

《賬戶及服務一般條款》修訂通知
(2023年10月31日生效)

招商永隆銀行有限公司(「本公司」)之《賬戶及服務一般條款》將有以下修訂：

第 I 部分：一般條款及重要事項

◇ 新增 H 節 第 5 條 條款

第 III 部分：理財服務

- ◇ 修改 D 節 第 2, 5 條 條款
- ◇ 新增 D 節 第 11 條 條款
- ◇ 修改 E 節 第 1-3, 7-10 條 條款
- ◇ 新增 E 節 第 11 條 條款

有關修改後的條款的已撮述在附件中,並以刪除線標示已刪除的內容,以下劃底線標示已新增的內容,以茲識別。

此通知之中、英文版本如有任何歧異,一概以英文版本為準。

如閣下就本修訂通知生效後繼續使用本公司提供的賬戶或服務,上述修訂將對閣下具有約束力。如閣下不接受本通知中的更改,閣下有權根據《賬戶及服務一般條款》終止閣下的賬戶及服務,有關修訂詳情請參閱附件。

如有任何查詢,歡迎親臨招商永隆銀行各分行或致電客戶服務熱線 230 95555。

招商永隆銀行有限公司謹啟

2023年9月

附件

第 I 部分：一般條款及重要事項

H. 電子結單 / 電子通知書服務

- 5 (只適用於理財賬戶開立) 閣下將以電郵形式收取公司行動通知。

第 III 部分：理財服務

D. 基金投資交易服務

- 2 除非在本 D 節另有規定 (包括“快速贖回服務”條文)，本公司只在已收到來自基金經理的款項後，方會向閣下支付收益 / 贖回所得款項 / 股息 / 票息。
- 6 除非在本 D 節另有規定 (包括“快速贖回服務”條文)，對某基金的單位或股份的任何認購、購買、取得、贖回、轉讓或轉換申請必須於有關訂明的交易日截止時間向本公司提出，該交易日截止時間載列於該基金的解釋備忘錄或由本公司另行通知閣下。本公司於非交易日或訂明交易日營業日的訂明截止時間後所接獲的任何申請，本公司只會於該基金可能接受該等申請的下一個交易日營業日處理。

11 快速贖回服務

- 11.1 本公司可能為指定基金的任何單位或股份提供“快速贖回服務”(本公司將不時指定某基金)。如果閣下選用此服務，本條款(第 11 條)將適用。

- 11.2 如果閣下選用快速贖回服務，即代表閣下同意本公司可能收取相關服務費用(金額將由本公司不時所通知)，同時以當事人身份把閣下對相關單位或股份的受益權益轉移給本公司(或本公司指定的實體)，在此後，本公司有權對該單位或股份進行坐盤交易或贖回。關於這權益轉移，本公司同意的支付價格為基金經理或負責營運該基金的有關人士於適用交易日確認的買入價(扣除所有合理的費用、成本和開支後)(“確認單位價格”)來支付。如本公司在交易日(規定截止時間之前)收到閣下書面指示，適用交易日即為當天；如本公司在非交易日或在交易日(規定截止時間之後)收到閣下書面指示，適用交易日即為該基金的下一交易日。本公司就此類轉移向閣下支付的金額將按如下方式計算：

- (a) 本公司將計算並提供 (i) 按基金經理(或負責營運該基金的有關人士)在前一個交易日確認的買入價及本公司厘定的估值折扣(如適用)計算而來的單位價格(“參考單位價格”)及(ii)本公司服務費。
- (b) 在收到閣下書面指示(不論收到當天是否為交易日)同意按第 11.2(a)條計算的參考單位價格以快速贖回服務執行相關交易後，本公司將扣除所有合理費用、成本和開支(包括本公司服務費)後，

