

**Cross-boundary Wealth Management Connect (Southbound)**

**Customer Agreement**

**跨境理财通(南向通)客户协议**

**This Agreement is entered into between 本协议由以下双方签订:-**

- (A) **Name of Customer:** \_\_\_\_\_ (the “Customer”) of Address at \_\_\_\_\_ ;  
客户姓名: \_\_\_\_\_ (下称「客户」), 地址为 \_\_\_\_\_ 。
- (B) **Fubon Bank (Hong Kong) Limited (the “Bank”)** with the registered address at 38 Des Voeux Road Central, Central, Hong Kong.  
富邦银行(香港)有限公司 (下称「本行」或「富邦香港」), 注册地址为香港中环德辅道中 38 号。

In order to open the “**Multi-Currency Account for Cross-boundary WMC**” (which consists of **investment account** and the **related settlement account(s)**), and which, for simplicity, are collectively referred to as “**dedicated investment account**”) with Fubon Bank (Hong Kong) Limited, for the purpose of using Cross-boundary Wealth Management Connect Southbound Service (the “Service”), the Customer should read and comply with the terms and conditions of this Agreement, and be familiar with the rules and regulations applicable to Cross-boundary Wealth Management Connect (including but not limited to the guidance issued by the Hong Kong Monetary Authority relating to Cross-boundary Wealth Management Connect, and all Implementation rules and related documents issued by the supervisory authority of Mainland China for the Pilot Scheme of Cross-boundary Wealth Management Connect). The Bank provides the Cross-boundary Wealth Management Connect Southbound Service to the Customer in accordance with the terms and conditions of this Agreement. The Customer hereby instruct and authorize the Bank to open and maintain a dedicated investment account, and shall follow the terms and conditions of this Agreement as well as the procedures and other requirements as the Bank may specify from time to time to register for the Service, to enable the Bank to handle and process the related transactions under the Cross-boundary Wealth Management Connect Southbound Service for the Customer.

“**Cross-boundary Wealth Management Connect Southbound Service**” means the cross-boundary wealth management connect southbound service provided by the Bank under the Cross-boundary Wealth Management Connect under which the Customer, as an individual who meets the eligibility requirements prescribed by the Bank and the Applicable Requirements from time to time, can invest in the Eligible Products distributed by the Bank in Hong Kong.

**By signing this Agreement, the Customer confirm that he/she has read, understood and agreed to the below terms and conditions: -**

为通过与富邦银行(香港)有限公司开设“**跨境理财通综合货币储蓄户口**”(包括**投资户口**及有关**结算户口**,为简化在以下统称为“**投资专户**”)使用**跨境理财通(南向通)服务**(「**本服务**」),客户应事先阅读并遵守本协议之条款及细则,及熟悉与跨境理财通的相关法规和指引(包括但不限于香港金融管理局就跨境理财通所发出的指引,以及内地监管机构所公布有关跨境理财通业务试点实施细则及相关的资料文件)。本行乃依据本协议为客户提供跨境理财通(南向通)服务。客户谨此指示及授权富邦香港以客户姓名开立并维持一个「**投资专户**」,并根据本协议列明之条款及细则和按照富邦香港不时订明之程序及其他要求登记本服务,在香港地区为客户处理并进行跨境理财通(南向通)项下之相关交易。

「**跨境理财通南向通服务**」指本行根据跨境理财通向客户提供的跨境理财通南向通服务,客户作为符合本行及适用规定不时订明的资格条件个人,可投资于本行在香港发行的合资格产品。

**现客户签署本协议确认已阅读、明白及同意以下条款及细则:-**

**1. Notification to the Customer relating to Cross-boundary Wealth Management Connect Scheme (Southbound) by Fubon Bank (Hong Kong) Limited**

富邦银行(香港)有限公司致各客户有关跨境理财通(南向通)的通知

- 1.1 Banking Relationship and Scope of Service:** Under the Cross-boundary Wealth Management Connect Scheme (the "WMC"), in order to form a one-to-one matching with the relevant account with the Mainland partner bank and ensure a closed-loop funds flow, Fubon Bank (Hong Kong) Limited (the "Bank") shall open a dedicated investment account for our Customer to conduct the Southbound Scheme investment activities, even if he/she already has an account with the Bank. The Customer's instructions and the Bank's processing of such instructions are subject to the Applicable Requirements and other requirements as the Bank may specify from time to time. The Bank will only act upon a Customer's instructions as soon as reasonably practicable after receiving all necessary instructions, funds and documents as the Bank may specify. Once an instruction is in process, it is irrevocable by the Customer, save with the Bank's consent.

The Bank may offer the Cross-boundary Wealth Management Connect Southbound 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: (i) introduce new services, or vary, suspend or withdraw any existing services; (ii) specify or vary the scope of the Cross-boundary Wealth Management Connect Southbound Service; (iii) set or vary business days, service hours and the daily cut-off time for the Cross-boundary Wealth Management Connect Southbound Service.

