

有關香港個人資料(私隱)條例之說明及釋義

(甲) 客戶明白客戶過去或於日後需要不時應恒富證券有限公司(“恒富”)的要求，向恒富提供客戶之個人資料。為執行本合約之交易，恒富可以要求客戶進一步提供資料。(本附件中之「資料」一詞乃指該等資料)。

(乙) 客戶明白，於「開戶資料表格」中或其他文件要求下，客戶填寫之資料須與客戶向恒富提供之資料相符，否則恒富可能不能為客戶開戶或繼續營運賬戶，或不能為該賬戶進行交易。

(丙) 客戶明白，恒富從客戶獲得之資料，可以提供予以下人士：

- i. 任何恒富集團之成員；
- ii. 任何委託人，而證券或其他資產是以該委託人名義註冊；
- iii. 任何為恒富或其他接觸資料之人士提供行政、資料處理、財政、電腦、電訊、付款或證券結算，財務供應者；
- iv. 恒富以客戶之名義或代客戶等交易之人士，或該等人士之代表；
- v. 本合約之任何受讓人、承讓者、參與者、次參與者、授權人或繼承人；及
- vi. 政府、監管機構或其他團體或機構，不論是按法律規定或是恒富須遵照的有關規則。

(丁) 客戶明白，恒富不時從客戶處獲得之資料，可作下列用途：

- i. 令客戶的交易指示得以生效，及執行客戶之指示；
- ii. 提供有關賬戶之服務，無論該等服務是由恒富提供，或由其他人士提供；
- iii. 查詢或核實客戶之信用狀況，以確定客戶之財政狀況及投資目的，及促使或協助使用其他人能對客戶作同樣之查證；
- iv. 收取到期欠款、行使抵押保證金，或採取其他有利恒富之權利與利益之行動；
- v. 推廣恒富現有及未來之服務或產品；
- vi. 作為恒富紀錄資料之一部份，而該等資料將會被傳閱；

vii. 讓恒富或其他人等遵守有關的法例、監管規則及其他要求；及

viii. 作為以上任何一項或多項有關或附帶之用途。

(戊) 客戶明白，客戶有權要求得該等資料之副本，亦有權更正該等資料。客戶如有此要求，須致函到香港上環德輔道中 308 號 24 樓 2407 室，恒富證券有限公司之個人資料主任。客戶明白，恒富須為此項要求徵收費用。

(己) 客戶明白，當恒富運用此等資料推廣現有及未來之服務或產品時，客戶必須致函恒富要求恒富不收取任何費用而停止資料作此等用途。

NOTES AND EXPLANATION RELATING THE PERSONAL DATA (PRIVACY)
ORDINANCE OF HONG KONG

(a) The Client understands that the Client may have been or may in future be requested to supply personal information from time to time to Master Trademore Securities Limited (“MTSL”) relating to the Client, and in the carrying out of transactions contemplated under this Agreement and further information shall or may be collected by MTSL (all such information is referred to as “data” in this Appendix).

(b) The Client understands that a request for data on the “Account Form” or otherwise shall oblige the Client to complete the same, and any failure so to do may result in MTSL being unable to open or continue the Account, or unable to effect Transactions under the Account.

(c) The Client understands that MTSL may provide data received from the Client to the following persons:-

- (i) any other members of the MTSL;
- (ii) any nominees in whose name securities or other assets may be registered;
- (iii) any contractor, agent or service provider which provides administrative, data processing, financial, computer, telecommunication, payment or securities clearing, professional or other services any member of the MTSL or to any other person to whom data is passed;
- (iv) any person with whom MTSL enter into or propose to enter into transaction on the Client's behalf or account, or persons representing the same;
- (v) any assignee, transferee, participant, sub-participant, delegate, successor or person to whom this Agreement is novated; and
- (vi) governmental, regulatory or other bodies or institutions, whether as required by law, regulations applicable to any other members of the MTSL, or otherwise.

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

- (i) giving effect to the Client’s orders relating to transactions or otherwise, and

carrying out the Client's other instructions,

(ii) providing services in connection with the Account, whether the services are provided by or through, any members of the MTSL or any other person;

(iii) conducting credit enquiries or checks on the Client and ascertaining the Client's financial situation and investment objectives, and enabling or assisting any other persons so to do;

(iv) collection of amounts due, enforcement of security, charge or other rights and interests in favour of MTSL and any members of the MTSL;

(v) marketing existing and future services or products, of any other members of the MTSL;

(vi) forming part of the records of the persons or any member of the MTSL to whom the data may be passed;

(vii) observing any legal, regulatory or other requirements to which any other members of the MTSL or any other persons may be subject; and

(viii) other purposes related or incidental to any one or more of the above.

(e) The Client understands that the Client may request a copy of such data. The Client also understands that the Client may request the correction of the data. Any such request may be addressed to the Data Protection Officer of MTSL at Unit 2407, 24/F, 308 Central Des Voeux, 308-320 Des Voeux Road Central, Hong Kong. The Client understands that a fee shall be charged by MTSL for any such request.

(f) The Client understands that any other members of the MTSL may use the data and supply the Client with information about other services or products of any other members of the MTSL. The Client understands that, if the Client requests, without charge to the Client, any other members of the MTSL to cease to use the data for such purpose, and if the Client so informs MTSL in writing, the data shall be ceased to be so used.