

「綜合理財賬戶」之條款及條件 (2019年11月修訂版) Revised MasterAccount Terms and Conditions (November 2019)

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。

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) 摩根及/或任何摩根實體的業務之全部或任何重大部分的任何受讓人所提供的其他金融服務及產品；
 - (g) 使：
 - i) 任何摩根實際或建議的承讓人；
 - ii) 任何摩根對於閣下及/或「綜合理財賬戶」的權利或義務的實際或建議的參與者、次參與者或受讓人；及/或
 - iii) 任何摩根對於閣下及/或「綜合理財賬戶」的義務的更替方，能夠評核、執行及/或完成任何出讓、參與、次參與、轉讓、約務更替或其他類似安排的有關交易；及
 - (h) 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

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.

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/or any transferee of a whole or any substantial part of business of any JPMorgan entity;
 - (g) enabling:
 - i) any actual or proposed assignee(s) of JPMorgan;
 - ii) any actual or proposed participant(s), subparticipant(s) or transferee(s) of JPMorgan's rights or obligations with respect to you and/or the MasterAccount; and/or
 - iii) any person(s) in whose favour JPMorgan's obligations with respect to you and/or the MasterAccount are, or are to be, novated, to evaluate, execute and/or complete the transaction(s) intended to be the subject of any assignment, participation, subparticipation, transfer, novation or other similar arrangement; and
 - (h) 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

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
- (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」及「直接促銷」兩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）；
 - (f) 摩根為上文「目的及用途」一節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）；及
 - (g) 任何摩根實際或建議的承讓入、任何摩根對於閣下及/或「綜合理財賬戶」的權利或義務的實際或建議的參與者、次參與者或受讓人，及/或任何摩根對於閣下及/或「綜合理財賬戶」的義務的更替方。
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

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) 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" and "Direct Marketing" sections 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;
 - (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; and
 - (g) any actual or proposed assignee(s) of JPMorgan, any actual or proposed participant(s), subparticipant(s) or transferee(s) of JPMorgan's rights or obligations with respect to you and/or the MasterAccount, and/or any person(s) in whose favour JPMorgan's obligations with respect to you and/or the MasterAccount are or are to be novated.
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

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定之「單位」或「股份」範圍內，而毋須知會申請人。

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）收取不時修訂並於網址（定義見第5.1條）指定之費用，以第5條及網址所載之方式進行電子交易，並暫停或結束網址之運作。
- 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

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.

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 and as specified at the Site (as defined in paragraph 5.1), deal in such manners as set out in paragraph 5 and at the Site for electronic dealings, and to suspend or close the operation of the Site.
- 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,

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，本公司及代名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。

條款及條件

3. 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、代名人協議之條款及（如屬透過網址或交易設施（定義見第5.1條）發出的指示）有關網址或交易設施運作的任何條款及條件（各文件概以最新版本為準）。

指示/錄音

- 4.1 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）。
- 4.2 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。
- 4.3 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。
- 4.4 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。
- 4.5 本公司以其作為單位或股份之分銷機構的身份，有權就處理申請人發出的單位或股份轉出指示收取手續費。以每單轉出指示計算，手續費為轉移單位或股份最新發佈市值的0.5%（最新發佈市值以本公司向申請人確認該轉出指示時確定）及250港元（或其他貨幣之等值）中較高者。轉出指示會於本公司手續費收訖後始作處理。

電子交易設施及電話交易

- 5.1 本第5條適用於申請人所使用任何本公司不時指定之網址或聯網域名（「網址」）及任何其他交易設施，例如本公司不時提供之電話系統、個人資料輔助裝置及互動回應系統（網址及不時提供之所有其他交易設施統稱為「交易設施」）。
- 5.2 本公司會向申請人發出登入密碼及一次性密碼，以便申請人登入網址之若干部分或使用任何其他交易設施。申請人必須負責保管登入密碼及一次性密碼。本公司有權推定任何運用申請人之登入密碼及一次性密碼登入網址有關部分或使用任何此等交易設施之人士乃申請人本人或已獲申請人授權代其行事。
- 5.3 當運用登入密碼及一次性密碼而使用任何交易設施時，申請人即授權本公司接受及/或確認由申請人發出之指示，包括使用經網址傳送以電子加密訊息形式傳遞之指示，並授權本公司以網址及其他交易設施為媒介與申請人通訊或傳遞資料、文件及/或資訊。
- 5.4 本公司凡接納經使用申請人之登入密碼及一次性密碼所作出之指示，均會按有關基金或投資公司之程序在可行情況下盡快處理，但本公司必須在已收到一切所需文件，並若認購單位或股份時必須收到符合本公司要求之網上繳賬證明或

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 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.

TERMS AND CONDITIONS

3. 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, the Nominee Agreement, and in respect of instructions placed through the Site or the Dealing Facilities (as defined in paragraph 5.1) any such terms and conditions in relation to the operation of the Site or the Dealing Facilities, in each case as amended from time to time.

