

**The Notification for the Revisions of HSBC General Terms
and Conditions for Investment Products**

Date: 16 Dec 2025

1. According to HSBC General Terms and Conditions for Investment Products ("General Agreement"), the Bank may, via a written notice, posted at visible area of the Bank's branches or announced on the Bank's Internet main page at least before **14 days** in advance, amend the terms and conditions of General Agreement. If the Customer disagrees with such amendments, he/she/it may notify the Bank in written form within the designated notification period to terminate the General Agreement as well as transactions and services under General Agreement. The Customer shall be cooperative with the Bank in account closing procedure. If the Customer fails to notify of General Agreement termination within the designated notification period and continues to conduct investment product transactions with the Bank, the Customer shall be deemed to agree with the amendments.
2. This amendment is announced as this notification and **will be effective from 31 Dec 2025. The original General Agreement is still applicable before the effective date.** Should you have any query, please do not hesitate to contact us via our branch networks or our 24-hour Call Center at (02)6616-6000.

Below please find the comparison table for your notification.

Original	Revised
I. General Terms and Conditions	I. General Terms and Conditions
(II) Investment 6. Status Restrictions and Customer Representations and Warranties: <u>(1) The Customer who is an USP as described in (i)-(x) below shall not invest in this product:</u> (i) U.S. Citizen (including those born in the U.S.) (ii) Person born in U.S. Territory (including, but not limited to, American Samoa, Guam, Northern Mariana Islands, Puerto Rico or the U.S. Virgin Islands.) (iii) U.S. Tax Resident (iv) U.S. Green Card holder (v) Person having a U.S. address (vi) Resident Alien (who has resided in the U.S. for a certain period according to U.S. laws and regulations) (vii) Other individual who should be deemed as a USP in accordance with relevant US regulations. (viii) A company incorporated under the laws of the United States, subsidiaries or branches of foreign companies located in the United States, any other entity deemed as a USP (according to the interpretation of Regulation S of 1933 Securities Act of the United States). (ix) An entity in which one or more USPs listed in (i)-(vii), directly or indirectly, holds 10% or greater ownership. (x) An entity in which a USP is the general partner, managing member, managing director or in other position with authority for directing the entity's activities.	(II) Investment 6. Status Restrictions and Customer Representations and Warranties: (1) The Customer who is an USP <u>under relevant US regulations</u> as described <u>but not exhaustively</u> in (i)-(x) below shall not invest in this product: (i) U.S. Citizen (including those born in the U.S.) (ii) Person born in U.S. Territory (including, but not limited to, American Samoa, Guam, Northern Mariana Islands, Puerto Rico or the U.S. Virgin Islands.) (iii) U.S. Tax Resident (iv) U.S. Green Card holder (v) Person having a U.S. address (vi) Resident Alien (who has resided in the U.S. for a certain period according to U.S. laws and regulations) (vii) Other individual who should be deemed as a USP in accordance with relevant US regulations. (viii) A company incorporated under the laws of the United States, subsidiaries or branches of foreign companies located in the United States, any other entity deemed as a USP (according to the interpretation of Regulation S of 1933 Securities Act of the United States). (ix) An entity in which one or more USPs listed in (i)-(vii), directly or indirectly, holds 10% or greater ownership. (x) An entity in which a USP is the general partner, managing member, managing director or in other position with authority for directing the entity's activities.

