

Terms and Conditions for Citi NextGen Account

1. By applying to open a Citi NextGen Account ("**CNGA**") with Citibank (Hong Kong) Limited ("**CHKL**", the "**Bank**", or "**you**") and requesting to be provided with the CNGA Services (as defined below), we (the sponsoring parent or legal guardian ("**Parent**") and the child in who's name the CNGA will be opened ("**Child**")) confirm that we have read these Terms and Conditions for Citi NextGen Account ("**CNGA T&Cs**") and the relevant provisions in the Terms and Conditions for Accounts and Services ("**General T&Cs**"), and agree to be bound by them. The CNGA T&Cs and the relevant provisions in the General T&Cs (together, the "**Client Agreement**") shall be read together and forms the contract which governs our relationship with you. Terms that are undefined in the CNGA T&Cs shall have the same meaning under the General T&Cs (if defined in the General T&Cs). If there is any inconsistency between the General T&Cs and the CNGA T&Cs, the CNGA T&Cs shall prevail.
2. The Parent enters into the Client Agreement as the sponsor of the Child and agrees to be bound by the terms of the Client Agreement in consideration of you opening the CNGA in the name of the Child and providing the CNGA Services (as defined below) to the Child. To the extent permitted under applicable laws and regulations, the Parent agrees that if any provision in the Client Agreement is unenforceable by you against the Child, you shall be entitled to enforce such provision against the Parent, notwithstanding that the CNGA is opened in the name of the Child and the CNGA Services are provided to the Child.
3. The Parent will cease to be a party to the Client Agreement when the Child is 21 years of age (provided that the Child completed the Re-Confirmation as defined below), upon which:
 - a. all provisions in the Client Agreement that relate solely to the Parent shall cease to apply;
 - b. all provisions that include a reference to, right of or obligation of the Parent shall be read in an appropriate manner without such reference, right or obligation; and
 - c. the Deed of Indemnity (as defined below) shall be deemed to have been revoked.

For the avoidance of doubt, this does not affect any rights and/or obligations of the Parent which have accrued before such date. The provisions and documents listed in (a)-(c) above shall not be affected if the Child reaches 21 years of age without having ever completed the Re-Confirmation. For the avoidance of doubt, the Parent will continue to remain a party to the Client Agreement even if the Parent subsequently loses full or partial guardianship or custody rights over the Child.

4. We represent and confirm that the Child is at least 11 years of age as at the date of signing this document and that the Parent is the biological parent or legal guardian of the Child. We hereby consent in our capacity as Parent on behalf of the Child, to your collection and use of any personal data of the Child for the purposes of opening and servicing the CNGA, as governed by your PDPO Policy.
5. When the Child reaches 18 years of age, the Child agrees to complete a re-confirmation process ("**Re-Confirmation**") pursuant to which the Child will fully accept the General T&Cs and undertake all additional KYC/AML processes as specified by you. In the event that the Child does not complete the Re-Confirmation within the period specified by you, you have the right to suspend and/or close the CNGA, and suspend and/or cease to provide the CNGA Services (as defined below).

6. Before the Re-Confirmation, we understand and accept that you will only provide the following services to the Child:
 - a. Savings Account and Multi-Currency Account services;
 - b. Debit Card / ATM Card services;
 - c. Citibank Global Wallet and Auto FX Top-up services;
 - d. CitiPhone Banking services;
 - e. Citibank Online services;
 - f. Citi Mobile® App services;(together, (the "**CNGA Services**").

For the avoidance of doubt, the Savings Account and Multi-Currency Account services do not include any overdraft function. The CNGA shall not be construed as a trust account or a joint account under the relevant provisions of the General T&Cs. Accordingly, the CNGA will only be opened in the name of the Child without including the name of the Parent, and the Parent will not be regarded as a trustee or beneficiary to the CNGA.

References to "the relevant provisions of the General T&Cs" herein means the provisions in the General T&Cs which relate to the CNGA Services and the applicable general terms and conditions. For the avoidance of doubt, after the Re-Confirmation, only CNGA Services will be available to the Child under the CNGA, and the Parental Protection Functions will continue to apply to all existing and new CNGA Services unless otherwise requested by the Child. Any other services under the General T&Cs which are outside the scope of CNGA Services may only be made available to the Child (without the Parental Protection Functions) on request under a separate agreement between the Child and you, subject to your sole and absolute discretion.

7. We understand and agree that the CNGA Services and the Child's use of the CNGA will be subject to the Parental Protection Functions set out below, until the earlier of the following:
 - a. the date on which the Child turns 21 years of age;
 - b. the date when the Child successfully completes the Re-Confirmation and requests that you permanently disapply the Parental Protection Functions to all existing and new CNGA Services provided to the Child. If such request is made, the Child acknowledges and agrees that you will notify the Parent of such request before disapplying the Parental Protection Functions to the CNGA. For the avoidance of doubt, following such request, Parental Protection Functions may not be switched back on by the Parent. Where the Child successfully completes the Re-Confirmation but does not request you to disapply Parental Protection Functions, Parental Protection Functions will be applied by default for any new CNGA Services that may be provided to the Child, and may only be disappplied by the Child on separate request. The Parent will hold you harmless with respect to any action taken by the Child in respect of the CNGA after the Parental Protection Functions are disappplied; or
 - c. when a Parental Protection Function is switched off by the Parent (for the avoidance of doubt, each Parental Protection Function can be switched off or back on by the Parent at the Parent's sole and absolute discretion).
8. The "**Parental Protection Functions**" include the following:
 - a. the Parent may view the balance and e-statements of the CNGA online;
 - b. the Parent may set and change the transaction limit for payments and transfers from the CNGA (including, without limitation, with respect to domestic transfers, overseas

transfers, bill payments, tax payments, small value transfers and cardless withdrawals);

- c. the Parent may lock/unlock the Child's ATM / Debit Card;
- d. the Parent may set and change the transaction limits relating to the Child's Debit Card / ATM Card (including, without limitation, setting the daily limit for merchant purchases, turning the contactless payment function on or off, setting the daily limit for online purchases and activating, setting up or deactivating the overseas withdrawal function); and
- e. any other functions as notified to us from time to time by you.

The Child agrees to be bound by and will hold you harmless in respect of any action taken by the Parent above. The Child further agrees that you are not bound to follow any instruction from the Child which is contrary to (or which would effectively reverse) any Parental Protection Function exercised by the Parent. You shall not be responsible for any activity in the CNGA or use of CNGA Services that occurs before you receive instructions relating to a Parental Protection Function.

- 9. The Parent agrees to sign a deed of indemnity ("**Deed of Indemnity**") with you to indemnify you of any liabilities or damages (amongst other things, and without limiting the list of matters set out in Clause 14 of the General T&Cs) which arise out of the opening and maintenance of the CNGA and/or the provision of CNGA Services. You may (in your sole and absolute discretion) suspend the CNGA Account and/or the provision of the CNGA Services (a) if the Parent's account(s) with the Bank is/are terminated for any reason, (b) if the Deed of Indemnity is revoked or is no longer valid for any reason, (c) in the event of the death of the Parent or (d) in any other circumstances as the Bank deems reasonably necessary (collectively, "Suspension Events"), unless and until another sponsoring parent or legal guardian is able and willing to enter into the Client Agreement as sponsor of the Child, provide a deed of indemnity to you and assume the rights and obligations previously assumed by the Parent ("**Replacement**"). You have the right to terminate the Client Agreement, close the CNGA Account and cease to provide the CNGA Services if the Replacement does not occur within 6 months of any of the Suspension Events.
- 10. The Parent represents and confirms that the Parent is an existing Citigold Private Client or Citigold customer at the point of signing of the Client Agreement. You have the right and the sole and absolute discretion to terminate the Client Agreement, suspend or close the CNGA Account, and suspend or cease to provide the CNGA Services if the Parent is no longer a Citigold Private Client or Citigold customer. For the avoidance of doubt, any Deed of Indemnity signed by the Parent will continue to be valid and effective unless otherwise revoked.

