

## **NOTICE AND ADDITIONAL TERMS & DISCLOSURE CORPORATIONS/CORPORATE PROFESSIONAL INVESTORS**

This notice and additional terms and disclosure apply when you conduct transactions with or through Bank of Montreal, Hong Kong Branch<sup>1</sup> ("BMO HK"). These terms supplement other provisions applicable to your dealings with BMO Capital Markets<sup>2</sup> and may be amended from time to time. In the event of a conflict between these terms and any other agreements or provisions between you and BMO Capital Markets, these terms shall govern your relationship with BMO HK to the extent of the conflict. This notice and additional terms and disclosure supersedes the previous version(s).

**By conducting transactions with or through BMO HK, you agree to these terms (and any subsequent amendments).** These terms shall be governed by and construed in accordance with the laws of Hong Kong. The most updated BMO HK notice and additional terms and disclosure is available at: <https://capitalmarkets.bmo.com/en/about-us/regulatory/>.

### **OVER-THE-COUNTER TRANSACTIONS WITH BANK OF MONTREAL TORONTO ("BMO TORONTO")**

BMO HK may be engaged from time to time to provide support and assistance in relation to your over-the-counter transactions in foreign exchange, metals and other derivatives<sup>3</sup> ("OTC Transactions") with BMO Toronto. The services that BMO HK provides include client onboarding and servicing, transaction pricing, execution and confirmation.

Your account and OTC Transactions are maintained and booked with BMO Toronto, and BMO Toronto is at all times your transaction counterparty. The terms and conditions governing your relationship with BMO Capital Markets are set out in BMO Capital Markets Global Institutional Client Terms of Business Master Agreement and the agreement/transaction documentation between you and BMO Toronto applicable to such transaction (such as ISDA Master Agreement, Master Metals Lease/Consignment Agreement and transaction confirmations).

Bank of Montreal acts as principal in these OTC Transactions, and may receive trading profit. Whilst BMO HK and BMO Toronto may have revenue and expense allocation arrangements internally, BMO HK will not receive from you directly any commission, charges or fees on these Transactions.

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<sup>1</sup> Bank of Montreal Hong Kong Branch is an authorized institution under the Banking Ordinance and a registered institution with the Securities and Futures Commission ("SFC") (CE No. AAK809) under the Securities and Futures Ordinance. In Australia, Bank of Montreal is exempt from the requirement to hold an Australian financial services license under the Corporations Act in respect of the financial services BMO HK provides to wholesale investors (as defined in the Corporations Act). BMO HK is authorized and regulated by the Hong Kong Monetary Authority and the SFC under Hong Kong laws which differ from Australian laws

<sup>2</sup> "BMO Capital Markets" is a trade name used by BMO Financial Group for the wholesale banking businesses of Bank of Montreal and its subsidiaries and affiliates

<sup>3</sup> These over-the-counter transactions include but are not limited to (a) spot, option and forward transactions in foreign exchange, commodities or metals, (b) dual currency investments, (c) cross-currency or interest rate swaps, (d) metals loan, lease or consignment

**THE FOLLOWING PROVISIONS APPLY WHEN BMO HK PROVIDES SALES AND CLIENT SERVICING SUPPORT**

By engaging our services, you request that we provide you from time to time information on markets, financial products and services, new issues and secondary offerings of securities, price quotes and product term sheets (collectively and together with research reports, referred to as "**Materials**"). We may also, from time to time and at your request, provide research report to you. Any research services by us to you will, if required by applicable law, be subject to charge.

The Materials are provided at your request and for general information only and should not be construed as an offer to sell, a solicitation for or an offer to buy, any products or services (including, without limitation, any commodities, securities or other financial instruments). Unless specified otherwise in writing, none of the Materials shall be considered as investment advice or as a recommendation to enter into any transaction. The Materials are directed only at entities or persons in jurisdictions or countries where access to and use of the information is not contrary to local laws or regulations. Accordingly, you should make your own assessment of any transaction that you are considering and should not rely on any information, proposal or other communication from us as being a recommendation or advice in relation to that transaction, and it is your responsibility to be aware of and to observe all applicable laws and regulations of any relevant jurisdiction.

