

AMG Wealth Management Limited

安柏環球財富管理有限公司

CLIENT AGREEMENT

客戶協議

Important Notes 注意事項：

i.) The client(s) wish to appoint AMG Wealth Management Limited ("AMG") to provide wealth management and/or financial planning and/or investment and/or insurance services ("Financial Services") to him/her/them and confirm(s) such appointment on this CLIENT AGREEMENT.

客戶委任安柏環球財富管理有限公司（「安柏」）向他/她/他們提供財富管理及/或理財策劃及/或投資及/或保險服務（以下稱之為「理財服務」），並在本客戶協議確認該委任。

ii.) Except where the context otherwise requires, words denoting the singular include the plural and vice versa; words denoting any gender include all genders; words denoting persons or expression "person(s)" include firms and corporations and/or vice versa as the case may be and as appropriate.

除文意另有所指外，意指單數的字眼包含眾數的意思，反之亦然；意指某一性別的字眼兼指所有性別；意指人士的字句包括個人、公司和屬法團或並非法團的團體（不論已設立或已成立）。

iii.) If there is any inconsistency or ambiguity between the English version and the Chinese version of this document, the English version shall prevail.

如本文件的中、英文兩個版本有任何抵觸或不相符之處，應以英文版本為準。

FIRST OR ONLY CLIENT 第一或唯一客戶**All Fields are Mandatory 所有項目必須填寫**

Name (as shown on ID/Passport) 姓名 (與身份證/護照相同)

ID/Passport# 身份證/護照號碼

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Contact Information 聯絡資料

Mobile No. 手提電話

Home No. 住宅電話

Office No. 辦公室電話

Email Address 電郵地址

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Residential Address 住宅地址

Correspondence Address (if different from Residential Address) 通訊地址 (如與住宅地址不同)

SECOND CLIENT (IF APPLICABLE) 第二客戶 (如適用)

Name (as shown on ID/Passport) 姓名 (與身份證/護照相同)

ID/Passport# 身份證/護照號碼

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Contact Information 聯絡資料

Mobile No. 手提電話

Home No. 住宅電話

Office No. 辦公室電話

Email Address 電郵地址

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Residential Address 住宅地址

Correspondence Address (if different from Residential Address) 通訊地址 (如與住宅地址不同)

Company Name 公司名稱

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Business Registration Number 商業登記號碼

Place of Incorporation 成立地點

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Registered Address 註冊地址

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Business Address (if different from Registered Address) 營業地址 (如與註冊地址不同)

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Mailing Address (if different from Registered Address) 通訊地址 (如與註冊地址不同)

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Contact Person's Name and Designation 聯絡人的姓名及其職銜

Name 姓名 (Mr.先生 / Ms.小姐)*	Designation 職銜
*Please delete as appropriate 請刪去不適用者	

Contact Person's Contact Details 聯絡人的聯絡資料

Contact Phone# 聯絡電話號碼	Facsimile# 傳真號碼
Email Address 電郵地址	

Authorized Signatory/Signatories Information 獲授權簽署人資料

*Support document (e.g. Board minutes) must be provided 必需提供證明文件 (如：董事會會議記錄)

1st or only Authorized Signatory (e.g. Director) 第一或唯一獲授權簽署人 (如：董事)

Name (as shown on ID/Passport) 姓名 (與身份證/護照相同)		Designation 職銜
ID/Passport# 身份證/護照號碼		Gender 性別
Date of Birth 出生日期	dd 日/ mm 月/ yyyy 年	Nationality 國籍
Email Address 電郵地址	Mobile Phone# 手提電話號碼	Other Contact# 其他聯絡電話號碼

2nd Authorized Signatory (if applicable) 第二獲授權簽署人 (如適用)

Name (as shown on ID/Passport) 姓名 (與身份證/護照相同)		Designation 職銜
ID/Passport# 身份證/護照號碼		Gender 性別
Date of Birth 出生日期	dd 日/ mm 月/ yyyy 年	Nationality 國籍
Email Address 電郵地址	Mobile Phone# 手提電話號碼	Other Contact# 其他聯絡電話號碼

RISK DISCLOSURE STATEMENTS 風險披露條文 (For All Types of Product 適用於所有類型產品)

1.) Counterparty Risk: Any persons or institutions with which you have entered a financial contract – who is a counterparty to the contract – might default on their obligations and fail to fulfill their obligations under the contract.

交易對手風險：任何個人或機構（即合約的另一方）與閣下簽訂金融合約，都有可能未有履行和未能完成其於金融合約內所訂明的責任。

2.) Credit Risk: Any financial corporation (i.e. the policy issuer or Financial Products supplier) might default on its payments in the future. The longer the term to repayment, the greater the risk.

信用風險：任何金融機構（即保單發行人或理財產品供應商）都有可能於未來違約而未能付款。還款期越長，風險越大。

3.) Currency Risks: The profit or loss in transactions in foreign currency-denominated policies or Financial Products will be affected by fluctuations in currency rates where there is a need to convert from the currency denomination of the policy or Financial Product to another currency.

貨幣風險：以外幣計算或計價的保單或理財產品，進行交易時或會將保單或理財產品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到匯率波動所影響。

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.

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，將招致提早退保或提取費用、及/或可能令原本可獲得的保單獎賞減少。

5.) Fund Manager Risk: Performance of fund manager of a fund chosen by you may not achieve what you have originally expected.

