

# The Notification for the Revisions of HSBC General Terms and Conditions for Investment Products

Date: 22 Sep 2021

1. HSBC will revise the certain part of HSBC General Terms and Conditions for Investment Products. This change will be effective from 06 Oct 2021. The original one is still applicable before the effective date.
2. According to HSBC General Terms and Conditions for Investment Products, the Bank may, via a written notice, posted at visible area of the Bank's branches or announced on the Bank's Internet main page at least fourteen (14) days in advance, amend the terms and conditions of HSBC General Terms and Conditions for Investment Products. If the Customer disagrees with such amendments, he/she/it may notify the bank in written form within the 14-day notification period to terminate the previous terms and conditions as well as transactions and services with the Bank. The Customer needs to be cooperative with the Bank in account closing procedure. If the Customer fails to notify of termination within the 14-day notification period and continues to conduct transactions with or using services of the Bank, the Customer shall be deemed to agree with the amendments.
3. This amendment is announced via the disclosure of HSBC website, should you have any query, please do not hesitate to contact us via our branch networks or our 24-hour Call Center at (02)6616-6000.

Below please find the comparison table for your notification.

Original Terms and Conditions	Revised Terms and Conditions
<p>I. General Terms and Conditions: (II) Investment</p>	<p>I. General Terms and Conditions: (II) Investment</p>
<p><b>6. Status Restrictions as well as the Assertion and Certification made by the Customer:</b> <b>(1) Citizens of the United States, residents of the United States or persons holding permanent residency in the United States, companies incorporated under the law of the United States, subsidiaries or subentities of foreign companies in the United States, any other persons of the United States (according to the interpretation of Regulation S of 1933 Securities Act of the United States), or a corporation partnership or limited liability company that regardless of place of creation or organization that was formed and/or owned by one or more U.S. Persons (hereafter as "USPs", with respect to which, one or more USPs, directly or indirectly, holds 10% or greater ownership, or where a USP is the general partner, managing member, managing director or other position with authority for directing the entity's activities, or any revenues obtained from the Investment Product subject to taxation according to tax laws of the United States, shall not invest in this product.</b> An USP includes the persons/entities listed below: (i) U.S. Citizen (including those person born in the U.S.) (ii) Person born in U.S. Territories of American, (including, but not limited to, Samoa, Guam, Northern Mariana Islands, Puerto Rico or the U.S. Virgin Islands.) (iii) Person was elected to be treated as a U.S. Tax Resident (iv) A U.S. Green Card holder (v) Person having a U.S. address (vi) A Resident Alien (who has been physically present in the U.S. exceeding certain days during a certain period according to U.S. regulations) (vii) Person who should be deemed as USP in accordance with relevant US regulations.</p>	<p><b>6. Status Restrictions and Customer Representations and Warranties:</b> <b>(1) The Customer who is an USP as described in (i)-(x) below shall not invest in this product:</b> (i) U.S. Citizen (including those born in the U.S.) (ii) Person born in U.S. Territories of American, (including, but not limited to, Samoa, Guam, Northern Mariana Islands, Puerto Rico or the U.S. Virgin Islands.) (iii) U.S. Tax Resident (iv) U.S. Green Card holder (v) Person having a U.S. address (vi) Resident Alien (who has resided in the U.S. for a certain period according to U.S. laws and regulations) (vii) Other individual who should be deemed as a USP in accordance with relevant US regulations. <b>(viii) A company incorporated under the laws of the United States, subsidiaries or branches of foreign companies located in the United States, any other entity deemed as a USP (according to the interpretation of Regulation S of 1933 Securities Act of the United States).</b> <b>(ix) An entity in which one or more USPs listed in (i)-(vii), directly or indirectly, holds 10% or greater ownership.</b> <b>(x) An entity in which a USP is the general partner, managing member, managing director or in other position with authority for directing the entity's activities.</b></p>
<p>7. Newly added</p>	<p><b>7. The Customer understands and agrees that if its investment in trust products without review by the competent authorities of the R.O.C., the Bank is entitled to provide the prospectuses and relevant product documents in English only and not</b></p>

