

**Terms and Conditions
for Northbound Wealth Management Connect Services**

IMPORTANT NOTE:

Northbound WMC Services (as defined below) are provided by the Bank. In order to use Northbound WMC Services, you have to open and maintain at the Bank the Dedicated Northbound WMC RMB Remittance Account (as defined below) which is dedicated to be used only for Northbound WMC Services. These Conditions govern the use of Northbound WMC Services. These Conditions should be read together with the Other Conditions (as defined below). By applying for Northbound WMC Services, you will be taken to have accepted these Conditions and the Other Conditions and will be bound by them.

1. Definitions and interpretation

1.1 Definitions

Unless the context otherwise requires, the terms used in these Conditions are defined as follows:

"Bank" or "we" means Bank of China (Hong Kong) Limited, a licensed bank under the Banking Ordinance (Cap.155 Laws of Hong Kong) and a registered institution under the Securities and Futures Ordinance (Cap.571 Laws of Hong Kong), CE Number AAL698, and its successors and assigns.

"BOC" means Bank of China Limited, licensed as a financial institution by the China Banking and Insurance Regulatory Commission, and its successors and assigns.

"Dedicated Northbound WMC Investment Account" means the account in your sole name opened and maintained by you at any designated branch of BOC in Mainland China that is dedicated for engaging in the Northbound Scheme; and a reference to Dedicated Northbound WMC Investment Account means any or all of the accounts constituting the Dedicated Northbound WMC Investment Account.

"Dedicated Northbound WMC RMB Remittance Account" means a Renminbi account in your sole name opened and maintained by you at the Bank that is dedicated for using Northbound WMC Services.

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

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

"Mainland China" means the People's Republic of China, excluding Hong Kong, Macao and Taiwan.

"Northbound Scheme" means the Northbound Scheme of the cross-boundary wealth management connect scheme implemented by the applicable Regulatory Authorities in Mainland China, Hong Kong and Macao from time to time.

"Northbound Wealth Management Connect Services" or "Northbound WMC Services" means the services and arrangements provided by the Bank to enable eligible customers to invest in the eligible wealth management products offered by BOC via designated channel from time to time under the Northbound Scheme pursuant to the Regulatory Requirements.

"Other Conditions" means the terms and conditions governing the Dedicated Northbound WMC RMB Remittance Account and related services (including the Bank's Conditions for Services), as prescribed and amended by the Bank from time to time.

"Regulatory Authority" means any applicable regulatory authority, governmental agency (including tax authority), clearing or settlement bank or exchange, or industry or self-regulatory body in or outside Hong Kong and, where the context requires or permits, includes any of its agents, contractors, service providers or other persons appointed, dedicated or authorized by it to support the performance of its supervisory functions or its operations.

"Regulatory Requirements" means any law, regulation, rules or court order, or any code, guideline, direction, circular or restriction (whether or not having the force of law) issued by any Regulatory Authority, that is applicable in or outside Hong Kong to the Bank or to you or which the Bank is or you are expected to comply with, from time to time in relation to the Northbound Scheme or any transactions or activities under the Northbound Scheme.

"Third Parties Ordinance" means the Contracts (Rights of Third Parties) Ordinance (Cap. 623 Laws of Hong Kong).

"you" means a customer (including a potential customer) of Northbound WMC Services and, where the context permits, includes each of your personal representatives and lawful successors.

1.2 Interpretation

In these Conditions, words importing the singular include the plural and vice versa, and words importing a gender include every gender; and the words "include" and "including" should be interpreted to mean including without limitation.

2. **Key facts and requirements relating to the Northbound Scheme**

Before applying to use Northbound WMC Services, you should note the following key facts and requirements and agree to be bound by them. If you are or may be in breach of such key facts or requirements or any other obligations under these Conditions, you should notify the Bank as soon as reasonably practicable.

- (a) **For the purposes of the Northbound Scheme, BOC and the Bank are partner banks. Please note that:**
- (i) **BOC offers the wealth management products and provides the Dedicated Northbound WMC Investment Account to you. In doing so, BOC is supervised by the Regulatory Authorities in Mainland China and is subject primarily to the laws and regulations of Mainland China. All transactions relating to the wealth management products are also subject to the laws and regulations of Mainland China.**
 - (ii) **We provide the Dedicated Northbound WMC RMB Remittance Account to you. In doing so, we are supervised by the Regulatory Authorities in Hong Kong and are subject primarily to the laws and regulations of Hong Kong.**
 - (iii) **BOC and the Bank perform their respective roles and functions as partner banks. The Bank is not the agent or local representative office (as defined under the Banking Ordinance (Cap.155 Laws of Hong Kong)) of BOC and does not represent BOC.**
- (b) **You must meet all designated criteria in order to use Northbound WMC Services.**
- (c) **You should at all times open only one dedicated remittance account and one dedicated investment account under the Northbound Scheme. Accordingly, while you maintain the Dedicated Northbound WMC Investment Account with BOC and the Dedicated Northbound WMC RMB Remittance Account with us, you should not maintain similar accounts with any other banks or financial institutions for making investments under the Northbound Scheme. You should not conduct any Northbound Scheme activities with other banks.**
- (d) **The flow of funds relating to the Northbound Scheme is subject to the closed-loop regulatory arrangement. You are required to pair your Dedicated Northbound WMC Investment Account with your Dedicated Northbound WMC RMB Remittance Account. You are allowed to remit funds (i) to your Dedicated Northbound WMC Investment Account only from your paired Dedicated Northbound WMC RMB Remittance Account (and not from any other account(s) or through any other means) and (ii) from your Dedicated Northbound WMC Investment Account only to the paired Dedicated Northbound WMC RMB Remittance Account (and not to any other account(s) or through any other means). Fund transfers between the Dedicated Northbound WMC RMB Remittance Account and any other accounts in Mainland China are not allowed.**
- (e) **In addition to the risks usually associated with investment in wealth management products, you should also note that engaging in the Northbound Scheme and related arrangements are subject to the following risks:**

(i) Restrictions on liquidity of funds and reinvestment

The source, use, allocation, movement and disposal of the funds and assets relating to the Northbound Scheme are subject to restrictions. These restrictions may include temporary freeze and withholding of funds and assets in your Dedicated Northbound WMC Investment Account or Dedicated Northbound WMC RMB Remittance Account pending clearance and settlement of the relevant transaction or investment transaction (whether subscription, redemption or other disposal of the relevant wealth management product).

(ii) Quota restrictions

The northbound funds remittances from Hong Kong and Macao to Mainland China under the Northbound Scheme are subject to quota restrictions. These quota restrictions are prescribed by the Regulatory Authorities and may change from time to time without prior notice. Separate quota restrictions apply to (A) all banks and financial institutions in Hong Kong and Macao and their partner banks in Mainland China collectively; and (B) each investor individually. Your instruction for remitting funds from your Dedicated Northbound WMC RMB Remittance Account to your Dedicated Northbound WMC Investment Account may not be executed if the collective quota and/or the individual quota has been fully utilised while remittances from your Dedicated Northbound WMC Investment Account to your Dedicated Northbound WMC RMB Remittance Account and investment instructions using funds already remitted to your Dedicated Northbound WMC Investment Account will not be affected. Furthermore, the Bank and BOC may be notified by the Regulatory Authorities to suspend processing of cross-boundary funds remittance at any time. In that case, funds will not be credited to the relevant account, and the risk of loss and the fees and charges relating to the aborted remittance will be solely borne by you.

(iii) Currency availability and exchange rate risks

There are currency and exchange rate risks associated with engaging in the Northbound Scheme.

You will incur costs on converting between Hong Kong dollar or other currencies and Renminbi from time to time for the purpose of Northbound WMC Services. Even if the price of the wealth management products held by you under the Northbound Scheme remains unchanged, you may not receive the same amount in Hong Kong dollar due to the currency conversion costs when you sell the products.

Renminbi is a restricted currency and is subject to foreign exchange controls. Renminbi is still not freely convertible in Hong Kong. You

may not be able to convert Renminbi at your preferred time and/or in your preferred amount or conversion cannot be made, which may lead to investment losses. The policies of the Central Government of Mainland China on foreign exchange control are subject to change, and your investment may be adversely affected.

The fluctuation in the exchange rate of Renminbi may result in losses in the event you convert between Renminbi and Hong Kong dollar or other currencies. Moreover there is no guarantee that Renminbi will not depreciate. Any devaluation of Renminbi could adversely affect the value of your investment in the wealth management products. The wealth management products are not an investment instrument for speculating on Renminbi/Hong Kong dollar exchange rate movements.

These Conditions do not intend to set out the risks associated with the investment in the wealth management products offered by BOC. You should refer to the related information and materials provided by BOC for details.

- (f) You consent to the Bank providing and disclosing your personal data and other information relating to your Dedicated Northbound WMC RMB Remittance Account and Dedicated Northbound WMC Investment Account to the Regulatory Authorities, BOC, and the agents, contractors, service providers and other persons appointed, dedicated or authorized by such Regulatory Authorities, BOC or the Bank in or outside of Hong Kong to support their respective activities and operations in connection with the Northbound Scheme, and for other purposes relating to the Northbound Scheme including for compliance and audit purposes. In particular, you should note that we are required to keep, and provide and disclose to the Regulatory Authorities (i) information and records of the remittances from and to the Dedicated Northbound WMC RMB Remittance Account; (ii) information relating to the transactions in wealth management products and other activities relating to the Northbound Scheme (including interest, other income and return, and the assets received and held in your accounts); and (iii) information about actual or suspected breach of your obligations or any Regulatory Requirements in connection with the use of Northbound WMC Services, the Dedicated Northbound WMC RMB Remittance Account and the related services. This clause is in addition to and shall not reduce the effect of any provisions in the Other Conditions and/or the relevant account opening form. The Bank will provide and disclose your personal data in conformity with local laws and regulations including the requirements of the Personal Data (Privacy) Ordinance (Cap.486 Laws of Hong Kong).
- (g) If we become aware of any non-compliance or breach by you of any Regulatory Requirements that are applicable to you, we are required to report to the Regulatory Authorities immediately. The Regulatory Authorities will review the relevant non-compliance or breach and have sole discretion to decide whether and what follow-up action they may take, or require the Bank or BOC to take. Such action may include requiring the

Bank or BOC to suspend you from engaging in the Northbound Scheme, to dispose of the products held by you, to terminate your Dedicated Northbound WMC Investment Account and Dedicated Northbound WMC RMB Remittance Account, and/or to allow you to hold the products until redemption at maturity while forbidding investment in any new products.

- (h) **If you wish to, or if you are required by any Regulatory Authority or by BOC to terminate your Dedicated Northbound WMC Investment Account, you will be required to follow the requirements and procedures prescribed by BOC, including the redemption or other disposal of the assets, and the remittance and handling of the funds. Handling of the Dedicated Northbound WMC RMB Remittance Account in that case will be subject to the requirements and procedures prescribed by us. We are entitled to take the necessary steps and action (including those set out in paragraph (g) above) in order to comply with instructions given by the Regulatory Authorities and/or any Regulatory Requirements.**

3. Eligible investors

3.1 Northbound WMC Services are intended for a customer who meets all of the criteria prescribed by the respective Regulatory Authorities in Mainland China and Hong Kong from time to time. The criteria currently prescribed by the Regulatory Authorities in Hong Kong include the following:

- (a) the customer is a resident in Hong Kong who is at least 18 years old and holds a valid Hong Kong Identity Card;
- (b) the customer is not a vulnerable customer according to the criteria and standards prescribed by the Regulatory Authorities in Hong Kong from time to time; and
- (c) the Dedicated Northbound WMC RMB Remittance Account and the Dedicated Northbound WMC Investment Account are the only dedicated remittance account and dedicated investment account maintained by the customer for making investments under the Northbound Scheme.

If a customer becomes a vulnerable customer at any time after opening the Dedicated Northbound WMC RMB Remittance Account and the customer chooses to keep the Dedicated Northbound WMC RMB Remittance Account, the Bank may continue to provide services to the customer subject to the Regulatory Requirements.

3.2 You have to open the Dedicated Northbound WMC RMB Remittance Account at one of the designated branches of the Bank in person or by other means designated by the Bank. The Dedicated Northbound WMC RMB Remittance Account will be governed by the Other Conditions to the extent that they are applicable and are not inconsistent with these Conditions.

3.3 BOC decides whether or not to open the Dedicated Northbound WMC Investment Account for you. Even if you have successfully opened the Dedicated Northbound WMC RMB Remittance Account with us, it does not mean that BOC will open the Dedicated Northbound WMC Investment Account for you.

4. Our services

4.1 In addition to any other requirements set out in these Conditions, the following requirements apply to Northbound WMC Services:

- (a) **The Dedicated Northbound WMC RMB Remittance Account must be opened in your sole name which must be identical to the name of your Dedicated Northbound WMC Investment Account. You should ensure that you are the sole legal and beneficial owner of the Dedicated Northbound WMC RMB Remittance Account. You should not authorize a third party to operate the Dedicated Northbound WMC RMB Remittance Account. You should always act as principal and not as agent for any other person.**
- (b) **After successful opening of the Dedicated Northbound WMC Investment Account, you must pair the Dedicated Northbound WMC RMB Remittance Account with the Dedicated Northbound WMC Investment Account and use it only for remittance purposes relating to Northbound WMC Services and not for any other purposes or services. You are allowed to make remittances to or from your Dedicated Northbound WMC RMB Remittance Account only from or to your same name account(s) with the Bank or your paired Dedicated Northbound WMC Investment Account. The Bank may set and vary the limits from time to time on the currency, amount or frequency of remittance or transaction (whether minimum or maximum limit and whether per remittance or transaction, per day, per month or by reference to any other standard).**

You authorize the Bank to accept and use the information relating to your Dedicated Northbound WMC Investment Account supplied by BOC for opening your Dedicated Northbound WMC RMB Remittance Account and pairing the two accounts. The Dedicated Northbound WMC Investment Account can be enabled only after the opening of and pairing with the Dedicated Northbound WMC RMB Remittance Account, and the establishment of closed-loop funds management between the Dedicated Northbound WMC Investment Account with the Dedicated Northbound WMC RMB Remittance Account in compliance with the Regulatory Requirements. The Bank has the right (i) to verify with BOC whether the Dedicated Northbound WMC Investment Account has been enabled; and (ii) to close your Dedicated Northbound WMC RMB Remittance Account without your prior consent if the Dedicated Northbound WMC Investment Account is not enabled within 90 days after your Dedicated Northbound WMC RMB Remittance Account is opened.

- (c) The Dedicated Northbound WMC RMB Remittance Account does not offer cash deposit or withdrawal. You cannot deposit or withdraw cash into or from the Dedicated Northbound WMC RMB Remittance Account whether at bank counter, or by electronic or other means. No cash withdrawal card, debit card or any other card will be issued for the Dedicated Northbound WMC RMB Remittance Account.
- (d) **You should comply with the Regulatory Requirements including any exchange control and related requirements and approvals applicable to remittance of funds between your Dedicated Northbound WMC RMB**

Remittance Account and Dedicated Northbound WMC Investment Account. You should understand the rules and procedures relevant to the transactions in the Mainland wealth management product market, and consider your own circumstances before making investment decisions.

- (e) **You warrant and undertake that all personal data and other information provided to the Bank in relation to Northbound WMC Services and the Dedicated Northbound WMC RMB Remittance Account is valid, true, complete, accurate, up-to-date and not misleading. You acknowledge that the Bank will rely on such personal data and information in providing Northbound WMC Services. You will promptly notify us of any material change to that information. Without limiting any other indemnity provided by you, you will indemnify the Bank against any liability, reasonable loss or expense arising from your instructions, account or provision of services to you, including as a result of your providing misleading, false or incomplete information in respect of yourself, unless such liability, loss or expense results from our negligence or wilful misconduct.**

- 4.2 Information and updates relating to Northbound WMC Services will be available at <https://www.bochk.com/dam/crossborderservices/en/wealthconnect.html> or other website(s) as specified by the Bank from time to time.

5. Fees and charges

We have the right to set and vary the fees and charges relating to the use of Northbound WMC Services from time to time. We will give you notice of the applicable fees and charges, and we are entitled to deduct or collect the fees and charges, in accordance with the applicable provisions of the Other Conditions.

6. Suspension or termination of Northbound WMC Services

- 6.1 You may terminate your Dedicated Northbound WMC RMB Remittance Account by giving the Bank at least 30 days' prior written notice and after completing the necessary account closure procedures and paying any outstanding amount.

- 6.2 The Bank may suspend or terminate your use of Northbound WMC Services at any time without notice if you fail to maintain your Dedicated Northbound WMC RMB Remittance Account to the Bank's satisfaction or if you fail to comply with any other obligations under these Conditions or cease to meet all of the eligibility criteria for using Northbound WMC Services. In this case, the Bank has the right to block or terminate your Dedicated Northbound WMC RMB Remittance Account.

- 6.3 Without reducing or limiting the effect of Clause 6.2:

- (a) the Bank may cease to provide Northbound WMC Services at any time in accordance with the applicable termination provisions in the Other Conditions; or
- (b) if according to the Bank's records, you have not used Northbound WMC Services for an extended period of time, the Bank may alert you by a message or notification and may cease to provide Northbound WMC Services without

further notice if the Bank does not receive your instructions to continue to maintain the Dedicated Northbound WMC RMB Remittance Account or to effect transactions within 5 days after sending the alert message or notification.

- 6.4 Before terminating your Dedicated Northbound WMC RMB Remittance Account, we are required to obtain BOC's confirmation that there are no more assets or funds in the Dedicated Northbound WMC Investment Account, and we are satisfied that all of the funds in the Dedicated Northbound WMC RMB Remittance Account have been properly disposed of. You authorize us, upon termination of your Dedicated Northbound WMC RMB Remittance Account (whether by you or by us), to notify BOC of such termination and dismiss the pairing relationship between the Dedicated Northbound WMC Investment Account and the Dedicated Northbound WMC RMB Remittance Account.
- 6.5 Suspension or termination of Northbound WMC Services or your Dedicated Northbound WMC RMB Remittance Account, whether by you or by the Bank, will not affect any accrued rights or obligations of the parties. If the Bank suspends or terminates your use of Northbound WMC Services, the Bank is entitled not to act on any instructions which remain outstanding at the time of suspension or termination. Clauses 7 (Limit on our liability) and 8 (Your indemnity) of these Conditions will survive termination of Northbound WMC Services and/or your Dedicated Northbound WMC RMB Remittance Account.

7. Limit on our liability

- 7.1 The wealth management products under the Northbound Scheme and the Dedicated Northbound WMC Investment Account are provided by BOC. We are not responsible for any act or omission of BOC or the services and products provided by it.
- 7.2 In the absence of wilful default or negligence, the Bank is not liable for any loss or damage of any kind which you may incur or suffer in connection with your use of Northbound WMC Services or any transactions in wealth management products under the Northbound Scheme.
- 7.3 The Bank is not responsible for any interruption, delay, unavailability or other failure in providing Northbound WMC Services which is caused by or attributed to any circumstances beyond its reasonable control.
- 7.4 In no circumstances will the Bank be liable to you for any loss of profit or interest, or any special, indirect, incidental, consequential or punitive loss or damages.
- 7.5 This Clause 7 operates without reducing the effect of any limitation of liability provisions in the Other Conditions.

8. Your indemnity

Without reducing the effect of any indemnity given by you under the Other Conditions or any other rights or remedies that we may have, you shall indemnify the Bank for all actions, proceedings and claims which may be brought by or against the Bank, and for all losses, damages and reasonable costs and expenses

which the Bank may incur or suffer in connection with any breach of your obligations, warranties or undertakings under these Conditions.

9. Enquiries and complaints

If you have any enquiry or complaint regarding Northbound WMC Services or your Dedicated Northbound WMC RMB Remittance Account, please contact your relationship manager at the Bank or visit any of the branches of the Bank or contact us through other means as specified by us from time to time. If you have any enquiry or complaint relating to your Dedicated Northbound WMC Investment Account or the wealth management products offered by BOC, you may contact us and we will refer it to BOC. Any such complaint will have to be resolved by you and BOC directly and we may provide reasonable assistance as appropriate.

10. Variation of these Conditions

We may by notice to you vary, amend or supplement any provisions of these Conditions and such variation, amendment or supplement shall take effect on the date of the notice or any later date specified in the notice. Such variation, amendment or supplement shall be binding on you if you continue to maintain your Dedicated Northbound WMC RMB Remittance Account on or after the effective date.

11. No waiver

No failure or delay by the Bank in exercising any of its rights or remedies will operate as a waiver of that right or remedy. Nor will any single or partial exercise of a right or remedy preclude any further exercise of that right or remedy or the exercise of any other right or remedy.

12. Assignment

You may not without our prior consent assign or transfer your rights or obligations under these Conditions. We may assign or transfer all or any of our rights and obligations under these Conditions without your consent.

13. Severability

If any provision of these Conditions is or becomes illegal, invalid or unenforceable in any jurisdiction, that will not affect:

- (a) the legality, validity or enforceability in that jurisdiction of any other provision of these Conditions; or
- (b) the legality, validity or enforceability in any other jurisdiction of that or any other provision of these Conditions.

14. Third party rights

- (a) Subject to Clause 14(c), a person who is not a party to these Conditions or any other agreements or arrangements relating to Northbound WMC Services (collectively, the "Relevant Agreements") has no right under the Third Parties

Ordinance to enforce or to enjoy the benefit of any provision of these Conditions or the Relevant Agreements.

- (b) Notwithstanding any provision of these Conditions or the Relevant Agreements, the consent of any person who is not a party to these Conditions or the Relevant Agreements is not required to rescind or vary these Conditions or the Relevant Agreements.
- (c) Any of our director, officer, employee, affiliate or agent may, by virtue of the Third Parties Ordinance, rely on any provision of these Conditions or the Relevant Agreements (including any limitation or exclusion of liability, and indemnity) which expressly confers rights or benefits on that person.

15. Governing law

These Conditions and all transactions with you are, unless otherwise agreed, governed by and shall be construed in accordance with Hong Kong law. You submit to the non-exclusive jurisdiction of the Hong Kong courts.

16. Language

Whilst we have exercised reasonable care in ensuring the consistency of the English and Chinese versions of these Conditions, in the case of discrepancies between the English and Chinese versions of these Conditions, the English version shall prevail unless otherwise provided herein.