

致： 東方滙財證券有限公司  
香港上環干諾道中 168-200 號  
信德中心招商局大廈  
31 樓 3101, 17 及 18 室

To: Orient Securities Limited,  
Room 3101, 17&18, 31/F,  
China Merchants Tower, Shun Tak Centre,  
168-200 Connaught Road Central,  
Sheung Wan, Hong Kong

客戶名稱

Account Name: \_\_\_\_\_

戶口號碼

Account No.: \_\_\_\_\_

入境處檔案編號

Immigration Dept Ref: \_\_\_\_\_

(if applicable)

(如適用)

Version: 2015-01 版

資本投資者入境計劃（「計劃」）之補充協議  
Supplemental Agreement For Capital Investment Entrant Scheme ("the Scheme")

此補充協議是補充及依附東方滙財證券有限公司（下稱「東方滙財」）與客戶簽訂的現金客戶協議書。而此補充協議只適用於已參加依據香港特別行政區入境事務處之資本投資者入境計劃規則（下稱「計劃規則」）所規限的客戶。

This is a supplementary agreement to Cash Client Agreement of the Orient Securities Limited ("OSL"); for the client who has already joined the Scheme pursuant to the Rules for the Capital Investment Entrant Scheme (the "Scheme Rules") made by the Immigration Department of HKSAR.

本人，\_\_\_\_\_，現聲明本人將會申請/ 已申請/ 已加入該計劃。本人同意以下條款乃本人與東方滙財所訂定的現金客戶協議書的一部分，該等條款乃根據該計劃附件內計劃規則所指定的特定條文而定立。

I \_\_\_\_\_, hereby declare that I have an intention to apply for / have applied for / joined the Scheme and agree that the following provisions as specified in the Annex of the Scheme Rules form part of Cash Client Agreement entered with OSL.

1. 本人在東方滙財開立並按本人指示運作的帳戶號碼為 \_\_\_\_\_（「指定帳戶」），只可持有：
- (1) 指定金融資產(其定義按照入境事務處處長（「處長」）為施行計劃而公布的《計劃規則》中所指者)；
  - (2) 出售或以其他方式把指定金額資產變賣後所得的現金收益；
  - (3) 本人存入指定帳戶，用以投資於指定金融資產的現金；以及
  - (4) 指定帳戶內累積的現金股息或利息。

My account, no. \_\_\_\_\_ ("the designated account") opened with OSL and operated in accordance with my instruction, shall only hold:

- (1) Specified financial assets (as defined and referred to in the Scheme Rules published by the Director of Immigration ( "the Director" ) for the purpose of the Scheme);
  - (2) Cash proceeds of sale or other realization of Specified financial assets;
  - (3) Cash transferred to the designated account by me for investment in Specified financial assets; and
  - (4) Cash representing cash dividends or interest accruing in the designated account.
2. 本人存入指定帳戶的現金，以及出售或以其他方式把指定金融資產變賣後所得的現金收益，必須並按照《計劃規則》的規定投資或再投資於指定金融資產上。

All cash transferred to the designated account by me and all cash proceeds of sale or other realization of Specified financial assets shall be invested or re-invested in Specified financial assets in accordance with the Scheme Rules.

3. 東方滙財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：
- (1) 本人已從指定帳戶內提取任何資產(指定帳戶內累積的現金股息或利息除外);
  - (2) 本人發出指示，要從指定帳戶內提取任何資產(指定帳戶內累積的現金股息或利息除外);
  - (3) 本人沒有在下列期限內（或在當時施行的《計劃規則》所訂明的其他期限內），把出售或以其他方式將指定金額資產變賣後所得的收益，再投資於其他指定金融資產上：
    - (a) 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 個公曆日；
    - (b) 在計算上文(a)項所述的期限時：
      - (i) "立約日期" 指協議(不論是否書面協議)產生法律效力的日期；
      - (ii) 不包括所指的首日，但包括所指的最後一日。
      - (iii) 如該期限的首日/最後一日是星期日、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，該期限亦相應延長；
  - (4) 本人發出任何指示，要指定帳戶或該帳戶內的任何資產(指定帳戶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；
  - (5) (除了為保證付款而設定的留置權或東方滙財的正當收費和開支外)，本人已把指定帳戶內的任何資產(包括累積在該帳戶內並仍存於該帳戶的現金股息或利息(如有的話))進行押記、轉讓或以第三方為受益人的權益；
  - (6) 本人不再是指定帳戶內全部資產(指定帳戶內累積的現金股息或利息除外)的唯一實益人；以及
  - (7) 本人發出取消指定帳戶的指示。

