

Plan Number: _____

Dear Sirs / 尊貴的客户 ·

Regular Saving Plan – Intelligence Pro / Single Contribution Plan – Bright Pro managed by Metis Global Limited

安智環球服務有限公司管理之定期定額信託計劃 – 智富 Pro / 單筆供款信託計劃 – 富耀 Pro

Disclosure Letter / 披露函

1. I/We refer to the agreement (the “**Agreement**”) to be entered into the date of this letter between (1) Metis Global Limited (“**Metis**” or the “**Company**”) and (2) _____
[client’s full name] (“the **Client**”) for Intelligence Pro / **Bright Pro Plan** .

本人/吾等於本函簽署日期當天，就智富 Pro / 富耀 Pro 計劃之事項，由 (1) 安智環球服務有限公司 (以下簡稱「安智」或「本公司」) 與 (2) _____
[客戶姓名] (以下簡稱「客戶」) 經雙方合意訂立協議(以下簡稱「協議」)。

2. This letter constitutes formal disclosure to the Client for the purposes of the Agreement of the facts and circumstances which may give rise to a claim under the Agreement by the Client in respect of the fiduciary duties owed by Metis to the Client.

本函旨在為避免客戶可能因誤會安智未詳盡受託人責任而提出索償，特此就協議內的事實與狀況提出披露。

3. Upon entering into the Agreement, Metis is a trustee and owes fiduciary duties to the Client. The fiduciary duties owed to the Client by Metis include the (i) No-Conflict rule and (ii) No-Profit rule.

協議一旦生效，安智作為受託人即對客戶負有受託人責任。該受託人責任包括 (i) 禁止衝突原則；及 (ii) 禁止謀取私利原則。

No-Conflict Rule / 禁止衝突原則

Save where the Client has given his or her free and fully informed consent to enable the fiduciary to prefer his or her own interest following full and frank disclosure by Metis, where a conflict of interest arises between Metis and the Client or where there may be a real or sensible conflict of interest between Metis and the Client, Metis must prefer the duty to the Client over its own interest.

除非客戶在自由及完全知情的情況下，同意安智在對其全面如實披露訊息後，可維護自身利益外，當安智與客戶間有利益衝突，或為真實或可察覺的利益衝突時，安智須以對客戶的責任與利益為重。

No-Profit Rule / 禁止謀取私利原則

Save where the Client has given his or her free and fully informed consent to Metis obtaining any direct benefits or indirect benefits following full and frank disclosure or where the profit is otherwise authorised, Metis is prohibited from obtaining a benefit by virtue of its position as fiduciary either for itself or for a third party.

除非客戶在自由及完全知情的情況下，同意安智在對其全面如實的披露訊息後，可獲取任何直接利益、間接利益或已獲認可之利益外，安智禁止以其受託人身份謀取任何私利或為第三者謀取任何利益。

4. In light of the No-Conflict rule and the No-Profit rule as indicated in paragraph 3 above, Metis sets out the following Specific Disclosures.

鑑於以上第三項所指之禁止衝突原則及禁止謀取私利原則，安智擬定下列特定揭露事宜。

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Specific Disclosure 特定揭露事宜

5. As stipulated in the Agreement, the Assets and/or Structured Product (as defined in the Terms and Conditions of the Agreement) will either be (i) managed by Metis directly ("**Scenario 1**"); or (ii) be managed by an independent fund manager ("**Independent Fund Manager**") to be determined by Metis from time to time ("**Scenario 2**") (collectively the "**Scenarios**").

按照協議，資產及 / 或結構性產品 (根據協議內條款及細項中之定義) 將 (i) 由安智直接管理 (「**情況 1**」); 或 (ii) 由安智不時決定的獨立基金經理人 (「**獨立基金經理人**」) 管理 (「**情況 2**」) (以下統稱「**情況**」)。

Scenario 1 / 情況 1

6. Under Scenario 1, funds received from the Client by Metis will be used (i) to subscribe to various structured products issued by investments banks including without limitation Bank BNP Paribas and Commerzbank (the "**Banks**"), (ii) to invest in venture capital projects through Minerva Fund Management Company Limited and/or Midas Asset Management Limited and / or (iii) to invest in physical commodities which will be under the custody of third party commodity dealer(s). 在情況 1 之下，安智從客戶處收取的資金將被用作 (i) 認購由不同投資銀行所發行的結構性產品，包括但不限於法國巴黎銀行及德國商業銀行 (以下簡稱「**銀行**」) 等；(ii) 投資經密諾亞基金管理公司及 / 或邁達斯資產管理有限公司進行的創投項目；及 / 或 (iii) 投資由或多於一個的第三方商品交易所保管的實體商品。

7. Metis may receive a management fee, which is a percentage ranging from 0.1% to 1.0% on the total value of the assets, per annum from the Banks.

安智每年或從銀行收取資產總值 0.1% 至 1.0% 不等之管理費。

8. There is an individual ("**Individual**") who is a director and majority shareholder of Metis, and who will receive dividends from Metis.

有位人士其同時兼任安智之董事及主要股東 (「**該人士**」) 將從安智獲派分紅。

9. The Individual is also a majority shareholder of Minerva Fund Management Company Limited and Midas Asset Management Limited and he will also receive dividends from such companies.

該人士亦為密諾亞基金管理公司及邁達斯資產管理有限公司之主要股東，並會從上述公司獲派分紅。

10. From time to time, there may be persons who are directors and minority shareholders of Metis, Minerva Fund Management Company Limited and/or Midas Asset Management Limited ("**Persons**") who will receive dividends from any and / or all of the said companies.]

安智、密諾亞基金管理公司及 / 或邁達斯資產管理有限公司之董事及持有少數股份之股東 (「**相關人士**」) 或會不時從部分 / 所有上述公司獲派分紅。

Scenario 2 / 情況 2

11. Under Scenario 2, funds received from the Client by Metis will be used to invest into funds which will be managed by the Independent Fund Manager.

在情況 2 之下，安智從客戶處收取的資金將被用作基金投資，並由獨立基金經理人管理。

12. Metis will receive a trail fee, based on the asset under management for clients from Metis, from the Independent Fund Manager.

獨立基金經理人將根據所管理之安智客戶資產，向安智支付管銷費。

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13. The Individual, as a majority shareholder of Metis, Minerva Fund Management Company Limited and Midas Asset Management Limited, will receive dividends from Metis and Minerva Fund Management Company Limited and/or Midas Asset Management Limited.

該人士作為安智、密諾亞基金管理公司及邁達斯資產管理有限公司之主要股東，將從安智、密諾亞基金管理公司及 / 或邁達斯資產管理有限公司獲派分紅。

14. From time to time, the Persons may receive dividends from any and / or all of Metis, Minerva Fund Management Company Limited and Midas Asset Management Limited.

相關人士或不時從安智、密諾亞基金管理公司及 / 或邁達斯資產管理有限公司獲派分紅。

Profit 盈利

15. The Individual and Persons may from time to time receive a portion of the profit to be made by Metis.

該人士及相關人士或不時從安智獲派其產生之部分盈利。

Additional Fees 額外費用

16. Metis may from time to time require the Client to pay additional fees to implement the Scenarios. If additional fees are required, Metis will contact the Client directly at the relevant time.

安智有時或應因上述情況要求客戶支付額外費用。若需支付額外費用，安智將適時聯絡客戶。

You may request for the name of the Individual and Persons by writing to Metis either at its registered office address or by way of email for the attention of the Compliance Officer of Metis at Inquiry.hk@MetisGL.com.

閣下可寫信至安智註冊辦公室地址或電郵至 Inquiry.hk@MetisGL.com，向安智法規事務主任索取該人士及相關人士姓名。

Please acknowledge receipt of this Disclosure Letter and your agreement and acceptance of its terms by signing and dating this disclosure letter and returning it to us.

請簽署本披露函，並填寫簽署日期，送交安智以確認閣下收到本披露函，以及同意和接受其條款。

The Chinese version of this letter is provided for convenience only. In the event of any inconsistency between the Chinese and English version of this document, the English version shall prevail.

本函所提供之中文翻譯僅供參考。若中文版與英文版間有任何歧異，則以英文版為準。

By signing this letter:

簽署此函乃代表：

- (A) You hereby agree to release the Individual, Persons and Metis, and all their respective subsidiary and/or parent company(ies), agents, servants, employees, independent contractors, successors and all other relevant third parties of all claims and demands, whether now known or unknown, and whether based on contract, tort, statute, or other legal or equitable rights, which you or your successors or assignees, shall or may have against the Individual, Persons and Metis in relation to the matters stated in this Disclosure Letter and the Agreement.

閣下在此同意閣下或閣下的繼承人或受讓人，就此披露函及協議中的該人士、相關人士與安智及其所有附屬公司及 / 或母公司、代理人、僱工、僱員、獨立承包人、繼任者，及所有其他有關之第三方所涉及的不論是否為已知或未知的事項，與基於合約、法規、侵權法、或其他法律或衡平法所賦與之權利，放棄對該人士、相關人士與安智進行索償與請求。

(B) You hereby agree to waive any rights you may have against the Individual, Persons and Metis, and all their respective subsidiary and/or parent company(ies), agents, servants, employees, independent contractors, successors and all other relevant third parties in relation to the matters stated in this Disclosure Letter and the Agreement.

閣下在此同意放棄就此披露函及協議中的該人士、相關人士與安智及其所有附屬公司及 / 或母公司、代理人、僱工、僱員、獨立承包人、繼任者，及所有其他相關之第三方所涉及的任何有關事項提出反對的權利。

(C) You further agree and undertake not to make any claims in relation to (i) any fees, other amounts or any other considerations received by Metis, the Individual [or Persons], including without limitation to those disclosed in this Disclosure Letter, and (ii) any loss or damages sustained in any way connected to this Disclosure Letter and the Agreement.

閣下亦同意及承諾不會就 (i) 包括但不限於此披露函中所揭露之任何費用、其他金額或任何由安智、該人士或相關人士收取的報酬及 (ii) 因與此披露函及協議有任何關聯所引致的一切損失或損害，提出索賠。

Yours faithfully,



Jessica Lam
Chief Operation Officer

For and on behalf of Metis Global Limited

代表安智服務有限公司

I /We acknowledge receipt of the Disclosure Letter and confirm my/our acceptance of its terms.

本人 / 吾等茲證實收到披露函並確認本人 / 吾等接受該函所載明之條款。

SIGNED SEALED AND DELIVERED by the **Client(s)** on the signed date in the presence of Witness as stated below:

客戶在以下簽署日期於見證人見證下在此披露函上簽名:

Name of Client 客戶姓名	Signature of Client 客戶簽署 Client Sign Here/客戶簽名			
Name of Client 客戶姓名	Signature of Client 客戶簽署 Client Sign Here/客戶簽名			
Name of Client 客戶姓名	Signature of Client 客戶簽署 Client Sign Here/客戶簽名			
Name of Client 客戶姓名	Signature of Client 客戶簽署 Client Sign Here/客戶簽名			
Name of the Witness 見證人姓名	Signature of Witness 見證人簽署 Witness Sign Here/見證人簽名			
Plan Number 計劃號碼	Signed Date: 簽署日期:	D 日	M 月	Y 年