



大灣區理財通（北向通）匯款專戶服務條款及細則（“《北向理財通匯款專戶服務條款及細則》”）

Terms and Conditions for GBA Northbound Wealth Management Connect Remittance Account Service (“Terms and Conditions for GBA Northbound WMC Remittance Account Service”)

本條款及細則適用於北向理財通匯款專戶（定義見下文）服務，客戶（定義見下文）如使用北向理財通匯款專戶服務，即表示其同意受此等條款（定義見下文）約束。以下各項（經不時修訂）應納入成為此等條款之一部分，猶如其全文已載入本條款及細則：

This Terms and Conditions apply to the GBA Northbound WMC Remittance Account (as defined below) Service. By using the GBA Northbound WMC Remittance Account Service, the Client (as defined below) agrees to be bound by these Terms and Conditions. The following (as amended from time to time) shall be incorporated into these Terms as if they were incorporated herein in their entirety.

- (a) 《大灣區跨境理財通（北向通）匯款專戶服務申請表》；
GBA Northbound Wealth Management Connect Remittance Account Service Request Form;
- (b) 《銀行產品條款及細則》；
Banking Terms and Conditions;
- (c) 《客戶條款》；
Client Terms;
- (d) 《關於《個人資料（私隱）條例》（「條例」）及《個人信貸資料實務守則》致客戶及其他個別人士的通知》
Notice to customers and other individuals relating to the Personal Data (Privacy) Ordinance (“Ordinance”) and the Code of Practice on Consumer Credit Data.

1. 釋義

Definitions

1.1 在本條款及細則中除上下文另有定義，否則下述術語應當具有如下含義：

Unless the context defines otherwise, terms used in these Terms have the following meaning:

"本行"指渣打銀行（香港）有限公司及其分行、支行及其他子公司，以及其繼承人及受讓人。

"Bank" means Standard Chartered Bank (Hong Kong) Limited and its branches, sub-branches and other subsidiaries, and its successors and assignees.

"內地夥伴銀行"指渣打銀行（香港）有限公司簽署理財通業務合作協議的內地銀行，包括但不限於渣打銀行（中國）有限公司。

"Mainland Partner Bank" means the Mainland Partner banks with which Standard Chartered Bank (Hong Kong) Limited has signed the GBA Northbound WMC Remittance Account Service cooperation agreement, including but not limited to Standard Chartered Bank (China) Limited.

"客戶"指已申請並獲本行准許使用北向理財通匯款專戶服務的香港合資格投資者。在文義允許之情況下，包括客戶的個人代表及合法繼任人。

"Client" means an eligible investor in Hong Kong who has applied for and been approved by the Bank to use GBA Northbound WMC Remittance Account Service, where the context permits, including each of his/her personal representatives and lawful successors.

"投資專戶"指以客戶個人名義在內地夥伴銀行開立的人民幣賬戶并且指定為北向理財通投資戶。

"Dedicated Northbound WMC Investment Account" means a RMB account opened and maintained in Client's sole name with the Mainland Partner Bank and designated as the GBA Northbound WMC Investment Account.

"匯款專戶"指以客戶個人名義在本行就使用北向理財通匯款專戶服務維持的匯款賬戶。

"Dedicated Northbound WMC Remittance Account" means a Renminbi statement savings account maintained in Client's sole name with the Bank that is dedicated for using Northbound Wealth Management Service.

"香港"指中華人民共和國香港特別行政區。

"Hong Kong" means the Hong Kong Special Administrative Region of the People's Republic of China.

"機關"或"該等機關"指對本行任何部分及北向理財通匯款專戶服務具有管轄權之任何本地或外國司法、行政、公共或監管機構、任何政府、證券或期貨交易所、法院、中央銀行或執法機構、金融服務供貨商之自律或行業機構或協會，或任何上述機關之代理機構，包括但不限於中國人民銀行、中國銀行保險監督管理委員會、中國證券監督管理委員會、國家外匯管理局、香港金融管理局及香港證券及期貨事務監察委員會。

"Authority" or "Authorities" includes any local or foreign judicial, administrative, public or regulatory body, any government, securities or futures exchange, court, central bank or law enforcement body, self-regulatory or industry bodies or associations of financial service providers or any of their agents with jurisdiction over any part of the Bank and the GBA Northbound WMC

Remittance Account Service, including but not limited to the People's Bank of China, the China Banking and Insurance Regulatory Commission, the China Securities Regulatory Commission, the State Administration of Foreign Exchange, the Hong Kong Monetary Authority and the Hong Kong Securities and Futures Commission.

"**適用規定**"指本行或客戶預期應予遵守之任何法律、規則、法規、政策、詮釋、指示、指引、公告、規定及由任何機關（無論是在內地或境外）頒布之其他監管文件（無論是否具法律效力）。

"**Applicable Requirements**" mean any laws, rules, regulations, policies, interpretations, directions, guidelines, announcements, requirements and other regulatory documents (whether or not having the force of law) issued by any Authority, whether in or outside Mainland China, with which the Bank or the Client is expected to comply from time to time for the purpose of the GBA Northbound WMC Remittance Account Service.

"**此等條款**"指本條款及細則，連同本行其他與北向理財通匯款專戶服務有關的條款或政策，包括《大灣區跨境理財通（北向通）匯款專戶服務申請表》《銀行產品條款及細則》《客戶條款》《關於《個人資料（私隱）條例》（「條例」）及《個人信貸資料實務守則》致客戶及其他個別人士的通知》，以及本行可能不時向客戶提供之北向理財通匯款專戶服務適用之其他條款及條件。

"**Terms and Conditions**" means the terms and conditions expressly set out in this document, together with the other terms and conditions, including "GBA Northbound Wealth Management Connect Service to Hong Kong Application Form", "Banking Terms and Conditions", "Client Terms", "Investment Fund Services Terms and Conditions", "Notice to Clients and other individuals relating to the Personal Data (Privacy) Ordinance ("Ordinance") and the Code of Practice on Consumer Credit Data and other terms and conditions applicable to the GBA Northbound WMC Remittance Account Service that may be provided by the Bank to the Client from time to time.