- 1.2 Roles and responsibilities of the Mainland partner bank and the Bank:** Under the WMC (Southbound) Scheme, Mainland partner bank undertakes the cross-boundary funds remittances and transfers through **dedicated remittance accounts**, and the Bank undertakes the sale of eligible wealth management products, including the opening of **dedicated investment accounts** for the Customer. The Bank undertakes to provide reasonable written notice to the Customer if there is any material change in the nature of services to be provided to the Customer by the Bank, or the services available to the Customer.
- 1.3 Closed-loop Funds Flow:** Under the WMC (Southbound) Scheme, monies remitted from the Customer's **dedicated remittance account** to Hong Kong will only be credited to the **dedicated investment account** of the Customer with the Bank (in the same name, to which the **dedicated remittance account** is bound). Monies (including the investment returns arisen from the Southbound Scheme) remitted from Hong Kong back to the **dedicated remittance account** can only be from such **dedicated investment account**.

**银行关系及服务范围:** 跨境理财通下, 不论客户是否已于本行持有任何帐户, 为与有关内地伙伴银行帐户进行「一对一」配对及绑定, 并确保资金闭环流动, 富邦银行(香港)有限公司(下称「本行」或「富邦香港」)将为客户开立**投资专户**进行南向通投资活动。客户的指示及本行处理有关指示受适用规定及本行不时订明的其他规定约束。本行仅会在收到本行可能指明的所有必要指示、资金及文件后在实际可行情况下尽快按照客户指示行事。除非获得本行事先同意, 客户不可撤回向本行发出的任何指示。

本行可按不时订明之条款及细则提供跨境理财通南向通服务。本行有权不时进行以下各项(或其中任何一项)而无须事先发出通知: (i) 推出新的服务或更改、暂停或撤销任何现有服务; (ii) 订明或更改跨境理财通南向通服务之范围; (iii) 设置或更改跨境理财通南向通服务之营业日、服务时间及每日截止时间。

**内地伙伴银行及本行的角色及责任:** 跨境理财通(南向通)下, 内地伙伴银行将负责透过**汇款专户**进行资金跨境汇划, 本行负责合资格理财产品的销售, 包括为客户开立**投资专户**。本行承诺, 如向客户提供或客户可使用的服务有重大改变, 本行将为客户提供合理书面通知。

**资金闭环:** 跨境理财通(南向通)下, 客户自**汇款专户**汇入香港的款项只能拨至于本行已绑定的同名**投资专户**中。客户自香港汇出至内地伙伴银行**汇款专户**的款项(包括南向通下的投资回报)也只能来自该**投资专户**。

**1.4 Cross-boundary remittance should be conducted in Renminbi (“RMB”):** All cross-boundary remittances between dedicated remittance account and dedicated investment account should be conducted in RMB. Dedicated investment account maintained by the Bank should only receive inward remittance of RMB funds from or conduct cross-boundary outward remittance of RMB funds to dedicated remittance accounts. Regardless of the settlement currencies of the eligible wealth management products being invested, funds should be converted into RMB when Customers exit their investments and remitted back to the dedicated remittance account.

**1.5 Eligible Wealth Management Product:** Under the WMC (Southbound) Scheme, the eligible wealth management products available to the Customers include investment products assessed as "non-complex" and "low" to "medium" risk by the Bank and Deposits in Renminbi, Hong Kong dollars and foreign currencies. The Bank may extend or reduce the types and numbers of eligible wealth management products with reference to the latest requirements laid down by the relevant regulatory authorities from time to time, and any change in risk rating in the course of the Bank's ongoing product due diligence.

The Customer is free to choose from the eligible wealth management products provided by the Bank under Wealth Management Connect, and the Bank shall not provide any solicitation and recommendation to the Customer relating to the eligible wealth management products. The Bank would only disclose relevant key information, including product nature and risks.

**1.6 Ongoing Product Due Diligence:** The Bank shall conduct ongoing product due diligence on the eligible wealth management products distributed through Southbound Scheme. If the Bank adjusts upward the product risk rating of any of the eligible wealth management products currently held by the Customers, the Bank shall disclose the circumstances to such Customers and may, in some cases, seek further instructions from the Customers.

**须以人民币进行跨境汇款:** 所有在汇款专户和投资专户之间的跨境汇款, 必须以人民币进行, 本行的投资专户只能接收由汇款专户汇入的人民币款项, 或向汇款专户汇出人民币款项; 无论客户投资的合资格理财产品结算货币为何, 退出投资并把资金汇回汇款专户时, 须把资金兑换回人民币。

**合资格理财产品:** 跨境理财通(南向通)下, 客户可选择投资的合资格理财产品包括本行评定为「低」至「中」风险及「非复杂」的投资产品, 及人民币、港元和外币存款。本行可能按照有关监管机构不时厘定的最新要求、及任何对合资格理财产品持续产品尽职审查时进行之风险评级调整, 增加或减少合资格理财产品之种类及数量。

