

Service Terms and Conditions (Applicable for both Subscription and Switching)

In addition to the Terms and Conditions of the Integrated Account or Securities Account, I/we:

- (a) confirm having read and understood the up-to-date offering document(s) of the Fund before confirming my/ our order and agree to be bound by them as they may be amended from time to time;
- (b) confirm that I am not/none of us is: (i) subject to any of the prohibitions or restrictions (such as a person's age, nationality, citizenships, residence and/or domicile) set out in the offering document(s) of any of the Funds, or (ii) investing in the Fund on behalf of a person who is subject to (i) above;
- (c) In respect of the Fund, agree that (1) where income distribution (if any) is in the form of cash, all such cash distributions to be received by me/us from that Fund shall be credited to: (i) (for Integrated Account customer) the sub-account under my/our Integrated Account with the Bank which is of a currency same as the base currency of that Fund **or** (ii) (for non-Integrated Account customer) any Hong Kong Dollar Account I/we maintain with the Bank after the Bank has converted such cash distributions into Hong Kong dollars at such exchange rate or rates as it may determine to be prevailing in the relevant foreign exchange market at the relevant time; and (2) where income distribution (if any) is in the form of units, all such units will be deposited into the designated Investment Fund Account;
- (d) understand that: (1) all investment fund subscription and switching applications will be processed in accordance with the cut-off time for the relevant funds prescribed by the Bank, (2) for Funds with only one Dealing Session each Dealing Day, all subscription and switching applications received by the Bank after the relevant cut-off time prescribed by the Bank will be forwarded by the Bank to the relevant Fund Manager the next business day for processing according to the relevant dealing procedure, (3) for Funds with more than one Dealing Session each Dealing Day: (i) there are 2 cut-off times for receipt of subscription applications prescribed by the Bank for each Dealing Day, being the "Morning Cut-off Time" and the "Afternoon Cut-off Time" and only one cut-off time for receipt of all switching applications prescribed by the Bank which is the Afternoon Cut-off Time for that Dealing Day if it is a full dealing day of the SEHK, or if the SEHK is not open for normal trading in the Afternoon on that day, the Afternoon Cut-off Time for the next Dealing Day, (ii) all subscription applications received after the relevant cut-off time (the Morning Cut-off Time or the Afternoon Cut-off Time, as the case may be) by the Bank will be treated as received in the next Dealing Session and forwarded by the Bank to the relevant Fund Manager for processing, (iii) all switching applications received by the Bank after the relevant Afternoon Cut-Off Time will be treated as received before the next Afternoon Cut-off Time and forwarded by the Bank to the relevant Fund Manager for processing, and (4) details on the cut-off times prescribed by the Bank for receipt of subscription and switching applications for different Funds are available at the Bank's website www.hangseng.com or may be obtained from Bank's staff;
- (e) acknowledge and agree that (i) notwithstanding that the Bank distributes various Funds and/or provides post-subscription services to me/us in respect of such Funds, no endorsement, solicitation of the sale or recommendation, whether express or implied, is made by the Bank to me/us on any of such Funds and no responsibility shall be taken by the Bank for the financial soundness of any of such Funds, and (ii) the Bank, its employees and/or its agents may, out of any fees, charges or amounts the Manager is entitled to receive from the relevant fund, receive or enjoy rebates, discounts, commissions, sales incentives, fees, benefits and/or other advantages in different forms and at varying rates arising out of or in connection with my/our investment in any fund made through the Bank. I/We understand and agree that I/we shall be solely responsible for making my/our own independent investigation and appraisal of any Fund I/we intend to invest through the Bank and acknowledge that the Bank has asked me/us to consider obtaining appropriate professional advice where necessary before deciding to subscribe Units in any of the Funds or switch to any of the Funds distributed by the Bank;
- (f) acknowledge and agree that I/we have considered the nature, terms and risks of the transaction(s) and the suitability of my/our investing in the Fund in light of the risks involved and that this instruction is given based on my/our own judgment and at my/our own risk after reading and understanding all relevant literature of the fund;
- (g) understand and agree that the Bank and/or Fund Manager have an absolute discretion to reject in whole or in part an application for subscription/ switching of Units in any Fund which the Bank and/or Fund Manager reasonably suspect to be associated with market timing and/or active trading practices, without disclosing the reason for the relevant suspicion.
- (h) understand and agree that: (i) the Relative Risk Level (1 = Low Risk, 2 = Low to Medium Risk, 3 = Medium Risk,



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4 = Medium to High Risk, 5 = High Risk) is assigned to a fund by the Bank based on the Bank's internal assessment of various factors, including but not limited to, the risk level of the Investment Market Sector that the fund belongs to, volatility of the fund, market conditions, investment objective and investment strategy of the fund, etc., and is for general information and reference only; (ii) the Relative Risk Level assigned to a fund will be assessed semi-annually and the effective date of the Relative Risk Level resulted from the last semi-annual assessment may be six months ago; (iii) the Bank may revise the Relative Risk Level assigned to a fund from time to time without any prior notice; (iv) the Relative Risk Level of the fund that is recently added to the Bank's platform is assigned as of the date the fund is added; (v) the information in connection with relative risk level is compiled by the Bank with reference to sources which the Bank believes to be reliable, and understand that the relative risk levels of individual funds are available at the Bank's website www.hangseng.com or can be obtained from Bank's staff.

- (i) understand and agree that no person other than I/we and the Bank will have any right under the Contracts (Rights of Third Parties) Ordinance to enforce or enjoy the benefit of any of the provisions in this order.