"**北向理財通匯款專戶服務**"指本行根據此等條款向客戶提供的香港往內地北向理財通匯款專戶服務，客戶作為符合本行及適用規定訂明資格條件的個人，可使用匯款專戶向投資專戶進行跨境人民幣匯款，投資內地夥伴銀行銷售的合資格理財產品，並接收由理財通投資專戶匯回的跨境人民幣匯款。

"**GBA Northbound WMC Remittance Account Service**" means the Northbound wealth management connect remittance account service provided by the Bank under these Terms and Conditions, whereby the Client, as an eligible individual who meets the eligibility criteria prescribed by the Bank and the applicable regulations, may use the Dedicated Northbound WMC Remittance Account to make cross-border RMB remittance to the Dedicated Northbound WMC Investment Account to invest in the Eligible Investment Products distributed by the Mainland Partner Bank and receive cross-border RMB remittance from the Dedicated Northbound WMC Investment Account.

1.2 除上下文另有要求，否則單數詞的含義包括複數，反之亦然；單一性別的詞語也包含所有性別。除非另有說明，否則本條款及細則所指的條款及附件均指本條款及細則內的條款及附件。

Unless the context otherwise requires, words importing the singular include the plural and vice versa, and words importing a gender include every gender. Unless otherwise stated, references to these Terms and Conditions and the Exhibits herein are to these Terms and Conditions and the Exhibits herein.

1.3 本條款及細則各條文的標題僅供參考，不能作為解釋本條款及細則的依據。

The Clause headings in the Terms and Conditions are for reference only and shall be ignored in the interpretation of these Terms and Conditions.

1.4 本條款及細則的所有附件構成本條款及細則的一部分，與本條款及細則具有同等法律效力。

All annexes to these Terms and Conditions are part of these terms and conditions and have the same legal effect as these Terms and Conditions.

2. 北向理財通匯款專戶服務範圍

Scope of the GBA Northbound WMC Remittance Account Service

2.1 在適用規定允許的範圍內，本行在北向理財通匯款專戶服務項目下的服務包括：

To the extent permitted by applicable regulations, the Bank's services under the Northbound Wealth Management Service include:

(a) 支持客戶在匯款專戶與投資專戶之間進行跨境人民幣匯款；
remit funds between Dedicated Northbound WMC Remittance Account and the Dedicated Northbound WMC Investment Account;

(b) 為符合資格條件的客戶開立及維持匯款專戶並確保該匯款專戶與同一客戶在內地夥伴銀行開立並維持的投資專戶一對一對；
open and maintain a Dedicated Northbound WMC Remittance Account for eligible Clients and ensuring that such Dedicated Northbound WMC Remittance Account is paired to a Dedicated Northbound WMC Investment Account opened and maintained by the same Client with the Mainland Partner Bank;

(c) 在監管允許的範疇內，協助客戶就服務所需（例如投資產品的介紹等）與內地夥伴銀行聯絡；以及
assist Client to contact Mainland Partner Banking upon service request (such as investment products introduction, etc) within the compliance of regulatory requirement; and

(d) 本行與客戶不時同意的其他服務。
other services agreed by the Bank and the Client from time to time.

2.2 本行可按不時訂明之條款及細則提供北向理財通匯款專戶服務。本行有權不時進行以下各項（或其中任何一項）而無須事先發出通知：

The Bank may offer the GBA Northbound WMC Remittance Account Service on such terms and conditions as the Bank may specify from time to time. The Bank has the right to carry out the following (or any of them) from time to time without giving prior notice:

- (a) 推出新的服務或更改、暫停或撤銷任何現有服務；
introduce new services, or vary, suspend or withdraw any existing services;
- (b) 訂明或更改北向理財通匯款專戶服務之範圍及程度，包括但不限於：
specify or vary the scope of the GBA Northbound WMC Remittance Account Service, including but not limited to:
 - (i) 規定北向理財通匯款專戶服務經貴行不時訂明之渠道進行同行賬戶轉賬及項下可進行之轉賬、渠道、交易類別；
prescribing transfer between other accounts within the Bank through designated channel specified by the Bank from time to time, the types of transfers, channel, transactions and dealings which may be conducted using the GBA Northbound WMC Remittance Account Service;
 - (ii) 為遵守適用規定等理由設置或更改使用北向理財通匯款專戶服務之限額；以及
setting or varying relevant quotas relating to the use of the GBA Northbound WMC Remittance Account Service for the compliance of regulatory requirement; and
 - (iii) 設置或更改北向理財通匯款專戶服務之營業日、服務時間及每日截止時間。
setting or varying business days, service hours and the daily cut-off time for the GBA Northbound WMC Remittance Account Service.

2.3 本條款中所提及到的匯款專戶有如下規定和限制：

The Dedicated Northbound WMC Remittance Account referred to in these Terms and Conditions is subject to the following provisions and limitations:

- (a) 僅為用於北向理財通匯款專戶服務中與投資專戶進行往來資金匯劃之目的；
it is opened and maintained for the sole purpose of transferring funds to and from the Dedicated Northbound WMC Investment Account for the GBA Northbound WMC Remittance Account Service;
- (b) 根據監管部門要求，客戶本人同名的投資專戶配對，以使用北向理財通匯款專戶服務；
it is a regulatory requirement to pair it to a Dedicated Northbound WMC Investment Account opened in the same name to form a one-to-one matching, thereby using the GBA Northbound WMC Remittance Account Service.
- (c) 匯款專戶僅限於北向理財通匯款專戶服務，包括但不限於：
the Dedicated Northbound WMC Remittance Account can only be used for the sole purpose of GBA Northbound WMC Remittance Account Service, including but not limited to:
 - (i) 與一對一配對的客戶本人同名投資專戶的資金移轉。
transferring funds between the Dedicated Northbound WMC Remittance Account and the Dedicated Northbound WMC Investment Account that are opened in the same name and paired to each other to form a one-to-one matching.
- (d) 任何相關條件導致未能遵守本行合規規定的指示、匯款、轉賬交易都將被視為不符合條件，並將會被本行拒絕，恕不另行通知。
Any instruction, remittance, transfer or transaction shall be considered as ineligible and will be declined by the Bank without prior notice if any relevant conditions set by the Bank have not been complied with.
- (e) 匯款專戶的操作和處理方式與一般儲蓄戶口相同，除受本2.3條款的額外限制外，同時受銀行產品條款及細則下的往來／支票／儲蓄戶口及定期存款戶口，以及構成本行協議任何其他文件的限制。
The Dedicated Northbound WMC Remittance Account will be operated and treated in the same way as a general Saving Account, but subject to additional controls under this Clause 2.3, and will be subject to other restrictions applicable to the Current/ Cheque/ Savings account and Time Deposit Account Terms under the Banking Terms and Conditions as well as any other documents forming the Bank's banking agreement.

3. 申請“北向通”服務的客戶需符合以下及其他所有資格：

Clients applying for the GBA Northbound WMC Remittance Account Service should satisfy all eligibility criteria including but not limited to:

- 3.1 持有香港身份證的香港居民（包括永久性和非永久性居民）；
Holds a Hong Kong identity card, including permanent and non-permanent residents;
- 3.2 經本行評估為不屬於「特定客戶」；
Is not a vulnerable client (“VC”) as assessed by the Bank;
- 3.3 以其個人名義作投資，即並非以聯名形式或公司客戶作投資，亦不可授權第三方操作其戶口；
Will invest in the client's personal capacity, i.e. not joint-name or corporate one, and should not authorize a third party to operate the account;

3.4 通過本行的客戶盡職審查。

Pass the client due diligence conducted by the Bank.

本行會一併考慮客戶在申請表、其他表格及客戶投資取向問卷等其他相關的適用文件上提供的資料，評估客戶使用「北向理財通」服務的資格，及判斷是否接納申請。惟評估結果不論如何，都不表示本行必須為客戶開立任何戶口，亦不保證客戶可獲本行開立任何戶口。

The Bank will use the information that the Client provides and is requested to provide, in the application form, other forms and related documents, such as Client Investment Profile (CIP) Questionnaire, where applicable, to assess the Client's eligibility for and determine its acceptance of the application for the GBA Northbound WMC Remittance Account Service. However, any assessment result does not bind the Bank to open or guarantee the Bank's opening of any accounts for the Client.

客戶已完成或將完成的客戶投資取向問卷之結果專為本行理解客戶的風險偏好之用。即使客戶曾經、可能或將會在香港或其他地區的其他銀行，填寫類似的客戶投資取向問卷，這些結果之間並不具有可資比擬性。

The results of the CIP the Client conducted/ will conduct for the GBA Northbound WMC Remittance Account Service are specific for the Bank to understand the Client's risk profile. They are not comparable with the results of the CIPs or equivalent that the Client conducted/ may or will conduct for other banks in Hong Kong or other locations.

本行不時評估客戶使用北向理財通匯款專戶服務的資格。本行可能依據客戶已提供的資料，及/或要求客戶提供的最新或進一步資訊而進行評估工作。本行可根據其獨立酌情決定權採取步驟以對評估結果進行跟進，包括但不限於通知內地夥伴銀行有關評估結果，以便後者按需要回應。

The Bank assesses the Client's eligibility to the GBA Northbound WMC Remittance Account Service from time to time. The Bank may conduct the assessment with the Client's information already given to the Bank and/ or by requesting the Client to provide latest or further information. The Bank may take follow-up action in response to the assessment results at its sole discretion, including but not limited to notifying the Mainland Partner Bank of the assessment results for their action, if any.

本行如發現客戶或個別投資者有違「北向理財通」原意或違反任何規定、要求（例如發現客戶擁有多於一個匯款專戶／投資專戶），本行需即時向香港金管局匯報。本行可按行方意願採取相應跟進行動，包括但不限於暫停或取消客戶參與北向通服務的資格、出售客戶持有的產品並註銷投資專戶和匯款專戶、保存客戶持有的資產直至到期贖回但不能再投資新產品等。

If the Bank becomes aware of any non-compliance or breach by an individual investor (including the Client) of any expectations or requirements (for example becomes aware of the Client possessing more than one dedicated remittance/ investment account under the GBA Northbound WMC Remittance Account Service), the Bank has the obligation and rights to file a report with the Hong Kong Monetary Authority (HKMA) immediately. The Bank may take follow-up action in response to the issues identified at its sole discretion, including but not limited to suspension or revocation of the Client's eligibility to engage in the GBA Northbound WMC Remittance Account Service, disposal of the products held by the Client and termination of the Client's Dedicated Northbound WMC Investment Account and Dedicated Northbound WMC Remittance Account, keeping the Client's holdings until redemption at maturity while forbidding investment in any new products.

4. 登記北向理財通匯款專戶服務

Registration for the Northbound WMC Remittance Account Service

4.1 北向理財通匯款專戶服務僅提供予符合本行及適用規定訂明的資格條件的自然人客戶。

The GBA Northbound WMC Remittance Account Service is available only to a Natural Person who meets the Applicable Requirements and other requirements as the Bank may specify from time to time.

