

HSBC Expat Banking Terms of Business

These Terms of Business are effective from 29th January 2016

Your agreement with us consists of these Banking Terms of Business, which include Section 1 (General Terms), Section 2 (Your Accounts) and Section 3 (Product Conditions), together with any Additional Conditions that apply to any products/services that you have with us (together known as the Terms).

Additional Conditions include the following, as applicable to your product/service:

- all interest rates and charges that apply to the relevant product/service and are covered in the Tariff of Charges applicable to your product/service, and on our website at <http://www.expat.hsbc.com/1/2/hsbc-expat/terms> (and which are available by telephoning us. HSBC Premier customers please call +44 1534 616 313 and HSBC Advance customers please call +44 1534 616 212); and
- any further terms we provide to you.

If any Additional Conditions contradict these Banking Terms of Business, then the Additional Conditions will apply.

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Section 1 General Terms

1. General

1.1 Definitions and other information:

"Faster Payments" means a same day payments-clearing scheme for electronic sterling payments in the UK.

"HSBC Bank" means HSBC Bank plc, an HSBC Group company incorporated in England;

"HSBC Group" means HSBC Holdings plc, its subsidiaries, associated and affiliated companies;

"HSBC Mobile Banking app" means the HSBC Mobile Banking application that can be downloaded to any mobile device that runs an operating system supported by us through which you can access part of the HSBC Online Banking Service;

"Online Banking Service" means the HSBC Expat online banking service you access via our website www.expat.hsbc.com, and/or our mobile banking service you access via the HSBC Mobile Banking app;

"Investment Account" means an account(s) that you have with HSBC Fund Administration (Jersey) Limited or HSBC Funds Nominee (Jersey) Limited;

"Overdraft Interest" means interest you pay for any overdraft on your account;

"PBN" means 10-digit personal banking number;

"PIN" refers to your six-digit Telephone Banking Service personal identification number (references to other PINs will be stated when referring to it);

"Secure Message" is a means of you contacting us or us contacting you about your account(s) using the secure electronic message service in our Online Banking Service.

'Security Details' means the unique memorable question and answer, password and security questions and answers chosen and set up by you to access our Online Banking Service. This also includes your HSBC secure key PIN and digital secure key password;

"Telephone Banking Service" means the HSBC Expat telephone banking service;

'User Guide' means the guidance and information set out in our answers to Frequently Asked Questions (FAQs) and "Help" pages of the Online Banking Service and all other guidance issued by us in connection with the Online Banking Service.

"we", "us" and "our" means HSBC Bank International Limited, trading as HSBC Expat;

"you" means the person, persons or company in whose name(s) the account(s) maintained by us are held.

Where we ask you to telephone us, HSBC Premier customers please call +44 1534 616 313 and HSBC Advance customers please call +44 1534 616 212.

Where we refer to times in the Terms, this will be UK time.

1.2 These Terms apply to:

- Bank Accounts, Online Bonus Saver Accounts, Saver Accounts, Currency Savings Accounts and Fixed Term Deposit Accounts;
- the following products which are no longer available for sale: Multi Currency Cheque Deposit Account, 30 Day Notice account and 90 Day Notice Account and Fixed Rate Saver Account;
- our services (including HSBC Premier and HSBC Advance);
- any sole and joint accounts you have with us;
- any other accounts that we tell you they apply to.

1.3 We will only open accounts for business customers in exceptional circumstances, as our accounts and services are designed for personal customers. If you are a business

customer, then certain services that are available to personal customers will not be available to you.

1.4 These Terms are governed by the laws of Jersey. You and we submit to the non-exclusive jurisdiction of the courts of Jersey.

1.5 These Terms are in English and we will communicate with you in English. You can ask us for another copy of these Terms at any time by telephoning us.

These Terms are also available on our website www.expat.hsbc.com.

1.6 You must be at least 18 years of age to open an account with us. We will require proof of your identity when opening an account.

1.7 Bank Accounts and Savings Accounts are available in sterling, US dollar and euro. Currency Savings Accounts are available in multiple currencies.

1.8 You can give us instructions via our Online Banking Service, by post and via our Telephone Banking Service. There may be instances where we are unable to assist you if we are unable to identify you. Please see clause 3.1 in this Section.

1.9 We may change our banking hours, banking practices and similar matters and we will endeavour to give you prior notification, however there may be circumstances where we may not be able to.

1.10 We require current principal residential and correspondence addresses (which may be the same) from you at all times. We will not accept a PO Box number as a principal residential address, but we will accept this as a correspondence address.

1.11 If we deem you to live in a sensitive country, we may courier some important communications to you. Our courier charges are set out in our Tariff of Charges and will be payable by you.

1.12 You agree that we may use any contact details you have provided to us, including your postal address which could be your principal residential and correspondence address (if you have one), telephone number(s) (including your mobile telephone number) and email address to contact you for service or operational reasons. These include telling you about changes to the Terms that apply to your account(s) and generally communicating with you about the day-to-day running of your account(s), products and services.

If you are registered for our Online Banking Service, you agree that we may also contact you using our Secure Message service within our Online Banking Service for these purposes.

You must ensure that the contact details you provide are accurate and that you notify us promptly of any changes, including to your email address, telephone number(s), principal residential address and correspondence address. Remember, communications may contain confidential information and if anyone else has access to your email inbox or mobile telephone messages, for example, they may be able to see this. If you would prefer that we do not contact you for service or operational reasons by email, mobile message or Secure Message, please let us know. While we will try to use your preferred channels wherever possible, you may continue to receive important service messages via these channels, for example, when we need to contact you urgently. We will also use Secure Messages to contact you in respect of any accounts you hold that are managed solely online, e.g. Online Bonus Saver Account. In the event that we are unable to contact you at your correspondence address, we will contact you at your principal residential address.

1.13 To comply with all applicable regulatory requirements, we may ask you to provide information and/or documents confirming the source of your funds and the source of your wealth, including information about where in the world you have generated income, and generated your wealth during your lifetime.

1.14 We will not be responsible to you if we fail to comply with any of these Terms:

- due to abnormal and unforeseen circumstances beyond our control, the consequences of which would have been unavoidable despite all efforts to the contrary; or
- where our failure to comply is due to any obligations we have under Jersey, or international law.

1.15 We may occasionally allow you extra time to comply with your obligations or decide not to exercise some of our rights. However, we can still insist on the strict application of these Terms later on.

1.16 If any part of these Terms proves to be unenforceable in any way, this will not affect the validity of the remaining Terms in any way. Any relaxation by us of any of these Terms from time to time does not affect our right to enforce these Terms strictly at any time.

1.17 We may transfer to a third party all or any of our rights in relation to your account. We may also transfer any of our obligations, but only to someone we reasonably consider capable of performing them. This includes us appointing another HSBC Group company as our agent to act on our behalf for debt recovery purposes.

You may not transfer any of your rights or obligations in relation to your account or transfer or assign any account or deposit.

1.18 You must not use any facilities provided by us for illegal purposes.

1.19 Our right of “set-off”

1.19.1 If:

- any accounts you hold with us in your sole name and which you hold jointly with another person(s) are in credit;

and

- you have failed to pay us any amount which you owe on any other accounts you hold with us (in your sole name or which you hold jointly with another person(s)) anywhere (including any card accounts and those in different currencies) or any other amount you owe us, we may use the money you hold with us to reduce or repay the amount which you owe us.

This is called our right of “set-off” and the provisions of this clause 1.19 constitute what is for the purposes of Jersey law (where it applies to these Terms) a “set-off provision”.

1.19.2 In addition, if any accounts you hold with us (in your sole name or which you hold jointly with another person(s)) are in credit, we may use that money to repay any amount you owe on any other account (in your sole name or which you hold jointly with another person(s)) with any other company in the HSBC Group anywhere (unless we are prevented from doing so by law). This means:

- if you hold a sole account with us which is in credit, we can apply the monies in that account to reduce or extinguish any debit balance on any other HSBC account you hold in your sole name; and
- if you hold a sole account with us which is in credit, we can apply the monies in that account to reduce or extinguish any debit balance on any other HSBC account you hold jointly with another account holder; and
- if you and another account holder hold a joint account with us which is in credit, we can apply the monies in that joint account to reduce or extinguish any debit balance on any other HSBC joint account you hold with that account holder; and

- if you and another account holder hold a joint account with us which is in credit, we can apply the monies in that joint account to reduce or extinguish any debit balance on any other HSBC account you hold in your sole name; and
- if you and another account holder hold a joint account with us which is in credit, we can apply the monies in that joint account to reduce or extinguish any debit balance on any other HSBC account held by that account holder in their sole name.

1.19.3 We will not use our right of set-off:

- against any money which we hold in an account in your name which you have advised us is not yours; or
- against any money which we are required to hold by law in an account in your name for someone else; or
- in any way that contravenes any law, regulation, code of conduct or industry guidance.

1.19.4 If we decide to use our right of “set-off”:

- we will tell you promptly after we have exercised our right and the amount(s) we have debited from which account(s); and
- in doing so, we may (and you irrevocably authorise us to) convert to another currency that is in a currency other than the account we are debiting, at the HSBC exchange rate that applies at the time.

2. Telephone Banking Service

2.1 To use our Telephone Banking Service, you will require a PBN and a Telephone Banking Service PIN. The PIN will be sent to your correspondence address. We will send you your PBN by email and send a confirmation to your correspondence address by post or email and the PIN will be sent to you by post. You will be asked to enter your PBN followed by your Telephone Banking PIN using the buttons on your telephone keypad. If you have lost or forgotten your PBN or PIN;

- you will be able to re-set your PIN; or
- we can remind you what your PBN is provided you are able to answer additional security questions.

2.2 Once we have completed our security procedures, we can act on any instructions given to us, including payments of money from your account, even if these instructions were not given by you or with your authority. However, your responsibility for transactions or instructions, which have not been authorised by you, will be limited in the way set out in clause 2.3 below.

2.3 If instructions are not actually given by you or with your authority, unless clause 2.4 below applies, we will add back to your account the amount of the unauthorised transaction, including any related interest (if applicable) and charges.

We will have no further responsibility to you.

2.4 However, you will be responsible for all losses (including the amount of any transaction carried out without your authority) if we can prove that you have acted without reasonable care, which includes not complying with clause 3.2 in this Section, so as to allow an unauthorised transaction, or that you have acted fraudulently.

2.5 Once you have told us that:

- you know or suspect that an unauthorised call has been made to our Telephone Banking Service; or
- someone else knows your security number, password or that your personal Security Details have been used by a third party to access our Telephone Banking Service. You will not be responsible for any unauthorised instructions carried out after we have had a reasonable time to put additional security measures in place, except if we can prove that you have acted fraudulently (see also clause 3.2 in this Section).

2.6 We may refuse to carry out a payment instruction if it exceeds a particular value or if we feel there is a reason to do so, such as a suspected breach of security. We will tell you about this. We may carry out further security measures to ensure, as far as possible, that the instruction has been authorised by you. This may delay completion of the payment instruction.

2.7 You agree that any use by you (or anyone purporting to be you, who correctly completes our security procedures) of our Telephone Banking Service will be taken as acceptance of these Terms.

2.8 We may suspend or terminate any part of our Telephone Banking Service at any time for maintenance, service or security reasons. We will try to inform you in advance, but it may not always be possible to do so.

