



理財通北向服務條款及細則

1 適用範圍

- 1.1 此等條款及細則（“**條款及細則**”）適用於理財通北向服務（定義見下文）的所有用戶。客戶（定義見下文）如使用理財通北向服務，即表示其同意受此等條款及細則約束。
- 1.2 受下文第 1.3 條的規限及於適用的情況下，以下各項（統稱“**一般條款及細則**”）均適用於理財通北向服務及／或理財通北向人民幣匯款賬戶（定義見下文）的使用：
- (a) 開戶申請表（個人客戶）；
 - (b) 服務條款；
 - (c) 零售銀行服務一般說明；
 - (d) 關於以下的服務收費（“**服務收費**”）：
 - (i) 一般銀行服務收費／貸款服務收費；及
 - (ii) 「集友理財」／「友盈理財」服務收費；
 - (e) 集友理財／友盈理財服務概覽；
 - (f) 資料政策通告；
 - (g) 人民幣業務附加說明；
 - (h) 規則：人民幣相關賬戶；及
 - (i) 本行可能不時向客戶提供的適用於理財通北向服務的其他條款及細則。
- 1.3 本條款及細則與一般條款及細則如有歧義，就理財通北向服務而言，概以本條款及細則為準。
- 1.4 本條款及細則的英文與中文版本的文義如有任何歧義，概以英文版本為準。

2 定義及詮釋

- 2.1 除上下文另有規定外，本條款及細則內的詞語及詞彙概具有服務條款賦予其之含義。
- 2.2 除上下文另有規定外，本條款及細則內下述詞語應當具有如下含義：

“**適用規定**”指由任何機關（無論是在香港或境外）頒佈，本行、合作銀行或客戶預期不時就理財通北向服務及／或理財通北向人民幣匯款賬戶而言應予遵守之任何法律、規則、法規、政策、詮釋、指示、指引、公告、規定及其他監管文件（無論是否具有法律效力）。

“**權力機構**”包括對本行任何部分及理財通北向服務具有管轄權之任何本地或其他法域司法、行政、公共或監管機構、任何政府、證券或期貨交易所、法院、中央銀行或執法機構、金融服務供應商之自律或行業機構或協會，或任何上述權力機構之代理機構，包括但不限於中國人民銀行、國家金融監督管理總局、中國證券監督管理委員會、國家外匯管理局、香港金融管理局及香港證券及期貨事務監察委員會。

“**本行**”指集友銀行有限公司（地址為香港中環德輔道中 78 號）及其繼承人及受讓人。在文義允許之情況下，包括本行委任作為其代名人或代理人以代表其履行理財通北



向服務的任何人士。

“**合作銀行**”指廈門國際銀行或任何其他獲本行就理財通北向服務按其獨有及絕對酌情權接納的符合適用規定的任何位於內地的銀行。

“**客戶**”指已獲本行准許使用理財通北向服務及符合本行及適用規定不時訂明的資格條件的本行客戶。在文義允許之情況下，包括客戶的代表及繼任人。

“**合資格產品**”指客戶根據適用規定及合作銀行不時訂明的其他規定獲准透過其內地投資賬戶在理財通北向服務下投資的任何理財產品。

“**集團**”指本行及其控股公司、以及本行及其控股公司各自的分行、附屬公司、代表辦事處及附屬成員，不論其所在地。未免疑惑，“**集團成員**”應當包括廈門國際銀行股份有限公司以及廈門國際銀行股份有限公司之分行、附屬公司、代表辦事處及附屬成員，不論其所在地。

“**香港**”指中華人民共和國香港特別行政區。

“**內地**”就本條款及細則而言，指中華人民共和國，不包含香港、中華人民共和國澳門特別行政區及臺灣。

“**內地投資賬戶**”指客戶將在合作銀行以其個人名義開立的用於理財通北向服務的投資賬戶。

“**私隱政策**”指資料政策通告。

“**人民幣**”指內地的法定貨幣人民幣。

“**理財通北向服務**”指本行提供的理財通北向服務，根據該服務，客戶可在內地投資賬戶與理財通北向人民幣匯款賬戶之間匯劃人民幣資金。

“**理財通北向人民幣匯款賬戶**”指以客戶個人名義在本行開立的專門用於理財通北向服務（包括有關理財通北向服務的資金匯劃）的人民幣銀行賬戶。

2.3 除上下文另有要求外：

- (a) 單數詞的含義包括複數，反之亦然，單一性別的詞語也包含所有性別；
- (b) 凡使用“包括”一詞，均視作其後接“但不限於”；及
- (c) 對本條款及細則及一般條款及細則或任何其他協議或文件的提述應解釋為對其不時經修訂、更改或補充版本的提述。

2.4 除另行指明外，對條文的提述指對本條款及細則內條文的提述。

2.5 條文標題在解釋本條款及細則時不應理會。



3 理財通北向服務的範圍

- 3.1 理財通北向服務容許客戶在適用規定的規限下，在理財通北向人民幣匯款賬戶與內地投資賬戶之間匯劃資金。
- 3.2 本行可按不時訂明之條款及細則提供理財通北向服務。本行有權不時採取下列任何或全部行動而無須事先發出通知：
- (a) 推出新的服務或更改、暫停或撤銷任何現有服務；
 - (b) 訂明或更改理財通北向服務之範圍，包括：
 - (i) 規定理財通北向服務項下可進行之轉帳、交易及買賣類別；及
 - (ii) 設置或更改使用理財通北向服務之限額；及
 - (c) 設置或更改理財通北向服務之營業日、服務時間及每日截止時間。
- 3.3 理財通北向人民幣匯款賬戶僅可用於理財通北向服務，不得用於在本行開立及持有的銀行賬戶可使用的任何其他用途或功能。

4 登記理財通北向服務

- 4.1 理財通北向服務僅提供予符合本行及適用規定不時訂明之資格條件的個人。
- 4.2 客戶須按照本行不時訂明之程序及其他要求登記理財通北向服務，包括以下各項：
- (a) 在本行開立及持有專門用於理財通北向服務的理財通北向人民幣匯款賬戶；
 - (b) 在一家合作銀行開立及持有一個內地投資賬戶，指定該賬戶作為其內地投資賬戶，並將該賬戶與其理財通北向人民幣匯款賬戶配對，就理財通北向服務與內地投資賬戶進行往來資金匯劃；
 - (c) 遵循本行可能不時規定的程序及提供本行可能不時要求的信息及文件，包括本行為遵守適用規定而可能指明的信息及文件；及
 - (d) 確認閣下接受本條款及細則及一般條款及細則。
- 4.3 客戶確認及同意：
- (a) 其符合本行及適用規定訂明的資格條件；
 - (b) 其目前遵守且將持續遵守適用規定；
 - (c) 其僅可指定一個賬戶作為其內地投資賬戶與理財通北向人民幣匯款賬戶配對進行往來資金匯劃，未經本行同意，該內地投資賬戶不可更改；
 - (d) 其指定的內地投資賬戶為真實，屬其個人所有；及
 - (e) 若內地投資賬戶被暫停、終止或以可能影響理財通北向服務的方式被更改，其將立即以書面形式通知本行。



- 4.4 即使客戶已根據第 4 完成登記程序，本行仍保留權利，在本行合理地認為適宜的情況下拒絕客戶登記理財通北向服務。

5 指示

- 5.1 客戶的指示受適用規定及本行不時訂明的其他規定約束。
- 5.2 本行有權指明客戶就理財通北向服務給予本行指示的方式。客戶不得授權任何第三方操作客戶的理財通北向人民幣匯款賬戶。本行僅會按照客戶以本行可接受的方式給予的指示行事。
- 5.3 本行僅會在收到本行可能指明的所有必要指示、資金及文件後在實際可行的情況下儘快按照客戶指示行事。未經本行同意，任何指示在本行受理後均不可撤回。
- 5.4 本行擁有獨有及絕對酌情權接納或拒絕由或代表客戶發出的任何指示或訂明接納指示的任何條件而無須給予任何理由。
- 5.5 本行無須就因客戶指示而對客戶招致的任何損失承擔責任。

