

HSBC Premier Elite Service Clause

HSBC Premier Elite Service Clause (the “clause”) are applicable to eligible HSBC Premier customers who meet the eligibilities listed below. HSBC Premier Elite is offered by HSBC Bank (China) Limited (“HSBC China” or “the Bank”) to eligible HSBC Premier Customers and is an enhancement of your HSBC Premier service. Except as otherwise referred to in these Terms, your HSBC Premier Bank Account will continue to be governed by the General Terms & Conditions (for personal sole account, joint account and business account holders) and the existing Personal Account General Terms and Conditions, and the charges will be the charges applicable to that account as stated in <Tariff of Accounts and Services for Wealth and Personal Banking Customers>.

The bank may from time to time amend and update these clauses and we will give you prior notice of any change by way of our official website (www.hsbc.com.cn) or display in our premises or by such other method as we may decide.

Please read these clauses in detail and pay attention to notices published on our official website and other channels. If you do not agree to these clauses or any amendment thereto, you may terminate your HSBC Premier Elite status at any time with us. If you continue to become a HSBC Premier Elite client after the amendment become effective, you will be deemed to have agreed to such change.

Eligibility for HSBC Premier Elite

1. If HSBC Premier Bank Account holders meet any of the following eligibility criteria, they may be eligible for HSBC Premier Elite.
 - a) Total Relationship Balance (as defined in the Tariff of Accounts and Services for Wealth and Personal Banking Customers) of all the accounts under the same customer number is greater than or equal to CNY6 million or equivalent, or other amount as determined by the bank at our sole discretion from time to time (“Qualifying Balance”). Any account balance held by you with HSBC in other jurisdictions will not be taken into account. We will give you prior notice of any change of the Qualifying Balance by way of display in our official website or by such other method as we may decide; OR
 - b) Total Relationship Balance (as defined in the Tariff of Accounts and Services for Wealth and Personal Banking Customers) of all family members of one Premier

- Family with the bank is greater than or equal to CNY12 million or equivalent, or other amount as determined by the bank at our sole discretion from time to time; OR
- c) Customers who had approval from the Bank on his/her Home Mortgage Loan application and signed the Home Mortgage Loan contract, and the Home Mortgage Loan drawdown amount is no less than CNY6 million or equivalent and the value of your mortgaged property is no less than CNY20 million or equivalent; OR
 - d) The total balance of the “investment or wealth products” is greater than or equal to CNY3 million or equivalent, which includes:
 - i. investment principal amount(s) of Dual Currency Investment(s) and Structured Deposit (Capital Protected at Maturity / Partially Capital Protected at Maturity);
 - ii. market value of other investment / wealth product(s);
 - iii. point of time cash value of traditional life insurance product(s) (including annuity insurance, whole life insurance, endowment insurance, critical illness insurance and universal life insurance) as at day end of the third to last working day of the current month;
 - iv. point of time market value of investment account(s) under investment linked insurance product(s) as at day end of the third to last working day of the current month.
 - e) Annualized premium of term life insurance products is greater than or equal to CNY1.5 million or equivalent; OR premium of single payment insurance products is greater than or equal to CNY15 million or equivalent.

Benefits

- 2. As a HSBC Premier Elite client, you have access to benefits and privileges, including access to selected suppliers of lifestyle services and other banking, insurance and wealth products and services. We may change, add to or withdraw any of these products, services and benefits from time to time and we will give you prior notice of any change by way of display in our public website (www.hsbc.com.cn) or by such other method as we may decide. Details are also available on request from your dedicated HSBC Premier Relationship Director.
- 3. Lifestyle services will be delivered by carefully selected third party lifestyle service suppliers (“Lifestyle Partners”). You will be required to agree to the terms and conditions available from those Lifestyle Partners before utilizing their lifestyle services. HSBC is not responsible for the delivery of the lifestyle services or for any failure on the part of the Lifestyle Partners in the delivery or non-delivery of their services.

4. We may offer HSBC Premier Elite clients preferential fees and charges and beneficial terms and rates on products and services. Please check with your dedicated HSBC Premier Relationship Director for information about the prevailing fees, charges, terms and rates available to you. We may change these fees, charges, terms and rates from time to time and we will give you such notice as is required by the terms and conditions applicable to the products and services or which is legally required.
5. If your HSBC Premier Bank Account is held jointly by you and one or more other individuals, when calculating the Qualifying Balance:
 - a) the whole of the balance on that account will be included and the whole of the balances on any other accounts and any other investments with HSBC will be included if they are held jointly by all Joint Holders;
 - b) any balance not held jointly by all Joint Holders will be excluded.

Becoming and remaining a HSBC Premier Elite client

6. If you meet the eligibility for a HSBC Premier Elite client as stated in paragraph 1) above, we will notify you that you have become a HSBC Premier Elite client. After the end of each calendar month, we will look back to determine if you have maintained your qualifying status as stated in paragraph 1 for the previous 3 months. Your eligibility to be a HSBC Premier Elite client will continue if you have been able to meet the qualifying status as stated in paragraph 1. If you have been unable to maintain your qualifying status, your eligibility to be an HSBC Premier Elite client will expire at the end of a period of 12 months from the end of the previous calendar month.
7. We will, in any event, notify you at least 1 month prior to the expiry of your eligibility (as stated in paragraph 1) to be an HSBC Premier Elite client, if your eligibility has not been extended by then in accordance with paragraph 8) below.
8. If, before the expiry of your eligibility to be HSBC Premier Elite client in accordance with paragraph 6) above you again met any of the eligibility criteria as stated in paragraph 1) , then your right to participate in HSBC Premier Elite will continue for another 12 months without termination.

Expiry or termination

9. You will no longer be permitted to be an HSBC Premier Elite client if, for any reason, you are no longer an HSBC Premier customer.
10. We may terminate your eligibility to be an HSBC Premier Elite client:
 - a) at any time by giving you not less than one months' notice, or

- b) immediately on giving notice if we reasonably consider that by continuing to be an HSBC Premier Elite client or by continuing to make the products, service and benefits of HSBC Premier Elite available to you we may break any law, regulation, code, court order or other duty or may be acting contrary to a recommendation, requirement or decision of any court, ombudsman, regulator or similar authority or may be exposed to action or censure from any government, regulatory or law enforcement or taxation authority.
11. You may withdraw from HSBC Premier Elite immediately upon giving notice to us through our 24-hour customer service hotline on +86 21 95366 or your HSBC Premier Relationship Director or our branches.
 12. On the expiry and termination of or your withdrawal from HSBC Premier Elite, you will continue as an HSBC Premier customer if you continue to hold your HSBC Premier Bank Account and to qualify for HSBC Premier in accordance with the eligibility criteria applying to it.
 13. Should your right to be an HSBC Premier Elite client come to an end either because you cease to meet the eligibility criteria, withdraw or because we terminate your eligibility to be an HSBC Premier Elite client, you will no longer be eligible for the products, services and benefits which are available only to HSBC Premier Elite clients. Each of these products and services which you are then using may either continue or be withdrawn according to the type of product or service and to the terms and conditions applicable to it. Any special terms or rates of charges or other benefits available only to HSBC Premier Elite clients may no longer apply or be available to you either with immediate effect or after a period of notice according to the type of product or service and to the applicable terms and conditions. If there are any changes to the terms or changes applicable to the product, service or benefit which you are using, we will notify you of those changes. You may consult your Premier Relationship Director for more information about these arrangements after you have stopped being an HSBC Premier Elite client if you still remain as an HSBC Premier customer.
 14. Being a HSBC Premier Elite client gives you access to products and services available from various suppliers which are not part of HSBC nor connected with us. These products and services will be provided to you under agreements which will be made directly between you and these suppliers. These agreements with these suppliers will be made on their terms and conditions of business. These terms and conditions of business will be made available to you by these suppliers before you enter into an agreement with them. Before you enter into an agreement with or buy or use the products or services of a supplier, please take time to read their terms and conditions of business. Your Relationship Manager will be pleased to assist you if you need help.
 15. Your HSBC bank Account will continue to be governed by the General Terms & Conditions (for personal sole account, joint account and business account holders) and the existing

Personal Account General Terms and Conditions, this service clause prevails to the extent of any inconsistency among the above mentioned terms & conditions. The charges will be applicable to that stated in <Tariff of Accounts and Services for Wealth and Personal Banking Customers>. You may refer to <Premier Elite Service Clause> for details about HSBC Premier Elite services. All of the above documents can be reached from our bank staff or through our official website (www.hsbc.com.cn).

16. We may make changes to these clauses at any time if we reasonably consider the change is to your advantage or is needed for any one or more of the following reasons. These reasons may relate to circumstances existing at the time or those that are expected to apply in the near future:
- a) to respond proportionately to changes in law;
 - b) to meet HSBC's regulatory requirements;
 - c) to reflect industry guidance and codes of practice;
 - d) to respond to the making of a relevant recommendation, requirement or decision of any court, ombudsman, regulator or similar authority;
 - e) to allow us to make reasonable changes to the way in which HSBC Premier Elite operates or to offer or provide new or modified products, services and benefits.

We will give you prior notice of any change by way of display in our premises, public website (www.hsbc.com.cn) or by such other method as we may decide. If you do not agree to these clauses or any amendment thereto, you may terminate your HSBC Premier Elite status at any time with us. If you continue to become a HSBC Premier Elite client after the amendment become effective, you will be deemed to have agreed to such change.

Complaints

17. If the provision of services by HSBC to you as a HSBC Premier Elite client falls short of your expectations, please raise your concerns with your dedicated HSBC Premier Relationship Director or contact our 24-hour HSBC customer service hotline on +86 21 95366 or e mail us at hsbcaoc@hsbc.com.cn quoting "HSBC Premier Elite". Concerns about services made available by third party suppliers of lifestyle services available to you as a HSBC Premier Elite client should be directed in the first instance to those third party suppliers, in accordance with their complaints procedures. If you are unable to resolve your concerns with those vendors, then please raise the matter with us via the channels mentioned above.

The Collection and Use of Your Information

18. HSBC is committed to keeping your information private. You will be deemed as agree our collection and process of your personal information for the purpose of providing you our Premier Elite services. Full details of how your information is currently processed are available in the General Terms & Conditions (for personal sole account, joint account and business accountholders) and Personal Account General Terms and Conditions. You may consult the aforesaid documents with our bank or through our official website www.hsbc.com.cn, so as to understand the purpose, method and scope of handling personal information of our bank, understand the personal information and privacy protection practices of our bank, understand the rights and interests of information subjects related to personal information and privacy and the ways of safeguarding personal rights and interests.
19. HSBC may also collect information about you from the Lifestyle Partners and from anyone they ask to provide services to you.
20. HSBC will process, transfer and disclose information about you and your use of HSBC Premier Elite service (including your use of lifestyle concierge services) to:
 - provide you with a broader range of investment, insurance and banking products and services;
 - provide you with a lifestyle concierge service and allow you to benefit from the services of various HSBC lifestyle partners and other third parties;
 - enable HSBC (including your relationship manager) to understand your needs and preferences based on your use of lifestyle concierge services (including contacting you about products and services tailored to your needs); and
 - send you direct marketing and conduct marketing research, if you agree to it.
21. Should HSBC decide to replace one Lifestyle Partner (the “Outgoing Lifestyle Partner”) with another Lifestyle Partner (the “Incoming Lifestyle Partner”), to facilitate a smooth transition from one to the other and reduce any inconvenience to you caused by the transition process, HSBC may require the Outgoing Lifestyle Partner to share information that it holds about you with the incoming Lifestyle Partner. This information may be shared before you have activated your membership with the Incoming Lifestyle Partner. That information may also be delivered by the Outgoing Lifestyle Partner to the Incoming Lifestyle Partner through HSBC. Any such information will be shared in accordance with applicable laws and regulations.

Your Responsibility

22. HSBC may also connect you with lifestyle partners and other third parties through your use of HSBC Premier Elite service, such as the providers of concierge services. These third parties may collect your information directly from you and through your use of the HSBC Premier Elite service. Please note that third parties you provide your information to should have their own privacy policies and will handle your information in accordance with their policies. Please ensure that you review the privacy policies and accept their terms before using their services. HSBC do not accept any liability for your use of their services.
23. For more information relation to data privacy and data sharing under these terms, please contact our 24-hour HSBC customer service Hotline on +86 21 95366 or visit our branches.

Governing Law

24. The laws of the People's Republic of China, govern these Terms.

The Chinese version of these Terms prevails to the extent of any inconsistency between the English and Chinese versions. Any English version of these Terms are for reference only.