	<b>obliged to provide the Chinese versions separately.</b>
II. Investment in Structured Deposit (“SD”) and Dual Currency Investment (“DCI”) and Related Services (III) Terms & Conditions Concerning Dual Currency Investment (“DCI”)	II. Investment in Structured Deposit (“SD”) and Dual Currency Investment (“DCI”) and Related Services (III) Terms & Conditions Concerning Dual Currency Investment (“DCI”)
<b>7. Early withdrawal:</b> <b>(3) In the event that the Customer executes Early Withdrawal due to disagreement with any amendments or supplements made by the Bank to the terms and conditions and the relevant operation procedures of DCI, the interest payable accruing from Early withdrawal of term deposit that is agreed by the Bank to pay to the Customer will be fully paid other than be paid by a discounted amount calculated under the “ Rules governing the pledge and early termination of term deposits” enacted by the Ministry of Finance. The charges on termination may be waived; however, provided that the Customer shall bear at its own cost the risk of market price fluctuation and possible relevant charges when executing Early Withdrawal. The amount the Customer may receive shall be calculated in accordance with the “formula of calculating total amount received under Early Withdrawal”.</b>	<b>7. Early withdrawal:</b> <b>(3) In the event that the Customer executes Early Withdrawal due to disagreement with any amendments or supplements made by the Bank to the terms and conditions and the relevant operation procedures of DCI, the interest payable accruing from Early withdrawal of term deposit that is agreed by the Bank to pay to the Customer will be fully paid other than be paid by a discounted amount calculated under the “ Rules governing the pledge and early termination of term deposits” enacted by the <b>Financial Supervisory Commission</b>. The charges on termination may be waived; however, provided that the Customer shall bear at its own cost the risk of market price fluctuation and possible relevant charges when executing Early Withdrawal. The amount the Customer may receive shall be calculated in accordance with the “formula of calculating total amount received under Early Withdrawal”.</b>
III. Investing in Domestic and Foreign Securities Permitted by the Competent Authority through the Non-Discretionary Trust Service  For the purpose of investment and asset management, the Customer, as the trustor and beneficiary, hereby designates the Bank as trustee via Non-Discretionary Trust (the “Trust”) to invest in domestic and foreign securities (hereinafter referred to as “Investment Target”) in accordance with the Customer’s instructions. The Customer acknowledges and agrees that the Trust shall be held in the name of the Bank under the trust relationship. The Customer further agrees to abide by the following terms and conditions:	III. Service of Investing Non-Discretionary Trust Funds in Domestic/Foreign Securities  For the purposes of investment and asset management, the Customer, as the settlor and trust beneficiary, hereby designates the Bank as its trustee to invest the trust funds of the Customer in domestic/foreign securities (“Investment Target”) via a non-discretionary trust (“Trust”) in accordance with the Customer’s instructions (“Service”). <b>The Customer acknowledges and agrees that the Trust shall be held in the name of the Bank under the trust relationship. The Customer further agrees to abide by the following terms and conditions. When engaging the Service of the Bank, the Customer shall apply the provisions of each individual transaction and the transaction documents on a priority basis, and apply the following terms to issues not addressed by individual transactions and transaction documents, and the other provisions of this agreement to issues not addressed by these terms:</b>
(I)General Terms:	(I)General Terms:
6. The Bank’s Rules: (4)With respect to Investment Target subscribed by the Customer through Non-Discretionary Trust service, if subsequent to the subscription, the issuance rating of the Investment Target, and/or the credit rating of the issuer or the guarantor isn’t in compliance with the authorities’ mandatory requirements or the issuer of the Investment Target cannot satisfy its obligation in accordance with the terms and condition of the Investment Target, The Bank shall inform the aforementioned matters to the Customer in a manner and method The Bank deems suitable (including but not limited to disclosing on the Bank’s website or in writing). The Customer understands and agrees that although the Bank has informed the Customer of the above-mentioned matters or other relevant information, it shall not be deemed that The Bank has the obligation of supervising or informing the Customer of any	6. The Bank’s Rules: (4)With respect to Investment Target subscribed by the Customer through Non-Discretionary Trust service, if subsequent to the subscription, the issuance rating of the Investment Target, and/or the credit rating of the issuer or the guarantor isn’t in compliance with the authorities’ mandatory requirements or the issuer of the Investment Target cannot satisfy its obligation in accordance with the terms and condition of the Investment Target, The Bank shall inform the aforementioned matters to the Customer in a manner and method The Bank deems suitable (including but not limited to disclosing on the Bank’s website or in writing). The Customer understands and agrees that although the Bank has informed the Customer of the above-mentioned matters or other relevant information, it shall not be deemed that The Bank has the obligation of supervising or informing the Customer of any

