

Revision of HSBC Premier Account Terms and Conditions

23 July, 2009

HSBC Premier will revise the HSBC Premier Terms and Conditions, which form the basis of the transactions under the HSBC Premier Account, in connection with the launch of the Foreign Currency ATM Card services. The revised HSBC Premier Terms and Conditions will be implemented with effect from 27 July, 2009.

For the full provisions of the affected Terms and Conditions, please refer to the Comparative Table of HSBC Premier Terms and Conditions below.

For enquiries, please contact your Relationship Manager or our Call Centre (English 0120-777-268, 24 hours/365 days). Thank you for banking with HSBC Premier.

Revision of HSBC Premier Account Terms and Conditions

(Changed parts underlined)

● Changes effective as of 27 July, 2009

Article	Current	New
Section 3, Article 4, Paragraph 5	Deposits by Remittance Added	<u>Acceptance of Deposits by Remittance and via ATM</u> 5. The Bank will accept the deposits by means of the use of the Foreign Currency ATM Card at ATMs of the Bank located in Japan. Paragraph 2, Item 2 (1) and Paragraph 3 shall be applicable, mutatis mutandis, to such deposits, whereby the currency designated for such Foreign Currency ATM Card shall be deemed as the Designated Currency. For the avoidance of doubt, the usage of the Foreign Currency ATM Card shall be governed by “Section 6: Terms and Conditions for HSBC Premier ATM Card.”
Section 3, Article 6, Paragraph 3	 Added	<u>Withdrawals</u> 3. Notwithstanding the provisions of preceding two (2) Paragraphs, the Customer can make a withdrawal from ATMs located outside of Japan of the Bank or an overseas Affiliated Party, by using the Foreign Currency ATM Card. The Bank will only accept the Customer's ATM withdrawal request if the PIN used at the time of operating the ATM matches the PIN previously registered with the Bank. For the avoidance of doubt, the usage of the Foreign Currency ATM Card shall be governed by “Section 6: Terms and Conditions for HSBC Premier ATM Card.”
Section 6, Part 1, Article 3, Paragraph 7	 Added	<u>Withdrawals from Yen Savings Account via ATM</u> 7. For any withdrawal from the Bank's or the overseas Affiliated Party's ATM outside of Japan, the result of such withdrawal may not be displayed accurately (for example, the currency and/or the amount displayed on the screen and printed on the transaction advice may be different from the actual result) depending on the type of ATM or the currency. In such case, the Bank shall be deemed to have performed its repayment obligations with regard to the total amount stipulated in Paragraph 5, notwithstanding such display.
<u>Addition to Section 6 HSBC Premier ATM Card</u> <u>Part 3, Special Provisions for Use of Foreign Currency ATM Card</u>		
<u><Article 23> Purpose of Special Provisions for Use of Foreign Currency ATM Card</u> <u>This Part provides for the Bank's handling of the use of the ATM Card (the “Foreign Currency ATM Card”) issued as</u>		

the transaction method for the Multi Currency Savings Account in the foreign currency (the “Designated Currency”) designated by the Customer when the Customer makes an application for its issuance.

<Article 24> Issuance of Foreign Currency ATM Card

1. The Bank will issue the Foreign Currency ATM Card based on the application of the Customer who has opened the Multi Currency Savings Account in the Designated Currency (the “Designated Account”).
2. The specification of the Designated Account will be displayed by the currency code embossed on the Foreign Currency ATM Card. The Designated Account of an issued Foreign Currency ATM Card cannot be changed to an account in any currency other than the embossed currency.
3. If the Customer wishes to have several Foreign Currency ATM Cards in different Designated Currencies, such Customer shall make separate applications for respective Designated Currencies. However, the maximum number of all the ATM Card issuance including the Foreign Currency ATM Card shall be within the limit as prescribed by the Bank.
4. Upon the issuance of the Foreign Currency ATM Card, the Customer shall pay the issuance fee as prescribed by the Bank.

