure statements contained in paragraph 18 (Risk Statements and Suitability) of the Terms, and understand that I/we may contact JPMorgan Funds (Asia) Limited (the contact details of which are set out in the "Contact Us" section below) and/or take independent advice if I/we have any questions.

申請人/獲授權人簽署
Applicant/Authorised Signatory(ies)

公司蓋章
Corporate Seal

日期
Date

財務顧問/代理人之職員聲明：本人為以上第(5)欄所指的財務顧問/代理人之職員，目前並有持牌或註冊於香港證券及期貨事務監察委員會/

_____。本人確定已向申請人提供一份條款及條件，包括風險聲明條款。本人更已特請申請人閱讀該等條款及條件（特別是上述聲明條款）；並請申請人提出問題及徵詢獨立意見。

Financial Adviser/Intermediary Staff Declaration: I am a member of staff of the Financial Adviser/Intermediary named in (5) above and am licensed/registered with the Securities and Futures Commission in Hong Kong[†]/_____.

I confirm that I have provided the applicant(s) with a copy of the Terms, including the Risk Statements. I have specifically invited the applicant(s) to read the Terms (and, in particular, the said Statements), to ask questions and to take independent advice if the applicant(s) wishes/wish.

財務顧問/代理人之職員簽署
Signature of Financial Adviser/
Intermediary staff member

姓名
Name

CE編號
CE Number

日期
Date

[†] 請刪去不適用者及/或填上其他監管機構之名稱

delete and/or include name of other regulatory body where appropriate

郵寄申請者必須填寫

For applications submitted by post, the following section must be completed.

第三者聲明（請參閱下文）：

本人證明上述申請人乃在本人見證下簽署本申請表。

Third Party Certification (please refer to the below):

I hereby certify that the signing of this Application Form is made by the abovenamed applicant(s) in my presence.

證明人之簽署或公司蓋章
Signature or corporate seal of certifier

姓名
Name

職位/註冊狀況
Position/Registration status

日期
Date

第三者認證 THIRD PARTY CERTIFICATION

倘若申請人並非在本公司之職員見證下簽署本申請表格，則下列適當且獨立的認證人必須見證申請人簽署本申請表，並完成上述第三者聲明。

此外，需與本申請表一併提交的身份證明文件及上述「聲明及簽署」部分中指定的文件之副本也必須由下列的適當且獨立的認證人進行認證。認證人必須已查閱文件之正本，並於每一份前述文件上寫上他/她的全名、職位/身分、執業身分（如適用）、認證日期、簽名及該複本文件為正本文件的真確複本之聲明（或具類似效力的字詞）。

請注意，驗證人必須是獨立的，即由客戶自行認證的文件副本將不予接受。然而，對於公司申請人而言，由受僱於申請人的專業人士認證的文件副本，而該專業人士受相關專業機構的專業操守規定所限，並已以其專業身分認證文件副本，則可被接納。

Where the applicant(s) do(es) not execute this Application Form in the presence of a JPMFAL employee, an appropriate and independent certifier as listed below must witness the applicant(s)' execution of this Application Form and complete the above Third Party Certification.

Further, the copies of the identification documents and documents specified in the "Declaration and Signatures" section above to be submitted together with this Application Form must also be certified by any of the below listed appropriate and independent certifiers. The certifier must have sighted the original documents and certify each of such documents by including his/her full name, position/capacity, practicing status (where applicable), date of certification, signature and statement that the document is a true copy of the original (or words to a similar effect).

Please note that the certifier should be independent, i.e. the copy documents self-certified by the customer will not be accepted. However, for corporate applicants, it is acceptable for the copy documents to be certified by a professional person, who is employed by the applicant and is subject to the professional conduct requirements of a relevant professional body, and has certified the copy documents in his/ her professional capacity.

以下為合適的認證人：

The following are appropriate certifiers:

- (i) 專業人士（包括律師、執業會計師、公證人及特許秘書（即公司治理公會現任正式會員））；
a professional person (including a lawyer, a certified public accountant, a notary public and a chartered secretary (i.e. a current full member of The Chartered Governance Institute));
- (ii) 金融機構（由香港金融管理局、證券及期貨事務監察委員會或保險業監管局或對等司法管轄區*的當局或監管機構註冊/發牌/監管）；
a financial institution (that is registered/licensed/regulated by the Monetary Authority, the Securities and Futures Commission or the Insurance Authority in Hong Kong or authorities or regulatory bodies in an equivalent jurisdiction*);
- (iii) 信託或公司服務提供者（為香港的信託或公司服務持牌人或在對等司法管轄區*執業或經營信託業務的信託或公司服務提供者）；
a trust or company service provider (that is a TCSP licensee in Hong Kong or a trust or company service provider practising or carrying on trust business in an equivalent jurisdiction*);
- (iv) 太平紳士；
a Justice of the Peace;
- (v) 在對等司法管轄區*的司法人員；或
a member of the judiciary in an equivalent jurisdiction*;
- (vi) 發出身分核實文件的國家的大使館、領事館或高級專員公署的人員。
an officer of an embassy, consulate or high commission of the country of issue of documentary verification of identity.

* 對等司法管轄區指屬財務行動特別組織的成員的司法管轄區（香港除外）。

Equivalent jurisdiction means a jurisdiction that is a member of the Financial Action Task Force, other than Hong Kong.

「綜合理財賬戶」之條款及條件
MASTERACCOUNT TERMS AND CONDITIONS

個人資料私隱聲明

以下個人資料私隱聲明乃根據香港《個人資料（私隱）條例》（「**條例**」）而就閣下與摩根基金（亞洲）有限公司（「**本公司**」）或其聯屬公司（統稱「**摩根**」）不時進行的交易及向摩根提供個人資料或資訊（「**資料**」）而提供予閣下。本聲明屬「綜合理財賬戶」之條款及條件的一部分，閣下與本公司的關係乃受該等條款及條件規管。

收集：

1. 閣下須不時就不同事項（例如開立賬戶或繼續運作、向閣下提供服務或遵從法律或監管或其他當局所頒布任何指引）而向摩根提供資料。
2. 可收集資料的種類包括（但不限於）姓名及地址、職業、聯絡資料、出生日期及國家、國籍、身份證、社會保障或全國保險號碼、稅務居留國家、稅務參考號碼或護照號碼及財政狀況詳情。
3. 若未能提供該等資料，有可能會導致摩根無法為閣下開立賬戶或繼續向閣下提供服務，又或無法遵從法律或監管或其他當局所頒布的任何指引及守則。
4. 在延續閣下與摩根的關係的日常業務過程中亦會向閣下收集資料，例如在閣下開立賬戶、簽發支票、轉賬、進行交易、出席研討會/活動、參與網上活動，或與摩根進行一般口頭或書面通訊。
5. 就閣下向摩根已提供或將提供包括任何個人的個人資料或資訊的資料，閣下聲明、保證及承諾閣下已知會並獲得與該等資料有關的人士（包括閣下的職員、承辦商、股東、獲授權人、董事及與上述人士有關連的人士）充分的同意，以使摩根符合條例要求，及容許摩根就本聲明所表明的目的，包括以上引述之情況，收集、使用、披露、處理、轉移（包括香港以內或以外）及保存該等資料，並會就摩根要求，向摩根提供該等同意書。

目的及用途：

1. 使用資料之目的將視乎閣下與摩根的關係性質而異。摩根擬就下列任何或全部目的而使用其資料（包括閣下所提供的任何第三者資料）：
 - (a) 辦理於本公司開立賬戶的申請（包括確認及查證閣下身份）；
 - (b) 閣下賬戶的日常運作及所獲提供服務；
 - (c) 任何有關摩根所提供產品與服務的行政管理的目的；
 - (d) 為客戶研究、設計及推售金融、投資服務或相關產品；
 - (e) 符合適用於在香港或其他地區的摩根的任何法律或規例、守則、指引或摩根內部合規政策下的披露、申報及合規規定（包括但不限於稅務申報）；
 - (f) 以下服務及產品的推廣與直接促銷（惟閣下有權反對該項用途）：
 - i) 財務策劃及投資、財富管理及相關服務及產品；
 - ii) 金融、投資及教育研討會及論壇；
 - iii) 摩根所提供的其他金融服務及產品；及
 - (g) 任何其他與上述直接相關的目的。
2. 閣下有權反對將其資料用作第1(f)段所載直接促銷目的。閣下若提出要求，摩根將停止使用其資料作直接促銷用途，並不會就此收取費用。

直接促銷：

1. 摩根擬將所收集的資料用作直接促銷用途，但除非已收到閣下的同意（當中包括表明不反對所擬定之用途），否則不會使用資料作直接促銷用途。
2. 此外，摩根擬將所收集的資料提供予任何摩根實體的業務之全部或任何重大部分的所有或任何受讓人（「**受讓人**」）、服務供應商及相關第三者（包括顧問）（連同受讓人統稱「**有關各方**」）供其用作直接促銷用途。然而，除非已收到閣下的同意（當中包括表明不反對所擬定之提供），否則不會提供資料予有關各方作直接促銷用途。
3. 摩根有意使用所收集的資料（包括但不限於閣下的姓名及聯絡資料（例如電話號碼、電郵地址及/或通訊地址）），或將之提供予所有或任何有關各方，以供其透過各種通訊方式（例如直郵函件、電郵、電話、短訊及小冊子）作以下直接促銷用途：
 - (a) 摩根及/或受讓人的財務策劃及投資、財富管理及相關服務及產品，及摩根及/或受讓人所提供的金融、投資及教育研討會及論壇或其他金融服務及產品；及

PERSONAL DATA PRIVACY STATEMENT

The following Personal Data Privacy Statement is provided to you pursuant to the Personal Data (Privacy) Ordinance of Hong Kong ("**Ordinance**") in connection with your dealings with, and provision of personal data or information ("**Data**") to, JPMorgan Funds (Asia) Limited ("**JPMFAL**") or its affiliates (together "**JPMorgan**") from time to time. This statement forms part of the MasterAccount Terms and Conditions which governs your relationship with JPMFAL.

