
RULES FOR

**DEPOSIT
ACCOUNTS**

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OUR AGREEMENT

These Rules are part of the Agreement between you and HSBC Bank USA, National Association (the “Bank” or “HSBC”), and contain some of the terms and conditions for deposit accounts. The Bank offers a variety of products and services, including checking, savings, money market, certificates of deposit (CDs), escrow accounts, retirement plans and electronic banking services. Any *Terms and Charges Disclosure* applicable to your account is also a part of the Agreement. By signing a contract to open any deposit account or by using a Bank product or service, you agree that these Rules, as amended from time to time, shall apply to all your deposit accounts.

If there is a conflict between these Rules and something one of our employees says, the Bank will follow these Rules. These Bank Rules supersede and replace all prior Bank Rules.

GOVERNING LAWS AND REGULATIONS

These Rules shall be governed by and interpreted according to federal law, and by applicable state law, clearing house rules, ACH rules and general commercial bank practices applicable to the services provided, to the extent not superceded by federal law. The applicable state law (to the extent not superceded by federal law) shall be the law of the state where the deposit account is opened, if opened in person. For deposit accounts opened by telephone, Internet, or through our Payments & Cash Management Division, applicable New York law will govern to the extent not superceded by federal law. If these Rules conflict at any time with the applicable federal or state law or regulation, the Rules will be considered changed to the extent necessary to comply. The Bank's failure to enforce these Rules or waiver of any of the provisions of these Rules in any instance will not prevent the Bank enforcing these Rules at any other time.

IMPORTANT INFORMATION ABOUT PROCEDURES FOR OPENING A NEW ACCOUNT

To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify, and record information that identifies each person or entity that opens an account.

What this means to you: If you open a personal account, we will ask for your name, address, taxpayer identification number, date of birth, and other information that will allow us to identify you. Additionally, we will take certain steps to verify your identity, such as asking for your driver's license or other identifying documents or checking other sources. Similar identification requirements apply to non-personal accounts such as corporations

and partnerships. Be assured that we recognize the importance of protecting your privacy and safeguarding the confidentiality of the information you provide to us.

CHECKING ACCOUNTS

TYPES

The Bank offers interest bearing and non-interest bearing accounts to eligible consumers. The Bank also offers a variety of non-consumer checking accounts. See *Terms and Charges Disclosure* for details.

INTERNAL ACCOUNTING OF BALANCES

Your checking account may consist of two “sub-accounts” on the books of the Bank. In that event, one sub-account will be a checking account and the other a savings account. The two will be treated as a single account for customer use, and will not affect your Bank statement, your account balance or the interest, fees, and features of your account. For interest bearing checking accounts, we will pay the same rate of interest on balances in both sub-accounts.

All deposits and other credits will be posted to, and checks and debits will be deducted from, the checking sub-account. Whenever the checking sub-account balance exceeds a “threshold amount” (which we may establish and change at our discretion), we may transfer funds above that amount to the savings sub-account. As these funds are needed to pay items presented against your checking account, the appropriate amount will be transferred back to the checking sub-account, up to six times per statement period. If the sixth transfer is needed, the entire balance of the savings sub-account will be transferred into the checking sub-account. This process may be repeated each month.

Although the Bank has no present intention to exercise this right, federal regulations require the Bank to reserve the right to require at least seven days written notice prior to withdrawal or transfer of any funds in a savings account.

WRITING CHECKS

The Bank requires you to use the Bank’s checks. Depending on style and number of checks you order and what kind of checking account you have, the Bank may charge a fee to your account for your checks.

SIGNATURES ON CHECKS OR DRAFTS

The Bank may, in its discretion, return unpaid a check or draft that does not bear a signature reflected on the signature card unless you have notified the Bank in advance you want the check or draft to be paid.

CONVENIENCE CHECK CASHING FEE

You agree that the Bank may impose a fee on the payee or other holder of a check or other item drawn

against your account that is presented for payment over the counter at the Bank.

REMOTELY CREATED CHECKS

If you authorize a third party (such as a telemarketer) over the phone or via the Internet to debit from your account the amount(s) of one or more “remotely created checks,” the third party may create a check drawn on your account that the Bank may pay, although it does not bear your signature. While the Bank is authorized to honor such remotely created checks, the Bank is not required to do so and may refuse to honor any such remotely created checks at its discretion. The Bank may return such remotely created checks even if it has honored similar remotely created checks in the past. You agree that the Bank is not liable to you for any losses that may result from either honoring or dishonoring any such remotely created checks drawn on your account. You are responsible for reviewing your statement in a timely fashion and reporting promptly to HSBC any claims of unauthorized remotely created checks.

