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資遇數字金融服務有限公司

CLIENT AGREEMENT

客戶協議

PART I - INTRODUCTION

This Client Agreement (this "Agreement") contains the terms and conditions applicable to services provided by ZUU Digital Financial Services Limited ("ZUU") and the documents to be signed under this Agreement are intended to create legal relations between the Client (hereinafter "the Client"), whose details are set out in the Client Information Statement in Part VI of this Agreement and the address of ZUU is Room 1309, 13/F, Capital Centre, 151 Gloucester Road, Wanchai, Hong Kong. The Client should therefore consult the Client's own legal, tax and financial or other professional advisers prior to entering into this Agreement if the Client is in any doubt or have any questions about any part of this Agreement. The Client fully understands and consents that this Agreement constitutes a legally binding agreement. The Client must sign and complete the Client Information Statement in Part VI of this Agreement and submit relevant supporting documents as required by ZUU before the Client is permitted to carry out transactions with ZUU. ZUU is a licensed insurance broker company registered with the Insurance Authority (Insurance Broker Company Licence No.: FB1554) and a principal intermediary registered with the Mandatory Provident Fund Schemes Authority ("MPFA") (MPF Registration No.: IC000901).

PART II – GENERAL TERMS AND CONDITIONS

This Part contains specific terms and conditions applicable to services provided by ZUU under this Agreement.

1. Definitions

- 1.1 In this Agreement, unless the context otherwise requires and saves for expressions defined or referred to in this Agreement. Otherwise, the following words and phrases shall be construed in accordance with the following definitions:
 - (a) "Affiliate" means in relation to a party hereto, an individual, corporation, partnership or any other form of entity directly or indirectly controls, or controlled by it; an individual, corporation, partnership or any other term of entity which is directly or indirectly under the same owner as that party; or any of such entities, directors, officers or employees;
 - (b) "Authorized Person(s)" means the person(s) authorized by the Client to give instructions to ZUU as notified to ZUU from time to time in such manner as ZUU in its absolute discretion requires;
 - (c) "Client(s)" means the individual person includes the Authorized Person(s) or his / her/their legal representative, the company or corporate body, the unincorporated body set out in Part VI - Client Information Statement of this Agreement and includes its permitted successors and assigns;
 - (d) "Investments" means any insurance financial services / financial product and / or related products provided by insurers which the Client selects;
- 1.2 In this Agreement:
 - (a) references to any statutes, ordinances, rules or regulations shall include such statutes, ordinances, rules or regulations as modified or re-enacted from time to time;
 - (b) terms and expressions not defined in this Agreement shall bear the meaning ascribed to them by the IA; and
 - (c) references in this Agreement to parts, clauses and schedules are references to parts, clauses and schedules of this Agreement.

2. Client Service

- 2.1 The insurance brokerage services and/or Mandatory Provident Fund ("MPF") Schemes services (collectively referred to as "Services") will be made available to the Client after completion and submission of this Agreement and other documentation required by ZUU.
- 2.2 The continued availability of any Services provided by ZUU to the Client shall be subject to ZUU's consent, in its absolute discretion and to the fulfillment by the Client of such conditions as ZUU may require from time to time.
- 2.3 ZUU will provide Financial Planning Services to the Client on a non-discretionary basis in relation to insurance financial services / MPF services / financial products and / or related products in the form of securities as ZUU may consider appropriate.
- 2.4 The Client acknowledges that Client will be required to make an independent decision with respect to the client's purchase, sale, exchange, investment or other dealings in Financial Products. The Client acknowledges and understands that ZUU does not give any warranty and / or representation as to the actual performance of the recommended Financial Products. Further, ZUU does not render any advice in relation to all forms of securities traded on the Exchange, including without limitation on stocks, futures and options, and no discussions in relation thereto can be considered as advice.
- 2.5 The Client acknowledge that any financial or investment advice given to the Client by ZUU shall be based on the particulars and information contained in the Client's Application Form, as may be updated from time to time, and such other criteria (including but not limited to disclosures and limitations as disclosed in various documents/sheets of ZUU in which such criteria and limitations) (including but not limited to disclosures and limitations as disclosed in various documents/sheets of ZUU in which such financial or investment advice is given) as ZUU considers appropriate.
- 2.6 In performing its Financial Planning Services under these Terms and Conditions, ZUU is acting as the Client's independent financial consultant and insurance broker, and is not acting as a distributor or dealer on behalf of the issuer, manager or operator of any Financial Product.

第 I 部份 引言

本客戶協議 (本「協議」) 載有資遇數字金融服務有限公司 (以下稱之為「資遇」) 提供所適用服務之有關條款及條件。客戶 (以下簡稱「客戶」) 根據本協議下簽署之文件均擬為客戶與資遇之間訂立法律關係。客戶是指本協議「第 VI 部份客戶資料聲明」中提名的人士; 而資遇現時地址為香港灣仔告士打道 151 號資本中心 13 樓 1309 室。在訂立本協議之前, 如對有關本協議書之任何部份有任何疑問, 謹請諮詢客戶之專業顧問意見。客戶完全清楚及同意本協議是一份構成具法律約束力的協議。客戶與資遇進行交易前, 客戶必須簽署及填妥本協議「第 VI 部份客戶資料聲明」, 並連同有關資遇所需之文件一併交回。

資遇為保險業監管局之註冊持牌保險經紀公司 (保險經紀公司牌照號碼: FB1554) 及為強積金計劃管理局註冊之主事中介人 (強積金註冊編號: IC000901)。

第 II 部份 一般性條款及條件

本部份包含本協議中適用於資遇提供之服務之具體指定條款及條件。

1. 定義

- 1.1 在本協議內, 除文意另有所指外, 沒有於本協議下作出定義之詞語及提述, 以下內容皆以下述之涵義詮釋:
 - (a) 「聯屬人」就任何一方而言, 指其直接或間接擁有的任何實體; 任何與該方一樣直接或間接地由同一擁有人所擁有的實體; 或任何該等實體的董事、高級職員或僱員;
 - (b) 「授權人」指按資遇以其絕對酌情權所要求的形式, 不時向資遇知會該等獲客戶授權而可向資遇發出指示的人士;
 - (c) 本協議內所謂「客戶」指在「第 VI 部份 客戶資料聲明」之個人包括他/她/他們法律代表之授權人、公司或法團、非法團及包括准許之繼承人及其指派者;
 - (d) 「投資項目」指任何客戶選擇之保險機構所提供之保險、金融服務、金融產品及/或相關產品;
- 1.2 在本協議之中:
 - (a) 所有述及的法例、條例、規則或規條的條款, 將會包括該等條款不時修改或重訂後的條款;
 - (b) 沒有於本協議下作出定義之條款或用詞將與保監局之規則所指的含義相同; 及
 - (c) 所有述及部份、條款及附帶條款將指本協議之部份、條款及附帶條款。

2. 客戶服務

- 2.1 客戶將在完成簽署和提交此協議書及所需之文件後享有資遇提供的保險經紀服務及/或強制性公積金計劃 (「強積金」) 服務 (以下合稱之為「服務」)。
- 2.2 資遇提供給客戶的任何服務及客戶提出的要求條件執行與否, 其持續可用性, 均依照資遇的唯一酌情決定權。
- 2.3 資遇會向客戶提供有關以下項目之理財策劃服務; 被資遇認為適當之保險、強積金服務、金融服務、金融產品及/或相關產品。
- 2.4 客戶確認, 客戶需就客戶對理財產品之購買、出售、交換、投資或其他交易而作出獨立決定。客戶確認及明白資遇不會就所建議的理財產品的實際業績表現提供保證及/或陳述。此外, 資遇不會就在交易所進行買賣的各種證券 (包括但不限於股票、期貨及期權) 提供意見, 而所有相關的討論皆不能視為意見。
- 2.5 客戶確認任何由資遇提供給客戶的理財或投資意見, 須根據客戶於該申請表中所載的細節及資料 (其或許會被不時更新) 以及其他被資遇認為是適當的該等準則 (包括但不限於由資遇提供涉及該等理財或投資意見之不同文件/紀錄表內所披露的披露事項及限制), 並且須受制於資遇認為是適當的該等準則及限制 (包括但不限於由資遇提供涉及該等理財或投資意見之不同文件/紀念表內所披露的披露事項及限制)。
- 2.6 在根據本條款及條件下執行理財策劃服務時, 資遇是以客戶的獨立之理財顧問及保險經紀身份行事, 而並非以代表何理財產品之發行人、經理或經營者之分銷商或交易商的身份行事。

