

DBS Private Bank Master Agreement  
Addendum – New Capital Investment Entrant Scheme  
星展私人銀行主協議附錄 - 新資本投資者入境計劃

The terms and conditions of this Addendum shall apply to and be binding on the holder (the “Customer” ) of any account described in this Addendum held with the Bank. They shall apply together with the terms and conditions and other requirements of the Bank applicable for any additional products and service channels that the Customer from time to time uses (e.g. Internet banking). Upon new services being introduced in the future, applicable terms and conditions will be introduced by the Bank and will be provided to Customers wishing to use such services.

本附錄的條款及細則適用於及約束在本銀行持有本附錄所述任何戶口的客戶。假如客戶選用有關銀行的其他產品及服務(例如網上理財)·該等其他產品及服務途徑的條款及細則及其他規定·均與本條款同時適用。當有新服務推出時·本行會向希望使用該等服務的客戶提出適用的條款及細則。

#### Definitions and interpretation

#### 定義及釋義

Words and expressions defined in the DBS Private Bank Master Agreement shall have the same meaning when used in this Addendum, unless otherwise specified herein. In addition, the following words and expressions shall have the corresponding meanings wherever appropriate:

除非本補充條款及細則另有指明·否則在星展私人銀行主協議內界定的詞語在本補充條款及細則內使用時應作相同的解釋。此外·以下詞語在適用時應作如下相應的解釋：

“Account” means the account in the name of the Customer with the Bank from time to time designated as the account for the purpose of the Scheme.

「戶口」指為參加計劃而以客戶的名義不時在本行開立的指定戶口。

“Scheme” means the New Capital Investment Entrant Scheme operated by the Government of Hong Kong (as may be varied from time to time).

「計劃」指香港特別行政區政府運作的新資本投資者入境計劃(以其不時修訂者為準)。

“Scheme Rules” means the Rules for the New Capital Investment Entrant Scheme published by the Director-General of Investment Promotion of InvestHK ( “DGIP” ) and the Director of Immigration ( “Dol” ) for the purpose of the Scheme (as amended or supplemented from time to time), together with any other rules, regulations, guidelines or ancillary requirements applicable to the Scheme from time to time in force.

「計劃規則」指投資推廣署署長和入境事務處處長就計劃發佈的《新資本投資者入境計劃的規則》(以其不時修訂或補充者為準)·及任何其他不時有效適用於計劃的規則、規例、指引或附帶要求。

“Permissible financial assets” has the meaning given to it from time to time in the Scheme Rules.

「指定金融資產」具有計劃規則內不時給予的意思。

To the extent any provision of the DBS Private Bank Master Agreement or this Addendum is not consistent with or is contrary to any provision of the Scheme Rules, the provision(s) of the Scheme Rules shall prevail. Such provision(s) of the DBS Private Bank Master Agreement or this Addendum shall apply only to the extent it is consistent and compatible with the Scheme Rules and the Bank may treat the relevant provision as modified to such extent necessary to achieve such consistency and compatibility.

若星展私人銀行主協議或本補充條款及細則的任何條文與計劃規則的任何條文不相符或有所抵觸，概以計劃規則的條文為準。星展私人銀行主協議或補充條款及細則的該等條文僅在與計劃規則相符或一致的範圍適用，而本行有權將該等條文視為已作出必要的修正，以達到與計劃規則相符或一致。

## SCHEME REQUIREMENTS 計劃的規定

### 1. Restricted assets 受限制資產

The Account, operated in accordance with the instruction of the Customer, shall only hold in the Customer's own name: 本行代客戶管理的戶口中只可以客戶自己名義持有；

- (i) Permissible financial assets (as defined and referred to in the Scheme Rules published by DGIP and DoI 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劃而公布的《計劃規則》中所作的定義和提述)；
- (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所得的現金收益。
- (iv) cash transferred to the Account by the Customer for investment in Permissible financial assets; and 客戶轉往戶口的現金，用以投資於獲許金融資產；以及
- (v) cash representing dividends or interest accruing in the Account 戶口內的累積現金股息或利息。

### 2. Reinvestment obligation 再投資責任

All cash transferred to the Account by the Customer and all proceeds of sale or other realization 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. 客戶轉往戶口的現金，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/或非住宅房地產。

### 3. Bank's notification duty 銀行的通知和責任

The Bank shall notify DGIP in writing within 7 Working Days of acquiring actual knowledge of any of the following: 銀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：