基金管理人風險：閣下所選擇的基金，其基金管理人的表現未必能達至閣下原先的期望。

6.) Liquidity Risk: A particular investment may not be traded or howsoever converted into cash in a short time.

流通風險：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。

7.) Political/Regulatory Risk: Your investment may suffer losses when there are changes in political or regulatory stability, structure or policies of a related country.

政治/監管風險：當相關國家的政治或監管的穩定性、結構或政策改變，閣下的投資可能蒙受損失。

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

保費供款假期風險：在保費供款假期期間（即保費暫停供款），閣下的投資相連壽險保單仍然會被扣除所有相關費用及收費；在這種情況下，閣下的投資相連壽險保單的價值可能會顯著減少，而閣下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，閣下的保單更可能被終止。

9.) Reinvestment Risk: 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.

再投資風險：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。

10.) Risk of Failure to Diversify: Over concentration in a single investment can lead to increased volatility (fluctuation) in your 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 you properly diversify the investments so as to minimize the overall risk of the portfolio.

缺乏分散投資風險：過於集中單一投資可能會導致閣下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該投資組合所面對的風險。閣下應適當地分散投資以減少投資組合的整體風險（非常重要）。

11.) 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 (or any other investments).

基金價格波動風險：基金價格是會波動的，有時甚為劇烈。基金價格可升亦可跌，甚至可變成毫無價值。買賣基金（或任何其他投資）可能引致損失而不是利潤。

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

在其他司法管轄區的交易：在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，由於其規例對投資者所提供的保障或與香港有所不同，又或比香港少，因此可能令閣下面對額外的風險。

RISK DISCLOSURE STATEMENTS 風險披露條文 (For Investment-Linked Product 適用於投資相連壽險產品)

1.) Counterparty Risk: Any persons or institutions with which you have entered a financial contract – who is a counterparty to the contract – might default on their obligations and fail to fulfill their obligations under the contract.

交易對手風險：任何個人或機構（即合約的另一方）與閣下簽訂金融合約，都有可能未有履行和未能完成其於金融合約內所訂明的責任。

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

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PERSONAL INFORMATION COLLECTION STATEMENT 個人資料收集聲明

AMG Wealth Management Limited (“AMG”/“We”) is committed to the protection of privacy in relation to personal information. AMG collects, uses and retains your personal information in accordance with the Data Protection Principles and all relevant provisions of the Personal Data (Privacy) Ordinance (the “Ordinance”).

安柏環球財富管理有限公司（「安柏」/「我們」）致力保護閣下的私隱。安柏根據載於香港《個人資料(私隱)條例》（「條例」）的保障資料原則及各項有關規定收集、使用及保留閣下的個人資料。

1) Personal information we collect and/or hold 我們收集及/或持有的個人資料

Your personal information that we collect and/or hold, we believe to be relevant for us to understand your financial needs as well as to provide our service to you.

我們收集及/或持有我們認為相關而有助於瞭解閣下理財需要及為閣下提供服務的個人資料。

2) Importance of personal information collection 收集個人資料的重要性

The provision of your personal information is on a voluntary basis; however, if you do not provide sufficient information, we may not be able to provide service to you.

閣下提供個人資料皆是自願的。但倘若閣下未能提供足夠資料，我們可能無法為閣下提供服務。

3) Usage of personal information 個人資料的用途

Your personal information held by AMG may be used for the following purposes:-

安柏所持有的閣下個人資料可能會被用於下列用途：

- establishing and serving you as a client of AMG, the third party Financial Services and/or Financial Products suppliers of AMG and their respective affiliates and/or business partners;
確立閣下為安柏、安柏第三者理財服務及/或理財產品供應商及彼等聯營及/或業務夥伴的客戶並向閣下提供服務；
- constructing and maintenance of contact lists;
建立及維持聯絡人名單；
- determining whether any Financial Services and/or Financial Products of AMG, the third party Financial Services and/or Financial Products suppliers of AMG and their respective affiliates and/or business partners are suitable for you and to offer any such Financial Services and/or Financial Products to you,
決定任何安柏、安柏第三者理財服務及/或理財產品供應商及彼等聯營及/或業務夥伴的理財服務及/或理財產品是否適合閣下，並以任何該等理財服務及/或理財產品向閣下提出要約；
- identity verification and records purposes;
核對身份及儲存紀錄之用；
- complying with any law or regulation binding on or applicable to AMG; and
遵守適用於安柏的法律或規例；及
- (with your consent - see section 7 below) direct marketing including but not limited to promoting, marketing or selling of Financial Services and/or Financial Products of AMG, the third party Financial Services and/or Financial Products suppliers of AMG and their respective affiliates and/or business partners by electronic or other means.

(得到閣下的同意下 – 請看以下第七條)直接促銷，包括但不限於透過電子或其他模式作推廣、宣傳或銷售安柏、安柏第三者理財服務及/或理財產品供應商及彼等聯營及/或業務夥伴的理財服務及/或理財產品。

4) Information confidentiality 資料保密

Your personal information held by AMG will be kept confidential. But for the purpose of providing service to you, your personal information may be shared with:-

