

## Regular Saving Trust Plan – JadePRO

### Terms and Conditions

**JadePRO** (“the Trust Plan”) is a regular saving Trust Plan provided by METIS GLOBAL (SINGAPORE) PTE. LIMITED. METIS GLOBAL (SINGAPORE) PTE. LIMITED will be dealing with and holding all the assets in the capacity of a trustee.

These Terms and Conditions (together with the additional terms and conditions made available on Metis SG's website (if any)) together with the Application Form (excluding the section titled “Letter of Wishes”) and the enclosed Trust Plan Schedule and any future Amendments (collectively the “**Deed**”) constitute the entire agreement between you and us relating to the transactions contemplated by the Deed and supersede and extinguish all previous agreements between the parties relating to these transactions. In case of inconsistency between any of the documents forming the Deed, these Terms and Conditions shall prevail. In entering into the Deed no party may rely on any representation, warranty, collateral contract or other assurance (except those set out in the Deed) made by or on behalf of any other party before the signature of the Deed and each of the parties waives all rights and remedies which, but for this provision, might otherwise be available to him in respect of any such representation, warranty, collateral contract or other assurance provided that nothing in this provision shall limit or exclude any liability to fraud, willful default or gross negligence.

The Deed does not cover the tax rules that apply to the Trust Plan so you should speak to your financial adviser and obtain independent tax advice. METIS GLOBAL (SINGAPORE) PTE. LIMITED reserves the right to decline any application at its sole and absolute discretion.

Not for sale to individuals who are Singaporeans or Residents of Singapore at the point of application: This Trust Plan is strictly prohibited for sale to individuals who are citizens or residents of Singapore. By purchasing or attempting to purchase our Trust Plan, you certify that you are not a Singaporean citizen or resident. Any violation of this clause will result in immediate cancellation of your application.

### Contact Details

METIS GLOBAL (SINGAPORE) PTE. LIMITED  
3 Church Street,  
#22-03, Samsung Hub,  
Singapore 049483  
Tel: (65) 6204 1313

**Email:** [inquiry.sg@metisgl.com](mailto:inquiry.sg@metisgl.com)

**Website:** <https://metisgl.com>

these Terms and Conditions Clauses:

## 1. DEFINITIONS AND INTERPRETATIONS

1.1 The following are meanings of words and expressions used in the Trust Plan, unless otherwise stated:

**Metis or We** means METIS GLOBAL (SINGAPORE) PTE. LIMITED; and **our** and **us** shall be construed accordingly.

**You** means the Settlor and **Your** shall be construed accordingly.

**Account Units** means all the Initial Units and Accumulation Units.

**Accumulation Account** means the account containing the Accumulation Units.

**Accumulation Account Value** shows the notional value of the Accumulation Account and is equal to the number of Notional Units held in the Accumulation Account representing each Asset Choice multiplied by their applicable Bid Price.

**Accumulation Units** means the Units purchased by (i) the Regular Contribution and Additional Regular Contributions after the end of the Initial Contribution Period and (ii) the Additional Single Contribution during the Contribution Payment Term, in each case, subject to applicable fees and charges.

**Additional Regular Contribution** has the meaning ascribed to it in Clause 6.3.

**Additional Single Contribution** has the meaning ascribed to it in Clause 6.2.

**Administration Charge** has the meaning in Clause 7.3.

**Amendment** means any amendment made by Metis to the terms of the Trust Plan.

**Assets** means the Funds (whether listed in our International Asset Selection available on [www.metisgl.com.sg/asset-listing](http://www.metisgl.com.sg/asset-listing) or provided by Metis or otherwise), Structured Products, Commodities, cash and any other investments that you may instruct Metis (as trustee) to invest into as existing arrangements have been set up to support such investment instructions. The Investment Asset Selection is not intended to be exhaustive and you can choose to invest in a fund that is not presently included in this list, provided that Metis is able to support your trade from an operational perspective.

**Asset Choices** means your choice of Assets.

**Beneficiaries** means such person(s) named in the Application Form and such person(s) appointed pursuant to Clause 3.3 (a), and shall include the issue of such person(s) unless we agree otherwise.

**Bid Price** means the price we use to sell Notional Units corresponding to your chosen Asset Choices in accordance with your instruction. It is the price used in calculating switches out or redemption of Asset Choices.

**Business Day** means a day, other than a Saturday, Sunday or a gazetted public holiday.

**Closure Notice** means a notice issued by us to you notifying you where an Asset is, or is to be, closed, merged or divided.

**Commodity** means the commodity or goods traded on a commodity exchange including but not limited to gold, silver and any other precious metals, physical or forward.

**Contribution** means an amount stipulated by you, with the intention for such amount to be included in the Trust Plan over the Contribution Payment Term; it includes Regular Contribution, Additional Single Contribution and Additional Regular Contribution.

**Contribution Currency** means the currency in which the Contributions shall be made under the Trust Plan and shall not be changed to another currency after the Trust Plan Commencement Date without our approval in writing.

**Contribution Holiday** means the period during which you temporarily stop paying the Regular Contribution or any Additional Regular Contribution after the ICP.

**Contribution Payment Term ("CPT")** means, in relation to Regular Contribution, the duration of the Trust Plan from Trust Plan Commencement Date to Trust Plan CPT Maturity Date; and in relation to Additional Regular Contribution, the date which cleared funds of Additional Regular Contribution are first received till Trust Plan CPT Maturity Date.

**Deed** means these Terms and Conditions (together with the additional terms and conditions made available on Metis SG's website (if any)), the Application Form (excluding the section titled "Letter of Wishes"), the enclosed Trust Plan Schedule and any future Amendments.

**Encashment Value** means the bid value of all the Account Units on the next available Valuation Day, subject to the provisions set out in Clause 4.2.

**Exit Charge** shall have the meaning ascribed to it in Clause 7.6.

**Extra Allocation** shall have the meaning ascribed to it in Clause 5.1

**FATCA** means

- (a) the Foreign Account Tax Compliance Act provisions of the U.S. Internal Revenue Service under Sections 1471 to 1474 of the Code or any associated treasury regulations, as amended or supplemented from time to time, or other official guidance;
- (b) any treaty, law, regulation or other official guidance enacted in any other jurisdiction, or relating to an intergovernmental agreement between the U.S. and any other jurisdiction, which (in either case) facilitates the implementation of paragraph (a) above; or
- (c) any agreement pursuant to the implementation of paragraphs (a) or (b) above with the U.S. Internal Revenue Service, the US government or any governmental or taxation authority in any other jurisdiction.

**Fund** means an investment fund operated by a fund manager.

**Grace Period** means the period given to you by us to make good any payment of Contribution due before incurring further fees and/or charges and/or changes the status of the Plan. This period is set as 30 calendar days from the date of the 1<sup>st</sup> contributions due. For the avoidance of doubt, we are under no obligation to grant any Grace Period and this is given at our sole and absolute discretion.

**Holding Account** means a non-interests bearing account holding cash in the currency of the desired Asset corresponding to your Asset Choice where a contribution allocation or a switch proceed may be held until the next available Valuation Day of the Asset which it represents.

**"Incapacity"** means with respect to any person any of the following:

- (a) any inability to give reasoned consideration to financial or business matters, the existence of any such inability being determined by Metis by reference to advice given to Metis from a physician attending to such person's care at the relevant time;
- (b) any inability to communicate freely as a result of kidnapping, forced confinement or any other form of coercion (such inability having been notified to Metis); or
- (c) if such person cannot be located by Metis despite Metis' reasonable endeavours to locate him for a period of six months,

and **"Incapacitated"** shall be construed accordingly.

**Initial Contribution Period ("ICP")** means, in relation to Regular Contribution, the Initial Contribution Period beginning from the Trust Plan Commencement Date and continuing for the period specified in Clause 6.5; and in relation to Additional Regular Contribution, the Initial Contribution Period beginning from the date on which the clear funds of the Additional Regular Contribution are received and the length of such contribution period depends on the length of the remaining CPT of the Trust Plan as at the date on which the clear funds of the Additional Regular Contribution are first received as specified in Clause 6.5.

**Initial Account** means the accounts containing the Initial Units.

**Initial Account Value** shows the notional value of the Initial Account and is equal to the number of Notional Units held in the Initial Account representing each Asset Choice multiplied by their applicable Bid Price.

**Initial Units** means the Units (i) purchased by the Regular Contribution and Additional Regular Contribution contributed during the relevant ICP subject to applicable fees and charges (ii) including Extra Allocation (if any).

**Letter Of Wishes ("LOW")** means a non-binding document, signed by you, that provides guidance to the Trustee which Beneficiaries should receive Trust Funds and the amount of Trust Funds they should receive.

**Minimum Allocation** means the minimum value to be allocated to an individual Asset.

**Minimum Trust Plan Value** means the minimum value

of the Trust Plan, currently set as USD 10,000, after any Partial Withdrawal or Regular Withdrawal. We reserve the right to amend this value as we, in our sole and absolute discretion, deem fit.

**Named Beneficiary** means the 1st Second Tier Beneficiary or, on his/her death or Incapacity before the termination of the Trust Plan, the 2nd Second Tier Beneficiary.

**Notional Units** means the Units in the Assets that shall notionally be purchased with the Contributions received after deducting the Trust Plan Fee. The price of the Notional Units is set to be equal to the price of a Unit in the Asset. The Notional Units are used only for the purpose of calculating the value of the Trust Plan.

**Offer Price** means the price at which Metis buys Units of the Asset corresponding to your Asset Choices. It is the price used for investments or switches into Assets.

**Paid-up** means a status of the Trust Plan as a result of non-payment of Regular Contributions beyond the Grace Period (if any) after ICP.

**Paid-up Charge** has the meaning ascribed to it in Clause 7.5.

**Personal Data** means data, whether true or not, about an individual who can be identified – (a) from that data; or (b) from that data and other information to which an organization has or is likely to have access.

**Registered Office** means the registered office of Metis in Singapore at the relevant time.

**Regular Contribution** has the meaning ascribed to it in Clause 6.1.

**Settlor** means the applicant(s) of the Trust Plan specified in the Trust Plan Schedule.

**Structured Product** includes:

- (a) an instrument under which some or all of the return or amount due (or both the return and the amount due) or the method of settlement is determined by reference to one or more of:
  - (i) changes in the price, value or level (or a range within the price, value or level) of any type or combination of types of securities, commodity, index, property, interest rate, currency exchange rate or futures contract;
  - (ii) changes in the price, value or level (or a range within the price, value or level) of any basket of more than one type, or any combination of types, of securities, commodity, index, property, interest rate, currency exchange rate or futures contract; or
  - (iii) the occurrence or non-occurrence of any specified event or events (excluding an event or events relating only to the issuer or guarantor of the instrument or to both the issuer and the guarantor);
- (b) an agreement the purpose or effect, or pretended purpose or effect, of which is to provide, whether conditionally or unconditionally, to any party to the agreement a profit, income or other returns calculated

- by reference to changes in the value of any property; and  
(c) any similar interests, rights or property.

**Trust Fund** means the Assets and the Contributions held by us in the capacity of Trustee

**Trust Plan** refers to "JadePRO" which is a regular savings Trust Plan provided and held in a reserve power trust by METIS GLOBAL (SINGAPORE) PTE. LIMITED as the trustee; of which terms and conditions are provided in the Deed.

**Trust Plan Account** means the Initial Account plus Accumulation Account under the Trust Plan.

**Trust Plan Anniversary** means the same day and month in each year as the Trust Plan Commencement Date.

**Trust Plan Commencement Date** means the date reflected as "Commencement Date" as shown on the Trust Plan Schedule.

**Trust Plan Fee** means the fee payable in respect of the Trust Plan pursuant to Clause 7.1.

**Trust Plan Issue Date** means the date reflected as "Issue Date" as shown on the Trust Plan Schedule.

**Trust Plan CPT Maturity Date** means the date reflected as the "CPT Maturity Date" as shown on the Trust Plan Schedule. It is the date when CPT ends.

**Trust Plan Schedule** means the document as titled; including the latest revised version thereof, and any Amendments, which sets out specific details of the Trust Plan.

**Trust Plan Value** means the sum of the total number of Notional Units in both Initial Account and Accumulation Account representing each Asset Choice multiplied by their applicable Bid Price.

**Unit** represents the smallest portion of ownership in an Asset.

**Unit Price** means the price per Unit of the respective Assets.

**Valuation Currency** means the currency in which the Trust Plan Value is presented.

**Valuation Day** in respect of an Asset, means each day which is a Hong Kong Business Day.

**Vesting Day** means such day and year as Metis may declare pursuant to Clause 3.1 (k).

**Withdrawal** means a Partial withdrawal of Units and/or Regular Withdrawal of monies from the Trust Plan, in accordance with Clause 4.1.

1.2 In these Terms and Conditions, the singular includes the plural and the masculine includes the feminine and neuter gender, and in each case vice versa, unless specifically indicated otherwise.

1.3 Where the words "include(s)" or "including" are used in these Terms and Conditions, they are deemed to have the words "without limitation" following them and the words "other" and "otherwise" where used in these Terms and Conditions are illustrative and shall not limit the

sense of the words preceding them.

- 1.4 References in these Terms and Conditions to a Clause or a sub-Clause are to a clause or sub-clause respectively of these Terms and Conditions and references in these Terms and Conditions to a Schedule are to a schedule to these Terms and Conditions.

## 2. GENERAL CLAUSES

### 2.1 Trust

(a) These Terms and Conditions:

- (i) create an express irrevocable discretionary trust in which you are the Settlor of the trust and we are the discretionary trustee under this trust; and  
(ii) provide the terms and conditions of the Regular Saving Trust Plan – **JadePRO**.

(b) You agree to us acting in both the role of discretionary trustee and administrator of the Trust Plan. You agree that we are acting as trustee only in relation to the holding and distribution to the Beneficiaries of the Trust Fund. You further agree that we are acting as administrator and will not provide any investment advice in relation to any aspects of the Trust Plan.

(c) You agree and undertake to make Contributions to the Trust Plan as gifts into this discretionary trust. You agree that your Contributions will be held by us as trustee and that you as Settlor will not own the legal or beneficial interest of the Contributions, the Trust Plan or the Trust Fund.

(d) You agree and confirm that all fees and charges payable to us under the Deed are to be paid to us, as administrator of the Trust Plan and not as trustee of this trust.

(e) We, as trustee will hold the benefit of the Contributions, the Trust Plan and the Trust Fund on trust for the Beneficiaries pursuant to these Terms and Conditions.

(f) Subject to Clause 8.9, we agree to you (as Settlor) reserving the powers of investment or asset management and exercising such powers in accordance with Clause 3.2 in these Terms and Conditions but not further or otherwise.

(g) You as Settlor agree to all these Terms and Conditions including without limitation, provisions regarding the Trust Plan.

(h) If there are two Settlers, you agree and undertake (as Settlor) to reach a unanimous decision amongst yourselves before exercising your rights under these Terms and Conditions and giving notices or instructions (the "**Communications**") to Metis. We shall be entitled in our sole and absolute discretion to treat any one of such Settlor as authorized to give us the Communications under the Deed, and we shall be entitled in our sole and absolute discretion to comply with the Communications of any one of such Settlers notwithstanding any inconsistency in such Communications with those of any of the other Settlers. We shall have no liability whatsoever for complying with the Communications or otherwise of any one of the Settlers. We shall not be required to confirm with both Settlers the legitimacy of any Communications given to us by any one Settlers or the authority of any one Settlor to act on behalf of both Settlers.

(i) Notwithstanding (h) above, where there are two Settlers and both Settlers are alive and not Incapacitated, we will only process written instructions and requests signed by both Settlers for instructions and requests pertaining to

the following: (1) changes to Contributions; (2) changes to the LOW, (3) any Withdrawal or encashment; or (4) changes to the Beneficiaries. Where one Settlor predeceases the other Settlor or is Incapacitated, we will process the abovementioned instructions and requests which are signed by the Settlor who is alive and not Incapacitated. Where both Settlers are no longer alive or are Incapacitated, we will process the abovementioned instructions and requests which are signed by the Named Beneficiary in accordance with Clause 2.1(j) below.

- (j) Where the Settlor is no longer alive or is Incapacitated, the Named Beneficiary shall become the First Tier Beneficiary and cease to be a Second Tier Beneficiary. In addition, the Named Beneficiary may exercise the following rights and powers in place of the Settlor:
  - (i) powers of investment or asset management under Clause 2.1(f);
  - (ii) right to make Contributions and changes to Contributions under Clause 6;
  - (iii) right to make changes to the LOW;
  - (iv) right to appoint and remove Beneficiaries under Clause 3.3 provided that the Named Beneficiary may not appoint himself as a Second Tier Beneficiary; and
  - (v) right to make Withdrawals, obtain the Encashment Value, and reinstate the Trust Plan under Clauses 4.1 to 4.3,
 and the Named Beneficiary or the legal guardian, if applicable, shall be provided with all information and documentation relating to the Trust Plan that may be requested by the Named Beneficiary or the legal guardian, if applicable, from time to time.
- (k) For the purpose of Clause 2.1(j), if any Named Beneficiary is a minor, such Named Beneficiary shall not have the rights and powers set out in Clause 2.1(j) until such Named Beneficiary attains the age of majority and the legal guardian of such Named Beneficiary appointed under the applicable law may exercise the rights and powers set out in Clauses 2.1(j)(i) and 2.1(j)(ii) until such Named Beneficiary attains the age of majority. For the avoidance of doubt, the legal guardian of the Named Beneficiary may not exercise the rights set out in Clauses 2.1(j)(iii) to 2.1(j)(v) while the Named Beneficiary is a minor.
- (l) Further specific terms and conditions of this trust can be found in Clause 3.

## 2.2 The Trust Plan

The name of the Trust Plan is "JadePRO".

## 2.3 Currency

- (a) The Contributions shall be made in the Contribution Currency. The subsequent allocation of the Contributions to the Asset Choices may be in different currencies from the Contribution Currency. When purchasing or selling Units in the Asset corresponding to our latest record of your Asset Choice selection, the transaction will take place at the prevailing exchange rates of the Asset Choice currency and the Contribution Currency (as determined by us in our sole and absolute discretion) on the date when the payment is processed by us.
- (b) You must specify the Contribution Currency and Valuation Currency in the Application Form. If no Valuation Currency is specified, the Contribution Currency will be used as the default Valuation Currency. The Valuation Currency of the Trust Plan can be in any of

the following currencies: US Dollar (USD), Hong Kong Dollar (HKD) or Singapore Dollar (SGD).

