

HSBC China GBA CNY Type II Settlement Account Service Agreement
(Only applicable to CNY Type II settlement accounts opened through HSBC Hong Kong
Attestation)

1. Account Summary

The "HSBC China GBA CNY Type II Settlement Account" refers to a CNY Type II settlement account ("GBA Type II Account") opened with HSBC Bank China Limited ("HSBC China" or "Account Opening Bank") by an account holder ("Account Holder") of The Hong Kong and Shanghai Banking Corporation Limited ("HSBC Hong Kong" or "Attesting Bank") through attestation at designated branches of HSBC Hong Kong in compliance with applicable regulations and requirements of the Account Opening Bank.

2. Rights, obligations and responsibilities of the Account Opening Bank, Attesting Bank and Account Holder

- (1) HSBC China is the Account Opening Bank under this service, which opens a GBA Type II Account for the Account Holder through attestation, and shall be responsible for examining the account opening materials according to the requirements of the current account management rules, fulfilling client identification obligation, handling account opening formalities, and carrying out the primary responsibilities for the administration of the whole life cycle of accounts.
- (2) HSBC Hong Kong is the Attesting Bank under this service, which shall be responsible for meeting with the Account Holder, preliminarily verifying the identity of the Account Holder, collecting and examining the authenticity, validity and completeness of account opening materials, verifying the intention of account opening, and transferring the Account Holder's complete application materials to the Account Opening Bank and delivering the corresponding account opening results and documents. The specific rights and obligations of HSBC Hong Kong and the Account Holder under the attestation service shall be subject to the terms to be separately agreed by both parties.
- (3) Account Holders that open, hold, and use GBA Type II Accounts shall strictly comply with the provisions of this agreement, and shall be subject to all applicable terms and conditions, laws and regulations, and regulatory requirements.

3. Opening, modification, use and closing of accounts

- (1) All opening, maintenance and corresponding account services of GBA Type II Accounts are provided by HSBC China.
- (2) GBA Type II Accounts temporarily only support the following businesses:
 - transferring CNY funds from the CNY account of the Account Holder under the same name held at HSBC Hong Kong;
 - placing CNY deposits through digital channels;
 - binding and using online payment services of third-party payment platforms in Mainland, but for consumption purpose only.

- (3) **GBA Type II Accounts do not support the following businesses:**
- **issuing physical debit cards and providing the corresponding automated teller machine services;**
 - **binding the Type I bank accounts that the Account Holder may open with HSBC China in future;**
 - **being used as verification account for opening other individual Type II and III accounts in Mainland;**
 - **binding or remitting funds to any credit card for repayment;**
 - **topping up or refunding at third-party payment platforms.**
- (4) The transaction limits for GBA Type II account are as follows:

		Limits
Fund transfer in	Account Holders are only allowed to transfer funds from their CNY accounts under the same name held at HSBC Hong Kong	The daily transfer limit is RMB10,000 The cumulative annual transfer limit is RMB200,000
Funds Transfer out	All instructions shall be submitted at the counter and funds can only be transferred to CNY accounts of the Account Holders under the same name held at HSBC Hong Kong	The daily transfer limit is RMB10,000 The cumulative annual transfer limit is RMB200,000
Consumption via third-party payment platforms	Account Holders are only allowed to use GBA Type II Accounts for consumption through the third-party payment platforms	The daily consumption limit is RMB10,000 The cumulative annual consumption limit is RMB200,000

Account Holders may adjust the daily consumption limit for transactions on their third-party payment platforms through mobile banking, provided that the amount shall not be more than RMB10,000 per day.

- (5) To ensure account security, HSBC China will provide fund transfer notification service through its WeChat service account for GBA Type II Accounts for Account Holders who have activated WeChat financial services. HSBC China also sends free of charge fund transfer notification SMS via the mobile phone number the Account Holder maintained with HSBC China.
- (6) Account Holders may apply for applicable HSBC China digital channels to use all kinds of services of GBA Type II Accounts. **For updating account information or account closure, Account Holders shall visit a HSBC China branch in person.**
- (7) **Where no transaction has taken place for six months from the date of account opening of a GBA Type II Account, its non-counter services will be suspended and the Account Holder must re-verify his/her identity by visiting a HSBC China branch in person with a valid Mainland Travel Permit for Hong Kong and Macao Residents to reactivate its non-counter transfer services. For GBA Type II Accounts with zero balance for two consecutive months, HSBC China reserves the right to close such accounts.**

- (8) If the Account Holder fails to complete the account opening process at the Attesting Bank as required by HSBC China within 30 days from the application date, the Account Holder shall be deemed to have voluntarily withdrawn from account opening.
- (9) For closing a GBA Type II Account, the Account Holder shall apply for closure of the account at a HSBC China branch, and the balance of the account shall be transferred back to the original CNY account of the Account Holder under the same name held at HSBC Hong Kong (the transfer of the balance of the closed account shall still be subject to the daily limit of RMB10,000 and cumulative annual limit of RMB200,000).

