

Revision of HSBC Premier Account Terms and Conditions

7 November, 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 7 November, 2011.

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 7 November 2011 (Changed parts underlined)

Article	Current	New
Section 17 (Preamble)	Terms and Conditions for <u>Automatic Remittance Service</u> The Terms and Conditions for <u>Automatic Remittance Service</u> (hereafter in this Section, the "Terms and Conditions") provide for the Bank's handlings for the <u>automatic remittance service</u> (the "Service") for the Customer holding the Premier Account with the Bank.	Terms and Conditions for <u>Standing Instruction Service</u> The Terms and Conditions for <u>Standing Instruction Service</u> (hereafter in this Section, the "Terms and Conditions") provide for the Bank's handlings for the <u>Standing Instruction Service</u> (the "Service") for the Customer holding the Premier Account with the Bank.
Section 17. Article 1, Application and Contents of the Service Paragraphs 1, 2 and 4	<ol style="list-style-type: none"> 1. In order to start the use of the Service, the Customer shall complete the necessary items in the <u>automatic remittance service application form</u> prescribed by the Bank and submit it to the Bank with affixing the seal (or signature) registered with the Bank. 2. The Service is the service under which the Bank will repeatedly and automatically execute <u>the transaction provided for in any of the following Items</u> (the "Transaction") for the Customer's Yen Savings Account or Multi Currency Savings Account (the "Designated Transaction Account") in accordance with the conditions described in the <u>automatic remittance service application form</u>: <ol style="list-style-type: none"> (i) <u>Automatic remittance service</u> (To Other Banks in Japan) Yen-denominated local remittance transaction to the recipient's deposit account with the head office or a branch of any domestic financial institution other than the Bank, which is effected by debiting the funds to the Designated Transaction Account (limited only to Yen-denominated account), in accordance with the conditions described in the form designated by the Bank <u>for Yen-denominated automatic remittance service for the remittance to other banks in Japan.</u> 	<ol style="list-style-type: none"> 1. In order to start the use of the Service, the Customer shall complete the necessary items in the <u>application form for the Service</u> prescribed by the Bank and submit it to the Bank with affixing the seal (or signature) registered with the Bank. 2. The Service is the service under which the Bank will repeatedly and automatically execute <u>any of the following transactions</u> (the "Transaction") for the Customer's Yen Savings Account or Multi Currency Savings Account (the "Designated Transaction Account") in accordance with the conditions described in the <u>application form for the Service</u>: <ol style="list-style-type: none"> (i) <u>Standing Instruction Service</u> (To Other Banks in Japan) Yen-denominated local remittance transaction to the recipient's deposit account with the head office or a branch of any domestic financial institution other than the Bank, which is effected by debiting the funds to the Designated Transaction Account (limited only to Yen-denominated account), in accordance with the conditions described in the <u>application</u> form designated by the Bank.