<p>changes in the contents of the investment target. The Bank has no right either to make a decision or to take any action on behalf of the Customer. The Customer shall independently and carefully consider as to whether further instruction shall be given to The Bank.</p>	<p>changes in the contents of the investment target. The Bank has no right either to make a decision or <b>give a transaction instruction</b> on behalf of the Customer. The Customer shall independently and carefully consider as to whether further instruction shall be given to The Bank.</p>
<p>8.Trust Assets and Custody; the Calculation and Distribution of Proceeds and Expenses: (3) The subscription, sales, settlement, custody, Investment Return and dividends collection and the performance of various rights and obligations with respect to the Customer's Investment Target (including but not limited to the performance of the rights and obligations of fund beneficiaries, shareholders or bond holders) shall be fully entrusted to the Bank in accordance with the trust relationship. However, when the issuer or the fund management company convenes the Beneficiary Meeting or Shareholders' Meeting and other material events related to the Customer's execution of their rights occur, the Bank shall inform the Customer immediately and handle the events in accordance with the Customer's instruction and the summary of the opinions</p>	<p>8.Trust Assets and Custody; the Calculation and Distribution of Proceeds and Expenses: (3) The <b>Bank is fully authorized by the trust agreement to handle the</b> subscription, sales, settlement, custody, Investment Return and dividends collection and the performance of various rights and obligations, <b>by the Customer</b> with respect to the Investment Target (including but not limited to the performance of the rights and obligations of fund beneficiaries, shareholders or bond holders) <del>etc. shall be fully-entrusted to the Bank in accordance with the trust-relationship. However, when the issuer or the fund-management company convenes the Beneficiary-Meeting or Shareholders' Meeting and other material-events related to the Customer's execution of their rights occur, the Bank shall inform the Customer immediately and handle the events in accordance with the Customer's instruction and the summary of the opinions.</del></p>
<p><b>10.Charges for Trust Services:</b> <b>(2) In case of any adjustment of the aforementioned fees and charges, the Bank shall notify the Customer or publicly announce at least 60 days prior to the date of adjustment, other than which are favorable to the Customer.</b></p>	<p><b>10.Charges for Trust Services:</b> <del><b>(2) In case of any adjustment of the aforementioned fees and charges, the Bank shall notify the Customer or publicly announce at least 60 days prior to the date of adjustment, other than which are favorable to the Customer.</b></del></p>
<p><b>12. Mandatory Redemption / Mandatory Sale:</b> <b>(1) In the event that, in compliance with the laws and regulations of the Customer's registration country, incorporation country, nationality, domicile country or resident country, the Customer may not invest or hold a certain Investment Target, or, in compliance with the rules or regulations issued by the competent authority in charge of the Bank, the Bank may not provide the non-discretionary trust service with respect to specific Investment Target, the Bank shall have the right to refuse executing the trade instruction of the Customer with respect to the investment in such Investment Target or inform the Customer to terminate the contract with respect to the investment in such Investment Target through Non-Discretionary Trust and/or redeem / sale such Investment Target held by the Customer automatically. The Customer unconditionally agrees to such manner of handling.</b></p>	<p><b>12. Mandatory Redemption / Mandatory Sale:</b> <b>(1) In the event that, in compliance with the laws and regulations of the Customer's registration country, incorporation country, nationality, domicile country or resident country, the Customer may not invest or hold a certain Investment Target or must perform certain obligations in order to invest, or, in compliance with the rules or regulations issued by the competent authority in charge of the Bank, the Bank may not provide the non-discretionary trust service with respect to specific Investment Target, In such event, or if the Customer refuses to perform a specific obligation, the Bank shall have the right to refuse executing the trade instruction of the Customer with respect to the investment in such Investment Target or inform the Customer to terminate the contract with respect to the investment in such Investment Target through Non-Discretionary Trust and/or redeem / sale such Investment Target held by the Customer automatically. The Customer unconditionally agrees to comply with the above, and the Bank is not held liable for any losses suffered by the Customer therefrom.</b></p>
<p><b>15.Waiver:</b> <b>(3) The Customer agrees and understands, in the event that the Investment Target is foreign securities, the execution of transaction will involve international transactional agencies such as foreign securities brokers, clearance institutions, and custodian banks and the operation and notification thereof (including transaction confirmation, dividend distribution, etc.) may be delayed due to the factors</b></p>	<p><b>15.Waiver:</b> <b>(3) The Customer agrees and understands, in the event that the Investment Target is foreign securities (including structured notes), various procedures and notifications (including confirmations of transactions, dividends and interest distribution, redemption and maturity payment etc.) may be delayed since the transactions will involve international transaction and liquidation agencies and custodian banks,</b></p>

