

## AMENDMENT FOR HSBC TERMS AND CONDITIONS GOVERNING UNIT TRUSTS

4 September 2025

Dear Valued Customers,

We hereby give notice that effective 14 September 2025, HSBC Terms and Conditions Governing Unit Trusts shall be revised and will supersede the existing HSBC Terms and Conditions Governing Unit Trusts (Version May 2023).

Following are the revisions made (deletion in ~~strike through~~, new insertion in underlined and **bold**):

| Clause                     | Existing Clause                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | Revised Clause                                                                                                                                                                                                                                                                                                                                                      |
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| 1<br>Sub-<br>clause<br>1.3 | 1.3 “Banking Day” means Mondays to Fridays when Bursa Malaysia Securities Berhad is open for trading, and/or banks in Kuala Lumpur and/or Selangor are open for business. Note that some Business Days may be declared as non-Business Days if the jurisdiction where the Fund is feeding into, declares a non-business day or non-dealing day for the target fund, <del>a banking day and the banking hours of the Bank’s main branch at No. 2, Leboh Ampang, 50100 Kuala Lumpur.</del> | 1.3 “Banking Day” means Mondays to Fridays when Bursa Malaysia Securities Berhad is open for trading, and/or banks in Kuala Lumpur and/or Selangor are open for business. Note that some Business Days may be declared as non-Business Days if the jurisdiction where the Fund is feeding into, declares a non-business day or non-dealing day for the target fund. |
| 2<br>Sub-<br>clause<br>2.1 | 2.1 The Customer may give instructions to the Bank to <del>hold</del> , subscribe, Switch, Transfer, <del>withdraw</del> or redeem <del>securities in</del> any Fund offered and distributed by the Bank (“Instruction”).                                                                                                                                                                                                                                                                | 2.1 The Customer may give instructions to the Bank to subscribe, Switch, Transfer or redeem any Fund offered and distributed by the Bank (“Instruction”).                                                                                                                                                                                                           |
| 2<br>Sub-<br>clause<br>2.7 | 2.7 The Customer shall open <del>a</del> unit trust account(s) to use the Services                                                                                                                                                                                                                                                                                                                                                                                                       | 2.7 The Customer shall open unit trust account <b>(s)</b> to use the Services                                                                                                                                                                                                                                                                                       |

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| 3<br>Sub-<br>clause<br>3.1  | <p>3.1 The Customer agrees that:</p> <ul style="list-style-type: none"> <li><del>The Bank may at its discretion (but shall not be obliged to) accept instructions given by telephone or facsimile but the instructions should contain such Telephone Personal Identity Number or other identifying code or test as the Bank may from time to time specify. The Customer shall be solely responsible for any improper use of any such identity number, code or test.</del></li> </ul> | Clause removed.                                                                                                                                                                                                                                                                                                                                                                       |
| 3<br>Sub-<br>clause<br>3.12 | <p>3.12 <del>The Bank's liability is limited to the proceeds received from them Manager or Fund and the Bank is not obliged to ascertain the adequacy of the withdrawal or redemption proceeds received.</del></p>                                                                                                                                                                                                                                                                   | Clause removed.                                                                                                                                                                                                                                                                                                                                                                       |
| 3<br>Sub-<br>clause<br>3.13 | <p>3.13 Any payment made by the Bank pursuant to any Instructions signed or made or purported to be signed or made by the Customer shall be a complete discharge and the Bank will not be liable for any loss damage or claim from the Customer or any other party.</p>                                                                                                                                                                                                              | <p>3.13 Any payment made by the Bank pursuant to any Instructions signed or made or purported to be signed or made by the Customer shall be a complete discharge and the Bank will not be liable for any loss damage or claim from the Customer or any other party, <b><u>unless it is due to the Bank's gross negligence or wilful breach of duty (or default or fraud).</u></b></p> |
| 3<br>Sub-<br>clause<br>3.19 | <p>3.19 The Bank will reinvest any income distributions (if any) declared by the Fund or Manager in the Fund as authorised and indicated by the Customer in the investment instruction form.</p>                                                                                                                                                                                                                                                                                     | <p>3.19 The Bank will reinvest any income distributions (if any) declared by the Fund or Manager in the Fund as authorised and indicated by the Customer in the investment instruction form, <b><u>except for Funds which are specifically cash dividend or distribution classes.</u></b></p>                                                                                         |
| 5<br>Sub-<br>clause<br>5.2  | <p>5.2 The Bank shall be entitled and can also authorise the Custodian to appoint, without the Customer's further consent, any bank, trust company or member firm of any securities exchange to act as: -</p> <ul style="list-style-type: none"> <li>a Sub-Custodian on the Customer's behalf pursuant to these terms; and/or</li> </ul>                                                                                                                                             | <p>5.2 The Bank shall be entitled and can also authorise the Custodian to appoint, without the Customer's further consent, any bank, trust company or member firm of any securities exchange to act as: -</p> <ul style="list-style-type: none"> <li>a Sub-Custodian on the Customer's behalf pursuant to these terms; and/or</li> </ul>                                              |

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|                    | <ul style="list-style-type: none"> <li>an administrator to assist the Bank or the Custodian to perform their obligations on such terms as the Bank may consider appropriate.</li> </ul> <p>The Customer agrees that the Bank shall not be liable for any loss suffered by the Customer for any acts or omissions of the Sub-Custodian in the case where the Sub-Custodian has been properly and lawfully appointed.</p>                                                                           | <ul style="list-style-type: none"> <li>an administrator to assist the Bank or the Custodian to perform their obligations on such terms as the Bank may consider appropriate.</li> </ul> <p>The Customer agrees that the Bank shall not be liable for any loss suffered by the Customer for any acts or omissions of the Sub-Custodian in the case where the Sub-Custodian has been properly and lawfully appointed, <b><u>save and except where such loss or damage was directly attributable to the Bank's gross negligence or wilful default.</u></b></p> |
| 6 Sub-clause 6.2   | <p>6.2 Bank's Tariff &amp; Charges:</p> <ul style="list-style-type: none"> <li>The Bank reserves the right to impose and/or revise from time to time such fees and charges, including any fees, commissions, charges payable to any Custodian/Sub-Custodians or agents/sub-agents, <del>as the Bank in its discretion sees fit</del> and to debit any account of the Customer with the applicable fees and charges.</li> </ul>                                                                    | <p>6.2 Bank's Tariff &amp; Charges:</p> <ul style="list-style-type: none"> <li>The Bank reserves the right to impose and/or revise from time to time such fees and charges, including any fees, commissions, charges payable to any Custodian/Sub-Custodians or agents/sub-agents <b><u>as may be required in order to continue to provide the Services to Customer with reasonable prior notice.</u></b> and to debit any account of the Customer with the applicable fees and charges.</li> </ul>                                                         |
| 12 Sub-clause 12.3 | <p>12.3 The Customer agrees that:</p> <ul style="list-style-type: none"> <li>the Bank has the right to vary, add to or delete any of these terms and conditions from time to time; and</li> <li>the Customer is also bound by the Bank's Universal/Generic Terms &amp; Conditions, which can be found on the Bank's website at <a href="http://www.hsbc.com.my">www.hsbc.com.my</a> / <a href="http://www.hsbcamanah.com.my">www.hsbcamanah.com.my</a> (as updated from time to time).</li> </ul> | <p>12.3 The Customer agrees that:</p> <ul style="list-style-type: none"> <li>the Bank has the right to vary, add to or delete any of these terms and conditions from time to time <b><u>with reasonable prior notice</u></b>; and</li> <li>the Customer is also bound by the Bank's Universal/Generic Terms &amp; Conditions, which can be found on the Bank's website at <a href="http://www.hsbc.com.my">www.hsbc.com.my</a> / <a href="http://www.hsbcamanah.com.my">www.hsbcamanah.com.my</a> (as updated from time to time).</li> </ul>                |

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| <div data-bbox="52 91 82 210" style="background-color: red; width: 19px; height: 53px; position: absolute; left: -19px; top: 0;"></div> <div data-bbox="87 80 177 226"> 14<br/>Sub-<br/>clause<br/>14.5 </div> | <div data-bbox="225 80 807 226"> 14.5 <del>In all case,</del> the Bank shall not be liable for any loss <del>suffered by the Customer on the termination of the Customer's</del> account. </div> | <div data-bbox="839 80 1461 304"> 14.5 The Bank shall not be liable for any loss <b><u>suffered by the Customer arising from Customer's account termination except where such termination is caused by the Bank's gross negligence or default.</u></b> </div> |
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The Amended Terms & Conditions for HSBC Terms and Conditions Governing Unit Trusts is available [here](#).