

Notice of Changes on the Super Ease Account Terms and Conditions, effective 15 October, 2014

HSBC is committed to conducting business in a way that actively contributes to the safety and stability of our customers, the financial markets and the global banking system. Global regulation increasingly requires banks to put stronger checks in place to ensure the stability of the global finance system, prevent fraud and other financial crimes, and comply with international sanctions and other legal requirements, as well as requiring banks to prove to regulators that they know and understand who their customers are. In this connection, we have updated our Super Ease Account Terms and Conditions to reflect a globally consistent approach to sharing customer information and clarify your obligations.

Please carefully review the updated Super Ease Account Terms and Conditions as set out below to ensure that you understand the changes made and how they may affect you. Please rest assured that your personal data will only be used and disclosed by us in accordance with our Notice relating to the Personal Data (Privacy) Ordinance.

The Super Ease Account Terms and Conditions will be amended as follows:

- 1) **Delete existing Clause 2.8 of Super Ease Account Terms and Conditions in its entirety. Re-number subsequent clause numbers.**
- 2) **Delete existing Clause 5 of Super Ease Account Terms and Conditions and replace with the following clause:**

5 Collection and Disclosure of Customer Information

5.1 Definitions

Terms used in this Clause 5 shall have the meanings set out below.

“Authorities” includes any local or foreign judicial, administrative, public or regulatory body, any government, any Tax Authority, securities or futures exchange, court, central bank or law enforcement body, self-regulatory or industry bodies or associations of financial service providers 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) any 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 the HSBC Group to verify the identity of its customers.

“Connected Person” means a person or entity (other than the Customer) whose information (including Personal Data or Tax Information) is provided by the Customer, or on the Customer’s 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 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, a representative, agent or nominee, or any other persons or entities with whom the Customer has a relationship that is relevant to his 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 all or any of the following items relating to the Customer or a Connected Person, where applicable: (a) Personal Data, (b) information about the Customer, the Customer’s accounts, transactions, use of the Bank’s products and services and the Customer’s relationship with the HSBC Group and (c) Tax Information.

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

“Financial Crime Risk Management Activity” means any action to meet Compliance Obligations relating to or in connection with the detection, investigation and prevention of Financial Crime that the Bank or members of the HSBC Group may take.

“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 the Bank or a member of the HSBC Group.

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

“Services” includes (a) the opening, maintaining and closing of the Customer’s accounts, (b) the provision of credit facilities and other banking products and services, processing applications, credit and eligibility assessment, and (c) maintaining the Bank’s overall relationship with the Customer, including marketing services or products to the Customer, 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, directly or indirectly.

“Tax Authorities” means Hong Kong or foreign tax, revenue or monetary authorities.

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

“Tax Information” means documentation or information about the tax status of the Customer or a Connected Person.

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

5.2 Collection, Use and Sharing of Customer Information

This Clause 5.2 explains how the Bank will use information about the Customer and Connected Persons. The Notice relating to the Personal Data (Privacy) Ordinance (formerly known as Notice to Customers relating to the Personal Data (Privacy) Ordinance) that applies to the Customer and other individuals (the **“Notice”**) also contains important information about how the Bank and the HSBC Group will use such information and the Customer should read this Clause in conjunction with the Notice. The Bank and members of the HSBC Group may use Customer Information in accordance with this Clause 5 and the Notice.

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

- the Bank is legally required to disclose;
- the Bank has a public duty to disclose;
- the Bank’s legitimate business purposes require disclosure;
- the disclosure is made with the data subject’s consent;
- it is disclosed as set out in this Clause 5 or the Notice.

Collection

- (a) The Bank and other members of the HSBC Group may collect, use and share Customer Information. Customer Information may be requested by the Bank or on behalf of the Bank or the HSBC Group, and may be collected from the Customer directly, from a person acting on behalf of the Customer, from other sources (including from publicly available information), and it may be generated or combined with other information available to the Bank or any member of the HSBC Group.

Use

- (b) The Bank and members of the HSBC Group may use, transfer and disclose Customer Information (i) in connection with the purposes set out in this Clause 5, (ii) as set out in the Notice (applicable to Personal Data) and (iii) in connection with matching against any data held by the Bank or the HSBC Group for whatever purpose (whether or not with a view to taking any adverse action against the Customer) ((i) to (iii) are collectively referred to as the **“Purposes”**).

Sharing

- (c) The Bank may (as necessary and appropriate for the Purposes) transfer and disclose any Customer

Information to the recipients set out in the Notice (who may also use, transfer and disclose such information for the Purposes).

The Customer's Obligations

- (d) The Customer agrees to inform the Bank promptly and in any event, within 30 days in writing if there are any changes to Customer Information supplied to the Bank or a member of the HSBC Group from time to time, and to respond promptly to any request for Customer Information from the Bank or a member of the HSBC Group.
- (e) The Customer confirms that every Connected Person whose information (including Personal Data or Tax Information) has been (or will be) provided to the Bank or a member of the HSBC Group has (or will at the relevant time have) been notified of and agreed to the processing, disclosure and transfer of such information as set out in this Clause 5 and the Notice (as may be amended or supplemented by the Bank from time to time). The Customer shall advise any such Connected Persons that they have rights of access to, and correction of, their Personal Data.
- (f) The Customer consents and shall take such steps as are required from time to time for the purposes of any applicable data protection law or secrecy law to permit the Bank to use, store, disclose, process and transfer all Customer Information in the manner described in these Terms and Conditions. The Customer agrees to inform the Bank promptly in writing if he is not able or has failed to comply with the obligations set out in (e) and (f) in any respect.
- (g) Where
 - the Customer or any Connected Person fails to provide promptly Customer Information reasonably requested by the Bank, or
 - the Customer or any Connected Person withholds or withdraws any consents that the Bank may need to process, transfer or disclose Customer Information for the Purposes (except for purposes connected with marketing or promoting products and services to the Customer), or
 - the Bank has, or a member of the HSBC Group has, suspicions regarding Financial Crime or an associated risk,

the Bank may:

- (i) be unable to provide new, or continue to provide all or part of the Services to the Customer and reserve the right to terminate its relationship with the Customer;
- (ii) take actions necessary for the Bank or a member of the HSBC Group to meet the Compliance Obligations; and
- (iii) block, transfer or close the Customer's account(s) where permitted under local Laws.

In addition, if the Customer fails to supply promptly his, or a Connected Person's, Tax Information and accompanying statements, waivers and consents, as may be requested, then the Bank may make its own judgment with respect to the status of the Customer or the Connected Person, including whether the Customer or a Connected Person is reportable to a Tax Authority, and may require the Bank or other persons to withhold amounts as may be legally required by any Tax Authority and to pay such amounts to the appropriate Tax Authority.

5.3 Financial Crime Risk Management Activity

- (a) Financial Crime Risk Management Activity may include: (i) screening, intercepting and investigating any instruction, communication, drawdown request, application for Services, or any payment sent to or by the Customer, or on the Customer's behalf; (ii) investigating the source of or intended recipient of funds; (iii) combining Customer Information with other related information in the possession of the HSBC Group; and (iv) making further enquiries as to the status of a person or entity, whether they are subject to a sanctions regime, or confirming the identity and status of the Customer or a Connected Person.
- (b) The Bank and HSBC Group's Financial Crime Risk Management Activity may lead to the delay, blocking or refusing the making or clearing of any payment, the processing of the Customer's instructions or application for Services or the provision of all or part of the Services. To the extent permissible by law, neither the Bank nor any member of the HSBC Group shall be liable to the Customer or any third party in respect of any loss (howsoever it arose) that was suffered or incurred by the Customer or a third party, caused in whole or in part in connection with the undertaking of Financial Crime Risk Management Activity.

5.4 Tax Compliance

The Customer acknowledges that he is solely responsible for understanding and complying with his tax obligations (including 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) or Services provided by the Bank or members of the HSBC Group. Each Connected Person acting in his/its capacity as a Connected Person also makes the same acknowledgement in his/its own regard. Certain countries may have tax legislation with extra-territorial effect regardless of the Customer's or a Connected Person's place of domicile, residence, citizenship or incorporation. Neither the Bank nor any member of the HSBC Group provides tax advice. The Customer is advised to

seek independent legal and tax advice. Neither the Bank nor any member of the HSBC Group has responsibility in respect of the Customer's tax obligations in any jurisdiction which may arise including any that may relate specifically to the opening and use of account(s) and Services provided by the Bank or members of the HSBC Group.

5.5 Miscellaneous

- (a) In the event of any conflict or inconsistency between any of the provisions of this Clause 5 and those in or governing any other service, product, business relationship, account or agreement between the Customer and the Bank, this Clause 5 shall prevail.
- (b) If all or any part of the provisions of this Clause 5 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 this Clause 5 in that jurisdiction.

5.6 Survival Upon Termination

This Clause 5 shall continue to apply notwithstanding any termination by the Customer or the Bank or a member of the HSBC Group of the provision of any Services to the Customer, or the closure of any of the Customer's accounts.

3) Add the following new definition to Appendix I to Super Ease Account Terms and Conditions:

"HSBC Group" means HSBC Holdings plc, its affiliates, subsidiaries, associated entities and any of their branches and offices (together or individually), and "member of the HSBC Group" has the same meaning.

4) Delete in its entirety Appendix II (Notice to Customers relating to the Personal Data (Privacy) Ordinance (the "Ordinance")) to Super Ease Account Terms and Conditions.

Please note that the above amendments shall be binding on you if you continue to use or retain your account(s) after 15 October, 2014. If you decline to accept the amendments, you have the right of termination as stated in the relevant clause under the Super Ease Account Terms and Conditions. If you wish to terminate your account or should you have any queries, please contact us at branch or call our customer service hotline (852) 2233 3000.

If there is any discrepancy between the English and Chinese versions, the English version shall prevail.