

10LIFE FINANCIAL LIMITED CLIENT AGREEMENT FOR FINANCIAL PLANNING SERVICES
10LIFE FINANCIAL LIMITED理財策劃服務之客戶協議

Effective Date 生效日期: 2022-04-20

The following terms and conditions (as may be supplemented from time to time) apply to financial planning services provided by 10Life Financial Limited ("10Life Financial" or the "Company"), a licensed insurance broker company with Insurance Authority ("IA") (License No. FB1526, eligible to carry on General & Long Term Business (including Linked Long Term Business) and a registered Principal Intermediary with Mandatory Provident Fund Schemes Authority ("MPFA") (MPF Registration no.: IC000928, eligible to engage in MPF sales and marketing activities) situated at 12/F Greatmany Centre, 109-115 Queen's Road East, Wan Chai, Hong Kong.

以下條款及細則（或會不時增補）適用於10Life Financial Limited（「10Life Financial」或「本公司」）提供之理財策劃服務。10Life Financial為保險業監管局（「保監局」）之持牌保險經紀公司（牌照號碼：FB1526，可經營一般及長期業務（包括相連長期業務）），亦為強制性公積金計劃管理局註冊主事中介人（強積金註冊編號：IC000928，可進行強積金銷售及推銷活動）；香港灣仔皇后大道東109-115號智群商業中心12樓。

1. INTERPRETATION 釋義

1.1 In this Agreement, the following words and expressions shall have the meanings set out hereunder unless the context otherwise requires:

在本協議中，除非文義另有所指，否則以下詞彙具有以下涵義：

"Agreement" means this client agreement, including the Application Form and the various schedules, appendices attached hereto, as originally executed or thereafter from time to time be amended or supplemented;

「協議」是指本客戶協議，包括申請表格以及客戶簽定協議相關的多項列表、附屬協議、亦包括其後可不時予以修定或補充的文件。

"Applicable Laws" means all relevant or applicable statutes, laws, rules, regulations, directives, notices and circulars (whether of governmental bodies or authorities or self-regulatory organizations in relation to which 10Life Financial is a member) applicable in Hong Kong or elsewhere;

「適用法例」指適用於香港或任何其他地方的所有相關或適用的法規、法例、規則、規例、指令、通知及通函（不論屬於政府機構或主管當局或10Life Financial是其會員的自我監管機構）；

"Application Form" means the application form provided by 10Life Financial to the Customer in accordance with its general operating procedures for the application by the Customer for Financial Planning Services;

「申請表格」指10Life Financial就客戶申請理財策劃服務而根據其一般運作程序而提供予客戶的申請表格；

"Customer" means the applicant who completed the Application Form in respect of Financial Planning Services provided by 10Life Financial under this Agreement;

「客戶」指填寫本協議下10Life Financial提供的理財策劃服務申請表的申請人；

"Financial Planning Services" means financial planning and/or general and long term (including linked long term) insurance brokerage services and/or Mandatory Provident Fund ("MPF") Schemes services;

「理財策劃服務」指理財策劃及/或一般保險及長期保險（包括相連長期保險）保險經紀服務及/或強制性公積金計劃（「強積金」）服務；

"Financial Products" means insurance products and/or Mandatory Provident Fund (MPF) Schemes;

「金融產品」指保險產品及/或強積金計劃；

"Product Providers" mean insurers and/or Mandatory Provident Fund (MPF) scheme providers;

「產品提供者」保險公司及/或強積金計劃提供者；

"Parties" means 10Life Financial and the Customer;

「各方」指10Life Financial及客戶；

"Financial Advisor" means any licensed Technical Representative and/or Subsidiary Intermediary appointed by 10Life Financial to provide Financial Planning Services to the Customer.

「理財顧問」指任何經10Life Financial委任以提供理財策劃服務予客戶之持牌業務代表及/或附屬中介人；

1.2 Any reference to a statutory provision shall include such provision as may from time to time be modified, amended or re-enacted so far as such modification, amendment or re-enactment applies or is capable of applying to any Financial Planning Services.

任何法定條款的提述應包括可不時予以修改、修訂或重新制定的條款，讓該修改、修訂或重新制定應用於或能夠應用於任何理財策劃服務。

2. SCOPE AND APPLICATION 適用範圍及應用

2.1 The terms and conditions herein shall apply to and govern the relationship between 10Life Financial, together with its parent company 10Life Group Limited and any subsidiaries of the Group (the "Group"), and the Customer in respect of appointment of 10Life Financial to provide Financial Planning Services on a non-discretionary basis in relation to Financial Products under this Agreement.

本協議適用於、並且規管10Life Financial、及其母公司10Life Group Limited及集團任何附屬公司（以下統稱「集團」）與客戶之間有關10Life Financial在非酌情委託之基準被委任就本協議內之金融產品提供理財策劃服務的關係。

2.2 10Life Financial reserves the right to add to, amend or vary any the terms and conditions under this Agreement at any time in its sole and absolute discretion.

