AIA Hong Kong
12/F, AIA Tower, 183 Electric Road,
North Point, Hong Kong
T : (852) 2881 3333

AIA.COM.HK

Financial Intermediary Agreement – New Capital Investment Entrant Scheme

金融中介機構協議 - 新資本投資者入境計劃

This Agreement is made on 本協議於_____(the "**Effective Date**")（下稱「**生效日期**」）訂立。

BETWEEN 立約雙方為：

AIA International Limited (hereafter called the "**AIA**"), a company incorporated under the laws of Bermuda with limited liability and acting through its Hong Kong branch with a principal place of business at 1/F, AIA Hong Kong Tower,

734 King's Road, Quarry Bay, Hong Kong. 友邦保險(國際)有限公司（以下簡稱「**友邦**」），一家根據百慕達法律註冊成立之有限公司，並透過其香港分行行事，其主要營業地點位於香港鰂魚涌英皇道 734 號友邦香港大樓 1 樓。

AND 與

Name: (hereafter called the "**Applicant / Entrant**") 姓名： (以下簡稱「**申請人/投資者**」)	
Address: 地址：	
Passport Number: 護照號碼：	Issued by: 簽發機構：
New CIES Reference Number: 新資本投資者入境計劃參考編號：	

AIA and the Applicant/Entrant shall each be referred to as the "party" and collectively as the "parties". 友邦及申請人/投資者各自稱為「一方」及統稱為「雙方」。

WHEREAS 茲因：

The Applicant / Entrant is an applicant under the New Capital Investment Entrant Scheme (the "**Scheme**" or "**New CIES**"). The Rules for the New Capital Investment Entrant Scheme (the "**Scheme Rules**") are issued by Invest Hong Kong (the "**InvestHK**") and the Immigration Department of Hong Kong (the "**ImmD**") which is available from InvestHK's website at https://www.newcies.gov.hk. The Scheme Rules may be amended by the Director-General of Investment Promotion of InvestHK ("**DGIP**") and the Director of Immigration ("**DoI**") from time to time.

申請人 / 投資者為新資本投資者入境計劃（下稱「**計劃**」或「**新入境計劃**」）下的申請人。新資本投資者入境計劃的規則（下稱「**《計劃規則》**」）由香港投資推廣署（下稱「**投資推廣署**」）與香港入境事務處（下稱「**入境處**」）發出，《計劃規則》全文可於投資推廣署網站 https://www.newcies.gov.hk 查閱。投資推廣署署長及入境事務處處長（下稱「**入境處處長**」）可不時修訂《計畫規則》。

Pursuant to the Scheme Rules, the Applicant / Entrant shall only appoint one financial intermediary under the category of insurer permitted to carry on Class C business as specified in Part 2 of Schedule 1 under the Insurance

SAMPLE

Ordinance (Cap. 41 of the Laws of Hong Kong) (the "**Insurer Category**"). The Applicant / Entrant wishes to appoint AIA as his / her financial intermediary under the Insurer Category pursuant to the Scheme Rules and to open and maintain a designated account at AIA according to the terms of this Agreement. 根據《計劃規則》，申請人 / 投資者只能委聘一家屬於獲准經營《**保險業條例**》(香港法例第 41 章) 附表 1 第 2 部所指明類別 C 業務的保險人類別下的金融中介機構 (下稱「**保險人類別**」)。申請人 / 投資者希望根據《計劃規則》委聘友邦為其保險人類別下的金融中介機構，並根據本協議的條款於友邦開立並維持一個指定帳戶。

IT IS AGREED BY THE PARTIES AS FOLLOWS 立約雙方現協議如下：

1. Any capitalized terms which are not defined in this Agreement shall have the same meaning as set out in the Scheme Rules. 本協議內任何未定義的詞語與《計劃規則》中的意義相同。

- The term "**designated account**" in this Agreement refers to the account opened at AIA in the Applicant / Entrant's own name and operated in accordance with the instructions of the Applicant / Entrant exclusively for the transaction

  of Permissible financial assets pursuant to the Scheme. 本協議中「**指定帳戶**」一詞是指以申請人 / 投資者自己的名義在友邦開立的戶口，並按照申請人 / 投資者的指示運作，專門只用於根據計劃作出的獲許金融資產之交易。
- The term "**working day**" in this Agreement refers to 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). 本協議中「**工作天**」一詞是指星期日、公眾假期、烈風警告日或黑色暴雨警告日 (兩者皆按香港法例第 1 章，《釋義及通則條例》第 71(2)條定義) 以外的日子。
- For ease of clarity, the terms "**Permissible financial assets**", "**Permissible investment assets**" and "**Market value**" shall have the same meaning as set out in the Scheme Rules. 為清晰起見，「**獲許金融資產**」、「**獲許投資資產**」和「**市值**」詞彙應與《計畫規則》中的意義相同。

Where the context requires, words importing one gender shall include the other gender, and singular terms shall include the plural and vice versa. 按本文所需，表示一個性別的詞語應包括另一個性別，單數詞彙應包括複數，反之亦然。

Headings are for convenience only and shall not affect the interpretation of this Agreement. References to sections, clauses, provisions, annexes and schedules are to sections, clauses, provisions, annexes and schedules to this Agreement. 所有標題均作方便參考之用，不應影響本協議的詮釋。章節、條款、條文、附件和附表的引用是指本協議的章節、條款、條文、附件和附表。

Schedules and annexes to this Agreement shall form part of this Agreement. 本協議的附表和附件構成本協議的一部分。

Appointment of Financial Intermediary and Opening of the Designated Account 委聘金融中介機構及開立指定帳戶

2. With effect from the Effective Date, (i) the Applicant / Entrant appoints AIA as the financial intermediary of the Applicant / Entrant under the Insurer Category of the Scheme in accordance with the Scheme Rules and the provisions of this Agreement whereby AIA accepts such appointment; and (ii) the Applicant / Entrant opens a designated account at AIA in the Applicant / Entrant's own name for the purpose of the Scheme, to deposit the Applicant / Entrant's Permissible financial assets into the designated account and to use the designated account exclusively for the transaction of Permissible financial assets.