4.2 客戶須按照本行不時訂明之程序及要求，以登記北向理財通匯款專戶服務，包括但不限於以下各項：

To register for the GBA Northbound WMC Remittance Account Service, a Client shall follow the procedures and other requirements as the Bank may specify from time to time, including but not limited to the following:

- (a) 在夥伴銀行開立及維持一個理財通投資專戶，就此獲取北向理財通匯款專戶服務；
to open and maintain a Dedicated Northbound WMC Investment Account with the Mainland Partner Bank;
- (b) 在本行接納的，且符合適用規定的內地夥伴銀行，開立及維持一個同名理財通投資專戶，就北向理財通匯款專戶服務指定該賬戶與匯款專戶進行往來資金匯劃；
to open and maintain a Dedicated Northbound WMC Investment Account with the Mainland Partner Bank, designate such Dedicated Northbound WMC Investment Account as his/her WMC investment account and bundle it with his/her Dedicated Northbound WMC Remittance Account (in particular, the Statement Savings Account) for fund remittance to and from the Dedicated Northbound WMC Investment Account under the GBA Northbound WMC Remittance Account Service;
- (c) 遵循本行可不時規定的程序及提供有關數據及文件，包括為遵守適用規定而本行可能需要的有關身份證明數據及／或文件；
to follow such procedures and provide such information and documents as the Bank may require from time to time, including information and documents as the Bank may specify to comply with the Applicable Requirements;
- (d) 確認閣下接受此等條款。
to confirm the acceptance of these Terms and Conditions.

4.3 客戶登記及使用北向理財通匯款專戶服務須獲本行批准。若本行認為有合理理由，本行可拒絕客戶登記及使用北向理財通匯款專戶服務。尤其是，即使客戶已執行登記步驟及提供所需數據，本行仍可拒絕客戶之登記。

The Bank reserves the right to reject a Client's registration for the GBA Northbound WMC Remittance Account Service, as the

Bank reasonably considers appropriate, even if the Client has complied with the registration procedures and provided the required information.

4.4 客戶一經登記使用北向理財通匯款專戶服務，即表示同意、確認及承諾：

By registering to use the GBA Northbound WMC Remittance Account Service, the Client confirms and agrees that:

- (a) 客戶已符合本行及適用規定訂明的資格條件；
he/she meets the eligibility requirements prescribed by the Bank and the Applicable Requirements;
- (b) 客戶將持續遵守適用規定；
he/she is and will continue to be in compliance with the Applicable Requirements;
- (c) 客戶僅可指定一個匯款專戶與一個投資專戶進行往來資金匯劃，除非事先獲得本行書面同意，該匯款專戶一經指定即與投資專戶實現一對一配對，不可更改；
he/she can only designate one Dedicated Northbound WMC Remittance Account to transfer funds to and from the Dedicated Northbound WMC Investment Account, and cannot change such designated account unless prior written consent is obtained from the Bank;
- (d) 客戶的匯款專戶真實，並以客戶的名義於本行開立及維持；及
his/her designated Dedicated Northbound WMC Remittance Account is genuine and belongs to him personally; and
- (e) 若投資專戶被暫停、終止或以可能影響北向理財通匯款專戶服務的方式被更改，客戶將立即以書面形式通知本行。
he/she will immediately notify the Bank in writing if his/her Dedicated Northbound WMC Investment Account is suspended, terminated, or otherwise changed in a way which may affect the GBA Northbound WMC Remittance Account Service.

5. 指示

Instructions

- 5.1 客戶在北向理財通匯款專戶服務下給予的所有指示均受限於條款及細則、本行不時訂明的其他規定及適用規定的約束及規範。
The Client's instructions under the GBA Northbound WMC Remittance Account Service are subject to the Applicable Requirements and other requirements as the Bank may specify from time to time.
- 5.2 本行可指明客戶在北向理財通匯款專戶服務下給予本行指示的方式。客戶須以本行不時訂明的方式給予本行指示。
The Bank is entitled to specify the manners through which the Client may provide instructions to the Bank under the GBA Northbound WMC Remittance Account Service. The Bank will only act upon a Client's instructions which are provided in a manner acceptable to the Bank.
- 5.3 本行有權按照一般業務慣例及程序行書，並只接受本行認為可行及合理的指示。為避免疑問，本行有權參與任何監管銀行業務的組織及其他為銀行提供中央結算、交收及相關服務的系統，並遵守有關規定。但是，在任何情況下，本行不因任何該等組織或系統的經辦人或負責人的作為或不作為承擔責任。
The Bank will only act upon Client's instructions as soon as reasonably practicable after receiving all necessary instructions, funds and documents as the Bank may specify. For the avoidance of doubt, the Bank shall be entitled to participate in and comply with the requirements of any organisation that regulates banking operations and other systems that provide central clearing, settlement and related services to the Bank. However, in no event shall the Bank be liable for the acts or omissions of the managers or principals of any such organisation or system.
- 5.4 除非已收到本行可能需要的所有指示、資金及文件，否則本行無義務行事。本行擁有獨有的絕對權利接納或拒絕任何指示或訂明接納任何指示的任何條件而無須給予任何理由。本行無須就客戶因任何拒絕可能直接或間接產生的任何損失承擔責任。
The Bank shall not be obliged to act unless it has received all instructions, funds and documents as may be required by the Bank. The Bank shall have the sole and absolute right to accept or reject any Instruction or to prescribe any conditions for the acceptance of any Instruction without assigning any reason therefor. The Bank is not liable for any loss incurred by the Client directly or indirectly as a result of any refusal.
- 5.5 除非獲得本行的事先書面同意，向本行發出的任何指示均不可取消或撤回。一切已發出的指示，不論是否由客戶本人或聲稱是客戶的人士發出，如果本行善意的理解並據之行事，均屬不可撤銷並對客戶具有約束力。除非法律規定另有規定，否則本行並無責任驗證發出指示的客戶的身份或權限，或查證有關指示的真實性和準確性。
Any instruction given to the Bank cannot be cancelled or withdrawn except with the prior written consent of the Bank. All instructions given, whether or not given by the Client or by a person purporting to be the Client, shall be irrevocable and binding on the Client if the Bank understands and acts in good manner in accordance with them. Unless otherwise provided by law, the Bank is not responsible for verifying the identity or authority of the Client giving the instructions or for verifying the truth and accuracy of such instructions.
- 5.6 本行無須就根據客戶指示進行的任何交易而導致的任何損失承擔責任。
The Bank is not liable for any loss incurred by the Client in connection with the instruction of the Client.