Any additions, amendments or variations (the "Amendments") shall take effect and bind each Customer from such date as 10Life Financial may prescribe provided that 10Life Financial gives prior written notice to the Customer by sending the Amendments to the Customer by post, electronic mail or other means as may be agreed by the Customer.

10Life Financial保留權利在任何時間按其唯一及絕對酌情權增補、修訂或修改本協議任何條款及細則，而任何增補、修訂或修改（「修訂」）均由10Life Financial訂明的日期起生效，並對每位客戶具有約束力，前提是10Life Financial須預先書面通知客戶，以郵遞、電子郵件或客戶可能同意的其他形式向客戶寄發修訂。

2.3 The Customer acknowledges that the Customer will be required to make independent decision(s) with respect to any form of dealings in Financial Products. The Customer acknowledges that any financial or investment advice given to the Customer by 10Life Financial shall be based on the particulars and information contained in the Application Form, as may be updated from time to time, and other criteria (including but not limited to disclosures and limitations as disclosed in various documents/ sheets of the Company in which such financial advice is given) as the Company considers appropriate.

客戶確認，客戶須就其就金融產品之任何交易作出獨立決定。客戶確認任何由10Life Financial提供給客戶的理財或投資意見，均根據客戶於申請表中所載的細節及資料（其或許會被不時更新）以及其他被認為10Life Financial是適當的準則（包括但不限於由10Life Financial提供涉及該等理財或保險意見之不同文件/紀錄表內所披露的披露事項及限制）受制。

2.4 In performing its Financial Planning Services under this Agreement, 10Life Financial and its Financial Advisors are acting as the Customer's financial consultant and insurance broker and are not acting as a distributor or dealer on behalf of the Product Provider, issuer, administrator or operator of any Financial Product. In performing its Financial Planning Services under this Agreement, 10Life Financial is acting as the Customer's financial consultant and insurance broker and are not acting as a distributor or dealer on behalf of the Product Provider, issuer, administrator or operator of any Financial Product. In accordance with this Agreement, 10Life Financial is acting as the Customer's financial advisor and insurance broker and is not acting as a distributor or dealer on behalf of the Product Provider, issuer, administrator or operator of any Financial Product. In accordance with this Agreement, 10Life Financial is acting as the Customer's financial advisor and insurance broker and is not acting as a distributor or dealer on behalf of the Product Provider, issuer, administrator or operator of any Financial Product. In accordance with this Agreement, 10Life Financial is acting as the Customer's financial advisor and insurance broker and is not acting as a distributor or dealer on behalf of the Product Provider, issuer, administrator or operator of any Financial Product.

The Customer acknowledges that where any application, claim or other forms, which are required to be completed by the Customer, are being completed or submitted on behalf of the Customer by the Financial Advisor or with the assistance of the Financial Advisor, the Financial Advisor:

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：

a) has informed the Customer that it is the Customer'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;

- 已告知客戶其有責任確保表格或補充證明文件中的資料準確及完整；
- b) upon completing, amending or submitting to the Product Providers concerned any such form, the Customer has granted authority to the Financial Advisor and the Financial Advisor has confirmed the completeness and accuracy of the contents with the Customer; and
在完成、修改或提交有關保險公司的任何表格時，客戶已將其權力授予理財顧問，並且理財顧問已與客戶確認內容的完整性和準確性；
- c) should not submit any such form to the Product Providers concerned if the Financial Advisor reasonably knows the form contains inaccurate information.
理財顧問在得知任何表格內容有不準確資料時，不會向有關保險公司/強積金計劃提供者提交任何表格。
- 2.6 Regarding insurance claims made by the Customer, the Financial Advisor shall (where requested by the Customer) provide reasonable assistance in submitting any claim under an insurance policy which was negotiated or arranged by the Financial Advisor on behalf of the Customer and pass on any relevant information received from the Customer in relation to the claim to the insurer concerned as soon as practicable.
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. PAYMENTS, COMMISSIONS AND REMUNERATIONS 付款、佣金及報酬

