

Cross-boundary Wealth Management Connect (Southbound) - Wealth Management Connect SupremeGold Account Terms and Conditions

跨境理财通(南向通) - 跨境理财通显卓理财户口 条款及细则

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

东亚银行有限公司(「**东亚银行**」或「**本行**」)根据此条款及细则提供跨境理财通服务。申请跨境理财通显卓理财户口之客户(「**客户**」)需符合此条款及细则中所列的要求及受其限制。

1. Definitions and Interpretation

定义及阐释

1.1 These terms and conditions are not supplements to the SupremeGold Account / Supreme Account / i-Account Terms and Conditions (the “**T&C**”) and do not constitute amendments to the T&C. Use of the Wealth Management Connect SupremeGold Account shall be subject to the T&C (as may be amended from time to time). The Customer shall read together these terms and conditions, the T&C and the Law Compliance Supplement (collectively, the “**Relevant Terms**”). In the event of any conflict between these terms and conditions and the T&C or any other applicable terms and conditions, these terms and conditions shall prevail insofar as Cross-boundary Wealth Management Connect (Southbound) services are concerned.

此条款及细则并不是显卓理财户口/至尊理财户口/i-Account条款及细则(「**规则**」)之补充，亦不构成对规则的修改。跨境理财通显卓理财户口将同时受规则约束(可被不时修改)。客户须连同此条款及细则、规则、以及遵从法律补充条款(以下统称为「**相关条款**」)一并阅读。当此条款及细则与规则或其他适用的条款及细则有歧义，就跨境理财通(南向通)服务而言，概以此条款及细则为准。

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.

东亚银行及其代理人将不时根据跨境理财通之政策更新而引进及提供新服务，并通知客户有关之条款及细则。只要此条款及细则与新服务之条款并无不相符之处，则此条款及细则将适用于该新服务并对客户具约束力。当新服务之条款与此条款及细则有歧异，就该新服务而言，概以刊载于本行网页新服务之条款为准(东亚银行在任何特定情况下按其绝对酌情权认为合适则除外)。

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

除非于此条款及细则另有注明，否则于规则中所定义的词语及措辞在此条款及细则上将具有相同的涵义。

2. Eligibility

申请资格

2.1 The Customer warrants that he is eligible as a Chinese Mainland investor in respect of the Southbound Scheme of Cross-boundary Wealth Management Connect.

客户保证他完全满足作为跨境理财通(南向通)中国内地投资者的条件。

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.

客户保证他于开户时并不属香港监管机构指引中定义的需要特别关顾客户。

2.3 The Customer understands and agrees that BEA may provide Cross-boundary Wealth Management Connect (Southbound) services to the Customer only after its Chinese Mainland partner bank (being The Bank of East Asia (China) Limited (“BEA China”)) has verified and confirmed to the Bank the eligibility of the Customer as an eligible Chinese Mainland investor in accordance with the requirements of the regulatory authorities, and after the Bank has assessed the Customer as not being a vulnerable customer in accordance with the guidelines of the regulatory authorities.

客户明白并同意，东亚银行只会在中国内地合作银行（即东亚银行（中国）有限公司（「东亚中国」））根据监管机构之要求审核并向本行确认客户符合跨境理财通（南向通）中国内地投资者的条件后，及在本行根据监管机构的指引评定客户并不属需要特别关顾客户后，本行方会向客户提供跨境理财通（南向通）服务。

2.4 The Bank may verify the Customer’s eligibility from time to time. If the Customer ceases to be eligible for the Southbound Scheme of Cross-boundary Wealth Management Connect, the Bank may close the Customer’s Wealth Management Connect SupremeGold Account and terminate the relevant services at any time. In particular, the Bank cannot provide Cross-boundary Wealth Management Connect (Southbound) services to vulnerable customers. After opening a Wealth Management Connect SupremeGold 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 (Southbound) services to such customer.

本行将不时审核客户的资格。倘若客户未能符合跨境理财通（南向通）所需之资格要求，本行随时有权终止客户的跨境理财通显卓理财户口及相关服务。当中，本行不能为需要特别关顾客户提供跨境理财通（南向通）服务。若客户在开立跨境理财通显卓理财户口后，因个人情况改变而成为需要特别关顾客户，本行将与客户作出跟进，并可能停止向该客户提供跨境理财通（南向通）服务。

3. Account Opening Arrangements

开户安排

3.1 The Customer shall maintain a bank account that may conduct cross-boundary remittances (the “**Dedicated Remittance Account**”) with the designated branch of BEA China, and the Dedicated Remittance Account should be paired with the Wealth Management Connect SupremeGold Account with the Bank to form a one-to-one matching.

