



# Hong Kong Supplement



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## 1. Applicability

The provisions in this Hong Kong Supplement shall apply and form part of the Service Agreement where the Hong Kong Branch is the Relationship Centre and/or the Booking Centre. Capitalised terms which are undefined herein shall have the same meaning as given under the Service Agreement.

## 2. Suitability

Notwithstanding any other provision in the Contracts, if we solicit the sale of or recommend any financial product to you, the financial product must be reasonably suitable for you having regard to your financial situation, investment experience and investment objectives. No other provision of the Contracts or any other document we may ask you to sign and no statement we may ask you to make derogates from this Clause 2.

Note: for the purposes of this Clause 2, “financial product” shall mean any securities, futures contracts or leveraged foreign exchange contracts as defined under the SFO, and “leveraged foreign exchange contracts” shall only be applicable to those traded by persons licensed for Type 3 regulated activity under the SFO.

## 3. Your acknowledgments

Without prejudice to Clause 2 of this Hong Kong Supplement and to the extent permissible under Applicable Regulations, you acknowledge and agree to the following:

- (i) except where we have agreed in writing to manage Investments for you on a discretionary basis-
  - (a) our advice and recommendations (if any) are limited to whether a potential investment in a financial product is suitable and unless otherwise agreed in writing, we do not owe you any fiduciary or equitable duties;
  - (b) you acknowledge and agree that all transactions will be executed and effected by us in accordance with your instructions and at your own risk (after having assessed and understood (among other things) the terms and conditions, merits and risks of each transaction); and
  - (c) we will not monitor the Investments and/or advise you on an ongoing or holistic basis on the making and disposal of Investments and the entering into or unwinding of transactions in your Account. Accordingly, we do not guarantee the continued suitability of any transaction or Investment;
- (ii) you undertake to provide us with all information which will enable us to determine whether any potential investment in any financial product is suitable including, amongst other things, your financial situation, investment experience and investment objectives. You further undertake to keep us updated of any changes to such information. You acknowledge and agree that if you do not provide us with such information (or any updates to such information), we may not be able to properly determine whether or not an investment is suitable, which could affect the recommendations given to you or our ability to affect a transaction for you;
- (iii) no communication that you receive from us in respect of any potential investment (including in any financial product) or market outlook shall be deemed to be a representation, assurance or guarantee as to the expected returns, performance or outcome of such investment or market;
- (iv) you will carefully consider any information or explanation provided by us (whether personalised or not) and will ask questions, make your own analysis and seek independent advice where appropriate. Further, you will promptly notify us if you do not understand any information or explanation provided by us (whether personalised or not) or if you consider that such information or explanation does not appropriately take into account your circumstances;
- (v) when you instruct us to enter into any transaction, you do so on the basis that:
  - (a) you understand the terms and conditions of the transaction;
  - (b) you understand and have assessed the nature, merits and risks of the transaction;
  - (c) you have considered the potential losses related to the transaction and you have sufficient net worth to be able to fully bear such losses;
  - (d) you are satisfied with the information provided to you, which has enabled you to make an informed decision;
  - (e) you have had the opportunity to ask questions and seek independent advice where necessary; and
  - (f) you consider the transaction to be suitable for you in all the circumstances;

- (vi) when making a recommendation or solicitation of a financial product to you, we will take into account your financial situation, investment experience and investment objectives which you have disclosed or which we should generally be aware of through our “know-your-customer” processes. Unless disclosed, we may not take into account any of my specific investments which are not held with us; and
- (vii) we do not assume any additional responsibility or obligation to you, other than those arising under the Contracts or as required under Applicable Regulations.

#### 4. Investment information

From time to time, we may make available to you: reports, analyses or other materials and information in relation to potential investments including our own research reports and market commentaries, as well as materials prepared by third parties. We consider such information as appropriate for persons such as you but unless expressly acknowledged by us in writing, none of this information is personalised or in any way tailored to reflect your particular financial situation, investment experience or investment objectives. Therefore, you will seek your own independent financial advice before making any investment decision. You represent, warrant and fully understand and agree that:

- (i) any such reports, analyses or other materials and information which are provided to you will be strictly for your own use and reference only;
- (ii) other than as required under Applicable Regulations, we are not obliged to provide you with any reports, analyses or other materials and information or any advice or recommendation;
- (iii) where we do provide such reports, analyses or other materials and information or any advice or recommendation, it is not provided as a service (unless agreed in writing);
- (iv) we shall not be responsible or liable for the performance or outcome of any Investment made by you; and
- (v) you will carefully consider any information provided by us, and if you do not understand such information, you will notify us and seek such further explanation from us or from any other independent financial advisor as you deem appropriate.

#### 5. Amendments

The Service Agreement shall be amended as follows:

- (i) Clause 21(e) of the Service Agreement shall be deleted and replaced by the following: “If we provide any information on investments, transactions or markets this is not and should not be construed as any endorsement of the investment or transaction.”
- (ii) Clause 21(f) of the Service Agreement shall be deleted and replaced by the following: “We are not responsible or liable for the accuracy and completeness of any third party information on investments, transactions or markets or the performance or outcome of any investment made by you after receipt of such information provided by us irrespective of whether such information was provided at your request.”
- (iii) Clause 22(b)(viii) of the Service Agreement shall be deleted and replaced by the following: “you represent and warrant that you have made your own decision in relation to entering into the Contracts and into any transaction with us. To the extent permissible under Applicable Regulations, we are not acting as fiduciary to you in connection with any Contract or transaction, unless otherwise agreed with you in writing;”; and
- (iv) Clause 4(a)(i) of Annex 1 shall be deleted and replaced by the following: “You have received the offering circular, prospectus or other disclosure statement and agree to be bound by its prospectus or other disclosure statement terms;”.