

DBS TREASURES  PRIVATE
CLIENT

星展豐盛私人客戶

DBS TREASURE PRIVATE CLIENT TERMS AND CONDITIONS

ADDENDUM - CAPITAL INVESTMENT ENTRANT SCHEME

星展豐盛私人客戶條款細則附錄 — 資本投資者入境計劃

DBS Treasures Private Client Terms and Conditions
Addendum – Capital Investment Entrant Scheme

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。

A. SCHEME REQUIREMENTS 計劃的規定

The Scheme requirements set out in this Section (as may be from time to time various by the Director of the Immigration of the Immigration Department (the “**Director**”)) shall take precedence over all other sections in the DBS Treasures Private Client Terms and Conditions. 本部所列的計劃的規定(包括人民入境事務處處長「處長」不時作出的修訂)凌駕星展豐盛私人客戶條款及細則內其他部分的條款。

1. Restricted assets 受限制資產

The Account operated by the Bank on behalf of the Customer shall only hold: 本行代客戶管理的戶口中只可持有:

- (i) Specified financial assets (as defined from time to time in the Scheme Rules published by the Director for the purpose of the Scheme); 指定金融資產(按照處長為施行計劃而公布的《計劃規則》中所不時界定者);
- (ii) cash proceeds of the sales or other realization of Specified financial assets; 出售或以其他方式把指定金融資產變賣後所得的現金收益;
- (iii) cash transferred to the Account by the Customer or other person(s) for investment in Specified financial assets; 客戶或其他人士存入戶口，用以投資於指定金融資產的現金;
- (iv) cash representing cash dividends or interest accruing in the Account. 戶口內累積的現金股息或利息。

2. Reinvestment obligation 再投資責任

All cash transferred to the Account by the Customer or other person(s) and all proceeds of sales or other realization of Specified financial assets shall be invested or re-invested in Specified financial assets or real estate in accordance with the Scheme Rules. 客戶或其他人士存入戶口的所有現金，以及出售或以其他方式把指定金融資產變賣後所得的收益，必須按照《計劃規則》的規定投資或再投資於指定金融資產或房地產上。

3. Bank’s notification duty 銀行的通知和責任

The Bank shall notify the Director in writing within 7 working days of acquiring actual knowledge of any of the followings: 銀行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處長:

- (i) any withdrawal of any assets from the Account (other than cash dividends or interest accruing in the Account); 客戶從戶口內提取任何資產(戶口內累積的現金股息或利息除外);
- (ii) any instruction to withdraw any assets from the Account (other than cash dividends or interest accruing in the Account); 客戶發出指示，要從戶口內提取任何資產(戶口內累積的現金股息或利息除外);
- (iii) the Customer has not re-invest the proceeds of sales or other realization of Specified financial assets within the following period (or such other period as may be provided by the Scheme Rules then in force): 客戶沒有在下列期限內(或在當時施行的《計劃規則》所訂明的他期限內)，把出售或以其他方式將指定金融資產變賣後所得的收益，再投資於其他指定金融資產上:
 - (a) no more than 14 days must elapse between the date of the contract for the sales 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天;

- (b) in calculating the period mentioned in (a) above: 在計算上文(i)項所述的期限時:
- (b1) “**date of contract**” means the date on which the agreement (whether written or unwritten) comes into the 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;
 - (b2) the first date referred to shall be excluded and the last date referred to shall be included; 不包括所指的首日, 但包括所指的最後一日;
 - (b3) if the last day of the period would otherwise be a Sunday, a public holiday, a gale warning day or a black rainstorm warning day the last day shall instead be the next following working day and the period shall be extended accordingly; 如該期限的最後一日是星期日、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;
- (iv) any instruction to transfer the Account or any assets in the Account (other than cash dividends or interest accruing in the Account) to any financial intermediary or other person; 客戶發出任何指示, 要把戶口或該戶口內的任何資產(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;
 - (v) the Customer has or may have charged, assigned or creates any interest in favour of a third party in any assets in the Account (other than cash dividends or interest accruing in the Account); 客戶已把或可能已把戶口內的任何資產(戶口內累積的現金股息或利息除外)進行押記、轉讓或設定以第三方為受益人的權益;
 - (vi) the Customer has or may have ceased to be the sole beneficial owner of all assets in the Account (other than cash dividends or interest accruing in the Account); and 客戶不再是或可能不再是戶口內全部資產(戶口內累積的現金股息或利息除外)的唯一實益擁有人; 及
 - (vii) an instruction to close the Account. 客戶發出取消戶口的指示。