6 資金轉帳及匯劃

- 6.1 進出理財通北向人民幣匯款賬戶的所有款項均須遵守本條款及細則、適用規定以及本行不時規定的其他要求。
- 6.2 客戶的理財通北向人民幣匯款賬戶僅可通過將該賬戶與客戶的內地投資賬戶配對專門用於客戶的理財通北向服務。
- 6.3 受限於適用規定下的任何適用總額度和單個投資者額度及本行可能不時訂明的其他規定，客戶僅可為理財通北向服務目的，通過將理財通北向人民幣匯款賬戶與內地投資賬戶相互配對的方式在閉環機制下執行理財通北向服務下的人民幣跨境匯劃。
- 6.4 客戶不得為任何其他目的進行跨境匯劃。
- 6.5 受限於轉帳種類和指示方式，本行一般在營業時間內根據指示將資金從客戶的賬戶轉出。客戶可向本行索取有關該等轉帳詳情的信息。
- 6.6 本行保留權利決定是否透過人民幣跨境支付系統（CIPS）或適用規定准許的任何其他方式進行轉帳及匯劃。

7 貨幣兌換

- 7.1 客戶可指示本行就其於理財通北向人民幣匯款賬戶內的款額進行貨幣兌換。
- 7.2 本行可於任何時間在理財通北向服務下或根據適用規定進行本行合理地認為適宜的貨幣兌換。
- 7.3 客戶確認其授權銀行進行理財通北向服務下任何交易結算的貨幣兌換，並同意彌償本行任何貨幣兌換所產生的任何不足之數。



7.4 本行將按本行訂明的匯率（本行可不時未經事先通知客戶而更改）進行貨幣兌換。

8 客戶資料

- 8.1 本第 8 條補充但不限制本行根據私隱政策使用、處理及披露客戶資料的權利。
- 8.2 客戶同意本行不時向其傳達的私隱政策適用於客戶就理財通北向服務提供（無論向本行或合作銀行提供）的所有資料（例如跨境匯劃的歷史或記錄）。
- 8.3 客戶同意本行可為理財通北向服務的目的按下列方式披露有關其理財通北向人民幣匯款賬戶的資料，並將該等資料轉移往香港境外的地區：
- (a) 向開立客戶內地投資賬戶的合作銀行披露；
 - (b) 向本行的集團公司及其服務供應商披露；
 - (c) 為遵守適用規定（例如符合適用規定訂明的任何總額度或單個投資者額度及／或其他法律或監管規定），向任何權力機構（例如中國人民銀行）披露；及
 - (d) 為私隱政策訂明的用途，向私隱政策允許的其他人士披露。
- 8.4 客戶同意本行可於本行合理地認為屬合適的期間內保留，並於當地或中國大陸儲存其資料，以遵守適用規定。

9 客戶確認及承諾

客戶確認及承諾：

- (a) 其使用理財通北向服務時將遵守本條款及細則、一般條款及細則和適用規定（可不時未經事先通知客戶而更改）；
- (b) 其知曉，儘管一般條款及細則任何規定，理財通北向人民幣匯款賬戶仍僅限用於理財通北向服務，並不得用於在本行開立及持有銀行賬戶可使用的任何其他用途或功能；
- (c) 其知曉，其不得為了任何其他人士的利益，在其從理財通北向人民幣匯款賬戶收到的存放於內地投資賬戶的資金（包括任何應計的活期孳息）、理財通北向服務項下購買的合資格產品以及該等合資格產品產生的任何投資收益（或其任何部分）之上創設任何押記、留置權或其他擔保權益或產權負擔或申索；
- (d) 其不得以任何非法或違反任何適用規定的方式或以任何違反或侵害本行權利或任何第三者權利的方式使用理財通北向服務；
- (e) 其知曉及已評估與理財通北向服務有關的風險（包括但不限於附錄一所載風險），並願意承擔該等風險；
- (f) 其知曉人民幣現時不可自由兌換，而人民幣的兌換受限於適用規定。理財通北向服務的實際安排取決於有關時間當時的適用規定；



- (g) 其知曉，理財通北向人民幣匯款賬戶是在香港於本行開立並持有，並與其內地投資賬戶配對，用於理財通北向服務項下的跨境匯款，而內地投資賬戶則是在中國內地的合作銀行開立並持有，用於投資中國內地的合資格產品；
- (h) 其知曉，本條款及細則及一般條款及細則是本行與其就理財通北向服務下的理財通北向人民幣匯款賬戶所達成的協議。內地投資賬戶的操作須遵守合作銀行所規定適用該賬戶的條款及細則。客戶瞭解使用內地投資賬戶的相關條款和風險；
- (i) 其知曉，合作銀行於內地註冊成立，並非《銀行業條例》（香港法例第 155 章）所定義的香港認可機構，不受香港金融管理局監管。合作銀行不得在香港開展任何銀行業務或接受存款業務。在合作銀行持有的任何存款不受香港的存款保障計劃保障。客戶在理財通北向服務下的內地投資賬戶進行的交易將受中國大陸有關當局制定的適用規定所保障。其瞭解中國大陸理財產品市場交易的相關規則與流程，並會在作出投資決定前先考慮自身狀況；
- (j) 其知曉，自理財通北向人民幣匯款賬戶跨境匯劃人民幣至內地投資賬戶須遵守適用規定所施加的任何總額度及單個投資者額度以及本行不時訂明的其他規定；
- (k) 除理財通北向人民幣匯款賬戶及內地投資賬戶外，其在香港或中國內地的其他銀行並無持有任何用於理財通北向服務的其他賬戶；
- (l) 其知曉，若其同時於任何香港持牌法團持有用於理財通北向服務的賬戶，其投資者個人額度將根據適用規定及本行可能不時訂明的其他規定在本行與該持牌法團之間分配。其承諾：
 - (i) 若其於香港持牌法團開立用於理財通北向服務的賬戶，及／或其於持牌法團持有的有關賬戶出現任何狀態變化，以至於可能對分配予本行的投資者個人額度造成影響，其將立即通知本行；及
 - (ii) 在其於香港持牌法團開立用於理財通北向服務的賬戶時，其將按照本行不時修訂的要求採取行動，使本行能夠遵守適用規定（包括但不限於涉及其投資者個人額度的規定）。此等行動包括（但不限於）處置客戶內地投資賬戶中持有的部分合資格產品，並將資金匯回理財通北向人民幣匯款賬戶，以降低投資者個人額度的使用額，從而符合適用規定。客戶亦理解其應承擔因採取該等行動而產生的任何交易成本、費用或收費；
- (m) 理財通北向服務下的所有轉帳及匯劃均須遵守適用規定及本行不時訂明的其他規定。若客戶違反任何適用規定（例如將理財通北向人民幣匯款賬戶內資金錯誤轉帳至違反適用規定的賬戶），客戶承諾採取本行可能規定的有關措施（包括將資金存入理財通北向人民幣匯款賬戶）糾正此類違反行為，以符合適用規定；
- (n) 其知曉，若本行合理認為客戶違反或可能違反任何適用規定，本行將立即向有關權力機構提交報告，並採取有關權力機構要求的進一步行動，包括但不限於暫停或終止客戶使用理財通北向服務及／或理財通北向人民幣匯款賬戶；
- (o) 其對理財通北向服務所產生的一切費用、開支及稅項承擔全部責任，並同意按就本行可能因理財通北向服務而產生的所有費用、開支及稅項向本行作出彌償。客戶進一步同意，本行概不就建議或處理與理財通北向服務有關的任何稅務問題承擔任何責任，本行亦不會就稅務問題提供任何服務或協助；
- (p) 客戶提供的所有有關理財通北向服務的信息為，並應持續為真實、準確、正確及完整；
- (q) 其將向本行提供本行可能不時合理要求的有關信息及文件，以核實客戶的身份及提供理財通北向服務；及



- (r) 本行可以與合作銀行聯繫，並依靠合作銀行提供的信息，核實客戶的身份和內地投資賬戶及提供理財通北向服務。本行有權假設有關信息為，並持續為真實、準確、正確及完整。

10 費用及開支

- 10.1 本行有權不時規定應就理財通北向服務支付的費用及收費，但須按照適用規定發出通知。若客戶在生效日期後繼續在本行持有理財通北向人民幣匯款賬戶，有關費用及收費對客戶具有約束力。通知可以展示、廣告或本行認為適合的其他方式發出。本行可應要求提供其目前規定的費用及開支表。
- 10.2 本行因提供理財通北向服務（包括強制執行本行在本條款及細則以及一般條款及細則下的任何權利及（如適用）以本行為受益人創設的任何擔保）而合理招致的所有合理開支金額（法律或其他開支）概由客戶承擔。

