

HSBC Jade

Terms and Conditions

Between HSBC Bank (China) Company Limited (referred to as "we", "us", "our", "HSBC") and the HSBC Premier Customer ("you").

A.General Terms and Conditions

1)These terms and conditions (the "Terms") govern your participation in HSBC Jade.

Benefits

2)HSBC Jade is available from HSBC to eligible HSBC Premier Customers and is an enhancement of your HSBC Premier service.

3)Except as otherwise referred to in these Terms, your HSBC Premier Bank Account will continue to be governed by the General Terms & Conditions (for personal sole account, joint account and business accountholders) and the existing Personal Account General Terms and Conditions, and the charges will be the charges applicable to that account.

4)As a HSBC Jade client, you have access to benefits and privileges, including access to selected suppliers of lifestyle services and other banking, insurance and wealth products and services. Details of the products, services and benefits which are available to you are shown in the HSBC Jade Welcome Pack which you can obtain from your dedicated HSBC Jade Relationship Manager or from our branches. We may change, add to or withdraw any of these products, services and benefits from time to time and we will give you prior notice of any change by way of display in our premises or by such other method as we may decide. Details are also available on request from your dedicated HSBC Jade Relationship Manager.

5)The terms and conditions and the eligibility requirements which will apply to the products and services available through HSBC Jade will be set out or referred to in the details relating to each product or service.

6)Lifestyle services will be delivered by carefully selected third party lifestyle service suppliers ("Lifestyle Partners"). You will be required to agree to the terms and conditions available from those Lifestyle Partners before utilizing their lifestyle services. HSBC is not responsible for the delivery of the lifestyle services or for any failure on the part of the Lifestyle

Partners in the delivery or non-delivery of their services.

7)We may offer HSBC Jade clients preferential fees and charges and beneficial terms and rates on products and services. Please check with your dedicated HSBC Jade Relationship Manager for information about the prevailing fees, charges, terms and rates available to you. We may change these fees, charges, terms and rates from time to time and we will give you such notice as is required by the terms and conditions applicable to the products and services or which is legally required.

Eligibility for HSBC Jade

8)Participation in HSBC Jade is available to HSBC Premier Bank Account holders who have maintained a Total Relationship Balance (as defined in the Tariff of Accounts and Services for Personal Customers) with HSBC in mainland China which, in aggregate and calculated as an average over the immediately preceding three consecutive calendar months, are equal to at least CNY 6,200,000 or such other amount as determined by us at our sole discretion from time to time ("Qualifying Balance") immediately prior to HSBC Premier Account Holders becoming HSBC Jade clients. If HSBC Premier Bank Account holders meet the above eligibility criteria, they may be invited to be HSBC Jade clients. Any account balance held by you with HSBC in other jurisdictions will not be taken into account. We will give you prior notice of any change of the Qualifying Balance by way of display in our premises or by such other method as we may decide.

9)If your HSBC Premier Bank Account is held jointly by you and one or more other individuals (together with you, the "Joint Holders") then, when calculating the Qualifying Balance:

- a)the whole of the balance on that account will be included and the whole of the balances on any other accounts and any other investments with HSBC will be included if they are held jointly by all Joint Holders;
- b)any balance not held jointly by all Joint Holders will be excluded.

Becoming and remaining a HSBC Jade client

10)If you meet the eligibility for a HSBC Jade client as stated in paragraph 8) above, we will notify you that you have become a HSBC Jade client.

- 11) Your eligibility to be a HSBC Jade client will continue while you continue to hold a Qualifying Balance. Your eligibility to be a HSBC Jade client and to enjoy the products, service and benefits of HSBC Jade may expire or be terminated in accordance with the terms of paragraphs 12), 15), 16) and 17) below.
- 12) After the end of each calendar month, we will look back to determine if you have maintained a Qualifying Balance for the previous 3 months. If you have been unable to maintain a Qualifying Balance, your eligibility to be an HSBC Jade client will expire at the end of a period of 12 months from the end of the previous calendar month.
- 13) We will notify you in good time that you have not held a Qualifying Balance and that your eligibility to be an HSBC Jade client is due to expire as above. We will, in any event, notify you at least 1 month prior to the expiry of your eligibility to be an HSBC Jade client if your eligibility has not been extended by then in accordance with paragraph 14) below.
- 14) If, before the expiry of your eligibility to be HSBC Jade client in accordance with paragraph 12) above you again hold a Qualifying Balance (see paragraph 8) above) then your right to participate in HSBC Jade will continue as above. We may not notify you of the expiry date in this case.

