



輝立金業有限公司

貴金屬客戶協議補充:

條款	修訂內容	生效日期
19.1	打擊洗錢及恐怖分子資金籌集活動 如客戶是在《打擊洗錢及恐怖分子資金籌集(金融機構)條例》(「反洗錢條例」)所界定的中介人,客戶承諾會:	26/4/2019
19.1.1	確保內部政策、程序及措施符合打擊洗錢及恐怖分子資金籌集的法律、規則及指引,包括對其客戶及有關交易進行持續監察;	26/4/2019
19.1.2	依照反洗錢條例附表2的第2條,對其客戶進行盡職審查;及	26/4/2019
19.1.3	因應海外或本地監管機構或本公司的要求,沒有延誤地提供在執行客戶盡職審查措施過程中取得的任何文件或紀錄的複本。	26/4/2019
附表1-1.4	貴金屬客戶協議第16項條文分別提述之「通知、交易結單和報告、交易結單和報告」,如獲客戶同意,可單獨透過電子服務發出,客戶可於開始時在開戶表格內表示同意,亦可於其後透過電子服務表示同意。以電子服務交付之確認書,乃視作於傳送時已妥為交付。	26/4/2019
附表2-1	釋義 「帳戶」指當前或今後根據本協議以客戶名義在本公司開立的任何一個或多個交易帳戶; 「開戶表格」指客戶與本公司開立戶口時填妥及簽署的指定文件; 「聯營公司」指與本集團有關連的子公司或關連公司之法人團體(不論在香港或其他地方)包括並不限於輝立證券(香港)有限公司、輝立商品(香港)有限公司、輝立資本管理(香港)有限公司、輝立理財顧問(香港)有限公司及輝立金業有限公司; 「協議」指原先已簽署或隨後不時修訂或增補後的本協議文本,包括開戶表格及附屬於本協議的各種附表; 「公司」指與客戶簽定協議的法人; 「業務代理」指代表本公司在香港或其他地方,提供行政、電訊、電腦、付款、收貨或證券結算、保管、核數、銀行、融資、保險、風險管理、業務諮詢、外判、客戶關係管理、市場或其他提供予本集團營運的業務的代理人,合約承包商或第三方服務提供者。 「客戶」,其名稱、地址和相關資料列於開戶表格中;及 「指示」指由客戶或其授權人士向本公司發出的任何指示或買賣盤;	26/4/2019
附表2-2	披露義務 除特別聲明外,客戶必須按開戶表格上的要求,將個人資料提供給本公司。假如客戶不提供此等資料,本公司將沒有足夠資料來為客戶開設及管理帳戶。	26/4/2019
附表2-3	個人資料之使用 3.1 使用者 有關客戶的所有個人資料(不論是由客戶所提供,還是由其他人士所提供,及不論這些資料是在客戶收到客戶協議之前,還是之後)將可被任何下列之公司或人士使用(各為一「使用者」); (i) 集團的聯營公司 (ii) 集團的任何董事、高級職員、僱員或代理人; (iii) 執行客戶指示和/或從事集團業務而由集團授權的任何人士(例如律師、顧問、代名人、托管人等); (iv) 集團持有與客戶相關的任何權利和義務的任何實際或建議的承讓人;及 (v) 任何政府機構、監管機構或其他團體或機構(不論是法例或是任何集團成員適用的規例所要求); (vi) 任何業務代理。 3.2 目的	26/4/2019