The Materials are distributed to you in Hong Kong by BMO HK. The Materials have not been reviewed or approved by any regulatory authority in Hong Kong. Where the Materials contain an offer in respect of securities, please note that the securities may not be offered or sold in Hong Kong other than (a) to "professional investors" within the meaning of Securities and Futures Ordinance of Hong Kong and any rules made thereunder, or (b) in other circumstances which do not result in or constitute an offer to the public to the public in Hong Kong.

If you do not wish us to send you such information, you may notify your usual BMO Capital Markets contact.

**THE FOLLOWING PROVISIONS APPLY WHEN BMO HK PROVIDES TRADING SUPPORT AT YOUR REQUEST ONLY WITHOUT BMO HK SALES SUPPORT**

The trading desk of BMO HK may, from time to time and at your request only, provide trading support during Asia time zone, with respect to transactions originated or initiated between you and BMO Capital Markets outside of Hong Kong. Such support includes providing pricing, accepting an order and confirming the transactions on behalf of BMO Capital Markets, or (before trade execution) amending an order at your request. For each such transaction, BMO HK's role is limited to the above. In particular, (i) BMO HK does not and will not initiate any transaction with you, and (ii) BMO HK does not have the authority to, and will not, act on your behalf and is not your agent. Any communications between the personnel of BMO HK and your personnel will be in relation to order placement/ confirmation only. You confirm that for each transaction, you have obtained all necessary governmental and other consents, and you continue to comply with all applicable laws, rules and regulations (including those related to foreign exchange control, taxation, sanction, anti-money laundering and anti-bribery).

Should you require any information in relation to your transactions (such as pre-trade term sheet or an explanation of circumstances under which your positions may be closed out), your usual sales contact at BMO Capital Markets will be responsible to provide such information to you.

## INSTRUCTIONS AND AUTHORITY

You confirm that (a) the list of Authorized Individuals<sup>4</sup> that you provided to BMO Capital Markets is up to date, (b) we may continue to rely on this list until an updated list is received by us, and (c) each Authorized Individual has been duly authorized to enter into the transaction on your behalf. For each transaction that is entered into by your Authorized Individual on your behalf, you confirm, represent and warrant that (i) such transaction has been duly approved by your key person/ team/ function/ committee which is responsible for making transaction decisions; (ii) each Authorized Individual is competent and suitably qualified for conducting the transaction; and (iii) you are aware of the risks involved in the transactions undertaken by the Authorized Individual.

## CONFLICT OF INTEREST

Actual and potential conflicts of interest are inherent to large financial services group such as BMO Financial Group. In short, a conflict of interest is a situation where there may be competing professional and/or personal interests. The types of situations where we could potentially or actually face a conflict of interest include where we or a member of BMO Financial Group<sup>5</sup> or a member of staff:

- make a financial gain or avoid a financial loss at the expense of a client;
- have an interest in the outcome of a service provided to, or transaction carried out on behalf of, a client that is different from the client's interest in that outcome;
- have a financial or other incentive to favour the interest of one client or group of clients over the interests of another client;
- carry on the same business as the client;
- deal on your behalf through another member of BMO Financial Group which receives a commission or fee;
- receive or will receive from a person other than the client an inducement in relation to a service provided to the client, in the form of monetary or non-monetary benefits or services.

You acknowledge and agree that we or any member of BMO Financial Group may engage in transactions where there may be conflict, and may retain the benefits arising from these transactions to the extent permitted by applicable laws, and provided that the transactions are executed on arm's length basis and on terms and conditions that are not less favorable than had such conflicts of interests not existed.