Collection:

1. From time to time, it is necessary for you to supply JPMorgan with Data in connection with various matters such as account opening or continuations, provision of services to you or compliance with any laws or guidelines issued by regulatory or other authorities.
2. The kinds of Data that may be collected includes, but is not limited to, name and address, occupation, contact details, date and country of birth, nationality, identity card, social security or national insurance numbers, country of tax residence, tax reference numbers or passport numbers, and details of financial status.
3. Failure to supply such Data may result in JPMorgan being unable to open an account or continue to provide services to you or unable to comply with any laws or regulations or guidelines and codes issued by regulatory or other authorities.
4. It is also the case that Data is collected from you in the ordinary course of the continuation of your relationship with JPMorgan, for example, when you open an account, write cheques, transfer funds, effect transactions, attend seminars/events, participate in online activities or generally communicate verbally or in writing with JPMorgan.
5. Insofar as the Data provided, or to be provided, by you to JPMorgan includes the personal data or information of individuals, you represent, warrant and undertake that you have obtained sufficient informed consent from each individual (including your employees, contractors, shareholders, authorised signatories, directors and individuals connected to all of the foregoing) to whom any such Data relates, in order for JPMorgan to comply with the Ordinance and which allows JPMorgan to collect, use, disclose, process, transfer (whether within or outside of Hong Kong) and store such information for the purposes specified in this statement, including in the circumstances described above, and will provide JPMorgan with such consent as and when requested by JPMorgan.

Purpose and Use:

1. The purposes for which Data may be used will vary depending on the nature of your relationship with JPMorgan. JPMorgan intends to use your Data (including any third party Data provided by you) for any or all of the following purposes:
 - (a) the processing of an application for an account with JPMFAL including confirming and verifying your identity;
 - (b) the daily operation of your account and the services to be provided to you;
 - (c) any purpose related to the administration of the products and services offered by JPMorgan;
 - (d) researching, designing and launching financial, investment services or related products for clients;
 - (e) meeting the disclosure, reporting and compliance requirements (including but not limited to tax reporting) under any laws or regulations, codes, guidelines or internal JPMorgan compliance policies applicable to JPMorgan in Hong Kong or elsewhere;
 - (f) promoting and direct marketing of the following services and products subject to your right to object to such use:
 - i) financial planning and investment, wealth management and related services and products;
 - ii) financial, investment and educational seminars and forums;
 - iii) other financial services and products offered by JPMorgan; and
 - (g) any other purpose directly related to any of the above.
2. You have the right to object to the use of your Data for direct marketing purposes as set out in paragraph 1(f) above. JPMorgan will cease to use your Data for direct marketing purposes without charge if you so request.

Direct Marketing:

1. JPMorgan intends to use the Data collected for direct marketing but may not so use the Data unless your consent (which includes an indication of no objection to the intended use) is received.
2. Furthermore, JPMorgan intends to provide the Data collected to all or any of the transferees of a whole or any substantial part of business of any JPMorgan entity (the "Transferees"), service providers and related third parties (including consultants) (together with the Transferees, the "Parties") for use by them in direct marketing. However, the Data may not be so provided unless your consent (which includes an indication of no objection to the intended provision) is received.
3. JPMorgan would like to use the Data collected, including but not limited to your name and contact details (such as telephone number, email address and/or correspondence address), or provide the same to all or any of the Parties for the Parties' use, for the following direct marketing purposes through various communication means such as direct-mail, email, telephone, SMS and brochures:
 - (a) JPMorgan's and/or the Transferees' financial planning and investment, wealth management and related services and products, financial, investment and educational seminars and forums or other financial services and products offered by JPMorgan and/or the Transferees; and

(b) 摩根及/或受讓人的新產品及服務推售及其他推廣優惠。

保留及查閱：

1. 所收集的資料可於適用法律規定期間或為達致上述目的所需期間予以保留。
2. 摩根所持有關於閣下的資料將會保密，摩根將會採取一切合理措施，以確保資料保管妥善，而不會在未獲授權情況下被查閱、遺失、披露及銷毀。不論在香港境內或境外，本公司可為上文「目的及用途」一節所載目的而向以下各方提供該等資訊：
 - (a) 本公司的最終控股公司、其附屬機構、代表辦事處、聯營公司及/或聯屬公司；
 - (b) 本公司的服務供應商（包括受託人、投資經理、過戶登記處、轉讓代理人、保管人、行政服務代理人及摩根所發售每種產品的核數師）；
 - (c) 任何就摩根的業務運作而向摩根提供行政管理、研究、設計、推售、數碼或電訊、結算及交收或其他服務的代理人、承辦商、分辦商、顧問、保險公司或第三者服務供應商；
 - (d) 本公司僱員、高級職員及董事；
 - (e) 任何根據法律或規例或因監管機構要求而有權索取資訊的一方（包括但不限於任何地方或外國政府、稅務或監管當局或司法管轄權法院）；及
 - (f) 摩根為上文「目的及用途」一節第1(f)段所載目的，就外判或其他服務而聘用的聯屬或非聯屬供應商及其他外間服務供應商（包括但不限於印刷公司、郵遞公司、數碼或電訊公司、資訊科技公司、資料儲存及基建公司、雲端服務供應商、資料處理公司及儲存公司）。
3. 請注意，轉移至香港境外的資料可能會受較低水平的保障及/或可能不受香港任何有關銀行資料保密制度、客戶資料保密制度或資料保障制度的法律之保障。
4. 根據條例，閣下有權：
 - (a) 查核摩根是否持有關於閣下的資料，以及查閱該等資料；
 - (b) 要求摩根更正任何有關閣下而不準確的資料；
 - (c) 確定摩根對資料的政策和慣例，並獲知會摩根所持有資料的種類；及
 - (d) 反對將資料用於直接促銷，經閣下向摩根提出反對後，摩根不得將其資料用於直接促銷。

根據上述條例的條款，本公司有權就處理任何查閱資料的要求徵收合理費用。

閣下如欲查閱摩根所持有的資料、更正該等資料、反對將資料用作直接促銷，或索取有關各項政策及慣例以及所持資料種類的資訊，請聯絡：

摩根基金（亞洲）有限公司

資料保障主任

香港中環干諾道中8號遮打大廈21樓

電話：(852) 2265 1188

傳真：(852) 2868 5013

本聲明一概不會限制閣下在上述條例下所享有的權利。

摩根基金（亞洲）有限公司（「本公司」）乃獲香港證券及期貨事務監察委員會（「證監會」）許可進行《證券及期貨條例》附表5所載第1類（證券交易）、第4類（就證券提供意見）及第9類（提供資產管理）受規管活動之人士，CE編號為AAA135。

本公司為每項基金之經理人或相關經理人之代理。本公司分銷之所有基金均由本公司、摩根大通集團旗下其他有聯繫實體及/或摩根大通集團持有權益之其他實體管理。就分銷此等基金而言，本公司並非獨立中介機構，原因為：

1. 本公司為可能向申請人分銷之基金之發行人，或與可能向申請人分銷之基金之發行人有緊密聯繫或其他法律或經濟關係；及
2. 就本公司以外之其他實體擔任基金經理人之基金，
 - (a) 本公司收取由其他人士（可能包括基金發行人）就本公司向申請人分銷基金而提供的費用、佣金或其他金錢或非金錢收益。申請人如欲了解有關詳情，應參閱本公司就當基金進行任何交易時或之前向申請人發出之有關金錢及非金錢利益之披露資料；及
 - (b) 本公司可能擔任基金之香港代表，並可能就此以身份行事而向基金發行人收取報酬。

凡提及「單位」或「股份」之處，均指本公司所發售或分銷或本公司擔任經理人或經理人代理人之任何基金或投資公司之任何單位或股份，惟本公司有權不時全權決定不將任何該等基金或投資公司之單位或股份計入本條款及條件所指之「單位」或「股份」範圍內，而毋須知會申請人。

(b) JPMorgan's and/or the Transferees' new product and service launch and other promotional offers.