6. 資金轉賬及匯劃：

Transfer and remittance of funds

- 6.1 北向理財通匯款專戶服務下的所有資金收入及匯劃受均及細則、本行或內地夥伴銀行不時訂明的有關資金轉賬和跨境匯款的其他規定及適用規定的約束及規範。

All funds transfer and remittance under the GBA Northbound WMC Remittance Account Service are subject to Applicable Requirements and other requirements prescribed by the Bank from time to time.

- 6.2 從香港匯款專戶匯出至內地理財通投資專戶的相關匯款均應遵循適用規定，否則可能將被拒絕並可能產生費用。
All fund transfer and remittance from the Dedicated Northbound WMC Remittance Account in Hong Kong to the Dedicated Northbound WMC Investment Account shall comply with Applicable Requirements, otherwise it may be rejected and fees may be incurred.
- 6.3 客戶僅可通過將香港匯款專戶匯出至北向理財通投資專戶配對的方式進行閉環匯劃，同時所有從理財通投資專戶發起的匯款都將被視為用於閉環匯劃。本行將根據本行和有關機關規定的報文要求辦理有關匯款，包括覆蓋匯款報文、付款目的和收費選項。對於已提交的匯款報文修改要求將不被接受。
A Client can only remit RMB in a closed-loop manner by pairing his/her Dedicated Northbound WMC Remittance Account in Hong Kong and his/her Dedicated Northbound WMC Investment Account. All remittances initiated from the Dedicated Northbound WMC Investment Account will be deemed for closed-loop remittance purposes. The Bank will process the relevant remittance in accordance with the reporting requirements as stipulated by the Bank and the relevant Authorities, including to report in a prescribed format, indicate the payment purpose and itemise fee schedules. Requests for amendments to remittance reports already submitted will not be accepted.
- 6.4 香港匯款專戶與理財通投資專戶之間的所有跨境匯款必須以人民幣進行，並受限於適用規定項下的總額度和個人額度以及本行不時訂明的其他要求。本行可拒絕超過本行和／或適用規定訂明的總額度和／或個人額度的任何款項從境內匯款專戶劃轉至理財通投資專戶。
All cross-border remittances between the Dedicated Northbound WMC Remittance Account in Hong Kong and the Dedicated Northbound WMC Investment Account must be made in RMB and are subject to the aggregate and individual investor quotas under the Applicable Regulations and such other requirements as may be prescribed by the Bank from time to time. The Bank may refuse any transfer of funds from the Dedicated Northbound WMC Remittance Account to the Dedicated Northbound WMC Investment Account in excess of the aggregate quota and/or individual investor quota prescribed by the Bank and/or the Applicable Regulations.
- 6.5 匯至理財通投資專戶的任何項目須根據適用規定及本行或內地夥伴銀行訂明的規定最終收妥後方可入賬。
Any items deposited into the Dedicated Northbound WMC Investment Account must be finally received in accordance with the Applicable Regulations and the provisions prescribed by the Bank or partner bank in mainland before they can be credited to the account.
- 6.6 根據客戶的指示，受限於轉賬種類和指示方式，本行一般在營業時間內將資金從客戶的香港的匯款專戶轉出。客戶可向本行索取有關該等轉賬詳情的數據。
The Bank generally transfers funds out of a Client's account upon his/her instructions during working hours, subject to the types of transfer and the manner of instructions. A Client may request information from the Bank about the details of such transfers.

7. 客戶資料

Client information

- 7.1 客戶同意及確認經本行不時修訂的《個人信息及隱私保護政策》將適用於客戶提供的所有數據（包括就北向理財通匯款專戶服務向本行或香港指定銀行提供的數據）。
The Client agrees that the [Privacy Policy], communicated to him/her from time to time by the Bank, applies to all information he/she provides (either to the Bank or to the Mainland Partner Bank under the GBA Northbound WMC Remittance Account Service).
- 7.2 為處理及管理客戶登記及使用北向理財通匯款專戶服務事宜，客戶同意根據《關於《個人資料（私隱）條例》（「條例」）及《個人信貸資料實務守則》致客戶及其他個別人士的通知》的相關規定，本行可以將客戶資料披露給下列接收者：
For the purpose of processing and managing the registration and use of GBA Northbound WMC Remittance Account Services, the Client agrees that the Bank may, in accordance with the [Notice to Clients and Other Individuals relating to the Personal Data (Privacy) Ordinance (“Ordinance”) and the Code of Practice on Consumer Credit Data, disclose his/her information to the following recipients:
- (a) 本行的集團成員和該等機關（包括跨境監管機構），以符合適用規定的要求（如適用規定項下的總額度和個人額度）；及
to the Bank's group members and any authorities (incl. cross-border regulatory bodies) to comply with the Applicable Requirements (such as meeting any aggregate or individual investor quota prescribed by the Applicable Requirements); and
 - (b) 內地夥伴銀行。
to the Mainland Partner Bank.
- 7.3 客戶同意本行可在本行合理認為適當的時間內保存客戶資料，以符合適用規定。
The Client agrees that the Bank may keep his/her information for such period of time as the Bank reasonably considers appropriate to comply with the Applicable Requirements.