以參考單位價格計算相關單位的同等價值金額存入閣下的結算帳戶。

- (c) 在贖回請求處理完畢後，本公司收到基金經理（或負責營運該基金的有關人士）的贖回款項時，如果基金經理（或負責營運該基金的有關人士）對該贖回的單位或股份設立的確認單位價格高於參考單位價格，本公司將相應超出的金額存入閣下的結算帳戶。如果該價格低於參考單位價格，閣下確認並同意本公司有權在不作另行通知的情況下，從閣下在本公司的任何帳戶（無論是個人帳戶還是聯名帳戶）中扣除相應不足金額，而該權利屬增補而並不損害任何抵銷權、淨額結算權、帳戶組合權、抵押權、請求權或本公司在任何時候以其他方式享有的其他權利（無論是通過法律、合同或其他）。
- 11.3 儘管本條文中有任何規定，閣下確認並同意，一旦按照第 11.2 條的規定轉讓閣下的單位或股份的受益權益後，本公司（或任何指定實體）將不再是該些單位或股份的代名人或代理人。閣下亦同意並接受閣下將不再持有該些單位或股份的任何權利、利益和特權。
- 11.4 閣下確認並同意，有關按照第 11 條贖回的任何單位的操作安排會受限於相關基金經理（或負責營運該基金的有關人士）所規定或本公司與基金經理（或負責營運該基金的有關人士）之間不時協定的不同交易程序（例如：任何暫停交易），而本公司可能酌情調整該操作安排，並不作另行通知。其中確認單位價格（用以確認第 11.2(c)條中提及的支付（如有））及/或本公司收到相關單位的贖回款項取決於基金經理（或負責營運該基金的有關人士）有否提供。在任何情況下，如在收到閣下書面指示後的 2 個營業日內，無法從基金經理（或負責營運該基金的有關人士）獲取適用交易日的確認單位價格（第 11.2 條中提及的）及/或收到相關單位的贖回款項，發給閣下的成交單據將僅包括參考單位價格（第 11.2(a)條提及的）、和本公司的首期付款（第 11.2(b)條提及的），最終成交單據將在確認單位價格、適用交易日和按第 11.2(c)條提及的付款日(如適用)取得後發至閣下。

第 III 部分：理財服務

E. 基金投資儲蓄計劃

- 1 經本公司同意，閣下可使用本公司所提供的表格（「申請表」）或手機銀行申請設定基金投資儲蓄計劃。經本公司同意，閣下將可揀選閣下有意買入的基金，並且指明閣下將會經本公司同意，就每一基金支付供款金額。可供閣下選擇的只限於本公司不時所公佈的各基金。
- 2 在本公司接受閣下的申請後，閣下將會於每個日曆月的協定日期（或假如該日並非銀行營業日，下一銀行營業日）（「供款日」）向本公司支付所議定的每月供款總額。首次付款將在本公司接受閣下的申請之日後不少於 2 個銀行營業日後翌日或指定日期（若該日並非銀行營業日，則順延至下一銀行營業日）（「供款日」）所屬的首個供款日到期繳付。

- 3 本公司會將閣下所實際支付的每筆每月供款金額（在扣除所有有關費用及開支後），用以代閣下（如閣下的結算賬戶是在本公司開立的話）於供款日後第 1 個銀行營業日或在切實可行情況下盡快於其後（「認購日」）買入議定基金的最高數目（下調至小數點後由有關基金經理不時指定的個位數）的單位、股份或權益（「單位」）。假如基於無論何種理由，在 3 個接續銀行營業日之後，本公司未能買入在任何議定基金內的單位，本公司將停止代閣下買入在有關基金內的單位，將此通知閣下並將任何未用的每月供款金額（不附帶利息）存入閣下的結算賬戶。
- 7 如果於供款日閣下所實際支付的金額少於每月供款總額，則除非於認購日之前與閣下另有協定，否則，本公司可不進行購買並將款項（不附帶利息）退回閣下的結算賬戶。
- 8 以議定基金以外的貨幣支付用來購買單位的款項可按本公司所選擇的匯率及時間，由本公司兌換成適用的貨幣。本公司可隨時拒絕接受以議定基金以外的貨幣支付的任何款項。由本公司不時代閣下以閣下的結算賬戶以外的貨幣收取有關基金的款項可按本公司所選擇的匯率及時間，由本公司兌換成適用的貨幣。若基金認購失敗，支付基金款項的貨幣將兌換成原貨幣，匯率差將由閣下負責。本公司可從每筆上述款項扣除所有兌換費用及開支。
- 9 閣下的計劃（包括可提供的基金，每月供款金額的任何最低或最高金額，以及有關贖回或轉換單位價值或在贖回或轉換後計劃內剩餘單位價值的任何最低或最高金額）可由本公司更改並可在經本公司同意下由閣下更改。閣下可使用本公司所提供的表格或手機銀行，申請更改閣下的計劃的任何資料。任何更改將在議定後最少可能 2 個銀行營業日或以上所屬的首個供款日生效。
- 10 閣下在通知本公司並且（若本公司有此要求）向本公司支付附加費之後，可隨時終止閣下的計劃。閣下可使用本公司所提供的表格或手機銀行，申請終止閣下的計劃。本公司可向閣下發出 7 天事先通知，終止閣下的計劃。然而，假如閣下在 2 個 3 個接續供款日未能全數支付每月供款總額，本公司可毋須給予通知終止閣下的計劃並可徵收附加費。
- 11 本公司將定期進行合適性評估，假如評估結果不匹配，閣下的基金投資儲蓄計劃會被暫停。

Revision Notice of General Conditions for Accounts and Services
(With effect from 31st October 2023)

CMB Wing Lung Bank Limited will revise our *General Conditions for Accounts and Services* as follows:

PART I: GENERAL CONDITIONS AND IMPORTANT NOTICE

- ◇ Conditions 5 of Section H will be added

PART III: WEALTH MANAGEMENT SERVICES

- ◇ Conditions 2,5 of Section D will be revised
- ◇ Conditions 11 of Section D will be added
- ◇ Conditions 1-3, 7-10 of Section E will be revised
- ◇ Conditions 11 of Section E will be added

We highlight the key changes to the terms and conditions under the attachment. The deleted contents are marked with strikethrough lines while the newly inserted contents are underlined for easy reference.

In case of discrepancies between the English and Chinese versions of this Notice, the English version shall prevail.

The changes under this Notice shall be binding on you should you continue to use the services or accounts provided by us after the changes come into effect. Should you not accept the changes under this Notice, please note that you have a right to terminate your accounts and services as provided for under the *General Conditions for Accounts and Services*. For details of the amendment, please refer to the attachment.

Should you have any enquiries, please visit any of our branches or contact our Customer Services Hotline at 230 95555.

For and on behalf of
CMB Wing Lung Bank Limited
September 2023

Attachment

PART I: GENERAL CONDITIONS AND IMPORTANT NOTICE

H. E-STATEMENTS / E-ADVICES SERVICES

5. (Only applicable to Wealth Management Account opening)
You will receive Corporate Action notices by Email.

PART III: WEALTH MANAGEMENT SERVICES

D. INVESTMENT FUND TRADING SERVICES

2. Save as otherwise provided in this Section D including the provisions under the heading ‘Quick Redemption Service’, we will pay the income / redemption / dividend / coupon to you only after we have received the money from the Fund Manager.

6. Save as otherwise provided in this Section D including the provisions under the heading ‘Quick Redemption Service’, any application ~~for~~ to subscribe for, purchase, acquire, redeem, transfer or convert any units or shares of a Fund must be submitted to us by the relevant prescribed cut-off time of a dealing day, as set out in the explanatory memorandum of the Fund or otherwise notified to you by us. Any application received by us on a ~~Business Day~~ a day other than a dealing day or after the prescribed cut-off time of a dealing day will only be processed by us on the next ~~Business Day~~ dealing day on which such applications may be accepted by the Fund.

11 Quick Redemption Service

- 11.1 We may agree to offer a ‘Quick Redemption Service’ for any units or shares of a Fund (such Fund as specified by us from time to time). If you elect for such service, this Condition 11 will apply.

- 11.2 If you elect for Quick Redemption Service, you agree that we may at a service fee (the amount as notified by us from time to time), transfer the beneficial interests in the relevant units or shares from you to us (or an entity nominated by us) as principal, and we will thereupon be entitled to deal with or redeem such units or shares on a proprietary basis. In consideration of such transfer, we agree to pay you a price equivalent to the bid price of such units or shares (after deduction of all reasonable fees, costs and expenses) on the applicable dealing day as confirmed by the Fund Manager or any parties operating the Fund (“Confirmed Unit Price”). If we receive your written instruction on a dealing day (prior to any prescribed cut-off time), that day will be the applicable dealing day; if your written instruction is received on a day other than a dealing day or after the prescribed cut-off time on a dealing day, the applicable dealing day will be the next dealing day of the Fund. The amount payable by us to you for such transfer will be effected as follows:-

- (a) We will first calculate and quote (i) a unit price which

is calculated based on the bid price confirmed by the Fund Manager (or any parties operating the Fund) as applied on the immediately preceding dealing day with a valuation discount applied by us (if any) ("Reference Unit Price") and (ii) our service fee.

- (b) Upon receipt of your written instruction (regardless of whether it is received on a dealing day) to proceed with the Quick Redemption Service based on the quoted Reference Unit Price for the relevant transaction calculated based on Condition 11.2(a), we will first credit your Settlement Account with an amount equivalent to the Reference Unit Price of the units after deduction of all reasonable fees, costs and expenses (including our service fee).
- (c) When the redemption proceeds are received from the Fund Manager (or any parties operating the Fund) after the redemption request for such units or shares has been processed, and if the Confirmed Unit Price applied by the Fund Manager (or any parties operating the Fund) for such redemption is greater than the Reference Unit Price, we will credit a further amount corresponding to such excess to your Settlement Account. If such price is smaller than the Reference Unit Price, you acknowledge and agree that we have the right to debit an amount corresponding to the shortfall from any of your accounts (whether singly or jointly with others) anywhere with us without further notice, and such right shall be without prejudice and in addition to any right of set-off, netting, combination of accounts, lien, action or other right to which we are at any time otherwise entitled (whether by operation of law, contract or otherwise).

