

## Revision of HSBC Premier Account Terms and Conditions

5 December, 2011

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 come into effect as from 4 January, 2012.

For the revised provisions of the Terms and Conditions, please refer to the Comparative Table 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 for the revision of HSBC Premier Account Terms and Conditions

●Changes effective as from 4 January 2012 (Changed parts underlined)

Article	Current	New
Section 1, Article 20, Termination, etc. Paragraph 5	<p>5. In addition to the circumstances set out in the preceding Paragraph, if the Customer constitutes <u>any of the categories in</u> 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:</p> <p>(i) In case that the representations and covenants made by the Customer at the time of application for the opening of Premier Account have <u>proved</u> to be false.</p> <p>(ii) In case that the Customer has become known to constitute any of the following:</p> <p>(1) <u>An organised group of gangsters</u> (boryoku dan);</p> <p>(2) <u>A member of an organised group of gangsters</u>;</p> <p>(3) <u>A quasi-member (jun kousei in) of an organised group of gangsters</u>;</p> <p>(4) <u>An affiliated business enterprise of an organised group of gangsters</u>;</p> <p>(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;</u>or</p> <p>(6) <u>A person similar to any of the foregoing.</u></p> <p>(iii) In case that the Customer has, either <u>in person or with the assistance of any third party, engaged in any activity that corresponds to</u> any of the following:</p> <p>(1) <u>Making a threatening demand (boryoku-teki yokyukoui)</u>;</p> <p>(2) <u>Making an illegal or unjustifiable demand</u>;</p> <p>(3) <u>In relation to a transaction, engaging in a threatening speech or behaviour or threatening to or using illegal force</u>;</p> <p>(4) <u>Starting a malicious or false rumour, or discrediting the Bank or disturbing the Bank's business by fraudulent means or illegal force</u>; or</p>	<p>5. In addition to the circumstances set out in the preceding Paragraph, if the Customer constitutes any of the following, 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. <u>The Customer shall not make any claim against the Bank for any damages that the Customer may incur arising out of, or in connection with, the application of this Article 20.5, and the Customer shall indemnify and hold harmless the Bank for any damages that the Bank may incur arising out of, or in connection with, the application of this Article 20.5:</u></p> <p>(i) In case that the representations and covenants made by the Customer at the time of application for the opening of Premier Account have <u>found</u> to be false.</p> <p>(ii) In case that the Customer has become known to constitute any of the following (<u>each, an "Anti-Social Group"</u>):</p> <p>(1) <u>an organised crime group (boryoku dan)</u>;</p> <p>(2) <u>a member of an organised crime group</u>;</p> <p>(3) <u>a person who has ceased to be a member of an organised crime group within the past five years</u>;</p> <p>(4) <u>a quasi-member (jun kousei in) of an organised crime group</u>;</p> <p>(5) <u>a company or an association related to an organised crime group</u>;</p> <p>(6) <u>a corporate racketeer (soukaiya), a blackmailer adopting social movement slogans (shakai undou tou hyoubou goro), a violence group with special intellect (tokushu chinou boryoku shudan) or the like; or</u></p> <p>(7) <u>a person similar to any of the foregoing.</u></p> <p>(iii) <u>In case that the Customer has become known to have any of the following relationships:</u></p> <p>(1) <u>a relationship where the Customer's business is deemed to be conducted under the control</u></p>

	<p>(5) Any <u>activity</u> similar to any of the foregoing.</p>	<p><u>of any Anti-Social Group;</u></p> <p>(2) <u>a relationship where the Customer's business is deemed to be conducted with a substantial involvement of any Anti-Social Group;</u></p> <p>(3) <u>a relationship where the Customer is deemed to be using any Anti-Social Group improperly for the purposes such as to obtain unfair advantage for itself, its business or any third party or to inflict damage to any third party;</u></p> <p>(4) <u>a relationship where the Customer is deemed to have an involvement with any Anti-Social Group, such as provision of funding or other favours; or</u></p> <p>(5) <u>a relationship where any director of the Customer or any person who has a substantial involvement with the management of the Customer's business has a generally condemnable relationship with any Anti-Social Group.</u></p> <p>(iv) In case that the Customer has, either <u>by himself/herself or through</u> any third party, engaged in any <u>action</u> that <u>constitutes</u> any of the following:</p> <p>(1) <u>a demand in violent manner;</u></p> <p>(2) <u>an illegal or undue demand;</u></p> <p>(3) <u>an action with threatening speech or behaviour, or the use of violence, in relation to transaction with the Bank;</u></p> <p>(4) <u>an action to defame the reputation or interfere with the business of the Bank by spreading rumours, using fraudulent means or resorting to force; or</u></p> <p>(5) <u>any action</u> similar to any of the foregoing.</p>
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