2.9 If you have forgotten your PBN or PIN, email a request to expat@hsbc.com or call us.

We will resend your PBN to you via email and, for your added security, we will send your PIN by post (please note that it could take a number of days for you to receive your PIN).

3. Security Details

3.1 We may not be able to assist you if we are unable to identify you as our customer using our security procedures. We reserve the right to ask you to provide additional personal information and/or original signed instructions.

3.2 You must take all reasonable precautions to keep safe and prevent fraudulent use of any cards, security devices (such as the HSBC Secure Key) and Security Details (including PIN, PBN, security numbers, passwords or other details including those which allow you to use our Online Banking Service and Telephone Banking Service). These precautions include but are not limited to all of the following, as applicable:

General

- never writing down or otherwise recording your PBN, PIN and other Security Details in a way that can be understood by someone else;
- not choosing Security Details that may be easy to guess;
- taking care to ensure that no one hears or sees your Security Details when you use them;
- keeping your Security Details unique to your accounts with us;
- not allowing anyone else to have or use your card, security devices, PBN or PIN or any of your Security Details (including the Telephone Banking Service and Online Banking Service) and not disclosing them to anyone, including the police and us, except your card number and other card details when using your card to make payments, and your Security Details when registering for or resetting your Telephone Banking Service and Online Banking Service Security Details (but even then do not disclose in full);
- keeping card receipts and other information about your account containing personal details (such as statements) safe and disposing of them safely. People who commit fraud use many methods, such as searching in dustbins to obtain this type of information. You should take simple precautions such as shredding paper containing such information;
- changing your Security Details immediately and telling us as soon as possible in accordance with clause 3.5 (in this Section) if you know, or even suspect, that someone else knows any of those details, or if we ask you to; and
- keeping your card, security devices, PBN, PIN and other Security Details safe.

Cards, PBN and PIN

- safely destroying any PBN or PIN advice we send you immediately after receipt, e.g. by shredding it;
- signing each card as soon as you receive it if it bears a signature strip;

- keeping your debit card separately from your cheques;
- not disclosing the card number, PBN, PIN or card security codes except when using the cards to make payments;
- not disclosing your PBN or PIN for mail order payments or when paying for goods and services over the telephone or through the internet;
- not tampering with the card; and complying with all reasonable instructions we issue regarding keeping your card, PBN and PIN safe.

Telephone Banking

- when you call us, we will confirm your identity using our current security procedures. We will never ask you for more than two digits of your security number. We may not be able to assist you if we are unable to identify you as our customer using our security procedures;
- when we call you, we will never ask for details of your security number or password or other Security Details to identify you as our customer. We will ask you questions based on information known to us about you and the transactions on your account; and
- when you contact us by telephone, you should not use cordless or mobile telephones operating on an analogue network. We recommend that you use either a landline or a digital mobile telephone. We are not responsible for the security of your account if anyone else overhears you speaking to us on the telephone.

Online Banking Service

- keep your internet enabled device secure by using and staying up to date with security software containing anti-virus, anti-spyware and firewall technology, and software and operating system patches;
- keep any security devices, your passwords, PBN and PINs and other Security Details secret – we will never ask you for your online banking security information in full;
- if accessing via an internet browser, always access the Online Banking Service by typing in our URL, never go to Online Banking site from a link in an email and then enter personal details;
- never access the Online Banking Service from any internet enabled device connected to a local area network (LAN) (this is usually the case for computers you use at work) or any public internet access device or access point (e.g. at an internet cafe) without first making sure that no one else will be able to observe or copy your access, or get access to the Online Banking Service, by pretending to be you;
- never record your Security Details on any software which retains them automatically (e.g. any computer screen prompts or 'save password' feature or the line on your internet browser) unless retaining them is a specific function of a banking service provided by us;
- once you have logged on to the Online Banking Service, do not leave the device from which you have accessed it or let anyone else use that device until you have logged off; and
- follow all security measures recommended by the manufacturer of the device you use to access the Online Banking Service, e.g. the use of personal identification numbers for smartphones and/or tablets with internet access.

You agree to comply with any instruction or recommendation we may issue about security when using the Online Banking Service and/or website.

3.3 We will ask you to co-operate with us and the police in relation to any investigation into the actual or suspected misuse of your cards, PBN, PIN, username or Security Details and/or accounts. You must report any unauthorised transactions to the police within seven working days of our request. We may also disclose information about you or your account to the police or other third parties if we think it will help prevent or recover losses.

- 3.4 From time to time, we may make other services for which security number(s) or a password is required. We will notify you of any terms at the time you apply for such services.
- 3.5 To help us prevent fraud, you must call us immediately by telephone if any card, PBN, PIN, username or Security Details are lost or stolen, or you suspect someone has tried to use them, or if you do not recognise any transactions shown on your statement. Unless you tell us about any transactions you do not recognise, we will treat all transactions on the account as yours. This will not prevent you from later disputing you authorised the transaction.
- 3.6 We carry out certain checks on transactions on your account as part of our fraud prevention measures.
- 3.7 We may contact you by post, telephone (including mobile telephone), email, mobile messaging or (if you are registered for our Online Banking Service) Secure Message to advise that there may be suspicious activity on your account, or leave a message to ask that you call us. If we ask for you, you must contact us as soon as possible. In respect of payments made through our Telephone Banking Service or our Online Banking Service, if you do not reply to us, we will assume you have not authorised the transaction and it will not proceed.
- For payments made using your debit card, if you do not reply to us and we do not have any reason to believe there are any other suspicious transactions on your account, we will assume you have authorised the card payment and allow it to proceed.
- 3.8 You can instruct us to stop or cancel a cheque as long as we receive the request to stop it before 13:30 UK time on the day the cheque is presented for payment. You must only write cheques in the currency of your account. If a cheque is lost or stolen, or if you think someone has signed one of your cheques without your permission, you must call us immediately. Cheque books remain our property at all times. They must be returned when you close your account or if we ask for their return.
- 3.9 If you have a cheque book, you must take all reasonable precautions to ensure that no one else can issue cheques from your cheque book without your knowledge. If you no longer require your cheque book, then you must return it to us.

4. Collection and use of your information

Definitions

Capitalised terms used in this clause 4 shall have the following meanings:

“Authorities” includes any judicial, administrative, public or regulatory body, any government, any Tax Authority, securities or futures exchange, court, central bank or law enforcement body, or any of their agents with jurisdiction over any part of the HSBC Group;

“Compliance Obligations” means obligations of the HSBC Group to comply with: (a) Laws or international guidance and internal policies or procedures, (b) any demand from Authorities or reporting, disclosure or other obligations under Laws, and (c) Laws requiring us to verify the identity of our customers;

“Connected Person” means a person or entity (other than you) whose information (including Personal Data or Tax Information) you provide, or which is provided on your behalf, to any member of the HSBC Group or which is otherwise received by any member of the HSBC Group in connection with the provision of the Services. A Connected Person may include, but is not limited to, any guarantor, a director or officer of a company, partners or members of a partnership, any “substantial owner”, “controlling person”, or beneficial owner, trustee, settlor or protector of a trust, account holder of a designated account, payee of a designated payment, your representative, agent or nominee, or any other persons or entities with whom you have a relationship that is relevant to your relationship with the HSBC Group;

“Controlling Persons” means individuals who exercise control over an entity. For a trust, these are the settlor, the trustees, the protector, the beneficiaries or class of beneficiaries, and anybody else who exercises ultimate effective control over the trust, and for entities other than a trust, these are persons in equivalent or similar positions of control;

“Customer Information” means your Personal Data, confidential information, and/or Tax Information or that of a Connected Person;

“Financial Crime” means money laundering, terrorist financing, bribery, corruption, tax evasion, fraud, evasion of economic or trade sanctions, and/or any acts or attempts to circumvent or violate any Laws relating to these matters;

“Laws” include any local or foreign law, regulation, judgment or court order, voluntary code, sanctions regime, agreement between any member of the HSBC Group and an Authority, or agreement or treaty between Authorities and applicable to HSBC or a member of the HSBC Group;

“Personal Data” means any information relating to an individual from which they can be identified;

“Services” includes (a) the opening, maintaining and closing of your bank accounts, (b) providing you with credit facilities and other banking products and services, processing applications, credit and eligibility assessment, and (c) maintaining our overall relationship with you, including marketing services or products to you, market research, insurance, audit and administrative purposes;

“Substantial Owners” means any individuals entitled to more than 10% of the profits of or with an interest of more than 10% in an entity either directly or indirectly;

“Tax Authorities” means UK or foreign tax, revenue or monetary Authorities (for example, Her Majesty’s Revenue and Customs);

“Tax Certification Forms” means any forms or other documentation as may be issued or required by a Tax Authority or by us from time to time to confirm your tax status or the tax status of a Connected Person;

“Tax Information” means documentation or information about your tax status and the tax status of any owner, Controlling Person, Substantial Owner or beneficial owner.

Reference to the singular includes the plural (and vice versa).

4.1 Collection, processing and sharing of customer information

These clauses 4.1 - 4.11 explain how we will use your information and that of Connected Persons. By using the Services, you agree that we and members of the HSBC Group shall use Customer Information in accordance with such clauses.

Customer Information will not be disclosed to anyone (including other members of the HSBC Group), other than where:

- we are legally required to disclose;
- we have a public duty to disclose;
- our or a third party’s legitimate business purposes require disclosure;
- the disclosure is made with your consent; or
- it is disclosed as set out in this clause.

Collection

4.1.1 We and other members of the HSBC Group may collect, use and share Customer Information (including relevant information about you, your transactions, your use of our products and services, and your relationships with the HSBC Group). Customer Information may be requested by us or on our behalf or that of the HSBC Group, and may be collected from you directly, from a person acting on your behalf, or from other sources (including from publicly available information), and it may be generated or combined with other information available to us or any member of the HSBC Group.

Processing

- 4.1.2 Customer Information will be processed, transferred and disclosed by us and/or members of the HSBC Group in connection with the following purposes:
- the provision of Services and to approve, manage, administer or effect any transactions that you request or authorise;
 - meeting Compliance Obligations;
 - conducting Financial Crime Risk Management Activity;
 - collecting any amounts due and outstanding from you;
 - conducting credit checks and obtaining or providing credit references;
 - enforcing or defending our rights, or those of a member of the HSBC Group;
 - for our internal operational requirements or those of the HSBC Group (including credit and risk management, system or product development and planning, insurance, audit and administrative purposes);
 - maintaining our overall relationship with you (including, if you agree, marketing or promoting financial services or related products, and market research); and
 - verifying your identity, (the "Purposes").