<p>attributable to such agencies. The Bank shall not be liable for any losses or damage arising from such delay.</p>	<p>and the Bank shall not be liable for any damage caused the Customer by such delay.  <b>(4) The Bank assumes no liability for any loss, expiration or freeze of the trust property caused by an act of God; change of circumstances; war; riot; or attachment, expropriation, confiscation, damage or other acts by a foreign government, jurisdictional agency or political organization; or change, interpretation, or application of the laws and regulations of the relevant jurisdiction; or other event of force majeure nor attributable to the Bank.</b></p>
<p>16.Taxes:  <b>(1) In accordance with the relevant tax laws and relevant laws and regulations applicable to the Customer, if there shall be a need to withhold or issue a withholding certificate, the Bank shall handle it accordingly. The Customer understands that the withholding made by the bank does not mean that the Customer fulfills his/her/its tax obligation. The Customer is still obligated to make the tax declaration and make tax payment according to the law.</b></p>	<p>16.Taxes:  <b>(1) The Bank shall follow in accordance with the relevant tax laws <del>and regulations applicable to the Customer</del>, shall there is a need to withhold or issue a withholding certificate. The Customer understands that the withholding made by the bank does not imply that the Customer has fulfilled his/her/its tax obligation. The Customer is still obligated to file tax reporting and make tax payment according to the law.</b></p>
<p>(III) Special Provisions Concerning the Structured Notes ("SN")</p>	<p>(III) Special Provisions Concerning the Investments in Structured Notes ("SNs"):</p>
<p>1. Definitions:  (1) "Product Prospectus" means the reference and explanation with respect to the terms and conditions of the SN that the Bank provides to the Customer for making investment instructions through the Non-Discretionary Trust. The Chinese version of Product Prospectus is translated from the issuer's terms and conditions in English (i.e. Indicative Term Sheets), which is expressed in words easily understood and is confirmed by the issuer. If there is any incompleteness or discrepancy between the Chinese version and the English version, the attached English version of terms and conditions and the content specified in the final transaction documents shall prevail.  (2) "Letter of Intent" means the document signed by the Customer to the subscription of SN through the Trust.  (3) "Base Currency" means the currency specified in the Product Prospectus when the Customer makes investment in subject SN. It shall also be the currency designated for the Customer's settlement.  (4) "Underlying" means the specified linked financial instrument of the subject SN, which determines the rate of return of such SN. The common Underlying includes equity index, stocks, foreign exchange rate, interest rate, commodity, mutual funds and other products.  (5) "Subscription Period" means the period for the issuer to accomplish certain issuance amount in a SN. The Subscription Period of a SN shall be prescribed by the issuer.  (6) "Trade Date" means the date that the issuer trades the Underlying subsequent to the issuance in the market.  (7) "Settlement Date" means the date that the Customer's subscription proceeds shall be deducted by the Bank from the TWD Demand Deposit Account or Foreign Currency Demand Deposit Account.  (8) "Issue Date" means the date that the issuer officially issues the SN.  (9) "Maturity Date" means the date that the Bank and the Customer have agreed upon and specified in the</p>	<p><del>1. Definitions:  (1) "Product Prospectus" means the reference and explanation with respect to the terms and conditions of the SN that the Bank provides to the Customer for making investment instructions through the Non-Discretionary Trust. The Chinese version of Product Prospectus is translated from the issuer's terms and conditions in English (i.e. Indicative Term Sheets), which is expressed in words easily understood and is confirmed by the issuer. If there is any incompleteness or discrepancy between the Chinese version and the English version, the attached English version of terms and conditions and the content specified in the final transaction documents shall prevail.  (2) "Letter of Intent" means the document signed by the Customer to the subscription of SN through the Trust.  (3) "Base Currency" means the currency specified in the Product Prospectus when the Customer makes investment in subject SN. It shall also be the currency designated for the Customer's settlement.  (4) "Underlying" means the specified linked financial instrument of the subject SN, which determines the rate of return of such SN. The common Underlying includes equity index, stocks, foreign exchange rate, interest rate, commodity, mutual funds and other products.  (5) "Subscription Period" means the period for the issuer to accomplish certain issuance amount in a SN. The Subscription Period of a SN shall be prescribed by the issuer.  (6) "Trade Date" means the date that the issuer trades the Underlying subsequent to the issuance in the market.  (7) "Settlement Date" means the date that the Customer's subscription proceeds shall be deducted by the Bank from the TWD Demand Deposit Account or Foreign Currency Demand Deposit Account.  (8) "Issue Date" means the date that the issuer officially issues the SN.  (9) "Maturity Date" means the date that the Bank and the Customer have agreed upon and specified in the</del></p>