Retention and Access:

1. The Data collected may be maintained for such period of time required under applicable law and as otherwise needed to fulfil the purposes set out above.
2. Data held by JPMorgan relating to you will be kept confidential and JPMorgan will take all reasonable measures to ensure that Data is kept secure against unauthorised access, loss, disclosure and destruction. JPMFAL may provide such information to the following parties, whether inside or outside of Hong Kong, for the purposes set out in the "Purpose and Use" section above:
 - (a) the ultimate holding company of JPMFAL, its subsidiaries, representative offices, associated companies and/or affiliates;
 - (b) the service providers of JPMFAL including the trustee, investment manager, registrar, transfer agent, the custodian, administrative service agent, and the auditor of each product offered by JPMorgan;
 - (c) any agent, contractor, subcontractor, consultant, insurer, or third party service provider who provides administrative, research, design, launch, digital or telecommunication, clearing and settlement or other services to JPMorgan in connection with the operation of its business;
 - (d) the employees, officers, directors of JPMFAL;
 - (e) any party (including but not limited to, any local or foreign governmental, tax or regulatory Authority, or court of competent jurisdiction) entitled thereto by law or regulation, or in response to a regulatory request; and
 - (f) affiliated or unaffiliated providers of outsourced or other services, and other external service providers of JPMorgan (including but not limited to printing houses, mailing houses, digital or telecommunication companies, information technology companies, data storage and infrastructure companies, cloud providers, data processing companies and storage companies) that JPMorgan engages for the purposes set out in paragraph 1(f) in the "Purpose and Use" section above.
3. Please note that the Data transferred outside of Hong Kong may be subject to a lower level of protection and/or cease to be protected by any relevant banking secrecy, client confidentiality or data protection laws of Hong Kong.
4. Under the Ordinance, you have the right to:
 - (a) check whether JPMorgan holds Data about you, and access to such Data;
 - (b) require JPMorgan to correct any Data relating to you which is inaccurate;
 - (c) ascertain JPMorgan's policies and practices in relation to data and to be informed of the kinds of Data held by JPMorgan; and
 - (d) object to the use of your Data for direct marketing purposes and JPMorgan shall not use your Data for direct marketing purposes after you communicate your objection to JPMorgan.

In accordance with the terms of the Ordinance, JPMFAL has the right to charge a reasonable fee for the process of any data access request.

For access to your Data held by JPMorgan, correction of such Data, objection to use of your Data for direct marketing purposes or for information regarding policies and practices and kinds of Data held, please contact:

The Data Protection Officer
JPMorgan Funds (Asia) Limited
21st Floor, Chater House,
8 Connaught Road Central, Hong Kong
Telephone: (852) 2265 1188
Fax: (852) 2868 5013

Nothing in this statement shall limit your rights under the Ordinance.

JPMorgan Funds (Asia) Limited ("JPMFAL") is licensed by the Hong Kong Securities and Futures Commission ("SFC") to carry out Type 1 (dealing in securities), Type 4 (advising on securities) and Type 9 (asset management) regulated activities as set out in Schedule 5 to the Securities and Futures Ordinance having CE registration number AAA135.

JPMFAL acts as manager, or as agent for the relevant manager, for each fund. All of the funds distributed by JPMFAL are managed by JPMFAL, other associated entities within the JPMorgan Chase & Co. group, and/or other entities in which the JPMorgan Chase & Co. group holds interests. In distributing these funds, JPMFAL is NOT an independent intermediary because:

1. JPMFAL is, or has close links or other legal or economic relationships with, the issuers of the funds that it may distribute to the applicant; and
2. With respect to the funds for which entities other than JPMFAL act as manager,
 - (a) JPMFAL receive fees, commissions, or other monetary or non-monetary benefits from other parties (which may include the fund issuers) in relation to the distribution of the funds to the applicant. For details, the applicant should refer to the disclosure on monetary and non-monetary benefits which JPMFAL is required to deliver to the applicant prior to or at the point of entering into any transaction in the funds; and
 - (b) JPMFAL may act as the Hong Kong Representative of the funds, and may receive remuneration from the fund issuers for acting in such capacity.

References to "Units" or "Shares" shall be to any units or shares in any fund or any investment company offered or distributed by JPMFAL or in relation to which JPMFAL acts as manager or agent for the manager, provided always that JPMFAL has the right to determine from time to time at its absolute discretion without giving notice to the applicant that the units or shares in respect of any such fund or investment company shall be excluded from references to "Units" or "Shares" for the purposes of these Terms and Conditions.

凡填妥及交付「綜合理財賬戶」申請表格（「申請表」），即表示申請人同意如下條款：

服務及申請/拒絕受理/註銷

- 1.1 根據本條款及條件，本公司（無論直接或透過其聯屬公司、代理或第三者服務供應商）為申請人開設「綜合理財賬戶」，以其可透過該「綜合理財賬戶」持有、認購/購入、贖回/出售、轉換、轉讓單位或股份或對其作其他交易。本公司有權：
 - (a) 拒絕受理任何並未完全填妥及未附上付款及本公司不時要求之任何文件之申請表或任何指示，或延遲發行任何有關單位或股份，直至收到已填妥之指示、付款及一切所要求之文件為止；
 - (b) 如認購有關單位或股份之全數付款或所要求之任何文件未能於發行單位或股份之有關交易日後3個香港營業日（不包括有關交易日）內獲本公司確認收訖，則可註銷任何單位或股份，並可在任何未獲支付該等款項之情況下，要求申請人支付根據有關單位或股份的認購及其後贖回價格間之差額，及基金組成文件及/或銷售文件釐定的有關收費；
 - (c) 全權決定（並毋須提出理由）拒絕受理任何認購或轉換申請或其中部分，及/或暫停「綜合理財賬戶」之操作；及
 - (d) 全權決定（並毋須提出理由）收取不時修訂之費用。
- 1.2 任何「綜合理財賬戶」如已至少兩年並無交易活動及並無任何持股，將被永久結束而不另行通知。

代名人

- 2.1 申請人授權及指示本公司以其代理人之身份，全權決定委任一名或多名代名人（「代名人」），以代名人名義持有任何單位及股份（該等單位及股份現以申請人名義持有及/或可能以申請人名義認購），以及遵照第2.4(c)條處理所有與該等單位或股份有關之股息及其他權利。本公司可全權決定以摩根大通集團內的機構或與本公司無關的人士作為代名人。申請人亦授權本公司以其代理人的身份全權決定代其向基金的受託人、過戶登記處、轉讓代理人、保管人、行政服務代理人及其他服務供應商發出指示，以將申請人的單位及股份轉讓予任何代名人及/或在代名人之間轉讓。
- 2.2 申請人同意接受代名人與本公司就申請人認購或持有（並由代名人現時持有或將持有）之單位或股份有關之任何及所有事項而訂立之代名人協議（經不時修訂）（「代名人協議」）之條款及條件約束。代名人協議可於正常辦公時間內在本公司之辦事處查閱，地址詳見申請表之「聯絡我們」部分。
- 2.3 申請人同意本公司可全權決定隨時在向申請人發出不少於10個曆日之書面通知後，要求代名人將當時以代名人名義代申請人持有之任何單位或股份直接轉移至申請人名下。
- 2.4 申請人同意本公司可以其代理人之身份：(a)按申請人指示或遵照本條款及條件或適用法律及規例，就(i)代名人代申請人所持有之單位或股份，或(ii)直接由申請人所持有之單位或股份，發出有關出售或購入之指示；(b)處理任何該等單位或股份之各項轉換，不論是否基於該等股份之條款或任何合併、鞏固、重組、重新注資或再調整或其他原因（惟僅限於該等行動不涉及任何單位或股份轉讓或其他類似交易），而毋須得到申請人發出之任何指示；及(c)毋須得到申請人發出之任何指示，指示代名人或投資公司促使或安排將任何該等單位或股份所應獲支付之股息或其他應得分派或贖回款項全部直接付予本公司（作為申請人之代表）。本公司會按照《證券及期貨（客戶款項）規則》之規定處理上述股息或款項。
- 2.5 申請人同意，在第2.3條之規限下，有關代名人代申請人所持有之任何單位或股份之指示，概以本公司以其代理人身份發給代名人。本公司將會（並促使代名人）按照申請人之指示行事，惟本公司必須獲得足夠之通知時間以便其執行指示或促使代名人執行其指示（本公司將全權決定何謂足夠之通知時間）。
- 2.6 第2.5條所述之指示包括與下列各項有關之指示：就任何有關單位或股份出席會議或投票，或有關合併、鞏固、重組、財產接管、破產或無力償債訴訟、債務妥協或安排或該等單位或股份之存放。但除第2.5條所述之事項外，本公司及代人均毋須對上述各項承擔任何義務或責任，亦無義務就此展開調查或介入或採取任何有關行動。
- 2.7 申請人可在向本公司發出10個曆日書面通知後終止「綜合理財賬戶」協議。於終止時，申請人將被視為已向本公司發出指示，由本公司全權(a)於本公司收到終止通知當日，贖回所有於當時由代名人代申請人持有之單位或股份；如當

By completing and delivering the MasterAccount Application Form ("Application Form"), the applicant agrees that:-

SERVICES AND APPLICATION/REJECTION/CANCELLATION

- 1.1 Pursuant to these Terms and Conditions, JPMFAL (whether by itself or otherwise through its affiliates, agents or third party service providers) maintains the MasterAccount through which the applicant may hold, subscribe/purchase, redeem/sell, switch, transfer or otherwise deal with any Units or Shares. JPMFAL is entitled to:-
 - (a) reject any Application Form or any instruction which is not completed in full and delivered together with payment and any documents required by JPMFAL from time to time or defer issue of any relevant Units or Shares pending receipt of duly completed instructions, payment and all the requested documents;
 - (b) cancel any Units or Shares if payment in full in cleared funds for the relevant Units or Shares or any requested documents shall not have been received by JPMFAL within 3 Hong Kong Business Days from but excluding the relevant dealing day on which the Units or Shares were issued and, in the case of any failure to make such payment, require the applicant to pay the difference between the prices at which the relevant Units or Shares were issued and subsequently redeemed, plus any applicable charges, as determined in accordance with the relevant constitutional documents and/or offering documents;
 - (c) in its absolute discretion (without giving reasons) reject in whole or part any application for subscription or switching and/or suspend the operation of the MasterAccount; and
 - (d) in its absolute discretion (without giving reasons) apply such charges as revised from time to time.
- 1.2 Any MasterAccount which has been inactive for at least two years and with no holdings will be permanently closed without notice.

