

Financial Institutions

PART I: Anti-Money Laundering (“AML”) Questionnaire for Financial Institutions

Client Particulars	
Client’s Name	: (English) _____ (Chinese) _____
CI No.	: _____
Place of Incorporation	: _____
Account Number(s)	: _____

If your answer to any of the below questions is “NO”, please provide additional information at the end of this Questionnaire.

I. General AML Policies, Practices and Procedures:	Yes	No
1. Is the AML compliance program (the “AML Program”) approved by the board of directors or the senior management of your firm (referred to below as “the FI”)?	Y <input type="checkbox"/>	N <input type="checkbox"/>
2. Does the FI’s AML Program include a designated officer who is responsible for coordinating and overseeing the AML Program?	Y <input type="checkbox"/>	N <input type="checkbox"/>
3. Has the FI developed written policies and procedures documenting the processes and controls that it has in place to prevent, detect and report suspicious transactions?	Y <input type="checkbox"/>	N <input type="checkbox"/>
4. In addition to inspections by the relevant regulatory authority(ies), does the FI have an Internal Audit/ Compliance function or other independent third party that assesses its AML policies and procedures and related controls on a regular basis?	Y <input type="checkbox"/>	N <input type="checkbox"/>
5. Does the FI have a policy prohibiting accounts/relationships with shell banks?	Y <input type="checkbox"/>	N <input type="checkbox"/>
6. Does the FI have policies and procedures to reasonably ensure that it will not conduct transactions with or on behalf of shell banks through any of its accounts, products or services?	Y <input type="checkbox"/>	N <input type="checkbox"/>
7. Does the FI have policies and procedures covering relationships with Politically Exposed Persons (“PEP”) that are consistent with the financial industry’s best practices?	Y <input type="checkbox"/>	N <input type="checkbox"/>
8. Does the FI have appropriate record retention policies & procedures that comply with applicable laws, rules and regulations?	Y <input type="checkbox"/>	N <input type="checkbox"/>
9. Does the FI require compliance of its AML policies and practices by all of its branches and subsidiaries (local and overseas)?	Y <input type="checkbox"/>	N <input type="checkbox"/>
II. Risk Assessment		
10. Does the FI adopt a risk-based approach when performing assessment of its customers and their transactions?	Y <input type="checkbox"/>	N <input type="checkbox"/>
11. Does the FI determine the appropriate level of enhanced due diligence (“EDD”) necessary to be performed on its customers and the customers’ transactions which it has reason to believe pose a high risk of illicit activities through it?	Y <input type="checkbox"/>	N <input type="checkbox"/>
III. Know Your Customer, Due Diligence and Enhanced Due Diligence		
12. Has the FI implemented systems and/or processes for the identification and verification of its customers’ identities on whose behalf it maintains, operates accounts or conducts transactions that comply with applicable laws, rules and regulations?	Y <input type="checkbox"/>	N <input type="checkbox"/>
13. Does the FI require collection of information regarding its customers’ business activities?	Y <input type="checkbox"/>	N <input type="checkbox"/>
14. Does the FI collect information and assess the AML policies and procedures of its customers who are Financial Institutions?	Y <input type="checkbox"/>	N <input type="checkbox"/>



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A member of **Maybank Investment Banking** Group

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Questionnaire completed by: (Signature) _____

Name: _____

Title: [Director/ Responsible Officer/ Compliance Officer/ AML Officer]

Name of Financial Institution: _____

Location: _____

Date: _____

PART II

For institutional FI intermediary (Authorized Institution, Licensed Corporation, Authorized Insurer or similar)

Letter of Undertaking

Note to Client(s): This document is for, amongst others, the compliance with the Anti-Money Laundering and Counter-Terrorist Financing (Financial Institutions) Ordinance and the SFC Guideline on Anti-Money Laundering and Counter-Terrorist Financing. Please promptly sign and return this document to us.