INSTRUCTIONS/VOICE RECORDINGS

- 4.1 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).
- 4.2 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.
- 4.3 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.
- 4.4 The applicant agrees that JPMFAL may use voice recording procedures that can be used as evidence of the instructions or communications so recorded.
- 4.5 JPMFAL, in its capacity as a distributor of the Units or Shares, has the right to charge the applicant a handling fee for transfer-out instructions in respect of such Units or Shares. For each transfer-out instruction, the handling fee charged shall be 0.5% of the latest available net asset value of the Units or Shares being transferred (as ascertained at the time JPMFAL confirms such transfer-out instruction with the applicant), or HKD250 (or its equivalent in another currency), whichever is higher. Such handling fee must be received by JPMFAL in cleared funds before the transfer is effected.

ELECTRONIC DEALING FACILITY AND TELEPHONE DEALINGS

- 5.1 This paragraph 5 applies to the applicant's use of any website or internet domain name from time to time as specified by JPMFAL ("Site") and any other dealing facilities, such as telephone systems, personal data assistance devices and interactive response systems, that may be provided by JPMFAL from time to time (the Site and any such other dealing facilities together the "Dealing Facilities" and individually a "Dealing Facility").
- 5.2 JPMFAL may issue the applicant with a login PIN and one time password ("OTP") from time to time in order for the applicant to access certain parts of the Site or to use any other Dealing Facility. The applicant is responsible for safeguarding any such login PIN and OTP. JPMFAL shall be entitled to assume that any person accessing such parts of the Site or using any such other Dealing Facility with that login PIN and OTP is either the applicant or is authorised to act for the applicant.
- 5.3 By accessing any Dealing Facility with a login PIN and OTP, the applicant authorises JPMFAL to receive and/or confirm instructions sent by the applicant, including by the use of electronically encrypted messages sent via the Site, and further authorises JPMFAL to use the Site or other Dealing Facility as a medium to communicate with or transmit data, documentation and/or information to the applicant.
- 5.4 All instructions accepted by JPMFAL by use of the applicant's login PIN and OTP will be processed as soon as practicable in accordance with the procedures for the relevant fund or investment company and subject to receipt by JPMFAL of all requested

