

**PERSONAL INFORMATION COLLECTION STATEMENT**

- (1) The client ("**Client**") respectively of Guotai Junan Securities (Hong Kong) Limited, Guotai Junan Futures (Hong Kong) Limited, Guotai Junan FX Limited and/or Guotai Junan Assets (Asia) Limited (individually or collectively "**GTJA**") may from time to time be requested by GTJA to supply personal data relating to the Client.

For the purposes of this Statement:

"**GTJA Group**" means all and/or any of GTJA's holding companies, subsidiaries or affiliates and/or subsidiaries or affiliates of such holding companies.

"**Personal data**" means all information recorded electronically or by other means, that is related to identified or identifiable natural persons, (i) in the case of individual account holders, joint account holders or sole proprietors, means personal data relating to the relevant individual concerned; (ii) in the case of a partnership, means personal data relating to each partner of the partnership; and (iii) in the case of a corporate entity, means personal data relating to any individual director, shareholder, officer or manager which has been provided to GTJA.

- (2) The Client shall provide all such personal data as shall be reasonably requested by GTJA in the Account Opening Form, the GTJA's mobile application programme ("**APP**") or otherwise, and any failure to do so may result in GTJA being unable to open or continue the Client's account ("**Account**"), or to effect transactions under the Account.
- (3) The Client understands and accepts that GTJA may provide personal data received from the Client to the following persons for the purposes set out in sub-paragraph (4) of this Statement:

- (i) any nominees in whose name securities or other assets may be registered;
- (ii) any member or affiliated or related company in the GTJA Group including but not limited to GTJA's parent and/or subsidiary companies;
- (iii) any contractor, adviser, agent or third party service provider which provides administrative, background checking, certification, data processing, financial, computer, telecommunication, payment or clearing, trading, execution, professional or other services to GTJA in connection with the operation of its business or provision of financial services or products to the Client;
- (iv) credit reference agencies, and, in the event of default, to debt collection agencies;
- (v) any person with whom GTJA enters into or proposes to enter into a transaction with on behalf of the Client or the Account, or the persons representing the same;
- (vi) any person who provides financial services or issues, distributes or provides financial products to the Client through or with GTJA;
- (vii) any foreign or local exchanges of securities, futures and/or other financial products where the Client's orders to buy or sell such securities, futures and/or other financial products are placed or transacted; or their associated clearing houses or operators;
- (viii) any assignee, transferee, participant, sub-participant, delegate, successor or person to whom any agreement between the Client and GTJA is novated; and
- (ix) any foreign or local governmental, regulatory, supervisory, tax, law enforcement or other authorities, bodies or institutions.

- (4) The Client understands and accepts that the purposes for which the personal data provided by the Client from time to time may be used are:

- (i) executing or giving effect to the Client's orders relating to transactions or otherwise, and carrying out the Client's other instruction;
- (ii) providing financial services or products to the Client or in connection with the Account, whether the services or products are provided by or through any member of GTJA Group or any other person;
- (iii) providing personalized financial analysis and planning or designing financial services or products for the Client's use;
- (iv) marketing services or products which may be of interest to the Client;
- (v) conducting credit inquiries or background checks on the Client and ascertaining the Client's financial situation and investment objectives;
- (vi) collecting of amounts due, enforcing of security, charges or other rights and interests in favour of GTJA or any

- member of GTJA Group;
- (vii) complying with and/or enabling any affiliated or related company in the GTJA Group to comply with any foreign or local laws, regulations (including but not limited to Foreign Account Tax Compliance Act, Automatic Exchange Of Financial Account Information, Common Reporting Standards and similar regulations), notifications, directives, guidelines or guidance given or issued by or in agreement with any legal, regulatory, governmental, tax, law enforcement or other authorities, exchanges, or self-regulatory or industry bodies or associations of financial services providers of the relevant jurisdictions, existing currently and in the future;
  - (viii) complying with sanctions or prevention or detection of money laundering, terrorist financing or other unlawful activities in accordance with applicable laws and regulations and GTJA Group's policies, procedures, measures and arrangements; and
  - (ix) other purposes related or incidental to any one or more of the above.
- (5) GTJA may from time to time transfer the personal data of the Client to any of the persons referred to in sub-paragraph (3) of this Statement above and for any of the purposes referred to in sub-paragraph (4) of this Statement above. The Client may request for (a) the contact details of these third parties/recipients within the GTJA Group and (b) further details about how they collect and process personal data of the Client by contacting GTJA in accordance with sub-paragraph (14) of this Statement. GTJA takes appropriate measures in accordance with applicable laws and regulations to safeguard the personal data of the Client transferred to such third parties from GTJA, including without limitation to, entering into appropriate contractual arrangements with such third parties.
- (6) The Client acknowledges and understands that under the following circumstances and to the extent allowed under applicable laws or regulations, GTJA may process the Client's personal data without consent:
- (i) if it is necessary for the conclusion or performance of any contract to which the Client is a party;
  - (ii) if it is necessary for performing statutory duties or obligations under applicable laws or regulations;
  - (iii) if it is necessary for responding to public health incidents or for the protection of personal and property security in the case of an emergency;
  - (iv) if such personal data has been disclosed publicly or through other legal channels and the processing is within a reasonable scope; or
  - (v) if conducted under other scenarios permitted by applicable laws and regulations.
- (7) Use of Personal Data for Know-your-Client Requirements
- The Client acknowledges and agrees that GTJA may collect and process certain personal data of the Client through the APP, including without limitation to, (i) name; (ii) biometric information such as facial image and information with respect to the key features obtained through facial recognition; (iii) bank card number; and (iv) identity card or passport.
- The Client acknowledges and understands that the personal data so collected will only be used for satisfying the "know-your-client" requirements in accordance with applicable laws and regulations and GTJA Group's policies and procedures.
- The Client can contact GTJA any time in accordance with sub-paragraph (14) of this Statement to withdraw consent under this sub-paragraph but the Client acknowledges that GTJA is unable to continually provide any services for the Client following such withdrawal of consent.
- (8) Use of Personal Data in Direct Marketing
- GTJA intends to use, from time to time, Client's personal data in direct marketing of financial products and services, including but not limited to securities, futures, fixed income, currencies, commodities, wealth management, asset management, equity financing, equity derivatives, insurance, and other financial products and services. Only the following kinds of personal data of the Client may be used in such direct marketing:
- (i) name;
  - (ii) gender;
  - (iii) date of birth;
  - (iv) part of identity card or passport number;
  - (v) contact information (including but not limited to phone number, fax number, email address, correspondence address and residential address);
  - (vi) information about the products and/or services the Client has purchased or applied for.

