Contract between Applicant/Entrant and CMB International Securities Limited in respect of the New Capital Investment Entrant Scheme

申請人/投資者與招銀國際就新資本投資者入境計劃訂立的合約

THIS CONTRACT is made on (_____/_____/_____).

本合約於（_____年 / _____月 / _____日）訂立。

BETWEEN:

由下列雙方簽訂:

(1) Name _____, holder of Passport No. _____, with the New CIES Application Reference Number as assigned by the New CIES Office_____(the "**Client**") ;

申請人姓名 _____，其護照號碼為 _____ ，及其由新資本投資者入境計劃辦公室編配的計劃申請編號為 _____（下稱「**客戶**」）；

and

及

(2) **CMB INTERNATIONAL SECURITIES LIMITED** (CE No. AUZ441), being a licensed corporation to carry on Type 1 (dealing in securities) and Type 4 (advising on securities) regulated activities pursuant to the Securities and Futures Ordinance Cap. 571 and an Exchange Participant of the Stock Exchange of Hong Kong, whose registered address in located at 45-46/F, Champion Tower, 3 Garden Road, Central, Hong Kong. (the Appointed FI. **"CMBIS**")

招銀國際證券有限公司 (CE 編號 AUZ441)，根據《證券及期貨條例》(第 571 章)，獲發牌進行第 1 類(證券交易) 及第 4 類 (就證券提供意見)受規管活動的持牌法團及聯交所之參與者；其註冊辦事處設於香港中環花園道3號冠君大廈45至46樓 (下稱「**招銀國際**」)。

WHEREAS:

鑑於：

(1) The Client shall become/is the Applicant/Entrant under the New CIES operated by InvestHK and Immigration Department.

客戶將會/已成為投資推廣署及香港特別行政區政府入境事務處推行的新資本投資者入境計劃的申請人/投資者。

(2) The Client has entered into an account agreement with CMBIS to open a securities investment account (the "**Principal Agreement**"). In addition to the terms and conditions stated in the Principal Agreement, CMBIS has agreed to provide services to the Client on the terms and conditions of this agreement. This Contract is supplemental to the Principal Agreement between CMBIS and the Client.

客戶已經與招銀國際訂立客戶帳戶協議書用以開設一個證券投資戶口(下稱「主合約」)，作為買入及/或持有有關資產以乎合新資本投資者入境劃的要求。除主合約內所訂立的條款外，招銀國際已經同意根據本附加合約條款提供有關服務予客戶。本合約是附加於客戶與招銀國際雙方所簽訂的主合約的附加合約 (下稱「附加合約」)。

(3) The Client will or has opened a designated account (the "**Designated Account**") for the purpose of purchasing and/or holding Permissible financial asset(s) in order to fulfill the Investment Requirements and Portfolio Maintenance Requirements under the New CIES for the Client.

客戶已於招銀國際開設根據客戶指示開立指定帳戶（下稱「指定帳戶」）作為買入及/或持有獲許金融資產以助客戶符合新資本投資者入境計劃下的投資規定及投資管理規定。

(4) CMBIS is a corporation licensed to perform Type 1 or 9 regulated activities under the Securities Futures Ordinance (Cap. 571 of the Laws of Hong Kong).

招銀國際為根據《證券及期貨條例》（香港法例第571章）獲發牌進行第1或9類受規管活動的持牌法團。

NOW IT IS HEREBY AGREED as follows:

茲達成協議如下：

1. DEFINITIONS AND INTERPRETATIONS
定義及釋義

1.1 Unless otherwise defined, capitalised terms used in this Contract shall have the same meanings as defined in the Scheme Rules.

除非另有定義，本合約所用詞彙與《計劃規則》內所界定者具有相同涵義。

1.2 "**Annex**" means the Annex A of the Scheme Rules, having the same force and effect as if expressly set out in the body of this Contract.

「附件」指《計劃規則》內的附件A，具有同等的效力和效果如同明確載於本合約的正文中。

1.3 "**Applicant/Entrant**" means the Client.

「申請人/投資者」是指客戶。

1.4 "**Approval-in-Principle**" means a preliminary and provisional grant of approval in writing given by DoI to the Applicant to enter Hong Kong and/or remain in Hong Kong pursuant to the New CIES.

「原則上批准」 指入境事務處處長發出讓申請人依據新資本投資者入境計劃進入香港及/或在香港逗留的初步及臨時的書面批准。

1.5 "**Designated Account**" means the designated securities investment account opened by the Appointed

FI and operated in accordance with the instruction of the Client for the purpose of acquiring and/or holding Permissible financial assets in order to fulfill the Investment Requirements and Portfolio Maintenance Requirements under the New CIES for the Client. The Designated Account shall only hold in own name of the Client. 「指定帳戶」是指於受委聘的金融中介機構開立的帳戶，並根據客戶為客戶指示買入及/或持有獲許金融資產以符合新資本投資者入境計劃下的投資規定及投資管理規定。指定帳戶只可以以客戶本人名義。

1.6 "**DGIP**" means the Director-General of Investment Promotion of InvestHK.
「投資推廣署署長」指投資推廣署的投資推廣署署長。

1.7 "**DoI**" means the Director of Immigration of the Immigration Department.
「入境事務處處長」指入境事務處的入境事務處處長。

1.8 "**Entry Application**" means an entry application submitted to DoI for a visa/entry permit to enter Hong Kong and/or remain in Hong Kong for residence under the New Capital Investment Entrant Scheme.
「入境申請」指依據新資本投資者入境計劃以進入香港及/或逗留在香港居留為目的向入境事務處處長提交的入境簽證/進入許可申請。

1.9 "**Financial Intermediary**" means CMBIS.
「金融中介機構」指招銀國際。

1.10 "**Formal Approval**" means a confirmed grant of approval in writing given by the DoI to the Applicant to enter Hong Kong and/or remain in Hong Kong pursuant to the New CIES.
「正式批准」指入境事務處處長發出批准申請人依據新資本投資者入境計劃進入香港及/或在香港逗留的書面確認。

1.11 "**Hong Kong**" means the Hong Kong Special Administrative Region of the People's Republic of China.
「香港」指中華人民共和國香港特別行政區。

1.12 "**Immigration Department**" means the Immigration Department of the Government of Hong Kong, which is responsible for assessing applications for visa/entry permit, extension of stay and unconditional stay pursuant to the New CIES.
「入境事務處」指香港特別行政區政府入境事務處，負責審批根據新資本投資者入境計劃提交的簽證/進入許可、延長逗留期限和無條件限制逗留申請。

1.13 "**InvestHK**" means Invest Hong Kong of the Government of Hong Kong, which is responsible for attracting and facilitating direct investment into Hong Kong.
「投資推廣署」指香港特別行政區政府投資推廣署，專責為香港促進外來直接投資的政府部門。

1.14 "**New CIES**" means the New Capital Investment Entrant Scheme which was launched on 1 March 2024, subject to amendments and/or supplements from time to time.

「新資本投資者入境計劃」是指二零二四年三月一日推出的新資本投資者入境計劃，以及其不時進行的修訂及/或補充。

1.15 "**New CIES Office**" means the New Capital Investment Entrant Scheme Office under InvestHK, overseen by DGIP, which is responsible for assessing the financial assets and investment of Applicants/Entrants as well as monitoring their continuous compliance of the Investment Requirements and Portfolio Maintenance Requirements under the New CIES.

「新資本投資者入境計劃辦公室」指投資推廣署轄下新資本投資者入境計劃辦公室，由投資推廣署署長監督，負責審查新資本投資者入境計劃申請人/投資者的金融資產和投資，並監察他們是否持續符合投資規定和投資管理規定。

1.16 "**Permissible financial assets**" means the assets referred to by that name in paragraph 5.1(a) to (f) of the Scheme Rules including equities, debt securities, certificates of deposits, subordinated debt, eligible collective investment schemes and ownership interest in limited partnership funds registered under the Limited Partnership Fund Ordinance (Cap. 637 of the Laws of Hong Kong).

「獲許金融資產」指《計劃規則》第5.1(a)至(f)段按其名所述屬於獲許金融資產類別的資產，包括股票、債務證券、存款證、後償債項、合資格集體投資計劃，以及根據《有限合夥基金條例》（香港法例第637章）註冊的有限合夥基金的擁有權權益。

1.17 "**Scheme Rules**" means the Rules for the New CIES published by DGIP and DoI for the purpose of the New CIES, subject to amendments and/or supplements from time to time.

「計劃規則」指投資推廣署署長和入境事務處處長為施行新資本投資者入境計劃而公布的《計劃規則》，以及其不時進行修訂及/或補充。

1.18 "**Working Day**" means a day other than a Sunday, a public holiday or a gale warning day or a black rainstorm warning day as defined in section 71(2) of the Interpretation and General Clauses Ordinances (Cap. 1 of the Laws of Hong Kong).

「工作天」 指星期日、公眾假日或烈風警告日或黑色暴雨警告日（後兩者的定義與《釋義及通則條例》（香港法例第1章）第71(2)條的定義相同）以外的日子。

2. REPRESENTATIONS AND WARRANTIES

聲明及保證

2.1 Both the Client and CMBIS hereby warrant, represent and undertake the following:

客戶及招銀國際均保證、聲明及承諾以下各項：

(1) In the Designated Account of the Client, opened with CMBIS and operated in accordance with the Client's instruction, shall only hold in Client's name:

客戶在招銀國際開立並按客戶指示運作的指定帳戶中，只可以以客戶本人名義：

(a) Permissible financial assets (as defined and referred to in the Scheme Rules);

獲許金融資產（指《計劃規則》中所作的定義和描述）；

(b) cash of HK$3 million for placing into the CIES Investment Portfolio ("CIES IP");
300萬港元現金，以供投入「資本投資者入境計劃投資組合」；

(c) cash proceeds of sale or other realisation of Permissible financial assets;
出售或以其他方式變賣獲許金融資產所得的現金收益；

(d) cash transferred to the Designated Account by the Client for investment in Permissible financial assets; and
客戶轉往指定帳戶的現金，用以投資於獲許金融資產；及

(e) cash representing cash dividends or interest accruing in the Designated Account.
指定帳戶內的累積現金股息或利息。

(2) All cash transferred to the Designated Account by the Client and all cash proceeds of sale or other realisation of Permissible financial assets shall be invested or re-invested in Permissible financial assets and/or real estate in accordance with the Scheme Rules;
客戶轉往指定帳戶的現金，以及出售或以其他方式變賣獲許金融資產所得的現金收益，必須按照《計劃規則》的規定全數投資或再投資於獲許金融資產及/或房地產；

(3) As soon as the Client obtains the Approval-in-Principle (if applicable) and/or Formal Approval and/or other relevant documents from DoI in relation to his Entry Application under the New CIES, the Client shall notify CMBIS with all relevant approvals in writing and documents accordingly;
當客戶就新資本投資者入境計劃的入境申請獲得入境事務處處長原則上批准（如適用）及/或正式批准及/或其他相關文件，客戶須通知招銀國際並提供所有相關書面確認及文件；

(4) The Client shall understand and agree that CMBIS is required to comply with the reporting requirements provided in the Scheme Rules and in this Contract. In addition, the Client shall understand and agree that CMBIS is required to carry out customer due diligence and fulfill relevant anti-money laundering and counter-terrorist financing obligations under the Anti-Money Laundering and Counter Terrorist Financing Ordinance (Cap. 615 of the Laws of Hong Kong), and report to the New CIES Office on his/her continuous compliance with the Scheme Rules. The Client shall provide the relevant information, documents or evidence to CMBIS for compliance of the abovementioned rules and regulations;
客戶明白及同意招銀國際須遵守《計劃規則》及本合約所述的申報要求。此外，客戶明白及同意招銀國際須對客戶作盡職審查，並履行《打擊洗錢及恐怖分子資金籌集條例》（香港法例第615章）內與打擊洗錢及恐怖分子資金籌集相關的法定責任，以及向投資推廣署轄下的新資本投資者入境計劃辦公室報告客戶持續符合《計劃規則》的情況。客戶須就上述的《計劃規則》及本合約向招銀國際提供相關資料、文件或證據；

(5) The Client shall acknowledge and agree that if he/she fails to timely provide CMBIS with any relevant information, documents or evidence required by CMBIS to fulfill its reporting obligations under the New CIES, this may affect his/her application to DGIP and/or DoI under

the New CIES; and

客戶確認及同意如客戶未能及時提供相關資料、文件或證據予招銀國際，招銀國際將因此而無法遵守《計劃規則》及/或新資本投資者入境計劃內所訂立的申報要求，而客戶向投資推廣署署長及/或入境處處長提交對新資本投資者入境計劃的申請亦可能因而受影響；及

(6) The Client and CMBIS shall acknowledge that the terms and conditions which DGIP may require to be included in the agreement shall be of the essence of any such agreement (unless DGIP otherwise agrees in writing) and override a different intention arising from or which might otherwise (apart from the Scheme Rules) arise from the provisions of this agreement regarding the appointment of the financial intermediary(ies).

客戶和招銀國際均確認投資推廣署署長所規定包括在協議內的條款和條件是該協議的主要部分（除非投資推廣署署長以書面同意另外的安排，則作別論）。此外，如因本協議內關於委聘金融中介機構的條文而產生或在其他情況下（《計劃規則》除外）可能產生任何不同的用意，則投資推廣署署長所規定的條款和條件將凌駕於該用意之上。

3. THE NOTIFICATION DUTY OF CMBIS TO DGIP
招銀國際向投資推廣署署長的通報責任

3.1 CMBIS shall notify DGIP in writing within seven working days of acquiring actual knowledge of any of the followings:

招銀國際在實際知悉下述情況後，必須在七個工作天內以書面通知投資推廣署署長：

(1) any instruction by the Client to appoint as a new Financial Intermediary;

客戶發出指示，委聘其為新的金融中介機構；

(2) the Client has instructed to withdraw, or has withdrawn any assets from the Designated Account (other than cash dividends or interest accruing in the Designated Account);

客戶已發出指示／已從指定帳戶提取任何資產（帳戶內的累積現金股息或利息除外）；

(3) the Client has not re-invested the proceeds of sale or other realisation of Permissible financial assets in further Permissible financial assets within the following period (or such other period as may be provided by the Scheme Rules then in force):

客戶沒有在下述期限（或當時生效的《計劃規則》所訂明的其他期限）內把出售或以其他方式變賣獲許金融資產所得的收益再投資於獲許金融資產：

(a) no more than 14 calendar days may elapse between the date of the contract for the sale of the asset being sold and the date of the contract for the purchase of the reinvestment asset;

出售原有資產的立約日期與購入再投資項目資產的立約日期不得相隔超過14個公曆日；以及

(b) in calculating the period mentioned in (a) above:

計算上文(a)項所述期限時：

(i) "date of the contract" means the date on which the written agreement comes into legal effect;

「立約日期」指書面協議產生法律效力的日期；

(ii) the first date referred to shall be excluded and the last date referred to shall be included;

不包括所指的首天，但包括所指的最後一天；以及

(iii) if the first and/or last day of the period would otherwise be a Sunday, a public holiday, a gale warning day or a black rainstorm warning day, the first and/or last day shall instead be the next following working day and the period shall be extended accordingly;

如該期限的首天及/或最後一天是星期日、公眾假期、烈風警告日或黑色暴雨警告日，該日將順延至隨後一個工作天，該期限亦會相應延長；

(4) any instruction from the Client to transfer the Designated Account or any assets in the Designated Account (other than cash dividends or interest accruing in the Designated Account) to any other Financial Intermediary or other person;

客戶發出指示，把指定帳戶或該帳戶內的任何資產（指定帳戶內的累積現金股息或利息除外）轉往任何其他金融中介機構或人士；

(5) (except for any lien to secure payment or CMBIS's proper fees and expenses,) the Client has charged, assigned or created any interest in favour of a third party in any assets in the Designated Account (including cash dividends or interest accruing therefrom, if any, provided that these are still held in the Designated Account);

客戶已就指定帳戶內的任何資產（包括仍存於該指定帳戶內的累積現金股息或利息（如有））作出押記、轉讓或設定以第三方為受益人的權益（為保證付款而設定的留置權或招銀國際的正當收費和開支除外）；

(6) the Client has ceased to be the sole beneficial owner of all assets in the Designated Account (other than cash dividends or interests accruing in the Designated Account);

客戶不再是指定帳戶內所有資產（指定帳戶內的累積現金股息或利息除外）的唯一實益擁有人；

(7) any instruction by the Client to close the Designated Account; and

客戶發出取消指定帳戶的指示；以及

(8) any instruction by the Client for CMBIS to cease the appointment as his/her Financial Intermediary.

客戶發出指示，終止委聘招銀國際為其金融中介機構。

3.2 Within 14 working days after the first anniversary of the grant of Formal Approval to the Client to join the New CIES, and within 14 working days after each subsequent anniversary if CMBIS still operates the Designated Account at such anniversary, CMBIS shall:

客戶獲得「正式批准」參與新資本投資者入境計劃的首個周年日後的14個工作天內，以及在其後每個周年日後的14個工作天內，招銀國際如在該周年日仍然管理指定帳戶，則須：

(1) notify DGIP in writing of the composition of the Designated Account at the relevant anniversary and the quantity and Market value of the Permissible financial assets held in the Designated Account at that date; and

以書面通知投資推廣署署長指定帳戶在該周年日的投資組合成分及在該日於指定帳戶內持有的獲許金融資產數量和市值；以及

(2) confirm in writing to DGIP that to the best of its knowledge, CMBIS has complied fully with the reporting obligations set out above in respect of the period since the appointment as the Client's Financial Intermediary until the relevant anniversary, or notify DGIP in writing of all matters which should have been reported in respect of that period.

以書面向投資推廣署署長確認招銀國際已就其所知，自獲委聘為客戶的金融中介機構起至相關周年日的期間，已充分履行上文所述的申報責任或把所有應在該段期間申報的事宜以書面通知投資推廣署署長。

3.3 CMBIS shall promptly answer all queries addressed to it by DGIP concerning the Designated Account and supply such documents (whether copies or originals) concerning the Designated Account as DGIP requests. The Client irrevocably authorises CMBIS to answer all such questions and provide such documents (including but not limited to contract notes, daily and monthly activity statements).

招銀國際須盡快回覆投資推廣署署長向其提出的關於指定帳戶的所有查詢，並須按投資推廣署署長的要求提供與指定帳戶有關的文件（不論副本或正本）。客戶須授權招銀國際回覆該等查詢和提交該等文件，而此項授權是不可撤銷的。

3.4 CMBIS shall supply to DGIP within seven working days from the day it is made a copy of the contract between the Client and CMBIS and every amendment or variation to such contract (subject to the provisions of paragraph 3.5 below).

就客戶與招銀國際訂立合約一事，招銀國際必須在訂立合約後七個工作天內向投資推廣署署長提交合約副本。每當合約有任何修訂或更改（在符合下文第3.5段的規定條件下），招銀國際亦須於七個工作天內向署長提交顯示每項修訂或更改的文件副本。

3.5 In accordance with paragraph 8 of Annex A of the Scheme Rules, the provisions in Annex A of the Scheme Rules shall prevail over any other provisions in this Contract between the Client and CMBIS in the event of any conflict or inconsistency between them.

根據《計劃規則》附件A的第8段，《計劃規則》附件A 所載的條文如與客戶與招銀國際所訂立的合約條文有任何抵觸或不一致之處，一概以《計劃規則》附件A的條文為準。

3.6 All reports and written notifications to DGIP referred to in the above provisions in this Contract shall be submitted to the responsible team of the New CIES Office. The New CIES Application Reference Number as assigned by the New CIES Office and the relevant subject matter should be quoted in any communication with the New CIES Office.

於本合約上述條文提及的所有向投資推廣署署長遞交的報告及書面通知須提交到新資本投資者入境計劃辦公室的專責團隊，所有與新資本投資者入境計劃辦公室的通訊中亦須註明由新資本投資者入境計劃辦公室編配的計劃申請編號及有關的事項內容。

3.7 The English version of this Contract shall prevail in the event of any inconsistency between the English and Chinese versions.

如本合約的英文本和中文譯本有不一致之處，應以英文本為準。

4. GENERAL AGREEMENT PROVISIONS

協議的一般條款

4.1 Subject to any lien which CMBIS may have for unpaid fees or expenses in the ordinary course of the business under the New CIES in relation to Permissible financial assets, the Client must be and remain the absolute beneficial owner of the Permissible financial assets and is required to prove to the satisfaction of DGIP all the relevant details of the material transaction(s) by him/her or on his/her behalf on the Designated Account by providing documentary evidence.

除了招銀國際就其在新資本投資者入境計劃的獲許金融資產的正常業務運作過程中所招致但未獲付的費用或開支而設定的留置權外，客戶必須是而且一直是獲許金融資產的絕對實益擁有人，並須提供證明文件，向投資推廣署署長證明其本人或由代理人在指定帳戶所進行交易的一切有關詳情，並使署長信納。

5. OTHERS

其他

5.1 This Contract shall be governed by the law of Hong Kong. The parties agree to submit to the exclusive jurisdiction of the courts of Hong Kong.

本合約將受香港特別行政區法律管轄。各方同意遵從香港法庭的專有司法管轄權。

6. DISCLAIMERS BY CMB INTERNATIONAL SECURITIES LIMITED

招銀國際免責聲明

6.1 The Client understands and accepts that CMBIS is required to comply with the reporting requirements provided in clause 3 of this Contract. Such reports shall be used by InvestHK and the Immigration Department in accepting, rejecting or otherwise considering the Client's application under the Scheme. The Client hereby expressly agrees that CMBIS shall not be held liable or responsible whatsoever to the reports and related information provided by CMBIS as aforesaid.

客戶明白及接受招銀國際必須遵守此合約第3條條款之匯報要求。此等報告乃投資推廣署及入境事務處用以接受、拒絕或其它決定關於客戶在新資本投資者入境計劃之申請。雖然招銀國際負責提供上述報告，但客戶在此明確同意不論上述所提供的報告及相關信息如何，招銀國際不須負上任何責任。

IN WITNESS whereof this Contract is duly executed on the date first above written.
本合約於首頁書明的日期簽訂，以茲證明。

Signed by
簽署

Client's Signature
客戶簽署

Name
客戶姓名

For and on behalf of

CMB INTERNATIONAL SECURITIES LIMITED
招銀國際證券有限公司

Authorized Signature/Company Chop
授權簽署/公司印章