11 通訊

- 11.1 本行有權不時就理財通北向服務訂明發出通知的形式（不論為書面或任何其他形式）和溝通方式。
- 11.2 以專人送遞、郵寄、傳真、電傳、互聯網、電郵或手機短信方式發出之通訊視作於下列時間已送達客戶：
- (a) 若以專人送遞，於專人送遞之時或將有關通訊送達本行最後登記的地址之時；
 - (b) 若以郵遞方式寄送，於寄出 48 小時後（如地址在香港境內）或七天後（如地址在香港境外）；或
 - (c) 若以傳真、電傳、互聯網、電郵或手機短信方式發出，則於按照在本行最後登記的傳真或電傳號碼、電郵地址或流動電話號碼發出或傳送之日。
- 就送交予客戶或交付予其授權代表的通訊而言，送遞風險概由客戶承擔。
- 11.3 除非本行另行規定其他通知方式或通訊模式，否則客戶向本行發出的一切通訊須以書面形式作出，並送至理財通北向人民幣匯款賬戶的分行辦事處。有關通訊以本行實際收到通訊之日視作已送達本行。

12 本條款及細則的修訂

- 12.1 除本條款及細則另有規定外，
- (a) 本行可隨時及不時修訂本條款及細則及／或引入額外條款及條件；及
 - (b) 本條款及細則的任何修訂及／或增補、本條款及細則下訂明的任何項目以及任何其他信息，須待本行根據適用規定發出通知後生效，如客戶在生效日期後繼續於本行持有理財通北向人民幣匯款賬戶，有關通知事項將對客戶具有約束力。
- 12.2 通知（無論是電子形式還是印刷形式）可以展示、廣告或本行認為適合的其他方式發出。有關本條款及細則的任何修訂將於通知中列明的日期生效。



13 責任限制及彌償

- 13.1 在適用規定許可的範圍內，本行無須就客戶或任何第三方因使用理財通北向服務而產生或與之相關的任何損失承擔責任。
- 13.2 在任何情況下，本行無須就使用理財通北向服務所產生或與之相關的任何利潤或利息損失、間接或相應而生的損失對客戶或任何其他人士承擔責任。
- 13.3 在適用規定許可的範圍內，客戶須就本行、合作銀行及／或其各自的代理、高級職員及／或雇員由於以下各項而可能提起或被提起或與以下各項有關的所有訴訟、法律程序及申索，以及由於以下各項而可能招致或蒙受或與以下各項有關的所有損失、損害及合理費用及開支對本行、合作銀行及／或其各自的代理、高級職員及／或雇員作出彌償及賠償：
- (a) 客戶使用理財通北向服務；
 - (b) 本行保留或強制執行其權利或行使本行在本條款及細則以及一般條款及細則下的權力；及
 - (c) 客戶違反本條款及細則以及一般條款及細則任何條文，
- 除非有關訴訟、法律程序、申索、損失、損害或款項證實完全由於本行疏忽或故意違責所直接造成則除外。
- 13.4 本第 13 條的應用不應損害適用於理財通北向服務的任何條款及細則的一般性。

14 暫停及終止

- 14.1 在適用規定許可的範圍內，本行可隨時向客戶發出最少 30 日事先書面通知暫停或終止客戶對理財通北向服務及／或理財通北向人民幣匯款賬戶的使用。
- 14.2 在不損害第 14.1 條的一般性原則下，若出現下列情況，本行可隨時在**未經通知客戶的情況下立即**暫停或終止客戶對理財通北向服務及／或理財通北向人民幣匯款賬戶的使用：
- (a) 客戶的內地投資賬戶被暫停或終止；
 - (b) 本行合理地認為客戶違反或可能違反本條款及細則、一般條款及細則或任何適用規定；
 - (c) 由於適用規定變更，本行提供理財通北向服務成為或將成為不合法或不切實可行；
 - (d) 客戶將本行或其集團公司置於在法律、法規、法院命令或任何權力機構的協議或指引外行事的位置；或
 - (e) 本行合理認為，若本行不暫停或終止客戶對理財通北向服務的使用，可能會使本行或其集團成員受到任何權力機構的起訴或譴責。
- 14.3 在遵守下文第 14.4 條訂明的程序的情況下，客戶可給予本行最少 30 日的事先書面通知隨時終止理財通北向服務及／或理財通北向人民幣匯款賬戶。
- 14.4 為終止理財通北向服務及／或理財通北向人民幣匯款賬戶，客戶必須採取本行合理要求的行動，包括向本行提供獲本行信納的證明文件證明：



- (a) 已處置、出售或終止在理財通北向服務下購買的所有合資格產品；及
- (b) 已將內地投資賬戶內的所有資金匯劃至理財通北向人民幣匯款賬戶。

14.5 理財通北向服務及／或理財通北向人民幣匯款賬戶將於本行厘定的日期起終止。客戶應確保在理財通北向人民幣匯款賬戶終止之日前至少 30 日，理財通北向人民幣匯款賬戶中已無任何剩餘資金。

14.6 本行無須就因理財通北向服務及／或理財通北向人民幣匯款賬戶的暫停或終止所導致的任何損失承擔責任（包括來自合資格產品及由合資格產品發行人提供的任何權利、利益或權益）。

14.7 暫停或終止理財通北向服務及／或理財通北向人民幣匯款賬戶後，客戶仍須就其於暫停或終止前應履行的義務及責任負責。本條款及細則中屬持續性質的條款，於有關暫停或終止後將仍然有效，包括本行的免責聲明、責任的限制以及客戶以本行為受益人作出的彌償保證。

15 可分割性

若本條款及細則的任何條文於任何時候因任何司法管轄區的適用法律的任何方面而成為不合法、無效或不能強制執行，有關不合法、無效或不可強制執行概不影響任何其他條款及細則的有效性。

16 豁免

本行的任何行動、延遲或遺漏均不應影響其於本條款及細則下的權利、權力及救濟，亦不應影響任何該等權利、權力及救濟的進一步行使或其他行使。本行於本條款及細則下的權利及救濟屬累積性質，並不排除法律規定的該等權利及救濟。

17 無第三者權利

除客戶、本行及合作銀行以外的任何人士概無權利按《合約（第三者權利）條例》（香港法例第 623 章）強制執行本條款及細則任何的條文，或享有本條款及細則任何條文的利益。

18 轉讓

18.1 未經本行事先書面同意，客戶不應轉讓任何由本條款及細則設立的權益或權利。

18.2 在適用規定的規限下，本行可隨時轉讓任何由本條款及細則設立的權益或權利而無須取得客戶同意。

19 管轄法律及司法管轄權

本條款及細則受香港法律管轄並按照香港法律解釋。客戶願受香港法院的非專屬司法管轄權管轄。



20 投訴

20.1 若客戶不滿意理財通北向服務，客戶可透過下列渠道聯繫本行：

- (a) 親臨本行的任何分行；
- (b) 填妥客戶意見表格並將其：
 - (i) 親身交還本行的任何分行；
 - (ii) 以郵遞方式寄往本行（地址為香港中環德輔道中 78 號）；或
 - (iii) 以傳真方式傳送至 (852) 2802 9698；
- (c) 向本行發送電子郵件（chiyu@chiyubank.com）；或
- (d) 致電優質服務熱線 (852) 2232 3304。

20.2 本行將在收到客戶意見後 30 日內及時跟進及處理。本行在處理客戶投訴時將考慮其資料政策通告，以保護客戶的隱私。



附錄一 風險披露聲明

本附錄描述根據本行目前對適用規定的瞭解，有關使用理財通北向人民幣匯款賬戶及理財通北向服務的主要風險因素。本附錄並非詳盡列明亦無意揭示有關理財通北向服務的所有風險或其他重要內容。客戶應確保在登記理財通北向服務前，已知曉並理解理財通北向服務的風險及性質。客戶應審慎考慮並於必要時諮詢本身的專業顧問。

除本附錄另有界定外，本附錄所用詞彙與理財通北向服務條款及細則所界定者具同含義。

1 遵守適用規定

使用理財通北向服務須遵守所有適用規定，包括中國內地權力機構頒佈的法律和法規。適用規定可能不時更改。適用規定的任何更改均可能對理財通北向服務下理財通北向人民幣匯款賬戶的使用或操作（例如對理財通北向服務的使用施加限制或暫停其使用）構成不利影響。