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<sup>4</sup> "Authorized Individuals" means those individuals purporting to have authority to act on your behalf, and/or who are indicated on your Authorized Individuals Form/Letter of Authority or other similar document delivered to BMO Capital Markets

<sup>5</sup> "BMO Financial Group" means Bank of Montreal and its subsidiaries and affiliates

## OUTSOURCING AND INFORMATION DISCLOSURE

As part of the continual review of our ability to offer to our clients comprehensive, efficient and consistent services, BMO HK has undertaken initiatives to centralize our processes and to implement the use of global systems by members of BMO Financial Group in our daily operations. Certain activities are outsourced to head office, other branches and affiliates within BMO Financial Group or to external service providers (collectively, "Service Providers"), who may be based in locations outside Hong Kong. The outsourced activities include, but not limited to, identification and on-boarding of clients; payment, settlement and other financial transactions processing and execution; and IT security and other system related services, such as data processing, archiving and storage. The centralization of some of the activities will require client information, such as non-personal business information and personal data of your officers, shareholders or authorized representatives to be transferred to and/or accessed by the Service Providers who are based outside Hong Kong.

You undertake to provide BMO HK with information as we may reasonably require from time to time including, but not limited to, all information that is requested by BMO Financial Group in order to carry out and be satisfied that it has complied with all necessary due diligence and identification procedures in accordance with its internal policy and requirements and in compliance with all laws and regulations applicable to BMO Financial Group.

If you provide us with confidential information that relates to a third party (including its related or associated parties) or personal data (such as employees, officers or directors personal data), you represent and warrant that you have the legal right to disclose to us or otherwise provide us with those confidential information and personal data. You will maintain evidence of any required consent from such individuals and provide such evidence of consent to us upon our request.

You agree that we may collect, use, retain, disclose and otherwise process those confidential information and personal data in accordance with the terms set out in BMO Capital Markets Global Institutional Client Terms of Business Master Agreement and BMO HK Notice to Data Subjects relating to the Personal Data (Privacy) Ordinance (Chapter 486 of the Laws of Hong Kong) set out in the Annex, which is also available at <https://capitalmarkets.bmo.com/en/about-us/regulatory/>.

## ORDER EXECUTION

BMO Capital Markets will take all sufficient steps to provide best execution of client orders in accordance with the best execution obligations under applicable rules, subject to any specific instructions from you. The scope of best execution obligation is restricted to instances in which we are executing orders on your behalf. The circumstances in which we will not be executing orders on your behalf are set out in our Order Execution Policy, which include cases where BMO Capital Markets provides quotes or negotiates a price to trade on a bilateral basis with you on request (i.e. dealing on a "Request for Quotes" basis where BMO Capital Markets is acting as principal). For further details, please refer to BMO Capital Markets Order Execution Policy which is available at <https://capitalmarkets.bmo.com/en/about-us/regulatory/>.

You acknowledge that while we will take reasonable effort to adhere to our Order Execution Policy, we are not liable for any of your losses (including lost profits) or expenses incurred as a result of any non-adherence.

## RISK DISCLOSURE

BMO Capital Markets will be truthful in its statements about any facts, but its statements should not be construed as recommendation or advice. You should undertake your own research and analysis before you enter into a transaction, evaluate the appropriateness of any transaction based on your own facts and circumstances and your assessment of the transaction's merits. You should seek independent professional advice if you are uncertain of or have not understood any aspect of the nature and risks involved in the transactions. BMO Capital Markets does not give any warranty as to the suitability of the transactions nor do we assume any fiduciary duty to you.

The following risk disclosure statements do not disclose all the risks involved in the transactions. In light of the risks, you should undertake such transactions only if you understand the nature of the contracts into which you are entering and the extent of your exposure to risk.

*For foreign exchange transactions:* Exchange rates between foreign currencies can change rapidly due to a wide range of economic, political and other conditions, for example, there can be serious market disruptions if economic or political or other unforeseen events locally or overseas affect the market. When you transact foreign currency with BMO, fluctuation in currency exchange rates between the foreign currency and the base currency could cause substantial losses to you, including losses when you convert the foreign currency back into the base currency. Also, the settlement date of foreign exchange trades can vary due to time zone differences and bank holidays. If you are trading on margin, the impact of currency fluctuation on your gains or losses may be even greater.

*For transactions which involve offshore Renminbi (RMB):* RMB is subject to exchange rate risk. In addition, exchange controls imposed by the relevant authorities may also adversely affect the applicable exchange rate. RMB is currently not freely convertible and conversion of RMB may be subject to certain policy, regulatory requirements and/or restrictions. The actual conversion arrangement will depend on the policy, regulatory requirements and/or restrictions prevailing at the relevant time. Transactions involving offshore RMB must comply with all applicable laws, rules, regulations, directives and guidelines by the relevant government agencies and regulatory authorities, any offshore RMB settlement agreements and all rules issued by the relevant clearing bank and domestic agent bank on RMB transaction.

