

## Master Agreement of QDII Comprehensive Wealth Management Services

**PLEASE NOTE: Before execution of this Agreement, please carefully read the following terms and conditions, particularly those bolded terms and conditions. If you have any query or doubt, please timely request explanation from HSBC Bank (China) Company Limited's authorized sales staff. If you have any queries or disagreements, please promptly seek explanation from the Bank. Opening or maintaining of accounts with the Bank and receiving services provided by the Bank shall be simultaneously subject to the Bank's General Terms and Conditions (for Personal Account Holders) and any other terms and conditions (if any) as may be agreed with the Bank from time to time. Please ensure that you read and understand those documents and terms and conditions in conjunction with this Agreement. If you have any complaint, feedback, disagreement or suggestion, you may contact the Bank by calling the Bank's hotline or by visiting relevant branches or sub-branches. You may also visit the Bank's official website [www.hsbc.com.cn](http://www.hsbc.com.cn) or the official WeChat account “汇丰中国客户服务” (WeChat number: HSBCeBanking) to enquire the nearby branches or sub-branches, or other contact information of the Bank suitable for you.**

This Agreement (the “**Agreement**”) is signed by and between the following Parties on the date set out in the execution page hereof, with effect as from the same date:

- 1、 HSBC Bank (China) Company Limited (the “**Bank**”); and
- 2、 The customer as set out in the execution page hereof (the “**Customer**”).

### **Whereas,**

- 1、 The Bank has obtained the regulatory approval for providing overseas wealth management services to customers. To the extent permitted under all applicable laws, regulations and regulatory requirements (including but not limited to the overseas investment quota requirement under Clause 3 of this Agreement), the Bank is licensed to provide wealth management products denominated in RMB or foreign currency to eligible investors (as defined below, the “**Eligible Investors**”).

In respect of individuals, “Eligible Investors” shall mean:

(1) Chinese citizens holding identity cards, army man identity cards or armed policeman identity cards of the People's Republic of China (which, solely for the purpose of this Agreement, does not include Hong Kong, Macau or Taiwan of China, the “**PRC**”);;

- (2) Foreign passport holders, Hong Kong, Macau, Taiwan permanent residents and Chinese citizens with permanent residence permit in foreign countries, subject to the satisfaction of each and all the following conditions:
  - (a) having worked or resided in the PRC for one year or above;

- (b) the investment fund being income sourced in the PRC; and
- (c) not being American citizen or resident, Canadian resident from any perspective (including without limitation from securities law perspective, tax law perspective or otherwise).

In respect of entities, “Eligible Investors” shall mean:

- (1) enterprise or institutional legal persons established in the PRC (including foreign-invested enterprises and foreign-invested financial institutions), and institutions set up in the PRC by overseas legal persons (excluding international organisations, foreign embassies or consulates resident to the PRC);
- (2) governmental authorities, social organisations, armies of the PRC (including the PRC embassies and consulates resident overseas).

The definition and conditions of Eligible Investors shall be subject to the relevant provisions and requirements set forth in the applicable PRC laws and regulations (including the interpretation and/or application thereof) as amended and/or updated from time to time or by regulators. If the applicable PRC legal or regulatory provision(s) is/are amended or any new PRC legal or regulatory provision(s) or regulatory requirement(s) is/are issued, in case and in respect of any conflict with the terms hereinabove, the applicable PRC legal or regulatory provision(s) as amended and/or updated from time to time and the regulatory requirement(s) shall prevail and apply.

- 2、 **The Customer hereby confirms that he/she is an Eligible Investor**, applies for the comprehensive wealth management services provided by the Bank pursuant to the Qualified Domestic Institutional Investors regime (“**QDII**”) and to offer the wealth management products from time to time under such QDII comprehensive wealth management services.

**Now therefore**, the Parties agree as follows:

## **1. General**

- 1.1 The terms and conditions set out in this Agreement, which are supplemental to the Bank’s General Terms and Conditions (for Personal Account Holders) (as may be updated from time to time, the “**General Terms and Conditions**”), govern all the wealth management products (the “**Wealth Management Products**”) provided by the Bank under the QDII comprehensive wealth management services. In addition, for each Wealth Management Product, it is also subject to other applicable terms and conditions set out by the Bank from time to time.

For the avoidance of doubt, as to whether any product provided by the Bank is a Wealth Management Product as defined above, it is up to the interpretation of the Bank pursuant to applicable laws and regulations and set out in the terms and conditions relating to such product.