為遵守適用規定，本行可更改理財通北向服務下理財通北向人民幣匯款賬戶的範圍或暫停或終止理財通北向人民幣匯款賬戶而無需事先通知客戶。本行無須就客戶或任何第三方因使用理財通北向服務項下理財通北向人民幣匯款賬戶所產生或蒙受的或與之有關的任何損失承擔責任。

2 指定內地投資賬戶

理財通北向人民幣匯款賬戶僅限於將該賬戶與客戶的內地投資賬戶配對作理財通北向服務之用，並且不可用於在本行開立及維持的銀行賬戶可使用的任何其他用途或功能。

客戶必須遵循本行不時訂明的程序及規定，包括提供有關客戶的內地投資賬戶的資料。客戶僅可指定一個內地投資賬戶，未經本行同意，該賬戶一經指定不得更改。內地投資賬戶必須在合作銀行開立及維持。內地投資賬戶的操作受限於合作銀行適用於該賬戶的條款及條件。客戶應知曉並理解有關操作內地投資賬戶的條款及風險。

此外，客戶應知曉，合作銀行於內地註冊成立，並非《銀行業條例》（香港法例第 155 章）所定義的香港認可機構，不受香港金融管理局監管。合作銀行不得在香港開展任何銀行業務或接受存款業務。在合作銀行持有的任何存款不受香港的存款保障計劃保障。客戶在理財通北向服務下的內地投資賬戶進行的交易將受中國大陸有關當局制定的適用規定所保障。客戶應瞭解中國大陸理財產品市場交易的相關規則與流程，並在作出投資決定前先考慮自身狀況。

3 資金轉帳及匯劃限制

理財通北向服務項下的所有資金轉帳及匯劃均受適用規定及本行不時訂明的其他規定約束及規範。客戶僅可透過將其理財通北向人民幣匯款賬戶與其內地投資賬戶相互配對，在閉環機制下進行僅作理財通北向服務用途的跨境人民幣資金匯劃，並受限於適用規定訂明的任何適用的總額度及單個投資者額度及／或本行不時訂明的其他規定。換言之，如果超出適用的總額度或單個投資者額度，客戶將無法進行跨境人民幣資金匯劃。本行不接受作任何其他用途的跨境匯劃。

此外，本行一般於辦公時間內按客戶指示將資金從客戶賬戶轉出，此須視乎轉帳類別及指示方式而定。本行保留權利在合理地認為適合的情況下拒絕客戶的理財通北向服務指示。並無保證客戶指示可及時成功處理或獲得處理。若客戶的指示被拒絕或未能及時處理，則客戶可能須承擔流動資金風險。

4 人民幣匯率風險

人民幣須接受中國內地中央政府施加的外匯管制及限制。人民幣兌換可能會就頒佈額外規則、法規及限制。客戶在發出人民幣兌換的指示前，應採取合理步驟查詢最新情況及詳情。



人民幣匯率不時變動。並無保證人民幣不會貶值。在中國內地以外的地方買賣的人民幣（“離岸人民幣”），其匯率將受（其中包括）中國內地中央政府不時實施的外匯管制影響。客戶將須承受匯兌費用（即離岸人民幣的買賣差價），並承受任何貨幣兌換的匯率波動風險。

5 外匯風險

客戶在理財通北向服務下僅可以人民幣進行跨境資金匯劃。客戶可能需要為理財通北向服務將其他外幣兌換為人民幣。客戶將須承受匯率風險。

6 資料披露

客戶使用理財通北向服務下的理財通北向人民幣匯款賬戶時，客戶同意及贊成私隱政策載列的披露事項。

本行可為理財通北向服務的目的按下列方式提供或披露有關客戶的理財通北向人民幣匯款賬戶的資料（包括個人資料及理財通北向服務下交易的類型及價值），並將該等資料轉移往香港境外的地區：

- (a) 向開立客戶內地投資賬戶的合作銀行提供或披露；
- (b) 向本行的集團公司及其服務供應商提供或披露；
- (c) 為遵守適用規定（例如根據適用規定符合任何總額度及單個投資者額度及／或其他法律或監管規定），向任何權力機構（例如中國人民銀行）提供或披露；及
- (d) 為私隱政策訂明的用途，向私隱政策允許的其他人士提供或披露。

7 理財通北向服務渠道及營運時間

本行可絕對酌情決定及更改理財通北向服務的服務渠道及營運時間。

8 暫停或終止理財通北向人民幣匯款賬戶及／或理財通北向服務

經給予客戶不少於 30 日事先書面通知後，本行可於任何時間暫停或終止客戶使用理財通北向人民幣匯款賬戶及／或理財通北向服務。若出現下列情況，本行可隨時在未經通知客戶的情況下立即暫停或終止客戶對理財通北向人民幣匯款賬戶及／或理財通北向服務的使用：

- (a) 內地投資賬戶被暫停或終止；
- (b) 本行合理地認為客戶違反或可能違反本條款及細則、一般條款及細則或任何適用規定；
- (c) 由於適用規定變更，本行提供理財通北向服務成為或將成為不合法或不切實可行；
- (d) 客戶將本行或其集團公司置於在法律、法規、法院命令或任何權力機構的協議或指引外行事的位置；或
- (e) 本行合理認為，若本行不暫停或終止客戶對理財通北向服務的使用，可能會使本行或其集團公司受到任何權力機構的起訴或譴責。

如需終止理財通北向服務及／或理財通北向人民幣匯款賬戶，客戶須採取本行可能要求的步驟，包括：

- (i) 處置、出售或終止透過理財通北向服務購買的所有合資格產品；及



- (ii) 將內地投資賬戶內的所有資金匯劃至理財通北向人民幣匯款賬戶。

理財通北向服務及／或理財通北向人民幣匯款賬戶的終止將於本行厘定的日期起生效。客戶應確保在理財通北向人民幣匯款賬戶終止日期不少於 30 日前於理財通北向人民幣匯款賬戶內並無剩餘資金。

9 稅務

客戶須承擔與理財通北向服務下進行交易的任何有關稅項，並同意按要求就客戶持有或買賣的任何合資格產品可能招致的所有稅項向本行作出彌償保證。本行概不就理財通北向服務的任何有關稅務問題、負債及／或責任的諮詢或處理承擔責任，亦不會就此提供任何服務或協助。在訂立理財通北向服務下的交易前，強烈建議客戶就可能的稅務後果取得獨立稅務意見。



TERMS AND CONDITIONS FOR NORTHBOUND WEALTH MANAGEMENT CONNECT SERVICE

1 Applicability

- 1.1 These terms and conditions (“**T&Cs**”) apply to all users of the WMC Northbound Service (as defined below). By using the WMC Northbound Service, the Customer (as defined below) agrees to be bound by these T&Cs.
- 1.2 Subject to Clause 1.3 below and to the extent applicable, each of the following (collectively the “**General T&Cs**”) shall apply to the use of the WMC Northbound Service and/or the WMC Northbound RMB Remittance Account (as defined below):
- (a) Account Opening Application Form (Personal Customers);
 - (b) Conditions for Services;
 - (c) General Information;
 - (d) Service Charges (“**Service Charges**”) in relation to:
 - (i) General Banking Services / Loan Services; and
 - (ii) Wealth Management / YuSmart;
 - (e) Wealth Management / YuSmart Service Guide;
 - (f) Data Policy Notice;
 - (g) Supplemental Information on Renminbi Services;
 - (h) Rule: Renminbi related accounts; and
 - (i) other terms and conditions applicable to the WMC Northbound Service that may be provided by the Bank to the Customer from time to time.
- 1.3 In case of any inconsistency between these T&Cs and the General T&Cs, these T&Cs shall prevail for the purpose of the WMC Northbound Service.
- 1.4 In case of any inconsistency between the English and Chinese versions of these T&Cs, the English version shall prevail.

2 Definitions and interpretation

- 2.1 Unless the context otherwise requires, terms and expressions appearing in these T&Cs shall have the same meanings given to them in the Conditions for Services.
- 2.2 Unless the context otherwise requires, the following terms shall have the following meanings in these T&Cs:

“**Applicable Requirements**” mean any laws, rules, regulations, policies, interpretations, directions, guidelines, announcements, requirements and other regulatory documents (whether or not having the force of law) issued by any Authority, whether in or outside Hong Kong, with which the Bank, the Cooperating Bank or the Customer is expected to comply from time to time for the purpose of the WMC Northbound Service and/or the WMC Northbound RMB Remittance Account.