*For metal related transactions:* The market for and trading in metals is volatile and highly speculative. Prices for metals are affected by a variety of factors, including (but not limited to) changes in supply and demand relationships, national and international geopolitical and economic events, changes in interest and exchange rates and trading activities in commodities and related contracts. Metal related transactions involve a high degree of risk and provide no guarantee of interest or yield of return. Losses may occur both as a result of price movement and if price gains do not exceed fees or charges incurred in the transactions. The prices in metals can fluctuate in wide ranges over relatively short periods of time and you may suffer a substantial or even a total loss of your investment or initial transaction amount.

*For client assets received or held outside Hong Kong:* Client assets received or held by a licensed person outside Hong Kong are subject to the applicable laws and regulations of the relevant overseas jurisdiction which may be different from the Securities and Futures Ordinance (and the rules made thereunder) of Hong Kong. Consequently, such client assets may not enjoy the same protection as that conferred on client assets received or held in Hong Kong.

## ANNEX

**NOTICE TO DATA SUBJECTS** relating to the Personal Data (Privacy) Ordinance (Chapter 486 of the Laws of Hong Kong) ("PDPO"). This PDPO Notice is also available at <https://capitalmarkets.bmo.com/en/about-us/regulatory/>, and may be updated from time to time. Please familiarize yourself with this PDPO Notice and check it from time to time for updates.

- a. From time to time, it is necessary for customers to supply Bank of Montreal Hong Kong Branch ("BMO HK", such expression shall include its assignees, transferees and successors) with personal data ("Data") in connection with banking and financial services provided by BMO HK, including the opening or continuation of accounts, the establishment or continuation of banking or trade related facilities, or the provision of sales and financial product distribution and other client related services. The Data that we collect include those of the directors, shareholders, officers, authorized persons and managers of our corporate customers, or sureties and persons providing security or guarantee for banking or trade related facilities (collectively "Data Subjects").
- b. Failure to supply such Data may result in BMO HK being unable to open or continue accounts or establish or continue services or facilities.
- c. Data are also collected from Data Subjects in the ordinary course of the continuation of banking or financial services relationship with BMO HK, for example, when Data Subjects write cheques, deposit money or provide personal information in connection with banking or investment accounts.
- d. Data relating to a Data Subject may be used for the following purposes (whether within or outside Hong Kong):-
  - i. the processing of applications for banking or financial services or other services and facilities;
  - ii. the daily operation of banking and financial services and facilities, including performance of such function as may be deemed necessary by BMO HK as part of its enterprise function which may include but shall not be limited to the centralization and/or outsourcing of functions outside of Hong Kong for meeting operational, administrative and risk management requirements of BMO HK or otherwise;
  - iii. ensuring the ongoing creditworthiness of Data Subjects and conducting credit checks and audits generally;
  - iv. designing financial services or related products;
  - v. marketing services, products and other subjects;
  - vi. the enforcement of obligations of Data Subjects including, without limitation, the collection of amounts outstanding from Data Subjects and from providers of guarantees, security or other credit support for the obligations of Data Subjects;
  - vii. making disclosure pursuant to the requirements of any law or regulation of Hong Kong or elsewhere binding on or applying to BMO HK, its holding company, any of its offices, units or branches or any subsidiaries or affiliates of Bank of Montreal (whether in Hong Kong or elsewhere) (each, a "BMO Financial Group Member") or under and for the purposes of any application, direction, request, requirement, guideline or other similar document (whether or not having the force of law) issued by any competent regulatory or other authority of Hong Kong or elsewhere with which BMO Financial Group Member(s) is(are) expected to comply;
  - viii. enabling BMO Financial Group Members to comply with obligations, commitments or arrangements undertaken by BMO Financial Group Members with, local or foreign bodies and authorities, whether legal, regulatory, governmental, tax, law enforcement, self-regulatory, industry or others, including but not limited to obligations or arrangements relating to information sharing and exchange for tax purposes, compliance with reporting requirements, sanctions, or prevention or detection of money laundering, terrorist financing or other unlawful activities;
  - ix. enabling an actual or proposed assignee, transferee or successor of BMO HK or of all or part of its business, assets and/or shares or an actual or proposed participant or sub-participant of BMO HK's rights in respect of the Data Subject, to evaluate the transaction intended to be the subject of the assignment, transfer, succession, participation or sub-participation; and
  - x. other purposes directly or indirectly relating to any of the above.
- e. Data held by BMO HK relating to a Data Subject will be kept confidential but BMO HK may provide such information to the following parties (whether within or outside Hong Kong) for the purposes set out in paragraph d.:-