<Article 25> Use of Foreign Currency ATM Card

1. The issued Foreign Currency ATM Card can be used for the transactions under the Designated Account only and cannot be used for the transactions under the Yen savings Account, Multi Currency Savings Account in any currency other than the Designated Currency or any other account.
2. The Customer may use the Foreign Currency ATM Card in each of the following cases. However, the Customer may not be able to use the Foreign Currency ATM Card depending on the type of ATM or otherwise.
 - (i) For making deposits into the Designated Account using the Bank’s ATMs in Japan.
 - (ii) For making withdrawals from the Designated Account using the ATMs outside of Japan, operated by the Bank or the overseas Affiliated Party.
 - (iii) For any other transactions as prescribed by the Bank.

In relation to Item (i), the deposits will be made only in Japanese Yen. In relation to Item (ii), the withdrawals will be made only in the local currency of the place of withdrawal. In relation to Item (iii), the transactions will be made only in the currency prescribed by the Bank.

<Article 26> Special Provisions for Deposit to Designated Account via ATM

1. The deposit into the Designated Account by the Foreign Currency ATM Card via ATM will be accepted only when it is made by means of the Bank’s ATMs in Japan and in Japanese Yen. No deposit into the Designated Account made by means of ATMs located outside of Japan or in any foreign currency will be accepted.
2. In making a deposit into the Designated Account via ATM, the Customer shall, in accordance with the on-screen instructions of the ATM, operate the ATM by inserting the Foreign Currency ATM Card into the ATM and placing the cash into the ATM.
3. For the deposit stipulated in the preceding two (2) Paragraphs, the Japanese Yen cash amount accepted by the ATM so used will be converted to the Designated Currency by using the exchange rate as prescribed by the Bank (including the foreign exchange fees prescribed by the Bank) and the amount so converted will be credited to the Designated Account.
4. The result of the deposit may not be displayed accurately (for example, the currency or the amount displayed on the screen and printed on the transaction advice may be different from the actual result) depending on the type of ATM or the currency. In such case, the Bank will bear the repayment obligations with regard to the amount so credited by the method stipulated in the preceding Paragraph, notwithstanding such display.

<Article 27> Special Provisions for Withdrawal from Designated Account via ATM

1. The withdrawal from the Designated Account by the Foreign Currency ATM Card via ATM can be made only when it is made by means of ATMs located outside of Japan of the Bank or the overseas Affiliated Party and in the local currency of the place of such withdrawal. No withdrawal from the Designated Account by means of ATMs located in Japan of the Bank or the Affiliated Party can be made.
2. In making a withdrawal from the Designated Account via ATM, the Customer shall, in accordance with the on-screen instructions of the ATM, insert the Foreign Currency ATM Card into the ATM and correctly input the registered PIN and the amount to be withdrawn. In this case, the submission of a withdrawal slip is not required.

3. If, for any withdrawal by the funds in the Designated Currency via ATM, the sum of the withdrawal amount and the Foreign Currency ATM Card Withdrawal Fee stipulated in Article 28, Paragraph 2 or, for any withdrawal by the funds in a currency other than the Designated Currency, the sum of the withdrawal amount converted to the Designated Currency by using the method separately determined by the Bank (including the foreign exchange fees prescribed by the Bank) and the Foreign Currency ATM Card Withdrawal Fee stipulated in Article 28, Paragraph 2 exceeds the available balance of the Designated Account, such withdrawal cannot be made.

4. The result of the withdrawal may not be displayed accurately (for example, the currency or the amount displayed on the screen and printed on the transaction advice may be different from the actual result) depending on the type of ATM or the currency. In such case, the Bank shall be deemed to have performed its repayment obligations with regard to the total amount stipulated in the preceding Paragraph, notwithstanding such display.

<Article 28> Special Provisions for Foreign Currency ATM Card Usage Fees

1. The Customer shall, in the case that the Customer makes a deposit stipulated in Article 26, pay the total amount (the "Foreign Currency ATM Card Deposit Fees") equal to the Domestic ATM Usage Fees after it has been converted into the Designated Currency using the method separately determined by the Bank (including the foreign exchange fees prescribed by the Bank) and the fees prescribed by the Bank.