OSL shall notify the Director in writing within 7 working days of acquiring actual knowledge of any of the following:

- (1) I have withdrawn any assets from the designated account (other than cash dividends or interest accruing in the designated account);
- (2) any instruction from me to withdraw any assets from the designated account (other than cash dividends or interest accruing in the designated account);
- (3) I have not re-invested the proceeds of sale or other realization of Specified financial assets in further Specified financial assets within the following period (or such other period as may be

provided by the Scheme Rules then in force)-

- (a) no more than 14 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 assets;
- (b) in calculating the period mentioned in a) above
  - (i) "date of the contract" means the date on which the agreement (whether written or unwritten) comes into legal effect;
  - (ii) the first date referred to shall be excluded and the last date referred to shall be included;
  - (iii) if the first and/or last day of the period would otherwise be a Sunday, a public holiday, a gale warning day or a black rainstorm warning day, the first and/or last day shall instead be the next following working day and the period shall be extended accordingly;
- (4) any instruction from me to transfer the designated account or any assets in the designated account (other than cash dividends or interest accruing in the designated account) to any other Financial Intermediary or other person;
- (5) (Except for any lien to secure payment or OSL's proper fees and expenses), I have charged, assigned or created any interest in favour of a third party in any assets in the designated account (including cash dividends or interest accruing therefrom, if any, provided that these are still held in the designated account);
- (6) I have ceased to be the sole beneficial owner of all assets in the designated account (other than cash dividends or interest accruing in the designated account); and
- (7) any instruction from me to close the designated account.

4. 在處長向本人批予“正式批准”參加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，如東方滙財在該周年日仍然管理指定帳戶，則東方滙財必須：

- (1) 以書面通知處長指定帳戶在該周年日的組合成分，以及指定帳戶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）；以及
- (2) 以書面向處長證實東方滙財已盡其所知，在緊接該周年日之前的 12 個月期間，已充分履行上文所述的申報責任，或已把所有應在該後期間申報的事宜以書面通知處長。

Within 14 working days after the first anniversary of the grant of Formal Approval to me to join the Scheme, and within 14 working days after each subsequent anniversary if OSL still operates the designated account at such anniversary, OSL shall:

- (1) notify the Director in writing of the composition of the designated account at the relevant anniversary and the acquisition cost (exclusive of all dealing charges, commission and stamp duty) of the Specified financial assets held in the designated account at that date: and
- (2) confirm in writing to the Director that to the best of OSL's knowledge OSL 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.

5. 東方滙財須盡速回答處長向其提出的關於指定帳戶的所有查詢，並須表按處長的要求提供與指定帳戶有關的文件（不論副本或正本）。本人現授權東方滙財答覆該等查詢和提交該等文件，而此項授權是不可撤銷的。

OSL shall promptly answer all queries addressed to it by the Director concerning the designated account and supply such documents (whether copies or originals) concerning the designated account as the Director requests. I hereby irrevocably authorize OSL to answer all such questions and provided such documents.

6. 在上述條文中，“工作天”指星期日、公眾假日、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。

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).

7. 就本人與東方滙財訂立合約一事，東方滙財必須在訂立合約後 7 個工作天內向處長提交合約副本；每當合約有修訂或更改(必須符合下文第 9 段的規定)，東方滙財亦須於 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。

OSL shall supply to the Director within 7 working days from the day it is made a copy of the contract between OSL and me and within 7 working days a copy of every amendment or variation to such contract (but subject to the provisions of paragraph 9 below).

8. 本文第 1 至 9 段所載的條文如與本人與東方滙財所訂立的合約條文有任何抵觸或不一之處，一概以本文第 1 至 9 段的條文為準。

These provisions set out at paragraphs 1 to 9 shall prevail over any other provision in the contract between OSL and me in the event of any conflict or inconsistency between them.

9. 未經處長的書面同意，上述條文不得更改。

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

上述詮釋，均以英文版本為準。

In the event of discrepancy, the English version of this document prevails.

日期:

Date: \_\_\_\_\_

客戶

SIGNED by the Client

在見證人見證下簽署  
in the presence of:

見證人 Witness:

姓名 Name:

職位 Occupation:

由東方滙財證券有限公司

之授權簽署人簽署

SIGNED by an Authorized signatory

for an on behalf of

ORIENT SECURITIES LIMITED

\_\_\_\_\_  
客戶簽署 Client Signature

For and on behalf of  
Orient Securities Limited  
東方滙財證券有限公司

\_\_\_\_\_  
授權簽署 Authorized Signature

