

Terms and Conditions

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Access

Not all products or services provided on the Website are available in all jurisdictions. PP’s products and services are only available in jurisdictions where it is lawful to advertise and market these products and services. The information on the Website has been prepared for information purposes only without regard to any particular user’s investment objectives, financial situation or position and PP is not soliciting any action based upon them.

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No Offer/Local Restrictions

Nothing contained in or on the Website should be construed as a solicitation of an offer to buy or offer, or recommendation, to acquire or dispose of any security, commodity, investment or to engage in any other transaction. PP may offer a number of products and services designed specifically for various categories of investors in various countries and regions. Not all products will be available to all investors. These products or services are only offered to such investors in those countries and regions in accordance with applicable laws and regulations.

No information included on the Website is to be construed as tax, accounting, regulatory, legal or investment advice or as a recommendation or a representation about the suitability or appropriateness of any advisory product or service; or an offer to buy or sell, or the solicitation of an

offer to buy or sell, any security, financial product, or instrument; or to participate in any particular trading strategy. Investors should seek independent financial and tax advice before making any investment decision. You agree to indemnify and hold PP, its officers, directors, employees, affiliates, agents, licensors and suppliers harmless against any and all claims, losses, liability, costs and expenses (including but not limited to legal fees) arising from your use of the Website, from your violation of these Terms and Conditions or from any decisions that you make based on such information.

The information provided on the Website is not intended for distribution to, or use by, any person or entity in any jurisdiction or country where such distribution or use would be contrary to law or regulation. All persons and entities accessing the Website do so on their own initiative and are responsible for compliance with applicable local laws and regulations. The Website is not directed to any person in any jurisdiction where the publication or availability of the Website is prohibited, by reason of that person's nationality, residence or otherwise. Persons under these restrictions must not access the Website and should contact their advisor or intermediary for advice.

The funds referred to in the Website are authorized by the Securities and Futures Commission of Hong Kong ("**SFC**") for sale to the public in Hong Kong (the "**Funds**"). SFC authorization is not a recommendation or endorsement of a scheme nor does it guarantee the commercial merits or performances of the scheme. It does not mean that the scheme is suitable for all investors nor is it an endorsement of its suitability for any particular investor or class of investors. The material contained in the Website has not been reviewed by the SFC or any regulatory authority in Hong Kong.

Where a fund's investment objective is to track an index, the subject fund is not sponsored, endorsed, issued, sold or promoted by the relevant index provider. None of these companies make any representation regarding the advisability of investing in the funds. Important information about the funds is contained in the prospectus for the funds which is available in the Website or upon request from PP. Before acquiring any shares or units of any funds, it is your responsibility to read the funds' prospectus or other offering materials.

Information on the Website

PP has taken reasonable care to ensure that the information contained on the Website is accurate, current, complete, fit for its intended purpose and compliant with relevant legislation and regulations and, where applicable, the laws of the country of your residence as at the date of issue. However, errors or omissions may occur due to circumstances beyond PP's control, (i.e. information from third party ("**TP Information**")). Although PP will use its best endeavours to ensure accuracy, validity or completeness of TP Information, no warranty is given, or representation made, regarding their accuracy, validity or completeness. You must conduct your own due diligence and investigations rather than rely on any of the information in the Website. Any person who acts upon the information contained on the Website does so entirely at his own risk.

Information posted on the Website is current only as at the date it is first posted and may no longer be complete when viewed by you. All content on the Website is subject to modification from time to time without notice.

To the extent that the Website contains any expression of opinion or forecast, such opinion or forecast is based on sources believed by PP to be reliable, but is not guaranteed or warranted as to its current validity, accuracy or completeness. Opinions expressed represent the opinions of PP at the date of publication only, reflecting prevailing market conditions and certain assumptions (which may not prove to be valid), are subject to change and should not be relied on by users of the Website.

Linked Websites

Links to websites operated by third parties are provided for information only and do not constitute any form of advice, endorsement or recommendation of such websites or the material on them. PP accepts no responsibility for information contained on any other sites which can be accessed by hypertext link from the Website or for these sites not being available at all times. PP has not reviewed, and will not review or update, such websites or information and any use that you make of such websites and information is at your own risk. Please note that when you click on any external site hypertext link you will leave the Website.

Investment Performance and Risk Warnings

Past performance is not a reliable indicator of future performance. The value of investments and the income from them can go down as well as up and investors may not get back the amount originally invested and may lose all of their investment. Exchange rate changes may cause the value of overseas investments to rise or fall. Investors should read the offering documents for details and risk factors.

Jurisdiction and Governing Law

The information provided on the Website is not intended for distribution to, or use by, any person or entity in any jurisdiction or country where such distribution or use would be contrary to law or regulation or which would subject PP to any registration requirement within such jurisdiction or country. Each investment product and service referred to on the Website is intended to be made available only to residents in Hong Kong.