- (c) For the purposes of valuation, the value of Notional Units in the Trust Plan will be aggregated on the valuation statements and valued both in their own currency and in the Valuation Currency. The Valuation Currency will be stated and adopted in the annual statements which will be sent to you to update you on the status of the investments made under the Trust Plan. You will be deemed to accept the annual statements and all the contents therein if we do not receive any objections from you within one month after the same is sent to you.
- (d) Generally, all Contribution figures quoted in any document relating to the Trust Plan are in USD. To convert those figures to other currencies, the following conversion rates should be used:

Currency	USD	HKD	SGD
USD	1	8	1.4

If the market exchange rates of any of these currencies changes by more than 20% from the date of the Trust Plan issued, we may by giving you not less than three months prior notice in writing amend the conversion rate or rates to reflect the then current market exchange rates.

- (e) For the purpose of the Trust Plan, we are entitled to convert such amounts insofar as the conversion is desirable or required. Whenever there is any conversion of currency, we may convert the amount at the rates stipulated in Clause 2.3(d) above or at the prevailing exchange rate (as determined by us in our reasonable discretion), subject to any applicable law relating to exchange control or any other restriction.

## 2.4 Communication

The initial address, country of residence, citizenship and domicile of the Settlor are set out in the Application Form. The Settlor must inform Metis about any changes to the Settlor's address, country of residence, citizenship or domicile as soon as possible after any change. Notice of any such changes may be given to us in writing or electronically by making any changes via our website.

Any document or notice to be given by us under the Deed will be sent by prepaid registered post to your latest correspondence address or emailed to your latest email address, and will be deemed to have been received by you (if by prepaid registered post) within 48 hours of posting or (if by email when sent).

Any written application or notice to us will be deemed received by us only if the original copy of the application or notice was sent by you and actually received by us at our Registered Office. If sent by email, it will be deemed as received by us when you receive an acknowledgement of receipt, with an automatic "Read Receipt" not constituting an acknowledgement for the purposes of this clause. We reserve the right to require additional information or documents to be submitted by you before we act on the application or notice.

## 2.5 Termination

The Trustee shall distribute the Trust Fund to the Beneficiaries in accordance with the Terms and Conditions of the Deed upon



the occurrence of any of the following events (whichever takes place first):

- (a) upon the death of the last surviving Beneficiary, subject to satisfactory proof being provided to us;
- (b) non-payment of the Regular Contribution during the ICP and beyond any Grace Period;
- (c) where the Trust Plan Value is less than the Minimum Trust Plan Value as a result of any Withdrawal and/or the imposition of any Trust Plan charges (as imposed by Clause 7);
- (d) encashment in accordance with Clause 4.2;
- (e) the Settlor and/or the First Tier Beneficiary becoming a United States person (as defined by United States Internal Revenue Code of 1986, as modified or amended from time to time);
- (f) the Settlor and/or Named Beneficiary (where the Named Beneficiary makes any Contribution) is listed as a dishonest person by the China Supreme People's Court during the ICP and remains on such list for more than one year;
- (g) the expiry of the perpetuity period under the rules of perpetuity as specified by the laws of Singapore;
- (h) if in the opinion of the Trustee, it becomes impossible or impracticable to perform any provisions in the Deed as a result of changes in the law or other circumstances beyond our control; or
- (i) if in the opinion of the Trustee, changes to any law (including tax) after the establishment of the Trust Plan imposes or is likely to impose any adverse regulatory or tax obligation on the Trustee that it was not previously subject to.

Each of the situations above will be subjected to the applicable Exit Charge as set out in Clause 7.6.

Once the Trust Fund is fully distributed, the Trust Plan shall be automatically terminated.

## 2.6 Rounding

We reserve the right to round off any figures in the decimal places in any of our calculations. Such calculations will include, but are not limited to, the determination of fees and charges, Unit Prices as well as the creation, redemption and/or allocation of Units. Based on our current practice (and subject to the dealing rule of the Assets set by the respective Asset Managers/Issuers/Dealers), rounding off adjustments will be as follow:

- a) the Notional Unit of Assets allocated into the Accounts will be rounded down to the number of decimals as per the dealing rule of the Assets;
- b) the Notional Units of Assets to be deducted for the relevant fees and charges will be rounded up to the number of decimals as per the dealing rule of the Assets; and
- c) all values (including valuation of the Trust Plan, Encashment Value, withdrawal value and any other values) presented in dollar amount will be rounded to the nearest (truncated) two decimals place.

Notwithstanding the above, we reserve the right to adjust the number of decimal places or rounding method for each calculation with not less than one month's prior written notice or such other period of notice in compliance with the relevant regulatory requirements.

## 2.7 Changed Circumstances

Without prejudice to Clause 2.5, we are entitled to alter, modify or terminate the Deed at any time by giving one month's notice in writing if there is a change in the law or tax treatment affecting the Trust Plan after the establishment of the Trust Plan which, in the opinion of the Trustee, imposes or is likely to impose any adverse regulatory or tax obligation on the Trustee that it was not previously subject to.

We are entitled to alter, modify or terminate the Deed with immediate effect by giving notice to you if it becomes unlawful at any time for Metis or the Settlor to be a party to the Deed or for either party to perform all or any of its obligations under the Deed.

Termination of the Deed pursuant to this clause will be subject to applicable Exit Charge as set out in Clause 7.6.

We also reserve the right to amend charging levels, the Minimum Contribution, Minimum Allocation, Minimum Trust Plan Value or any other amount referred to in the Deed from time to time by an amount (as determined in our sole and absolute discretion) to reflect inflation and operation costs.

In all other circumstances, we may alter, modify or terminate the Deed at any time with your prior written consent.

## 2.8 Taxation

We will not be responsible for any tax liability or issues that may arise as a result of or in connection with the Trust Plan. You are advised to seek independent tax advice in respect of the Trust Plan from a professional tax adviser.

## 2.9 Law and Jurisdiction

These Terms and Conditions are governed by, and shall be construed in accordance with, the laws of Singapore. The courts in Singapore shall have exclusive jurisdiction to settle any disputes and claims that arise out of, or in connection with, these Terms and Conditions.

We shall have the right, by giving one month's notice to you in writing, to change the law governing the Deed and to make consequential amendments to the Deed accordingly; provided however, no change of law and no amendment to the Deed shall be made that has the effect of altering the rights of the Settlor under the Deed. Upon a change in the governing law, the courts of the place of the governing law shall have exclusive jurisdiction to settle any dispute and claims that arise out of, or in connection with, these Terms and Conditions.

## 2.10 Severability

Notwithstanding that the whole or any part of any provision of the Deed may be held to be illegal or unenforceable, the other provisions and the remainder of the provision in question will remain in full force and effect.

## 2.11 Personal Data

By applying to participate in the Trust Plan, you hereby agree and consent to us, and/or our appointed representatives and/or agents (and such other third-party service providers as we may engage, and who may be located outside Singapore) collecting, receiving, using, storing, disclosing and processing your Personal Data in accordance with the terms of this Deed and our privacy policy as amended from time to time, available at [[https://metisgl.com.sg/media/1/docs/privacy\\_policy.pdf](https://metisgl.com.sg/media/1/docs/privacy_policy.pdf)] ("**Privacy Policy**"), and the terms of Privacy Policy are

incorporated into this Deed by reference, and/or otherwise provided by you or possessed by us, for one or more of the following purposes:

- (i) processing your application and providing you with our products and services as well as the services of third-party service providers; and/or
- (ii) administering and/or managing our relationship and/or your account(s) with us.

You further represent and warrant that:

- (a) all of the information provided by you to us (including without limitation personal particulars and contact information) is accurate and complete; and
- (b) if in connection with this Deed, you provide the personal data of any third parties, you further warrant and represent that these third parties have also consented to the terms of the Privacy Policy, and to the collection, receipt, use, storing, disclosure and processing of their personal data in accordance with the aforesaid.

## 2.12 Inconsistency

If there is any inconsistency between the English, Chinese or other language versions of the Deed, the English version shall prevail.

## 3. TRUST PROVISIONS

### 3.1 General Powers

We (in addition and without prejudice to all the powers authorities and discretion vested in us by the laws of Singapore (if any)) shall have the following powers and may in our sole and absolute discretion exercise all or any of the same at any time or times and from time to time during the continuance of the Deed in such manner and to such extent as may seem to us to be desirable:

- (a) the power to pay or apply the whole or any part of the Trust Fund or income thereof to or for the maintenance, education, benefit or advancement in life of all or such one or more to the exclusion of the others or other of the Beneficiaries and if more than one in such shares and in such manner generally as Metis shall in its sole and absolute discretion from time to time think fit.
- (b) any power hereby or by law conferred on us to pay or apply the whole or any part of the Trust Fund or the income thereof for the benefit or advancement in life of any one or more of the Beneficiaries hereunder may (without prejudice to any other method of payment or application) be exercised by a payment or transfer of the whole or any such part of the Trust Fund or the income thereof to the trustee or trustees of any other settlement or trust wherever established or existing and whether or not such other settlement or trust had been formed or come into existence at the date hereof under which any one or more of the Beneficiaries has or have as the case may be an indefeasible interest in the whole of the capital and income of such other settlement or trust, whether vested or contingent and whether or not all or any such trustee or trustees thereof are persons resident outside the jurisdiction of the Courts of Singapore and whether or not the proper law of such other settlement or trust is the law of Singapore.
- (c) the power to pay or transfer with or without consideration the whole or any part of the Trust Fund to the trustee or trustees for the time being of any settlement or trust wherever established or existing and whether or not such other settlement or trust had been formed or come into

existence at the date hereof whereunder any one or more of the Beneficiaries has or have as the case may be any interest whatsoever in the capital or income of such other settlement or trust whether absolute or contingent or presumptive or prospective or subject to any gift over or liable to be defeated by the exercise of a power of appointment or revocation or to be diminished by the increase of the class to which all or any of the Beneficiaries belong to be held by such trustee or trustees as an addition to the property comprised in such other settlement or trust (freed and discharged from the trusts powers and provisions hereof) whether or not all or any such trustee or trustees thereof are persons resident outside the jurisdiction of the Courts of Singapore and whether or not the proper law of such other settlement or trust is the law of Singapore and without us being under any further liability to see to the application thereof PROVIDED THAT where the trustee or trustees of such other settlement or trust are Metis, we may effect any such payment or transfer so that the whole or any such part of the Trust Fund is henceforth to be held upon with and subject to the trusts powers and provisions of such other settlement or trust freed and discharged from the trusts power and provisions hereof.

- (d) the power to appropriate the whole or any part of the Trust Fund in its then actual state and condition in or towards the satisfaction of the whole or any part of any share or interest which may become absolutely vested in any Beneficiary and so that any appropriation so made shall be final and binding on all persons interested or who may be interested under the trusts hereof.
- (e) subject as above and if and so far as any part of the Trust Fund or income thereof is not wholly disposed of for any reasons, where the Beneficiaries are natural persons and no such Beneficiaries are living, we shall distribute such part of the Trust Fund or income thereof to the persons entitled to administer the estate of the last surviving Beneficiary in accordance with the succession law applicable to the estate of such Beneficiary and in this regard the Trustee shall keep the Trust Fund invested in the same investments as at the time of the death of the last surviving Beneficiary up until the time of distribution.
- (f) for purposes of Clause 3.1(e), we may pay or transfer any assets comprising the whole or part of the Trust Fund to the personal representatives of the last surviving Beneficiary. We shall not be under any duty to see to the application of such assets and the receipt of such personal representative shall be a full discharge to Metis.
- (g) upon and for the purpose of any distribution or appropriation of the Trust Fund or any part thereof the power to place such value on the Trust Fund or any part thereof as to the trustee shall seem just and proper and any such valuation made in good faith shall be absolutely final and binding on all Beneficiaries hereunder and further upon any such distribution or appropriation to determine to whom specified assets shall be given and to distribute the same subject to the payment of such amounts as may be necessary to adjust the shares of the various Beneficiaries.
- (h) the power to decide any question which may arise as to whether any property or moneys held by it under the trusts hereof constitutes capital or income of the Trust Fund and our decision in this respect shall be conclusive and binding on all persons provided that any shares, stocks, debentures or notes which may from time to time be issued to us and any receipt or profit which is received

- or made by us which receipt or profit is included in the income of the Trust Fund in accordance with any income tax legislation in Singapore from time to time shall be deemed to be income of the Trust Fund notwithstanding that at law it or they may be capital of the Trust Fund unless we shall on or before the date of such issue or profit is made or receipt received declare in writing that the provisions of this sub-Clause shall not operate in relation thereto. In the event of any such declaration being made, the shares, stocks, debentures, notes, receipt or profit in question shall be capital of the Trust Fund notwithstanding that under any income tax legislation in Singapore it or they may be deemed to be income of the Trust Fund.
- (i) the power by deed revocable or irrevocable to revoke alter vary or add to all or any of the trustee's powers and provisions herein declared concerning the Trust Fund or any part thereof or the income or any part thereof for such ends, intents and purposes as Metis may in its sole and absolute discretion from time to time think fit. Any such revocation alteration variation or addition shall be subject in like manner to be revoked altered varied or added to PROVIDED THAT no share of or benefit from or interest in or under the Trust Fund or any part thereof or the income or any part thereof shall by virtue of such revocation alteration variation or addition be acquired by or passed to Metis and PROVIDED FURTHER THAT no such revocation, alteration, variation or addition shall have the effect of divesting or modifying in any way whatsoever the interest of any Beneficiary in income of the Trust Fund, or investments for the time being representing such income or income derived from any such investments, to which such Beneficiary has become absolutely entitled pursuant to the Deed.
  - (j) the power by deed irrevocable to renounce and release any power or powers conferred on us by these Terms and Conditions (including the power of revocation in sub-Clause (i) hereof) in respect of the whole or any part of the Trust Fund or the income or any part thereof and upon such renunciation and release such power or powers shall be deemed to be at an end and no longer exercisable by us to the extent of such renunciation and release.
  - (k) the power by instrument in writing revocable or irrevocable to declare that a date shall be the Vesting Day.
  - (l) the power to invest in its name or under its control all or any moneys for the time being subject to the trusts created under these Terms and Conditions in any one or more of the investments authorised by these Terms and Conditions with power in its sole and absolute discretion either to permit the same to remain as invested or to sell or convert into money all or any of such investments for cash or upon terms (so as to allow a purchaser any time for payment of the whole or any part of the purchase price with or without interest and with or without security) with power at a like discretion from time to time to vary or transpose all or any of such investments for or into others of a nature hereby authorised.
  - (m) the power to make or purchase any such investments for cash or in consideration of an annuity or otherwise and upon such terms and conditions as we shall in its sole and absolute discretion think fit and we may make or purchase any such investment for a sum greater than the amount of the Trust Fund for the time being and may agree to pay for any such investments wholly or in part from any future moneys which may come into its hands, including dividends, profits, interest or other income paid or payable in respect of any such investments or from the carrying on of any trade or business pursuant to these Terms and Conditions.
  - (n) the power to apply the whole or any part of the Trust Fund or the income thereof for the purchase of an annuity or annuities for the benefit of any of the Beneficiaries.
  - (o) the power to decide whether out of the capital or income of the Trust Fund any taxes, expenses, outgoing, losses, debts or obligations due or accruing shall or ought to be paid or borne and our decision in this respect shall be conclusive and binding on all persons.
  - (p) the power to effect, acquire or purchase by way of assignment or otherwise any reversionary or deferred property or rights or any policy or policies of assurance on the life or lives of any one or more of the Beneficiaries or on the life of any other person and to maintain, surrender, exchange, convert, exercise any option under, or otherwise deal with any such policy or policies as if the trustee was absolutely and beneficially entitled thereto.
  - (q) the power to give effectual receipts and discharges for any moneys recovered by or on behalf of Metis or otherwise relating to any of the acts, matters and things provided for in the Deed.
  - (r) the power to exercise all voting rights appertaining to any investments from time to time or for the time being forming part of the Trust Fund in a free and absolute manner as if it were the absolute owner of such investments.
  - (s) in the event of any taxes, whether income taxes, capital gains taxes, wealth taxes or otherwise, or duties, whether probate duties, succession duties or otherwise becoming payable by or being levied against the trustee or any of the Beneficiaries in respect of the Trust Fund or the income thereof the power to pay the same in whole or in part notwithstanding that the trustee is not personally liable and notwithstanding that such taxes or duties are not enforceable.
  - (t) the power to invest, purchase, hold or allow to remain in the name or under the control of some or one only of Metis or of any person or persons as nominee or nominees of Metis the whole or such part of the Trust Fund as Metis shall in its sole and absolute discretion think fit.
  - (u) the power to delegate to any person the right and power to exercise any discretion or power hereby conferred on us and for this purpose to give proxies and powers of attorney (with or without power of substitution) and appoint representatives for voting or acting on behalf of us in relation to any property forming part of the Trust Fund.
  - (v) the power to take such action as we shall think fit for the adequate protection of any part or parts of the Trust Fund and to take and act upon the opinion (given in writing) of any attorney at law or counsel practicing in any country in relation to the interpretation or effect of these Terms and Conditions or any other document or statute or as to the administration of the trusts hereof without being liable to any of the persons beneficially interested in respect of any act done by us in accordance with such opinion provided that nothing in this provision shall prohibit or impede us from applying to any Court if it shall think fit.
  - (w) the power to do all such other things as may be incidental to the exercise of the powers and authorities conferred



on us by these Terms and Conditions.

- (x) the costs, charges and expenses incurred in connection with and incidental to the administration of the trust or otherwise in relation thereto including the remuneration of the trustee provided for and of the investment and reinvestment of any part of the Trust Fund and the collection of income and other sums derivable therefrom shall be charged against the income of the Trust Fund but if such income is insufficient for the purpose then the same shall be charged against the Trust Fund or so much of the Trust Fund as maybe required in addition to the income for that purpose and the trustee shall be entitled to be reimbursed out of the Trust Fund or the income thereof for such costs, charges and expenses as the trustee incurs and pays.

**3.2 Powers of Investment**

Subject to Clause 2.1(f), we may (i) invest any moneys for the time being subject to the trusts created under these Terms and Conditions in such investments as Metis in its sole and absolute discretion thinks fit or (ii) request for your written or online instructions to invest such moneys, including but without limiting the generality of the foregoing in any one or more of the following investments:

- (a) in any one or more of the investments from time to time sanctioned by the laws of Singapore (if any) for the investment of the Trust Funds.
- (b) in payment of premiums on any policy or policies of assurance on the life or lives of any one or more of the Beneficiaries or on the life of any other person and whether or not any such policy shall stand in the name of the trustee.
- (c) in the purchase or acquisition of units or sub-units of any fixed or flexible unit trust or any property-based unit trust.
- (d) on deposit with any bank, company or corporation wherever incorporated or situated and wherever carrying on business and any deposit may be made free of interest to any company or corporation in which the Beneficiaries or any of them shall be shareholders or a shareholder (if) in which any part of the Trust Fund is invested in shares.