For HSBC business account-holders who originate and deposit remotely created checks into an HSBC account you affirm that such items are properly authorized in accordance with applicable law and that you will provide evidence of such authorization to the Bank upon request. In the event such items are not properly authorized or you are unable to provide proof of proper authorization, you agree to hold the Bank harmless from any losses arising from this deficiency.

OVERDRAFTS AND OVERDRAFT FEES

An overdraft occurs when you do not have enough money in your account to cover a transaction, but we pay it anyway. We can cover your overdrafts through our standard overdraft practices or through an overdraft protection plan. Through our standard overdraft practices, we authorize and pay overdrafts for checks and we can also cover overdrafts for preauthorized automatic bill payments. Under our standard overdraft practices, we will charge you the fee listed in our Terms & Charges disclosure. We pay overdrafts at our discretion, which means we do not guarantee that we will always authorize and pay any type of transaction. If we do not authorize and pay an overdraft, your transaction will be declined. For consumer accounts, we do not authorize and pay overdrafts for the following types of transactions: ATM transactions and everyday debit card transactions.

If you have a consumer or qualifying business deposit account, you can use the available balance on your qualifying credit account with the Bank to fund any overdraft amount automatically. The overdraft protection plan is subject to application and credit approval.

Your account may be debited on the day an item is presented, or at such earlier time as notification is received by the Bank by electronic or other means, that an item drawn on your account has been deposited for collection in another financial institution. You understand that the Bank reserves the right to pay items into overdraft, to impose overdraft fees as permitted by law, and to apply any later deposits (including direct deposits of social security or other government benefits) to those overdrafts or overdraft fees, by way of setoff. An "item" includes checks, substitute checks, remotely created checks, withdrawal slips or other in-person transfers or withdrawals, service charges, electronic items or transactions, including withdrawals made from an automated teller machine, one-time or recurring debit card transactions, pre-authorized payments or transfers, ACH transactions, telephone initiated transfers, online banking transfers or bill payment instructions, and any other instruments or instructions for the payment, transfer or withdrawal of funds including an image or photocopy of any of these. A determination of your account balance for purposes of making a decision to dishonor an item for insufficiency of available funds may be made at any time between the receipt of such presentment or notice and the time of return of the item, and no more than one such determination need be made.

PAYMENT OF YOUR ITEMS FOR YOUR ACCOUNT

The Bank generally pays the largest debit items drawn on a depositor's account first.

STOPPING PAYMENT

You can ask the Bank to stop payment on a check drawn on your account in person, by mail, by phone, or by using Hexagon[®], the Bank's internet banking product and secure Bank e-mail. The Bank needs a reasonable amount of time to apply the stop payment request to your account and to verify that the check has not already been paid. You (or an authorized signer on your account) must give the Bank the account number, payee, date, exact amount of the check, and the correct check number. Without completely accurate information on the amount of the check and the check number, the Bank cannot ensure a stop payment will occur. Your stop payment request takes effect when the Bank records it on your account. If you phone in your stop payment, you must confirm it in writing within 14 days. Your written stop payment request is good only for six months unless you renew it in writing. Special procedures apply to a stop payment for a funds transfer. Please refer to the "Amendment and Cancellation" paragraph in the "**Funds Transfers**" section of these Rules. The Bank may charge you the fee shown on your *Terms and Charges Disclosure* for each stop payment request.

POST-DATED CHECKS

The Bank may certify or pay a check before the date written on it and charge your account without being liable to you. The Bank can also refuse to certify or pay a post-dated check before its date. The Bank may dishonor and return unpaid other items drawn, accepted or made by you as a consequence of the Bank having certified or paid a post-dated item.

CHECKS MORE THAN SIX MONTHS OLD

The Bank is not required to pay an uncertified check six months after its date. The Bank may pay it, however, and not be liable to you.

INTEREST BEARING CHECKING

The Bank's interest bearing checking accounts are really savings accounts against which you can write checks. The Bank has the right to ask you for seven days advance notice of withdrawal. If the Bank does, the Bank will not be liable to you for dishonoring your checks during the seven-day notice period.

EARNINGS CREDIT ANALYZED ACCOUNTS

Positive earnings credit is the amount of credit earned depending on the positive investable balance maintained throughout the cycle, which will be applied toward the payment of service expense.

Negative investable balance is the total of all days with a negative available balance, averaged over the total number of days in the current analysis period; reserves are not deducted from this balance.

