

Section J – Notice on Personal Data (Privacy) Ordinance

Notice to Client regarding the Personal Data (Privacy) Ordinance (Cap.486, Laws of Hong Kong) and/or Regulation (EU) 2016/679 of the European Parliament and of the Council on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (the “GDPR”) and other relevant regulations (where applicable) (the “Ordinance”):

1. Emperor hereby draws the Client’s attention or obtain the Client’s written consent (if applicable) to the necessity of supplying Emperor with the Client’s personal data (as defined in the Ordinance) and/or a copy of the Client identification documents in order to secure a proper and efficient business relationship with you, our Client. The underlying reasons for so doing relates to the opening or maintaining of securities and futures trading account(s) and the provision or continuation of financial facilities or financial or advisory services to you.
2. The personal data supplied by the Client (whether supplied by the Client or any other person, and whether supplied before or after the date the Client receives this notice) may be used by Emperor for the purposes as follows:
 - (a) facilitating daily operations of services provided;
 - (b) administering any credit facilities granted from time to time;
 - (c) facilitating credit checks;
 - (d) marketing (including direct marketing) of financial services or products. Emperor intends to use and/or transfer the Client’s personal data to its related group companies and other persons (whether it is in Hong Kong or in overseas) for the use in direct marketing. Emperor requires the consent (which includes an indication of no objection) of the Client for that purpose. In this connection, please note that:
 - (i) The name, contact details, products and services portfolio information, transaction pattern, financial background and demographic data of the Client may be used in direct marketing;
 - (ii) The following class of services, products and subjects may be marketed:
 - financial, insurance, investment services, securities, investment and related services and products;
 - services and products offered by Emperor’s related group companies (as referred to, from time to time, in Emperor Group’s website: <http://www.emperorgroup.com>), including financial, property, watch & jewellery, entertainment & films, hospitality, publishing & printing, furniture, food & restaurants;
 - services and products offered by Emperor’s business partners;
 - (iii) The above services, products and subjects may be provided and/or marketed by:
 - Emperor and its related group companies (as referred to, from time to time, in Emperor Group’s website: <http://www.emperorgroup.com>);
 - third party financial institutions, insurers, securities and investment service providers; and
 - (iv) If the Client does not wish Emperor to use or transfer to its related group companies and other persons the Client’s data for use in direct marketing, the Client may, without charge, exercise the right to opt-out;
 - (e) valuing the level of indebtedness owed to or by the Clients from time to time;
 - (f) assuring efficient collection of outstanding amounts in arrears by the Clients;
 - (g) meeting all legal requirements regarding disclosure obligations imposed by all relevant laws, rules, regulations or regulatory authorities applicable from time to time; and
 - (h) all purposes ancillary thereto.
3. Emperor shall maintain the Client’s personal data (whether provided by the Client or any other person, and whether provided before or after the date the Client receives this notice) as confidential but Emperor may procure that any such personal data is used by:
 - (a) Emperor and its branches, subsidiaries, holding companies, affiliates and related group companies in connection with the promotion or provision of products or services that our group may render;
 - (b) any director, officer, employee or representative of Emperor when carrying out the business of the Emperor;
 - (c) any agent, contractor or third party service provider who provides administrative, telecommunications, computer, payment or securities clearing, nominee, custodian or other services to Emperor;
 - (d) any person under a duty of confidentiality to Emperor;
 - (e) any financial establishments and their respective associates with which the Client has or proposes to have dealings;
 - (f) credit reference agencies and, in the event of default, debt collection agencies;
 - (g) any person or entity to whom Emperor is under an obligation or otherwise required to make disclosure under the requirements of any law or regulation binding on or applying to Emperor, or any disclosure under and for the purposes of any guidelines, guidance, directives, rules, codes, circulars or other similar documents issued or given by any legal, regulatory, governmental, tax, law enforcement or other authorities, or self-regulatory or industry bodies or associations of financial services providers with which Emperor is expected to comply, or any disclosure pursuant to any contractual or other commitment of Emperor with local or foreign legal, regulatory, governmental, tax, law enforcement or other authorities, or self-regulatory or industry bodies or associations of financial services providers, all of which may be within or outside Hong Kong and may be existing currently and in the future; or
 - (h) any person for the purposes set out in Paragraph (2) above.
4. Inadequate or defective provision of the necessary personal data may hinder Emperor’s efficiency in providing its services and even result in Emperor being unable to perform the functions of opening, maintaining, providing or continuing any or all relevant financial or advisory services whatsoever.
5. The Client has the following rights in relation to his personal data:
 - (a) the right to check whether Emperor has any personal data relating to him/her, and to request access and correction of such personal data;
 - (b) the right to make inquiries of Emperor regarding their policies and practices in connection with the data and to be informed of the kind of personal data maintained by Emperor;
 - (c) the right to opt out if the Client does not wish Emperor to use or transfer to its related group companies and other persons his/her personal data (whether it is in Hong Kong or in overseas) for the use in direct marketing; and
 - (d) If GDPR is applicable to the Client, the Client may have the rights to notice on the date processing, to erasure of personal data, to restriction of processing and data portability, and to object to processing of data.
6. Any such request should be sent by post to Emperor care of Emperor Securities Limited, 23-24/F., Emperor Group Centre, 288 Hennessy Road, Wanchai, Hong Kong or by email to esl.compliance@emperorgroup.com or by fax to (852) 2699 9454, the Data Protection Division, for the attention of the Compliance Officer. Emperor may charge a reasonable fee for processing any data access request.