   自生效日期起，(i)申請人 / 投資者根據《計劃規則》及本協議的條文，委聘友邦作為計劃的保險人類別下申請人 / 投資者的金融中介機構，且友邦接受該委聘；及(ii)申請人 / 投資者為計畫的目的以申請人 / 投資者的名義在友邦開立一個指定帳戶，將申請人 / 投資者的獲許金融資產存入指定帳戶，並專門只為獲許金融資產的交易使用指定帳戶。

SAMPLE

3. The Permissible financial assets which are placed in the designated account of the Applicant / Entrant are set out in Annex B. Notwithstanding any other provisions of this Agreement, the Permissible financial assets placed in the designated account of the Applicant / Entrant at AIA shall only include SFC-authorised Investment-Linked Assurance Schemes policies issued by AIA to the Applicant/Entrant which are eligible for the Scheme. All SFC-authorised Investment-Linked Assurance Schemes policies issued by AIA to the Applicant / Entrant which are Permissible financial assets and are eligible for the Scheme shall be automatically included in the Applicant / Entrant's designated account and in Annex B by AIA, and that AIA will update Annex B and notify DGIP of the update accordingly.

   存放於申請人 / 投資者的指定帳戶的獲許金融資產載於附件 B。儘管本協定任何其他條文另有規定，存放於申請人 / 投資者在友邦指定帳戶的獲許金融資產僅包括由友邦向申請人 / 投資者所繕發的經證監會認可的投資相連壽險計劃保單，且該保單須符合計劃的準則。所有由友邦向申請人 / 投資者繕發的經證監會認可的投資相連壽險計劃保單，並皆為獲許金融資產及符合計劃的準則，將被友邦自動納入申請人 / 投資者的指定帳戶內及附件 B 中，友邦將更新附件 B 並相應通知投資推廣署署長此更新。

4. The Applicant / Entrant hereby declares and warrants he / she must be and shall remain the sole absolute beneficial owner of the Permissible financial assets which are held in the designated account during the term of this Agreement.

   申請人 / 投資者特此聲明並保證，申請人 / 投資者必須是且在本協議期限內必須一直是指定帳戶中持有的獲許金融資產的唯一絕對實益擁有人。

Operation of the Designated Account 指定帳戶的運作

5. The designated account opened at AIA in the Applicant/Entrant's own name for the purpose of the Scheme shall be operated and managed by AIA in accordance with the terms set out in this Agreement (including Annex A) and the Scheme Rules. The provisions set out in the Scheme Rules (which may be amended by the DGIP and the DoI from time to time) shall prevail over any other provisions in this Agreement in the event of any conflict or inconsistency between them.

   申請人 / 投資者為計劃而以其本人名義於友邦開立的指定帳戶將由友邦根據本協議（包括附件 A）所列明的條款及《計劃規則》進行運作和管理。如果《計劃規則》(投資推廣署署長和入境處處長可不時修訂《計劃規則》) 所列明的條文與本協議的任何其他條文之間存在任何抵觸或不一致之處，則以《計劃規則》所列明的條文為準。

6. The Applicant / Entrant must be and shall remain the sole absolute beneficial owner of the Permissible financial assets which are held in the designated account during the term of this Agreement. Except for any lien which AIA may have to secure payment to AIA or for unpaid fees and expenses in the ordinary course of business under the Scheme in relation to Permissible financial assets, the Applicant / Entrant shall not charge, assign or create any interest in favour of a third party in, or change the legal or beneficial ownership of, any assets in the designated account (including cash dividends and interest income accrued which are still held in the designated account). If any charge, assignment or other interest is created or if there is any change in ownership of any assets in contravention of this Clause, the relevant Permissible financial assets shall be excluded from the Scheme and will be removed from the designated account and Annex B. The Applicant / Entrant is required to make a declaration to the DGIP every 12 months and as and when required by the DGIP to confirm he / she is, and has remained, the absolute beneficial owner of the Permissible financial assets in the designated account maintained with AIA. The policyholder and the insured person of each insurance policy in the designated account shall remain the same throughout the term of this Agreement. 申請人 / 投資者必須是且在本協議期限內必須一直是指定帳戶中持有的獲許金融資產的唯一絕對實益擁有人。除為保證向友邦付款或就友邦在計劃的獲許金融資產的正常業務運作過程中所招致但未獲付的費用或開支而為友邦設定的留置權外，申請人 / 投資者不得就指定帳戶內任何資產（包括仍存於該指定帳戶內的累積現金股息及利息收入）作出押記、轉讓或設定以第三方為受益人的權益、或更改法定擁有權或實益擁有權。如違反本條款的規定而產生任何押記、轉讓或設定其他權益，或如違反本條款的規定而對任何資產的擁有權作出任何更改，則相關獲許金融資產將被排除於計劃之外，並從指定帳戶和附件 B 中刪除。申請人 / 投資者亦須每隔 12 個月及在投資推廣署署長提出要求時，向投資推廣署署長作出聲明，