Expiry or termination

- 15) You will no longer be permitted to be an HSBC Jade client if, for any reason, you are no longer an HSBC Premier customer.
- 16) We may terminate your eligibility to be an HSBC Jade client:
- a) at any time by giving you not less than one month's notice, or
 - b) immediately on giving notice if we reasonably consider that by continuing to be an HSBC Jade client or by continuing to make the products, service and benefits of HSBC Jade available to you we may break any law, regulation, code, court order or other duty or may be acting contrary to a recommendation, requirement or decision of any court, ombudsman, regulator or similar authority or may be exposed to action or censure from any government, regulatory or law enforcement or taxation authority.
- 17) You may withdraw from HSBC Jade immediately upon giving notice to us through our 24-hour HSBC Jade Hotline on +86 400 880 5688 or your HSBC Jade Relationship Manager or our branches.
- 18) On the expiry and termination of or your withdrawal from HSBC Jade, you will continue as an HSBC Premier customer if you continue to hold your HSBC Premier Bank Account and to qualify for HSBC Premier in accordance with the eligibility criteria applying to it.
- 19) Should your right to be an HSBC Jade client come to an end either because you cease to meet the eligibility criteria, withdraw or because we terminate your eligibility to be an HSBC Jade client, you will no longer be eligible for the products, services and benefits which are available only to HSBC Jade clients. Each of these products and services which you are then using may either continue or be withdrawn according to the type of product or service and to the terms and conditions applicable to it. Any special terms or rates of charges or other benefits available only to HSBC Jade clients may no longer apply or be available to you either with immediate effect or after a period of notice according to the type of product or service and to the applicable terms and conditions. If there are any changes to the terms or changes applicable to the product, service or benefit which you are using, we will notify you of those changes. You may consult your Relationship Manager for more information about these arrangements after you have stopped being an HSBC Jade client if you still remain as an HSBC Premier customer.
- 20) Being a HSBC Jade client gives you access to products and services available from various suppliers which are not part of HSBC nor connected with us. These products and services will be provided to you under agreements which will be made directly between you and these suppliers. These agreements with these suppliers will be made on their terms and conditions of business. These terms and conditions of business will be made available to you by these suppliers before you enter into an agreement with them. Before you enter into an agreement with or buy or use the products or services of a supplier, please take time to read their terms and conditions of business. Your Relationship Manager will be pleased to assist you if you need help. Information about these suppliers and the products and services available from them is included in the HSBC Jade Welcome Pack.
- 21) We may make changes to these Terms at any time if we reasonably consider the change is to your advantage or is needed for any one or more of the following reasons. These reasons may relate to circumstances existing at the time or those that are expected to apply in the near future:
- a) to respond proportionately to changes in law;
 - b) to meet HSBC's regulatory requirements;
 - c) to reflect industry guidance and codes of practice;
 - d) to respond to the making of a relevant recommendation, requirement or decision of any court, ombudsman, regulator or similar authority;
 - e) to allow us to make reasonable changes to the way in which HSBC Jade operates or to offer or provide new or modified products, services and benefits.

We will give you prior notice of any change by way of display in our premises or by such other method as we may decide. If you do not withdraw from HSBC Jade prior to the expiry of the notice period, you will be deemed to have agreed to such change.

Complaints

22) If the provision of services by HSBC to you as a HSBC Jade client falls short of your expectations, please raise your concerns with your dedicated HSBC Jade Relationship Manager or contact our 24-hour HSBC Jade hotline on +400 880 5688 or email us at hsbcaoc@hsbc.com.cn quoting "HSBC Jade". Concerns about services made available by third party suppliers of lifestyle services available to you as a HSBC Jade client should be directed in the first instance to those third party suppliers, in accordance with their complaints procedures. If you are unable to resolve your concerns with those vendors, then please raise the matter with us via the channels mentioned above.