- 1.2 **The Bank may, as required by applicable laws and regulations or regulatory requirements or on the basis of good faith, amend the terms**

**and conditions hereunder or other terms and conditions applicable to any particular Wealth Management Product, provided that the Bank shall notify the Customer about any such amendment in an appropriate manner (including but not limited to posting notification in the Bank's premise and/or the Bank's website) before the amendment becomes effective. The Customer is entitled to raise objection to such amendment. If the Customer deems the amendment as unacceptable, he/she may, at his/her own discretion, apply for redemption of the wealth management product purchased hereunder before the effective date of the amendment. The Customer may also choose to continue to hold the wealth management product. The above amendment shall only apply to Customers who choose to hold the product or purchase the product after the amendment becomes effective.**

- 1.3 If there is any conflict or inconsistency among this Agreement, the General Terms and Conditions and the terms and conditions particularly applicable to the relevant Wealth Management Product, in respect of the relevant conflict or inconsistency, the terms and conditions particularly applicable to the relevant Wealth Management Product shall prevail over this Agreement and the General Terms and Conditions, and this Agreement shall prevail over the General Terms and Conditions.

## **2. Wealth Management Products**

### **2.1 The Bank can decide whether to make available to the Customer any Wealth Management Product.**

- 2.2 In performing the overseas wealth management services to the Customer by way of providing Wealth Management Products, the Bank shall exercise due care and diligent in accordance with applicable laws and regulations and regulatory requirements.

### **2.3 Unless otherwise expressly provided in the terms and conditions particularly applicable to the relevant Wealth Management Product, in providing a Wealth Management Product, the Bank acts in its own name (but not as the agent or trustee of the Customer, the issuer of the Overseas Product (as defined below) or any other person) to enter into the transaction with the Customer in respect of the Wealth Management Product. The Bank will operate the Customer's account(s) as authorized by the Customer and conduct relevant investments as agreed in the terms and conditions applicable to the Wealth Management Products.**

### **2.4 Unless otherwise expressly provided in the terms and conditions particularly applicable to the relevant Wealth Management Product, the overseas product (the "Overseas Product") invested by the Bank with the proceeds of a Wealth Management Product provided by the Bank shall be held by the Bank in its own name (rather than as the agent or trustee of the Customer or any other person), but all the return (other than as provided in Clause 2.6 below), expenses (including, but not limited to, any**

**taxation arising from the relevant Wealth Management Product or the relevant Overseas Product) and risks of such Overseas Product shall be enjoyed and undertaken by the Customer.**

**The Bank will exercise caution when selecting the custodian, sub-custodian, investment manager, the issuer of the Overseas Product or any other person participating in the Wealth Management Product (each a “Participant of Wealth Management Product”) according to the applicable laws and regulations. The Bank is entitled to, at the time and in the manner as the Bank considers appropriate, exercise the right of recourse against Participant(s) of Wealth Management Product or its other rights and authorities as the provider of the Wealth Management Product or the holder of the Overseas Product without the consent by or prior notice to the Customer, unless otherwise expressly agreed by and between the Bank and the Customer, but shall notify Customers timely of items that are relevant to Customers’ interests to the extent practical. The Customer agree that the Bank takes no extra liability for exercising the above right of recourse or other right or authority provided that it acts in good faith and with due care.**

- 2.5 In respect of a particular Wealth Management Product issued by the Bank, the producer of the Overseas Product concerned may include other members of the HSBC Group which are affiliated to the Bank. To effectively prevent conflict of interest, the standard applied by the Bank for those affiliated producers or their products on admission qualification and ongoing supervision shall not be lower than that applied for non-affiliated overseas producers and their products.
- 2.6 The Customer agrees that the Bank may accept from the issuer of the relevant Overseas Product, underwriter or any other third party any commission or similar income in respect of the relevant Wealth Management Product and/or the relevant Overseas Product. **Unless otherwise expressly provided in the terms and conditions particularly applicable to the relevant Wealth Management Product, the Customer further agrees that the Bank shall be entitled to retain any interest or benefit generated on any payment(s) it receives to be made by/to the Customer and accrued during the period from its receipt of such payment(s) to its effect of the same when due.**
- 2.7 **Subject to the terms and conditions particularly applicable to the relevant Wealth Management Product, the Bank shall act on the Customer’s instructions within the timeframe expressly required by the applicable terms and conditions or (in the absence of such express timeframe requirement in the applicable terms and conditions) within the reasonable period of time, but shall not be liable to the Customer or any other person for any delay in acting on any such instruction or any partial completion of or failure or inability to act on any such instruction for whatsoever reason beyond the Bank’s control (including, but not limited to, any failure or error of any computer or electronic system or equipment), unless such delay or failure is caused by the Bank’s willful misconduct or gross negligence.**

**2.8 The Bank shall not be obliged to act on any instruction of the Customer for cancellation, variation or amendment of any instruction already given to the Bank if the original instruction has already been completed or in the opinion of the Bank, the Bank has insufficient time or is unable to act on such instruction to cancel, vary or amend the original instruction.**

2.9 The Customer represents and warrants to the Bank as follows on the date of this Agreement and each date of his/her/its purchase of any Wealth Management Product:

- (i) he/she/it is an Eligible Investor and meets the definition and conditions of Eligible Investor, and shall immediately advise the Bank once he/she/it ceases to be an Eligible Investor or fails to meet the definition and/or condition(s) of Eligible Investor;
- (ii) the funds (whether foreign currency funds or RMB funds) used by him/her/it for purchasing any Wealth Management Product are his/her/its own funds.

### **3. Overseas Investment Quota**

**The Overseas Investment Plan issued by the Bank is subject to the Overseas Investment Quota. If the total subscription amount of any and all Overseas Investment Plan (including both foreign currency funds and RMB funds) exceeds the Overseas Investment Quota, the Bank is entitled to reject any subscription application or only accept part of the funds in an application as the subscription of the relevant Overseas Investment Plan.** In the event of non-acceptance of total or part of the subscription, the Bank will notify the Customer in writing as soon as practicable.

### **4. RMB Exchange Rate**

4.1 In respect of any Overseas Investment Plan subscribed by the Customer in RMB and having the underlying denominated in foreign currency, the Bank shall convert the RMB funds placed by the Customer into foreign currency for overseas investment, and convert the relevant foreign currency principal and return (if any) into RMB for payment to the Customer, based on the exchange rate as stipulated in other terms and conditions applicable to the relevant Wealth Management Product. **The exchange rate applicable to the foregoing currency conversion shall be the applicable rate as determined by the Bank.**

For the purpose of the above currency conversion, the Customer acknowledges and agrees that:

- (i) the Bank would, in line with the prevailing market practice, real-time quote and book the rate from relevant funding market at any time on the conversion day as stipulated in other terms and conditions applicable to the relevant Wealth Management Product (the **“Conversion Day”**);

- (ii) once the rate is quoted and booked, the Bank is exposed to a commitment in the funding market and therefore the rate cannot be changed or cancelled;
- (iii) **since the market rate keeps fluctuating, such rate determined by the Bank may not be the best rate of the Conversion Day and may be lower than the Bank's board rate of the Conversion Day, and it is even possible that such deviation from the Bank's board rate may be significant;** and
- (iv) unless otherwise expressly provided by the terms and conditions particularly applicable to the relevant Wealth Management Product, **the Customer shall bear the exchange risk arising from the above-mentioned currency conversion.**

## 5. Assignment and Transfer

- 5.1 **The Bank shall have the right to assign or transfer to any third party (including without limitation any other member of the HSBC Group) any, part or all of the rights and/or obligations under this Agreement and other terms and conditions particularly applicable to any and all the Wealth Management Products, and the shall notify the Customers about such assignment or transfer in such manner as the Bank considers appropriate (including but not limited to posting notification in the Bank's premise and/or the Bank's website). If the Customer deems the assignment or transfer as unacceptable, he/she may, at his/her discretion, apply for redemption of the wealth management product purchased hereunder before the expiry of the notification period. Customers who continue to hold the product (or newly purchase the product) shall be deemed as having accepted such assignment or transfer.**
- 5.2 Without the prior written consent of the Bank, the Customer shall not assign or transfer any of its rights or obligations under this Agreement or (unless otherwise expressly provided in such terms and conditions) the terms and conditions particularly applicable to any Wealth Management Product.

## 6. Confidentiality and Use of Customer Information

- 6.1 **The Bank will comply with the provisions of laws on data protection and information confidentiality, properly collect, keep, use, disclose the Customer's information, or information/data in relation to the products/services/transactions hereunder, and preserve the security of the Customer's personal information.** The Customer may refer to the Bank's Personal Information and Privacy Protection Policy (the Customer may at any time ask for a copy of this privacy policy or check it at the Bank's website [www.hsbc.com.cn](http://www.hsbc.com.cn)) and the Bank's General Terms and Conditions (for Personal Account Holders) for the detail rules and agreement about personal information collection, use and disclosure.

## 7. Term

This Agreement shall take effect as from the date of execution, and shall remain effective until both the Bank and the Customer agree in writing to terminate and there is no outstanding Wealth Management Product and no Wealth Management Product that has been applied for at that time.

## 8. Governing Law and Jurisdiction

- 8.1 This Agreement shall be governed by and construed in accordance with the laws of the PRC.
- 8.2 If there is any dispute between the Customer and the Bank, the parties shall try to solve by amicable negotiation. If any dispute fails to be solved by amicable negotiation, the parties agree to submit the dispute to the jurisdiction of the PRC court located in the place of the Bank's business premise. This Agreement does not exclude or restrict the Customer and the Bank from choosing the jurisdiction of other courts, in which case, the Customer and the Bank shall agree so by entering into an amendment.

**Customers visiting the Bank's premise personally to conduct the transaction should also read the information below, fill the related contents and sign the documents.**

**The Customer's execution of this Agreement shall indicate that appropriate explanation has been made by HSBC Bank (China) Company Limited's authorized sales staff and that the Customer has clearly understood and accepted, and has agreed to be bound by, each and all the terms and conditions under this Agreement.**

\_\_\_\_\_  
Customer Name

HSBC Bank (China) Company Limited

\_\_\_\_\_  
Customer Signature

S.V.

\_\_\_\_\_  
Sales Staff Signature

Dated: \_\_\_\_\_