4. Annual report by Bank 銀行的年度申報

Within 14 working days after the first anniversary of the grant of formal approval to the Customer to join the Scheme and within 14 working days after each following anniversary if the Bank still operates the Account at such anniversary, the Bank shall: 在處長向客戶批予正式批准參加本計劃的首個周年後的 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 the Director 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 Specified financial assets held in the designated account at that date; 以書面通知處長戶口在該周年日的組合成分, 以及戶口內持有的指定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); 及
- (ii) confirm in writing to the Director that to the best of the Bank's knowledge the Bank has complied fully with the reporting obligations set out above in respect of the 12 month period immediately before the relevant anniversary, or notify the Director in writing of all matters, which should have been reported in respect of that period. 以書面向處長證實銀行已盡其所知, 在緊接該周年日之前的 12 個月期間, 已充份履行上文所述的申報責任, 或已把所有應在該期間申報的事宜以書面通知處長。

5. Response to queries 回答查詢

The Bank shall promptly answer all queries addressed to it by the Director concerning the Account and supply such documents (whether copies or originals) concerning the Account as the Director requests. The Customer irrevocably authorized the Bank to answer all such questions and provide such documents. 銀行須盡速回答處長向其提出的關於戶口的所有查詢, 並須按處長的要求提供與戶口有關的文件(不論副本或正本)。客戶須授權銀行答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 section 71(2) of the Interpretation and General Clauses Ordinance (Cap. 1 of the Laws of Hong Kong)). 在上述條文, 「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(後兩者的定義與香港法例第一章《釋義及通則條例》, 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 the Director 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 7 個工作天內向處長提交合約的副本；每當合約有修訂或更改(必須符合下文第 9 段的規定)，銀行亦須於 7 個工作天內向處長提交顯示修訂或更改內容的文件副本。

8. Priority 優先次序

These provisions set out at paragraphs A1 to A9 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. 本部第 A1 至 A9 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 A1 至 A9 段的條文為準。

9. Prohibition on alteration 禁止修改

The above provisions in this Section A shall not be altered without the written consent of the Director. 未經處長的書面同意，上述 A 部條文不得更改。

B. ALERT SERVICE 提示服務

The Bank shall alert the Customer by telephone or letter whenever the Bank is required to report to the Director under the Scheme Rules. 每當銀行須根據《計劃規則》向處長作出申報時，銀行須以電話或書面方式向客戶發出提示。

1. The information or material provided by the Bank in relation to the Scheme via the Alert Service are for information only, and do not constitute any advice or recommendation with regard to the Scheme. 銀行透過提示服務提供關於計劃的資料只供參考，並不構成就計劃提供的意見或建議。
2. **The Bank accepts no liability for any losses or damages, including without limitation direct or indirect, special, incidental, or consequential losses, damages or expenses arising in connection with the Alert Service or use thereof, or in connection with any failure of performance, error, omission, interruption, defect, delay in operations or transmission of information or material with regard to the Alert Service, even if the Bank or its representatives, are advised of the possibility of such losses, damages or expenses.** 銀行對任何當事人就提示服務或其使用引起，或就提示服務的任何未能履約、錯誤、遺漏、中斷、失效、運作或資料傳遞的延誤所引起的任何損失或損害，包括但不限於直接或間接、特別、隨附或後果性損失、損害或費用，即使銀行或其代表曾被知會可能會出現上述損失、損害或費用，均不承擔法律責任。
3. The Bank reserves the right to suspend the Alert Service at any time without giving any reasons. 銀行有權隨時暫停提示服務而無須給予任何理由。
4. The Bank reserves the right to terminate the Alert Service without prior notice the Customer is withdrawn from the Scheme or close the Account or for any other reasons as determined by the Bank from time to time. 一旦客戶退出計劃或取消戶口，或基於銀行不時釐定的其他原因，銀行有權終止提示服務而無須事先通知客戶。