

The Unit Trust Express Switching service is provided by OCBC Bank (Hong Kong) Limited ("the Bank"). Customers applying for the Unit Trust Express Switching and submitting an Order pursuant thereto are in effect instructing the Bank to apply for fund redemption and subscription (with an Advance provided by the Bank) simultaneously. Please read in detail and acknowledge these Terms and Conditions of Unit Trust Express Switching.

1. Applicability of Terms and Conditions

- (a) These Terms and Conditions are supplemental to the Bank's Terms and Conditions of Investment Account in force from time to time (including its amendments, revisions, supplements, addenda and replacements from time to time issued) ("**Terms and Conditions-Investment Account**") and the Bank's Terms and Conditions for All Accounts and Related Services in force from time to time (including its amendments, revisions, supplements, addenda and replacements from time to time issued) ("**Terms and Conditions-All Accounts**"). In the event of any conflict among these Terms and Conditions, the Terms and Conditions-Investment Account and the Terms and Conditions-All Accounts, these Terms and Conditions shall prevail for the purpose of Unit Trust Express Switching.
- (b) These Terms and Conditions as stated herein shall mean these Terms and Conditions of Unit Trust Express Switching and their amendments, revisions, supplements, addenda and replacements from time to time issued, and if the context permits, shall include the Terms and Conditions-Investment Account and the Terms and Conditions-All Accounts.
- (c) Unit Trust Express Switching is accepted on the basis that the Customer (as defined below) has read, understood and agreed to all documents forming these Terms and Conditions.

2. Definitions and Interpretation

Unless the context otherwise requires, all capitalized terms herein shall have the meanings specified in the Terms and Conditions-Investment Account. In addition, the terms and expressions used herein shall bear the following meanings:

"Advance" means an advance made by the Bank to the Customer under Unit Trust Express Switching subject to these Terms and Conditions.

"Applicable Exchange Rate" means the exchange rate offered by the Bank and accepted by the Customer to convert one currency into another currency on the date of the Order.

"Application" means this application of the Customer to the Bank for Unit Trust Express Switching to be provided by the Bank pursuant to this application form or such other form as prescribed by the Bank and subject to these Terms and Conditions, and the term **"Application Form"** shall be construed accordingly.

"Bank" means OCBC Bank (Hong Kong) Limited, or its subsidiaries which provide services or effect transactions, and shall include each such company's successors and assigns.

"Customer" means individually or collectively the following:

- (1) the person(s)
- (2) the corporation
- (3) the sole proprietor or all the partners of the firm

named in the Terms and Conditions-Investment Account whose Application has been accepted by the Bank.

"Discount Ratio" means a discount rate as designated by the Bank from time to time to be applied for the calculation of Maximum Subscription Amount, which varies with different funds and is subject to be changed by the Bank at its sole and absolute discretion.

"Maximum Subscription Amount" means an amount equal to the maximum amount of the Advance the Bank may, at its absolute discretion and subject to these Terms and Conditions, grant to the Customer to subscribe the Switch-in Fund, or such other amount as the Bank may at its absolute discretion consider appropriate. Without prejudice to the Bank's right to exercise its absolute discretion, it is estimated based on the latest available unit price, on the date of the Order, of the Switch-out Fund, times the number of Units to be redeemed, and calculated at a Discount Ratio; and if the Switch-in Fund and the Switch-out Fund are denominated in different currencies, the Applicable Exchange Rate will be applied for conversion.

"Nominees" means OCBC Nominees Services (Hong Kong) Limited and its successors or assigns.

"Order" means the Customer's instruction to the Bank to place a redemption order for the Switch-out Fund and a subscription order for the Switch-in Fund simultaneously and the Customer's application for the Advance by using the service of Unit Trust Express Switching, either in the form prescribed by the Bank or by phone order, and the term **"Order Form"** shall be construed accordingly.

"Outstanding Indebtedness" means all amounts in any currency owing by the Customer to the Bank at any time and from time to time, actually or contingently, including but not limited to the Advance and all other outstanding indebtedness, interests, default interests, overdraft interests (whether on authorized or unauthorized overdraft), fees, charges, commissions, costs, expenses (including any recovery costs, enforcement costs and legal costs and expenses reasonably incurred by the Bank), all applicable exchange control premiums, penalties or expenditure, and all other amounts payable by the Customer in connection with the Advance and/or these Terms and Conditions in any capacity, alone or jointly with any other person, incurred or to be incurred by the Bank directly or indirectly, on a full indemnity basis.