SAMPLE

確認他 / 她是且一直是在友邦持有的指定帳戶內的獲許金融資產的絕對實益擁有人。指定帳戶中每份保單的保單持有人及受保人在本協議有效期內必須保持不變。

7. Any cooling-off, surrender or partial surrender / withdrawal of any insurance policy in the Applicant / Entrant's designated account will be treated as withdrawal of assets from the Applicant / Entrant's designated account for the purpose of the Scheme. In the event of cooling-off or surrender of an insurance policy, the relevant insurance policy will be removed from the Applicant / Entrant's designated account and Annex B. AIA will notify DGIP in the event of partial surrender / withdrawal of an insurance policy under the Applicant / Entrant's designated account. If there are no longer any Permissible financial assets being held under the designated account of the Applicant / Entrant for a period of at least 30 days or such shorter period as AIA may prescribe, the designated account of the Applicant / Entrant will be closed, this Agreement will be terminated and AIA will cease to be the financial intermediary of the Applicant / Entrant under the Scheme in accordance with Clause 18(a) and Clause 19(a).
就計劃而言，任何於申請人 / 投資者指定帳戶下的保單在冷靜期內被取消、作出任何退保或部分退保 / 提取將被視為從申請人 / 投資者指定帳戶中作出提取資產。若保單在冷靜期內被取消或若保單退保，相關保單將從申請人 / 投資者的指定帳戶和附件 B 中被刪除。友邦將通知投資推廣署署長若申請人 / 投資者對指定帳戶下的保單作出部分退保 / 提取。如果申請人 / 投資者的指定帳戶不再持有任何獲許金融資產至少 30 天或友邦可規定的一個更短期限，則申請人 / 投資者的指定帳戶將被取消，並且友邦將根據第 18(a)條及 19(a)條終止本協議及終止作為計劃下申請人 / 投資者的金融中介機構。

8. The Applicant / Entrant may at any time dispose of or realise the value of any insurance policy in the Applicant / Entrant's designated account, but the Applicant / Entrant will only continue to be eligible and to qualify under the Scheme if he / she reinvests not less than the entire Market value of such insurance policies (as assessed on the date of disposal thereof), within the time frame specified by the Scheme Rules and in accordance with the Scheme Rules, in Permissible financial assets and / or non-residential real estate. The Applicant / Entrant is required to notify DGIP in writing within 7 working days of such change.
申請人 / 投資者可隨時把在申請人 / 投資者指定帳戶內的任何保單的價值處置或變賣，但如申請人 / 投資者要繼續符合參加計劃的資格、則他 / 她須於《計劃規則》的指明期限內及按《計劃規則》把不少於該等保單總市值的款項（在處置相關保單的日期當日市值為準）再投資於獲許金融資產及 / 或非住宅房地產。申請人 / 投資者必須在 7 個工作天內以書面通知投資推廣署署長該變動。

9. For the purpose of the Scheme, the Applicant / Entrant may change his / her designated account opened with AIA to an account opened with another eligible financial intermediary under the Scheme, provided all insurance policies in the Applicant / Entrant's designated account at AIA have been disposed of and that not less than the entire Market value of such insurance policies (as assessed on the date of disposal thereof) are reinvested, within the time frame specified by the Scheme Rules and in accordance with the Scheme Rules, in Permissible financial assets and / or non-residential real estate to be included in the account opened with the other eligible financial intermediary. The Applicant / Entrant is required to notify DGIP in writing within 7 working days of such change.
就計劃而言，申請人 / 投資者可從他 / 她於友邦開立的指定帳戶轉往另一家計劃下的合資格金融中介機構開立的帳戶，惟條件是申請人 / 投資者於友邦的指定帳戶內的所有保單必須全部已被處置及於《計劃規則》的指明期限內及按《計劃規則》把不少於該等保單總市值的款項（在處置相關保單的日期當日市值為準）再投資於獲許金融資產及 / 或非住宅房地產，並將其納入另一家合資格金融中介機構開立的帳戶內。申請人 / 投資者必須在 7 個工作天內以書面通知投資推廣署署長該變動。

Obligations of Applicant / Entrant 申請人/投資者的責任

10. The Applicant / Entrant acknowledges and agrees that the Applicant / Entrant has the sole responsibility for ensuring his / her understanding of and compliance with the Scheme Rules and his/her compliance with AIA's prevailing rules and conditions in relation to SFC-authorised Investment Linked Assurance Schemes policies issued by AIA to the Applicant / Entrant, and that AIA has no liability whatsoever to the Applicant / Entrant in relation to:

SAMPLE

申請人 / 投資者確認及同意，申請人 / 投資者全權承擔確保他 / 她明白及遵守《計劃規則》及他 / 她遵守友邦向申請人 / 投資者發出的有關經證監會認可的投資相連壽險計劃保單的現行規則及條件的責任，且友邦毋須就下列有關事宜向申請人 / 投資者承擔任何責任：

(a) the Applicant / Entrant's understanding of and compliance or non-compliance with the Scheme Rules;申請人 / 投資者對《計劃規則》的理解和申請人 / 投資者遵守或不遵守《計劃規則》的情況；

(b) any of the Applicant / Entrant's representations and undertakings made to DGIP, InvestHK, ImmD, DoI or any government authority or regulator;
申請人 / 投資者對投資推廣署署長、投資推廣署、入境處、入境處處長或任何政府機構或監管機構所作出的任何陳述和承諾；

(c) any advice that the Applicant / Entrant may receive from any person in respect of his / her application under the Scheme or in respect of the Scheme Rules; and
申請人 / 投資者可能從任何人士獲取有關他 / 她就計劃下提出的申請或就《計劃規則》的任何意見；及