- 2.7 ZUU will not receive or hold any of the client monies on the client's behalf under these Terms and Conditions.
- 2.8 With regard to Financial Products which ZUU and / or any member of the Group have arranged for the Client, these will not be kept under review, but ZUU and the relevant member of the Group will advise the Client upon the Client's reasonable request.
- 2.9 The Client acknowledge that where any application, claim or other forms which are required to be completed by the Client, are being completed or submitted on behalf of the Client by a financial consultant or with the assistance of a financial consultant, the financial consultant: (i) has informed the Client that it is the Client's responsibility to ensure the information provided in the form, or in the document(s) provided in support of the form, is accurate and complete; (ii) upon completing, amending or submitting to the insurer concerned any such form, the Client has granted the Client's authority to the financial consultant and the financial consultant has confirmed the completeness and accuracy of the contents with the Client; (iii) should not submit any such form to the insurer concerned if the financial consultant knows the form contains inaccurate information.
- 2.10 With regard to insurance claims made by the Client, the financial consultant shall (where requested by the Client) provide the Client with reasonable assistance in submitting any claim under an insurance policy which was negotiated or arranged by the financial consultant on behalf of the Client and pass on any relevant information received from the Client in relation to the claim to the insurer concerned as soon as practicable.
- 3. Telephone Recording**
- ZUU may use voice recording procedures in connection with any communications with the Client and ZUU shall be the sole ownership of any of such voice recording which shall constitute conclusive evidence of the communication so recorded.
- 4. Clients Warrants and Undertakings**
- The Client hereby represents, warrants and undertakes to ZUU that:
- 4.1 The Client has full power, authority and capacity to enter into this Agreement and to execute and perform all the Client's obligation under this Agreement and where appropriate, the Client has obtained and taken all necessary corporate authorizations (if the Client is a corporate body) and other actions to execute and perform all obligations under this Agreement and each part of this Agreement constitutes valid and legally binding obligation of the Client's in accordance with its terms.
- 4.2 The Client warrants that (if the Client is an individual or individuals) he / they is / are of full age and capacity and (if the Client is a corporate body) it is duly incorporated and constituted and ZUU warrant that it is duly constituted and incorporated. The Client further warrants that he has power to enter into this Agreement and all policy agreements and / or investment agreements made or to be made pursuant to this Agreement. This Agreement and all policy agreements and / or investment agreements are and will constitute legal binding and enforceable obligation of the Client.
- 4.3 The contents of this Agreement have been duly explained to the Client in a language preference of the Client and that the Client understands the contents thereof and agrees with them. Meanwhile, the Client has been invited to read the Risk Disclosure Statement thoroughly, ask questions and take independent advice if he wishes.
- 4.4 The Client acknowledges that no provisions of this Agreement shall operate to remove, exclude or restrict any rights of the Client or obligation of ZUU under the laws of Hong Kong.
- 4.5 The Client shall complete Part VI - Client Information Statement attached herein and declares that all information given therein is correct, true and complete.
- 4.6 ZUU will inform the Client in writing of the full name, address, registration number, description of the duties and authority (or limitation of authority) (if applicable) of the representative(s) of ZUU whom the Client may contact for the Services.
- 4.7 The Client and ZUU shall notify each other as soon as possible of any material changes in the information supplied in the Part VI - Client Information Statement and / or under this Agreement.
- 4.8 The Client hereby acknowledges that ZUU by giving indulgence to the Client in the completion of this Agreement including, but not limited to, the due execution hereof and/or due production of any requisite documentation such as Client's Information and address proof, shall in no way be a waiver of such documentation. The Client shall, and when so requested by ZUU, complete the execution and / or provide the requisite documentation within the time limit stipulated by ZUU.
- 5. Cooling-off Rights**
- The Client understands that the Client has the right to cancel and obtain a refund of any premium(s) paid less any market value adjustment, by giving written notice. Such notice must be signed by the Client and received directly by ZUU at the address of the insurer's Hong Kong Main Office within 21 calendar days immediately following: (i) the day of delivery of the policy to the Client or the Client's nominated representative or (ii) the Cooling-off Notice to the Client or the Client's nominated representative, whichever is earlier.
- 6. Amendment to Agreement and Translation**
- 6.1 No provision of this Agreement shall in any respect be waived, altered, modified or amended unless such waiver, alteration, modification or amendment be committed to writing and signed by an authorized officer of ZUU to the extent permitted by law, this Agreement may be amended by ZUU from time to time by giving written notice of such amendments to the Client.
- 2.7 資遇將不會在本條款及條件下代表客戶接受或持有任何客戶的款項。
- 2.8 資遇及/或其他該等集團的成員為客戶安排的投資及其他服務而言皆不會被覆閱，惟資遇及相關的該集團成員將按客戶的合理要求提供意見。
- 2.9 客戶確認，如果理財顧問代表客戶或在理財顧問的協助下完成或要求客戶完成任何申請、索賠或其他表格，則理財顧問 (i) 已告知客戶，客戶有責任確保表格或表格證明文件中的資料準確及完整；(ii) 在完成、修改或提交有關保險公司的任何此類表格後，客戶已將客戶的權力授予理財顧問，並且理財顧問已與客戶確認內容的完整性和準確性；(iii) 在得知任何此類表格內容有不準確資料下，不會向有關保險公司提交任何此類表格。
- 2.10 關於客戶提出的保險索償，理財顧問應 (在客戶提出要求時) 為客戶提供合理的協助，以根據理財顧問代表客戶協商或安排的保險單提交任何索償，並將在任何可行的情況下，盡快將從客戶那裡收到的索賠資料交予有關保險公司。
- 3. 電話錄音**
- 資遇可使用聲音記錄系統對與客戶的交談進行記錄以作任何證供的用途，而資遇將擁有此記錄之絕對擁有權。
- 4. 客戶保證及承諾**
- 客戶現向資遇陳述、保證及承諾：
- 4.1 客戶擁有全面權力及能力訂立本協議並行使及完成客戶在本協議中之一切適當責任，客戶已取得所有需要之法律授權 (若客戶為法人組織)、其他執行行動及完成本協議之所有責任。本協議的每一部份均按照其條款就對客戶構成具有效力及法律約束力之責任。
- 4.2 客戶茲保證本身為成年人及具備足夠能力，及客戶 (若客戶為法人團體) 茲保證本身經過正式組成及註冊，而資遇茲保證本身經過正式組成及註冊。客戶同時保證本身有權訂立本協議及一切投保及/或投資合約，而在任何情況下，本協議及該等投保及/或投資合約，均對客戶構成具備法定約束力及可執行性之義務。
- 4.3 本協議內容經已用客戶所通曉及選擇之語言向客戶完全解釋，客戶對本協議內容表示明白及同意接受，同時客戶已被邀請徹底地閱讀風險披露聲明，並提出問題及徵求獨立意見。
- 4.4 客戶需確認此協議中的條文不能免去、排除或限制客戶於香港法律賦予的責任或資遇的權利。
- 4.5 客戶同意填妥本協議內「第VI部份客戶資料聲明」及聲明其中之所有資料均為正確、真實及完全。
- 4.6 資遇會以書面通知為客戶提供服務的代表名稱、地址、註冊編號、職責及權限 (或授權限制) (如適用)。
- 4.7 客戶與資遇互相協定在「第VI部份客戶資料聲明」及/或本協議之內容或資料有任何重大變更時，必須盡快通知對方。
- 4.8 客戶確認資遇在此給與客戶通融去完成此協議，其中包括但不限於，執行及/或提供所需的任何文件，如客戶的資料和地址證明，並不等同資遇同意豁免。因此，如有遺漏客戶需要執行資遇所提出的相關要求和提供有關文件。
- 5. 「冷靜期」權益**
- 客戶明白客戶有權以書面通知要求取消保單及取回扣除市價調整後的已繳保費；唯客戶必須簽署通知有關保險機構之函件，並確保有關保險機構之香港總辦事處於以下時段內直接收到該份函件：(i) 保單交付客戶或客戶指定代表後或 (ii) 冷靜期通知書發予客戶或客戶指定代表後起計21個曆日，以較先者為準。
- 6. 協議修定及翻譯**
- 6.1 本協議所訂條款，未經資遇授權簽註人簽名用書面承諾前概不得擅自免除、變更、修改或改正。在法例容許情況下，資遇可隨時更改協議內容，如有任何重大修改及變更時，資遇將以書面通知客戶。