- 付訖之款項（必須為指定貨幣（如適用）的確實款額）時方作處理。只有在申請表所載常行收款指示已獲填妥後，透過網址發出贖回單位或股份之指示才會獲得受理。發放贖回款項之貨幣，只限為申請表所指定戶口所屬及本公司可提供之貨幣。本公司若以電子方式傳遞或以其他方式發出任何有關覆實收到指示之通知，均不視作本公司已接納該等指示。
- 5.5 申請人明白本公司可全權自行決定更改、修訂、暫停或終止網址或任何其他交易設施（或其中部分）及有關之服務，而毋須另行通知。申請人亦明白本公司可全權酌情更改及施加有關網址或任何其他交易設施的運作及所提供的服務的條款及條件；而申請人同意受任何該等更改之約束。
- 5.6 若(1)本公司拒絕受理申請人透過網址發出的指示（包括申請人於網上支付及本公司收到之申請款項與申請人所發出之指示不符），或(2)申請人為開立帳戶作為身核實程序的一部分支付款項，但申請人並未發出指示就該款項認購任何單位及/或股份，申請人明確授權本公司可全權：
- (a) 在指令被拒絕受理時自動將申請款項、贖回款項、將轉換出售款項、或上述開戶時所付之款項（或其中任何部分）用作認購摩根貨幣基金或任何其他屬貨幣基金性質之基金，直至本公司再接獲有效指示為止；或
- (b) 於被拒絕受理之30個香港營業日（定義見第16.2條）內以本公司所決定方式將該等款項（不計利息）退還申請人，費用由申請人承擔。
- 5.7 若申請人所付任何申請款項根據第5.6條而自動用作認購摩根貨幣基金或任何其他屬貨幣基金性質之基金，申請人有權於本公司所決定之日期及時間（通常為有關基金或投資公司下一交易日中午12時後）轉換或贖回該等申請款項。
- 5.8 申請人明白網址之內容或本公司透過任何其他交易設施所提供之內容（「內容」）須受版權及其他可能存在之知識產權（「知識產權」）之約束。除經法律明文許可，申請人在使用網址或任何其他交易設施或任何內容時，概不可、亦不得容許他人出售、修改、抄錄、複製、分發、展示或發表任何申請人並不擁有或按特許權擁有之內容，或以其他方式侵犯他人之知識產權。
- 5.9 網址或任何其他交易設施可能會含有申請人以郵寄、電郵或其他方式傳遞之內容及/或（如屬網址）其他網址使用者傳遞之內容（「使用者內容」），本公司有權登入及檢閱任何使用者內容及全權決定移動、移走或禁止查閱使用者內容或致使上述情形出現。
- 5.10 申請人授予本公司一項永久延續、不可撤銷及免使用費之特許權，可使用、複製、修改、改寫、發表、翻譯、分發及展示申請人以郵寄、電郵或其他方式傳遞之全部或部分資料，及將其收錄於其他文件。
- 5.11 申請人同意自行承擔使用網址或任何其他交易設施或登入密碼及一次性密碼，以及由本公司或其代理透過網址或任何其他交易設施或電子郵件或其他交付方式交付（「交付」）資料或文件時可能會受到互聯網及電郵服務涉及之若干資訊科技風險及出現中斷之風險。儘管本公司相信網址或任何其他交易設施所載或以任何交付方式交付之資料於本公司發表或交付當日及當時乃屬準確，惟本公司並不保證該資料乃屬準確、完備、有效或可靠；亦不保證內容及交付（包括任何內在資料）毫無錯誤或網址或任何操作網址之伺服器或交付毫無電腦病毒或其他有害成份。倘出現任何錯誤或遺漏或影響網址或任何操作網址或管理交付之伺服器之任何電腦病毒或其他有害成份，或若出現任何時間延誤、系統故障或障礙、傳送熄滅、任何因互聯網流通問題而導致之傳送延誤、資料或通訊被截取、錯誤資料傳送或與網址或其使用或交付有關之傳遞錯誤或由於互聯網或交付之公開性質而引致之資料或通訊被截取，本公司、其聯屬公司、本公司或其聯屬公司之任何董事或僱員概不承擔責任（包括第三者責任）。申請人若因使用網址或交付而引致需要修理或更換任何財產、物料、設備或資料，本公司或其聯屬公司對其可能招致之開支及費用概不負責。本公司或其聯屬公司、其各自之董事及/或僱員可能持有或不持有網址或任何其他交易設施內所述之證券與該等證券有關之投資。
- 5.12 倘於任何司法權區內分發資料、提呈發售或招攬購買任何證券乃屬違法，又或向任何人士分發資料、提呈發售或招攬購買任何證券乃屬違法，則網址或任何其他交易設施內所載資料概不構成發售或提呈發售或招攬購買證券之事項。
- 5.13 申請人明白網址上不時載列之任何單位或股份價格可能有別於申請人所獲發行或所贖回每單位或每股之實際價格。每單位或每股之實際價格將於任何有關認購、贖回或轉換投資項目指示執行後以交易通知書覆實。
- documentation and, in respect of any subscription of Units or Shares, at JPMFAL's absolute discretion either proof of online bill payment satisfactory to JPMFAL or cleared funds, each with the exact payment amount in specified currencies as applicable. Instructions to redeem Units or Shares placed through the Site will only be accepted if the STANDING PAYMENT INSTRUCTIONS set out in the Application Form has been duly completed. The currencies in which redemption will be paid shall be limited to the currency of the account specified in the Application Form and made available by JPMFAL. Any confirmation of receipt of instructions electronically transmitted by JPMFAL or sent by any other means does not constitute acceptance by JPMFAL of those instructions.
- 5.5 The applicant acknowledges that JPMFAL may, in its sole discretion and without notice, vary, modify, suspend or discontinue the Site or any other Dealing Facility (or part thereof) and the services available on it. The applicant further acknowledges that JPMFAL may, in its sole discretion vary, or impose additional, terms and conditions in relation to the operation of the Site or any other Dealing Facility and the services available on it; and the applicant agrees to be bound by any such variation.
- 5.6 In the event that (1) JPMFAL rejects the applicant's instruction(s) placed through the Site, including where application moneys paid online by the applicant and received by JPMFAL do not match the instruction(s) placed by the applicant, or (2) for the purpose of account opening, moneys are paid by the applicant as part of the identity verification procedures but without instruction(s) being given by the applicant to apply such moneys to subscribe for any Units and/or Shares, the applicant expressly authorises JPMFAL, having the sole discretion, to either:
- (a) automatically use the amount of application moneys, redemption proceeds, switch sell proceeds, or the aforementioned account opening payment (or any part thereof) to subscribe to JPMorgan Money Fund or any other fund in the nature of a money fund upon rejection of the order(s) and until further valid instructions have been received by JPMFAL; or
- (b) return such payment (without interest) to the applicant, at the cost of the applicant by such means determined by JPMFAL, within 30 Hong Kong Business Days (as defined in paragraph 16.2) of such rejection.
- 5.7 In the event that any application moneys paid by the applicant is automatically subscribed to JPMorgan Money Fund or any other fund in the nature of a money fund pursuant to paragraph 5.6, the applicant shall be entitled to switch or redeem such application moneys at such time and on such date as determined by JPMFAL which is normally after 12:00pm on the next dealing day of the relevant fund or investment company.
- 5.8 The applicant acknowledges that content on the Site or otherwise available from JPMFAL through any other Dealing Facility ("Content") is subject to copyright and possibly other intellectual property rights ("IPRs"). Unless expressly permitted by law, the applicant shall not, and shall not permit any other person to, sell, modify, copy, reproduce, distribute, display or publish any Content which the applicant does not own or hold under licence or otherwise infringe the IPRs of any person in using the Site or any other Dealing Facility or any Content.
- 5.9 The Site or any other Dealing Facility may contain Content posted, emailed or otherwise submitted by the applicant and/or, in the case of the Site, by other users of the Site ("User Content"). JPMFAL has the right to access and examine any User Content and may in its absolute discretion move, remove or disable access to User Content or cause the same to be done.
- 5.10 The applicant grants JPMFAL a perpetual, irrevocable, royalty free licence to use, reproduce, modify, adapt, publish, translate, incorporate in other works, distribute and display any information posted, emailed or otherwise submitted by the applicant, in whole or in part.
- 5.11 The use of the Site or any other Dealing Facility or login PIN and OTP, and the delivery ("Delivery") of information or documents by JPMFAL or its agents through the Site or any other Dealing Facility or via electronic mail or other modes of delivery, may be subject to certain information technology risks and disruption, and is at the risk of the applicant. While JPMFAL believes that the information contained on the Site or any other Dealing Facility or delivered by any modes of delivery is or will be accurate as at the time and date upon which it is published or delivered by JPMFAL, no warranty is given in respect of the accuracy, completeness, usefulness or reliability of that information and no warranty is given that the Content and the Delivery (including any such information) will be error free or that the Site or any servers that operate it or the Delivery are free of viruses or other harmful components. No liability in respect of any errors or omissions or the existence of any virus or other harmful component affecting the Site or any server that operates it or that manages the Delivery (including third party liability) or in respect of any time delay, system disruption or interruption, transmission blackout, any delayed transmission due to internet traffic, interception of any data or communications, incorrect data transmission or other transmission errors in connection with the Site or use thereof or the Delivery, or interception of data or communications in connection with the public nature of the internet and the Delivery, is accepted by JPMFAL or its affiliates or any director or employee of JPMFAL or its affiliates. JPMFAL or its affiliates will not be responsible for any costs or expenses which may be incurred if the applicant's use of the Site or the Delivery results in any servicing or replacement of property, material, equipment or data. JPMFAL or its affiliates, their directors and/or employees may or may not have a position in or with respect to the securities mentioned on the Site or any other Dealing Facility.
- 5.12 The information contained on the Site or any other Dealing Facility does not constitute a distribution, an offer to sell or the solicitation of an offer to buy any securities in any jurisdiction in which such distribution, offer or solicitation is not authorised or to any person to whom it is unlawful to make any such distribution, offer or solicitation in any such jurisdiction.
- 5.13 The applicant acknowledges that the price of any Units or Shares which may from time to time appear on the Site may differ from the actual price per Unit or Share issued to the applicant or redeemed. The actual price per Unit or Share will be confirmed by