8. 暫停及終止

Suspension and termination

- 8.1 本行保留隨時暫停或終止客戶使用北向理財通匯款專戶服務而無需給予任何理由的權利。
The Bank may suspend or terminate the Client's use of the GBA Northbound WMC Remittance Account Service at any time without giving the Client notice or reason.
- 8.2 在不損害第8.1條的一般性原則下，若出現下列情況，本行有權暫停或終止客戶使用北向理財通匯款專戶服務：
Without limiting the generality of Clause 8.1, the Bank has the right to suspend or terminate the Client's use of the GBA Northbound WMC Remittance Account Service if:
- (a) 本行發現客戶同時與超過一家銀行辦理與北向理財通匯款專戶服務性質相同的服務，或同時擁有多於一個與理財通投資專戶性質相同的專戶（包含結算戶口及投資戶口）；
the Bank finds out that the Client has acquired services of the same nature as the GBA Northbound WMC Remittance Account Services from more than one banks at the same time, or has more than one investment account of the same nature as the Dedicated Northbound WMC Investment Account (including settlement account and investment account) at the same time.
 - (b) 本行認為客戶違反或可能違反本條款及細則或任何適用規定；
the Bank is of the view that the Client is in breach or may be in breach of any Applicable Requirements;
 - (c) 由於適用規定變更，本行提供北向理財通匯款專戶服務成為或將成為不合法或不切實可行；及
the provision of the GBA Northbound WMC Remittance Account Service by the Bank becomes or will become illegal or impracticable due to the change in Applicable Requirements.
 - (d) 本行有理由相信，如果本行不終止服務，可能會使本行或集團的另一成員違反任何適用規定或受到該等機關的起訴或譴責。
the Bank has reason to believe that the Bank's failure to terminate the GBA Northbound WMC Remittance Account Services may render the Bank or another member of the Group in breach of any applicable regulations or subject to prosecution or censure by such authorities.
- 8.3 如果客戶的投資專戶因任何原因被注銷或關閉，則北向理財通匯款專戶服務自動終止。
If the Client's Dedicated Northbound WMC Investment Account is cancelled or closed for any reason, the Northbound WMC Remittance Account Service shall be automatically terminated.
- 8.4 在客戶的投資專戶被注銷或關閉前，客戶不得申請終止北向理財通匯款專戶服務；在北向理財通匯款專戶服務終止前，客戶不得申請注銷或關閉匯款專戶。
The Client shall not apply for termination of the GBA Northbound WMC Remittance Account Services until the Client's Dedicated Northbound WMC Investment Account has been cancelled or closed. The Client shall not apply for cancellation or closure of the Dedicated Northbound WMC Remittance Account until the GBA Northbound WMC Remittance Account Services have been terminated.
- 8.5 客戶可通過本行可不時公布的有關途徑並以該等方式終止其有關北向理財通匯款專戶服務的使用。為終止北向理財通匯款專戶服務，客戶應確保理財通投資專戶內沒有任何投資產品和資金，並已經注銷或關閉理財通投資專戶。
The Client may terminate its use of the GBA Northbound WMC Remittance Account Service through the relevant channels and in such manner as may be announced by the Bank from time to time. In order to terminate the GBA Northbound WMC Remittance Account Service, the Client should ensure that there are no investment products and funds in the Dedicated Northbound WMC Investment Account and that the Dedicated Northbound WMC Investment Account has already been cancelled or closed.
- 8.6 本行對客戶因暫停或終止使用北向理財通匯款專戶服務所產生的任何損失不承擔責任。
The Bank is not responsible for any losses caused by the suspension or termination of the Client's use of the GBA Northbound WMC Remittance Account Service.
- 8.7 即使暫停或終止北向理財通匯款專戶服務後，客戶仍有責任履行及解除其於暫停或終止前設立或應有的義務及責任。此等條款中按其性質屬持續的條款，於有關暫停或終止後將仍然有效，包括但不限於本行的免責聲明、責任的限制以及客戶向本行作出的賠償。
On the suspension or termination of the GBA Northbound WMC Remittance Account Service, the Client remains responsible for his/her obligations and liabilities accrued before such suspension or termination. The terms in these Terms and Conditions that by their nature are continuing shall survive such suspension or termination, including the Bank's disclaimers, limitations of liabilities and the Client's indemnity in the Bank's favour.

9. 修訂

Amendments

本行有權不時修改、更改、修訂及／或增補此等條款。除本條款及細則另有規定外，本條款及細則的任何修訂及／或增補任何本條款及細則下指定的項目及其他資料，一經本行通知（如屬於本行決定的收費及費用調整（費用提高的除外），或涉及客戶責任或義務的，需提前30天發出通知；其他變更，則由本行確定合理的期間）即生效，對客戶有約束力。該等通知可以通過展示、廣告或其他本行認為恰當的形式發出。且客戶在生效日後繼續保存或使用北向理財通匯款專戶服務的情況下，有關修訂即對客戶具約束力。
The Bank shall be entitled to revise, alter, amend and/or add to these Terms from time to time. Any revision, alteration, amendment and/or addition thereto shall become effective and be binding on the Client thirty (30) days after written notice and where the Client continues to maintain or use the GBA Northbound WMC Remittance Account Service thereafter.

10. 客戶確認及承諾

Client confirmation and undertaking

客戶知曉、確認及承諾：

The Client confirms and undertakes the following:

- (a) 客戶應遵守使用北向理財通匯款專戶服務的所有適用規定並受此等條款約束（本行可不時未予通知而更改）；
He/she will comply with these Terms and Conditions and the Applicable Requirements for the use of the GBA Northbound WMC Remittance Account Service (which may be subject to change by the Bank from time to time without prior notice to the Client);
- (b) 客戶不得以任何非法或違反任何適用規定的方式或以任何違反或侵害本行權利或任何第三者權利的方式使用北向理財通匯款專戶服務；
He/she will not use the GBA Northbound WMC Remittance Account Service in any way that is illegal, in breach of any Applicable Requirements or in contravention of any rights of the Bank or any third party;
- (c) 客戶符合以上第3段有關申請“北向通”服務客戶之所有資格，及了解並同意相關條款與細則；
He/she satisfies all eligibility criteria applying for the GBA Northbound WMC Remittance Account Service stipulated in Clause 3 above, and understands and agrees the related terms and conditions there;
- (d) 本行會一并考慮客戶在申請表、其他表格及客戶投資取向問卷等其他相關的適用文件上提供的資料，評估客戶使用「南向理財通」服務的資格，及判斷是否接納申請。惟評估結果不論如何，都不表示本行必須為客戶開立任何戶口，亦不保證客戶可獲本行開立任何戶口；
The Bank will use the information that the Client provides and is requested to provide, in the application form, other forms and related documents, such as Client Investment Profile (CIP) Questionnaire, where applicable, to assess the Client's eligibility for and determine its acceptance of the application for the GBA Northbound WMC Remittance Service. However, any assessment result does not bind the Bank to open or guarantee the Bank's opening of any accounts for the Client;
- (e) 客戶知曉及已評估與北向理財通匯款專戶服務有關的風險（包括但不限於附錄所載者），而客戶願意承擔該等風險；
He/she understands and has assessed the risks relating to the Northbound WMC Remittance Account Service (including but not limited to those as set out in Annexes) and he/she is willing to undertake those risks;
- (f) 客戶在開展北向理財通匯款專戶服務項下的任何交易之前將尋求獨立的專業意見，並自行進行評估；
He/she will seek independent professional advice and make his/her own assessment before carrying out any transactions under the GBA Northbound WMC Remittance Account Service;
- (g) 客戶知曉人民幣現時不可自由兌換，而人民幣的兌換可能受限於該等機關制定的若干政策、監管規定及／或其他限制（本行可不時未予通知而更改），本行提供的實際安排可能取決於有關時間內的現行政策、監管規定及／或其他限制；
He/she understands that RMB is currently not freely convertible and the conversion of RMB is subject to the policies, regulatory requirements prescribed by the Authorities and/or other restrictions (which may be subject to change by the Bank from time to time without prior notice to the Client). The actual arrangement of the GBA Northbound WMC Remittance Account Service depends on the Applicable Requirements prevailing at the relevant time;
- (h) 客戶知曉匯款專戶與投資專戶之間的人民幣匯劃受限於適用規定項下的投資者總額度和個人額度以及本行不時訂明的其他要求；
He/she understands that cross-border remittance of RMB from his/her Dedicated Northbound WMC Remittance Account to his/her Dedicated Northbound WMC Investment Account is subject to any aggregate and individual investor quotas imposed by the Applicable Requirements and other requirements as the Bank may specify from time to time;
- (i) 客戶知曉並確認，本行處開立並維持的匯款專戶將與客戶於內地夥伴銀行開立並維持的投資專戶進行一對一配對，且僅限於為北向理財通匯款專戶服務之目的進行跨境匯劃；
He/she understands that his/her Dedicated Northbound WMC Remittance Account is opened and maintained with the Bank in Hong Kong is one-to-one paired with his/her Dedicated Northbound WMC Investment Account for cross-border fund remittance under the GBA Northbound WMC Remittance Account Service;
- (j) 客戶聲明並確認，其未在本行以外的其他銀行辦理與北向理財通匯款專戶服務性質相同的服務；
He/she declares and confirms that he/she has not acquired services of the same nature as the GBA Northbound WMC Remittance Account Service with any bank other than the Bank.
- (k) 客戶知曉並確認，為投資專戶及北向理財通匯款服務之目的，此等條款構成客戶與本行之間的完整協議，對於客戶投資專戶的操作受限於由內地夥伴銀行制定的適用於該賬戶的條款與條件所限；
He/she is aware and acknowledges that for the purpose of the Dedicated Northbound WMC Investment Account and the GBA Northbound WMC Remittance Account Service, these Terms and Conditions constitute the entire agreement between the Client and the Bank, the operation of GBA Northbound WMC Remittance Account is subject to the Terms and Conditions applicable to such account as set by the Mainland Partner Bank;
- (l) 客戶同意承擔就北向理財通匯款專戶服務所產生的所有費用及稅項，並同意按部就本行可能因北向理財通匯款專戶服務而產生的所有費用及稅項向本行作出補償或賠償，客戶進一步同意，本行概不就建議或處理與北向理財通匯款專戶服務有關的任何稅務問題、負債及／或義務承擔任何責任，本行亦不會就此提供任何服務或協助；
He/she is fully responsible for all costs, expenses and taxes incurred in connection with the GBA Northbound WMC Remittance Account Service and agrees to indemnify the Bank on demand from and against all costs, expenses and taxes which the Bank may incur in connection with the GBA Northbound WMC Remittance Account Service. The Client further agrees that the Bank is not responsible for advising on or handling any tax issues in connection with the GBA Northbound WMC Remittance Account

Service, and the Bank does not provide any service or assistance in relation to tax issues;

- (m) 客戶確認，客戶提供的所有有關北向理財通匯款專戶服務的數據為，並應持續為真實、準確、有效及完整；
All the information provided by the Client in connection to the GBA Northbound Remittance Account WMC Service is, and remains, true, accurate, correct and complete;
- (n) 客戶承諾向本行提供本行不時可能合理要求的有關數據及文件，以提供北向理財通匯款專戶服務；及
He/she will provide the Bank with such information and documents as the Bank may reasonably request from time to time for the purpose of verifying the Client's identity and providing the GBA Northbound WMC Remittance Account Service; and
- (o) 客戶同意本行可以與客戶開立投資專戶的內地夥伴銀行聯系，就北向理財通匯款專戶服務之目的，互通客戶資料，以核實客戶身份。
the Bank may liaise with, and rely on information provided by, the Mainland Partner Bank for the purpose of verifying the Client's identity and the GBA Northbound WMC Remittance Accounts.

