

Global Private Banking General Terms and Conditions

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Global Private Banking General Terms and Conditions

These Global Private Banking General Terms and Conditions (these “**Terms and Conditions**”) shall apply to any account opened and maintained with HSBC Bank (China) Company Limited (the “**Bank**” or “**we**”) by any Global Private Banking customers of the Bank (“**GPB Customer**” or “**you**”) and any product or service provided by the Bank to any GPB Customer.

Accounts opened by you with us and products or services received by you from us shall also be subject to our General Terms and Conditions (for Personal Account Holders) or the General Terms and Conditions (For Business Account Holders) (as may be issued, updated and revised from time to time), whichever is applicable depending on GPB customer account type (personal account or business account). In addition, we may from time to time agree with GPB Customer other specific terms and conditions for any specific account opened and maintained by GPB Customer with us or any specific product or service provided by us to GPB Customer. To the extent there is any inconsistency between these Terms and Conditions and the General Terms and Conditions (for Personal Sole Holders) or the General Terms and Conditions (For Business Account Holders), these Terms and Conditions shall prevail. To the extent there is any inconsistency between these Terms and Conditions and the specific terms and conditions, the specific terms and conditions shall prevail.

Please carefully read these Terms and Conditions, particularly the terms and conditions in bold. If you have any query in relation to these Terms and Conditions, please promptly approach us for an explanation. By accepting these Terms and Conditions, you shall be deemed to have been given appropriate explanation by us at your request and have clearly understood and agreed to be bound by these Terms and Conditions.

1. Accounts, Services and Benefits

- 1.1 You may, subject to such procedures (including the supply of such documents) as we may specify from time to time, utilize any one or more of the products or services or open any one or more accounts at any time by issuing an instruction in such form as may be acceptable to us.
- 1.2 As a GPB Customer, you have access to benefits, privileges and exclusive products. Please contact your dedicated relationship manager for information about the prevailing benefits, privileges and exclusive products available to you. **We may change, add to or withdraw any of these benefits, privileges and exclusive products from time to time and will give you prior notice of any such change by displaying on our official website or in our premises or by any other reasonable method as we may determine.** Details are also available upon request from your dedicated relationship manager.
- 1.3 We may restrict or impose conditions for accessing an account if it has been inactive for a period of time determined by us. The applicable periods may vary depending on the type of account and we will provide further information upon request.

2. Eligibility and Charges

- 2.1 Customers may apply to become a GPB Customer. We shall have the discretion to determine whether to accept a customer’s application to be a GPB Customer. We may also invite a customer to become a GPB Customer.

- 2.2 To maintain your eligibility as a GPB Customer, you will need to maintain a combined average daily balance (calculated on a monthly basis and in accordance with the **Tariff of Accounts and Services for Wealth and Personal Banking Customers (the “Tariff”)**) in all accounts with us equal to or above the **Minimum Total Relationship Balance as determined by us from time to time. The current amount of Minimum Total Relationship Balance is CNY 12.8m or equivalent.** Any account balance held by you with HSBC Group member in other jurisdictions will not be taken into account. **We will give you prior notice of any change in the Minimum Total Relationship Balance by displaying on our official website or in our premises or by such other method as we may determine.**
- 2.3 **If you fail to meet the Minimum Total Relationship Balance for 12 consecutive months, we shall be entitled to notify you that you are no longer eligible as a GPB Customer and may at our sole discretion transfer your account to HSBC Premier or into any other appropriate segment as we may determine, in which case the terms and conditions applicable to such segment including terms on account and service fees shall apply.** Under those circumstances, you will no longer be able to apply for or have access to the products, services and benefits which are available only to GPB Customers. Any special terms or rates of charges or other benefits available only to GPB Customers may no longer apply or be available to you, either with immediate effect or after a period of notice, depending on the type of product or service and the applicable terms and conditions.
- 2.4 Subject to any restrictions under applicable laws and regulations, we will charge for products and services we render in accordance with the Tariff. You may obtain a copy of the Tariff or the specific charge for a particular product or service by contacting your relationship manager, visiting a branch or from our website.