4. Account Holder Commitment

- (1) The Account Holder shall satisfy account opening criteria required by applicable laws and regulations and Account Opening Bank, and the account opening materials submitted through HSBC Hong Kong are true, valid and complete, which reflects the Account Holder's genuine account opening intention.
- (2) The Account Holder shall open and use the GBA Type II Account in accordance with applicable laws and regulations and requirements of the agreement binding on the Account Holder (including the terms and conditions accepted by the Account Holder).
- (3) The Account Holder fully understands and is clearly aware of:
 - that the funds in the GBA Type II Account may only be used for consumption purpose;
 - that the Account Holder shall not use the GBA Type II Account to engage in illegal or criminal activities, shall not lease, lend, sell or purchase the same, and shall not open a bank settlement account with a false identity;
 - the possible relevant legal liability to be borne by the Account Holder arising from any violation of the aforementioned commitment, including but not limited to civil liability and criminal liability.
 - the possible disciplinary measures against the Account Holder and his/her GBA Type II Account arising from any violation of the aforementioned commitment, including but not limited to suspension of bank account non-counter services, not opening new accounts and that transfer of personal information by the People's Bank of China to the Financial Credit Information Basic Database and disclosure of the same to the public, etc.

5. Personal Information

The Account Holder acknowledges and agrees the Collection and Use of Customer Information clause in our General Terms and Conditions (for Personal Account Holders) (<https://www.hsbc.com.cn/content/dam/hsbc/cn/docs/document-download/general-terms-conditions.pdf>) and our privacy policy set out in Personal Information and Privacy Protection Policy (<https://www.hsbc.com.cn/en-cn/help/mandatory-info/#privacy-and-security>), and authorizes HSBC China to collect, use or otherwise process Account Holder's basic personal information, personal identity information, account information, financial transaction information,

and property information (“Account Holder’s Information”) in accordance with above mentioned clauses for the purpose of account service and/or to comply with Applicable Requirements.

The Account Holder understands that for the purpose of optimizing GBA Type II Account service and controlling the risk, HSBC China, on the premise of complying with applicable laws and regulations, will share business data, customer risk assessments, abnormalities, complaints and reporting information under the service with the Attesting Bank. The Account Holder hereby specifically agrees and authorizes HBCN to share the Account Holder’s personal information where necessary in these circumstances.

The Account Holder acknowledges that the Account Holder may, by contacting HSBC China through the channels prescribed in Personal Information and Privacy Protection Policy, exercise his/her rights in respect of Account Holder’s Information. This clause is supplemental and does not limit HSBC China’s rights to use, process and share Account Holder’s Information for other purposes under the General Terms and Conditions (for Personal Account Holders) and Personal Information and Privacy Protection Policy.

6. Customer Agreement

This agreement shall come into effect after being signed or confirmed through digital channel by the Account Holder. The application submitted by the Account Holder for GBA CNY Type II Account opening, this Agreement, General Terms and Conditions (for Personal Account Holders) and the Personal Account General Terms and Conditions together constitute a complete service agreement between the Account Holder and HSBC China for GBA CNY Type II Account service.

7. Variation of Terms

The terms in this agreement may, at HSBC China’s sole discretion, be changed from time to time by way of publishing, placing or displaying announcements or notices on the HSBC China’s websites or in its premises or sending notice to the Account Holder in such other method as HSBC China may decide. If the Account Holder continues holding the GBA Type II Account, the Account Holder is deemed to have accepted and been bound by the revised terms.

8. Governing Law

This agreement shall be governed and construed in accordance with the laws of the People’s Republic of China (which, solely for the purpose hereunder, does not include the following jurisdictions: Hong Kong Special Administrative Region, Macao Special Administrative Region and Taiwan region). Any dispute under this agreement shall be subject to the jurisdiction of the People’s Court at the place where the branch of HSBC China selected by the Account Holder to open GBA Type II Account is located.

9. Language

This agreement is made in English and Chinese versions. The English version is for reference only. In the event of any inconsistency between the English and Chinese versions, the Chinese version shall prevail.

About HSBC China

HSBC China was incorporated in Mainland China and carries on its principal place of business in Mainland China. HSBC China is not an authorized institution within the meaning of the Hong Kong Banking Ordinance. HSBC China does not carry on banking business in Hong Kong and does not have a local representative office in Hong Kong. HSBC China is not subject to the supervision of the Hong Kong Monetary Authority. The above does not constitute an offer by HSBC China and any contract will only be concluded by acceptance of your application by HSBC China in Mainland China. HSBC China GBA CNY Type II Settlement Account will not be protected by the Hong Kong Deposit Protection Scheme.