- 6.2 This Agreement shall continue in effect unless any one of the following events occurs in which circumstances this Agreement shall be terminated automatically:
- when all the policy agreements under which ZUU was appointed as the insurance broker expire and, the Client has withdrawn all the policy value thereof;
 - the Client proposes to cancel the policy agreement under which the Client appoints ZUU as the insurance broker ;
 - the Client fails to perform or observe any of the terms or conditions of the policy agreement under which the Client appoints ZUU as the insurance broker; such as the Client is default in payment of the premium which renders the lapse of the policy;
 - (in case the Client being the individual) the Client dies or (in case the Client being body corporate) liquidates or dissolves;
 - in respect of all the policy agreements under which the Client appointed ZUU as the insurance broker, all the benefits thereof have been assigned to a third party;
 - the Client appoints other insurance brokers or insurance intermediaries to provide broker service for him in replacement of ZUU being the service provider of insurance policies; and
 - ZUU inform the Client in writing that it ceases to be an authorized insurance broker.
- 6.3 This Agreement may be translated into other languages but, in the event of any dispute or conflict, the English version shall prevail.
- 7. Liability Exclusion**
- 7.1 Neither ZUU nor any of its officers or employees or agents shall be liable to you for any loss or damage suffered by you arising out of or in connection with the performance of Financial Products in connection with ZUU Financial Planning Services, unless such loss or damage results directly from an act of gross negligence, fraud or wilful default on the part of ZUU or its officers or employees or agents, in which event the liability of ZUU shall not exceed the market value of your investment in or holding of the relevant Financial Product to which such loss or damage relates at the time of such act of gross negligence, fraud or wilful default.
- 7.2 Neither ZUU nor any of its officer or employees or agents shall be liable to you for any loss or damage suffered by you arising out of any information prepared and/or generated by a third party ("Third Party Information"). You acknowledge and agree that ZUU will not independently verify any Third Party Information and, to the extent permitted by law, ZUU does not make any representation or warranty, expressed or implied, as to any Third Party Information's completeness, accuracy, sufficiency or quality or its fitness for a particular purpose, requirement or expectation. You also acknowledge that any Third Party Information provided by ZUU should not be considered as a recommendation by ZUU in relation to an investment in any Financial Product, and that you must make an independent assessment of any Third Party Information.
- 8. Process of Data**
- 8.1 All or any of the Client's personal data shall be collected and used by ZUU in accordance with ZUU 's policy. ZUU shall keep all the Client's information relating to the Client's account confidential (subject to the provisions provided for below and in Part V-Notice under Personal Data (Privacy) Ordinance).
- 8.2 ZUU may, without prior notice to or consent from the Client, disclose the Client's details to the relevant registry bodies, governmental authorities, orders of court or legal requirements disclosed details about the Client in order to comply with the regulations or request of such bodies. ZUU may also disclose the Client's information to its Affiliates, agents, assignee or subcontractors for the purposes of facilitating this Agreement and ZUU shall not be liable to the Client for any consequences arising from such disclosures. The Client agrees to fully indemnify ZUU on demand against all losses, damage, interest, charges, expenses and costs reasonably suffered or incurred by ZUU arising from or in connection with this Agreement or under reasonable circumstances.
- 8.3 ZUU shall not be under any duty to disclose to the Client any information which may come to its notice in the course of acting in any capacity for any other person. However, ZUU agree to take reasonable steps to avoid conflicts of interest and where such conflicts cannot reasonably be avoided, ZUU shall take steps to ensure fair treatment to the Clients.
- 9. Communications**
- 9.1 ZUU will not be responsible for delays or failure in the transmission of instructions of the Client due to a breakdown or failure of communication facilities or transmission of communication, or to any other cause or causes beyond the reasonable control of ZUU.
- 9.2 Reports and any other communications may be transmitted to the Client as per Part VI - Client Information Statement at the address, telephone, or facsimile number given in Client Information Statement, or at such other address, telephone number or facsimile number as the Client hereafter shall notify ZUU in writing, and all communications so transmitted, whether by mail, facsimile, telegraph, telephone, email, messenger or otherwise, shall be deemed transmitted when telephoned or when deposited in the mail, or when received by a transmitting agent, no matter whether actually received by the Client or not. Any notices given to ZUU shall not be deemed transmitted until actually received by ZUU.
- 9.3 Any notice or communication to be made or given by the Client shall be sent at the Clients own risk and shall only take effect upon actual receipt by ZUU.
- 6.2 本協議持續有效，惟將於下述情況下自動終止：
- 客戶委聘資遇代理之保單合約期滿並提取所有利益；
 - 客戶主動提出取消委聘資遇代理之保單合約；
 - 客戶沒有履行委聘資遇代理之保單合約條款，如未能繳交保費等致令保單失效；
 - (如客戶是個人) 客戶身故或 (如客戶為法人團體) 清盤或解散；
 - 客戶委聘資遇代理之保單合約及其利益被轉讓於第三者；
 - 客戶主動更改委聘資遇代理之保單服務權，並委託其他保險機構之經紀或保險中介人為其服務經紀；及
 - 資遇以書面通知客戶終止為授權保險經紀。
- 6.3 本協議可翻譯成其他語言 (如中文)。但若出現任何爭議或抵觸，以英文版本為準。
- 7. 責任免除**
- 7.1 無論是資遇或其任何高級人員或雇員或代理人，均不須為閣下因由資遇所提供理財策劃服務相關的金融產品的業績表現所引起或與之有關的任何損失和損害負有法律責任，但如果該等損失和損害是直接因為資遇或其高級人員或雇員或代理人之嚴重疏忽、欺詐、故意失責所引起，則作別論。在此等情況下，資遇對該等因嚴重疏忽、欺詐或故意失責時所引起的損失和損害之法律責任，不會超過閣下在當該等嚴重疏忽、欺詐或故意失責的行為發生時所投資或持有相關的金融產品之市值。
- 7.2 無論是資遇或其任何高級人員或雇員或代理人，均不須為閣下因由第三方準備及 /或產生之任何資料 (以下稱之為“第三方資料”) 所引起的任何損失和損害負有法律責任。閣下確認及同意在法律許可範圍內，資遇將不會獨立核實任何第三方資料並且資遇不會為任何第三方資料的完整性、準確性、足夠性或品質或其特定目的、要求或期望之合適性做出任何不論是明示或隱含的表述或保證。閣下亦確認任何由資遇所提供之第三方資料，不應被視作為資遇對任何金融產品的投資建議，且閣下必須對任何第三方資料作出獨立的評估。
- 8. 資料處理**
- 8.1 客戶所有或任何的個人資料乃依照資遇的政策來收集和使用的。資遇將會把所有有關客戶帳戶的資料保密。(依照以下條款及在「第V部份 個人資料 (私隱) 條例」)
- 8.2 在無須通知客戶或獲得客戶的同意下，資遇可向有關監管機構、政府當局、或依據任何法庭命令或成文法規披露客戶的詳情，以遵守該等機構的規定或要求。資遇亦可將客戶的資料向其聯屬人、代理人、承讓人或分判商披露，以求達到促進本協議之目的，而資遇無須就該等披露所產生的後果對客戶承擔任何責任。客戶完全同意彌補資遇在此有關連於本協議及合理情況下招致之任何損失、損壞、利息、收費、開支及其他有關之費用。
- 8.3 資遇並無責任向客戶披露資遇以任何身份為他人行事而掌握的任何資料。然而，資遇同意採取合理步驟以防止出現利益衝突，而當該等衝突無可合理避免地出現時，資遇將會採取步驟以確保其客戶得到公平對待。
- 9. 訊息傳遞**
- 9.1 如因通訊設備損毀或無法傳達訊息或其他切非資遇能力所及之原因而致客戶指令傳達失效時，資遇概不負責。
- 9.2 發交客戶之報告或任何其他通訊文件可照客戶在本協議「第VI部份 客戶資料聲明」內所指定或今後另有指定之地址或電話或傳真號碼發交客戶。所有文件無論是透過郵政、圖文傳真、電報、電話、電郵、信差或其他方式傳遞，一經用電話發出，或投交郵政局，或由電郵收受後，或由電報局收受後，不論客戶實際收到與否，乃作為經已收受辦理。任何予資遇之通知需確實傳予資遇方可作實。
- 9.3 就任何由客戶作出或發出的通知或通訊，客戶將會承擔有關風險，及只當資遇實際收到有關通知後方能生效。

- 9.4 Any notice or communication to be made or given by ZUU to the Client shall be deemed made or given :
- (a) if by letter, upon delivery to the Client by hand or if sent by prepaid mail, within 2 business days if the address of the Client is in Hong Kong or within 5 business days if the address of the Client is outside Hong Kong; and
 - (b) if by facsimile or electronic devices, upon transmission of the message to the Client.

10. Fees, Commissions and Charges

- 10.1 ZUU will not charge any direct fees for the services to be provided to the Client(s). ZUU is remunerated for the services by the receipt of commission (either directly or indirectly) paid by insurers/product providers/MPF scheme providers. Commissions received from insurers/product providers/MPF scheme providers would be different depending on the choice of financial product or the registered MPF scheme(s) or constituent fund(s) but this would not affect the advice provided by the Financial Consultants.
- 10.2 ZUU advised that if the Client want to find out about any commission (payable to the Companies, if applicable) after policy issued, the Client may submit their request in writing to Customer Care Centre, such that the Companies may aim to provide information on commission in such form, manner and time frame that the Companies considers appropriate.

Disclaimer: The cooling-off period of relevant plan/scheme will not be changed regardless of any outstanding matter regarding commission disclosure. The Client may seek independent advice from legal/professional advisers relevant to this matter.