5.14 申請人或任何其他人士若因進行任何未經批准之交易或買賣或以其他方式查閱或使用又或因無法使用網址、任何其他交易設施及/或任何內容而蒙受或招致任何直接、間接、特殊或相應引致之損失、開支、損害賠償或費用，本公司概不負責。

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或供申請人查閱交易通知書、轉讓通知、賬戶結單、支票及其他文件（包括傳達登入密碼及一次性密碼之文件），所有風險概由申請人承擔。假如申請人以電子方式運用網址之任何相關功能、交易設施或任何應用裝置而該等功能或應用裝置之使用條件及條款表明或暗示將以電子途徑交付或供申請人查閱資料或文件，申請人表明同意以電子方式獲取或查閱該等資料或文件。在此情況下，電子郵件可能是申請人獲通知該等文件已上載於網址上的唯一途徑，故此申請人亦同意定期查看相關電郵信箱以獲取此類通知，並從速查閱有關文件以確保無誤。若發現任何錯誤，申請人須立即以書面通知本公司。本公司建議申請人將此類文件的電子版本保存在申請人的電腦存儲系統，或備存一份印刷本，以備將來參考。使用網址或其他交易設施，或以電子方式取得信息或文件需要適當的電腦設備和軟件、接達互聯網以及申請人提供和指定一個電郵地址，因此可能導致申請人承擔額外費用。若要求以人手或郵寄方式交付該等資料或文件，則須書面通知本公司。如要求本公司以人手或郵寄方式提供信息或文件，申請人可能需要向本公司支付行政費用。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（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，如屬支票，須在首次過戶時即獲承兌。
- 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 在第5.6條規限下，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個香港營業日內以支票或電匯（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。

contract note following execution of any instruction to subscribe, redeem or switch any investment(s).

- 5.14 JPMFAL will not be liable for any direct, indirect, special or consequential losses, costs, damages or expenses which may be suffered or incurred by the applicant or any other person in connection with any unauthorised transactions or dealings or other access or any use of, or inability to use, the Site, any other Dealing Facility and/or any Content.