- 3.1 10Life Financial does not handle any Customers' monies except for some general insurance applications. All contributions and payments shall be paid directly to the relevant Product Providers together with the necessary forms in relation to the specific Financial Product.
除部份一般保險之申請外，10Life Financial不會處理任何客戶資金。所有應付金額及費用須連同該金融產品的相關表格直接發送到有關的保險公司/強積金計劃提供者。
- 3.2 10Life Financial, its Financial Advisors and/ or any member of the Group will not charge any direct fees for the Financial Planning Services provided to the Customer.
10Life Financial、其理財顧問及/或集團內任何成員將不會就提供的理財策劃服務向客戶直接收取費用。
- 3.3 10Life Financial, its Financial Advisors and/ or any member of the Group may, from time to time, receive or retain commissions and/ or remunerations in connection with the Customers' dealings in Financial Products which are attributable to the Financial Planning Services provided by 10Life Financial. The commissions and/ or remuneration may depend on the Financial Product selected by the Customer, however this does not affect the advice provided by the Financial Advisor to the Customer. The Customer consents that 10Life Financial, its Financial Advisors and/ or any member of the Group in receiving or retaining such commissions and/ or remunerations by proceeding with transactions in connection with this Agreement. Neither the receipt nor the retention of such commissions and/ or remunerations shall be construed as giving rise to any breach of fiduciary duty or equitable duty that 10Life Financial may owe to the Customer.
10Life Financial、其理財顧問及/或該集團內任何成員將不時按其所提供的理財策劃服務之相關金融產品交易而收取佣金及/或報酬。此等佣金及/或報酬或會因應客戶選擇的金融產品而有差異，然而這並不會影響理財顧問向客戶提供之意見。若客戶同意針對本協議進行交易，將構成客戶同意10Life Financial、其理財顧問及/或該集團內任何成員收取佣金及/或報酬。不論是透過收取或是扣留該等佣金及/或報酬，均一定不會被解釋為引起任何違反10Life Financial對客戶所負的受信責任或衡平責任。

4. OTHER REVENUE 其它收入

- 4.1 10Life Financial and/ or any member of the Group may provide consulting, technology, data analytics or other services to Product Providers, Business Partners or Other Licensed Insurance Intermediaries ("Partners"). These services are designed to improve the offering available to our Customer, assist Partners in identifying new opportunities and enhance Partners' operational efficiency. The scope and nature of the services may vary by Partners. The services are not directly related to the Financial Planning Service which the Company provides to the Customer but 10Life Financial and/ or any member of the Group may separately receive commissions and/ or remunerations from Partners for providing such services.
10Life Financial及/或集團內任何成員不時向產品提供者、商業合作夥伴、或其他持牌保險中介人（以下統稱「夥伴」）提供諮詢、技術、數據分析或其它服務。服務的旨在於提高客戶可選的保險服務，幫助夥伴發現新的機會，增強其運營效率。服務的範圍和性質隨夥伴的不同而存在差別。這些服務與提供給客戶的理財策劃服務無直接關係，但10Life Financial及/或集團內任何成員可針對上項服務單獨從夥伴收取佣金及/或報酬。
- 4.2 Where applicable or permitted under the law, the payment received from a particular Partner for services provided in a given period may be a marketing, management or administration fee or it may be based upon the profitability of insurance business placed with that Partner during that period. When providing these services to these Partners, we will always use reasonable endeavors to avoid a potential conflict of interest or disclose such potential conflicts of interest where applicable.
在適用或法律允許的情況下，收取的該等佣金及/或報酬可能包括營銷、管理或行政費用或基於特定時期保險業務安排的盈利情況，此種收入是於特定期間提供給該夥伴之服務的報酬。我們提供上述服務時，將盡合理努力避免利益衝突或向客戶告知該利益衝突的存在可能性。
- 4.3 At the Customer's request, the Company will disclose to the Customer in writing the commissions and/ or remuneration 10Life Financial and/ or any member of the Group receive in respect of Customer's policy. To the extent that such other remuneration cannot be indicated in cash terms, then the Company will explain the basis for its calculation.
客戶若要求，本公司將以書面方式向客戶披露本公司及/或集團內任何成員收取的與客戶的保單有關的報酬。如有無法以現金呈現之報酬，本公司將說明其計算基礎。

5 GENERAL INDEMNITY AND LIMITATION OF LIABILITY 一般除外責任及法律責任的限度

- 5.1 In addition and without prejudice to any other right or remedy which may be available (whether under this Agreement or under Applicable Laws), and in the absence of fraud on the part of 10Life Financial, neither 10Life Financial nor the Group nor their respective officers, servants, agents or employees shall be liable to the Customer in any respect for any Loss suffered by the Customer, including but not limited to any Loss arising out of any of the following:
在任何可得的其他權利或補償之上及在毋須有關權利或補償的原則下（不論是否根據本協議或根據適用法例），且在10Life Financial一方並無作出欺詐行為時，10Life Financial及該集團及彼等各自職員、受僱人、代理和僱員均毋須對客戶蒙受的任何損失（包括但不限於因以下各項而產生的任何損失）承擔責任：
- a) any reliance by the Customer on any information and/ or reports which are incomplete, inaccurate, corrupted, untrue or out-of-date, notwithstanding that such information and/ or reports may or may not have been customized for the use of the Customer, where such information and/ or reports have been prepared, compiled or produced by any Product Providers or any third party, received by 10Life Financial in good faith and forwarded to the Customer; 客戶依據不完整、不準確、訛誤、不真實或過時的資料及/或報告，不論有關資料及/或報告是否為客戶所用而設，而該等資料及/或報告乃由任何保險公司及/或強積金計劃提供者或任何第三方編備、編纂或製作，並由10Life Financial真誠地收到及由10Life Financial轉發予客戶；
- b) any delay, failure, or omission in the execution of instructions originated from the Customer due to any reason beyond the control of 10Life Financial; or 在執行客戶指令時，因任何並非10Life Financial所能控制的理由而造成的任何延遲、失靈或遺漏；或
- c) any act or failure to act, in 10Life Financial's discretion, on relaying, processing, checking or verification of an instruction originated from the Customer.
對於10Life Financial酌情決定就轉交、處理、檢查或核實交易及/或指令下使客戶招致之任何種類之損失。