**3.3 Appointment and Removal of Beneficiaries**

- (a) You may by deed, at any time and from time to time:
  - (i) appoint up to two (2) natural persons, other than yourself, as Second Tier Beneficiar(ies) at any point in time unless we inform you otherwise; and/or
  - (ii) declare that any Second Tier Beneficiary shall cease to be a Beneficiary of this Trust Plan.
- (b) In connection with the exercise of our power under Clause 3.1(i), we may by deed, with your prior written consent:
  - (i) declare that you shall cease to be a First Tier Beneficiary of this Trust Plan; and
  - (ii) appoint up to two (2) natural persons as First Tier Beneficiar(ies).
- (c) Notwithstanding clauses 3.3(a) and 3.3(b) above, a Beneficiary shall automatically cease to be a Beneficiary of this Trust Plan if the Beneficiary becomes a United States person (as defined by the United States Internal Revenue Code of 1986, as modified or amended from time to time).

**3.4 Indemnity Against Exercise of Reserve Powers**

For as long as we do not have the power to exercise the reserve powers, we shall not be under any duty or

responsibility in relation to the exercise of reserve powers. We shall not be liable or responsible for any loss or damage arising from or in relation to mismanagement default or omission in the exercise or non-exercise of the reserve power save where such loss or damage is due to fraud, willful default or gross negligence on the part of Metis.

**4. OWNERSHIP CLAUSES**

**4.1 Withdrawal**

You may notify us of your wish to make Partial Withdrawal or Regular Withdrawal for distribution in accordance with the following Clause

- (a) For Partial Withdrawal
  - (i) You may make a partial withdrawal via the deduction of Accumulation Units at any time while the Trust Plan is in force by submitting a request to Metis (provided such request is accepted by us). No Exit Charge is payable on such Partial Withdrawal provided that (i) the number of Units to be deducted must aggregate to a dollar value equal to or more than the Minimum Withdrawal Amount, based on the relevant indicative Bid Price; and (ii) the Trust Plan Value does not fall below the Minimum Trust Plan Value. Any such Partial Withdrawal that results in the Trust Plan Value being less than the Minimum Trust Plan Value will effect an encashment in accordance with Clause 4.2 and be subject to Exit Charge in accordance with Clause 7.6.
  - (ii) Withdrawal of Initial Units can only be made after the completion of ICP and after all Accumulation Units have been withdrawn; and will be subject to the Exit Charge.
  - (iii) With respect to sub-clauses (i) and (ii) above, the number of Units to be deducted, as requested by you (and provided such request is accepted by us), will be subject to the relevant Bid Price for computation of the withdrawal value.

- (b) For Regular Withdrawal
 

You may make a series of fixed amount withdrawals on a regular basis at any time while the Trust Plan is in force and after CPT by submitting a request to Metis (provided such request is accepted by us). The amount must be equal to or more than the Minimum Withdrawal Amount. The amount you wish to withdraw will be deducted equally from all Assets held in the Accumulation Account, or in such a manner as we may in our sole and absolute discretion deem fit. Due to market movements, even if specified, there may be a discrepancy in the actual amount withdrawn.
- (c) For the purposes of this Clause, the Minimum Withdrawal Amount is stated in the table below and we reserve the right to change this amount from time to time.

**Table 4.1: Minimum Withdrawal Amount**

Plan Currency	USD	HKD	SGD
Minimum Withdrawal Amount	1,000	8,000	1,400

**4.2 Encashment**

You may obtain the Encashment Value by way of full withdrawal at any time while the Trust Plan is in force by submitting a request to Metis (provided such request is accepted by us), subject to the following provisions:

- (a) Any Exit Charge due and any outstanding Trust Plan charges (as imposed by Clause 7), will be deducted from the Trust Plan Value for encashment within CPT.
- (b) Once the Encashment Value has been paid, we will not accept any further Contributions nor will we pay any further benefits. The Trust Plan will terminate and the trust under the Deed will vest automatically. The Beneficiaries will have no further rights to benefits or options under the Trust Plan.
- (c) We will pay out and distribute the Encashment Value or Withdrawal sum in USD or in the requested Currency (subject to our sole and absolute discretion) by electronic transfer, within 60 calendar days after the Valuation Day, provided we have received the settlement proceeds from the manager, issuer or dealer of the relevant Asset.
- (d) In exceptional circumstances, such as extreme stock market closure or to protect the interests of others, payments from a Trust Plan may be delayed by Metis. In the event that this happens, we will do our best to minimize the delay and keep you informed of the likely length of delay.
- (e) As the Settlor, you must meet the cost of payment. No interest is payable in respect of the Encashment Value whatsoever.

#### 4.3 Reinstatement

- (a) You may apply to us to reinstate the Trust Plan if: (i) the Trust Plan is no longer in effect (i.e. it has lapsed) pursuant to Clause 6.6; or (ii) the Trust Plan is in Contribution Holiday or Paid-Up status pursuant to Clause 6.7. We may, in our sole and absolute discretion, permit the reinstatement of the Trust Plan provided you apply to us to reinstate the Plan before CPT by using our appropriate application form and you meet all specified requirements in effect at that time.
- (b) Where the Trust Plan is no longer in effect (i.e. it has lapsed) pursuant to Clause 6.6, you will not be able to reinstate the Trust Plan unless you have made payment of all due or outstanding Contributions and any other relevant amounts that should have been paid if the Plan had been in effect throughout and not lapsed. Any Extra Allocation which were deducted previously will be reinstated to the Plan.
- (c) Where the Trust Plan is in Paid-Up status pursuant to Clause 6.7, the Paid-up status will cease and the Paid-Up Charge will stop once you resume paying all relevant Contributions as they fall due.
- (d) No reinstatement is allowed if the Trust Plan has been terminated or after the Vesting Day.

#### 4.4 Trust Plan CPT Maturity

After the Trust Plan CPT Maturity Date, no Contributions will be accepted and you have following choices:

- (a) Keep the Trust Plan at Maturity:
  - (i) The Trust Plan will be kept in force as long as the Trust Plan Value exceeds the Minimum Trust Plan Value.
  - (ii) All Exit Charges are waived, but Administration Charge as set out in the Clause 7.3 will continue to apply.
- (b) Encashment in accordance with Clause 4.2.

### 5. BENEFIT CLAUSES

#### 5.1 Extra Allocation during the ICP

- (a) We may in our sole and absolute discretion provide Extra

Allocation during the ICP to the Trust Plan from time to time. We may decide in our sole and absolute discretion, while the Trust Plan is in effect, extra Units (“**Extra Allocation**”) will be credited to the Trust Plan upon our receipt of each payment in cleared funds of Regular Contribution/Additional Regular Contribution during the relevant ICP.

- (b) Currently, if there is Extra Allocation to the Trust Plan, the Extra Allocation percentage will vary depending on the average monthly Contribution and the CPT as set out in the table below:

**Table 5.1: Extra Allocation in Percentage Terms**

CPT (Years)	Average Monthly Contribution (USD)		
	300 - 599	600 - 999	1,000 or above
5 to 9	0%	0%	0%
10 to 18	0.3 x CPT	0.4 x CPT	0.5 x CPT
19 to 25	0.8 x CPT	0.9 x CPT	1.0 x CPT
26 to 30	1.3 x CPT	1.4 x CPT	1.5 x CPT

- (c) The Extra Allocation will be credited by notionally allocating additional Initial Units to the Trust Plan based on the relevant Offer Price and in accordance with our latest record of your Asset Choice selection.
- (d) If the Regular Contribution or any Additional Regular Contribution is not punctually paid in full as it falls due for a continuous period of three months during the relevant ICP, the Trust Plan will be deemed lapsed and the Extra Allocation paid previously in respect such Regular Contribution and Additional Regular Contributions (as the case may be) will be cancelled or deducted from the relevant Initial Account.

#### 5.2 Trust Plan Fee Refund

After the Trust Plan CPT Maturity Date, 100% of Trust Plan Fee that you have paid during the whole CPT will be refunded to you. Such refund is only applicable for Trust Plan with a CPT of 10 years or more and subjected to the following:

- (a) on the Trust Plan CPT Maturity Date, the Trust Plan Value is not less than the Minimum Trust Plan Value; or
- (b) during first 10 years of CPT:
  - (i) all Regular Contribution due has been fully paid;
  - (ii) there has not been any Contribution Holiday; and
  - (iii) the Regular Contribution has not been reduced.

Notwithstanding anything herein contained, no trust Plan Fee will be refunded if the Trust Plan is terminated before the Trust Plan CPT Maturity Date.

Any Trust Plan Fee to be refunded pursuant to this Clause 5.2 will be paid within one month after the Trust Plan CPT Maturity Date by notionally allocating additional Accumulation Units to the Trust Plan based on the relevant Offer Price and in accordance with our latest record of your Asset Choice selection.

### 6. CONTRIBUTION CLAUSES

All Contributions made by the Settlor or the Named Beneficiary (where applicable) will be held by us on Trust. We are not obligated to ensure that the Settlor or the Named Beneficiary makes the requisite Contributions. We are entitled to reject any Contribution where we have concerns about the source or legitimacy of any Contribution, including but not limited to when the Settlor or Named Beneficiary (where the Named Beneficiary makes any Contribution) is listed as a dishonest person by the China Supreme People’s Court, and clauses 2.5(c), 5.1(d), 6.6, and 6.7 shall be suspended for as long as our rejection is in force.

The Regular Contribution, Additional Regular Contribution and Additional Single Contribution (if any), together with the relevant Extra Allocation (if applicable), after the deduction of the charges imposed by Clause 7 (if applicable):

- (a) will be used for the purchase of Units on the Valuation Day immediately following the day upon which
  - (i) Contributions are received, cleared and confirmed by our bank; and
  - (ii) our internal processing of Contributions is completed according to our latest record of your Asset Choice selection; or
- (b) where it is not reasonably possible to purchase Units on such Valuation Day, the relevant portion of the Contribution amount will be held in the relevant Holding Account until the next Valuation Day when it is possible to purchase Units.

**6.1 Regular Contribution**

- (a) All Regular Contributions are due at such times and in such Plan Currency as specified and agreed in the Trust Plan Schedule from the Trust Plan Commencement Date until the Trust Plan CPT Maturity Date. The minimum Regular Contribution by frequency and currency is shown in the following table. At the moment, there is no upper limit for Regular Contribution but we reserve our right to prescribe a limit. All payments must be made into our Holding Account opened with a custodian bank through your selected payment channel. We reserve the right to change the minimum Regular Contribution amount from time to time to reflect inflation and operation costs.

**Table 6.1: Minimum Regular Contribution**

Currency	Monthly	Quarterly	Semi-Annually	Annually
USD	1,000	3,000	6,000	12,000
HKD	8,000	24,000	48,000	96,000
SGD	1,400	4,200	8,400	16,800

- (b) Payment methods are determined by us at the time of processing and set out in our application documents provided to you. The cost of payment must be met by you.

**6.2 Additional Single Contribution**

- (a) You may increase your Contribution to the Trust Plan by making an Additional Single Contribution.
- (b) There is no limit to the number of Additional Single Contributions that you may make.
- (c) Additional Single Contributions can only be added to an existing Trust Plan at any time before Trust Plan CPT Maturity Date when the Trust Plan is in force but cannot be accepted as standalone plans. Additional Single Contributions should be separated from any Regular

Contributions.

- (d) The minimum Additional Single Contribution is set out in the following table.

**Table 6.2: Minimum Additional Single Contribution**

Currency	USD	HKD	SGD
Amount	10,000	80,000	14,000

- (e) Additional Single Contribution can be paid by electronic transfer or any other methods accepted by us. Payment through credit card is not accepted.
- (f) Additional Single Contribution will be allocated to purchase Units in accordance with our latest record of your Asset Choice selection.

**6.3 Additional Regular Contribution**

- (a) You may increase your Contribution to the Trust Plan by making Additional Regular Contributions provided that you continue to make your Regular Contributions.
- (b) There is no limit to the number of Additional Regular Contributions that you may make.
- (c) Each Additional Regular Contribution must take effect at least five years before the Trust Plan CPT Maturity Date.
- (d) The frequency and payment method of each Additional Regular Contribution must follow the Regular Contribution of the Trust Plan. The minimum Additional Regular Contribution by frequency and currency is shown in the following table.

**Table 6.3: Minimum Additional Regular Contribution**

Currency	Monthly	Quarterly	Semi-Annually	Annually
USD	200	600	1,200	2,400
HKD	1,600	4,800	9,600	19,200
SGD	280	840	1,680	3,360

- (e) Each Additional Regular Contribution will have its own ICP that is determined by the CPT of the relevant Additional Regular Contribution and an Exit Charge will be imposed upon termination of the Trust Plan and/or non-payment of the relevant Additional Regular Contribution during the relevant ICP.
- (f) Additional Regular Contributions will be allocated to purchase Units in accordance with our latest record of your Asset Choice selection.
- (g) Any Additional Regular Contributions will cease in the event of non-payment of your Regular Contributions beyond the Grace Period (if any).

**6.4 Reducing Regular Contribution and Additional Regular Contribution**

- (a) You may reduce your Regular Contribution once, provided that (i) your Regular Contribution shall be not less than the Minimum Regular Contribution as shown in Table 6.1 and (ii) any reduction of your Regular Contribution takes place after the ICP of your Regular Contribution and (where applicable) the ICP of your Additional Regular Contribution.
- (b) You may reduce your Additional Regular Contribution once, provided that (i) your Additional Regular Contribution shall be not less than the Minimum Additional Regular Contribution as shown in Table 6.3 and (ii) any reduction of your Additional Regular Contribution takes place after the ICP of your Regular Contribution

and the ICP of your Additional Regular Contribution.

### 6.5 CPT and ICP

- (a) At the outset you select a CPT to match the financial objectives for the Trust Fund. The minimum CPT is five years, and the maximum is thirty years, provided the age of the Settlor or the age of the youngest Settlor, as the case may be, is not more than 80 on the next birthday after the Trust Plan CPT Maturity Date.
- (b) The ICP is determined by the CPT of the Trust Plan as shown in the table below. For the purposes of determining the ICP of an Additional Regular Contribution, each incomplete year in the CPT will be rounded down to a complete year. To illustrate, a CPT of 11 years and 1 month will be regarded as 11 years for the purposes of determining the ICP of an Additional Regular Contribution.

**Table 6.5: Initial Contribution Period based on the Contribution Payment Term**

Contribution Payment Term (CPT)	Initial Contribution Period (ICP)
5 to 9 years	First 15 months
10 to 18 years	First 18 months
19 to 25 years	First 24 months
26 to 30 years	First 30 months

### 6.6 Non-payment Contribution

The following events will take place in the event that any Contribution committed during ICP is not paid in full within 3 months from the date when they fall due:

- (a) The Plan will be deemed to be no longer in effect (i.e. lapsed). You will not be able to make any Asset switching until the payment of all due or outstanding Contributions or other amounts has been made.
- (b) After the Plan is deemed to be no longer in effect for 12 months, we will terminate the Plan in accordance with Clause 2.5 and distribute the Encashment Value (if any) to the Beneficiaries. Upon such payment, all of our obligations under the Plan shall cease and the Trust Plan will be automatically terminated.
- (c) You may apply for Reinstatement of the Plan in accordance with Clause 4.3, before the Plan is terminated.

### 6.7 Contribution Holiday for Non-Payment of Contribution after ICP

The following events will take place in the event that any Regular Contribution and/or any Additional Regular Contributions committed after ICP is not paid in full within 30 calendar days from the date when they fall due:

- (a) The Trust Plan will be in Contribution Holiday status automatically. This will not affect the remaining Contribution Payment Term.
- (b) After the Trust Plan has been in Contribution Holiday status for 24 months, the Trust Plan will become Paid-up and a Paid-Up Charge will be levied on the Trust Plan subject to Clause 7.5.
- (c) The Trust Plan will remain in Paid-up status until it is terminated or reinstated pursuant to Clause 4.3.
- (d) While the Trust Plan is in Paid-up status, any relevant charges as set out in Clause 7 will continue to be payable.
- (e) If the Trust Plan is insufficient to cover the Trust Plan charges or the Encashment Value of the Trust Plan is less

than USD100/ HKD800/SGD140, the Trust Plan will be terminated without value and all benefits will cease.

### 6.8 Changing Contribution Frequency

Regular Contribution can be paid on a monthly, quarterly, half-yearly or annual basis. The frequency of the Regular Contribution may be changed with our consent and subject to such conditions as we may wish to impose, with such change to take effect at the next anniversary of the Trust Plan Commencement Date.

Additional Regulation Contribution, if any, must follow the contribution frequency of Regular Contribution.

## 7. CHARGES CLAUSES

There are charges payable to us for providing and administering the Trust Plan. Details of such charges are described below.

### 7.1 Trust Plan Fee

A monthly fee of USD 7 or equivalent amount (please refer to the Exchange Rate Table in Clause 2.3(d) if the contribution currency is not in USD) shall be charged by deducting the relevant amount from the Contributions before purchase of Assets in accordance with our latest record of your Asset Choice selection during the ICP. After the ICP, the monthly fee of USD 7 or equivalent amount shall be paid by cancelling the Units allocated in the Accumulation Account.

This fee is applicable for the entire duration of the CPT. If the Trust Plan is in "Contribution Holiday" or "Paid-Up" status, this fee shall be charged by deducting the Units in the Accumulation Account. If there is not enough Units to be deducted, this fee will be accrued and then be:

- (a) collected from the Contributions when further Contributions are made;
- (b) charged to the Encashment Value upon termination of Trust Plan; or
- (c) deducted from the Account Units upon maturity of CPT, whichever is applicable.

### 7.2 Trust Settlement Charge

(For Regular Contribution and Additional Regular Contribution only)

The current Trust Settlement Charge is charged on the Regular Contribution and any Additional Regular Contribution in the Initial Account for the entire duration of the CPT. This charge shall be paid upfront for the whole CPT and will be deducted during its relevant CPT of the relevant Initial Account by cancelling the units to be allocated for the Initial Account. The monthly Trust Settlement Charge is 0.52% of the Initial Account value at month end and is payable as at the first calendar date of the following month.

