

HSBC Bank Middle East Limited

GENERAL TERMS AND CONDITIONS FOR INVESTMENT AND INSURANCE PRODUCTS



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1. INTRODUCTION

- 1.1 The terms and conditions set out in these General Terms and Conditions including the Schedules contained herein comprise the agreement between you (also our “**Customer**”) and us (also the “**Bank**”) in respect of each and every transaction you enter into with us for investment or wealth planning purposes (a “**Transaction**”).
- 1.2 The terms and conditions applicable to any Transaction shall be comprised of these General Terms and Conditions including the Schedules contained herein and those set out in each of the related documentation listed below (the “**Related Documentation**”) which together, comprise the agreement between you and us:
- 1.2.1 “**Country Conditions**”: these set out the terms that apply to you when you undertake any Transaction in the country identified in the Country Conditions given to you and any terms that Applicable Regulations and/or our local regulator in the relevant country obliges us to raise expressly to your attention;
- 1.2.2 “**Product Description**”: this sets out the product specific terms that apply to the Transaction that the Bank is entering into with you as well as containing the application form for the specified product. Where we offer you investment products provided by third parties, the relevant Product Description may comprise the third party providers terms and conditions;
- 1.2.3 “**Transaction Confirmation**”: this is the communication we send to you to confirm that a Transaction has been duly effected; and
- 1.2.4 “**Personal Banking General Terms and Conditions**”: these set out the general relationship terms and conditions governing our banking relationship with you generally.
- 1.3 By signing and committing yourself to a Transaction (after completing a Transaction application form), you shall be deemed to have accepted these General Terms and Conditions including the Schedules contained herein, and those set out in each of the Related Documentation. In addition, you agree that any electronic method of acceptance of these General Terms and Conditions and Related Documentation shall constitute your acceptance of our terms and conditions, and changes to our terms and conditions, as if you had accepted in writing and all relevant laws and regulations applicable to acceptance of contracts via electronic methods will apply.
- 1.4 You agree that when you and the Bank enter into a Transaction, these General Terms and Conditions including the Schedules contained herein, and those set out in each of the Related Documentation shall apply to that Transaction. These General Terms and Conditions shall also be applicable whenever the Bank gives you advice or recommendations.
- 1.5 These General Terms and Conditions including the Schedules contained herein shall apply in addition to, and supplement, any existing or additional documentation relating to specific Transactions. In the event of discrepancy between the above mentioned documents the terms of the relevant Product Description will prevail. Similarly, the relevant Country Conditions will take precedence over these General Terms and Conditions and these General Terms and Conditions will take precedence over the Personal Banking General Terms and Conditions.
- 1.6 The Bank may execute and provide other services in respect of Transactions through its Associates or unrelated third parties. You authorise the Bank to use the services of third parties in the provision of such services without your further consent and on such terms as the Bank may determine. In respect of Transactions with or through third parties, you may be subject to the business terms and conditions of such persons. In the event of discrepancy between those business terms and conditions and these General Terms and Conditions, such business terms and conditions, if any, shall in relation to the rights and obligations of such third party, prevail.
- 1.7 **Applicable Regulation**
- 1.7.1 These General Terms and Conditions and all Transactions are subject to Applicable Regulations so that:
- (a) if there is any conflict between these General Terms and Conditions and any Applicable Regulations, the latter will prevail to the extent that such are mandatorily binding upon one or both parties;
 - (b) nothing in these General Terms and Conditions shall exclude or restrict any obligation which we have to you under Applicable Regulations;
 - (c) we may take or omit to take any action we consider necessary to ensure compliance with any Applicable Regulations;
 - (d) all Applicable Regulations and whatever we do or fail to do in order to comply with them will be binding on you; and
 - (e) such actions that we take or fail to take for the purpose of compliance with any Applicable Regulations shall not render us or any of our directors, officers, employees, agents or Associates liable under the terms of these General Terms and Conditions or Related Documentation.

1.8 Communication with us

- 1.8.1 In all respects relating to any Transaction, we would invite you to communicate on an informal basis with your designated Wealth Relationship Manager as you may agree together. On a formal basis, please ensure that you address your communications to us in writing and send these to us by way of registered post. With regard to any complaint, we would invite you to first approach your designated Wealth Relationship Manager or alternatively submit your complaint to us through your local branch, call centre or website in the Country. Please do not send us any formal communication by way of fax or e-mail. The language of communication shall be English and/or Arabic, and you will receive documents and other information from us in English, or dual language (Arabic/English) format.
- 1.8.2 Please refer to the business card for full details of your Wealth Relationship Manager. Please retain this for future reference.

1.9 Capacity

You and we each enter into Transactions for our own benefit and not as an agent or trustee on behalf of someone else.

1.10 Charges

- 1.10.1 You shall pay our charges as agreed with you from time to time, including:
- (a) charges for advice and recommendations (if any);
 - (b) any taxes imposed by any competent authority on any Transaction effected by you;
 - (c) where applicable, interest on any amount due to us at the rates normally charged by us (and which are available on request);
 - (d) any fines imposed by any competent authority where attributable to your conduct; and
 - (e) any other value added or other applicable taxes on any of the foregoing, including any withholding tax.
- 1.10.2 You agree that these charges apply in addition to any charges imposed by third party product providers as detailed in the relevant Product Description.
- 1.10.3 You should note that, when we enter into Transactions with you, we may receive fees and commissions from product providers who have helped us to enter into Transactions with you. You will not pay these charges directly to us. Full details of all fees and commissions payable will be disclosed to you. All charges applied by product providers will be communicated to you separately.
- 1.11 Cancellation

Please refer to the relevant Product Description for cancellation provisions in respect of specific Transactions.

2. ADVICE

2.1 Information from you

Where we give you advice, your Wealth Relationship Manager will suggest products to you having considered their possible suitability for your personal circumstances. We shall seek to obtain information about your personal and financial circumstances so that we can make a recommendation which is suitable for you. We may seek to obtain information about your risk tolerance, knowledge and experience of investing so that we can assess whether a proposed Transaction is appropriate for you. The decision to take specific products will be yours.

2.2 Accuracy of Information and Failure to Inform us

We shall assume that information about your personal and financial circumstances, knowledge and experience provided from you to us is accurate and we will have no responsibility to you if such information changes or becomes inaccurate unless you have informed us of such changes. You understand that, unless you give us accurate and complete information, we will not be able to advise you properly and/or the product(s) we recommend to you may not be suitable and we will not be responsible for this.

2.3 Advice and Execution Only Transactions

- 2.3.1 Where we have completed a financial planning review, assessed your risk tolerance and made a recommendation of a product that we think it suitable for you and meets your needs, this means we have given you advice. Where you accept our recommendation, you will have acted on our advice.
- 2.3.2 If you decide to act against our advice and instead choose a product or ask us to effect a Transaction that is not in line with our recommendation, then you will be acting of your own volition on an execution against advice basis. We call this "self-directed" and we will not be liable if the Transaction you ask us to effect is not suitable for you. When this happens, we may ask you to sign additional documentation stating that you are aware you are acting on this basis and that you agree we are not responsible for the outcome.
- 2.3.3 If you do not want our advice, you can request to take a product or effect a Transaction without any advice or recommendation from us. We call this "execution only" and we will not be liable to you for the outcome of the Transaction or the product choice. You will be responsible for your choice of product and the outcome of the Transaction. We will make it clear at the time you ask us to effect the Transaction that we are not giving you advice or making a

recommendation. For certain products, we will only allow you to deal with us on an “execution only” basis. Where we are required to do so by applicable law or regulation, we will make some basic suitability checks, such as checking your financial position and risk tolerance. This does not mean we are making a recommendation or giving you advice on the Transaction, nor does it mean we are advising you on the suitability of the Transaction. We will ask you to sign documentation stating that you are aware that it is your decision alone to undertake the Transaction, you are acting on an “execution only” basis and are responsible for the outcome and product choice, and you have not been given any advice or recommendation by us.

2.4 No on-going advice

2.4.1 We are not under any obligation to provide you with on-going advice in relation to the management of your investments or in respect of any particular Transaction. It is your responsibility to have regular financial reviews and to keep your investments under review to ensure they continue to meet your changing needs, goals and financial circumstances. If you do not have regular financial reviews, we cannot re-assess the on-going suitability of your investments and we will not be responsible if they do not continue to be suitable for you.

2.4.2 During your financial planning reviews, we may identify that the investments you hold are no longer suitable for your current needs, goals, preferences, financial circumstances or risk tolerance, or your investment portfolio may need to be “re-balanced”, or you may be holding a product that we do not sell (or no longer sell) and therefore we have no information to form an opinion on its continued suitability for you. In these circumstances, we may (but are not obliged to) make a recommendation to switch, transfer or re-direct investments. When we consider these options with you, we will explore with you the potential advantages and disadvantages and costs associated with making such changes and will document these in your financial planning report. Changing investments involves market risk and we cannot guarantee your new investments will out-perform your existing investments. We will not be responsible if this happens, so long as our recommendation was for an investment that was suitable for you and we made you aware of the potential risks of changing your investments before you transacted. If we make a recommendation to change your existing investments in any way and you choose to proceed against our recommendation and/or retain your existing investments unchanged, you will be acting against our advice (or “self-directed” - see clause 2.3.2 above) and we will not be liable if the investments you continue to hold are not suitable for you or become unsuitable for you in the future. If you continue to hold investments that we do not sell (or no longer sell), even though we have advised you to change them, or you choose not to review your existing investments with us at all during your financial planning review, you do so at your own risk and we will not be liable to you if the investments you continue to hold are not suitable for you or become unsuitable for you in the future.

2.5 Limitations

2.5.1 Where we do provide market information, advice or recommendations, we give no representation, warranty or guarantee as to their accuracy or completeness or as to the tax consequences of any Transaction. Unless we specifically agree otherwise in writing with you, you hereby acknowledge:

- (a) that the provision of advice is incidental to your dealing relationship with us and provided solely to enable you to make your own investment decisions;
- (b) that the information provided to other clients may be different from advice given to you; and
- (c) that such information may not be consistent with our proprietary investments, or those of our Associates, directors, employees or agents.

2.6 Investment research and other published information

We may from time to time send published research reports and recommendations and other publications to you. If the document contains a restriction on the person or category of persons for whom that document is intended or to whom it is distributed, you agree that you will not pass it on to any such person or category of persons. We make no representations as to the time of receipt by you of research reports or recommendations and cannot guarantee that you will receive such research reports or recommendations at the same time as other clients. We shall not be liable for any investment decision you make, based in whole or in part, on any investment research report, recommendation or other publication we send to you. Any such published research reports or recommendations may appear in one or more screen information service. Please refer to Clause 13.8 for further information on how we manage conflicts which would affect the impartiality of investment research we provide to you.

2.7 Ancillary advice

We will not provide any advice other than as provided for in these General Terms and Conditions and in line with any Applicable Regulations. For the avoidance of doubt, we will not provide any tax, legal or accounting advice or any advice on inheritance or estate planning and we shall not at any time be deemed to be under any duty to provide such advice. Other than sharing product specific documentation or sharing general information about the current processes that would apply in the event of your death, we will not advise you on what will happen to your investment and insurance products upon your death and we will not provide advice or assistance to your heirs in respect of applying for probate or any other relevant court orders in the event of your death. If you require advice for any of these matters, you must seek it from an independent professional advisor, the costs of which would be your responsibility (or the responsibility of your heirs as applicable).

3. PERSONAL INFORMATION

3.1 Confidentiality

- 3.1.1 We take your personal information very seriously and will not share it with anyone (including our Associates), other than:
- (a) where we are legally or judicially by court order required to disclose (including at the request of any regulator, tax authority, Market of central clearing party);
 - (b) where we have a public duty to disclose;
 - (c) where our legitimate business purposes require disclosure;
 - (d) where the disclosure is made with your consent; or
 - (e) as set out in the terms below.