(d) the exercise of any rights or options under any insurance policy (which are held in the Applicant/Entrant's designated account) by the Applicant/Entrant, even if exercising of such rights or options will have the effect of reducing or withdrawing the value of the Permissible financial assets.
申請人 / 投資者行使任何保單（由申請人 / 投資者指定帳戶下持有）下的任何權利或選項，即使行使該權利或選項將產生減少或提取獲許金融資產的價值的效果。

11. The Applicant / Entrant is solely responsible for the following: 申請人 / 投資者須對以下事宜全權負責：

(a) to maintain the value of the committed investment in the Scheme in order to qualify under the Scheme; 維持計畫中已承諾投資的價值以符合參加計劃的資格；

(b) to obtain any necessary independent legal and financial advice at his/her own costs regarding his / her application to the Scheme and the Scheme Rules; and
就他 / 她的計劃申請及《計劃規則》自費尋求任何所需的獨立法律及財務意見；及

(c) to appoint financial intermediary(ies) in accordance with the Scheme Rules and to inform DGIP in writing of the name and details of his / her appointed financial intermediary(ies).
根據《計劃規則》委聘金融中介機構及把受他 / 她委聘的金融中介機構的名稱和有關詳情以書面通知投資推廣署署長。

12. The Applicant / Entrant must not, whether on his / her own or in collusion with others, enter into, facilitate or permit any transaction, agreement or arrangement, whether or not legally effective or binding, which in the opinion of DGIP or DoI directly or indirectly, has, or could be deemed to have, the purpose of or effect on or one of its purposes of, or effects on, contravention or avoidance of any of the Scheme Rules.
申請人 / 投資者不得自行或串同他人訂立、協助進行或容許進行任何無論是否具法律效力或約束力的交易、協議或安排，而該等交易、協議或安排的目的或效力，又或其目的或效力之一，被投資推廣署署長或入境處處長認為是或被視為是直接或間接違反或規避《計劃規定》的任何規定。

13. The Applicant / Entrant shall inform AIA in writing immediately upon the occurrence of the following: 當發生以下情況，申請人 / 投資者應立即向「友邦」發出書面通知：

(a). The Applicant / Entrant has obtained Formal Approval or Approval-in-Principle from the DoI; 申請人 / 投資者獲得入境處處長的「正式批准」或「原則上批准」；

(b). The Formal Approval or Approval-in-Principle of the Applicant / Entrant is revoked by the DoI; 入境處處長撤銷申請人 / 投資者的「正式批准」或「原則上批准」；

SAMPLE

(c). Any changes to the Applicant / Entrant's application of the Scheme, including but not limited to withdrawal or termination of the Applicant / Entrant's application of the Scheme;
申請人 / 投資者的計劃申請的任何變動，包括但不限於撤回或終止申請人 / 投資者的計劃申請；

(d). The Applicant / Entrant has become a Hong Kong permanent resident or has obtained unconditional stay from DoI;
申請人 / 投資者已成為香港永久性居民或已從入境處處長獲批無條件限制逗留；

(e). The Applicant / Entrant ceases to be the sole absolute beneficial owner of any of the Permissible financial assets in the designated account;
申請人 / 投資者不再是指定賬戶內任何獲許金融資產的唯一絕對實益擁有人；

(f). The Applicant / Entrant has charged, assigned or created any interest in favor of a third party in any Permissible financial assets in the designated account;
申請人 / 投資者已就指定賬戶內的任何獲許金融資產作出押記、轉讓或設定以第三方為受益人的權益；

(g). Any breach of the Scheme Rules; 任何違反《計劃規則》;

(h). Any of the information, data, representations and warranties provided to AIA or its appointed administrator by the Applicant / Entrant which is no longer correct, accurate or complete;
申請人 / 投資者向友邦或其委任的行政人員提供的任何資料、數據、陳述和保證不再正確、準確或完整；

(i). The Applicant / Entrant intends to close the designated account and to cease the appointment of AIA as his/her financial intermediary under the Scheme;
申請人 / 投資者有意取消指定帳戶及有意終止委聘友邦為他 / 她於計劃下的金融中介機構；

(j). The Applicant / Entrant intends to change its financial intermediary from AIA to another eligible financial intermediary under the Scheme; and
申請人 / 投資者有意將其金融中介機構從友邦更改為另一家計劃下合資格的金融中介機構；及

(k). The Applicant / Entrant intends to transfer the designated account or any assets in the designated account (other than cash dividends or interest accruing in the designated account) to another financial intermediary or any other person.
申請人 / 投資者有意把指定帳戶或該指定帳戶內的任何資產（指定帳戶中的累積現金股息或利息除外）轉往另一家金融中介機構或任何其他人。

Obligations of AIA 友邦的責任

14. AIA shall notify the DGIP of the matters as set out in Annex A and within the time frame prescribed by the Scheme Rules. 友邦須在《計劃規則》訂明的時限內通知投資推廣署署長附件 A 所列的事宜。

15. AIA shall promptly answer all queries addressed to it by the DGIP, InvestHK, ImmD, DoI or any government authority or regulator concerning the designated account or the Permissible financial assets in the designated account, and to supply such documents (whether copies or originals) concerning the designated account or the Permissible financial assets in the designated account, as the relevant government authority or regulator requests. The Applicant / Entrant hereby irrevocably authorizes AIA to answer all such questions and provide such documents to these government authorities and regulators.
友邦須盡快回覆投資推廣署署長、投資推廣署、入境事務處、入境處處長或任何政府機構或監管機構向其提出的關於指定賬戶或指定賬戶內的獲許金融資產的所有查詢，並須按相關政府機構或監管機構的要求提供與指定賬戶或指定賬戶內的獲許金融資產有關的文件（不論副本或正本）。申請人/投資者特此授權友邦回覆該等查詢及向此等政府機構及監管機構提供該等文件，而此項授權是不可撤銷的。