NOMINEE

- 2.1 The applicant authorises and instructs JPMFAL as its agent to appoint, at JPMFAL's absolute discretion, one or more nominees ("Nominee") to hold in the Nominee's name any Units or Shares held in the applicant's name and/or for which the applicant may subscribe and to deal with any dividends or other entitlements in respect of those Units or Shares in accordance with paragraph 2.4(c). JPMFAL has absolute discretion to use entities within the JPMorgan Chase & Co. group or persons unrelated to JPMFAL as Nominees. The applicant further authorises JPMFAL as its agent to give instructions on its behalf to the trustee, registrar, transfer agent, custodian, administrative service agent of the funds and any other service providers to effect the transfer of the applicant's Units and Shares to and/or between any Nominees at JPMFAL's absolute discretion.
- 2.2 The applicant agrees to be bound by the terms and conditions of the Nominee Agreement entered into between the Nominee and JPMFAL (as amended from time to time, "Nominee Agreement") in respect of any and all matters concerning any Units or Shares which the applicant may subscribe or hold, and which are held or to be held, by the Nominee. A copy of the Nominee Agreement is available for inspection during normal office hours at the offices of JPMFAL at the address shown under the "Contact Us" section of the Application Form.
- 2.3 The applicant agrees that JPMFAL has the right at any time at its absolute discretion, upon giving the applicant not less than 10 calendar days notice in writing, to require the Nominee to transfer any Units or Shares then held in the name of the Nominee for the account of the applicant directly into the name of the applicant.
- 2.4 The applicant agrees that JPMFAL acting as its agent may: (a) on the applicant's instructions, or otherwise in accordance with these Terms and Conditions or applicable laws and regulations, place any orders for the sale or purchase of Units or Shares held or to be held (i) by the Nominee for the account of the applicant or (ii) directly by the applicant; (b) without further instructions from the applicant, deal with the conversion of any such Units or Shares, whether pursuant to their terms or pursuant to any plan of merger, consolidation, reorganisation, recapitalisation or readjustment or otherwise (but only to the extent that this would not involve any transfer of or other such dealing with the Units or Shares); and (c) without further instruction from the applicant, direct the Nominee or investment company to procure that, or cause, any dividends or other entitlements or redemption proceeds payable in respect of any such Units or Shares to be paid directly to JPMFAL on behalf of the applicant. Any such dividends or proceeds will be applied by JPMFAL in accordance with the Securities and Futures (Client Money) Rules.
- 2.5 The applicant agrees that, subject to paragraph 2.3, instructions in connection with any Units or Shares held by the Nominee for the applicant's account will be given to the Nominee by JPMFAL acting as agent for the applicant. JPMFAL (and JPMFAL shall procure that the Nominee) shall act on any instructions received by JPMFAL from the applicant, provided that JPMFAL receives sufficient notice to enable it to so act or to so procure that the Nominee shall so act (the sufficiency of such notice to be determined, in its absolute discretion, by JPMFAL).
- 2.6 Instructions referred to in paragraph 2.5 include instructions relating to attendance at meetings or voting in respect of any such Units or Shares or as regards any merger, consolidation, reorganisation, receivership, bankruptcy or insolvency proceedings, compromise or arrangement or the deposit of any such Units or Shares but, other than as provided in paragraph 2.5, neither JPMFAL nor the Nominee will have any duty or responsibility in respect thereof nor will either of them be under any duty to investigate or participate therein or to take any affirmative action in connection therewith.
- 2.7 The applicant may terminate the MasterAccount agreement by giving JPMFAL not less than 10 calendar days' written notice. Upon any such termination, the applicant will be deemed to have given JPMFAL instructions to cause at JPMFAL's absolute discretion any Units or Shares then held by the Nominee for the account of the applicant (a) to be

日並非交易日，又或本公司於有關銷售文件指定之最後交易時間過後始收到通知，贖回事項則於下一交易日生效（「生效日」），贖回所得款項將退還申請人或(b)由代名人於生效日直接將該等單位或股份轉移予申請人。

- 2.8 任何時候如申請人違反本條款及條件，本公司可隨時（於違約期間內）發出書面通知，即時終止為其出任代理人，並安排將代名人當時申請人持有之全部或任何單位或股份贖回，並將所得之贖回款項支付予申請人。
- 2.9 本公司可全權決定不時使用一個或多個在不同司法權區的代名人、轉讓任何代名人的全部或部分擁有權或控制權，並且把申請人的單位或股份轉讓予這些代名人及/或在這些代名人之間轉讓。

財務顧問/代理人

- 3.1 倘若申請人於申請表上載有財務顧問/代理人之資料，除本公司已事先收到申請人親自簽署之相反書面指示外，本公司將有權處理任何從財務顧問/代理人處所接獲的指示，而毋須進一步諮詢申請人。
- 3.2 在這「綜合理財賬戶」的有效期間，財務顧問/代理人乃申請人的代理人。本公司對被接獲的指示所致的行為、遺漏、效力或權限事宜概不負責，不論該等指示是否屬財務顧問/代理人的權力範圍內事宜。申請人無權就此向本公司、代名人及每一有關基金及/或投資公司及彼等之任何代理人索償，並承諾不會採取任何此類行動。

條款及條件

4. 申請人之每項交易均受下列各項約束：本條款及條件、有關基金或投資公司之香港基金說明書或銷售文件（或同等文件）、各有關基金或投資公司之組成文件及代名人協議之條款（各文件概以最新版本為準）。

指示/錄音

- 5.1 除非本公司另外接獲具體書面通知，聯名申請人中之任何一方均可發出有關操作「綜合理財賬戶」之指示，惟轉讓指示除外。若任何一名聯名申請人去世，「綜合理財賬戶」的所有權將撥歸尚存聯名申請人所有（此等撥歸將於本公司完成所需的核實及行政程序後生效）。
- 5.2 在申請表上指定或本公司以其他方式接獲之書面通知中指定為有權操作「綜合理財賬戶」之人士所發出（或聲稱由其發出）之一切指示均對申請人具約束力。本公司並無任何責任核實任何該等指示或查證發出（或聲稱發出）該等指示之任何人士之身份或權力。若任何第三者以欺詐方式使用申請人的簽名（不論該簽名乃屬真確或偽冒），本公司將毋須對申請人或任何其他人士負責。
- 5.3 在不影響本條款及條件任何其他規定的情況下，本公司可選擇進行其認為適當的認證程序，以查證、確定或澄清申請人的付款指示。若不可能完成任何令其滿意的認證程序，本公司可酌情押後處理付款指示至預計付款日期之後，直至可完成令其滿意的認證程序為止。若任何查證或確認未能令本公司滿意，本公司可拒絕執行有關指示，直至有關查證或確認結果令其滿意為止。若本公司或代名人於此等情況下延遲執行或拒絕執行指示，本公司或代名人毋須向申請人或任何人士負責。
- 5.4 申請人同意本公司有權採用錄音程序，以作為所錄取指示或通訊之確實證據。

賬戶結單/交易通知書/文件

- 6.1 本公司將全權決定按申請人在申請表上所列之（郵遞或電郵）地址或號碼以人手投寄或以電子方式發出交易通知書、轉讓通知、賬戶結單、支票及其他文件，所有風險概由申請人承擔。申請人之郵遞或電郵地址如有任何變更，申請人會盡快以書面或任何其他本公司可接受之方式通知本公司，而有關變更將會在本公司收到有關通知後由本公司可能不時指明之日期起生效。交易通知書、轉讓通知、賬戶結單、支票及其他文件一經寄往申請人的最後所知（郵遞或電郵）地址，即視作已妥善交付申請人。
- 6.2 倘若申請人未能在有關交易日之7個曆日內以書面方式通知本公司其並未收到任何交易通知書，有關交易將視作對申請人具約束力。
- 6.3 倘若申請人在本公司發出有關任何交易通知書、轉讓通知、賬戶結單、支票或其他文件的有關交易日之7個曆日內（或結單有關發出日期之30個曆日內），仍未以書面通知本公司指出任何上述交易通知書、轉讓通知、賬戶結單、支票或其他文件之任何錯誤，則可被視為已放棄向本公司、代表人或有關基金或投資公司提出反對或追討任何補救賠償之權利。

款項

- 7.1 所有申請款項必須按本公司之指示支付或轉賬。

redeemed on the day upon which that notice is received by JPMFAL or, if that day is not a dealing day or if that notice is received after the latest time for dealing as specified in the relevant offering document, on the next dealing day ("Effective Date") and for the redemption proceeds thereof to be remitted to the applicant or (b) to be transferred by the Nominee on the Effective Date directly to the applicant.