6 TERMINATION 終止

- 6.1 Either party may terminate this Agreement by giving the other one month written notice.
任何一方如要終止本協議，需向對方發出一個月的書面通知。
- 6.2 Termination of this Agreement shall in no way prejudice or affect any rights 10Life Financial may have against the Customer accruing prior to such termination.
終止本協議不應以任何形式減損或影響10Life Financial對客戶所產生的任何權利。
- 6.3 Notwithstanding Clause 6.1 above, 10Life Financial shall be entitled to terminate or suspend the business relationship with the Customer, immediately and without notice to the Customer, on the happening of any of the following events:

儘管上文第6.1條另有規定，在以下情況下，10Life Financial有權即時及毋須通知客戶而終止或暫停業務關係：

- a) the Customer fails to comply with any of its obligations hereunder;
客戶未能履行其根據本協議規定的責任；
- b) where applicable, the Customer ceases, or threatens to cease, to carry on business;
如適用，客戶停止，或威脅停止業務；
- c) any of the Customer's representations, warranties or statements hereunder or in the Application Form or in any document delivered to 10Life Financial has not been complied with or is incorrect or incomplete in any respect;
客戶在本協議或申請表格或根據任何交付給10Life Financial的文件作出的任何申述、保證或聲明並未有遵從履行或在任何方面乃不正確或不完整；
- d) where 10Life Financial is unable, at any time or from time to time, to provide or to continue to provide its services because of circumstances beyond 10Life Financial's control (including but not limited to the loss of servicing rights).
若10Life Financial於任何時候或不時由於其無法控制之情況而不能提供或不能繼續提供其服務（包括但不限於保單服務權的中止）。

6.4 This Agreement is deemed automatically terminated if 10Life Financial ceased to be an authorized insurance broker. In such an event, 10Life Financial will endeavor to provide the Customer's with insurer's contact information so that the Customer can continue to obtain information on relevant insurance policies. 若10Life Financial不再為持牌保險經紀，本協議也將被視為自動終止。在這種情況下，10Life Financial將盡力為客戶提供保險公司的聯繫方式，以便客戶可以繼續獲取有關保單的資料。

7 JOINT AND SEVERAL LIABILITY 共同及各別的法律責任

7.1 Where an Application Form in relation to this Agreement is signed by more than one person, each person shall be jointly and severally liable for any and all liabilities incurred by any of them in connection with this Agreement and in connection with instructions from and documents executed by any one of such persons.

當有關本協議下之該申請表是由多於一位人士簽署時，則每位人士須負上共同及各別的任何及所有的法律責任，而該等法律責任是由當中任何一位人士就有關本協議所引起；及由該等任何一位人士的指示及所簽立的文件所引起。

8 COMMUNICATIONS 通訊

8.1 The Customer acknowledges and agrees that any communication (including but not limited to the sending of notices, reports, quotations, cover note, or premium debit notes (whichever may be applicable for the relevant Financial Product in question)) to the Customer from 10Life Financial may be sent at any electronic mail or postal address of the Customer last known to 10Life Financial. Any such communication shall be deemed to be received by the Customer (a) if given by electronic mail at the same time it is dispatched; or (b) if given by post two business days after the same has been posted.

客戶確認及同意，10Life Financial 給予客戶的任何通訊（包括但不限於發送通告、報告、報價單、臨時保單或保費繳付通知書（以適用於與相關金融產品有關者））可以電子郵件或郵遞方式發送至 10Life Financial 所知的最新客戶地址。任何有關通訊在以下情況應被視為已獲客戶收訖：（a）如果是電子郵件則被視為在寄發時的同一時間收訖；或（b）如果是郵遞方式傳送，則被視為在郵寄後的兩天工作日收訖。

8.2 Any communications from the Customer to 10Life Financial, whether they are the instructions relating to any of the Financial Planning Services or otherwise, shall be given in accordance with 10Life Financial's general operating procedures.