客户可自由选择本行在跨境理财通提供的合资格理财产品, 本行并不会就合资格理财产品进行任何招揽或建议。本行只会披露有关的重要资料, 包括产品的性质及风险。

**持续产品尽职审查:** 本行将为所售卖的南向通合资格理财产品进行持续产品尽职审查。如本行调高任何客户正在持有的合资格理财产品之风险评级, 本行将向该等客户披露有关情况, 并在个别情况, 向客户征求进一步指示。

**1.7 Aggregate Quota Control:** The remittance from the Mainland to Hong Kong and Macao under the Southbound Scheme is subject to the aggregate quota requirements, or any other amount as published by the relevant Regulatory Authorities from time to time. At any time, the cumulative net remittance to Hong Kong and Macao under the Southbound Scheme (meaning the cumulative remittances to Hong Kong and Macao under the Southbound Scheme minus the cumulative remittances back to the Mainland under the Southbound Scheme) should not exceed the aggregate quota. The usage of aggregate quota will be published by the PBoC Guangzhou and Shenzhen Branches on each trading day on their websites. When the usage of the aggregate quota under the Southbound Scheme reaches its upper limit, or as required by any relevant Regulatory Authorities, the Bank will refuse to accept the Customer's inward remittance instruction to Hong Kong and only proceed with outward remittance instruction back to the Mainland under the Southbound Scheme.

**1.8 Individual Quota Control:** The remittance from the Mainland to Hong Kong under the Southbound Scheme is subject to the individual quota requirements. The individual quota is initially set as RMB 1 million, or any other amount as published by the relevant Regulatory Authorities from time to time. At any time, the cumulative net remittance to Hong Kong and Macao under the Southbound Scheme (meaning the cumulative remittances to Hong Kong and Macao under the Southbound Scheme minus the cumulative remittances back to the Mainland under the Southbound Scheme) should not exceed the individual quota. When the usage of the individual quota under the Southbound Scheme reaches its upper limit, or as required by any relevant Regulatory Authorities, the Bank will refuse to accept the Customer's inward remittance instruction to Hong Kong and only proceed with outward remittance instruction back to the Mainland under the Southbound Scheme.

Save as to manifest error, the Customer agrees to be bound by the calculation by the Mainland partner bank of the usage of individual investor quota in good faith in accordance with the system record and regulatory requirements.

**1.9 Maintenance of Transaction Record and Disclosure to Regulatory Authorities:** The Bank shall maintain transaction records of the Customer's **dedicated investment account**, including but not limited to the inflow and outflow of funds, trading of eligible wealth management products and interest/dividend income, for compliance review and auditing by the relevant regulatory authorities on the Mainland and in Hong Kong.

**总额度限制:** 通过南向通汇入至香港及澳门的资金受总额度限制，并以有关监管机构不时公布的数字为准。在任何时间，累计通过南向通流入香港及澳门的资金净额（指经南向通流入香港及澳门的资金累计总额减去经南向通由香港及澳门流出的资金累计总额）不可多于总额度。额度使用情况由中国人民银行广州分行及深圳市中心支行在每个工作日通过官方网站公布。当南向通额度达到上限时，或受有关监管机构要求时，本行将拒绝为客户处理南向通资金跨境汇款到香港的指示，并只会办理南向通资金汇返内地。

**个人额度限制:** 通过南向通汇入至香港的资金受个人额度限制。个人额度暂定为 100 万元人民币，并以有关监管机构不时公布的数字为准。在任何时间，累计通过南向通流入香港及澳门的资金净额（指经南向通流入香港及澳门的资金累计总额减去经南向通由香港及澳门流出的资金累计总额）不可多于个人额度。当南向通个人额度达到上限时，或受有关监管机构要求时，本行将拒绝为客户处理南向通资金跨境汇款到香港的指示，并只会办理南向通资金汇返内地。

除有明显错误外，客户同意受制于内地伙伴银行根据系统纪录及监管要求诚意计算的额度使用量。

**保存交易记录及向监管机构提供交易记录:** 本行将保存客户的**投资专户**之交易纪录，包括但不限于资金进出、合资格理财产品买卖、利息收入等，以供内地及香港监管机构作合规检查及审计用途。

**1.10 Non-compliance by the Customer:** The Bank may file a report with the HKMA immediately upon becoming aware of any non-compliance of any requirements or relevant regulations by the Customer. Upon instruction by HKMA, the Bank may take any follow-up actions in relation to the Customer's **dedicated investment account** under Wealth Management Connect. Such follow-up actions by the Bank and/or the Mainland partner bank include but not limited to suspending or revoking the Customer's eligibility to engage in Wealth Management Connect, disposing of the products held by the Customer, terminating the Customer's **dedicated investment account**, allowing the Customer to hold the products until redemption at maturity while forbidding the Customer from investing in any new products, etc.

## 2. Representation and Declaration by the Customer 客户的陈述及声明

**2.1 Representation of Only WMC Activity (Southbound):** The Customer declares that the current application is his/her only Wealth Management Connect (Southbound Scheme) activity in Hong Kong. Other than the Bank, the Customer has not opened any other dedicated investment account with other banks in Hong Kong. The Customer agrees that the Bank has the right to reject his/her application and charge him/her against any administrative costs and fees incurred in this application if this declaration is subsequently discovered to be incorrect.