<p>(2) The Customer declares and certifies that he/she/it does not have the above-mentioned status as a USP at the time of the transaction. If the Bank has reason-to-know and believe that the Customer may or may have changed the status to the above-mentioned USP, the Bank shall ask the Customer to clarify, and the Customer shall inform the facts truthfully. The Trust Service may otherwise be terminated if the Customer fails to inform or inform untruthfully.</p> <p>(3) Upon becoming a USP, the Customer undertakes to notify the Bank immediately as well as present and provide the required documents to the Bank in accordance with the relevant US tax laws. If the Customer fails to fulfill the above obligations, it agrees to comply the following:</p> <p>(i) Compensation for any expenses, losses, fines or any other similar payments that may be incurred/paid by the Bank for complying with the relevant U.S. taxation laws;</p> <p>(ii) The Bank may suspend or terminate the Trust Services and directly redeem/sell the entire investment assets held by the Customer.</p> <p>(4) The Customer understands and <u>authorize that upon filing taxes on investment gains/interests/dividends/debt interests/profits, the Bank will not assist in claiming any tax treaty in terms of favorable withholding tax rates (whether the Customer claims to apply upon filing the relevant tax forms or not) and will always file taxes at the highest withholding rates applicable to non-USPs.</u></p> <p><u>(Nil)</u></p>	<p>(2) The Customer declares and certifies that he/she/it does not have the above-mentioned status as a USP at the time of the transaction. If the Bank has reason-to-know and believe that the Customer may or may have changed the status to the above-mentioned USP, the Bank shall ask the Customer to clarify, and the Customer shall inform the facts truthfully. The Trust Service <u>and other services</u> may otherwise be terminated if the Customer fails to inform or inform untruthfully.</p> <p>(3) Upon becoming a USP, the Customer undertakes to notify the Bank immediately as well as present and provide the required documents to the Bank in accordance with the relevant US tax laws. If the Customer fails to fulfill the above obligations, it <u>fully understands and</u> agrees to comply the following:</p> <p>(i) Compensation for any expenses, losses, fines, <u>fees</u> or any other similar payments that may be incurred/paid/<u>derived</u> by the Bank for complying with the relevant U.S. taxation laws, <u>including, but not limited to, the relevant advisory/engagement fee paid to external tax advisor/professionals due to the Customer's failure to comply with foregoing obligations;</u></p> <p>(ii) The Bank may suspend or terminate the Trust Services <u>and other services</u> and directly redeem/sell the entire investment assets held by the Customer. <u>The Customer waives all rights to seek compensation from the Bank and/or HSBC Group members and their employees and associated persons for any damages and losses caused by such redemption/sale.</u></p> <p>(4) <u>Unless otherwise notified or announced by the Bank,</u> the Customer understands and <u>agrees that</u> the Bank would not assist <u>to claim</u> any tax treaty in terms of <u>preferential</u> withholding tax rates (whether the Customer claims to apply <u>or not</u> upon <u>signing</u> the relevant tax forms <u>or not</u>) and will <u>comply with the tax filing and settlement requirements</u> at the highest withholding rates applicable to non-USPs.</p> <p>.....</p> <p><u>8. The Customer acknowledges and confirms that the Bank may recommend or distribute investment products designed, issued and/or managed by HSBC Group members. However,</u></p>
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<p>(III) The Use or processing of Customer's Information and Outsourcing Processing:</p> <p>.....</p> <p>5. The Customer agrees that the Bank may, to the extent permitted by applicable laws, mandate any third party (including the Members of HSBC Group located and operated in other jurisdictions) to process matters regarding all or part of the transactions between the Customer and the Bank or the services provided by the Bank (including administrative, telecommunication, computer process data registration, processing, and output, logistics, document scanning processes, data input, forms printing, packaging, mailing, transferring remittance, deposits, payments, credit investigation, collection, and other matters which may be outsourced legally); the Customer further agrees that the Bank may provide various transaction data of the Customer to any third party mandated by the Bank and process such data in any other offshore jurisdiction including the Great Britain, within the scope necessary for handling such matters.</p> <p>.....</p> <p>(V) Set-Off</p> <p>If the event that the Customer constitutes an Event of Default under Clause (V), or if the Bank deems necessary (e.g. the Customer is alleged or involves in any illegal activities, or the Bank exercises its set-off rights against the Customer pursuant to law or contract), it agrees that the Bank may early terminate and settle the Products immediately after giving written notice to the Customer (but the Customer's consent is not required). All the cost arising from such early termination or settlement (including, but not limited to, costs, expenses, obligations or losses derived from early termination or other institutions) shall be borne by the Customer and deducted from the settlement amount. The Bank may use the remained balance thereof to set off the Customer's debt owed to the Bank, such set-off shall be effective upon the account processing.