SAMPLE

Indemnity 彌償

16. The Applicant / Entrant hereby indemnify and hold harmless AIA and / or its directors, officers, employees, agents or appointed administrator on demand from and against any loss, claim, action, proceeding, cost, liability and expense suffered or incurred by AIA and / or its directors, officers, employees, agents or appointed administrator arising directly or indirectly out of or in connection with this Agreement, including but not limited to any breaches of the Scheme Rules or other applicable laws and regulations by the Applicant / Entrant, any penalties imposed by InvestHK or ImmD or any government or regulatory authority or judicial body and any information, data, representations and warranties provided to AIA and / or its directors, officers, employees, agents or appointed administrator by the Applicant/Entrant which is not correct, accurate or complete.

對於友邦及 / 或其董事、管理人員、僱員、代理人或委任的行政人員直接或間接因本協議或與本協議有關引起的任何損失、申索、訴訟、程序、費用、責任和開支，包括但不限於申請人 / 投資者違反任何《計劃規則》或其他適用法律和法規、投資推廣署或入境事務處或任何政府或監管機構或司法機構施加的任何處罰以及申請人 / 投資者向友邦及/或其董事、管理人員、僱員、代理人或委任的行政人員提供的任何資料、數據、陳述和保證是為不正確、不準確或不完整，申請人 / 投資者特此立即按要求向任何友邦及/ 或其董事、管理人員、僱員、代理人或委任的行政人員因而蒙受或招致的一切損失、申索、訴訟、程序、費用、責任和開支全數彌償及使其免受損失。

Term and Termination 期限及終止

17. This Agreement commences on the Effective Date and shall continue in force unless and until this Agreement is terminated in accordance with Clause 18. 本協議自生效日期起開始並將繼續有效，除非且直至本協議根據第 18 條被終止。

18. AIA may terminate this Agreement upon 10 working days' notice (or such shorter period as AIA may reasonably determine) if it determines or receives information to its satisfaction evidencing any of the matters specified below:

如友邦決定或友邦接獲符合其要求的資料以證明以下指明的任何事宜，友邦可向申請人 / 投資者給予 10 個工作天（或友邦合理地決定的一個更短期限）的通知終止本協議：

(a) no Permissible financial assets are held under the designated account of the Applicant / Entrant for a period of at least 30 days or such shorter period as AIA may prescribe;

申請人 / 投資者的指定帳戶下不再持有獲許金融資產至少 30 天或 友邦可規定的一個更短期限；

(b) the Applicant / Entrant commits any breach of the terms and conditions of this Agreement, which in AIA's opinion is material;

申請人 / 投資者違反本協議的任何條款及細則，而友邦認為該違反屬於嚴重；

(c) any legal or regulatory requirement which prohibits the continuation or operation of the designated account or render it illegal or unlawful;

任何法律或規管性規定禁止繼續或運作指定帳戶或致使指定帳戶繼續或運作為違法或不合法；

(d) a petition under any bankruptcy law or insolvency law or similar law is filed against the Applicant / Entrant or the Applicant / Entrant is adjudged bankrupt under applicable laws;

根據任何破產法或破產清盤法或類似法律針對申請人 / 投資者提交呈請書，或申請人 / 投資者根據適用法律被裁定破產；

(e) the Applicant / Entrant fails to satisfy AIA's requirements on customer due diligence or other applicable requirements under the Anti-Money Laundering and Counter-Terrorist Financing Ordinance or other applicable guidelines;

申請人 / 投資者未能符合友邦對客戶盡職調查的要求或於《打擊洗錢及恐怖分子資金籌集條例》下或其他適用之指引下的其他適用之要求；

(f) AIA is notified by the Applicant / Entrant that he/she is no longer an applicant of the Scheme and is no longer required to abide by the Scheme Rules; or

友邦已獲申請人 / 投資者通知，申請人 / 投資者不再是計劃的申請人及不再需要遵守《計劃規則》; 或

SAMPLE

(g) AIA is notified by the Applicant / Entrant that his/her Approval-in-principle or Formal approval has been revoked, or his / her application of the Scheme has been withdrawn or terminated.
友邦已獲申請人 / 投資者通知，申請人 / 投資者的「正式批准」或「原則上批准」已被撤銷，或他 / 她的計劃申請已被撤回或被終止。

19. Upon the termination of this Agreement 當終止本協議時：

(a) the designated account will be closed and AIA will cease to be the financial intermediary of the Applicant / Entrant under the Scheme; and
指定賬戶將被取消及友邦將終止作為計劃下申請人 / 投資者的金融中介機構；及

(b) it is the sole responsibility of the Applicant / Entrant to appoint another financial intermediary where applicable, and any relevant charges or expenses will be solely borne by the Applicant / Entrant.
申請人 / 投資者須獨自負責委聘另一金融中介機構（如適用），及任何相關收費或開支將由申請人 / 投資者獨自承擔。

Termination of this Agreement shall not affect the rights of either party accrued prior to termination. 本協議的終止不應影響在終止前已歸於任何一方的權利。

20. Any clause that expressly or by implication continues after termination of the Agreement shall continue after such termination, including Clauses 10, 15 and 16. 任何明示或暗示在本協議終止後繼續有效的條款應在該協議終止後繼續有效，包括第 10、15 及 16 條。

Amendment 修訂

21. No variation, modification or amendment to this Agreement shall be effective unless made in writing and signed by both parties, except (i) pursuant to Clause 22(b) or (ii) changes to Annex B pursuant to Clause 3.
除非以書面形式作出並經雙方簽署作實，否則對本協議的任何變更、修改或修訂一概無效，但 (i) 根據第 22(b)條的規定或(ii)根據第 3 條對附件 B 的變更除外。

22. Notwithstanding the provision under Clause 21, the Applicant / Entrant acknowledges and agrees that: 儘管有第 21 條之規定，申請人 / 投資者確認及同意如下：

(a) AIA reserve the right to amend all fees and charges, and to impose additional or other fees or charges. AIA shall give at least 30 days' notice to the Applicant / Entrant if AIA increases any fees or charges or imposes any additional fees or charges.
友邦保留權利修訂所有費用與收費，以及徵收額外或其他費用或收費。如友邦增加任何費用或收費或徵收任何額外費用或收費，友邦須給予申請人 / 投資者最少 30 天通知。

(b) Variation, modification or amendment to this Agreement shall be made by AIA by written notice to the Applicant / Entrant if it is a result of or pursuant to legal or regulatory requirements (including changes to the Scheme Rules), which shall be effective from the date set out in the notice to the Applicant/Entrant.
如因法律或監管要求而導致或根據法律或監管要求（包括《計劃規則》的變動）對本協議進行變更、修改或修訂，友邦須向申請人 / 投資者發出書面通知，而該變更、修改或修訂在向申請人 / 投資者發出的通知中列明的日期起生效。

Delegation 授權

23. AIA may from time to time, at its sole discretion, appoint any other person(s) as its administrator to perform any duties and obligations stipulated in this Agreement on its behalf. The Applicant / Entrant hereby irrevocably authorizes AIA to disclose information about the Applicant / Entrant, the details of the Applicant / Entrant's

SAMPLE

application of the Scheme, the Applicant / Entrant's designated account and any other information relating to the designated account or the Permissible financial assets in the designated account, to AIA's appointed administrator in connection with the appointed administrator's performance of such duties and obligations. 友邦可不時行使其獨有酌情權委任任何其他人士為其行政人員，以代表其履行本協議訂定的任何責任及義務。就該被委任的行政人員履行該責任及義務，申請人 / 投資者特此不可撤銷地授權友邦向友邦委任的行政人員披露有關申請人 / 投資者的資料、申請人 / 投資者申請計劃的詳情、申請人 / 投資者的指定帳戶及與指定帳戶或指定帳戶內的獲許金融資產有關的任何其他資料。

Miscellaneous 其他

24. This Agreement is in English and a Chinese translation is provided for reference. In the case of any inconsistency between the English version and the Chinese translated version, the English version shall prevail.
本協議採用英文撰寫並提供中文譯本以供參考。本協議的英文版本與中文譯本如有任何不一致，則以英文版本為準。

25. Unless expressly provided to the contrary in this Agreement, this Agreement is not intended to, and does not give, any person who is not a party to it any right to enforce its provisions.
除本協議有明文相反規定外，本協議無意且不賦予任何非本協議一方的人士執行本協議條文的任何權利，亦非立約用意。

26. The failure of a party to insist upon or to enforce any right under this Agreement shall not be construed as a waiver or a relinquishment of such party's right to assert or rely upon such provision or any other provision of this Agreement.
任何協議一方未能堅持或執行本協議項下的任何權利，不應被詮釋為寬免或放棄該一方主張或依賴本協議的該條文或任何其他條文的權利。

27. This Agreement (including all annexes) is the entire agreement between the parties with respect to the subject matter of this Agreement and supersedes all prior communications, representations, or agreements, oral or written, by the parties.
本協議（包括所有附件）為雙方就本協議標的事宜的完整協議，並取代雙方先前所有口頭或書面的溝通、陳述或協議。

28. This Agreement shall be governed by and construed in accordance with the laws of Hong Kong and both parties agree to submit to the exclusive jurisdiction of the courts of Hong Kong. 本協議受香港法律管轄及按及香港法律闡釋，雙方同意香港法院將具有專有司法管轄權。

29. This Agreement may be executed in several counterparts, each of which when executed and delivered (whether in original, email or facsimile copy) shall together constitute one and the same instrument. Delivery of an executed signature page of this Agreement by facsimile or other electronic signature or transmission (including via email in PDF format) by any of the parties to the other party shall be effective as delivery of a manually executed counterpart thereof.
本協議可以多份副本簽立，每份副本在簽立和交付時（不論是正本、電郵或傳真副本）將共同構成一份並且是同一份文書。任何一方透過傳真或其他電子簽名或傳送（包括以 PDF 格式透過電郵）向另一方交付本協議的簽署頁，應與交付人手簽署的副本同樣有效。

SAMPLE

In WITNESS whereof this Agreement is duly executed on the date first above written. 為昭信守，立約雙方現於前述之年月日簽訂本協議。

Signed for and on behalf of
AIA International Limited
代表**友邦保險(國際)有限公司**簽署

_____

SAMPLE

Signed by the **Applicant / Entrant** in the presence of: **申請人/投資者**於見證人面前簽署：

_____ _____

Applicant / Entrant Signature 申請人 / 投資者簽署 Witness Signature 見證人簽署

_____ _____

Print Name 姓名大寫 Print Name 姓名大寫

SAMPLE

Annex A

The following specific provisions set out in this Annex A (1) shall be of the essence of this Agreement and prevail in the events of any conflict or inconsistency between these essential provisions and the other terms of the Agreement, and (2) shall bear the same meaning as in the Scheme:

1. The designated account of the Applicant / Entrant, opened with the Financial Intermediary and operated in accordance with the instruction of the Applicant/Entrant, shall only hold in his own name:

   (1) Permissible financial assets (as defined and referred to in the Scheme Rules published by the Director-General of Investment Promotion of InvestHK ("DGIP") and the Director of Immigration ("DoI") for the purpose of the Scheme);

   (2) cash of HK$3 million for placing into the CIES Investment Portfolio ("CIES IP");

   (3) cash proceeds of sale or other realisation of Permissible financial assets;

   (4) cash transferred to the designated account by the Applicant/Entrant for investment in Permissible financial assets; and

   (5) cash representing cash dividends or interest accruing in the designated account.