	<p>客戶的所有個人資料可被任何使用者用於下列目的；</p> <ul style="list-style-type: none"> (i) 處理客戶的開戶申請； (ii) 執行新的或現有顧客的查核及信用調查程序，以及協助其他金融機構從事此類工作； (iii) 持續帳目管理，包括收取欠款，強制執行擔保、抵押或其他權利和利益； (iv) 設計提供予客戶之新產品和服務，或向客戶推廣集團的產品； (v) 將此等資料轉移到香港以外的任何地方； (vi) 為了下列目的而進行客戶個人資料的比較(不論收集此等資料的目的及來源，及不論此等資料是向使用者或任何其他人士所收集的)：(A)信用調查；(B)資料核實；和/或(C)編製或核實資料，以便採取使用者或任何其他人士認為合適的行動(包括可能與客戶或任何其他人的權利、義務或權益有關的行動)； (vii) 用於與客戶有關的任何其他協議和服務之條款所規定之目的； (viii) 有關遵守任何法律、規例、法院判決或其他任何監管機構之判決的任何目的； (ix) 調查可疑交易； (x) 任何有關於執行客戶指示或與集團業務或交易有關連的目的。 <p>3.3 使用資料作直接促銷</p> <p>本公司可使用及/或轉送客戶的資料給聯營公司作直接促銷，而本公司須為此目的取得客戶同意(其包括客戶不反對之表示)。因此，請注意以下兩點：</p> <ul style="list-style-type: none"> (i) 客戶的姓名、聯絡詳情、投資組合資料、交易模式及財務背景可被用於直接促銷本集團的投資及有關財務產品及服務；及 (ii) 若客戶不願意本公司使用及/或轉送個人資料作直接促銷，客戶可行使其不同意此安排的權利。 <p>3.4 使用資料的時期</p> <p>本公司將會儲存客戶資料不多於有關監管機構的條例、規定及法例的要求。</p>	
附表 2 - 4	<p>客戶的權利</p> <p>根據條例之規定，客戶有權查閱和修正客戶的個人資料。一般來說(除某些豁免外) 客戶賦予的權利；</p> <ul style="list-style-type: none"> (i) 詢問聯營公司是否持有與客戶有關的個人資料； (ii) 在合理的時間內，客戶可查閱其個人資料；公司將以合理的方式及清楚易明的格式回覆客戶，但須收取合理的費用。 (iii) 要求修正客戶的個人資料；及 (iv) 如客戶要求查閱或修正個人資料被拒絕，客戶有權要求說明被拒絕的理由及反對任何該等拒絕。 (v) 反對使用的資料基於以上條款 3.2，然而，反對本公司對以上任何一項的使用將妨礙公司管理帳戶，因此，反對本公司使用資料將被視為要求關閉帳戶。 (vi) 如客戶認為本公司在處理客戶的資料時侵犯任何客戶的權利，可向有關監管機構投訴。 	26/4/2019
附表 2 - 5	<p>披露個人資料</p> <p>當客戶去世後，如客戶的未亡配偶，子女或父母（申請人）向本公司提供由有關政府機構簽發已認證真實副本之死亡證明書，本公司可應申請人要求，披露客戶賬戶餘額和可能要求的其他有關客戶的信息。</p>	26/4/2019



Phillip Bullion Limited

Supplement to the Bullion Client Agreement:

Clause	Amended Content	Implementation Date
19.1	Where the Customer is an Intermediary as defined in the Anti-Money Laundering and Counter-Terrorist Financing (Financial Institutions) Ordinance ("AMLO"), the Customer undertakes the following:	26/4/2019
19.1.1	Maintenance of internal policies, procedures and controls to comply with anti-money laundering/countering the financing of terrorist laws, regulations, and guidelines including performing ongoing monitoring of clients and their transactions;	26/4/2019
19.1.2	Performance of the client due diligence measures specified in section 2 of schedule 2 of AMLO; and	26/4/2019
19.1.3	Provision without delay of the documentary evidence obtained in the course of carrying out client due diligence measures upon request from overseas or local regulators or the Company.	26/4/2019
Sch – 1.4	"Notice, Transaction Statement and Reports" referred to in Clauses 16 of the Bullion Client Agreement respectively may be sent solely by means of Electronic Services if the Customer so consents and such consent can be given initially as indicated in the Account Opening Form or subsequently by Electronic Services. Confirmations delivered by Electronic Services shall be deemed to have been duly delivered at the time of transmission.	26/4/2019
Sch 2 - 1	<p>Definitions</p> <p>"Account" means any one or more accounts now or hereafter opened in the name of the Customer with the Company;</p> <p>"Account Opening Form" means the prescribed document the Customer completes and signs for the opening of an account with the Company;</p> <p>"Associate" means, in relation to the Group, a body corporate which is its subsidiary or affiliated company in Hong Kong or elsewhere including, where appropriate, but not limited to Phillip Securities (Hong Kong) Limited, Phillip Commodities (HK) Limited, Phillip Capital Management (HK) Limited, Phillip Financial Advisors Limited, and Phillip Bullion Limited;</p> <p>"Client Agreement" means the agreement signed between the Customer and the Company, including the Account Opening Form and the various schedules attached, as originally executed or as thereafter from time to time amended or supplemented;</p> <p>"Company" means the corporate body with whom the Customer entered into a Client Agreement;</p> <p>"Correspondent Agent" means anyone who acts as the Company's agent, contractor or third party service provider (whether in Hong Kong or elsewhere) who provides administrative, telecommunications, computer, payment, debt collection or securities clearing, custodian, audit, banking, financing, insurance, risk management, business consulting, outsourcing, customer relationship management, marketing or other services to the Group in connection with the operation of its business;</p> <p>"Customer" means the party whose name, address, and details are set out in the Account Opening Form; and</p> <p>"Instructions" means any instructions or orders communicated by the Customer or its authorized persons to the company.</p>	26/4/2019
Sch 2 - 2	<p>Disclosure Obligation</p> <p>Unless otherwise stated the Customer must supply the personal data requested on the enclosed Account Opening Form to the Company. If the Customer does not supply this data, it will not be possible for the Customer to open an Account with the Company as the Company will not have sufficient information to open and administer the Account.</p>	26/4/2019