</p>	<p><u>neither the Bank nor its employees (including but not limited to of financial advisors and sales personnel) have received any additional, explicit, or special sales incentives for recommending HSBC Group members' investment products or programs. The Bank may also charge fees to product providers or related institutions when distributing HSBC Group member's investment products or third-party products, but the Bank will strictly comply with the laws, regulations and relevant regulatory requirements set forth by the competent authorities.</u></p> <p>(III) The Use or processing of Customer's Information and Outsourcing Processing:</p> <p>.....</p> <p>5. The Customer agrees that the Bank may, to the extent permitted by applicable laws, mandate any third party (including, <u>but not limited to</u>, the Members of HSBC Group located and operated in other jurisdictions) to process matters regarding all or part of the transactions between the Customer and the Bank or the services provided by the Bank (including administrative, telecommunication, computer process data registration, processing, and output, logistics, document scanning processes, data input, forms printing, packaging, mailing, transferring remittance, deposits, payments, credit investigation, collection, and other matters which may be outsourced legally); the Customer further agrees that the Bank may provide various transaction data of the Customer to any third party mandated by the Bank and process such data in any other offshore jurisdiction including the Great Britain, within the scope necessary for handling such matters.</p> <p>.....</p> <p>(V) Set-Off</p> <p>If the event that the Customer constitutes an Event of Default under Clause (V), or if the Bank deems necessary (e.g. the Customer is alleged or involves in any illegal activities, or the Bank exercises its set-off rights against the Customer pursuant to law or contract), it agrees that the Bank may early terminate and settle the Products immediately after giving written notice to the Customer (but the Customer's consent is not required). All the <u>amounts</u> arising from such early termination or settlement (including, but not limited to, costs, expenses, obligations or losses derived from early termination or other institutions) shall be borne by the Customer and deducted from the settlement amount. The Bank may use the remained balance thereof to set off the Customer's debt owed to the Bank, such set-off shall be effective upon the account processing.</p>
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<p>(VI) Risk Disclosure</p> <p>The Customer understands that the risks mentioned below above are only examples which do not fully describe all of the transaction risks and all of the factors to affect market prices. Thus, the Customer shall fully understand the nature of the Products and relevant financial, accounting, tax and legal matters. The Customer shall also consider the suitability of the transaction in light of its financial conditions and the ability of taking risks prior to entering into each transaction.</p> <p>.....</p> <p>2. Credit Risk: The Product is not traditional bank deposit, but an investment. It is not insured by the deposit insurance. The Customer shall bear the credit risk of the Bank and issuers of relevant <u>bonds</u>. The Bank shall provide the <u>bond</u> issued or guaranteed by an issuer or a guarantee institution with the rating at least in compliance with the authorities' mandatory standard to the Customer to decrease credit risk.</p> <p>.....</p> <p>12. Taxation Risk: <u>In the event that a withholding tax is required on the monetary payment of the Product according to applicable laws and regulations, such tax will be withheld by the Bank when making the payment. If there is any amendment to the tax laws and regulations in the future, the taxation imposed on the Customer shall be handled in accordance such relevant laws and regulations.</u></p>	<p>(VI) Risk Disclosure</p> <p>The Customer understands that the risks mentioned below above are only examples which do not fully describe all of the transaction risks and all of the factors to affect market prices. Thus, the Customer shall fully understand the nature of the Products and relevant financial, accounting, tax and legal matters. The Customer shall also consider the suitability of the transaction in light of its financial conditions and the ability of taking risks prior to entering into each transaction.</p> <p>.....</p> <p>2. Credit Risk: The Product is not traditional bank deposit, but an investment. It is not insured by the deposit insurance. The Customer shall bear the credit risk of the Bank and issuers of relevant <u>products</u>. The Bank shall provide the <u>product</u> issued or guaranteed by an issuer or a guarantee institution with the rating at least in compliance with the authorities' mandatory standard to the Customer to decrease credit risk.</p> <p>.....</p> <p>12. Taxation Risk: <u>(a) The income from this product will be affected by the tax regime applicable to the target, the issuing institution and the contractor. If there is a change in relevant tax laws and regulations, the income originated from this product may be affected; (b) If the issuing or guaranteeing institution of this product goes shutdown, goes bankrupt, defaults, etc., or if part or all of the rights to promote this product are cancelled for some reason, resulting in the issuing or guaranteeing institution of this product being unable/not required to perform its repayment obligations, the Customer may lose part or all of the original investment capital. However, since the investment loss/write-down is not derived from a disposal transaction, the Customer may not be able to claim it as a capital loss when filing its income tax return, nor can it deduct it from its other capital gain.</u></p>