“**Authority**” includes any local or foreign judicial, administrative, public or regulatory body, any government, securities or futures exchange, court, central bank or law enforcement body, self-regulatory or industry bodies or associations of financial service providers or any of their



agents with jurisdiction over any part of the Bank and the WMC Northbound Service, including but not limited to the People's Bank of China, the National Administration of Financial Regulation, the China Securities Regulatory Commission, the State Administration of Foreign Exchange, the Hong Kong Monetary Authority and the Hong Kong Securities and Futures Commission.

“**Bank**” means Chiyu Banking Corporation Limited of 78 Des Voeux Road Central, Central, Hong Kong and its successors and assigns and, where the context permits, includes any person appointed by the Bank as its nominee or agent to perform the WMC Northbound Service on its behalf.

“**Cooperating Bank**” means Xiamen International Bank Co., Ltd. or any other bank in Mainland China which complies with the Applicable Requirements and is accepted by the Bank in respect of the WMC Northbound Service at its sole and absolute discretion.

“**Customer**” means a customer of the Bank who meets the eligibility requirements prescribed by the Bank and the Applicable Requirements from time to time and has been accepted by the Bank to use the WMC Northbound Service and, where the context permits, includes each of his or her representatives and successors.

“**Eligible Product**” means any wealth management products which are permitted for investment by the Customer under the WMC Northbound Service via his Mainland Investment Account according to the Applicable Requirements and other requirements as the Cooperating Bank may specify from time to time.

“**Group**” means the Bank and its holding companies, and each of its and holding companies' branches, subsidiaries, representative offices and affiliates, wherever situated. For the avoidance of doubt, “**Group members**” should also include Xiamen International Bank Co., Ltd. and its branches, subsidiaries, representative offices and affiliates, wherever situated.

“**Hong Kong**” means the Hong Kong Special Administrative Region of the People's Republic of China.

“**Mainland China**” means, for the purposes of these T&Cs, the People's Republic of China other than Hong Kong, the Macau Special Administrative Region of the People's Republic of China and Taiwan.

“**Mainland Investment Account**” means an investment account to be opened by a Customer with the Cooperating Bank in his or her sole name, for the WMC Northbound Service.

“**Privacy Policy**” means the Data Policy Notice.

“**RMB**” means Renminbi, the lawful currency of Mainland China.

“**WMC Northbound Service**” means the Northbound Wealth Management Connect service provided by the Bank under which a Customer can remit funds in RMB between the Mainland Investment Account and the WMC Northbound RMB Remittance Account.

“**WMC Northbound RMB Remittance Account**” means a RMB bank account to be opened by a Customer with the Bank in his or her sole name, for the sole purpose of the WMC Northbound Service, including fund remittance in relation to the WMC Northbound Service.

2.3 Unless the context otherwise requires:

- (a) words importing the singular include the plural and vice versa, and words importing a gender include every gender;
- (b) whenever the word “including” is used, it is deemed to be followed by the words “without limitation”; and



- (c) references to these T&Cs and the General T&Cs or any other agreement or document shall be construed as references to the same as amended, varied or supplemented from time to time.

2.4 Unless otherwise stated, reference to a Clause means the clause in these T&Cs.

2.5 Clause headings shall be ignored in the interpretation of these T&Cs.

3 Scope of the WMC Northbound Service

3.1 The WMC Northbound Service enables the Customer to remit funds between the WMC Northbound RMB Remittance Account and the Mainland Investment Account, subject to the Applicable Requirements.

3.2 The Bank may offer the WMC Northbound Service on such terms and conditions as the Bank may specify from time to time. The Bank has the right to take any or all of the following actions from time to time without prior notice:

- (a) introducing new services, or vary, suspend or withdraw any existing services;
- (b) specifying or varying the scope of the WMC Northbound Service, including:
 - (i) prescribing the types of transfer, transaction and dealing which may be conducted under the WMC Northbound Service; and
 - (ii) setting or varying limits relating to the use of the WMC Northbound Service; and
- (c) setting or varying the business days, service hours and daily cut-off time for the WMC Northbound Service.

3.3 The WMC Northbound RMB Remittance Account can only be used strictly for the sole purpose of the WMC Northbound Service and cannot be used for any other purposes or functions which may otherwise be available in respect of a bank account opened and maintained with the Bank.

4 Subscription to the WMC Northbound Service

4.1 The WMC Northbound Service is available only to an individual who meets the eligibility requirements prescribed by the Bank and the Applicable Requirements from time to time.

4.2 To subscribe to the WMC Northbound Service, a Customer shall follow the procedures and other requirements as the Bank may specify from time to time, including:

- (a) to open and maintain the WMC Northbound RMB Remittance Account with the Bank for the sole purpose of the WMC Northbound Service;
- (b) to open and maintain a Mainland Investment Account with the Cooperating Bank, designate such account as his or her Mainland Investment Account and pair it with the WMC Northbound RMB Remittance Account for fund remittance to and from the Mainland Investment Account in respect of the WMC Northbound Service;
- (c) to follow such procedures and provide such information and documents as the Bank may require from time to time, including information and documents as the Bank may specify to comply with the Applicable Requirements; and
- (d) to confirm the acceptance of these T&Cs and the General T&Cs.



- 4.3 The Customer confirms and agrees that:
- (a) he or she meets the eligibility requirements prescribed by the Bank and the Applicable Requirements;
 - (b) he or she is and will continue to comply with the Applicable Requirements;
 - (c) he or she can only designate one account as the Mainland Investment Account to be paired with the WMC Northbound RMB Remittance Account for fund remittance, and the Mainland Investment Account cannot be changed without the Bank's consent;
 - (d) the designated Mainland Investment Account is genuine and belongs to the Customer personally; and
 - (e) he or she will immediately notify the Bank in writing if the Mainland Investment Account has been suspended, terminated or otherwise varied in a way that may affect the WMC Northbound Service.
- 4.4 The Bank reserves the right to reject a Customer's subscription to the WMC Northbound Service, as the Bank reasonably considers appropriate, even if the Customer has complied with the subscription procedures in accordance with this Clause 4.

5 Instructions

- 5.1 The Customer's instructions are subject to the Applicable Requirements and other requirements as the Bank may specify from time to time.
- 5.2 The Bank is entitled to specify the manners through which the Customer may provide instructions to the Bank in respect of the WMC Northbound Service. The Customer must not authorise any third party to operate the WMC Northbound RMB Remittance Account. The Bank will only act upon a Customer's instructions which are provided in a manner acceptable to the Bank.
- 5.3 The Bank will only act upon a Customer's instructions as soon as reasonably practicable after receiving all necessary instructions, funds and documents as the Bank may specify. Once an instruction is in process, it is irrevocable without the Bank's consent.
- 5.4 The Bank may, at its sole and absolute discretion, accept or refuse to act on any instruction given by or on behalf of the Customer or prescribe any condition for accepting the instruction without giving any reason.
- 5.5 The Bank is not liable for any loss incurred by a Customer in connection with that Customer's instructions.

6 Transfer and remittance of funds

- 6.1 All payments in and out of the WMC Northbound RMB Remittance Account are subject to these T&Cs, the Applicable Requirements, and such other requirements specified by the Bank from time to time.
- 6.2 A Customer's WMC Northbound RMB Remittance Account can only be used strictly for the sole purpose of the WMC Northbound Service by pairing that account with the Customer's Mainland Investment Account.
- 6.3 A Customer can only effect cross-boundary fund remittance in RMB under the WMC Northbound Service under a closed-loop mechanism by pairing together the WMC Northbound RMB Remittance Account and the Mainland Investment Account for the sole purpose of the WMC Northbound Service, subject to any applicable aggregate and individual investor quota prescribed under the Applicable Requirements and other requirements as the Bank may specify from time to time.



- 6.4 A Customer cannot effect cross-boundary remittance for any other purpose.
- 6.5 The Bank generally transfers funds out of a Customer's account upon instructions during working hours, subject to the types of transfer and the manner of instructions. A Customer may request information from the Bank about the details of such transfers.
- 6.6 The Bank reserves the right to determine whether to effect the transfer and remittance by the Cross-border Interbank Payment System (CIPS) or by any other means permitted under the Applicable Requirements.

7 Currency conversion

- 7.1 A Customer may give instructions to the Bank to effect a currency conversion in relation to an amount in his or her WMC Northbound RMB Remittance Account.
- 7.2 The Bank may effect a currency conversion at any time as the Bank reasonably considers appropriate under the WMC Northbound Service or in accordance with the Applicable Requirements.
- 7.3 The Customer confirms that he or she authorises the Bank to effect a currency conversion for the settlement of any transaction under the WMC Northbound Service and agrees to indemnify the Bank for any shortfall arising from any currency conversion therein.
- 7.4 The Bank will effect currency conversion at the exchange rate prescribed by the Bank, which may be changed by the Bank from time to time, without prior notice.

8 Customer information

- 8.1 This Clause 8 supplements and does not limit the Bank's right to use, process and disclose the Customer's information in accordance with the Privacy Policy.
- 8.2 The Customer agrees that the Privacy Policy, communicated to him from time to time by the Bank, applies to all information he or she provides (either to the Bank or to the Cooperating Bank) in connection with the WMC Northbound Service (such as history or records of the cross-boundary remittance).
- 8.3 The Customer agrees that the Bank may disclose information in relation to his or her WMC Northbound RMB Remittance Account and transfer such information to a place outside Hong Kong for the purpose of the WMC Northbound Service:
 - (a) to the Cooperating Bank that opened the Customer's Mainland Investment Account;
 - (b) to the Bank's Group members and its service providers;
 - (c) to any Authorities (including the People's Bank of China) to comply with the Applicable Requirements (such as meeting any aggregate or individual investor quota prescribed by the Applicable Requirements and/or complying with legal or regulatory requirements); and
 - (d) to others as permitted by, and for such purposes in accordance with the Privacy Policy.
- 8.4 The Customer agrees that the Bank may keep his or her information for such period of time as the Bank reasonably considers appropriate to comply with the Applicable Requirements and store such data locally or in Mainland China.



9 Customer confirmation and undertaking

The Customer confirms and undertakes the following:

- (a) he or she will comply with these T&Cs, the General T&Cs and the Applicable Requirements for the use of the WMC Northbound Service (which may change from time to time without prior notice to the Customer);
- (b) he or she understands that, notwithstanding anything stated in the General T&Cs, the WMC Northbound RMB Remittance Account can only be used strictly for the sole purpose of the WMC Northbound Service and cannot be used for any other purposes or functions which may otherwise be available in respect of a bank account opened and maintained with the Bank;
- (c) he or she understands that the funds received from the WMC Northbound RMB Remittance Account into the Mainland Investment Account (including any current deposit interest accrued), the Eligible Products purchased under the WMC Northbound Service and any investment returns arising from such Eligible Products (or any part thereof) must be free from any charge, lien or other security interests or encumbrances or claims in favour of any other person;
- (d) he or she will not use the WMC Northbound Service in any way that is illegal, breaches any Applicable Requirements or contravenes any rights of the Bank or any third party;
- (e) he or she understands and has assessed the risks relating to the WMC Northbound Service (including but not limited to those as set out in Appendix 1) and is willing to undertake those risks;
- (f) he or she understands that RMB is currently not freely convertible and that the conversion of RMB is subject to the Applicable Requirements. The actual arrangement of the WMC Northbound Service depends on the prevailing Applicable Requirements at the relevant time;
- (g) he or she understands that the WMC Northbound RMB Remittance Account is opened and maintained with the Bank in Hong Kong and is paired with the Mainland Investment Account for cross-boundary fund remittance under the WMC Northbound Service, while the Mainland Investment Account is opened and maintained with the Cooperating Bank in Mainland China for investment in Eligible Products in Mainland China;
- (h) he or she understands that these T&Cs and the General T&Cs are the Bank's agreement with him or her for the WMC Northbound RMB Remittance Account under the WMC Northbound Service. The operation of the Mainland Investment Account is subject to the terms and conditions applicable to such account provided by the Cooperating Bank. The Customer understands the terms and risks associated with the use of the Mainland Investment Account;
- (i) he or she understands that the Cooperating Bank is incorporated in Mainland China, is not an authorized institution in Hong Kong as defined in the Banking Ordinance (Cap. 155 of the Laws of Hong Kong) and is not subject to the supervision of the Hong Kong Monetary Authority. The Cooperating Bank cannot carry on any banking business or the business of taking deposits in Hong Kong. Any deposits maintained with the Cooperating Bank are not protected under the Deposit Protection Scheme in Hong Kong. The transactions carried out in respect of the Mainland Investment Account under the WMC Northbound Service will be subject to the protection of Applicable Requirements prescribed by the relevant Authorities in Mainland China. He or she understands the rules and procedures relevant to transactions in the Mainland China wealth management product market, and will consider his or her own circumstances before making investment decisions;



- (j) he or she understands that the cross-boundary remittance of RMB from the WMC Northbound RMB Remittance Account to the Mainland Investment Account is subject to any aggregate and individual investor quota imposed by the Applicable Requirements and other requirements as the Bank may specify from time to time;
- (k) apart from the WMC Northbound RMB Remittance Account and the Mainland Investment Account, he or she does not hold any other accounts with other banks in Hong Kong or Mainland China for the purpose of the northbound wealth management connect service;
- (l) he or she understands that if he or she simultaneously holds an account with any licensed corporation in Hong Kong for the purpose of the northbound wealth management connect service, his or her individual investor quota will be allocated between the Bank and the licensed corporation pursuant to the Applicable Requirements and other requirements as the Bank may specify from time to time. He or she undertakes to:
 - (i) inform the Bank immediately of his or her opening of an account with a licensed corporation in Hong Kong for the purpose of the northbound wealth management connect service, and/or any status change of such account maintained with the licensed corporation that may affect his or her individual investor quota allocated to the Bank; and
 - (ii) take such actions as the Bank may prescribe from time to time to enable the Bank to comply with the Applicable Requirements (including but not limited to those relating to his or her individual investor quota) when he or she opens an account with a licensed corporation in Hong Kong for the purpose of the northbound wealth management connect service. Such actions may include (but not limited to) disposing some of the Eligible Products held by the Customer in his or her Mainland Investment Account and remitting funds to his or her WMC Northbound RMB Remittance Account so as to lower the individual investor quota usage to comply with the Applicable Requirements. The Customer also understands that he or she is required to bear any transaction costs, fees or charges incurred in taking such actions;
- (m) all transfers and remittances under the WMC Northbound Service are subject to the Applicable Requirements and other requirements as the Bank may specify from time to time. If the Customer breaches any Applicable Requirements (such as when the funds in the WMC Northbound RMB Remittance Account are mistakenly transferred to an account in breach of the Applicable Requirements), he or she undertakes to rectify such breach by taking such actions as the Bank may prescribe for compliance with the Applicable Requirements (which may include depositing funds into the WMC Northbound RMB Remittance Account);
- (n) he or she understands that where the Bank reasonably considers that the Customer is in breach, or may be in breach, of any Applicable Requirements, the Bank will file a report with the Authorities immediately and take such further actions as requested by the Authorities, including but not limited to suspending or terminating a Customer's use of the WMC Northbound Service and/or the WMC Northbound RMB Remittance Account;
- (o) he or she is fully responsible for all costs, expenses and taxes incurred in connection with the WMC Northbound Service and agrees to indemnify the Bank on demand from and against all costs, expenses and taxes which the Bank may incur in connection with the WMC Northbound Service. The Customer further agrees that the Bank is not responsible for advising on or handling any tax issues in connection with the WMC Northbound Service, and the Bank does not provide any service or assistance in relation to tax issues;



- (p) all the information provided by the Customer in connection to the WMC Northbound Service is, and remains, true, accurate, correct and complete;
- (q) he or she will provide the Bank with such information and documents as the Bank may reasonably request from time to time for the purpose of verifying the Customer's identity and providing the WMC Northbound Service; and
- (r) the Bank may liaise with and rely on information supplied by the Cooperating Bank to verify the Customer's identity and the Mainland Investment Account and provide the WMC Northbound Service. The Bank is entitled to assume that such information is, and remains, true, accurate, correct and complete.

10 Fees and expenses

- 10.1 The Bank shall be entitled to prescribe, from time to time, fees and charges payable in connection with the WMC Northbound Service subject to the Bank giving notice according to Applicable Requirements. Those fees and charges shall be binding on the Customer if the Customer continues to maintain the WMC Northbound RMB Remittance Account with the Bank after the effective date. The notice may be given by display, advertisement or other means as the Bank thinks fit. A list of fees and charges currently prescribed by the Bank is available on request.
- 10.2 All expenses (legal or otherwise) of reasonable amount and reasonably incurred by the Bank in connection with the provision of the WMC Northbound Service (including enforcement of any right of the Bank under these T&Cs and the General T&Cs and, if applicable, any security created in favour of the Bank) shall be borne by the Customer.

11 Communication

- 11.1 The Bank shall be entitled to prescribe, from time to time, the form of notice (whether written or any other form) and the mode of communication with respect to the WMC Northbound Service.
- 11.2 Communications delivered personally, sent by post, facsimile transmission, telex, internet, email or mobile short message will be deemed to have been delivered to the Customer:
 - (a) (where delivered personally) at the time of personal delivery or on leaving it at the address last registered with the Bank;
 - (b) (where sent by post) 48 hours after posting if such address is in Hong Kong and seven days after posting if such address is outside Hong Kong; or
 - (c) (where sent by facsimile transmission, telex, internet, email or mobile short message) on the date of despatch or transmission to the facsimile or telex number or the email address or mobile phone number last registered with the Bank.

Items sent to the Customer or delivered to an authorised representative are sent at the Customer's risk.

- 11.3 All communications sent by the Customer to the Bank shall be in writing and shall be sent to the branch office where the WMC Northbound RMB Remittance Account is kept unless the Bank prescribes another form of notice or mode of communication. Such communication shall be deemed to have been delivered to the Bank on the date of actual receipt.

12 Amendments to these T&Cs

- 12.1 Except provided otherwise in these T&Cs,
 - (a) the Bank may revise these T&Cs and/or introduce additional terms and conditions at any time and from time to time; and



- (b) any revision and/or addition to these T&Cs, any items prescribed under these T&Cs and any other information shall become effective subject to the Bank giving notice according to the Applicable Requirements, and shall be binding on the Customer if the Customer continues to maintain the WMC Northbound RMB Remittance Account with the Bank after the effective date thereof.

12.2 The notice (whether in electronic or printed form) may be given by display, advertisement or other means as the Bank thinks fit. Any amendment to these T&Cs will take effect on the date specified in the notice.

13 Limitation of liability and indemnity

13.1 To the extent permitted by the Applicable Requirements, the Bank is not liable for any loss incurred or suffered by the Customer or any third party arising from or in connection with the use of the WMC Northbound Service.

13.2 The Bank is not liable to the Customer or any other person under any circumstances for any loss of profit or interest, indirect or consequential loss arising from or in connection with the use of the WMC Northbound Service.

13.3 To the extent permitted by the Applicable Requirements, the Customer will indemnify and reimburse the Bank, the Cooperating Bank, and/or their respective agents, officers and/or employees for all actions, proceedings and claims which may be brought by or against them, and for all losses, damages and reasonable costs and expenses which they may incur or suffer as a result of or in connection with the following (or any of them):

- (a) the Customer's use of the WMC Northbound Service;
- (b) the preservation or enforcement of the Bank's rights or exercise of the Bank's powers under these T&Cs and the General T&Cs; and
- (c) the Customer's breach of any of these T&Cs and the General T&Cs,

unless such actions, proceedings, claims, losses, damages or amounts were proven to be caused directly and solely by the negligence or wilful default of the Bank.

13.4 This Clause 13 shall apply without prejudice to the generality of any terms and conditions applicable to the WMC Northbound Service.

14 Suspension and termination

14.1 To the extent permitted by the Applicable Requirements, the Bank may suspend or terminate a Customer's use of the WMC Northbound Service and/or the WMC Northbound RMB Remittance Account at any time by giving at least 30 days' prior written notice to the Customer.

14.2 Without prejudice to the generality of Clause 14.1, the Bank may suspend or terminate a Customer's use of the WMC Northbound Service and/or the WMC Northbound RMB Remittance Account at any time **immediately without notice to the Customer** if:

- (a) the Customer's Mainland Investment Account is suspended or terminated;
- (b) the Bank reasonably considers that the Customer is in breach, or may be in breach, of these T&Cs, the General T&Cs or any Applicable Requirements;
- (c) the provision of the WMC Northbound Service by the Bank becomes, or will become, illegal or impracticable due to the change in the Applicable Requirements;
- (d) the Customer places the Bank in a position where the Bank or its Group member could be acting outside a law, regulation, court order or an agreement with or guidance from any Authority; or



- (e) the Bank reasonably believes that if the Bank does not suspend or terminate the Customer's use of the WMC Northbound Service, the Bank or its Group member may be subject to action or censure from any Authority.
- 14.3 A Customer may terminate the WMC Northbound Service and/or the WMC Northbound RMB Remittance Account at any time by giving at least 30 days' prior written notice to the Bank, subject to the procedures prescribed in Clause 14.4 below.
- 14.4 To terminate the WMC Northbound Service and/or the WMC Northbound RMB Remittance Account, a Customer must take such actions as reasonably required by the Bank, including providing the Bank with documentary evidence demonstrating to the Bank's satisfaction:
- (a) the disposal, sale or termination of all the Eligible Products purchased under the WMC Northbound Service; and
- (b) the remittance of all such funds in the Mainland Investment Account to the WMC Northbound RMB Remittance Account.
- 14.5 The termination of the WMC Northbound Service and/or the WMC Northbound RMB Remittance Account will take effect from such date as determined by the Bank. The Customer should ensure that there are no outstanding funds in the WMC Northbound RMB Remittance Account no less than 30 days before the date of termination of the WMC Northbound RMB Remittance Account.
- 14.6 The Bank is not responsible for any losses caused by the suspension or termination of the WMC Northbound Service and/or the WMC Northbound RMB Remittance Account (including any right, benefit or entitlement attributable to the Eligible Products and offered by the issuer of the Eligible Products).
- 14.7 On the suspension or termination of the WMC Northbound Service and/or the WMC Northbound RMB Remittance Account, the Customer remains responsible for his or her obligations and liabilities accrued before such suspension or termination. The terms in these T&Cs, which by their nature are continuing, shall survive such suspension or termination, including the Bank's disclaimers, limitations of liabilities and the Customer's indemnity in the Bank's favour.
- 15 Severability**
- If any of these T&Cs is or becomes illegal, invalid or unenforceable in any respect at any time under the applicable laws of any jurisdiction, such illegality, invalidity or unenforceability shall not affect the validity of any other terms and conditions.
- 16 Waiver**
- No act, delay or omission by the Bank shall affect its rights, powers and remedies under these T&Cs or any further or other exercises of such rights, powers or remedies. The rights and remedies of the Bank under these T&Cs are cumulative and not exclusive of the rights and remedies provided by law.
- 17 No third party rights**
- No person other than the Customer, the Bank and the Cooperating 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 T&Cs.
- 18 Assignment**
- 18.1 The Customer shall not, without the Bank's prior written consent, assign any interest or right created by these T&Cs.



18.2 Subject to the Applicable Requirements, the Bank may at any time assign any interest or right herein created without the Customer's consent.

19 Governing law and jurisdiction

These T&Cs are governed by and shall be construed in accordance with the laws of Hong Kong. The Customer submits to the non-exclusive jurisdiction of the courts of Hong Kong.

20 Complaints

20.1 If the Customer is not satisfied with the WMC Northbound Service, he or she may contact the Bank through any of the following channels:

- (a) visiting any branch of the Bank in person;
- (b) filling out a Customer Feedback Form and returning it:
 - (i) in person to any branch of the Bank;
 - (ii) by mail to the Bank at 78 Des Voeux Road Central, Central, HK; or
 - (iii) by fax to (852) 2802 9698;
- (c) emailing the Bank at chiyu@chiyubank.com; or
- (d) calling the Quality Service Hotline at (852) 2232 3304.

20.2 The Customer's feedback will be followed up promptly and processed within 30 days of the Bank's receipt. The Bank will have regard to its Data Policy Notice in handling the Customer's complaints to protect the Customer's privacy.



Appendix 1 – Risk Disclosure Statement

This Appendix describes some of the key risk factors concerning the use of the WMC Northbound RMB Remittance Account and the WMC Northbound Service based on the Bank’s current understanding of the Applicable Requirements. This Appendix is not exhaustive and does not disclose all the risks or other significant aspects of the WMC Northbound Service. The Customer should ensure that he or she understands the risks and the nature of the WMC Northbound Service before subscribing to the WMC Northbound Service. The Customer should consider carefully and consult his or her own advisers where necessary.

Unless otherwise defined in this Appendix, capitalised terms used in this Appendix shall have the same meanings as those defined in the “Terms and Conditions for Northbound Wealth Management Connect Service”.

1 Compliance with the Applicable Requirements

Use of the WMC Northbound Service is subject to all the Applicable Requirements, including the applicable laws and regulations issued by the Authorities in Mainland China. The Applicable Requirements may be subject to change from time to time. Any change in the Applicable Requirements may have an adverse impact on the use or operation of the WMC Northbound RMB Remittance Account under the WMC Northbound Service (such as the imposition of a restriction on, or suspension of, the use of the WMC Northbound Service).

The Bank may vary the scope of, suspend or terminate the WMC Northbound RMB Remittance Account under the WMC Northbound Service without prior notice for compliance with the Applicable Requirements. The Bank is not liable for any loss incurred or suffered by the Customer or any third party, arising from or in connection with the use of the WMC Northbound RMB Remittance Account under the WMC Northbound Service.

2 Designation of a Mainland Investment Account

The WMC Northbound RMB Remittance Account can only be used strictly for the sole purpose of the WMC Northbound Service by pairing that account with the Customer’s Mainland Investment Account and cannot be used for any other purposes or functions which may otherwise be available in respect of a bank account opened and maintained with the Bank.

The Customer must follow the procedures and requirements as the Bank may specify from time to time, including providing the details about the Customer’s Mainland Investment Account. A Customer can only designate one Mainland Investment Account and cannot change such designated account without the Bank’s consent. The Mainland Investment Account must be opened and maintained with the Cooperating Bank. The operation of the Mainland Investment Account is subject to the terms and conditions applicable to such account as prescribed by the Cooperating Bank. The Customer shall understand the terms and risks associated with the operation of the Mainland Investment Account.

In addition, the Customer should understand that the Cooperating Bank is incorporated in Mainland China, is not an authorized institution in Hong Kong as defined in the Banking Ordinance (Cap. 155 of the Laws of Hong Kong) and is not subject to the supervision of the Hong Kong Monetary Authority. The Cooperating Bank cannot carry on any banking business or the business of taking deposits in Hong Kong. Any deposits maintained with the Cooperating Bank are not protected under the Deposit Protection Scheme in Hong Kong. The transactions carried out in respect of the Mainland Investment Account under the WMC Northbound Service will be subject to the protection of Applicable Requirements prescribed by the relevant Authorities in Mainland China. The Customer should understand the rules and procedures relevant to transactions in the Mainland China wealth management product market, and should consider his or her own circumstances before making investment decisions

3 Restrictions on fund transfer and remittance

All funds transfer and remittance under the WMC Northbound Service are restricted and subject to the Applicable Requirements and other requirements as the Bank may specify from time to time. The Customer can only effect cross-boundary fund remittance in RMB under the WMC Northbound Service under a closed-loop mechanism by pairing together the WMC Northbound RMB Remittance Account and the Mainland Investment Account for the sole purpose of the WMC Northbound Service, subject to



any applicable aggregate and individual investor quota(s) imposed by the Applicable Requirements and/or other requirements as the Bank may specify from time to time. In other words, the Customer cannot effect cross-boundary fund remittance in RMB if the applicable aggregate or individual investor quota(s) has been exceeded. The Bank does not accept cross-boundary remittance for any other purpose.

In addition, the Bank generally transfers funds out of a Customer's account upon instructions during working hours, subject to the types of transfer and the manner of instructions. The Bank reserves the right to reject the Customer's instructions for the WMC Northbound Service, as the Bank reasonably considers appropriate. There is no assurance that the Customer's instruction can be successfully processed in time or at all. If a Customer's instructions are rejected or not processed in time, the Customer may be subject to liquidity risk.

4 RMB currency risk

RMB is subject to foreign exchange control and restrictions imposed by the Mainland Chinese central government. There may be additional rules, regulations and restrictions that may be relevant to RMB conversion. The Customer should take reasonable steps to look out for updates and details before giving instructions for RMB conversion.

The exchange rate of RMB may vary from time to time. There is no guarantee that RMB will not depreciate. The exchange rate of RMB traded outside Mainland China ("Offshore RMB") will be affected by, amongst other things, foreign exchange control imposed by the Mainland Chinese central government from time to time. The Customer will incur currency conversion costs (being the spread between the purchase and sale of Offshore RMB) and be subject to exchange rate fluctuation risks in any such currency conversion.

5 Foreign exchange risk

The Customer can only effect cross-boundary fund remittance in RMB under the WMC Northbound Service. The Customer may have to convert other foreign currency into RMB for the WMC Northbound Service. The Customer will be exposed to exchange rate risk.

6 Disclosure of information

A Customer agrees and consents to such disclosure as set out in the Privacy Policy when the Customer uses the WMC Northbound RMB Remittance Account under the WMC Northbound Service.

The Bank may provide or disclose information about the Customer in relation to his or her WMC Northbound RMB Remittance Account (including the profile, and the type and value of the transactions under the WMC Northbound Service) and transfer such information to a place outside Hong Kong for the purpose of the WMC Northbound Service:

- (a) to the Cooperating Bank that opened the Customer's Mainland Investment Account;
- (b) to the Bank's Group members and its service providers;
- (c) to any Authorities (including the People's Bank of China) to comply with the Applicable Requirements (such as meeting any aggregate and individual investor quota according to Applicable Requirements and/or complying with legal or regulatory requirements); and
- (d) to others as permitted by, and for such purposes in accordance with the Privacy Policy.

7 WMC Northbound Service channel and operational hours

The Bank has the absolute discretion to determine and vary the service channel and operational hours of the WMC Northbound Service.



8 Suspension or termination of the WMC Northbound RMB Remittance Account and/or the WMC Northbound Service

The Bank may suspend or terminate the Customer's use of the WMC Northbound RMB Remittance Account and/or the WMC Northbound Service at any time by giving at least 30 days' prior written notice to the Customer. The Bank has the right to suspend or terminate the WMC Northbound RMB Remittance Account and/or the WMC Northbound Service at any time **immediately without notice to the Customer** if:

- (a) the Mainland Investment Account is suspended or terminated;
- (b) the Bank reasonably considers that the Customer is in breach, or may be in breach, of the T&Cs, the General T&Cs or any Applicable Requirements;
- (c) the provision of the WMC Northbound Service by the Bank becomes or will become illegal or impracticable due to change in the Applicable Requirements;
- (d) the Customer places the Bank in a position where the Bank or its Group member could be acting outside a law, regulation, court order or an agreement with or guidance from any Authority; or
- (e) the Bank reasonably believes that if the Bank does not suspend or terminate the Customer's use of the WMC Northbound Service, the Bank or its Group member may be subject to action or censure from any Authority.

To terminate the WMC Northbound Service and/or the WMC Northbound RMB Remittance Account, the Customer is required to take such steps as the Bank may require, including:

- (i) the disposal, sale or termination of all the Eligible Products purchased under the WMC Northbound Service; and
- (ii) the remittance of all such funds in the Mainland Investment Account to the WMC Northbound RMB Remittance Account.

The termination of the WMC Northbound Service and/or the WMC Northbound RMB Remittance Account will take effect from such date as determined by the Bank. The Customer should ensure that there are no outstanding funds in the WMC Northbound RMB Remittance Account no less than 30 days before the date of termination of the WMC Northbound RMB Remittance Account.

9 Taxation

The Customer is fully responsible for any taxes in respect of transactions conducted under the WMC Northbound Service and agrees to indemnify the Bank on demand from and against all taxes which the Bank may incur in connection with any Eligible Products which the Customer holds or otherwise deals in. The Bank assumes no responsibility for advising on or handling any tax issues, liabilities and/or obligations in connection with the WMC Northbound Service and will not provide any service or assistance in this regard. The Customer is strongly recommended to obtain independent tax advice on the possible tax consequences before entering into any transaction under the WMC Northbound Service.