Terms and Conditions – Corporate and Private Clients – Know-Your-Client Form

VISTRA CORPORATE SERVICES (HK) LIMITED, VISTRA SERVICES (HONG KONG) LIMITED, VISTRA (CHINA) COMPANY LIMITED
(each independently and collectively, each time as applicable, referred to as "Vistra")
(各自独立地和统称为「瑞致达」(每次如适用))

These terms and conditions ("**Terms**") govern my/our submission of Vistra's Know-Your-Client ("**KYC**") Form ("**Form**") as submitted to Vistra, and any of Vistra's related services provision ("**Services**"), and by submitting the Form to Vistra I/we agree to these Terms, provided that where any written service agreement, engagement letter or other agreement for provision of services is agreed between us in regard to, or otherwise applicable to the Services, any terms and conditions included therein shall take priority in case of any conflict with these Terms.
本条款和条件(「**条款**」)将管辖于本人/吾等向瑞致达提交的瑞致达认识您的客户(「**KYC**」)表格(「**表格**」)以及瑞致达提供的相关服务,并且通过提交表格本人/吾等同意,对于该服务如双方就服务提供另有服务协议、业务约定书或者其他协议,且其与本条款的约定有冲突的,则本条款效力优先。

(a) I/We confirm that all information, confirmations and declarations provided in the Form, together with any supporting documents provided for KYC purposes, are true and accurate, and agree to inform Vistra promptly of any changes or inaccuracy in the information, confirmations or documents provided under the Form. I/We agree to provide Vistra with any requested information without undue delay.
本人/吾等确认表格中所提供的所有信息、确认以及声明(连同为 KYC 目的提供的任何支持文件)属真实准确的,并同意及时通知瑞致达有关表格中提供的信息、确认或文件中的任何变更或不准确之处。本人/吾等同意不会无故拖延向瑞致达提供其要求的有关信息。

(b) I/We understand and agree that VISTRA DOES NOT GIVE ANY LEGAL, FINANCIAL, TAX, OR INVESTMENT ADVICE, AND GIVES NO GUARANTEES, UNDERTAKINGS, WARRANTIES OR REPRESENTATIONS WITH RESPECT TO THIS, AND WE ARE ADVISED BY VISTRA TO SEEK INDEPENDENT PROFESSIONAL ADVICE, WHERE APPLICABLE AND APPROPRIATE.
本人/吾等明白并同意瑞致达并不提供法律、财务、税务以及投资建议,亦不会对其提供的服务就这些方面提供任何承诺、保证、担保或者声明,并被瑞致达建议在适当是时候自行获取专业建议。

(c) I/WE UNDERSTAND AND AGREE THAT NO REPRESENTATIONS OR WARRANTIES ARE PROVIDED BY VISTRA IN REGARD TO ANY OF THE SERVICES PROVIDED BY VISTRA IN CONNECTION HEREWITH ("**SERVICES**"), EXCEPT THOSE EXPRESSLY AGREED TO BY VISTRA IN WRITING.
本人/吾等明白并同意除非瑞致达书面同意,瑞致达并未对其提供的相关服务(「**服务**」)提供任何的陈述或者保证。

(d) I/WE UNDERSTAND AND AGREE THAT VISTRA SHALL NOT BE LIABLE FOR ANY INDIRECT OR CONSEQUENTIAL LOSSES OR DAMAGES (INCLUDING, BUT NOT LIMITED TO, LOSS OF GOODWILL, LOSS OF DATA, LOSS OF BUSINESS, LOSS OF ANTICIPATED PROFITS OR SAVINGS AND ALL OTHER PURE ECONOMIC LOSS) ARISING OUT OF OR IN CONNECTION WITH THE FORM OR ANY SERVICES PROVIDED BY VISTRA.
本人/吾等明白并同意瑞致达不需要对表格或者任何服务的任何间接损失、意外损失或者损害(包括但不限于商誉、数据、营业中断、预期收益或补偿损失以及其他纯经济损失)承担责任。