<p>relevant Confirmation Letter as the maturity date of the investment. If such day shall not be a Business Day, the following Business Day shall apply.</p> <p>(10) "Coupon Rate" means the interest rate per annum that the SN issuer undertakes to pay during the tenor for such SN.</p> <p>(11) "Coupon Payment Dates" means the timetable that during the tenor the SN issuer undertakes to pay the agreed interest.</p> <p>(12) "Return on Maturity" means the total return receivable by the Customer upon the maturity of the SN. The calculation formula may vary based on the different types of SN and the method of calculation, which shall be respectively specified in the Product Prospectus.</p> <p>(13) "Call Feature" means that the contents of the conditions under which the issuer may call back the SN during the tenor of the SN.</p> <p>(14) "Early Break" means the contents of the conditions under which the Customer may demand the issuer to redeem the SN during its tenor of existence.</p> <p><b>2. Authorization to Make Deduction:</b></p> <p>3.Subscription:</p> <p>4. Cancellation/ Early Break/ Early Redemption by issuer:</p> <p>(3) Early Break by the Customer Subsequent to the Issuance of the SN and prior to the Maturity Date Unless the issuer has specifically set forth the conditions for the Early Break in the Product Prospectus, the Customer shall not request an Early Break for the SN held by the Customer prior to the Maturity Date. If the Customer wishes to request an Early Break for the SN held prior to the Maturity Date, it may only be accepted by the Bank at the Early Break dates set forth on the Product Prospectus. On a day other than the specified Early Break dates, the Bank shall have the right to refuse the Customer's request for an Early Break. <b>All terms and conditions concerning the Early Break shall be governed by the Product Prospectus of the relevant SN.</b> The Early Break price shall be the Mark-to-Market price on the Early Break dates. The SN issuer does not guarantee the minimum guaranteed rate of return upon maturity and/or the full payment of the guaranteed interest and/or investment principal.</p> <p>(4) Early Redemption by issuer In the event that <b>the SN issuer exercises the right of early redemption in accordance with the Product Prospectus</b>, the Customer shall unconditionally accept it.</p>	<p><del>relevant Confirmation Letter as the maturity date of the investment. If such day shall not be a Business Day, the following Business Day shall apply.</del></p> <p><del>(10) "Coupon Rate" means the interest rate per annum that the SN issuer undertakes to pay during the tenor for such SN.</del></p> <p><del>(11) "Coupon Payment Dates" means the timetable that during the tenor the SN issuer undertakes to pay the agreed interest.</del></p> <p><del>(12) "Return on Maturity" means the total return receivable by the Customer upon the maturity of the SN. The calculation formula may vary based on the different types of SN and the method of calculation, which shall be respectively specified in the Product Prospectus.</del></p> <p><del>(13) "Call Feature" means that the contents of the conditions under which the issuer may call back the SN during the tenor of the SN.</del></p> <p><del>(14) "Early Break" means the contents of the conditions under which the Customer may demand the issuer to redeem the SN during its tenor of existence.</del></p> <p><b>1. Authorization to Make Deduction:</b></p> <p>2. Subscription:</p> <p>3. Cancellation/ Early Break/ Early Redemption by issuer:</p> <p>(3) Early Break by the Customer Subsequent to the Issuance of the SN and prior to the Maturity Date Unless the issuer has specifically set forth the conditions for the Early Break in the Product Prospectus, the Customer shall not request an Early Break for the SN held by the Customer prior to the Maturity Date. If the Customer wishes to request an Early Break for the SN held prior to the Maturity Date, it may only be accepted by the Bank at the Early Break dates set forth on the Product Prospectus. On a day other than the specified Early Break dates, the Bank shall have the right to refuse the Customer's request for an Early Break. <b>All terms and conditions concerning the Early Break shall be governed by the Product Prospectus of the relevant SN.</b> The Early Break price shall be the Mark-to-Market price on the Early Break dates. The <del>SN</del> issuer does not guarantee the minimum guaranteed rate of return upon maturity and/or the full payment of the guaranteed interest and/or investment principal.</p> <p>(4) Early Redemption by issuer In the event that <b>the SN issuer exercises the right of early redemption in accordance with the Product Prospectus</b>, the Customer shall unconditionally accept it.</p>
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