B.The Collection and Use of Your Information

Data Privacy

- 23) HSBC is committed to keeping your information private. Your information will continue to be used to provide you with financial and other products and services by HSBC and its affiliated companies and branches located worldwide.
- 24) HSBC will continue to process your information as you have grown to expect through your use of the HSBC Premier service. Full details of how your information is currently processed are available in the General Terms & Conditions (for personal sole account, joint account and business accountholders) and Personal Account General Terms and Conditions.
- 25) In connection with HSBC Jade HSBC will process your information in ways that it has not previously been processed, as set out below. By agreeing to be a HSBC Jade client, you agree that your information may be processed as set out in the General Terms & Conditions (for personal sole account, joint account and business accountholders), Personal Account General Terms and Conditions and as described in these Terms.

Collection of Your Information

26) HSBC may collect information about you through your banking relationship (as set out in the General Terms & Conditions (for personal sole account, joint account and business accountholders) and the Personal Account General Terms and Conditions) and subject to any applicable laws and regulations collect information about you through any

available sources for the purposes described under Paragraph 28) below.

27) HSBC may also collect information about you from the Lifestyle Partners and from anyone they ask to provide services to you.

Use of Your Information

28) HSBC will process, transfer and disclose information about you and your use of HSBC Jade service (including your use of lifestyle concierge services) to:

- provide you with a broader range of investment, insurance and banking products and services;
- provide you with a lifestyle concierge service and allow you to benefit from the services of various HSBC lifestyle partners and other third parties;
- enable HSBC (including your relationship manager) to understand your needs and preferences based on your use of lifestyle concierge services (including contacting you about products and services tailored to your needs); and
- send you direct marketing and conduct marketing research, if you agree to it.

Data Sharing

- 29) HSBC may share your information with carefully selected third parties to support our processing of your information and provide the products, services and benefits available from HSBC Jade. We will always ensure that these third parties process your information in accordance with applicable data protection laws and our own internal standards.
- 30) HSBC and third parties who receive your information from HSBC may be located in countries where data protection laws do not provide the same standard of protection as they do in the country in which you live. HSBC will always ensure that your information will be protected by a strict code of secrecy and security and handled in accordance with applicable data protection laws. By use and/or benefit from the products, services and benefits available from HSBC Jade, you agree that your data may be transferred to countries where data protection laws do not provide the same standard of protection as they do in the country in which you live.
- 31) Should HSBC decide to replace one Lifestyle Partner (the "Outgoing Lifestyle Partner") with another Lifestyle Partner (the "Incoming Lifestyle Partner"), to facilitate a smooth transition from one to the other and reduce any inconvenience to you caused by the transition process, HSBC may require the Outgoing Lifestyle Partner to share information that it holds about you with the incoming Lifestyle

Partner. This information may be shared before you have activated your membership with the Incoming Lifestyle Partner. That information may also be delivered by the Outgoing Lifestyle Partner to the Incoming Lifestyle Partner through HSBC. Any such information will be shared in accordance with applicable laws and regulations.

Your Responsibility

- 32) HSBC may also connect you with lifestyle partners and other third parties through your use of HSBC Jade service, such as the providers of concierge services. These third parties may collect your information directly from you and through your use of the HSBC Jade service. Please note that third parties you provide your information to should have their own privacy policies and will handle your information in accordance with their policies. Please ensure that you review the privacy policies and accept their terms before using their services. HSBC do not accept any liability for your use of their services.
- 33) For more information relation to data privacy and data sharing under these terms, please contact our 24-hour HSBC Jade Hotline on +400 880 5688 or visit our branches.

C. Governing Law

The laws of the People's Republic of China, govern these Terms. The Chinese version of these Terms prevails to the extent of any inconsistency between the English and Chinese versions. Any English version of these Terms are for reference only.