STATEMENTS/CONTRACT NOTES/DOCUMENTS

- 6.1 Contract notes, transfer advice, statements, cheques and other documents (including documents disseminating login PIN and OTP) will be sent or made available manually or electronically at JPMFAL's absolute discretion and at the risk of the applicant to the applicant's address (postal or email) or number as detailed in the Application Form. To the extent that the applicant utilises any relevant functionality of the Site, Dealing Facility or any application electronically and the terms and conditions for the use of such functionality or application provides expressly or impliedly that information or document will be delivered or made available by electronic means, the applicant expressly consents to the delivery of or access to such information or document by electronic means. In such cases, email may be the applicant's only notice that such documents have been posted on the Site, and the applicant therefore agrees to check the relevant email regularly for such notices and to promptly review such documents to ensure that any errors are detected and notified in writing to JPMFAL. The applicant is also advised to save an electronic copy of such documents in the applicant's own computer storage or print a hard copy for future reference. Appropriate computer equipment and software, internet access and a specific email address provided and designated by the applicant are required for using the Site or Dealing Facility, and for accessing information or documents electronically. These may therefore result in the applicant incurring additional costs. The applicant shall notify JPMFAL in writing if it requires any such information or document to be delivered manually or by post. For information or document to be delivered manually or by post, the applicant may be required to pay JPMFAL an administrative charge. 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 email), 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 and, in the case of any cheques, must be honoured on first presentation.
- 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 Subject to paragraph 5.6, if an application is rejected in whole or in part, the application moneys or the balance thereof will be returned (without interest) by JPMFAL by cheque or, 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 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例（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、規例之規定及/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。

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

- 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.

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 Owed”); and

- (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。

- (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.

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。
- 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 (a) 「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。
- (b) 申請人批准並同意本公司把本公司在此條款及條件下的任何或所有權利及/或義務（包括但不限於本公司對於在申請人名下及/或任何代人名下為申請人賬戶所持有的單位或股份的權利及義務）及/或任何相關的協議在任何時候更替、出讓及/或轉讓予任何人士；及/或把「綜合理財賬戶」在任何時候轉讓予任何人士。申請人會在該更替、出讓及/或轉讓前至少30天收到相關通知（但為免生疑問，申請人同意本公司不需在該等約務更替、出讓及/或轉讓前另外再取得申請人的同意。）
- 16.8 本公司保留按其全權決定修改上述條款及條件（包括但不限於第19條所載任何款額）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 本條款及條件同樣適用於「綜合理財賬戶」及定期投資計劃，凡提及「綜合理財賬戶」之處，均包括定期投資計劃（如適用）在內。惟第19條所載之條款及條件僅適用於定期投資計劃，而第20條所載之條款及條件僅適用於「eScheduler」。

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 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 (a) The MasterAccount is personal to the applicant and cannot be charged, assigned or transferred in any way by the applicant.
- (b) The applicant approves and consents to JPMFAL novating, assigning and/or transferring all or any of its rights and/or obligations under these Terms and Conditions (including, but without limitation to, its rights and obligations with respect to any Units or Shares held in the applicant’s name and/or in any Nominee’s name for the applicant’s account) and/or any related agreements, and/or transferring the MasterAccount, to any person at any time. The applicant will be notified at least 30 days prior to any such novation, assignment and/or transfer (and for the avoidance of doubt, the applicant agrees that no further prior consent would be required from the applicant in respect of any such novation, assignment and/or transfer).
- 16.8 JPMFAL reserves the right at its absolute discretion to vary these Terms and Conditions (including without limitation, any amounts set out in paragraph 19) 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 These Terms and Conditions apply equally to MasterAccount, Regular Investment Plan though all references to “MasterAccount” were references to “Regular Investment Plan”. Additional Terms and Conditions applicable only to Regular Investment Plan are set out in paragraph 19. Additional Terms and Conditions applicable only to eScheduler are set out in paragraph 20.

- 16.13 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。

風險聲明及合適性

- 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，甚至可能會變成毫無價值。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。
- 18.5 假如本公司向申請人招攬銷售或建議任何金融產品，該金融產品必須是本公司經考慮申請人的財政狀況、投資經驗及投資目標後而認為合理地適合申請人的。本申請表的其他條文及本條款及條件或任何其他本公司可能要求申請人簽署的文件及本公司可能要求申請人作出的聲明概不會減損本條款的效力。

定期投資計劃之投資條款

(不適用於並非每日交易之基金及本公司不時指定的任何其他基金或投資公司)

