

Terms and Conditions For online mutual fund applications

IT IS RECOMMENDED BEFORE COMPLETING AND SIGNING THE APPLICATION FORM TO READ CAREFULLY THE KIID OF THE FUND YOU ARE INTERESTED IN AS WELL AS OF THESE TERMS AND CONDITIONS.

BENEFICIARY/IES STATEMENTS/CONSENTS

- 1. I, as the sole holder or the co-holder of the indicated in the subscription application form bank account held with HSBC France, Athens Branch (referred to as the Bank) and thus co-holders of the applied for mutual funds/investment, acting in the name and on behalf of all the other co-holders of the said account (in case of a joint account) in relation to any kind of application for mutual funds (subscription/redemption) submitted by myself (myself and the co-holders of the account and investment referred to, solely or jointly, as the **Beneficiary/Beneficiaries**).
- 2. It is expressly accepted and acknowledged that the joint account holders and thus of the investment, shall have full active and passive liability as regards to the obligations and rights arising from the investment. Each of the joint account holders may use the account without the involvement of the other holders, having —by way of example— the right to individually give instructions and orders to the Bank, as well as the right to request from the Bank the redemption of the mutual funds and the payment of the proceeds of the redemption and thus it is accepted and acknowledged that each Beneficiary as defined herein, is explicitly authorized to individually sign orders, statements, applications or other notifications on behalf of all Beneficiaries. Therefore, any and all confirmations, statements and warranties made herein are to be considered and deemed to be made for and by all Beneficiaries.
- 3. I/We hereby declare that I am over 18 years old and that all Beneficiaries of the said bank account and thus investment are not resident/s or citizen/s or nationals of the USA, Canada, Japan, and Australia. It is acknowledged that the Bank reserves the right to exclude, other besides the aforementioned, countries from the said distribution, if it considers that the distribution deviates from the regulatory framework.
- 4. I/We herewith declare I have read and understood the KIID of the mentioned in the Mutual Fund/s in the subscription application form
- 5. I/We herewith confirm that I/we am/are aware of the following Terms and Conditions and they have been unconditionally and unreservedly accepted by all Beneficiaries upon their signing.
- 6. I/we herein expressly, irrevocably and unconditionally declare that the investment mentioned in the mutual funds' application form is based exclusively in my/our personal judgment without the Company or the Bank providing any advice as to the advantages or the suitability of the investment. The present transaction is not covered by the corresponding protection of the relevant rules of professional conduct. I/We declare that the Bank has not assessed or recommended and will not assess or recommend this application and/or investment, as suitable or not, for me/us. I/We am/are that I/we am/are solely responsible for assessing whether this application and investment is suitable for me/us.
- 7. I/We consent to the processing of the personal data of all Beneficiaries as described in clause 19 herein and clause 3 of the Terms and Conditions of the hereunder Terms and Conditions. If any of the personal data is incorrect, the Beneficiary has every right to request its change, renewal or deletion. In certain occasions the Beneficiary may also have the right to object to the processing of your personal data and request the deletion or blocking of process. The Beneficiary acknowledges and accepts that all personal data requested are necessary so that the Company and the Bank can provide their services. In case of failure to provide the necessary data, the Company and the Bank may not be able to provide the required services. All above will be addressed to the Company, through the Bank, the latter

having no liability towards the Beneficiary, on the data processing performed by the Company.

- 8. I/We herein confirm that, for regulatory reasons abroad, irrespectively of the fact that I am/we are the sole holder/s of the units resulting from the requested participation/redemption, or whether I am/we are the final private Beneficiary/ies or not (e.g. of Limited liability company, consortium, etc.), all Beneficiaries have submitted with the Bank all the necessary documents for full recognition associated with the final/end beneficiary.
- 9. I/We understand that the Bank will be sending to the Company instructions for participation or redemption of units, where the Bank sends the instructions for participation or redemption on behalf of the Beneficiaries.
- 10. I/We acknowledge and agree that when the title(s) of the applied for Mutual Fund(s) are issued, it/they will be in an omnibus account of the Bank held on my/our behalf.
- 11. The Bank may receive compensations from the Company, which are calculated as a percentage of the annual management fee of each Mutual Fund. In reference to these compensations the Bank will receive a maximum of 60% of the annual management fee of each Mutual Fund. Inducements aim at improving the services provided to clients and in no way do they burden the unit holders of the Mutual Funds with additional expenses and/ or commissions. For more information please contact the authorized investment adviser of the Bank.
- 12. I/We confirm that all details provided are true and accurate. I/We also acknowledge that in case details and/or addresses differ from those held by HSBC any required documentation will be provided and the application cannot be processed.
- 13. I/We indicate the account mentioned in the subscription application form will be the only one related for both the participation and redemption of the mentioned in the relevant application forms mutual funds units.
- 14. I/We have been informed by the Bank on the cut-off and execution times for the application which are accessible in the Bank's public website and the HSBC Internet Banking and HSBC Phone Banking services.
- 15. I/We declare that I/we have been communicated on the Bank's costs related to the corresponding application as on the Foreign Exchange Rates which may be applicable for the type of the mutual funds referred to the application.
- 16. I/We acknowledge that each application must refer and relate ONLY to ONE type of mutual funds.
- 17. I/We have been communicated and hereby accept that the minimum amount required for investment is of 3,000 of the currency of the investment and account. In order to apply for participation in mutual funds in a foreign currency, I/we must hold an account on the same currency which must be necessarily linked to the HSBC Internet Banking service. Thus, the currency of the investment requested through the corresponding application and the currency of the associated account indicated in the subscription/redemption application form and held with the Bank must be the same.
- 18. I/we acknowledge, expressly and unreservedly, that I/we am/are solely responsible for discharging my/our duty with regards to all relevant taxes, including, but without limitation, the filing and payment of relevant taxes deriving from the subscription/redemption, which may expose me/us to tax consequences depending on a number of factors, including, but not limited to, my/our place of residence, my/our citizenship or the type of assets I/we hold. In this respect, some countries may have tax legislation with extra-territorial effect impacting me/us regardless my/our place of residence. The Bank does not provide any legal or tax advice. I/we was/were therefore advised to seek legal and/or tax advice from an independent legal and/or tax adviser. I/We acknowledge and agree that the Bank has no responsibility in this respect.
- 19. I/We declare and confirm that I/we have read, fully understood and accepted and hereby accept, unconditionally and unreservedly the Bank's General Terms and Conditions for

Individuals including clause on Collection and Use of Customer Information, Financial Crime Risk Management Activity and Tax Compliance as defined therein, as in force and as amended from time to time.

UCITS DO NOT HAVE A GUARANTEED RETURN AND PREVIOUS PERFORMANCE DOES NOT GUARANTEE FUTURE PERFORMANCE.

TERMS AND CONDITIONS

1. UNIT MANAGEMENT

The Bank will receive through the HSBC Internet Banking service from the Beneficiary/ies unit subscription/redemption Application forms, as the case may be, instructions for subscription or redemption correspondingly, on any business day and within the cut off times as defined by the Bank. The next business day of the date of receipt of the application, the Bank will send to the Company via fax that states the amount / number of units for participation or redemption on behalf of the Beneficiary/ies to the distributor. The units will be recorded in the name of the Bank on behalf of the Beneficiary/ies. The Company will send to the Bank all communication and payments will be effected exclusively for the Bank.

2. GUARANTEES / OBLIGATIONS

- 2.1 The Beneficiary/ies will be exclusively responsible for compliance with all relevant laws, tax regulations and the legal context of the market in the country in which he is a citizen or resident
- 2.2 The Beneficiary/ies understand(s) and agree(s) that the money (in cash) received by the Company shall not bear interest.
- 2.3 The Beneficiary/ies agree(s) to indemnify the Mutual Fund, the Company and its representatives on first demand for any and all damages, costs or expenses (including borrowing costs and costs resulting from delayed transactions recording) arising from falsification of the statements in the corresponding application and its terms or from breach of the obligations of the herein Terms and Conditions regarding the subscription/redemption of the Beneficiary/ies of the Mutual Fund, unless the damage is due to deliberate default or negligence of the Mutual Fund, the Company or its representatives.

3. CONFIDENTIALITY AND PERSONAL DATA

- 3.1 The personal data that the Beneficiary/ies provide(s) to the Company will be used as follows:
- i) to confirm the identity of the Beneficiary/ies (as well as the identity of the ultimate beneficiary of the investment, in case it is a different person), ii) for the management of the beneficiary's/ies' account iii) for credit evaluation purposes as well as for statistical analysis (including behavioral analysis) and iv) compliance obligations according to relevant laws and regulations in force.
- 3.2 The Beneficiary/ies agree(s) that the personal data provided to the Company can be shared with i) every member of the Company and group of companies and their affiliates as well as to other members which are involved in the management of the relationship (e.g. Collaborating centers of management, handling companies, payment companies, etc.). I/we acknowledge and accept that it is possible that personal data may be shared with companies located in countries where the laws regarding personal data do not apply, or are of lesser importance than in the E.U., ii) HSBC France, Athens Branch and its affiliate companies and iii) when required by any applicable laws or regulations. It is clarified that the data

processing and sharing by the Bank shall be dealt with according to the Bank's General Terms and Conditions including clause 11A of the Bank's General Terms and Conditions, as in force and as amended from time to time.

- 3.3 The Company agrees that it will not disclose personal data to another party except from those described in terms 3.1 and 3.2 as well as in the Bank's General Terms and Conditions including clause 11A of the Bank's General Terms and Conditions, on Collection and Use of Customer Information, Financial Crime Risk Management Activity and Tax Compliance as defined therein, as in force and as amended from time to time.
- 3.4. Microfiches, microfilms or records in a computer made by the Company, based on the original forms, will constitute proof for the Beneficiary/ies and will have the same value as evidence as the original written forms.

4. AMENDMENTS

The Company reserves the right to amend at any time these Terms and Conditions in accordance with the following terms:

- a) The Beneficiary/ies will be notified by the Bank in writing for every change of these Terms and Conditions. In the event that the Beneficiary/ies do(es) not object in writing within the time frame set from the date of the notice, it will be considered that the Beneficiary/ies agree(s) with the changes made.
- b) Changes required by any relevant laws, regulations, or other provisions will be effected upon their implementation.

5. LAW IN EFFECT

The Greek Legislation governs the validity and interpretation of the application and the statements/warranties/consents and the aforementioned Terms and Conditions and the parties involved agree that any dispute under these will be subject to the exclusive jurisdiction of the Greek courts.

6. MISCELENEOUS

For any request or complaint regarding the Mutual Funds of Company, please contact:

a) The Manager of the Bank's branch you cooperate with b) the Phone Banking service of HSBC: 801 801 4722 c) With a written request and the Bank will reply within 10 working days from the date of receipt of the request or complaint. In case you consider that your request has not been satisfactorily resolved, you may contact the Banking Ombudsman service.

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