2. The Customer shall, in the case that the Customer makes a withdrawal stipulated in Article 27, pay the total amount (the "Foreign Currency ATM Card Withdrawal Fees" and together with the Foreign Currency ATM Card Deposit Fees, the "Foreign Currency ATM Card Usage Fees") equal to the amount of the fees prescribed by the Bank or such overseas Affiliated Party for such place of withdrawal after it has been converted into the Designated Currency using the method separately determined by the Bank (including the foreign exchange fees prescribed by the Bank) and the fees prescribed by the Bank.

3. The Bank will automatically debit the Foreign Currency ATM Card Usage Fees from the Designated Account at the time a deposit or withdrawal is made to or from the Designated Account, without a withdrawal slip. For the avoidance of doubt, any ATM usage fees imposed by the Affiliated Party will be paid by the Bank to the Affiliated Party.

<Article 29> Special Provisions for Treatment in the Event of ATM Failure

When deposits stipulated in Article 26 cannot be made due to power failure, malfunction, etc., the Customer may make a deposit to the Designated Account in Japanese Yen cash by using the Foreign Currency ATM Card, similarly in accordance with Article 6, Paragraph 1.

<Article 30> Special Provisions for Foreign Currency ATM Card PIN

1. The PIN randomly determined by the Bank in accordance with the method prescribed by the Bank will be registered as the initial PIN for the Foreign Currency ATM Card.

2. The PIN may be changed according to the method prescribed by the Bank. However, the changed PIN will only be a PIN randomly determined by the Bank, and cannot be designated by the Customer.

<Article 31> Responsibility for Erroneous Use of Other ATM Card

Neither the Bank nor the Affiliated Party shall be responsible for any damages incurred as a result of the Customer's erroneous use of the Foreign Currency ATM Card although the Customer intended to use the ATM Card concerning the Yen Savings Account or by the Customer's erroneous use of the ATM Card concerning the Yen Savings Account or any other Foreign Currency ATM Card of any other Designated Currency although the Customer intended to use the Foreign Currency ATM Card of the specific Designated Currency.

<Article 32> Special Provisions for Biometric Identification for Foreign Currency ATM Card

The ATM Card Biometric Identification function will not be available for the Foreign Currency ATM Card.

<Article 33> Application of Other Provisions

1. Matters not provided for in this Part shall be governed by "Part 1: General Provisions" and "Section 3: Terms and Conditions for Multi Currency Savings Account".

2. In the event of any discrepancy between "Part 1: General Provisions" or "Section 3: Terms and Conditions for Multi Currency Savings Account" and this Part, this Part shall prevail.

Previous Changes to HSBC Premier Terms and Conditions (1st September, 2008 Version)