RECORDCHECK[®] SERVICE

By choosing this service that does not provide image copies of the front of cancelled items with your statement, you have instructed the Bank to hold copies of the cancelled items for you in accordance with the applicable terms of service. If you need a copy of a cancelled check, the Bank will mail it to you. A reconstruction fee may apply if you request a total reconstruction (copies of all checks and/or statements) for one or more statements. The Bank will hold copies of your checks for six years (seven years for accounts at our Washington branch). Copies of your checks are available during the foregoing period in accordance with the *Terms and Charges Disclosure*.

IMAGE STATEMENT SERVICE

By choosing this service that provides image copies of the front of cancelled items with your statement, you have instructed the Bank to hold copies of the cancelled items for you in accordance with the applicable terms of service. If you need a copy of a cancelled check, the Bank will mail it to you. A reconstruction fee may apply if you request a total reconstruction (copies of all checks and/or statements)

for one or more statements. The Bank will hold copies of your checks for six years (seven years for accounts at our Washington branch). Copies of your checks are available during the foregoing period in accordance with the *Terms and Charges Disclosure*.

IMPORTANT INFORMATION ABOUT CONSUMER CHECKING ACCOUNTS RECEIVING PAID CHECKS WITH STATEMENTS – SUBSTITUTE CHECKS AND YOUR RIGHTS.

What is a substitute check? To make check processing faster, federal law permits banks to replace original checks with “substitute checks.” These checks are similar in size to original checks with a slightly reduced image of the front and back of the original check. The front of a substitute check states: “This is a legal copy of your check. You can use it the same way you would use the original check.” You may use a substitute check as proof of payment just like the original check.

Some or all of the checks that you receive back from us may be substitute checks. This notice describes rights you may have when you receive substitute checks from us. The rights in this notice do not apply to original checks or to electronic debits to your account. However, you have rights under other law with respect to those transactions.

What are my rights regarding substitute checks? In certain cases, federal law provides a special procedure that allows you to request a refund for losses you suffer if a substitute check is posted to your consumer checking account (for example, if you think that we withdrew the wrong amount from your account or that we withdrew money from your account more than once for the same check). The losses you may attempt to recover under this procedure may include the amount that was withdrawn from your consumer checking account and fees that were charged as a result of the withdrawal (for example, bounced check fees).

The amount of your refund under this procedure is limited to the amount of your loss or the amount of the substitute check, whichever is less. You also are entitled to interest on the amount of your refund if your account is an interest bearing consumer account. If your loss exceeds the amount of the substitute check, you may be able to recover additional amounts under other law.

If you use this procedure, you may receive up to \$2,500 of your refund (plus interest if your account earns interest) within 10 business days after we received your claim and the remainder of your refund (plus interest if your account earns interest) not later than 45 calendar days after we received your claim.

We may reverse the refund (including any interest on the refund) if we later are able to demonstrate that the substitute check was correctly posted to your account.

How do I make a claim for a refund? If you believe that you have suffered a loss relating to a substitute check that you received and that was posted to your consumer checking account, please contact us at 1-800-975-HSBC (4722). You must contact us within 40 calendar days of the date that we mailed, or made available to you, the substitute check in question or the account statement showing that the substitute check was posted to your consumer checking account, whichever is later. We will extend this time period if you were not able to make a timely claim because of extraordinary circumstances.

Your claim must include-

- A description of why you have suffered a loss (for example, you think the amount withdrawn was incorrect);
- An estimate of the amount of your loss;
- An explanation of why the substitute check you received is insufficient to confirm that you suffered a loss; and
- A copy of the substitute check and/or the following information to help us identify the substitute check: identifying information, for example the check number, the name of the person to whom you wrote the check, the amount of the check.

SUBSTITUTE CHECK DEPOSIT OR ENCASHMENT LIMITATIONS

The Bank is not obligated to accept unwarranted substitute checks for deposit or to cash a substitute check over the counter.

SAVINGS ACCOUNTS

TYPES

The Bank offers a variety of savings accounts that earn a preferred rate of interest as well as regular savings accounts. See your *Terms and Charges Disclosure* for details.

NOTICE OF WITHDRAWAL

The Bank has the right to ask you for seven days advance notice of withdrawal.

PASSBOOK ACCOUNTS

If you have a passbook account, the Bank can refuse to allow a withdrawal unless you present the passbook.

If your passbook is lost, stolen or destroyed, notify the Bank immediately. The Bank will have you sign an agreement protecting you and the Bank. The Bank may require you to wait (no more than 30 days) before the Bank pays you.

The amount in your passbook is considered correct only if it agrees with the Bank's records.

NOT TRANSFERABLE

Savings accounts are not transferable except on the Bank's books.