"Overdraft Interest Rate" means the overdraft interest (which, for the avoidance of doubt, excludes the handling charge) applicable to the unauthorized overdraft of the Bank Service Fees Guide of the Bank in force from time to time (including its amendments, revisions, supplements, addenda and replacements from time to time issued) or otherwise determined by the Bank from time to time at its absolute discretion.

"Secured Assets" means any and all moneys, assets, Securities and other properties of the Customer from time to time standing to the credit of, or deposited with or come into the Bank's possession or control in the Investment Account and the Settlement Account of the Customer and other bank accounts maintained by the Customer with the Bank, together with all rights and benefits attached or accruing thereto and the proceeds thereof (and, in the case of Securities, means any Securities at any time and from time to time and for any reason held by, deposited with, received by, transferred to or registered in the name of the Bank, the Nominees, any nominee or agent of the Bank for or on account of the Investment Account, together with all dividends, interests, distributions, allotments, rights and benefits accruing thereto), including but not limited to (i) the redemption proceeds of the Switch-out Fund and the Switch-in Fund, (ii) all rights, titles, interests and benefits in the Units of the Switch-in Fund and the Units of the Switch-out Fund, together with all dividends, interests, distributions and other moneys derived therefrom and accruing or arising in respect thereof.

"Secured Moneys" means all monies, obligations and liabilities now or at any time hereafter due, owing or incurred to the Bank by the Customer, whether on any banking or other account or otherwise in whatever manner and whether actual or contingent and in whatever currency and whether solely or jointly in whatever name, style or form and whether as principal debtor or surety, and whether principal, interests, charges, fees, costs, expenses, commissions, all other moneys or otherwise, including but not limited to the Outstanding Indebtedness, or other debts incurred to any other person the benefit of which is subsequently assigned or otherwise transferred to the Bank, and all interests, charges, commissions, costs, expenses, legal costs and other fees, on a full indemnity basis.

"Settlement Date" means (i) the date when the redemption proceeds of the Switch-out Fund are made available from the Fund Manager to the Bank and are readily available to the Bank; (ii) the date when the Bank is notified of the failure to redeem the Switch-out Fund by the Fund Manager; or (iii) such other date as the Bank may determine at its sole and absolute discretion.

"Switch-in Fund" means the fund which the Customer irrevocably authorizes and instructs the Bank to apply on his behalf to subscribe through Unit Trust Express Switching pursuant to clause 3(b) below.

"Switch-out Fund" means the fund which the Customer irrevocably authorizes and instructs the Bank to apply on his behalf to redeem through Unit Trust Express Switching pursuant to clause 3(b) below.

"Unit" shall have the meaning specified in the Terms and Conditions-Investment Accounts. Without prejudice to the foregoing and for the avoidance of doubt, "Unit" includes unit in the Switch-in Fund and unit in the Switch-out Fund.

3. Unit Trust Express Switching Instructions

- (a) Unit Trust Express Switching is a Unit Trust switching service provided by the Bank to Customers to switch Units between Investment Schemes offered by different Fund Managers with the provision of the Advance by the Bank. To apply for the service of Unit Trust Express Switching, a Customer shall first submit an Application to the Bank. An Order may only be accepted by the Bank after the Bank has accepted the Application. Notwithstanding the above, whether or not the Bank accepts the Application or the Order is entirely at the Bank's sole and absolute discretion without giving any notice or reasons.
- (b) By submitting the Order, the Customer hereby irrevocably instructs and authorizes the Bank, as agent for and on behalf of the Customer, to place a redemption order for the Switch-out Fund and a subscription order for the Switch-in Fund (with the Advance provided by the Bank) simultaneously in accordance with the Order. The Customer shall ratify and accept all actions taken by the Bank and indemnify the Bank against any losses and damages the Bank may suffer or incur arising from or in connection with the Application, the Order and the provision of the Advance.
- (c) The Bank is only responsible for applying on the Customer's behalf to redeem the Switch-out Fund and subscribe for the Switch-in Fund.