3.2 General use and sharing of your information

- 3.2.1 You consent to us collecting, using and sharing relevant information about you, your transactions, your use of our products and services, and your relationships with our Associates ("**Customer Information**"):
- (a) to process applications you make;
 - (b) to supply you with products and services you request, including without limitation, for the purposes of developing or maintaining any product or system, the storage or processing of any data (including personal data) or the production of any document connected with the provision of the products and services;
 - (c) for Compliance Obligations and/or Financial Crime Risk Management Activities; and
 - (d) for credit assessment, customer service, market research, behavioural scoring, product analysis, insurance, audit and administrative purposes.
- 3.2.2 This may include information provided by you or someone acting on your behalf.
- 3.2.3 You consent to us using, processing, and storing Customer Information and transferring and disclosing any Customer Information to the following recipients, (who may also use, transfer and disclose it):
- (a) any member of the Bank's group in connection with or arising from any of our products and services, Compliance Obligations and/or Financial Crime Risk Management Activities;
 - (b) any third party sub-contractors, agents, service providers, or joint venture partners of the Bank's group (including their respective employees, directors and officers) in connection with or arising from any of our products and services, Financial Crime Risk Management Activities, regulatory trade reporting or the collection of any amounts due and outstanding from you, the Customer;
 - (c) any Authorities, in connection with or arising from the Compliance Obligations or Financial Crime Risk Management Activities;
 - (d) payment beneficiaries, clearing houses, settlement systems, market counterparties, swap or trade repositories, stock exchanges, companies in which the Customer has an interest in securities where such securities are held by us for you, the Customer, or persons acting on behalf of you, the Customer for the purpose of providing our products and services;
 - (e) the Customer, its affiliates and any third party sub-contractors, agents, service providers and nominees of the Customer or its affiliates in connection with or arising from any of our products and services, Compliance Obligations or Financial Crime Risk Management Activities;
 - (f) any party to a transaction or potential transaction acquiring interest in or assuming risk in or in connection with our products and services;
 - (g) other financial institutions, as necessary to conduct or assist other financial institutions to conduct credit checks, and/or credit reference agencies for the purposes of obtaining or providing credit references; and
 - (h) correspondent and agent banks (e.g.: for CHAPS, BACS, SWIFT) for the purpose of providing our products and services, wherever located, in Hong Kong, the United Kingdom or elsewhere which may include jurisdictions which have inadequate data protection laws.
- 3.2.4 We may use Associates and/or third parties (including Service Providers) to provide certain services to you, which may include the processing of information about you. You consent to the transfer of personal data to such Associates/third parties and the subsequent use, storage and processing of your data by such Associates, Service Providers or third parties. Associates, Service Providers and other third parties may use your data as set out in clauses 3.2.1, 3.2.2 and 3.2.3 above when processing transactions (or providing other services to you) on your behalf.

3.3 Crime prevention and debt recovery

- 3.3.1 To recover debt, prevent crime, verify your identity, comply with laws, regulations, sanctions regimes, international guidance, our internal policies and procedures, and/or demands from any Authorities, relating

to or in connection with or furtherance of any Financial Crime Risk Management Activity we may exchange information (both domestically and, where appropriate, overseas) with Associates and Authorities and, where appropriate, with credit reference, debt recovery, fraud prevention and law enforcement agencies, and other relevant organisations including other lenders and third parties. We may also take such action, which may include, without limitation, intercepting, investigating, delaying, blocking or refusing any payment or provision of all or part of our products and services or an application for our products and services, or drawdown or utilisation of a credit facility; processing Customer Information (which includes but is not limited to matching Customer Information with other data in possession of the Bank's group); and the disclosure of Customer information relating to the same.

- 3.3.2 The Bank shall regularly review your Account and your information may be processed for the purposes of complying with applicable laws including anti-money laundering and anti-terrorism laws and regulations and fighting crime and terrorism as well as other industry protection rules and regulations. This may require the disclosure of information to domestic or overseas governmental or regulatory authorities or to any other person we reasonably think necessary for these purposes including Associates and third parties.
- 3.3.3 In order to prevent or detect fraud, the information provided in the application will be shared with fraud prevention agencies. If false or inaccurate information is identified, details will be passed to fraud prevention agencies to prevent fraud and money laundering.

3.4 Information about products, services and promotions and market research

- 3.4.1 You agree that we may use and share relevant information about you, your Transactions and your relationships with Associates to give you information about products, services and promotions available from Associates and selected third parties which may interest you by post, telephone, electronic and other means.
- 3.4.2 Associates may share relevant information about you, your Transactions and your relationships with third party market research agencies who may invite you (by post, telephone, electronic and other means) to take part in market research activities for Associates. If you do not wish to be contacted for market research purposes please let us know.

3.5 Miscellaneous

- 3.5.1 To ensure that we carry out your instructions accurately, to help us to improve our service and in the interests of security, we may monitor and/or record your communications with us including telephone calls and conversations we have with you in our branches. Any recordings remain our sole property and conclusive evidence of any Transactions entered in to.
- 3.5.2 We may make and retain copies of passports, driving licences or other identification evidence that you provide. We will share this information with our Associates and third parties concerned with the provisions of Services.
- 3.5.3 We will obtain your written consent before providing a banker's reference about you, however, if we receive a request from another financial services institution we will provide information required to verify your identity for money laundering prevention purposes.
- 3.5.4 We may share information about you with any third party:
 - (a) to whom we transfer, or may transfer, any of our rights and obligations under these General Terms and Conditions; or
 - (b) in connection with the sale, acquisition or restructure of any Associate provided that the third party uses such information for the same purposes for which it was supplied to us or used by us.
- 3.5.5 Definitions and Interpretation
 - (a) In this section:
 - (i) **"Authorities"** means any judicial, administrative or regulatory body, any public or government agency, instrumentality or authority, any Tax Authority, securities or futures exchange, court, central bank or law enforcement body or other entity having jurisdiction over any part of the Bank's group, or any agents thereof, exercising executive, legislative, judicial, taxing, regulatory or administrative powers or functions of or pertaining to government;
 - (ii) **"Compliance Obligations"** means compliance by any member of the Bank's group with any demand from Authorities or any reporting, disclosure or other obligations under any applicable local or foreign statute, laws, regulations, ordinance, rule, judgment, decree, or voluntary codes, directives, court orders, agreement (whether concluded voluntarily or involuntarily);
 - (iii) **"Economic or Trade Sanctions"** means financial restrictions such as asset freezing measures, prohibitions on providing economic resources or financial assistance, or similar restrictions placed by governmental authorities or intergovernmental or regional bodies, international bodies (such as the United Nations Security Council) or regional multilateral bodies (such as the European Union) on trade or financial dealings with specified territories, governments, entities and individuals.

- (iv) "Financial Crime Risk Management Activity" means (without limitation) (a) the detection, investigation and prevention of money laundering, terrorist financing, proliferation financing, corruption, tax evasion, fraud, and/or violations, or attempts to circumvent or violate laws, regulations, and/or directives, and fulfilling Compliance Obligations relating to the same; (b) the detection, investigation and prevention of the provision of financial and/or other services or support to any persons or entities which may be subject to Economic or Trade Sanctions, and fulfilling Compliance Obligations relating to the same; (c) the interception and investigation of any payment, communication, drawdown request or instruction or any other information otherwise related to any application for our products and services in connection with any payment screening requirements; and/or (d) the performance of Customer due diligence;
- (v) "Tax Authorities" means domestic or foreign tax, revenue, fiscal or monetary authorities, which may include the US Internal Revenue Service.

4. INSTRUCTIONS

4.1 Placing of instructions

You may give us instructions or orders in writing (however, this does not include fax or email) or orally (including by telephone), unless we tell you that instructions can only be given in another particular way. If you give instructions by telephone, your conversation may be recorded. If any instructions are received by us by telephone, we may ask you to confirm such instructions in writing. We shall be authorised to follow instructions notwithstanding your failure to confirm them in writing. The internet and other electronic communications may not be secure, reliable or timely. You acknowledge and accept that any communications effected between us using the internet or other electronic means may be intercepted, copied, adapted or imitated by third parties.

4.2 Authority

We shall be entitled to act for you upon instructions given or purporting to be given by you or any person authorised on your behalf without further enquiry as to the genuineness, authority or identity of the person giving or purporting to give such instructions.

4.3 Cancellation/withdrawal of instructions or orders

We can only cancel your instructions if we have not acted upon those instructions. Instructions may only be withdrawn or amended by you with our consent.

4.4 Right not to accept instructions or orders

We may, but shall not be obliged to, accept instructions to enter into a Transaction. If we decline to enter into a proposed Transaction, we shall not be obliged to give a reason but we shall promptly notify you accordingly.

5. ORDER EXECUTION

5.1 Control of instructions or orders prior to execution

5.1.1 We have the right (but no obligation) to set limits and/or parameters to control your ability to place instructions at our absolute discretion. Such limits and/or parameters may be amended, increased, decreased, removed or added to by us at our absolute discretion and may include (without limitation):

- (a) controls over maximum instruction amounts and maximum instruction sizes;
- (b) controls over our total exposure to you; or
- (c) any other limits, parameters or controls which we may be required to implement in accordance with Applicable Regulations.

5.2 Execution of instructions

We shall use our reasonable endeavours to execute any instruction promptly, but in accepting your instructions we do not represent or warrant that it will be possible to execute such instruction or that execution will be possible according to your instructions. If we encounter any material difficulty relevant to the proper carrying out of an order on your behalf we shall notify you promptly. We reserve the right not to execute your instructions where we have requested information or documentation from you and you have failed to provide it to us. Where there is a delay in you providing us with requested information or documentation, we may ask you to complete and sign new documentation to refresh your instructions to us. In both cases, we will not be liable to you if your instructions are not executed or if there is a delay in executing them."

5.3 Execution of orders

We shall use our reasonable endeavours to execute any order promptly, but in accepting your orders we do not represent or warrant that it will be possible to execute such order or that execution will be possible according to your instructions. If we encounter any material difficulty relevant to the proper carrying out of an order on your behalf we shall notify you promptly. We shall carry out an order on your behalf on a Business Day or when the relevant Market is open for dealings, and we shall deal with any instructions received outside these times as soon as possible on the next Business Day or when that relevant Market is next open for business (in accordance with the rules of that Market). When you give us a specific instruction, our order execution timeframes and process will not apply, and we may be unable to take the steps described in such process to obtain the best possible result in executing your order.

We reserve the right not to execute your orders where we have requested information or documentation from you and you have failed to provide it to us. Where there is a delay in you providing us with requested information or documentation, we may ask you to complete and sign new documentation to refresh your order. In both cases, we will not be liable to you if your orders are not executed or if there is a delay in executing them.

5.4 Crossing of orders

We may arrange for a Transaction to be executed, either in whole or in part, by selling an investment to you from another client, or a client of an Associate of ours, or vice-versa. We shall not give you prior notice if we arrange for a Transaction to be executed in this manner.

5.5 Aggregation of orders

We may combine your order with our own orders and orders of other clients. By combining your orders with those of other clients we must reasonably believe that this is in the overall best interests of our clients. However, aggregation may result in you obtaining a less favourable price in relation to a particular order.

5.6 Intermediate brokers and other agents

We may, at our entire discretion, arrange for any Transaction to be effected with or through the agency of an intermediate broker, who may be an Associate of ours, and may not be resident in the jurisdiction. Neither we nor our respective directors, officers, employees or agents will be liable to you for any act or omission of an intermediate broker or agent. No responsibility will be accepted for intermediate brokers or agents selected by you.

6. CLEARING AND SETTLEMENT

6.1 Performance and settlement

- 6.1.1 All Transactions shall be due for settlement in accordance with Market requirements.
- 6.1.2 You agree that we shall be permitted to do all such things and open all such accounts as are necessary to give effect to any Transaction and to settle any Transaction, including all things reasonably incidental to settling any Transaction.
- 6.1.3 You agree that you shall provide all money, documents or property deliverable by you under a Transaction in sufficient time on or before the settlement date to enable us to settle the Transaction.
- 6.1.4 You will promptly deliver any instructions, money, documents or property deliverable by you under a Transaction in accordance with that Transaction as modified by any instructions given by us for the purpose of enabling us to perform our obligations under the relevant matching Transaction.
- 6.1.5 You acknowledge that where you do not deliver any instructions, money, documents or property deliverable by you under a Transaction, we may nevertheless settle the Transaction. Where the Bank settles the Transaction, you shall immediately pay or transfer to us sufficient money, documents or property to reimburse the Bank for any shortfall. You shall on demand reimburse us for any commission, charges or other expenses we have incurred settling the Transaction prior to receiving such money, documents or property as the case may be. Furthermore, where we settle the Transaction, we may at any time before receiving sufficient money, documents or property to reimburse us for the shortfall, purchase or borrow such money, documents or property in the Market or otherwise. If we do so and the costs of or in connection with purchasing or borrowing the money, documents or property is greater than the amount received by us on the settlement of the Transaction, you shall pay to us an amount equal to the difference (together with any commission or other fees or expenses that are due to us). In any event, we may debit the amount received on the settlement of the transaction from your Account and apply such amount (a) against the purchase or (b) in the purchase of any equivalent investments that we are required to deliver to the relevant stock lender and (c) against other costs or charges incurred in connection with such purchase. Any stock borrowing charges or other expenses that we have incurred in settling the Transaction prior to effecting such other purchase shall continue to be payable by you.
- 6.1.6 You acknowledge that where you do not deliver any instructions, money, documents or property deliverable by you under a Transaction or fail to meet any other contractual obligation, we shall unless and until such time you fully discharge your obligations have no obligation to account to you or any other person for any investments or cash received under the relevant settlement. You agree that we may sell or otherwise dispose of for value any investments received by us under the relevant settlement and apply the proceeds in discharge or reduction of the relevant obligations which are then due and payable, but unpaid providing that we shall pay to you any surplus that is not so applied. You will not have a right to title or interest in any cash

or investments received for your Account. We will have no obligation to deliver or account to you for any such cash or investments and we will be entitled to retain any such cash or investments until such time that you have met your obligations.

