

Notice of Change on Terms and Conditions for Margin FX Trading Services effective 24th June 2016

HSBC is committed to promoting changes and improvements in our provision of banking services to protect your interests and to enhance your understanding of what you can reasonably expect of the services provided by us. With these objectives in mind, we have updated our existing Margin FX Trading Services Terms and Conditions ("**Existing Document**") in plain language ("**Plain Language Document**"). A separate set of Chinese version is also available. If there is any discrepancy between the English and Chinese versions, the English version shall prevail. Please refer to the Annex for further information about the Existing Document and the Plain Language Document.

A summary of the key features of the Plain Language Document is set out under **Part A**, and the main provisions which are new or have been amended in the Plain Language Document are set out under **Part B**.

Provisions of the Plain Language Document and the Existing Document are materially the same in substance and save for the matters set out in Part B, your rights and obligations with respect to us will not be adversely affected.

Please carefully read the information below to ensure you understand the changes made and how they may affect you.

A. Summary of the key features of the Plain Language Document

1. Provisions in the Plain Language Document are re-written in a way and re-arranged in an order intended to make them easier to read and understand by you. More descriptive section or clause headings are used in some cases.

2. Provisions addressing the same or related matters are consolidated and simplified to remove overlaps.
3. Revisions are made to enhance clarity of the meaning of the provisions.

B. New or amended provisions in the Plain Language Document

The new or amended provisions in the Plain Language Document include:

1. a revised provision in Clause 3.2.2 clarifying that where the applicable regulatory requirements do not require us to provide statements for a Margin FX Trading Account or any Margin FX Collateral Account, we may provide statements at its discretion if we consider appropriate whether or not you have opted not to receive statement;
2. a revised provision in Clause 3.4.4(b) to the effect that we will give you notice regarding variation of interest rate by way of display at our premises or in any other manner we consider appropriate (instead of giving the customer 30 days notice as specified in the Existing Document);
3. a revised provision in Clause 3.4.5 to the effect that if we do not receive any interest payable by you on its due date for any reason (including due to any time taken to clear such payment), we have the right to charge interest on any outstanding amount of the accrued interest;
4. a revised limitation of liability provision in Clause 15.1.2 clarifying that the limitation of liability covers (a) us, (b) our agents and nominees, and (c) our officers and employees and the officers and employees of our agents or nominees; and
5. a revised indemnity provision in Clause 15.2.2 clarifying that the indemnity covers (a) us, (b) our agents and nominees, and (c) our officers and employees and the officers and employees of our agents or nominees.

Please note that the amendments shall be binding on you if you continue to use Margin FX Trading Services on or after the effective date (24th June, 2016). If you decline to accept the amendments, you have the right to terminate your Margin FX Trading Services in accordance with the relevant provisions under the Existing Document before 23rd June, 2016. Should you have any queries, please contact us at our branches or call our customer service hotlines during the service hours stated below:

HSBC Premier customers: (852) 2233 3322 (24 hours)
HSBC Advance customers: (852) 2748 8333 (24 hours)
Other customers: (852) 2233 3000 (Monday to Saturday, 9:00 a.m. – 5:30 p.m., except Sunday and public holidays)

For details of the amendments, please refer to the Plain Language Document on HSBC website at www.hsbc.com.hk/personal/form-centre.html.

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

May 2016

Annex

A. Existing Document:

Terms and Conditions for Margin FX Trading Services

B. Plain Language Document:

Terms and Conditions for Margin FX Trading Services

外匯孖展買賣服務條款及細則的修改通知， 由2016年6月24日起生效

滙豐一直致力改進及提升我們的銀行服務，以保障您的權益，及希望您可以更容易了解我們為您提供的銀行服務。為此，我們已將現有外匯孖展買賣服務條款及細則的內容及條文(簡稱「**現有版本**」)更新為淺白版本(簡稱「**淺白版本**」)。所有淺白版本皆有中文及英文版本。如淺白版本中英文版有歧義，概以英文本為準。本通知附件載有現有版本及淺白版本的進一步資料供您參閱。

本通知**部分A**為淺白版本主要特點的摘要，而**部分B**則載有淺白版本內新增或經修訂的主要條文。

淺白版本及現有版本的內容及條文大致上相同，而根據淺白版本的條文(除部分B所述的情況外)，您的權責相對於我們將不會受到負面影響。

請仔細閱讀下列的內容，以確保您了解所有的變更，以及可能對您造成的影響。

A. 淺白版本主要特點的摘要

1. 已重寫及重新編排淺白版本的條文，旨在使您更容易閱讀及明白。在若干情況下，在淺白版本的某些部分或條款使用更具描述性的標題。

2. 合併及簡化有關相同或相關事宜的條文，以刪除重疊的部分。
3. 修訂條文以使其涵義更清晰。

B. 淺白版本內新增或已修訂的主要條文

淺白版本內新增或已修訂的主要條文，包括：

1. 於第3.2.2條中已修訂的條文，補充交代監管要求並無要求我們就外匯孖展買賣戶口或任何外匯孖展按金戶口提供結單，我們可酌情在其認為適當的情況下提供結單，不論閣下是否已選擇不接收結單；
2. 於第3.4.4(b)條中已修訂的條文，致使我們在我們的範圍內公開張貼通知或以我們認為適當的任何其他方式就更改利率通知閣下(而非給予閣下現有文件中指定的30日通知)；
3. 於第3.4.5條中已修訂的條文，致使如我們因任何原因在閣下應繳利息的到期日未有收到利息金額(包括因需要時間結算客戶的付款)，我們有權就任何已累算但未清還的利息金額收取利息；
4. 於第15.1.2條中已修訂的責任限制條文，補充交代責任限制涵蓋(a)我們、(b)我們的代理及代名人及(c)我們的職員及僱員及我們的代理或代名人的職員及僱員；及
5. 於第15.2.2條中已修訂的彌償條文，補充交代彌償涵蓋(a)我們、(b)我們的代理及代名人及(c)我們的職員及僱員及我們的代理或代名人的職員及僱員。

請注意：如您在2016年6月24日或之後繼續使用外匯孖展買賣服務，則您將受以上修改條款約束。如您拒絕接受以上的修改條款，您有權於2016年6月23日之前根據現有版本中列明的有關條款終止外匯孖展買賣服務。如有任何疑問，請前往分行或於以下服務時間致電客戶服務熱線與我們聯絡：

滙豐卓越理財客戶 : (852) 2233 3322 (二十四小時)
滙豐運籌理財客戶 : (852) 2748 8333 (二十四小時)
其他客戶 : (852) 2233 3000 (星期一至星期六，上午九時至下午五時三十分，星期日及公眾假期除外)

修改條款的詳情，請瀏覽滙豐網站參閱淺白版本：
www.hsbc.com.hk/personal/form-centre.html。本通知中英文版本如有歧義，概以英文本為準。

2016年5月

附件

A. 現有版本：

外匯孖展買賣服務條款及細則

B. 淺白版本：

外匯孖展買賣服務條款及細則