11. Arbitration and Complaint

- 11.1 This Agreement and its enforcement shall be governed by the laws of Hong Kong and its provisions shall be continuous and shall cover individually and collectively all accounts which the Client may open or maintain with ZUU, and shall inure to the benefit of, and bind ZUU, ZUU's successors and assigns, whether by merger, consolidation or otherwise, as well as the heirs, executors, administrators, legatees, successors, personal representatives and assigns of the Client.
- 11.2 ZUU and the Client agree that any dispute or claim arising out of or in connection with this Agreement shall be determined by arbitration. However, ZUU may use court proceedings, at ZUU's sole option, in which event the Client and ZUU submit to the non-exclusive jurisdiction of the Hong Kong courts.
- 11.3 The Client may lodge a complaint by sending a letter to ZUU Digital Financial Services Limited, Room 1309, 13/F, Capital Centre, 151 Gloucester Road, Wanchai, Hong Kong.

12. Risk Disclosure Statement

In respect of all insurance / investments entered into by the Client or undertaken by the Client through ZUU, the Client understands and agrees that:

It is not possible for the Risk Disclosure Statement to disclose all the risks of the relevant investment products. ZUU may from time to time send the Client descriptions of some products that ZUU may provide, the risks generally associated with these products, and further supplements on the products and associated risk descriptions which the Client is strongly recommended by ZUU to read. Before the Client buys insurance or enters into any investments, the Client should ensure that he understands the detailed terms and effects of such product or investments and its suitability for the Client. The Client should read through the aforesaid document and the Risk Disclosure Statement provided herein carefully and studies the operations of the market before the Client buys or invests insurance or investment.

13. US. Persons related provisions

- 13.1 A "U.S. person" means an individual, trust, estate, partnership, association, company or corporation as referred or defined under the laws of United States of America.
- 13.2 In respect of any proposed investment linked assurance scheme or investment related products, the Client understands and accept that there are restrictions from offering some investment products to U.S. persons and/or beneficiaries who are U.S. persons.
- 13.3 Foreign Account Tax Compliance Act ("FATCA") - requires information to be provided to Internal Revenue Service ("IRS") on U.S. persons or owners. FATCA can implement 30% withholding tax on certain payments U.S. indicium are as follows:
- (a) U.S. citizenship or lawful permanent resident (green card) status;
 - (b) A U.S. birthplace;
 - (c) A U.S. residence address or a U.S. mailing / correspondence address (including a U.S. P.O. Box);
 - (d) Standing instructions to transfer funds to an account maintained in the United States, or directions regularly received from a U.S. address;
 - (e) An "in care of" address or a "hold mail" address that is the sole address with respect to the client;
 - (f) A power of attorney or signatory authority granted to a person with U.S. address; or
 - (g) A current U.S. telephone number.
- 13.4 If the Client becomes U.S. person, or if the Client develops or possess any of the above mentioned U.S. indicium, the Client shall:
- (a) immediately inform ZUU in writing and sign supplemental declaration,
 - (b) cooperate with ZUU to meet FATCA requirements and
 - (c) fully indemnify ZUU for all loss, damages or costs if the client made any false declarations or breach any of the terms herein.

- 9.4 資遇所作出或發出的任何通知或通訊將會視作已經作出或發出:

- (a) 如以信件方式作出，當有關信件以親手方式送遞時有關通知便生效，或如以預付郵資郵件方式作出時，如客戶在香港，則在寄出該郵件兩個營業日後有關通知便生效，或如客戶不在香港，則在寄出該郵件後五個營業日內有關通知便生效；及
- (b) 如由圖文傳真或電子方式作出，則在有關訊息向客戶傳送時有關通知便生效。

10. 費用、佣金及收費

- 10.1 資遇將不會就提供的服務向客戶收取直接費用。資遇將向保險公司或產品發行商或強積金計劃提供者直接或間接收取佣金，作為資遇所提供服務的報酬。從保險公司或產品發行商或強積金計劃提供者所收取的佣金或會因應客戶對金融產品或強積金計劃或成份基金的選擇有差異，然而這並不會影響理財顧問向客戶提供之建議。
- 10.2 如客戶於保單續發後欲查詢該等公司之佣金（付予該等公司，如適用），客戶可以書面形式向該等公司之客戶服務部提出，該等公司將會按個案作合適估量，考慮提供相關資料之形式、態度及時間。

免責聲明：有關保單/計劃的冷靜期不會因未提供佣金披露而改變。客戶可以尋求獨立的法律/相關專業顧問的意見。

11. 仲裁及投訴

- 11.1 本協議及其實施辦法均照香港法律管理，其中所列條文具有持續性，對客戶在資遇所設帳戶一致適用，對於資遇、資遇承繼人，及財產轉讓人，不論是由於合併、合營抑或其他別情而產生之財產轉讓人，與及客戶之繼承人、遺囑執行人、遺產管理人、遺產繼承人、繼承人、私人代表及財產轉讓人亦同樣有效。
- 11.2 資遇與客戶之間同意在本協議下產生之爭議或索償，將根據仲裁方法解決。而資遇與客戶均同意接受於香港特區法院的非專屬性司法管轄權。除此以外，資遇亦有權單方面提出採用法庭研訊程序。
- 11.3 如客戶有任何投訴，香港灣仔告士打道 151 號資本中心 13 樓 1309 室收。

12. 風險披露

有關於客戶訂立或客戶透過資遇進行之所有投保及/或投資，客戶明白及同意：

風險披露聲明書不可能披露一切有關之投資產品之交易風險。資遇不時可發送資遇可提供之投資產品說明、其一般性相關連之風險、及其他資遇強烈地建議客戶詳細閱讀之產品補充資料及相關連之風險說明。客戶在每次投保及/或投資前，請確保自己清楚明白其產品或交易之詳細條款、影響及它們是否適合自己。在作出所有投保及/或投資前，客戶應小心謹慎地閱讀及研究市場運作。

13. 美國人士有關的規定

- 13.1 「美國人士」是根據美國的法律定義或所指的個人、信託、房地產、合夥企業、協會、公司或機構。
- 13.2 就投資或投資相連壽險計劃等相關產品的建議，客戶明白和接受任何對美國人士或/和受益人是美國人士的所有限制。
- 13.3 《外國帳戶稅務遵守法案》(FATCA) — 需要需要向美國稅務局(“IRS”)提供有關美國人士或有關資產擁有者之資料。FATCA 可對某些支出實施 30% 的預扣稅。美國有關人士之特徵包括以下：
- (a) 美國公民或合法永久居民(綠卡)的身份；
 - (b) 美國為出生地；
 - (c) 有一個美國的居住地址或美國的郵寄/通訊的地址(包括美國郵政信箱)；
 - (d) 有行常指示將資金轉移至一個保持在美國的帳戶，或定期收到來自美國地址的指示；
 - (e) 客戶在美國作為「代收」或「保持郵件」之地址是其唯一的地址；
 - (f) 客戶的授權書或簽字權授予一個擁有美國地址之人士；或
 - (g) 一個現有的美國電話號碼。
- 13.4 如果客戶成為美國人士，或客戶將成為或擁有任何上述提及的美國人士有關的身份，客戶需：
- (a) 立即以書面形式通知資遇並簽署補充聲明；
 - (b) 配合資遇的指示，以符合 FATCA 的要求；及
 - (c) 如果客戶作出任何虛假的聲明或違反本協議的條款，客戶需賠償資遇的所有相關損失、損害或費用。

PART III - INSURANCE BROKERAGE SERVICE

This Part shall be applicable to any agreements made between the Client and ZUU in which the Client appoints ZUU as the insurance broker to provide insurance broker service, and if so applicable shall form an integral part of the agreement. This Part is supplemented by and shall be read jointly with the other Parts herein in so far as they are applicable. The Client is reminded to read this Part carefully and thoroughly. If the Client has any doubt, the Client should seek legal and / or other professional advice.

ZUU is a licensed insurance broker with IA. IA regulates insurance companies and insurance intermediaries, and it has the authority to grant a license to an insurance broker according to Insurance Companies Ordinance (the "Ordinance").

