

## TERMS AND CONDITIONS GOVERNING UNIT TRUST TRANSACTIONS

1. I/We confirm that I/we have received, read and understood the most recent version of the Prospectus and other fund literature of the relevant fund(s), and I/we undertake to observe and be bound by the terms and conditions contained therein (as may from time to time be amended).
2. I/We declare that I/we am/are not citizen(s) and/or resident(s) of the countries (including but not limited to the US and Canada) who are not permitted to invest in the funds as set out in the documents referred to in item 1 above. I/We undertake to inform the Bank immediately if I/we become citizen(s) and/or resident(s) of these countries, in which circumstances I/we may be obliged to redeem the units of the respective funds.
3. I/We certify that I am/we are not:
  - a. prohibited from purchasing or holding unit as provided in the documents mentioned in item 1 above; and
  - b. acting on behalf of any person or entity who is prohibited from purchasing or holding units as provided in the documents mentioned in item 1 above.
4. I/We acknowledge that the decision to invest and redeem is based on my/our own judgement without relying on any materials provided (other than those set out in item 1 above) or advice given by the Bank or its representatives.
5. I/We understand that the value of units and the income from them may fall as well as rise. In certain circumstances the investor's right to redeem may be restricted. I/We am/are fully aware of the investment risks (including possible loss of the principal amount invested) involved. Accordingly, I/we will not hold the Bank responsible for any losses that I/we may suffer in connection with any acquisition, holding, disposal or redemption of any units. I/We am/are fully aware that my/our investments are not obligations of, deposits in, or guaranteed by the Bank's affiliates, unless otherwise provided in the prospectus.
6. I/We understand that the units will be registered in the name of the HSBC (Singapore) Nominees Pte Ltd or such other name as may be determined by the Bank.
7. I/We authorise the Bank to carry out my/our instructions with respect to the purchase, subscription, holding, switching, transfer and/or redemption of units, or in relation to any other instructions I/we may wish to give to the relevant fund from time to time and which the Bank may agree to process.
8. I/We agree that the Bank may aggregate my/our purchase order or redemption order for units with other purchase or redemption orders received from the Bank's other clients for the same fund, and place an aggregated purchase or redemption order with the fund house. I/We acknowledge that any fund which receives a purchase order from me/us is not obliged to accept such purchase order in whole or in part. I/We further acknowledge that the aggregation of my/our order with the Bank's or the Bank's other clients' orders may operate on some occasions to my/our advantage and others to my/our disadvantage.
9. I/We hereby authorise the Bank to accept and retain for its own benefit from the fund house(s) engaged in the above transaction(s) any commission, rebate, allowance, benefit and/or other advantage (including arrangements with fund managers, brokers or other persons by which the Bank or any connected person may be provided with research, statistical or other services for which the Bank or any connected person makes or make no direct payment but instead endeavours or endeavour to place business with such fund managers, brokers or other persons) arising out of or in connection with the handling of the above transaction(s). The Bank shall be entitled to retain any interest generated on any payment(s) made by/to me/us pending transfer to/from the fund house or me/us or other disposal hereunder.
10. All instructions given are irrevocable and may not be amended, rescinded or withdrawn without the written consent of the Bank.
11. All purchase or redemption orders or switching instructions received by the Bank on a dealing day before 2.30pm or such other cut-off time specified by the Bank shall be delivered to the relevant fund on the same dealing day, and if received on a non-dealing day or after 2.30pm or such other specified cut-off time shall be delivered to the relevant fund on the next dealing day (except where the fund concerned has been pledged to the Bank, in which case the Bank may take more than one dealing day to process the instruction even if received before the relevant cut-off time, or not process the instruction at all if the fund you are switching to is not acceptable to us as collateral or is insufficient to secure your outstandings on your overdraft). The actual bid and offer prices of any transaction will be determined in accordance with the documents mentioned in item 1 above at the time of transaction. Any prices or figures which may have been quoted by the Bank or its representatives at the time of placing of the order or at any time are only indicative. Where the prices of the relevant units (or any other payment due hereunder) is denominated in a currency different from that of my/our account to be debited/credited, the Bank is hereby authorised to convert any currency into the required currency at such rate of exchange as conclusively determined by the Bank to be prevailing at the relevant time. I/We shall bear all foreign exchange costs, money transmission costs and all losses, damages and/or other costs arising in connection with any such currency conversion in respect of any transaction for my/our account.
12. I confirm that in the event that I have an HSBC Singapore Internet Banking Account and choose to transact on my investment account online, I authorise the Bank to accept my investment instructions provided electronically.
13. The Bank has no authority to accept applications on behalf of the relevant fund house(s). Receipt of my/our order by the Bank shall not amount to acceptance of any application by such fund house(s).
14. I/We understand that my/our order will not be carried out (unless otherwise agreed by the Bank) until any requisite application money has been received by the Bank and in the event that the relevant fund house(s) refuse to accept any application (which I/we acknowledge that it/they is/are entitled to do), any application money paid should be refunded to my/our account specified above without accrued interest.
15. Unless otherwise instructed by me/us and accepted by the Bank, dividends and distributions declared on the funds (save for the funds that distribute cash dividends only) will be automatically reinvested. In the event that I/we opt to receive such dividends in cash, I/we will maintain an account with the Bank in the same currency of the fund to facilitate the crediting of such dividends.
16. In the event that I/we participate in the Monthly Investment Plan, my/our participation shall remain effective until the Bank has received 30 days' prior written notice from me/us to terminate my/our participation in the Monthly Investment Plan. The minimum monthly investment sum shall be such sum as may be specified by the Bank from time to time. Payments in respect of my/our participation in the Monthly Investment Plan shall be debited from my/our bank account on such day of each month as may be determined by the Bank from time to time (the "debit date") and where the said day is not a business day my/our bank account will be debited on the business day before the debit date. I/We agree that notwithstanding any debit from my/our account on a business day, the Bank will deliver the purchase order in respect of the amount debited to the relevant fund within the next five working days after the account is debited. For the purpose of this Agreement "business day" shall exclude Sundays and public holidays in Singapore and "dealing day" shall exclude Saturdays, Sundays and public holidays. Any change of Monthly Investment Plan instruction that is given to the Bank in less than 7 working days before the debit date shall be effected at the next debit date. I/We hereby acknowledge that the bank reserves its right to charge me/us a fee in the event that I/we terminate my/our participation in the Monthly Investment Plan within 12 months from date of participation for any reason.
17. I/We shall ensure that there is sufficient money in my/our account to satisfy the monthly investment sum. I/We acknowledge that no units will be purchased for me/us until the Bank has received the monthly investment sum. In the event that the Bank does not receive more than two monthly investment sums, I/we agree that the Bank shall be entitled to terminate my/our participation in the Monthly Investment Plan without notice to me/us and the Bank shall not issue any further statements to me/us. Provided always that the Bank shall not be responsible for any losses, expenses, damages and cost arising from such termination of my/our participation in the Monthly Investment Plan.
18. Subject to the provisions of the trust deed constituting relevant fund, the Bank shall hold on the death of any joint holder of units in the relevant fund to the order of the survivor or survivors, without prejudice to any right which the Bank may have in respect thereof arising out of any lien, mortgage, pledge, set-off, counterclaim or otherwise.
19. All information contained in any confirmation advice or statement shall be conclusive evidence of the same unless I/we prove to the Bank's satisfaction within 14 days if the date of the confirmation advice or 30 days of the date of the statement, as the case may be, that the information set out therein is incorrect.
20. I/We confirm that I/we am/are aware of the relevant legal and tax and exchange control regulations in force in my/our country of citizenship, residence or domicile.
21. I/We understand that my/our order and the transaction(s) to be effected pursuant to my/our order are subject to the Bank's unit trust services terms and conditions and:
  - a. for the avoidance of doubt, units acquired pursuant to my/our order will constitute "securities" as defined in the Bank's unit trust services terms and conditions; and
  - b. wherever there is any discrepancy between the terms of my/our order and those of the Bank's unit trust services terms and conditions, the terms of my/our order will prevail.
22. Disclosure of Information
  - a. To enable the Bank to provide or consider whether to establish the account and provide me/us with related services, I/we must supply to the Bank any information relating to me/us (including any information relating to me/us obtained from any credit bureau or its compliance committee or its MAS approved members or subscribers) (collectively, "Customer Information").
  - b. In the event the Bank agrees, at my/our request, to establish the account and provide the related services, I/we expressly authorise (i) the Bank to transfer and disclose any Customer Information to any credit bureau approved or gazetted by the Monetary Authority of Singapore ("MAS") of which the Bank is a member or subscriber (or to its compliance committee) and/or any other member or subscriber that has been approved by the MAS; (ii) any credit bureau to disclose Customer Information to the Bank and any of its members or subscribers to enable the Bank and such members or subscribers to assess my/our creditworthiness; and (iii) the Bank to use, store and transfer (whether within or outside Singapore) and/or exchange any Customer Information to or with any member of the HSBC Group and any such persons as the Bank may consider necessary (including persons described in the Bank's general policy on disclosure of information, as set out in statements, circulars, notices or other terms and conditions made available by the Bank to me/us from time to time), for any and all purposes in connection with such account and services and/or for the purpose of promoting, improving and furthering the provision of other financial services by the Bank and any member of the HSBC Group to me/us generally and/or any other purposes.
  - c. I/We acknowledge and agree that, where the Bank considers it necessary or appropriate, the Bank may transfer any Customer Information to any service provider (whether situated in or outside Singapore), under conditions of confidentiality imposed on such service provider, for the purpose of data processing or providing any service on behalf of the Bank to me/us.
  - d. I/We acknowledge that the Bank or an overseas service provider may, in certain circumstances, be required to, and I/we agree that it may, disclose Customer Information to third parties. Those circumstances include the Bank or that overseas service provider being compelled to disclose Customer Information pursuant to any court order, police investigation and criminal prosecution for tax or other offences.
  - e. I/We agree to provide the Bank with such assistance as may be necessary (including, where relevant, the provision of identification documents) to enable the Bank to comply with its obligations under all applicable laws, rules and regulations to identify its accountholders for anti-money laundering and counter-terrorism financing purposes.