The Customer acknowledges and agrees that such redemption order and subscription order are subject to the final acceptance of the respective Fund Managers. The Bank disclaims any obligations and liabilities relating to the duration required in completing the redemption of the Switch-out Fund and the subscription of the Switch-in Fund. Further, the Bank makes no warranty, representation or undertaking that both the redemption and subscription orders of the Order can be executed successfully. If only one order is executed (i.e. either the redemption or the subscription order), the order which has been executed is still a valid transaction and is irrevocable.

- (d) The Bank shall not be liable to the Customer for any losses which the Customer may incur as a result of the Bank's failure to send or deliver the instructions unless such failure results directly from the negligence or wilful default of the Bank, its employees or agents.

4. The Advance

- (a) The Advance is an advance granted by the Bank to the Customer for the sole purpose of paying the subscription amount and fees for the subscription of the Switch-in Fund and is denominated in the currency of the Switch-out Fund. Whether or not the Bank decides to make the Advance is at its sole and absolute discretion.
- (b) The amount of the Advance is capped at the amount of the Maximum Subscription Amount.
- (c) If the Switch-in Fund and Switch-out Fund are denominated in different currencies, the Bank will convert the amount of the Advance to the currency of the Switch-in Fund at the Applicable Exchange Rate for the payments in connection with the Switch-in Fund. The Customer shall bear the foreign exchange rate risks involved.
- (d) Notwithstanding anything herein contained to the contrary, the Advance is subject to the Bank's usual review and **overriding right** to require the Customer's immediate repayment of all Outstanding Indebtedness **on demand** at any time.

5. Settlement

- (a) The Bank is entitled to apply the amount of the Advance (after conversion with the Applicable Exchange Rate, if necessary), without further instruction from the Customer, and pay directly to the Fund Manager in or towards payment and settlement of the acquisition of the Units of the Switch-in Fund.
- (b) On the Settlement Date, the Bank shall be entitled to, or procure that Nominees to, apply the redemption proceeds of the Switch-out Fund in or towards repayment and settlement in full of the Outstanding Indebtedness, and shall then credit the remaining balance (if any) to the Customer's Settlement Account.
- (c) On the Settlement Date, if the actual redemption proceeds of the Switch-out Fund are insufficient, or simply not available to the Bank due to the failure to redeem the Switch-out Fund for whatever reasons, to repay and settle in full the Outstanding Indebtedness, without prejudice to all other rights or remedies of the Bank, the Bank may, but shall not be obliged to, debit the shortfall from the following accounts in the following order, and shall not be required to credit any of the Units of the Switch-in Fund to the Customer's Investment Account until the shortfall is fully paid:

- (i) the Customer's Settlement Account(s);
- (ii) any other bank accounts maintained by the Customer with the Bank.

Without prejudice to any other rights the Bank may have, the Bank shall be entitled, but not obliged, to exercise its rights under clause 9 below to sell, redeem or otherwise dispose of any of the Units of the Switch-in Fund.

- (d) The Customer acknowledges and agrees that if at any time when the Bank debits the Customer's Settlement Account or any other bank accounts maintained by the Customer with the Bank pursuant to these Terms and Conditions, and if there are insufficient funds on the relevant accounts to repay and settle in full the Outstanding Indebtedness, without prejudice to all other rights or remedies of the Bank, the Bank is entitled at its sole and absolute discretion, but not obliged, to apply the following arrangements:
- (i) if an overdraft facility is currently maintained and is sufficient to repay and settle the Outstanding Indebtedness in full, the Outstanding Indebtedness shall forthwith become or form part of the overdraft facility subject to the applicable provisions in the Terms and Conditions-All Accounts;
 - (ii) if an overdraft facility is currently maintained but is insufficient to repay and settle the Outstanding Indebtedness in full or if no overdraft facility is currently maintained, any part of the Outstanding Indebtedness not covered by the unused overdraft facility or not covered by any overdraft facility shall forthwith constitute an unauthorized overdraft facility and the Customer shall pay interest in accordance with clause 6(c) below.
- (e) In the event the subscription order for the Switch-in Fund succeeds but the redemption order for the Switch-out Fund fails, the Customer will be in a position of concurrently holding and investing in both the Switch-out Fund and the Switch-in Fund, and shall bear all the investment risks associated with such a position, including but not limited to the relevant fund price fluctuations. In addition, the Customer shall repay and settle the Outstanding Indebtedness in full immediately or within the time agreed by the Bank. Otherwise, sub-clause (c) and (d) above shall apply without prejudice to all other rights the Bank may have and the Bank shall not be required to credit any of the Units of the Switch-in Fund to the Customer's Investment Account until all Outstanding Indebtedness is fully repaid and settled.
- (f) In the event the subscription order for the Switch-in Fund fails but the redemption order for the Switch-out Fund succeeds, the Bank shall obtain the refund of the Switch-in Fund from the relevant Fund Manager on the Customer's behalf. The Bank shall be entitled to use the redemption proceeds from the Switch-out Fund and the refund from the Switch-in Fund to repay and settle the Outstanding Indebtedness,