安柏所持有的閣下個人資料會被保密。但在為閣下提供服務的目的下，安柏可能會把閣下個人資料給予：

- any third party Financial Services and/or Financial Products suppliers of AMG and their respective affiliates and/or business partners;
任何安柏第三者理財服務及/或理財產品供應商及彼等聯營及/或業務夥伴；
- any agent, contractor or third party services and/or products providers of AMG and their respective affiliate and/or business partner who provides administrative, telecommunications, computer, payment, anti-money laundering and/or other regulatory screenings and/or other services to AMG for any of the purposes set out above;
任何向安柏提供行政、電訊、電腦、繳費、反清洗黑錢及/或其他法規的審查及/或其他服務的代理、承辦商或第三者服務及/或產品供應商及彼等聯營及/或業務夥伴，以作上述任何用途；
- branch, subsidiary, holding company, associated company and/or affiliates of AMG.
安柏的分行、附屬公司、控股公司、有聯繫公司及/或關聯方。

- any person to whom AMG is under an obligation to make disclosure under the requirement of any law or regulation binding on or applicable to AMG or any of its group companies;
根據法律或規例約束力的規定下，安柏或其集團公司有責任向其作出披露的任何人士；
- any other person under a duty of confidentiality to AMG which has undertaken to keep such information confidential; and
其他對安柏資料有保密責任的人士；及
- any debt collection agencies.
任何收賬代理。

5) **Transfer of information outside Hong Kong 轉移資料往香港以外地區**

AMG may from time to time transfer your personal information outside Hong Kong for different purposes including processing or storage.

安柏可能不時為不同的目的（包括處理或儲存）將閣下的資料轉移往香港以外地區。

6) **Data Access 資料查閱**

6.1 Under and in accordance with the terms of the Ordinance, you have the right to (i) check whether AMG holds data about you and seek access to such data; and (ii) require AMG to correct any data relating to you which is inaccurate.

根據條例中的條款，閣下有權(i)查詢安柏是否持有閣下的資料及查閱有關的資料；及(ii)要求安柏改正有關閣下不準確的資料。

6.2 AMG may charge a reasonable fee for the processing of any data access request.

安柏有權就處理任何查閱資料的要求收取合理費用。

6.3 Requests under section 6.1 should be addressed to the following:

AMG Data Protection Officer

Unit 01, 38/F, Hopewell Centre, 183 Queen's Road East, Wan Chai, Hong Kong

任何關於上述條款 6.1 的要求，應向下列人士提出：

安柏資料保護主任

香港灣仔皇后大道東一八三號合和中心三十八樓零一室

7) **Direct Marketing 直接促銷**

With your consent, AMG may use any of the personal information it holds about you for direct marketing purposes in relation to Financial Services and/or Financial Products.

If you do not consent to AMG using your personal information for the above purposes, please tick the relevant "opt-out" box on this Client Agreement, and we will not do so. You may also subsequently withdraw your consent by writing to our AMG Data Protection Officer. If you exercise your right to opt-out of the use of your personal information for the above purposes, it will mean that AMG will not be able to send you any market commentary, direct marketing, targeted or special offers in the future.

得到閣下的同意下，安柏可使用閣下提供予安柏的任何個人資料作直接促銷理財服務及/或理財產品之用。

如閣下不同意安柏就以上用途使用閣下的個人資料，請在本客戶協議內有關的選擇拒絕方格中畫上☑號，我們便不會使用閣下的個人資料作以上用途。閣下亦可隨時通知我們的安柏資料保護主任撤回閣下的同意意願。若閣下行使你的權利拒絕閣下的個人資料被用作以上用途，這代表將來閣下不能從安柏處收到任何市場評論與及針對性或特別優惠的直接促銷。

This Personal Information Collection Statement shall be deemed an integral part of all contracts, agreements and other binding arrangements which you have entered into or intend to enter into with AMG.

此個人資料收集聲明將成為閣下與安柏或將與安柏訂定之所有合約、協議、及其他約束性安排之一部份。

TERMS AND CONDITIONS FOR FINANCIAL SERVICES 理財服務之條款及條件

1. Introduction 引言

- 1.1. These Terms and Conditions shall apply to and govern the relationship between AMG Wealth Management Limited ("AMG"), whose principal place of business in Hong Kong is at Unit 01, 38/F, Hopewell Centre, 183 Queen's Road East, Wan Chai, Hong Kong and the person ("You" or "Your", as the context requires) who has completed this Client Agreement (the "Client Agreement"), in respect of wealth management and/or financial planning and/or investment and/or insurance services ("Financial Services") provided by AMG under these Terms and Conditions.

本條款及條件須適用於、並且規管安柏環球財富管理有限公司（以下稱之為「安柏」），其辦事處位於香港灣仔皇后大道東一八三號合和中心三十八樓零一室；與該已經完成本客戶協議（以下稱之為「本客戶協議」）的人士（如內文所需，以下稱之為「閣下」或「閣下的」）之間的關係。此種關係為有關由安柏根據本條款及條件下提供之財富管理及/或理財策劃及/或投資及/或保險服務（以下稱之為「理財服務」）。

- 1.2. AMG Wealth Management Limited is a Licensed Insurance Broker Company of the Insurance Authority ("IA") (Licence No.: FB1577). As a Licensed Insurance Broker Company, AMG acts as your agent in relation to the Financial Services.

安柏環球財富管理有限公司為保險業監管局（以下稱之為「保監局」）持牌保險經紀公司（牌照號碼：FB1577）。作為持牌保險經紀公司，安柏擔任閣下的代理人提供理財服務。

- 1.3. AMG Wealth Management Limited has a duty to manage any actual, apparent or potential conflicts of interest that may arise in connection with its insurance broking business. We believe it is important to disclose the following information to you:-

- AMG Wealth Management Limited is an affiliated company of FWD Life Insurance Company (Bermuda) Limited and Bolttech Insurance (Hong Kong) Company Limited (collectively, the "FWD Insurers").
- AMG Wealth Management Limited may, from time to time place business with, use the services of or refer you to products of FWD Insurers.
- AMG Wealth Management Limited earns income on a commission basis which varies by the class and type of insurance. AMG Wealth Management Limited does not receive any benefit from the FWD Insurers that is different to that received by any unrelated third party insurers providing similar service or products. The commission rates are agreed on an arm's length basis.