(e) I/WE WILL RELEASE, DISCHARGE, HOLD HARMLESS AND INDEMNIFY VISTRA (INCLUDING ANY OF ITS AFFILIATED COMPANIES, DIRECTORS, EMPLOYEES, CONTRACTORS AND AGENTS) FROM ALL LOSSES, CLAIMS, DAMAGES, AND EXPENSES INCURRED BY VISTRA (AND/OR ITS RELEVANT AFFILIATED COMPANY/IES, DIRECTOR(S), EMPLOYEE(S), CONTRACTOR(S) AND/OR AGENT(S)) ARISING FROM MY/OUR USE OF ANY SERVICES AND MY/OUR SUBMISSION OF THE FORM, AND IN NO EVENT SHALL VISTRA'S (INCLUDING ANY OF ITS AFFILIATED COMPANIES, DIRECTORS, EMPLOYEES, CONTRACTORS AND AGENTS) TOTAL LIABILITY IN CONNECTION WITH THE FORM AND THE SERVICES EXCEED THE AMOUNT OF THE FEES PAID TO VISTRA IN CONNECTION HEREWITH DURING THE LAST TWELVE (12)-MONTH PERIOD PRIOR TO THE EVENT GIVING RISE TO THE CLAIM.
本人/吾等将免除、豁免、保障瑞致达 (包括任何其关联公司、董事、雇员、合作商以及代理) 避免遭受并且赔偿瑞致达 (包括任何其关联公司、董事、雇员、合作商以及代理) 因本人/吾等使用服务以及提交的表格所遭受的所有损失、索赔、损害和费用；在任何情况下，瑞致达 (包括任何其关联公司、董事、雇员、合作商以及代理) 对本人/吾等因表格和服务承担的责任总额不超过在索赔发生前的十二 (12) 个月内本人/吾等支付的服务费。

(f) I/We agree that I/we have read and understood, and agree to, Vistra's global privacy statement, data protection and data security policies ("**Policies**") as can be reviewed at https://www.vistra.com/notices and https://www.vistra.com/privacy-notice, and that I/we provided the Policies for review to anyone else whose data I/we may provide to Vistra, and that they have also read, understood and agreed to the Policies.
本人/吾等同意本人/吾等已阅读及明白并同意瑞致达的全球隐私声明、资料保护及资料安全政策 (以下简称「**政策**」)，有关政策在 https://www.vistra.com/notices 及 https://www.vistra.com/privacy-notice 可供查阅，而本人/吾等可能向瑞致达提供任何其他人士的资料，本人/吾等已向有关人士提供政策以供阅览，有关人士亦已阅读、明白并同意政策。

(g) I/We acknowledge and agree that Vistra may change these Policies from time to time, and that it shall be my/our responsibility to check any such updates from time to time and communicate such updates to anyone else whose data I/we may provide to Vistra.
本人/吾等确认并同意，瑞致达可能不时变更政策，本人/吾等有责任不时查阅任何有关更新，并将有关更新转告本人/吾等可能向瑞致达提供其资料的任何其他人士。

(h) I/We and anyone else whose data I/we provide to Vistra, explicitly agree and consent to the cross-border transfer of any personal data and information provided to and collected by Vistra, including the transfer of such data to other companies within Vistra's group and any third party entities that have agreed to confidentiality terms similar to those provided to clients of Vistra.
本人/吾等及本人/吾等向瑞致达提供其资料的任何人士明确认可且同意跨境转移提供给瑞致达并由瑞致达收集的任何个人资料及信息，包括向瑞致达集团内的其他公司以及任何第三方实体 (已同意类似于向瑞致达客户提供的保密条款) 移交有关资料。

(i) I/We acknowledge that these Terms are subject to the laws of the Hong Kong Special Administrative Region ("**Hong Kong**"), and that any claim brought hereunder or in connection herewith shall be subject to the exclusive jurisdiction of the courts of Hong Kong. To the extent that any provision of these Terms is found by any court or competent authority to be invalid, unlawful or unenforceable in any jurisdiction, that provision shall be deemed not to be a part of these Terms. It shall not affect the enforceability of the remainder of these Terms nor shall it affect the validity, lawfulness or enforceability of that provision in any other jurisdiction.

本人/吾等确认本条款受香港特别行政區（「**香港**」）法律管辖，任何与之相关的争议均受香港法院的排他管辖。任何本条款项下的条文被法院或者其他有权机关在任何司法管辖区确认违法、无效或者无法执行，该条文将不会被视为本条款的一部分，并且不会影响协议其他部分的可执行性以及该条款在其他司法管辖区的合法、有效或者可执行性。

(j) In case of any conflict between the English version and the Chinese version of these Terms, the English version shall prevail.
如本条款中英文版本不一致的，以英文版本为准。

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