- (i) any instruction by the Customer to appoint the Bank as a new Financial Intermediary; 客戶發出委聘銀行作為其新資本投資者入境計劃金融中介機構的指示。
- (ii) the Customer has withdrawn any assets from the Account (other than cash dividends or interest accruing in the Account) or received any new injection of assets into the Account; 客戶已從戶口提取任何資產(戶口內的累積現金股息或利息除外)或向戶口注入新資產；



- (iii) any instruction from the Customer to withdraw any assets from the Account (other than cash dividends or interest accruing in the Account) or received any new injection of assets into the Account; 客戶發出指示，要從戶口提取任何資產(戶口內累積的現金股息或利息除外) 或向戶口注入新資產；
- (iv) the Customer 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 (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：
    - (b1) "date of the contract" means the date on which the written agreement comes into the legal effect; 「立約日期」指書面協議產生法律效力的日期；
    - (b2) 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
    - (b3) 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，該日將順延至隨後的一個工作天，該期限亦會相應延長；
- (v) any instruction from the Customer to transfer the Account or any assets in the Account (other than cash dividends or interest accruing in the Account) to any other financial intermediary or other person; 客戶發出任何指示，把戶口或該戶口內的任何資產(戶口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；
- (vi) (except for any lien to secure payment or the Bank's proper fees and expenses,) the Customer has charged, assigned or created any interest in favour of a third party in any assets in the Account (other than cash dividends or interest accruing therefrom, if any, provided that these are still held in the Account); 客戶已就戶口內的任何資產(包括仍存於該戶口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)；
- (vii) the Customer has ceased to be the sole beneficial owner of all assets in the Account (other than cash dividends or interests accruing in the Account); and 客戶不再是戶口內所有資產(戶口內的累積現金股息或利息除外)的唯一實益擁有人；
- (viii) any instruction by the Customer to close the Account; and 客戶發出取消戶口的指示；以及
- (ix) any instruction by the Customer to cease the appointment of the Bank as the Customer's Financial Intermediary. 客戶發出指示，終止委聘銀行作為其新資本投資者入境計劃的金融中介機構。

#### 4. Annual reporting by Bank 銀行的年度申報

Within 14 Working Days after the first anniversary of the grant of Formal Approval (as defined under the Scheme Rules) to the Customer to join the Scheme, and within 14 Working Days after each subsequent anniversary, if the Bank still operates the Account at such anniversary, the Bank shall: 在客戶獲得“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，如銀行在該周年日仍然管理戶口，則銀行必須：

- (i) notify DGIP in writing of the composition of the 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

Account at that date; 以書面通知投資推廣署署長戶口在該周年日的投資組合成分，以及戶口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

- (ii) confirm in writing to the DGIP that to the best of the Bank's knowledge the Bank has complied fully with the reporting obligations set out in Clause 3 above in respect of the period since the appointment as the Customer's Financial Intermediary until the relevant anniversary, or notify the DGIP in writing of all matters which should have been reported in respect of that period. 以書面向署長證實銀行已就其所知，自獲委聘為客戶的金融中介機構起至相關周年日的期間，已充份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. Response to queries 回答查詢

The Bank shall promptly answer all queries addressed to it by DGIP concerning the Account and supply such documents (whether copies or originals) concerning the Account as DGIP requests. The Customer irrevocably authorizes the Bank to answer all such questions and provide such documents. 銀行須盡快回覆投資推廣署署長向其提出的關於戶口的所有查詢，並須按署長的要求提供與戶口有關的文件(不論副本或正本)。客戶須授權銀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。

6. Definition of "working day" 「工作天」的定義

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). 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. Provision of copy contract 提供合約副本

The Bank shall supply to DGIP within 7 Working Days from the day it is made a copy of the contract between the Customer and the Bank and every amendment or variation to such contract (but subject to the provisions of Paragraph 9 below). 就客戶與銀行訂立合約一事，銀行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的副本。每當合約有任何修訂或更改(必須符合下文第9段的規定)，銀行亦須於七個工作天內向署長提交顯示每項修訂或更改內容的文件副本。

8. Priority 優先次序

These provisions set out at paragraphs 1 to 9 shall take precedence over any other provisions in the contract between the Customer and the Bank in the event of any conflict or inconsistency between them. 本文第1至9段所載的條文如與客戶與銀行所訂立的合約條文有任何抵觸或不一致之處，概以第1至9段的條文為準。

9. Prohibition on alteration 禁止修改

The above paragraphs 1-9 shall not be altered without the written consent of DGIP. 未經投資推廣署署長的書面同意，上述條文不得更改。