1. The Client hereby appoints ZUU to act as his insurance broker, and authorize it to perform the following:
 - (a) to receive the Client's instruction in relation to the insurance financial services /financial product and / or related products that the client needs or may need; to negotiate on behalf of the Client and/or arrange for policies; to provide advice to the Client relating to all aspects of insurance.
 - (b) to assist the Client in analyzing the Client's needs and identify insurance products suitable to the Client. ZUU will, according to Client's instructions, contact insurance institutions to receive quotations and terms for available insurance products and report the same to the Client for his consideration.
 - (c) to receive commission from insurance institutions for buying insurance, funds subscription and switch transactions on behalf of the Client.
2. All instructions and resulting transactions executed on the Client's behalf shall be subject to the Terms and Conditions set out in this part and any part in this Agreement (where relevant), Risk Disclosure Statement, Notice under Personal Data (Privacy) Ordinance, Client Information Statement, or other Appendices issued by ZUU, all may be amended from time to time.
3. All instructions given by ZUU on the Client's behalf will comply with the relevant provisions of all relevant regulations issued by IA from time to time and the applicable laws of Hong Kong from time to time, and shall be governed by the relevant explanatory memorandum, prospectus, terms and conditions and constitutional documents applicable to the relevant investment scheme.
4. The Client confirms that he has read, understood and accepted all the relevant terms, ordinances and information prior to giving any instructions to ZUU, whether by telephone, facsimile or by post.
5. The Client shall familiarize taking suitable legal advice as to decision on subscription, holding and realization of the Client's investments with reference to his citizenship or domicile or place of business.
6. The Client hereby acknowledges that the Client will be responsible to ZUU for any loss, costs, fees and expenses in connection with the Client's failure to meet the Client's settlement obligations as described in the respective explanatory memorandum and prospectus of the related investment products.
7. The Client hereby agrees that the Client shall keep ZUU fully indemnified on demand against all damages, costs, expenses and charges which may be brought against ZUU or suffered or incurred by ZUU arising from all claims, litigations, damages or other proceedings in connection with failing to act on any telephone, fax or postal instructions given by the Client or providing of advice or information to the Client in the course of ZUU's provision of the insurance brokerage services.
8. The Client hereby represents and warrants that the Client will submit to ZUU all the adequate and necessary information about his identity and ZUU is duly authorized by the Client to disclose information of the Client to the relevant insurance institutions and /or insurance intermediaries.
9. The Client agrees to indemnify ZUU on demand and holds ZUU harmless, from litigation and claims brought by institutions and insurance intermediaries against ZUU in relation to performance by ZUU in accordance to the Terms and Conditions as contained in this Agreement, including without limitation, any liability or proceeding in relation to entering into policies.
10. Any analysis in relation to life insurance, disability income protection, retirement management, children's education fund, and wealth management is provided for information and reference purposes only and does not constitute or form part of any offer, or invitation for relevant investments. All figures in the analysis are for estimation purpose and are based on the information provided by the Clients. ZUU does not warrant or represent that any relevant presentations or assumptions provided currently or in the future are or will be accurate, full and complete. The analysis is provided for rough estimation purpose for the Client's personal needs through simple calculation and does not constitute or form any professional advice or suggestion made by ZUU or its sales or consultants.
11. Regarding the investments linked insurance policies, insurance institutions will deduct and pay ZUU its commission fee from the insurance premium. Apart from that, ZUU will not charge any additional commission for its insurance broker service from the Client.
12. ZUU is remunerated for its services by the receipt of commission paid by insurers. The Client's agreement to proceed with this insurance transaction shall constitute the Client's consent to the receipt of commission by the Company.

第 III 部份 保險經紀服務

本部份適用於任何客戶與資遇訂立之協議，以委聘資遇提供任何其保險經紀服務及將構成一份完整的協議。本部乃補充其所依附之其他適用部份，並須與該部一併詳閱。在此提醒客戶請小心及徹底地閱讀本部份，如客戶有任何疑問，謹請諮詢客戶之法律或其他專業意見。

資遇乃持牌保險經紀公司，並為保監局成員。保監局規管保險公司及保險中介人，可根據《保險公司條例》(「該條例」)向保險經紀批出牌照。

1. 客戶現委任資遇作為保險經紀，並授權資遇履行以下任務：
 - (a) 就客戶需要或可能需要的保險、金融服務、金融產品及/或相關產品接受客戶指示、為客戶磋商及/或安排保單，以及向客戶提供有關保險各方面的意見。
 - (b) 協助客戶分析客戶的保險需要，物色合適客戶之保險產品。在此過程中，資遇將根據客戶之指示及聯絡保險機構，以取得可提供之保險產品報價及條款提供客戶考慮。
 - (c) 收取來自保險機構因代客戶執行投保、基金認購及轉換交易而來之佣金。
2. 所有代客戶執行之指令均需依照本部及本協議（如適用）之條例及細則、風險披露聲明、有關個人資料（私隱）條例、客戶資料聲明及其他附錄而進行。資遇可不時將上述修改。
3. 所有經由資遇代客戶發出之指令均需依照保監局不時發出的有關規則及條例及香港特別行政區之有關法律，並依照各相關投資計劃之說明書及有關章程及條例細則進行。
4. 不論客戶經由電話或郵寄或圖文傳真至資遇之指令，客戶確認在發出指示前已閱讀、明瞭及確認有關條款及條例和有關資料。
5. 客戶本人會因應本身之公民身份或所居地或業務所在地去尋找合適之法律意見以對認購、持有或變賣投資產品作出決定。
6. 客戶確認會對資遇因客戶未能履行相關投資產品之說明書及有關章程列明之結算責任，承擔所有損失、成交、費用及任何相關支出。
7. 就所有針對保險經紀服務因未能執行任何經電話、圖文傳真或郵寄接收之客戶指令，或因提供給客戶任何意見或資料，而引起或作出的所有申索、訴訟、損失或任何法律程序，客戶將會全數加以彌償，包括且不受制因投保而產生之任何責任或法律程序。
8. 客戶現謹此聲明及保證提供足夠及必須之個人資料，而客戶授權資遇可將客戶的資料向保險機構或其他保險中介人披露。
9. 客戶同意就保險機構或其他保險中介人針對資遇因履行本協議之條例及細則而作出的所有損害或申索，客戶將會全數加以彌償，包括且不受制因投保而產生之任何責任或法律程序。
10. 就客戶於人壽保障、傷病入息保障、退休管理、子女教育基金及財富管理等所作之分析，只供客戶作為參考之用，並不構成有關投資的邀約。分析的所有數據只為估計，一切皆以客戶提供的資料作為基礎，有關之表述或假設在目前或日後是否全面或完整不能作出保證或陳述。該分析旨在根據簡單的計算為客戶的個人需要提供概略估計。該分析不應構成資遇或其銷售人員及顧問就任何計劃作出建議或用作取代專業意見之用。
11. 就投資相連的保險保單而言，保險機構會在保費中扣除應付予資遇之經紀佣金。除此以外，資遇不會向客戶收取任何額外經紀佣金。
12. 資遇藉向保險公司收取的佣金，作為其所提供服務的酬金。客戶同意進行是項保險交易，即構成客戶同意資遇收取佣金。

PART IV - RISK DISCLOSURE STATEMENT

1. Counterparty Risk

Any persons or institutions with which the Client has entered into a financial contract – who is a counterparty to the contract – might default on their obligations and fail to fulfill their obligations under the contract.

2. Credit Risk

- (a) Policy of Linked Long Term Insurance, like other insurance policies, is issued by insurer. Should the insurer become insolvent, similar to all other life insurance policies, there is a risk of capital loss.
- (b) Return of the policy of Linked Long Term Insurance is contingent upon the performance of the underlying funds. Should any one of the fund managers become insolvent, there is a risk of capital loss.
- (c) Any financial corporation (e.g. policy issuers) might default on its payments in the future. The longer the term to repayment, the greater the risk.

3. Currency Risk

The profit or loss in transactions in foreign currency-denominated policies will be affected by fluctuations in currency rates where there is a need to convert from the currency denomination of the policy to another currency.

4. Early Termination, Surrender and / or Withdrawal Risk

Early policy termination or surrender, or reduction in premium payment occurred within a prescribed period before the end of the policy premium payment period will incur early surrender or withdrawal charge and/or possible loss of entitlement to bonuses.

5. Fund Manager Risk

Performance of fund manager of a fund chosen by the Client may not achieve what the Client has originally expected.

6. Liquidity Risk and Reinvestment Risk

- (a) Policy of Linked Long Term Insurance is designed to be held for a long term period, and for regular premium type policy it is to be paid throughout the term of policy selected. Early surrender or withdrawal of the policy may result in a significant capital loss due to charges to be imposed. Suspension of or reduction in premium may also result in capital loss, as all fees and charges at full rates are still deductible from the value of the policy during period of premium suspension or reduction (including during period of premium holiday).
- (b) Design of the policy of Linked Long Term Insurance is that while any investment made by the insurer in the underlying funds the Client selected become and remain the assets of the insurer, should any investment be suspended or subject to a prolonged turnaround time to trade, the insurer may not be able to liquidate those investment in time to switch fund into another investment or to pay proceeds for policy surrender or withdrawal. There is a risk of fund switching or policy surrender or withdrawal being held up or delayed.
- (c) A particular investment may not be traded or howsoever converted into cash in a short time.
- (d) Proceeds or interests earned from an investment may have to be reinvested at a lower potential rate, particularly so during the period of falling interest rates.

7. Political / Regulatory Risk

The Client's investment may suffer losses when there are changes in political or regulatory stability, structure or policies of a related country.

8. Premium Holiday Risk

All relevant fees and charges will continue to be deducted from the Client's policy value during the premium holiday (i.e. no premium contribution) and under such circumstances, the value of the Client's policy may be significantly reduced and the Client's entitlement to the bonuses may also be affected. It may further lead to termination of the Client's policy if the policy value is insufficient to cover the applicable policy charges.