GTJA may not so use the data unless it has received the Client's consent to the intended use.

The Client can contact GTJA any time in accordance with sub-paragraph (14) of this Statement to withdraw consent if the Client no longer wants GTJA to use the personal data of the Client for direct marketing. Such withdrawal of consent for using personal data in direct marketing shall not affect the Client's consent given to GTJA for using personal data for other purposes as provided in this Statement.

(9) Provision of Personal Data for Use in Direct Marketing

GTJA intends to provide, from time to time and for money and other property, Client's personal data to GTJA Group (other than GTJA itself) for use by GTJA Group in direct marketing of financial products and services, including but not limited to securities, futures, fixed income, currencies, commodities, wealth management, asset management, equity financing, equity derivatives, insurance, and other financial products and services. Only the following kinds of personal data of the Client may be provided to GTJA Group (other than GTJA itself) for use by GTJA Group in such direct marketing:

- (i) name;
- (ii) gender;
- (iii) date of birth;
- (iv) part of identity card or passport number;
- (v) contact information (including but not limited to phone number, fax number, email address, correspondence address and residential address);
- (vi) information about the products and/or services the Client has purchased or applied for.

GTJA may not so use the data unless it has received the Client's consent to the intended use.

The Client can contact GTJA any time in accordance with sub-paragraph (14) of this Statement to withdraw consent if the Client no longer wants GTJA to use the personal data of the Client for direct marketing. Such withdrawal of consent for using personal data in direct marketing shall not affect the Client's consent given to GTJA for using personal data for other purposes as provided in this Statement.

(10) Provision of personal data to the Stock Exchange of Hong Kong ("**Exchange**") and the Securities and Futures Commission ("**SFC**")

The Client acknowledges and agrees that GTJA may collect, store, process, use, disclose and transfer personal data relating to the Client (including the Client's CID and BCAN(s)) as required for GTJA to provide services to the Client in relation to securities listed or traded on the Exchange and for complying with the rules and requirements of the Exchange and the SFC in effect from time to time. Without limiting the foregoing, this includes:

- (a) disclosing and transferring the Client's personal data (including CID and BCAN(s)) to the Exchange and/or the SFC in accordance with the rules and requirements of the Exchange and the SFC in effect from time to time;
- (b) allowing the Exchange to: (i) collect, store, process and use the Client's personal data (including CID and BCAN(s)) for market surveillance and monitoring purposes and enforcement of the Rules of the Exchange; and (ii) disclose and transfer such information to the relevant regulators and law enforcement agencies in Hong Kong (including, but not limited to, the SFC) so as to facilitate the performance of their statutory functions with respect to the Hong Kong financial markets; and (iii) use such information for conducting analysis for the purposes of market oversight;
- (c) allowing the SFC to: (i) collect, store, process and use the Client's personal data (including CID and BCAN(s)) for the performance of its statutory functions including monitoring, surveillance and enforcement functions with respect to the Hong Kong financial markets; and (ii) disclose and transfer such information to relevant regulators and law enforcement agencies in Hong Kong in accordance with applicable laws or regulatory requirements; and
- (d) providing BCAN to Hong Kong Securities Clearing Company Limited ("**HKSCC**") allowing HKSCC to: (i) retrieve from the Exchange (which is allowed to disclose and transfer to HKSCC), process and store your CID and transfer your CID to the issuer's share registrar to enable HKSCC and/ or the issuer's share registrar to verify that you have not made any duplicate applications for the relevant share subscription and to facilitate IPO balloting and IPO settlement; and (ii) process and store your CID and transfer your CID to the issuer, the issuer's share registrar, the SFC, the Exchange and any other party involved in the IPO for the purposes of processing your application for the relevant share subscription or any other purpose set out in the IPO

issuer's prospectus.