- 6.1.7 We shall have no liability whatsoever for any loss or liability or loss of profit or gain incurred or suffered by you in consequence of any purchase, sale, transaction or other action which may be undertaken by the Bank at such price and on such terms as we shall, in our absolute discretion, determine. You authorise us to effect such currency conversions and enter into such foreign exchange transactions with or on your behalf at such rates and in such manner as we may, in our absolute discretion, determine.
- 6.1.8 You hereby undertake that any money, documents or property deliverable by you under a Transaction is free from any mortgage, pledge, lien, hypothecation, security interest or other charge or encumbrance, or any other agreement having the same economic effect over or in respect of the documents or property deliverable. You further undertake not to create any mortgage, pledge, lien, hypothecation, security interest or other charge or encumbrance or otherwise dispose or create an interest therein.
- 6.1.9 You acknowledge that clearing and settlement of Transactions may result in your money, documents or property being pooled with money, documents or property of the same description of the Bank or our other customers and accordingly you shall not have the right to any specific document or title or certificates or any other evidence of title to any such property but subject to Applicable Regulation be entitled to equivalent money, documents or property.
- 6.1.10 You agree that we shall have no liability for any liability suffered or incurred by you by reason of (a) the Bank taking or failing to take any action, where such action or failure to take action is required by a Market or a central clearing party or under the rules, requirements and procedures of the Market or the central clearing party; (b) the Bank taking or failing to take any action which it considers necessary or appropriate in response to any action taken or any failure to take action by a Market or a central clearing party, where such action or failure to take action by the Market or central clearing party is required by its rules, requirements or procedures; and (c) a Market or a central clearing party taking or failing to take any action, where such action or failure to take action is authorised, permitted or required by its rules, requirements or procedures, including without limitation the exercise by such Market or central clearing party of any procedure, right or claim against you.

7. PAYMENT AND SET OFF

7.1 Payment

All amounts (including, without limitation all fees and charges) payable by you relating to the settlement or execution of Transactions under these General Terms and Conditions including the Schedules shall be due on demand, in such currency as we may determine and shall be paid without set off, counterclaim or deduction.

7.2 Set-off

- 7.2.1 You authorise us to set off, transfer or apply (without prior notice) any indebtedness, liabilities or obligations owed by the Bank to you, or any credit balance (whether or not then due and payable) on any Account that has been opened in your name, and any interest on it in or towards the satisfaction of any indebtedness, liabilities or obligations or any sum that is due from you under these General Terms and Conditions including the Schedules in any respect whatsoever (whether or not expressed in the same currency and including, without limitation, any payment of fees or charges due to us and payments pursuant to any indemnity). For the avoidance of doubt:
- (a) any reference in this Clause 7.2 to any indebtedness, obligations or liabilities shall include all indebtedness, obligations or liabilities of any nature, whether present or future, actual or contingent, primary or collateral, several or joint, secured or unsecured;
 - (b) we are not obliged to exercise our rights under this Clause, which are without prejudice to any other rights to which we are otherwise entitled; and
 - (c) we shall be entitled to combine or consolidate Accounts for any of the purposes set out above or otherwise in connection with the exercise of its rights hereunder.
- 7.2.2 Where any set off, consolidation, combination or transfer requires the conversion of one currency to another, such conversion shall be carried out at such rates and in such manner as we in our sole discretion shall determine.
- 7.2.3 Until such time that you have paid or discharged in full all monies and liabilities owed to the Bank in relation to your Account(s), any monies from time to time outstanding to the credit of your Account(s) up to the value of the outstanding amount shall not be due and payable. We may, however, in our absolute discretion make payments to you from any such Account(s) or otherwise exercise its rights, including our rights of set-off.
- 7.2.4 If you fail to make payment or delivery in relation to settlement or execution Transactions when required, breach any of the provisions of these General Terms and Conditions including the Schedules relating to payment or delivery obligations in relation to settlement or execution of Transactions or any Market or Applicable Regulations or become subject to an Insolvency Event (or if we reasonably consider you have not performed or unlikely to perform your payment or delivery obligations hereunder) we may, without prejudice to any other right or remedy available to us, and without further notice:

- (a) Cancel, close out, terminate or reverse all or any Transactions for your Account;
- (b) retain, sell, charge, create a security interest over or otherwise dispose of any cash, investments or other assets held for your Account and apply the same or any proceeds of sale thereof in full or partial settlement of any liability; and/or
- (c) exercise any other right or remedy available to us pursuant to these General Terms and Conditions including the Schedules or take such other action as we may, in our absolute discretion, consider necessary, desirable or expedient.

7.2.5 We shall have no liability whatsoever to you for any loss or liability or loss of profit or gain incurred or suffered in consequence of any exercise by us of any right or remedy available to us pursuant to these General Terms and Conditions including the Schedules and any purchase, sale, transaction or other action may be undertaken by us at such price and on such terms as we shall, in our absolute discretion, determine.

8. CONFIRMATIONS AND REPORTS

8.1 Confirmations

8.1.1 Unless provided differently in the applicable Product Schedule, we shall send you Transaction Confirmations on the same day (or as otherwise required under the Applicable Regulations) for any Transactions that we have executed on your behalf by post, or if you prefer, by electronic mail to the e-mail address on record for you or by any other means we agree with you. It is your responsibility to inform us of any change to your e-mail address and other contact details, the non-receipt of a Transaction Confirmation, or whether any Transaction Confirmations are incorrect before settlement. Transaction Confirmations shall, in the absence of manifest error, be conclusive and binding on you, unless:

- (a) we receive from you objection in writing within two Business Days of despatching the confirmation to you; or
- (b) we notify you of an error in the Transaction Confirmation. If we have notified you of any such error we shall issue a revised Transaction Confirmation and the revised Transaction Confirmation shall be conclusive and binding on you, unless we receive your objection in writing within two Business Days of despatching the revised Transaction Confirmation to you.

8.1.2 Where applicable, we will ensure that you receive documents showing ownership of your investments as soon as practicable after we receive them. Where a number of documents relating to a series of Transactions is involved, we may hold them until the series is complete before forwarding them to you.

8.2 Regulatory Reporting

Under Applicable Regulations, we may be obliged to make information about certain Transactions public. You agree and acknowledge that any and all proprietary rights in such Transaction information are owned by us and you waive any duty of confidentiality attaching to the information which we reasonably disclose.

9. CLIENT MONEY

Money held with third parties

We may pass money received from you to a third party to hold or control in order to effect a Transaction through or with that person. We have no responsibility for any acts or omissions of any third party to whom we pass money received from you. The third party to whom we pass money may hold it in an omnibus account and it may not be possible to separate such money from our money, or the third party's money. In the event of the insolvency or any other analogous proceedings in relation to that third party, we will only have an unsecured claim against the third party on behalf of you and our other clients, and you will be exposed to the risk that the money received by us from the third party is insufficient to satisfy the claims of you and all other clients with claims in respect of the relevant account.

10. CUSTODY

10.1 Custody Services

We may act as custodian for any assets received from you or received and held for your Account ("Custody Assets").

10.2 Registration of Custody Assets

We may register or arrange the registration of the Custody Assets in any name permitted by Applicable Regulations. In particular, but without limitation, the Custody Assets may be registered in your name (or in the name of a nominee company controlled by us or any of our Affiliates, a recognised or designated investment exchange or a custodian) or, where required, in the name of the Bank.

10.3 Pooling

We shall identify, record and hold all Custody Assets separately from any of the Bank's own investments and other assets, and in such a manner that the identity and location of Custody Assets can be identified at any time. Any part of the Custody Assets may be pooled with investments and assets of the same description of the Bank's other

clients and accordingly you shall not have the right to any specific documents of title or certificates or other evidence of title which evidence title to any such investments, but will instead be entitled, subject to any Applicable laws and Regulations, to an amount of investments of any issue that is of the same description and in the same amount credited to your Account.

10.4 Eligible Third Parties

- 10.4.1 We may hold your Custody Assets with a custodian, securities depository, clearing or settlement system, any participant in such a system or any Associate (each an "Eligible Third Party") to provide Custody and Nominee Services on your behalf provided that any such person or entity qualifies as a custodian under Applicable Regulations. We may also appoint sub-custodians (including sub custodians overseas). We may use any intermediate brokers or settlement agents or an Eligible Third Party and pass money or investments held for your Account to such broker or settlement agent.
- 10.4.2 Such assets may be held in a single account that is identified as belonging to the Bank's clients and your entitlement will be identified separately in books and records held by the Eligible Third Party. You should note that the broad effect of this is that in the event of an irreconcilable shortfall following the default of any Eligible Third Party, you may share in that shortfall proportionately with the Bank's other clients.
- 10.4.3 We may arrange for the Custody Assets to be held overseas or pass money or Investments held for your account to an intermediate broker, settlement agent or Eligible Third Party. In such cases, your money and Investments will be subject to the laws of that overseas jurisdiction and your rights relating to your money and Investments may be different. In the event of default your money and Investments may be treated differently.
- 10.4.4 We will exercise reasonable prudence in accordance with its due diligence procedures in the selection and continuing use of any Eligible Third Party but, in the absence of negligence, fraud or wilful misconduct by us, we shall not be responsible for the default of any Eligible Third Party.

10.5 Realisation of Custody Assets

You agree that the Custody Assets may be subject to a security interest, lien or right of set-off in favour of any Service Provider, sub-custodian, Nominee or agent thereof in respect of any liabilities relating to your Account.

10.6 Payments, Corporate Actions and Notices and Other Documentation

- 10.6.1 We will assume responsibility for claiming and receiving dividends and interest payments. Dividends and interest payments may be received by us (or any Nominee company or custodian) net of local withholding or similar taxes or deductions and we (or any Nominee company or custodian) may, if required to do so to comply with Applicable Regulations, itself withhold or deduct tax or other amounts from dividend or interest payments received. You shall reimburse us for any costs incurred by us (or any Nominee company or custodian) in complying with our obligations to apply withholdings or deductions. For the avoidance of doubt, you shall be responsible for reclaiming amounts withheld or deducted.
- 10.6.2 We will inform you of any Corporate Action that affect any investments that are held in your Account as soon as reasonably practicable after receiving notice of those events. You are responsible for providing instructions with respect to the exercise of rights and performance of all actions which may be exercisable in relation to any Custody Assets, including without limitation the right to vote, tender, exchange, endorse, transfer, or deliver any investments in your Account to participate in or consent to any class action, distribution, plan of reorganisation, creditors committee, merger, combination, consolidation, liquidation, underwriting, or similar plan with reference to such investments. In the absence of instructions from you, the Bank will apply the default election to your Account on a Corporate Action. Where no default election exists, we shall not exercise any voting or other rights.
- 10.6.3 We shall on receipt of any notice or documentation relating to the Custody Assets, use reasonable efforts to forward the same to you or deal with the same in accordance with the directions given by you from time to time.

10.7 Safe Custody Statements

We will provide you with information relating to the safe custody investments for which we or a Nominee company hold on your behalf by sending you periodic custody statements. Unless otherwise agreed, these will be sent to you annually. Assets shown on those statements will be valued on the basis set out in those statements.

10.8 Value of Custody Assets

- 10.8.1 We shall not be liable in respect of any loss or damage or diminution or depreciation in the value of the Custody Assets held by us (whether or not held in the name of the Bank or a Nominee) that you suffer due to or arising out of the handling and/or holding and/or dealing with the Custody Assets and (or related documents held by us) unless the loss or damage is a consequence of an act of negligence, fraud or wilful misconduct on the part of the Bank and without any limitation to the foregoing we shall not be liable in respect of any loss or damage or diminution or depreciation in value of the Custody Assets or deposited with or held by or dealt with by our Associates where their appointment was made in good faith and without any negligence.