- 2.8 If the applicant is at any time in breach of these Terms and Conditions, JPMFAL may at any time whilst that breach is continuing by notice in writing immediately terminate its agency hereunder and cause all or any Units or Shares then held by the Nominee for the account of the applicant to be redeemed and the redemption proceeds thereof to be remitted to the applicant.
- 2.9 JPMFAL may from time to time at its absolute discretion use one or more Nominees in different jurisdictions, transfer all or part of the ownership or control of any Nominees, and transfer the applicant's Units or Shares to and/or between such Nominees.

FINANCIAL ADVISER/INTERMEDIARY

- 3.1 If a financial adviser/intermediary is named in the Application Form, JPMFAL is entitled to process any instructions received from such financial adviser/intermediary without further reference to the applicant unless JPMFAL has received prior contrary instructions in writing duly signed by the applicant.
- 3.2 Throughout the existence of this MasterAccount, the financial adviser/intermediary is the applicant's agent. JPMFAL shall not be responsible for the actions, omissions, validity or authority of instructions received and whether such instructions are within the power of the financial adviser/intermediary. The applicant shall have no right, and undertakes not to make any claim, against any of JPMFAL, the Nominee and any relevant fund or investment company and any of their respective agents in relation to such instructions.

TERMS AND CONDITIONS

4. For each transaction, the applicant will be bound by these Terms and Conditions, the Hong Kong explanatory memorandum or offering document (or equivalent) for the relevant fund or investment company, the terms of the constitutive documents of the relevant fund or investment company and the Nominee Agreement, in each case as amended from time to time.

INSTRUCTIONS/VOICE RECORDINGS

- 5.1 In the case of joint applicants, except for transfer instructions, any one of the joint applicants may give instructions for the operation of the MasterAccount unless JPMFAL is specifically notified otherwise in writing. In the case of death of one of the joint applicants, title to the MasterAccount shall vest in the surviving joint applicant(s) (such vesting shall become effective upon completion of the required verification and administrative procedures by JPMFAL).
- 5.2 All instructions given or purported to be given by a person named in the Application Form or otherwise notified to JPMFAL in writing as authorised to give instructions for the operation of the MasterAccount are binding on the applicant. JPMFAL shall not have any obligation to authenticate any such instructions or verify the identity or authority of any person giving or purporting to give such instructions. JPMFAL shall not be held responsible to the applicant or any other person for the fraudulent use by any third party of the signature of the applicant, whether such signature be authentic or forged.
- 5.3 Without prejudice to any other provisions contained herein, JPMFAL may at its option carry out any authentication procedures that it considers appropriate to verify, confirm or clarify the applicant's payment instructions. Where it has not been possible to complete any authentication procedures to its satisfaction, JPMFAL may at its discretion delay the processing of payment instructions, until authentication procedures have been satisfied, to a date later than the envisaged payment date. If JPMFAL is not satisfied with any verification or confirmation, it may decline to execute the relevant instruction until satisfaction is obtained. Neither JPMFAL nor the Nominee shall be held responsible to the applicant or any other person if it delays execution or declines to execute instructions in these circumstances.
- 5.4 The applicant agrees that JPMFAL may use voice recording procedures that can be used as evidence of the instructions or communications so recorded.

STATEMENTS/CONTRACT NOTES/DOCUMENTS

- 6.1 Contract notes, transfer advice, statements, cheques and other documents will be sent manually or electronically at JPMFAL's absolute discretion and at the risk of the applicant to the applicant's address (postal or e-mail) or number as detailed in the Application Form. The applicant shall promptly notify JPMFAL of any change of postal or email address in writing or by other means as accepted by JPMFAL and any such change shall be effective on such date as may be specified by JPMFAL from time to time following receipt by JPMFAL of such notice. Contract notes, transfer advice, statements, cheques and other documents sent to the applicant's last known address (postal or e-mail), will be deemed to have been duly delivered to the applicant.
- 6.2 If the applicant does not notify JPMFAL in writing of non-receipt of any contract notes within 7 calendar days of the relevant dealing day, the transactions will be deemed to be binding on the applicant.
- 6.3 If the applicant does not notify JPMFAL in writing of any errors in any such contract note, transfer advice, statement, cheque or other document within 7 calendar days of the relevant dealing day or, in the case of any statement, within 30 calendar days of the relevant issue date, the applicant shall be deemed to have waived any right to raise objections or pursue any remedies against JPMFAL, the Nominee or the relevant fund or investment company.

MONEYS

- 7.1 All application moneys must be paid or transferred as instructed by JPMFAL.

- 7.2 本公司有權將所收到任何與有關單位或股份之發售幣別不同之申請款項兌換為有關貨幣，風險及費用均由申請人自負。有關兌換率乃由本公司於收到款項後在合理範圍內盡早決定按其認為適當之現貨價或遠期價計算。
- 7.3 申請人無權就本公司為其持有或所欠申請人之任何款項（為免產生疑點，就此款項並不包括屬本公司所銷售或分銷或本公司擔任經理人或經理人代理人的任何基金或投資公司資產一部分的款項）收取任何利息，並同意本公司將收取自該等款項的利息留作己用。
- 7.4 若申請之全部或部分不獲接納，申請款項或其餘額將由本公司在拒絕受理的30個香港營業日內以電匯（費用由申請人自負）方式退還（不附利息）予申請人。
- 7.5 申請人確認本公司可將任何贖回款項或其他付款（如有）存入申請表內所載「常行收款指示」上所指定之申請人賬戶或存入由申請人另行書面通知本公司（或如本公司准許，透過任何交易設施提供）之名下其他賬戶。除非本公司事先已接獲由申請人親自簽署（或如本公司准許，透過任何交易設施提出）之有關相反指示，否則本公司將按此等方式支付款項，而毋須另行通知申請人。
- 7.6 申請人明白一切與付款及/或轉賬予或轉賬自本公司之款項有關的風險概由申請人承擔，任何情況下，除非及直至本公司已確實收到有關款項，否則申請人所支付及/或轉賬之任何款項概不會視作已確實由本公司收取。
- 7.7 申請人明白(i)本公司必須及已經遵守《證券及期貨（客戶款項）規則》、《證券及期貨（客戶證券）規則》及《證券及期貨（備存記錄）規則》所指定就處理客戶款項及財產之程序及規定，而各規則均由證監會根據《證券及期貨事務條例》所訂立，可不時作出修訂，並可供公眾取閱；及(ii)倘若上述規則有所規定，此等客戶款項及財產之處理將由本公司之審計師作出審核。

防止洗黑錢及選時交易之活動

- 8.1 申請人茲聲明所有申請款項並非第三者款項，而申請人每次向本公司付款時均被視為重複作出此項聲明。
- 8.2 申請人承諾不會從事選時交易或相關之過量短線交易之活動，而申請人每次向本公司遞交指示時均被視為重複作出此項承諾。
- 8.3 申請人並明白及接納一切買賣均須受制於適用之法例及規則（包括但不限於與選時交易、防止洗黑錢及打擊恐怖分子資金籌集相關者），以及本公司及聯屬公司之內部程序，而認購程序及/或贖回指示（包括款項的支付及過戶）或會因此等法例、規則之規定及/或程序而受到阻延及/或被拒絕受理。在此等情況下，本公司可自行酌情決定及採取本公司視為適當或必需之進一步行動。若本公司在此等情況下延遲執行或拒絕執行指示，本公司將一概不會對申請人或任何其他人士之損失、損害賠償或任何其他索償負責。
- 8.4 申請人同意需不時按本公司要求，就有關防止洗黑錢、打擊恐怖分子資金籌集及認識你的客戶的目的，以及適用於本公司及聯屬公司之法律及法規的要求，向本公司提供資料及文件。
- 8.5 申請人向本公司聲明並保證：(a)支付或轉移至本公司之申請款項並非亦不可能為來自，及不曾亦不會運用其綜合理財賬戶以助長任何犯罪活動或行為（包括但不限於稅務罪行，如蓄意及欺詐逃稅）的所得款項；及(b)申請人從來未曾在香港或其他地方干犯任何稅務罪行，亦未曾因此遭調查或被定罪。客戶同意於每次經由綜合理財賬戶進行交易時，被視為重複以上聲明並保證。若申請人並非綜合理財賬戶之實益擁有人，申請人向本公司聲明並保證獲授權及代表各實益擁有人作出上述聲明及保證。

分派

9. 除非本公司另外指明，所有分派、股息或其他權利均會以有關基金/股份類別或投資公司之基本貨幣派發，並將自動再投資。

通知

10. 申請人與本公司之間所有通知及其他通訊上所涉及之任何傳遞風險，概由申請人承擔。除本公司、代名人及有關基金或投資公司本身之蓄意失責或嚴重疏忽外，任何因電話、電子或其他通訊方式在傳送或發送方面之任何不確、中斷、錯失或延誤或故障，或任何設備發生故障或機能失常，本公司、代名人及有關基金或投資公司概不承擔任何責任，亦不會對上述情況所直接或間接或相應導致之任何損失承擔任何法律責任。

重大變更

11. 若本條款及條件或申請表內所提供之資料有任何重大變動，申請人及本公司雙方均有責任通知對方。

- 7.2 JPMFAL is authorised to convert any application moneys received by it in a currency other than that in which the relevant Units or Shares are offered, at the risk and expense and for the account of the applicant, into the relevant currency at a spot or forward rate as considered appropriate by JPMFAL as soon as reasonably practicable after receipt.
- 7.3 The applicant shall not be entitled to receive any interest on any moneys held or owed by JPMFAL for or to the applicant (for the avoidance of doubt, for this purpose this excludes any moneys which form part of the assets of any fund or investment company whose shares or units are offered or distributed by JPMFAL or in relation to which JPMFAL acts as manager or agent for the manager) and consents to JPMFAL retaining for its own benefit any interest received in connection with such moneys.
- 7.4 If an application is rejected in whole or in part, the application moneys or the balance thereof will be returned (without interest) by JPMFAL, at the cost of the applicant, by telegraphic transfer within 30 Hong Kong Business Days of the rejection.
- 7.5 The applicant confirms that payments of any redemption or other moneys, if any, shall be made to the applicant's account named in the STANDING PAYMENT INSTRUCTIONS set out in the Application Form or such other account in the name of the applicant as may be provided to JPMFAL by the applicant in writing or, if JPMFAL permits, through any Dealing Facility. Any such payment shall be made without further reference to the applicant unless JPMFAL has received prior contrary instructions in writing duly signed by the applicant(s) or, if JPMFAL permits, through any Dealing Facility.
- 7.6 The applicant hereby acknowledges that all risks associated with payment and/or transfer of moneys to or from JPMFAL shall be borne by the applicant and under no circumstances shall any moneys paid and/or transferred by the applicant be deemed receipt by JPMFAL unless and until such moneys are actually received by JPMFAL.
- 7.7 The applicant acknowledges that (i) JPMFAL is required to comply, and does comply, with the procedures and requirements for dealing with client money and property as specified in the Securities and Futures (Client Money) Rules, the Securities and Futures (Client Securities) Rules and the Securities and Futures (Keeping of Records) Rules, each made by the SFC under the Securities and Futures Ordinance as amended from time to time and available to the public; and (ii) if required by the aforementioned Rules, such dealing of client money and property shall be audited by the auditor of JPMFAL.

ANTI-MONEY LAUNDERING AND MARKET TIMING PRACTICES

- 8.1 The applicant hereby represents that all application moneys are not third party moneys and that this representation is deemed repeated every time the applicant effects payments to JPMFAL.
- 8.2 The applicant hereby undertakes not to engage in market timing or related excessive, short-term trading practices and that this undertaking is deemed repeated every time the applicant places instructions to JPMFAL.
- 8.3 The applicant further acknowledges and accepts that all dealings will be subject to applicable laws and regulations, including without limitation, those relating to market timing, anti-money laundering, counter terrorism financing, as well as the internal procedures of JPMFAL and its affiliates, and that the process of subscription and/or redemption instructions including payment and transfer of moneys may be delayed and/or declined due to requirements of these laws regulations and/or procedures. In these circumstances, JPMFAL may take such further action as it, in its discretion, may deem appropriate or necessary. JPMFAL shall have no liability or responsibility to the applicant or any other person for any losses, damages or any other claims whatsoever in relation to the delay or rejection of instructions in these circumstances.
- 8.4 The applicant agrees to provide such information and documentation from time to time as JPMFAL may request for purposes of its compliance with anti-money laundering, counter terrorism financing, know-your-client and other legal and regulatory requirements applicable to JPMFAL or its affiliates.
- 8.5 The applicant represents and warrants to JPMFAL that: (a) no application moneys paid or transferred to JPMFAL are or may be proceeds from, and it has not and will not use its MasterAccount in furtherance of, any criminal activity or conduct (including but not limited to tax crimes such as intentional and fraudulent tax evasion); and (b) it has never committed or been investigated for or convicted of any tax crime whether in Hong Kong or elsewhere. The client agrees that it shall be deemed to repeat the above representations and warranties at each time when it transacts via its MasterAccount. Where the applicant is not the beneficial owner(s) of the MasterAccount(s), the applicant represents and warrants to JPMFAL that it is authorised to make the above representations and warranties on behalf of each beneficial owner.

DISTRIBUTIONS

9. All distributions, dividends or other entitlements shall be paid in the base currency of the relevant fund/share class or investment company and will be reinvested automatically unless otherwise specified by JPMFAL.

NOTICES

10. All notices and other communications sent from or to the applicant will be sent at the risk of the applicant. Unless due to their wilful default or gross negligence, none of JPMFAL, the Nominee and the relevant fund or investment company shall be responsible for any inaccuracy, interruption, error or delay or failure in transmission or delivery of any telephone, electronic or other form of communication, or for any equipment failure or malfunction and none of them shall be liable for any direct or indirect or consequential losses arising from or in connection with the foregoing.

MATERIAL CHANGE

11. The applicant and JPMFAL undertake to each other to notify the other in the event of any material change to the information provided herein or in the Application Form.

責任；賠償

- 12.1 申請人明白及同意，倘若直接或間接因
- (a) 本「綜合理財賬戶」（包括但不限於本公司或代名人根據本條款及條件或根據代名人協議所提供之服務或因本公司或代名人接納、倚賴、就申請人或其代表所發出或聲稱由申請人或其代表發出之任何指示行事或未能就此行事），或
- (b) 任何人士之蓄意失責、疏忽或欺詐
- 而導致之任何直接或間接、特別或相應而產生之損失、損害賠償、費用或開支，本公司、代名人及任何有關基金或投資公司概毋須承擔責任。
- 12.2 若本公司、代名人及每一有關基金及/或投資公司及彼等之任何代理人（各「有關基金方」）（不論直接或間接）因為本「綜合理財賬戶」、或由於本公司或代名人接納、倚賴、按照或未能按照申請人或其代表發出或聲稱由申請人或其代表所發出之指示而行事等情況下而引致上述人士蒙受損失，申請人將賠償及同意不時賠償上述各方所面臨及招致的法律行動、訴訟、索償、損失、損害賠償、稅項（該詞彙定義見代名人協議）、費用及開支；惟因本公司、代名人或有關基金或投資公司之蓄意失責或嚴重疏忽所引致之損失則除外。
- 12.3 不論有否其他規定，申請人均須承擔代名人為申請人持有任何單位或股份而招致之任何稅項（該詞彙定義見代名人協議），惟不包括任何純粹由於代名人以其名義持有該等單位或股份而引致，但若申請人直接以其本人名義持有有關單位或股份則不會招致之稅項。

抵銷

- 13.1 不論本條款及條件有否其他規定，本公司有權(i)將其於根據《證券及期貨（客戶款項）規則》而於香港設獨立賬戶代申請人持有之客戶款項用作抵銷申請人就本公司進行其根據《證券及期貨條例》而獲發牌進行之活動而欠負本公司的款項，及(ii)將其代申請人所持有之任何其他現金用作抵銷本公司或任何有關基金方可對申請人提出之任何索償。
- 13.2 不論本條款及條件有否其他規定，本公司茲獲授權：
- (a) 扣起代申請人持有的任何資產、單位或股份（包括任何應就上述任何各項收取的證券）（統稱「投資」），以確保申請人能支付所欠本公司或任何有關基金方的款項或其他負債（「尚欠款項」）；及
- (b) 出售或指示任何有關基金方出售任何投資，並將任何出售所得之款項（或安排將該等所得款項）用作償還任何尚欠款項。

法律及稅務方面之影響

- 14.1 申請人務須自行瞭解在其擁有業務、戶籍、居留權、公民權及/或註冊成立地區之法律或任何有關法律或規例下其開立「綜合理財賬戶」及認購、持有、轉換、贖回及轉讓單位及/或股份及進行任何其他有關單位及/或股份之交易（以上各項稱為「有關事件」）而適用於其本人之有關法律、稅務及外匯管制各方面之規例，並就此徵詢意見，申請人並須完全遵守一切有關規例。
- 14.2 申請人明白，本公司或代名人或任何基金及/或投資公司又或該等基金及/或投資公司的任何經理人、投資經理或代理人概無：(i)就任何有關事件（或多項有關事件的結合）的稅務後果而作出任何保證及/或聲明，亦無(ii)就任何有關事件（或多項有關事件的結合）的任何稅務後果承擔任何責任。上述各方並分別表明，概不就任何有關事件（或多項有關事件的結合）及/或因任何有關事件（或多項有關事件的結合）所引致的任何損失承擔任何責任。
- 14.3 申請人並明白，有關組成文件及/或銷售文件所載有關稅項的資料僅為一般指引，不一定詳述有關基金及/或投資公司所有類別投資者的稅務後果。申請人明白有關基金及/或投資公司若在部分國家/地區獲得任何股息、利息收入、出售投資之增值及其他收益，或須繳納預扣稅或其他稅項。

個人資料

15. 除申請人另行反對並向本公司傳達外，申請人同意並接納摩根向申請人所提供個人資料私隱聲明所載披露，該聲明屬此等條款及條件的一部分。倘申請人向摩根提供任何第三者資料，申請人進一步確認及聲明，茲獲該等第三者授權向摩根提供資料，並且確認及聲明該等第三者接納並同意受個人資料私隱聲明約束。

其他

- 16.1 申請人聲明其已遵從，並會繼續遵從一切適用法例及規例，而申請人每次認購、贖回或轉換單位或股份時均被視為重複作出此項聲明。

LIABILITY; INDEMNITY

- 12.1 The applicant acknowledges and agrees that none of JPMFAL, the Nominee and any relevant fund or investment company will be responsible for any direct or indirect, special or consequential losses, damages, costs or expenses arising directly or indirectly out of or in connection with
- (a) this MasterAccount (including, without limitation, in connection with the services rendered by JPMFAL or the Nominee hereunder or under the Nominee Agreement or with JPMFAL or the Nominee accepting, relying on, acting or failing to act on, any instructions given or purported to be given by or on behalf of the applicant) or
- (b) any wilful default, negligence or fraud on the part of any other person.
- 12.2 The applicant shall indemnify and agrees to keep indemnified each of JPMFAL, the Nominee and each relevant fund and/or investment company and any of their respective agents (each a **“Relevant Fund Party”**) against any actions, proceedings, claims, losses, damages, Taxes (as that term is used in the Nominee Agreement), costs and expenses which may be brought against, suffered or incurred by any or all of them arising either directly or indirectly out of or in connection with this MasterAccount or with JPMFAL or the Nominee accepting, relying on, acting or failing to act on any instructions given or purported to be given by or on behalf of the applicant, unless due to the wilful default or gross negligence of JPMFAL, the Nominee or the relevant fund or investment company.
- 12.3 Notwithstanding anything to the contrary, the applicant will be responsible for any Taxes (as that term is used in the Nominee Agreement) incurred by the Nominee in respect of any Units or Shares held for the account of the applicant other than any such Taxes which may be incurred solely by reason of the Nominee holding those Units or Shares in its name and which would not have been incurred had the applicant held the relevant Units or Shares directly in the applicant's name.

SET OFF

- 13.1 Notwithstanding any other provision of these Terms and Conditions, JPMFAL is entitled to set off (i) any cash which is client money held on account of the applicant in a segregated account in Hong Kong pursuant to the Securities and Futures (Client Money) Rules against any money that the applicant owes JPMFAL in respect of the carrying on by JPMFAL of an activity for which it is licensed under the Securities and Futures Ordinance, and (ii) any claim JPMFAL, or any of the Relevant Fund Parties, may have against the applicant against any other cash held on account of the applicant.
- 13.2 Notwithstanding any other provision of these Terms and Conditions, JPMFAL is authorised:
- (a) to withhold any assets, Units or Shares (including any securities receivable in respect of any of the foregoing) held on account of the applicant (together, the **“Investments”**) to secure the payment of any amount owed by or other liability of the applicant to JPMFAL or any of the Relevant Fund Parties (**“Amounts Owing”**); and
- (b) to dispose of, or to instruct any Relevant Fund Party to dispose of, any Investments and apply the proceeds of any such sale, or cause such proceeds to be applied, against any Amounts Owing.

LEGAL AND TAX IMPLICATIONS

- 14.1 The applicant must inform itself of, and take its own advice on, the relevant legal, tax and exchange control regulations which apply to it relating to entry into the MasterAccount and the subscription, holding, switching, redemption and transfer of and any other transactions in Units and/or Shares (each, a **“Relevant Event”**) under the laws of the place of its operations, domicile, residence, citizenship and/or incorporation or any other relevant laws or regulations and the applicant shall fully observe all such regulations.
- 14.2 The applicant acknowledges that neither JPMFAL nor the Nominee nor any fund and/or investment company, nor any manager, investment manager or agents of such fund and/or investment company have (i) made any warranty and/or representation as to the tax consequences in relation to any Relevant Event (or combination of Relevant Events), or (ii) taken any responsibility for any tax consequences in relation to any Relevant Event (or combination of Relevant Events) and each of such parties expressly disclaims any liability whatsoever for any tax consequences in relation to any Relevant Event (or combination of Relevant Events) and/or for any loss howsoever arising (whether directly or indirectly) from any Relevant Event (or combination of Relevant Events).
- 14.3 The applicant also acknowledges that the information relating to tax contained in the relevant constitutional documents and/or offering documents is intended as a general guide only and do not necessarily describe the tax consequences for all types of investors in the relevant fund and/or investment company. The applicant understands that dividends, interest income, gains on the disposal of investments and other income received by the relevant fund and/or investment company on its investments in some countries may be liable to the imposition of withholding tax or other tax.

PERSONAL DATA

15. Unless otherwise objected to by the Applicant and communicated to JPMFAL, the Applicant agrees and accepts the disclosures as set out in Personal Data Privacy Statement provided by JPMFAL to the Applicant and such statement shall form part of these Terms and Conditions. If the Applicant provides any third party Data to JPMFAL, the Applicant further confirms and represents that it is authorised by such third parties to provide Data to JPMFAL and that such third parties accept and agree to be bound by the Personal Data Privacy Statement.

MISCELLANEOUS

- 16.1 The applicant represents that it has complied with, and will continue to comply with, all applicable laws and regulations and that this representation is deemed repeated every time the applicant subscribes, redeems or converts Units or Shares.

- 16.2 就本申請表而言，「香港營業日」指星期一至五（包括首尾兩天）香港銀行經營一般銀行業務的日子（本港假期除外）。
- 16.3 若有關基金或投資公司的管理公司或經理人認為就保障有關基金或投資公司單位或股份現有持有人利益起見乃屬必要，該等基金或投資公司或其附屬基金或會在沒有通知單位或股份持有人之情況下暫停接受新認購或轉換申請（惟並不禁止贖回該基金或投資公司單位或股份或將之轉換為其他基金或投資公司）。
- 16.4 本條款及條件內所賦予本公司之每項利益、權利及賠償保證均在依照適用法律及規例（經不時修訂）的可行情況下賦予每名有關基金方，猶如所載者乃悉數賦予每一方無異。
- 16.5 凡提及個人之詞語亦包括公司在內，提及個別性別之詞語亦包括另一性別在內，提及單數之詞語亦包括複數之含義，反之亦然。
- 16.6 各聯名申請人所負乃共同及各別之責任，凡此中提及申請人之處，均須解釋為提及聯名申請人中任何一方或多方（如適用）。
- 16.7 「綜合理財賬戶」屬申請人私人所有，申請人不得以任何方式抵押、出讓或轉讓。
- 16.8 本公司保留按其全權決定修改上述條款及條件之權利，而申請人亦同意接受任何該等修改約束。本公司將在合理可行範圍內盡早將該等修改告知申請人。
- 16.9 申請人對履行本條款及條件所訂任何義務時必須嚴格遵守時間規定。
- 16.10 任何時候若本條款及條件之任何條文因任何適用法律而成為不合法、無效或無法執行，則餘下條文之效力或可執行範圍概不受影響或妨礙。
- 16.11 本公司若未有或延誤行使其任何權利，概不表示放棄或取消該等權利。
- 16.12 本公司可不時提供及／或撤銷額外服務和優惠（包括但不限於推廣優惠和折扣）予指定的申請人、「綜合理財賬戶」持有人和客戶，而提供給任何個別一方的額外服務和優惠可能會有不同，將由本公司全權決定。

適用法律

17. 本條款及條件受英國法律管轄，並依英國法律解釋。

風險聲明

- 18.1 單位及股份之價格會出現變動，有時更會急劇波動。單位或股份之價格可升亦可跌，甚至可能變成毫無價值。買賣基金或股份可能會招致損失，亦可能會獲利。
- 18.2 本公司在香港以外地方收取或持有的客戶資產，是受到有關海外司法管轄區的適用法律及規例所監管的。這些法律及規例與《證券及期貨條例》(第571章)及根據該條例制訂的規則可能有所不同。因此，有關客戶資產將可能不會享有賦予在香港收取或持有的客戶資產的相同保障。
- 18.3 任何時候若申請人申請認購任何屬對沖基金之基金或投資公司之單位或股份，申請人明白投資任何該等基金或投資公司會涉及特殊風險，而申請人已閱讀及完全明白有關基金或投資公司之香港基金說明書或銷售文件（或同等文件）內所載之風險。
- 18.4 申請人如在任何時間申請認購一項必須進行金融衍生工具認識評估的基金單位或股份，申請人明白並同意，倘若申請人並未擁有必要之衍生工具知識，將會被限制不得投資於該基金。為免存疑，本公司保留權利可拒絕接納有關認購申請。

- 16.2 For the purposes of this Application Form, "Hong Kong Business Day" shall mean any days from and including Monday to Friday (except a local holiday) when banks in Hong Kong are opened for normal banking business.
- 16.3 Certain funds or investment companies, or the sub-funds thereof, may be closed to new subscriptions or conversions in the same (but not to redemptions or conversions out of the same) without notice to holders of Units or Shares if, in the opinion of the management company or manager of the relevant fund or investment company, this is necessary to protect the interests of existing holders of Units or Shares of the relevant fund or investment company.
- 16.4 Each benefit, right and indemnity set out herein in favour of JPMFAL is also given, to the extent possible under applicable law and regulation (as may be amended from time to time), in favour of each Relevant Fund Party as if set out in full in favour of each such party.
- 16.5 References to persons include corporations, references to one gender include both genders and references to the singular include the plural and vice versa.
- 16.6 Each joint applicant's obligation is joint and several and any reference herein to the applicant, where appropriate, may refer to any one or more of such persons.
- 16.7 The MasterAccount is personal to the applicant and cannot be charged, assigned or transferred in any way by the applicant.
- 16.8 JPMFAL reserves the right at its absolute discretion to vary these Terms and Conditions and the applicant agrees that it will be bound by any such variation. JPMFAL shall notify the applicant of any such variation as soon as reasonably practicable.
- 16.9 Timing shall be of the essence for any of the applicant's obligations hereunder.
- 16.10 If at any time any provision of these Terms and Conditions is or becomes illegal, invalid or unenforceable under any applicable law, neither the validity nor enforceability of the remaining provisions will in any way be affected or impaired.
- 16.11 Failure or delay by JPMFAL in exercising any of its rights shall not constitute a waiver or forfeiture of such rights.
- 16.12 JPMFAL may from time to time provide and/or withdraw additional services and benefits (including but not limited to promotional offers and discounts) to selected applicants, MasterAccount holders and clients. The additional services and benefits available to each of such persons may be different and shall be determined by JPMFAL at its absolute discretion.

APPLICABLE LAW

17. These Terms and Conditions shall be governed by and construed in accordance with the laws of England.

RISK STATEMENTS

- 18.1 The price of Units and Shares fluctuates, sometimes dramatically. The price of Units or Shares may move up or down, and may even become valueless. It is as likely that losses will be incurred as profit made as a result of buying and selling Units or Shares.
- 18.2 Client assets received or held by JPMFAL outside Hong Kong are subject to the applicable laws and regulations of the relevant overseas jurisdiction which may be different from the Securities and Futures Ordinance (Cap.571) 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.
- 18.3 If the applicant at any time applies for Units or Shares in any fund or investment company which is a hedge fund, the applicant acknowledges that there are special risks involved with investment in any such fund or investment company and that it has read and fully understood the risks set out in the Hong Kong explanatory memorandum or offering document (or equivalent) of the relevant fund or investment company.
- 18.4 If the applicant at any time applies for Units or Shares in a fund that requires financial derivatives knowledge assessment, the applicant acknowledges and agrees that it will be restricted from investing in such fund if the applicant does not possess the requisite knowledge of derivatives. For avoidance of doubt, JPMFAL reserves the rights to reject the related subscription instruction.

交易資料 DEALING INFORMATION

- **最低投資額** — 大部分基金/股份類別之最低首次**整額投資**為2,000美元，惟摩根全天候組合基金為5,000美元，上投摩根基金*為100元人民幣，以人民幣計價的基金/股份類別為16,000元人民幣，及其他由摩根基金（亞洲）有限公司所指定之基金/股份類別除外。
 - **交易日** — 每日交易之基金通常在星期一至五交易，除非香港銀行於當日沒有營業或基金所投資的主要市場於當日休市（例如當地假期）。
 - **交易處理** —
 - 股票及債券基金**：若一切有關文件/付款證明均在交易日當天的截止交易時間前收受，閣下的指示會以當日的收市價獲得處理。
 - 摩根貨幣基金 — 港元及摩根基金 — 美元浮動淨值貨幣基金**：我們會在銀行確認收妥閣下付款後的同一個交易日處理閣下的指示。
 - 交易完成後，我們會發出一份交易通知書。
- * 認購上投摩根基金必須以人民幣付款。
- **Investment Minimum** - The minimum initial **lump sum** investment in most funds/share classes is USD2,000. Exceptions: USD5,000 for JPMorgan Evergreen Fund, RMB100 for CIFM Funds*. RMB16,000 for other RMB denominated funds/share classes or such other funds/share classes as may be specified by JPMorgan Funds (Asia) Limited.
 - **Dealing Days** - Normal dealing days are from Monday to Friday, except when banks in Hong Kong are closed and when a fund has a significant holding in a market that is closed (e.g. for a local holiday).
 - **Deal Processing** -
 - For equity and bond funds:** Your order will be processed at that day's closing price provided all relevant documents/proof of payments are received before the dealing deadline.
 - For JPMorgan Money Fund - HK\$ and JPMorgan Funds - US Dollar Money Market VNAV Fund:** Your order will be processed on the dealing day on which we have received confirmation from our bank that your payment has been cleared.
 - A Contract Note will be issued upon completion of the deal.
- * The subscription payment for CIFM Funds must be settled in RMB.

付款詳情 HOW TO MAKE PAYMENT

電匯或銀行轉賬	應匯往摩根下列的指定銀行賬戶。請必須將銀行所發出並清楚列明匯款日期、貨幣及金額、受益人賬戶、收款銀行、「綜合理財賬戶」持有人姓名及/或號碼的有效收據副本遞交至本公司。
Telegraphic & Bank Transfers	Telegraphic and Bank Transfers should be remitted to the relevant account below. A copy of the bank's validated receipt, clearly showing the value date, currency/amount, beneficiary account, remitting bank and the name of MasterAccount holder and/or MasterAccount number must be submitted.

以第三者名義付款、現金及支票直接存款恕不接納。 Payments by third parties and direct deposits of cash or cheques will not be accepted.

銀行轉賬資料 BANK TRANSFER INFORMATION

澳元 AUD	銀行名稱 Bank Name: JPMorgan Chase Bank N.A. Level 34, AAP Centre, 259 George Street, Sydney NSW 2000, Australia Swift Code: CHASAU2X 賬戶名稱 Account Name: JPMorgan Funds (Asia) Ltd - Client Monies 賬戶號碼 Account No.: 0010067030	港元 HKD	銀行名稱 Bank Name: JPMorgan Chase Bank, N.A. 16th Floor, Tower 2, The Quayside, 77 Hoi Bun Road, Kwun Tong Hong Kong Swift Code: CHASHKHH 賬戶名稱 Account Name: JPMorgan Funds (Asia) Ltd - Client Monies 賬戶號碼 Account No.: 6891920008
加元 CAD	銀行名稱 Bank Name: JPMorgan Chase Bank, N.A. Suite 4500, TD Bank Tower, 66 Wellington Street West, Toronto, ON M5K 1E7, Canada Swift Code: CHASCATTCTS Clearing Code: 027000012 賬戶名稱 Account Name: JPMorgan Funds (Asia) Ltd - Client Monies 賬戶號碼 Account No.: 4683000150 中轉銀行 Correspondent Bank: Royal Bank of Canada Toronto 中轉銀行 SWIFT BIC: ROYCCAT2 Correspondent Bank SWIFT BIC: ROYCCAT2	日圓 JPY	銀行名稱 Bank Name: JPMorgan Chase Bank, N.A. Floor 29, Tokyo Building, 2-7-3 Marunouchi, Chiyoda-Ku, Tokyo 100-6432, Japan Swift Code: CHASJPJT 賬戶名稱 Account Name: JPMorgan Funds (Asia) Ltd - Client Monies 賬戶號碼 Account No.: 0171458953
人民幣# CNY#	銀行名稱 Bank Name: JPMorgan Chase Bank, N.A. 16th Floor, Tower 2, The Quayside, 77 Hoi Bun Road, Kwun Tong Hong Kong Swift Code: CHASHKHH 賬戶名稱 Account Name: JPMorgan Funds (Asia) Ltd - Client Subscription Monies 賬戶號碼 Account No.: 6847920045	紐元 NZD	銀行名稱 Bank Name: JPMorgan Chase Bank, N.A., New Zealand Branch Level 13 ASB Tower, 2 Hunter Street, Wellington 6011, New Zealand Swift Code: CHASNZ2A 賬戶名稱 Account Name: JPMorgan Funds (Asia) Ltd - Client Monies 賬戶號碼 Account No.: 17001149 中轉銀行 Correspondent Bank: ANZ Bank New Zealand 中轉銀行 SWIFT BIC: ANZBNZ22 Correspondent Bank SWIFT BIC: ANZBNZ22
歐元 EUR	銀行名稱 Bank Name: J.P. Morgan AG Taunusturm Taunustor 1, Frankfurt AM Main, Germany 60310 Swift Code: CHASDEFX IBAN: DE20501108006001600672 賬戶名稱 Account Name: JPMorgan Funds (Asia) Ltd - Client Monies 賬戶號碼 Account No.: 6001600672	新加坡元 SGD	銀行名稱 Bank Name: JPMorgan Chase Bank, N.A. 17/F, Capital Tower, 168 Robinson Road, Singapore 068912 Swift Code: CHASSGSG 賬戶名稱 Account Name: JPMorgan Funds (Asia) Ltd - Client Monies 賬戶號碼 Account No.: 0111949718
英鎊 GBP	銀行名稱 Bank Name: JPMorgan Chase Bank, N.A. 25 Bank Street, Canary Wharf, London, United Kingdom E14 5JP Swift Code: CHASGB2L IBAN: GB23CHAS60924224021301 Sort Code: 609242 賬戶名稱 Account Name: JPMorgan Funds (Asia) Ltd - Client Monies 賬戶號碼 Account No.: 24021301	美元 USD	銀行名稱 Bank Name: JPMorgan Chase Bank, N.A. 270 Park Avenue, New York, New York 10017, USA Swift Code: CHASUS33 賬戶名稱 Account Name: JPMorgan Funds (Asia) Ltd - Client Monies 賬戶號碼 Account No.: 400935872

* 認購上投摩根基金必須以人民幣付款。 The subscription payment for CIFM Funds must be settled in RMB.

匯款人 By order of: _____

「綜合理財賬戶」持有人姓名及/或號碼 Name(s) of MasterAccount holder(s) and/or MasterAccount No.

申請人將負責支付任何由其匯款銀行或其他代理銀行所徵收的一切費用。 The applicant(s) is/are responsible for any charges levied by the remitting bank or any correspondent bank.

聯絡我們 CONTACT US

摩根基金（亞洲）有限公司
香港中環干諾道中 8 號遮打大廈 21 樓
香港郵政總局信箱 11448 號

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21st Floor, Chater House, 8 Connaught Road Central, Hong Kong
GPO Box 11448, Hong Kong

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