The Client also agrees that despite any subsequent purported withdrawal of consent by the Client, the Client's personal data may continue to be stored, processed, used, disclosed or transferred for the above purposes after such purported withdrawal of consent.

Failure to provide GTJA with the Client's personal data or withholding or withdrawing consent as described above may mean that GTJA will not, or will no longer be able to, as the case may be, carry out the Client's trading instructions or provide the Client with securities related services (other than to sell, transfer out or withdraw the Client's existing holdings of securities, if any).

For the purposes of this Statement, "**BCAN**" shall mean a "Broker-to-Client Assigned Number", being a unique identification code in the format prescribed by Exchange, generated by a relevant licensed or registered person in accordance with the Exchange's requirements and "**CID**" shall mean the following information in relation to a Client to whom a BCAN is assigned: (i) the full name of the Client as shown in the Client's identity document; (ii) the issuing country or jurisdiction of the identity document; (iii) the identity document type; and (iv) the identity document number.

(11) China Connect Securities Trading Service

The Client acknowledges and agrees that in providing GTJA's China Connect securities trading service to the Client, GTJA will be required to:

- (i) tag each of the Client's orders submitted to the China Stock Connect System ("**CSC**") with a BCAN that is unique to the Client or the BCAN that is assigned to the Client's joint account with GTJA, as appropriate; and
- (ii) provide to the Exchange the Client's assigned BCAN and such CID relating to the Client as the Exchange may request from time to time under the Rules of the Exchange.

Without limitation to any notification GTJA has given the Client or consent GTJA has obtained from the Client in respect of the processing of the Client's personal data in connection with the Client's account and GTJA's services to the Client, the Client acknowledges and agrees that GTJA may collect, store, use, disclose and transfer personal data relating to the Client as required as part of GTJA's China Connect securities trading service, including as follows:

- (a) to disclose and transfer the Client's BCAN and CID to the Exchange and the relevant SEHK Subsidiaries from time to time, including by indicating the Client's BCAN when inputting a China Connect Order into the CSC, which will be further routed to the relevant China Connect Market Operator on a real-time basis;
- (b) to allow each of the Exchange and the relevant SEHK Subsidiaries to: (i) collect, use and store the Client's BCAN, CID and any consolidated, validated and mapped BCANs and CID information provided by the relevant China Connect Clearing House (in the case of storage, by any of them or via HKEX) for market surveillance and monitoring purposes and enforcement of the Rules of the Exchange; (ii) transfer such information to the relevant China Connect Market Operator (directly or through the relevant China Connect Clearing House) from time to time for the purposes set out in (c) and (d) below; and (iii) disclose such information to the relevant regulators and law enforcement agencies in Hong Kong so as to facilitate the performance of their statutory functions with respect to the Hong Kong financial markets;
- (c) to allow the relevant China Connect Clearing House to: (i) collect, use and store the Client's BCAN and CID to facilitate the consolidation and validation of BCANs and CID and the mapping of BCANs and CID with its investor identification database, and provide such consolidated, validated and mapped BCANs and CID information to the relevant China Connect Market Operator, the Exchange and the relevant SEHK Subsidiary; (ii) use the Client's BCAN and CID for the performance of its regulatory functions of securities account management; and (iii) disclose such information to PRC regulatory authorities and law enforcement agencies having jurisdiction over it so as to facilitate the performance of their regulatory, surveillance and enforcement functions with respect to PRC financial markets; and
- (d) to allow the relevant China Connect Market Operator to: (i) collect, use and store the Client's BCAN and CID to facilitate their surveillance and monitoring of securities trading on the relevant China Connect Market through the use of the China Connect Service and enforcement of the rules of the relevant China Connect Market Operator; and (ii) disclose such information to PRC regulatory authorities and law enforcement agencies so as to facilitate the performance of their regulatory, surveillance and enforcement functions with respect to PRC financial markets.

By instructing GTJA in respect of any transaction relating to China Connect Securities, the Client acknowledges and

agrees that GTJA may use the Client's personal data for the purposes of complying with the requirements of the Exchange and its rules as in force from time to time in connection with the Stock Connect Northbound trading. The Client also acknowledges that despite any subsequent purported withdrawal of consent by the Client, the Client's personal data may continue to be stored, used, disclosed, transferred and otherwise processed for the above purposes, whether before or after such purported withdrawal of consent.

Failure to provide GTJA with the Client's personal data or withholding or withdrawing consent as described above may mean that GTJA will not, or no longer be able, as the case may be, to carry out the Client's trading instructions or provide the Client with GTJA's China Connect securities trading service.