<p>II. Investment in Structured Deposit ("SD") and Dual Currency Investment ("DCI") and Related Services</p>	<p>II. Investment in Structured <u>Investment</u> ("SI") and Dual Currency Investment ("DCI") and Related Services</p>
<p>(I) General Terms and Conditions:</p> <p>.....</p> <p>2. Risk Disclosure:</p> <p>(1) The return payable to the Customer based on the structured products shall be made in the Investment Currency / Base Currency; provided, however, it is not guaranteed that the investment principal and the total return shall be returned to the Customer in the Base Currency for DCI. The Customer shall bear the foreign exchange risk. Structured</p>	<p>(I) General Terms and Conditions:</p> <p>.....</p> <p>2. Risk Disclosure:</p> <p>(1) The return payable to the Customer based on the structured products shall be made in the Investment Currency / Base Currency; provided, however, it is not guaranteed that the investment principal and the total return shall be returned to the Customer in the Base Currency for DCI. The Customer shall bear the foreign exchange risk. Structured</p>

<p>product is a derivative product based on interest rates, foreign exchange rates, securities, indices, commodities, credit events and other transaction documents. The investment risks include (but not limited to) the transfer risk of the principal, interest rate risk, liquidity risk, foreign exchange risk, taxation risk, early <u>withdrawal</u> risk, and risk of changes on commodity terms. Under certain specific market conditions, the Customer may sustain substantial gains or losses. The Customer understands that upon the maturity of the investment, the Bank has the right to pay the total return of the structured product in either the Linked Currency or the Base Currency. Prior to each transaction, the Customer shall carefully consider the suitability of the transaction in light of the individual financial conditions, experience and objectives. In one word, the Customer shall not only examine his/her personal financial conditions and the ability of taking risks but also make individual assessment (independent from the Bank or the Members of HSBC Group) of the economic, financial risks and returns relating to the transaction and the related legal, financial, tax and accounting issues and potential consequence.</p> <p>(II) Terms and Conditions Concerning the Structured <u>Deposit ("SD")</u>:</p> <p>1. Definition:</p> <p>(1) "Investment Amount" means the amount of the principal specified in accordance with the Confirmation Letter and denominated in the Investment Currency.</p> <p>(2) "Business Day" means a day (other than Saturday or Sunday) on which commercial banks are open for business (including foreign exchange and foreign currency deposits) in the Republic of China and the principal banking center of the country of the Investment Currency.</p> <p>(3) "Letter of Intent" means a subscription letter signed and consented by the Customer for each investment that the Bank has made available to the Customer in accordance with the terms and conditions concerning <u>SD</u>.</p> <p>(4) "Confirmation Letter" means a separate confirmation issued by the Bank to the Customer in respect of each investment made</p>	<p>product is a derivative product based on interest rates, foreign exchange rates, securities, indices, commodities, credit events and other transaction documents. The investment risks include (but not limited to) the transfer risk of the principal, interest rate risk, liquidity risk, foreign exchange risk, taxation risk, early <u>termination</u> risk, and risk of changes on commodity terms. Under certain specific market conditions, the Customer may sustain substantial gains or losses. The Customer understands that upon the maturity of the investment, the Bank has the right to pay the total return of the structured product in either the Linked Currency or the Base Currency. Prior to each transaction, the Customer shall carefully consider the suitability of the transaction in light of the individual financial conditions, experience and objectives. In one word, the Customer shall not only examine his/her personal financial conditions and the ability of taking risks but also make individual assessment (independent from the Bank or the Members of HSBC Group) of the economic, financial risks and returns relating to the transaction and the related legal, financial, tax and accounting issues and potential consequence.</p> <p>(II) Terms and Conditions Concerning the Structured <u>Investment ("SI")</u>:</p> <p>1. Definition:</p> <p>(1) "Investment Amount" means the amount of the principal specified in accordance with the Confirmation Letter and denominated in the Investment Currency.</p> <p>(2) "Business Day" means a day (other than Saturday or Sunday) on which commercial banks are open for business (including foreign exchange and foreign currency deposits) in the Republic of China and the principal banking center of the country of the Investment Currency.</p> <p>(3) "Letter of Intent" means a subscription letter signed and consented by the Customer for each investment that the Bank has made available to the Customer in accordance with the terms and conditions concerning <u>SI</u>.</p> <p>(4) "Confirmation Letter" means a separate confirmation issued by the Bank to the Customer in respect of each investment made</p>