安柏環球財富管理有限公司有責任管理可能因其保險經紀業務而引起的任何實際，明顯或潛在的利益衝突。因此，我們認為有必要向閣下披露以下資料:-

- 安柏環球財富管理有限公司是富衛人壽保險（百慕達）有限公司和保特保險(香港)有限公司（統稱為「富衛保險」）的聯屬公司。
- 安柏環球財富管理有限公司可能會不時與富衛保險有業務往來、或使用富衛保險的服務或向閣下推薦富衛保險的產品。
- 安柏環球財富管理有限公司以佣金作為賺取收入之來源，而佣金是按照不同保險的類別及類型而有所差別。安柏環球財富管理有限公司沒有收到來自富衛保險任何有別於非聯屬第三方保險公司提供類似服務或產品獲得的利益。有關的佣金率是在公平的基礎上訂立的。

2. Financial Services to be provided by AMG 由安柏提供之理財服務

- 2.1 You appoint AMG for the purpose of providing Financial Services to you in relation to wealth management and/or financial planning and/or investment and/or insurance products ("Financial Products") as AMG may consider appropriate.

閣下委任安柏為閣下提供安柏認為是適當之財富管理及/或理財策劃及/或投資及/或保險產品（以下稱之為「理財產品」）的相關理財服務。

- 2.2 In respect of the Investment-linked Assurance Schemes ("ILAS"), AMG acts in the capacity of a Licensed Insurance Broker Company and provides brokerage and Financial Services to you, which may include:

- facilitating fund switching in accordance to your instruction;
- optional discretionary portfolio management services and/or investment advisory services with an additional charge;
- annual/periodically review of your relevant ILAS policy and its underlying investment choices is highly recommended and it can be arranged upon your request;
- services in accordance with requirements as stipulated in Code of Conduct for Licensed Insurance Brokers and Guideline on Sale of Investment-Linked Assurance Scheme ("ILAS") Products issued by IA, which may be subject to change from time to time.

就投資相連的人壽保險計劃，安柏以持牌保險經紀公司的身份向閣下提供經紀及理財服務，其中包括：

- 根據閣下指示進行基金轉換；
- 可另行選擇參加的全權委託投資組合管理服務及/或投資顧問服務，此服務將另行收費；
- 歡迎並建議閣下向安柏要求對閣下相關的投資相連壽險保單及其保單項下的投資選項進行年度或定期檢閱，並可因應閣下要求隨時提供；
- 依據保險業監管局的「持牌保險經紀操守守則」的指引及銷售投資相連壽險產品指引所提供的服務，保險業監管局的指引可能會不時更改。

2.3 You acknowledge that you will be required to make an independent decision with respect to your purchase, sale, exchange, handling, investment or other dealings in Financial Products. You acknowledge and understand that AMG, together with the subsidiaries of AMG and the holding company of AMG and subsidiaries of the AMG's holding company and the associated company of AMG (the "Group") does not give any warranty and/or representation as to the actual performance of the recommended Financial Products.

閣下確認，閣下需就閣下對理財產品之購買、出售、交換、處理、投資或其他交易而作出獨立決定。閣下確認及明白安柏連同安柏之附屬公司以及安柏之控股公司以及安柏之控股公司之附屬公司及安柏之聯營公司（以下稱之為「該集團」），不會就所建議的理財產品的實際表現提供保證及/或陳述。

2.4 In the events of amendments to the Client Agreement or termination of the Client Agreement, AMG is responsible to notify and communicate well with the client in written. For the avoidance of doubt, AMG will cease to provide insurance broker services in case the relevant insurance license is revoked or no longer effective.

如果出現客戶協議進行修訂或終止客戶協議的情況，安柏有責任以書面形式通知客戶並與客戶進行良好溝通。為免生疑問，如果安柏的相關保險牌照被撤銷或不再有效，安柏將停止提供保險經紀服務。

3. Remuneration to be paid by client 客戶之收費

With your consent, AMG and/or any member of the Group has the right to charge you such fees and charges (the "Advisory Fees" or other name of fees and charges as AMG or any member of the Group considers appropriate) and in such manner and terms and at such time as AMG and/or any member of the Group may from time to time prescribe or revise in consideration of AMG's provision of the Financial Services to you pursuant to these Terms and Conditions provided that (i) AMG and/or any member of the Group shall be entitled to charge different Advisory Fees for different Financial Products/Insurance Policies (ii) in any event AMG and/or any member of the Group cannot charge or revise any Advisory Fees that are directly payable by you unless AMG and/or any member of the Group has obtained your consent. You also acknowledge and agree that AMG and/or any member of the Group may from time to time at its absolute discretion distribute to or share with any parties all or any part of such Advisory Fees, and you agree that these shall not be construed as giving rise to any breach of fiduciary duty and/or equitable duty that AMG and/or any member of the Group may owe to you.

