## Conditions for Investment Fund Savings Plan

The following terms and conditions apply to Wing Lung Bank Ltd Investment Fund Savings Plan (**Plan**). Please read them carefully, particularly Conditions 9, 13, 14 and 15 and risk disclosure statement at the end.

In these Conditions, "we", "us" and "our" refer to Wing Lung Bank Ltd. "You" and "your" refer to the Applicant. The singular includes the plural and vice versa unless the context otherwise requires. Terms used bear the meaning ascribed to them in the Application Form.

To the extent applicable, the terms and conditions of the Client Agreement (Funds) or (as the case may be) the Master Conditions (Securities, Deposit Products, Options and Investment Funds) shall also apply to the Plan as if all references to "this Agreement" in the Client Agreement (Funds) or (as the case may be) "these Conditions" in the Master Conditions (Securities, Deposit Products, Options and Investment Funds) referred to these Conditions. In case of inconsistency, these Conditions shall prevail.

- 1. If you wish to establish a monthly investment fund savings, plan, please apply in the form (**Application Form**) provided by us. You will, with our agreement, select the unit trusts, mutual funds, collective investment schemes or other investments (**Funds**) you wish to buy, and specify the Monthly Contribution Amount you will pay for each Fund. Only those Funds notified by us from time to time are available for your selection.
- 2. Following our acceptance of your application, you will pay the agreed Total Monthly Contribution Amount to us on the agreed date in each calendar month (or, if it is not a business day, on the next business day) (Contribution Date). The first payment will be due on the first Contribution Date falling at least 2 business days (which is a day, except Saturdays, on which banks in Hong Kong are generally open for business) after the date of your application.
- 3. We will use each Monthly Contribution Amount actually received from you (after deducting all relevant fees and expenses) towards buying on your behalf, the maximum number (rounded downwards to the number of decimal places as prescribed by the relevant fund manager from time to time) of units, shares or interests (units) of the agreed Fund (a) on the 1st business day after the Contribution Date or as soon as practicable thereafter if your Settlement Account is maintained with us, or (b) on the 3rd business day after the Contribution Date or as soon as practicable thereafter if your Settlement Account is not maintained with us (Subscription Date). If we cannot buy units in any of the agreed Funds after 3 consecutive business days for whatever reason, we will cease to buy units in the relevant Fund(s) on your behalf, notify you and credit any unused Monthly Contribution Amount(s) (without interest) to your Settlement Account.
- 4. In determining the price payable by you, we may use the weighted average price of purchases of units in the Funds under similar orders of all our customers.
- 5. If any purchased units are less than the total requirements of similar orders of all our customers, we may allocate them in a fair manner.
- 6. Units purchased on behalf of all our customers will be held in the account of our nominee, Wing Lung Bank (Nominees) Ltd., and units purchased on your behalf will be recorded in your Fund Account.
- 7. If the amount actually received from you on the Contribution Date is less than the Total Monthly Contribution Amount, unless otherwise agreed with you before the Subscription Date, we may make no purchase and refund the moneys (without interest) to your Settlement Account.
- 8. Payments to be made for the purchase of units in a currency other than that of the agreed Funds may be converted by us into the applicable currency at the rates and times selected by us. We may refuse to accept any payment in a currency other than that of the agreed Funds at any time. Payments to be received by us on your behalf in respect of the Funds from time to time in a currency other than that of your Settlement Account may be converted by us into the applicable currency at the rates and times selected by us. We may deduct all fees and expenses for the conversion from each such payment.
- 9. You acknowledge receipt of a list of our fees and charges. We may change our fees and charges from time to time after notice to you. You will pay our fees and charges, and all out-of-pocket expenses including sums payable in respect of your units, overdraft interest arising from your transactions, the expenses of our sub-custodians and nominees, applicable fees of any exchange, clearing house, registrar and regulatory authority, and applicable stamp duties, taxes and expenses. You will pay in the amounts and within the times notified to you. We may deduct all such amounts from your accounts with us.
- you. We may deduct all such amounts from your accounts with us.

  10. Your plan is subject to change by us, and may be changed by you with our agreement. If you wish to change any details of your plan, please apply in the form provided by us. An agreed change of your Settlement Account to an account maintained with a third party bank will become effective as from the first Contribution Date falling at least 2 months later. Any other agreed change will become effective as from the first Contribution Date falling at least 2 business days later.
- 11. You may terminate your plan at any time after notice to us and, if we require, paying us a surcharge. If you wish to terminate your plan, please apply in the form provided by us. We may terminate your plan by 7 days' prior notice to you. However, if you fail to pay the Total Monthly Contribution Amount in full on 2 consecutive Contribution Dates, we may terminate your plan without notice and a surcharge may be levied by us.
- 12. You may not transfer, assign, mortgage or charge your units or transactions or your Fund Account or these Conditions without our prior written consent. Subject to the foregoing, these Conditions will bind and inure to the benefit of the parties and their respective estates, heirs, successors and assigns.
- 13. We will not be liable for any event beyond our control, or unless due to our gross negligence or fraud for any act or omission under these Conditions.
- 14. Any recommendation or information given by us to you are for your reference only. Reliance on such recommendation or information is at your own risk. The actual price of a particular Fund is determined by the relevant fund manager, and any quotations provided by us are only indicative. We make no representations regarding the performance of your investment.
- 15. You will indemnify us against any liabilities, losses or expenses arising out of our service or any breach of your obligations.
- 16. If you are 2 or more persons, your obligations are joint and several, and your powers are joint. We may notify you by notifying any one of you. We may accept instructions from, give receipts to and for all purposes deal with any one of you unless we have received written instructions to the contrary. Our payment or delivery of units to any one of you discharges our obligations to all of you. Without affecting our rights against any of you, we may compound or vary the obligations of or grant time or other indulgence to any of you.
- 17. If any provision or part thereof is invalid, all other provisions remain in full force and effect.
- 18. These Conditions are governed by the laws of the Hong Kong Special Administrative Region. The parties submit to the non-exclusive jurisdiction of the Hong Kong courts.

## Risk Disclosure Statement

Investment involves risk, and the offering document should be read for further details. (Where past performance is quoted) the past performance figures shown are not indicative of future performance.

[If there is any discrepancy between the English and Chinese versions, the English version shall prevail.]