

HSBC Bank (China) Limited

Personal Large-denomination Certificates of Deposit Transfer

Service Agreement

HSBC Bank (China) Co., Ltd. (hereinafter referred to as “**HSBC China**” or the “**Bank**”)’s Personal Large-denomination Certificates of Deposit (hereinafter referred to as “**CD**” or the “**Product**”) transfer service (hereinafter referred to as the “**Service**”) refers to, the product seller (hereinafter referred to as the “**Transferor**”) publishes the Product transfer information at the Bank’s CD transfer Platform (hereinafter referred to as the “**Platform**”), and reaches an agreement with the Product buyer (hereinafter referred to as the “**Transferee**”) on the transfer in accordance with the principle of fairness and voluntariness of the transaction, so that the Product Transferor receives funds, and the Transferee receives the transferred CD. As a service provider, the Bank provides Platform services such as product transfer, fund transfer and settlement, and charges corresponding service fees, referring to “Tariff of Accounts and Services for Wealth and Personal Banking Business” on the Bank’s official website for details. Once the CD is transferred, the gain or loss, related rights and obligations of the Product are transferred accordingly. Once you have checked and confirmed the Bank’s Personal Large-denomination Certificates of Deposit transfer service agreement (hereinafter referred to as the “**Agreement**”) on the transfer Platform, it is deemed that you know, understand and agree to accept this Agreement in its entirety, confirm to undertake all the legal consequences arising therefrom.

Before confirming your acceptance of this Agreement, please read carefully to fully understand this Agreement in its entirety. If you do not agree with any content of this Agreement, or cannot accurately understand the meaning of the relevant terms, please do not proceed with subsequent operations.

1. Subject matter of transfer

The subject matter of transfer shall be the principal, interest and other derived yield (such as the profit obtained by the Transferee from re-transferring the Product) of the CD held by the Transferor.

The Transferor guarantees that the subject matter of transfer meets the following standards:

- 1.1 If the subject matter of transfer is the property legally owned by the Transferor, the Transferor shall have the legal, full, and absolute right to its disposition.
- 1.2 There are no legal obstacles or defects of rights in the subject matter of the transfer, including but not limited to the creation of any guarantees, other rights restricting the transfer, or any other

third-party rights.

2. Transfer Process

The CD transfer service process consists of three parts: transfer application, transfer transaction, product share transfer and fund settlement, including:

- 2.1 The Transferor log in the Platform, signs this Agreement and the Risk Disclosure for the Transfer Service of Personal Large-denomination Certificates of Deposit (hereinafter referred to as the “**Risk Disclosure**”) and initiates the Product transfer. The Transferor sets the transfer price within transfer price range specified by the Platform, and the Platform displays the corresponding transfer information.
- 2.2 The Transferee log in the Platform, signs this Agreement and the Risk Disclosure, selects the Product to be transferred, and submits the purchase instruction to the system.
- 2.3 The system completes the corresponding product share transfer and fund settlement according to the matched transaction instructions. Both transfer parties may inquire about the relevant transaction information in the system.

3. Rules of Transfer

Transfer Initiation Channel:	The transfer service of the CD is only available at the mobile banking platform.
Validity Period of Transfer and Revocation Rules:	<p>A transfer application can be initiated from the next calendar day 00: 01 following the value date/purchase date of the Product until the day end (the actual time is subject to the Bank system time) of 2 days prior to the maturity date. Subject to the rules of transfer, full transfer or partial transfer is supported for product re-transferring.</p> <p>*The transferring parties are not subject to the customer segment restriction of the original CD Product.</p> <p>Each transfer application is valid until the day end (the actual time is subject to the Bank system time) of the next calendar day of the application date, that is, the transfer application that is not successfully transacted at the end of the next calendar day on which the transfer application is initiated will automatically expire. The Transferor can revoke the transfer application</p>

	before the completion of transfer deal. Once the transfer deal is completed, revocation is not allowed.
Transfer Principal:	<p>The principal amount of the Product to be transferred shall be input by the Transferor, and shall neither be greater than the principal amount of the Product actually held by the Transferor, nor be less than the minimum purchase amount of the Product; furthermore, for partial transfer, the remaining principal after the transfer shall meet the requirements of the minimum purchase amount of the Product.</p> <p>Examples:</p> <ol style="list-style-type: none"> 1. Transferor A holds a 3-year CD of CNY400,000 with an original minimum deposit amount of CNY200,000, and initiates a transfer application after holding it for one year. Transferor A can initiate 1) partial transfer application with principal amount of CNY200,000, and the remaining principal amount of CNY200,000; 2) full transfer application with principal amount of CNY400,000. 2. Transferor B holds a 3-year CD of CNY400,000 with an original minimum purchase amount of CNY300,000, and initiates a transfer application after holding it for one year. Transferor B can only initiate a full transfer application with principal amount of CNY400,000.
Transfer Price:	<p>Minimum transfer price = transferred principal + transferred principal x prevailing savings deposit interest rate on the transfer application date / 360 x actual deposit period</p> <p>Maximum transfer price = transferred principal + transferred principal x annual interest rate of the CD / 360 x maturity deposit period</p> <p>The transfer price set by the Transferor should not be lower than the minimum transfer price or higher than the maximum transfer price.</p>