Upon receiving the completed application, Metis will conduct its Know Your Client, Anti-Money Laundering and Due Diligence. The Trust Settlement Charge is for our obligations throughout ICP once the Trust Plan is in force and the respective Contribution within ICP is verified by Metis. Metis will recognize the non-refundable upfront Trust Settlement Charge after verifying the Contribution received.

In terms of deduction of this charge in notional units, it will be accrued and deducted on a monthly basis.



### 7.3 Administration Charge

- (a) A monthly charge will be imposed on the Accumulation Account based on its value at month end and is payable as at the first calendar date of the following month. This charge is applicable until the termination of the Trust Plan and shall be paid by cancelling the Units in the Accumulation Account. The current Administration Charge is set at 0.12% per month.
- (b) If the Units in the Accumulation Account are insufficient for such deductions, then the deduction will be made from the Initial Account.

### 7.4 Contribution Charge (for Additional Single Contribution only)

The current charge for each Additional Single Contribution is 5% of the Additional Single Contribution made. This is a one-off upfront charge for each Additional Single Contribution to the Trust Plan.

### 7.5 Paid-Up Charge

- (a) The current Paid-Up Charge is 0.02% per month of the Initial Account Value at month end and is subject to Clause 7.6.
- (b) It is payable in arrears by cancelling the Units in the Initial Account or the Accumulation Account (as the case may be).

### 7.6 Exit Charge

- (a) An Exit Charge is chargeable upon (i) Termination as per Clause 2.5 within CPT and (ii) non-payment of Additional Regular Contribution within the ICP of the Additional Regular Contribution.
- (b) The Exit Charge Rate is 100% in the first year of any Contribution. Subsequently, the Exit Charge Rate is dependent on the number of remaining year(s) in the CPT with respect to the Trust Plan CPT Maturity Date. Please refer to the table below for the applicable Exit Charge Rate. For the purposes of determining the Exit Charge Rate, each incomplete year remaining in the CPT will be rounded up to a complete year. To illustrate, a remaining CPT of 11 years and 1 month will be regarded as 12 years for the purposes of computing the Exit Charge Rate.

**Table 7.6: Exit Charge Rate**

Remaining years in CPT	Exit Charge Rate	Remaining years in CPT	Exit Charge Rate	Remaining years in CPT	Exit Charge Rate
30	100	20	74	10	50
29	90	19	71	9	47
28	88	18	69	8	44
27	86	17	66	7	40
26	84	16	64	6	35
25	83	15	62	5	30
24	81	14	60	4	25
23	80	13	58	3	20
22	78	12	56	2	15
21	76	11	54	1	8

- (c) The Exit Charge is equal to (i) the applicable Exit Charge Rate multiplied by (ii) the Initial Account Value in respect of the Initial Units purchased by the Contribution as at

the date the Units are cancelled.

- (d) The Exit Charge will be imposed by cancelling Units in the Initial Account purchased with the Contribution contributed during the ICP of the Contribution.

### 7.7 Switching Fee

There is currently no switching fee for changing Asset Choices. However, we reserve the right to introduce and revise this from time to time. We will not impose a switching fee in the event of an involuntary investment switch where we close a relevant Asset.

### 7.8 Charges within the Asset

Asset charges are dependent on Asset Choice and based on the range of Assets available in our International Asset Selection. For further information please refer to the individual Asset prospectus, published by the respective Asset Manager / Issuer / Dealer.

#### 7.8.1 Annual Management or Storage Charge

This charge is determined by the Asset Managers / Issuer / Dealer and may be varied from time to time. This charge may be charged directly from the Asset and reflected in the relevant Unit prices; otherwise, you may be required to pay this charge separately.

#### 7.8.2 Bid-Offer Spread

'Offer Price' is the price you pay for a Unit to be allocated to the Plan. The 'Bid Price' is the price at which we cancel a Unit from the Trust Plan. The difference between the offer price and bid price in a Fund or Structured Product or Commodity is the bid-offer spread which is effectively a charge which you pay to the Fund Manager, or Product Issuer or the Commodity Dealer, the spread will vary among different Funds and Structured Products and Commodity.

- (a) Currently for all Funds in the International Asset Selection, the Bid-Offer spread is nil. Details of each Fund under the Trust Plan can be found from prospectus of the Fund. However, there may be Bid-Offer spread for the Structured Products and Commodity and the actual charges will be subject to the announcement of the product details of each Structured Product or Commodity dealer.
- (b) We reserve the right to charge a Bid-Offer Spread which reflects the redemption charge applied by the corresponding Fund Managers or Product Issuer or Commodity dealer if and when they amend their charging structure.

#### 7.8.3 Early Redemption Charge

This charge is determined by the Asset Managers / Issuers / Dealers and may vary across different Assets. The charge may be applied when you redeem or switch out from the Assets within the required holding period, if any. For further information, please refer to the fact sheet and/or prospectus of the respective Assets published by the Asset Managers / Issuers / Dealers.

### 7.9 Asset Portfolio Management Fee / Servicing and Consulting Fee (if Applicable)

- (a) If you choose to appoint a Portfolio Manager or an Advisor there may be an asset portfolio management fee or a servicing and consulting fee. The fee is optional and is to be agreed between you and your appointed third party Portfolio Manager or an Advisor. You will be responsible



for the payment of this fee.

- (b) If applicable, the asset portfolio management fee or the servicing and consulting fee will be paid to the Portfolio Manager or Advisor by Metis on behalf of the Trust Fund in the first instance, and reimbursed to Metis as follows:
  - (i) Metis will be entitled to cancel such number of Units as necessary from the Accumulation Account and transfer such Units to [Metis’s fee collection account];
- (c) If the Units in the Accumulation Account are insufficient to reimburse Metis in full, then Metis shall be entitled to be reimbursed for any shortfall from the Initial Account in the same manner as Clause 7.9(b)(i).

**7.10 Other Charges (if Applicable)**

Any fees or transmission charges otherwise incurred as a result of or in respect of the Trust Plan will be paid by cancellation of Initial Units or the Accumulation Units

**7.11 Revision of Charges**

We reserve the right to vary the charges contemplated under Clauses 7.1 to 7.7 by giving you not less than three months’ prior notice in writing, or such other period of notice in compliance with the relevant regulatory requirements.

In the event that the relevant Asset Manager / Issuer / Dealer or Advisor varies the charges or imposes new fees under Clauses 7.8 to 7.10, we will notify you in writing of such changes within 30 Business Days of us being notified of such changes by the relevant Asset Manager / Issuer / Dealer.

**8. ASSET CLAUSES**

Your selection of Assets (“Asset Choice”) includes the Funds which are listed in our International Asset Selection and this list is subject to amendment by us from time to time. We will not be responsible for any loss that you may suffer or incur as a result of or in connection with such information.

The risks relating to your investment decisions and any change in market value of the Trust Plan are borne by you under this reserved power trust. You are advised to take due and careful consideration of those decisions and obtain the independent

advice which you may consider necessary in entering into the Deed and making decisions under the Trust Plan.

The allocation of each Contribution in relation to each Asset Choice within the Trust Plan must be equal to or more than the minimum limit required by the Plan Currency concerned and such minimum limit for different Plan Currencies is shown in the following table:

**Table: 8 Minimum Contribution for each Asset Choice Required for Different Plan Currencies**

Frequency \ Currency		USD	HKD	SGD
		Monthly	200	1,400
Regular Contribution	Quarterly	600	4,200	840
	Semi-Annually	1,200	8,400	1,680
	Annually	2,400	16,800	3,360
Single Contribution		2,000	16,000	2,800

If any Asset is valued in a currency other than the Valuation Currency, its value will be converted into the Valuation Currency at the prevailing exchange rates (as determined by us in our sole and absolute discretion).

**8.1 Assets**

Whilst we may provide information relating to your Asset Choices investment object, dealing day, intended investment, investment restrictions, duties and charges, we will not be responsible for any investment performance of this Asset(s).

We, as Trustee will purchase, hold or sell, or do so through a nominee, Units in the Trust Plan Account in accordance with our latest record of your Asset Choice selection. In this regard and for the avoidance of doubt, we will transact with the relevant third parties as a principal and not as your agent. You understand that the Units will be registered in the name of Metis or a nominee designated by us. For the purpose of valuation of the Trust Plan, the allocation of Units of an Asset to reflect the Asset Choices of the Trust Plan is notional.

The return on your Asset Choice may be lower than the return on the Assets due to charges in respect of the Trust Plan. The individual Notional Unit holding can be separately identifiable under the Trust Plan record on the Metis administration system. You can at any time request a valuation of these Notional Units, which will be based on the latest available Unit price provided by the respective Fund Managers / Issuers / Dealers.

**8.2 Units**

Notwithstanding any other provision of the Deed, we shall not be held responsible for any delay or failure to purchase or dispose of any Units for the Trust Plan if the failure or delay is due to or caused by events or circumstances beyond our control including, without limitation, public holidays in the places in which our custodian bank or any of the Assets or their Asset Managers / Issuers / Dealers or Outsourced Service Agents/Contractors are located.

A transaction request received by Metis at or before the cut-off time on a Business Day will be processed according to the Unit Prices of the Assets and prevailing exchange rates (as determined by us in our sole and absolute discretion) on the next appropriate Valuation Date following the date Metis accepts the request (T+1). Any transaction request received after the cut-off time on any day will be processed as if the transaction request was received by Metis on the next

Business Day. We have the right to change the cut-off time at any time at our sole and absolute discretion.

### 8.2.1 Allocation of Units

Units (“**Initial Units**”) purchased with Regular Contribution and Additional Regular Contribution within their ICPs will be allocated to the Initial Account; including Extra Allocation, if any. Units (“**Accumulation Units**”) purchased with Regular Contribution and Additional Regular Contribution after ICP and/or Additional Single Contribution (made anytime) will be allocated to the Accumulation Account; including Loyalty Bonus, if any. All Initial Units will be transferred into the Accumulation Account upon the end of CPT.

### 8.2.2 Cancellation of Units

All relevant fees and charges payable under the Trust Plan are paid by cancelling sufficient Units in the Trust Plan Account as per Clause 7. The number of Units to be cancelled will be calculated at the Bid Price of the Asset at the next appropriate Valuation Day or by using the prices available to us and such Units will be cancelled in accordance with our latest record of your Asset Choice selection.

### 8.2.3 Dealing in Units

Metis and entities associated with us and any of its officers, directors and employees and any other person, whether or not acting for itself, may purchase, hold or sell, or do so through a nominee, Units, with the same rights as it would have had if the Trustee were not acting as Trustee and shall be entitled to retain and shall not in any way be liable to account to you or any other person for any profit made or share of brokerage or commission or remuneration, rebate or other amount or benefit received thereby or in connection therewith.

## 8.3 Asset Switch

While the Trust Plan is in effect, you may apply to switch Units from any Asset to another Asset listed in the International Asset Selection, subject to dealing guidelines notified to you by Us from time to time. You may make any number of switches provided that the amount to be allocated on each Contribution in relation to each Asset Choice within a Trust Plan must be equal to or more than the Minimum Allocation and in accordance with the following Clauses:

- (a) We only accept instructions for asset switches in a percentage which can be expressed in whole numbers. In this event, the same proportion of both Initial Units and Accumulation Units will be cancelled, if no specific instruction has been given
- (b) Following a switch, future Contributions will continue to be allocated in accordance with our latest record of your Asset Choice selection.
- (c) In the event that the Account Units representing one Asset Choice are switched to Units representing another Asset Choice, the relevant charges due to be paid by the old Units will be paid by the newly created Units instead.
- (d) If the Units to be sold are denominated in a different currency to the Units to be purchased, we will convert the sale proceeds into the currency of the Asset in which Units are to be purchased at the prevailing exchange rates (as determined by us in our sole and absolute discretion) at the time of conversion before purchasing the relevant Units.
- (e) The Asset Choice switching will also be subject to any other administrative rules determined by Metis from time to time.
- (f) We may, upon giving you not less than three months’

notice or such other period of notice in compliance with the relevant regulatory requirements, impose a charge for Asset switches and/or limit the number of Asset switches. However, we will not impose this fee in the event of an involuntary Asset switch where a fund manager closes a relevant Fund or terminate or cease to subscribe for a Structured Product or cease to own a Commodity.

## 8.4 Holding Account

Metis maintains a Holding Account to hold monies temporarily where it is not possible to invest new Contributions or switch proceeds immediately into the target Asset Choice, due to dealing frequency or time lag between Asset switching. We will endeavor to allocate the relevant Units to the Initial Account or Accumulation Account as soon as possible. The Holding Account is under custody by our custodian bank.

## 8.5 Excess Cash Account

Metis maintains an Excess Cash Account to hold the excess contributions paid by the Settlor (or the payer of the contribution nominated by the Settlor) during the CPT. The excess contributions in the Excess Cash Account can only be withdrawn upon full encashment of the Trust Plan. No interest will be credited in the Excess Cash Account.

## 8.6 Redirection of Future Contribution

Future Contributions can be redirected to another Asset Choices, without the need to switch existing holdings.

- (a) You may make an application to us at any time to redirect your future contribution to a new Asset Choices provided that the Minimum Allocation per Asset is met in respect of the new Asset Choices.
- (b) To apply for the redirection, you must submit the relevant application form or (provided you have applied for such online services in advance) access the online redirection function and submit the application via our website. Each redirection instruction must specify the proportion of allocation for each Asset Choice, and we will only accept instructions for redirection in a percentage which can be expressed in whole numbers for each allocation. The redirection will take effect at the date when we allocate the next Contribution.

## 8.7 Dividend

In the event that a dividend is paid out of an Asset, we may calculate the amount which you are entitled to and at our sole and absolute discretion pay the dividend to the Trust Fund. The dividend will be reinvested in accordance with our latest record of your Asset Choice selections within one month of the receipt of the dividend amount.

However, if the Trust Plan is terminated between the dividend declaration and payment dates, only dividend payments of more than USD100/HKD800/SGD140 will be paid to the Trust Fund. If the dividend payment is less than or equal to USD100/HKD800/SGD140, it will be retained by us as an administrative services charge.

## 8.8 Temporary Suspension of determination of unit price

Metis may at its sole and absolute discretion suspend the purchase, sale or valuation of the Units under the following circumstances:

- (a) when dealings in any Assets have been suspended;
- (b) when any of the recognized stock exchanges or markets

on which the Unit Prices are quoted is closed (other than during the normal closing hours or days) or has restricted dealings;

- (c) when the Asset Manager / Issuer / Dealer is unable to repatriate money, or considers that any transfer of money for purposes of completing the purchase or sale of Units under the Trust Plan is not possible at the prevailing exchange rates (as determined by us in our sole and absolute discretion);
- (d) the remittance or repatriation of proceeds which will or may be involved in the realization of any investment or assets, or the cancellation of Units is delayed or cannot, in the opinion of Metis, be carried out promptly at the prevailing exchange rates (as determined by us in our sole and absolute discretion).
- (e) when an instruction to purchase or sell is not given according to the terms of the Trust Plan; and/or
- (f) any other circumstances under which calculation of fair and accurate Unit Prices is not possible.

### 8.9 Asset Closure/Merge/Division

- (a) We may at any time close or cease to offer an Asset or cease to effect the allocation of Units to any Asset or any Asset switch to any Asset, for example, if:
  - (i) the Asset ceases to be quoted on a recognized stock exchange or market or otherwise becomes closed to further investments;
  - (ii) the Asset is closed, merged or divided by Asset Manager / Issuer / Dealer in his discretion due to any change in circumstances, laws, regulations, government policies, currency or capital controls, political developments, restrictions in foreign investments, or that the investment plan or objective of the Asset is hard to realize or the fund size is lower than the minimum required as shown in the prospectus; or
  - (iii) Metis' investment in any of the Asset falls below a level such that administration of such Asset is no longer economically viable. Before we take any action as permitted by Clause 8.9(a), we will give you not less than one month' prior written notice or such other shorter period of notice (if we do not consider that it is practical to give one month notice). In such event, we may transfer all Units in an Asset to another Asset having the same or similar investment objectives (if possible) at our sole and absolute discretion.
- (b) If the Units are redeemed before or upon our sending to you the Closure Notice, the proceeds will be kept in the Holding Account. Upon receipt of the Closure Notice, you may provide written instruction to us within the period stated in the Closure Notice and on receiving such timely instruction from you, we will utilize the proceeds from redemption to purchase Units in other Assets in accordance with your written instructions.
- (c) If you do not instruct us within the period stated in the Closure Notice, we may purchase Units in one or more alternative Assets which we will select on behalf as specified in the notice. If the purchase of Units in one or more alternative Assets is not possible or is, in our opinion, disadvantageous to the Trust Fund, we will keep the proceeds from redemption in the Holding Account.
- (d) The purchase and sale of Units will be based on the Unit Price of the respective Assets.
- (e) If your existing instruction for the allocation of Asset Choices includes any allocation to an Asset which we

have closed or shall close, when you make any Additional Regular Contribution or Single Contribution, you must change your instruction to exclude such an Asset; otherwise, we will allocate your Additional Regular Contribution or Single Contribution to such other Assets as we consider, in our sole and absolute discretion, appropriate.

## 9. FATCA

Under the U.S. Foreign Account Tax Compliance Act, or FATCA, all non-United States entities in a broadly defined class of financial institutions (FIs), are required to comply with an expansive documentation and reporting regime, or, beginning from July 1, 2014, be subject to a 30% United States withholding tax on certain U.S. payments constituting "withholdable payments" (beginning in 2017, a 30% withholding tax applies to gross proceeds from the sale of assets which could produce withholdable payments and foreign passthru payments). Certain passive non-U.S. entities which are not FIs are required to either certify they have no substantial U.S. beneficial ownership or report certain information with respect to their substantial U.S. beneficial ownership, or, beginning from July 1, 2014, become subject to the same 30% U.S. withholding tax as described above. The reporting obligations imposed under FATCA generally require FIs to obtain and disclose information about certain Customers to the United States Internal Revenue Service (IRS).

The impact of FATCA on FIs in a specific country may be modified by an intergovernmental agreement (IGA) between the United States and that country. The United States has entered into an IGA with Singapore (Singapore IGA).

A Singapore IGA should apply to Metis as it is resident in Singapore. Under the Singapore IGA, we are obligated to apply prescribed due diligence procedures, and report "U.S. Accounts" and account information with respect to "Nonparticipating Foreign Financial Institutions (non-participating FFI)" to the IRS.