在獲得閣下的同意之前提下，並基於安柏所提供的理財服務，安柏及/或任何該集團成員有權根據本條款及條件以不時訂明或修訂之方式、條款及付款時間向閣下收取收費及費用（以下稱之為「顧問費用」或被安柏或任何該集團成員認為是適當之費用及收費名稱），並且（i）安柏及/或任何該集團成員有權依據不同的理財產品或保單而收取不同的顧問費用（ii）除非已獲得閣下的同意，否則在任何情況下，安柏及/或任何該集團成員不得收取或更改任何由閣下直接支付之顧問費用。閣下並且確認及同意安柏及/或任何該集團成員可以其絕對決定權不時分發全部或部份該等顧問費用於任何人士或公司，閣下並同意這不得闡釋為導致安柏及/或任何該集團成員違反任何對閣下所負的誠信責任及/或衡平法上的責任。

4. Commissions, Trailer Fees and Other Monies 佣金、持續服務費及其他款項

You hereby acknowledge, agree and consent that AMG and/or any member of the Group may from time to time at its absolute discretion receive and retain commissions, trailer fees and/or other monies in any kind by any way from the Financial Products suppliers (or "insurers") and/or other parties in connection with your purchase, sale, exchange, handling, investment or other dealings in Financial Products which are attributable to the Financial Services provided by AMG pursuant to these Terms and Conditions. You also acknowledge, agree and consent that AMG can distribute to or share with any parties all or part of such commissions, trailer fees and/or other monies in any kind by any way. You acknowledge and agree that these shall not be construed as giving rise to any breach of fiduciary duty and/or equitable duty that AMG and/or any member of the Group may owe to you.

閣下確認、同意及允許安柏及/或任何該集團成員可以其絕對決定權不時向相關理財產品供應商（或「保險公司」）及/或任何人士或公司以任何形式收取及保留有關閣下有鑑於安柏根據本條款及條件所提供的理財服務而對相關理財產品所作出之購買、出售、交換、處理、投資或其他交易而衍生之佣金、持續服務費及/或任何種類的其他款項。閣下並且確認、同意及允許安柏可以任何形式分發全部或部份該等佣金、持續服務費及/或任何種類的其他款項予任何人士或公司。閣下確認及同意這不應被理解為安柏及/或任何該集團成員違反任何對閣下所負的受信責任及/或衡平法責任。

5. Liability and Indemnity 責任及彌償

- 5.1 Neither AMG (or any member of the Group) nor any of its directors or 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 AMG's performance of its Financial Services, unless such loss or damage results directly from an act of gross negligence, fraud or willful default on the part of AMG or its directors, in which event the liability of AMG shall not exceed the market value of the loss or damage portion of your investment in or holding of the relevant Financial Products to which such loss or damage relates at the time of such act of gross negligence, fraud or wilful default.

不論是安柏（或任何該集團成員）又或是其任何董事或高級人員或僱員或代理人，均不須為閣下因有關安柏所提供的理財服務的表現所引起的任何損失或損害負有法律責任或其他責任，但如該等損失或損害是直接因為安柏又或是其任何董事那方之嚴重疏忽、欺詐或故意失責而起，則作別論。在此等情況下，安柏對該等因嚴重疏忽、欺詐或故意失責時所引起的損失或損害之責任，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的相關理財產品所損失或損害那部份之市值。

- 5.2 Neither AMG (or any member of the Group) nor any of its directors or 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 any research or information ("Third Party Information") prepared and/or generated by a third party services and/or products provider. You acknowledge that AMG and/or any member of the Group will not independently verify any Third Party Information and, to the extent permitted by law, AMG or any member of the Group 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 AMG or any member of the Group should not be considered as a recommendation by AMG or any member of the Group in relation to purchase, sale, exchange, handling, investment or other dealings in any Financial Products, and that you must make an independent assessment of any Third Party Information.

不論是安柏（或任何該集團成員）或其任何董事或高級人員或僱員或代理人，均不須為閣下因由第三者服務及/或產品供應商準備及/或提供之任何研究或資料（以下稱之為「第三者資料」）所引起的損失或損害負有任何責任。閣下確認安柏及/或任何該集團成員將不會獨立核實任何第三者資料以及，以法例認許為限，安柏或任何該集團成員均不會為任何第三者資料的完整性、準確性、足夠性或品質或其對特定目的、要求或期望之合適性作出任何不論是明示或隱含的表述或保證。閣下亦確認任何由安柏或任何該集團成員所提供之第三者資料，不應被視為安柏及/或任何該集團成員對任何理財產品的購買、出售、交換、處理、投資或其他交易的建議，且閣下必須對任何第三者資料作出獨立的評估。

6. Term of Agreement 協議期限

This Client Agreement shall become effective on the date of signing and valid until terminated under clause 7.

本客戶協議自簽署之日起生效，並持續生效直至在根據第 7 條款下終止。

7. Termination 終止

- 7.1 This Client Agreement and AMG's appointment under these Terms and Conditions may be terminated by written notice given by you or AMG to the other at any time. Some of the examples that AMG may consider to terminate the Client Agreement include but not limited to: (i) client passed away; (ii) client became mentally unhealthy or mentally incapacitated; (iii) client has been identified as Politically Exposed Person ("PEP") or criminal or has committed criminal offence.

閣下或安柏可於任何時間內，向另一方提供書面通知書而終止本客戶協議與在本條款及條件下對安柏的委任。安柏可能考慮終止客戶協議的一些示例包括但不限於：(i) 客戶去世；(ii) 客戶的精神健康情況不理想或精神上無行為能力；(iii) 客戶已被確認為政治人物或犯罪分子或已犯刑事罪行。

- 7.2 Any such written notice given by AMG to you or by you to AMG shall take effect ten (10) calendar days following receipt by you or AMG and such notice shall be without prejudice to any rights, powers or duties of AMG or you in connection with these Terms and Conditions accruing prior to such termination.

任何該等由安柏發出給閣下或由閣下發出給安柏之書面通知書，須在閣下或安柏接收後十（10）個公曆日生效，而該書面通知書須以不減損任何由本條款及條件在該等終止前對安柏或閣下所產生的權利、權力或責任為原則。

8. Data Protection 資料保護

You are aware of your rights and obligations under the Personal Data (Privacy) Ordinance (Cap.486) and you acknowledge and agree that AMG may use and/or disclose your personal information in accordance with AMG's Personal Information Collection Statement.

閣下知悉在個人資料（私隱）條例（第 486 章）下閣下的權利及義務。而閣下確認及同意安柏可根據其個人資料收集聲明，使用及/或披露閣下之個人資料。

9. Amendments 修訂

AMG reserves the right to amend and/or modify these Terms and Conditions (and the contents of this Client

Agreement) from time to time at AMG's sole discretion. Such amendment or modification shall be notified to you in writing and shall be deemed to have been accepted by you after the expiration of one month of receipt by you of such notification.

安柏保留不時修訂及/或修改本條款及條件（及本客戶協議內容）的權利，而安柏擁有不時修訂及/或修改本條款及條件（及本客戶協議內容）的最終決定權。該等修訂或修改，須以書面通知閣下，且在閣下接收該等通知書後一個月屆滿時，閣下須被當作已經接受該等修訂或修改。

10. Governing Law and Submission to Jurisdiction 規管法律及服從司法管轄

These Terms and Conditions shall be governed by the laws of Hong Kong. Both you and AMG agree to submit to the non-exclusive jurisdiction of the courts of Hong Kong.

本條款及條件受香港法律所管限。閣下及安柏均同意服從香港法院的非專屬司法管轄權。

11. Interpretation (In these Terms and Conditions) 釋義（在本條款及條件內）

11.1 Except where the context otherwise requires, words denoting the singular include the plural and vice versa; words denoting any gender include all genders; words denoting persons or expression "person(s)" include firms and corporations and/or vice versa as the case may be and as appropriate;

除文意另有所指外，意指單數的字眼包含眾數的意思，反之亦然；意指某一性別的字眼兼指所有性別；意指人士的字句包括個人、公司和屬法團或並非法團的團體（不論已設立或已成立）；

11.2 Headings and margin notes are for convenience of reference only and shall not affect the interpretation of any of the provisions of these Terms and Conditions.

所有標題及旁注只為方便參考而加入，不須影響本條款及條件內任何條文之釋義。

12. Language 語言

You agree and understand that (i) the English version of this Client Agreement (including the Risk Disclosure Statements, Personal Information Collection Statement and these Terms and Conditions) shall prevail over the Chinese version of this Client Agreement (including the Risk Disclosure Statements, Personal Information Collection Statement and these Terms and Conditions); (ii) the Chinese version of this Client Agreement (including the Risk Disclosure Statements, Personal Information Collection Statement and these Terms and Conditions) is for reference only; and (iii) if there is any inconsistency or ambiguity between the English version and the Chinese version of this Client Agreement (including the Risk Disclosure Statements, Personal Information Collection Statement and these Terms and Conditions) or you are in any doubt as to any aspect about this Client Agreement (including the Risk Disclosure Statements, Personal Information Collection Statement and these Terms and Conditions) or as to the action to be taken, you should consult your legal adviser and/or other professional adviser before completing and executing this Client Agreement and executing these Terms and Conditions.

閣下同意及明白（i）本客戶協議（包括風險披露條文及個人資料收集聲明與本條款及條件）的中、英文版本須以本客戶協議（包括風險披露條文及個人資料收集聲明與本條款及條件）的英文版本為準；（ii）本客戶協議（包括風險披露條文及個人資料收集聲明與本條款及條件）的中文版本只供參考用；以及（iii）如本客戶協議（包括風險披露條文及個人資料收集聲明與本條款及條件）的中、英文兩個版本有任何抵觸或不相符之處或閣下對本客戶協議（包括風險披露條文及個人資料收集聲明與本條款及條件）內任何方面或將採取之行動有任何疑問，閣下應在完成及執行本客戶協議與執行本條款及條件前，向閣下的法律顧問及/或其他專業顧問諮詢意見。

13. Changes in Information 資料變動

You and AMG undertake to notify the other in written of any material changes in the information provided in or pursuant to these Terms and Conditions.

閣下及安柏均承諾，將以書面形式通知對方任何有關本條款及條件所提供的資料的變動。

14. Claims 索償

You are required to report the claims or potential circumstances that may give rise to a claim to the insurer directly. To ensure full protection under your insurance policy, you should pay attention to the provisions of the insurance policy, the procedural requirements in relation to claims and the notification requirements, in particular, in relation to timing, as set out in the insurance policy. In presenting a claim, it is your responsibility to disclose all facts which are material to the claim.

AMG should provide reasonable assistance in submitting any claim under an insurance policy which was negotiated or arranged by AMG on behalf of you and pass on any relevant information received from you in relation to the claim to the insurer concerned as soon as practicable; and exercise due care to discharge all obligations in relation to the administration, negotiation and settlement of such claims.

閣下需要直接向保險公司呈報任何索償或有可能引致索償的潛在情況。為確保閣下能在保單下獲得全面保障，閣下應注意保單的條文、有關索償的程序規定，以及載於保單上的通知規定（尤其是時間方面）。提出索償時，閣下有責任披露所有對索償具重大意義的事實。

安柏應在閣下提交由安柏代表閣下洽談或安排的保單項下的任何索償提供合理協助，並在可行的情況下盡快向有關保險公司轉交收取自閣下有關於該索償的任何相關資料；及適當謹慎地履行有關執行、洽談及結清該等索償的所有義務。

15. Entire Agreement 完整協議

This Client Agreement (including the Risk Disclosure Statements, Personal Information Collection Statement and these Terms and Conditions) constitutes the entire agreement, and supersedes all prior agreements, statements and understandings, both verbal and written, among AMG and you with respect to the subject matter of this Client Agreement.

本客戶協議（包括風險披露條文及個人資料收集聲明與本條款及條件）構成的完整協議，將取代安柏與閣下之間關於本客戶協議的事項的任何先前的口頭和書面協議，聲明和共識。

16. Complaints 投訴

In the event you have any complaint in respect of the Financial Services provided to you under these Terms and Conditions, please contact AMG Customer Care Department, by telephone (852) 2311-1321 / by fax (852) 3426-2919.

如閣下對有關在本條款及條件下為閣下提供的理財服務有任何投訴，請聯絡安柏客戶服務部，電話號碼（852）2311-1321 / 傳真號碼（852）3426-2919。

17. Remuneration Disclosure 報酬披露

17.1 AMG is remunerated for its services by the receipt of remuneration paid by insurers. Your agreement to proceed with insurance transaction shall constitute your consent to the receipt of remuneration by AMG.

安柏將藉收取保險公司支付的報酬，作為其所提供服務的酬金。若閣下同意進行保險交易，即構成閣下同意安柏收取有關報酬。

17.2 AMG is remunerated for its services by the receipt of remuneration paid by Financial Products suppliers. Your agreement to proceed with Financial Product transaction shall constitute your consent to the receipt of remuneration by AMG.

安柏將藉收取理財產品供應商支付的報酬，作為其所提供服務的酬金。若閣下同意進行理財產品交易，即構成閣下同意安柏收取有關報酬。

18. Disclosure Related to Referral 就轉介所需作出的披露

Where you were referred to AMG by another person ("Referrer"), you acknowledge that:

- (i) the referrer only refers you to AMG, and does not make any representation on behalf of AMG, and has no affiliation with or endorsement from AMG in any way whatsoever;
- (ii) the referrer shall not have any involvement in any matters in relation to the insurance policy. AMG is solely responsible for all matters in relation to the insurance policy and, for this purpose, you should only deal directly with AMG, not the referrer;
- (iii) AMG disclaims all liability for any advice in relation to the insurance policy given to you by the referrer, if any;
- (iv) the premium for the insurance policy should be paid directly to the insurer concerned and not to the referrer.

若閣下被其他人（「轉介方」）轉介予安柏，閣下確認：

- (i) 轉介方僅轉介閣下予安柏，並不代表安柏作出任何聲明，並且與安柏沒有任何關聯或得到安柏任何的認可；
- (ii) 轉介方不應參與任何與保單有關的事宜。安柏全權負責與保單有關的所有事宜，而就此目的而言，閣下只應直接與安柏作往來，而非轉介方；
- (iii) 安柏就轉介方對於有關保單所給予閣下的任何意見（如有）不承擔任何責任；
- (iv) 保單的保費應直接支付予相關保險公司，而非轉介方。

19. Right to Cancel during the Cooling-off Period 冷靜期內取消保單的權利

You understand that you have the right to cancel the insurance policy and obtain a refund of any investment(s) / contribution(s) / premium and the levy paid, subject to any Market Value Adjustment (if any), by giving a written notice directly to the insurer. Such notice must be signed by you and received directly by the insurer's office within 21 calendar days immediately following either the day of delivery of the policy or the Cooling-off Notice (informing you of the availability of the policy and the expiry date of the Cooling-off Period) to you or your nominated representative, whichever is the earlier. Cooling-off Notice is a notice that will be sent to you or your nominated representative to notify you of the Cooling-off Period around the time the policy is delivered.

This right applies only to new life insurance policies and does not apply to group policies or other specified insurance products as determined by the Insurance Authority.

閣下明白，閣下有權以書面通知要求取消保單並取回已繳投資/供款/保費及保費徵費，但須扣除任何適用的市值調整（如有）。惟閣下必須簽署該通知，並確保保險公司之辦事處於以下時段內直接收到該通知：由交付保單或冷靜期通知書（通知閣下保單可供領取及冷靜期的屆滿日期）發予閣下或閣下的指定代表之日緊接後起計 21 個曆日內，以較早者為準。冷靜期通知書是在交付保單時致予閣下或閣下的指定代表的一份通知書，以就冷靜期一事通知閣下。此權利僅適用於新訂立的人壽保險保單，不適用於團體保單或香港保險業監管局指定的其他類別保單。

DECLARATION BY AMG LICENSED TECHNICAL REPRESENTATIVE (BROKER) 安柏持牌業務代表(經紀)聲明

I, (Full name as shown on ID/Passport) _____

(IA Licence No.: IA-FB1577-_____), confirm that I have provided the Risk Disclosure Statements, Personal Information Collection Statement and Terms and Conditions for Financial Services (as contained in this Client Agreement) to the Client in both English and Chinese languages. Also, I have advised the Client to read the Risk Disclosure Statements, Personal Information Collection Statement and Terms and Conditions for Financial Services carefully and seek for legal and/or other professional advice in relation to this Client Agreement (including the Risk Disclosure Statements, Personal Information Collection Statement and Terms and Conditions for Financial Services) if the Client wish to.