4.2 Sharing

- 4.2.1 By using the Services, you agree that we may, as necessary and appropriate for the Purposes, transfer and disclose any Customer Information to the following recipients globally (who may also process, transfer and disclose such Customer Information for the Purposes):
- any member of the HSBC Group;
 - any sub-contractors, agents, service providers, or associates of the HSBC Group (including their employees, directors and officers);
 - any Authorities, in response to their requests, or where you have provided us with false or inaccurate information and Financial Crime is detected;
 - persons acting on your behalf, payment recipients, beneficiaries, account nominees, intermediary, correspondent and agent banks, clearing houses, clearing or settlement systems, market counterparties, upstream withholding agents, swap or trade repositories, stock exchanges, companies in which you have an interest in securities (where such securities are held by us for you);
 - any party to a transaction acquiring interest in, or assuming risk in, or in connection with, the Services;
 - other financial institutions, fraud prevention organisations, trade associations, credit reference agencies or credit bureaus, and debt recovery agents;
 - any third party fund manager who provides asset management services to you;
 - any introducing broker to whom we provide introductions or referrals;
 - in connection with any HSBC business transfer, disposal, merger or acquisition; and
 - selected third parties for marketing purposes, where you have consented to marketing, wherever located, including in jurisdictions which do not have data protection laws that provide the same level of protection as the jurisdiction in which the Services are supplied.
- 4.2.2 The above recipients may also process, transfer and disclose Customer Information for the purposes set out above and they may be in countries where data protection laws don't provide the same level of protection as that in which your account is maintained.

If you appear to be tax resident outside of Jersey, then regulations on international tax transparency require us to report certain information about you and certain Connected Persons to the Jersey Tax Authority where your account is held. Under international agreements to exchange account information that Tax Authority may transfer this information to the Tax Authorities of other jurisdictions in which you or a Connected Person may be tax resident.

However, irrespective of where it is processed Customer Information will be protected by a strict code of secrecy and security applying to all members of the HSBC Group, their staff and third parties holding information on their behalf.

4.3 Your obligations

- 4.3.1 You agree to inform us promptly, and in any event, within 30 days in writing if there are any changes to Customer Information supplied to us or a member of the HSBC Group from time to time, and to respond promptly to any request from us or a member of the HSBC Group.
- 4.3.2 You must ensure that every Connected Person whose information (including Personal Data or Tax Information) you (or anyone else on your behalf) provided, or will from time to time provide, to us or a member of the HSBC Group has been notified of and agreed to the processing, disclosure and transfer of their information as set out in these Terms before their information is provided. You must at the same time advise them that they have rights of access to, and correction of, their Personal Data.
- 4.3.3 Where:
- you fail to provide promptly Customer Information that we reasonably requested, or
 - you withhold or withdraw any consents that we may need to process, transfer or disclose Customer Information for the Purposes (except for purposes connected with marketing or promoting products and services to you), or
 - we have, or a member of the HSBC Group has, suspicions regarding Financial Crime or an associated risk,

We may:

- be unable to provide new, or continue to provide all or part of the Services to you and reserve the right to terminate our relationship with you;
- take actions necessary for us or a member of the HSBC Group to meet the Compliance Obligations; and/or
- block, transfer or close your account(s) where permitted under local Laws.

In addition, if you fail to supply promptly your, or a Connected Person's, Tax Information and accompanying statements, waivers and consents, as may be requested, then we may make our own judgement with respect to your status, including whether you are reportable to a Tax Authority, and may require us or other persons to withhold amounts as may be legally required by any Tax Authority and paying such amounts to the appropriate Tax Authority.

4.4 Data protection

Whether it is processed in a home jurisdiction or overseas, in accordance with data protection legislation, Customer Information will be protected by a strict code of secrecy and security which all members of the HSBC Group, their staff and third parties are subject to.

- 4.4.1 Under data protection legislation, you can make a written request for a copy of certain personal records we hold about you. The current fee is GBP10 per request from each individual.

4.5 Financial crime risk management activity

4.5.1 We, and members of the HSBC Group, are required, and may take any action to meet Compliance Obligations relating to or in connection with the detection, investigation and prevention of Financial Crime ("Financial Crime Risk Management Activity").

Such action may include, but is not limited to:

- (a) screening, intercepting and investigating any instruction, communication, drawdown request, application for Services, or any payment sent to or by you, or on your behalf,
- (b) investigating the source of or intended recipient of funds
- (c) combining Customer Information with other related information in the possession of the HSBC Group, and/or
- (d) making further enquiries as to the status of a person or entity, whether they are subject to a sanctions regime, or confirming your identity and status.

4.5.2 Exceptionally, our Financial Crime Risk Management Activity may lead to us delaying, blocking or refusing the making or clearing of any payment, the processing of your instructions or application for Services or the provision of all or part of the Services. To the extent permissible by law, neither we nor any other member of HSBC Group shall be liable to you or any third party in respect of any loss (however it arose) that was suffered or incurred by you or a third party, caused in whole or in part in connection with the undertaking of Financial Crime Risk Management Activity.

4.6 Tax compliance

You acknowledge that you are solely responsible for understanding and complying with your tax obligations (including but not limited to tax payment or filing of returns or other required documentation relating to the payment of all relevant taxes) in all jurisdictions in which those obligations arise and relating to the opening and use of account(s) and/or Services provided by us and/or members of the HSBC Group. Each Connected Person acting in their capacity as a Connected Person (and not in their personal capacity) also makes the same acknowledgement in their own regard. Certain countries may have tax legislation with extra-territorial effect regardless of your or any Connected Person's place of domicile, residence, citizenship or incorporation. Neither we nor any member of the HSBC Group provide tax advice. You are advised to seek independent legal and/or tax advice. Neither we nor any member of the HSBC Group have responsibility in respect of your tax obligations in any jurisdiction which they may arise including any that may relate specifically to the opening and use of account(s) and/or Services provided by us and/or members of the HSBC Group.

4.7 Credit reference and fraud prevention

4.7.1 If you apply for a current account or credit, we may use details of your credit history to assess your ability to meet your financial commitments. The credit reference agencies will record details which will form part of your credit history whether or not you proceed with your application. If you make several applications within a short period of time, this may temporarily affect your ability to obtain credit. We may share details of how you manage any current accounts or borrowing from us with credit reference agencies.

4.7.2 If we make demand for repayment following default and you fail to repay the full amount due or to make and keep to acceptable proposals for repayment within 28 days, we may (in the absence of any genuine dispute about the amount owed), register the default with the credit reference agencies. This may affect your ability to obtain further credit.

4.7.3 If you make a joint application for a current account or credit, an association linking your financial records

with those of your fellow applicant(s) will be created by the credit reference agencies. The credit history of your 'associates' may be taken into consideration in any future application for credit. The association will continue to link your credit histories unless and until you successfully file a 'notice of disassociation' with the credit reference agencies.

4.7.4 Further details on credit scoring and explaining how information held by credit reference agencies and fraud prevention agencies may be used is set out in a leaflet entitled "Guide to Credit Scoring, Credit Reference and Fraud Prevention Agencies" available on our website www.expat.hsbc.com.

4.8 Website and email personalisation

When you use a computer or other device to access websites operated by or on behalf of the HSBC Group and associated third parties, information may be stored and accessed on that device:

- to improve your experience;
- to improve the functionality, security and performance of those websites;
- to provide you with promotional content; and/or
- to provide us with information about how those websites are used and how users arrive at those websites.

In the event that you receive emails sent by or on behalf of the HSBC Group, such emails may contain technologies to track for market research purposes whether you opened those emails and whether you accessed internet links contained within those emails. You agree to information being stored, accessed and used in this way.

Members of the HSBC Group may also exchange, analyse and use relevant information about you in the ways described above to ensure that promotional content displayed to you on screen when you use HSBC Group websites is more likely to be relevant and of interest. Further information on our cookie policy, site terms and privacy statement is available at our website www.expat.hsbc.com.

4.9 Further information and marketing

4.9.1 To ensure that we carry out your instructions accurately, to help us to improve our service and in the interests of security, we may monitor and/or record your communications with us including telephone calls and conversations we have with you in our branches. In the interests of security and for preventing and investigating crime we may use closed-circuit television in and around our premises for the monitoring and collection of sound and/or visual images. Any recordings remain our sole property.

4.9.2 We may make and retain copies of passports, driving licences or other identification evidence that you provide.

4.9.3 We will obtain your written consent before providing a banker's reference about you, however, if we receive a request from another financial services institution we will provide information required to verify your identity for money laundering prevention purposes. We may in some cases not be in a position to provide a banker's reference on your behalf.

4.9.4 If you change your mind at any time about receiving marketing information via post, telephone, email or any other method, or about participating in market research, then please let us know.

4.10 Miscellaneous

4.10.1 In the event of any conflict or inconsistency between any of these Terms and those in any other service, product, business relationship, account or agreement between you and us, these Terms shall prevail.

Any consents, authorisations, HSBC requested waivers and permissions that already exist from you in relation

to Customer Information shall continue to apply in full force and effect, to the extent permissible by applicable local law.

- 4.10.2 If all or any part of the provisions of these Terms become illegal, invalid or unenforceable in any respect under the law of any jurisdiction, that shall not affect or impair the legality, validity or enforceability of such provision in any other jurisdictions or the remainder of these Terms in that jurisdiction.

4.11 Survival upon termination

These clauses 4.1 – 4.11 shall continue to apply notwithstanding any termination by us or a member of the HSBC Group of the provision of any Services to you or the closure of any account.

5. Changing the Terms - general information

- 5.1 We may change interest rates and other Terms in accordance with this clause 5 and clauses 6 to 10 in this Section.
- 5.2 For products or services that you have which have particular terms that are fixed, please see the Additional Conditions for information on the circumstances in which we may make changes to those terms. If there is a conflict between this clause 5 or clauses 6 to 10 in this Section and those Additional Conditions, the Additional Conditions will apply.
- 5.3 We can tell you about changes by notice on our website www.expat.hsbc.com, through our Online Banking Service, through our Telephone Banking Service or personally. When we tell you about a change personally, we may do this by post, email, Secure Message, a message on your statement or in another way that will be sent to you individually.

6. Interest Rate Changes

- 6.1 We may change interest rates applied to money you have with us in your account. If we do this, we will update the information on our Online Banking Service and/or our website within three working days of any change.
- 6.2 Our overdraft rates are linked to, and track, the Bank of England Base Rate (for sterling overdrafts), the US Federal Reserve Funds Rate (for US dollar overdrafts) or the European Central Bank Euro Repo Rate (for euro overdrafts). If the underlying rate changes, then our overdraft rates will change within one calendar month. Details of our current overdraft rates are available within our Tariff of Charges.
- 6.3 We may change the amount by which your overdraft interest rate is set above or below the Bank of England Base Rate, the US Federal Reserve Funds Rate or the European Central Bank Repo Rate. If the change is unfavourable, we will give you at least 30 days' advance personal notice. If it is favourable to you, then we will tell you about the change within 30 days.

7. Other changes to the Terms

- 7.1 We may make changes to the monthly underfunding charges for the HSBC Premier Service and the HSBC Advance Service by giving you at least 30 days' personal advance notice.
- 7.2 We may make changes to any charges in the Tariff of Charges (other than the monthly charges described in clause 7.1 above) including changes to the basis on which we charge for operating/providing product(s)/service(s) by giving you at least 30 days' advance personal notice.
- 7.3 We may make any other changes to the Terms (including changes to any charges in the Tariff of Charges and changes to the basis on which we charge for operating/providing product(s)/service(s)), in the following ways:
- if the change is favourable to you, by within 30 days of the change, telling you about it personally; or

- if the change is not favourable to you, by giving you at least 30 days' advance personal notice.