10.8.2 The Bank shall be under no duty to diversify investments or assets, nor be under any duty to preserve the value of the investments or assets or to see that the value of the investments or assets or any part or parts thereof is enhanced in any way, nor shall the Bank be liable for any failure in that respect whatsoever.

11. REPRESENTATIONS, WARRANTIES AND COVENANTS

11.1 Representations and warranties:

11.1.1 You represent and warrant to us on the date these General Terms and Conditions including the Schedules comes into effect and as of the date of each Transaction that:

- (a) you have reached the age of 18 years or over and have full capacity to enter into these General Terms and Conditions;
- (b) you have all necessary authority, powers, consents, licences and authorisations and have taken all necessary action to enable you lawfully to enter into and perform these General Terms and Conditions and such Transaction;
- (c) the persons entering into these General Terms and Conditions and each Transaction on your behalf have been duly authorised to do so;
- (d) these General Terms and Conditions, each Transaction and the obligations created under them both are binding upon you and enforceable against you in accordance with their terms and do not and will not violate the terms of any regulation, order, charge or agreement by which you are bound;
- (e) you act as principal and sole beneficial owner (but not as trustee or agent) in entering into these General Terms and Conditions and each Transaction;
- (f) any information which you provide or have provided to us in respect of your financial position, domicile or other matters is accurate and not misleading in any material respect;
- (g) you are not a US Person or acting for the account of such US Person and you are not located in the US;
- (h) you are willing and financially able to sustain a total loss of funds resulting from any Transaction; and
- (i) there is no actual or pending litigation or arbitration before any court or arbitral body of any type (including without limitation bankruptcy, fraud or employment matters) to the best of your knowledge and belief entered against you on or before the date of undertaking any Transaction.

11.2 Your promises to the Bank

11.2.1 You promise the Bank that:

- (a) you will at all times obtain and comply, and do all that is necessary to maintain in full force and effect, all authority, powers, consents, licences and authorisations referred to in this Clause;
- (b) you will use all reasonable steps to comply with all Applicable Regulations in relation to these General Terms and Conditions and any Transaction, so far as they are applicable to you or the Bank; and
- (c) upon demand, you will provide us with such information as we may reasonably require to evidence the matters referred to in this Clause or to comply with any Applicable Regulations.
- (d) you will open and maintain with us a current or savings account for the purposes of funding your investments and receiving redemptions and other payments. Such account will be subject to the Personal Banking General Terms and Conditions of the Country.

12. EXCLUSIONS AND LIMITATIONS

12.1 General Exclusion

Neither the Bank, Service Providers, nor its or their directors, officers, employees, or agents ("Key People") shall be liable for any losses, damages, costs or expenses, whether arising out of negligence, breach of contract, misrepresentation or otherwise, incurred or suffered by you, the Customer under these General Terms and Conditions (including any Transaction or where the Bank has declined to enter into a proposed Transaction) unless such loss is a reasonably foreseeable consequence or arises directly from our or their respective gross negligence, wilful default or fraud. In no circumstance, shall the Bank, Service Providers, or its or their Key People have liability for losses suffered by you or any third party for any (a) indirect, special or consequential damage, (b) loss of profits, (c) loss of goodwill or (d) loss of business opportunity arising under or in connection with these General Terms and Conditions, whether arising out of negligence, breach of contract, misrepresentation or otherwise. Nothing in these General Terms and Conditions will

limit the liability of the Bank, Service Providers or of its or their Key People for death or personal injury resulting from their respective negligence or for any liability which cannot be lawfully excluded or limited.

12.2 Tax implications

Without limitation, we do not accept liability for any adverse tax implications of any Transaction whatsoever. We do not provide tax advice.

12.3 Changes to the market conditions

Without limitation, we do not accept any liability by reason of any delay or change in market conditions before a Transaction is implemented.

12.4 Limitation of Liability

The Bank, Service Providers and its or their Key People shall not be liable to you for any partial or non-performance of their respective obligations hereunder by reason of any cause beyond their reasonable control or force majeure events, including without limitation any breakdown, delay, malfunction or failure of transmission, communication or computer facilities, industrial action, act of terrorism, act of God, acts and regulations of any governmental or supra national bodies or authorities or the failure by the relevant intermediate broker or agent, agent or principal of our custodian, sub-custodian, dealer, exchange, or the trading platform operator, market value, clearing house or regulatory or self-regulatory organisation, for any reason, to perform its obligations.

12.5 Indemnity

12.5.1 You shall indemnify the Bank, Service Providers and its or their Key People on demand against all liabilities which arise directly or indirectly as a result of:

- (a) the Bank, its Associates, or Service Providers acting upon instructions which the Bank or Service Providers believes, in good faith, to have been received from you;
- (b) any breach by you of any provision hereof or any default or failure in the performance of your obligations in relation to transactions settled by the Bank or its Associates, or Service Providers;
- (c) any of your negligence, fraud or wilful default;
- (d) any representation or warranty given by you being untrue or misleading in any respect; and
- (e) any claim against or liability resulting from any defect in title or any fraud or forgery in relation to any of your assets (or instrument of transfer) delivered to us.

13. GENERAL

13.1 Termination

13.1.1 If you wish to terminate this area of our relationship, you may do so by giving us 14 days' notice in writing. Please note that, if you decide to terminate, we will no longer be able to provide services to you in respect of any investment products held at the time of termination and we will inform our third party product and service providers (as necessary) and proceed to redeem your investments accordingly. We will not be responsible if this causes you any loss.

13.1.2 You agree that we may terminate this area of our relationship:

- a) immediately if we need to do so in order to meet our, or our third party product / service providers', Compliance Obligations or as part of our Financial Crime Risk Management Activity (as defined in clause 3 above);
- b) immediately in the event that you or we close the underlying payment account you are required to maintain pursuant to clause 11.2.1(d); or
- c) at any time for any reason upon 30 days' notice.

13.1.3 You agree that our third party product and service providers may reject your applications or Transactions and may request us to terminate this area of our relationship with you or redeem a particular product you may hold with us. If we act upon this request, we will not be liable for any losses you may suffer as a result of such termination or redemption.

13.1.4 Upon termination, you agree that we may redeem your investments without further notice to you immediately in the case of termination pursuant to clause 13.1.2(a) above and within 30 days of the date of termination in all other cases and we will not be responsible if this causes you any loss.

13.1.5 You agree that, where law and regulations allow, we may tell our third party product / service providers in the event that we decide to exit this area of our relationship and may tell them the reasons why we have terminated.

13.1.6 Termination shall be without prejudice to the completion of any outstanding Transactions and the collection of any outstanding charges, fees or commissions.

13.1.7 Early termination, howsoever arising, resulting in redemption of your investments may mean you receive substantially less than you paid for the product or, in some cases, nothing at all, depending on the product terms and market performance at the time of termination.

13.2 Amendments

The Bank has the right to amend the terms of these General Terms and Conditions. If the Bank makes any material change to these General Terms and Conditions, the Bank will give at least 30 days written notice to you (which may include using electronic means) unless otherwise required by Applicable Regulation. Such amendments will become effective on the earlier of (i) the date specified in the notice or (ii) the date you commit yourself to a further Transaction (after completing a Transaction application form), and such amendments will be deemed effective notwithstanding that a further copy of the amended General Terms and Conditions will not be signed by you. Any other amendments must be agreed in writing between you, the Customer and us, the Bank. Unless otherwise agreed, an amendment will not affect any outstanding order or Transaction or any legal rights or obligations which may already have arisen.

13.3 Surviving Terms

Outstanding rights and obligations and Transactions shall survive the termination of these General Terms and Conditions, and shall continue to be governed by its provisions and the particular clauses agreed between you and us in relation to such Transactions until all obligations have been fully performed.

13.4 Notices

Unless otherwise agreed, all notices, instructions and other communications to be given by the Bank under these General Terms and Conditions shall be given to the address provided by you to the Bank (which may include using electronic means). Likewise, all notices, instructions and other communications to be given by you under these General Terms and Conditions shall be given to the address as listed in the applicable Country Conditions. You will notify us immediately in writing of any change in any information we hold about you (including your name, telephone number and address) in accordance with this Clause and complete a change of information document to instruct us to update our records. Failure to keep your information up to date may cause the Bank to suspend services and this may result in a detrimental outcome for your investments. Where you have taken third party products through us, we will use reasonable endeavours to inform the third parties of any such changes to your personal information, but we will not be liable to you if they fail to update their records accordingly. We recommend you update such third parties directly of any changes to your personal information, and you should always do so where their product or service terms and conditions require you to do so.

13.5 The Bank's records

The Bank's records, unless manifestly shown to be wrong, will be evidence of your dealings with us in connection with our services. You will not object to the admission of the Bank's records as evidence in any legal proceedings because such records are not originals, are not in writing or are documents produced by a computer. You will not rely on us to comply with your record keeping obligations, although records may be made available to you on request at our absolute discretion.

13.6 Customer's records

You agree to keep adequate records in accordance with Applicable Regulations to demonstrate the nature of orders submitted and the time at which such orders are submitted.

13.7 Complaints procedure

Should you have cause to complain about any aspect of the Services provided, in the first instance, please contact your Wealth Relationship Manager. We have a formal complaints handling process and you can be assured any complaint will be handled professionally and your concerns thoroughly investigated. An Acknowledgement and Initial response will be provided in writing within 10 Business Days, unless expressly agreed by you otherwise. If your complaint is not satisfactorily resolved through your Wealth Relationship Manager, please write to:

Customer Experience Team,
HSBC Bank Middle East Limited,
PO Box 66, Dubai, United Arab Emirates
Telephone 00971-4- 4235 217

13.8 Conflicts of Interest

13.8.1 We are part of a global organisation which provides a wide range of financial services. As such, we, or an Associate, may from time to time have interests which conflict with our clients' interests or with the duties that we owe to our clients. These include conflicts arising between the Bank, our Associates and employees on the one hand and the interests of our clients on the other and also conflicts between clients themselves.

13.8.2 We have established procedures which are designed to identify and manage such conflicts. These include organisational and administrative arrangements to safeguard the interests of our clients. A key element of this policy is that persons engaged in different business activities involving a conflict of interest must carry on those activities independently of one another.

13.8.3 Where necessary, we maintain arrangements which restrict the flow of information to certain employees in order to protect our clients' interests and to prevent improper access to client information.

13.8.4 We may also deal as principal for our own account and may be matching transactions with another client. Procedures are in place in order to protect your interest in this instance.

13.8.5 In some cases, our procedures and controls may not be sufficient to ensure that a potential conflict of interest does not damage your interests. In these circumstances, we will consider it appropriate to disclose the potential conflict to you and obtain your formal consent to proceed. However, we reserve the right to decline to act in any circumstance where we consider there is residual risk of damage to the interests of any of our clients including yours interests.

13.9 Delegation

You agree that we may delegate any of our functions or responsibilities under these General Terms and Conditions including the Schedules to any person, provided that before we do so we satisfy ourselves that such a person is competent to carry out those functions and responsibilities.

14. GOVERNING LAW AND JURISDICTION

14.1 Governing law and jurisdiction

Unless otherwise provided for in the relevant Product Description or Schedule, these General Terms and Conditions and all non-contractual obligations and other matters arising from it or in connection with it shall be governed and construed in accordance with the law and jurisdiction designated in the relevant Country Conditions.

14.2 Waiver of immunity and consent to enforcement

You irrevocably waive to the fullest extent permitted by Applicable Regulation, with respect to yourself and your revenue and assets (irrespective of their use or intended use) all immunity on the grounds of sovereignty or other similar grounds from (i) suit, (ii) jurisdiction of any courts, (iii) relief by way of injunction, order for specific performance or for recovery of property, (iv) attachment of assets (whether before or after judgment) and (v) execution or enforcement of any judgment to which you or your revenues or assets might otherwise be entitled in any Proceedings in the courts of any jurisdiction and irrevocably agree that you will not claim any immunity in any Proceedings. You consent generally in respect of any Proceedings to the giving of any relief or the issue of any process in connection with such Proceedings, including, without limitation, the making, enforcement or execution against any property whatsoever (irrespective of its use or intended use) of any order or judgment which may be made or given in such Proceedings.

15. INTERPRETATION

15.1.1 In these General Terms and Conditions:

- (a) "Account(s)" means account(s) operated by the Bank (or by any Service Providers appointed by the Bank pursuant to these General Terms and Conditions including the Schedules) and held in your name;
- (b) "Applicable Regulations" means:
 - (i) the rules and regulations of a relevant regulatory authority; and
 - (ii) all other applicable laws, rules, procedures, guidance and regulations (including, without limitation, accounting rules and anti-money laundering/sanctions legislation);
- (c) "Associate" means an undertaking in the same group as the Bank, a representative whom the Bank or an undertaking in the same group as the Bank appoint, or any other person with whom the Bank has a relationship that might reasonably be expected to give rise to a community of interest between the Bank and them;
- (d) "Corporate Action" means the issue, exercise, payment, delivery or performance of a right, privilege or benefit attached to or arising from an investment, including without limitation any such right, privilege or benefit in the nature of or arising from any dividend, distribution, interest, consolidation, conversion, bonus, rights, merger, reconstruction, exchange, option, preference, redemption or return of capital;
- (e) "Country Conditions" means the terms that apply to you when you undertake Transaction in the countries identified in the applicable Country Conditions;
- (f) "Insolvency Event" means being the subject of a petition in bankruptcy or winding up, having a receiver or administrative receiver, administrator, liquidator or trustee in bankruptcy appointed with respect to it or any of its assets and/or proposing or entering into any scheme of arrangement or composition with creditors;
- (g) "Market" means any regulated market, multilateral trading facility or other trading venue which brings together or facilitates the bringing together of multiple third-party buying and selling interests in investments; and, where the context requires, includes a reference to the person that operates and/or manages the system;
- (h) "Nominee" means a person or entity who is acting as the nominee holder or the legal holder of Investments or title to the Investments held on behalf of you or the Bank;
- (i) "Product Description" means the terms that apply to the Transaction that the Bank is entering into with you;

- (j) "Rules" means articles, rules, regulations, guidance, procedures and customs, as in force from time to time;
- (k) "Service Provider(s)" means a third party service provider appointed by the Bank to provide any or all of the Services pursuant to these General Terms and Conditions (including the Schedules);
- (l) "Transaction" means any transaction subject to these General Terms and Conditions, and includes any transaction which we both agree, in any specific Product Description or otherwise, shall be a Transaction; and
- (m) "US Person" as such term is defined in Regulation S of the US Securities Act of 1933, as amended or otherwise a citizen or resident of the US as understood by the code, laws or rules of the Inland Revenue Service of the US or any successor organisation from time to time in force.

16. SIGNATURE OF AGREEMENT

In signing and initialling these General Terms and Conditions, you acknowledge that you have carefully read each of the terms and conditions comprising the Agreement, you agree to and understand your obligations contained herein and hereby agree to be legally bound thereby.

SCHEDULE 1

RISK DISCLOSURES

1. RISKS

The price or value of an investment will depend on fluctuations in the financial markets outside of anyone's control. Past performance is no indicator of future performance.

The nature and extent of investment risks varies between countries and from investment to investment. These investment risks will vary with, amongst other things, the type of investment being made, including how the financial products have been created or their terms drafted, the needs and objectives of particular investors, the manner in which a particular investment is made or offered, sold or traded, the location or domicile of the issuer, the diversification or concentration in a portfolio (e.g. the amount invested in any one currency, security, country or issuer), the complexity of the transaction and the use of leverage.

The risk types set out below could have an impact on each type of investment::

1.1 Liquidity

The liquidity of an instrument is directly affected by the supply and demand for that instrument and also indirectly by other factors, including market disruptions (for example a disruption on the relevant exchange) or infrastructure issues, such as a lack of sophistication or disruption in the securities settlement process. Under certain trading conditions it may be difficult or impossible to liquidate or acquire a position. This may occur, for example, at times of rapid price movement if the price rises or falls to such an extent that under the rules of the relevant exchange trading is suspended or restricted. Placing a stop-loss order will not necessarily limit your losses to intended amounts, but market conditions may make it impossible to execute such an order at the stipulated price. In addition, unless the contract terms so provide, a party may not have to accept early termination of a contract or buy back or redeem the relevant product and there may therefore be zero liquidity in the product. **Early termination, realisation or redemption may result in you receiving substantially less than you paid for the product or, in some cases, nothing at all.**

1.2 Credit Risk

Credit risk is the risk of loss caused by borrowers, bond obligors, guarantors, or counterparties failing to fulfil their obligations or the risk of such parties' credit quality deteriorating. Exposure to the credit risk of one or more reference entities is particularly relevant to any credit linked product such as credit linked notes, and the potential losses which may be sustained, and the frequency and likelihood of such losses occurring, when investing in credit links products may be substantially greater than when investing in an obligation of the reference entity itself.

1.3 Market Risk

The price of investments goes up and down depending on market supply and demand, investor perception and the prices of any underlying or allied investments or, indeed, sector, political and economic factors. These can be totally unpredictable. Any overseas investment or investment with an overseas element can be subject to the risks of overseas markets which may involve different risks from those of the home market of the investor. In some cases the risks will be greater. The potential for profit or loss from transactions on foreign markets or in overseas denominated contracts will be affected by fluctuations in overseas exchange rates. Price volatility in emerging markets, in

particular, can be extreme. Price discrepancies, low trading volumes and wide pricing spreads can be common and unpredictable movements in the market not uncommon. Additionally, as news about a country becomes available, the financial markets may react with dramatic upswings and/or downswings in prices during a very short period of time. Emerging markets generally lack the level of transparency, liquidity, efficiency, market infrastructure, legal certainty and regulation found in more developed markets. For example, these markets might not have regulations governing market or price manipulation and insider trading or other provisions designed to “level the playing field” with respect to the availability of information and the use or misuse thereof in such markets. They may also be affected by sector, economic and political risk. It may be difficult to employ certain risk and legal uncertainty management practices for emerging markets investments, such as forward currency exchange contracts or derivatives. The impact of the imposition or removal of foreign exchange controls at any time should be considered, as well as potential difficulties in repatriation of assets. The risks associated with nationalisation or expropriation of assets, the imposition of confiscatory or punitive taxation, restrictions on investments by foreigners in an emerging market, sanctions, war and revolution should also be considered.

1.4 Insolvency

The insolvency or default of the firm with whom you are dealing may lead to positions being liquidated or closed out without your consent or, indeed, investments not being returned to you. There is also insolvency risk in relation to the investment itself, for example of the company that issued a bond.

1.5 Currency Risk

In respect of any foreign exchange transactions and transactions in derivatives and securities that are denominated in a currency other than that in which your account is denominated, a movement in exchange rates may have a favourable or an unfavourable effect on the gain or loss achieved on such transactions. The weakening of a country's currency relative to a benchmark currency or the currency of your portfolio will negatively affect the value of an investment denominated in that currency. Currency valuations are linked to a host of economic, social and political factors and can fluctuate greatly, even during intra-day trading. Some countries have foreign exchange controls which may include the suspension of the ability to exchange or transfer currency, or the devaluation of the currency.

1.6 Interest Rate Risk

Interest rates can rise as well as fall. A risk with interest rates is that the relative value of a security, especially a bond or a structured investment, will worsen due to an interest rate increase. This could impact negatively on other products. There are additional interest rate related risks in relation to floating rate instruments and fixed rate instruments; interest income on floating rate instruments cannot be anticipated. Due to varying interest income, investors are not able to determine a definite yield of floating rate instruments at the time they purchase them, so that their return on investment cannot be compared with that of investments having longer fixed interest periods. If the terms and conditions of the relevant instruments provide for frequent interest payment dates, investors are exposed to the reinvestment risk if market interest rates decline. That is, investors may reinvest the interest income paid to them only at the relevant lower interest rates then prevailing. Changes in market interest rates have a substantially stronger impact on the prices of zero coupon bonds than on the prices of ordinary bonds because the discounted issue prices are substantially below par. If market interest rates increase, zero coupon bonds can suffer higher price losses than other bonds having the same maturity and credit rating.

1.7 Commodity Risk

The prices of commodities may be volatile, and, for example, may fluctuate substantially if natural disasters or catastrophes, such as hurricanes, fires or earthquakes, affect the supply or production of such commodities. The prices of commodities may also fluctuate substantially if conflict or war affects the supply or production of such commodities. If any interest and/or the redemption amount payable in respect of any product is linked to the price of a commodity, any change in the price of such commodity may result in the reduction of the amount of interest and/or the redemption amount payable. The reduction in the amount payable on the redemption of an investment may result, in some cases, in you receiving a smaller sum on redemption of a product than the amount originally invested in such product.

1.8 Regulatory/Legal/Structural Risk

All investments could be exposed to regulatory, legal or structural risk. Returns on all, and particularly new, investments are at risk from regulatory or legal actions and changes which can, amongst other issues, alter the profit potential of an investment. Legal changes could even have the effect that a previously acceptable investment becomes illegal. Changes to related issues such as tax may also occur and could have a large impact on profitability. Such risk is unpredictable and can depend on numerous political, economic and other factors. For this reason, this risk is greater in emerging markets but does apply everywhere. In emerging markets, there is generally less government supervision and regulation of business and industry practices, stock exchanges and over-the-counter markets. The type of laws and regulations with which investors are familiar in their jurisdiction may not exist in some places, and where they do, may be subject to inconsistent or arbitrary application or interpretation and may be changed with retroactive effect.

Both the independence of judicial systems and their immunity from economic, political or nationalistic influences remain largely untested in many countries. Judges and courts in many countries are generally inexperienced in the areas of business and corporate law. Companies are exposed to the risk that legislatures will revise established law solely in response to economic or political pressure or popular discontent. There is no guarantee that an overseas investor would obtain a satisfactory remedy in local courts in case of a breach of local laws or regulations or a dispute over ownership of assets. An investor may also encounter difficulties in pursuing legal remedies or in obtaining and enforcing judgments in overseas courts. In the case of many products, there will be no legal or beneficial interest in the obligations or securities of the underlying reference entity but rather an investor will have a contractual relationship with the counterparty only and its rights will therefore be limited to contractual remedies against the counterparty in accordance with the terms of the relevant product. In all cases the legal terms and conditions of a product may contain provisions which could operate against your interests. For example, they may permit early redemption or termination at a time which is unfavourable to you, or they may give wide discretion to the issuer of securities to revise the terms applicable to securities. In other cases there may be limits on the amounts in relation to which rights attaching to securities may be exercised and in the event that you hold too many (or too few) securities, your interests may be prejudiced and should scrutinise these carefully. In some cases, the exercise of rights by others may impact on your investment. For example, a product such as a bond or note may contain provisions for calling meetings of holders of those bonds or notes to consider matters affecting their interests generally (including yours) and may permit defined majorities to bind all holders, including holders who did not attend and vote at the relevant meeting and holders who voted in a manner contrary to the majority. Further, in some cases amendments may be made to the terms and conditions of bonds or notes without the consent of any of the holders in circumstances set out in general conditions attaching to such bonds or notes. Depending upon your particular circumstances and the terms and structure of the particular product you hold, in the event of your death your heirs may have to apply to court in order to obtain probate (or recognition of a probate order) in multiple jurisdictions (including overseas jurisdictions). Some courts may apply Shariah law when determining the distribution of your estate to your heirs. Whilst we may inform you / your heirs of the applicable process we would follow in this eventuality, such processes are subject to change from time to time and may even be outside of our control. It is your responsibility, and that of your heirs, to obtain independent legal advice in this regard.

1.9 Operational Risk

Operational risk, such as breakdowns or malfunctioning of essential systems and controls, including IT systems, can impact on all financial products. Business risk, especially the risk that the business is run incompetently or poorly, could also impact on shareholders of, or investors in, such a business. Personnel and organisational changes can severely affect such risks and, in general, operational risk may not be apparent from outside the organisation.

SCHEDULE 2

TERMS AND CONDITIONS – STRUCTURED INVESTMENTS

1. GENERAL

1.1 Construction

1.1.1 This part of the General Terms and Conditions contains general information concerning each party's obligations in respect of Transactions constituting Structured Investments. This section should be read in conjunction with the relevant Product Description which contains a description of how the Structured Investment facility operates, how investment returns are calculated and associated risks.

1.2 Definitions and Interpretation

1.2.1 In this section:

- (a) "Account Manager" means the entity specified in the applicable Product Description responsible for arranging the Structured Investment on your behalf;
- (b) "Business Day" has the meaning given in the applicable Country Conditions;
- (c) "Coupon" means the applicable interest rate per annum payable on a Structured Investment as specified in the applicable Product Description;
- (d) "Early Withdrawal Date" means any date on which you withdraw your Structured Investment (either by way of removing deposit amounts from a deposit account or by redeeming a tradable security) prior to the Maturity Date;
- (e) "Issuer" means the issuer of the Structured Investment specified in the applicable Product Description;
- (f) "Maturity Date" means the maturity date as specified in the applicable Product Description;

- (g) "Start Date" means the date on which the Term commences as specified in the applicable Product Description;
- (h) "Structured Investment" means a deposit account or tradable security the value of and/or return on which is linked wholly or partly to the price or performance of one or more underlying investments, indices or other assets or rates; and
- (i) "Term" means the period commencing on the Start Date and ending on the Maturity Date.

1.3 Business Days

Subject to the applicable Product Description, should any payment, calculation or other action to be taken by the Account Manager or Bank fall on a day other than a Business Day in the applicable jurisdiction, it shall be conducted on or as appropriate with reference to, the next day that is a Business Day.

2. ACCOUNTS

2.1 Account opening

- 2.1.1 You may establish Account(s) with the Bank by completing the applicable Account Opening Form and agreeing to the terms and conditions applicable to such Account(s), which are available from the Bank and/or the Account Manager.
- 2.1.2 The Bank reserves the right at its absolute discretion to not open Account(s).
- 2.1.3 You may not transfer any rights and obligations relating to your Account(s).

2.2 Structured Investments

- 2.2.1 Investments in Structured Investments may be made in such currencies as the Account Manager may allow, with such minimum initial investment and in multiples of such minimum amounts as the Account Manager may determine from time to time.
- 2.2.2 The Account Manager reserves the right, in his absolute discretion, on or before the Start Date to refuse any investment amounts received, in whole or in part. Should the Account Manager refuse any investment amounts, you will be notified as soon as practicable. The investment amounts will be held in your Account and, where applicable, will accrue interest.
- 2.2.3 We will send you a confirmation within ten (10) Business Days of the Start Date for each investment you make in a Structured Investment.
- 2.2.4 On the Maturity Date, the Bank will transfer the value of your investment (represented by the value of your initial investment, plus any coupon) to your Account. Transfer of the value of your investment may take up to ten (10) Business Days.
- 2.2.5 Where the currency of the investment is different to the currency denomination of your Account, differences in currency exchange rates may have an adverse effect on the value of your investment.

3. STATEMENTS

- 3.1.1 Except as otherwise provided in the Product Description, you will be sent a valuation of your Structured Investment twice a year, or at another interval agreed between you and the Account Manager in writing.

4. CANCELLATION

4.1 Right to cancel

- 4.1.1 You may cancel your investment in a Structured Investment Transaction at any time prior to seven (7) Business Days prior to the applicable Start Date. In the event of such cancellation, investment funds will be remitted back into your Account.
- 4.1.2 You should be aware that you are not entitled to cancel Structured Investment Transactions after the applicable Start Date. However, you will be able to effect an Early Withdrawal in accordance with the terms and conditions set out in the relevant Product Description. Please be aware that partial withdrawal of your investment funds is not permitted.
- 4.1.3 You may affect an Early Withdrawal by given notice to the Account Manager in writing (a "Withdrawal Notice"). Upon receipt of the Withdrawal Notice, the Bank will withdraw your investment funds and transfer them, along with any accrued interest due, to your Account. Transfer of the value of your investment to your Account may take up to fifteen (15) Business Days.
- 4.1.4 Structured Investments are designed to be held to maturity. You should be aware that if you effect an Early

Withdrawal then the Account Manager will calculate the value of your investment in its absolute discretion with reference to various factors including, but not limited to:

- (a) the amount originally invested by you;
- (b) the remaining Term;
- (c) the prevailing interests rates at the time of Early Withdrawal; and
- (d) market volatility.

The effect of this calculation on your investment may be significant and is likely to result in you receiving less than the amount of investment funds originally invested.

4.1.5 Structured Investments are not suitable for Early Withdrawal. Where offered, capital protection is only applicable if the Structured Investment is held until the Maturity Date. Should you effect Early Withdrawal it is unlikely that you will receive back the full value of your original investment.

SCHEDULE 3

TERMS AND CONDITIONS – DEBT SECURITIES

1. GENERAL

1.1 Construction

1.1.1 This part of the General Terms and Conditions contains general information concerning each Party's obligations in respect of Transactions constituting dealing in Debt Securities. This section should be read in conjunction with the relevant Product Description which contains a description of the relevant Debt Securities, a description of investment returns and the risks of Debt Securities.

1.2 Definitions and interpretation

1.2.1 In this section:

- (a) "Business Day" has the meaning given in the applicable Country Conditions provided such day falls on a Monday to Friday inclusive;
- (b) "Buy Order" means the instructions given by you to the Bank to purchase Debt Securities in the form annexed to the relevant Product Description;
- (c) "Buy Price" means the price agreed between you and the Bank for the subscription of Debt Securities;
- (d) "Coupon" means in respect of Debt Securities other than sukuk the applicable interest payable on the Debt Security as described in the relevant Product Description;
- (e) "Custody Charge" means the fee applied to the custodial services provided by the Bank in accordance with the Price Tariff in effect from time to time;
- (f) "Debt Securities" means interest or noninterest-paying bonds, notes, bills, money market instruments or sukuk that are issued by governments or corporations and, when applicable, containing provisions for securities convertibility into its equity;
- (g) "Distribution" means in respect of Debt Securities in the form of sukuk the applicable periodic profit distributions payable on the sukuk as described in the relevant Product Description;
- (h) "Execution Only" means the Transactions are undertaken by the Bank on the basis of your instructions and the Bank will not advise you on the merits of a particular Transaction;
- (i) "Maturity Date" means the maturity or dissolution date as specified in the applicable Product Description;
- (j) "Maturity Payment" means the Notional amount of the relevant Debt Security payable to you on the Maturity Date and any other Coupon or Distribution payment payable;
- (k) "Notional" means the par value of the Debt Security;
- (l) "Price Tariff" means the price tariff in effect from time to time as communicated to you by the Bank;
- (m) "Securities Transfer Charge" means the fee applied to the transfer of title to Debt Securities undertaken on your behalf;
- (n) "Sell Order" means the instructions given by you to the Bank to redeem Debt Securities in the form annexed to the relevant Product Description or as available from the Bank from time to time;

- (o) "Sell Price" means the price agreed between you and the Bank for the sale by you of Debt Securities;
- (p) "Total Consideration" is the total amount payable for the purchase of Debt Securities as stated on the relevant Buy Order; and
- (q) "Transaction Fee" means the fee applied to each Buy Order and Sell Order executed by the Bank on your behalf.

1.3 Business Days

- 1.3.1 Subject to the applicable Product Description, should any payment, or calculation or other action to be taken by the Bank fall on a day other than a Business Day in the applicable jurisdiction which is a day falling on Monday to Friday inclusive, it shall be conducted on or as appropriate with reference to the next Business Day falling on Monday to Friday inclusive.

2. SERVICES

2.1 Services

- 2.1.1 The Bank may provide or arrange to provide you with:
- (a) dealing arrangements in relation to Debt Securities, including those issues or offers for sale that are underwritten, managed or Arranged by the Bank or any Associate;
 - (b) investments which are similar or related to (a);
 - (c) related custodial services; and
 - (d) any other services as may be agreed in writing between you and us from time to time.

2.2 Execution Only dealing

- 2.2.1 You acknowledge that the Bank only provides you with dealing arrangements in relation to Debt Securities on an Execution Only basis. In this regard, you acknowledge that the determination as to whether to invest in a specific Debt Security is your own.

3. DEBT SECURITIES DEALING

3.1 Purchase

- 3.1.1 You may purchase Debt Securities at the Buy Price through your Wealth Relationship Manager by completing the application form and Buy Order attached to the relevant Product Description. The Buy Order acts as your instruction to us to execute the relevant transaction.
- 3.1.2 Upon completion of the Buy Order, the Bank will undertake the relevant purchase and the Total Consideration payable will be debited from your Account.
- 3.1.3 We will send you a confirmation within five (5) Business Day for each Buy Order undertaken by us with you.

3.2 Sale

- 3.2.1 You may sell the Debt Securities at the Sell Price through your Wealth Relationship Manager by completing the Sell Order attached to the relevant Product Description or otherwise available from the Bank. The Sell Order acts as your instructions to us to execute the sale.
- 3.2.2 Upon completion of the Sell Order, the Bank will undertake the relevant sale and the sale proceeds will be credited to your Account.
- 3.2.3 We will send you a confirmation within five (5) Business Days for each Sell Order undertaken by us with you.

3.3 Execution

- 3.3.1 We shall use our reasonable endeavours to execute any instruction promptly, but in accepting your instructions we do not represent or warrant that it will be possible to execute such instructions or that execution will be possible according to your instructions. If we encounter any material difficulty relevant to the proper carrying out of an instruction on your behalf we shall notify you promptly.

4. COUPONS OR DISTRIBUTIONS AND MATURITY PAYMENTS

4.1 Coupons or Distributions

- 4.1.1 As and when Coupons or Distributions are received by us by the Issuer we hold on your behalf, the amount of the Coupon or Distribution will be credited to your Account within ten (10) Business Days of the relevant Coupon or Distribution being received by us.

4.2 Maturity Payments

- 4.2.1 On the Maturity Date of a Debt Security, the Notional amount will be credited to your Account within ten (10) Business Days of the Maturity Date.

5. FEES, COMMISSION AND OTHER CHARGES

5.1 Fees and Commission

- 5.1.1 Unless provided otherwise in the relevant Product Description, Debt Securities are bought at an amount inclusive of commission.
- 5.1.2 In addition, a Transaction Fee will be applied to every dealing in Debt Securities in accordance with the Price Tariff in effect from time to time for each Transaction undertaken.

5.2 Custody Charges

- 5.2.1 Where the Bank provides custodial services to you in respect of Debt Securities, a Custody Charge will be applied in accordance with the Price Tariff in effect from time to time. In addition a custodian Securities Transfer Charge will be applied.

5.3 Foreign Exchange

- 5.3.1 Where the consideration for a Buy Order, or payments on a Debt Security (including Coupon or Distribution payments and Maturity Payments) are made in a currency different to the base currency of your Account, the Bank's standard terms in respect of currency exchange shall apply. You acknowledge that such payments carry exchange rate risk.

5.4 Payment of Charges

- 5.4.1 Applicable fees and charges will be aggregated and debited from your Account on the first Business Day of each month.

SCHEDULE 4

TERMS AND CONDITIONS – INVESTMENT FUNDS

1. GENERAL

1.1 Construction

- 1.1.1 This section of the General Terms and Conditions contains general information concerning each party's obligations in respect of Transactions concerning Investment Funds. This section should be read in conjunction with the relevant Product Description which contains a description of how the Investment Fund is structured, its investment parameters and restrictions, terms and conditions regarding subscriptions, switching and redeeming Units in Investment Funds and associated risks of investing in Investment Funds.

1.2 Definitions and Interpretation

- 1.2.1 In this section:
- (a) "Account(s)" means account(s) operated by the Bank and held in your name;
 - (b) "Business Day" has the meaning given in the applicable Country Conditions;
 - (c) "Investment Fund" means an arrangement having the following characteristics: (i) the contributions of investors and the profits and income out of which payments are to be made are pooled and/or the property is managed as a whole by or on behalf of a fund manager;
 - (d) "Net Asset Value" means the value of the Investment Fund's assets minus its liabilities;
 - (e) "Nominee" means a person or entity who is acting as the nominee holder or the legal holder of Unit(s) in Investment Funds or title to the Unit(s) in Investment Funds held on behalf of you or the Bank;
 - (f) "Price Tariff" means the price tariff in effect from time to time as communicated to you by the Bank;
 - (g) "Redemption" means a Transaction whereby Unit(s) of an Investment Fund are sold by you;
 - (h) "Subscription" means a Transaction whereby Unit(s) of an Investment Fund are purchased by you using the prescribed Application Forms;
 - (i) "Switch" means related Transactions whereby Unit(s) held in an Investment Fund are sold and Unit(s) of equivalent and corresponding value are purchased in a different Investment Fund. In most cases the Unit(s) subject to a Switch will be managed by the same Fund Manager;
 - (j) "Unit(s)" means units, shares or other interests as the case may be held in an Investment Fund consisting of one undivided share in the Net Asset Value of an Investment Fund;

1.3 Business Days

- 1.3.1 Subject to the applicable Product Description, should any payment, calculation or other action to be taken by the Investment Fund or the Bank fall on a day other than a Business Day in the applicable jurisdiction, it shall be conducted on or as appropriate with reference to, the next day that is a Business Day.

2. ACCOUNTS

2.1 Account opening

- 2.1.1 You may establish Account(s) with the Bank by completing the applicable Account Opening Form and agreeing to the terms and conditions applicable to such Account(s), which are available from the Bank.
- 2.1.2 The Bank reserves the right at its absolute discretion to not open Account(s).
- 2.1.3 You may not transfer any rights and obligations relating to your Account(s).

3. INVESTMENT FUNDS

3.1 Subscriptions

- 3.1.1 You may instruct the Bank at any time to undertake a Subscription. The Bank will effect a Subscription Transaction as soon as practicable after receiving your Instructions on the basis that they are in good order.
- 3.1.2 Subscriptions in Investment Funds may be made in such currencies as the Bank may allow, with such minimum initial investment and in multiples of such minimum amounts as the Bank may determine from time to time.
- 3.1.3 The Bank may reduce or waive the minimum Subscription amount.
- 3.1.4 When we place a Subscription with the Investment Fund manager, the impact of rounding may mean that the amount arrived at by multiplying the price of a Unit by the number of Units bought or sold, as applicable, may not be identical to the total amount of your Subscription. However, the amount paid to the Investment Fund manager or the amount received by way of sales proceeds, as applicable, will always be the amount of the Subscription.
- 3.1.5 The Bank reserves the right, in its absolute discretion, to refuse any Subscription application. Should the Bank refuse any Subscription, you will be notified as soon as practicable.

3.2 Switches

- 3.2.1 You may instruct the Bank at any time to sell Unit(s) and to reinvest the proceeds in other Unit(s). The Bank will effect a Switch Transaction as soon as practicable after receiving your Instructions on the basis that they are in good order.
- 3.2.2 The Bank will not complete a Switch Transaction concerning Unit(s) in respect of which a previous instruction has been made by you and which has not been effected.
- 3.2.3 The Bank reserves the right to charge a fee for Switch Transactions.

3.3 Redemptions

- 3.3.1 You may instruct the Bank at any time to undertake a Redemption. The Bank will effect a Redemption Transaction as soon as practicable after receiving your Instructions on the basis that they are in good order.
- 3.3.2 The Bank will not complete a Redemption Transaction concerning Unit(s) in respect of which a previous instruction has been made by you and which has not been effected.
- 3.3.3 Proceeds from a Redemption Transaction will be paid into your Account. The Bank will use the most up to date Account details provided by you and the Bank will not be liable for any delays, losses or costs incurred as a result of incorrect Account details or your failure to notify us of changes to Account details.
- 3.3.4 The Bank may deduct any charges or other amounts due to it, any tax liabilities and any additional expenses incurred in effecting a redemption Transaction.

3.4 Default of Fund Manager

- 3.4.1 The Bank will credit and debit Units on the intended settlement date. You acknowledge and agree that in the event that Units are not received by the Bank within 30 days of the intended settlement date or the Fund Managers defaults on any payment or delivery of Units:
- (a) the Bank may at its discretion, debit from your Account an amount of Units equal to the amount of Units credited to such account on the intended settlement date but which has not been received by the Bank; and
 - (b) that you shall not effect or purport to effect any sale of such Units save with the prior written agreement of the Bank and in respect of any monies credited to your Account on the intended settlement date you agree that, where the Fund Manager is in default of any corresponding

payment obligation to the Bank and in the event that 90 days after the intended settlement date, to the extent that the Bank has not received any such corresponding payment of monies, you shall repay to the Bank an amount equal to any shortfall between such payment of such corresponding monies by the Fund Manager and the amount credited to your Account on the intended settlement date.

- 3.4.2 You acknowledge that the Bank shall have no responsibility or liability in respect of any act or omission of any Fund Manager or administrator of any Fund and you agree to hold the Bank and its Associates harmless in respect of any such act or omission.

4. STATEMENTS

4.1 Confirmation

- 4.1.1 We will send you a confirmation within five (5) Business Days for each investment you make in Unit(s) of Investment Funds.

4.2 Valuations

- 4.2.1 You will be sent a valuation of your Unit(s) held in Investment Funds twice a year, or at another interval agreed between you and the Bank in writing.

5. FEES, COMMISSION AND OTHER CHARGES

5.1 Fees and Commission

- 5.1.1 In providing our Services to you under these General Terms and Conditions and this Schedule 4, the Bank may pay or receive fees, commissions, or non-monetary benefits to or from the Bank's Associates or third parties.
- 5.1.2 Charges as they apply to individual Investment Funds are set out in the relevant Product Description, including initial charges for Subscription Transactions.
- 5.1.3 If you undertake a Switching Transaction, you may pay a Switching charge in accordance with the Price Tariff in effect from time to time; however, in some cases the normal initial charge for Subscription Transactions in the relevant Unit(s) may apply.
- 5.1.4 Holdings in Unit(s) in Investment Funds are also subject to management fees, charges and expenses and these are set out in the relevant Product Description.

5.2 Custody and Nominee Charges

- 5.2.1 Where the Bank provides, or arranges the provision of, Custody and/or Nominee services in respect of Unit(s) in Investment Funds, charges may be applied in accordance with the Price Tariff in effect from time to time. In addition, a custodian or nominee Securities Transfer Charge may be applied.
- 5.3 Foreign Exchange
- 5.3.1 Where the consideration of the Subscription application, or payments on Unit(s) in an Investment Fund are made in a currency different to the base currency of your Account, the Bank's standard terms in respect of currency exchange shall apply. You acknowledge that such payments carry exchange rate risk.
- 5.3.2 Where the currency of the Unit(s) is different to the currency denomination of your Account, differences in currency exchange rates may have an adverse effect on the value of your investment.

SCHEDULE 5

TERMS AND CONDITIONS – INSURANCE PRODUCTS

1. GENERAL

1.1 Construction

- 1.1.1 This part of the General Terms and Conditions contains general information concerning each party's obligations in respect of Transactions constituting Insurance Intermediation. This section should be read in conjunction with the relevant third party Insurance product documentation, the Policy and its terms and conditions which provides the full details of your Insurance Product and terms of cover.

1.2 Definition and interpretation

- 1.2.1 In this section:
- (a) "Insurance Intermediation" has the meaning given to it in Section 2;
 - (b) "Insurance Policy" means policies of insurance underwritten by third party insurers for the Bank's customers, including any associated terms and conditions applicable to the policies; and

- (c) "Premium" means the payment required periodically by a third party insurer to provide coverage under a given Insurance Policy for a defined period of time.
- (d) "Insurance Product" means any third party product that has an insurance benefit, a life insurance product or any product provided by an insurance company.

2. SERVICES

2.1 Insurance Intermediation

2.1.1 The Bank will provide Insurance Intermediation services, meaning:

- (a) advising on Insurance Products of third party insurers;
- (b) acting as agent for you in relation to the buying and selling of Insurance Products from third party insurers;
- (c) making arrangements with a view for you, either as principal or agent, buying or selling Insurance Products from third party insurers.

2.1.2 The Bank is not an insurer and does not directly provide Insurance Products to its customers. The Bank acts solely in the capacity of an intermediary acting on behalf of, and as intermediary for, you in respect of third party insurers.

2.2 The Bank's limitations

2.2.1 The Bank, acting as intermediary, is not empowered to and neither does nor purports to:

- (a) effect Insurance Policies on behalf of third party insurers and you acknowledge that Insurance Policies will only be effective upon issue by the relevant third party insurer(s);
- (b) alter, modify, waive or change in any way whatsoever the terms, rates of premium or conditions of the Insurance Policies;
- (c) provide cover on behalf of any third party insurer or otherwise incur any liability on behalf of any third party insurer or bind any third party insurer by any statement written or oral and accordingly the relevant third party insurer shall not be obliged to accept any proposal for insurance or renewal of any existing policy;
- (d) negotiate the settlement of any claim under an Insurance Policy nor admit liability nor agree quantum on behalf of any third party insurer in relation to any such claim.

2.2.2 All prices quoted by the Bank are the prices quoted by the third party insurance provider and subject to the acceptance of the relevant third party insurer, unless otherwise stated.

2.3 Suitability

2.3.1 The Bank shall provide you with relevant information of the Insurance Products available from select third party insurers. However, you are ultimately responsible for ensuring the Insurance Products are suitable for your needs.

2.3.2 The Bank assesses third party insurers using publicly available information, including that made available by reputable credit rating agencies. The Bank does not guarantee or otherwise warrant the solvency of any third party insurer. You are responsible for determining the suitability of any insurer.

2.4 Information requirements

2.4.1 For certain classes of insurance, you may be required to complete a proposal form, questionnaire or similar document. Your Wealth Relationship Manager may provide guidance with the completion of such documents; however, it is your responsibility to complete the document. The information you provide may form the basis of or form part of the Insurance Policy and it is your responsibility to ensure the information provided is correct and complete.

2.4.2 You have a duty of disclosure when contracting for Insurance Products. This means it is your responsibility to provide the Bank and/or the relevant third party insurer with all relevant information material to your requirements. Information will be considered material if it could influence:

- (a) the insurer in providing Insurance Products;
- (b) the terms and conditions attaching to Insurance Products; and/or
- (c) the Premium payable on any Insurance Products.

2.4.3 The duty of disclosure applies:

- (a) prior to the commencement of any Insurance Products, when all relevant information material to your requirements must be disclosed to the Bank and/or the relevant third party insurer;
- (b) after you have been provided a quotation for Insurance Products but prior to entering into an Insurance contract, when any material changes to relevant information must be disclosed to the Bank and/or the relevant third party insurer; and

(c) when the Insurance Policy is varied, renewed or extended, when any material changes to relevant information must be disclosed to the Bank and/or the relevant third party insurer.

2.4.4 The Bank shall not be responsible and shall not be held liable for any delay or failure by you to provide information.

2.4.5 The provision of incorrect or incomplete information may result in rejection of a claim or the Insurance Policy being declared void by the Insurance company.

2.5 Third party Insurance Policy

2.5.1 The Bank shall use all reasonable endeavours to ensure that your Insurance Policy, issued by a third party insurer, is forwarded to you in a timely manner at the address provided to the Bank from time to time. The Bank shall not be responsible and shall not be held liable for any delay in providing your Insurance Policy where the Bank holds incorrect details or otherwise in circumstances outside the Bank's control.

2.5.2 Your Insurance Policy shall, at a minimum, provide details of your insurance products, the relevant third-party insurer, the Premium payable, the renewal dates and the applicable terms and conditions.

3. YOUR ACCOUNT

3.1 Premium payments

3.1.1 Where you instruct the Bank to make Premium payments to the relevant third party insurer pursuant to an Insurance Policy, you shall provide settlement with cleared funds of all monies due in time for the Bank to make payment in accordance with the payment date(s) specified in the Bank's debit note/standing instruction form.

3.1.2 The Bank shall be under no obligation to make Premium payments to the relevant third party insurer on your behalf if it has not received the necessary cleared funds.

3.1.3 Failure to pay Premiums as they fall due may result in your Insurance Policy being cancelled.

4. FEES, COMMISSIONS AND OTHER CHARGES

4.1.1 In providing our Services to you under these General Terms and Conditions and this Schedule 5, the Bank may pay or receive fees, commissions, or non-monetary benefits to or from the Bank's Associates or third parties.

4.1.2 Charges as they apply to the Insurance Products are set out in the relevant Insurance Products literature of the Insurance companies.

SCHEDULE 6

SERVICES PROVIDED BY PERSHING (CHANNEL ISLANDS) LIMITED AND PERSHING SECURITIES LIMITED

1. GENERAL

1.1 Construction

1.1.1 This section should be read in conjunction with the relevant Investment Schedule which contains general information concerning each party's obligations in respect of specific Transactions in Investments.

1.2 Definitions and Interpretation

1.2.1 In this section:

(a) "Account" means an account comprising a cash account and a securities account opened on the books of the Services provider in your name;

(b) "Clearing and Settlement Services" means the process by which, once an Investment has been bought or sold on your behalf, the money is transferred between buyer and seller and the Investments or the title to the Investments is transferred from seller to buyer;

(c) "Custody and Nominee Services" means the safekeeping and administration of your Investments held in your name or the name of a Nominee;

(d) "Dealing or Execution Services" means the buying and selling of Investments and foreign exchange Transactions in connection with Dealing or Execution Services;

- (e) "Eligible Custodian" means a third party custodian (or its nominee company) who PCI selects under the rules of the JFSC to register your investments with;
- (f) "FSA" means the UK Financial Services Authority or any successor organisation;
- (g) "JFSC" means the Jersey Financial Services Commission; and
- (h) "Services" means the Clearing and Settlement Services, the Custody and Nominee Services, the Dealing or Execution Services and any other services notified to you from time to time.

2. SERVICES

2.1 Services provided by Pershing

- 2.1.1 The Bank has entered into a client agreement with Pershing (Channel Islands) Limited ("PCI") and Pershing Securities Limited ("PSL") pursuant to which PCI, PSL and any of its group companies may provide the Services to us and our clients.
- 2.1.2 **PCI is a company registered in Jersey, company number 107773. Its registered office is at Floor One, Liberation Station, St Helier, Jersey JE2 3AS. PCI is regulated by the Jersey Financial Services Commission for the conduct of Investment Business.**
- 2.1.3 PSL is a company registered in England and Wales, company number 02474912. Its registered office is at Capstan House, One Clove Crescent, East India Dock, London E14 2BH. PSL is regulated by the UK Financial Services Authority and is a member of the London Stock Exchange.
- 2.1.4 You hereby agree to PCI and its associated group companies providing Services to us. In particular PCI has appointed PSL to provide Dealing or Execution Services and such other services as the Bank may agree. References to the rights and liabilities of PCI shall apply also to PSL with respect to the Services provided by PSL under these General Terms and Conditions and this Schedule. You authorise us to act as your agent and intermediary in engaging PCI and its associated group companies to provide Services and in providing instructions to PCI and its associated group companies on your behalf.
- 2.1.5 You hereby agree that:
 - (a) accepting these terms means that there is a contract between you and us and also between you and PCI in relation to the Services provided by PCI;
 - (b) we may give instructions to PCI on your behalf as allowed by the General Terms and Conditions and this Schedule and may provide information about you to PCI. When PCI receives such instructions or information from us, PCI is entitled to rely on them without making any further checks or enquiries; and
 - (c) PCI is authorised to hold cash and investments on your behalf and can transfer such cash or investments from your account to meet your settlement or other obligations to PCI.
- 2.1.6 PCI may delegate all or any of its obligations in providing Services.
- 2.1.7 Where PCI, or any of its associated group companies are appointed to provide the Services they will do so on the basis of Clauses 5, 6, 7, 9 and 10 of the General Terms and Conditions, in addition to the provisions of this Schedule. Any references to 'we/us or the Bank' in these Clauses shall include PCI and any of its associated group companies. For the avoidance of doubt PCI and any of its associated group companies shall be entitled to exercise the rights directly against you in relation to your non-payment or delivery.
- 2.1.8 To the extent that there is a conflict between the General Terms and Conditions and this Schedule, the provisions in this Schedule shall prevail in relation to the provision of the Services by PCI and any of its associated group companies.

2.2 Accounts

- 2.2.1 **Where PCI and its associated group companies provides Services in relation to you, PCI shall open an Account(s) in its books in your name. The Account will be opened in accordance with the Financial Services (Investment Business (Client Assets)) (Jersey) Order 2001.**
- 2.2.2 PCI reserves the right at its absolute discretion to not open Account(s) or to close Account(s) and/or stop providing Services.
- 2.2.3 Account(s) shall not be opened for US Persons. Where you subsequently become a US Person, you will be transferred or delivered all or any of the monies and securities transferred to PCI and its associated group companies.

2.3 Instructions

- 2.3.1 PCI will only accept instructions from the Bank and not directly from you. You acknowledge that PCI shall not act on instructions unless and until the instruction is actually received by PCI.
- 2.3.2 You hereby authorise the Bank to provide your instructions to PCI and its associated group companies and consent to the Bank providing PCI and its associated group companies with all relevant information and

documentation in order for PCI and its associated group companies to effectively provide Services to us on your behalf.

- 2.3.3 Where PCI and its associated group companies provides Services in relation to you, you acknowledge that they do so relying solely on the basis of the instructions, information and documentation that the Bank provides and are limited in their responsibility to executing said instructions.
- 2.3.4 PCI and its associated group companies may rely on and act upon any instructions which PCI and its associated group companies, acting in good faith believe were given by the Bank or one of our associated group companies on your behalf. Such instructions may only be revoked or modified with reasonable written notice enabling PCI or its associated group companies sufficient time to prevent the processing of the relevant instruction. PCI and its associated group companies may approach the Bank for further instructions relating to your instructions, and is permitted to take appropriate action in circumstances where the Bank does not respond within a reasonable time. You agree that PCI and its associated group companies will not be held liable for any action or inaction taken in such circumstances.
- 2.3.5 There may be circumstances where PCI refuses to accept any order or other instruction for your account.

2.4 Order Execution

- 2.4.1 The Bank may sometimes agree with PCI or its associated group companies that PCI or its associated group companies shall be responsible for the execution of Transactions on your behalf. You hereby authorise the Bank to instruct PCI or its Associates to execute Transactions.
- 2.4.2 You acknowledge that in such circumstances PCI or its associated group companies shall consider the Bank its client for the purposes of Applicable Regulation.
- 2.4.3 All Transactions executed by PSL shall be executed and settled in accordance with applicable rules of the FSA and subject to the rules of the relevant Market.
- 2.4.4 You acknowledge that PSL may aggregate orders. Aggregation of orders may operate on some occasions to your advantage and on some occasions to your disadvantage.
- 2.4.5 PSL will treat the instructions we give them as binding on you. Any express instruction from us to PSL on your behalf concerning order execution will not be subject to PSL's order execution policy and will remain binding on you.
- 2.4.6 You acknowledge that where PCI receives investments for the Account of one or more clients, PCI may allocate such investments between clients on whatever basis it considers reasonable.

2.5 Custody

- 2.5.1 The Bank may appoint PCI to provide Custody and Nominee Services on your behalf.
- 2.5.2 Registered Securities in your Account may be registered in your name or in the name of a Nominee company or custodian selected by PCI.
- 2.5.3 PCI may use the services of any Eligible Third Party to provide Custody and Nominee Services on your behalf provided that any such person or entity qualifies as a custodian. PCI may also appoint sub-custodians (including sub custodians overseas).
- 2.5.4 PCI may use any intermediate brokers or settlement agents or an Eligible Third Party and pass money or investments held for your Account to such broker or settlement agent.
- 2.5.5 PCI will inform us of any Corporate Actions that affect or relate to investments held on your behalf by PCI or an Eligible Custodian. It will do so as soon as reasonably practicable after receiving notice of those events. We will, in turn, inform you as set out in Clause 10.6 of the General Terms and Conditions.

2.6 Client money

- 2.6.1 **Money held by PCI will be held in compliance with the Financial Services (Investment Business (Client Assets)) (Jersey) Order 2001. This means, that PCI will hold your money in a special designated client bank account which is separate from PCI's own funds.**
- 2.6.2 PCI will exercise due skill, care and diligence and will periodically review the adequacy and appropriateness of any bank or credit institution where your money is deposited and of the arrangements for holding your money. PCI is not responsible for any acts, omissions or default of a credit institution or bank chosen by it but only for taking care in its choice and monitoring.
- 2.6.3 Your money may be pooled with money belonging to other clients of PCI. Where funds are pooled in this way, you will not have a claim for the specific sum in a specific account. Your claim would be against the client money pool in general and if there is a deficiency in the pool you would share pro rata in that loss.
- 2.6.4 Money may earn interest at a rate determined by PCI and us, and will be as notified by us to you from time to time. Any interest will be calculated on a daily basis and credited to your account every six months. PCI may

decide not to credit to your account such amount of the interest until it reaches a minimum threshold amount as agreed between us and PCI.

- 2.6.5 If any of your money held by PCI is unclaimed after a period of six years, PCI may cease to treat that money as client money and may include it as part of its own assets. PCI will only do this after it has taken reasonable steps to trace you and return any balance to you. If you then later show a valid claim for the money to PCI, it may then pay you any amount owed to you.
- 2.6.6 PCI may use a bank which is affiliated to PCI to hold client money on your behalf.
- 2.6.7 PCI may place client money in a client bank account outside Jersey. In such circumstances, the legal and regulatory regime applying to the approved bank with which such money is held will be different from that of Jersey and, in the event of a default of the approved bank, such money may be treated differently from the position that would apply if the money was held by an approved bank in Jersey.

2.7 Safe Custody Statement

- 2.7.1 PCI will provide you with a safe custody statement in accordance with Applicable Regulation of all Custody Assets monies held for you, reported on a settlement date basis.

3. CONFLICTS OF INTEREST

- 3.1 PCI, its associated group companies or nominees may provide Services or enter Transactions under these terms in circumstances in which PCI or its associated group companies have a material interest. This interest could be direct or indirect and PCI or associated group companies could also have a relationship with someone else, which may involve a conflict of interest or potential conflict of interest with you.
- 3.2 A summary of PCI's conflicts policy (including further disclosure concerning the payments PCI may receive from fund managers) is published on PCI's website at www.pershing.co.uk under the heading of "compliance disclosures" (a hard copy is available on request from us).
- 3.3 You acknowledge that neither PCI nor any of its associated group companies is required to disclose or account to you for any profit made as a result of acting in any manner described above.

4. COMPLAINTS

- 4.1 Should you have cause to complain about any aspect of the Services provided, in the first instance, please contact your Wealth Relationship Manager. If however, your complaint concerns an aspect of the service provided to you by PCI and you wish to copy your complaint to PCI directly copies should be sent to:

Pershing (Channel Islands) Limited
Floor One, Liberation Station
St Helier
Jersey JE2 3AS
Attention: the Compliance Officer

- 4.2 Where you make a complaint both we and PCI will endeavour to resolve your complaint as quickly as possible but in any event we will acknowledge receipt of your letter within five business days. The acknowledgement sent will include a full copy of our or PCI's internal complaints handling procedure. Upon resolution of your complaint we or PCI will send you a final response letter, which sets out the nature of our response of any proposed resolution, and any appropriate remedy. If for any reason you are not satisfied with our or PCI's final response please note that you may be entitled to refer your complaint to the JFSC. A leaflet detailing the procedure is provided in our or PCI's final response.

5. GOVERNING LAW

- 5.1 The provisions of this Schedule and, where appropriate, the General Terms and Conditions (insofar as they apply to PCI's provision of the Services) shall be governed by English law.

United Arab Emirates

1. REGULATORY STATUS

1.1 Regulatory status

- 1.1.1 HSBC Bank Middle East Limited U.A.E Branch, PO Box 66, Dubai, U.A.E is regulated by the Central Bank of the U.A.E and lead regulated by the Dubai Financial Services Authority. It is licensed by the Central Bank of the UAE to operate as a Commercial Bank with Commercial License number: 208172.

2. GENERAL

2.1 Definitions and Interpretation

- 2.1.1 These UAE country conditions ("**Country Conditions**") set out specific terms applying to services provided and Transactions entered into with UAE Persons.
- 2.1.2 These Country Conditions should be read with the General Terms and Conditions and Related Documentation.
- 2.1.3 In the event of discrepancy between these Country Conditions and other documents comprising the General Terms and Conditions, these Country Conditions will take precedence when dealing with UAE Persons.
- 2.1.4 In these Country Conditions, unless the context otherwise requires, the following definitions shall apply:
- (a) "**Business Day**" means a day upon which banks are open for business in UAE; and
 - (b) "**UAE Person**" means a UAE national, UAE corporate entities, branches of foreign corporate entities in UAE and persons having UAE residency.

3. PERSONAL INFORMATION

3.1 Confidentiality

- 3.1.1 You consent to us using your personal information in the manner and circumstances provided for in paragraphs 3 (Personal Information) and 8.2 (Regulated Reporting) of the General Terms and Conditions.

4. GOVERNING LAW AND JURISDICTION

4.1 Governing Law and Jurisdiction

- 4.1.1 The General Terms and Conditions and Related Documentation and all non-contractual obligations and other matters arising from them or in connection with them shall be governed by and construed in accordance with the laws of the UAE and any local applicable Emirate laws.
- 4.1.2 You irrevocably:
- (a) agree for our benefit that the non-DIFC courts of the UAE shall have jurisdiction to settle any suit, action or other proceedings relating to the Agreement ("**Proceedings**") and irrevocably submits to the jurisdiction of such courts provided that this shall not prevent us from bringing action in the courts of any other jurisdiction; and
 - (b) waive any objection which you may have at any time to the laying of venue of any Proceedings brought in any such court and agrees not to claim that such Proceedings have been brought in an inconvenient forum or that such court does not have jurisdiction over it.

4.2 Waiver of immunity

Each party acknowledges that nothing in the UAE Federal Law No. 11 of 1992 (the "**Civil Procedures Law**") shall prevent the other party from attaching any assets held by it or from executing any judgement against it. Each party confirms that none of its assets constitute public or private property aimed by the State or by one of the Emirates within the meaning of Article 247 of the Civil Procedures Law, and agrees that it will not seek to rely on Article 247 of the Civil Procedures Law or any similar provision in any proceedings by or on behalf of the other party.