

## **TIME DEPOSITS GENERAL TERMS AND CONDITIONS (FOR PERSONAL CUSTOMERS)**

1. The *Time Deposit General Terms and Conditions (For Personal Customers)* (these “**Terms and Conditions**”) apply to the time deposit accounts opened and time deposit placed with HSBC Bank (China) Company Limited (the “**Bank**”) by personal customers.
2. A time deposit account may be opened in such currencies and with such minimum initial deposit amount with respect to a range of maturity dates as determined by the Bank from time to time.
3. The Bank reserves the right to vary offered interest rate provided that such variation will be announced at the Bank’s premises or notified to Customers in advance by such other means as the Bank may determine. **Nevertheless, unless otherwise provided in the Terms and Conditions regarding withdrawal of time deposit before maturity date, the interest rate agreed on the date when a time deposit is placed shall remain applicable to such time deposit throughout its term, regardless of any change in time deposit offered interest rate made by the Bank from time to time.**

4. At the request of the depositor, the Bank may at its discretion repay some or all deposits before the due date. Should the Bank agree to the withdrawal of a time deposit before its maturity date, any interest paid to the Customer before maturity date or tax paid to the government (if applicable) shall be deducted from the principal and the balance is released to the Customer.
5. Interest will accrue until the day prior to the maturity date, is payable on the maturity date and may be either withdrawn or aggregated to the principal amount according to the instructions from the Customer under the Personal Term Deposit Placement Form.
6. If the maturity date of a deposit falls on a public holiday or a weekend day, such deposit shall become payable on the first working day immediately following the end of such holiday or weekend, except when the deposit term so extended exceeds the maximum deposit term acceptable to the Bank or required by law, in which case such deposit will become payable on the working day immediately preceding such holiday or weekend.
7. Any instructions regarding disposal of time deposit on its

maturity date and any amendments thereto must be delivered to the Bank by submitting written instructions at the Bank's branch or through internet banking or phone banking, in any case at least one working day prior to the maturity date.

**8. If no disposal instruction from the Customer is received by the Bank by the first working day prior to the maturity date of a time deposit (or the renewed deposit, as the case may be), the principal together with the accrued interest (net of payable taxation, if any) shall be automatically renewed as a time deposit from the maturity date of such time deposit (or renewed time deposit, as the case may be), with the same tenor as that of the original time deposit and subject to all the terms and conditions issued by the Bank as applicable to time deposits. Where a time deposit is renewed at maturity (whether as a result of renewal instruction from the Customer or automatic renewal pursuant to Clause 8 above), the interest rate applicable to such renewed time deposit shall be then prevailing interest rate on the maturity date of such time deposit, or renewed time deposit, as the case may be.**

**9. The Customer acknowledges and irrevocably agrees that if the Bank decides to close the Customer's account(s) opened with the Bank in accordance with the relevant Terms and Conditions (including but not limited to the *General Terms and Conditions (For Personal Account Holders)* and the *Tariff of Accounts and Services for Wealth and Personal Banking Business*), the time deposit will not be renewed after the relevant maturity date (including any maturity date for a renewed term) and any renewal instructions to the Bank will not be performed. The Bank shall have the right, by notice to the Customer, to close the relevant time deposit account(s) on the next maturity date without any justification and shall not be held liable for doing so. On the closing date, all principle and accrued interest remaining in the time deposit account will be paid directly to the Customer (if the Customer arrives the Bank's branch premises according to the notice on the closing date) or be transferred to the Bank's suspense account for the Customer's withdrawal later (if the Customer fails to arrive the Bank's branch premises according to the notice on the closing date).**

**10. The English version of these Terms and Conditions is for**

reference only. In case of any discrepancies between the Chinese and English versions, the Chinese version shall apply and prevail.

11. The Bank may change these Terms and Conditions from time to time upon giving the customers prior notice by way of display in the Bank's premises or the Bank's official website or by such other methods as the Bank may decide. Unless the Customer withdraws all the time deposit in full prior to the expiry of the notice period, the Customer shall be deemed to have agreed to such changes.

12. These Terms and Conditions shall be governed by 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 these Terms and Conditions shall be submitted to the local People's court with competent jurisdiction at the place where the Bank is located.