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<p>subject to terms and conditions concerning <u>SD</u>.</p> <p>(5) "Investment Currency" means the currency deposited by the Customer, received by the Bank and specified in the Confirmation Letter.</p> <p>(6) "Value Date" means the Business Day specified in the Confirmation Letter as the date the Investment Amount to be deposited in the Bank in accordance with the terms and conditions concerning <u>SD</u>.</p> <p>(7) "Fixing Time" means the time in the Fixing Date specified in the Confirmation Letter that the Bank shall determine, in accordance with the terms and conditions concerning <u>SD</u>, whether to exercise the option on behalf of the Customer.</p> <p>(8) "Fixing Date" means the date specified in the Confirmation Letter that the Bank shall determine, in accordance with the terms and conditions concerning <u>SD</u>, whether to exercise the option on behalf of the Customer at or about the Fixing Time.</p> <p>(9) "Interest Period" means the period from the Value Date (<u>included</u>) to the Maturity Date (<u>excluded</u>) as specified in the Confirmation Letter.</p> <p>(10) "Interest Rate" means the interest rate specified in the Confirmation Letter.</p> <p>(11) "Interest Accruing Days" means the number of days that the interest is accrued in the relevant year, calculated in accordance with the number of days that the investment may accrue interest in a calendar year.</p> <p>(12) "Maturity Date" means the maturity date of the investment as agreed upon by the Bank and the Customer and set out in the Confirmation Letter, or, if such date is not a Business Day, the next Business Day.</p> <p>(13) "Maturity Value" means the sum payable on Maturity Date in the Investment Currency.</p> <p>(14) "Investment Return" means the sum representing the return of the investment calculated and payable in accordance with the terms and conditions concerning <u>SD</u> and the terms of the Confirmation Letter.</p> <p>2. Investment:</p> <p>.....</p> <p>(3) The terms and conditions of each investment shall comply with the provisions of the Confirmation Letter of such investment. The Confirmation Letter of each investment, together with the terms and conditions concerning <u>SD</u> shall consist a single</p>	<p>subject to terms and conditions concerning <u>SI</u>.</p> <p>(5) "Investment Currency" means the currency deposited by the Customer, received by the Bank and specified in the Confirmation Letter.</p> <p>(6) "Value Date" means the Business Day specified in the Confirmation Letter as the date the Investment Amount to be deposited in the Bank in accordance with the terms and conditions concerning <u>SI</u>.</p> <p>(7) "Fixing Time" means the time in the Fixing Date specified in the Confirmation Letter that the Bank shall determine, in accordance with the terms and conditions concerning <u>SI</u>, whether to exercise the option on behalf of the Customer.</p> <p>(8) "Fixing Date" means the date specified in the Confirmation Letter that the Bank shall determine, in accordance with the terms and conditions concerning <u>SI</u>, whether to exercise the option on behalf of the Customer at or about the Fixing Time.</p> <p>(9) "Interest Period" means the period from the Value Date to the <u>day before</u> Maturity Date as specified in the Confirmation Letter.</p> <p>(10) "Interest Rate" means the interest rate specified in the Confirmation Letter.</p> <p>(11) "Interest Accruing Days" means the number of days that the interest is accrued in the relevant year, calculated in accordance with the number of days that the investment may accrue interest in a calendar year.</p> <p>(12) "Maturity Date" means the maturity date of the investment as agreed upon by the Bank and the Customer and set out in the Confirmation Letter, or, if such date is not a Business Day, the next Business Day.</p> <p>(13) "Maturity Value" means the sum payable on Maturity Date in the Investment Currency.</p> <p>(14) "Investment Return" means the sum representing the return of the investment calculated and payable in accordance with the terms and conditions concerning <u>SI</u> and the terms of the Confirmation Letter.</p> <p>2. Investment:</p> <p>.....</p> <p>(3) The terms and conditions of each investment shall comply with the provisions of the Confirmation Letter of such investment. The Confirmation Letter of each investment, together with the terms and conditions concerning <u>SI</u> shall consist a single agreement</p>
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<p>agreement between the Bank and the Customer. In case of any discrepancy between the Confirmation Letter and the terms and conditions concerning SD, the provisions of the Confirmation Letter shall prevail.</p> <p>(4) The types of options that may be linked to the Structured Deposit include:</p> <ul style="list-style-type: none"> i) Currency Option ii) Interest Rate Option iii) Equity Option iv) Equity Index Option v) Commodity Option vi) Other underlying that may be linked in accordance with the regulations of competent authorities 	<p>between the Bank and the Customer. In case of any discrepancy between the Confirmation Letter and the terms and conditions concerning SI, the provisions of the Confirmation Letter shall prevail.</p> <p>(4) The types of options that may be linked to the Structured Investment include:</p> <ul style="list-style-type: none"> i) Currency Option ii) Interest Rate Option iii) Equity Option iv) Equity Index Option v) Commodity Option vi) Other underlying that may be linked in accordance with the regulations of competent authorities