- i. any agent, contractor or third party service provider who provides services to BMO HK in connection with the operation of its business or the banking and financial services that it provides to its customers;
- ii. any other BMO Financial Group Member;
- iii. any actual or proposed assignee, transferee or successor of BMO HK or of all or part of its business, assets and/or shares or any actual or proposed participant or sub- participant of BMO HK's rights in respect of the Data Subject;
- iv. government departments or other appropriate governmental or regulatory authorities within or outside of Hong Kong; and
- v. any person to whom a BMO Financial Group Member is under an obligation to make disclosure under the requirements of any law or regulation of Hong Kong or elsewhere binding on or applying to the BMO Financial Group Member or under and for the purposes of any application, direction, request, requirement, guideline or other similar document (whether or not having the force of law) issued by any competent regulatory or other authorities of Hong Kong or elsewhere with which the BMO Financial Group Member is expected to comply.

f. Pursuant to the PDPO, any individual has the following rights:–

- i. the right to check whether BMO HK holds Data about him or her and of access to such Data;
- ii. the right to require that BMO HK correct any Data relating to him or her which is inaccurate;
- iii. the right to ascertain BMO HK's policies and practices in relation to Data and to be informed of the kind of Data held by BMO HK;
- iv. the right to obtain a copy of the Data.

g. Data of a Data Subject may be used, processed, stored, disclosed or transferred in and to any country or territory as BMO HK or any person who has obtained such data from BMO HK (as referred to in paragraph e. above) considers appropriate. Such data may also be disclosed in accordance with the local practices and the laws or regulations in such country or territory. Disclosure or transfer made pursuant to this Notice may be made to recipients in a jurisdiction other than that of the disclosing party or a jurisdiction that may not necessarily provide an equivalent level of protection for Data as the Data Subject's home jurisdiction.

h. Unless written notice to the contrary is provided to BMO HK, a Data Subject will be deemed to have acknowledged and consented to such collection, use, processing, storage, disclosure or transfer of personal data as described in paragraphs d., e. and g. above. A Data Subject may revoke this consent by written notice to BMO HK. Each customer acknowledges that BMO HK may be unable to open, continue or establish accounts or banking facilities, or establish or continue services without the consent. By providing BMO with such Data of the Data Subject, the customer: (a) is deemed to have given such consent and acceptance on behalf of the Data Subject; and (b) warrants and represents to BMO that such persons have given the customer the power to give such consent and acceptance on their behalf.

i. In accordance with the PDPO, BMO HK is entitled to charge a reasonable fee for the processing of any request for access to Data.

j. Requests for access to, or correction of, Data or for information regarding policies and practices and kinds of Data should be sent in writing to:–

The Data Protection Officer  
 Bank of Montreal, Hong Kong Branch  
 Suites 2806-2809, Level 28  
 Three Pacific Place, 1 Queen's Road East, Hong Kong  
 Telephone: (852) 3716 0888 Fax: (852) 2810 4520  
 Email: [DLHKCompliance@bmo.com](mailto:DLHKCompliance@bmo.com)

k. The contents of this Notice shall apply to all Data Subjects and form part of any contract for services that the customers have or may enter into with BMO HK from time to time. If there is any inconsistency or discrepancy between this Notice and the relevant contract, this Notice shall prevail insofar as it relates to the protection of the Data.

l. Nothing in this Notice shall limit the rights of Data Subjects under the PDPO.