Sch 2 - 3	<p>Use of Personal Data</p> <p>3.1 Users All personal data concerning the Customer (whether provided by the Customer or any other person, and whether provided before or after the date the Customer receives the Client Agreement containing this information) may be used by any of the following companies or persons (each, a “User”):</p> <ul style="list-style-type: none"> (i) any member of the Group; (ii) any director, officer or employee or agent of the Group; (iii) any person (such as lawyers, advisers, nominee, custodian etc.) authorized by the Group when carrying out the Customer's Instructions and/or the business of the Group; (iv) any actual or proposed assignee of any rights and obligations of the Group in relation to the Customer; (v) any governmental, regulatory or other bodies or institutions, whether as required by law or regulations applicable to any member of the Group; and (vi) any Correspondent Agent. <p>3.2 Purposes All personal data concerning the Customer may be used by any User for the following purposes:</p> <ul style="list-style-type: none"> (i) processing the Customer's Account opening application; (ii) carrying out new or existing client verification and credit checking procedures and assisting other financial institutions to do so; (iii) ongoing Account administration, including the collection of amounts due, enforcement of security, charge or other rights and interests ; (iv) designing further products and services or marketing a Group product to the Customer. (v) transfer of such data to any place outside Hong Kong; (vi) comparison with the Customer's personal data (irrespective of the purposes and sources for which such data were collected, and whether collected by a User or any other person) for the purpose of: (A) credit checking; (B) data verification; and/or (C) otherwise producing or verifying data which may be used for the purpose of taking such action that a User or any other person may consider appropriate (including action that may relate to the rights, obligations or interest of the Customer or any other person); (vii) providing on the terms of any other agreements and services relating to the Customer; (viii) any purpose relating to or in connection with compliance with any law, regulation, court order or order of any regulatory body; (ix) investigating suspicious transactions; and (x) any other purpose relating to the execution of the Customer's Instructions or in connection with the business or dealings of the Group. <p>3.3 Use of Data in Direct Marketing The Company intends to use and /or transfer the Customer's data to its Associates for direct marketing and the Company requires the consent (including no objection) of the Customer for that purpose. In this connection, please note that:</p> <ul style="list-style-type: none"> (i) the name, contact details, portfolio information, transaction pattern and financial background of the Customer may be used in direct marketing of investment or financial related products and services of the Group; and (ii) if a Customer does not wish the Company to use and /or transfer the Customer's data for use in direct marketing, the Customer may, without charge, exercise the right to opt-out. <p>3.4 Duration of Use The Company shall store the Customer's data for no longer than required under the rules, regulations, and laws of all relevant regulators.</p>	26/4/2019
Sch 2 - 4	<p>Rights of the Customer The Customer has the right to have access to and correction of the Customer's personal data as set out in the Ordinance. In general, and subject to certain exemptions, the Customer is entitled to:</p>	26/4/2019

	<ul style="list-style-type: none"> (i) enquire whether an Associate holds personal data in relation to the Customer; (ii) request access to the Customer's personal data within a reasonable time, at a fee which is not excessive, in a reasonable manner and in a form that is intelligible; (iii) request the correction of the Customer's personal data; (iv) be given reasons if a request for access or correction is refused, and object to any such refusal; (v) object to the use of its data as listed under clause 3.2 above, however the objection to any one of the uses contained therein shall prevent the Company from administering the account. Therefore any objections shall be treated as a request to close the Customer's account with the Company; and (vi) lodge a complaint with a relevant supervisory authority if the Customer considers that the processing of his/her data infringes on his/her rights. 	
Sch 2 - 5	<p>Disclosure of Personal Data</p> <p>Upon the death of the Customer, the Company shall upon the request of the surviving spouse, child, or parent of the Customer (the Applicant) disclose the account balance and such other information concerning the Customer as the Applicant may require if the Applicant provides a certified true copy of the Customer's government issued death certificate to the Company.</p>	26/4/2019