2. All cash transferred to the designated account by the Applicant / Entrant and all cash proceeds of sale or other realisation of Permissible financial assets shall be invested or re-invested in Permissible financial assets and/or non-residential real estate in accordance with the Scheme Rules.

3. The Financial Intermediary shall notify DGIP in writing[1] within seven working days of acquiring actual knowledge of any of the following:

   (1) any instruction by the Applicant / Entrant to appoint it as a new Financial Intermediary;

   (2) the Applicant / Entrant has withdrawn any assets from the designated account (other than cash dividends or interest accruing in the designated account) or received any new injection of assets into the account;

   (3) any instruction from the Applicant / Entrant to withdraw any assets from the designated account (other than cash dividends or interest accruing in the designated account) or received any new injection of assets into the account;

   (4) the Applicant / Entrant has not re-invested the proceeds of sale or other realisation of Permissible financial assets in further Permissible 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 calendar 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 asset;

      (b) in calculating the period mentioned in (a) above:

         (i) “date of the contract” means the date on which the written agreement 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;

   (5) any instruction from the Applicant / Entrant 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;

   (6) (except for any lien to secure payment or the Financial Intermediary's proper fees and expenses,) the Applicant / Entrant has 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);

   (7) the Applicant / Entrant has 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);

   (8) any instruction by the Applicant / Entrant to close the designated account; and

[1] The notification could be addressed to the New Capital Investment Entrant Scheme Office (Address: 15/F, Revenue Tower, 5 Gloucester Road, Wan Chai, Hong Kong, Email: newcies@investhk.gov.hk).

SAMPLE

(9) any instruction by the Applicant / Entrant for the existing Financial Intermediary to cease the appointment as his Financial Intermediary.

4. Within 14 working days after the first anniversary of the grant of Formal Approval to the Applicant / Entrant to join the Scheme, and within 14 working days after each subsequent anniversary if the Financial Intermediary still operates the designated account at such anniversary, the Financial Intermediary shall:

   (1) notify DGIP 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 Permissible financial assets held in the designated account at that date; and

   (2) confirm in writing to DGIP that to the best of the Financial Intermediary's knowledge the Financial Intermediary has complied fully with the reporting obligations set out above in respect of the period since the appointment as the Applicant's / Entrant's Financial Intermediary until the relevant anniversary, or notify DGIP in writing of all matters which should have been reported in respect of that period.

5. The Financial Intermediary shall promptly answer all queries addressed to it by DGIP concerning the designated account and supply such documents (whether copies or originals) concerning the designated account as DGIP requests. The Applicant / Entrant irrevocably authorises the Financial Intermediary to answer all such questions and provide such documents.

6. 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 paragraph 71(2) of the Interpretation and General Clauses Ordinance (Cap. 1 of the Laws of Hong Kong)).

7. The Financial Intermediary shall apply to DGIP[2] within seven working days from the day it is made a copy of the contract between the Applicant / Entrant and the Financial Intermediary and within seven working days a copy of every amendment or variation to such contract (but subject to the provisions of paragraph **9** below).

8. These provisions set out at paragraphs **1** to **9** shall prevail over any other provisions in the contract between the Applicant / Entrant and the Financial Intermediary in the event of any conflict or inconsistency between them.

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

SAMPLE

[2] The document could be addressed to the New Capital Investment Entrant Scheme Office (Address: 15/F, Revenue Tower, 5 Gloucester Road, Wan Chai, Hong Kong, Email: newcies@investhk.gov.hk).