	<p>*The actual deposit period is from the value date of the CD to the day before the transfer application date/early withdrawal date, and the maturity deposit period is from the value date of the CD to the day before the maturity date.</p> <p>Example:</p> <p>Transferor C initiates a transfer application on March 15 2023 for a 3-year CD with a principal amount of CNY200,000 at an annual interest rate of 3.25%. The value date of the CD is 1 April 2021 and the maturity date is 1 April 2024. (As of the transfer application date, the actual deposit period of the CD held by Transferor C is 713 days), the prevailing savings annual interest rate on the transfer application date is 0.25%, and the transfer price that Transferor C can set on that day is:</p> <p>Minimum transfer price = transferred principal + transferred principal x prevailing savings deposit interest rate on the transfer application date / 360 x actual deposit period = 200,000.00 + 200,000.00 x 0.25% / 360 x 713 days = CNY200,990.28</p> <p>Maximum transfer price = transferred principal + transferred principal x annual interest rate of the CD / 360 x maturity period = 200,000.00 + 200,000.00 x 3.25% / 360 x 1,096 days = CNY219,788.89</p>
<p>Rules of Purchase:</p>	<p>The transfer deal cannot be revoked once completed. Once the transfer deal is done, the Transferee is allowed to initiate full or partial early withdrawal. The Transferee can initiate the re-transfer application of the CD on the next day. When the Product matures, the interest will be calculated according to the annual interest rate of the original CD.</p>

Transferor's Profit:	<p>Transferor's profit = transfer price - original purchase price</p> <p>*If the Transferor initiates a partial re-transfer of a transferred CD, the original purchased price shall be converted according to the proportion of the principal for the re-transfer.</p>
Transferee's Profit and Actual Annual Interest Rate:	<p>The interest rate displaying on the transfer Platform is the estimated annual interest rate to the Transferee after purchase the transferred CD.</p> <p>Annual interest rate of product to the Transferee = (principal and interest received at maturity - transfer price) / transfer price / remaining days of CD x 360</p>
Rules of Early Withdrawal:	<ol style="list-style-type: none"> 1) The details of transferability, early withdrawal and redemption of the CD and its applicable interest rate and interest calculation rules, etc., are subject to the relevant Product Fact Sheet. 2) If the CD is transferrable, then early withdrawal interest will be calculated according to the withdrawal principal and the deposit period of the CD with HSBC China at the prevailing savings deposit interest rate on the withdrawal date, and the actual deposit period of early withdrawal is calculated from the value date of the CD to the day before the early withdrawal date. <p>Withdrawal Profit = principal + interest during the actual deposit period of the CD at the prevailing savings deposit interest rate – the purchase amount (Note: if you early withdraw the Product you purchased as a Transferee, the principal and interest upon early withdrawal could be lower than your purchase price, leading to a substantial loss. Therefore, it is recommended to re-transfer the Product. Please compare the profit of early withdrawal and re-transfer, and make the decision prudently.)</p>
Profit at Maturity:	<p>On the maturity date, the interest and principal shall be settled within the day.</p> <p>Profit at Maturity = principal and interest at maturity – purchase price</p>

	<p>When the withdrawal is overdue, the interest during the overdue period will be calculated according to the prevailing savings deposit interest rate.</p> <p>Overdue profit = profit at maturity + interest during overdue period</p>
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4. Transfer transaction

- 4.1 The transfer service is not available for Junior Account and Joint Account (both to sign) holding the CD.**
- 4.2 The Transferor and the Transferee agree and confirm that HSBC China is only responsible for providing product transfer Platform services, and does not assume any obligations or responsibilities for disputes between the two parties to the transaction or between any party and a third party due to the subject matter of the transfer.**
- 4.3 The Transferor and the Transferee agree and confirm that HSBC China will not be liable if HSBC China fails to complete the transfer transaction in a timely manner due to the requirements of judicial authorities, regulatory agencies, or communication failures, network failures and other force majeure factors.**
- 4.4 The Transferor and the Transferee agree and confirm that HSBC China will process the transfer transaction for the subject matter under this Agreement, and the Transferor and the Transferee shall pay HSBC China the handling fee respectively (please refer to Tariff of Accounts and Services for Wealth and Personal Banking Business on the Bank's official website for details). The Transferor and the Transferee authorize HSBC China to directly deduct relevant fees from the transfer price.**
- 4.5 Any taxes and fees arising from the transfer transaction in this business shall be paid by the Transferor and the Transferee in accordance with relevant laws and regulations.**
- 4.6 HSBC China has the right to modify this service agreement for valid reasons such as laws, regulations, policies, system upgrades, business development, etc. You should check the relevant agreement terms before using this service.**

5. Statement and warranties

5.1 Statements and warranties of the Transferor

- (1) The Transferor shall be a natural person with full civil capacity.
- (2) The signing and execution of this Agreement by the Transferor will not violate any laws, regulations and any agreements, commitments and arrangements that are binding on it, will not damage the interests of any creditors of the Transferor, and no creditors of the

Transferor will raise any claims or objections related to this Agreement.

- (3) **From the transaction date of the Product transfer (that is, the date on which the transfer transaction is successfully displayed on the Platform), the profit (if any, including the principal and the profit, the same below) of the Product distributed by the subject matter of the transfer belongs to the Transferee, The Transferor has no right to make any claim or request to the Transferee and/or other relevant individuals or institutions for any reason or in any form regarding to the proceeds of such Products.**
- (4) This agreement shall be fully legally and validly binding on the Transferor when it is signed and becomes effective.

5.2 Statements and warranties of the Transferee

- (1) The Transferee shall be a natural person with full civil capacity.
- (2) The transfer price paid by the Transferee is its own funds legally owned.
- (3) The signing and execution of this Agreement by the Transferee will not violate any laws, regulations and any agreements, commitments and arrangements which are applicable, will not damage the interests of any creditors of the Transferee, and no creditors will raise any claims or objections related to this Agreement.
- (4) **From the transaction date of the Product transfer, the risks and losses (if any) of the Product distributed by the subject matter of the transfer shall be borne by the Transferee. The Transferee has no right to make any claims or requests to the Transferor and/or other relevant individuals or institutions or any reason or in any form on the risks of these Products.**
- (5) **From the transaction date of the Product transfer, the Transferee is bound by the sales document signed by the Transferor with HSBC China on the Product, including but not limited to the Product Fact Sheet. The Transferee can check the corresponding Product Fact Sheet on HSBC China mobile banking.**
- (6) **The Transferee understands that the amount paid by the Transferee is the transfer price (referring to the transfer price of the Product), including the transfer principal (referring to the principal amount of the CD), and the premium/discount set by the Transferor. The total amount of principal and interest received by the Transferee when early withdraw the transferred CD may be lower than the aforementioned transfer price, which will lead to an actual loss to the Transferee.**

For example: Transferor D initiates the transfer of a 3-year CD at annual interest rate of

3.0% p.a. after holding for one year, at the transfer Platform. The transfer principal is CNY1 million, and the transfer price is set as CNY1.04 million. In addition to the principal and the estimated interest of CNY30,000 for 1 year holding period, the Transferor sets a premium at CNY10,000. After Transferee E pays CNY1.04 million and completes the transfer, the Transferee could obtain the CD with a principal of CNY1 million and maturity interest of CNY90,000 for 3 years (if held until maturity).

Scenario 1: If Transferee E holds the CD until its maturity, Transferee E will receive the principal of CNY1 million and interest of CNY90,000. In other words, CNY1 million x Annual interest rate 3.0% x 3 years (indicative only) = maturity interest of CNY90,000. After minus the additional CNY40,000 paid to Transferor D, Transferee E's actual profit is CNY50,000.

Scenario 2: If the Transferee E early withdraws the transferred CD after holding it for one year, Transferee E will receive principal of CNY1 million and interest of CNY5,000. In other words, CNY1 million x prevailing savings deposit interest rate of 0.25% x 2 years (indicative only) = interest of CNY5,000. After minus excluding the additional CNY40,000 paid to Transferor D, Transferee E's loss is CNY35,000.

6. Application of law

This Agreement shall be governed by and construed in accordance with the laws of the People's Republic of China (which, solely for the purpose hereunder, does not include the following jurisdictions: Hong Kong Special Administrative Region, Macao Special Administrative Region and Taiwan region). Any dispute under this Agreement shall be submitted to the local People's court with competent jurisdiction at the place where the Bank is located.

7. Others

- 7.1 The Transferor and Transferee agree to follow this Agreement, the Fact Sheet of the CD under transfer, the Personal Large-denomination Certificates of Deposit General Terms and Conditions and the Tariff of Accounts and Services for Wealth and Personal Banking Business.
- 7.2 HSBC China has the right to amend the terms of this Agreement and/or the Services. If there are any amendments to this Agreement and/or the Services, the Bank will announce it at the Bank's business premises, mobile banking and/or official website (www.hsbc.com.cn) or notify you in advance in other ways determined by the Bank. You are deemed to agree to such

amendments unless you have withdrawn the CD in full before the maturity date during the notice period.

7.3 If you have any questions, suggestions, objections or complaints, you can call the Bank's hotline 95366 or visit our branches and sub-branches. You can visit the Bank's official website www.hsbc.com.cn or the HSBC China Customer Service WeChat official account (WeChat ID: HSBCeBanking) to inquire about the nearby business outlets of the Bank or other suitable contact channels.

7.4 The English version of this Agreement is for reference only. In case of any discrepancy between the Chinese and English versions, the Chinese text shall apply and prevail.