9. Risk of Failure to Diversify

Over concentration in a single investment can lead to increased volatility (fluctuation) in the Client's portfolio. Failing to diversify may also increase the amount of risk that the particular portfolio is exposed to in contrast to a properly allocated portfolio. It is crucial that the Client properly diversify the investments so as to minimize the overall risk of the portfolio.

10. Risk of Fund Prices Fluctuation

The prices of funds fluctuate, sometimes dramatically. The price of a fund may move up or down, and may become valueless. It is a likely that losses will be incurred rather than profit made as a result of buying and selling funds.

11. Transactions in Other Jurisdictions

Transactions on markets in jurisdictions other than Hong Kong, including markets formally linked to a domestic market, may expose the Client to additional risk that such markets may be subject to regulation which may offer different or diminished investor protection.

第 IV 部份 風險披露聲明

1. 交易對手風險

任何個人或機構與客戶簽訂金融合約 — 即合約的另一方 — 都有可能未有履行和未能完成他們於合約內所訂明的責任。

2. 信貸風險

- (a) 相連長期保險之保單，如其他保險保單，由保險公司發行。假如保險公司無力償債，類似於所有其他壽險保單，存有資本損失的風險。
- (b) 相連長期保險保單的回報是取決於相關基金的表現。如任何一個基金管理人無力償債，存有資本損失的風險。
- (c) 任何金融公司（例如保單發行人）都有可能於未來違約而未能付款，還款期越長，風險越大。

3. 外匯風險

以外幣結算的保單，進行交易時或會將保單的單位貨幣轉換為另一種貨幣，因此交易所帶來的利潤或虧損將受匯率波動所影響。

4. 提早終止保單、退保及 / 或提款風險

於規定的期限內或保單繳費期完結前，提早終止保單或退保、或減少支付保費，將招致提早退保、提取費用、及 / 或可能令原本可獲得的保單獎賞減少。

5. 基金經理人風險

客戶所選擇的基金，其基金管理人的表現未必能達至客戶原先的期望。

6. 流通性風險及再投資風險

- (a) 相連長期保險保單的設計是須長期持有，和定期繳交保費類型的保單是需於已選擇的期間內全部支付整個保費。提早退保或提取，可能會導致顯著資本損失。暫停或減少保費也可能導致資本損失，由於保費暫停或減少的時期（包括在保費供款假期），所有費用及收費可從保單價值中全數扣除。
- (b) 相連長期保險保單的設計是客戶所選擇投資於任何相關基金，便成為保險人持有的資產，任何投資被暫停或流通性較低的情況下，保險人可能無法於應有的時間內轉換投資另一種基金或為保單退保或撤銷支付款項，這樣存有基金轉換或退保或提款被關押或延遲的風險。
- (c) 某一投資未必能在短時間內進行買賣，或以任何方法轉換成現金。
- (d) 從投資所賺取的收益或利益有可能只能以較低的潛在增長率再作投資，尤其在利率下降週期。

7. 政治 / 監管風險

當相關國家的政治或監管的穩定性、結構或政策有改變，客戶的投資可能蒙受損失。

8. 保費供款假期風險

在保費供款假期期間（即保費暫停供款），客戶的保單仍然會被扣除所有相關費用及收費；在這種情況下，客戶的保單價值可能會顯著減少，而客戶可享有的保單獎賞也可能受到影響。如保單價值不足夠支付相關適用的保單收費，客戶的保單更可能被終止。

9. 缺乏分散投資風險

過於集中單一投資可能會導致客戶的投資組合的波動性增加。相對於恰當分配的投資組合，缺乏分散投資將增加某一投資組合所面對的風險。客戶應適當分散投資以減少投資組合的整體風險。

10. 基金價格波動風險

基金價格波動，有時甚為劇烈。基金價格可升可跌，甚至可變成毫無價值。買賣基金亦可能引致損失而不是利潤。

11. 在其他司法管轄區的交易

於香港以外司法地區的市場（包括與本地市場有正式連繫的市場）進行交易，由於其規則對投資者所提供的保障或與香港不同、甚或更小，因此可能令客戶面對額外的風險。

PART V -NOTICE UNDER PERSONAL DATA (PRIVACY) ORDINANCE

Notice to Client regarding the Personal Data (Privacy) Ordinance (the "Ordinance") (Cap.486, Laws of Hong Kong):

1. In respect of collection of Personal Data, ZUU can collect, use and transfer Personal Data for any and all of the following purposes:
 - (a) provision of Financial Planning Services in respect of Financial Products;
 - (b) verifying the Client's eligibility for Financial Planning Services in respect of Financial Products;
 - (c) providing the Client with marketing materials relating to Financial Planning Services in respect of Financial Products concerning ZUU and/or its product/services providers;
 - (d) performing policy review and financial needs analysis and/or suitability assessment;
 - (e) processing the Client's application;
 - (f) facilitating payment arrangements or instructions;
 - (g) handling of any checking procedure related to the Client's application and related claims;
 - (h) compilation of statistics and research analysis;
 - (i) communication with customers, prospective customers of ZUU;
 - (j) meeting any disclosure requirements imposed by law regulatory guidelines or regulatory authorities on ZUU and/or product/services providers;
 - (k) in respect of MPF, the Personal Data provided by Participating Employers and/or Members and details of transactions or dealings by such Participating Employers and/or Members may be used for the administration, communication and/or in connection with contributions, accrued benefits or MPF account in respect of the Participating Employers and/or Members under the MPF scheme;
 - (l) conducting direct marketing activities relating to Financial Planning Services in respect of Financial Products concerning ZUU and/or its product/services providers subject to applicable law;
 - (m) improving and furthering the provision of services by ZUU subject to applicable law;
 - (n) matching with other Personal Data concerning the Client and/or the relevant Participating Employers and/or Members for Financial Service
 - (o) fulfilling any other purposes relations to the above-mentioned purposes;
 - (p) any other purposes as notified to the Client at the time of collection.
2. Personal Data may be transferred and disclosed to any of the following for the purposes mentioned herein, subject to applicable law:
 - (a) any affiliate of ZUU - the ZUU's holding company and subsidiaries of the Company's holding company;
 - (b) any association or professional bodies in respect of the business carried on by ZUU;
 - (c) Any intermediaries, Related Parties or other service providers rendering services to ZUU in connection with the operation of ZUU's business;
 - (d) any third party with which the Client have or propose to have dealings
 - (e) any government bodies or regulatory authorities;
 - (f) any insurance claim investigators;
 - (g) third party administrators;
 - (h) professional advisors;
 - (i) any agents, affiliates, consultants or third party service providers who provides administrative, telecommunications, computer, payment, printing, redemption or other services in relation to the operation of the business of ZUU;
 - (j) any person and corporate entities to whom ZUU is obliged to disclose under the requirement of any law relating to ZUU or its product/service providers;
 - (k) ZUU may transfer the Client's personal information in connection with a contract or transaction with another company which materially affects the administration, structure and/or management of its business, or if required to satisfy legal or regulatory requirements or regulatory guideline;
 - (l) any other parties as notified to the Client at the time of collection.
3. Subject to all relevant laws, in respect of Direct Marketing (as defined in Personal Data (Privacy) Ordinance and/or any amendments thereof), the following provisions apply:
 - (a) ZUU intends to use the Client's Personal Data for Direct Marketing purposes for business development;
 - (b) ZUU may not use the Client's Personal Data for direct marketing purposes unless we have received the Client's consent;
 - (c) If the Client do not wish the Client's Personal Data to be used for direct marketing purpose in the future, the Client may inform ZUU Customer Service Department at Room 1309, 13/F, Capital Centre, 151 Gloucester Road, Wanchai, Hong Kong.
 - (d) We may use or will use any of the following Personal Data for marketing products/services: the Client's name, the Client's residential address, the Client's mobile number, the Client's residential number and the Client's email address;
 - (e) The Client's Personal Data will be used for marketing products /services via the following means of transmission: phone, mobile phone, internet network and/or mail.
4. The Client have the right to request access to and correction of the Client's Personal Data provided to ZUU. Any such request may be made in writing and addressed to ZUU Customer Service Department, at Room 1309, 13/F, Capital Centre, 151 Gloucester Road, Wanchai, Hong Kong. ZUU will comply with such request and may charge a reasonable fee for processing such request unless ZUU may or is required to refuse to do so under the applicable law and regulations.

