

Supplemental Agreement – New Capital Investment Entrant Scheme

新資本投資者入境計劃-附加合約

This agreement is made on

本合約於 _____

BETWEEN:

由下列雙方簽訂:

1. **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 is located at 45-46/F, Champion Tower, 3 Garden Road, Central, Hong Kong (“CMBIS”); and

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」);及

2. Name _____ Holder of Passport No. _____
姓名 護照號碼

issued by _____ (the “Client”)
簽發地 (下稱「客戶」)

WHEREAS :

鑑於 :

- A. The Client shall become/is an applicant under the New Capital Investment Entrant Scheme operated by Invest Hong Kong and Immigration Department of the Government of Hong Kong Special Administrative Region (HKSAR).

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。

- B. The Client has entered into an account agreement with CMBIS to open a securities investment account (the “Principal agreement”) for the purpose for buying and/or holding certain assets in order to fulfill the relevant requirements under the New Capital Investment Entrant Scheme. In addition to the terms and conditions stated in the Principal Agreement, CMBIS has agreed to open a securities investment account and provide services to the Client on the following terms and conditions.

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/ 或持有有關資產以合乎新資本投資者入境計劃的要求。除主合約內所訂立的條款外, 招銀國際已經同意根據以下條款開設一個證券投資戶口並提供有關服務予客戶。

C. This agreement is supplemental to the Principal Agreement between CMBIS and the Client (“Supplemental Agreement”).

本合約是附加於客戶與招銀國際雙方所簽訂的主合約(下稱「附加合約」)。

NOW IT IS HEREBY AGREED as follows :

茲達成協議如下：

1. DEFINITIONS

定義及解釋

1.1 Unless the context otherwise requires, terms and words used or set out in the Principal Agreement and the New Capital Investment Entrant Scheme shall have the same meanings and applications in this Supplemental Agreement.

除非文義另有不同要求，在主合約及新資本投資者入境計劃內所用的短語及詞語均適用於本附加合約並具有相同意義。

“**CIES Account**” means the designated securities investment account opened by and operated in accordance with the instructions of the Client at CMBIS for the purpose of buying and/or holding Permissible Financial Assets in order to fulfill the relevant requirements under the New Capital Investment Entrant Scheme.

「資本投資者入境計劃戶口」指客戶為符合新資本投資者入境計劃的規則的有關要求而於招銀國際開設根據客戶指示操作以及買入及/或持有獲許金融資產的指定證券投資戶口。

“**DGIP**” means Director-General of Investment Promotion.

「投資推廣署署長」指新資本投資者入境計劃辦公室的投資推廣署署長。

“**Director of Immigration**” means the Director of the Immigration Department of the HKSAR government.

「入境事務處處長」指香港特別行政區政府入境事務處的處長。

“**Rules**” means the rules for the New Capital Investment Entrant Scheme.

「規則」指新資本投資者入境計畫的規則。

“**Scheme**” means the New Capital Investment Entrant Scheme.

「計畫」指新資本投資者入境計畫。

“**Permissible Financial Assets**” means the Permissible financial assets as defined and referred to from time to time in the Rules published by the Director-General of Investment Promotion of Invest Hong Kong and Director of Immigration for the purpose of the Scheme.

「獲許金融資產」指投資推廣署署長和入境事務處處長為施行計畫而公布的計劃規則中所不時界定的定義和提述。

“**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 diction 71(2) of the Interpretation and General Clauses Ordinance (Cap. 1 of the Laws of Hong Kong).

「工作日」指星期日、公眾假期、香港法例第一章《釋義及通則條例》第 71(2)條所界定的烈風警告或黑色暴雨警告日以外的任何一天。

2. REPRESENTATIONS AND WARRANTIES

聲明及保證

2.1 The Client hereby warrants, represents and undertakes to CMBIS and/or its affiliate the following:

客戶在此向招銀國際及/或其附屬公司保證、聲明及承諾以下各項:

(a) The CIES Account shall only hold in his/her own name the following:

資本投資者入境計劃戶口只可以其本人名義持有以下各項:

(i) Permissible Financial Assets;

獲許金融資產;

(ii) 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」;

(iii) cash proceeds of sale or other realization of Permissible Financial Assets;

出售或以其他方式變賣獲許金融資產後所得的現金收益;

(iv) cash transferred to the CIES Account by the Client for investment in Permissible Financial Assets; and

客戶存入資本投資者入境計劃戶口用於投資於獲許金融資產的現金; 以及

(v) cash representing cash dividends or interest accruing in the CIES Account.

於資本投資者入境計劃戶口內累積的現金股息或利息。

(b) All cash transferred to the CIES Account by the Client and all proceeds of sale or other realization of Permissible Financial Assets shall be invested or re-invested in Permissible Financial Assets and/or no-residential real estate in accordance with the Scheme Rules.

客戶轉往資本投資者入境計劃戶口的現金，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，必須並按照計畫規則的規定全數投資或再投資於獲許金融資產及/或非住宅房地產。

(c) As soon as the Client obtains the Approval In Principal and/or Formal Approval from the Immigration Department in relation to his application under the Scheme, the Client shall inform CMBIS accordingly and provide such document or evidence as may be requested by CMBIS. The Client understand and accepts that failure to provide CMBIS with the relevant information, document or evidence may render CMBIS unable to comply with the relevant reporting requirements under the Rules and/or Scheme, and the Client's application under the Scheme may be affected accordingly.

當客戶就有關此計劃的申請獲得入境事務處處長原則上批准或正式批准時，客戶需通知招銀國際並按招銀國際的要求提供有關文件及證據。客戶如未能提供有關資料、文件或證據給招銀國際，客戶需明白及接受招銀國際將因此無法遵守規則或計劃內所訂立的申報要求，而客戶對此計劃的申請亦會因而受影響。

3. CMBIS' RIGHT TO DISCLOSE CLIENT'S INFORMATION TO THE DIRECTOR OF IMMIGRATION

招銀國際向入境事務處處長披露客戶資的權利

3.1 In accordance with the Rules, CMBIS shall notify DGIP in writing within 7 working days of acquiring actual knowledge of any of the following;

按照規則所定，招銀國際在實際知悉發生下列任何事項後，必須於 7 個工作天內以書面通知投資推廣署署長：

- (a) Any instruction by the Client to appoint CMBIS as a new financial intermediary;
客戶發出指示，委聘招銀國際為新的金融中介機構；
- (b) The Client has withdrawn any assets from the CIES Account (other than cash dividends or interest accruing in the CIES Account) or received any new injection of assets into the CIES Account;
客戶已從資本投資者入境計劃戶口內提取任何資產(資本投資者入境計劃戶口內累積的現金股息或利息除外) 或向資本投資者入境計劃戶口注入新資產；
- (c) Any instruction from the Client to withdraw any assets from the CIES Account (other than cash dividends or interest accruing in the CIES Account) or received any new injection of assets into the CIES account;
客戶發出指示，要從資本投資者入境計劃戶口內提取任何資產(資本投資者入境計劃戶口內累積的現金股息或利息除外) 或向資本投資者入境計劃戶口注入新資產；
- (d) The Client has not re-invested the proceeds of sale or other realization 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內(或在當時生效的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後所得的收益再投資於其他獲許金融資產：
 - (i) 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和購入再投資項目新資產的立約日期，不得相隔超過 14 個公曆日；

- (ii) in calculating the period mentioned in (i) above:
在計算上文(i)項所述的期限時:
- (1) **“date of the contract”** means the date on which the agreement (whether written or unwritten) comes into legal effect;
「立約日期」指協議(不論是否書面協議)產生法律效力的日期;
 - (2) the first date referred to shall be excluded and the last date referred to shall be included;
不包括所指的充首日，但包括所指的最後一日;
 - (3) 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;
如該期限的首日/最後一日是星期日、公眾假日、烈風警告日或黑色暴雨警告日該日將順延至隨後的一個工作天，該期限亦相應延長;
- (e) Any instruction from the Client to transfer the CIES Account or any assets in the CIES Account (other than cash dividends or interest accruing in the CIES Account) to any other financial intermediary or other person;
客戶發出任何指示，要把資本投資者入境計劃戶口或該帳戶內任何資產(資本投資者入境計劃戶口內累積的現金股息或利息除外)轉往任何其他金融中介機構或轉給他人;
- (f) (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 CIES Account (including cash dividends or interest accruing therefrom, if any, provided that these are still held in the CIES Account);
(除了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外)，客戶已就投資者入境計劃戶口內任何資產(包括累積在該帳戶內並仍存於該帳戶的現金股息或利息(如有的話))進行押記、轉讓或設定以第三方為受益人的權益;
- (g) The Client has ceased to be the sole beneficial owner of all assets in the CIES Account (other than cash dividends or interest accruing in the CIES Account);
客戶不再是資本投資者入境計劃戶口內全部資產(資本投資者入境計劃戶口內累積的現金股息或利息除外)的唯一實益擁有人;
- (h) Any instruction by the Client to close the CIES Account; and
客戶發出取消資本投資者入境計劃戶口的指示; 以及
- (i) 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 Scheme, and within 14 working days after each subsequent anniversary if CMBIS still operates the CIES Account at such anniversary, CMBIS shall:

在處長向客戶批予「正式批准」參加本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，如招銀國際在該周年日仍然管理資本投資者入境計劃戶口，則招銀國際必須：

- (a) notify DGIP in writing of the composition of the CIES Account at the relevant anniversary and the acquisition cost (exclusive of all dealing charges commission and stamp duty) of the Permissible Financial Assets held in the CIES Account at that date; and

以書面通知投資推廣署署長資本投資者入境計劃戶口在該周年日的組合成分，以及資本投資者入境計劃戶口內持有的獲許金融資產在該日的購入價 (不包括一切交易費、佣金和印花稅); 以及

- (b) confirm in writing to DGIP that to the best of CMBIS's 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證實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，或已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 Client's CIES Account and supply such documents (whether copies or originals) concerning such account as DGIP requests. The Client irrevocably authorizes CMBIS to answer all such questions and provide such documents (including but not limited to contract notes, daily and monthly activity statements).

招銀國際須盡速回答投資推廣署署長向其提出的關於資本投資者入境計劃戶口的所有查詢，並須按投資推廣署署長的要求提供與資本投資者入境計劃戶口有關的文件(不論副本或正本)。客戶在此授權招銀國際答覆該等查詢和提交該等文件(包括但不限於買賣單據、日結單及月結單)，而此項授權是不可撤銷的。

- 3.4 CMBIS shall supply to DGIP within 7 working days from the day it is made a copy of all contracts made between the Client and CMBIS and within 7 working days a copy of every amendment or variation to such contracts (but subject to the clause 4.3 of this Supplemental Agreement).

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 7 個工作天內向投資推廣署署長提交所有合約的副本。每當合約有修訂或更改(必須符合此附加合約第 4.3 條條款的規定)，招銀國際亦須於 7 個工作天內向投資推廣署署長提交顯示修訂或更改內容的文件副本。

4. GENERAL AGREEMENT PROVISIONS

合約總則

- 4.1 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 Supplemental Agreement 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此附加合約的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。

- 4.2 For the purpose of the Scheme, no margin trading facilities shall be provided by CMBIS to the Client in relation to the Client's investment in the Permissible Financial Assets.

為符合本計劃的目標，招銀國際將不會為客戶投資獲許金融資產而提供按揭融資服務。

- 4.3 No amendment, modification or waiver in respect of this Supplemental Agreement shall be effective unless a written consent is given by DGIP.

有關本合約的任何修訂、更改或棄權須得到投資推廣署署長的書面許可，否則無效。

- 4.4 All reports and written notifications to the DGIP referred to in the above provisions could be sent (by email or post or other acceptable means) to the following addressee:

所有按照以上條文提交給投資推廣署署長的報告及書面通知可用電郵或郵寄或其他可接受方式送交以下收件人：

Title 職銜	Director-General of Investment Promotion	投資推廣署署長
Address 地址	15/F, Revenue Tower, 5 Gloucester Road, Wan Chai, Hong Kong	香港灣仔告士打道 5 號 稅務大樓 15 樓
Email 電郵	newcies@investhk.gov.hk	

- 4.5 The English text shall prevail in the event of any inconsistency between the English and Chinese texts.
中英文本若有任何歧議，須以英文本為準。

5. DISCLAIMERS BY CMB INTERNATIONAL SECURITIES LIMITED

招銀國際免責聲明

The Client understands and accepts that CMBIS is required to comply with the reporting requirements provided in clause 3 of this Supplemental Agreement. Such reports shall be used by 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 to the Client's application as a result of the reports provided by CMBIS as aforesaid.

客戶明白及接受招銀國際必須遵守此附加合約第 3 條條款之匯報要求。此等報告乃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客戶在該計劃之申請結果如何，招銀國際不須負上任何責任。

I/We, the undersigned Client(s), have read and understood and accepted the provisions of the Supplemental Agreement – New Capital Investment Entrant Scheme.

本人/吾等，下述簽署客戶，已閱讀過、明白及接受貴公司的新資本投資者入境計劃 – 附加合約。



Client's Signature

客戶簽署

Name

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