These Terms and Conditions shall be governed by, and shall be construed in accordance with, the laws of Hong Kong. The courts of Hong Kong shall have non-exclusive jurisdiction to hear and determine any suit, action or proceeding, and to settle any disputes, which may arise out of or in connection with these Terms and Conditions and, for such purposes, you agree to submit to the jurisdiction of the courts of Hong Kong. Each party hereby waives any objection which it might at any time have to the courts of Hong Kong being nominated as the forum to hear and determine any proceedings and to settle any disputes and agrees not to claim that the courts of Hong Kong are not a convenient or appropriate forum.

Termination

PP may terminate your access to the Website for any reason, without prior notice.

Waiver

No waiver by PP of any right under or term or provision of these Terms and Conditions will be deemed a waiver of any other right, term, or provision of these Terms and Conditions at the time of such waiver or a waiver of that or any other right, term, or provision of these Terms and Conditions at any other time.

Integration and Severability

If any provision of these Terms and Conditions is deemed unlawful, void, or for any reason unenforceable, then that provision will be deemed severable from these Terms and Conditions and will not affect the validity and enforceability of the remaining provisions.

Data Privacy

Please see our Privacy Policy for information on how PP handles your personal data.

Premia Partners Company Limited is regulated by the Securities and Futures Commission of Hong Kong (“SFC”).

The Website has not been reviewed by the SFC or any other regulator. Issuer: Premia Partners Company Limited.

Privacy Policy

Personal data collection

In the course of doing business and/or operating the website, Premia Partners Company Limited, its subsidiaries, affiliates, associates or related companies (collectively “PP”) may from time to time require you to supply your personal data for the purposes of opening or continuing portfolio accounts and in the establishment or continuation of investment management and advisory services by PP.

Failure to supply such data may result in PP being unable to provide investment management and advisory services for your individual circumstances.

PP collects personal data on investors, clients, intermediaries and business contacts via application forms, other PP forms, investment management agreements, correspondence, business cards, phone, fax, e-mail and on-line. Personal data collected includes, but not limited to name and address, date and country of birth, occupation, nationality, identity card, contact details and details of financial status.

Additional data may also be collected at PP’s websites which include, but is not limited to, the IP address of the visitor’s personal computer, the country from which the inquiry is made, certain personal or contact details of the visitor, client identification details.

Purpose and use of personal data

Personal data collected from you may be used by PP within or outside Hong Kong, for the purposes of providing investment management and advisory services and direct marketing. The usage of the personal data may depend upon your relationship with PP, which include but not limited to:

- the processing of an application for an account with PP
- the daily operation of the investment management and advisory services provided to clients
- the marketing of financial services or related products subject to your right to object to such use
- meeting the disclosures, reporting and compliance requirements of any law or regulation, codes, guidelines binding on PP.

PP intends to use your personal data in direct marketing with your consent (which includes an indication of no objection) for that purpose. In this connection, your name, contact details held by PP from time to time may be used by PP in direct marketing of financial services or products offered by PP or co-branded partners. You have the right to object to the use of your data for direct marketing purposes. PP will cease to use your data for direct marketing purposes without charge if you so request.

Data held by PP relating to you will be kept confidential but PP may from time to time provide information to the following parties for the above purposes:

- Any agent or third party service provider who provides administrative or securities clearing or other services to PP in connection with the operation of its business including the trustee, investment manager, registrar, transfer agent, the custodian, administrative service agent, and the auditor of each product offered by PP;
- Any party (including but not limited to, any local or foreign governmental, tax or regulatory authority or court of competent jurisdiction) entitled thereto by law or regulation or in response to a regulatory request;
- Any other person under a duty of confidentiality to PP which has undertaken to keep such information confidential.

Personal information security

PP is committed to keeping secure the personal data you provide to PP. PP takes all reasonable precautions to protect the personal data PP holds about you from misuse and loss and from unauthorised access, modification or disclosure.

Rights relating to Personal Data under the Personal Data (Privacy) Ordinance of Hong Kong ("**Ordinance**")

Pursuant to the Ordinance, you have the right to:

- check whether PP holds any personal data about you, and to access such data, at a reasonable fee;
- request any inaccurate personal data to be corrected;
- ascertain PP policies and practices relating to personal data, including the type of personal data PP holds and the main purpose for holding such data; and
- exercise your opt-out right if you do not wish PP to use your personal data for direct marketing purposes.

All such requests should be in writing and directed to:

The Compliance Officer

Premia Partners Company Limited

12th Floor Baskerville House,

13 Duddell Street, Central, Hong Kong

Email: enquiries@premia-partners.com