第 V 部份 個人資料 (私隱) 條例

資遇茲根據個人資料 (私隱) 條例 (香港法例第486章) (下稱「此條例」) 通知客戶下列事項：

1. 有關個人資料的收集，資遇可以收集、使用及轉移個人資料以作為以下任何及所有用途：
 - (a) 提供有關金融產品的理財策劃服務；
 - (b) 為客戶提供資遇及其產品或服務之供應商所提供之有關金融產品的理財策劃服務之市場諮詢；
 - (c) 為客戶提供資遇及其產品或服務之供應商所提供之有關金融產品的理財策劃服務之市場諮詢；
 - (d) 進行有關保單審核、財務需求分析及/或適合性評估；
 - (e) 處理客戶的申請；
 - (f) 促進支付安排或指示；
 - (g) 處理客戶的申請檢查程序和相關的索賠；
 - (h) 彙編的統計數據和研究分析；
 - (i) 與資遇客戶或潛在客戶溝通；
 - (j) 以符合資遇及/或產品或服務之供應商的監管部門的任何披露指引或相關條例之規定；
 - (k) 就有關強制性公積金計劃，參與僱主及/或個人成員所提供的個人資料、詳細的交易或買賣記錄，該些數據可用於管理、通訊及/或有關參與僱主及/或個人成員在強積金計劃的供款、累積權益或強積金帳戶之中；
 - (l) 根據相關適用的法律，可用於有關資遇及其產品或服務之供應商所提供之金融產品的理財策劃服務之直接促銷推廣活動；
 - (m) 根據相關適用的法律，資遇可用於改善或提供進一步的服務；
 - (n) 可用於客戶、參與僱主及/或個人成員就有關保險、強制性公積金或其他金融產品的有關用途作核對之用；
 - (o) 用於實現上述用途有關的任何其他相關用途；
 - (p) 當收集客戶個人資料時所述任何其他用途。
2. 根據相關適用的法律，客戶的個人資料可能被轉移，並披露給任何本文所提的目的 予下述人士：
 - (a) 資遇任何聯屬公司-即資遇之控股公司以及資遇控股公司之附屬公司；
 - (b) 有關資遇的業務所屬之任何組織或專業團體；
 - (c) 任何與資遇業務有關之中介人或提供產品或服務之供應商；
 - (d) 任何與客戶擬進行交易的第三方；
 - (e) 任何政府機構或監管機構；
 - (f) 任何保險索賠調查員；
 - (g) 第三方管理機構；
 - (h) 專業顧問；
 - (i) 任何與資遇的業務操作相關之代理人、關聯公司、顧問或第三方服務供應商提供行政、電訊、電腦、付款、打印、贖回或其他服務；
 - (j) 根據相關適用的法律，任何資遇有責任向其披露的人或公司或提供產品或服務之供應商；
 - (k) 根據法律、法規或監管指引，在涉及影響其業務之行政、結構及/或管理等情況下，資遇可能將客戶有關交易或合約之個人資料披露給與業務相關的另一家公司；
 - (l) 當收集客戶的個人資料時已通知客戶的任何其他人士。
3. 就直接促銷推廣活動 (根據個人資料 (私隱) 條例及/或任何修訂) 則適用以下內容：
 - (a) 資遇將會把客戶的個人資料用作直接促銷推廣活動之用途以發展業務；
 - (b) 在未經客戶同意，資遇將不會披露客戶的個人資料與任何其他第三方用作直接促銷推廣活動之用途；
 - (c) 如果客戶不希望客戶的資料用於直接促銷用途，客戶可通知資遇客戶服務部，地址為香港灣仔告士打道 151 號資本中心 13 樓 1309 室；
 - (d) 我們有可能會/或將會使用以下的個人資料作為推廣產品/服務之用途，包括客戶的姓名、住宅地址、手機號碼、住宅電話號碼及電郵地址；
 - (e) 客戶的個人資料將會經以下的傳輸方式作為推廣產品/服務之用途：電話、手機、互聯網及/或郵件。
4. 客戶有權要求接觸及更正客戶已提供給資遇的客戶的個人資料。客戶可透過書面向資遇客戶服務部做出該要求，地址為香港灣仔告士打道 151 號資本中心 13 樓 1309 室。資遇將遵從該要求並可收取處理該要求的合理費用，除非資遇因適用法律及法規而可能被要求拒絕處理該要求。

PART VI- CLIENT INFORMATION STATEMENT 第 VI 部份 客戶資料聲明

(A) Applicant Personal Information 申請人個人資料

Individual / Joint Applicant(s) 個人/聯名申請人

| Applicant 1 申請人 1 | | | | | |
|--|--|-----------------------|--------------------------------|--|------------------|
| Name 姓名 | English 英文 | | Salutation 稱呼 | <input type="checkbox"/> Mr. 先生 <input type="checkbox"/> Mrs. 太太 <input type="checkbox"/> Ms. 女士 <input type="checkbox"/> Miss 小姐 | |
| | Chinese 中文 | | Gender 性別 | <input type="checkbox"/> Male 男 <input type="checkbox"/> Female 女 | |
| HKID Card / Passport No. 香港身份證 / 護照號碼 | | Nationality 國籍 # | | Date of Birth 出生日期 | DD/MM/YYYY 日/月/年 |
| Contact No. 聯絡電話 | | Email Address 電郵地址 | | | |
| 客戶服務聯絡渠道 CS Communication Channel | <input type="checkbox"/> WhatsApp _____ <input type="checkbox"/> Wechat 微信 _____ | | | | |
| Residential Address 住址 | | | Correspondence Address 通訊地址 | (If different from residential address 如與住址不同) | |
| Occupation Title 職位 | | | Business Nature 業務性質 | | |

| Applicant 2 申請人 2 | | | | | |
|--|--|-----------------------|--------------------------------|--|------------------|
| Name 姓名 | English 英文 | | Salutation 稱呼 | <input type="checkbox"/> Mr. 先生 <input type="checkbox"/> Mrs. 太太 <input type="checkbox"/> Ms. 女士 <input type="checkbox"/> Miss 小姐 | |
| | Chinese 中文 | | Gender 性別 | <input type="checkbox"/> Male 男 <input type="checkbox"/> Female 女 | |
| HKID Card / Passport No. 香港身份證 / 護照號碼 | | Nationality 國籍 # | | Date of Birth 出生日期 | DD/MM/YYYY 日/月/年 |
| Contact No. 聯絡電話 | | Email Address 電郵地址 | | | |
| 客戶服務聯絡渠道 CS Communication Channel | <input type="checkbox"/> WhatsApp _____ <input type="checkbox"/> Wechat 微信 _____ | | | | |
| Residential Address 住址 | | | Correspondence Address 通訊地址 | (If different from residential address 如與住址不同) | |
| Occupation Title 職位 | | | Business Nature 業務性質 | | |

IMPORTANT: Please note all the U.S. person related requirements and restrictions in the clause 13 of the Terms and Conditions.

重要：請注意在條款及條件中的第13條所述，有關所有美國人士的相關要求和限制。

Joint Applicants

The following provisions are applicable for **joint applicants** only:

- We hereby declare that the Terms and Conditions will be binding on us jointly and severally.
- We hereby also declare that ZUU will accept instructions from and documents executed by us **singly/ jointly**. (Please delete if not applicable)
- Where we have declared under paragraph(ii) that instructions from and documents executed by any one of us singly will be accepted by ZUU, they will be binding on all of us. Where we have declared under paragraph(ii) that instructions from and documents executed by us jointly will be accepted by ZUU, only instructions from and documents executed by such number of us as may be authorized to sign jointly will be accepted by ZUU and will be binding on all of us.

The appointment for the purpose of providing the Financial Planning Services to me(us) under the Terms and Conditions shall take effect as of the commencement date specified in the signature date as below.

聯名申請人

以下條文只適用於聯名申請人:

- 吾等謹此聲明吾等將共同和個別地受該條款及條件約束。
- 吾等謹此聲明，資遇將接受由吾等單一地/共同地所發出的指示及所簽立之文件。（請刪去不適用者）
- 凡吾等於第(ii)段聲明資遇將接受由吾等任何一位單一地所發出的指示及所簽立之文件，則它們亦將對吾等全體有約束力。凡吾等於第(ii)段聲明資遇將接受由吾等共同地所發出的指示及所簽立之文件，則由授權可共同簽署的該等數目成員所發出的指示及所簽立之文件，才被資遇接受以及將對吾等全體有約束力。

本人（吾等）對該等公司根據該條款及條件下向本人（吾等）提供的理財策劃服務所作出之委任，須於以下簽署日期開始生效。



Corporate Applicant(s) 公司申請人

| For Corporations 公司專用 | | | |
|---|---|----------------------------------|---------------------------------------|
| Company Name 公司名稱 | English 英文 | | |
| | Chinese 中文 | | |
| Certificate of Incorporation No. 公司註冊證號碼 | | Business Registration 商業登記證號碼 | |
| Date of Incorporation 成立日期 | | Place of Incorporation 成立地點 | |
| Registered Address 註冊地址 | | | |
| Correspondence Address 通訊地址 | (If different from Registered Address 如與註冊地址不同) | | |
| Telephone No. 聯絡號碼 | | Fax No. 傳真號碼 | |
| Email 電郵 | | | |
| Name of Contact Person 聯絡人姓名 | | Business Nature 業務性質 | |
| For Partnerships 合夥人專用 | | | |
| Partnership Trade Name 合夥人經營名稱 | English 英文 | | |
| | Chinese 中文 | | |
| Name of Partners 合夥人姓名 | | | |
| | HKID Card / Passport No. 香港身份證 / 護照號碼 | | HKID Card / Passport No. 香港身份證 / 護照號碼 |
| Registered Address 註冊地址 | | | |
| Correspondence Address 通訊地址 | (If different from Registered Address 如與註冊地址不同) | | |
| Telephone No. 聯絡號碼 | | Fax No. 傳真號碼 | |
| Email 電郵 | | | |
| Name of Contact Person 聯絡人姓名 | | Business Nature 業務性質 | |