- (12) The Client acknowledges and understands that certain personal data provided to GTJA may constitute sensitive personal data. GTJA collects and processes such data solely for the purposes in sub-paragraph (4) of this Statement above. GTJA commits to protect the Client's personal data and has taken steps in this regard. In order to prevent unauthorized people or parties from being able to access the Client's personal data, GTJA has put in place a range of technical and organisational measures to safeguard and secure the Client's personal data in accordance with applicable laws and regulations.
- (13) GTJA will always only keep the Client's personal data for as long as GTJA reasonably needs it for the purposes in sub-paragraph (4) of this Statement above or on a longer term basis in accordance with applicable laws and regulations and GTJA Group's policies and procedures, or until receipt of the Client's request to delete such personal data, subject to limitations on technical feasibility.
- (14) The Client has the right to access and request a copy of such personal data and may request the deletion, correction of the personal data (if applicable), or the withdrawal of consent. In some circumstances, the Client may also have a data portability right to require GTJA to transfer the Client's personal data to a third party. Any such requests must be made in accordance with the requirement under applicable laws and regulations and shall be addressed to the Data Protection Officer of GTJA at the address at 27/F Low Block, Grand Millennium Plaza, 181 Queen's Road central, Hong Kong. The Client can also email to [customer.service@gtjas.com.hk](mailto:customer.service@gtjas.com.hk), or call (852) 2509 7524 to make such request. The Client understands that a fee shall be charged by GTJA for repeated and unreasonable requests. For unreasonable requests which may bring risk to other individuals' legitimate rights or are not operationally/technically feasible, GTJA reserves the right to decline the Client's requests in accordance with applicable laws and regulations.
- (15) The Client acknowledges that if there is any leakage or loss of any personal data of the Client, or any other personal data breach event, while GTJA will take remedial measures in accordance with applicable laws and regulations and may notify or may not notify the Client in accordance with applicable laws and regulations. The Client acknowledges and agrees that GTJA may notify the Client of such event, if so notified, GTJA may use one or more methods, including without limitation, popping-up window notification on GTJA's website, sending text message/emails or making calls. The Client acknowledges that GTJA is deemed as satisfying its notification obligation under applicable laws and regulations upon taking one of the above notification action.

### 個人資料收集聲明

- (1) 國泰君安證券（香港）有限公司、國泰君安期貨（香港）有限公司、國泰君安外匯有限公司及/或國泰君安資產管理（亞洲）有限公司（各稱或合稱「國泰君安」）可不時要求其客戶提供其個人資料。

在本聲明中，

「國泰君安集團」意指國泰君安之控股公司、附屬公司或關聯公司及/或該等控股公司之附屬公司或關聯公司。

「個人資料」意指以電子方式或其他方式記錄的與已識別或可識別的自然人有關的各種資訊，即客戶已向國泰君安提供之下述個人資料：（i）就個人帳戶持有人、聯名帳戶持有人或獨資經營者而言，其個人資料；（ii）就合夥而言，其各合夥人之個人資料；及（iii）就公司實體而言，其個人董事、股東、行政人員或經理之個人資料。

- (2) 在國泰君安合理地要求客戶在開戶文件、國泰君安的移動應用程式（「移動應用程式」）或其他情況下提供個人資料時，客戶需按要求提供個人資料，否則可能導致國泰君安無法為客戶開立或保持其帳戶或為其帳戶執行任何交易。

- (3) 客戶明白及同意，國泰君安可以按本聲明第(4)段所述用途向下列人士提供收取自客戶的個人資料：

- (i) 任何以其名義登記證券或其他資產的代名人；
- (ii) 國泰君安集團內之成員或關聯或相關公司，包括但不限於國泰君安之母公司及/或子公司；
- (iii) 任何向國泰君安提供與國泰君安業務經營有關的或向客戶提供金融服務或產品有關的行政、背景審查、認證、資料處理、財務、電腦、電訊、支付或結算、交易、執行、專業或其他服務的承包商、顧問、代理人或第三方服務提供者；
- (iv) 信貸資料服務機構，及（在違約欠債時）追收債款代理；
- (v) 國泰君安代表客戶或客戶帳戶或其代表與之訂立或擬訂立交易的任何人；
- (vi) 透過或與國泰君安一起向客戶提供金融服務或發行、分銷或提供金融產品的任何人；
- (vii) 客戶進行證券、期貨及/或其他金融產品買賣而在其場所下單或交易的任何外國或本地的證券、期貨及/或其他金融產品的交易所；或其相關聯結算所或營運者；
- (viii) 任何更替國泰君安與客戶協議約務的承讓人、受讓方、參與者、次參與者、獲轉授人、繼承人或人士；及
- (ix) 任何外國或本地的政府、監管、監督、稅務、執法或其他機關、組織或機構。

- (4) 客戶明白及同意，其不時提供之個人資料可以作下述用途使用：

- (i) 執行或實行客戶有關於交易或其他事情之下單或指令，以及執行客戶的其他指示；
- (ii) 向客戶提供金融服務或產品或提供與帳戶有關的金融服務或產品，不論相關服務或產品是否由或透過任何國泰君安集團成員或其他人士提供；
- (iii) 提供個人化財務分析及策劃或設計供客戶使用的金融服務或產品；
- (iv) 向客戶推銷客戶可能感興趣的服務或產品；
- (v) 對客戶進行信貸或背景查詢及確定客戶財務狀況和投資目標；
- (vi) 追收債款、行使以國泰君安或其他國泰君安集團成員為受益人的抵押品、押記或其他權力及權利；
- (vii) 為遵守或為促使國泰君安集團內之關聯公司或其相關公司遵守任何外國或本地之法律、規例（包括但不限於外國帳戶稅收合規法案、自動交換財務帳戶資料、共同申報準則及相類似規例）、任何相關司法管轄區內現存或未來設立的法律、監管、政府、稅務、執法或其他機關、交易所、或金融服務提供者的自律組織或行業團體或協會所自行或按協議提供或發出的通知、指示或指引；
- (viii) 為遵守制裁，或遵守防止或偵查洗錢、恐怖份子融資或其他非法活動所適用的法律和法規和國泰君安集團的政策、程序、措施及安排；及
- (ix) 與上述任何一條或多條有關或附帶的其他目的。

- (5) 國泰君安可以不時按上述第(4)段所述用途，轉移客戶的個人資料予上述第(3)段所述人士。客戶可以根據本聲明第(14)段聯繫國泰君安，要求提供(a)第三方/國泰君安集團內接收方的聯繫方式，以及(b)有關他們如何收集和處理客戶個人資料的更多詳情。國泰君安根據適用的法律和法規採取適當措施以保護從國泰君安轉移至該等第三方的客戶個人資料，包括但不限於與該等第三方訂立適當的合同安排。

- (6) 客戶明白及了解，在以下情況及在適用的法律或法規允許的範圍內，國泰君安可能會在未經客戶同意的情况下處理客戶的個人資料：



- (i) 如為締結或履行客戶為一方之任何合同所必需；
- (ii) 如為履行適用的法律或法規規定的法定職責或義務所必需；
- (iii) 如為應對公共衛生事件或在緊急情況下保護個人和財產安全所必需；
- (iv) 在合理的範圍內，處理已經公開或通過其他合法渠道公開的個人資料；或
- (v) 如其他適用的法律和法規所允許的情況。

(7) 個人資料在「了解你的客戶」要求中的使用

客戶明白及同意國泰君安可能會通過移動應用程式收集並處理客戶某些個人資料，包括但不限於(i)姓名；(ii)生物識別信息，如臉部圖像和通過人臉識別獲得的關鍵特徵信息；(iii)銀行卡號；以及(iv)身份證件或護照。

客戶明白及了解，以此方式收集的個人資料將依據適用的法律和法規以及國泰君安集團的政策和程序僅用於滿足「了解你的客戶」的要求。

客戶可隨時根據本聲明第(14)段聯繫國泰君安撤消其同意，但客戶明白在撤消同意後國泰君安將無法繼續為客戶提供任何服務。

(8) 個人資料在直接促銷中的使用

國泰君安會不時使用客戶的個人資料，用作直接促銷不同的金融產品和服務，其中包括但不限於證券、期貨、固定收益、外匯、商品、財富管理、資產管理、融資融券、股權衍生產品、保險、及其他金融產品及服務。使用於直接促銷的客戶的個人資料將限於：

- (i) 姓名；
- (ii) 性別；
- (iii) 出生日期；
- (iv) 身份證或護照號碼的一部分；
- (v) 聯絡資料（包括但不限於電話號碼、傳真號碼、電郵地址、通訊地址及住宅地址）；
- (vi) 客戶已購買或申請的產品及/或服務的資料。

除非國泰君安已經就擬議使用獲得客戶的同意，否則不得如上所述使用資料。

如果客戶不再希望國泰君安將客戶的個人資料用作直接促銷，客戶可隨時根據本聲明第(14)段聯繫國泰君安撤消其同意。對將個人資料用作直接促銷之同意的撤消，不影響客戶對國泰君安將個人資料用於本聲明規定的其他用途之同意。

(9) 提供個人資料作直接促銷

國泰君安會不時（不論是否收取金錢或其他財物為報酬）向其他國泰君安集團成員提供客戶的個人資料，使其可以使用客戶的個人資料用作直接促銷不同的金融產品和服務，其中包括但不限於證券、期貨、固定收益、外匯、商品、財富管理、資產管理、融資融券、股權衍生產品、保險、及其他金融產品及服務。提供予其他國泰君安集團成員使用於直接促銷的客戶的個人資料將限於：

- (i) 姓名；
- (ii) 性別；
- (iii) 出生日期；
- (iv) 身份證或護照號碼的一部分；
- (v) 聯絡資料（包括但不限於電話號碼、傳真號碼、電郵地址、通訊地址及住宅地址）；
- (vi) 客戶已購買或申請的產品及/或服務的資料。

除非國泰君安已經就擬議使用獲得客戶的同意，否則不得如上所述使用資料。

如果客戶不再希望國泰君安將客戶的個人資料用作直接促銷，客戶可隨時根據本聲明第(14)段聯繫國泰君安撤消其同意。對將個人資料用作直接促銷之同意的撤消，不影響客戶對國泰君安將個人資料用於本聲明規定的其他用途之同意。

(10) 向香港聯合交易所（「交易所」）和證券及期貨事務監察委員會（「證監會」）提供個人資料

客戶明白及同意，國泰君安可能收集、儲存、處理、使用、披露及轉移與客戶有關的個人資料（包括客戶的身份識別資料和券商客戶編碼），以便國泰君安向客戶提供與在交易所上市或交易的證券相關的服務時，遵守與交易所和證監

會不時生效的規則及規定。包括但不限於：

- (a) 根據交易所和證監會不時生效的規則及規定，向交易所和/或證監會披露並轉移客戶的個人資料（包括客戶的身份識別資料和券商客戶編碼）；
- (b) 容許交易所：(i)收集、儲存、處理及使用客戶的個人資料（包括客戶的身份識別資料和券商客戶編碼）以作市場監察及執行交易所規則之用途；及(ii)向香港相關監管機構和執法機構（包括但不限於證監會）披露並轉移該等資料，以配合其履行關於香港金融市場的法定職能；及(iii)使用該等資料進行分析，以作市場監察之用途；
- (c) 容許證監會：(i)收集、儲存、處理及使用客戶的個人資料（包括客戶的身份識別資料和券商客戶編碼），以配合其履行關於香港金融市場的監管、監察及執法職能；及(ii)根據適用的法律或監管規定向香港的相關監管機構和執法機構披露並轉移該等資料；以及
- (d) 向香港中央結算有限公司（「香港結算」）提供券商客戶編碼以允許香港結算：(i)從交易所取得、處理及儲存允許披露及轉移給香港結算屬於閣下的客戶的身份識別資料，及向發行人的股份過戶登記處轉移閣下的客戶的身份識別資料，以便核實閣下未就相關股份認購進行重複申請，以及便利首次公開招股抽籤及首次公開招股結算程序；及(ii)處理及儲存閣下的客戶的身份識別資料，及向發行人、發行人的股份過戶登記處、證監會、交易所及其他公開招股的有關各方轉移閣下的客戶的身份識別資料，以便處理閣下對有關股份認購的申請，或為載於公開招股發行人的招股章程的任何其他目的。

客戶亦同意，即使未來客戶計劃撤消其同意，客戶的個人資料在其撤消同意後會就上述目的繼續被儲存、使用、披露或轉移。

客戶不能如上述向國泰君安提供個人資料或拒絕或撤消同意，將可能導致國泰君安（按情況）不會或不可繼續執行客戶的交易指示或為客戶提供證券有關服務（出售、轉讓或撤回客戶當前持有的證券份額（如有）除外）。

在本聲明中，“券商客戶編碼”是指由相關持牌人或註冊人根據交易所規定所產生的“經紀商至客戶分配號碼”，是交易所規定格式的唯一識別碼，“客戶的身份識別資料”是指與分配到券商客戶編碼的客戶有關的下列信息：(i)客戶身份證件中顯示的客戶全名；(ii)身份證件的簽發國家或司法管轄區；(iii)身份證件類型；以及(iv)身份證件號碼。

#### (11) 中華通證券交易服務

客戶明白及同意，國泰君安為客戶提供中華通證券交易服務時，國泰君安須要：

- (i) 在提交每一客戶交易指令予中華通買賣盤訂單傳遞系統時，在交易指令中附上客戶唯一的券商客戶編碼或（如客戶賬戶為聯名賬戶）客戶聯名賬戶獲分配的券商客戶編碼；及
- (ii) 向交易所提供客戶唯一的券商客戶編碼及一切交易所按照其規則不時要求索取的關於客戶的身份識別資料。

不受限於國泰君安就因應客戶的賬戶或提供服務予客戶而處理客戶個人資料而給予客戶的通知或取得的客戶同意，客戶明白及同意，作為國泰君安中華通證券交易服務的一部份，國泰君安可以作出下述的收集、儲存、使用、披露及轉移客戶的個人資料的行為：

- (a) 不時向交易所及相關交易所附屬公司披露及轉移客戶的券商客戶編碼及客戶的身份識別資料，包括在中華通買賣盤訂單傳遞系統輸入中華通證券交易指令時顯示客戶的券商客戶編碼，並實時轉傳至相關中華通證券交易營運者；
- (b) 容許交易所及各相關交易所附屬公司：(i)收集、使用及儲存客戶的券商客戶編碼及客戶的身份識別資料以及相關中華通結算所所提供（以儲存而言，它們通過香港交易所進行）的合併、核實及配對的券商客戶編碼及客戶的身份識別資料，以作市場監察及執行交易所規則用途；(ii)基於下列(c)及(d)所述目的，不時（直接或通過相關中華通結算所）轉移該等資料予相關中華通證券交易營運者；及(iii)披露該等資料予香港相關監管機構及執法機關，以配合其履行關於香港金融市場的法定職能；
- (c) 容許相關中華通結算所：(i)收集、使用及儲存客戶的券商客戶編碼及客戶的身份識別資料，以對券商客戶編碼及客戶的身份識別資料作出合併及核實並與其投資者身份識別資料庫作出配對，及把合併、核實及配對的券商客戶編碼及客戶的身份識別資料提供予相關中華通證券交易營運者、交易所及相關交易所附屬公司；(ii)使用客戶的券商客戶編碼及客戶的身份識別資料，以履行其證券賬戶管理的法定職能；及(iii)披露該等資料予中國相關監管機構及執法機關，以配合其履行關於中國金融市場的監管、監察及執法職能；及
- (d) 容許相關中華通證券交易營運者：(i)收集、使用及儲存客戶的券商客戶編碼及客戶的身份識別資料，以監察通過使用中華通服務在相關中華通市場進行之證券交易，和執行相關中華通證券交易營運者之規則；及(ii)披



露該等資料予中國相關監管機構及執法機關，以配合其履行關於中國金融市場的監管、監察及執法職能。

當客戶指示國泰君安進行任何中華通證券的交易時，客戶明白及同意，國泰君安可以使用客戶的個人資料於遵守交易所的要求及其對中華通北向交易不時生效的規則。客戶也明白，即使未來客戶計劃撤消其同意，客戶的個人資料（不論客戶撤消客戶同意前或後）會繼續被儲存、使用、披露、轉移或以其他方式處理，以達至上述目的。

客戶不能如上述向國泰君安提供個人資料或拒絕或撤消同意，將可能導致國泰君安（按情況）不會或不可繼續執行客戶的交易指示或向客戶提供中華通證券交易服務。

- (12) 客戶明白及了解，提供給國泰君安的某些個人資料可能構成敏感個人資料。國泰君安只為上述本聲明第(4)段之用途收集和處理這些資料。國泰君安承諾保護客戶的個人資料，並已就此採取措施。為了防止未經授權的人員或一方能夠存取客戶的個人資料，國泰君安已經採取了一系列技術性和組織性措施，以根據適用的法律和法規保護和保障客戶的個人資料。
- (13) 在受限於技術可行性的前提下，國泰君安將始終只為上述第(4)段之用途合理需要時保留客戶的個人資料，或依據適用的法律和法規及國泰君安集團政策和程序長期保留客戶的個人資料，或保留客戶的個人資料至收到客戶刪除個人資料之要求時。
- (14) 客戶可以查詢並要求國泰君安提供其個人資料的副本，及可以要求對其個人資料進行刪除、在需要時進行更正或撤消同意。在某些情況下，客戶還可能享有資料可攜權，要求國泰君安將客戶的個人資料轉移給第三方。任何此類要求必須依據適用的法律和法規要求提出，並應致函國泰君安資料保護主任，地址為：香港中環皇后大道中181號新紀元廣場低座27樓。客戶還可以通過發送電郵至customer.service@gtjas.com.hk，或致電至(852) 2509 7524以提出該等要求。

客戶明白國泰君安將就重複且不合理的要求收取費用。對於可能給他人合法權利帶來風險或不具有操作/技術可行性的不合理請求，國泰君安保留依據適用的法律和法規拒絕客戶請求的權利。

- (15) 客戶明白，如果客戶的任何個人資料發生泄露或損失，或發生其他個人信息泄露事件，國泰君安會依據適用的法律和法規採取補救措施，並可能依據適用的法律和法規通知或不通知客戶。客戶明白及同意，國泰君安可能將此類事件通知客戶，在此情形下，國泰君安可能會使用一種或多種方式發送通知，包括但不限於在國泰君安網站上彈出視窗通知、發送短訊/電子郵件或致電。客戶明白，在採取上述通知行動其中之一後，國泰君安即被視為履行了適用的法律和法規項下的通知義務。

#### **Acknowledgement and Consent 確認明白及同意**

I/We acknowledge I/we have read, understand and agree with the content of the Personal Information Collection Statement of Guotai Junan Securities (Hong Kong) Limited, Guotai Junan Futures (Hong Kong) Limited, Guotai Junan FX Limited and Guotai Junan Assets (Asia) Limited (individually or collectively "GTJA"). By ticking the boxes below, I/we signify my/our consent for GTJA to use my/our personal data on the terms of and for the purposes set out in the Personal Information Collection Statement. I/We further agree to any revision or amendment that GTJA may from time to time make in respect of any content of the Personal Information Collection Statement by notice to me/us. 本人/吾等確認已閱讀及明白國泰君安證券（香港）有限公司、國泰君安期貨（香港）有限公司、國泰君安外匯有限公司及國泰君安資產管理（亞洲）有限公司（各稱或合稱「國泰君安」）之個人資料收集聲明之內容。在下列方格加上剔號，表示本人/吾等同意國泰君安按照個人資料收集聲明之條款及目的使用本人/吾等的個人資料。本人/吾等亦同意國泰君安可在通知本人/吾等的情况下不時修改個人資料收集聲明之內容。

- ☐ I/We agree to GTJA's use of my/our personal data for the purposes set out in the Personal Information Collection Statement. I/We further agree to any revision or amendment that GTJA may from time to time make in respect of any content of the Personal Information Collection Statement by notice to me/us. Where personal data or information relating to any of our representatives (including directors, employees, agents, customers (direct or indirect) or affiliates) or any third party is provided to or held by GTJA in the course of our business dealings with GTJA, we undertake that we have obtained the consent of the relevant representatives/parties to enable GTJA to use, process, deal, share or transfer such data or information for the purposes set out in the Personal Information Collection Statement and we further undertake to promptly provide evidence of such consents to GTJA upon request from time to time. 本人/吾等同意國泰君安按照個人資料收集聲明之目的使用本人/吾等的個人資料。本人/吾等亦同意國泰君安可在通知本人/吾等的情况下不時修改個人資料收集聲明之內容。如吾等在與國泰君安進行業務交往過程中向國泰君安提供或被國泰君安持有吾等任何代表（包括董事、僱員、代理、客戶（直接或間接）或關聯方）或任何第三方的個人資料或資訊，吾等承諾吾等已經獲得相關代表或第三方的同意，准許國泰君安按照個人資料收集聲明之目的使用、處理、處置、分享或轉移該等資料或資訊，吾等並

且承諾在國泰君安提出要求時及時向國泰君安提供有關上述同意的證明。

- ☐ I/We agree to GTJA's use of my/our sensitive personal data for the purposes set out in the Personal Information Collection Statement. I/We further agree to any revision or amendment that GTJA may from time to time make in respect of any content of the Personal Information Collection Statement by notice to me/us. Where sensitive personal data or information relating to any of our representatives (including directors, employees, agents, customers (direct or indirect) or affiliates) or any third party is provided to or held by GTJA in the course of our business dealings with GTJA, we undertake that we have obtained the consent of the relevant representatives/parties to enable GTJA to use, process, deal, share or transfer such sensitive data or information for the purposes set out in the Personal Information Collection Statement and we further undertake to promptly provide evidence of such consents to GTJA upon request from time to time. 本人/吾等同意國泰君安按照個人資料收集聲明之目的使用本人/吾等的敏感個人資料。本人/吾等亦同意國泰君安可在通知本人/吾等的情況下不時修改個人資料收集聲明之內容。如吾等在與國泰君安進行業務交往過程中向國泰君安提供或被國泰君安持有吾等任何代表（包括董事、雇員、代理、客戶（直接或間接）或關聯方）或任何第三方的敏感個人資料或資訊，吾等承諾吾等已經獲得相關代表或第三方的同意，准許國泰君安按照個人資料收集聲明之目的使用、處理、處置、分享或轉移該等敏感資料或資訊，吾等並且承諾在國泰君安提出要求時及時向國泰君安提供有關上述同意的證明。
- ☐ I/We agree to GTJA's cross-border transfer of my/our personal data for the purposes set out in the Personal Information Collection Statement. I/We further agree to any revision or amendment that GTJA may from time to time make in respect of any content of the Personal Information Collection Statement by notice to me/us. Where personal data or information relating to any of our representatives (including directors, employees, agents, customers (direct or indirect) or affiliates) or any third party is provided to or held by GTJA in the course of our business dealings with GTJA, we undertake that we have obtained the consent of the relevant representatives/parties to enable GTJA to cross-border transfer such personal data for the purposes set out in the Personal Information Collection Statement and we further undertake to promptly provide evidence of such consents to GTJA upon request from time to time. 本人/吾等同意國泰君安按照個人資料收集聲明之目的將本人/吾等個人資料跨境轉移。本人/吾等亦同意國泰君安可在通知本人/吾等的情況下不時修改個人資料收集聲明之內容。如吾等在與國泰君安進行業務交往過程中向國泰君安提供或被國泰君安持有吾等任何代表（包括董事、雇員、代理、客戶（直接或間接）或關聯方）或任何第三方的個人資料或資訊，吾等承諾吾等已經獲得相關代表或第三方的同意，准許國泰君安按照個人資料收集聲明之目的將該等資料或資訊跨境轉移，吾等並且承諾在國泰君安提出要求時及時向國泰君安提供有關上述同意的證明。

#### Direct Marketing 直接促銷

I/We confirm my/our consent as referred to in the sections entitled Use of Personal Data in Direct Marketing and Provision of Personal Data for Use in Direct Marketing of the Personal Information Collection Statement, subject to any objection as indicated by me/us below: 除本人/吾等如下所示提出之任何反對外，本人/吾等確認同意個人資料收集聲明內以個人資料在直接促銷中的使用及提供個人資料作直接促銷為標題之內容。

- ☐ I/We object to GTJA using my/our personal data in direct marketing as referred to in the section entitled Use of Personal Data in Direct Marketing of the Personal Information Collection Statement. 本人/吾等反對國泰君安按個人資料收集聲明內以個人資料在直接促銷中的使用為標題的分段所述，將本人/吾等之個人資料作直接促銷用途。
- ☐ I/We object to GTJA providing my/our personal data to GTJA Group (other than GTJA) for use in direct marketing as referred to in the section entitled Provision of Personal Data for Use in Direct Marketing of the Personal Information Collection Statement. 本人/吾等反對國泰君安按個人資料收集聲明內以提供個人資料作直接促銷為標題的分段所述，向國泰君安集團（不包括國泰君安本公司）提供本人/吾等之個人資料作直接促銷用途。

The above represents my/our present choice of whether or not to receive direct marketing contact or information. This shall replace any choice I/we may have given to GTJA previously.

以上乃本人/吾等對是否收取直接促銷之聯繫或資料之選擇。這會取代本人/吾等過往作出之選擇。

Client Signature and Company Chop (if applicable):

客戶簽名及公司印章(如適用): \_\_\_\_\_

Client Name:

客戶名稱: \_\_\_\_\_

Account Number:

帳號: \_\_\_\_\_

Date:

日期: \_\_\_\_\_