

## Cross-boundary Wealth Management Connect (Northbound) - Wealth Management Connect Multi-Currency Statement Savings Account Terms and Conditions

### 跨境理財通(北向通) - 跨境理財通綜合貨幣儲蓄(結單)存款戶口 條款及細則

The Bank of East Asia, Limited (“**BEA**” or the “**Bank**”) offers Cross-boundary Wealth Management Connect (Northbound) services in accordance with these terms and conditions. Customers applying to open a Wealth Management Connect Multi-Currency Statement Savings Account (the “**Customer**”) shall comply with the requirements contained in and be subject to these terms and conditions.

東亞銀行有限公司(「東亞銀行」或「本行」)根據此條款及細則提供跨境理財通(北向通)服務。申請跨境理財通綜合貨幣儲蓄(結單)存款戶口之客戶(「客戶」)需符合此條款及細則中所列的要求及受其限制。

#### **1. Definitions and Interpretation**

##### 定義及闡釋

1.1 These terms and conditions are not supplements to the Rules and Regulations Governing Multi-Currency Statement Savings Accounts (the “**Rules**”) and do not constitute amendments to the Rules. Use of the Wealth Management Connect Multi-Currency Statement Savings Account shall be subject to the Rules (as may be amended from time to time). The Customer shall read together these terms and conditions, the Rules and the Law Compliance Supplement (collectively, the “**Relevant Terms**”). In the event of any conflict between these terms and conditions and the Rules or any other applicable terms and conditions, these terms and conditions shall prevail insofar as Cross-boundary Wealth Management Connect (Northbound) services are concerned.

此條款及細則並不是綜合貨幣儲蓄(結單)存款戶口規則(「規則」)之補充，亦不構成對規則的修改。跨境理財通綜合貨幣儲蓄(結單)存款戶口將同時受規則約束(可被不時修改)。客戶須連同此條款及細則、規則、以及遵從法律補充條款(以下統稱為「相關條款」)一併閱讀。當此條款及細則與規則或其他適用的條款及細則有歧義，就跨境理財(北向通)服務而言，概以此條款及細則為準。

1.2 BEA and its nominees may introduce and provide new services from time to time based on any update in the policies of Cross-boundary Wealth Management Connect and shall notify the Customer of the terms and conditions governing the same. These terms and conditions, insofar as they are not inconsistent with the terms and conditions for the new services, shall apply to such new services and be binding on the Customer. In the event of any conflict between these terms and conditions and the terms and conditions for the new services, the terms and conditions for the new services available on the Bank’s website will (unless BEA in its absolute discretion otherwise thinks fit in any particular case) prevail insofar as the new services are concerned.

東亞銀行及其代理人將不時根據跨境理財通之政策更新而引進及提供新服務，並通知客戶有關之條款及細則。只要此條款及細則與新服務之條款並無不相符之處，則此條款及細則將適用於該新服務並對客戶具約束力。當新服務之條款和此條款及細則有歧異，就該新服務而言，概以刊載於本行網頁新服務之條款為準(東亞銀行在任何特定情況下按其絕對酌情權認為合適則除外)。

1.3 Unless otherwise specified in these terms and conditions, words and expressions defined in the Rules shall have the same meanings in these terms and conditions.

除非於此條款及細則另有註明，否則於規則中所定義的詞語及措辭在此條款及細則上將具有相同的涵義。

#### **2. Eligibility**

##### 申請資格

2.1 The Customer warrants that he satisfies the conditions of eligible investors as prescribed by the Hong Kong Monetary Authority in respect of the Northbound Scheme of Cross-boundary Wealth Management Connect.

客戶保證他完全滿足香港金融管理局就跨境理財通(北向通)定義合資格投資者的條件。

2.2 The Customer warrants that at the time of account opening, he is not a vulnerable customer as defined in the guidelines of regulatory authorities in Hong Kong.

客戶保證他於開戶時並不屬香港監管機構指引中定義的需要特別關顧客戶。

- 2.3 The Bank may verify the Customer's eligibility from time to time. If the Customer ceases to be eligible for the Northbound Scheme of Cross-boundary Wealth Management Connect, the Bank may close the Customer's Wealth Management Connect Multi-Currency Statement Savings Account and terminate the relevant services at any time. In particular, the Bank cannot provide Cross-boundary Wealth Management Connect (Northbound) services to vulnerable customers. After opening a Wealth Management Connect Multi-Currency Statement Savings Account, if a customer becomes a vulnerable customer due to a change in personal circumstances, the Bank will take follow-up actions with the customer and may cease to provide Cross-boundary Wealth Management Connect (Northbound) services to such customer.

