Wealth Management Services Agreement

The Wealth Management Services Agreement ("**Agreement**") of HSBC Bank (Vietnam) Ltd. ("**Bank**") applies to Wealth Management Services provided by the Bank.

A. Terms and Conditions

1. Scopes of Services

- a) Bank provides you wealth management services, including but not limited to financial planning services, services in regard to investment and wealth insurance products ("Service"), whereby, based on the information provided by you, Bank will recommend you suitable investment and wealth insurance products ("Product") which are provided by the third party ("Third Party").
- b) Relationship Manager ("RM"), who is a Bank's staff, will assist you in sales execution process for Product purchase, including but not limited to explain product features, benefits, risks, fees and charges, Terms and Conditions and provide relevant documents; or refer you to meet product specialist who is assigned by the Third Party ("Product Specialist"), subject to your selected Product. Product Specialist will assist you in sales execution process for Product purchase/subscription.
- c) Bank does not distribute, sell investment products and not provide a portfolio management service or an ongoing portfolio monitoring service.
- d) Product is not available for US Citizen/Resident or US Green Card holder who is ordinarily resident in the US. You have the obligation to notify Bank's staff and perform data maintenance only if you become US Citizen/Resident or US Green Card holder who is ordinarily resident in the US.
- e) Once you become US Citizen/Resident or US Green Card holder who is ordinarily resident in the US, the following terms will be applied:
 - Regarding insurance product, you can only perform regular premium payment for your insurance product that you have previously. You can still use your Bank's current/saving account or Bank's credit card as your auto-debit insurance regular premium payment.
- f) Insurance product is not available for Japan Citizen/Resident or customer with correspondence address in Japan. You have the obligation to notify Bank's staff and perform data maintenance only if you become Japan Citizen/Resident or has correspondence address in Japan.
- g) Once you become Japan Citizen/Resident or have Japan correspondence address, you can only perform regular premium payment for my/our insurance product that You have previously. You can still use your Bank's current/saving account or Bank's credit card as your auto-debit insurance regular premium payment.
- h) Bank at all times endeavor to offer range of products that suitable for you based on the information provided by you. Decision to subscribe/purchase specific product will be your decision. Any information that you provide to us will be kept confidentially and will only be used based on the terms and condition applied.
- i) Bank will assist you in assessing your risk profile, and under certain condition in accordance to Bank's discretion, Bank will also assist you in assessing your investment needs and goal, financial needs, financial conditions and your other preferences so that the information can be used by you to identify and decide the Product that suitable to your needs.
- j) You will update your risk profile after the expiration of the risk profile. You could update your risk profile whenever there is any change in relation to your risk profile.
- k) Bank will provide product's literatures for you to understand type of products, benefits, risks, characteristics, and other information about Product that are available for your consideration and purchase/subscription, published by Bank or Third Party.

2. Other terms

a) In the event of any change to the regulations, laws or directives of any governmental authority relating to this Agreement, Bank shall have the sole right to change, cancel or amend the Agreement to align the provisions of the law. Bank may notify customer of such amendment, supplementary and/or

- cancellation by such means as Bank deems appropriate.
- b) Bank may at any time amend, supplement and/or delete this Agreement and send you a notification of such changes by 7 (seven) working days, at the latest, before the effectiveness of the amendment, addition in and/or deletion by ways that deemed appropriate by Bank.
- c) Your continued use of Service or the signing of relevant documents with the Third Party is the basis for confirming your acceptance of the entire content of the amendments, supplementary and/or void the Bank in respect of this Agreement.
- d) You should read and understand the declaration/application form and other documents and literatures of Products, including but not limited to product feature document, prospectus, factsheet, and other documents related to subscription/purchase, any documents in appropriate with Product (hereinafter referred to as "Product Documents") that are issued by Bank and/or by Third Party, and you undertake to observe and be bound by Terms and Conditions and Product Documents contained therein which may, at any time be amended, with prior notice of the changes to customer by ways that deemed appropriate by Bank or Third Party.
- e) Transactions relating to foreign indirect investment activities in Vietnam of foreign investors, who are non-residents, must be conducted through 01 (one) indirectly-invested capital account opened at 01 (one) licensed bank.
- f) In regards to the funds of respective Product, the subscription, top up, switching, and/or redemption transactions subject to fee imposed by Third Party. The fee approach could be either front-end load or backend load. There would be potentially a limited number of switching options across funds offered by Third Party given a fund would be not available post your purchase/subscription.
- g) Bank shall not be responsible or shall not be liable for any failure or delay in the performance of its obligations under Product Documents and/or this Agreement arising out of or caused directly or indirectly by circumstances beyond its reasonable control including, without limitation, acts of God, earthquakes, fires, floods, wars, civil or military disturbances, sabotage, terrorism, epidemics, riots, interruptions, loss or malfunctions of utilities, computer (hardware or software) or communications service, accidents, labor disputes, acts of civil or military authority or governmental actions and other force majeure events as prescribed by law.
- h) For providing Services to you as mentioned in this Agreement, you authorize Bank (whenever necessary) to take any and all necessary actions or refrain from acting (i) in accordance with the prevailing market practice of Product and or (ii) to comply with any provision of laws, regulations, orders, directive, notice or request of regulators.
- i) Unless otherwise provided here in in this Agreement, the rendering of the Bank's Services as contemplated in this Agreement shall also be subject to any and all provisions stipulated in General Terms and Conditions with apply in Bank from time to time, where it has been determined that these general Terms and Conditions also govern every and all relations and transaction between Bank and its customers.
- j) Any dispute arising in connection with this Terms and Conditions shall be settled by competent courts of Vietnam.
- k) This Agreement is made into Vietnamese and English. In case of any discrepancies between the English and Vietnamese versions, the Vietnamese version shall prevail.



Customer Acknowledgement Of Wealth Management Services Agreement

The Wealth Management Services Agreement ("**Agreement**") of HSBC Bank (Vietnam) Ltd. ("**Bank**", "**HSBC**") applies to Wealth Management Services provided by the Bank.

When the customer signs this Agreement, customer accepts and is bound by this Agreement and the relevant terms and conditions of Bank.

- 1. I/We have read and agreed to be bound to this Agreement.
- 2. I/We acknowledge that the decision to subscribe/purchase Product is based on my/our own judgment without relying on any advice, suggestion, and direction given by the Bank or RM.
- 3. I/We understand that all Product are issued by and are a pure product of the Third party, complaint in relating Product will be handled by Third Party. I/we will not hold Bank responsible from all liability, loss or damage in connection therewith.
- 4. I/We agree and acknowledge that:
 - a) The Bank will provide my information including but not limited to my full name, national identification number, telephone number, email address, risk profile and my selected Product related information to Product specialist who is responsible to assist me/us in sales execution process for Product purchase/subscription.
 - b) All signed documents in regard to my/our selected Products received by Bank shall be delivered to the respective Third party for Product purchase/subscription.
- 5. I/We understand that my/our subscription/purchase will not be carried out until the required fund/premium has been received by Third party and in the event that Third party refuses to accept my subscription/purchase, any fund/premium paid should be refunded to my/our account specified by me/us in the application/subscription form related to my/our subscription/purchase in Product, without any accrued interest.
- 6. I/We acknowledge and confirm that I have read and understood HSBC Privacy Notice published at https://www.hsbc.com.vn/en-vn/privacy-and-security/. I/We hereby give my explicit, voluntary, affirmative, unconditional consent for HSBC to process my Personal Data in accordance with the contents of HSBC Privacy Notice.
- 7. I/We confirm, represent, and warrant that (i) every person whose Personal Data that I (or anyone on my/our behalf) has provided or will from time to time provide to HSBC or a member of the HSBC Group (my "Connected Persons") has been notified of HSBC Privacy Notice; (ii) they have given their explicit, voluntary, affirmative, unconditional consent for HSBC to process their Personal Data in accordance with the contents of HSBC Privacy Notice; and (iii) I am authorized to disclose their Personal Data to HSBC and/or members of the HSBC Group can process the same. At the same time, I/We have advised them of their various rights with respect to their Personal Data in accordance with the contents of HSBC Privacy Notice and in compliance with applicable laws of Vietnam. I/We, with this, undertake to verify the accuracy and completeness of the Personal Data provided to HSBC.
- 8. I/We acknowledge and understand that in case of any change to my/our given consent, I/we will request in writing using the prescribed form available at HSBC branches or other channels provided in HSBC Privacy Notice. I/We understand that if I change my consent for any purpose and depending on the nature of my/our request, HSBC may not be able to continue to provide Products and/or Services to me/us.

Signature of Customer 1	Signature of Customer 2
Full Name	Full Name
Full Name	Full Name
Date	Date