You may be requested to provide a self-certification or other documentation to Metis in order to establish your tax residence. Furthermore, if there is any change in circumstances that would affect your tax residence statuses or there is reason for us to know that the self-certification is incorrect or unreliable, a new self-certification and/or additional documentation may be required from you.

In order to comply with FATCA and in accordance with any local or foreign law, legislation or regulation and/or to satisfy Metis' reporting obligations, Metis may gather, store, use, process, disclose and report to any such tax authority any personal information that is provided to us.

Metis reserves the right to request and you have the obligation to provide to us additional documentary evidence to validate the U.S. or non-U.S. status for FATCA purposes by us during the course of relationship.

If you fail to provide Metis with any of the necessary information or to take action as is specified by us in the Application Form or related documents provided by Metis within the time period specified, we shall be entitled to reach whatever conclusions we consider to be appropriate and we reserve the right to terminate the Trust Plan or classify the

Trust Plan as "non-consenting" or "non-participating FFI" or execute withholding and reporting under FATCA regulations.

It is agreed and appropriate for Metis or our subsidiaries/affiliates to collect any information related to the application and processing of the Trust Plan. It is further agreed to the sharing of the above information, together with any other information collected by us in respect of the Trust Plan, with its subsidiaries/affiliates and also with the relevant government/tax authorities, based on the relevant tax requirements and subject to all applicable laws and regulations. The above process together with the related data processes may involve a transfer of information outside Singapore and may also involve the transfer of data through intermediaries, service providers, counterparties or government bodies/ authorities. If a payee or any third-party information is involved in any of the transfer, you have to obtain all necessary consent from all such relevant parties in providing the above.

## 10. COMMON REPORTING STANDARD

The Organization for Economic Co-operation and Development's ("OECD") Common Reporting Standard ("CRS") sets forth a globally-coordinated approach to the disclosure of information of individuals and organizations. The CRS defines new due diligence, Know Your Client/ Anti-Money Laundering and reporting rules for Financial Institutions which Singapore enacted in the Income Tax (International Tax Compliance Agreements) (Common Reporting Standard) Regulations 2016 (CRS Regulations).

Financial institutions covered by the CRS and the CRS Regulations include licensed trustee companies.

To comply with its obligations under the CRS and the CRS Regulations, we will be required to collect certain information and/or documents from you, and confirm their currency and accuracy with you, from time-to-time. You agree that you will provide all information and documentation that may be requested by us from time to time.

We will be required to report and share information regarding you and your accounts with the Inland Revenue Authority of Singapore who may, in turn, share this information with tax authorities in other jurisdictions.

## 11. Other provisions

Metis shall not be liable for losses of any kind which may be incurred as a result of or in respect of the provision of the Plan by Metis in accordance to your instructions or the Deed unless due to the gross negligence or willful default of Metis or any other person appointed or employed by it.

You and the Named Beneficiary shall indemnify Metis and any person appointed or employed by it against all claims, liabilities, damages, losses, costs and expenses of any kind which may be incurred by any of them and all actions or proceedings which may be brought by or against any of them in connection with the provision of the Trust Plan and/ or as a result of any default by you in the performance of the Deed unless due to the gross negligence or willful default of Metis or any other person appointed or employed by it; and this indemnity shall continue notwithstanding the termination of the Deed.

Any information provided by Metis should not be construed as an offering or solicitation to sell in any jurisdiction to any person to whom it is unlawful to make such an invitation or solicitation in such jurisdiction. Neither the Trust Plan nor any information contained herein has been reviewed, approved by or registered with any regulatory authority in any jurisdiction.

Metis holds a trust business license issued by the Monetary Authority of Singapore (MAS). Unless otherwise stated in this Trust Plan, any action undertaken by Metis in relation to the management and administration of this trust, including but not limited to the investments, is undertaken by Metis in its capacity as the trustee of this trust under its trust business license.

Eligibility for the participation in the Trust Plan is subject to final determination and acceptance by us.

Materials on these pages are not intended for use by persons in jurisdictions which restrict the distribution of these materials. Persons accessing these pages are required to inform themselves about and observe any relevant restrictions. By entering into the Trust Plan, you are representing and warranting that the applicable laws and regulations of your jurisdiction allow you to access the information and take part in the Plan through a trust.

Investment involves risk and the offering documents of the Funds should be read for further details. The price of units or shares and the income from them may go down as well as up and any past performance figures shown are not indicative of future performance.

Any information provided by Metis is not intended to provide professional advice and should not be relied upon in that regard. Persons accessing these pages are advised to obtain appropriate professional advice where necessary. We make no representation and accept no responsibility as to its accuracy or completeness and shall not be held liable for damages arising out of any person's reliance upon any information provided by us.

Any prices quoted are for reference only and are subject to change without notice.

Investment decision is yours. If you are not sure of the suitability and the investment objectives of the Trust Plan, you should not subscribe to it.

Some of the Assets may involve derivatives. Do not invest in them unless you fully understand and are willing to assume the risks associated with them.

In the worst-case scenario, the value of the Assets may be worth substantially less than the original amount you invested (and in an extreme case could be worth nothing).

**= End of Plan Terms and Conditions =**

**注意：本条款及细则之中文翻译仅供参考。若中文版与英文版间有任何歧异，则以英文版为准。**

## 定期定额储蓄信托计划- JadePRO

### 条款及细则

JadePRO (“信托计划”) 是安智环球服务（新加坡）私人有限公司所提供的定期定额储蓄信托计划。安智环球服务（新加坡）私人有限公司将以受托人的身份处理并持有所有资产。

本「条款及细则」（连同 METIS 新加坡网站上（如有）提供的额外条款及细则），以及「申请表格」（但不包括标题为「意愿书」的部分）和附带的「信托计划附表」以及未来的修订（统称为「契约」）构成阁下与我们之间有关契约内容所涉及交易的完整协议，并取代及撤销双方之间有关这些交易的所有先前协议。如任何其他文件的条款内容与本条款及细则有任何不一致之处，概以本条款及细则为准。在订立本契约时，任何一方不得倚赖在本契约签署之前由任何他方或代表他方作出的任何声明、保证、抵押合同或其它担保（本契约所规定者除外），且各方放弃除本契约规定以外，其在任何声明、保证、抵押合同或其它担保可能获得的所有权利及补偿，前提是本条文的任何内容概不得限制或排除任何欺诈、不诚实或故意隐瞒的法律责任。

本契约并未涵盖适用于本计划的税务规则范，因此阁下应咨询自己的财务顾问，获取独立税务意见。安智环球服务（新加坡）私人有限公司保留自行判断拒绝任何申请的权利。

不得向新加坡公民或新加坡居民销售：本信托计划严禁向新加坡公民或新加坡居民销售。通过购买或尝试购买我们的信托计划，阁下即证明阁下不是新加坡公民或居民。任何违反本条款的行为将导致阁下的申请被立即取消。

### 联络详情

METIS GLOBAL (SINGAPORE) PTE. LIMITED  
安智环球服务（新加坡）私人有限公司  
3 Church Street,  
#22-03, Samsung Hub,  
Singapore 049483  
电话：(65) 6204 1313

咨询电邮: [inquiry.sg@metisgl.com](mailto:inquiry.sg@metisgl.com)  
官方网址: <https://metisgl.com>



在本计划条款及细则中：

## 1. 定义及释义

1.1 除另有说明外，本计划所用文字及词汇具有以下涵义：

**Metis或本公司** 指安智环球服务（新加坡）私人有限公司 (METIS GLOBAL (SINGAPORE) PTE. LIMITED)；且我们的及我们亦做相同解释。

**阁下** 指委托人(们)，且阁下的亦做相同解释。

**帐户单位** 指的是信托计划首初帐户及累积帐户中的所有单位。

**累积帐户** 指的是包含含有累积单位的帐户。

**累积帐户价值** 显示了累积帐户的名义上价值并等于累积帐户中持有的每项资产选择名义单位数量乘以持有资产的卖价。

**累积单位** 指于首初供款期过后之供款所购买的单位。

**增加定期定额供款** 指第 6.3 条款所赋予的涵义。

**单笔额外供款** 指第 6.2 条款所赋予的涵义。

**行政费** 指第7.3条款所赋予的涵义。

**修订** 指的是Metis对信托计划条款所作的任何修订。

**资产** 指的是基金（无论是否列在www.metisgl.com.sg/asset-listing上可查看的Metis国际资产选择，或由额外提供的或以其他方式索取的），结构性产品、商品、现金和阁下指示Metis（作为受托人）投资的任何其他已经建立了现有安排而Metis能支持此类投资指示的投资。投资资产选择并不意味着是全面无遗的，阁下可以选择投资不在此清单中的基金，前提是Metis能够从运营角度支持阁下的交易。

**资产选择** 指基金选择或产品选择或商品选择。

**受益人** 指的是申请表格中命名的人士以及根据3.3条款（a）所指定的人士，并包括该等人士的后代，除非我们另行指定的有关人士。

**卖价** 指当Metis接受阁下指示，卖出所选择资产的名义单位时所用的价格。此价格通常用于计算资产选择之基础资产的转出或赎回。

**工作日** 指的是除了星期六、星期日或宣布为公众假期的日子之外的任何一天。

**资产关闭通知** 指的是我们向阁下发出的通知，通知阁下某项资产被关闭、合并或分割的情况，或将要被关闭、合并或分割的情况。

**商品** 指商品或透过商品交易所交易之商品，包括但不限于以实物或远期交易之黄金、白银或任何其它贵金属。

**供款** 指根据计划支付予Metis的款项，包括定期定额供款、单笔额外供款及增加定期定额供款。

**供款货币** 指用于本计划供款的货币。在计划开始日期后，未经本公司书面许可，不得更改为以其他货币供款。

**供款假期** 是指阁下在首初供款期结束后，暂时停止支付定期定额供款或任何增加定期定额供款的期间。

**供款年期("CPT")** 就定期定额供款而言，指阁下同意支付定期定额供款的期间；及就增加定期定额供款而言，于首次收到增加定期定额供款的款项至计划剩余未付供款年期。

**契约** 指的是本条款及细则（以及Metis网上如有提供的附加条款及细

则）、申请表格（不包括标题为「意愿书」的部分）、附带的信托计划表和任何未来的修订。

**兑现价值** 指所有帐户的单位在下一个估值日的卖出价值，但须受第4.2条款规范。

**退出费用** 指本协议第 7.6 条款所赋予的涵义。

**额外奖赏** 指本协议第 5.1 条款所赋予的涵义。

**海外帐户税收遵从法("FATCA")指**

- 海外帐户税收遵从法是由美国税务局颁布，收录在美国税法第 1471-1474条里，或是其他列于由政府制订与财政相关规定的指引，此法案会不定时被修订或增补；
- 任何条约、法律、法规或任何其他司法管辖区颁布的其他正式指引或美国和其他司法管辖区跨政府间的协议，其（任一情况）可促成上列(a)项的执行；
- 依照上列(a)或(b)项，执行与美国税务局、美国政府或任何其他司法管辖区的任何政府或税务机关达成的任何协议。

**基金** 指由基金经理操作的投资基金。

**宽限期** 指一段期限我们给阁下在导致进一步的费用和/或收费和/或改变状态计划前偿还任何到期缴款。该段期限为自第一次缴款到期日起30个日历日。为免生疑问，我们没有义务给予任何宽限期，这是我们拥有唯一且绝对的决定权。

**暂存帐户** 指一个持有现金的无息帐户，当进行供款分配或资产转换的过程中，在等待基础资产下一个估值日到来的期间，以相关资产选择中相应基础资产之货币计值，暂时显示于本帐户。

**无行为能力** 指的是任何人有以下情况之一：

- 在对于财务或商业事务无法进行合理考量的情况下，Metis根据在相关时间负责诊疗该人士之医生所提供的建议，来确定其是否无行为能力；
- 由于被绑架、强制囚禁或任何其他形式的胁迫而无法自由沟通（此类无行为能力已通知Metis）；或
- 如果Metis在合理的情况下，无法找到该人，尽管经过六个月的努力寻找力。

且“丧失行为能力”亦作相同解释。

**首初供款期 ("ICP")** 就定期定额供款而言，指从计划开始日期起，一直持续到第6.5条款所指明的期间。首初供款期将随供款年期长短而不同；另就增加定期定额供款而言，该供款期间始于该次增加定期定额供款的计划开始日，至计划剩余未付供款年期的长度而订。

**首初帐户** 指含有首初单位的帐户。

**首初帐户价值** 显示首初帐户的名义价值，等于首初帐户中持有的名义单位数目乘以所持有资产各自的卖价。

**首初单位** 指以定期定额供款，及在相关首初供款期间每次增加的定期定额供款（如适用），包括额外奖赏（如有）所购买的单位。

**意愿书 ("LOW")** 指的是阁下签署的一份非约束性文件，向受托人提供指导，指明哪些受益人应该获得信托资金以及他们应该获得的信托资金金额。

**最低分配金额** 指的是分配给单一资产的最低金额。

**最低计划价值** 指信托计划在任何部分取款或定期取款后的最低价值，目前设定为 10,000 美元。我们保留权利根据我们认为合适修改此值，以我们拥有唯一且绝对的决定权。

**指定受益人** 指第二阶层的第一受益人；若其在信托计划终止前去世或

丧失行为能力，则为第二阶层的第二受益人。

**名义单位** 指供款收到后并扣除信托计划费用后，在名义上须购买的资产单位，名义单位价格的设定与资产的单位价格相同。名义单位仅用于计算阁下计划的价值。

**买价** 指Metis为客户买入依其资产选择所买入的资产单位时所用的价格。该价格即为用作投资或转入资产的依据。

**停供** 指信托计划的一种状况是由于在完成首初供款期后并超过宽限期(如有)没有缴付定期定额供款。

**停供期行政费** 是指本协议第7.5条款中赋予的含义。

**个人资料** 指的是能够识别个人的数据，无论是真实还是不真实，(a) 根据该数据本身；或 (b) 根据该数据和来自某一组织已经拥有或可能获得的其他信息。

**注册办公室** 指于当时注册于新加坡的办公室。

**定期定额供款** 指第 6.1 条款所赋予的涵义。

**委托人** 指载明信托计划契约的计划申请人。

**结构性产品** 包括：

- (a) 一种金融工具，其全部或部份的回报或到期金额（或回报与到期金额两者）；或一种结算方式，其决定来自参考一个或多个：
  - (i) 任何类型或组合的证券、商品、指数、财产、利率、汇率或期货合约的价格、价值或级别（或在一个范围内的价格、价值或等级）的变动；或
  - (ii) 任何一篮子以上的证券、商品、指数、财产、利率、汇率或期货合约的价格、价值或级别（或在一个范围内的价格、价值或等级）的变化；或
  - (iii) 任何特定事件或数项事件（不包括单一事件或数项事件但涉及相同的发行商或担保商或两者皆有关）的发生或不发生；或
- (b) 一份协议，其目的或作用，或假设的目的或作用，不论是否有条件或无条件的提供利润、收入或其他回报予协议中的任何一方，乃参考任何财产价值的变化计算而来；和
- (c) 任何类似的权益、权利或财产。

**信托资产** 指的是我们以受托人的身份持有的资产和供款。

**信托计划** 指的是「JadePRO」，这是由 Metis 作为受托人提供并持有的定期定额供款信托计划，并以保留权力信托方式设立；其条款与条件在契约中提供。

**计划账户** 指阁下持有本协议之账户，包含账户内持有的单位数。

**计划周年** 指每年与计划开始日相同的月及日之日期。

**计划开始日** 指的是显示在信托计划表上的计划开始日期。

**计划费** 指根据第 7.1 条款，本公司收取的费用。

**计划签发日** 指的是显示在信托计划表上的计划签发日期。

**计划供款年期届满日** 指反映在信托契约上所显示为供款年期届满日的日期。这是供款年期完结的日期。

**信托计划契约** 指于计划发行日发行的文件包括最新修订版本和任何修订，其中列出了信托计划的具体细节。

**信托计划价值** 是指首初账户和累积账户中代表每个资产选择的的名义单位总数乘以其适用的卖价。

**单位** 代表资产所有权的最小部分。

**单位价格** 指其每单位的价格。

**估值币别** 指的是展示信托计划价值的货币。

**估值日** 就资产而言，指香港营业日。

**转让日** 指的是Metis根据3.1条款 (k) 所宣布的日期和年份。

**取款** 指的是根据4.1条款，从信托计划进行部分单位取款和/或定期金额的取款。

- 1.2 在这些条款及细则中，除非另有明确表示，否则单数包括复数，而阳性则包括阴性及中性，反之亦然。
- 1.3 条款及细则中若有使用「包括」或「包含」之词的地方，应被视为跟随着有「不限于」的意思；条款及细则中若有使用「其他」及「其他方式」乃说明性词语，不应限制在其之前使用的词语含义。
- 1.4 有关在这些条款及细则中，其所引用的条款或分条款，即分别指这些条款及细则内的条款或分条款，而在这些条款及细则内所引用的附表，则指这些条款及细则的附表。

## 2. 通则

### 2.1 信托

- (a) 本条款及条件：
  - (i) 创立一个明示不可撤销的全权信托，阁下担任信托的委托人，而我们则作为此信托的全权受托人；
  - (ii) 阁下同意有关这些条款及细则乃为定期定额供款计划--「JadePRO」所订定的条款及细则。
- (b) 阁下同意我们同时担任全权受托人和信托计划的管理人角色。阁下同意我们仅在持有和分配信托基金给受益人有关的事项上担任受托人的角色。此外，阁下同意我们作为管理人行事，不会就信托计划的任何方面提供任何投资建议。
- (c) 阁下同意并承诺以赠与的形式将供款投入本全权信托。阁下同意供款将由我们作为受托人持有，并且作为委托人的阁下不会拥有供款、信托计划或信托基金的法律或实益利益。
- (d) 阁下同意并确认，在契约中应支付给我们的所有费用和收费将支付给我们作为信托计划的管理人，而不是作为此信托的受托人。
- (e) 我们作为受托人将按照这些条款与条件，代表受益人持有供款、信托计划和信托基金的利益。
- (f) 根据第8.9条款，我们同意阁下（作为委托人）保留投资或资产管理权力，并根据本条款及细则中的第3.2条款行使该权力，但不得进一步或以其他方式行使。
- (g) 阁下作为委托人同意遵守所有这些条款及细则，包括但不限于与信托计划相关的条款。
- (h) 如委托人不止一位，则阁下同意并承诺（作为委托人）在通知或向Metis作出依本条款和细则所赋予权利的通知或指示（即「通讯」）之前，你们之间已达成一致的決定。我们有权根据被赋予的全权决定权，视任何一位相关的委托人给我们的指示，乃已获其他人的授权给与我们就本协议项下的指示或通知，并代表所有委托人接受本协议项下的通知、收款及享有本协议所赋予的利益。此外，我们拥有全权决定权决定接受任何一位相关委托人的有关指示，尽管此类指示与任何相关委托人的指示有任何不一致之处。对于遵守任何委托人的指示行事，我们概不承担任何责任。我们无需与所有委托人确认任何一名委托人向我们发出任何指令的合法性，或任何一位委托人是否已获所有委托人的授权行事。
- (i) 尽管上述 (h) 所述，如果有两位委托人且两位委托人均健在且未丧失行为能力，当涉及以下事项的指示和请求时，我们仅接受由两位委托人签署的书面指示和请求：(1) 更改信托计划的供款；(2) 更改意愿书；(3) 根据第4.2条款进行任何分配/取款/赎回；或 (4) 更改受益人。如果其中一位委托人先逝且另一位委托人仍存活或丧失行为能力，我们将处理由仍在且未丧失行为能力的委托人签署的上述指示和请求。如果双方委托人都先逝或失

去行为能力，我们将按照以下第2.1(j)条款处理由指定受益人签署的上述指示和请求。

- (j) 当设立人不再在世或丧失行为能力时，指定受益人将成为第一阶层受益人，不再是第二阶层受益人。此外，指定受益人可代替设立人行使以下权利和权力：
- (i) 根据第2.1(f)条款的投资或资产管理权力；
  - (ii) 根据第6条款进行供款及对供款进行更改的权利；
  - (iii) 对意愿书 (LOW) 进行更改的权利；
  - (iv) 根据第 3.3 条，委任及罢免受益人的权利，但指定受益人不得将自己委任为第二阶层受益人；以及
  - (v) 根据第4.1至4.3条款进行提款、获得兑现价值以及恢复信托计划的权力。
- 指定受益人或其法定监护人（如适用）应被提供所有指定受益人或其法定监护人（如适用）不时要求的有关信托计划的所有资料 and 文件。
- (k) 为第 2.1(j) 条之目的，若任何指定受益人为未成年人，则该指定受益人于达到法定成年年龄之前无权享有第 2.1(j) 条中规定的权利和权限，其法定监护人（根据适用法律所指定）可在该指定受益人达到法定成年年龄之前行使第 2.1(j)(i) 和 2.1(j)(ii) 条中的权利和权限。为避免疑义，在指定受益人为未成年人期间，其法定监护人无权行使第 2.1(j)(iii) 至第 2.1(j)(v) 条中的权利。
- (l) 这个信托的进一步具体条款及细则可在第3条中找到。

## 2.2 信托计划

本信托计划的名称为“JadePRO”。

## 2.3 币别

- (a) 供款须以供款币别作出。阁下供款分配所选择的资产其使用的币别可能不同于供款币别。当购买或出售与阁下资产选择相应的基础资产中的单位时，交易将依本公司处理付款当日，按资产币别及供款币别（经本公司合理判断决定）的当时汇率进行。
- (b) 阁下必须在申请书中注明供款币别及估值币别。如果未注明估值币别，则将设定为与供款币别相同的币别。计划的估值币别可以是以下 3 种币别中的一种：美元 (USD)、港元 (HKD) 或新元 (SGD)。本公司可全权决定是否接受其他估值币别。
- (c) 基于估值的目的，阁下计划中名义单位的价值，将在估值报表中汇整，并按基础资产币别及估值币别分别估值。估值币别将在年度报表中注明并采用，报表将发送至阁下，为阁下提供计划投资状况的资讯。如果在年度报表发送至阁下后一个月内，本公司未收到阁下任何异议表示，则视阁下接受该年度报表及年度报表中的所有内容。
- (d) 通常，与计划相关的任何宣传材料中引用的所有供款金额均以美元表示。若要将该金额转换为其他币别，应使用以下汇率：

币别	美元	港元	新元
美元	1	8	1.4

如果自计划发行起算，以上任何币别的市场汇率变动超过 20%，则本公司可在向阁下发出不少于三个月书面通知的情况下，修改一项或多项汇率以反映当时通行的市场汇率。

- (e) 就计划而言，本公司有权在必要情况下进行相关款项的兑换。进行任何货币兑换时，本公司将按照上述第 2.3(d) 条款中规定的汇率或由本公司合理判断的现行汇率进行兑换。但需遵守与外汇管制相关的任何适用法律或其他限制。

## 2.4 通讯

委托人的地址、居住国家、国籍和住所等信息已在申请表中详细列明。

委托人在有关其地址、居住国家、国籍或住所地的有任何变更后应尽快通知 Metis。有关这些变更的通知可以书面形式或以互联网的方式通过我们的网站进行更改提供给我们。

根据契约当要提供任何文件或通知，将以预付挂号邮寄的方式寄送到阁下的最新通讯地址，或以电子邮件的方式发送到阁下的最新电子邮件地

址；并在邮寄后的 48 小时内，将被视为阁下已收到（如果是通过预付挂号邮寄）或在发送时收到（如果是通过电子邮件寄送）。

任何向我们提出的书面申请或通知，只有在阁下向我们注册办事处发送并实际收到申请或通知的正本时，才被视为我们已收到。如果通过电子邮件发送，只有在阁下收到确认收据时，才视为我们已收到，电脑自动发出的「已读回条」不构成本条款目的上的确认。我们保留在处理申请或通知之前要求阁下提交其他信息或文件的权利。

## 2.5 终止

受托人应在下列任何事件发生时（以先发生者为准），依据契约的条款及细则，将信托基金分配给受益人：

- (a) 在最后一位存活受益人去世时，须向我们提供符合要求的证明，
- (b) 在首初供款期间并超过宽限期没有缴付定期定额供款；
- (c) 在因任何取款和/或（根据条款 7）所实施的任何信托计划收费而导致信托计划价值低于最低计划价值时；
- (d) 根据条款 4.2 进行兑现；
- (e) 设立人和/或第一阶层受益人成为美国人士（根据 1986 年美国国内税法（不时修订或修改）所定义）；
- (f) 设立人和/或指定受益人（在指定受益人进行任何供款时）在首初供款期间被中国最高人民法院在失信被执行人名单中列为失信人，并在该名单上超过一年；
- (g) 根据新加坡法律所规定的永久期限规则，永久期限届满；
- (h) 若依受托人的意见，由于法律变更或其他无法控制的情况，执行契约中的任何条款变得不可能或不切实际；或
- (i) 若依受托人的意见，计划成立后，任何法律（包括税法）的变更对受托人产生或可能对受托人产生不利的监管或税务义务，而这些义务之前并未适用于受托人。

上述情况中的每一种情况都将适用于条款 7.6 中规定的退出费用。

一旦信托基金完全分配，信托计划将自动终止。

## 2.6 小数点位数的调整

本公司保留在任何计算中有关舍去任何数字之小数点位数的权利。有关的计算将包括但不限于费用的决定、单位价格，以及开立、赎回及 / 或单位分配的计算。基于本公司的当前惯例（亦为依据相关基础资产管理 / 发行商 / 交易商的交易规则），小数点位数进位的调整规范如下：

- a) 根据基础资产的小数点位数交易规则，分配给帐户的基础资产的名义单位将向下舍入到小数位数；和
- b) 根据基础资产的小数点位数交易规则，扣除相关费用及收费的名义基础资产单位将向上舍入至小数位数；和
- c) 所有以金额呈现的价值（包含信托计划的估值，兑现价值，取款价值及任何其它价值），将以四舍五入到最接近的小数点后两位表示，之后的小数点位数则无条件舍去。

尽管有上述规定，我们保留调整每次计算小数点位数或进位方法的权利，但须在不少于一个月的时间或其它符合相关监管要求的通知期限事先发出书面通知。

## 2.7 情况变化

除条款 2.5 所规定外，若信托计划受到法律或税务处理的改变（不包括在计划成立后根据受托人意见，对受托人施加或可能对受托人施加任何不利的监管或税务义务的法律（包括税法）变更），我们有权随时通过以书面形式提前一个月通知的方式修改、变更或终止契约。

如果 Metis 或委托人在任何时候作为契约的一方或任一方在履行契约的全部或任何义务时属违法行为，则我们有权经由通知阁下修改、变更或终止契约后立即生效。

根据本条款而终止本协议将适用第 7.6 条款规定的提早退出费用。

本公司保留不时以合理额度修改收费水平、最低供款、各基础资产的最低计划价值、最低计划价值及本协议中提及之任何金额的权利，以反映通货膨胀及营运成本。

在其他所有情况下，我们可以在任何时候以阁下事先书面同意的方式修改、变更或终止契约。

## 2.8 税务

本公司将不对因本计划产生或与之相关的任何税务责任或问题负责。建议阁下向专业税务顾问寻求有关本计划的独立税务建议。

## 2.9 法律及司法管辖区

本计划条款和细则的制定乃受新加坡的法律管辖。新加坡的法院拥有专属管辖权，可裁定因与本条款及细则有关所引起之争议或求偿的解决方法或提供指引。

我们有权通知阁下更改本计划的法律管辖地，并因此对本协议进行相应的修订，但有关修改不得影响本协议项下的委托人权利。更改过后之法律管辖地所在的法院，对解决因本条款及细则引起或与之有关的任何争议和求偿具有专属管辖权。

## 2.10 可分割性

若本协议中任何条款的全部或部份被认为不合法或不执行，则其他条款及该条款的其他部份仍完全具效力及作用。

## 2.11 资料保护

通过申请参与信托计划，您在此同意并授权我们和/或我们指定的代表和/或代理（以及我们可能聘请的其他第三方服务提供商，且可能位于新加坡以外）根据本契约的条款以及我们不时修订的隐私政策（可在 [https://metisgl.com.sg/media/1/docs/privacy\_policy.pdf] 查看）（“**隐私政策**”）收集、接收、使用、存储、披露和处理您的个人数据，隐私政策的条款通过引用并入本契约，或以其他方式由您提供或由我们持有，目的是以下一种或多种：

- (i) 处理阁下的申请并向阁下提供我们的产品和服务，以及第三方服务提供商的服务；及/或
- (ii) 经营和/或管理我们之间的关系和/或阁下在我们公司的帐户。

阁下进一步声明并保证：

- (a) 阁下向我们提供的所有信息（包括但不限于个人资料和联系信息）均是准确完整的；并且
- (b) 若在与本契约有关的情况下，阁下提供了任何第三方的个人数据，阁下进一步保证并声明这些第三方已经同意遵守隐私政策的条款，并且同意根据上述规定收集、接收、使用、储存、披露和处理他们的个人数据。

## 2.12 不一致

如果本协议的英文、中文或与其它语言版本之间有任何不一致之处，概以英文版本为准。

## 3. 信托条款

### 3.1 一般权力

我们（除了根据新加坡法律（如有）所赋予的所有权力、权限和裁量权之外，且不损害该等权力）应具有以下权力，我们可以在我们独立和绝对的全权决定裁量权下，在契约持续期间的任何时间或多次以及随时行使所有或其中任何一项，以我们认为合适的方式和程度：

- (a) 就信托基金的全部或任何部分或其收益，支付或应用于全部或其中一个或多个受益人的生活维持、教育、福利或生活进展，并可依据 Metis 公司的独立和全权决定权，随时自行决定受益人之间的分配比例和方式，有时可以排除某些受益人而优先照顾其他受益人。
- (b) 就此或依法赋予我们的支付或应用信托基金的全部或任何部分或其收益，以造福或推进本契约下的任一或多名受益人的权力，可能（不损害任何其他支付或应用方法）通过支付或转移信托基金的全部或部分，或其收益，给任何其他在任何地设立或存在的信托或契约的受托人，无论该等其他信托或契约是否已在本契约日期成立或存在，且该等其他信托或契约中的任何一个或多个受益人在该信托或契约的全部资本和收益方面均享有不可撤销的利益，不论该利益是否为既得利益或附条件的利益，且不论任何该信托或契约的受托人是否是居住在新加坡法院管辖范围之外的地区，

- (c) 以及不论该其他信托或契约的适用法是否为新加坡法律。有权支付或转移信托基金的全部或任何部分，不论是否有对价，给任何设立或存在的信托或契约的现任受托人，无论该等其他信托或契约是否在本契约日期成立或存在，且在该其他信托或契约下，任何一个或多个受益人在资本或收益方面具有任何利益，无论该利益是否为绝对的、有条件的、假定的、预期的，或者受到转赠条款的限制、可能被行使指定权或撤销权所取消，或者可能因受益人所属类别的增加而减少，这些基金将由受托人作为增加到该等信托或契约中的财产（解除且免除对本契约的信托、权力和条款的约束），不论该其他信托或契约的受托人是否居住在新加坡法院管辖范围之外的地区，以及不论该其他信托或契约的适用法是否为新加坡法律，且我们无需承担进一步责任来查看其使用情况，但前提是如果该其他信托或契约的受托人为 Metis，我们可能根据这些支付或转移，使信托基金的全部或任何部分由此起以受制于该等信托或契约的信托、权力和条款，解除且免除对本契约的信托、权力和条款的约束。
- (d) 有权根据当时信托基金的实际状态和情况，将全部或任何部分用于满足任何受益人的全部或部分已完全投入的份额或权益，使得这样的划拨在所有权利者或在本契约信托下可能有权利的人中是最终且具有约束力的。
- (e) 在上述条件下，如果信托基金或其收益的任何部分由于某种原因未被完全处置，当受益人是自然人且没有任何此类受益人还在生存时，我们将根据适用于最后一位幸存受益人遗产的继承法，持有该部分信托基金或其收益，直至将其交给有权继承该遗产的人。
- (f) 就条款 3.1(e) 的目的，我们无需对这些资产的使用情况负责，且慈善组织的财务主管或负责人员的收据将构成 Metis 责任的完全解除。
- (g) 在信托基金或其任何部分的任何分配或划拨之前及之后，受托人有权对信托基金或其任何部分进行公正和适当的评估，并且在诚信的情况下所做的任何这样的评估将对本契约下的所有受益人具有绝对的最最终约束力。在进行任何这样的分配或划拨时，我们有权确定指定资产将给予谁，并根据必要调整各个受益人的份额，将该资产分配给各受益人。
- (h) 我们有权决定根据本契约持有的任何财产或款项是否构成信托基金的本金或收益的任何问题，我们在此方面的决定将对所有人具有结论性和约束力。但须满足以下条件：根据新加坡的所得税法规，不时向我们所发行的任何股份、股票、公司债券或票据，以及我们所收到或所获得的任何收据或利润，即使在法律上他们可能属于信托基金的本金，但根据新加坡的所得税法规，他们应视为信托基金的收益，除非我们在该股份、股票、公司债券、票据、收据或利润发行、制作或收到之前以书面形式声明，本子条款不适用于该规定。在作出此类声明的情况下，所涉及的股份、股票、公司债券、票据、收据或利润将视为信托基金的本金，尽管根据新加坡的任何所得税法规，他们可能被视为信托基金的收益。
- (i) 我们有权通过契约可撤销或不可撤销的权力，撤销、修改、变更或增加有关信托基金或其任何部分或收益或其任何部分的所有或任何受托人权利和条款，用于 Metis 可能不时自行决定视为合适的目的和意图。任何这些权力和条款的撤销、修改、变更或增加应以同样的方式被撤销、修改、变更或增加条款，但在此情况下不应向委托人或 Metis 提供信托基金或其任何部分或其收益或其任何部分的任何份额或利益；而且再者，这样的撤销、修改、变更或增加不得以任何方式剥夺或修改任何受益人根据本契约已完全享有的信托基金收益或目前代表该收益的投资，或来自任何此类投资的收益。
- (j) 我们有权通过不可撤销的契约放弃和解除本条款与细则所赋予我们的任何权力（包括本条款(i)项中的撤销权）无论是对于信托基金的全部或任何部分，或其收益的全部或任何部分，并且在进行此等放弃和解除后，该等权力将被视为结束，我们不再行使该等放弃和解除范围内的权力。
- (k) 我们有权通过书面文件（可撤销或不可撤销）宣布某个日期为转让日。
- (l) 我们有权以我们的名义或在我们的控制下，将所有或根据这些条款及细则所创建信托的所有款项，投资于这些条款及细则所授权的任何一种投资中，并拥有独立和绝对裁量权，可以允许此类投资保持投资状态，或出售或兑换此类投资为现金或根据条款（以允许买方在随时支付全部或部分购买价格时，无论有无利息，或



有担保); 拥有类似的裁量权, 随时变更或调换所有或任何此类投资为其他本契约所授权性质的其他投资。

- (m) 我们有权以现金或以年金或其他方式为代价进行或购买任何此类投资, 且依据我们拥有的独立和绝对裁量权, 在我们认为合适的条款及细则进行或购买此类投资。我们可以以高于信托基金当时价值的金额来进行或购买任何此类投资, 并可同意使用未来可能进入手中的任何资金(包括分红、利润、利息或其他与此类投资有关的支付或应付的收入), 或根据这些条款及细则进行的任何交易或业务所得收入的全部或部分支付这些投资的费用。
- (n) 我们有权将全部或任何部分的信托基金或其收益, 用于购买年金, 以造福于任何受益人。
- (o) 我们有权决定是否应从信托基金的本金或收益中支付或负担任何税款、费用、支出、损失、债务或到期或累积的义务, 我们在此方面的决定将对所有人具有结论性和约束力。
- (p) 我们有权通过转让或其他方式, 取得或购买任何逆向或递延的财产或权利, 或任何一位或多位受益人或任何其他他人的人寿保险单, 并且对任何此类保险单进行维持、放弃、交换、转换、行使任何选择权, 或以其他方式进行处理, 好像受托人对该等保险单具有绝对和利益权。
- (q) 我们有权对于 Metis 或代表 Metis 获得的任何款项, 或与本契约所规定的任何行为、事项和事物有关的款项, 签发有效的收据和解约文件。
- (r) 我们有权自由和绝对地行使所有与信托基金的任何投资相关的投票权, 就好像我们是该等投资的绝对拥有者一样。
- (s) 如果受托人或任何受益人因信托基金或其收入而应缴纳或被征收任何税款, 无论是所得税、资本利得税、财富税或其他税款, 或任何税项, 无论是遗嘱税、继承税或其他税项, 我们有支付全部或部分税金的权力, 即使受托人不承担个人责任, 也即使这些税款或睡项不具有可强制执行性。
- (t) 有权将整个或部分信托基金的投资、购买、持有或接受, 保留在 Metis 管控下的某些人或仅一人, 或任何人或数名由 Metis 指定的代理人(们)之名下, 根据 Metis 的独立和绝对裁量权当其认为合适时。
- (u) 我们有权将在此授予我们的任何裁量权或权力委派给任何人, 并为此目的提供委托书和授权书(有无替代权), 以指派代表投票或代表我们对有关信托基金的任何资产行事。
- (v) 我们有权采取我们认为适当的措施, 以充分保护信托基金的任一部分或数个部分, 在根据任何国家的律师或法律顾问(以书面形式提出)的意见, 对这些条款和条件或任何其他文件或法规的解释或影响, 对本契约的信托管理进行采取和执行行动, 而无需对任何因此行动而受益的人员负责, 只要我们是依据这些意见所进行的行为, 且本条款的任何内容不得禁止或妨碍我们在适当情况下向任何法院提出申请。
- (w) 我们有权进行与这些条款及细则所赋予我们的权力和职权相关的一切附带事项。
- (x) 与信托管理或其他与之相关的事项而附随发生的成本、费用和开支, 包括受托人的报酬和信托基金的任何部分的投资和再投资, 以及收入和其他可从中获取的款项, 应由信托基金的收入支付, 但如果这些收入不足以支付该目的, 则应由信托基金或为该目的所需的信托基金的部分另外支付。受托人有权从信托基金或其收入中收取补偿, 以支付担任受托人所产生和支付的这些成本、费用和开支。

### 3.2 投资权力

在受限于条款 2.1(f)的情况下, 我们可以(i) 将目前受此《条款及细则》创建的信托所属的任何款项, 投资于 Metis 依其独立和全权决定权认为适当的投资项目; 或者(ii) 请求阁下提供书面或线上指示, 以投资上述款项, 包括但不限于以下一个或多个投资项目:

- (a) 在新加坡法律不时批准的项目投资(如有)中, 选择一个或多个投资方式来投资信托基金。
- (b) 支付任何一名或多名受益人的人寿保险单的保费, 或支付任何其他他人的人寿保险单的保费, 无论该等保险单是否以受托人的名义持有。
- (c) 购买或取得任何固定或灵活单位信托或基于资产的单位信托的单元或子单元。
- (d) 存款于任何银行、公司或机构, 不论其成立或所在地点为何, 以

及不论其在哪里经营业务。任何存款可以无息存入受益人们或其中任何人拥有股份的公司或机构, 或者信托基金的任何部分有投资股份于其中。

### 3.3 受益人的任免

- (a) 您可以在任何时间和不时通过契约进行以下操作:
  - (i) 任命最多两(2)名自然人作为第二阶层受益人, 且不得为您自己, 除非我们另行通知您; 和/或
  - (ii) 声明任何第二阶层受益人不再是本信托计划的受益人。
- (b) 就我们在第 3.1(i)条款下行使权力而言, 我们可以通过契约, 在获得您事先书面同意的情况下:
  - (i) 声明您将不再是本信托计划的第一阶层受益人; 以及
  - (ii) 任命最多两(2)名自然人作为第一阶层受益人
- (c) 尽管上述 3.3(a)和 3.3(b)条款, 若受益人成为美国人(根据 1986 年美国国内税收法典所定义的, 并不时修改或修订的), 该受益人将自动不再是本信托计划的受益人。

### 3.4 对行使保留投资权的赔偿

只要我们没有行使保留权力, 我们在涉及行使保留权力方面即不需承担任何责任或义务。对于因行使或不行使保留权力的管理不善、遗漏而产生的任何损失或损害概不负责, 除非该损失或损害是由 Metis 的欺诈、恶意违约或重大疏忽造成的。

## 4. 拥有权条款

### 4.1 取款

阁下可以通知我们希望进行部分单位取款或定期取款, 将依照以下条款进行分配。

- (a) 部分取款
  - (i) 在信托计划有效期内, 阁下可以随时通过扣除累积单位进行部分取款, 只需向 Metis 提交申请(前提是我们接受此申请)。在符合以下条件的情况下, 此类部分取款不需支付退出费用: (i) 因取款而扣除的单位数必须按照相关资产的买价计算, 其总合需等于或大于最低取款金额; 以及 (ii) 取款后, 信托计划价值不低于规定之最低信托计划价值。任何导致信托计划价值低于最低信托计划价值的部分取款将按照第 4.2 条款进行兑现并根据第 7.6 条款支付退出费用。
  - (ii) 首初单位的提取只能在 ICP 完成及全部累积后单位已被撤回; 并将受到退出费用。
  - (iii) 针对上述子条款 (i) 和 (ii), 阁下所要求扣除的单位数(前提是我们接受此申请), 将根据相关的买价进行取款金额的计算。
- (b) 对于定期取款
 

您可以在信托计划有效期间和 CPT 之后, 随时定期进行固定金额的取款, 前提是向 Metis 提交请求(该请求需得到我们接受)。取款金额必须等于或大于最低取款金额。您希望取款的金额将平均从积累账户中持有的所有资产中扣除, 或以我们全权酌情认为合适的方式扣除。由于市场波动, 即使已指定, 实际取款金额可能会有所差异。
- (c) 根据本条款的规定, 最低取款金额如下面的表格所示, 我们保留不时更改该金额的权利。

表 4.1: 最低取款金额

供货货币	美元	港元	新元
最低取款金额	1,000	8,000	1,400

### 4.2 兑现

阁下可以随时向 Metis 提交申请(前提是我们接受此申请), 以全额取款的方式获取兑现价值, 只要信托计划仍然有效, 但需遵守以下条款:

- (a) 在供款年期内, 退出费用及任何未支付的信托计划费用(根据第 7 条的规定)将从信托计划价值中扣除, 以便进行兑现。
- (b) 一旦兑现价值支付完成, 我们将不再接受任何进一步的供款, 也不会提供任何进一步的福利。信托计划将终止, 在契约之下的信托也将自动失效。受益人将不再享有信托计划下任何福利的权利或选择的权利。



- (c) 我们将于估值日后的60个日历日内，以美元或请求的货币（视我们全权裁量而定）通过电子转账支付和分配兑现价值或提款金额，前提是我们已收到相关资产的管理人、发行商或经纪商的结算款项。
- (d) 在特殊情况下，例如极端的股市关闭或为了保护他人的利益，Metis可能会延迟信托计划的支付。如果出现这种情况，我们将尽力减少延迟并及时通知阁下预计的延迟时间。
- (e) 作为委托人，阁下必须承担转帐付款的费用。兑现价值不支付任何利息。

#### 4.3 恢复计划

- (a) 如果以下情况发生，阁下阁下可以向我们申请恢复信托计划：
  - (i) 根据第 6.6 条款，信托计划不再生效（即已失效）；或(ii) 根据第 6.7 条款，信托计划处于供款假期或因不缴付供款而停供。我们可以根据我们的全权裁量，允许恢复信托计划，前提是阁下在到期日前使用我们适当的申请表向我们申请恢复计划，并且满足当时所有生效的要求。
  - (b) 如果信托计划根据第 6.6 条款不再生效（即已失效），阁下将无法恢复信托计划，除非阁下已支付所有到期或未支付的供款以及如果计划一直有效而应支付的任何其他相关金额。任何以前被扣除的额外分配将会恢复到计划中。
  - (c) 如果信托计划根据第 6.7 条款处于停供状态，一旦阁下恢复支付所有相关供款，停供状态将会终止，停供费用将停止收取。
  - (d) 如果信托计划已被终止或在转让日之后，将不允许恢复。

#### 4.4 计划供款年期期满

信托计划 CPT 到期后，将不能接受任何供款，同时阁下有以下选择：

- (a) 持有信托计划到期：
  - (i) 只要信托计划价值超过最低信托计划，信托计划将持续生效。
  - (ii) 所有退出费用均被免除，但行政费第 7.3 条规定的收费将继续适用。
- (b) 依第 4.2 条兑现。

### 5. 利益条款

#### 5.1 首初供款期的额外奖赏

- (a) 在首初供款期，我们可以自行决定不定时提供额外奖赏分配。在相关首初供款期，我们收到每笔定期定额供款/增加定期定额供款的资金清算后，在信托计划生效期间，我们可自行决定把额外单位(额外奖赏)将会分配到信托计划中。
- (b) 目前，如果信托计划有额外奖赏分配，额外奖赏的百分比将根据每月平均供款和设定的CPT而变化，如下表所示：

表 5.1: 额外奖赏百分比

CPT (Years)	平均每月供款 (USD)		
	300 - 599	600 - 999	1,000 or above
5 to 9	0%	0%	0%
10 to 18	0.3 x CPT	0.4 x CPT	0.5 x CPT
19 to 25	0.8 x CPT	0.9 x CPT	1.0 x CPT
26 to 30	1.3 x CPT	1.4 x CPT	1.5 x CPT

- (c) 额外奖赏将基于阁下的最新的资产选择的相关买价名义上以额外首初单位记入。
- (d) 如果在相关的 ICP 期间，定期定额供款或任何增加定期定额供款在连续三个月内未按时足额供款，信托计划将被视为失效，并且

之前针对该定期供款和额外定期供款（视情况而定）支付的额外奖赏将被取消或从相关首初账户中扣除。

#### 5.2 计划费返还

计划供款年期期满后，阁下在整个供款期所支付的信托计划费将100%全数返还。这返还只适用于 10 年或以上供款年期的信托计划并需按照以下规定：

- (a) 在计划供款年期期满日，信托计划价值不得少于最低计划价值；或
- (b) 在供款期的首 10 年：
  - (i) 所有已到期的定期定额供款以全数付清；
  - (ii) 没有任何供款假期；
  - (iii) 定期定额供款没有被减少

尽管本协议包含任何规定，如果信托计划在供款年期期满日前被终止，将没有任何计划费被返还。

根据第 5.2 条款，应返还的计划费用将根据阁下最新资产选择的相关资产买价，通过名义上的分配增加等值单位到计划的累积账户，并在计划到期后一个月内支付。

### 6. 供款条款

由设立人或指定受益人（如适用）所作的所有供款将由我们信托持有。我们没有义务确保设立人或指定受益人进行必要的供款。对于我们任何供款的来源或合法性有疑虑的情况，包括但不限于当设立人或指定受益人（若指定受益人进行任何供款）被中国最高人民法院列为失信人时，我们有拒绝对任何供款，在我们的拒绝有效期间，第2.5(c)、5.1(d)、6.6和6.7条款将被暂停。

定期供款、额外定期供款和单笔额外供款（如有），以及相关的额外分配（如适用），在扣除第7条款所规定的费用后（如适用）：

- (a) 会立即于下列日期紧接着的估值日买入资产单位：
  - (i) 本公司的银行确认收到供款与完成清算时；及
  - (ii) 本公司内部作业已处理完成依阁下最新选择资产配置供款的；或
- (b) 若在该估值日无法合理的去申购资产单位，则该部份的供款金额会先列于相关的暂存账户直到下一个可申购资产的估值日。

#### 6.1 定期定额供款

- (a) 所有定期定额供款都应按照信托计划时间表中指定并同意的时间安排，从信托计划启动日期直到信托计划CPT到期日期。最低定期定额供款金额按频率在以下表中显示。目前，没有设定定期定额的上限，但我们保留规定上限的权利。所有款项必须存入我们与托管银行开设的保管帐户。我们保留根据通货膨胀和营运成本的变化不时调整最低定期定额金额的权利。

表 6.1: 最低定期定额供款

货币	月供	季供	半年供	年供
美元	1,000	3,000	6,000	12,000
港元	8,000	24,000	48,000	96,000
新元	1,400	4,200	8,400	16,800

- (b) 支付方式由我们在处理时确定，并在我们提供给阁下的申请文件中列出。支付的成本必须由阁下支付。

#### 6.2 单笔额外供款

- (a) 阁下可以通过单笔额外供款来增加阁下对信托计划的供款。
- (b) 阁下单笔额外供款的次数没有限制。
- (c) 单笔额外供款只能在现行的信托计划有效期内的信托计划CPT到期日期之前的任何时间添加到现有的信托计划中，但不能单独接受作为独立计划。附加单笔贡献应与任何定期定额分开处理。
- (d) 最低单笔额外供款金额如下表所示。

表 6.2: 最低单笔额外供款

货币	美元	港元	新元
金额	10,000	80,000	14,000

- (e) 单笔额外供款仅可通过电子转帐或其他我们接受的方式进行支付。不接受信用卡付款。
- (f) 单笔额外供款将根据我们对合下资产选择的最新记录进行购买单位分配。

### 6.3 增加定期定额供款

- (a) 阁下可以透过进一步的增加定期定额供款来增加阁下对信托计划的贡献，前提是阁下要继续进行阁下的定期定额供款。
- (b) 阁下可以进行的增加定期定额供款次数不受限制。
- (c) 每个增加定期定额供款必须在信托计划CPT到期日期之前至少五年生效。
- (d) 每个增加定期定额供款的频率和支付方式必须遵循信托计划的定期定额供款。按频率的最低额外定期定额供款金额在以下表中显示。

表6.3: 最低增加定期定额供款

货币	月供	季供	半年供	年供
美元	200	600	1,200	2,400
港元	1,600	4,800	9,600	19,200
新元	280	840	1,680	3,360

- (e) 每个增加定期定额供款都将拥有自己的ICP，该ICP是由相关增加定期定额供款的CPT确定的，在相关ICP期间，在终止信托计划和/或未支付相关的增加定期定额供款时，将收取退出费用。
- (f) 增加定期定额供款将根据我们对阁下资产选择的最新记录来购买单位。
- (g) 如果阁下的定期定额供款逾期未支付（如果有的话），任何增加定期定额供款将停止。

### 6.4 减少定期定额供款和减少增加定期定额供款

- (a) 阁下可以在条件满足的情况下，降低阁下的定期定额供款一次，前提是(i) 阁下的定期定额不得低于表6.1中所示的最低定期定额供款，且(ii) 任何降低定期定额供款的操作需在阁下的定期定额供款的ICP（如适用）之后以及阁下的增加定期定额供款的ICP之后进行。
- (b) 阁下可以在条件满足的情况下，降低阁下的增加定期定额供款一次，前提是(i) 阁下的增加定期定额供款不得低于表6.3中所示的最低增加定期定额供款，且(ii) 任何降低增加定期定额供款的操作需在阁下的定期定额供款的ICP（如适用）之后以及阁下的增加定期定额供款的ICP之后进行。

### 6.5 CPT 和 ICP

- (a) 起初，阁下需选择一个与信托基金的财务目标相匹配的CPT。CPT的最短期限为五年，最长期限为三十年，前提是设定人的年龄或年龄最小的设定人（视情况而定）在信托计划CPT到期日期后的下一个生日时不超过80岁。
- (b) ICP由信托计划的CPT所决定，如下表所示。为了确定增加定期定额供款的ICP，CPT中的每个不完整年份都会被舍去为完整年份。举例来说，一个CPT为11年1个月的情况，将被视为11年，用于确定增加定期定额供款的ICP。

表6.5: 基于供款年期的首初供款期

供款年期 (CPT)	首初供款期 (ICP)
5 至 9 年	自计划生效日开始的首 15 个月
10 至 18 年	自计划生效日开始的首 18 个月
19 至 25 年	自计划生效日开始的首 24 个月
26 至 30 年	自计划生效日开始的首 30 个月

### 6.6 未缴付供款

在定期定额供款及/或任何增加定期定额供款的首初供款期内，如果阁下连续3个月未支付定期供款：

- (a) 计划将被视为不再有效（即失效）。在所有逾期供款或欠款，或其他款项未缴清之前，阁下不得进行任何计划资产的转移。
- (b) 在计划失效达到12个月，本公司将依据第2.5条款终止计划，并将兑现价值（如有）分配给受益人。在付款后，本公司在计划下的所有义务将立即停止，而根据本条款设立的信托也将自动归属。
- (c) 在计划终止之前，阁下可以依据第4.3条款申请恢复计划

### 6.7 首初供款期后未支付供款将进入供款假期。

在定期供款及任何增加定期供款的首初供款期后，如果您在有关供款到期日起的宽限期后 30 个日历日内未能支付供款，则：

- (a) 计划将自动进入供款假期状态，此举不会影响剩余的供款年期。
- (b) 如果连续超过 24 个月未支付任何定期供款或增加定期供款，则计划将变为停供状态，并适用第 7.5 条款的规定，对计划征收停供期行政费。
- (c) 计划将持续处于停供状态，直至根据第 4.3 条款被取消、终止或恢复。
- (d) 计划处于停供状态时，第 6 条款列出的相关费用仍需持续支付。
- (e) 如果剩余计划价值不足以支付计划的费用，或者计划的兑现价值低于 100 美元/800 港元/140 新元，则计划将被无偿终止，所有利益也将停止。

### 6.8 改变供款频率

定期定额供款可以每月、每季、每半年或每年支付。定期定额供款的支付频率可以在我们的同意下进行更改，并受我们可能要求的条件约束，这种更改将在信托计划开始日期的下一个周年生效。

如有增加定期定额供款，则必须遵循定期定额供款的供款频率。

## 7. 费用条款

计划的有关收费将支付给本公司，以提供及管理计划。费用收取的有关详情如下：

### 7.1 信托计划费

每月计划费用为7美元或等值金额（如供款金额为非美元，请参考条款2.3(d)的汇率兑换率表），在首初供款期间该费用将从供款金额中先行扣取，然后根据我们记录中的最新资产选择购买所选资产。首初供款期后，每月7美元的计划费用将从分配到累积账户中的资产单位中扣取。

计划费用需在整个供款年期内支付。如果信托计划处于“供款假期”或“暂停供款”状态，该费用仍将从累积账户中扣取等值的单位；若计划中没有足够单位供扣取，则费用将先行累积，并于以下情况中扣取：

- (a) 当再次收到供款时，从供款中扣取；
- (b) 当计划终止时，从兑现价值中扣取；
- (c) 当计划供款年期满时，从计划账户单位中扣取；
- 视具体情况适用。

### 7.2 信托结算费

（仅适用于定期定额供款和增加定期定额供款）

目前的信托结算费用适用于整个 CPT 期间的在首初帐户上的定期定额供款和任何增加定期定额供款。此费用应提前支付整个 CPT 的费用，并将在相应首初帐户的相关 CPT 期间通过取消用于首初帐户的分配单位来扣

减。每月的信托结算费用为月底首初帐户价值的 0.5%，应于下个月的首个日历日期支付。

在收到完整的申请后，Metis 将进行了解阁下的客户 (KYC)、反洗钱和尽职调查。信托结算费用是为了我们在信托计划生效后，并经 Metis 验证相应 ICP 内的供款而履行我们的义务而设立的。Metis 将在验证收到的供款后识别不可退还的提前支付信托结算费用。

关于这项费用以名义单位扣减，它将以每月累积并扣减。

### 7.3 行政费

- (a) 将对累积帐户的月底价值征收每月费用，应于随后月份的第一个日历日期支付。此费用适用直至信托计划终止，并应通过取消累积帐户中的单位来支付。目前的行政费用设置为每月 0.12%。
- (b) 如果累积帐户中的单位不足以支付这些扣减，则扣减将从首初帐户中进行。

### 7.4 供款费 (仅适用于额外的单笔供款)

每个额外单笔供款的当前费用为所作的额外单笔供款的 5%。这是每个额外单笔供款至信托计划的一次性提前收取费用。

### 7.5 停供期行政费

- (a) 当前的已付清费用为每月首初帐户价值的 0.02%，并受第 7.6 条款的约束。
- (b) 费用以欠款方式支付，通过扣除首初帐户或累积帐户中的单位 (视情况而定) 来支付。

### 7.6 提早退出费

- (a) 退出费用应当于以下情况之一时征收：(i) 在 CPT 内根据条款 2.5 中的终止，以及(ii) 未在增加定期定额供款的 ICP 内支付增加定期定额供款。
- (b) 提早退出费用率取决于距离提早退出费豁免日期的剩余年份。为了确定提早退出费用率，任何未完成的年份以一个年计。例如，剩余期限为 11 个年又 1 月将被视为 12 年，而相应的提早退出费用率将按照表 7.6 为 56%。

表 7.6: 退出费用率

CPT 剩余年期	退出费率	CPT 剩余年期	退出费率	CPT 剩余年期	退出费率
30	100	20	74	10	50
29	90	19	71	9	47
28	88	18	69	8	44
27	86	17	66	7	40
26	84	16	64	6	35
25	83	15	62	5	30
24	81	14	60	4	25
23	80	13	58	3	20
22	78	12	56	2	15
21	76	11	54	1	8

- (c) 退出费用等于 (i) 适用的退出费用率乘以 (ii) 截至取消单位的日期，以供款所购买的首初单位的首初帐户价值。
- (d) 退出费用将通过取消在 ICP 期间供款的首初帐户的单位来实施。

### 7.7 转换费

目前变更资产选择并无转换费。然而，本公司保留随时采取及修订该费用的权利。在因本公司关闭相关基金或终止结构性产品时所发生的非自愿性资产转换的情况下，本公司将不会收取转换费。

## 7.8 资产内的收费

资产费用取决于资产选择，并基于我们国际资产选择中提供的资产范围。有关更多信息，请参阅各个资产经理/发行商/交易商发布的个别资产说明书。

### 7.8.1 年管理费或保管费

该费用由基金经理和产品发行商与商品交易商厘定，且可不时更改。基金经理和产品发行商会从基础资产中直接扣除该费用，并反映于相关单位价格，因此阁下不需另行支付该费用。若为商品，则阁下可能会被要求另行支付有关费用。

### 7.8.2 买卖价差

「买价」指就阁下分配到计划中的某个资产单位支付的价格。「卖价」指就本公司卖回计划资产单位的价格。基金或结构性产品或商品之买价与卖价的差额即为买卖价差，该价差即实际上阁下给予基金经理或产品发行商或商品交易商的费用，且该价差在基金和结构性产品与商品间或有不同。

- (a) 目前，就我们国际资产选择简介中所列的所有基金而言，买卖价差为零，计划下的所有基金的详情可参见基金的章程。然而，结构性产品与商品仍可能有买卖价差，实际收费依各结构性产品或商品交易商公布的产品细节说明为主。
- (b) 本公司保留收取买卖价差的权利，以反映当基础基金经理收取赎回费或基础产品发行商或基础商品交易商修改收费结构时适用。

### 7.8.3 提前赎回费

此费用由基金经理或基础产品发行商或商品交易商决定，且不同的基金或结构性产品或商品其费用可能不同。此费用 (如有) 适用于当阁下在资产所要求的持有期间到期前申请赎回或转出。详情请参见由每个基金经理、产品发行商或商品交易商或 Metis 所发行的产品资讯说明。

## 7.9 资产组合管理费/服务及咨询费 (如适用)

- (a) 如果您选择任命投资组合经理或顾问，可能会收取资产组合管理费或服务及咨询费。该费用为可选项，需由您与指定的第三方投资组合经理或顾问达成一致。您将负责支付该费用。如适用，资产组合管理费或服务及咨询费将由 Metis 代表信托基金首先支付给投资组合经理或顾问，并按以下方式报销给 Metis：
  - (i) Metis 有权从累积账户中提取必要数量的单位，并将这些单位转移至 [Metis 的费用收款账户]；
  - (b) 如果累积账户中的单位不足以全额补偿 Metis，则 Metis 有权从首初账户中以与第 7.9(b)(i) 条款相同的方式获得任何短缺的补偿。

## 7.10 其他费用 (如适用)

因本计划而产生或与之有关的任何费用或传送费用将透过注销计划首初单位及累积单予以支付。

## 7.11 费用的更改

我们保留在给予阁下不少于三个月事先书面通知或符合相关监管要求的其他通知期间内变更第 7.1 条至第 7.7 条所述费用的权利。

如果相关资产经理/发行商/交易商变更第 7.8 条至第 7.10 条下的费用或实施新费用，我们将在我们收到相关资产经理/发行商/交易商通知这些变更的 30 个工作日内，书面通知阁下有关变更

## 8. 资产条款

阁下的资产的选择 (“资产选择”) 包括我们国际资产选择中列出的基金，该清单可能会不时由我们进行修改。我们对阁下因此信息或相关信息所遭受的任何损失概不负责。

阁下在本保留权力信托项下的投资决定及计划中任何因市场价值变动所涉及的风险，概由阁下承担。在订立本契约及作出计划的投资决定时，建议阁下须对该等决定作出适当及谨慎考虑，如阁下认为必要时应寻求独立的第三方意见。

若任何资产以计划币别之外的币别估值，则依据当时市场上取得之商业汇率，将该价值转换为依计划币别的估值（依据我们独立且绝对的裁量权由我们来决定）。

表 8：不同计划货币下每种资产选择所需的最低供款金额

币种		美元	港元	新元
		美元	港元	新元
定期供款	每月	200	1,400	280
	每季	600	4,200	840
	每半年	1,200	8,400	1,680
	每年	2,400	16,800	3,360
Single Contribution		2,000	16,000	2,800

如果任何资产的估值货币与估值货币不同，则其价值将根据现行汇率（由我们全权裁定）转换为估值货币。

### 8.1 资产

尽管我们可能提供给阁下资产选择相关的信息，包括投资目标、交易日、预期投资、投资限制、费用和收费，但我们不对该资产（或这些资产）的投资表现负责。

作为受托人，我们将根据阁下最新的资产选择记录，通过代理人购买、持有或出售信托计划帐户中的单位。在这方面，为了明确起见，我们将作为主体而非阁下的代理人的身分与相关第三方进行交易。阁下理解单位将以Metis的名义或由我们指定的代理人的名义登记。为了对信托计划进行估值，就计划资产选择所分配到的资产单位数，仅为名义上的。

由于计划的各项收费，阁下资产选择的回报可能低于基础资产本身的回报。个人持有计划的名义单位被各自独立记录于Metis的管理系统中。阁下可随时要求该等名义单位之估值，该估值乃依据基础基金经理或结构性产品发行商或商品交易所所提供之最新可得单位价格而来。

### 8.2 单位

不论本协议有任何其他规定，如发生本公司无法控制的事件或情况，包括但不限于本公司托管银行或任何基金或其基金经理或结构性产品发行商或商品交易所所在地为公众假期，以致未能或延迟购买或处置计划的任何单位，本公司概不就有关延迟或未能执行交易承担任何责任。

Metis于营业日截止时间当下或之前收到的交易要求，将依Metis接受该交易申请之日的下一个适用的估值日，对资产的单位价格及取得的汇率进行处理（T+1）。任何交易要求于任何日的截止时间后收到，均将视该申请乃为Metis于下一个营业日所收到般处理。本公司有权随时更改截止时间。

#### 8.2.1 单位的分配

透过任何定期定额供款或增加定期定额供款在ICP期间购买的单位（“**首初单位**”）和额外奖赏（如有），将会分配到首初帐户。透过任何在ICP之后的定期定额供款或单笔额外供款（任何时候作出）购买的单位（“**累积单位**”），包括忠诚奖赏，将会被分配至累积帐户。当CPT完结所有首初单位将被转至累积帐户。

#### 8.2.2 单位的扣减

所有适用于信托计划的相关费用和收费都将按照条款7的规定，通过扣减信托计划帐户中足够的单位来支付。要扣减的单位数量将根据下一个适用的估值日资产的卖价价格进行计算，或使用我们可得到的价格，并且这些单位将按照我们最新记录的阁下的资产选择进行扣减。

#### 8.2.3 单位的交易

Metis及与我们相关的实体、其任何高级职员、董事和员工，以及其他任何人，无论是否代表自己，可以以与受托人未担任受托人时相同的权利购买、持有或出售单位，或通过提名人进行上述操作，并有权保留所获得的任何利润，且在任何情况下不需向您或任何其他人士由此或与之相关的任何利润、经纪费用、佣金、报酬、回扣或其他金额或利益进行报告或承担任何责任。

### 8.3 资产转换

在信托计划有效期内，阁下可以申请将单位从任何资产转换为国际资产选择中列出的其他资产，但需遵守我们不时通知阁下的交易指南。阁下可以进行任意次数的转换，但每个信托计划内的每个资产选择所分配的金额必须等于或大于最低配置金额，并且遵循以下条款：

- 本公司仅接受每个转换指示必须为整数的百分比。
- 在转换后，未来的投入将根据阁下在我们记录的最近资产选择配置。
- 在代表一种资产选择的帐户单位被切换到代表另一种资产选择的单位时，本应自旧资产单位收取用以支付计划的相关费用，将改自新产生的资产单位扣取。
- 若欲出售资产的单位货币与欲购买的单位货币不同，我们将以当时的汇率（由我们全权决定）将出售的资产价值转换为购买单位货币的资产币种，然后再进行相应的单位购买。
- 转换资产选择亦受Metis不时决定的任何其他管理规则所限。
- 本公司在向阁下发出不少于三个月的提前通知或较短期限的通知后，可就资产转换征收费用及/或限制资产转换的次数。然而，若发生由本公司决定关闭相关资产；或终止或停止结构性产品申购；或停止持有商品时之非自愿性转换资产的情况下，本公司将不会征收该费用。

### 8.4 暂存账户

由于资产转换之间的交易频率不同或有时间差，Metis备有暂存账户以在未能立即将刚收讫之供款或将转出资产投资至所选择目标资产的情况下，暂时持有该款项。本公司将竭尽所能尽快将相关单位分配至计划首初或累积账户。暂存账户由本公司托管银行保管。

### 8.5 超额现金账户

Metis维持一个超额现金帐户来持在CPT期间由委托人（或委托人指定的缴款支付人）支付的超额现金期间支付的缴款。

### 8.6 更改未来供款配置

未来供款配置可更改为选择其他资产，而无需转换现有持有的资产。

- 阁下可以随时向我们提出申请，将阁下的未来的供款配置到新的资产选择。前提是要满足每项关于新的资产选择的资产的最低分配要求。
- 如需申请更改未来供款配置，阁下必须提交相关申请表或（前提是阁下已申请此类线上服务）透过我们网站的更改未来供款配置的功能请。每个重新配置指令必须指定每个资产选择的分配比例，我们只接受可以用整数表示的每个分配的百分比的更改配置指令。新的配置将于我们分配下一次供款之日生效。

### 8.7 配息

在资产支付股息的情况下，我们可能会计算阁下应得的金额，并拥有全权决定将股息支付至信托基金。股息将在收到金额后一个月内在按照我们最新记录的资产选择，进行再投资。

但是，如果在股息宣布和支付日期之间终止信托计划，只有超过100美元/800港元/140新加坡元的股息支付将会支付给信托基金。如果股息支付金额小于或等于100美元/800港元/140新加坡元，则该金额将作为行政服务费由我们保留。

### 8.8 暂停单位价格的厘定

在以下情况，Metis可全权决定暂停买入、出售或作出单位估值：

- 任何资产被暂停交易；
- 任何涉及单位价格报价的证券交易所或市场关闭（正常的休市时间及非营业日除外）或限制交易；
- 当基金经理负责管理的任何基金或结构性产品的发行商或商品交



- 易商无法汇出资金，或认为不能按正常汇率为计划内已完成买卖的资产单位作出任何款项转移时；
- (d) 任何投资或资产变现或单位的注销过程中可能涉及的资金汇出或汇回，经Metis判断无法立即以正常汇率执行或者将出现延迟时；
  - (e) 当该项买入或卖出指示，并非按照计划条款所要求发出；及/或
  - (f) 在任何其他情况下，无法计算出公平及准确的单位价格时。

## 8.9 资产关闭 / 合并 / 分割

- (a) 本公司可随时关闭或停止提供某资产或停止执行任何资产单位分配或停止执行任何资产转换，例如，当下列事项发生时：
  - (i) 资产在被认可的证券交易所或市场停止报价或因其他因素而不接受进一步投资；及 / 或
  - (ii) 由于环境、法律、法规、政府政策、币别或资本控制、政治发展、国外投资限制等发生任何变化，或者资产的投资计划或目标难以实现或资产规模小于章程、说明书或产品条款说明书(视状况而定)中的下限规定，基础基金经理或发行商或交易商可自行决定关闭、终止、合并或分拆基金；或
  - (iii) Metis 于任何资产中的投资低于使该资产的管理具经济效益的水平时，在本公司采取第 8.8 (a) 条款许可的任何措施前，本公司将给予阁下至少一个月的先书面通知或其他较短的通知期（若本公司认为给予提前一个月的通知乃不可行时）。在此种情况下，本公司有权决定，将资产中的所有单位转移至拥有同样或类似投资目标（如可能）的其他资产。
- (b) 若资产已经或将要关闭、合并、分拆或终止，本公司将在可行的情况下尽快以书面通知阁下（「关闭通知」）。若阁下在本公司发出关闭通知前或发出时已经进行赎回资产单位，则该笔资产款项将放入暂存账户中或由本公司全权安排。一经收到关闭通知，阁下可于关闭通知中所载明的期限内向本公司提交书面指示。本公司将按照阁下的书面指示，将卖出的资产款项用以买入指定之其它资产单位。
- (c) 若阁下未于关闭通知中载明的期限内对本公司作出指示，本公司将按照通知中的说明代为选择买入一个或多个其他资产单位。若购买一个或多个其他资产单位不可行，或者在本公司衡量后觉得对信托资产不利，本公司将把赎回款项放入暂存账户或货币市场基金。
- (d) 有关资产单位的买卖，将会依照各自资产的单位价格进行交易。
- (e) 若阁下资产选择分配的现有指示涉及本公司已停止或关闭，或将停止或关闭的资产，则当阁下作出任何增加供款时，阁下必须更改配置指示排除该资产；否则，本公司会将阁下资产选择中的该资产改分配至其他依本公司全权决定认为适宜的资产。

## 9. 海外账户税收遵从法("FATCA")

在特定国家，FATCA 对金融机构的影响可能会受到美国与该国之间的政府间协议 (IGA) 的修改。美国已经与新加坡签署了一份政府间协议 (新加坡 IGA)。

由于 Metis 是在新加坡注册的公司，新加坡 IGA 应适用于 Metis。根据新加坡 IGA，我们有义务遵守指定的尽职审查程序，并向美国国税局 (IRS) 报告“美国账户”和“非参与外国金融机构 (非参与 FFI)”相关的账户信息。

阁下可能会被要求向 Metis 提供自我证明或其他文件，以确定阁下的税务居民身分。此外，如果有任何改变阁下的税务居民身分的情况，或者有理由让我们知道自我证明是不正确或不靠谱的，阁下可能需要提供新的自我证明和/或额外的文件。

为了遵守 FATCA，并依据任何当地或外国法律、法规和/或满足 Metis 的报告义务，Metis 可能会收集、储存、使用、处理、披露和向任何相关的税务机构报告所提供的任何个人信息。

在 Metis 与阁下双方关系持续的其间，为遵循 FATCA 的规范，Metis 保留要求的权利而阁下有义务提供额外文件证明以确认为美国或非美国身份。

如果阁下未能在 Metis 所指定的时间内向我们提供任何必要的信息或根

据我们在申请表格或相关文件中指定的行动，我们有权做出我们认为适当的结论，并保留终止信托计划或将信托计划归类为“不同意”或“非参与的外国金融机构”，或根据 FATCA 规定进行扣缴和报告的权利。

阁下同意 Metis 或我们的子公司/联营公司收集与信托计划的申请和处理相关的任何信息。进一步同意根据相关税务要求和适用的所有法律法规，将上述信息以及我们收集的与信托计划的任何其他信息与其子公司/联营公司和相关的政府/税务机构共享。上述处理程序以及相关的数据处理可能涉及将信息转移到新加坡境外，并可能通过中介机构、服务提供商、交易对手或政府机构/当局进行数据传输。如果在任何转移过程中涉及收款人或任何第三方信息，阁下必须从所有相关方获取必要的同意来提供上述信息。

## 10. 共同申报准则

经济合作与发展组织 (简称 OECD) 的「共同申报准则」(简称 CRS) 制定了一种全球协调的方法，用于披露个人和组织的信息。CRS 为金融机构定义了新的尽职审查、了解客户/反洗钱和报告规则，新加坡通过 2016 年所得税《(国际税务合规协议) (共同申报准则)》法规 (CRS 法规) 予以实施。

根据 CRS 和 CRS 法规，受其规范的金融机构包括获得许可的信托公司。

为遵守 CRS 和 CRS 法规的义务，我们将不时要求阁下提供某些信息和/或文件，并与阁下确认其及时性和准确性。阁下同意将根据我们的要求提供所有信息和文件。

我们将向新加坡税务局报告和共享关于阁下和阁下的账户的信息，该信息可能由新加坡税务局转交给其他司法管辖区的税务机构。

## 11. 其他条款

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= 本计划条款及细则页尾 =