客戶給予 10Life Financial 的任何通訊不論該等通訊是否與任何理財策劃服務或其他有關的指示，均應當遵循 10Life Financial 的一般運作程序發出。

9 INTERPRETATION AND GOVERNING LAW 詮釋及規管法例

9.1 This Agreement, and the relationship between the Customer and 10Life Financial and the rights and obligations stipulated thereunder, shall be governed by, and be construed in accordance with the laws of Hong Kong. The Customer and 10Life Financial submit to the non-exclusive jurisdiction of the courts of Hong Kong. 本協議、以及客戶與10Life Financial之間的關係及因而附帶的權利和義務，應受香港法例規管及應按其詮釋。客戶及10Life Financial願受香港法院的非專屬司法管轄權管轄。

10 LANGUAGE 語言

10.1 In case of any inconsistencies between the English version and the Chinese version of this Agreement, the Application Form or any other document or notice provided by 10Life Financial to the Customer under or in connection with this Agreement, the English version shall prevail to the extent of such inconsistencies. 若本協議、申請表或10Life Financial根據或就本協議或服務提供給客戶之任何其他文件或通知之中、英文版本有任何歧異，在該等歧異之範圍內，概以英文版本為準。

11 ASSIGNMENT AND NOVATION 轉讓及約務更替

11.1 10Life Financial and/or any member of the Group may assign and/or novate its full or partial rights and obligations in relation to any subject of the assignment, transfer and/or novation of business(es) under this Agreement to giving prior written notice to the Customer. Customer hereby consents to such assignment or novation. Customer may not assign any of his/ her rights and obligations hereunder without first obtaining the consent of 10Life Financial in writing.

10Life Financial及/或該集團內任何成員不時按其所提供的理財策劃服務之相關金融產品而收取佣金及在事先給予客戶書面通知後，可就本協議下任何擬議作為轉讓、出讓及/或更替之業務項目的所有或部分權利及責任轉讓予及/或更替為任何10Life Financial集團成員。客戶特此同意該項轉讓及約務更替。客戶未首先取得10Life Financial的書面同意前，不可將其在本協議下的權利及責任轉讓。

12 CHANGES IN INFORMATION 資料變動

12.1 Each of the Customer and the Company undertakes to promptly inform the other of any material changes in the information provided in or pursuant to this Agreement.

客戶及10Life Financial均承諾將迅速通知另一方任何有關本協議中所提供的資料上的重大變動。

RISK DISCLOSURE STATEMENT

風險披露聲明

Effective Date 生效日期: 2022-04-20

Incorrect Disclosure or Non-disclosure 不正確披露或不披露資料

Regardless of whether the Financial Advisor asks for relevant information, Customer should fully disclose to the Financial Advisor all material facts that may affect the Financial Advisor/insurer's decision including but not limited to the insured's health status, past medical records, and assets. Misrepresentation or omission of material facts will affect the accuracy of the Financial Planning Services provided by the Financial Advisor and the insurer may take further action including but not limited to rescission of the policy for non-disclosure.

不論理財顧問是否問及有關的資料，客戶應向理財顧問完全披露所有可能影響到理財顧問/保險公司決定的真實資料（包括但不限於受保人的健康狀況及過往病歷、資產情況）。虛報或漏報重要事實，會影響理財顧問提供保險策劃服務的準確性，以及保險公司可就沒有披露採取進一步行動（包括但不限於撤銷保單）。

Premium Adjustment 保費調整

The premium may not be guaranteed and the Product Provider reserves the right from time to time to review, vary and significantly increase the premium due to factors including but not limited to the actual age of the insured at the time of renewal, claims experience, and policy persistency.

保費不一定是保證，保險公司保留不時覆核因各種因素，當中包括但不限於受保人於續保時之實際年齡、索償經驗、保單續保率，而調整及大幅增加保費。

Non-payment of Premium 欠繳保費

The Customer should pay the premiums on time within the grace period. If the premium is still unpaid at the expiration of the grace period and the policy has no cash value, the policy will be terminated. If the policy has any loanable cash value, the insurer shall automatically advance the amount of premium due as a loan against such loanable cash value of the policy. Interest will be generated during the loan process. Once the total amount of outstanding loan and interest accrued thereon is equal to or exceeds the loanable cash value of the policy, the policy will be terminated and you may lose all of your benefits.

客戶應在保險公司的繳付期限內準時繳交保費。若在繳付期後仍未繳付保費而保單沒有現金價值，保單可能會被終止。若保單有可作貸款的現金價值，保險公司會自動從該現金價值以貸款形式撥出部份現金以墊繳保費，貸款過程會產生利息，當保單貸款及利息總額相等於或超過保單可貸款的現金價值時，保單將會被終止，而您可能失去全部權益。

Policy Replacement 保單轉保

If Customer purchases a new insurance policy to replace an existing policy. Surrender existing insurance policy, particularly during the early years of the policy period, Customer will usually suffer loss, and may also be subject to withdrawal or surrender charges. In addition, which are the policy features of the existing insurance policy, may not be covered under the new insurance policy due to changes in age, health and occupation of the insured. If Customer surrender the policy or allow it to lapse, the existing insurance policy will no longer provide coverage, and Customer may need to start a new waiting period in respect of certain under the terms and conditions of the new insurance policy.