and shall credit any remaining balance thereof to the Customer's Settlement Account. The Customer is liable to pay all fees, charges or expenses incurred in connection with the redemption and the refund and, if unpaid, they shall form part of the Secured Moneys.

- (g) The Order once placed is irrevocable and the Customer shall not revise, cancel or prepay the Advance except with the prior written consent of the Bank and, if the Bank agrees to do so, the Customer shall in any event indemnify the Bank against any loss the Bank may suffer or incur in connection with such revision, cancellation or prepayment.

6. Interest, Fees and Charges

- (a) No interest will be payable by the Customer in respect of the Advance before the Settlement Date.
- (b) The Customer shall pay the subscription fee and redemption fee (if any) to the respective Fund Managers as applicable to the Investment Schemes and all other fees and charges chargeable by the Bank. Notwithstanding any provisions herein contained to the contrary, the Bank is entitled to deduct any fees and charges payable by the Customer to the Bank from the amount of the Advance to be advanced by the Bank. For the avoidance of doubt, if a deduction is so made, the amount owing by the Customer shall not be reduced by the amount so deducted.
- (c) In cases where the Outstanding Indebtedness or any part thereof does not form part of an authorised overdraft facility, the Customer shall pay interest on a daily basis thereon from the Settlement Date up to the date of actual repayment of all the Outstanding Indebtedness at the Overdraft Interest Rate or at such other rate or rates as the Bank may from time to time determine at its sole and absolute discretion. Such interests will be compounded at such intervals as the Bank may determine.

7. Customer's Warranties and Undertakings

- (a) The Customer undertakes to:
- (i) Immediately repay the Bank **on demand** notwithstanding anything to the contrary herein all Outstanding Indebtedness ; and
 - (ii) inform the Bank as soon as practicable of any difficulty in repaying the Outstanding Indebtedness (or any part thereof) or in meeting any payment to the Bank arising from the Advance or otherwise pursuant to these Terms and Conditions.
- (b) The Customer shall, at the request of the Bank, execute such documents and perform such acts as the Bank may consider expedient for the purposes of providing the Advance, or in connection with the Switch-out Fund and the Switch-in Fund, or in relation to the Bank's exercise of its powers and rights under these Terms and Conditions.
- (c) The Customer is the sole and beneficial owner of the Secured Assets free from all charges, encumbrances and rights of third parties except pursuant to the charge created in these Terms and Conditions.
- (d) The Customer irrevocably and by way of security appoint the Bank to be the Customer's attorney, with full power of substitution, and in the Customer's name or otherwise on the Customer's behalf and as the Customer's act and deed to sign, seal, execute, deliver, perfect and do all deeds, instruments, acts and things which may be required or which the Bank may think fit for carrying out any of the Customer's obligations hereunder or for effecting any redemption, realization, transfer, sale or disposal of the Secured Assets or for giving to the Bank the full benefit of the security granted hereunder. The Customer hereby ratify and confirm and agree to ratify and confirm any deed, instrument, act and thing which such attorney may lawfully execute or do.

8. Joint Account

(Applicable to any one of the holder of a joint account signing the Order Form / placing the Order via phone) If the Customer to this Application is more than one person, the Customer hereby authorizes any one of the applicants (i.e. any one of the joint account holders of the relevant Investment Account) to sign and submit the Order Form / place the Order via phone on the Customer's behalf and to confirm the charge created in clause 9 below under this Application Form, and the Customer represents and warrants to the Bank that all the provisions in these Terms and Conditions shall be binding on the Customer, being all the holder(s) of the relevant joint account, in all respects notwithstanding that any of the joint account holder(s) has/have not signed the Order Form / placed the Order via phone.