3. Protection of Customer Rights

- 3.1 We respect and legally protect your lawful rights as our customer.
- 3.2 You shall have the right to choose at your own discretion our products and services suitable to you, subject to the applicable terms and conditions. Unless otherwise provided by the laws and regulations or otherwise agreed between you and us, you are free to choose to close any account held by you upon duly notifying us.
- 3.3 When opening an account or using the products or services, you shall have the right to request for information from us about the relevant account, product or services, including associated risks, and shall have the right to know the applicable terms and conditions (including the tariff). We keep the above mentioned materials at our branches and you may ask for a copy of such materials or check our website for the latest version of the above-mentioned terms and conditions.
- 3.4 We will deal with your property and information in accordance with the provisions of the PRC laws and regulations, these Terms and Conditions and other applicable terms and conditions.
- 3.5 You are entitled to provide feedback on our service quality and lodge complaints or provide comments about our service. Subject to applicable laws and regulations, you have the right to demand compensation should you suffer loss caused by our willful misconduct or gross negligence.

4. Miscellaneous General Provisions

4.1 Use of Chop

Where you request us to accept the authorized impression of your chop or the chop of any of your authorized agent(s) in lieu of your signature or the signature of such authorized agent(s), the following conditions shall apply:

- (i) Without prejudice to your right to change the signatory or signatories to the account(s) from time to time, the authorized impression of your or your authorized agent's chop shall by itself and in lieu of your signature or the signature of your authorized agent be sufficient authority to us for the operation of the account(s) generally (including any instruction as to any change of your authorized agent). **Documents bearing what purports to be the impression of the chop and any instructions contained therein, shall be binding on you;**
- (ii) **we are not obliged to enquire into the authenticity of the impression of the chop, nor the good faith of the person who actually affixed the same;**
- (iii) **you shall assume the responsibility for losses occasioned by the operation of the account(s) in such manner, and except to the extent caused by our gross negligence or willful misconduct, we are not liable for any loss or damages whatsoever arising directly or indirectly from our acceptance or refusal of any document or instructions bearing or purporting to bear an impression of the chop for the operation of the account(s); and**
- (iv) **you shall take all reasonable measures to keep in safety the chop and immediately notify us of the loss of the chop.**

4.2 Assignment

We may at any time assign or transfer any or all of our rights and obligations hereunder to any person (including without limitation, any other member(s) of HSBC Group) without your prior consent, but shall notify you within a reasonable period of time. You further agree that any other HSBC Group member may at any time and from time to time assign the whole or any part of any debt owed by you to such HSBC Group member in favour of us, and we may accept any such assignment from any other member(s) of HSBC Group. We may exercise our right of set-off hereunder in respect of such debt assigned to us. Unless expressly agreed by us in writing, you shall not be entitled to transfer your rights and obligations hereunder.

4.3 Governing Law and Dispute Resolution

These Terms and Conditions shall be governed by and construed in accordance with the laws of the People's Republic of China. The parties submit all their disputes arising out of or in connection with these Terms and Conditions to the jurisdiction of the courts of the Bank's head office location or of the branch where the account is maintained. These Terms and Conditions do not exclude or restrict you or us from choosing the jurisdiction of other courts, in which case, you and us shall agree to do so by entering into an amendment.

4.4 Prevailing Version

In case of discrepancies between the English version and the Chinese version of these Terms and Conditions, the Chinese version shall prevail.

4.5 Change of Terms

These Terms and Conditions may be changed by us from time to time upon giving you prior notice by way of publishing, placing or displaying on our websites or in the premises or by such other reasonable method as we may determine. You can choose to close all accounts maintained with us if you do not agree to such change. To the extent permitted by the applicable laws, if you do not close all accounts prior to the expiry of the notice period, you shall be deemed to have agreed to such change.

4.6 Effectiveness

These Terms and Conditions are amended in December 2022 and are published on our official website (www.hsbc.com.cn). This amendment takes effect on January 1, 2023 and applies to all accounts, products and services remaining with us as of that date.

4.7 Contact Us

For any suggestion on our service, please contact us at below number: 0086-021-95366.