● Changes effective as of 1st April, 2009

Article	Current	New
Section 7, Annex II, Article 1	<p>The name, address, telephone number, etc. of each of the personal credit information bureaus that the Bank is affiliated with are as follows:</p> <p>(i) CCB Inc. (“CCB”) (A personal credit information bureau with members mainly of consumer credit companies, and maker-, distributor- and bank-affiliated credit card companies. Please refer to the following website for qualification for membership and member list.) Central Plaza 7F, 1-1 Kagurakashi, Shinjuku-Ku, Tokyo 162-8444 0120-440-029 (Toll free) http://www.ccbinc.co.jp/</p> <p>(ii) Personal Credit Information Center (kojin shinyou-jouhou center) of Japanese Bankers Association (“KSC”) (A personal credit information bureau with members mainly of banks and their affiliated companies.) 3-1, Marunouchi 1-chome, Chiyoda-Ku, Tokyo 100-8216 http://www.zenginkyo.or.jp/pcic/index.html</p>	<p>The name, address, telephone number, etc. of each of the personal credit information bureaus that the Bank is affiliated with are as follows:</p> <p>(i) CCB Inc. (“CCB”) (A personal credit information bureau with members mainly of consumer credit companies, and maker-, distributor- and bank-affiliated credit card companies. Please refer to the following website for qualification for membership and member list.) Central Plaza 7F, 1-1 Kagurakashi, Shinjuku-Ku, Tokyo 162-8444 Phone: 0120-440-029 (Toll free) http://www.ccbinc.co.jp/</p> <p>(ii) Personal Credit Information Center (kojin shinyou-jouhou center) of Japanese Bankers Association (“KSC”) (A personal credit information bureau with members mainly of banks and their affiliated companies.) 3-1, Marunouchi 1-chome, Chiyoda-Ku, Tokyo 100-8216 http://www.zenginkyo.or.jp/pcic/index.html</p> <p>(iii) Credit information bureau allied with the personal credit information bureau in (ii) above: <u>Japan Credit Information Reference Center Corp. (“JIC”)</u> http://www.jicc.co.jp Phone: 0120-441-481 <u>Credit Information Center Corp. (“CIC”)</u> http://www.cic.co.jp Phone: 0120-810-414</p>
Section 16, Article 14, Paragraph 3	<p>The name, address, telephone number, etc. of the Affiliated Credit Information Bureaus and the Allied Credit Information Bureaus, the information to be registered therewith and the period of such registration are as follows:</p> <p>(i) Affiliated Credit Information Bureaus: Personal Credit Information Center (kojin shinyou-jouhou center) of Japanese Bankers Association 1-3-1 Marunouchi Chiyodaku Tokyo 100-8216 http://www.zenginkyo.or.jp/pcic/index.html Phone: 03-3214-5020</p> <p>(ii) Allied Credit Information Bureaus: Any personal credit information bureau which is a member of Federation of Credit Bureaus of Japan (“FCB”) http://www.fcbj.jp Phone: 0120-441-481 (To be connected to the nearest personal credit</p>	<p>The name, address, telephone number, etc. of the Affiliated Credit Information Bureaus and the Allied Credit Information Bureaus, the information to be registered therewith and the period of such registration are as follows:</p> <p>(i) Affiliated Credit Information Bureaus: Personal Credit Information Center (kojin shinyou-jouhou center) of Japanese Bankers Association 1-3-1 Marunouchi Chiyodaku Tokyo 100-8216 http://www.zenginkyo.or.jp/pcic/index.html Phone: 03-3214-5020</p> <p>(ii) Credit information bureaus allied with the above bureau: <u>Japan Credit Information Reference Center Corp. (“JIC”)</u> http://www.jicc.co.jp Phone: 0120-441-481 <u>Credit Information Center Corp. (“CIC”)</u> http://www.cic.co.jp Phone: 0120-810-414</p>

Article	Current	New
	information bureau which is a member of FCB) Credit Information Center Corp. ("CIC") http://www.cic.co.jp Phone: 0120-810-414	

● Changes effective as of 1st April, 2009

Article	Current	New
Section 4, Article 4, Paragraph 1, Item (iii)	(iii) Non-Renewal Type: The Bank will proceed with credit entry of the aggregate sum of the principal and interest of the Time Deposit to the Designated Account on the <u>next business day of the maturity date with value of the maturity date.</u>	(iii) Non-Renewal Type: The Bank will proceed with credit entry of the aggregate sum of the principal and interest of the Time Deposit to the Designated Account <u>on the maturity date.</u>
Section 12, Article 5, Paragraph 2	The Purchase Service shall be deemed to have been applied for when the Customer has filled in all the necessary items on the foreign currency purchase request form and the desired Foreign Currencies etc. for purchase, together with such foreign currency purchase request form, shall have been received by the Bank.	The Purchase Service shall be deemed to have been applied for when the Customer has filled in all the necessary items on the foreign currency purchase request form and the desired Foreign Currencies etc. for purchase, together with such foreign currency purchase request form, shall have been received by the Bank. <u>The Bank is not responsible for any loss during shipment by registered mail. The Customer is responsible for all shipping costs.</u>

List of Service Charges for HSBC Premier Foreign Currency ATM Cards

Issuance of Foreign Currency ATM Card	Initial card: Free Second currency (second card) onwards: 1,500 yen/card	Reissuance: 1,500 yen/card
Issuance of Supplementary Foreign Currency ATM Card	Initial card: Free Second currency (second card) onwards: 1,500 yen/card	Reissuance: 1,500 yen/card

Up to nine ATM Cards can be issued, including Japanese Yen ATM Cards and Foreign Currency ATM Cards (both including supplementary cards).