若客戶購買新的保險保單，並以其取代現有保單，終止現有保險保單，通常會蒙受損失（尤其是在保單早年的時期），終止保單所得到的現金價值可能會少於已支付的總保費，亦可能需承擔因退保/提取保單價值而衍生的費用。並且現有保險保單的部分保障，可能因受保人的年齡、健康狀況及職業等有所轉變，而不包括在新的保險保單的受保範圍內。若客戶就現有保險保單退保或允許其失效，則現有保險保單將不再提供保險，將視乎新的保險保單的條款及細則，某些保障的等候期或需要重新計算。

PERSONAL INFORMATION COLLECTION STATEMENT
個人資料收集聲明

Effective Date 生效日期: 2022-04-20

1. DISCLOSURE OBLIGATION 披露義務

- a) 10Life Financial Limited (“10Life Financial”) are committed to protect the personal information which the Customer provides in accordance with the Hong Kong Personal Data (Privacy) Ordinance (“HKPDPO”).
10Life Financial Limited (「10Life Financial」) 根據香港《個人資料(私隱)條例》之要求致力保護客戶所提供的個人資料。
- b) Unless otherwise stated, the Customer must supply the personal data requested during the account opening processes. If the Customer does not supply this data, it will not be possible for the Customer to open an account with 10Life Financial as 10Life Financial will not have sufficient information to provide Financial Planning Services.
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10Life Financial。假如客戶不提供此等資料, 10Life Financial將沒有足夠資料來為客戶提供理財策劃服務。

2. USERS OF PERSONAL DATA 個人資料之使用者

All personal data concerning the Customer data may be used by the following persons:

有關客戶的所有個人資料將可被任何下列之公司或人士使用:

- a) the Customer’s Financial Advisors;
客戶的理財顧問;
- b) 10Life Financial and/or any of its affiliates or associates;
10Life Financial及/或其任何關聯或聯營公司;
- c) any director, officer or employee or technical representative of 10Life Financial;
10Life Financial的任何董事、職員、僱員或業務代表;
- d) any nominee or custodian in whose name securities or other property may be registered;
可能以其名義登記證券或其他資產之任何代表人;
- e) any contractor, agent or service provider which provides administrative, data processing, financial, computer, telecommunications, payment or securities clearing, lawyers, advisors, professional or other services authorized by 10Life Financial when carrying out the Customer’s Instructions and/or the business of 10Life Financial;
向10Life Financial之任何成員公司或獲傳遞資料之任何其他人士提供行政、數據處理、財務、電腦、電訊、付款或證券結算、律師、顧問、專業或其他服務之任何承辦商、代理或服務供應商; 執行客戶指示和/或從事10Life Financial業務而由10Life Financial金融授權的任何人士;
- f) any actual or proposed assignee of any rights and obligations of 10Life Financial in relation to the Customer;
10Life Financial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;
- g) any governmental, regulatory or other bodies or institutions, whether as required by law or regulations applicable to any member of 10Life Financial; and any government agency, supervisory or other bodies or institutions (not applicable to any 10Life Financial member’s legal or regulatory requirements); and
- h) any third party designated or appointed by the Customer with reasons that are accepted by 10Life Financial.
任何經10Life Financial接納而由客戶指定或委任的第三方。

3. PURPOSES OF INFORMATION COLLECTION 收集個人資料的目的

All personal data concerning the Customer may be used by any user for the following purposes:

客戶的所有個人資料可被任何使用者用於下列目的:

- a) carrying out new or existing client verification and credit checking procedures and assisting other financial institutions to do so;
執行新的或現有客戶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;
- b) ongoing account administration and services in connection with the Customer’s account, including the collection of amounts due, enforcement of security, charge or other rights and interests;
持續客戶賬目管理及服務, 包括收取欠款, 強制執行擔保, 抵押或其他權利和利益;
- c) designing further products and services or marketing existing or future products and services of 10Life Financial to the Customer;
設計提供予10Life Financial的客戶之新產品和服務或現有及日後服務的產品和服務進市場推廣;
- d) forming part of the records of the Customer of 10Life Financial to whom the data may be passed;
組成可能獲傳遞資料之人士或10Life Financial之成員公司之部份記錄;
- e) providing on the terms of any other agreements and services relating to the Customer;
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;
- f) any purpose relating to or in connection with compliance with any law, regulation, court order or order of any regulatory body;
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;
- g) any other purpose relating to the execution of the Customer’s Instructions or in connection with the business or dealings of 10Life Financial; and any other purpose relating to the execution of the Customer’s Instructions or in connection with the business or dealings of 10Life Financial; and
- h) other purposes related or incidental to any one or more of the above.
有關或附帶上述任何一項或多項目的之其他目的。