8. Reasons for making changes

We may make any change under clauses 5 to 7 in this Section for all or any of the reasons set out in this clause 8 that apply:

- if the change is favourable to you;
- following, or in anticipation of, and to respond to a change in relevant law or regulation, or to respond to a change in industry guidance or code of practice or good banking practice;
- to respond to the making of a relevant recommendation, requirement or decision of any court, regulator or similar body;
- to respond to the cost or consequences of any event beyond our control that may impact our provision of accounts, services or facilities to you;
- to make the terms clearer;
- to respond to any change in our systems and procedures, including any change arising from any reorganisation of our business as a result of it being acquired by, or by our acquiring, another bank or organisation;
- to respond to any change in the base rate, or any rate that replaces it, as set by the Bank of England or by any bank that takes over responsibility for setting such a rate (or the equivalent rate set by the relevant country's central bank when dealing with foreign currency);
- to respond to changes or anticipated changes in costs associated with relevant technology, the costs we pay to others in respect of the product in question, inflation and/or in our cost of providing accounts, services or facilities;
- to respond to any changes or anticipated changes in money market interest rates or the cost to us of money we lend;
- to improve the services we provide; or
- to respond to our internal policies on competitiveness, market share and/or the profitability of our business as a whole, where we are not acting dishonestly, for an improper purpose, in a manner which inappropriately discriminates against a particular customer or as an unreasonable financial institution would.

9. Other reasons for making changes

We may also make a change to these Terms (other than a change of the term of any fixed term product to which they apply) under clauses 5 to 7 (in this Section) for any other valid reason.

10. What you can do when we tell you about a change

- 10.1 When we give you advance notice of a change we intend to make in accordance with clauses 5 to 8 in this Section before the change takes effect, or for changes that are not favourable to you made in accordance with clause 7.3 in this Section up to 30 days after the date of the notice to you, you may end this contract and close your account in accordance with clause 10 in Section 2 of these Terms. If you do not tell us that you want to end this contract, and if we do not hear from you as described in clause 10.2 below, before the date each change is to take effect, then you will be deemed to have accepted the change and it will take effect automatically.
- 10.2 If you do not accept a change made under clauses 5 to 10 in this Section, then you must tell us before the changes take effect and we will treat this as notice from you to end this contract and close your account immediately, in accordance with clause 10 of Section 2 of these Terms.

Section 2 Your Accounts

1. Opening an account

We may decline to open an account, refuse an application, suspend the use of or request the closure of an account, without giving a reason for any such decision. The minimum balance required to open an account may be higher than specified on our website and banking application forms for nationals or residents of a limited number of countries.

2. Operating your account(s)

2.1 Joint accounts

2.1.1 Unless this conflicts with another authority given in writing on the joint account, and until any one of you cancels this authority, you authorise us to:

- pay all cheques and accept other instructions for payment or to stop payments, signed or given by any one of you, whether the account is in debit or credit; and
- accept instructions signed or given to us by any one of you to act on behalf of you all, in all other transactions with us, including providing an overdraft or other facility, opening further accounts in your joint names (please also see clause 8.2 in this Section) or changing your statement preference.

2.1.2 We will accept such authority until it is cancelled by any one of you or treated by us as cancelled under clause 2.1.3 in this Section or cancelled by law.

2.1.3 If any one of you tells us of a dispute between any of you, we may treat this as notice of cancellation of the authority set out at clause 2.1.1 above. If we do, any further transactions, including payments by standing order or direct debit, will need the authority of you all, and the use of additional services such as our Online Banking Service may be suspended (this would mean that you would have to make alternative arrangements for your regular payments to be made). We may also ask for the return of any unused cheques and cards. Until all the cards are returned, card transactions (including those carried out via self-service machines) will continue to be deducted from the joint account. We will need the authority of all of you to pay out any credit balance on the joint account or to close the joint account.

2.1.4 We may disclose to any of you any information we hold about the account(s), including historical statement information. This means that where a sole account is converted into a joint account, statement information relating to the account when it was a sole account may be made available to any of the joint account holders.

2.1.5 If you wish to change or add names to a joint account, we require written advice signed by all parties to the account. This will be in addition to any other documentation we may require from any or all parties.

2.1.6 If you wish to remove a name from a joint account, we will need to close the account and open a new account in the name of the remaining party(ies). We will require written advice signed by all parties to the account to make this change.

2.1.7 On the death of a joint account holder, control of the account will pass to the survivor(s) on production of the death certificate, subject to any rights which we or a third party may have. You should also refer to clause 10.8 in this Section.

2.1.8 You agree that if any one of you registers for our Online Banking Service:

2.1.8.1 We may provide our Online Banking Service in respect of your joint account even if not all of you have registered for our Online Banking Service

2.1.8.2 You will be bound by our Online Banking Service terms (terms are available upon request or on our website www.expat.hsbc.com);

2.1.8.3 We may follow any instructions given to us in relation to your joint account by any one of you, even if any joint account mandate requires the authority of more than one of you. This clause overrides the mandates.

2.1.9 Where a joint account is held, and providing the account is eligible for the service, we may:

- provide our Online Banking Service in relation to your joint account if we have accepted an application for such service from any of you and the service is available for that account;
- and make information about your joint account available through the service.

2.1.10 In respect of an Investment Account held in joint names:

when using our Online Banking Service to redeem part or all of the investment, proceeds from the redemption will be paid into a bank account held with us in the same names as the investment shareholders only. Redemptions from sole accounts may be paid to a joint bank account held with us provided that the sole account holder initiating the instruction is one of the joint account holders. Redemptions from sole accounts may be paid to a joint bank account held with us provided that the sole account holder initiating the instruction is one of the joint account holders.

2.1.11 Please also see clause 4.7 in Section 1 for credit reference agency, clause 1.19 in Section 1 for Set-Off, clause 8.2 in this Section 2 for responsibility for borrowing, clause 10.2 in this Section 2 for closing an account, clause 2.2.1 in this Section 2 for statements, clause 11.5.1 to 11.5.2 in this Section 2 for fees.

2.2 Statements

2.2.1 We'll either post you a paper statement regularly (at least every 12 months) to your correspondence address, or your statement will be available to view within our Online Banking Service. There may be a charge for each paper statement we send you. Please refer to our Tariff of Charges for details on charges for paper statements.

For joint accounts, if one account holder registers for our Online Banking Service, then the statement delivery preference for each account holder will be changed to online statements (even for account holders who have not registered for Online Banking Service).

By registering for this Online Banking Services, your account statement delivery preference will automatically be changed so that you will be sent online statements on a monthly basis or, in the case of a Fixed Term Deposit Account, upon maturity. Any existing Online Banking customers will be notified prior to migrating their statement preference to online statements. Online statements are free of charge.

You, or any other party on the account, can change your statement delivery preference back to paper statements at any time by calling us.

2.2.2 You must read your statements carefully on receipt or when they are available online. To help us prevent fraud, you must tell us immediately by calling us, if you do not recognise any transaction shown on your statement or if you think any payment you have authorised has been executed incorrectly. If you do not tell us promptly (at the latest within 13 months of the date the transaction was deducted from your account), you may not be entitled to have any errors corrected.

It is Important to view your transactions regularly and keep track of your balance, review any overdraft usage and identify unusual or irregular transactions on your accounts. If you have opted for Online statements via our Online Banking Service, an email advice will be sent directly to your email address when your statement is ready for delivery. Please ensure that you maintain an active internet banking profile in order to be able to

receive your statements. If you have having difficulties accessing your online statements or would like to discuss your statement needs further please contact us on 01534 616313

- 2.2.3 When we provide you with details of the balance, it may include transactions that are still in the process of being cleared and so may be subject to change. We may also provide you with the available balance on your account; this represents funds that you are able to draw.

3. Payments into your account(s)

- 3.1 We will only accept sterling cheques which are payable to you for payment into your account(s). We do not accept cash or travellers cheques into your account.
- 3.2 Banking of cheques for payment will at all times be subject to the rules and clearing processes of any cheque clearing system(s) used by us.
- 3.3 You can pay sterling cheques into your Bank Account, Saver Account, 30 and 90 Day Notice Accounts and Multi Currency Cheque Deposit Accounts by post. To do so, you must provide details of your name, your account number, your address and your signature. We will only be responsible for these after we have received them. We do not accept non-sterling cheques below the currency equivalent of GBP50 and if we receive such cheques from you, we will return them to you.
- 3.4 You must get prior confirmation from us before sending us currency cheques in excess of the currency equivalent of £250,000 for payment into your account. If you do not do so, we will return the cheque to you.
- 3.5 We do not accept cheques in the currency South African Rand, if we receive a cheque in this currency we will return it to you.
- 3.6 If you wish to pay in a cheque made out in one currency into an account in a different currency, we will apply the prevailing HSBC Expat exchange rate to that transaction.
- 3.7 You can pay funds into your account(s) by electronic transfer from any bank. We may return payments with incomplete, conflicting or incorrect details, and will not be responsible for any loss as a result of this.
- 3.8 Although we accept Faster Payments these payments are considered international transfers therefore may require additional checks could result in the payment being delayed.
- 3.9 If we receive a payment in a different currency to the currency of your account and your correct BIC and IBAN is attached to that payment, we will convert the payment into the currency of your account at the HSBC exchange rate applicable when we receive the payment. We will then add the payment to your account.
- 3.10 If you instruct us to make a payment from your account in the currency of your account to a beneficiary with an account denominated in a different currency, we may route the payment through an intermediary bank (which may be a member of the HSBC Group). If the payment is to an account denominated in a different currency, the intermediary bank may (but is not obliged to) carry out the currency conversion. If such conversion is made it will be at the prevailing market rate (chosen by the intermediary). We will, on request, obtain and communicate the exchange rate which has been applied by the intermediary after the currency conversion has taken place. We may have commercial arrangements in place with such intermediaries. You acknowledge that we are not acting as your agent in routing payments involving a currency conversion through intermediaries.
- 3.11 If a sterling cheque or standing order is paid into your account, but is subsequently returned unpaid, the amount originally credited to your account will be deducted and we will tell you once this has been done. Depending on why it was unpaid, we will either re-present it (for cheques only) to the drawer's bank or return it to you. We may charge you for this.

- 3.12 If an electronic payment is fraudulently or mistakenly paid into your account, the amount of the payment may subsequently be deducted. This may happen even if the funds are included in the balance of your account, you have used the funds to make a payment, transferred or withdrawn all or part of them. If the deduction of the payment from your account would either make your account go overdrawn or go over an existing overdraft limit, we will treat this as an informal request for an overdraft. Please see clause 7.3 in this Section for information on overdrafts.

