

# EBSI Private Signature Account and Club Privé Terms and Conditions

## 1 Signature Account and Club Privé

- 1.1 The Signature Account (as defined below) and Membership (as defined below) Programs are managed and operated by CES Private (HK) Limited (“**CESPHK**”). The terms and conditions and the schedules set out below (“**T&Cs**”) govern the relationship between you and CESPHK in relation to (i) your Signature Account (as defined below), if any and, (ii) your Membership (as defined below), if any.
- 1.2 Upon submitting the application for a Signature Account (defined below) or for Membership (defined below) or for both to CESPHK, you shall be deemed to have accepted the T&Cs as if you were a Client (in respect of the Signature Account (defined below)) or a Member (in respect of Membership (defined below)) at the time of such submission. Notwithstanding the foregoing or anything in the T&Cs or any other document / information (written or otherwise), your application shall be subject to the final approval of CESPHK which may or may not be given by CESPHK in its absolute discretion. Please note that acceptance of your application for Membership (as defined below) is subject to you satisfying the eligibility criteria as set out in paragraph 6.2.
- 1.3 CESPHK may, without notice and without assigning any reason therefor, at any time and from time to time, (i) modify the structure of the Program (as defined below) or any of its associated features; and/or (ii) amend and/or remove any provision of, and/or add any provision to, the T&Cs and/or amend and/or remove any information and/or function available at the Website and/or add any information and/or function to the Website; and/or (iii) terminate or suspend the Program (as defined below) and/or the access to and/or use of the Website (or any part thereof). Any exercise or continued exercise by you of any right in relation to the Program (as defined below), any of the Client and Member Services (defined below) or any part of the Website shall be deemed as your acceptance of any aforesaid amendment, removal or addition. Although CESPHK will use its reasonable efforts to notify you of any material changes in relation to the Program (as defined below) or the T&Cs, it is your sole responsibility to keep up-to-date with any information in respect of the Program (as defined below), the Website and the T&Cs.
- 1.4 To avoid any doubt, notwithstanding the foregoing, CESPHK shall have no liability to notify you of any change to any opinion from any third party on the Website nor shall CESPHK accept any liability howsoever arising from any such opinion or any change to it or any reliance on any such opinion or any change to it. CESPHK or the Supplier shall not be responsible for any cost, fee, expense, loss, damage or liability of any nature, directly or indirectly, resulting from any change, amendment, removal or addition in relation to the Program (as defined below), the Website and/or the T&Cs or any suspension or termination of the Program (as defined below) or of the access or use of the Website (or any part thereof) or failure to or delay in notifying you of any material changes in relation to the Program (as defined below) or the T&Cs. If, at any time, you do not wish to accept the then prevailing T&Cs, you should terminate your Signature Account (if any) and your Membership (if any) in accordance with the T&Cs and immediately cease the exercise or continued exercise by you of any right in relation to the Program (as defined below), any of the Client and Member Services or any part of the Website.
- 1.5 You acknowledge that CESPHK is not a licensed entity under the Securities and Futures Ordinance Cap.571 of the Laws of Hong Kong (as amended from time to time) (“**SFO**”). You understand and acknowledge that CESPHK is only involved in the administration of the Program (as defined below) and does not, and will not operate any regulated activity that falls within the definition of any of the regulated activities under Schedule 5 Part 2 of the SFO which would require CESPHK, or render it necessary for CESPHK, to be licensed under the SFO. You agree to only undertake any investment or other activities regulated under the SFO with an EBSI Company (as defined below) which is licensed under the SFO or any other licensed entity under the SFO. You further agree that it is your responsibility to consider any investment related activities with any EBSI Company (as defined below) (whether undertaken through EBSI Private or not) based on the merits of the investments and without regard to any benefits or services that you are or may be entitled to under or in connection with the Program (as defined below). You acknowledge that CESPHK will be relying on the acknowledgements and agreements that you give under this paragraph and the T&Cs in processing and accepting your application for a Signature Account (as defined below) or Membership (as defined below) and in opening such Signature Account or granting such Membership and maintaining the same.

## 2 Interpretation

- 2.1 These meanings apply to the T&Cs unless the contrary intention appears:

“**Account**” means the Signature Account (if any) and the Membership Account (if any);

“**Active EBSI Account**” means any account, excluding account (where applicable) relating to insurance products or policies, that you hold with an EBSI Company where you have executed at least one trade or undertaken at least one transaction within the last 18 months immediately preceding the relevant Calculation Date;

**“Average Relationship Balance”** refers to either a 30 Day Relationship Balance, 90 Day Relationship Balance, 180 Day Relationship Balance or 365 Day Relationship Balance as applied by CESP HK in the circumstances in its absolute discretion.

**“Authorized Person”** means, in respect of Clients and Members who are companies, each of those persons specified as such in the application form for a Signature Account and/or Membership, or subsequently appointed as such where notice of such appointment has been given to CESP HK pursuant to the T&Cs provided that such notice shall not take effect until 5 days after the actual receipt by CESP HK of it;

**“Benefit Providers”** mean the third parties with whom CESP HK has made arrangements to have their respective products and/or services (excluding financial products and services) offered to you and/or other Clients and/or Members;

**“Calculation Date”** refers to the date of calculation of the relevant criteria in question (for example, Active EBSI Account, your Relationship Balance etc.) to determine your eligibility to apply for or hold a Signature Account or Membership (as the case may be);

**“Cancellation Event”** means any one of the following events: (i) you, your Authorized Person or Designated Person (as the case may be) misuses, or commits any misconduct or fraud, in relation to or in connection with the Program (including without limitation misusing any promotions, incentives or other schemes conducted under the Program to earn Membership Points); (ii) you breach the T&Cs or any other applicable terms and conditions as designated by CESP HK from time to time; (iii) you pass away, you become insolvent, an order is made or a resolution is passed for your winding up, a liquidator, a provisional liquidator, an administrator, administrative receiver, receiver or trustee or other like official is appointed over your property; (iv) you, your Authorized Person or Designated Person (as the case may be) breach any legal or regulatory requirements or commits any indictable offence; (v) you cease to hold an Active EBSI Account; (vi) you do anything which affects or may affect the reputation of CESP HK or any EBSI Company; (vii) if CESP HK considers in its absolute discretion that it is necessary or desirable to terminate or suspend your Signature Account (if any) and/or Membership (if any) in order to protect its interest or any interest of an EBSI Company; or (viii) you become an employee or agent of an EBSI Company.

**“Clawed Back”** has the meaning given to it in paragraph 9.7.

**“Client”** means the person in whose name CESP HK has approved in writing an application for a Signature Account;

**“Client and Member Services”** has the meaning given to it in paragraph 11.1;

**“Club Privé Program”** means the Club Privé program operated by CESP HK;

**“Designated Person”** means, in respect of Clients and Members who are companies, (i) any person who is designated by an Authorized Person as someone who may benefit or enjoy a product or service in relation to any redemption made hereunder and holds a senior management position with the company; or (ii) any other person who CESP HK may agree to from time to time.