- 19.1 申請人必須每月供款，購入每項基金或每一投資公司每類股份之每月最低供款額為1,000港元，而該每月供款必須為100港元之倍數。開始每月供款前申請人毋須先作任何整額投資。
- 19.2 申請人必須以港元透過自動轉賬方式將每月供款存入本公司不時通知之定期投資計劃收款賬戶。
- 19.3 本公司會在申請人之每月供款作出投資前最少四個營業日，從申請人的銀行賬戶中扣除供款。本公司通常會在每月15日將申請人的供款作出投資，惟當月15日並非有關基金之交易日例外。
- 19.4 在不抵觸第19.5及19.6條規定之情況下，申請人於下列情況時在任何一項基金之單位或股份或某一投資公司的股份類別（「有關投資」）之投資餘額不得少於2,000美元（或其他貨幣之等值）或由本公司就任何特定基金/股份類別或於網址為電子交易所指定之數額（「最低投資餘額」）：
- (a) 緊接在有關投資之轉換交易生效前，而任何該項轉換交易之金額或任何擬轉換之單位或股份總值必須不少於2,000美元或由本公司就任何特定基金/股份類別或於網址為電子交易所指定之數額（除非申請人同意根據第19.1條就有關投資所轉往之基金或投資公司股份類別作出每月供款）；
- (b) 緊接在贖回部分有關投資之後（除非申請人根據第19.1條繼續就有關投資作出每月供款）；或
- (c) 申請人停止就認購任何有關基金之單位或股份或股份類別作出任何每月供款之前。
- 19.5 如屬第19.4條所指之轉換、部分贖回或停止每月供款或有關指示之情況，而申請人並未或將無法持有第19.4條所規定之最低投資餘額或未能符合第19.4(a)條之規定，則本公司可全權決定將任何此等轉換或贖回之要求或停止每月供款之指示視為贖回申請人所持全部有關基金之單位或股份或股份類別之指示，並可贖回該等全部所持股份，所得贖回款項則須支付予申請人。
- 19.6 有關任何轉調每月供款或更改每月供款額（按第19.8條所作出之更改除外）或停止每月供款之指示，申請人必須在有關緊接該等轉調、更改或停止供款生效的月份日期前一個月份的最後一天或以前以書面通知本公司有關更改。
- 19.7 本公司保留權利，可在申請人出現以下情況時徵收行政費用（現為200港元，但可由本公司全權決定提高金額）：
- (a) 在任何一年內轉調供款或更改每月供款額超過兩次；
- (b) 在開始第一期供款後一年內贖回其於某一基金或某一投資公司之股份類別之所有單位或股份；

- 16.13 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 AND SUITABILITY

- 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.
- 18.5 If JPMFAL solicits the sale of or recommend any financial product to the applicant, the financial product must be reasonably suitable for the applicant having regard to the applicant's financial situation, investment experience and investment objectives. No other provision of the Application Form, these Terms and Conditions or any other document JPMFAL may ask the applicant to sign and no statement JPMFAL may ask the applicant to make derogates from this paragraph.

REGULAR INVESTMENT PLAN TERMS (NOT APPLICABLE TO NON-DAILY DEALING FUNDS AND ANY OTHER FUNDS OR INVESTMENT COMPANIES AS DETERMINED BY JPMFAL FROM TIME TO TIME)

- 19.1 The applicant must make a minimum monthly contribution of HKD1,000 per fund or share class of an investment company and each such monthly contribution must be a multiple of HKD100. No initial lump sum investment is required prior to making monthly contributions.
- 19.2 The applicant must make all monthly contributions in HK dollars by direct debit to JPMFAL's Regular Investment Plan account as advised by JPMFAL from time to time.
- 19.3 JPMFAL will debit the applicant's account at least 4 business days prior to the date on which the applicant's monthly contributions are to be invested. JPMFAL will normally invest the applicant's monthly contribution on the 15th calendar day of the month except in case where the 15th calendar day of the month is not a dealing day for the relevant fund.
- 19.4 Subject to paragraph 19.5 and paragraph 19.6, a minimum balance of USD2,000 (or its equivalent in another currency) or such other amounts as may be specified by JPMFAL for any particular fund/share class or at the Site for electronic dealings ("Minimum Balance") must be held in Units or Shares of a particular fund or share class of an investment company ("relevant investment"):
- (a) immediately prior to a switch from the relevant investment and the amount of any such switch or the aggregate value of any Units or Shares to be so switched must not be less than USD2,000 or such other amounts as may be specified by JPMFAL for any particular fund/share class or at the Site for electronic dealings (unless the applicant agrees that monthly contributions in accordance with paragraph 19.1 will be made by the applicant in respect of the fund or share class of the investment company into which the applicant switches the relevant investment);
- (b) immediately following a partial redemption of the relevant investment (unless the applicant is continuing to make monthly contributions for investment in the relevant investment in accordance with paragraph 19.1); or
- (c) before the applicant may cease to make any monthly contributions for subscription of Units or Shares in the relevant fund or share class.
- 19.5 If in the case of a switch, partial redemption or cessation of monthly contributions referred to in paragraph 19.4, or instructions therefor, the Minimum Balance is not or would not be held by the applicant as required by paragraph 19.4 or the requirements of paragraph 19.4(a) would not be satisfied, JPMFAL may, at its absolute discretion, treat any such switch or redemption request or cessation of monthly contributions as an instruction to redeem all the Units or Shares in the relevant fund or share class held by the applicant and may redeem that total holding, and the redemption proceeds thereof shall be remitted to the applicant.
- 19.6 The applicant must notify JPMFAL in writing of any redirection or change in the amount of any monthly contributions (other than such a change pursuant to paragraph 19.8) or cessation of monthly contributions on or before the last day of the month immediately preceding the month in which such redirection, change or cessation shall take effect.
- 19.7 JPMFAL reserves the right to collect an administration fee (which is currently HKD200 but which may be increased at JPMFAL's absolute discretion) if the applicant:
- (a) redirects or changes the amount of any monthly contributions more than twice within any one calendar year;
- (b) redeems all Units or Shares in any particular fund or share class of an investment company within one calendar year of making the first contribution;