客户需于东亚中国指定分行设有一个有跨境汇款功能的银行账户（「汇款专户」），而该汇款专户须与本行开立之跨境理财通显卓理财户口进行一对一之配对。

3.2 To facilitate the account opening process, the Bank may accept the Customer’s account opening application through such channels as may be acceptable to it (currently, BEA China may, in accordance with the Customer’s instructions, assist the Customer to fill in the required account opening documents and transfer such documents to the Bank on behalf of the Customer). The Bank may add, reduce, amend, suspend or terminate any channel at any time without prior notice.

为方便开户手续，本行可以其认为可接受的渠道接受客户的开户申请（目前东亚中国可按客户的指示及代表客户，在事前协助客户填写所需的开户文件以及向本行转交相关文件）。本行可随时增加、减少、更改、暂停或终止任何渠道，毋需事先通知客户。

4. Account Limitations

户口限制

4.1 The Wealth Management Connect SupremeGold Account, as the Customer’s dedicated investment account, may be used only for investment purposes under the Southbound Scheme and may not be used for the purposes of any other services (despite other functions available under the SupremeGold Account).

跨境理财通显卓理财户口乃南向通投资专户，只能根据此条款及细则用作南向通下的投资用途，不能作为其他服务用途（尽管显卓理财户口有其他功能）。

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

客户应使用自有资金购买跨境理财通（南向通）下的投资产品，及不应募集他人资金或使用其他非自有资金进行投资。

4.3 The Wealth Management Connect SupremeGold Account includes 3 basic sub-accounts including a Statement Savings Sub-account, a HKD Current Sub-account and a Time Deposit Sub-account. The funds in the accounts may only be remitted to and from the Dedicated Remittance Account through the Statement Savings Sub-account, and such transactions shall be subject to the closed-loop fund flow of cross-boundary RMB funds and quota restrictions. The Wealth Management Connect SupremeGold Account also includes a securities account for investment purposes, under which settlement may be conducted only through the Statement Savings Sub-account.

跨境理财通显卓理财户口设有3个基本附属存款账户包括储蓄(结单)账户、港元往来户口及定期存款账户。账户资金只可透过附属之储蓄(结单)账户与汇款专户进行汇出及汇入之交易,且有关交易受人民币跨境资金闭环汇款和额度管理所限。跨境理财通显卓理财账户亦同时设有一个证券户口作投资,而结算只限透过附属之储蓄(结单)账户进行。

4.4 The Wealth Management Connect SupremeGold Account and the Dedicated Remittance Account shall form a closed-loop fund flow of cross-boundary RMB funds. The Wealth Management Connect SupremeGold Account may only conduct cross-boundary remittance to and from the Dedicated Remittance Account with which it is paired, and receive the investment returns arising from the Southbound Scheme investments. Funds in the Wealth Management Connect SupremeGold Account may only be used for purchasing eligible wealth management products or be remitted back to the Dedicated Remittance Account. Except for the Dedicated Remittance Account that has been paired, the Customer may not transfer funds from the Wealth Management Connect SupremeGold Account to other accounts (including accounts outside Hong Kong), withdraw cash from the Wealth Management Connect SupremeGold Account or use funds from the Wealth Management Connect SupremeGold Account for purposes such as pledges, leverages or guarantees.

跨境理财通显卓理财户口须与汇款专户实施人民币跨境资金闭环汇划。跨境理财通显卓理财户口只能与配对的汇款专户进行跨境拨款或收款,及收取南向通下的投资回报,而该跨境理财通显卓理财户口的资金只能用作购买合资格的理财产品,或原路汇回汇款专户。除已配对的汇款专户外,客户不得把跨境理财通显卓理财户口的资金划转至其他账户(包括非香港的账户),不得从跨境理财通显卓理财户口提取现钞,不得把跨境理财通显卓理财户口的资产作质押、杠杆、保证等用途。

4.5 All cross-boundary remittances between the Wealth Management Connect SupremeGold Account and the Dedicated Remittance Account must be conducted in RMB. Regardless of the settlement currencies of the wealth management products being invested in by the Customer, funds should be converted into RMB in accordance with the Bank's prevailing rates at the relevant time when the Customer exits his/her investments and remit funds back to the Dedicated Remittance Account.