**“Eligible Transaction”** means any transaction (excluding any transaction relating to insurance products or policies) that the Client undertakes through EBSI Private and results in an EBSI Company earning a commission;

**“GCR”** means gross commission earned by an EBSI Company in respect of an Eligible Transaction but does not include any commissions or fees from insurance products earned by an EBSI Company. For the avoidance of doubt, if an Eligible Transaction has been initiated by a Non-EBSI Company, the gross commission earned by the EBSI Company means the actual gross commission earned by the EBSI Company in respect of that Eligible Transaction and does not include the portion of the gross commission earned by the Non-EBSI Company;

**“Gold Membership”** means the Gold Membership offering of the Club Privé Program;

**“Hong Kong”** means the Hong Kong Special Administrative Region of the People’s Republic of China;

**“HK\$”** means the lawful currency of Hong Kong;

**“Member”** means the person in whose name CESP HK has approved in writing an application for Membership;

**“Membership”** means Gold Membership and Prime Membership or any other type of membership in the Club Privé Program as specified by CESP HK from time to time and **“Type of Membership”** shall be construed accordingly;

**“Membership Account”** means a Member’s account designated by CESP HK for the purposes of the Club Privé Program;

**“Membership Entitlements”** has the meaning given to it in paragraph 10.1.

**“Membership Point”** means a point awarded to a Member by CESP HK in accordance with the T&Cs;

**“Minimum Amount”** means in respect of each Type of Membership, the minimum Relationship Balance which CESP HK may determine from time to time for the eligibility and continued eligibility for that Type of

Membership. Currently, the Minimum Amount required for Gold Membership is HK\$3,000,000 and for Prime Membership it is HK\$15,000,000;

“**Minimum Requirements**” means the following minimum requirements which you need to satisfy in respect of the relevant Type of Membership:

- (a) You maintain an Average Relationship Balance of at least the Minimum Amount;
- (b) You have met such other requirements as may be specified by CESPHK from time to time.

“**Non-EBSI Company**” means a company or entity that is not an EBSI Company;

“**Payment Details**” has the meaning given to that term in paragraph 11.3;

“**Program**” means the Signature Account Program and the Club Privé Program or as the context may require, any one or more or all of them as appropriate;

“**Prime Membership**” means the upper-tier Membership offering of the Club Privé Program which is called “Prime Membership”;

“**Qualified Client**” means a Client who has achieved a minimum Relationship Balance of HK\$3,000,000 and has met such other requirements (if any) as specified by CESPHK, from time to time, at its discretion;

“**Relationship Balance**” means the sum of the following amounts as of a relevant Calculation Date:

- (a) the net asset value of all stocks, bonds, commodities, structured products, mutual funds and discretionary portfolio management accounts) you purchased through EBSI Private;
- (b) the total cash balance of accounts that you have opened through EBSI Private;
- (c) 150,000 for each Client that you refer that becomes a Qualified Client;
- (d) any other product, event or matter that CESPHK may inform Client in writing (including email) from time to time.

(Note: (i) The amount in paragraph (c) will only be included in the calculation of your Relationship Balance for a period of one year after the date that the Client you referred becomes a Qualified Client. (ii) For accounts or products which you hold in joint names, the amounts referred to above that will be used to calculate your Relationship Balance will be equally split between all joint account holders.)

“**30 Day Relationship Balance**” means the average of the Relationship Balance calculated over a 30 day period immediately preceding the relevant Calculation Date;

“**90 Day Relationship Balance**” means the average of the Relationship Balance calculated over a 90 day period immediately preceding the relevant Calculation Date;

“**180 Day Relationship Balance**” means the average of the Relationship Balance calculated over a 180 day period immediately preceding the relevant Calculation Date;

“**365 Day Relationship Balance**” means the average of the Relationship Balance calculated over a 365 day period or 366 day period for leap years immediately preceding the relevant Calculation Date;

“**Review Date**” means the first day of the relevant month immediately following each successive anniversary of the date your Signature Account or Membership Account (as appropriate) was opened or such other date as CESPHK may determine in its absolute discretion;

“**Service Center**” means the office where the Client and Member Services are provided under the Program;

“**Service Providers**” mean the third parties with whom CESPHK has made arrangements to have their respective products and/or services offered to you and/or other Clients and/or Members;

“**EBSI Company**” means any subsidiary or associated company of China Everbright Securities International Company Limited;

“**EBSI Private**” means the High Net Worth team of China Everbright Securities International Company Limited operating under the EBSI Private brand;

“**Signature Account**” means a Client’s EBSI Private Signature Account designated by CESPHK for the purposes of the Signature Account Program;

“**Signature Account Program**” means the Signature Account program operated by CESPHK;

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“**Statements**” mean the statements regarding the collection of personal data and other data as set out in Schedule 1;

“**Subsidiary**” bears the same meaning given to it under the Companies Ordinance (Cap.622, Laws of Hong Kong) (as amended from time to time);

“**Suppliers**” means Benefit Providers, Service Providers and any other parties (including any EBSI Company) which CESPHK’s Service Centre or any staff member of it may contact or otherwise deal with at the request of a Client or Member in accordance with paragraph 11; and

**"Website"** means the website operated by CESP HK from time to time in relation to the Program which is currently at <http://www.ebshkprivate.com> and <http://www.ebshkclubprive.com>.

- 2.2 For the purposes of the T&Cs, two companies shall be taken to be associated companies if one is a subsidiary of the other, or both are subsidiaries of a third company, and "associated company" shall be construed accordingly.
- 2.3 In the T&Cs, unless the context otherwise requires, terms in the singular shall include the plural and vice versa; references to a person shall include an individual, body corporate or unincorporated body, partnership, trust or other entity; and all references to any particular gender shall include all genders; and references to "day", "month" and "year" are to calendar day, calendar month and calendar year respectively. Headings in the T&Cs are inserted for convenience only and shall be ignored in construing the T&Cs. References to paragraphs and schedules are to the paragraphs of and schedules to the T&Cs respectively.
- 2.4 The T&Cs may be translated into other languages and if there is any conflict or inconsistency between this English version and the translated version, this English version shall prevail.
- 2.5 The T&Cs are divided into the following sections and apply as follows: (i) paragraphs 1, 2 and 11 to 17 (inclusive) and Schedule 1 apply to both Clients and Members; (ii) paragraphs 3 to 5 apply to Clients only; and (iii) paragraphs 6 to 10 apply to Members only.
- 2.6 The words "include", "including", "for example", "e.g.", "such as" or other similar words when introducing an example, do not limit the meaning of the words to which the example relates to that example or examples of a similar kind.

## **Terms and conditions applicable to Signature Account holders**

### **3 General Signature Account conditions**

- 3.1 You must hold an Active EBSI Account in order to be eligible to apply for, and maintain, a Signature Account.
- 3.2 A Signature Account is granted by and accepted at the sole discretion of CESP HK. If you are an employee or agent of an EBSI Company, you are not eligible to open or maintain a Signature Account.
- 3.3 Each Client will be assigned with a Signature Account number that identifies him, her or it.
- 3.4 Signature Accounts are not transferable.