Notes :

(1) Corporate applicant should submit the following documents:

- (a) Certified copies of their Memorandum and Articles of Association (or equivalent constitutive documents) and a certified copy of their registration certificate; and
- (b) Certified copy of the list of authorized signatories and respective specimen signature of the applicant;
- (c) Certified copies of the Hong Kong identity card or passport (as applicable) of each of their director(s) and authorized person(s);
- (d) Certified copies of register of directors and register of members; and
- (e) Certified copies of business registration certificate

(2) Partnership applicant should submit a certified copy of the partnership agreement; and,

- (a) For each corporate partner, the documents under Note (1) above, and
- (b) For each individual partner, a certified copy of his/her Hong Kong identity card or passport (as applicable)

附註:

(1) 公司申請人應呈交以下文件:

- (a) 組織章程大綱及章程細則的核證副本(或等同之組織文件)以及他們註冊證書之核證副本;
- (b) 申請人的授權簽署人及其簽署式樣名單之核證副本
- (c) 每位董事及授權人的身份證或護照(如適用)核證副本;
- (d) 董事登記名冊及股東登記名冊核證副本;以及
- (e) 商業登記證核證副本

(2) 合夥申請人應呈交合夥同意書之核證副本;

- (a) 就每位公司夥伴,呈交如上述(1)之文件; 以及
- (b) 就每位個別夥伴,呈交如他/她的身份證或護(如適用)之核證副本

Personal Information Collection Statement- Direct Marketing

We intend to use your Data (i.e. your name, address, email address, fax and telephone number) you provided in the Account Opening Form/Application Form/Client Agreement for direct marketing, but we will not use the Data unless we have received your consent. Please indicate your objection before signing this form by ticking the box below:

☐ I object to the proposed use of my data in direct marketing

At any time in the future, in respect of direct marketing, You may also inform our Data Protection Officer in writing, if you wish to opt out of our use of your Data for any of the direct marketing purposes.

You have the right to:

- check whether we hold your Data and to have access to that Data;
- require us to correct any of your Data which is inaccurate; and
- ascertain our policies and practices in relation to your Data.

We reserve the right to charge you a reasonable fee for complying with any request for access to your Data.

Contact Details

The Data Protection Officer, Room 1309, 13/F, Capital Centre, 151 Gloucester Road, Wanchai, Hong Kong

Personal Information Collection Statement- Transfer of personal data outside Hong Kong under Section 33

For the purposes of providing insurance, financial services or financial products or related wealth management products to the Client, we may transfer the Client's name and contact details outside Hong Kong, where there may not be in place data protection laws which are substantially similar to, or serve the same purposes as, the Personal Data(Privacy) Ordinance. That means the Client's personal data may not be protected to the same or similar level in Hong Kong. Please indicate the Client's consent by ticking the box below.

☐ I consent to the transfer of my personal data outside Hong Kong

個人資料收集聲明-直接促銷

我們擬使用你在開戶表格/申請表/客戶協議中直接提供的資料(即你的姓名、地址、電子郵件地址、傳真和電話)作直接促銷。除非我們已經徵得你的同意，否則我們將不會這樣使用。請簽署此表格前勾選下面的方格以表明你的反對意見：

☐ 我反對在直接促銷中建議使用我的資料

就直接促銷而言，如果你日後希望選擇拒絕我們對你的任何資料的使用以用作直接促銷目的，你可以以書面形式提交給個人資料保護主任。

你有權：

- 檢查我們是否持有你的資料並查閱該資料；
- 要求我們更正任何不準確的資料；及
- 查明與你的資料相關的政策和措施。

我們保留向你收取合理費用的權利，以遵守你的任何查閱資料要求。

聯繫方式

資料保護主任，地址為香港灣仔告士打道 151 號資本中心 13 樓 1309 室)

個人資料收集聲明—第 33 條下的轉移個人資料至香港境外

為向客戶提供有關的保險、金融服務、金融產品或相關理財產品之用途，我們可能會把客戶的姓名及聯絡資料轉移至香港境外，該處可能沒有與<<個人資料(私隱)條例>>大體上相似或達至與此條例的目的相同的法律，亦即是說，客戶的個人資料未必可以獲得與在香港相同或類似程度的保障。請在下述空格標示客戶的同意。

☐ 本人同意把本人的個人資料轉移至香港境外

| | | |
|----------------------------------|--|-------------------------------|
| | WANG Yajing | |
| Name of Applicant (1) 申請人 (1) 姓名 | Signature of Applicant (1) 申請人 (1) 簽署 Authorized Signature and Company Chop 授權簽署及公司蓋印 (if applicable 如適用) | Date 日期 (DD/MM/YYYY 日/月/年) |
| | | |
| Name of Applicant (2) 申請人 (2) 姓名 | Signature of Applicant (2) 申請人 (2) 簽署 | Date 日期 (DD/MM/YYYY 日/月/年) |

(B) Declaration by Applicant 申請人聲明

1. I/We, the undersigned, hereby declare that the information contained in this Client Information Form is true, complete and accurate.
2. I/We confirm that I/We have read and understood the terms and conditions for Financial Planning Services provided by ZUU (the "Terms and Conditions"). I/We agree to be bound by the Terms and Conditions, which are applicable to all Financial Planning Services and prior incidental discussions and negotiations.
3. I/We acknowledge that I/We have received the risk disclosure statements contained in the Terms and Conditions provided by ZUU in a language of my choice (English and/or Chinese). I/We have been invited to read the risk disclosure statements, ask questions and take independent legal or other professional advice if I/We wished.
4. I/We hereby acknowledge and confirm that before my/our completing this Agreement, ZUU has advised me to seek legal advisers for legal advice on the matters under this Agreement and the Terms and Conditions as I/We think fit and necessary.

1. 本人/吾等—以下簽署人士聲明，本人/吾等提供之所有資料屬完整，真實及正確。
2. 本人/吾等確認本人/吾等已細閱及明白由資遇提供的理財策劃服務之條款及條件（以下稱之為“該條款及條件”）。本人/吾等同意接受該條款及條件之約束；而該條款及條件適用於所有理財策劃服務及事前之相關討論及洽商。
3. 本人/吾等確認本人/吾等已收取由資遇按照本人/吾等選擇之語言（英文且/或中文）提供的該條款及條件之風險披露條文。本人/吾等已被促請細閱風險披露條文，如有疑問應該提出，並在本人/吾等認為有需要時徵詢獨立的法律或其他專業顧問意見。
4. 本人/吾等謹此確認及證實，在本人/吾等完成本協議前，資遇已經建議本人/吾等在本人/吾等認為適當及必要時，就本協議及該條款及條件內之事宜徵詢法律顧問的法律意見。

| | | |
|----------------------------------|--|-------------------------------|
| | WANG Yajing | |
| Name of Applicant (1) 申請人 (1) 姓名 | Signature of Applicant (1) 申請人 (1) 簽署 Authorized Signature and Company Chop 授權簽署及公司蓋印 (if applicable 如適用) | Date 日期 (DD/MM/YYYY 日/月/年) |
| | | |
| Name of Applicant (2) 申請人 (2) 姓名 | Signature of Applicant (2) 申請人 (2) 簽署 | Date 日期 (DD/MM/YYYY 日/月/年) |

PART VII- DECLARATION BY FINANCIAL CONSULTANT 第 VII 部份 理財顧問聲明

| | | | |
|--|-----------|---|------|
| Financial Consultant Name 理財顧問姓名 | | | |
| | (English) | | (中文) |
| IA Technical Representative (Broker) Licence No. 保監局持牌業務代表（經紀）牌照號碼 | | MPF Intermediary Registration No. 強積金中介人註冊編號 | |

I have provided the Risk Disclosure Statements contained in this Agreement to the Applicant _____ in the language of the Applicant's choice (English and/or Chinese).

我已根據申請人_____選擇之語言(英文且/或中文)，向申請人提供本協議之風險披露條文。

I have invited the Applicant to read the Risk Disclosure Statements contained in this Agreement, ask questions and take legal or other professional advice if the Applicant wished.

我已促請申請人細閱本協議之風險披露條文，如有疑問應該提出，並提醒申請人在認為有需要時徵詢法律或其他專業人士意見。

| | |
|--|------------------|
| Financial Consultant Signature 理財顧問簽署 | Date 日期 |
| | DD 日/MM 月/YYYY 年 |

For Office Use Only 辦事處專用

Checked By 審核人

Name 姓名:

Signature 簽署:

Date 日期: