



Terms and Conditions for New Capital Investment Entrant Scheme

To: Citibank (Hong Kong) Limited, whose registered office address is Citi Tower, One Bay East, No.83 Hoi Bun Road, Kwun Tong, Hong Kong, is a bank licensed under the Banking Ordinance and registered under section 119(1) of the Securities and Futures Ordinance to conduct Type 1 (dealing in securities) and Type 4 (advising on securities) regulated activities with C.E. Number of AAY797

Citibank, N.A., Hong Kong Branch, a registered institution with C.E. Number of AAP937, whose principal place of business is 50th Floor, Champion Tower, 3 Garden Road, Central, Hong Kong.

I hereby irrevocably declare the following account(s) to be the Designated Account (as defined below) under the New CIES operated by InvestHK and Immigration Department. The account number of each account under the Designated Account will be provided by you to me.

Designated Account	
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Investment	* Bonds Brokerage Service Account	* Mutual Fund Account
	* Securities (HK Market) Account	* Currency Manager Account
	* HKD Statement Savings Account	* RMB Statement Savings Account

1. DEFINITIONS AND INTERPRETATIONS

- 1.1 "I" refers to your client ("**Client**"), being holder of the Designated Account, maintained with you. "**You**" refers to any or all of Citibank, N.A., Hong Kong Branch and Citibank (Hong Kong) Limited, and its successors and assigns.
- 1.2 Unless otherwise defined, capitalised terms used in these Terms shall have the same meanings as defined in the Scheme Rules.
- 1.3 "**Annex A**" means Schedule 1 to these Terms, which is extracted from Annex A of the Scheme Rules, having the same force and effect as if expressly set out in the body of these Terms.
- 1.4 "**Applicant/Entrant**" referred to in Annex A means the Client.
- 1.5 "**Approval-in-Principle**" means a preliminary and provisional grant of approval in writing given by Dol to the Applicant to enter Hong Kong and/or remain in Hong Kong pursuant to the New CIES.
- 1.6 "**Designated Account**" referred to in Annex A means the account(s) 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. The Designated Account shall only hold in own name of the Client.
- 1.7 "**DGIP**" means the Director-General of Investment Promotion of InvestHK.
- 1.8 "**Dol**" means the Director of Immigration of the Immigration Department.
- 1.9 "**Entry Application**" means an entry application submitted to Dol for a visa/entry permit to enter Hong Kong and/or remain in Hong Kong for residence under the New Capital Investment Entrant Scheme.
- 1.10 "**Financial Intermediary**" referred to in Annex A means the Appointed FI.
- 1.11 "**Formal Approval**" means a confirmed grant of approval in writing given by the Dol to the Applicant to enter Hong Kong and/or remain in Hong Kong pursuant to the New CIES.
- 1.12 "**Hong Kong**" means the Hong Kong Special Administrative Region of the People's Republic of China.
- 1.13 "**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.
- 1.14 "**InvestHK**" means Invest Hong Kong of the Government of Hong Kong, which is responsible for attracting and facilitating direct investment into Hong Kong.
- 1.15 "**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.
- 1.16 "**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.

- 1.17 **"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).
- 1.18 **"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.
- 1.19 **"Working Day(s)"** 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).

2. REPRESENTATIONS AND WARRANTIES

2.1 Both you and I hereby warrant, represent and undertake the following:

- (1) The Designated Account opened with you and operated in accordance with my instruction, shall only hold in my name:
 - (a) Permissible financial assets (as defined and referred to in the Scheme Rules);
 - (b) cash of HK\$3 million for placing into the CIES Investment Portfolio ("CIES IP");
 - (c) cash proceeds of sale or other realisation of Permissible financial assets;
 - (d) cash I transferred to the Designated Account for investment in Permissible financial assets; and
 - (e) cash representing cash dividends or interest accruing in the Designated Account.
- (2) All cash I transferred to the Designated Account 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;
- (3) As soon as I obtained the Approval-in-Principle (if applicable) and/or Formal Approval and/or other relevant documents from DoI in relation to my Entry Application under the New CIES, I shall notify you with all relevant approvals in writing and documents accordingly;
- (4) I understand and agree that you are required to comply with the reporting requirements provided in the Scheme Rules and in these Terms. In addition, I shall understand and agree that you are 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 my continuous compliance with the Scheme Rules. I shall provide the relevant information, documents or evidence to you for compliance of the abovementioned rules and regulations;
- (5) I acknowledge and agree that if I fail to timely provide you with any relevant information, documents or evidence required by you to fulfill your reporting obligations under the New CIES, this may affect my application to DGIP and/or DoI under the New CIES; and
- (6) You and I shall acknowledge that these 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).

3. ADDITIONAL TERMS

In addition to the undertakings set out in Clause 2.1 above, I acknowledge and agree to these terms set out in Schedule 2 of these Terms.

4. THE NOTIFICATION DUTY OF YOU TO DGIP

4.1 You shall notify DGIP in writing within seven Working Days of acquiring actual knowledge of any of the followings:

- (1) any of my instruction to appoint you as a new Financial Intermediary;
- (2) I have withdrawn any assets from the Designated Account (other than cash dividends or interest accruing in the Designated Account) or received any new injection of assets into the Designated Account;
- (3) any of my instruction to withdraw any assets from the Designated Account (other than cash dividends or interest accruing in the Designated Account) or to receive any new injection of assets into the Designated Account;
- (4) I have 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):
 - (a) no more than 14 calendar days may elapse between the date of these terms for the sale of the asset being sold and the date of these terms for the purchase of the reinvestment asset;
 - (b) in calculating the period mentioned in (a) above:
 - (i) "date of the terms" means the date on which the written agreement comes into legal effect;
 - (ii) the first date referred to shall be excluded and the last date referred to shall be included;
 - (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;

- (5) any of my instruction 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;
 - (6) (except for any lien to secure payment or your proper fees and expenses,) I have 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);
 - (7) I have 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);
 - (8) any of my instruction to close the Designated Account; and
 - (9) any of my instruction for you to cease the appointment as my Financial Intermediary.
- 4.2 Within 14 Working Days after the first anniversary of the grant of Formal Approval to me to join the New CIES, and within 14 Working Days after each subsequent anniversary if you still operate the Designated Account at such anniversary, you shall:
- (1) notify DGIP in writing of the composition of the Designated 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 Designated Account at that date; and
 - (2) confirm in writing to DGIP that to the best of your knowledge, you have complied fully with the reporting obligations set out above in respect of the period since the appointment as my Financial Intermediary until the relevant anniversary, or notify DGIP in writing of all matters which should have been reported in respect of that period.
- 4.3 You shall promptly answer all queries addressed to you by DGIP concerning the Designated Account and supply such documents (whether copies or originals) concerning the Designated Account as DGIP requests. I irrevocably authorise you to answer all such questions and provide such documents.
- 4.4 You shall supply to DGIP within seven Working Days from the day it is made a copy of these Terms between you and I and every amendment or variation to these Terms (subject to the provisions of paragraph 4.5 below).
- 4.5 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 these Terms between the you and I in the event of any conflict or inconsistency between them.
- 4.6 All reports and written notifications to DGIP referred to in the above provisions in these Terms 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.
- 4.7 The English version of these Terms shall prevail in the event of any inconsistency between the English and Chinese versions.

5. GENERAL AGREEMENT PROVISIONS

- 5.1 Subject to any lien which you may have for unpaid fees or expenses in the ordinary course of the business under the New CIES in relation to Permissible financial assets, I 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 me or on my behalf on the Designated Account by providing documentary evidence.

6. OTHERS

- 6.1 If any provision of these Terms is held to be invalid, illegal, void or unenforceable by any court or regulatory agency or body exercising actual competent jurisdiction, such provision shall be deemed severed from these Terms and all other provisions of these Terms shall not be affected thereby and shall continue to remain in full force and effect.
- 6.2 These Terms shall be governed by the law of Hong Kong. The parties agree to submit to the exclusive jurisdiction of the courts of Hong Kong. IN WITNESS whereof these Terms is duly executed on the date first above written.

Name of Applicant: _____

Name of Staff: _____

Signed by: _____

Signed by: _____

Passport No./HKID No.*: _____

Date: _____

New CIES Application Reference Number: _____

Date: _____

Name of Witness*: _____

Signed by*: _____

* Please delete as appropriate

For Bank Use Only	
Bonds Brokerage Service Account No.	Mutual Fund Account No.
Securities (HK Market) Account No.	Currency Manager Account No.
HKD Statement Savings Account No.	RMB Statement Savings Account No.

Annex A

**Contract(s) between Applicant/Entrant and Financial Intermediary(ies)
in respect of the New Capital Investment Entrant Scheme**

The contract(s) between the Applicant/Entrant and the Financial Intermediary(ies) must contain the following specific provisions which (1) shall be of the essence of the contract(s) and prevail in the events of any conflict or inconsistency between these essential provisions and the other terms of the contract, and (2) shall bear the same meaning as in the New Capital Investment Entrant Scheme (“Scheme”):

1. The designated account of the Applicant/Entrant, opened with the Financial Intermediary and operated in accordance with the instruction of the Applicant/Entrant, shall only hold in his own name:
 - (1) Permissible financial assets (as defined and referred to in the Scheme Rules published by the Director-General of Investment Promotion of InvestHK (“DGIP”) and the Director of Immigration (“DoI”) for the purpose of the Scheme);
 - (2) cash of HK\$3 million for placing into the CIES Investment Portfolio (“CIES IP”);
 - (3) cash proceeds of sale or other realisation of Permissible financial assets;
 - (4) cash transferred to the designated account by the Applicant/Entrant for investment in Permissible financial assets; and
 - (5) cash representing cash dividends or interest accruing in the designated account.

2. All cash transferred to the designated account by the Applicant/Entrant 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 non-residential real estate in accordance with the Scheme Rules.
3. The Financial Intermediary shall notify DGIP in writing ^{Note 1} within seven working days of acquiring actual knowledge of any of the following:
 - (1) any instruction by the Applicant/Entrant to appoint it as a new Financial Intermediary;
 - (2) the Applicant/Entrant has withdrawn any assets from the designated account (other than cash dividends or interest accruing in the designated account) or received any new injection of assets into the account;
 - (3) any instruction from the Applicant/Entrant to withdraw any assets from the designated account (other than cash dividends or interest accruing in the designated account) or received any new injection of assets into the account;
 - (4) the Applicant/Entrant 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):
 - (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;
 - (b) in calculating the period mentioned in (a) above:

^{Note 1} The notification could be addressed to the New Capital Investment Entrant Scheme Office (Address: 15/F, Revenue Tower, 5 Gloucester Road, Wan Chai, Hong Kong, Email : newcies@investhk.gov.hk).

- (i) “**date of the contract**” means the date on which the written agreement comes into legal effect;
 - (ii) the first date referred to shall be excluded and the last date referred to shall be included;
 - (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;

- (5) any instruction from the Applicant/Entrant 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;

- (6) (except for any lien to secure payment or the Financial Intermediary’s proper fees and expenses,) the Applicant/Entrant 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);

- (7) the Applicant/Entrant has ceased to be the sole beneficial owner of all assets in the designated account (other than cash dividends or interest accruing in the designated account);

- (8) any instruction by the Applicant/Entrant to close the designated account; and

- (9) any instruction by the Applicant/Entrant for the existing Financial Intermediary to cease the appointment as his Financial Intermediary.

- 4. Within 14 working days after the first anniversary of the grant of Formal Approval to the Applicant/Entrant to join the Scheme, and within 14 working days after each

subsequent anniversary if the Financial Intermediary still operates the designated account at such anniversary, the Financial Intermediary shall:

- (1) notify DGIP in writing of the composition of the designated 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 designated account at that date; and
 - (2) confirm in writing to DGIP that to the best of the Financial Intermediary's knowledge the Financial Intermediary has complied fully with the reporting obligations set out above in respect of the period since the appointment as the Applicant's/Entrant'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.
5. The Financial Intermediary 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 Applicant/Entrant irrevocably authorises the Financial Intermediary to answer all such questions and provide such documents.
 6. The expression "working day" in the above provisions means a day other than a Sunday, a public holiday or a gale warning day or a black rainstorm warning day (both as defined in paragraph 71(2) of the Interpretation and General Clauses Ordinance (Cap. 1 of the Laws of Hong Kong)).
 7. The Financial Intermediary shall apply to DGIP ^{Note 2} within seven working days from the day it is made a copy of the contract between the Applicant/Entrant and the Financial Intermediary and within seven working days a copy of every amendment or variation to such contract (but subject to the provisions of paragraph 9 below).

8. These provisions set out at paragraphs **1** to **9** shall prevail over any other provisions in the contract between the Applicant/Entrant and the Financial Intermediary in the event of any conflict or inconsistency between them.

9. The above provisions shall not be altered without the written consent of DGIP.

^{Note 2} The document could be addressed to the New Capital Investment Entrant Scheme Office (Address: 15/F, Revenue Tower, 5 Gloucester Road, Wan Chai, Hong Kong, Email : newcies@investhk.gov.hk).

Schedule 2

In addition to the undertakings set out in paragraph 2 of these Terms, I further acknowledge and agree to the following:

- A. I shall operate and maintain the Designated Account in accordance with the Scheme Rules and I assume all responsibility and liability regarding the operation and maintenance of the Designated Account.
- B. You are not responsible for or under any duty to monitor my Designated Account to ensure compliance with the Scheme. Nothing contained herein should be construed as you assuming such duty.
- C. No margin trading facilities shall be provided by you to me in relation to my investment in the Permissible financial assets in the Designated Account.
- D. The Designated Account and the transactions therein shall be subject to your respective "Terms and Conditions for Accounts and Services" and "Terms and Conditions for Citibank Securities Services" (all such terms, "Product Terms") and such other applicable terms and conditions under which each relevant transaction is conducted.
- E. In case of inconsistency between the "Terms and Conditions for Accounts and Services" and the "Terms and Conditions for Citibank Securities Services", the "Terms and Conditions for Citibank Securities Services" shall prevail. In case of inconsistency between these Terms and the Product Terms, these Terms shall prevail.
- F. Subject to any written consent from the DGIP as may be required under the Scheme Rules, you may from time to time amend these Terms by sending me a written notice detailing the relevant amendments.
- G. Subject to any prohibitions otherwise imposed by the Scheme, you shall have the right exercisable at your sole discretion at any time to close the Designated Account without giving any reason therefor.
- H. You and your officers, directors, employees and agents will have no liability whatsoever in respect of the operation of the Designated Account and/or in connection with the Scheme.
- I. I shall indemnify and hold you harmless against, and to reimburse you in respect of, any costs and expenses of reasonable amount and reasonably incurred, and any losses arising:
 - (a) in connection with the Designated Account;
 - (b) from the provision of the services as set out in these Terms or the transactions contemplated herein; and/or
 - (c) as a result of the breach of the Scheme Rules by me.
- J. I shall reimburse you on all fees and expenses which you may incur in connection with the Designated Account and providing the services as set out in these Terms.
- K. I shall not assign or transfer any of my rights or obligations under these Terms without your prior written consent. You shall at your sole discretion assign or transfer any or all of my rights or obligations under these Terms to any successor in or outside Hong Kong as may be appointed by you.
- L. I shall operate and manage the Designated Account on a self-directed basis. None of your employees or representative will accept appointment by me as agent to operate or manage the Designated Account on a discretionary basis unless a separate agreement for discretionary account services is entered into with you for such purpose. I acknowledge and understand that you shall only provide the reporting services as set out in these Terms.
- M. When I make a request to you to transfer any asset(s) from other institutions to my Designated Account, I shall provide sufficient proof(s) to you to demonstrate the eligibility of such asset(s) to fall under the definition of Permissible financial assets under the Scheme Rules. You shall at your sole discretion decide whether to accept or reject such a request from me without giving any reason therefor.
- N. A Permissible financial asset may become non-permissible for whatever reason. In particular, for unit trusts or mutual funds which are eligible collective investment schemes under the New CIES, they may cease to have such status and become non-permissible at any time. In this regard, I further understand and acknowledge that:
 - (a) information in relation to such status of any investment product, as provided by you before and at the point of transaction, is compiled by you on a best-effort basis;
 - (b) you cannot and do not guarantee the accuracy, timeliness and/or completeness of such information which is originated and provided by external parties whose acts or omissions are outside of your control; and
 - (c) in the absence of fraud, negligence or willful default on your part, you accept no liability (whether in tort or contract or otherwise) for any loss or damage arising from any inaccuracies, incompleteness, delays, or omissions or any actions taken in reliance on such information.

新資本投資者入境計劃的條款及細則

致：花旗銀行（香港）有限公司，註冊地址為香港九龍觀塘海濱道 83 號 花旗大樓。花旗銀行（香港）有限公司為一間獲得《銀行業條例》認可的有限持牌銀行，並根據《證券及期貨條例》第 119 (1) 條註冊從事第一類（證券交易）及第四類（就證券提供意見）受規管活動，中央編號為 AAY797

花旗銀行，香港分行為一間註冊機構，中央編號為 AAP937，主要營業地址位於香港中環花園道 3 號冠君大廈 50 樓。

本人謹此宣佈以下帳戶為投資推廣署及入境事務處推行的新資本投資者入境計劃規則下的指定帳戶（如下定義）。貴行將提供指定帳戶的每個帳戶之號碼予本人。

指定帳戶

投資	*債券買賣服務戶口	* 基金戶口
	* 證券（港股）戶口	* 貨幣理財組合戶口
	* 港幣儲蓄戶口	* 人民幣儲蓄戶口

1. 定義及釋義

- 1.1 「本人」指貴行的客戶，且為指定帳戶的持有人。「貴行」指任何或所有花旗銀行香港分行及花旗銀行（香港）有限公司及其繼承人和受讓人。
- 1.2 除非另有定義，本條款所用詞彙與《計劃規則》內所界定者具有相同涵義。
- 1.3 「附件 A」指本條款的附件 1，摘錄自《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條款的正文中。
- 1.4 「申請人/投資者」於附件 A 中是指客戶。
- 1.5 「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。
- 1.6 「指定帳戶」於附件 A 中是指於受委聘的金融中介機構開立的帳戶，並根據客戶指示買入及/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持有。
- 1.7 「投資推廣署署長」指投資推廣署的投資推廣署署長。
- 1.8 「入境事務處處長」指入境事務處的入境事務處處長。
- 1.9 「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。
- 1.10 「金融中介機構」於附件 A 中指受委聘之中介。
- 1.11 「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。
- 1.12 「香港」指中華人民共和國香港特別行政區。
- 1.13 「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。
- 1.14 「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。

- 1.15 「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。
- 1.16 「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。
- 1.17 「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。
- 1.18 「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。
- 1.19 「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. 聲明及保證

2.1 本人及貴行均保證、聲明及承諾以下各項：

- (1) 本人在貴行開立並按本人指示運作的指定帳戶中，只可以以本人本人名義持有：
 - (a) 獲許金融資產(指《計劃規則》中所作的定義和描述)；
 - (b) 300 萬港元現金，以供投入「資本投資者入境計劃投資組合」；
 - (c) 出售或以其他方式變賣獲許金融資產所得的現金收益；
 - (d) 本人轉往指定帳戶的現金，用以投資於獲許金融資產；及
 - (e) 指定帳戶內的累積現金股息或利息。
- (2) 本人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) 當本人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，本人須通知貴行並提供所有相關書面確認及文件；
- (4) 本人明白及同意貴行須遵守《計劃規則》及本條款所述的申報要求。此外，本人明白及同意貴行須對本人作盡職審查，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本人持續符合《計劃規則》的情況。本人須就上述的《計劃規則》及本條款向貴行提供相關資料、文件或證據；
- (5) 本人確認及同意如本人未能及時提供相關資料、文件或證據予貴行，貴行將因此而無法遵守《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，而本人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) 本人和貴行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. 附加條款

除上述第 2.1 條中規定的承諾外，本人亦同意及確認本條款附件 2 中規定的條款。

4. 貴行向投資推廣署署長的通報責任

4.1 貴行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) 本人發出指示，委聘其為新的金融中介機構；
- (2) 本人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）或向指定帳戶注入新資產；
- (3) 本人發出指示，要從指定帳戶提取任何資產（指定帳戶內的累積現金股息或利息除外）或向指定帳戶注入新資產；
- (4) 本人沒有在下述期限（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) 出售原有資產的條款日期與購入再投資項目資產的條款日期不得相隔超過 14 個公曆日；以及
 - (b) 計算上文(a)項所述期限時：
 - (i) 「條款日期」指書面協議產生法律效力的日期；
 - (ii) 不包括所指的首天，但包括所指的最後一天；以及
 - (iii) 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；
- (5) 本人發出指示，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；
- (6) 本人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貴行的正當收費和開支除外）；
- (7) 本人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；
- (8) 本人發出取消指定帳戶的指示；以及
- (9) 本人發出指示，終止委聘貴行為其金融中介機構。

4.2 本人獲得「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，貴行如在該周年日仍然管理指定帳戶，則須：

- (1) 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，以及指定帳戶內持有的獲許金融資產在該日的購入價（不包括所有交易費、佣金和印花稅）；以及
- (2) 以書面向投資推廣署署長確認貴行已就其所知，自獲委聘為本人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。

- 4.3 貴行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）。本人須授權貴行回覆該等查詢和提交該等文件，而此項授權是不可撤銷的。
- 4.4 就本人與貴行訂立條款一事，貴行必須在訂立條款後七個工作天內向投資推廣署署長提交條款副本。每當條款有任何修訂或更改（在符合下文第 4.5 段的規定條件下），貴行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。
- 4.5 根據《計劃規則》附件 A 的第 8 段，《計劃規則》附件 A 所載的條文如與本人與貴行所訂立的條款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。
- 4.6 於本條款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。
- 4.7 如本條款的英文本和中文譯本有不一致之處，應以英文本為準。

5. 協議的一般條款

- 5.1 除了貴行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，本人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。

6. 其他

- 6.1 如任何法院、監管機構或行使實際司法管轄權的實體判定本文條款中任何條文為無效、非法、作廢或不可強制執行，此等條文須視為與本文條款無關，而本文條款的所有其他條文不應受到影響，並仍具有十足效力及作用。
- 6.2 本條款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。本條款於首頁書明的日期簽訂，以茲證明。

申請人姓名： _____

職員姓名： _____

簽署： _____

簽署： _____

護照 / 身份證號碼*： _____

日期： _____

新資本投資者入境計劃申請編號： _____

日期： _____

見證人姓名*： _____

簽署*： _____

* 如不適用，請刪去

僅供銀行使用	
Bonds Brokerage Service Account No.	Mutual Fund Account No.
Securities (HK Market) Account No.	Currency Manager Account No.
HKD Statement Savings Account No.	RMB Statement Savings Account No.

附件 A

申請人 / 投資者與金融中介機構

就新資本投資者入境計劃（“計劃”）訂立的合約

申請人 / 投資者與金融中介機構訂立的合約，必須包括下文所載的特定條文。該等特定條文是該份合約的主要部分，如與該份合約的其他條款有互相抵觸或不一致之處，一概以該等特定條文為準。該等特定條文的涵義與新資本投資者入境計劃（“計劃”）內的涵義相同。

1. 申請人 / 投資者在金融中介機構開立並按其指示運作的指定帳戶中，只可以其本人名義持有：
 - (1) 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本計劃而公布的《計劃規則》中所作的定義和提述）；
 - (2) 300 萬港元現金，以供投入“資本投資者入境計劃投資組合”；
 - (3) 出售或以其他方式變賣獲許金融資產所得的現金收益；
 - (4) 申請人 / 投資者轉往指定帳戶的現金，用以投資於獲許金融資產；以及
 - (5) 指定帳戶內的累積現金股息或利息。
2. 申請人 / 投資者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. 金融中介機構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^{註 1}：
 - (1) 申請人 / 投資者發出指示，委聘其為新的金融中介機構；
 - (2) 申請人 / 投資者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）或向指定帳戶注入新資產；

- (3) 申請人 / 投資者發出指示，要從指定帳戶提取任何資產（指定帳戶內的累積現金股息或利息除外）或向指定帳戶注入新資產；
- (4) 申請人 / 投資者沒有在下述期限（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) 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；
 - (b) 計算上文(a)項所述期限時：
 - (i) “立約日期”指書面協議產生法律效力的日期；
 - (ii) 不包括所指的首天，但包括所指的最後一天；
 - (iii) 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；
- (5) 申請人 / 投資者發出指示，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；
- (6) 申請人 / 投資者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金融中介機構的正當收費和開支除外）；
- (7) 申請人 / 投資者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；

註 1：該通知可註明送交“新資本投資者入境計劃辦公室”（地址：香港灣仔告士打道 5 號稅務大樓 15 樓、電郵：newcies@investhk.gov.hk）。

- (8) 申請人 / 投資者發出取消指定帳戶的指示；以及
 - (9) 申請人 / 投資者發出指示，終止委聘現有金融中介機構為其金融中介機構。
4. 在申請人 / 投資者獲得“正式批准”參與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，受其委聘的金融中介機構如在該周年日仍然管理指定帳戶，則須：
 - (1) 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，以及指定帳戶內持有的獲許金融資產在該日的購入價（不包括所有交易費、佣金和印花稅）；以及
 - (2) 以書面向署長確認該機構已就其所知，自獲委聘為申請人 / 投資者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署長。
 5. 金融中介機構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，並須按署長的要求提供與指定帳戶有關的文件（不論副本或正本）。申請人 / 投資者須授權金融中介機構回覆該等查詢和提交該等文件，而此項授權是不可撤銷的。
 6. 在上述條文中，“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。
 7. 就申請人 / 投資者與金融中介機構訂立合約一事，金融中介機構必須在訂立合約後七個工作天內向投資推廣署署長^{註 2}提交合約副本。每當合約有任何修訂或更改（必須符合下文第 9 段的規定），金融中介機構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。
 8. 本文第 1 至 9 段所載的條文如與申請人 / 投資者與金融中介機構所訂立的合約條文有任何抵觸或不一致之處，一概以本文第 1 至 9 段的條文為準。

9. 未經投資推廣署署長的書面同意，上述條文不得更改。

註 2：該文件可註明送交“新資本投資者入境計劃辦公室”（地址：香港灣仔告士打道 5 號稅務大樓 15 樓，電郵：newcies@investhk.gov.hk）

附件 2

除本條款第 2 條所述的承諾外，本人亦同意及確認以下事項：

- A. 本人將按《計劃規則》管理及維繫指定帳戶，同時承擔一切與管理及維繫指定帳戶及/或按揭帳戶(如適用)有關的責任及義務。
- B. 貴行無責任或義務監察本人的指定帳戶是否符合計劃要求。本文所載內容一概不應解釋為貴行負有此等責任。
- C. 當本人在指定帳戶投資獲許金融資產時，貴行將不會為本人提供孖展融資服務。
- D. 指定帳戶及其中交易均須依照貴行的「戶口及服務之條款」及「Citibank 證券服務條款」(所有該等條款稱為「產品條款」)以及從事相關交易所適用的其他條款及細則辦理。
- E. 若「戶口及服務之條款」與「Citibank 證券服務條款」有互相抵觸或不一致之處，一概以「Citibank 證券服務條款」為準。若本文條款與產品條款有互相抵觸或不一致之處，一概以本文條款為準。
- F. 在獲得根據《計劃規則》可能需要的投資推廣署署長書面同意後，貴行可不時修訂本文條款，並向本人提供一份書面通知，詳細說明有關修訂。
- G. 依據計劃另行設定的任何限制，貴行有權自行決定隨時取消指定帳戶，而毋須申明理由。
- H. 貴行與貴行的職員、董事、僱員及代理一概無須就指定帳戶的管理及 / 或就計劃承擔任何責任。
- I. 本人應保障貴行的利益，對於因下列情況而合理引致之任何適當數額的成本與費用以及任何損失，本人願對貴行作出補償：
 - (a) 與指定帳戶相關；
 - (b) 提供本文條款所述的服務或從事本文所計劃的交易；及 / 或；
 - (c) 由於本人違反《計劃規則》的規定；
- J. 本人將補償貴行就指定帳戶及提供本文條款所述服務所引致的一切費用及開支。
- K. 如未獲貴行事先書面同意，本人不得轉授或轉讓本文條款所賦予的權利及義務。貴行可自行決定是否將本文條款賦予本人的任何或所有權利及義務轉授或轉讓予香港境內或境外的任何指定繼承人。
- L. 本人將自行運作及管理指定帳戶，而不會任意指派貴行的僱員或代表為本人代理全權運作或管理指定帳戶，除非本人就此項目與貴行另行訂立全權處理帳戶之合約。本人確認及明白貴行僅需提供本文條款所述的申報服務。
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