

## Notice of Change on Wayfoong Passbook Gold Account Agreement, effective 11th April, 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 the terms of our existing Wayfoong Gold Account Agreement (Passbook Gold) ("**Existing Document**") in plain language ("**Plain Language Document**"). A separate set of Chinese version is also available and the English and Chinese versions shall have equal weight. Please refer to the Annex for further information about the Existing Document and the Plain Language Document.

A summary of the key updates of the Plain Language Document is set out under **Part A**, the main provisions which are newly added and 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 updates of the Plain Language Document

- 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.
- Provisions addressing the same or related matters are consolidated and simplified to remove overlaps.

- Revisions are made and new clauses are added to enhance clarity of the meaning of the provisions, and in some instances, in response to regulatory requirements. Please refer to Part B for a summary of the newly added provisions and material amendments.
- There are certain practices or requirements currently implemented by us with respect to our provision of services, accounts or products which may be applicable to you but are not expressly specified in the Existing Document (e.g. the balance entry in your passbook for Wayfoong Passbook Gold Account is conclusive evidence of the units of Wayfoong Passbook Gold in that account in absence of manifest error). Provisions reflecting the legal positions of these practices or requirements are consolidated in the Plain Language Document to make them easier to read and understand by you.

### B. New provisions and material amendments in the Plain Language Document

The new provisions and material amendments in the Plain Language Document are:

- a new provision in Clause 8.3 to the effect that you accept and understand that the remuneration for sales staff is determined based on the staff's overall performance with reference to a wide range of factors and is not determined solely on financial performance of the staff;
- a revised provision in Clause 9.1 to clarify the nature of our legal right to retain the Wayfoong Passbook Gold in your Wayfoong Passbook Gold Account as a lien which will stand as a continuing security for the payment of any liability whether actual or contingent, present or future (including any fees, expenses or interest) owing by you to us;
- a new provision in Clause 16.2 to the effect that the English version and Chinese version of the Plain Language Document shall have equal weight;

- a new provision in Clause 17.1 to the effect that you submit to the non-exclusive jurisdiction of the Hong Kong courts; and
- a new provision in Clause 17.2 to the effect that the Plain Language Document may be enforced in the courts of any competent jurisdictions.

Please note that the amendments shall be binding on you if you do not terminate your Wayfoong Passbook Gold Account before 11th April, 2016. If you decline to accept the amendments, you have the right to terminate your Wayfoong Passbook Gold Account in accordance with the relevant provisions under the Existing Document before 11th April, 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)

March 2016

### Annex

The following Existing Document and Plain Language Document are covered by this Notice:

#### A. Existing Document:

Wayfoong Gold Account Agreement (Passbook Gold)

#### B. Plain Language Document:

Wayfoong Passbook Gold Account Agreement



## 滙豐黃金戶口(金簿仔)合約的修改通知，由2016年4月11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，及希望您更容易了解我們可以為您提供的銀行服務。為此，我們已將現有黃金戶口合約(金簿仔)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。淺白版的英文版本與中文版本具相同效力。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**為淺白版本主要更新的摘要，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. 淺白版本主要更新的摘要

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. 修訂條文及新增條文以使其涵義更清晰，並(在若干情況下)回應監管要求。新增條文及主要修訂的摘要請參閱B部分。
4. 我們現時實施有關提供服務、戶口或產品的若干常規或要求，可能適用於您，但在現有版本中未有明文指定(例如：客戶的滙豐黃金戶口(金簿仔)內的結餘賬目在沒有明顯錯誤的情況下為該戶口內的滙豐金簿仔黃金單位的最終證據)。反映該等常規或要求的法律情況的條文現已合併入淺白版本內，使您更容易閱讀及明白該等條文。

### 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8.3條中新增條文，讓您接受及明白銷售人員的薪酬基於其整體表現並參考多種因素而釐定，並不單純按其財務表現來決定；
2. 於第9.1條中已修訂的條文，補充交待我們就您的滙豐黃金戶口(金簿仔)內的滙豐金簿仔黃金享有的留置權，作為客戶償付欠我們的任何債務的持續性抵押，不論債務屬實際或待確定、現時或日後的(包括任何費用、開支或利息)；
3. 於第16.2條中新增條文，致使淺白版本的英文版本與中文版本具相同效力；

4. 於第17.1條中新增條文，致使您服從香港法院的非專有管轄權；及
5. 於第17.2條中新增條文，致使淺白版本可在任何具司法管轄權的法院強制執行。

請注意：如您在2016年4月11日或之後繼續使用或保持滙豐黃金戶口(金簿仔)，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4月11日之前根據現有版本中列明的有關條款終止滙豐黃金戶口(金簿仔)。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)

2016年3月

### 附件

本通知涵蓋下列現有版本及淺白版本：

#### A. 現有版本：

黃金戶口合約(金簿仔)

#### B. 淺白版本：

滙豐黃金戶口(金簿仔)合約