	<p>(ii) <u>Automatic remittance service (Overseas Remittance)</u> Yen-denominated or foreign-currency-denominated overseas remittance transaction to the recipient's deposit account with the head office or any overseas branch of the Bank or with the overseas head office or any branch of any financial institution other than the Bank, which is effected by debiting the funds to the Designated Transaction Account, in accordance with the conditions described in the form designated by the Bank for <u>overseas automatic remittance service</u>.</p> <p>(iii) <u>Automatic Remittance Service (Transfer within HSBC)</u> Yen-denominated local transfer transaction between the deposit accounts within the Customer's Premier Account, or to the recipient's deposit account with a branch of the Bank in Japan, which is effected by debiting the funds to the Designated Transaction Account, in accordance with the conditions described in the form designated by the Bank for <u>automatic remittance service for the transfer within HSBC</u>.</p> <p>4. For <u>the request for overseas remittance using the Service</u>, the confirmation process stipulated by the foreign exchange related laws and regulations as provided for in Article 3 of "Section 11: Terms and Conditions for Overseas Remittance and Demand Draft Issuance" shall be performed.</p>	<p>(ii) <u>Standing Instruction Service (Overseas Remittance)</u> Yen-denominated or foreign-currency-denominated overseas remittance transaction to the recipient's deposit account with the head office or any overseas branch of the Bank or with the overseas head office or any branch of any financial institution other than the Bank, which is effected by debiting the funds to the Designated Transaction Account, in accordance with the conditions described in the <u>application</u> form designated by the Bank.</p> <p>(iii) <u>Standing Instruction Service (Local Transfer within HSBC)</u> Yen-denominated <u>or foreign-currency-denominated</u> local transfer transaction between the deposit accounts within the Customer's Premier Account, or to the recipient's deposit account with a branch of the Bank in Japan, which is effected by debiting the funds to the Designated Transaction Account, in accordance with the conditions described in the form designated by the Bank. <u>However, in case that such transfer is to be made between a resident and a non-resident of Japan or between non-residents of Japan, the Bank may handle such transaction under the separate conditions designated by the Bank.</u></p> <p>4. For any request for the Service of an <u>overseas remittance or of a transfer within the Bank in which at least one of the parties is a non-resident of Japan</u>, the confirmation process provided for in Article 3 of "Section 11: Terms and Conditions for Overseas Remittance and Demand Draft Issuance" shall be performed as required under the <u>foreign exchange related laws and regulations</u>.</p>
Section 17. Article 2, Commencement of the Service	The date designated by the Customer on the <u>automatic remittance service application form</u> shall be the commencement date of the Service related to such application.	The date designated by the Customer on the <u>application form for the Service</u> shall be the commencement date of the Service related to such application.
Section 17. Article 4, Designated Contents of Request for the Service Paragraphs 1, 2 and 3	<p>1. <u>In applying for the Service, the Customer shall designate one of the several types of the remittance style separately designated by the Bank.</u></p> <p>2. The Service shall be executed in accordance with the conditions set forth <u>for each style and at the time specified for each style, for the period from the starting date as Provided for in Article 2, through the termination as provided for in Article 3, of the service pertinent to the application for such Service.</u></p>	<p>1. <u>[deleted]</u></p> <p>2. The Service shall be executed in accordance with the conditions set forth <u>in the application form for the Service from the commencement date as set forth in Article 2 through the termination of the Service as set forth in Article 3.</u></p>