11. 免責及賠償承擔

Limitation of liability and indemnity

- 11.1 在適用要求允許的範圍內，本行對於客戶因投資專戶內的資產或財產而應繳的任何稅款或該等資產或財產價值的減少不承擔任何責任。
To the extent permitted by the Applicable Requirements, the Bank is not liable for any loss incurred or suffered by the Client or any third party arising from or in connection with the use of the GBA Northbound WMC Remittance Account Service.
- 11.2 本行概不就客戶或任何其他人士於任何情況下因或就有關使用北向理財通匯款專戶服務所產生的任何利潤或利益損失、間接或相應的損失承擔法律責任。
The Bank is not liable to the Client or any other person under any circumstances for any loss of profit or interest, indirect or consequential loss arising from or in connection with the use of the GBA Northbound WMC Remittance Account Service.
- 11.3 除本行或本行職員或雇員的故意不當行為或重大過失外，對於因以下情況而對客戶或第三者造成或引起的任何結果（只限於由此而引致的直接及可合理地預見的損失及損害（如有）的情形），本行概不負責：
Except for intentional misconduct or gross negligence of the Bank or its staff or employees, the Bank is not liable to the Client or a third party for any result (limited to direct and reasonably foreseeable losses and damages (if any) arising therefrom) caused or incurred by the following circumstances:
- (a) 客戶或任何其他人士（不論是否獲得授權）使用北向理財通匯款專戶服務；
The use of the GBA Northbound WMC Remittance Account Service by the Client or any other person (whether or not authorized);
- (b) 傳送指示或其他資料的過程中遇到任何干擾、中斷、延誤、損失、毀壞或其他故障或偏差；
Any interruption, disruption, delay, loss, destruction or other failure or deviation in the transmission of instructions or other information;
- (c) 傳送指示或資料的任何電信公司、設備、器材、媒介或本行或本行的代理人或任何第三者將有關客戶的指示或資料洩漏；
Leakage of instructions or information relating to the Client by any telecommunications company, equipment, device, medium through which the instructions or information are transmitted or by the Bank or the Bank's agents or any third party.
- (d) 本行因市場原因不能辦理一項指示及以所述方式及時間辦理一項指示；
Inability of the Bank to process an Instruction and to process an Instruction in the manner and at the time stated due to market reasons.
- (e) 任何適用規定的實施或改變，市場受到干擾或發生波動，任何政府、交易所、結算所或市場限制或暫停交易，任何有關銀行、財務機構、經紀、交易所、結算所或政府發生破產或無力償債或清算；及／或
the imposition or change of any applicable regulations, market disruption or volatility, restriction or suspension of trading by any government, exchange, clearing house or market, bankruptcy or insolvency or liquidation of any relevant bank, financial institution, broker, exchange, clearing house or government; and / or
- (f) 與北向理財通匯款專戶服務有關的任何機械故障、電力中斷、操作故障、失靈、設備或裝置的不足、不可抗力、政府行為、水災、火災、國內動亂、罷工、戰爭或本行不能控制的任何其他原因。
any mechanical breakdown, power interruption, operational failure, malfunction, inadequacy of equipment or devices, force majeure, act of government, flood, fire, civil commotion, strike, war or any other cause beyond the Bank's control in connection with the GBA Northbound WMC Remittance Account Service.
- 11.4 在適用要求允許的範圍內，除本行或其職員或雇員的故意不當行為或重大過失外，客戶將向：(i) 本行；(ii) 內地夥伴銀行；(iii) 前述 (i) 及 (ii) 各自的代理人；及 (iv) 前述 (i)、(ii) 及 (iii) 各自的高級人員及雇員賠償因提供北向理財通匯款專戶服務或行使或維護本條款及細則賦予本行的權力及權利而可能導致的任何損失、損害、稅項及合理費用及開支及一切法律行動及法律程序。本行有權扣繳，保留或扣除一定數額的客戶資產並由本行保管或控制，或從客戶在本行的任何賬戶扣繳、保留或扣除一定款額，以彌補在本條下客戶欠付本行的債務。即使北向理財通匯款專戶服務終止，此項補償仍繼續維持有效。
To the extent permitted by Applicable Requirements, the Client will indemnify and reimburse (i) the Bank; (ii) the Mainland Partner Bank; (iii) the respective agents of (i) and (ii); and (iv) the respective officers and employees of (i), (ii) and (iii) for all actions, proceedings and claims which may be brought by or against them, and for all losses, damages and reasonable costs

and expenses and all legal actions and proceedings that may arise from the provision of the GBA Northbound WMC Remittance Account Service or the exercise or defence of the powers and rights conferred on the Bank by these Terms and Conditions. The Bank shall be entitled to withhold, retain or deduct a certain amount of the Client's assets in the custody or control of the Bank or to withhold, retain or deduct a certain amount from any of the Client's accounts with the Bank to cover the Client's indebtedness to the Bank under this clause. This indemnity shall remain in effect even if the GBA Northbound WMC Remittance Account Service is terminated.

12. 可分割性 Severability

本條款及細則的各項條款均是獨立的並獨立解釋。即使任何條款因任何司法管轄區的法律規定而成為非法、無效或不能強制執行，其余條款的合法性、有效性或可強制執行性均不受任何影響。

If at any time any of these Terms and Conditions is or becomes illegal, invalid or unenforceable in any respect under the applicable laws of any jurisdiction, such illegality, invalidity or unenforceability shall not affect the validity of any other terms and conditions.

13. 管轄法律、司法管轄權及有效文本 Governing Law, Jurisdiction and Version

13.1 本條款及細則及本條款及細則項下雙方的權利和義務受香港法律管轄並按照香港法律解釋。

These Terms are governed by and shall be construed in accordance with the laws of Hong Kong.

13.2 各訂約方接受香港法院的非專屬司法管轄。本行可於客戶擁有資產的任何其他司法管轄區法院採取強制執行行動及展開訴訟。在法律允許的情況下，本行可同時於任何數目的司法管轄區展開訴訟。客戶僅可於香港法院提出訴訟。

Each party submits to the non-exclusive jurisdiction of the courts of Hong Kong. The Bank may take enforcement action and commence proceedings in the courts of any other jurisdiction in which the Client has assets. Where permitted by law, the Bank may commence proceedings in any number of jurisdictions simultaneously. Proceedings may only be brought by the Client in the courts of Hong Kong.