11.3 Notwithstanding any provisions in these Conditions, you acknowledge and agree that once the transfer of the beneficial interests in the units or shares from you as set out in Condition [11.2] has been effected, we (or any nominated entity) will cease to be your nominee or agent in holding such units or shares. You further agree and accept that you will cease to hold any rights, interest, and privileges of a beneficial owner of such units or shares.

11.4 You acknowledge and agree that the operational arrangement in respect of the redemption of any Units in this Condition 11 is subject to different dealing procedures as imposed by the relevant Fund Manager (or any parties operating the Fund) or as agreed between us and the Fund Manager (or any parties operating the Fund) from time to time (for example, any suspension in dealing), and such operational arrangement may be adjusted at our discretion without prior notice. In particular, the availability of the Confirmed Unit Price (on which the payment (if any) in Condition 11.2(c) is based) and/or our receipt of redemption proceeds in respect of the relevant Units depends on the Fund Manager (or any relevant parties operating the Fund). In any circumstances where the Confirmed Unit Price (referred in Condition 11.2) and/or our receipt of redemption proceeds in respect of the relevant

Units is not available from the Fund Manager (or any relevant parties operating the Fund) within 2 business days of receipt of your written instructions, the contract note issued to you will only include the Reference Unit Price (referred in Condition 11.2(a)) and our initial payment (referred in Condition 11.2(b)) and the final contract note will be issued to you upon the Confirmed Unit Price, the applicable dealing day and the date of our payment (if any) based on Condition 11.2(c) being available.

E. INVESTMENT FUND SAVINGS PLAN

1. You may, with our agreement, apply to establish ~~a monthly~~ an investment fund savings plan by the form (“Application Form”) provided by us or Mobile Banking. You will, with our agreement, select the Fund(s) you wish to buy, and specify the ~~Monthly~~ Contribution Amount you will pay for each Fund. Only those Funds notified by us from time to time are available for your selection.
2. Following our acceptance of your application, you will pay the agreed Total ~~Monthly~~ Contribution Amount to us on the agreed date ~~in each calendar month~~ (or, if it is not a banking day, on the next banking day) (“Contribution Date”). The first payment will be due on the first Contribution Date falling ~~at least 2 banking days~~ the second bank date after the date of your application or your specified date.
3. We will use each ~~Monthly~~ Contribution Amount actually received from you (after deducting all relevant fees and expenses) towards buying, on your behalf, the maximum number (rounded downwards to the number of decimal places as prescribed by the relevant Fund Manager from time to time) of units, shares or interests (“units”) of the agreed Fund on the ~~1st banking day after the Contribution Date or as soon as practicable thereafter if your Settlement Account is maintained with us~~ (“Subscription Date”). If we cannot buy units in any of the agreed Funds after 3 consecutive banking days for whatever reason, we will cease to buy units in the relevant Fund(s) on your behalf, notify you and credit any unused ~~Monthly~~ Contribution Amount(s) (without interest) to your Settlement Account.
7. If the amount actually received from you on the Contribution Date is less than the Total ~~Monthly~~ Contribution Amount, unless otherwise agreed with you before the Subscription Date, we may make no purchase and refund the moneys (without interest) to your Settlement Account.
8. Payments to be made for the purchase of units in a currency other than that of the agreed Funds may be converted by us into the applicable currency at the rates and times selected by us. We may refuse to accept any payment in a currency other than that of the agreed Funds at any time. Payments to be received by us on your behalf in respect of the Funds from time to time in a currency other than that of your Settlement Account may be converted by us into the applicable currency at the rates and times selected by us. The difference of exchange rates will be carried by you in respect of the

currency paid for the fund will be converted into the original currency if the fund subscription fails. We may deduct all fees and expenses for the conversion from each such payment.

9. Your plan (including the Funds available, any minimum or maximum amount for the ~~Monthly~~ Contribution Amount, and any minimum or maximum amount in respect of the value of the units redeemed or switched or the value of the units remaining in the plan after redemption or switching) is subject to change by us, and may be changed by you with our agreement. You may apply to change any details of your plan by the form provided by us or Mobile Banking. Any agreed change will become effective as from the first Contribution Date falling ~~maybe~~ at least 2 banking days or more later.
10. You may terminate your plan at any time after notice to us and, if we require, paying us a surcharge. You may apply to terminate your plan by the form provided by us or Mobile Banking. We may terminate your plan by 7 days' prior notice to you. However, if you fail to pay the Total ~~Monthly~~ Contribution Amount in full on ~~2~~ 3 consecutive Contribution Dates, we may terminate your plan without notice and a surcharge may be levied by us.
11. We will conduct suitability assessment periodically, if mismatch, your Investment Fund Savings Plan will be suspended.