

Unit Trusts Monthly Investment Plan Terms & Conditions and Declarations.

Terms and Conditions:

(i) General

1. The Unit Trusts Monthly Investment Plan (the 'Plan') is only available to customers holding a HSBC Hong Kong dollar-denominated savings or current account ('Cash Account'), and at least one HSBC Investment Services Account or HSBC Unit Trusts Account. If at any time you cease to hold the Cash Account and at least one HSBC Investment Services Account or HSBC Unit Trusts Account after being enrolled in the Plan, your participation in the Plan will automatically terminate without notice.
2. The Plan and the transaction(s) to be effected pursuant to the Plan are subject to these Terms and Conditions, the Unit Trusts Monthly Investment Plan Service Charge Terms and Conditions and the Integrated Account Terms and Conditions or HSBC Unit Trusts Account Terms and Conditions (as applicable) which you have accepted. In this regard:
 - (a) for clarity, unit trusts acquired pursuant to this Plan will constitute 'Securities' as defined in the Integrated Account Terms and Conditions, or "Unit Trusts" as defined in the HSBC Unit Trusts Account Terms and Conditions; and the services provided pursuant to the Plan will constitute "Services" as defined in the Integrated Account Terms and Conditions or HSBC Unit Trusts Account Terms and Conditions;
 - (b) the terms and expressions used in these Terms and Conditions have the same meanings as defined in the Integrated Account Terms and Conditions or HSBC Unit Trusts Account Terms and Conditions unless the context requires otherwise, and
 - (c) in the event of any inconsistency between these Terms and Conditions and the Integrated Account Terms and Conditions or HSBC Unit Trusts Account Terms and Conditions, these Terms and Conditions will prevail.
3. HSBC may vary at its sole discretion from time to time the list of unit trusts that is available for you to select and purchase. HSBC has the right to remove from the list any unit trusts which you have given instruction to purchase. HSBC will give you prior written notice. In that case, you may instruct HSBC to terminate contribution in respect of such unit trusts and/or switch the related contribution to other available unit trusts. If HSBC receives no instruction from you on or before the expiry of HSBC's notice, HSBC is entitled to cancel your instruction to purchase such unit trusts without further notice.
4. You understand and accept that the list of unit trusts as HSBC may specify and vary from time to time and any materials provided by HSBC in connection with the Plan do not constitute the giving of investment advice of any nature by HSBC to you.
5. In relation to prices of unit trusts, the actual prices will be determined at the time of the transaction in accordance with the offering documents of the relevant unit trusts, which include the latest version of the constitutive document, prospectus, explanatory memorandum, product factsheet, key facts statement, annual report, interim report and quarterly report (if applicable) of that unit trusts ('Offering Documents'). Any price of unit trusts quoted to you are for your