- (c) 在開始第一期供款後之一年內結束其定期投資計劃賬戶；
- (d) 欲重新運作其因為曾於任何一年內兩次誤期付款而被凍結之定期投資計劃賬戶。
- 19.8 若申請人及本公司同意，本公司可每年於申請人指定之某一天增加申請人不時就某一基金或投資公司作出之每月供款額，而毋須進一步徵詢申請人意見；增加日期及按年增加金額由申請人及本公司協定，由申請人於申請表及任何有關修訂中指定，如有需要，該金額可上調至最接近之100港元完整倍數。本公司可全權決定終止任何有關按年增加每月供款額之協議。
- 19.9 本第19條並不適用於任何對沖基金及本公司不時指定的任何其他基金或投資公司，惟本公司可全權不時另行作出決定。

「eSCHEDULER」之條款

- 20.1 「eScheduler」只可預設或更改由下一個營業日開始處理之交易指示。
- 20.2 「eScheduler」只可預設認購或轉換本公司開放予交易之基金（「基金」）的交易指示。
- 20.3 本公司保留權利在任何時候以其唯一及絕對的判斷以決定可以透過「eScheduler」下單之基金。
- 20.4 「eScheduler」可以設定投資頻率為「一次性」或「每月一次」。若設定為「一次性」，交易指示會於閣下所選擇的處理日（「指示處理日」）被處理。若設定為「每月一次」，交易指示會於每月閣下所選擇的同一指示處理日被處理，直至到期日（「到期日」）（如有）為止。
- 20.5 「eScheduler」的認購及轉換費用已列明於「常見問題」內的「收費」頁內。有關費用亦同時根據適用之優惠折扣而異，每當優惠計劃完結，該等費用會恢復至適用的收費。該認購及轉換費用均會於閣下的預設交易之指示處理日當天被收取。
- 20.6 「eScheduler」只接受於滙豐銀行及恒生銀行設立之「即日自動轉賬」的繳款或本公司認可之其他網上繳款。
- 20.7 若閣下有多個「即日自動轉賬」銀行賬戶，「eScheduler」只接受一個已生效之「即日自動轉賬」銀行賬戶以結算同一日被處理之所有預設交易。
- 20.8 閣下必須確保閣下的銀行賬戶於指示處理日的有關付款截止時間前（以閣下的銀行載數時間為準）備有足夠款項繳付預設指示之金額，以免指示被拒或因不成功扣款而被相關銀行罰款。
- 20.9 提供服務之銀行可能因閣下的銀行賬戶於指示處理日的有關付款截止時間前沒有備有足夠款項以繳付預設指示之金額，或因閣下以信用卡繳款而徵收額外收費。有關銀行罰款乃根據有關提供服務銀行之條款及條件而訂，本公司概不對此費用承擔任何責任。
- 20.10 以「eScheduler」向本公司發出之認購指示並沒有每日繳款限額。「即日自動轉賬」或本公司認可之其他網上繳款方法之最高每日繳款限額取決於閣下的銀行戶口設定。
- 20.11 若指示處理日並非有關基金之交易日，閣下的指示會順延至下一個交易日處理。
- 20.12 若任何「eScheduler」之指示處理日是每月的29日、30日或31日，而有關投資月份沒有此日期，有關交易指示將會於下一個有關交易日被處理。
- 20.13 經「eScheduler」所投資之單位均會被撥入閣下的「綜合理財賬戶」。
- 20.14 預設交易指示之細節及「即日自動轉賬」銀行賬戶均不能於指示處理日當天作任何更改。
- 20.15 本公司有絕對及最終裁決以接納或拒絕任何有關基金之交易的單位。「eScheduler」指示會在（包括但不限於）下列情況下被拒受理：
- 閣下的認購指示之投資款項未能成功於閣下的「即日自動轉賬」銀行賬戶中扣除。或閣下未能以本公司認可之其他網上繳款方法於有關指示處理日的付款截止時間前（以閣下的銀行載數時間為準）繳付預設指示之金額。
 - 被預設為轉賣的基金於預設交易當日或指示處理日沒有足夠的投資餘額或沒有足夠的可動用單位數目。
 - 閣下想認購之有關基金已到達集資額上限，因而不開放予認購。
 - 有關基金因其他原因而不開放予認購。
- 若有任何指示被拒受理，閣下將會收到有關之電郵通知。若指示處理日並非有關基金之交易日，電郵通知會順延至下一個交易日發出。
- 20.16 當預設之每月投資指示被系統拒絕受理，所有在同一設定下之隨後每月投資指示均會被自動暫停。
- 20.17 若已暫停之預設交易指示於6個月內沒有被再次恢復，系統會自動把這些預設交易指示刪除。