<p>III. Service of Investing Non-Discretionary Trust Funds in Domestic/Foreign Securities</p>	<p>III. Service of Investing Non-Discretionary Trust Funds in Domestic/Foreign Securities</p>
<p>(I) General Terms:</p> <p>.....</p> <p>5. Rules regarding the Issuer of the Investment Target:</p> <p>.....</p> <p>(3) Any return received by the Bank from each issuer or custodian for each investment in the Investment Target shall be the return of the trust fund according to the issuer or custodian's issuance, operational rules, custody operation process and related regulations. In the event that investor's redemption or sale is mandatory, the Customer hereby agrees to do so. All losses arising from the mandatory redemption or sale shall be the responsibility of the Customer.</p> <p>.....</p> <p>6. The Bank's Rules:</p> <p>(1) When handling this business, the Bank shall set forth the minimum amount and related procedures with respect to every subscription, redemption, buy, sale, cancel, etc. Such rules and procedures shall come into effect once they have been notified by the Bank or publicly announced in the branch code of the Bank, the Customer agrees to fully comply with the same.</p> <p>.....</p> <p>8. Trust Assets and Custody; the Calculation and Distribution of Proceeds and Expenses:</p> <p>(1) The written notices issued by the Bank to the Customer in accordance with Article 7 (5) above merely serve to confirm the Bank's receipt of the trust funds and the identification of the Investment Target, rather than a certificate representing the Customer's actual amount of trust funds, content of investment, value of the Investment Target or other rights. The actual amount of trust funds held and the content of the Investment Target invested by the Bank on behalf of the Customer shall be exclusively governed by the records of the Bank's books. If any mistake of the contents in</p>	<p>(I) General Terms:</p> <p>.....</p> <p>5. Rules regarding the Issuer of the Investment Target:</p> <p>.....</p> <p>(3) Any return received by the Bank from each issuer or custodian for each investment in the Investment Target shall be the return of the trust fund according to the issuer or custodian's issuance, operational rules, custody operation process and related regulations. In the event that investor's redemption or sale is mandatory, the Customer hereby agrees to do so. All losses and derived costs/expenditures arising from the mandatory redemption or sale of securities shall be borne by the Customer.</p> <p>.....</p> <p>6. The Bank's Rules:</p> <p>(1) When handling this business, the Bank shall set forth the minimum amount and related procedures with respect to every subscription, redemption, buy, sale, cancel, etc. Such rules and procedures shall come into effect once they have been notified by the Bank or publicly announced at the website or the business premises of each branch, they take effect promptly and the Customer agrees to fully comply with the rules without objection.</p> <p>.....</p> <p>8. Trust Assets and Custody; the Calculation and Distribution of Proceeds and Expenses:</p> <p>(1) The written notices issued by the Bank to the Customer in accordance with Article 7 (5) above merely serve to confirm the Bank's receipt of the trust funds and the identification of the Investment Target, rather than a certificate representing the Customer's actual amount of trust funds, actual content of investment value of the Investment Target or other rights. The actual amount of trust funds and the content of the Investment Target invested between the Customer and the Bank shall be governed by the account records made by the Bank of each transaction. If any mistake</p>

<p>the Bank's records was informed by Relevant Organizations and confirmed by the Bank or caused by any other reasons, the Customer agrees that the Bank may <u>directly</u> correct the records before notifying the Customer of such correction.</p> <p>.....</p> <p>(4) Any fees or taxes payable arising from the practices of financial market for handling Investment Target or the laws and regulations applicable to Investment Target shall be borne by the Customer.</p> <p>.....</p> <p><u>11. Minimum Subscription, Redemption, Sales or Switching Amount:</u> <u>The Bank may set a minimum amount for each subscription, redemption, sales and switching Investment Targets and prescribe relevant operation rules. The minimum requirement or relevant operation rules shall become binding immediately to the Customer once the Bank notifies the Customer or publicly announces in the branch offices of the Bank.</u></p> <p><u>12. Mandatory Redemption / Mandatory Sale:</u> (2) If the Customer's instruction to the Bank to invest offshore products with trust funds is deemed a suspected money laundering transaction, the Bank shall have the right to refuse to execute the Customer's instructions to trade the Investment Target, and may also inform the Customer to terminate the contract with respect to the investment in the Investment Target through Non- Discretionary Trust, and authorize the Bank to redeem/ sale all or part of the Investment Target held by the Customer.