本行將不時審核客戶的資格。倘若客戶未能符合跨境理財通(北向通)所需之資格要求,本行隨時有權終止客戶的跨境理財通綜合貨幣儲蓄(結單)存款戶口及相關服務。當中,本行不能為需要特別關顧客戶提供跨境理財通(北向通)服務。若客戶在開立跨境理財通綜合貨幣儲蓄(結單)存款戶口後,因個人情況改變而成為需要特別關顧客戶,本行將與客戶作出跟進,並可能停止向該客戶提供跨境理財通(北向通)服務。

### 3. Account Opening Arrangements

#### 開戶安排

- 3.1 The Customer with a Wealth Management Connect Multi-Currency Statement Savings Account must at the same time open a SupremeGold Account or Supreme Account and link its Wealth Management Connect Multi-Currency Statement Savings Account to the SupremeGold Account or Supreme Account held in the same name. In the event of any conflict between these terms and conditions and the terms and conditions for the SupremeGold Accounts or Supreme Accounts, these terms and conditions shall prevail insofar as Cross-boundary Wealth Management Connect (Northbound) services are concerned.

跨境理財通綜合貨幣儲蓄(結單)存款戶口之客戶必須同時開立一般顯卓理財或至尊理財戶口,並透過將綜合貨幣儲蓄(結單)賬戶顯示於同名之顯卓理財或至尊理財戶口中。當此條款及細則與規則或顯卓理財/至尊理財戶口條款及細則或其他適用的相關條款及細則有歧義,就跨境理財通(北向通)服務而言,概以此條款及細則為準。

- 3.2 The Customer with a Wealth Management Connect Multi-Currency Statement Savings Account must open a dedicated investment account for Cross-boundary Wealth Management Connect (the "**Dedicated Investment Account**") with the designated branch of BEA China and the Dedicated Investment Account should be paired with the Wealth Management Connect Multi-Currency Statement Savings Account opened with the Bank to form a one-to-one matching.

跨境理財通綜合貨幣儲蓄(結單)存款戶口之客戶必須於東亞中國指定分行開立跨境理財通投資專戶(「**投資專戶**」),而該投資專戶須與本行開立之跨境理財通綜合貨幣儲蓄(結單)存款戶口進行一對一之配對。

- 3.3 To facilitate the account opening process, BEA China may accept the Customer's account opening application through such channels as may be acceptable to it. If the Customer is required by the prevailing regulatory requirements to complete the account opening process in person, the Customer can travel to Chinese Mainland to complete the account opening procedures after preliminary approval by BEA China.

為方便開戶手續,東亞中國可以其認為可接受的渠道接受客戶的開戶申請。如屆時監管要求需要客戶親身完成開戶手續,客戶可待東亞中國完成初步審批後,才親身前往中國內地辦理所需手續。

### 4. Account Limitations

#### 戶口限制

- 4.1 The Wealth Management Connect Multi-Currency Statement Savings Account, as the Customer's dedicated remittance account, may be used only for remittance purposes under the Northbound Scheme and may not be used for the purposes of any other services (despite other functions available under the Multi-Currency Statement Savings Account).

跨境理財通綜合貨幣儲蓄(結單)存款戶口乃北向通匯款專戶,只能用作北向通下的匯款用途,不能作為其他服務用途(儘管綜合貨幣儲蓄(結單)存款戶口有其他功能)。

- 4.2 The customer shall use his/her own funds to purchase investment products under the Northbound Scheme of Cross-boundary Wealth Management Connect and shall not raise funds from others or use funds from a third party for investment.

客戶應使用自有資金購買跨境理財通(北向通)下的投資產品,及不應募集他人資金或使用其他非自有資金進行投資。

- 4.3 The Wealth Management Connect Multi-Currency Statement Savings Account and the Dedicated Investment Account shall form a closed-loop fund flow of cross-boundary RMB funds. Funds remitted from the Wealth Management Connect Multi-Currency Statement Savings Account to Chinese Mainland may only be credited to the Dedicated Investment Account; whilst the funds remitted from Chinese Mainland to the Wealth Management Connect Multi-Currency Statement Savings Account may only be from the Dedicated Investment Account. Fund transfers between the Wealth Management Connect Multi-Currency Statement Savings Account and other Chinese Mainland accounts are not permitted. Nevertheless, transfers between the Wealth Management Connect Multi-Currency Statement Savings Account and the SupremeGold Account or Supreme Account held in the same name (except for any time deposit account) are permitted.