	<p>3. <u>In case that the frequency of execution of the Service is designated as “every business day”, “every week”, “every two weeks”, “every month”, “every quarter”, “every half year” or “every year”, the transaction processing date of such transaction pertinent to the Service shall be as follows:</u></p> <p>(i) <u>If “every business day” is designated: every business day;</u> (ii) <u>If “every week” is designated: designated day of the week in every week;</u> (iii) <u>If “every two weeks” is designated: designated day of the week in every two weeks;</u> (iv) <u>If “every month” is designated: designated calendar date of every month;</u> (v) <u>If “every quarter” is designated: designated calendar date of every three months;</u> (vi) <u>If “every half year” is designated: designated calendar date of every six months; and</u> (vii) <u>If “every year” is designated: designated calendar date of every year. However, if the date which is otherwise designated as the transaction processing date shall fall on a non-business day, the immediately following business day shall be the transaction processing date. Further, in case that the frequency of execution from “every month” to “every year” is designated, if the designated calendar date shall not exist in the corresponding month, then the transaction processing date shall be the last business day of such corresponding month.</u></p>	<p>3. <u>The frequency of the execution of the Service is limited to once a month per application for the Service. The day of each month (the “Designated Date”) specified by the Customer upon application for the Service will be the monthly processing date on which the Bank will process the relevant Transaction and the execution date of such Transaction will be as follows</u></p> <p>(i) <u>Standing Instruction Service (To Other Banks in Japan): Next business day of the Designated Date;</u> (ii) <u>Standing Instruction Service (Overseas Remittance): Next business day of the Designated Date; and</u> (iii) <u>Standing Instruction Service (Transfer within HSBC): Same as the Designated Date.</u></p> <p><u>However, if the day designated as the Designated Date does not exist in any calendar month, the Transaction of such calendar month shall be processed on the last business day of such calendar month, in which case, such last business day shall be the Designated Date of such calendar month. Furthermore, if the day designated as the Designated Date shall fall on a non-business day in any calendar month, the Transaction for such calendar month shall be processed on the next business day, in which case, such next business day shall be the Designated Date of such calendar month, regardless of whether such next business day shall fall in the next calendar month. Therefore, the execution of the Transaction for a particular calendar month could be carried over to the next calendar month.</u></p>
<p>Section 17. Article 5, Procedures for More than One Transaction</p>	<p><u>When applying for the use of the Service, the Customer shall priorities the transactions under the Service by giving each transaction a number from 01 through 99 without duplication. When more than one Transaction under the Services shall be processed concurrently, the Transactions shall be executed in the order of such number from the smallest number.</u></p>	<p><u>If more than one transaction (including the Transaction and other types of transaction) shall be processed for any particular Designated Transaction Account on any particular Designated Date, such transactions will be processed in accordance with the processing order of the Bank’s system on such day. For the avoidance of doubt, such processing order on a particular day may be different from the one on another day</u></p>
<p>Section 17. Article 6, Foreign Exchange Rate etc.</p>	<p><u>In case that a foreign currency is converted into Japanese Yen or Japanese Yen is converted into a foreign currency for remittance under the Service, the exchange rate to be applied shall be determined in accordance with the provision of Article 15 of “Section 1: HSBC Premier Account General Agreement”.</u></p>	<p><u>The Transaction under the Service shall be limited to the one in the same currency. The Bank will not handle any Transaction involving currency conversion.</u></p>
<p>Section 17. Article 8 Procedures in case of Short Balance Paragraph 1,2</p>	<p>1. <u>In case that, as at the time of execution of the Transaction, the remittance amount exceeds the available balance (including available amount from the automatic overdraft service, if any) of the Designated Transaction Account or the amount of the remittance fee exceeds the available balance of the Fee Account, the Bank will not execute such Transaction.</u></p>	<p>1. <u>In case that, as at the time of processing of the Transaction, the remittance amount exceeds the available balance (including available amount from the automatic overdraft service, if any) of the Designated Transaction Account or the amount of the remittance fee exceeds the available balance of the Fee Account, the Bank will not execute such Transaction.</u></p>

	<p>2. In case that more than one Transaction shall be <u>executed</u> at the same time in the same Designated Transaction Account, and that the available balance of such Designated Transaction Account shall fall short of the total remittance amount of such Transactions, the Bank shall <u>execute</u> the Transaction with the <u>highest priority among those which can be executed within the limit of such available balance; and thereafter, the Bank shall repeat this procedure until there remains no transaction which can be executed.</u></p>	<p>2. In case that more than one Transaction shall be <u>processed</u> at the same time for the same Designated Transaction Account or <u>the same Fee Account</u>, and that the available balance of such Designated Transaction Account shall fall short of the total remittance amount of such Transactions or <u>the available balance of such Fee Account shall fall short of the total fee amount</u>, the Bank shall <u>process</u> such Transactions in accordance with the <u>processing order of the Bank's system on that day and only to the extent that the Bank can execute them within such available balance(s).</u></p>
<p>Section 17. Article 12 Application of Other Provisions Paragraph 3</p>	<p>3. With regard to the Service, in case of any discrepancy between the conditions <u>set forth for each style as prescribed under Article 4, Paragraph 2</u> and the Terms and Conditions, such conditions <u>for each style</u> shall prevail.</p>	<p>3. With regard to the Service, in case of any discrepancy between the conditions <u>described in the Product Fact Sheet which is valid at the time of processing of the Transaction</u> and the Terms and Conditions, such conditions <u>described in such Product Fact Sheet</u> shall prevail.</p>