9. Charge

In consideration of the Bank accepting this Application, including agreeing to make the Advance to the Customer pursuant to the Order from time to time, without prejudice to all other rights or remedies of the Bank, the Customer as beneficial owner **charges** by way of security, assign and release to the Bank all of the Customer's rights, titles, benefits and interests in and to the Secured Assets, until all the Secured Moneys shall have been fully paid or discharged. The Bank shall have the right to sell, realize, redeem or otherwise dispose of any Secured Assets in such manner and for such consideration as the Bank may at its sole and absolute discretion think fit, without prior notice or demand or legal process, and to deduct any fees and expenses (including without limited to legal costs and expenses) from the proceeds of sale, realization, redemption or disposition, if the Customer fails to pay or settle any Secured Moneys when due or if the Customer is in default of any provisions of these Terms and Conditions.

10. Set-off and Lien

- (a) Without prejudice to all other rights or remedies of the Bank, the Bank is authorized to:
- (i) set off, appropriate and apply any credit balance (whether or not then due) in any currency which is at any time held by the Bank in the name of the Customer (whether alone or jointly) against all or any of the obligations and liabilities in whatever currency which may now or at any time in the future be due owing or incurred by the Customer to the Bank (whether actual or contingent and whether alone, severally or jointly as principal, guarantor, surety or otherwise), including without limitation the Outstanding Indebtedness, until all actual and contingent obligations and liabilities of the Customer shall have been fully discharged and satisfied; and
 - (ii) combine or consolidate all or any of the Customer's accounts (whether current, savings, investment, securities, custodial, time, fixed or call deposit accounts and whether subject to notice or not) with the Bank whatsoever, wheresoever situate, for the purpose of setting off or transferring any sum or sums standing to the credit of any one or more of such accounts in or towards satisfaction of any of the Customer's liabilities to the Bank on any other account or in any other respect whether such liabilities be present, future, actual, contingent, primary, collateral, joint or several (including without limitation the Outstanding Indebtedness).
- (b) The Bank may retain any money of the Customer as it may consider necessary to meet such obligations or liabilities of the Customer.

11. Currency Conversion

The Bank shall be entitled, but not obliged, to convert any amounts or proceeds from time to time received and/or any amounts in any accounts of the Customer maintained with the Bank into the currency of the Outstanding Indebtedness and vice versa at a rate or rates and in such a manner at the Bank's sole and absolute discretion for the purpose of settling the Outstanding Indebtedness. The Customer shall be responsible for any loss arising from fluctuation in the rate of exchange between the two currencies and all costs of exchanges and other related costs and expenses, and the Bank is authorized to deduct all such loss, costs and expenses from any accounts of the Customer.

12. Debt Collection Agent

The Bank may appoint any person as agent to collect any or all Outstanding Indebtedness and the Customer shall be responsible for all costs and expenses which may be reasonably incurred by the Bank for such collection.

13. Provision of Information

In the case where a third party security has been or is presently issued in the Bank's favor in respect of any or all of the Customer's liabilities owed to the Bank, the Bank may from time to time provide the third party security provider with any data, details or information (including any of the Customer's personal data) relating to any loan/banking/credit facilities (including without limitation the Advance) extended by the Bank to the Customer for the purpose of notifying the third party security provider of the liabilities under the third party security.

14. Severability

If any part of these Terms and Conditions is held or deemed to be void or unenforceable, the other terms will remain in full force and effect.

15. Governing Law & Jurisdiction

These Terms and Conditions shall be governed by and construed in accordance with the laws of Hong Kong SAR and the Customer hereby irrevocably submits to the non-exclusive jurisdiction of Hong Kong SAR courts.

16. Third Party Rights

Nothing in these Terms and Conditions is intended to grant to any third party any right to enforce any term of these Terms and Conditions or to confer on any third party any benefits under these Terms and Conditions for the purposes of the Contracts (Rights of Third Parties) Ordinance and any re-enactment thereof, and the application of which is hereby expressly excluded.

17. Miscellaneous

- (a) The Chinese version of these Terms and Conditions is translated from English for guidance only. If there is any conflict or inconsistency between the two versions, the English version shall prevail.
- (b) The books and records of the Bank shall be final and conclusive evidence concerning the amount due from the Customer to the Bank under these Terms and Conditions at any time, save for manifest error.
- (c) These Terms and Conditions are subject to amendment by the Bank at its sole and absolute discretion from time to time. The provisions of the Terms and Conditions-Investment Account relating to amendments (including the methodology adopted and the deemed acceptance thereof) shall apply in respect of such amendment.