4. USE OF DATA IN DIRECT MARKETING 在直接促銷中使用資料

- a) 10Life Financial intends to use the Customer’s data in direct marketing and 10Life Financial requires the Customer’s consent (which includes an indication of no objection) for that purpose. In this connection, please note that:
10Life Financial擬使用客戶資料作直接促銷, 10Life Financial為該用途須獲得客戶同意(包括表示不反對)。就此, 請注意:
- (i) The name, age group, contact details (including phone number, residential/ mailing address and email address), products and services portfolio information, transaction pattern and behavior, financial background and demographic data of a Customer held by 10Life Financial from time to time may be used by 10Life Financial in direct marketing;
10Life Financial可能把本公司不時持有的客戶姓名、年齡組別、聯絡資料(包括電話號碼、住址/郵寄地址及電郵地址)、產品及服務組合資料、交易模式及行爲、財務背景及人口統計數據用於直接促銷;
- (ii) The following classes of services, products and subjects may be marketed:
以下類別的服務、產品及促銷標的可作推廣:
- (a) financial, insurance, securities, investment related services and products as well as any associated promotional offers;
財務、保險、證券、投資及相關服務及產品, 以及相關的推廣優惠;
- (b) reward, loyalty or privileges programs and related services and products;
獎賞、客戶或會員或優惠計劃及相關服務及產品;
- (c) services and products offered by 10Life Financial’s co-branding; and
10Life Financial合作品牌夥伴提供之服務及產品; 及

- (d) donations and contributions for charitable and/or non-profit making purposes.
為慈善及/或非牟利用途的捐款及捐贈。

(iii) The above services, products and subjects may be provided or (in the case of donation and contributions) solicited by 10Life Financial and/or: 上述服務、產品及促銷標的可能由10Life Financial及/或下列各方提供或（就捐款及捐贈而言）徵求：

- (a) any Group member;
集團成員；
- (b) third party financial institution, securities and investment services providers;
第三方金融機構、證券及投資服務供應商；
- (c) third party reward, loyalty, co-branding or privileges program providers;
第三方獎賞、客戶或會員、合作品牌或優惠計劃供應商；
- (d) co-branding partners of 10Life Financial and the Group member; and
10Life Financial及其集團成員之合作品牌夥伴；及
- (e) charitable or non-profit making organizations.
慈善或非牟利機構。

(iv) In addition to the marketing the above services, products and subjects itself, 10Life Financial also intends to provide the data described in paragraph 4(a)(i) above to all or any of the persons described in paragraph 4(a)(iii) above for use by them in marketing those services, products and subjects, and 10Life Financial requires the Customer's written consent (which includes an indication of no objection) for that purpose.

除促銷上述服務、產品及促銷標的以外，10Life Financial亦擬將以上第4(a)(i)條所述的資料提供予以上第4(a)(iii)條所述的全部或任何人士，以供該等人士在促銷該等服務、產品及促銷標的中使用，而10Life Financial為此用途須獲得客戶書面同意（包括表示不反對）。

- b) If a Customer does not wish 10Life Financial to use or provide to other persons his/her data for use in direct marketing as described above, the Customer may exercise his/her opt-out right by notifying the Data Protection Officer of 10Life Financial via the below contact details.
如客戶不希望10Life Financial如上述使用其資料或將其資料提供予其他人士作直接促銷用途，客戶可透過下列聯絡資料通知10Life Financial的資料保護專員有關其拒絕促銷的選擇。

5. RIGHTS OF ACCESS AND CORRECTION 查閱和修正的權利

The Customer has the right to have access to and correction of the Customer's personal data as set out HKPDPO. In general, and subject to certain exemptions, the Customer is entitled to:

根據《個人資料（私隱）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）客戶有以下的權利：

- a) enquire whether 10Life Financial holds personal data in relation to the Customer;
詢問10Life Financial是否持有與客戶有關的個人資料；
- b) request access to the Customer's personal data within a reasonable time, at a fee which is not excessive, the Company in a reasonable manner;
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，但可收取合理的費用。
- c) request the correction of the Customer's personal data; and
要求修正客戶的個人資料；及
- d) be given reasons if a request for access or correction of personal data is refused, and object to any such refusal.
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。

6. CONTACT PERSON 聯絡人

If the Customer wishes to request access to and/or correction of personal data concerning the Customer, the Customer should address the request to the Data Protection Officer at 10Life Financial. 如客戶要求查閱和/或修正與客戶有關的個人資料，客戶可向10Life Financial的資料保護專員提出申請。

The Data Protection Officer

12/F Greatmany Centre,
109-115 Queen's Road East, Wan Chai, Hong Kong
Telephone: (852) 3705 1599
Email: cs@10Life.com.hk

資料保護專員

香港 灣仔
皇后大道東 109-115 號 智群商業中心 12 樓
電話：(852) 3705 1599
電郵：cs@10Life.com.hk

In case of any discrepancy between the English and Chinese versions, the English version shall prevail.
如中英文本有任何歧異，皆以英文本為準。

SUPPLEMENTAL AGREEMENT – LINKED LONG TERM BUSINESS
附屬協議 – 相連長期業務

Effective Date 生效日期: 2022-04-20

Where applicable, this Agreement is supplemental to, and forms part of the Client Agreement. Unless otherwise defined herein, terms in the Client Agreement shall have the same meanings when used or referred to herein. Save as specifically amended or superseded by these terms and conditions, the Client Agreement shall continue to have full force and effect. This Supplemental Agreement is only applicable to a Customer who is seeking to enter into linked long-term business insurance policy, which more commonly known as Investment-linked Assurance Scheme (“ILAS”).