As the AMG Licensed Technical Representative (Broker) and being the client servicing representative, I will perform duties and authorities in accordance to the rules and guidelines set out by AMG and the relevant regulatory bodies.

本人(與身份證/護照相同之全名)_____(保險業監管局牌照號碼:IA-FB1577-_____)，
確認已向客戶提供包含在本客戶協議內的中、英文版本的風險披露條文、個人資料收集聲明及理財服務之條款及條件。
本人亦已向客戶建議小心細閱風險披露條文、個人資料收集聲明及理財服務之條款及條件，並在有需要時就本客戶協議
(包括風險披露條文、個人資料收集聲明及理財服務之條款及條件)尋求法律及/或其他專業意見。
作為安柏持牌業務代表(經紀)及客戶服務代表，本人將按照安柏和相關監管機構制定的規則和指引履行職責及權限。

Signature of AMG Licensed Technical Representative (Broker)

安柏持牌業務代表(經紀)簽署

____dd日/____mm月/____yyyy年

Date 日期

CLIENT ACKNOWLEDGEMENTS 客戶確認

1. I/We agree that AMG may use and/or disclose my/our personal information in accordance with AMG's Personal Information Collection Statement and I/we acknowledge that I/we have read and understood the enclosed copy of the said Statement. I/We understand that I/we have the right to opt-out of the use of my/our personal information in accordance with the option set out below.

本人/吾等同意安柏可根據其個人資料收集聲明，使用及/或披露本人/吾等之個人資料。本人/吾等確認已閱讀及明白附隨的此聲明。本人/吾等明白本人/吾等有權根據以下選擇拒絕本人/吾等個人資料被用於下列用途。

Client(s) 客戶：(Please tick the appropriate box below) 【請於下列適當之方格內加上'✓'號】

I/We understand that opting out will mean that AMG will not be able to send me/us any market commentary, direct marketing, targeted or special offers in the future.

本人/吾等明白選擇拒絕本人/吾等個人資料被用於下列用途會導致將來本人/吾等不能從安柏處收到任何市場評論與及針對性或特別優惠的直接促銷。

☐ I/We do not agree AMG to use my/our personal data for direct marketing purposes.

本人/吾等不同意安柏使用本人/吾等個人資料作直接促銷之用。

If I/we do not tick the box but sign below, I/we will be regarded as having indicated I/we have no objection (i.e. giving my/our consent) to use my/our personal data for direct marketing purposes by AMG.

如果本人/吾等沒有在此方格加上'✓'號，但在下方簽署，本人/吾等會被視之為不反對（即本人/吾等允許）安柏使用本人/吾等個人資料作直接促銷之用。

2. I/We acknowledge that I/we have read, understood and agreed the Risk Disclosure Statements, Personal Information Collection Statement and Terms and Conditions for Financial Services of this Client Agreement. Also, I/we acknowledge that the AMG Licensed Technical Representative (Broker) has provided the Risk Disclosure Statements, Personal Information Collection Statement and Terms and Conditions for Financial Services of this Client Agreement to me/us in both English and Chinese languages. Also, the AMG Licensed Technical Representative (Broker) has advised me/us to read the Risk Disclosure Statements, Personal Information Collection Statement and Terms and Conditions for Financial Services carefully and seek for legal and/or other professional advice in relation to this Client Agreement (including the Risk Disclosure Statements, Personal Information Collection Statement and Terms and Conditions for Financial Services) if I/we wish to.

本人/吾等確認本人/吾等已細閱、明白及同意在本客戶協議內的風險披露條文、個人資料收集聲明及理財服務之條款及條件。而且，本人/吾等確認安柏持牌業務代表(經紀)已向本人/吾等提供中、英文版本的風險披露條文、個人資料收集聲明及理財服務之條款及條件。安柏持牌業務代表(經紀)亦已向本人/吾等建議小心細閱風險披露條文、個人資料收集聲明及理財服務之條款及條件，並在有需要時就本客戶協議（包括風險披露條文、個人資料收集聲明及理財服務之條款及條件）尋求法律及/或其他專業意見。

Individual Client 個人客戶

Signature of First or only client 第一或唯一客戶簽署

Name of First or only client 第一或唯一客戶姓名

Date 日期

____日/ ____月/ ____年

Signature of Second client (if applicable) 第二客戶簽署(如適用)

Name of Second client (if applicable) 第二客戶姓名(如適用)

Date 日期

____日/ ____月/ ____年

Corporate Client 公司客戶

Signature of 1st or only Authorized Signatory and company chop

第一或唯一獲授權簽署人簽署及公司蓋章

Name of 1st or only Authorized Signatory 第一或唯一獲授權簽署人姓名

Date 日期

____日/ ____月/ ____年

Signature of 2nd Authorized Signatory (if applicable) and company chop

第二獲授權簽署人簽署(如適用)及公司蓋章

Name of 2nd Authorized Signatory (if applicable) 第二獲授權簽署人姓名(如適用)

Date 日期

____日/ ____月/ ____年