

Revision of HSBC Premier Account Terms and Conditions

30 October, 2009

HSBC Premier will revise the HSBC Premier Terms and Conditions, which form the basis of the transactions under the HSBC Premier Account. The revised HSBC Premier Terms and Conditions will be implemented with effect from 1 December, 2009.

Main Points of the Revision

● Anti-Social Forces Clauses to be added.

In response to the Japanese Government's "Guideline for Companies to Prevent Damages Caused by Anti-Social Forces" (Kigyō ga han-shakaiteki seiryoku niyoru higai wo boushi surutame no shishin) issued on 19 June, 2007, and with reference to the sample Anti-Social Forces Clauses promulgated by the Japanese Bankers Association (Zenkoku Ginko Kyokai), the Bank will add the so-called "Anti-Social Forces Clauses" (boryokudan haijō jōkō) to HSBC Premier Account General Agreement (Chapter 1 of the HSBC Premier Terms and Conditions).

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.

Comparative Table of HSBC Premier Terms and Conditions

(Changed parts underlined)

● Changes effective as of 1 December, 2009

Article	Current	New
Section 1, Article 5, Paragraph 3	(Added)	Premier Account shall be made available in case that the Customer does not constitute any of the categories listed in Item 1, Item 2 (1) through (6) and Item 3 (1) through (5) of Article 20, Paragraph 5. The Bank shall not accept an application for the opening of Premier Account in case that the Customer constitutes any of the categories listed in Item 1, Item 2 (1) through (6), or Item 3 (1) through (5), of Article 20, Paragraph 5.
Section 1, Article 20, Paragraph 5	(Added)	In addition to the circumstances set out in the preceding Paragraph, if the Customer constitutes any of the categories in any of the following Items and if the Bank determines it inappropriate for the Bank to continue transactions with the Customer, the Bank may suspend transactions under the Premier Account or, after serving the notice to the Customer, terminate the Premier Account: (i) In case that the representations and covenants made by the Customer at the time of application for the opening of Premier Account have proved to be false.

		<p>(ii) <u>In case that the Customer has become known to constitute any of the following:</u></p> <ol style="list-style-type: none"> (1) <u>An organised group of gangsters (boryoku dan);</u> (2) <u>A member of an organised group of gangsters;</u> (3) <u>A quasi-member (jun kousei in) of an organised group of gangsters;</u> (4) <u>An affiliated business enterprise of an organised group of gangsters;</u> (5) <u>A sokaiya corporate racketeer etc., a hoodlum who claims to advocate for social activities etc. (shakai undo tou hyoubou goro), a violent group with special intellect (tokushu chinou boryoku shudan) or the like; or</u> (6) <u>A person similar to any of the foregoing.</u> <p>(iii) <u>In case that the Customer has, either in person or with the assistance of any third party, engaged in any activity that corresponds to any of the following:</u></p> <ol style="list-style-type: none"> (1) <u>Making a threatening demand (boryoku-teki yokyu kouji);</u> (2) <u>Making an illegal or unjustifiable demand;</u> (3) <u>In relation to a transaction, engaging in a threatening speech or behaviour or threatening to or using illegal force;</u> (4) <u>Starting a malicious or false rumour, or discrediting the Bank or disturbing the Bank's business by fraudulent means or illegal force; or</u> (5) <u>Any activity similar to any of the foregoing.</u>
<p>Section 1, Article 20, Paragraph 6</p>	<p><u>Paragraph 5</u> In addition to the circumstances set out in the <u>preceding Paragraph</u>, in the event that the Customer has not used the Premier Account for the period separately stipulated by the Bank, or as the laws or regulations permit, the Bank may limit or suspend the transactions under the Premier Account, or, after serving the notice to the Customer, terminate the Premier Account.</p>	<p><u>Paragraph 6</u> In addition to the circumstances set out in the <u>preceding two (2) Paragraphs</u>, in the event that the Customer has not used the Premier Account for the period separately stipulated by the Bank, or as the laws or regulations permit, the Bank may limit or suspend the transactions under the Premier Account, or, after serving the notice to the Customer, terminate the Premier Account.</p>
<p>Section 1, Article 20, Paragraph 7</p>	<p><u>Paragraph 6</u> In the event that the Bank dispatches the notice of termination to the address which is registered with the Bank, such notice will be deemed to have been delivered within the time normally expected for delivery, even if such notice is delayed or does not reach the Customer.</p>	<p><u>Paragraph 7</u> (No change in the content of the provision)</p>