The total number of cards in possession by the customer will remain on file for the three-month card ownership period, even if card information is deleted due to reissuance in the event a card is lost or stolen.

As Foreign Currency ATM Cards are only available for cash withdrawals overseas, please use the PIN generated automatically by our banking system to prevent unauthorised use. The PIN can be changed, however the new PIN will also be generated automatically and sent to your registered address via mail. Please kindly note that a specific PIN cannot be used.

Daily withdrawal limits for each card can also be set (by default, daily withdrawal limits are set at 250,000 yen).

ATMs	Currency	Charges	Remarks
Overseas HSBC ATMs connected to the HSBC Group ATM network	If the withdrawal currency is the same currency as the customer's account currency	Withdrawals only Free	
	If the withdrawal currency is different to the customer's account currency	Withdrawals only Usage fee: Free Foreign Exchange Fee: 1% of the withdrawal amount (1% of the withdrawal amount included as commission in the exchange rate)*1	*1 The withdrawal amount is first converted to HKD at the exchange rate specified by the HSBC Group ATM network. It is then converted to the currency of the ATM card at the exchange rate specified by HSBC Japan (there is no foreign exchange fee charged) and deducted from the Multi Currency Savings Account in the corresponding foreign currency.
Overseas HSBC ATMs not connected to the HSBC Group ATM network (e.g. *3France, New Zealand) Overseas non-HSBC ATMs connected to the VISA/PLUS network	If the withdrawal currency is the same currency as the customer's account currency	Withdrawals only Free	Some CD/ATMs may have an additional service charge.
	If the withdrawal currency is different to the customer's account currency	Withdrawals only Usage fee: Free Foreign Exchange fee: Not charged by HSBC but 1% of the withdrawal amount charged by VISA International (1% of the settlement amount in the local currency included as commission in the exchange rate) *2	*2 The withdrawal amount is first converted into USD at the exchange rate specified by VISA International. It is then converted into HKD and finally into the currency of the ATM card at the exchange rate specified by HSBC Japan (there is no foreign exchange fee charged) and deducted from the Multi Currency Savings Account in the corresponding foreign currency. Some CD/ATMs may have an additional service charge.

- HSBC Premier Foreign Currency ATM Cards cannot be used with ATMs in Japan. If the card is inserted into an ATM in Japan and a cash deposit is made, the funds will automatically be converted to the corresponding foreign currency using the exchange rate at the time of deposit including the exchange fee (Tier 1 normal rate, refer to the Service Charges booklet on page 9). Please note that this transaction cannot be cancelled or amended. Additionally, the post-transaction balance displayed on the ATM screen or printed on the receipt is not valid (the balance is not displayed/printed correctly). Please check the exchange rate via Internet Banking or by calling our Call Centre.
- Account balance enquiries made at any of ATMs in Japan are not valid (the balance is not displayed correctly). Please check the account balance via Internet banking or by calling our Call Centre.
- The account balance displayed on the balance enquiry screen or printed on the withdrawal receipt when using overseas ATMs may not be displayed/printed correctly as there is no international standard for ATM currency displays (however, the withdrawal currency and amount should be displayed/printed correctly). Please use Internet Banking or contact our Call Centre if there are any enquiries regarding account balance..

*3 Argentina, Brazil, France, Greece, Panama, Malta, Mexico, New Zealand, Turkey etc (current as of 30 June, 2009).

HSBC 香港上海銀行

The Hongkong and Shanghai Banking Corporation Limited
Incorporated in the Hong Kong SAR with limited liability

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