7. China Connect Securities Trading Service

The Client acknowledges and agrees that in providing Emperor's China Connect securities trading service to the Client, Emperor will be required to:

- (i) tag each of the Client's orders submitted to the China Stock Connect System ("CSC") with a Broker-to-Client Assigned Number ("BCAN") that is unique to the Client or the BCAN that is assigned to the Client's joint account with Emperor, as appropriate; and
- (ii) provide to the Exchange the Client's assigned BCAN and such identification information ("Client Identification Data" or "CID") (including name, ID issuing country, ID type and ID number) of the relevant Client as the Exchange may request from time to time under the Rules of the Exchange.

Without limitation to any notification Emperor have given the Client or consent Emperor have obtained from the Client in respect of the processing of the Client's personal data in connection with the Client's account and Emperor's services to the Client, the Client acknowledge and agree that Emperor may collect, store, use, disclose and transfer personal data relating to the Client as required as part of China Connect trading service, including as follows:

- (a) to disclose and transfer the Client's BCAN and CID to the Exchange and the relevant SEHK Subsidiaries from time to time, including by indicating the Client's BCAN when inputting a China Connect Order into the CSC, which will be further routed to the relevant China Connect Market Operator on a real-time basis;
- (b) to allow each of the Exchange and the relevant SEHK Subsidiaries to: (i) collect, use and store the Client's BCAN, CID and any consolidated, validated and mapped BCANs and CID information provided by the relevant China Connect Clearing House (in the case of storage, by any of them or via HKEX) for market surveillance and monitoring purposes and enforcement of the Rules of the Exchange; (ii) transfer such information to the relevant China Connect Market Operator (directly or through the relevant China Connect Clearing House) from time to time for the purposes set out in (c) and (d) below; and (iii) disclose such information to the relevant regulators and law enforcement agencies in Hong Kong so as to facilitate the performance of their statutory functions with respect to the Hong Kong financial markets;
- (c) to allow the relevant China Connect Clearing House to: (i) collect, use and store the Client's BCAN and CID to facilitate the consolidation and validation of BCANs and CID and the mapping of BCANs and CID with its investor identification database, and provide such consolidated, validated and mapped BCANs and CID information to the relevant China Connect Market Operator, the Exchange and the relevant SEHK Subsidiary; (ii) use the Client's BCAN and CID for the performance of its regulatory functions of securities account management; and (iii) disclose such information to the Mainland regulatory authorities and law enforcement agencies having jurisdiction over it so as to facilitate the performance of their regulatory, surveillance and enforcement functions with respect to the Mainland financial markets; and
- (d) to allow the relevant China Connect Market Operator to: (i) collect, use and store the Client's BCAN and CID to facilitate their surveillance and monitoring of securities trading on the relevant China Connect Market through the use of the China Connect Service and enforcement of the rules of the relevant China Connect Market Operator; and (ii) disclose such information to the Mainland regulatory authorities and law enforcement agencies so as to facilitate the performance of their regulatory, surveillance and enforcement functions with respect to the Mainland financial markets