如適用，此協議乃附屬於客戶協議，並構成客戶協議的其中一部分。除本文中另有指明之外，客戶協議中所定義的詞彙在此處所運用或論及時，應含有相同的意思。除非條款遭明確修改或替代，否則客戶協議仍然具全面的效力及生效。此附屬協議僅適用於有意訂立相連長期業務（通稱為投資相連壽險計劃（「投連壽險」））的客戶。

Each Customer shall appoint a Financial Advisor as client servicing representative, whose details (including his/ her full name, license number and permitted line of business) shall be documented in the Application Form. The Financial Advisor is authorized by the Customer for negotiating, arranging and providing advice in relation to the ILAS policy.

每個客戶須指定一個理財顧問為客戶服務代表，且該理財顧問的資料（包括全名，牌照號碼以及其可經營的業務系列）應已列明在申請表內。客戶將授權該理財顧問負責有關投連壽險保單的洽談、安排及提供意見。

1. INTERPRETATION 釋義

1.1 In this Agreement, the following words and expressions shall have the meanings set out hereunder unless the context otherwise requires:

在本協議中，除非文義另有所指，否則以下詞彙具有以下涵義：

“ILAS Policy” means a contract of insurance within the definition of Linked Long Term Business; and

「投連壽險保單」指相連長期業務定義下的保險合約；及

“Linked Long Term Business” means to contract of insurance in Class C (Linked long term) of Part 2 of Schedule 1 to the Insurance Ordinance (Cap.41 under Laws of Hong Kong).

「相連長期業務」指《保險業條例》（第41章）附表1第2部類別C（相連長期）的保險合約。

2. NATURE OF BUSINESS AND SERVICES 業務及服務性質

2.1 10Life Financial and its Financial Advisors are acting as the agent of the Customer in terms of negotiating and arranging any ILAS Policy on behalf of the Customer and providing advice to the client in relation to the ILAS Policy.

10Life Financial及其理財顧問均擔任客戶的代理人並以該身份代表客戶洽談及安排任何投連壽險保單，以及就該保單向客戶提供意見。

2.2 The Financial Advisors shall not provide any advice on underlying funds (i.e. those funds or assets to which the value of an ILAS Policy is linked) nor on choosing or managing investment choices under an ILAS Policy.

理財顧問將不會就投連壽險保單項下的基金（即與投連壽險保單的價值相連的基金或資產）及就選擇或管理該保單項下的投資選項提供任何意見。

2.3 The Financial Advisors will not conduct any review on underlying funds in relation to ILAS Policy, save and except for review on respective insurance need, which is generally arranged annually.

理財顧問將不會就相關的投連壽險保單項下的投資選項進行任何定期檢閱，但就相關保險需要而提出的檢閱（一般為年度檢閱）則另作別論。

3. COMMISSIONS AND REMUNERATIONS 佣金及報酬

3.1 The Customer acknowledges 10Life Financial is remunerated for its services by the receipt of commissions paid by Product Providers. The Customer’s agreement to proceed with any transaction shall constitute the Customer’s consent to the receipt of such remuneration by 10Life Financial.

10Life Financial將藉收取保險人支付的佣金，作為其所提供服務的酬金。若客戶同意進行任何交易，將構成其同意10Life Financial收取有關報酬。

3.2 10Life Financial will receive remuneration or commission from the insurers with which the Customer’s insurance business is placed. The gross remuneration or commission varies greatly and may range from a few percentage points on single premium long term or linked long-term regular premium products, to over one hundred percent of the first-year annual premium of long term or linked long-term regular premium products. We may also receive renewal or trail commission on long term or linked long-term products. Renewal or trail commission normally is a few percentage points of the annual renewal premium. Commission is product specific and the above is to provide a general reference.

10Life Financial將收取來自客戶選擇投保的保險公司所發出的報酬或佣金。總報酬或佣金不等，可能為整筆保費投保的長期保險或定期供款的相連長期保險之保費的幾個百分比，至以按年投保的長期保險或定期供款的相連長期保險之首年保費的百分之百或以上。10Life Financial亦可能收取來自長期保險或相連長期保險之續保而產生之佣金或尾隨佣金。佣金多寡是根據產品而釐定，以上資料僅作參考。