**2.2 Determination of eligibility by the Mainland Partner Bank:** The Customer unconditionally agrees with the determination by the Mainland partner bank of his/her eligibility to participate in the Wealth Management Connect as an investor based on the information he/she has provided.

**2.3 Beneficial Ownership:** The Customer declares that he/she is opening an account under Wealth Management Connect with the Bank in his/her personal capacity. The monies to be transferred into the account are owned by himself/ herself legally and beneficially. The Customer also declares and undertakes that he/she shall not authorize a third party to operate the account.

**2.4 Provision of True, Complete and Up-to-Date Personal Details for the Bank's "Know Your Customer":** The Customer declares that he/she has provided true, complete and most updated information to the Bank and the Mainland partner bank under Wealth Management Connect. If there is any material change to the information provided to the Bank and the Mainland partner bank under Wealth Management Connect, he/she undertakes to promptly notify the Bank and the Mainland partner bank.

**客户违规情况:** 本行发现客户违反相关规定或相关法规后将即时向香港金融管理局汇报。在香港金融管理局指示下, 本行可能就客户于跨境理财通下的**投资专户**作出跟进。本行及/或内地伙伴银行的跟进措施包括但不限于暂停或取消客户参与跨境理财通的资格、出售客户持有的产品、注销客户的**投资专户**、容许客户继续持有资产直至到期赎回但不能再投资新产品等。

**唯一的跨境理财通(南向通)业务声明:** 客户声明本申请是他/她在香港唯一的跨境理财通(南向通)业务。除本行外, 客户未有与其他香港银行开立**投资专户**。如稍后本声明被发现并非属实, 客户同意本行有权拒绝本申请, 并向他/她收取因本申请引起的任何行政成本及费用。

**内地伙伴银行就客户的投资者身份资格决定:** 客户无条件同意内地伙伴银行根据他/她提供的资料就他/她以投资者身份参与跨境理财通的资格所作出的决定。

**实际拥有权:** 客户向本行声明, 以个人名义开设跨境理财通账户。客户对将汇入该账户的金钱具名义上及实际的拥有权利。客户声明及承诺将不授权第三方操作其账户。

**提供真实、完整及最更新资料作「了解你的客户」的用途:** 客户声明他/她在跨境理财通下向本行及内地伙伴银行提供真实、完整及最更新资料。如客户提供于本行及内地伙伴银行的资料有任何重大变化, 客户承诺将尽快通知本行及内地伙伴银行。

**2.5 Duty to Update the Bank of Change in Personal Details:**

The Customer agrees that in his/her banking relationship with the Bank, there is a continuing obligation to update the Bank of his/her personal data. Therefore, information or data provided under the current application may override any of his/her existing information or data held by the Bank. The Customer agrees to inform the Bank as soon as there is any change in his/her personal details (including but not limited to any change in status of Vulnerable Customer). All the consequences caused by the Customer's failing to timely update his/her personal data shall be borne by the Customer (including but not limited to causing the Bank unable to provide or incur error or the matching account is compromised or stolen). Further, the Customer is not allowed to cancel or refuse to pay for the transaction based on such reason.

**2.6 Representation of Non-Vulnerable Customer:**

The Customer represents and declares to the Bank that he/she is not a Vulnerable Customer at the time of applying for the account. The Customer agrees and accepts that, if, due to changes in personal circumstances, the Customer becomes a Vulnerable Customer, the Bank may deal with the account depending on the actual situation. In extreme cases, the Bank has the right to refuse to provide any WMC services to the Customer, and request the Customer to dispose of the products held by the Customer, terminate his/her **dedicated investment account** and **dedicated remittance account**, and/or withdraw monies from the relevant account.

**2.7 Risk Profile Matching by the Bank:**

The Customer agrees with the Bank's risk profiling of him/herself, the risk rating of the eligible investment product and the conduct of risk matching of his/her risk profiling and the eligible investment product chosen by him/herself. In the case of risk mismatch (meaning the risk rating of the product is higher than his/her risk profiling result), the Bank shall alert him/her of such risk mismatch. The Customer agrees and confirms irrevocably that the Bank will not proceed with any such transaction as a result.

**2.8 Restriction on Dedicated Investment Account:**

The Customer agrees that the funds in the **dedicated investment account** will only be used to purchase eligible wealth management products or be remitted back to the **dedicated remittance account** under Wealth Management Connect. The Customer understands that he/she is not allowed to, and the Bank will refuse any of his/her instructions to, transfer funds from the **dedicated investment account** to other accounts (whether in Hong Kong or otherwise), withdraw cash from the **dedicated investment accounts** or use the funds in the **dedicated investment accounts** for purposes such as pledging the amounts or using the amounts as leverage or guarantee.