附件 A：

本附件 A 所載下文的特定條文是本協議的主要部分，如與本協議的其他條款有互相抵觸或不一致之處，一概以該等特定條文為準。該等特定條文的涵義與計劃內的涵義相同。

1. 申請人 / 投資者在金融中介機構開立並按其指示運作的指定帳戶中，只可以其本人名義持有：
   (1) 獲許金融資產（指投資推廣署署長和入境事務處處長為施行本計劃而公布的《計劃規則》中所作的定義和提述）；
   (2) 300 萬港元現金，以供投入“資本投資者入境計劃投資組合”；
   (3) 出售或以其他方式變賣獲許金融資產所得的現金收益；
   (4) 申請人 / 投資者轉往指定帳戶的現金，用以投資於獲許金融資產；以及
   (5) 指定帳戶內的累積現金股息或利息。
2. 申請人 / 投資者轉往指定帳戶的現金，以及出售或以其他方式變賣獲許金融資產所得的現金收益，必須按照《計劃規則》的規定全數投資或再投資於獲許金融資產及 / 或非住宅房地產。
3. 金融中介機構在實際知悉下述情況後，必須在七個工作天內以書面通知投資推廣署署長[註1]：
   (1) 申請人 / 投資者發出指示，委聘其為新的金融中介機構；
   (2) 申請人 / 投資者已從指定帳戶提取任何資產（帳戶內的累積現金股息或利息除外）或向指定帳戶注入新資產；
   (3) 申請人 / 投資者發出指示，要從指定帳戶提取任何資產（指定帳戶內的累積現金股息或利息除外）或向指定帳戶注入新資產；
   (4) 申請人 / 投資者沒有在下述期限（或當時生效的《計劃規則》所訂明的其他期限）內把出售或以其他方式變賣獲許金融資產所得的收益再投資於獲許金融資產：
      (a) 出售原有資產的立約日期與購入再投資項目資產的立約日期不得相隔超過 14 個公曆日；以及
      (b) 計算上文(a)項所述期限時：
         (i) “立約日期”指書面協議產生法律效力的日期；
         (ii) 不包括所指的首天，但包括所指的最後一天；以及
         (iii) 如該期限的首天及 / 或最後一天是星期日、公眾假期、烈風警告日或黑色暴雨警告日，該日將順延至隨後一個工作天，該期限亦會相應延長；
   (5) 申請人 / 投資者發出指示，把指定帳戶或該帳戶內的任何資產（指定帳戶內的累積現金股息或利息除外轉往任何其他金融中介機構或人士）；
   (6) 申請人 / 投資者已就指定帳戶內的任何資產（包括仍存於該指定帳戶內的累積現金股息或利息（如有））作出押記、轉讓或設定以第三方為受益人的權益（為保證付款而設定的留置權或金融中介機構的正當收費和開支除外）；
   (7) 申請人 / 投資者不再是指定帳戶內所有資產（指定帳戶內的累積現金股息或利息除外）的唯一實益擁有人；
   (8) 申請人 / 投資者發出取消指定帳戶的指示；以及
   (9) 申請人 / 投資者發出指示，終止委聘現有金融中介機構為其金融中介機構。
4. 在申請人 / 投資者獲得“正式批准”參與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

SAMPLE

14 個工作天內，受其委聘的金融中介機構如在該周年日仍然管理指定帳戶，則須：

(1) 以書面通知投資推廣署署長指定帳戶在該周年日的投資組合成分，以及指定帳戶內持有的獲許金融資產在該日的購入價（不包括所有交易費、佣金和印花稅）；以及

(2) 以書面向署長確認該機構已就其所知，自獲委聘為申請人 / 投資者的金融中介機構起至相關周年日的期間，已充分履行上文所述的申報責任或把所有應在該段期間申報的事宜以書面通知署長。

5. 金融中介機構須盡快回覆投資推廣署署長向其提出的關於指定帳戶的所有查詢，並須按署長的要求提供與指定帳戶有關的文件（不論副本或正本）。申請人 / 投資者須授權金融中介機構回覆該等查詢和提交該等文件，而此項授權是不可撤銷的。

6. 在上述條文中，“工作天”指星期日、公眾假日或烈風警告日或黑色暴雨警告日（後兩者的定義與《釋義及通則條例》（香港法例第 1 章）第 71(2)條的定義相同）以外的日子。

7. 就申請人 / 投資者與金融中介機構訂立合約一事，金融中介機構必須在訂立合約後七個工作天內向投資推廣署署長[註2]提交合約副本。每當合約有任何修訂或更改（必須符合下文第 **9** 段的規定），金融中介機構亦須於七個工作天內向署長提交顯示每項修訂或更改的文件副本。

8. 本文第 **1** 至 **9** 段所載的條文如與申請人 / 投資者與金融中介機構所訂立的合約條文有任何抵觸或不一致之處，一概以本文第 **1** 至 **9** 段的條文為準。

9. 未經投資推廣署署長的書面同意，上述條文不得更改。

註 1：該通知可註明送交“新資本投資者入境計劃辦公室”（地址：香港灣仔告士打道 5 號稅務大樓 15 樓、電郵：newcies@investhk.gov.hk）。

註 2：該文件可註明送交“新資本投資者入境計劃辦公室”（地址：香港灣仔告士打道 5 號稅務大樓 15 樓、電郵：newcies@investhk.gov.hk）。

SAMPLE

Annex B 附件 B

Annex B will be completed by AIA.
附件 B 將由友邦填妥。

Name: (hereafter called the "**Applicant / Entrant**") 姓名： (以下簡稱「**申請人/投資者**」)	
Passport Number: 護照號碼：	Issued by: 簽發機構：
New CIES Reference Number: 新資本投資者入境計劃參考編號：	

List of Permissible financial assets which are placed in the designated account of the Applicant / Entrant are set out below:

存放於申請人 / 投資者指定賬戶的獲許金融資產清單如下:

Policy Number 保單編號	Policy Issue Date 保單繕發日期	[Single premium paid] OR [First year regular premium paid] (in policy currency) [已支付整付保費] 或 [已支付首年定期保費]（保單貨幣）	Paid Lump sum premium(s) at policy issuance (in policy currency) 保單繕發時已支付的額外整付保費（保單貨幣）	Remarks 備註

This Annex B comes into effect on the following date and will supersede all Annex B issued by AIA prior to this date pursuant to this Agreement (if any):

_____
Date (mm/dd/yyyy)

本附件 B 於以下日期起生效，並將取代此日期之前友邦根據本協議發出的所有附件 B (如有)：

_____
日期（月/日/年）

Note: AIA will update this Annex B where applicable. All SFC-authorised Investment-Linked Assurance Schemes policies issued by AIA to the Applicant/Entrant which are Permissible financial assets and are eligible for the Scheme shall be automatically included in the Applicant/Entrant's designated account and in this Annex B by AIA.

註：如適用的話，友邦將更新此附件 B。所有由友邦向申請人 / 投資者繕發的經證監會認可的投資相連壽險計劃保單，並皆為獲許金融資產及符合計劃準則，將被友邦自動納入此附件 B 內。

Signed for and on behalf of
AIA International Limited
代表**友邦保險(國際)有限公司**
簽署

_____

SAMPLE