### **4 Signature Account application**

- 4.1 You may apply for a Signature Account by completing and submitting a paper application form to CESP HK.
- 4.2 Once CESP HK accepts your application for a Signature Account, you will be eligible for all benefits, services and products that the Signature Account Program may make available from time to time subject to the T&Cs and other applicable terms as may be designated by CESP HK from time to time. CESP HK may make available different benefits, services and products under the Signature Account Program for Clients who are (i) individuals and for those who are (ii) companies. If you are a company, only an Authorized Person or a Designated Person may benefit from any product or service offered to you under the Signature Account Program.

### **5 Signature Account suspension or termination**

- 5.1 You may terminate your Signature Account at any time by giving written notice to CESP HK.
- 5.2 CESP HK may terminate or suspend your Signature Account or any right in respect of your Signature Account if: (i) a Cancellation Event occurs; or (ii) CESP HK gives you (1) month's written notice to terminate your Signature Account.
- 5.3 If your Signature Account is terminated, all your rights (if any) in respect of your Signature Account accrued up to the time of such termination shall extinguish. On termination of your Signature Account you agree to release and discharge CESP HK or any Supplier from all claims or demands under or in connection with this Agreement (including without limitation claims for negligence), whether arising before or on the date of termination and in each case whether known or unknown to you.
- 5.4 If your Signature Account is suspended, all your rights (if any) in respect of your Signature Account accrued up to the time of such suspension shall be suspended and you shall not be entitled to accrue or enjoy any right, benefit, product or service during the time of such suspension. On suspension of your Signature Account you agree to release and discharge CESP HK or any Supplier from all claims or demands under or in connection with the suspension of your Signature Account (including without limitation claims for negligence or any claim which is based on any product or service offered under the Signature Account Program being unavailable after such suspension), whether arising before or on the date of suspension and in each case whether known or unknown to you. Following suspension, if you subsequently become a Qualified Client again, your Signature Account will not automatically be reactivated. CESP HK may reactivate your Signature Account in its absolute discretion and at any time it deems appropriate.
- 5.5 Notwithstanding anything in the T&Cs, other terms and conditions or any other document / information (written or otherwise), all your obligations and liabilities to CESP HK or any Supplier accrued up to the date of any termination or suspension of your Signature Account as described in this paragraph 5 (as the case

may be) shall not be affected by such termination or suspension (as the case may be) unless CESPHEK or the Supplier (as the case may be) agrees to waive the satisfaction of those obligations or liabilities. Termination or suspension of your Signature Account does not affect the rights of CESPHEK or any Supplier accrued up to the date of termination or suspension.

## **Terms and conditions applicable to Club Privé Members**

### **6 General Membership conditions**

- 6.1 There are 2 different Types of Membership, namely: (i) Gold Membership; and (ii) Prime Membership.
- 6.2 You are eligible to apply for Membership if you hold a Signature Account. You are eligible to apply for
- (a) Gold Membership, if you have met the Minimum Requirements; and
  - (b) Prime Membership, if you have (i) received an invitation for Prime Membership from CESPHEK; and (ii) have met the Minimum Requirements:
- 6.3 Being granted Membership is not by right. CESPHEK reserves the right in its absolute discretion whether to: (i) grant you or upgrade your Membership; (ii) cancel your Membership; or (iii) waive any of the eligibility criteria in respect of any Type of Membership.
- 6.4 If you have qualified for Gold Membership under paragraph 6.2(a) by meeting the Minimum Requirements, then your Gold Membership will be valid for so long as you continue to meet the Minimum Requirements from the date you were last granted Gold Membership
- 6.5 If you have qualified for Prime Membership under paragraph 6.2(b) by meeting the Minimum Requirements, then your Prime Membership will be valid a period of three year from the date you were last granted Prime Membership. After the expiration of thisthree year period, your Membership will be changed to Gold Membership unless CESPHEK decides to extend your Prime Membership by sending you an invitation and you meet the requirements in paragraph 6.2(b) on or before the last day of your Prime Membership.
- 6.6 For the purposes of paragraph 6.4, CESPHEK will assess whether you continue to meet the Minimum Requirements for Gold Membership at the end of each month. For the purposes of paragraphs 6.5, CESPHEK will continue to assess you annually whether you continue to meet the Minimum Requirements for Prime Membership on the date being one year after you were last granted Prime Membership.
- 6.7 CESPHEK will assign each Member with a Membership Number that identifies him, her or it.
- 6.8 Membership is not transferable.

### **7 Membership enrolment**

- 7.1 You may apply for Membership by completing and submitting an appropriate paper application form to CESPHEK.
- 7.2 Once CESPHEK grants you Membership, you will be eligible to use your Membership Points to redeem all the benefits, services and products under the relevant Club Privé Program which are applicable to your Type of Membership. CESPHEK may make available different benefits, services and products under the Club Privé Program for Members who are (i) individuals and for those who are (ii) companies.

### **8 Membership suspension or termination**

- 8.1 You may terminate your Membership at any time by giving written notice to CESPHEK,
- 8.2 Your Membership automatically terminates if you close your Signature Account or your Signature Account is otherwise terminated by CESPHEK.
- 8.3 CESPHEK may terminate or suspend your Membership or any right in respect of your Membership if: (i) a Cancellation Event occurs; or (ii) CESPHEK gives you (1) month's written notice to terminate your Membership.
- 8.4 If your Membership is terminated, all your rights (if any) in respect of your Membership accrued up to the time of such termination shall extinguish. On termination of your Membership you agree to release and discharge CESPHEK or any Supplier from all claims or demands under or in connection with this Agreement (including without limitation claims for negligence), whether arising before or on the date of termination and in each case whether known or unknown to you.
- 8.5 If your Membership is suspended, all your rights (if any) in respect of your Membership, accrued up to the time of such suspension shall be suspended and you shall not be entitled to accrue or enjoy any right, benefit, Membership Points, product or service during the time of such suspension. On suspension of your Membership you agree to release and discharge CESPHEK or any Supplier from all claims or demands under or in connection with the suspension of your Membership (including without limitation claims for negligence or any claim which is based on any product or service offered under the Program being unavailable after your Membership is reactivated), whether arising before or on the date of suspension and in each case

whether known or unknown to you. CESP HK may reactivate your Membership in its absolute discretion and at any time it deems appropriate.

8.6 If CESP HK terminates or suspends your Membership because a Cancellation Event has occurred, CESP HK may, in addition to any rights or remedies CESP HK may have under these T & Cs or at law or in equity, cancel all or any of your Membership Points.

8.7 Notwithstanding anything in the T&Cs, other terms and conditions or any other document / information (written or otherwise), all your obligations and liabilities to CESP HK or any Supplier accrued up to the date of termination or suspension of your Membership as described in this paragraph 8 (as the case may be) shall not be affected by such termination or suspension (as the case may be) unless CESP HK or the Supplier (as the case may be) agrees to waive the satisfaction of those obligations or liabilities. Termination or suspension of your Membership does not affect the rights of CESP HK or any Supplier accrued up to the date of termination or suspension.

## 9 Membership Points

9.1 You will be entitled to earn Membership Points from the date you become a Member in the following manner:

- (a) Number of Membership Points earned =  $1\% \times \text{GCR} \times 8$ ;
- (b) If you refer a Client and that Client becomes a Qualified Client, you will earn 24,000 Membership Points;
- (c) For any accounts you hold jointly with another person, the Membership Points earned will be automatically split in equal proportions amongst the other joint account holders; and
- (d) For any promotions, incentives or other schemes that CESP HK operates or gives from time to time, you will earn such number of Membership Points as proposed and detailed in the corresponding CESP HK marketing material.

9.2 CESP HK may post on the Website or otherwise notify you of any information about how Membership Points may be accrued including, without limitation, what types of transactions may generate Membership Points and if a transaction generating Membership Points is effected for more than one Member, how the relevant Membership Points are to be shared. Any aforesaid information may be changed by CESP HK, at any time and from time to time, in its absolute discretion without notice and without assigning any reason therefor and without incurring any liability whatsoever to you, any other Member or any third party. Notwithstanding any aforesaid information or any other document / information (written or otherwise), the number of Membership Points to be added to or deducted from your Membership Account shall, in each case, be determined by CESP HK and such determination shall be final, conclusive and binding on you. Without prejudice to the foregoing, if an incorrect number of Membership Points is added to or deducted from your Membership Account, CESP HK's only liability shall be to deduct from the Membership Account that incorrect number and then add to your Membership Account the correct number of Membership Points. CESP HK shall be entitled to adjust the number of Membership Points in your Membership Account at any time and from time to time without any liability whatsoever to you, any other Member or any third party.

9.3 Membership Points are not convertible into cash or any other form of payment, and are only for use within the Program as consideration in exchange for the services and/or the products designated by CESP HK and offered under or via the relevant Club Privé Program but subject to the T&Cs and other applicable terms as designated by CESP HK from time to time, and except as provided in paragraph 9.4, Membership Points are not transferable in any way.

9.4 Subject to paragraph 9.2, it may take four (4) to eight (8) weeks after the completion of a transaction which may generate Membership Points for the relevant Membership Points (if any) to be credited to your Membership Account. Your Membership Points will expire on the date being each 30 June which is at least two (2) years after the date they were first credited to your Membership Account. Transferring your Membership Points to another Member does not extend this validity period.

9.5 You may transfer your valid Membership Points to another Member but each such intended transfer shall be: (i) subject to CESP HK's final approval which may or may not be granted in CESP HK's absolute discretion and without the necessity to give any reason therefor and if granted, the said approval may be given with or without further conditions including, without limitation, the number of your valid Membership Points allowed to be transferred and subject to CESP HK's absolute discretion to determine which of your valid Membership Points are to be transferred, it will normally be your oldest but valid Membership Points to be transferred first; and (ii) subject to a payment by you of a transfer fee which is 10% of the number of the valid Membership Points allowed to be transferred or the equivalent cash amount (in HK\$ only) calculated on the basis of HK\$1 for 8 valid Membership Points allowed to be transferred. Subject to the foregoing provisions of this paragraph 9.4, the transfer fee for an intended transfer must be at least 2,000 valid Membership Points or HK\$250 ("**minimum transfer fee**") and CESP HK may, in its absolute discretion, at any time and from time to time, change the minimum transfer fee. You may also use such combination of valid Membership Points and cash (in HK\$ only) as allowed by CESP HK in its absolute discretion for the

payment of the relevant transfer fee. In respect of each such transfer, CESP HK may waive the relevant transfer fee and/or the deduction of any Membership Points in its absolute discretion.

9.6 Risk in respect of theft, or unauthorized or fraudulent redemption associated with any Membership Point passes to the relevant Member immediately at the time such Membership Point is accrued in such Member's Membership Account. Under no circumstances is CESP HK liable for any direct, indirect or consequential loss or damage, howsoever caused (including in negligence or otherwise), that you may sustain as a result of any theft or unauthorized or fraudulent redemption.

9.7 If any commission or other amount earned by an EBSI Company in relation to an Eligible Transaction or any promotion, incentive or scheme (if applicable) is cancelled, refunded or otherwise not earned ("**Clawed Back**"), CESP HK will be entitled to: (i) in respect of an Eligible Transaction, cancel 0.24 Membership Points for every HK \$1 of commission Clawed Back, rounded down to the nearest integer; or (ii) in respect of any promotion, incentive or scheme (if applicable), cancel, at the absolute discretion of CESP HK, any or all the Membership Points earned as a result of such promotion, incentive or scheme; or (iii) if you do not have a sufficient number of Membership Points for CESP HK to cancel, you agree to pay CESP HK HK \$1 for every 8 Membership Points which should have been cancelled but for the shortfall.

## **10 Membership Entitlements, Redemptions and Benefits**

10.1 CESP HK may post on the Website or otherwise notify you of any information about the entitlements of the different Types of Memberships ("**Membership Entitlements**") from time to time.

10.2 CESP HK may in its absolute discretion from time to time: (i) determine what these Membership Entitlements will be; (ii) determine any matter in connection with these Membership Entitlements; and (iii) amend or terminate any Membership Entitlements, without notice to you and without assigning any reason therefor and without incurring any liability whatsoever to you, any other Member or any third party.

10.3 A Member may redeem his/her/its accrued Membership Points for any products and/or services then designated by CESP HK and under or via the relevant Club Privé Program but subject to the T&Cs and other applicable terms as designated by CESP HK from time to time including, without limitation, the terms and conditions applicable to the redemption of such products and/or services. You agree that the terms and conditions for any redemption may be changed by CESP HK at any time(s) and without prior notice, without assigning any reason therefor and without incurring any liability whatsoever to you, any other Member or any third party. If there is any dispute as to any redemption, CESP HK's determination in relation to such dispute shall be final, conclusive and binding on you and all related parties.

10.4 Any redemption may be arranged through the Service Centre. Any product or service available under or via the Program cannot be exchanged for cash or any other form of payment. Any redemption is also subject to the availability of that product or service. Any information about any redemption program or any product or service available under or via the relevant Club Privé Program (including, without limitation, related terms and conditions of that product or service) may be posted on the Website and/or provided in any promotional material and/or other documents and any such information may be amended by CESP HK at any time and from time to time without notice and without assigning any reason therefor and without incurring any liability whatsoever to you or any other Member or any third party. Further, CESP HK may, in its absolute discretion, at any time, without notice, without assigning any reason therefor and without incurring any liability whatsoever to you or any other Member or any third party, withdraw or suspend any redemption program or refuse any particular redemption, whether confirmed or not.

10.5 After written confirmation by CESP HK of a redemption requested by you, (i) CESP HK may issue you with a voucher (if required) for presentation to the relevant Supplier for such redemption, and such voucher will contain, amongst other things, the terms applicable to and binding on you including, without limitation, the expiry date after which such voucher will not be valid for redemption, and (ii) CESP HK may issue you with a statement setting out the relative number of Membership Points which will be deducted from your Membership Account. If a voucher is issued, you agree that the terms contained in such voucher may be changed by CESP HK at any time and without prior notice, without assigning any reason therefor and without incurring any liability whatsoever to you, any other Member or any third party. If there is any dispute as to any term or other information contained in any voucher, CESP HK's determination in relation to such dispute shall be final, conclusive and binding on you and all related parties. If CESP HK has stated in the voucher the expiry date on or before which you are to collect a product or use a service from the relevant Supplier and you have not done so, CESP HK may reclaim, redeem, cancel, sell or transfer such product or service with or from the Supplier as it sees fit in its absolute discretion.

10.6 Subject to paragraph 9.2, Membership Points once deducted from your Membership Account following any redemption shall not in any circumstances be restored to your Membership Account.

10.7 You shall be solely responsible for the care and safekeeping of each voucher issued to you for a confirmed redemption and any such voucher will not be reissued.

10.8 Any matter, claim or complaint in respect of any product or service provided by any of the Suppliers should be directed to the relevant Supplier and CESP HK may at its absolute discretion provide reasonable assistance to you.

- 10.9 The Suppliers shall be responsible for the obtaining and maintenance of such appropriate licenses and authorizations as may be required for the particular products and/or services they respectively provide, and CESP HK shall not be liable for any cost, fee, expense, loss, damage or liability of any nature, directly or indirectly, arising from any such license or authorization or any failure to obtain or maintain, or delay in obtaining or maintaining of, the same.
- 10.10 You acknowledge that CESP HK does not, expressly or impliedly, recommend, approve or endorse, or give any undertaking or warranty as to, any service or product available under or via the Program. You shall make your own judgments and decisions independently without reliance on CESP HK or any employee or agent of it in your decisions in relation to any such service or product.
- 10.11 If you are a company, only an Authorized Person or a Designated Person may benefit from any product or service which you have redeemed or for which has been redeemed on your behalf by an Authorized Person.
- 10.12 All the services and products redeemed under a Club Privé Program must be only used by you or if you are a company, by an Authorized Person or a Designated Person. No resale to or use by any third party of any such service or product is allowed.
- 10.13 CESP HK may, from time to time, offer certain Membership benefits to any Members with or without any deduction of Membership Points but each said offer shall be subject to the T&Cs and such other applicable terms and conditions as designated by CESP HK from time to time (including, without limitation, payment of a certain amount to get the relevant Membership benefits).

## **Terms and conditions applicable to Signature Account holders and Club Privé Members**

### **11 Service Center**

- 11.1 CESP HK shall provide you with access to such customer care services in relation to the relevant Program as designated by CESP HK from time to time ("**Client and Member Services**"), including answering your queries about the operations of the Program, any redemption program under the Club Privé Program and Membership Points through the Service Center. CESP HK may in its absolute discretion, at any time and from time to time, without notice, without assigning any reason therefor and without incurring any liability whatsoever to any Client, Member or third party, change the customer care services available through the Service Center. You acknowledge and agree that telephone calls to and from the Service Center may be monitored or recorded for training and quality control purposes.
- 11.2 Where you use any product or service provided by any of the Suppliers, that Supplier's specific terms and conditions (if any) shall apply to and be binding on you and you shall be solely responsible for obtaining from, and complying with, that Supplier's specific terms and conditions. Notwithstanding anything in the T&Cs, other terms and conditions or any other document / information (written or otherwise), you acknowledge that you do not rely on, and CESP HK expressly disclaims, any or all undertakings, representations and warranties, express, statutory or implied, with respect to or in connection with any product or service provided by any Supplier including, without limitation, any implied undertakings, representations or warranties as to merchantability, fitness for a particular purpose, of title, that there is no infringement of any third-party right or interest in relation to any product or service provided by any of the Suppliers, or that the Suppliers will exercise any due care and skill in providing any such product or service. Under no circumstances is CESP HK liable for any direct, indirect or consequential loss or damage, howsoever caused (whether arising out of contract, tort, negligence, breach of statutory duty or otherwise), that you may suffer or sustain from or in connection with: (i) any use of any product or service provided by any of the Suppliers to you; (ii) any failure to provide, delay in providing, any such product or service or any act or omission of any Supplier; or (iii) your act or omission (including, without limitation, your failure to obtain or delay in obtaining the specific terms and conditions mentioned above) whether or not such act or omission constitutes a breach by you of the T&Cs or other applicable terms.
- 11.3 If the Client and Member Services requested by you involve the ordering of a product or service you may be required to provide the relevant details for payment, including but not limited to your credit card or specific cheque payment details ("**Payment Details**"). You hereby authorize CESP HK to: (i) disclose to the relevant Supplier, its agents and employees and all related third parties such Payment Details and (ii) to use such Payment Details; for the purposes of ordering the relevant product or service, paying the relevant Supplier, proving any payment to the relevant Supplier and for any other purpose related to any of the aforesaid purposes.
- 11.4 If the Client and Member Services requested by you involve the procurement or provision of a product or service that incurs a handling charge, you shall have to pay the handling charge to CESP HK prior to the provision of the relevant Client and Member Services.
- 11.5 Once ordered, you shall not be entitled to cancel any product or service from the relevant Supplier unless otherwise agreed by the relevant Supplier.
- 11.6 Each staff member of the Service Center shall use reasonable endeavors to provide the Client and Member Services with reasonable care and skill and, as far as reasonably possible, in accordance with your or your Authorized Person's requests and instructions from time to time. Any information or suggestion which may

be given by any staff member of the Service Center during the provision of the Client and Member Services (whether at your request or not) shall not, and shall not be deemed to, constitute a representation or recommendation from him/her or from CESP HK. You shall make your own judgements and all decisions independently without reliance on any staff member of the Service Center or CESP HK and CESP HK shall not be liable for any cost, fee, charge, expense, loss, damage or liability of any nature, directly or indirectly, in connection with or arising out of any such reliance (if any).

- 11.7 You shall pay or reimburse all expenses and fees incurred by CESP HK as a result of its acting on your request or instruction.
- 11.8 Any request or instruction given by you or your Authorized Person, as the case may be, shall be deemed to be given by you. You agree to accept full responsibility and shall not later challenge any request or instruction given by your Authorized Person.
- 11.9 For any request or instruction, you will need to quote your name and the relevant Signature Account or Membership number. If any request or instruction is given by your Authorized Person, he or she will need to quote his name and the relevant Signature Account or Membership number. CESP HK may but shall not be under any duty to verify the identity of any person giving such instruction or request and CESP HK shall be entitled (but not be obliged) to act on the same and rely on its belief that such request or instruction was emanated from you or your Authorized Person.
- 11.10 Notwithstanding anything to the contrary contained in the T&Cs, other terms and conditions or any other document / information (written or otherwise), CESP HK reserves the right to, at any time and from time to time, refuse to act on any of your or your Authorized Person's requests or instructions.
- 11.11 Notwithstanding anything in the T&Cs, other terms and conditions or any other document / information (written or otherwise), you acknowledge that (i) in respect of any good or service supplied by a Supplier, CESP HK or its staff members at the Service Centre shall not in any way be deemed to supply or offer to supply such good or service, or to make any invitation, statement, representation or recommendation (written or oral) in relation to such good or service (including, without limitation, any trade description as defined by the Trade Descriptions Ordinance, Cap.362 of the Laws of Hong Kong, from time to time), by virtue of CESP HK's performance of the T&Cs or other applicable terms and conditions; and (ii) CESP HK shall, under no circumstances, be, or be deemed as, an agent of any Supplier.

## **12 Website**

- 12.1 CESP HK may make available the Website or particular sections of the Website exclusively for access and use by Clients and/or Members and/or particular types of Members subject to the terms and conditions applicable to the access to and use of the Website or those particular sections of it and the aforesaid terms and conditions can be found on the Website and may be amended by CESP HK at any time and from time to time, without notice, without assigning any reason therefor and without incurring any liability whatsoever to you, any other Client or Member or any third party. The aforesaid terms and conditions (including all amendments thereto) shall be an integral part of, and shall be deemed incorporated into, the T&Cs and be binding on you.
- 12.2 You or your Authorized Person may obtain access to and use of the Website (or any part of it) in relation to your Signature Account (if applicable) and Membership (if applicable) through a combination of the username and password that you select as part of your application process for a Signature Account and/or Membership (as the case may be). You shall be solely responsible for maintaining the confidentiality of your selected username and password and you agree to notify CESP HK immediately if you believe that there has been any breach of security (e.g. the unauthorized use of your username or password).

## **13 Communication**

- 13.1 Any document, information, notice or communication to be given to you shall be in writing and may be sent by ordinary post to your address stated in your application for a Signature Account and/or Membership or by facsimile transmission or electronic means to the fax number or email address stated in your application for a Signature Account and/or Membership (or to such other address, fax number, or email address as subsequently notified by you or your Authorized Person in writing in accordance with this paragraph 13.1) and any such document, information, notice or communication may also be posted on the Website. Any document, information, notice or communication so given shall be deemed to have been received by you forty-eight (48) hours after dispatch if sent by post or immediately at the time of transmission if sent by facsimile or electronic means or at the time of posting on the Website if posted on the Website.
- 13.2 You consent, and agree to arrange for consent of each of your Authorized Persons, that any document, information, notice or communication (whether in original form or not) may be given or presented to or exchanged with you or each of your Authorized Persons (as the case may be) electronically on, via or over the Internet or the Website (or any part of it) or by any other electronic means. Any document, information, notice or communication so given or presented to or exchanged with you or each of your Authorized Persons as aforesaid shall be deemed to have been received by you immediately at the time of transmission or posting (as the case may be).
- 13.3 In all cases if any notice or communication of whatsoever nature is given or delivered to CESP HK, it shall only be deemed to have been given or delivered to CESP HK on the day of actual receipt by it. Any notice

you deliver to CESPHK must be in writing, in English addressed to CES Private (HK) Limited, 19/F, Lee Garden Five, 18 Hysan Avenue, Causeway Bay, Hong Kong or such other address as CESPHK may subsequently notify from time to time.

- 13.4 CESPHK shall be entitled to rely on and to act as it thinks fit in accordance with any instructions given or purportedly given by you or on your behalf which CESPHK believes in good faith to have been given by you or your Authorized Person.

#### **14 Indemnity**

- 14.1 You shall on demand indemnify and hold harmless CESPHK from and against all liabilities, claims, costs, expenses and damages of any kind which may be reasonably suffered or incurred by CESPHK, directly or indirectly, arising out of or in connection with your or your employees, agents, Authorized Persons or Designated Persons' access to, use of and/or participation in: (i) the Program, the Website (or any part of it), the Client and Member Services, any service, product or event made available, obtained or arranged via or on the Program, the Website and/or the Service Center; or (ii) any act omission, negligence or fault of you, your employees, agents, your Authorized Persons, your Designated Persons or any guests of any Authorized Person or Designated Person during or in connection with any service, product or event provided or supplied by a Supplier for the Program to you, your Authorized Persons, your Designated Persons or any guests of any Authorized Person or Designated Person; whether or not constituting a breach of the T&Cs or other applicable terms of CESPHK or a Supplier.

#### **15 Statements regarding the collection of personal data and other data**

- 15.1 You acknowledge receipt of, and understand and agree to, the terms of the Statements regarding the collections of personal data and other data (as set out in Schedule 1). Please also visit <http://www.ebshkprivate.com/en/privacy.html> or <http://www.ebshkclubprive.com/en/privacy.html> for further details of CESPHK's general Privacy Policy Statement. Where CESPHK collects personal data from your Authorized Person or Designated Person or any other individuals who have supplied personal data to CESPHK through you, you agree to provide them with a copy of Schedule 1, refer them to <http://www.ebshkprivate.com/en/privacy.html> or <http://www.ebshkclubprive.com/en/privacy.html> and ensure that those individuals agree with the provisions in Schedule 1 and CESPHK's general Privacy Policy Statement.

#### **16 General**

- 16.1 Save as expressly agreed by CESPHK in writing, no failure to exercise, or delay in exercising, on the part of CESPHK, any right, power or privilege under the T&Cs or other applicable terms and conditions shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power or privilege preclude any other or further exercise thereof, or the exercise of any other right, power or privilege. No waiver by CESPHK shall be effective unless it is in writing. The rights and remedies of CESPHK are cumulative and not exclusive of its rights and remedies provided by applicable laws.
- 16.2 Neither CESPHK nor any Supplier shall be liable for any delay in the performance of or failure to perform any of their respective obligations hereunder ("**Affected Obligation**"), if such delay or failure results from the occurrence of any event or circumstance whatsoever not reasonably within the relevant party's control. In such case, the remaining obligations shall continue in full force and effect and the Affected Obligation shall be performed as soon as legally and practicably possible after the cessation of such event or circumstance.
- 16.3 If any provision of the T&Cs shall be prohibited by law or adjudged by a court to be unlawful, void or unenforceable such provision shall to the extent required be severed from the T&Cs and rendered ineffective as far as possible without modifying the remaining provisions of the T&Cs and shall not in any way affect any other circumstances of or the validity or enforcement of the T&Cs.
- 16.4 No amendment to the T&Cs shall be valid unless issued by CESPHK.

#### **17 Law and jurisdiction**

- 17.1 The T&Cs shall be governed by and construed in all respects in accordance with the laws of Hong Kong and you hereby irrevocably submit to the exclusive jurisdiction of the courts of Hong Kong.