跨境理財通綜合貨幣儲蓄(結單)存款戶口須與投資專戶實施人民幣跨境資金閉環匯款。由跨境理財通綜合貨幣儲蓄(結單)存款戶口匯到中國內地的款項只能劃撥至投資專戶；而從中國內地匯入跨境理財通綜合貨幣儲蓄(結單)存款戶口的款項，也只能來自該投資專戶。跨境理財通綜合貨幣儲蓄(結單)存款戶口不能與其他中國內地賬戶之間轉撥資金。然而，跨境理財通綜合貨幣儲蓄(結單)存款戶口可與同名之個人一般顯卓理財戶口或至尊理財戶口(定期存款賬戶除外)進行轉賬。

- 4.4 All cross-boundary remittances between the Wealth Management Connect Multi-Currency Statement Savings Account and the Dedicated Investment Account must be conducted in RMB. The Customer's principal investment amount and investment proceeds in the Dedicated Investment Account may be remitted in RMB back with the Wealth Management Connect Multi-Currency Statement Savings Account to which it is matched.

所有在跨境理財通綜合貨幣儲蓄(結單)存款戶口及投資專戶之間的跨境匯款，必須以人民幣進行。客戶在中國內地投資專戶內的本金和投資收益均可經原路以人民幣匯回已配對的跨境理財通綜合貨幣儲蓄(結單)存款戶口。

- 4.5 The Customer may not remit funds in excess of the aggregate quota (which is currently RMB 150 billion) or the individual investor quota (which is currently RMB 3 million) for the Northbound Scheme daily. If an investor simultaneously selects both a bank and a securities firm for investment under Northbound Scheme, the individual investor quota allocated between the bank and the securities firm will each be RMB 1.5 million.

客戶不得匯款超過「北向通」所設每日計算之單邊總額度(現時為1,500億元人民幣)及個人額度(現時為300萬元人民幣)。若投資者同時選擇銀行和證券公司進行北向通投資，在銀行和證券公司的個人額度各為150萬元人民幣。

The usage of bank's individual investor quota is calculated as follows:

銀行個人額度的使用量計算方式如下：

*Usage of bank's individual investor quota = cumulative remittances from the Dedicated Remittance Account of Hong Kong Bank to the Chinese Mainland under the Northbound Scheme – cumulative remittances from the Chinese Mainland to the Dedicated Remittance Account of Hong Kong Bank under the Northbound Scheme*

銀行個人額度使用量 = 北向通由香港銀行匯款專戶流入中國內地資金的累計總額 – 北向通由中國內地流出至香港銀行匯款專戶資金的累計總額

- 4.6 Where any of the above limitations is violated, or where the Bank considers appropriate, the Bank may suspend or terminate the Wealth Management Connect Multi-Currency Statement Savings services and/or any transaction after giving reasonable notice.

若違反上述戶口限制或在本行認為適當的情況下，本行有權向客戶作出合理通知後暫停或終止跨境理財通綜合貨幣儲蓄(結單)存款服務及/或任何交易。

- 4.7 In the event of any dispute relating to any relevant account opening requirements and the above account limitations, the decision of BEA shall be final and conclusive.

如有任何相關開戶要求及上述戶口限制上的爭議，本行所作的決定為最終及不可推翻。

- 4.8 The Customer shall understand the rules and procedures relevant to transactions in Chinese Mainland wealth management product market, and consider his/her own circumstances before making investment decisions.

客戶應了解中國內地理財產品市場交易的業務規則與流程，並在作出投資決定前先考慮自身狀況。

- 4.9 The Customer confirms that he/she has received, read, understood and agreed to the terms of the Notice relating to Wealth Management Connect Multi-Currency Statement Savings Account (including the restrictions, limitations and risks relating to the participation in the Northbound Scheme).

客戶確認已收悉、細閱、明白及同意關於跨境理財通綜合貨幣儲蓄(結單)存款戶口的通知的條文(包括與參與北向通有關的限制、局限及風險)。

## 5. Products and Services

### 產品及服務

5.1 Services and rewards available to the Customer under, and the latest details relating to, the Wealth Management Connect Multi-Currency Statement Savings Accounts will be available on the Bank's website.