向银行更新个人资料的责任：客户同意在与本行的关系下，客户有持续责任须不时向本行更新他/她的个人资料。因此，本申请下提供的资料或数据可能会盖过客户现时于本行保存的资料或数据。客户同意在他/她的个人资料有任何更改将尽早知会本行(包括但不限于弱势社群客户的身份改变)。因客户未及时更新导致的一切后果，均应由客户自行承担(包括但不限于导致本服务为无法提供或提供时发生任何错误或绑定银行账户被盗用)，且客户不得以此作为取消交易或拒绝付款的理由。

非弱势社群客户声明：客户向本行陈述及声明，于开立账户时，他/她并非弱势社群客户。客户同意及接受，如因个人情况改变，客户成为弱势社群客户，本行可能会视情况而定处理客户的账户。在极端情况，本行有权拒绝为他/她提供跨境理财通服务，及要求客户出售他/她持有的产品、注销他/她的投资专户和汇款专户、及/或提取有关账户的资产。

风险状况评估比对：客户同意本行对他/她的风险状况作出的评估、对合格投资产品作出的的风险评级及对客户风险状况及客户选择的合格投资产品的风险评级作出比对。当出现风险错配(即该产品的风险评级高于客户的风险状况评估结果)时，本行将提醒他/她。客户不可撤销地同意本行将因此而不为他/她执行该交易。

投资专户的限制：客户同意在跨境理财通下，客户的**投资专户**只会用作购买合格的理财产品，或原路汇回**汇款专户**。客户同意他/她不被允许、并本行将拒绝他/她的指示，把**投资专户**的资金划转至其他账户(包括非香港的账户)、从**投资专户**提取现钞、把**投资专户**的资产作质押、杠杆、保证等用途。

### 3. Fees, charges, expenses and costs

#### 费用、手续费、佣金、支出和成本

3.1 Under the WMC, the Bank, the Bank's correspondent, agent and sub-agent, and the Mainland partner bank may charge the Customers for the cross-boundary remittance services provided. The Bank shall have no control over the amount and mode of charging the remittance fees by the aforementioned third parties. As for the remittance fees charged by the Bank, the Bank shall publish the amount in the "List of Service Charges", and have the right to deduct the relevant amount from the dedicated investment accounts under WMC. Due to the remittance fees charged by the Bank and the Mainland partner bank, the amount available for investment that is actually received in the **dedicated investment account** may not be RMB 1,000,000 in full.

3.2 The Bank undertakes to notify the Customer in writing within reasonable time should there be any changes to the fees to be charged by the Bank against the Customer as published on the "List of Service Charge".

### 4. **Complaint Handling Procedures**

#### **投诉处理机制**

4.1 The Bank shall refer any enquiries or complaints relating to the cross-boundary funds remittance under Southbound Scheme to the Mainland partner bank for its follow-up. The Bank shall provide all necessary assistance, including but not limited to providing the Customer's personal information, contact methods and account information to the Mainland partner bank for the purposes of following up. In any event, the Bank shall not provide any assurance regarding the response time or follow-up actions by the Mainland partner bank.

### 5. **Risk Disclosure relating to Wealth Management Connect Scheme (Southbound)**

#### **有关跨境理财通(南向通)的风险声明**

5.1 Apart from the general risks arisen from investment activities, the Customer (as an investor) may bear the following risks for trading under the Southbound Scheme due to Aggregate Quota control:

#### **Major risks**

##### **(1) Quota limits**

The Cross-boundary WMC is subject to both the aggregate and individual quota limits. If a quota is exhausted, the bank may suspend at any time the remittance of funds from an investor's dedicated remittance account to his dedicated investment account. (However, investors can still remit funds back to the dedicated remittance account, or remit funds in the dedicated remittance account to other local accounts where no cross-boundary remittances are involved.)

在跨境理财通下，本行、本行的联络人、代理人及分代理人及内地伙伴银行可能会就跨境汇款服务征收费用。本行无权控制上述第三者就该费用之金额及收费模式。就本行征收之费用，本行将在本行之「服务收费表」刊登费用金额，并有权在客户除跨境理财通投资专户扣除相关费用。因本行及内地伙伴银行征收之跨境汇款服务费用，客户实际于**投资专户**的可投资金额可能会不足人民币一百万元。

本行承诺，如本行之「服务收费表」刊登的费用金额有任何更改，本行将于合理时间通知客户。

本行将转介任何有关南向通下跨境汇款的查询或投诉至内地伙伴银行以作跟进。就此，本行将为客户提供一切合适的协助，包括但不限于提供有关客户个人资料、联络方式及账户资料予内地伙伴银行作跟进用途。无论如何，本行将不就内地伙伴银行对有关查询或投诉的回应时间及处理方法作出保证。

除一般投资活动风险外，客户(作为投资者)通过南向通进行交易因总额度限制而必须承受的风险包括：

#### **主要风险**

##### **(1) 额度限制**

跨境理财通设有总额度及个人额度限制。倘若额度用尽，银行可能随时暂停为投资者从汇款专户汇出款项至投资专户。(但投资者仍可可将款项汇回汇款专户，也可以把汇款专户内的资金在不涉及跨境汇款的情况下汇出至其他当地户口。)

**(2) Different market conventions and practices on the Mainland and in Hong Kong**

The classification and naming of wealth management products in Hong Kong (including SFC-authorized funds), may differ from those on the Mainland. Investors should refer to the offer documents and related disclosures of Hong Kong wealth management products for details on the features and investment strategies of the wealth management products, and should not rely solely on the product name or classification in making an investment decision.