**Schedule 1 –  
Statements regarding the collection of personal data and other data  
("Statements")**

1. From time to time, it shall be necessary for you to supply CESP HK with data (including "personal data" as defined in the Personal Data (Privacy) Ordinance (Cap.486 of the Laws of Hong Kong) as amended from time to time and Payment Details) in connection with the establishment or continuation of accounts or the provision of services by CESP HK and generally your relationship with CESP HK in Hong Kong. This may include but will not be limited to information obtained in relation to your identity (name, date of birth, passport/identity card number, address(es), marital status, education level and employment information), as well as information collected for the purposes of ascertaining Client's financial profile, risk appetite, income (including sources of income) and net worth. Failure to supply, or to allow CESP HK to use or disclose, such data may result in CESP HK being unable to provide, or continue to provide any of the above facilities or services to or for you in Hong Kong or elsewhere. For the purpose of this Schedule 1, references to "you" or "your" will include any of your Authorized Persons, any Designated Persons and other individuals who have supplied any personal data to CESP HK in connection with an Account, Membership or the Program (including in the application form for an Account and Membership, via the Service Center or via the Website). China Everbright Securities International Company Limited, together with its subsidiaries and associated companies shall be referred to as "EBSI Group" or "Group".
2. The purposes for which data may be collected, used and/or disclosed by CESP HK (whether before or after the termination of your relationship with CESP HK) are set out as follows:
  - 2.1 The processing of applications for, and daily operation of services provided to you or to other persons for whom you acts as guarantor or for whom you provide third-party security including but not limited to the processing of your application for a Signature Account or Membership;
  - 2.2 For identification and verification purposes;
  - 2.3 The provision of any services to you whether through CESP HK, an EBSI Company or any other third parties (including the provision of any Client and Membership Services);
  - 2.4 The operation of the Program including, without limitation, loyalty or rewards tracking, delivery of products and services in connection with the Program, on-going research and program development and delivering news and information to you;
  - 2.5 Customer relationship management (including but not limited to the Program, any loyalty programs or privileges and rewards schemes and providing any update in respect of the Program, e.g., information about any new Supplier or any new service or product);
  - 2.6 For reference and records in connection with the Signature Account or Membership;
  - 2.7 Ordering any product or service pursuant to your instructions to the Service Center, paying the relevant Supplier or providing any payment to the relevant Supplier or for any other purpose related to or incidental to carrying out your instructions to the Service Center;
  - 2.8 The performance of any obligation in accordance with the T&Cs and other applicable terms as designated by CESP HK from time to time;
  - 2.9 Conducting, seeking or obtaining credit checks, matching procedures, data verification, due diligence and risk management;
  - 2.10 Assisting other financial institutions to conduct credit checks and collect debts;
  - 2.11 Ensuring the on-going creditworthiness of a Client, Member or any surety ;
  - 2.12 Maintaining the credit history of a Client, Member or any surety for present and future reference;
  - 2.13 Improving, enhancing, designing or launching existing or new financial services or related products for Client's use (including, where appropriate, providing Client with financial advice) or member services;
  - 2.14 If Client has consented (including an indication of no objection) to the use of Client's or Member's personal data for direct marketing purposes by members of the Group and/or entities outside the Group in the application form for an Account and Membership or otherwise, marketing the following goods, products, services and facilities :
    - (a) Financial services;
    - (b) Related investment products;
    - (c) Financial and investment advice;
    - (d) Client relationship management services (including but not limited to the Program and any Club Privé benefits, rewards, activities or services);
    - (e) Client credit protection and maintenance services; or

- (f) Any other related goods, products or services that CESP HK or a member of the Group may develop under paragraph 3.7 of this Schedule, unless Client instructs CESP HK otherwise, and seeking or obtaining the same;
- 2.15 Determining the amount of indebtedness owed to or by you or any surety;
- 2.16 Collecting of amounts outstanding from you or any surety;
- 2.17 Meeting any requests or requirements to make disclosure under applicable laws and/or regulatory requirements (whether mandatory or not) ;
- 2.18 Enabling an actual or proposed assignee of CESP HK in connection with merger, amalgamation, reconstruction or otherwise to evaluate the transaction intended to be the subject of the assignment;
- 2.19 Any other purpose disclosed in any website of CESP HK or a member of the Group from time to time;
- 2.20 Commencing, defending or otherwise participating in any legal or administrative proceedings or inquiry before any court or competent authority;
- 2.21 Satisfying any requirements under the codes on takeovers and mergers and share repurchases issued by the SFC (as amended from time to time) and/or any other applicable Laws and/or Regulatory Rules in relation to takeovers in Hong Kong and/or any part of the world;
- 2.22 Seeking or obtaining administrative, telecommunications, computer, payment, debt collection or securities clearing, custodian, audit, banking, financing, insurance, business consulting, outsourcing, or other services to CESP HK in connection with the operation of its business;
- 2.23 For such protection of the rights and property of CESP HK or any EBSI Company as CESP HK considers in good faith necessary or desirable; and
- 2.24 Any other lawful purpose directly or indirectly relating or incidental to any of the above.
3. Data held by EBSI HK relating to you, any surety, your Signature Account, your Membership, and any products or services made available to you under or in connection with the Program or the Service Center shall be kept confidential but CESP HK may, at its sole discretion, provide such information to the following persons for direct marketing purposes (where consented (including an indication of no objection) by Client) or any other purposes permitted by this Schedule:
- 3.1 Any 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 CESP HK or an EBSI Company in connection with the operation of its business (including without limitation, the operation of the Program, the Service Center and the Client and Member Services);
- 3.2 Any branch or office of CESP HK or any member of the Group, whether in Hong Kong or elsewhere;
- 3.3 Any Supplier or any of their respective relevant employees or agents or designated contractors, whether in Hong Kong or elsewhere;
- 3.4 Any person acting or proposing to act as surety;
- 3.5 Any person under a duty of confidentiality to CESP HK (or any member of the Group) or who has undertaken to keep such information confidential;
- 3.6 Any financial institution with which Client has or proposes to have dealings;
- 3.7 Credit reference agencies and, in the event of default, to debt collection agencies;
- 3.8 The drawee bank providing a copy of a paid cheque (which may contain information about the payee) to the drawer;
- 3.9 Any actual or proposed assignee or transferee of CESP HK or any EBSI Company;
- 3.10 Any person or entity who has established or proposes to establish any business relationship with CESP HK, any EBSI Company or the recipient of the data; and
- 3.11 Any person in accordance with applicable laws or regulatory requirements including through or pursuant to any rules, judgment, decision or ruling of the courts, arbitral tribunals, Financial Dispute Resolution Centre Limited, governmental, regulatory or other bodies or institutions, whether as required by the applicable laws or regulatory requirements that are applicable to any member of the Group, or otherwise, or any company issuing a notice under section 329 of the Securities and Futures Ordinance.
4. You agree that data may be transferred overseas pursuant to the provisions of these Statements.
5. You acknowledge and accept the risks that the information disclosed pursuant to these Statements may be subject to further disclosure by the recipient to other parties in accordance with the laws of the country in which the recipient is located. Such laws may be wider in scope and implemented under less restrictive terms than would otherwise be the case in Hong Kong due to difference in applicable laws and regulations.
6. You agree to allow CESP HK, without further reference to or consent from you, to disclose any data described in these Statements for the purposes and to those persons as set out in these Statements and to

use and transfer such data pursuant to these Statements and the T&Cs.