</p> <p><u>13. Rules of Relevant Organizations:</u> </p> <p><u>14. Risk Disclosure:</u> Prior to any instruction of the Investment Target by the Customer, the Customer has fully reviewed all investment documents regarding the Investment Target, and understood its related risks as below:</p>	<p><u>in</u> the contents <u>of</u> the Bank's <u>transaction or account</u> records was informed by Relevant Organizations and confirmed by the Bank or caused by any other reasons, the Customer agrees that the Bank may correct the records <u>at its discretion</u> before notifying the Customer of such correction. <u>Except where the error is attributable to the Bank, the Bank shall not be liable for any financial impact of the erroneous records on the Customer. If the trust funds with the above-mentioned error has been redeemed, the Customer agrees to return the redemption money to the Bank immediately after the Bank notifies the Customer.</u></p> <p>.....</p> <p>(4) Any fees <u>(including but not limited to the 2nd Generation NHI supplementary premium and the additional service fees requested by related third-party to comply with the tax compliance obligations)</u> or taxes payable arising from the practices of financial market for handling Investment Target or the laws and regulations applicable to Investment Target shall be borne by the Customer.</p> <p>.....</p> <p><u>(Delete)</u></p> <p><u>11. Mandatory Redemption / Mandatory Sale:</u> (2) If the Customer's instruction to the Bank to invest offshore products with trust funds is deemed a suspected money laundering transaction, <u>terrorist financing or illegal transactions</u>, the Bank shall have the right to refuse to execute the Customer's instructions to trade the Investment Target, and may also inform the Customer to terminate the contract with respect to the investment in the Investment Target through Non- Discretionary Trust, and authorize the Bank to redeem/ sale all or part of the Investment Target held by the Customer.</p> <p><u>12. Rules of Relevant Organizations:</u> </p> <p><u>13. Risk Disclosure:</u> Prior to any instruction of the Investment Target by the Customer, the Customer has fully reviewed all investment documents regarding the Investment Target, and understood its related risks as below:</p>
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<p>(1) All risks associated with the investment instructed by the Customer shall be borne by the Customer. The investment risks including the loss of principal and interest (i.e. the issuer or guarantor of the Investment Target may not or may be unable to repay the principal and/or interest on time), price fluctuation, foreign exchange risk, credit risk and political risk. In addition, if the Investment Target is denominated in a foreign currency, the Customer should understand the substantial impact of foreign exchange rate fluctuation. In the worst case scenario, the largest potential loss is the full investment principal amount. The past performance of the Investment Target does not represent its future performance. The price may rise or decline. The guaranty on the principal and/or interest of the Investment Target is only provided by the issuer and inherits the issuer default risk. The trust funds that the Customer delivers to the Bank to subscribe the Investment Target are funds of the Trust, not deposits, and no interest shall accrue. The trust funds shall not constitute a debt of the Bank or the Members of HSBC Group, and not be insured by the Central Deposit Insurance Corp. The Bank and the Members of HSBC Group hereby disclaim any guaranty of payment, other than what has been otherwise expressly provided herein and permitted under the laws and regulations, or investment gains or returns. All associated fees, costs, expenses and taxes shall be borne by the Customer.</p> <p>15. Waiver: (4) The Bank assumes no liability for any loss, expiration or freeze of the trust property caused by an act of God; change of circumstances; war; riot; or attachment, expropriation, confiscation, damage or other acts by a foreign government, jurisdictional agency or political organization; or change, interpretation, or application of the laws and regulations of the relevant jurisdiction; or other event of force majeure nor attributable to the Bank.</p> <p>16. Taxes: (1) The Bank shall follow in accordance with the relevant tax laws, shall there is a need to withhold or issue a withholding certificate. The Customer understands that the withholding made by the bank does not imply that the Customer has fulfilled his/her/its tax obligation. The Customer is still obligated to file tax reporting and make tax payment according to the law.</p> <p>(2) In order to comply with the tax regulations of the US Treasury, the Customer must fill in US Tax Identity Document (W-8BEN, W-8BEN-E),</p>	<p>(1) All risks associated with the investment instructed by the Customer shall be borne by the Customer. The investment risks including <u>but not limited to</u> the losses of principals and interests (i.e. the issuer or guarantor of the Investment Target may not or may be unable to repay the principal and/or interest on time), price fluctuation, foreign exchange risk, credit risk, political risk <u>and tax risk</u>. In addition, if the Investment Target is denominated in a foreign currency, the Customer should understand the substantial impact of foreign exchange rate fluctuation. In the worst case scenario, the largest potential loss is the full investment principal amount. The past performance of the Investment Target does not represent its future performance. The price may rise or decline. The guaranty on the principal and/or interest of the Investment Target is only provided by the issuer and inherits the issuer default risk. The trust funds that the Customer delivers to the Bank to subscribe the Investment Target are funds of the Trust, not deposits, and no interest shall accrue. The trust funds shall not constitute a debt of the Bank or the Members of HSBC Group, and not be insured by the Central Deposit Insurance Corp. The Bank and the Members of HSBC Group hereby disclaim any guaranty of payment, other than what has been otherwise expressly provided herein and permitted under the laws and regulations, or investment gains or returns. All associated fees, costs, expenses and taxes shall be borne by the Customer.</p> <p>14. Waiver: (4) The Bank assumes no liability for any loss, expiration or freeze of the trust property caused by an act of God; change of circumstances; war; riot; <u>statutory notifiable infectious diseases</u>; or attachment, expropriation, confiscation, damage or other acts by a foreign government, jurisdictional agency or political organization; or change, interpretation, or application of the laws and regulations of the relevant jurisdiction; or other event of force majeure nor attributable to the Bank.</p> <p>15. Taxes: (1) The Bank shall follow in accordance with the relevant tax laws, shall there is a need to withhold or issue a withholding certificate. The Customer <u>agrees and</u> understands that the <u>filing and</u> withholding made by the bank does not imply that the Customer has fulfilled his/her/its tax obligation. The Customer is still obligated to <u>fulfill his/her/its tax compliance obligations (including, but not limited to</u> file tax reporting and settling the tax) according to the law.</p> <p>(2) In order to comply with the <u>US</u> tax regulations, the Customer must <u>sign back the Certificate of Foreign Status of Beneficial</u></p>
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<p>which should be updated regularly with validity <u>per the US tax law or the Bank's requirements.</u> <u>Upon any change in circumstances (CiC) impacting the customer's personal tax status,</u> the Customer shall notify the Bank immediately and sign back the updated US tax identity document (<u>W-9, W-8BEN, W-8BEN-E</u>). If the document provided by the Customer becomes invalid or expired, the Customer is obligated to sign back the updated document to the Bank immediately upon notification. <u>If the Customer fails to provide the updated document before the due date, the Bank would impose maximum withholding tax according to the regulation.</u></p> <p>(3) Any damages and/or disadvantages resulting from erroneous or untrue contents in the relevant document provided by the contractor shall be borne by the Customers solely. If the Bank suffers any losses due to foregoing reason, the Customer shall indemnify the bank.</p> <p><u>(Nil)</u></p> <p><u>(Nil)</u></p> <p><u>17. Invalidity, illegality or non-performance:</u></p> <p><u>18. Special Consent:</u></p>	<p><u>Owner for US Tax Withholding and Reporting</u> (W-8BEN, W-8BEN-E), which should be updated regularly with validity <u>varying with US tax regulations</u> or the Bank's <u>notifications.</u> The Customer shall notify the Bank immediately <u>of any change in circumstances (CiC) that might impacts the customer's status</u> and sign back the updated US tax <u>status</u> document (W-8BEN, W-8BEN-E. or W-9). If the document provided by the Customer becomes invalid or expired, the Customer is obligated to sign back the updated document to the Bank immediately upon notification. <u>Before the validity of the provided document is confirmed or if the document is deemed invalid after the Bank's internal validation process,</u> the Customer <u>would not be allowed to place purchase trade order on the underlying US investment products and agrees that the primary withholding agent</u> would impose the withholding tax <u>at the highest tax rate</u> according to the regulation.</p> <p>(3) Any damages and/or disadvantages resulting from erroneous, <u>omissions</u> or untrue contents in the relevant document provided by the contractor shall be borne by the Customers solely. If the Bank suffers any losses <u>or derived expenditure</u> due to foregoing reason, the Customer shall indemnify the bank.</p> <p><u>(4) The Bank would submit the details of the Customer's holdings and investment income to onshore/offshore tax authorities in accordance with relevant tax laws and regulations, or provide the Customer's annual trust income notification letter, for tax authorities and the Customer's easy reference and calculation to comply with relevant tax requirements. Any dispute regarding the calculation of the relevant details shall be discussed and solved between tax authorities and the Customer. The Customer shall not use the fact that the relevant information was provided by the Bank as a basis for opposing the Bank or seek for compensation from the Bank.</u></p> <p><u>(5) The Customer understands that the tax compliance matters (including but not limited to tax filing and tax payment) arising from the regulatory changes in various jurisdictions are the Customer's own responsibilities and obligations. The Bank has no obligation to notify the Customer of any regulatory change, and the Customer may not use such rationale to oppose the Bank or seek for compensation from the Bank.</u></p> <p><u>16. Invalidity, illegality or non-performance:</u></p> <p><u>17. Special Consent:</u></p>
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<u>19.</u> Termination of Trust:	<u>18.</u> Termination of Trust:
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HSBC Bank (Taiwan) Limited