**(3) Investment risk**

Investment products involve investment risks. They may sometimes experience substantial price volatilities and even become valueless. Transacting in investment products may not necessarily yield a profit but incur losses instead.

**(4) Currency risk**

All cross-boundary remittances under the Cross-boundary WMC are conducted in renminbi. Investors holding investments denominated in currencies other than renminbi may also face currency exchange risk arising from renminbi exchange rate fluctuations. As with any other currencies, the exchange rate of renminbi may go up as well as down.

**Other related risks**

- (1) Delay in Transaction:** the Customer may be unable to conduct outward remittance or the planned investment activities under the Southbound Scheme without notice in advance. The Customer may suffer a delay in conducting the planned transaction, or inability to undergo the planned transaction at all until further notice by the Bank. The Customer may be unable to profit from the eligible wealth management products under the Southbound Scheme.
- (2) Exchange rate risks:** if the planned transaction is delayed due to the aggregate quota limitation, the depreciation in the exchange rate from RMB may have impact (whether positively or adversely) on the value of the eligible wealth management products denominated in currencies other than RMB.
- (3) General currency risks of RMB:** RMB is currently not freely convertible. The conversion of assets held in RMB to other currencies (including HKD and USD) by the Customer in the Mainland may be subject to policy restrictions relating to Renminbi and other regulatory requirements in Hong Kong. The Bank does not guarantee that RMB will not depreciate. The value of RMB is subject to the risk of currency exchange rate fluctuation. Customer will bear the risk of RMB exchange rate fluctuations which may cause profit or loss if customer chooses to convert RMB to HKD or other currencies. RMB is currently subject to regulatory and foreign exchange restrictions (which might be changed from time to time).

**(2) 内地与香港市场有不同惯常做法**

香港理财产品（例如香港证监会认可的基金）的分类及名称可能与内地投资产品所采用的分类及名称有所不同。投资者应参阅香港理财产品的销售文件及有关资讯，了解有关理财产品的特点及所采取的投资策略，而不应单凭产品名称或分类而作投资决定。

**(3) 投资风险**

投资产品涉及投资风险，投资产品价格有时可能会非常波动。投资产品价格可升可跌，甚至变成毫无价值。买卖投资产品未必一定能够赚取利润，反而可能会招致损失。

**(4) 货币风险**

投资产品涉及投资风险，投资产品价格有时可能会非常波动。投资产品价格可升可跌，甚至变成毫无价值。买卖投资产品未必一定能够赚取利润，反而可能会招致损失。

**其他相关风险**

- (1) 交易延误风险：**在未得到事前通知的情况下，客户于交易当日可能无法进行南向通跨境汇款及进行计划的南向通投资活动。客户可能因而延误计划的交易，甚或无法进行计划的交易，直至本行另行通知。客户亦可能因此无法在南向通理财产品市场获利。
- (2) 汇率风险：**如因以上总额度限制情况客户计划的交易受延误，而人民币兑换价格贬值，则以除人民币计算的合资格理财产品投资价值可能会受影响（不论正面或负面）。
- (3) 人民币一般货币风险：**目前人民币并非可自由兑换，客户在内地持有的人民币资金与其他货币（包括港元及美元）的兑换受到与人民币有关的政策及其他监管要求限制，本行并不保证人民币并不会贬值。人民币的价值须承受因汇率波动而产生的风险。客户如把人民币兑换为港币或其他外币，可能因人民币汇率的变动而出现利润或亏损。目前人民币受到监管及外汇管制的限制（可不时更改）。



In addition to the main and other related risks in the above, Customer (as investors) should refer to the offer documents and related disclosures of the Hong Kong wealth management products concerned for the information about their risks.

## 6. Liability and Indemnity 法律责任及弥偿

6.1 Neither the Bank nor any of the Bank's officers, employees or agents shall be liable to the Customer for any loss or damage suffered by the Customer or any claim lodged by a third party arising out of or in connection with any act or omission in relation to the dedicated investment account unless such loss results from the fraud, gross negligence or willful default of the Bank or any of the Bank's officers, employees or agents.

6.2 The Customer agrees to indemnify on demand the Bank and the Bank's officers, employees and agents against all costs, claims, liabilities and expenses arising out of or in connection with the lawful performance of the Bank's duties or discretion in relation to the dedicated investment account or arising out of or in connection with any such act or omission.

6.3 The Bank will not be responsible for any acts, omissions or the conduct of business under the Wealth Management Connect by the Mainland partner bank, the Bank's correspondent, agent and sub-agent.

6.4 In communicating with the Customer, providing notice(s) to the Customer and obtaining instructions from the Customer, the Bank shall endeavor to contact the Customer by the official means of communication to the contact methods provided by the Customer, in reasonable time and commercially reasonable manner. The Bank shall be entitled to rely on any instructions ostensibly given by the Customer through the above means. In any event, the Bank shall not be responsible or liable for any loss or damages of any kind, in carrying out the instructions ostensibly given by the Customer or failing to obtain instructions from the Customer.