- (c) closes a Regular Investment Plan account within one calendar year of making the first contribution;
- (d) wishes to reactivate a Regular Investment Plan account which was classed as inactive due to two missed contributions within any one calendar year.
- 19.8 If agreed by the applicant and JPMFAL and without further reference to the applicant, the amount of the monthly contribution in respect of a particular fund or investment company made by the applicant from time to time will be increased annually on a date in each year agreed by the applicant and JPMFAL by the annual increment specified by the applicant in the relevant Application Form or any amendment thereof, rounded upwards if necessary to the nearest whole multiple of HKD100. JPMFAL shall be entitled at its absolute discretion to terminate any agreement as to any such annual increase in monthly contributions.
- 19.9 Unless JPMFAL in its absolute discretion from time to time determines otherwise, this paragraph 19 is not applicable to any hedge funds and any other funds or investment companies as determined by JPMFAL from time to time.

eSCHEDULER TERMS

- 20.1 eScheduler can only be used to schedule future orders or amend scheduled future orders where the order is to be processed from and including the next business day.
- 20.2 eScheduler can only be used for subscription order(s) and/or order(s) to switch your investment between the suite of funds made available for subscription and/or switching ("Funds") by JPMFAL.
- 20.3 JPMFAL reserves the right at all times to determine in its sole and absolute discretion which Funds will be made available for subscription or switching via eScheduler.
- 20.4 eScheduler can be set up for a 'one time' transaction or on a 'monthly' frequency basis. If 'one time' is selected, the order(s) will be processed on the date you have selected to process your order ("Order Process Date"). If 'monthly' frequency is selected, order(s) will be processed on the Order Process Date in each month, until the selected expiry date ("Expiry Date") (if any).
- 20.5 The subscription and switching charges that apply to your scheduled order(s) will be set out in the J.P. Morgan eTrading site's fee schedule under the section of 'Charges' in FAQ. The charge is subject to any promotional reduction in charges that may be applicable and will resume to the applicable fee schedule after the promotion schemes end. Such subscription and switching charges will be charged on the Order Process Date of your scheduled order(s).
- 20.6 You may only use eScheduler if you have set up a Sameday Autopay Bank Account via HSBC or Hang Seng Bank ("Sameday Autopay Bank Account") or utilise such other eligible online payment method which is accepted by JPMFAL.
- 20.7 If you have multiple Sameday Autopay Bank Accounts, eScheduler will only permit one active Sameday Autopay Bank Account to settle scheduled orders on the same Order Process Date.
- 20.8 You must ensure that sufficient funds are in your Bank Account to settle the scheduled order(s) before the relevant cut-off time (as determined by your bank) on the Order Process Date to avoid order rejection of your order.
- 20.9 Service providing banks may impose additional bank charges on you if you have insufficient monies in your bank account to settle your scheduled order(s) at the relevant time on the relevant Order Process Date or if you choose to settle the order(s) through credit card payment. Such additional bank charges are subject to the terms and conditions stipulated by your service providing bank. JPMFAL is not and will not be responsible for any charges arising in connection with the aforementioned.
- 20.10 JPMFAL does not impose any daily payment limit on your order(s) placed through eScheduler. However, the maximum payment amount using your Sameday Autopay Bank Account or any other eligible online payment methods may be subject to limits you have imposed.
- 20.11 If the Order Process Date is not a dealing day for the relevant Funds, your order(s) will be processed on the next dealing day.
- 20.12 If any Order Process Date of future scheduled order(s) falls on the 29th, 30th or 31st of a month, and there are no such dates in the relevant month of intended investment, your order(s) will be processed on the next dealing day(s) for the relevant Funds.
- 20.13 Units of Funds allotted to you from order(s) placed through eScheduler will be designated into your MasterAccount.
- 20.14 Details of the scheduled order(s) and the Sameday Autopay Bank Account cannot be amended by you on the same business day as the Order Process Date relevant to such order(s).
- 20.15 JPMFAL has the absolute discretion to accept or reject in whole or in part any application for Units in any Fund. Without limiting the foregoing, scheduled order(s) will be rejected by JPMFAL if:
- For subscription order(s), your payments cannot be successfully debited your Sameday Autopay Bank Account or you have not settled your scheduled order(s) through an eligible online payment method on the relevant Order Process Date by the cut-off time determined by your bank.
 - For switching order(s), there is an insufficient residual balance in the Fund(s) you intend to switch out of or if there are insufficient available holdings in the J.P. Morgan Fund(s) you intend to switch out of on the scheduled set up day or/and the Order Process Date to satisfy the intended switching order(s).
 - The relevant J.P. Morgan Fund(s) you wish to subscribe for have reached capacity limit and therefore are not currently open for subscription.
 - The relevant fund(s) is suspended for dealing due to other reasons.
- Any rejection will be notified to you by an email notification. If the Order Process Date is not a business day, your email notification will be sent to you the next business day.
- 20.16 Once monthly scheduled order(s) are rejected by the system, all related subsequent monthly order(s) under the same schedule will be automatically suspended.
- 20.17 If the status of any scheduled order(s) is 'suspended' and not reactivated by clients within the next 6 months, such scheduled order(s) will be removed automatically.