- own reference only. Where the price of the relevant unit trusts (or any other payment due hereunder) is denominated in a currency different from that of your designated Cash Account, you authorise us to convert any amount denominated in a currency to another currency for the purpose of any such transaction or payment at our prevailing exchange rate at the relevant time.
6. The name(s) of customer(s) applying for participation in the Plan in this Application should be the same as those holding the HSBC Investment Services Account, HSBC Unit Trusts Account and Cash Account designated in this Application.
 7. This Application must be duly completed and received by the Bank at least one (1) business day before the Debit Date in order for you to start making contributions on that Debit Date. Any application received after such cut-off will be deferred to the following business day for execution. You may choose any Debit Date after that as the effective date when monthly contributions are debited. If, in a particular month, the date you choose does not exist, the Debit Date for that month will automatically fall on the first business day of the following month. In those circumstances you may have your account debited twice in the same month.
 8. Subject to the conditions set out in this clause, you may amend contributions under the Plan from time to time, and you may terminate the Plan at any time. The conditions are: (i) any amendment of contributions is subject to HSBC's consent; (ii) you have to give instructions via HSBC Internet Banking or other channels acceptable to HSBC (e.g. in a written form prescribed by HSBC submitted via branch) which must be received by HSBC at least one (1) business day before the Debit Date in order for the amendment or termination to take effect on that Debit Date.
 9. You can decrease your monthly investment contribution under the Plan or terminate the Plan through Phonebanking Service. You may also increase or decrease your monthly investment contribution under the Plan or terminate the Plan through HSBC Internet Banking.
 10. We do not act for the fund manager of any unit trusts. We have no authority to accept your application for unit trusts on behalf of the fund manager. Receipt by us of your application for unit trusts does not amount to acceptance of that application by the fund manager and any purchase of the funds is only effective upon acceptance by the fund house.
 11. You understand that the personal data provided in this Application, and details of transactions or dealings between HSBC and you will be used, stored, disclosed and transferred (in and outside the Hong Kong SAR) to such persons as HSBC considers necessary, including any member of the HSBC Group, for any purpose in connection with services HSBC may provide to you, and/or in connection with matching for any purpose with other personal data concerning you, and/or for the purpose of promoting, improving and furthering the provision of services by HSBC and/or other HSBC Group members to customers generally. You have the right to request access to and correction of any personal data, and to request the personal data not to be used for direct marketing purposes.
 12. Unless specified otherwise, the term 'business day' when used in this Application and the Terms and Conditions attached means a day, other than a Saturday, Sunday or public holiday, on which banks are open for general business in Hong Kong.
 13. HSBC has the right to withdraw or terminate the Plan at any time at its discretion upon giving you at least thirty (30) calendar days' prior written notice. However, HSBC has the right to withdraw or terminate the Plan upon shorter notice if there is any matter that affects the unit trusts under the Plan, including without limitation, a change in investment objectives or classification of the unit trusts as derivative products according to regulatory requirements.
 14. HSBC has the right to vary these Terms and Conditions from time to time by giving you at least thirty (30) calendar days' prior written notice. If you do not terminate your participation in the

Plan prior to the expiry of such notice period, you will be considered to have agreed to such change.

(ii) Debit Arrangement

15. The gross monthly investment contribution for the Plan will be debited from your designated Cash Account by direct debit authorisation on the Debit Day specified by you. If such a date is not a business day, the monthly contribution will be debited on the next business day. The unit trusts that you have subscribed under the Plan will be allocated within five (5) business days after the monthly contribution is debited from your Cash Account. The Debit Date and the allocation date of the unit trusts may be changed by HSBC from time to time without prior notice. For the purpose of this Application and the Terms and Conditions, a 'Debit Date' means the date on which the monthly contribution is actually debited.
16. You shall ensure that there are sufficient available funds in the designated Cash Account to pay the gross monthly investment contribution on the Debit Date. No monthly reminder will be sent to you before your account is debited. If you choose a Cash Account that is associated with a credit facility, please note that overdraft charges and interests may be incurred if sufficient credit balance is not maintained to cover the gross monthly contribution amount.
17. In the event that there are insufficient funds in your designated Cash Account to pay the gross monthly investment contribution on a Debit Date, HSBC will process the debits in the following manner:
 - (i) give priority fulfilment to the largest contribution required, and proceed to attempt to fulfil the next contribution in order of decreasing monetary value; or
 - (ii) if the contribution amount for two plans is the same, priority will be given to the plan by fund code by decreasing numerical order.
18. We have the right not to act on an instruction if there are insufficient available funds in your Cash Account or from credit facilities to satisfy the settlement obligation arising from the instruction and any fees, expenses or interest payable in respect of the transaction. If the manager of the relevant unit trusts refuses to accept your application relating to that unit trusts, we will arrange for refund or release of the application moneys to you without interest through the designated Cash Account.
19. If HSBC has cancelled in full, or not been able to act on your instruction to purchase unit trusts for three (3) consecutive months or more for any reason, your participation in that particular Plan will be automatically terminated.
20. You do not need to have the same Cash Account linked to all your Plans. If you change a Cash Account from which funds are debited for a particular Plan, this does not affect any other Plan.

(iii) You have specified the target number of months to invest in the Plan

21. If you have (i) specified in this Application the target number of months to invest in the Plan, but have not opted for the Plan to automatically terminate upon reaching the number of months specified; and (ii) opted to receive an SMS notification upon such target is reached, we will send an SMS notification to you as a reminder on or after the date when the last contribution has been made and the relevant unit trusts allocated to you upon reaching the target number of months specified. In such a case, the Plan will continue unless and until we receive from you an instruction to amend or terminate the Plan.

22. If you have specified in this Application the target number of months to invest in the Plan and have opted for the Plan to automatically terminate upon reaching the number of months specified, the Plan will automatically terminate without prior notice from us upon such target is reached, and the last contribution has been made and the relevant unit trusts allocated.
23. If you have not specified in this Application the target number of months to invest in the Plan, the Plan will continue and will not automatically terminate until we receive instruction from you to terminate the Plan.
24. Only those months in which regular monthly investment contributions under the Plan have been made will be counted towards the "target number of months" you have specified in this Application for the Plan.
25. The "target number of months" specified in this Application will be automatically extended for another month if there has been unsuccessful debit of the monthly investment contribution in any particular month.
26. Your latest instructions accepted by us to amend the "target number of months" for contribution under the Plan for the same unit trusts will apply and replace any previous instructions with respect to the same unit trusts, if applicable.

(iv) You have specified the target market value of unit trusts to be accumulated under the Plan

27. If you have (i) specified in this Application the target market value of unit trusts to be accumulated under the Plan, but have not opted for the Plan to automatically terminate upon reaching the target market value specified; and (ii) opted to receive an SMS notification upon such target is reached, we will send an SMS notification to you as a reminder on or after the date when your specified target market value is reached and the relevant unit trusts have been allocated. In such a case, the Plan will continue unless and until we receive from you an instruction to amend or terminate the Plan.
28. If you have specified in this Application the target market value of unit trusts to be accumulated under the Plan and have opted for the Plan to automatically terminate upon such target is reached, your Plan will automatically terminate without prior notice from us after your specified target market value of unit trusts is reached and the relevant unit trusts are allocated.
29. Calculation of 'target market value':
 - (i) does not include unit trusts accumulated from unit trusts lump sum subscription; and
 - (ii) includes unit trusts accumulated from (excluding any redeemed and switch-out unit trusts):
 - a. regular monthly contribution to the Plan; and
 - b. previous Plan(s) related to the same unit trusts;
30. To determine whether you have reached the target market value you have specified under the Plan in any month, we will calculate the market value of the unit trusts you have accumulated under the Plan daily after the relevant unit trusts have been allocated. If no monthly investment contribution is made in that month for any reason, we will calculate the market value of the unit trusts you have accumulated under the Plan after the Debit Date.
31. If you have not specified in this Application the target market value of unit trusts to be accumulated under the Plan, the Plan will continue and will not automatically terminate until we receive instructions from you to terminate the Plan.

32. Your latest instructions accepted by us to amend the "target market value" of unit trusts to be accumulated under the Plan for the same unit trusts will apply and replace any previous instructions with respect to the same unit trusts, if applicable.

(v) SMS notification

33. If you have opted to receive SMS notification from us in this Application, you are required to provide your mobile phone number to us and to promptly notify us of any change to your mobile phone number, in order to enable us to send the SMS notifications to you. Failure to do so may result in our inability to send you such SMS notifications for which we will not be held responsible.

34. We will only send SMS notification once. We will not retrieve and re-send any sent SMS notification deleted by you.

35. All SMS notifications sent by us is one-way and you should not reply to such SMS notifications.

36. You must notify us immediately upon the disconnection or suspension of your mobile phone service and we will not be responsible for sending SMS notification to the wrong party if you have failed to do so.

37. We reserve the right to terminate the provision of SMS notification service at any time without notice.

38. If you have set up a Plan via a joint account and have subscribed for the SMS notification service, we will send the same SMS notifications to all account holders of the joint account.

39. All SMS notifications sent by us to you on the mobile phone number provided by you and kept on our record are deemed to have been delivered to you at the time when the communication was sent or re-sent (if applicable) by us. We are not liable for any loss, cost or damage of any kind incurred or suffered by you as a result of any interruption, delay or failure (whether total or partial) in providing the SMS notification service to you to the extent that it is attributable to any cause beyond our reasonable control or the reasonable control of our agents or nominees (including without limitation failure of your mobile phone to receive SMS for whatever reason, or telecommunication breakdown and interruption).

40. You are solely responsible for paying the fees, charges and expenses for your telecommunications equipment and the services provided by your telephone service provider and/or any telecommunications company (whether or not designated by us) for providing or servicing your telecommunications equipment in connection with the receipt of the SMS notifications.

41. If you travel outside Hong Kong without suspending the SMS notification service, you authorise us to transfer information about you and your account to the relevant network operator and any service provider for the purpose of providing the SMS notification service to you outside Hong Kong. You further authorize us and them to use, transfer and store such information in such countries as are necessary for that purpose.

42. If we have sent, or attempted to send, to you such SMS notification according to the service scope of the SMS notification service as shall be set by us from time to time (including, without limitation, any re-sending procedures if we believe a communication sent through SMS notification service does not reach you), we are not liable for any loss suffered by you if the SMS notification is not fully or accurately received by you or at all.

43. If we believe a communication sent through the SMS notification service does not reach you, we may re-send it to the contact details you provided in accordance with the procedures for re-sending SMS notification set by us from time to time. If we believe a communication sent or re-sent through the SMS notification service does not reach you, we may in our discretion stop

sending any further communication through the SMS notification service and we are not liable for any loss suffered by you as a result.

44. You acknowledge that any information provided to you through the SMS notification service is for your personal reference only. We are not bound by the information and it is not proof of any matter it describes or relates.

Declarations

1. I/ We have received and understand (i) the Terms and Conditions above and the Unit Trusts Monthly Investment Plan Service Charge Terms and Conditions, and (ii) the terms and conditions set out in the Offering Documents of the relevant unit trusts to which I/we have subscribed under the Plan, and I/ we undertake (jointly and severally) to be bound by them.
2. I/We authorise HSBC to debit my/ our above designated Cash Account on such date and in such amount in accordance with the Terms and Conditions contained in this Application. I/We agree to maintain an amount of credit balance and/ or available credit facility in the Cash Account at least equal to the amount to be debited at the time of the Debit Date. I/We hereby charge such amount of credit balance in favour of HSBC as security for my/our liabilities in respect of the instruction in this Application.
3. I/We understand that eligibility for the purchase of the unit trusts is subject to the determination and acceptance by HSBC and any purchase of the funds is only effective upon acceptance by the fund house.
4. I/We declare that I/we are not resident(s) of the countries in the terms and conditions set out in the Offering Documents of the relevant unit trusts to which I/we have subscribed under the Plan. I/We undertake to inform the Bank immediately if I/we become residents of these countries, in which circumstance I/we may be obliged to redeem the units of the respective unit trusts.
5. I/We confirm I/We have read and accepted the risk disclosure statements and the disclaimers respectively set out in this Application under the headings 'Risk Disclosures' and 'Disclaimers' . I/We understand that if I/We have any questions, I/We should contact branch staff or I / We may also take independent advice.
6. I/we am/are fully aware of and understand, (i) the terms set out in the Offering Documents, including, without limitation, the risks of investing in the fund(s); and (ii) the product features, including potential liquidity, time horizon and any currency implications, the product structure, investment tenor (for capital guaranteed/secured funds), obligations and consequence of early redemption (for capital guaranteed/secured funds), risk and returns associated with unit trust investment. I/We confirm that I/we wish to proceed with my/our subscription having considered my/our own circumstances
7. I/We certify that I/we are not prohibited from purchasing or holding units or acting on behalf of any person or entity who is prohibited from purchasing or holding units in the terms and conditions set out in the Offering Documents of the relevant unit trusts to which I/we have subscribed under the Plan.
8. I/We fully understand and accept the terms of the unit trusts transactions including the relevant fees, charges, expenses and commissions relating to this Application. I/We understand that if I/we intend to hold unit trusts for a short investment horizon, I/we should be mindful of the impact of fees and charges in the overall investment return.
9. I/We understand that the Offering Documents of a unit trusts are not intended to provide tax, legal, accounting, investment or financial advice. I/we should not rely on them for such advice or for

credit or other evaluation of that unit trusts. Nor should I/we rely on them as assurance or guarantee as to the expected return (if any) of that unit trusts. Making available to me/us any advertisements, marketing or promotional materials, market information or other information relating to unit trusts, a product or service shall not, by itself, constitute solicitation of the sale or recommendation of any unit trusts, product or service.

10. I/we understand that:

- (a) if the Bank has solicited the sale of or recommended any unit trusts to me/us, the Bank has assessed the reasonable suitability of such product for me/us in accordance with the Integrated Account Terms and Conditions or the Unit Trusts Account Terms and Conditions (as applicable to you). I/we understand that if circumstances relating to me/us, such product, such product's issuer or key operator or general market conditions change, such product may no longer be suitable for me/us;
- (b) the Bank does not provide advisory services and therefore does not assume any advisory duty of care or obligation in the solicitation of the sale or recommendation of this Application and the related transactions other than to ensure reasonable suitability as set out in (a) above, and I/we should obtain independent professional advice (including legal, tax and accounting advice) about my/our investments where necessary. Any limitation of the Bank's obligation or duty in this Clause 10(b) is subject to compliance with all applicable law or regulations.

11. I/We confirm that the information I/we provide to the Bank is complete, accurate and up-to-date and the Bank may rely on my confirmation when assessing suitability.

12. I/We understand that in respect of a unit trust distributed by HSBC, HSBC acts as agent in the transaction as it may specify and will benefit from the transaction or distribution of that unit trust. I/We also understand and acknowledge that as a distributor of the relevant unit trust, HSBC is entitled to receive and retain commissions and other fees from the fund manager of that unit trust, including full rebate of the initial charge (subject to any cap specified in the Offering Documents of that unit trust), the switching fee and sharing in the management fee as well as the marketing sponsorship fee.

13. I/We understand that the Bank has asked me/us to consider the following:

- (i) set aside at least 6 months personal/household expenses as liquid assets for unforeseeable emergency personal or family needs when considering the amount of funds available for achieving my/our financial goals and consider to diversify my/our investment and allocate the amount of fund across different products;
- (ii) if I/we am/are aged 65 or above, invest into lower risk products with capital protection and less into products where the capital is at risk, maintain a higher proportion of assets in deposit based accounts, and reserve more personal/household expenses as liquid assets for unforeseeable emergency personal or family needs;
- (iii) if I/we am/are non Hong Kong citizen(s) aged 65 or above, take tax advice to maximise the value of my/our estate(s);
- (iv) if I/we have or anticipate changes in circumstances impacting time horizon, invest into lower risk products with capital protection, invest less, maintain an accessible source of funds, and maintain a higher proportion of assets in deposit based accounts;

- (v) if I/we have limited means or no regular source of income, invest less and maintain a higher proportion of assets in deposit based accounts;
- (vi) if I/we have recently received unexpected windfall, deposit the money into a flexible savings account whilst I/we decide on what I/we want to achieve, and seek advice from trusted family, friends and professionals prior to committing to longer term products and services.

14. For unit trusts issued or managed by any other member of the HSBC Group, I/we understand that HSBC (as distributor) and the issuer or fund manager of that unit trusts are members of the HSBC Group. HSBC or its associates (or both) will benefit from the origination and distribution of that unit trusts.

15. I/We understand that I am/we are advised to consider to diversify my/our investment and allocate my/our unit trusts across different products.

16. I/We understand that the initial charge(s) is/are calculated according to the fund type, account type, subscription amount and subscription channel, which may represent a discount against the initial charge stated in the prospectus.

17. I/We confirm that I/we am/are not person(s) who:

- is/are US citizen(s) / with US nationality (regardless of dual nationality or citizenship or residence);
- is/are US resident(s) (regardless of nationality or citizenship);
- is/are US tax payer(s) [i.e. person(s) who has/have elected to be treated as US resident for US federal income tax purpose (regardless of nationality or citizenship) by attaching such election to his/her their US federal income tax return];
- has/have a US address (e.g. primary mailing, residence or business address in the US)

18. I/We confirm that I/we are aware of the relevant legal and tax and exchange control regulations in force in my/our country of citizenship, residence or domicile.

Note: The English version prevails to the extent of any inconsistency between the English and Chinese versions.