## 7. General Clauses 一般条款

7.1 **Governing Law and Jurisdiction:** This Agreement is governed by and construed in accordance with the Laws of Hong Kong Special Administrative Region. The Customer agrees to submit any disputes arising from this Agreement to the exclusive jurisdiction of the Courts of Hong Kong Special Administrative Region.

7.2 **Investor Protection:** The transactions carried out under the Southbound Scheme in the **dedicated investment account** are subject to the protection of laws and regulations and regulatory regimes of Hong Kong.

7.3 **Language:** This Agreement is written in Chinese and English versions. Should there be any inconsistency between the two, the English version shall prevail.

除上述主要和其他相关风险外，客户(作为投资者)亦应参阅香港理财产品的销售文件及有关资讯，了解个别产品的风险。

本行或本行的任何高级人员、雇员或代理人，毋须为关于**投资专户**的任何作为或不作为所导致客户蒙受的任何损失或损害，向客户承担任何法律责任或第三方提出的索偿，除非因本行或本行的任何高级人员、雇员或代理人的欺诈行为、重大疏忽或故意违责所致，则作别论。

客户同意应要求，就合法履行本行与**投资专户**有关的职权或酌情决定权或任何有关行为或遗漏所产生或有关的一切费用、申索、债务及支出，而向本行及本行的高级人员、雇员及代理人作出弥偿。

本行将不为内地伙伴银行、本行的联络人、代理人及分代理人的行为、遗漏或从事跨境理财通业务的行为负责。

在本行与客户的沟通、提供客户通知及提取客户的指示时，本行将尽力与客户通过官方渠道透过客户提供的联系方式在合理时间及商业上合理的方式联系。本行有权依赖客户透过以上方式表面上提供的指示。无论如何，本行将不为执行客户的指示或无法提取客户的指示而负责或承担任何损失或赔偿责任。

**管辖法律：**本协议受香港特别行政区法律管辖及解释。客户同意香港特别行政区就本协议的争议具排他性管辖权。

**投资者保障：**南向通投资者在**投资专户**的交易受香港特别行政区法规和监管制度下保障。

**语言：**本协议以中文及英文订立。如两者有任何不一致，概以英文版本为准。

- 7.4 Precedence:** This Agreement is governed by the “Global Terms and Conditions for Accounts and Services of the Bank” (the “**Global Terms**”) and any other terms and conditions on the Application Form for Accounts and Services (the “**Application Terms**”). If there is any inconsistency between this Agreement, the Global Terms and the Application Terms, this Agreement shall take precedence in governing the banking relationship between the Customer and the Bank under WMC and the rights and obligations of the Customer. The Application Terms would then take precedence over the Global Terms.
- 7.5 Amendment:** The Bank shall have the right to amend this Agreement from time to time by serving adequate notice to the Customer in the means as required by the relevant Regulatory authorities. By continuing to use the services under WMC, the Customer is deemed to agree to such amendment.
- 7.6 Severability:** If a provision of this Agreement is or becomes illegal, unenforceable, or invalid in any jurisdiction, it shall not affect (1) the enforceability or validity in that jurisdiction of any other provision of this Agreement, or (2) the enforceability or validity in other jurisdictions of that or any other provision of this Agreement.

**优先条款：**本协议受本行的《统一账号及服务条款》（下称“**统一条款**”）及账户及服务申请书的其他条款（下称“**申请条款**”）管辖。如本协议与统一条款及申请条款有任何不一致，本协议为管辖客户与本行在跨境理财通下的银行关系及客户的权责优先的协议。申请条款将优先于统一条款。

**修改：**本行有权不时修改本协议，并将按有关监管机构要求之方式充分地通知客户。如客户继续使用跨境理财通下的服务，客户将被视为同意有关修改。

**可分割性：**如本协议下的任何条款在任何司法管辖区为不合法、无法执行或无效，将不影响：（1）本协议其他条款在该司法管辖区的执行性及有效性；或（2）本协议该条款或其他条款在其他司法管辖区的执行性及有效性。

**The Customer confirms 客户确认\*:-**

# I do not currently maintain any accounts with the Bank, including personal account, joint name account and securities account.  
本人现时于富邦香港并没有持有任任何账户，包括个人户口、联名户口及证券户口。

# I am currently a holder of the following account:-  
本人现时于富邦香港正持有以下账户:-

Account type 账户类型: \_\_\_\_\_  
(Account Number 账户号码: \_\_\_\_\_)

#: Please select the applicable statement. 请选择适用的陈述。

I undertake that in conducting the WMC activities, I will be using my own funds in purchasing eligible wealth management product. I have not collected, and will not collect funds belonging to another or use funds belonging to another for investment activities. I also confirm that I have actively approached the Bank to conduct the WMC activities.