所有在跨境理财通显卓理财户口及汇款专户之间的跨境汇款,必须以人民币进行。无论客户投资的理财产品结算货币为何,退出投资并把资金汇回汇款专户时,须把资金以本行当时的报价兑换回人民币。

4.6 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 Southbound Scheme daily. If an investor simultaneously selects both a bank and a licensed corporation for investment under Southbound Scheme, the individual investor quota allocated between the bank and the licensed corporation will each be RMB 1.5 million.

客户不得汇款超过「南向通」所设每日计算之单边总额度(现时为1,500亿元人民币)及个人额度(现时为300万元人民币)。如果投资者同时选择银行和持牌法团进行南向通投资,在银行和持牌法团的个人额度各为150万元人民币。

4.7 Where any of the above limitations is violated, or where the Bank considers appropriate, the Bank may suspend or terminate the Wealth Management Connect SupremeGold Account services and/or any transaction after giving reasonable notice.

若违反上述户口限制或在本行认为适当的情况下,本行有权向客户作出合理通知后暂停或终止跨境理财通显卓理财户口服务及/或任何交易。

4.8 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.

如有任何相关开户要求及上述户口限制上的争议,本行所作的决定为最终及不可推翻。

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 SupremeGold Accounts (including the restrictions, limitations and risks relating to the participation in the Southbound Scheme).

客户确认已收悉、细阅、明白及同意关于跨境理财通显卓理财户口的通知的条文(包括与参与南向通有关的限制、局限及风险)。

5 Products and Services

产品及服务

- 5.1 Products, services, rewards available to the Customer under, and the latest details relating to, the Wealth Management Connect SupremeGold Accounts will be available on the Bank's website.
跨境理财通显卓理财户口之客户可使用的产品、服务、礼遇及最新详情将刊载于本行网页。
- 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.
本行保留不时更改、增加或撤销提供予跨境理财通户口的产品、服务及/或优惠，而无须事前通知。有关详情，请浏览本行网页或向客户经理查询。如有任何争议，本行所作的决定为最终及不可推翻。

6. General Terms

一般条款

- 6.1 The Customer agrees to redeem all wealth management products under his/her Wealth Management Connect SupremeGold Account before terminating the account. When the account is terminated, the Bank is authorised to remit all remaining funds therein to the Dedicated Remittance Account without notifying the Customer.
客户同意在跨境理财通显卓理财户口终止前，必须将户口内所有投资产品赎回。在终止时，本行获授权将所有余额透过汇款汇入汇款专户，毋需另行通知客户。
- 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.
东亚银行有权按适用的营运守则或操守准则所规定给予客户合理通知后可随时及不时修订及/或新增此条款及细则所载之任何条文，该等修订及新增条文即告生效。倘若客户于接获通知后仍继续使用东亚银行当时提供之任何此户口及/或服务，该等修订及/或新增条文在其生效日起被视为获客户接纳及对客户立即具约束力。
- 6.3 Where the context permits, the singular includes the plural and vice versa, the masculine includes feminine and neuter and vice versa.
在此条款及细则内一切单数形式词句包括多数形式词句，反之亦然；一切包含男性之词句亦包括女性及无性别形式词句。
- 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.
此条款及细则对本行、客户及他们每一位的承继人、财产承办人、继任人或承让人，均有约束力。
- 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.
除客户及本行以外，并无其他人士有权按《合约(第三者权利)条例》(香港法例第623章)强制执行此条款及细则的任何条文，或享有此条款及细则的任何条文的利益。
- 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.
此条款及细则皆受现行或日后修订及制定或采纳之香港特别行政区法例、本行之惯常处理方法所约束。香港法庭对上述条款及细则下或有关的一切纠纷及索赔的裁决、执行及判定，均有非专属的管辖权。
- 6.7 Should there be any discrepancy between the English and Chinese versions of these terms and conditions, the English version shall prevail.
此条款的中英文版本如有歧异，以英文版本为准。

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 PRC Wealth Management Connect service hotline at 4008 42 7695.

客户对此等条款有任何疑问，请联络客户经理或致电跨境理财通专线2211 1133/跨境理财通中国内地免费服务专线4008 42 7695。