跨境理財通綜合貨幣儲蓄(結單)存款戶口之客戶可使用的服務, 禮遇及最新詳情將刊載於本行網頁。

5.2 The Bank reserves the right to vary, add or cancel any product, service and/or offer to be provided to the Cross-boundary Wealth Management Connect accounts at any time without prior notice. For details, please refer to the Bank's website or please enquire with branch staff. In the event of any dispute, the decision of BEA shall be final and conclusive.

本行保留不時更改、增加或撤銷提供予跨境理財通戶口的產品、服務及/或優惠, 而無須事前通知。有關詳情, 請瀏覽本行網頁或向客戶經理查詢。如有任何爭議, 本行所作的決定為最終及不可推翻。

## 6. General Terms

### 一般條款

6.1 The Customer must redeem all wealth management products under the Dedicated Investment Account and remit all remaining funds in the Dedicated Investment Account back to the Wealth Management Connect Multi-Currency Statement Savings Account to which it is bound before the Customer may terminate his/her Wealth Management Connect Multi-Currency Statement Savings Account.

客戶必須將投資專戶內投資產品全部贖回, 並將所有餘額透過匯款匯入綁定之跨境理財通綜合貨幣儲蓄存款戶口內, 方可於本行終止跨境理財通綜合貨幣儲蓄存款戶口。

6.2 BEA may revise any provisions contained in these terms and conditions and/or introduce additional provisions at any time and from time to time after giving such reasonable notice as may be required by the applicable code of practice or code of conduct. Such provisions, any revision and/or additions thereto shall become effective when brought to the attention of the Customer by way of notice and shall be deemed to have been accepted by, and binding on, the Customer if the Customer continues to use any of the account and/or the services currently provided by BEA after the effective date of such notice.

東亞銀行有權按適用的營運守則或操守準則所規定給予客戶合理通知後可隨時及不時修訂及/或新增此條款及細則所載之任何條文, 該等修訂及新增條文即告生效。倘若客戶於接獲通知後仍繼續使用東亞銀行當時提供之任何此戶口及/或服務, 該等修訂及/或新增條文在其生效日起被視為獲客戶接納及對客戶立即具約束力。

6.3 Where the context permits, the singular includes the plural and vice versa, the masculine includes feminine and neuter and vice versa.

在此條款及細則內一切單數形式詞句包括多數形式詞句, 反之亦然; 一切包含男性之詞句亦包括女性及無性別形式詞句。

6.4 These terms and conditions shall be binding on and enure to the benefit of the Bank and the Customer and the respective successors and assigns of the Bank and the Customer.

此條款及細則對本行、客戶及他們每一位的承繼人、財產承辦人、繼任人或承讓人, 均有約束力。

6.5 No person other than the Customer or the Bank will have any right under the Contracts (Rights of Third Parties) Ordinance (Cap. 623 of the Laws of Hong Kong) to enforce or enjoy the benefit of any of the provisions of these terms and conditions.

除客戶及本行以外, 並無其他人士有權按《合約(第三者權利)條例》(香港法例第623章)強制執行此條款及細則的任何條文, 或享有此條款及細則的任何條文的利益。

6.6 These terms and conditions shall be governed by the laws of the Hong Kong Special Administrative Region and by the Bank's practices, as are now in effect or as hereafter amended, enacted, or adopted. The Courts of Hong Kong shall have the non-exclusive jurisdiction to determine, enforce, and adjudicate all disputes and claims arising out of the above and in connection therewith.

此條款及細則皆受現行或日後修訂及制定或採納之香港特別行政區法例、本行之慣常處理方法所約束。香港法庭對上述條款及細則下或有關的一切糾紛及索賠的裁決、執行及判定, 均有非專屬的管轄權。

6.7 Should there be any discrepancy between the English and Chinese versions of these terms and conditions, the English version shall prevail.

此條款及細則的中英文版本如有歧異, 以英文版本為準。

Should the Customer have any enquiries about these terms and conditions, please contact the Bank's representatives or call the Wealth Management Connect hotline at 2211 1133 or the toll-free Chinese Mainland Wealth Management Connect service hotline at 4008 42 7695.

客戶對此等條款有任何疑問, 請聯絡客戶經理或致電跨境理財通專線 2211 1133/ 跨境理財通中國內地免費服務專線 4008 42 7695。