Switching related terms and risk disclosure

- 1. This Application is subject to the Term Sheet, the Agreement and the General Conditions. Once submitted, unless otherwise agreed by the Bank, this Application Form cannot be amended or withdrawn or revoked and is binding on the Customer(s). It is subject to acceptance by the Bank and to final execution.
- 2. The Bank may delay disposing or refuse Customer's switching request if the Issuer delay disposing or refuse to switch any unit(s) of the Offshore Product for any reason whatsoever. After the execution of the switching, the Bank will issue the switching Confirmation after distribution of the Switch-In Unit(s) to the Customer(s).
- 3. This QDII Product is a product with high investment risk and Customer(s) may suffer a significant loss of the Principal Amount due to market fluctuations. Customer(s) shall fully understand the investment risks involved and be cautious in making any investment. Customer(s) have assessed, in particular, the risk described in the worst case scenario in the Term Sheet, and Customer(s) have ascertained that we are able to assume, deal with and account for the losses and/or opportunity cost he/she/they may incur in such worst case scenario.
- 4. Customer(s) have read, understood and accepted the Offshore Product Information Sheet attached to the Application Form and the relevant Offshore Product Offering Documents, and fully understand the relevant terms and risks of the Offshore Product. And Customer(s) understand and confirm above switching application subject to the relevant requirements and conditions associated to the Term Sheet and Offshore Product Offering Documents, Customer(s) represent to the Bank that he/she/they have read the risk disclosure in above documents.
- 5. Customer(s) have fully understood the terms and conditions of the QDII Product and the risks associated with the QDII Product and based upon Customer's own judgment (and such advice from independent advisers as Customer have deemed fit to obtain). Customer have determined that the QDII Product is a suitable investment for Customer which could meet Customer's risk tolerance level, financial situation and investment objectives. Customer(s) have no questions on this QDII Product.
- 6. Customer(s) confirm that the Bank is not advising him/her/them and has not given Customer(s) any assurance or guarantee as to the expected outcome of the investment in the QDII Product.
- 7. Customer(s) acknowledge and understand that this QDII Product will not be sold to any United States ("US") person, US citizen or US resident, which may fall under the US securities, revenue or tax related laws or other applicable laws ("US Person"). Customer(s) hereby represent and confirm that Customer is not a US Person nor act for any US Person. Customer(s) undertake that he/she/they will inform the Bank immediately if Customer(s) become or is regarded as a US Person. If above representations and warranties from Customer(s) are untrue or cease to be true, or Customer(s) fail to comply with the above undertaking, or Customer(s) become or is regarded as a US Person, the Bank is entitled to, at any time at its sole discretion, unilaterally terminate any QDII Product customer(s) hold at that time without a need to give customer(s) a prior notice nor obtain Customer's consent. Customer(s) agree to assume any consequences occurred in relation to such early termination (including but not limited

- to any tax imposed, and/or principal and return loss) and agree that the Bank shall not take any liabilities in this regard.
- 8. Customer(s) hereby make the representations and warranties to the Bank as set out in Clause 10 of the QDII Product Agreement and undertake to fully indemnify the Bank according to the stipulations under Clause 11 of the Agreement if any of Customer's representations and warranties are untrue or cease to be true.
- 9. Terms used herein without definitions shall have the meaning given to them under the Agreement and QDII Product Term Sheet. This subscription application is subject to the QDII Product Term Sheet, the Agreement and the General Conditions.
- 10. In case of inconsistency between the Chinese and English version, the terms of the Chinese version shall prevail and apply.