本人承诺在办理跨境理财通业务时，将使用自有资金购买合资格理财产品。本人并无、也不会募集他人资金或使用其他非自有资金进行投资等行为。本人并且确认本人主动向富邦香港申请办理跨境理财通业务。

I agree with the Bank sending to and receiving from the Mainland partner bank any data and information relating to myself for the limited purpose of conducting “Know Your Customer”, customer verification and/or confirmation of account opened. I understand my personal data may not be protected to the same or similar level in Hong Kong. I also confirm that I have been notified to read the Privacy Policy Statements and the Personal Information Collection Statements (or equivalent documents serving the same purpose) (if any) of the Mainland partner bank if necessary.

本人同意富邦香港可向内地伙伴银行传送及自内地伙伴银行接收任何有关本人的资料及数据，作「了解你的客户」、客户核实及/或账户确认的有限用途。本人同意，本人的个人资料在资料接收方的管辖区可能不一定与香港受同等或相似程度的保护。本人确认本人被告知，如有需要我可以阅读内地伙伴银行的私隐政策声明及个人资料收集声明（或合乎同等目的之文件，如有）。

I explicitly agree to the transfer of any information or data relating to my transactions under the Wealth Management Connect (Southbound Scheme), including but not limited to the inflow and outflow of funds, trading of eligible wealth management products and interest/dividend income, to the relevant regulatory authorities in Hong Kong and the Mainland China by the Bank for compliance review and auditing.

本人明确同意富邦香港把跨境理财通(南向通)下之交易资料或数据，包括但不限于资金进出、合资格理财产品买卖、利息收入等，转交内地及香港有关监管机构作合规检查及审计用途。

I understand that the Bank has no control over the usage of the aggregate quota. I have been explained in detail the possible impact of the restrictions and the associated risks.

本人明白富邦香港在总额度的使用量并无控制权。本人已就总额度的限制对客户可能的影响及相关的风险得到详细解释。

I agree that the Bank has explained to me, and I have understood, the requirements of the Wealth Management Connect (including the roles and responsibilities of the Mainland partner bank and the Bank, closed-loop funds flow and two-way funds transfer requirement, and complaint handling mechanisms), investors responsibility, associated risks, disclosure of information to relevant regulatory authorities and handling of non-compliance or breaches by investors upon identification.

本人同意富邦香港已向我解释，并本人已清楚明白跨境理财通下的规定(包括内地伙伴银行及富邦香港分别的角色及责任、资金闭环和原路往返要求、投诉机制等)、投资者责任、所涉及的风险、向相关监管机构披露的讯息、以及一旦发现投资者有违规情况的处理。

- I confirm that this Agreement has been reviewed and understood, and confirm that it forms part of my application documents to the Bank. I understand and accept this Agreement and also the characteristics, restrictions and risks involved in using the Service herein provided by the Bank. I understand and represent that I am an eligible investor under the Wealth Management Connect. I agree and accept to comply with the applicable laws, rules and regulations of Mainland China and Hong Kong governing the Wealth Management Connect and related matters. I confirm that I have been asked to obtain independent legal advice, if necessary.

本人确认已细阅及理解本协议，并确认本协议为本人向富邦香港的申请文件一部分。本人理解及接受本协议及富邦香港就此向客户提供本服务的特点、限制及风险。本人保证及声明，就跨境理财通而言，本人为合资格投资者。本人同意及接受，应遵守管辖跨境理财通及所有相关事项之内地及香港法律、规则及法规。本人确认已被告知如有需要可寻求独立法律意见。

- I acknowledge that the documents and platforms provided by the Bank (including but not limited to account opening documents, terms and conditions, transactional documents, official website and electronic banking platforms) may be written in English, Traditional Chinese and/or Simplified Chinese languages. I accept that the Bank is not under any obligations to provide translation to any of the documents and platforms mentioned above.

本人确认富邦香港为我提供的文件及平台（包括但不限于开户文件、条款及细则、交易文件、官方网站及网上理财平台）可能以英文、繁体中文及/或简体中文版本撰写。我接受富邦香港并无责任为我翻译以上所述的文件及平台。

By signing on the below, I consent to the Bank relying on this Agreement for my banking relationship with the Bank under Wealth Management Connect and other relationships with the Bank. I also agree that, if any of the Representations and Declarations made by me are found to be incorrect, the Bank is entitled to terminate any banking relationship with me.

本人同意在以下签署，并富邦香港可于本人于跨境理财通下与其之银行关系及其他关系依赖本协议。本人亦同意，如本协议中任何陈述或声明被发现为不正确，富邦香港有权终止与本人的银行关系。

**\*Please check the boxes to indicate agreement.**

**\*请在空格中加上「剔」号以表示同意。**

Signed by Customer 客户签署:-

Signed by Witness 见证人签署:-

\_\_\_\_\_  
Name 姓名:

\_\_\_\_\_  
Name 姓名:

ID Doc. No. 身份证号码

Occupation/Position 职业/职位:

Date 日期:

Address 地址:

Passport/ ID No. 护照/身份证号码:

Date 日期:

Signed by Fubon Bank Staff 富邦银行职员签署:-

\_\_\_\_\_  
Name 姓名:

Date 日期: