



Form of Acceptance for Wealth Management Services

This Form of Acceptance for Wealth Management Services takes effect from 03 Oct 2024.

The Form of Acceptance for Wealth Management Services (“**Acceptance Form**”) of HSBC Bank (Vietnam) Ltd. (“**Bank**”) provides an overview of Wealth Management Services provided by the Bank and other related contents.

Information of HSBC Bank (Vietnam) Ltd.:

- Address: Floor 1, 2, 6 the Metropolitan, 235 Dong Khoi Street, Ben Nghe Ward, District 1, Ho Chi Minh City, Vietnam;
- Telephone: (028) 38292288, fax: (028) 62563634, website: www.hsbc.com.vn;
- Legal representative is Timothy Mark Redvers Evans, Chief Executive Officer.

Hereinafter referred to as “**Bank**” or “**HSBC**”.

Depending on segment or tier of the Customer being Premier Customer, Payroll Customer, Personal Banking Customer (“**Customer Tier**”), this Acceptance Form is an integral part of the General Terms and Conditions, Premier Master Account Terms and Conditions (and any amendments to these documents from time to time) (“**Terms And Conditions**”). The Terms And Conditions, together with Form of Acceptance, and Customer Acknowledgement on Form of Acceptance make a complete contract (“**Contract**”) and understanding of the Wealth Management Services provided by the Bank to Customer.

1. Objectives and Scope of Services:

- a) Bank provides Customer with wealth management services, including but not limited to financial planning services, services regarding investment and wealth insurance products (“**Wealth Management Services**”), whereby, based on the information provided by Customer, Bank will introduce Customer with suitable investment and wealth insurance products (“**Product**”) which are provided by the third party (“**Third Party**”).
- b) Bank does not distribute, sell investment products and not provide a portfolio management service or an ongoing portfolio monitoring service.

2. Method of Implementation:

- a) Consultation is conducted directly between the Bank's staff (“**Relationship Manager**”) and Customer.
- b) Customer shall provide Relationship Manager with information on financial needs, financial capability, financial risk tolerance and other matters under the guidance of Relationship Manager.
- c) Relationship Manager shall request for more relevant information from Customer and rely on the

information provided by Customer to introduce the Customer with suitable Products.

Subject to Customer's selected Product, Relationship Manager will assist Customer in sales execution process for Product purchase, including but not limited to explaining product features, benefits, risks, fees and charges, Terms And Conditions and providing relevant documents; or referring Customer to meet product specialist who is assigned by the Third Party ("Product Specialist"). Product Specialist will assist Customer in sales execution process for Product purchase/subscription.

3. Rights and Obligations of the Bank:

- a) Bank will, at all times, endeavor to offer range of products that suitable for Customer based on the information provided by Customer. Decision to subscribe/purchase specific product will be Customer's decision. Any information that Customer provides to Bank will be kept confidential and will only be used based on the terms and conditions applicable.
- b) Bank will assist Customer in assessing Customer's risk profile, and under certain conditions, in accordance to Bank's discretion, Bank will also assist Customer in assessing Customer's investment needs and goals, financial needs, financial conditions and other preferences so that the information can be used by Customer to identify and decide the Product that is suitable to Customer's needs.
- c) Bank will provide Product literatures for Customer to understand type of products, benefits, risks, characteristics, and other information about Product that are available for Customer's consideration and purchase/subscription, published by Bank or Third Party.
- d) Other rights and obligations are set forth in the Contract.

4. Rights and Obligations of Customer:

- a) Customer 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 appropriate with Product (hereinafter referred to as "**Product Documents**") that are issued by Bank and/or by Third Party, and Customer undertakes 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 are deemed appropriate by Bank or Third Party.
- b) Product is not available for US Citizen/Resident or US Green Card holder who is ordinarily resident in the US. Customer has the obligation to notify Bank's staff and perform personal information update if Customer becomes US Citizen/Resident or US Green Card holder who is ordinarily resident in the US.
- c) Once Customer becomes US Citizen/Resident or US Green Card holder who is ordinarily resident in the US, the following terms will be applied:

Regarding insurance products, Customer can only perform regular premium payment for Customer's insurance products that Customer had previously. Customer can still use Customer's Bank's current/saving account or Bank's credit card as Customer's auto-debit insurance regular premium payment.

- d) Insurance product is not available for Japan Citizen/Resident or customer with correspondence address in Japan. Customer has the obligation to notify Bank's staff and perform personal information update if Customer becomes Japan Citizen/Resident or has correspondence address in Japan.
- e) Once Customer becomes Japan Citizen/Resident or have Japan correspondence address, Customer can only perform regular premium payment for Customer's insurance product that Customer had previously. Customer can still use Customer's Bank current/saving account or Bank's credit card as Customer's auto-debit insurance regular premium payment.
- f) Customer will update Customer's risk profile after the expiration of the risk profile. Customer could update Customer's risk profile whenever there is any change in relation to Customer's risk profile.
- g) For providing Wealth Management Services to Customer as mentioned in this Acceptance Form, Customer authorizes 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.
- h) Customer acknowledges and confirms that Customer has been clearly explained by Bank that Bank does not distribute, sell investment products and not provide a portfolio management service or an ongoing portfolio monitoring service; and Customer accepts Bank's explanations.
- i) 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.
- j) Regarding the funds of respective Product, the subscription, top up, switching, and/or redemption transactions are subject to fee imposed by Third Party. The fee approach could be either front-end load or back-end 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 Customer's purchase/subscription.
- k) Other rights and obligations are set forth in the Contract.

5. Implementation Period:

- a) Implementation period shall start from the date Customer signs and confirms this Contract.
- b) This Contract will be signed and confirmed by Customer. Customer and Bank agree that once this Contract is signed by Customer and received by Bank and Relationship Manager proceeds with

the Wealth Management Services for Customer, it shall be deemed as Bank's acceptance of this Contract, and it does not require any additional written signature or signature of an authorized representative of Bank.

6. Consulting Service Fee: Bank does not charge fees for the provision of Wealth Management Services.

7. Dispute Resolution Method: Any dispute arising between Customer and Bank from or in connection with this Contract shall be submitted by the parties to the exclusive jurisdiction of the Vietnamese courts.

8. Contract Validity: Contract is effective from the date signed by Customer.

9. Contract Term: Contract is effective from the date Customer signs until the date Customer ceases to be a Customer of Bank.

10. Agreement on Liability for Damages:

- a) Customer agrees that Bank provides the Wealth Management Services free of charge, the Product selection shall be at the discretion of Customer, 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 Acceptance Form arising out of or caused directly or indirectly by Force Majeure Events (as defined in the Terms And Conditions).
- b) One of the parties that breaches the Contract must compensate the other party for actual damages.

11. Other Terms:

- a) Depending on Customer Tier, definitions or terms not referred to in this Acceptance Form shall be read and interpreted in accordance with General Terms and Conditions, Premier Master Account Terms and Conditions (and any amendments to these documents from time to time).
- b) In addition to the provisions set out in this Acceptance Form, depending on Customer Tier, the provision of Bank's Wealth Management Services as referred to in this Acceptance Form will also be subject to all provisions set out in Terms And Conditions.
- c) In the event of any conflict or discrepancy between any provision of this Acceptance Form and the provisions of any other agreement regarding Wealth Management Services between the Customer and HSBC as set out in Terms And Conditions, the use of the Wealth Management Services as stipulated in this Acceptance Form will prevail.
- d) This Acceptance Form is made into Vietnamese and English. In case of any discrepancies between the English and Vietnamese versions, the Vietnamese version shall prevail.
- e) In the event of any change to the regulations, laws or directives of any governmental authority relating to this Acceptance Form, Bank shall have the sole right to change, cancel or amend the Acceptance Form to align with the provisions of the law. Bank may notify Customer of such amendment, supplementary and/or cancellation by such means as Bank deems appropriate.

- f) The Bank has the right to amend and supplement the Acceptance Form. Such amendments and supplements will take effect immediately after the Bank announces it on the Bank's official website and publicly posts in a distinct position at the Head Office and/or business locations of HSBC. Customer's continued use of the Products and Wealth Management Services immediately after the amendments and supplements to the Acceptance Form take effect (specified in the Bank's notice) will be considered as Customer's acceptance for such modifications and additions. In case Customer does not agree with any amendments or supplements to the Acceptance Form, Customer has the right to terminate the use of the Bank's Products and Wealth Management Services by notifying the Bank's information receiving channels as specified in the Terms And Conditions.



**Customer Acknowledgement on Form of Acceptance for
Wealth Management Services**

Customer 1

Full Name: _____

Address: _____

Number of
Identity
Card/Citizen

Card/ID _____

Card*/Passport:

**ID card will expire on 31/12/2024*

Personal Identification Number:

Same as Identity Card

Different from Identity Card

Personal
Identification
Number: _____

Contact Method (if any):

Phone _____

Number:

Email: _____

Customer 2

Full Name: _____

Address: _____

Number of
Identity
Card/Citizen

Card/ID _____

Card*/Passport:

**ID card will expire on 31/12/2024*

Personal Identification Number:

Same as Identity Card

Different from Identity Card

Personal
Identification
Number: _____

Contact Method (if any):

Phone _____

Number:

Email: _____

Hereinafter referred to as "**Customer**".

When Customer signs the Form of Acceptance for Wealth Management Services ("**Acceptance Form**") of HSBC Bank (Vietnam) Ltd. ("**Bank**"), Customer accepts and is bound by this Acceptance Form and the relevant terms and conditions of Bank.

Customer acknowledges as below:

1. I/We have read and agreed to be bound to this Acceptance Form.
2. I/We confirm that the Bank has provided and explained fully the details about the Acceptance Form, and depending on Customer Tier, Terms and Conditions, to me/us and the Bank has allowed reasonable time for me/us to study and I/We have fully understood and agreed to all information about the Acceptance Form and other matters related to the Wealth Management Services of the Bank.
3. 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.
4. I/We understand that all Product are issued by and are a pure product of the Third party. Any complaints relating to such Product will be handled by Third Party. I/we will not hold Bank responsible from any and all liability, loss or damage in connection therewith.
5. 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 regarding my/our selected Products received by Bank shall be delivered to the respective Third Party for Product purchase/subscription.
6. 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.
7. 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.
8. 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 so that 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.
9. I/We acknowledge and understand that in case of any change to my/our given consent, I 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 Wealth Management Services to me/us.
10. I/We acknowledge and confirm that I/We have read and understood HSBC Principles of Consumer Information Protection published at <https://grp.hsbc/principlesofconsumerinformationprotection> and publicly announced in a distinct position at the Head Office and/or business locations of HSBC. I/We hereby give my/our explicit, voluntary, affirmative, unconditional consent for HSBC to process

my/our data in accordance with the contents of HSBC Principles of Consumer Information Protection.

Signature of Customer 1

Signature of Customer 2

Full Name _____

Full Name _____

Date _____

Date _____