To: MIB Securities (Hong Kong) Limited;
MIB Futures (Hong Kong) Limited; and
(Please delete the inappropriate and initial each deletion)
28/F, Lee Garden Three, 1 Sunning Road, Causeway Bay, Hong Kong

Re: Undertakings by Intermediary

In consideration of your agreement to provide the services as agreed by you from time to time and if I/we am/are an intermediary specified in section 18(3)(b) and section 18(3)(c) under Part 2, Division 4 of Schedule 2 of the Anti-Money Laundering and Counter-Terrorist Financing (Financial Institutions) Ordinance (“Specified Intermediary”) and operate and manage the Account(s) (No(s): _____) for my/our own client(s) (whether on a discretionary or non-discretionary basis) or otherwise for the transaction(s) with my/our own client(s), I/we, the undersigned Client(s), agree to the following terms:

1. I/We confirm that I/we am/are a Specified Intermediary and this confirmation is to continue for so long as any of my/our obligations hereunder remains subsisting;
2. In relation to each of my/our own client(s) for whom or for whose transaction(s) the Account(s) is/are operated and managed by me/us, I/we shall, if requested by any of the relevant MIB (HK) Group Companies, provide to such MIB (HK) Company a copy of any document, or a record of any data or information, obtained by me/us in the course of carrying out Customer Due Diligence (“CDD”) measure(s) for such MIB (HK) Company as soon as reasonably practicable after receiving the request;
3. If there is any legal or regulatory requirement (including but not limited to those stated in the AMLO or issued by the SFC) in respect of the CDD measure(s) carried out by me/us and/or any documents, records, data and/or information kept by me/us and/or the provision and/or keeping of the same, I/we shall also comply with such legal or regulatory requirement;
4. If I/we am/are also subject to the legal and regulatory requirements (as amended from time to time) in relation to anti-money laundering and counter-terrorist financing in any jurisdiction other than Hong Kong (including, without limitation, those requirements in relation to customer due diligence and provision and keeping of required records) (“Other Requirements”), I/we hereby warrant, represent and undertake to the relevant MIB (HK) Company or each of the relevant MIB (HK) Group Companies (if this document is given to more than one MIB (HK) Company) that in relation to each of my/our own client(s) for whom or for whose transaction(s) the Account(s) is/are operated and managed by me/us and/or in relation to each transaction I/we carry out for the Account(s), I/we am/are in full compliance with Other Requirements. For the avoidance of doubt, I/we agree to comply with the Know Your Client requirements stipulated in the Foreign Accounting Tax Compliance Act of the United States of America.
5. I/We will inform you immediately if I/we become aware of any of my/our own client(s) (for whom or for whose transaction(s) the Account(s) is/are operated and managed by me/us) engaging in activities which lead me/us to believe or reasonably suspect that such client is or may be involved in money laundering or terrorist financing activities.

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6. In the event that any confirmation, warranty, representation or undertaking contained herein becomes incorrect or misleading or that I/we am/are unable to comply with any of the obligations or provisions contained in this document, I/we shall notify you immediately upon the occurrence of any such event. For the avoidance, any said notification shall not, in any way, affect any of my/our obligations hereunder.
7. Subject to paragraph 8 below, should there be any conflict or inconsistency between this document and any other document in relation to the matters referred to herein, this document shall prevail.
8. To the extent that any provisions of the AMLO, or of the regulatory requirements issued by the SFC from time to time, in respect of the aforesaid CDD measure(s) carried out by me/us and/or any documents, records, data and/or information referred to in the above paragraphs of this document and/or the provision and/or keeping of any such documents, records, data and/or information are not expressly incorporated in this document, the same shall be incorporated by reference in this document. The provisions of the AMLO, and of the regulatory requirements issued by the SFC from time to time, in respect of the aforesaid CDD measure(s) carried out by me/us and/or any documents, records, data and/or information referred to in the above paragraphs of this document and/or the provision and/or keeping of any such documents, records, data and/or information shall prevail over the provisions of this document.
9. In this document, unless the context requires otherwise, (i) words not defined shall have the meanings ascribed to them in the AMLO or applicable regulatory requirements issued by the SFC from time to time (as the case may be); (ii) regulatory requirements issued by the SFC from time to time include, without limitation, the requirements contained in the Guideline on Anti-Money Laundering and Counter-Terrorist Financing; (iii) “MIB (HK) Group Companies” means the companies which are listed at page 1 of this document and which have not been deleted by me/us and “MIB (HK) Company” means any of the aforesaid companies or if only one of the aforesaid companies has not been deleted, that company; (iv) “you” means any one or more or all of the MIB (HK) Group Companies and “your” and “yours” shall be construed accordingly; (v) terms in the singular shall include the plural and vice versa; and (v) “Hong Kong” means the Hong Kong Special Administrative Region of the People’s Republic of China.
10. This document shall be governed by and construed in accordance with the laws of Hong Kong and I/we hereby irrevocably submit to the exclusive jurisdiction of the courts of Hong Kong.

SIGNED by:

For and on behalf of

Client’s name (please print)

Date

Authorized signature(s)

Name(s) (please print):

Title(s) (please print):