7. Where you supply CESP HK with any data (including personal data), you represent and warrant to CESP HK that you have taken all action necessary to authorize the disclosure of such data to CESP HK and the use and transfer by CESP HK of such data pursuant to these Statements and the T&Cs.
8. You may request to ascertain whether CESP HK holds your personal data and CESP HK's policies and practices in relation to personal data. Further, you may request access to and correction of your personal data. You also have the right to be informed about the kind of personal data held by CESP HK and which items of data CESP HK routinely discloses to credit reference agencies, and to be provided with further information to enable the making of a data access and correction request to the relevant credit reference agency. Any requests should be made in writing with fourteen (14)-day advance notice to the Data Privacy Officer, CES Private (HK) Limited, 33/F, Everbright Centre, 108 Gloucester Road, Wan Chai, Hong Kong or such other address as CESP HK may subsequently notify from time to time. CESP HK may charge a reasonable fee for processing any data access request.
9. Where CESP HK or any EBSI Company grants any credit facilities to you or to another person for whom you acts as guarantor, in the event that you or the borrower defaults in repayment for a period exceeding sixty (60) days or such other period as prescribed by the laws or the relevant regulators from time to time, data (which has been provided by CESP HK or an EBSI Company to the relevant credit reference agency) may be retained by that credit reference agency until the earlier of the expiry of five (5) years from the date of final settlement of the amount in default and five (5) years from the date of your discharge from bankruptcy as notified to that credit reference agency. In the event of termination of the relevant account by full repayment and on condition that there has not been, within five (5) years immediately before account termination, any material default on that account, you may instruct CESP HK or the relevant EBSI Company to make a request to the relevant credit reference agency to delete from its database any account data relating to the terminated account but such instruction should be given within five (5) years after account termination.
10. Without limiting the other provisions of these Statements where you apply for credit (including any loan, overdraft facility or any other kind of credit) to be granted to you or to another person for whom you act as guarantor, the data which you provide to CESP HK or any EBSI Company may be passed on to a credit reference agency or, in the event of a default, to a debt collection agency in accordance with the provisions of the code of practice on consumer credit data approved and issued under the Personal Data (Privacy) Ordinance as amended from time to time.
11. For the purposes of these Statements, if applicable, account data may include account general data (i.e. general particulars of the relevant account such as account opening date, repayment terms, whether you as a borrower or guarantor, approved loan amount, repayment terms) and account repayment data (such as the amount repaid, outstanding balance of the loan, default data including the amount and number of days overdue).
12. Without prejudice to and in addition to other provisions of these Statements:-
  - (a) CESP HK may from time to time use aggregate and non-identifying information about you for the design of the Website or to serve other Clients and Members; and/or
  - (b) CESP HK may disclose to any third party any such information about you provided that any such information shall not identify you; and
  - (c) CESP HK may from time to time collect and use certain information about your browser type, domain name and access time for CESP HK's own research purposes. Such information is separate from, and is not linked to, the data described in paragraph 3 herein above. However, where CESP HK deems it warranted, IP addresses may be used to assist in deterring and/or preventing any abusive or criminal activity on the Website.
13. CESP HK also collects data via the use of cookies. The following cookies are currently implemented on the Website though new cookies may be implemented subsequently
  - (a) Session Cookies are temporary cookies that remain in the cookie file of your browser until you leave the Website. These Session Cookies allow you to carry information across the pages of the Website and avoid having to re-enter information e.g. logging in for every page and to access to the stored information by using your Signature Account number and password.
  - (b) Persistent Cookies remain in the cookie file of your browser for longer periods, depending on the lifetime of the specific cookie. These Persistent Cookies compile anonymous, aggregated statistics that allow CESP HK to understand how users of the Website may use the Website and to help CESP HK improve the structure of the Website. CESP HK cannot identify you personally in this way. These Persistent Cookies can store your chosen country homepage destination.
  - (c) Third Party Cookies are to determine and track the Website's traffic coming in from any advertisement banners should CESP HK place the same on third parties' websites.

Most internet browsers default to accepting cookies but provide the users with the ability to accept or decline cookies by modifying the relevant settings. You should note that if cookies acceptance is disabled completely, you cannot use all interactive features on the Website.

14. Without prejudice to the right of CESP HK to rely on grandfathering provisions or exemptions under the Personal Data (Privacy) Ordinance as amended from time to time or other applicable law, by consenting (including an indication of no objection) to the use of your personal data for direct marketing purposes by members of the Group, you agree and consent that CESP HK may send by telephone, mail, email or other electronic means to you from time to time direct marketing materials or messages relating to services or products which, in the opinion of CESP HK you may be interested in. You agree that to the extent permitted by applicable laws and the regulatory requirements the consent herein shall constitute specific opt-in for the purpose of any applicable privacy rules or regulations. Notwithstanding this, Client may at any time request not to receive such direct marketing materials or messages from CESP HK if you so request in writing to CESP HK at this address: Data Privacy Officer, CES Private (HK) Limited, 33/F, Everbright Centre, 108 Gloucester Road, Wan Chai, Hong Kong or such other address as CESP HK may subsequently notify from time to time. Unless and until you have so requested in writing, you shall be deemed to be willing to receive any such information.
15. The terms contained in these Statements are in addition to and without prejudice to the terms relating to personal data and/or other data applicable to you from time to time. Please also visit <http://www.ebshkprivate.com/en/privacy.html> or <http://www.ebshkclubprivate.com/en/privacy.html> for further details of EBSI Private's general Privacy Policy Statement.

**Addendum to Schedule 1 –  
EBSI Private Signature Account and Club Privé Direct Marketing Opt-In / Out Form**

Please complete the following, sign and fax to +852 3920 2789 or mail the original form to Data Privacy Officer, Everbright Securities International, 33/F, Everbright Centre, 108 Gloucester Road, Wan Chai, Hong Kong.

Please indicate your opt-in / opt-out request by ticking the box(es) below. You can change your instructions at any time by providing written notice to China Everbright Securities International Company Limited ("CEBSI")\*. If CEBSI receives any conflicting instructions from you regarding the use or transfer of your personal data, the instructions given at the latest date shall prevail.

Marketing subjects are financial services, products or goods. For Club Privé members, the marketing subjects are Club Privé benefits, rewards, activities and related services. Financial services, products or goods include but are not limited to those relating to any type of investment, insurance, foreign exchange, lending or other related areas.

**Client Information:**

Client Name:

Signature Account or Club Privé  
Membership No. (if applicable):

ID / Passport No.:

Contact Phone No.:

**The use of Personal Data for Direct Marketing**

I / We understand that China Everbright Securities International Company Limited together with its subsidiaries and associated companies ("EBSI Group") intend to use or transfer my / our personal data (e.g. name, contact details and age group, etc.) to members of the EBSI Group for sending promotional or other materials and direct marketing of financial services, products or goods, for which any member of the EBSI Group may receive gain. An EBSI Group member cannot do so without my / our consent. I / We have previously indicated my / our preferences and I / we now would like to change my / our instruction. My / Our latest instruction is as follows:-

- I / We agree to the use or transfer of my / our personal data by or to members of the EBSI Group for direct marketing of financial services, products or goods.
- I / We agree to the use or transfer of my / our personal data by or to members of the EBSI Group for direct marketing of Club Privé benefits, rewards, activities and related services.

**Opt-out Request for Direct Marketing**

- I / We object to the use or transfer of my / our personal data by or to members of the EBSI Group for direct marketing of financial services, products or goods.
- I / We object to the use or transfer of my / our personal data by or to members of the EBSI Group for direct marketing of Club Privé benefits, rewards, activities and related services.

You may access and download a copy of the updated Personal Data Schedule from the following website:  
[www.ebshkprivate.com](http://www.ebshkprivate.com) > Privacy or contact us to obtain a copy.

Signature:	Date:
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## Your signature must be the same as the specimen signature for your EBSI Private Signature Account.

For Office Use –		
Signature Verified By:	Entered By:	Checked By: