

Stock Monthly Investment Plan Terms & Conditions and Declarations

PLEASE READ THE FOLLOWING IMPORTANT NOTES AND TERMS AND CONDITIONS CAREFULLY. BY SUBMITTING THIS APPLICATION, YOU WILL BE TAKEN TO HAVE ACCEPTED THEM IN FULL AND SHALL BE BOUND BY THEM.

Important Notes:

1. The Stocks Monthly Investment Plan (the 'Plan') is only available to customers holding a cash account with HSBC ('Cash Account'), and at least one HSBC Investment Services Account or HSBC Securities Account. If at any time you cease to hold the Cash Account and at least one HSBC Investment Services Account or HSBC Securities Account after being enrolled in the Plan, your participation in the Plan will automatically terminate without notice.
2. The name(s) of customer(s) applying for participation in the Plan in this Application Form should be the same as those holding the HSBC Investment Services Account, HSBC Securities Account and Cash Account designated in this Application Form.
3. HSBC has the right to specify from time to time the minimum amount and maximum amount (if applicable) of monthly investment contribution for each securities. That amount will include the monthly brokerage fee payable under the Plan.
4. The gross monthly investment contribution for all securities will be debited from your designated Cash Account maintained with HSBC by direct debit authorisation each month on a date specified by HSBC from time to time without prior notice. If the specified date is not a business day, the monthly contribution will be debited on the previous business day. For the purpose of this Application Form, a 'Debit Date' means the day on which the monthly contribution is actually debited.
5. If you are currently maintaining an existing Plan(s) and your designated Cash Account in this Application is different from the account that you are using for your monthly contribution(s) under your existing Plan(s), your designated Cash Account in this Application will apply to and replace the account specified in all your existing Plan(s) (if any) unless this Application is rejected.
6. You shall ensure that there are sufficient available funds in the designated Cash Account to pay the gross monthly investment contribution on the Debit Date. No monthly reminder will be sent to you before your account is debited. If you choose a Cash Account that is associated with a credit facility, please note that overdraft charges and interest may be incurred if sufficient credit balance is not maintained to cover the gross monthly contribution amount.
7. Subject to the conditions set out in this clause, you may increase the gross monthly investment contribution for a particular month ("One Time Additional Contribution"). The conditions are: (i) you have to pay a fee (if any) specified by HSBC; (ii) you have to give instructions via HSBC Internet Banking or in a written form prescribed by HSBC which must be received by HSBC at least five (5) business days before a Debit Date in order for the increase to take effect on that Debit Date; (iii) the amount of increase is subject to a minimum amount specified by HSBC and must be in multiples of HKD1,000; and (iv) you can increase the contribution only once every month.
8. Subject to the conditions set out in this clause, you may amend contributions under the Plan from time to time, and you may terminate the Plan at any time. The conditions are: (i) you have to pay a fee (if any) specified by HSBC; (ii) any amendment of contributions is subject to HSBC's consent; and (iii) you have to give instructions via HSBC Internet Banking or other channels acceptable to HSBC (e.g. in a written form prescribed by HSBC submitted via branch) which must be received by HSBC at least five (5) (for instructions given via HSBC Internet Banking) or eight (8) (for instructions given via other channels) business days before a Debit Date in order for the amendment or termination to take effect on that Debit Date.
9. Subject to the conditions set out in this clause, you may suspend contribution under the Plan from time to time. The conditions are: (i) you have to pay a fee (if any) specified by HSBC; (ii) any suspension of contributions is subject to HSBC's consent; and (iii) you have to give instructions in a written form prescribed by HSBC which must be received by HSBC at least eight (8) business days before a Debit Date in order for the suspension to take effect on that Debit Date.
10. This Application duly completed by you must be received by HSBC at least five (5) business days before a Debit Date in order for you to start making contributions on that Debit Date.
11. If you have submitted multiple SMIP instructions via different channels for the same stock on the same day, your last instruction submitted via HSBC Internet Banking received by the Bank shall prevail and supersede such other instruction(s) submitted on that day. If you have submitted a set up instruction via branch, your last instruction submitted via HSBC Internet Banking for the same stock on the same day received by the Bank will be deemed as your last instruction to the SMIP submitted on that day.
12. If you are currently maintaining an SMIP for the same stock under an existing instruction, your last instruction (if any) on the same stock will supersede your previous instruction(s) submitted across different days prior to the cut-off date of any month and deemed as your final instruction for that month.
13. Unless specified otherwise, the term 'business day' when used in this Application Form and in the Terms and Conditions attached means a day, other than a Saturday, Sunday or public holiday, on which banks are open for general business in Hong Kong.

Terms and Conditions

1. The Plan is provided subject to these Terms and Conditions (including the terms and conditions appearing in the 'Important Notes' on the first page of this Application Form), and the Integrated Account Terms and Conditions or HSBC Securities Account Terms and Conditions (as applicable) which you have accepted. In this regard:
 1. (a) for clarity, securities acquired under the Plan constitute 'Securities', and the services provided pursuant to the Plan constitute 'Services', as defined in the Integrated Account Terms and Conditions or HSBC Securities Account Terms and Conditions;
 2. (b) terms and expressions used in these Terms and Conditions have the same meanings as defined in the Integrated Account Terms and Conditions or HSBC Securities Account Terms and Conditions unless the context requires otherwise; and
 3. (c) in the event of any inconsistency between these Terms and Conditions and the Integrated Account Terms and Conditions or HSBC Securities Account Terms and Conditions, these Terms and Conditions will prevail.
2. HSBC may vary at its sole discretion from time to time the list of securities that is available for you to select and purchase. HSBC has the right to remove from the list any securities which you have given instruction to purchase. HSBC will give you prior written notice. In that case, you may instruct HSBC to terminate contribution in respect of such securities and/or switch the related contribution to other available securities. If HSBC receives no instruction from you on or before the expiry of HSBC's notice, HSBC is entitled to cancel your instruction to purchase such securities at its discretion without further notice.
3. You understand and accept that the list of securities as HSBC may specify and vary from time to time and any materials provided by HSBC in connection with the Plan do not constitute the giving of investment advice of any nature by HSBC to you. You confirm that you have made and will make your own decision as to the suitability of investing in such securities, and that you will seek appropriate advice from your own investment adviser if you are in doubt.
4. You agree to pay brokerage fee and other fees and charges for the services relating to the Plan at such rates as specified by HSBC from time to time. The brokerage fee will be deducted from your gross monthly investment contribution, so only the balance will be used to purchase securities in accordance with your instruction. HSBC has the right to change from time to time any fees and charges payable by you by giving you at least thirty (30) days' prior written notice.
5. In the event that there are insufficient funds in your designated Cash Account to pay the gross monthly investment contribution (including the brokerage fee) on a Debit Date, HSBC will treat this as your informal request for an unauthorised overdraft to your designated Cash Account and HSBC may:
 1. (i) refuse your request in which case HSBC has the right at its sole discretion to cancel in full your instruction(s) to purchase securities for that month; or
 2. (ii) agree to your request and provide you with an overdraft or an increase to your existing overdraft to your designated Cash Account. The amount of the overdraft or increase will be subject to our prevailing interest rate applicable to unauthorised overdraft calculated on a daily basis. We may charge an arrangement fee for the overdraft or the increase, which will be debited from your designated Cash Account.If HSBC has cancelled in full your instruction to purchase securities for three (3) consecutive months or more for any reason, your participation in the Plan will be automatically terminated without notice.
6. HSBC will use reasonable effort to purchase securities according to your instruction on your behalf on a date following the Debit Date of each month as specified by HSBC from time to time, or on the next trading day if the specified date is not a trading day (the 'Transaction Date'). HSBC will execute your instruction at such time during the trading hours of the Stock Exchange of Hong Kong as HSBC considers appropriate on a Transaction Date. The term 'trading day' when used in these Terms and Conditions means a day on which the Stock Exchange of Hong Kong is open for trading.
7. HSBC may purchase a securities in board lots and odd lots for the customers under the Plan who instruct HSBC to purchase that securities. You agree and understand that HSBC will take the average purchase price of all the board lots and odd lots purchased as the average unit price (the 'Average Purchase Price') for each customer who instructs HSBC to purchase that securities. You agree to purchase securities at the Average Purchase Price rather than at the open market price which may be higher or lower than the Average Purchase Price.
8. If trading at the Stock Exchange of Hong Kong of any securities selected by you is suspended on a Transaction Date, HSBC will use reasonable effort to purchase such securities as soon as practicable on the first trading day on which trading is resumed. If, however, trading does not resume by close of trading on the second trading day after the Transaction Date, HSBC will cancel your instruction to purchase such securities for that month. HSBC will refund the investment contribution for the purchase of such securities to your designated account (without interest) within a reasonable time after the Transaction Date.
9. While HSBC will use reasonable effort to execute your instruction, you understand that your monthly investment contribution may not be applied in full due to circumstances including the unavailability of odd-lots or fluctuation of stock price. HSBC will credit any surplus amount of monthly investment contribution to your designated account (without interest) within a reasonable time after the Transaction Date.
10. All purchased securities will be deposited in your HSBC Investment Services Account or Integrated Account or HSBC Securities Account maintained with HSBC (as applicable) on or before the second trading day after the Transaction

Date (the 'Settlement Date'). The deposited securities will be held in accordance with the terms and conditions of your HSBC Investment Services Account, Integrated Account or HSBC Securities Account subject to any applicable fees and charges. You may sell any deposited securities only on or after the trading day following the Settlement Date.

11. After effecting a securities transaction under the Plan, we will make available to you the essential features of the transaction as soon as reasonably practicable through such means or medium specified by us from time to time, including email and/or SMS notification. In such a case, the Terms and Conditions for HSBC's eAlerts Service will apply to the extent applicable.
12. You understand that the personal data provided in this Application Form, and details of transactions or dealings between HSBC and you will be used, stored, disclosed and transferred (in and outside the Hong Kong SAR) to such persons as HSBC considers necessary, including any member of the HSBC Group, for any purpose in connection with services HSBC may provide to you, and/or in connection with matching for any purpose with other personal data concerning you, and/or for the purpose of promoting, improving and furthering the provision of services by HSBC and/or other HSBC Group members to customers generally. You have the right to request access to and correction of any personal data, and to request the personal data not to be used for direct marketing purposes.
13. HSBC may withdraw or cancel the Plan at any time with or without notice or reason. HSBC has the right to vary these Terms and Conditions from time to time by giving you at least thirty (30) days' prior written notice. If you do not terminate your participation in the Plan prior to the expiry of such notice period, you will be considered to have agreed to such change.

Declaration

1. I/We acknowledge that I/we have read and understood the full version of the above "Important Note" and "Terms and Conditions", and I/we undertake (jointly and severally) to be bound by them.
2. I/We authorise HSBC to debit my/our above designated Cash Account on such date and in such amount in accordance with the Terms and Conditions contained in this Application Form (including the terms and conditions appearing in the 'Important Note' above). I/We agree to maintain an amount of credit balance and/or available credit facility in the Cash Account at least equal to the amount to be debited. I/We also agree that I/we are not entitled to withdraw or deal in any way with all or any part of such amount of credit balance (which shall not constitute a debt owed by HSBC to me/us) or credit facility, until the amount is debited or upon being notified that the relevant instruction cannot be carried out for any reason. I/We hereby charge such amount of credit balance in favour of HSBC as security for my/our liabilities in respect of the instruction in this Application Form.
3. I/We acknowledge that HSBC has not solicited the sale or provided any recommendation of, or advice on, this product or transaction. This transaction is executed based on my/our own judgment, and the Bank does not have duty or obligation to assess or ensure suitability of the product or the transaction.
4. I/We understand that the remuneration for HSBC's 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 his financial performance. Sales staff's remuneration is subject to review from time to time, for the purpose of encouraging the building of deep, long-lasting and mutually valuable relationships with customers.
5. **(Applicable for investment accounts opened before 15 June 14)**
I/We confirm that I am/we are not US resident(s).
(Applicable for investment accounts opened on or after 15 June 14)
I/We confirm that I am/we are not any person who:
 - is a US citizen or with US nationality (regardless of dual nationality or citizenship or residence);
 - is a US resident (regardless of nationality or citizenship);
 - is a US tax payer (i.e. a person who has elected to be treated as a US resident for US federal income tax purpose (regardless of nationality or citizenship) by attaching such election to his/her US federal income tax return);
 - has a US address (e.g. primary mailing, residence or business address in the US).