By instructing Emperor in respect of any transaction relating to China Connect Securities, the Client acknowledges and agrees that Emperor may use the Client's personal data for the purposes of complying with the requirements of the Exchange and its rules as in force from time to time in connection with the Northbound Trading. The Client also acknowledges that despite any subsequent purported withdrawal of consent by the Client, the Client's personal data may continue to be stored, used, disclosed, transferred and otherwise processed for the above purposes, whether before or after such purported withdrawal of consent.

Consequences of failing to provide Personal Data or Consent

Failure to provide Emperor with the Client's personal data or consent as described above may mean that Emperor will not, or no longer be able, as the case may be, to carry out the Client's trading instructions or provide the Client with any Northbound trading services.

8. Hong Kong Investor Identification and OTC securities reporting Regime

The client acknowledges and agrees that Emperor may collect, store, process, use, disclose and transfer personal data relating to the client (including the client's CID and BCAN(s)) as required for Emperor to provide services to the client in relation to securities listed or traded on the Hong Kong Exchanges and Clearing Limited and/or its subsidiaries and affiliates ("HKEx") and for complying with the rules and requirements of HKEx and the SFC in effect from time to time.

Without limiting the foregoing, this includes:

- (a) disclosing and transferring the client's personal data (including CID and BCAN(s)) to HKEx and/or the SFC in accordance with the rules and requirements of HKEx and the SFC in effect from time to time;
- (b) allowing HKEx including but not limited to the Stock Exchange of Hong Kong Limited ("SEHK") and Hong Kong Securities Clearing Company Limited ("HKSCC") to: (i) collect, store, process and use the client's personal data (including CID and BCAN(s)) for market surveillance and monitoring purposes and enforcement of the relevant rules of HKEx, including but not limited to the trading and clearing rules of the SEHK and HKSCC; and (ii) disclose and transfer such information to the relevant regulators and law enforcement agencies in Hong Kong (including, but not limited to, the SFC) so as to facilitate the performance of their statutory functions with respect to the Hong Kong financial markets; and (iii) use such information for conducting analysis for the purposes of market oversight; and
- (c) allowing the SFC to: (i) collect, store, process and use the client's personal data (including CID and BCAN(s)) for the performance of its statutory functions including monitoring, surveillance and enforcement functions with respect to the Hong Kong financial markets; and (ii) disclose and transfer such information to relevant regulators and law enforcement agencies in Hong Kong in accordance with applicable laws or regulatory requirements.

The client also agrees that despite any subsequent purported withdrawal of consent by the client, the client's personal data may continue to be stored, processed, used, disclosed or transferred for the above purposes after such purported withdrawal of consent.

Failure to provide Emperor with the client's personal data or consent as described above may mean that Emperor will not, or will no longer be able to, as the case may be, carry out the client's trading instructions or provide the client with securities related services (other than to sell, transfer out or withdraw the client's existing holdings of securities, if any).

Note: The terms "BCAN" and "CID" used in this clause shall bear the meanings as defined in paragraph 5.6 of the Code of Conduct for Persons Licensed by or Registered with the Securities and Futures Commission."