- 3.13 Cheques made payable to two or more people may only be paid into an account which is in the names of all those persons.
- 3.14 By foreign cheques, we mean non-sterling cheques or cheques drawn on an overseas bank. Foreign cheques which you wish to pay into your account will be cleared either by collection or by negotiation. Because of difficulties that occur from time to time with foreign cheques, for example exchange restrictions, we may not always be able to negotiate or collect these cheques for you. We will contact you to advise you in such an event. Your account will be debited with any charges incurred by us and by our agents. We will not be liable for any costs, loss, damage or delay, however caused, unless it is as a result of our negligence or default. Should we receive payment in a different currency from that in which the item is drawn neither we nor our agents will be liable for any loss in exchanging the proceeds.
- 3.15 If a cheque is sent for collection, this means that your account will not be credited until we have received the funds from the paying bank which may take up to eight weeks. However, in the event of the cheque being dishonoured, your account will be debited with any fees and unpaid cheque charges.
- 3.16 We may agree to negotiate a cheque although we are not obliged to do so. This means that we will add to your account within seven business days the full amount or the converted amount if the cheque is in a different currency to your account. If the cheque is returned unpaid, we will have 'recourse' against you (and anyone who has signed or endorsed it) and we can deduct from your account either the amount we added or, if we converted the cheque into another currency, the amount reconverted at the exchange rate applicable on the date we make the deduction, together with any fees and charges, and any costs arising from foreign exchange transactions. We cannot be held responsible for any loss incurred.
- 3.17 The Uniform Rules for Collections, as published by the International Chamber of Commerce from time to time, also apply to any negotiation or collection of foreign cheques or other forms of foreign payment.
- 3.18 You must sign and print your name on the back of any foreign cheques you pay into your account. Your signature and printed name should be in the same form as your name on the front of the cheque.
- 3.19 If we receive a payment for your account that does not carry correct account information and we are not able to allocate it to your account, we will return it to the remitting bank. We will deduct a charge from the payment for returning it. Details of the charge are set out in our Tariff of Charges.

4. Payments you can make

- 4.1 You can make the following types of payments from your account:
- electronic payments;
 - cheques (if you have a cheque book);
 - standing orders (sterling bank account only);
 - Direct Debits (sterling bank account only);

- debit card payments (if you have been issued with a debit card).

4.2 We will make payments from your account(s) if:

- you authorise them in any of the ways set out in these Terms, but we may decline to make a payment if the amount exceeds any limit we may set for monitoring or fraud prevention purposes; and
- there are enough cleared funds in your account to cover the payments, or they are covered by an overdraft that we have agreed following a formal or informal request from you, made in one of the ways described in clause 7.3 in this Section. We may consider any other payments we have made, or have agreed to make from your account(s), or which have already been authorised, such as card transactions. This will be regardless of whether or not these transactions have already been deducted from your account. See clause 7 in this Section. If your account is subject to a notice period, then we will make a payment from it after the notice period has expired. If you do not give us the required notice, then we may make a charge.

4.3 You must provide us with all the following details to enable us to make an electronic payment from your account:

- the correct details of the recipient's bank, including the bank's SWIFT Bank Identifier Code (BIC) address, sort code or national bank code;
- the recipient's bank account number or International Bank Account Number (IBAN);
- the name and address of the recipient to whom the payment is made;
- your own account number, name and address; and
- the recipient's reference, if applicable.

4.4 For payments to another bank account, we will make sure payments are sent to the recipient's bank. It is the recipient's bank's responsibility to make sure the payment is added to the bank account of the recipient. Some recipient banks will only use the BIC address, sort code or national bank code and the account number or IBAN when doing this.

4.5 If we receive:

- any cheque drawn by you; or
- any debit card transaction on your account; or
- any other payment or withdrawal instruction or request made by you (or by anyone with your authority) to us in any way that would, if honoured by us, either make your account go overdrawn or go over an existing overdraft limit, we will treat this as an informal request from you for an overdraft – please see clause 7.3 in this Section for further details.

4.6 There may be a delay in us carrying out your instructions for a payment to be made from your account while fraud prevention checks take place. We may contact you by text message, telephone or by email, even after we have accepted a payment request, for further validation checks.

If we are not able to contact you, this may result in a delay in the payment being made or us not making the payment.

4.7 If you also have investment accounts with all or any of HSBC Fund Administration (Jersey) Limited, HSBC Funds Nominee (Jersey) Limited or HSBC Bank plc, we may consider the overall position on these accounts before deciding whether to make payment from any of your account(s) with us. However, we are not obliged to take an overall view.

4.8 Any request for notes is to be made at a self-service machine. We cannot accept telephone, electronic or written requests for cash withdrawals of physical notes from an account.

We will only authorise an encashment in any branch of HSBC Bank in the case of emergencies whereby all other means of cash withdrawal has failed.

4.9 We will commence processing instructions for payments from your account(s) (including transfers between your accounts held with us) received by 10:00 am UK time on any business day (the term "business day" excludes all Saturdays, Sundays and all public holidays) on that day. We may commence processing instructions received later than this the next business day.

4.10 When you instruct us to make an immediate payment, we will do this as soon as we can. You can instruct us to stop or cancel a payment as long as:

- the amount has not been taken out of your account;
- we have not told the person to whom it is payable or their bank that it will be paid;
- for payment instructions given to us in advance, including standing order and Direct Debit, you ask us no later than the day before the payment is due; and
- it is not a cash or a card payment.

To cancel a Direct Debit, or other regular payment, you should also tell the party that collects the payment from your account. For cheques, please see clause 3.8 in Section 1.

4.11 If you wish to transfer between currencies, two business days are required to transfer the funds. Any transaction involving two different currencies will be processed at the prevailing HSBC Expat exchange rate at the time of the transaction. Indicative currency exchange rates are available on our website www.expats.hsb.com, via our Online Banking Service or by telephoning us.

4.12 Payments to other accounts with us, with other companies in the HSBC Group or with other banks, will be charged in accordance with our Tariff of Charges.

4.13 "If you instruct us to make a payment from your account to an account denominated in a different currency, we may (unless you have prior to this contacted us by Secure Message or telephone and requested that we do not do so) route the payment through an intermediary bank (which may be a member of the HSBC Group). Such intermediary bank may (but is not obliged to) carry out the currency conversion. If such currency conversion is made it will be at the prevailing market rate (chosen by the intermediary). We will, on request, obtain and communicate to you the exchange rate which has been applied by the intermediary after the currency conversion has taken place (see contents page for our contact details). We may have commercial agreements in place with such intermediaries. You acknowledge that we are not acting as your agent in routing payments involving a currency conversion through intermediaries. We provide a payment service to certain banks around the world through our network of correspondent banking agents, subject to the charges detailed within our Tariff of Charges as published from time to time. Most payments will be processed on a SPOT basis, i.e. two business days forward value."

4.14 We and our overseas agents will take all reasonable care in the processing of payments. Should such care not be exercised, we will be responsible for any loss of interest, but not loss of contracts or profits or other consequential loss, whether direct or indirect.

4.15 In some parts of the world, payments may be made to a designated account number whether or not this account number correctly identifies the intended beneficiary. You must, therefore, ensure that both the account number and the name of the beneficiary are correctly stated in your instructions to us. We do not accept any liability for any kind of loss resulting from an incorrect description of the beneficiary's name or account number in any instruction to us.

4.16 If you make a payment using our Telephone Banking Service or Online Banking Service, you can generally expect electronic payments to be received within five banking days of the date on which we make them (a banking day

is when banks are open for international business in both the financial centres the payment is being made to and from). Payments may, however, be delayed if there are complications in the routing of payments through overseas banking systems. In addition, the times when payments may be received vary according to where these payments are being sent. As a result, we can give no general assurance as to when payments will be received. You may want to call us to discuss your needs in advance.

- 4.17 If you make a payment that does not require a foreign currency exchange via our Telephone Banking Service or our Online Banking Service to another current or savings account you hold with us or to the account of someone who banks with us, clause 4.16 in this Section will not apply. If you make a payment using our Online Banking Service, it will be deducted from your account immediately and will normally reach the account of the recipient on the same day. If you make a payment using our Telephone Banking Service, it will be deducted from your account immediately and will normally reach the account of the recipient by the next business day.
- 4.18 You cannot cancel any request for an overseas payment once the request has been made. At your request we may, however, be able to recall the payment (although this is not guaranteed) and, once we have received the proceeds, we will credit your account. You will be responsible for any incidental fees or charges incurred. Any proceeds may be credited to an account in a different currency converted at our prevailing exchange rate at the time of return. We cannot be held responsible for any loss incurred.
- 4.19 Where payments are returned to us because of an error in your instructions to us, we will credit your account once we have received the proceeds. You will be responsible for any incidental fees or charges incurred. Any proceeds may be credited to an account in a different currency converted at the prevailing exchange rate at the time of return. We cannot be held responsible for any loss incurred.
- 4.20 Any expense we may incur in using the payment services of an agent or overseas banker will be debited to your account.
- 4.21 We cannot be held liable for any deductions made from the payment by the receiving bank.
- 4.22 When writing a cheque, you must take all reasonable precautions to prevent anyone else altering it or making a forgery.
- 4.23 Cheque books are only available on request with bank accounts and on Multi Currency Cheque Deposit Accounts. If you have a cheque book or debit card for your account, if either item is lost or stolen, or if you think that someone has signed one of your cheques without your permission, you must tell us as soon as you can.
- 4.24 You should not write a future date on your cheque as it will not prevent the payee from paying it into their bank account before that date.
- 4.25 If we receive for payment one of your cheques that is more than six months old, we do not have to pay it but we may do so.
- 4.26 All HSBC cards are issued by HSBC Bank plc in the UK.
The terms and conditions that apply to your card will be sent to you when HSBC Bank plc sends you your debit card.
- 4.27 Individuals who are resident but not domiciled in the UK should note that use of their HSBC Bank plc debit card, HSBC Bank plc credit card or American Express® International Currency Card in the UK could be viewed by HMRC (Her Majesty's Revenue and Customs) as a transfer of income into the UK and could lead to a UK income tax liability on that income. If you are resident but not domiciled in the UK, this could also happen as a result of using your UK-based credit card worldwide or making payments to a UK-based mortgage with HSBC Bank plc. Your tax position will depend on your personal circumstances and you should seek guidance from your tax adviser

4.28 For 30 Day Notice Accounts (which are no longer available to open for new and/or existing customers), 30 days' notice must be given of any withdrawal you want to make. If you fail to do this, 30 days' interest will be charged, calculated on the day you make the withdrawal. For 90 Day Notice Accounts (which are no longer available to open for new and/or existing customers), 90 days' notice must be given of any withdrawal you want to make. If you fail to do this, 90 days' interest will be charged, calculated on the day you make the withdrawal.

5. Charges

- 5.1 When you open an account, we will give you a copy of our Tariff of Charges which includes details of charges and interest rates that apply to the relevant product/service.
You can also find out details of these charges by telephoning us or visiting our website www.expat.hsbc.com.
- 5.2 We may change at any time our charges and fees, set out in the Tariff of Charges or otherwise in the Terms. We will give you 30 days' personal notice in accordance with clause 5 to 10 in Section 1 if we increase any of these charges or fees, or if we introduce a new charge or fee.
- 5.3 We will tell you the charge for any other service or product before we provide that service or product and at any time you ask.
- 5.4 We may charge you negative interest on credit balances.
We will provide you with 30 days' personal notice if we start charging negative interest on any credit balances. We will only start charging negative credit interest if the prevailing market credit interest rate for the relevant currency becomes negative.

6. Interest & Reporting

- 6.1 Information about our current interest rates is available on our website www.expat.hsbc.com, or by telephoning us. Credit interest is not payable on all our accounts.
- 6.2 Interest on sterling accounts is calculated on a 365-day basis. Interest on most other currency accounts is calculated on a 360-day basis. Interest rates are set according to the type of account and the amount deposited. Interest is paid monthly on Bank Accounts, Saver Account, Online Saver account and Online Bonus Saver Account, and bi-annually in April and October on Currency Savings Accounts, 30 Day and 90 Day Notice Accounts and Multi Currency Cheque Deposit Accounts.
- 6.3 When an account is closed, the interest due since the last payment was made will be added to the closing balance.
- 6.4 In the absence of instructions to the contrary, interest will be added to the balance of your account. We may vary the rate of any interest payable and the interval at which it is paid.
If we do this, we will update the information on our Telephone Banking Service, Online Banking Service and/or website within three working days.
- 6.5 On request, credit interest can be paid into a different account from that to which it applied or which it accumulated on.

7. Borrowing from us

- 7.1 HSBC Premier customers with a Bank Account can request borrowing by overdraft or by a separate loan. The most suitable form of borrowing will be agreed between you and us. In some cases we may need security. Before we lend you any money, we will assess whether we feel you will be able to repay. This assessment may include looking at:
- your income and financial commitments;
 - how you have handled your finances in the past;
 - information we get from credit reference agencies and, with your permission, others, such as your lenders, your employer and your landlord;
 - information you give us, including information to prove your identity and why you want to borrow;

- credit assessment techniques such as credit scoring; and
- any security provided.

HSBC Advance customers with a bank account can apply for a formal overdraft facility in exceptional circumstances only.

7.2 You must not borrow on any of our savings accounts. If there is, at any time, a debit balance on any savings account you have with us, then we will be entitled to charge interest on the amount by which it is overdrawn.

We may continue to charge Overdraft Interest until there is a cleared credit balance on your account.

7.3 You can request an overdraft, or an increase to an existing overdraft, on our current accounts. You can do this in one of two ways, either:

- by way of a formal request, that is you ask us for, and we agree to provide you with, an overdraft or an increase to an existing overdraft limit before you authorise any payments or withdrawals from your account that, if made by us, would cause your account to go overdrawn or over an existing overdraft limit; or
- by way of an informal request, that is where you authorise a payment or withdrawal to be made from your account which, if made by us, would cause your account to go overdrawn or over an existing overdraft limit without having agreed with us in advance an overdraft or an increase in an existing overdraft limit on your account to cover such payment.

7.3.1 If we receive a formal request for an overdraft or an increase to an existing overdraft limit from you, we will consider your request and, if we agree to it, we will send you a letter setting out the terms of the overdraft.

An arrangement fee may be charged if we agree to your formal request. We may agree to provide you with another overdraft at the end of the term of your facility and, if we do so, a renewal fee may be payable.

7.3.2 If we receive an informal request for an overdraft from you, we will consider your request and, if we agree to it, we will provide you with an overdraft to cover the item concerned for 31 days. We may charge you a fee for any calendar month, or any part of a calendar month, if either:

- you are overdrawn without having agreed a formal overdraft limit with us; or
- you are overdrawn above any formal overdraft limit.

If we do not agree to an informal request from you for an overdraft or an increase to an existing overdraft limit, then we will not make any payment authorised by you that would cause your account to go overdrawn or over any agreed overdraft limit.

We may charge for considering and returning these informal payment requests. Please refer to clause 5 in this Section and the Tariff of Charges for more details about our charges.

7.4 We will charge Overdraft Interest whenever your account goes overdrawn, on the amount by which it is overdrawn. This will be charged at the overdraft rate applicable to your service. We will tell you the interest rate when the overdraft is agreed and you will later be advised in writing.

7.5 Every day, we will work out the Overdraft Interest you owe on the cleared debit balance of your account. It will be deducted from your account monthly.

7.6 We may cancel, reduce or increase your overdraft limit, but we will advise you of this action.

7.7 Unless we have agreed other terms with you in writing, we may, at any time, withdraw your overdraft facility and demand immediate repayment of any money you owe to us.

Also, unless we agree otherwise with you, we will continue to charge Overdraft Interest at the same rate and on the same basis after demand or withdrawal has been made.

In the event of demand, interest will be calculated on the amount demanded.

7.8 When your account is overdrawn, you should still make regular payments into your account. You must tell us if you are unable to do this.

7.9 You agree to indemnify us for any legal costs, expenses and disbursements we may incur in relation to running your account, including but not limited to any legal costs incurred due to legal obligations imposed upon us in relation to your account. We reserve the right to immediately set-off credit balances you hold with us to reduce or repay these legal costs, expenses or disbursements. If we decide to take this action, we will tell you why and when it will be done.

8. Responsibility for borrowing

8.1 You are personally responsible for any money you owe us, whether this arises from your own actions, from the actions of someone authorised by you, or from the use of any card that we, other HSBC Group companies or any other third party has issued to you in connection with your banking relationship with us.

8.2 If the account is in joint names, all of you are together and individually responsible for any money owed to us. We may demand repayment from all and any of you for any money owing on the account. Please also see clause 2.1 in this Section. Where any of you also has an account with us in your sole name, and that account has a credit balance, we can set off these monies against any money owing to us on the joint account, even if the accounts are in different currencies and/or jurisdictions. Please also see clause 7.9 in this Section and clause 1.19 in Section 1.

9. Inactive account(s)

9.1 If your account is funded, but you have not generated any transactions/instructions (e.g. a self-made debit transaction) we will restrict your account to protect against fraud; we will give you advance personal notice of this unless we are concerned that doing so may jeopardise the security of your account. For Bank Accounts the period of no activity is 12 months and for other types of accounts the period is 24 months.

9.2 To reactivate your account, you will need to contact us by telephone using your PBN and PIN or via secure message through our Online Banking Service.

9.3 If there has been no activity for 12 months after the restrictions are applied we will prevent further use of your account (which will mean no payments can be made into or out of it to protect against fraud); we will give you advance personal notice of this unless we are concerned that this may jeopardise the security of your account.

9.4 To continue to use your account you will need to contact us by telephone using your PBN and PIN.

10. Closing your account(s)

10.1 For a period of 14 days after the date we open your account, excluding Fixed Rate Saver Account and Fixed Term Deposit Account, you have the right to cancel your contract with us and close your account. You can do this by telephoning us. We will give you all your money back together with any interest it has earned.

10.2 If you wish to close an account in your sole name, you may do so by advising us in writing, via our Telephone Banking Service and via a Secure Message in our Online Banking Service. Any joint account party can ask us to close an account in your joint names or end the joint banking relationship with us, unless there are circumstances that require us to obtain authorisation from all of you.

10.3 If we wish to end our banking/account relationship with you, we will give you at least 30 days' notice in writing, unless clause 10.4 applies.

10.4 We can end our banking/account relationship with you immediately in the following situations:

10.4.1 If you have seriously or persistently broken any of the Terms, including where:

- you are, or we reasonably suspect you may be, using or obtaining, or allowing someone else to use or obtain, an account, service or money illegally; or
- your account is, or we reasonably suspect your account is, being used for an illegal purpose; or
- you are, or we reasonably suspect you may be, acting fraudulently; or
- your behaviour is improper, for example you act in a threatening or violent manner towards staff, which makes it inappropriate for us to maintain your account; or
- you were not entitled to open your account or take out your service; or
- we have demanded that you repay an overdrawn balance on your account to us and you fail to do so; or
- you have not provided us with adequate information required under clause 4.3.2, Section 1; or

10.4.2 If we reasonably consider that by continuing our banking/relationship with you:

- we may break a law, regulation, code, court order or other duty; or
- we, or another HSBC Group company, may be exposed to action or censure from any government, regulator or law enforcement agency.

10.5 We will automatically close your account if you:

- open an account and do not pay any money in during the first three calendar months; or
- hold an account balance of less than \$25 (or currency equivalent) and there has been no transactional activity on your account for at least 12 months.

10.6 We will require you to repay any money owed to us before we close your account. If, after account closure, we or other HSBC Group companies or any other third party pay any cheques you have issued or card transactions you have made or incur any charges relating to these, you agree to repay us those amounts in full whether or not they have been deducted from your account.

10.7 You must destroy and dispose of all cards that we, other HSBC Group companies or any other third party have issued to you in connection with your banking relationship with us, by cutting them into at least six pieces, and destroy any unused cheques.

10.8 In the event of the death of a sole account holder, we may require a Grant of Probate or Grant of Representation issued by the authorities in Jersey before releasing any monies in your account to your personal representatives.

11. HSBC Premier and HSBC Advance

11.1 General

11.1.1 HSBC Premier and HSBC Advance offer a range of services. HSBC Premier Service also offers preferential rates and prices.

11.1.2 For the purposes of this clause 11, when we refer to accounts held with “us”, we mean any account that would contribute towards your relationship balance (see clause 11.2.3 below).

11.1.3 Separate terms and conditions may apply to some or all of the benefits of the HSBC Premier and HSBC Advance services. We will tell you which benefits are available and will provide you with any terms and conditions that apply to those benefits when you enquire about or apply for HSBC Premier or HSBC Advance. We may later change these benefits and any

applicable terms in accordance with clauses 7 and 8 in Section 1.

11.1.4 We may, at our complete discretion, decide to waive any applicable fee we charge for HSBC Premier or HSBC Advance. However, if we do so, we may start charging you the applicable fee again in the future.

11.1.5 You have the right to cancel HSBC Premier for a period ending 14 calendar days after you first become eligible for it, with a full refund of any fees taken. This cancellation period does not apply if you change from one service to another. For applications completed by telephone, the cancellation period will start from the day that you receive the terms and conditions in the post.

11.2 Eligibility criteria

11.2.1 The service you are eligible for depends on your relationship balance with us. Please see our Tariff of Charges for the minimum relationship balance eligibility criteria for each service.

11.2.2 We may change the minimum relationship balance levels for each service by giving you 30 days' advance personal notice (personal notice will be given in accordance with clauses 5 to 8 in Section 1 of these Terms).

11.2.3 The relationship balance is the total average credit balance, calculated every calendar month, of all HSBC Expat accounts and accounts that you hold with HSBC Fund Administration (Jersey) Limited or HSBC Funds Nominee (Jersey) Limited in the same name(s).

11.2.4 The way we assess the relationship balance depends on whether it is for joint accounts or sole accounts:

- Sole account relationship balance: we will combine the balances of all sole accounts held in the same name and all joint accounts which have that name as a joint account holder;
- Joint account relationship balance: we will combine the balances of all joint accounts that are held in exactly the same names. We will not include sole accounts, or any joint accounts that are not held in exactly the same names, when assessing your joint account relationship balance. This means that if you have both joint accounts and sole accounts with us, you may be eligible for a different service for your sole accounts compared with your joint accounts. This will affect the fees that you pay and the services and benefits that are available to you

11.2.5 Examples of how relationship balances are calculated for sole, joint and multiple relationships with us where a customer has only one relationship balance with us, for example because (s)he has only a sole account, or has only a joint account.

Example 1 – Mr and Mrs Stewart have a joint savings account with us, which benefits from the HSBC Premier Service. Neither of them have any other accounts with us. In January, their joint account relationship balance is GBP64,000, and so the HSBC Premier qualifying criteria is met. They will not have any fees for that calendar month.

Example 2 – Mr Smith has a sole bank account with us, which benefits from the HSBC Premier Service. He has no other accounts with us. In September, his sole account relationship balance is GBP44,052, and so the HSBC Premier qualifying criteria is not met. We will deduct an underfunding fee of GBP35 from Mr Smith's bank account for that calendar month. Mr Smith should ensure that he brings his relationship balance above GBP60,000 for October.

Example 3 – Mr and Mrs Johnson have a joint bank account, which benefits from the HSBC Advance Service. Neither of them have any other accounts with us. In June, their joint account relationship balance for the month is

GBP8,092 and because their relationship balance is under GBP25,000, a underfunding fee of GBP15 will be deducted from their bank account. They should ensure that they bring their relationship balance up above GBP25,000 for July.

Example 4 – Mr Green has a sole savings account and a joint current account with Mrs Green. The sole account benefits from the HSBC Premier Service and the joint account benefits from the HSBC Advance Service.

Neither of them have any other account with us. In May, Mr Green's sole account relationship balance for the calendar month is GBP65,000 (GBP20,000 for the joint account plus GBP45,000 for the sole account). No fee will be applied that month to the sole account. Mr and Mrs Green's joint account relationship balance for the month is GBP20,000 (the money in the joint account only is used in calculating this relationship balance). Because their joint account relationship balance is under GBP25,000, a underfunding fee of GBP15 will be deducted from the bank account. Mr and Mrs Green should ensure they bring their joint account relationship balance up above GBP25,000 for June.

11.3 Opening an account with us

11.3.1 When you first take out a sole account with us, we will assess your relationship balance and which service it is eligible for.

11.3.2 When you open a joint account with us, which is held in names that are not the same as any other account held with us, we will assess the joint account relationship balance for that account and which service it is eligible for.

11.3.3 If you subsequently add more money to your account(s), or open other account(s) that contribute towards your relationship balance, and your relationship balance increases above the minimum relationship balance for another service, you can ask us to upgrade to that other service.

11.3.4 Please see clause 11.4 below for details of what will happen if you fail to meet the minimum relationship balance for your service.

11.4 Failure to meet the eligibility criteria

11.4.1 After you first become eligible for a service, we will review and assess your relationship balance three full calendar months after opening and each calendar month after that. If when we review and assess your relationship balance you fail to meet the qualification criteria for the service you receive, we will charge an underfunding fee (if any). Please see the Tariff of Charges for details of the underfunding fees.

11.4.2 The underfunding fee will be deducted from your bank account on the 5th day of the second calendar month following the month for which the fee is payable. You will be notified of this in advance.

Example – Mr Smith benefits from the HSBC Premier Service. In January, Mr Smith's total relationship balance for the calendar month is below GBP60,000. Mr Smith will be notified about this in February and an underfunding fee of GBP35 will be deducted from his account on 5 March.

11.4.3 If you have HSBC Premier and you fail to meet the qualification criteria for three consecutive calendar months, we may, at our complete discretion, convert you to our HSBC Advance service. We will give you 30 days' advance personal notice before we do this. Alternatively, we may give you 30 days notice that we will be closing your account.

11.5 Payment of fees

11.5.1 You authorise us to deduct fees payable for your sole account relationship balance from your sole bank account with us, if you have one. If you do not have such an account with us, you authorise us to deduct the fee(s) from another sole account you have with us.

11.5.2 You authorise us to deduct fees payable for your joint account relationship balance from the joint bank account held with us in the names of the joint account relationship balance, if you have one. If there is no such account with us, you authorise us to deduct the fee(s) from another joint account held with us in those names.

11.6 Bank Account

11.6.1 You will be eligible to open a bank account with any service. However, if you have HSBC Premier you will be eligible for the HSBC Premier benefits on your bank account and, if you have HSBC Advance, you will be eligible for the HSBC Advance benefits on your bank account.

Section 3

Product Conditions

These terms and conditions are Additional Conditions and apply in addition to the rest of the terms in the Banking Terms of Business. If there is a conflict, then these terms will apply.

1. Online Bonus Saver Account

- 1.1 You must also be registered for our Online Banking Service to apply for an Online Bonus Saver Account and you can only apply for an Online Bonus Saver account by using our Online Banking Service.
- 1.2 You cannot open an Online Bonus Saver Account on behalf of someone else. Your Online Bonus Saver Account will be opened in the same name(s) as the account from which you are making the initial transfer of funds.
- 1.3 You can have an Online Bonus Saver Account in sterling, US dollars or euros.
- 1.4 A minimum deposit of GBP5,000, USD5,000 or EUR5,000 is required to open an Online Bonus Saver Account.
- 1.5 You must keep a minimum balance in your Online Bonus Saver account of GBP5,000, USD5,000 or EUR5,000 ("Minimum Balance Requirement") as appropriate. You will not receive interest on the funds in your Online Bonus Saver Account if the balance falls below the Minimum Balance Requirement.
- 1.6 Your Online Bonus Saver Account must be operated online through our Online Banking Service. You will be able to access your balance and account information online. For details of making payments into and out of your Online Bonus Saver Account, please see clauses 1.10 and 1.11 below.
- 1.7 We may send you any communication relating to your Online Bonus Saver Account including, but not limited to, variations to the terms and conditions or interest rate applicable to it, by Secure Message via the Online Banking Service.
- 1.8 Historical and current statement information will be available to view online. Your Online Bonus Saver Account will also be included on your monthly statement that shows all the payments to and from your accounts held with us.
- 1.9 When we provide you with details of the balance on your Online Bonus Saver Account, it may include transactions that are still in the process of being cleared and so may be subject to change. We may also provide you with the available balance on your Online Bonus Saver Account. This represents funds that you are able to draw.
- 1.10 An initial deposit must be made using our Online Banking Service to transfer monies from a current or savings account you have with us. You may not make payments into your Online Bonus Saver Account by cheque or in cash.
- 1.11 You can make a payment from your Online Bonus Saver Account to another current or savings account you hold with us via our Online Banking Service, provided you have cleared funds in your account to cover the payment.
- 1.12 In addition, a limited payment facility is available within our Online banking Service to enable payments to the accounts of third parties or accounts you hold with other financial institutions. Maximum payment limits apply (refer to the "Online Banking FAQs" or the "Help" pages within our Online Banking Service for details).
- 1.13 If you make any withdrawal from your Online Bonus Saver Account, no bonus interest will be payable on the whole balance for the calendar month in which the withdrawal was made. Please see clause 1.16 below for further details. Transfers to other HSBC accounts are classed as a withdrawal from your Online Bonus Savings Account.
- 1.14 You cannot set up Direct Debits, standing orders or standing instructions to make payments from your Online Bonus Saver Account.

1.15 You will receive interest when you have a cleared credit balance of GBP5,000, USD5,000 or EUR5,000 or more in your Online Bonus Saver Account:

- 1.15.1 at our standard Online Bonus Saver Account rate; and
 - 1.15.2 at our bonus rate for every calendar month during which you have not made a withdrawal from your Online Bonus Saver Account or closed your Online Bonus Saver Account.
- 1.16 We calculate interest on the daily cleared balance on your Online Bonus Saver Account and pay it each month into your Online Bonus Saver Account (or such other account with us as you request) on the first working day of each month.
 - 1.17 Interest at the standard Online Bonus Saver Account rate will be paid for the period beginning with the first working day of the previous month (or the date of account opening in the first month) until the day before the interest payment date.
 - 1.18 Interest at the bonus rate will be paid for the previous calendar month unless during that period you have made a withdrawal from or closed your Online Bonus Saver Account.
 - 1.19 If you transfer your interest out of your Online Bonus Saver Account this will be classed as a withdrawal. Please send us a Secure Message through our Online Banking Service if you wish for your interest to be paid into another HSBC account each month.
 - 1.20 You may close your Online Bonus Saver Account at any time. You must tell us by sending us a Secure Message through our Online Banking Service or in writing.
 - 1.21 We may withdraw the Online Bonus Saver Account from sale at any time. This will not affect existing customers who already hold an Online Bonus Saver Account.
 - 1.22 All charges that apply to the Online Bonus Saver Account are covered in the Tariff of Charges applicable to it.
 - 1.23 If any Additional Conditions contradict these Online Bonus Saver Terms, then the Additional Conditions will apply.
 - 1.24 These Online Bonus Saver Account terms need to be read in conjunction with the Terms.

2. Fixed Rate Saver Account and Fixed Term Deposit Account (FTDA)

- 2.1 You can only make one deposit of money (Deposit) into your Fixed Rate Saver Account/FTDA. A fixed term (Term) as chosen by you when you applied for the Fixed Rate Saver Account and FTDA will apply to your Deposit.
- 2.2 You cannot make additions to your initial Deposit.
- 2.3 The interest rate you will receive is fixed for the Term and we will calculate interest daily on the cleared balance of your Fixed Rate Saver Account and FTDA.
- 2.4 You can provide instructions to us relating to your account by post, telephone or via our Online Banking Service.
- 2.5 You can withdraw the entire balance of your account before the end of the Term and close your Fixed Rate Saver Account and FTDA, but we will charge you a fixed fee of GBP50 (or currency equivalent). You may also be charged a further fee reflecting any extra cost we incur in funding the repayment. This will depend on the amount of money in your account, the amount of time to the end of the Term and current market rates. If you wish to give us an instruction to add to or make a withdrawal from a FTDA you will need to give us your instruction by 12 midday UK time on the day of maturity.
- 2.6 For Currency FTDA this will need to be received by 12 midday 2 business days prior to the date of maturity at the latest.
- 2.7 Partial withdrawals are not allowed during the Term.
- 2.8 We will provide you with a statement at the start and end of the Term for your Fixed Rate Saver Account and FTDA.

2.9. We may change any of these Fixed Rate Saver accounts and FTDA terms, in accordance with clauses 5 to 8 in Section 1.

We will tell you about changes by notice on our website www.expat.hsbc.com, through our Online Banking Service through our Telephone Banking Service or personally, which includes telling you by post, statement message, email or Secure Message.

2.10. We may change our charges and will give you 30 days' notice if we increase our charges or introduce a new charge in accordance with clauses 5 to 8 in Section 1 (any change will not affect any existing Fixed Rate Saver Accounts you have).

2.11. The following terms only apply to Fixed Rate Saver Account. Fixed Rate Saver Account is only available in sterling or US dollar. The minimum deposit is GBP25,000 or USD25,000 as applicable; the maximum is usually GBP500,000 or USD500,000, although we may agree to accept deposits in excess of this figure.

2.12. You can open one Fixed Rate Saver Account for each Term we offer, in each currency we offer.

2.13. You must have and keep open a Bank Account or Saver Account with us (in the same name and currency as your Fixed Rate Saver Account) for the duration of your Fixed Rate Saver.

2.14. We will pay you interest at the end of the Term.

2.15. At the end of the Term, and at any other time when you withdraw the entire balance of your Fixed Rate Saver Account, your Deposit plus interest will be paid into your Bank Account or Saver Account held with us (in the same name and currency as your Fixed Rate Saver Account), which you must nominate on the application form when applying for the Fixed Rate Saver Account.

2.16. We may withdraw the availability of Fixed Rate Saver Accounts at any time without giving notice. Fixed Rate Saver Account(s) already opened will be unaffected.

2.17. If you are a sole account holder and you die, your deposit will be repaid at the end of the Term to your personal representative(s) in accordance with clause 10.8 in Section 2 of these terms. If the deposit is made in joint names, we only make repayment to the surviving depositor(s) or the personal representative(s) of the last survivor.

2.18. You must make new-to-bank deposits into a Fixed Rate Saver Account. However, exceptionally, we may agree to accept money already deposited with us into a Fixed Rate Saver Account.

2.19. The following terms only apply to FTDA's.

2.20. FTDA's are available in sterling, US dollar, euro, Australian dollar, Canadian dollar, Hong Kong dollar, Swiss francs and Japanese yen. Other currencies may be available upon request. Minimum deposit amounts apply of GBP5,000 or USD10,000. For all other currencies, please telephone us or look on our website.

2.21. We will pay you interest at the end of the Term, except where the Term is longer than one year, when we will pay interest on the anniversary of the FTDA being opened.

Interest will be added to your FTDA, unless we have received instructions from you to pay it to a different account.

If the Term is longer than one year, the Interest will need to be paid into a different account. Interest cannot be paid into another FTDA.

2.22. Unless you give us instructions to the contrary, at the end of the Term your deposit plus interest will automatically rollover into a new fixed term. The new fixed term will be of identical length to the Term. The interest rate that will apply will be our prevailing fixed rate on the day your deposit plus interest rolls over. We will send you confirmation of the

rollover. These FTDA terms will continue to apply to your new FTDA and the new fixed term will become the Term for the purposes of these FTDA terms.

2.23. If you want to have your deposit and interest paid into a separate account at the end of the Term, you must advise us at least two working days before the end of the Term.

3. Renminbi Currency Savings Account and Fixed Term Deposit Account (FTDA)

3.1 Your renminbi Currency Savings account ("renminbi CSA") or renminbi Fixed Term Deposit Account ("renminbi FTDA") will be held in the "Offshore currency CNY". The renminbi is the official currency of the People's Republic of China.

There are two markets for renminbi which are called "Onshore" and "Offshore". The Onshore currency can be remitted into mainland China and Macau whilst the offshore currency is held offshore and cannot be remitted in to mainland China and Macau.

3.2 Making payments or transfers from a renminbi CSA or a renminbi FTDA into mainland China and Macau is not permitted.

3.3 You can make payments from a renminbi CSA or a renminbi FTDA using:

- the Global Transfers facility in our Online Banking Service; or our Telephone Banking Service; or
- by written instruction

3.4 Deposits into a renminbi CSA or FTDA from either another HSBC account or an account at another bank, shall be by way of inward electronic payment only and no cash or cheque deposits are permitted.

3.5 Withdrawals from your renminbi account shall be by way of outward electronic payment only and no cash withdrawals are permitted.

3.6 HSBC Expat does not have a set limit for the value of overseas electronic payments of renminbi. You must confirm with the receiving bank directly if they apply specific limits to incoming payments in Offshore renminbi.

3.7 The Bank reserves the right to reject or refuse any or part of any inward payment or outward payment, or reverse any or part of any inward payment, outward payment or transaction if:

3.7.1 The Bank is of the view that such inward payment, outward payment or transaction is in violation of any applicable rules, or the renminbi Terms or the Banking Terms of Business; or

3.7.2 a correspondent bank or the beneficiary bank should at any time reject or return such outward payment, on any ground (whether or not disputed); and

3.7.3 you shall be responsible for all losses, costs, expenses and charges incurred or suffered by you arising as a result thereof. We will not be liable for these.

Foreign exchange transactions in renminbi currency.

Exchange rates and interest rates quoted by HSBC Expat are based on renminbi CNY Offshore market pricing.

You should be aware of the potential risks of banking in a currency that is not your usual currency.

Fluctuations in exchange rates may also impact adversely when converting currencies to and from renminbi. For example, due to foreign exchange fluctuations, the actual sterling equivalent of a renminbi deposit could be smaller than the original amount deposited in sterling (i.e. there is a risk of loss of principal on a sterling basis). Please also remember that past performance of a currency is not necessarily an indication of its future performance.

4. HSBC InvestDirect International Account (IDIA)

The full terms and conditions can be found on our website. This Section applies to customers who are using IDIA provided by HSBC Bank plc and have an HSBC IDIA which is funded from an account they have with us. These Terms apply in addition to the IDIA Sharedealing and Investment Terms and Conditions and the rest of these Banking Terms of Business.

- 4.1 The settlement account of your IDIA with HSBC Bank plc will be funded from an account you have with us at the close of each business day as set out in clause 7.3 in Section 3 of the IDIA Terms and Conditions. It is your responsibility to ensure there are sufficient funds in your account with us to cover any daily debit balance on the settlement account of your IDIA or, alternatively, agree a suitable overdraft facility with us to cover this. If your account goes overdrawn without an agreed overdraft or goes over any agreed overdraft limit as a result of you trading in investments through your IDIA, you agree that we may, upon at least seven days' notice in writing to you (which can be by post or by email), request HSBC Bank plc to arrange the sale of sufficient investments in your IDIA to cover the unauthorised position on your account unless this is brought back into an authorised position within the time limit in the notice. You agree that we can tell HSBC Bank plc to pass the sale proceeds of your investments to us as set out in clause 2.2 in Section 3 of the IDIA Terms and Conditions.

If such sale proceeds exceed the amount of the unauthorised position on your account, your account will be credited with the surplus amount. If there is a shortfall, you will remain liable for this. We will not be responsible for any loss or reduction in the price of your investments as a result of them being sold by HSBC Bank plc. The notice referred to above will be sufficiently given to you if posted to your principal residential or correspondence address, or sent by fax or other electronic means to your last known fax number or electronic mail address. If sent by post, the notice is deemed served at noon the seventh day following the day it was posted.

If sent by fax or other electronic means, any demand or notice shall be deemed to have been made or given at the time of transmission.

- 4.2. You agree that we may exchange information about you and/or your account(s), for any reason, with HSBC Bank plc and/or their agents. Please see clause 4 in Section 1 of these Terms for other ways in which we deal with information about you.
- 4.3 If we close your account with us, we will automatically close your IDIA if it is empty. We will give you 30 days' notice of this.

General Information

Issued by HSBC Expat, a trading name of HSBC Bank International Limited, HSBC House, Esplanade, St Helier, Jersey JE1 1HS. HSBC Bank International Limited, incorporated in Jersey, is regulated by the Jersey Financial Services Commission for Banking, General Insurance Mediation, Investment and Fund Services Businesses.

HSBC Bank International Limited Hong Kong Branch is licensed by the Hong Kong Monetary Authority as an authorized institution in Hong Kong and registered with the Securities and Futures Commission to conduct Type 1 (dealing in securities) and Type 4 (advising on securities) regulated activities under the Securities and Futures Ordinance (central entity number assigned by the Securities and Futures Commission: AGH398).

This material is distributed by HSBC Bank International Limited Representative Office Dubai, regulated by the Central Bank of the United Arab Emirates. Deposits made with our office in Jersey are not protected by the rules made under the UK's Financial Services and Markets Act 2000 for the protection of

retail clients, including the UK Financial Services Compensation Scheme and the UK's Financial Ombudsman Service. Deposits made with our office in Jersey are not protected deposits under the Hong Kong Deposit Protection Scheme and are not protected by such scheme. However, HSBC Bank International Limited is a participant in the Jersey Bank Depositors Compensation Scheme. The Scheme offers protection for eligible deposits of up to £50,000. The maximum total amount of compensation is capped at £100,000,000 in any five year period. Full details of the Scheme and banking groups covered are available on the States of Jersey website www.gov.je/dcs, or on request. Copies of our latest audited accounts are available upon request from HSBC Bank International Limited, HSBC House, Esplanade, St Helier, Jersey JE1 1HS.

Complaints

Contact us – we're here to help

We are committed to providing you with a first-class service and effectively delivering the products and services you need. Even with the best of intentions, we know things can go wrong. So, if for any reason you are not entirely satisfied with any aspect of our service, please let us know as soon as possible. We'll investigate the situation and where necessary, set about putting things right as quickly as possible. We may also take steps to avoid similar problems happening in the future.

Your views are important to us and your feedback is key to improving the products and services we offer.

Telephone our Customer Care Team

+44 1534 616028

Our Customer Care Team is open Monday to Friday, 8am - 5pm (UK time).

Outside of these hours, our 24/7 Contact Centre is here to assist you.

To help us continually improve our service, and in the interest of security, we may monitor and/or record your communication with us.

Online

If you're an existing customer and use our Online Banking Service, you can use the Contact Centre to send us a Secure Message once you have logged on.

Alternatively, you can email us at: expat.customer.relations@hsbc.com

Post

Write to us at the following address:

Customer Care Team
HSBC Expat
HSBC House
Esplanade
St Helier
Jersey
JE1 1HS
Channel Islands.

Our complaints process

What happens when you first complain?

We will always try to resolve your concerns there and then. If this is not possible, we will fully investigate all the issues you have raised by speaking with you or writing to you. We will acknowledge your complaint within 48 hours and, in most cases, resolve your concerns when we contact you. Occasionally, however, it may be necessary to investigate your complaint further, but we aim to resolve your complaint within 5 working days for general banking related complaints and within one month for investment related complaints. If this is not possible, you will be advised either by telephone or in writing. We hope that you will not need to progress beyond this first step, as we are confident that we can resolve any concerns you raise with us to your satisfaction.

What can you do if you're not satisfied with the response to your complaint?

Clearly, we always want to be able to resolve your concerns. If you consider that our response to your complaint still does not fully address your issues, please let us know so we can understand if there is anything more we can do.

However, where you are not satisfied with our final response to your complaint, you can refer your concerns to the Channel Islands Financial Ombudsman (CIFO). If you want to contact the CIFO about your complaint, you will need to do this within six months from the date of our final response or they may not be able to review your complaint.

In addition, you must also contact CIFO within 6 years of the event complained about or, if later, 2 years of when you could reasonably have been expected to become aware that you had a reason to complain.

You can contact the CIFO at:

Channel Islands Financial Ombudsman (CIFO)
P O Box 114
Jersey,
Channel Islands
JE4 9QG

Website: www.ci-fo.org

Email: enquiries@ci-fo.org

Jersey local phone: 01534 748610

For concerns relating to our Hong Kong office, you also have the right to refer the matter to the Complaint Processing Centre of the Hong Kong Monetary Authority at 55/F, Two International Finance Centre, 8 Finance Street, Central, Hong Kong.

For monetary disputes, you have the right to refer the matter to the Financial Dispute Resolution Centre (FDRC) at Unit 3701-4, 37/F, Sunlight Tower, 248 Queen's Road East, Wan Chai, Hong Kong. In order to be eligible for resolution of disputes under the Financial Dispute Resolution Scheme administered by FDRC, a written complaint must be filed with us and a final written reply in respect of the complaint has been issued or no final written reply has been issued within 60 days. Also, the dispute must be of a monetary nature not exceeding HK\$500,000 (including any interest on any amount alleged to be a loss) or the foreign currency equivalent.

Data provided to Hong Kong branch

Where personal data is being or has been collected by our Hong Kong branch, in addition to clause 4 of Section 1 of these terms which explains how we will use Customer Information you will be given the Notice relating to the Personal Data (Privacy) Ordinance that applies to you and other individuals (the "Notice") also contains important information about how we and the HSBC Group will use such information and you should read clause 4 of Section 1 in conjunction with the Notice. You agree to the Notice and further agree that the "Purposes" as defined in clause 4 of Section 1 and the persons to whom Customer Information will be disclosed shall be extended to include the purposes and persons set out in the Notice. You must ensure that every Connected Person whose information has been or will be collected by us in Hong Kong has been notified of and agreed to the Notice (as may be amended or supplemented by us from time to time).