Signed by

Child's Name:

Parent's Name:

ID/Passport no.:

ID/Passport no.:

Date:

Date:

Citi NextGen 戶口之條款及細則

1. 我們向花旗銀行（香港）有限公司（下稱“花旗”或“貴行”）申請開設 Citi NextGen 戶口，並要求獲得 Citi NextGen 戶口服務（見下文定義），即表示我們確認，我們已經細閱此等 Citi NextGen 戶口之條款及細則（下稱“Citi NextGen 戶口條款”）以及《戶口及服務之條款》（下稱“通用條款”）當中的相關規定，並同意受其約束。（在本文中，“我們”一詞指 Citi NextGen 戶口所屬之兒童（下稱“兒童”）以及作為其擔保人之父母或法定監護人（下稱“家長”）。）Citi NextGen 戶口條款以及通用條款當中之相關規定（合稱“客戶協議”）應一併理解，並構成管轄我們與貴行之間關係的合約。凡於通用條款已有定義之用語，若在 Citi NextGen 戶口條款當中出現，且未有在 Citi NextGen 戶口條款當中另作定義的，均沿用通用條款裏之定義。若通用條款與 Citi NextGen 戶口條款之間意義出現分歧，相關事項應以 Citi NextGen 戶口條款為準。
 2. 鑒於貴行在兒童名下設立 Citi NextGen 戶口，並向兒童提供（下文界定之）Citi NextGen 戶口服務，因此，家長以兒童的擔保人之身份訂立客戶協議，並同意受客戶協議條款所約束。在適用之法律及規例允許的範圍內，家長同意，儘管 Citi NextGen 戶口乃開設於兒童名下，並且 Citi NextGen 戶口服務乃提供給兒童，但如有貴行無法對兒童強制執行客戶協議的條款之情況，則貴行有權對家長強制執行該等條款。
 3. 當兒童年滿 21 歲（並已完成以下所指的重新確認手續）之後，家長將不再是客戶協議之一方，屆時：
 - a. 客戶協議中只與家長有關的所有規定均即行停止適用；
 - b. 所有提及家長、或者關於家長的權利或義務之規定，均應改為以不再提及家長或者不再涉及家長的權利或義務之適當方式理解；及
 - c. 彌償保證契約（定義見下文）即應視為已被撤銷。
- 為免疑問，特此表明，以上情況並不影響家長在該日期之前已經產生的任何權利及 / 或義務。如兒童雖已年滿 21 歲，但尚未完成重新確認手續，則上文 (a) 至 (c) 項所稱之規定及文件均不受影響。為免疑問，特此表明，即使家長其後喪失對兒童之完全或部分監護權或管養權，家長仍將繼續是客戶協議的一方。
4. 我們聲明並確認，兒童在本文件簽署當日已至少年滿 11 歲，而且家長乃兒童的父母或法定監護人。我們特此以家長之身份，代表兒童同意貴行根據貴行的個人資料私隱政策，為開設和維持 Citi NextGen 戶口，而收集和使用兒童的個人資料。
 5. 當兒童年滿 18 歲時，兒童同意完成重新確認手續（下稱“重新確認”）。依據該手續，兒童將完全接受通用條款，並經過貴行指定的一切額外的瞭解客戶 / 防止洗錢程序。若兒童未在貴行指定之期限內完成重新確認手續，貴行有權暫停及 / 或結束 Citi NextGen 戶口，以及暫停及 / 或停止提供下文所指之 Citi NextGen 戶口服務。
 6. 在進行重新確認手續之前，我們理解並接受貴行只會向兒童提供以下服務：
 - a. 儲蓄戶口及多種貨幣戶口服務；
 - b. 扣賬卡 / 提款卡服務；
 - c. Citibank Global Wallet 及自動外幣增值服務；
 - d. 花旗電話理財服務；
 - e. 花旗網上理財服務；

此為相關文件的英文版之中譯本。若中、英文版本之間存在意義分歧，應以英文版本為準。

- f. Citi Mobile® 流動理財手機程式服務：
（統稱“Citi NextGen 戶口服務”）。

為免疑問，特此表明，儲蓄戶口及多種貨幣戶口服務並不包括任何透支功能。Citi NextGen 戶口不應被理解為通用條款相關規定之下的信託戶口或聯名戶口。因此，Citi NextGen 戶口將只設於兒童名下，而不包含家長之姓名，而且家長也不會被視為 Citi NextGen 戶口的受託人或受益人。

本文之中凡稱“通用條款相關規定”之處，均指通用條款當中關於 Citi NextGen 戶口服務之規定以及適用的一般條款和條件。為免疑問，特此表明，在完成重新確認手續之後，若兒童未有另行提出要求，Citi NextGen 戶口下，兒童只會獲提供 Citi NextGen 戶口服務，而且家長保護功能將繼續適用於一切現有的及新的 Citi NextGen 戶口服務。不屬於 Citi NextGen 戶口服務範圍的通用條款以下其他服務只會在兒童與貴行另行訂立協議提出要求時提供給兒童（不包含家長保護功能），但具體仍有待貴行全權酌情決定。

7. 我們明白並同意，Citi NextGen 戶口服務以及兒童對 Citi NextGen 戶口的使用權將受以下家長保護功能之限制，直至以下最早發生時間發生時為止：
- 兒童年滿 21 歲當日；
 - 兒童妥善完成重新確認手續，並且請求貴行永久取消兒童獲提供的全部現有的和新的 Citi NextGen 戶口服務原來適用的家長保護功能之日期。兒童承認並同意，如其確實提出此項請求，貴行將在取消 Citi NextGen 戶口的家長保護功能之前，先行將該等請求轉告家長。為免疑問，特此表明，一經兒童提出以上請求，家長即不能夠重新開啟家長保護功能。若兒童妥善完成重新確認手續，但未要求貴行取消家長保護功能，則或會向兒童提供的新 Citi NextGen 戶口服務將預設為設有家長保護功能，並且該等家長保護功能只能在兒童另行提出要求時取消。若在家長保護功能取消之後，兒童就 Citi NextGen 戶口作出各種舉措，家長將保證貴行免於受損；或
 - 當家長關閉家長保護功能時（為免疑問，特此表明，家長可自行決定關閉或重新開啓每一種家長保護功能）。
8. “家長保護功能”包括以下項目：
- 家長可於網上查看 Citi NextGen 戶口之結餘及電子結單；
 - 家長可預設和更改 Citi NextGen 戶口之轉賬及繳款交易限額（包括但不限於本地轉賬、外地轉賬、繳費、繳稅、小額轉賬、無卡提款等）；
 - 家長可以鎖上 / 解鎖兒童的提款卡 / 扣賬卡；
 - 家長可預設和更改兒童的扣賬卡 / 提款卡的各種交易限額（包括但不限於設立每日商戶簽賬限額、啟動或停用非接觸式付款功能、設立每日網上購物限額，以及啟動、設定或停用海外提款功能）；及
 - 貴行不時通知我們的其他功能。

兒童同意，對於家長作出的上述各種舉措，兒童一概受其約束，並且貴行不因該等舉措而受到損害。兒童亦同意，若有兒童發出的指示違背（或者會實質性地逆轉）家長行使的任何家長保護功能，則貴行無義務遵守兒童發出的該等指示。若在貴行收到有關家長保護功能的指示之前，Citi NextGen 戶口中已發生各種活動或 Citi NextGen 戶口服務已被使用，貴行對該等情況一概不必負責。

此為相關文件的英文版之中譯本。若中、英文版本之間存在意義分歧，應以英文版本為準。

9. 家長同意與貴行簽訂一份彌償保證契約（“**彌償保證契約**”），以保證如因開設及維持 Citi NextGen 戶口及 / 或因提供 Citi NextGen 戶口服務（包括但不限於通用條款第 14 條所列出的各項事宜）之故，而產生各種債務或損害，家長將給予貴行彌償，使貴行免於受損。若 1) 家長於貴行的戶口因任何原因被取消，或者 2) 彌償保證契約因任何原因被撤銷或失效，或者 3) 家長去世，或者 4) 貴行認為合理必要的任何其他情況（統稱“**暫停事件**”），貴行可以（自行全權決定）暫停 Citi NextGen 戶口及 / 或暫停提供 Citi NextGen 戶口服務，直至有另一位家長或法定監護人能夠並且願意以兒童之擔保人身份簽訂客戶協議、向貴行提供彌償保證契約、承擔家長先前承擔的各項權利和義務（“**替補**”）時為止。如在暫停事件之後 6 個月內仍未有以上替補，則貴行有權終止客戶協議、結束 Citi NextGen 戶口以及不再提供 Citi NextGen 戶口服務。

10. 家長聲明並確認，家長在簽署客戶協議時乃現有的 Citigold Private Client 或 Citigold 客戶。若家長不再是 Citigold Private Client 或 Citigold 客戶，則貴行可全權酌情終止客戶協議、暫停或結束 Citi NextGen 戶口、暫停或不再提供 Citi NextGen 戶口服務。為免疑問，特此表明，由家長簽署的任何彌償保證契約在另行撤銷之前將一直維持有效。

簽署：

兒童姓名：

家長姓名：

身份證 / 護照編號：

身份證 / 護照編號：

日期：

日期：