CERTIFICATES OF DEPOSIT

TYPES

The Bank offers Certificates of Deposit in various maturities, including but not limited to 7 days to 10 years. See your *Terms and Charges Disclosure* for details.

AUTOMATIC RENEWAL

Unless you specify otherwise, the Bank will automatically renew CDs at the then current rate and subject to the terms described in the then current *Terms and Charges Disclosure*. If you do not want the Bank to renew your CD, notify the Bank before the maturity date. The Bank can refuse to renew your CD. If this happens, the Bank will send a notice before the maturity date.

EARLY WITHDRAWAL PENALTY

If you withdraw principal from your CD before the maturity date, you may be charged a penalty shown on your *Terms and Charges Disclosure*. The penalty may reduce principal if there is insufficient interest available.

In the past, the Bank has usually permitted CDs to be cashed in before the maturity date, but the Bank reserves the right not to do so in the future. For consumer accounts, the Bank may not assess a penalty if an owner of the account dies or is declared legally incompetent, but the Bank will require proof of death or incompetency before a withdrawal is allowed.

SPECIAL DEPOSIT ACCOUNTS

The Bank offers a number of special purpose accounts, as well as trust, custodial, retirement, and fiduciary accounts. A Bank representative can provide details.

DEPOSITS

HOW TO DEPOSIT

You can make deposits in person or by mail. If you are a consumer or qualifying business, you can also use your HSBC MasterCard®, Visa®, Debit MasterCard® or ATM card to make deposits at HSBC Automated Teller Machines (ATMs) and certain other electronic facilities. The Bank is not obligated to accept unwarranted substitute checks for deposit. For more information about electronic banking, refer to the Bank's electronic banking services disclosures for the services you are using.

DIRECT DEPOSIT

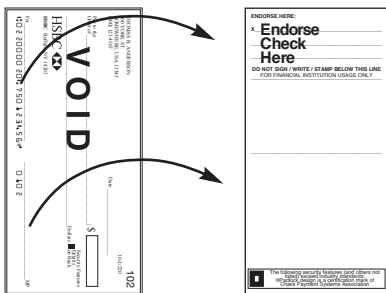
You can arrange to have funds, such as your Social Security or other Federal payment(s) and your paychecks, directly deposited into your checking or savings account.

ENDORISING CHECKS

Be sure to endorse all checks and other items exactly as they are made out. The Bank has the right to endorse items you deposit to your account. The Bank will chargeback to your account any item that is returned for any reason, including endorsement irregularity or forgery.

RESPONSIBILITY FOR THE BACK OF A CHECK

The diagram below shows where you should place your endorsement on the back of your check. The endorsement area is limited to the area 1½” from the trailing edge of the check, which is at the top in the diagram.



You are responsible for any loss resulting from your improper endorsement of a check if it causes a bank endorsement to be illegible.

FINAL PAYMENT OF ITEMS

The Bank chooses the method of obtaining final payment of a deposited check, draft, note, acceptance or other instrument (“item”) and may use other banks in the process. The Bank is not responsible for actions taken by other banks, nor for the loss or destruction of any item in the possession of other banks or in transit. Any bank may refuse to honor a deposited item or may honor one refused by another bank.

VERIFYING DEPOSITS

The Bank will verify that the figure on your deposit ticket agrees with the amount of your deposit. If there is a discrepancy, the Bank may adjust your account for the amount of the difference without notifying you.

RETURN OF DEPOSITED ITEM (CHARGEBACK)

If you deposit an item to your account and it is returned unpaid, or is lost or destroyed, the Bank will charge the amount of the item back to your account. The Bank may charge your account the fee shown on your *Terms and Charges Disclosure*.

CERTIFICATES OF DEPOSIT

Your *Terms and Charges Disclosure* explains when and how deposits may be made to your certificate of deposit.

AVAILABILITY OF FUNDS

The Bank's policy is to make funds from your deposits quickly available to you according to a schedule which is based on where the check is drawn, where the deposit is made, and the type of account as set forth herein. The types of accounts that this section applies to are: Interest Bearing Checking Accounts; Non-Interest Bearing and Business Checking Accounts.

Until funds are available according to the schedule, you may not withdraw the funds in cash, and the Bank may choose not to use the funds to pay checks you have written or other withdrawals or transfers you have authorized.

DETERMINING THE AVAILABILITY OF A DEPOSIT

The day of availability is counted in business days from the day of your deposit. Every day is a business day except Saturdays, Sundays, and Federal holidays. If you make a deposit before 2 p.m. on a business day the Bank is open, the Bank will consider that day to be the day of your deposit. Certain branches use a later cut-off time and each Customer Service Representative will put up a sign when he or she changes over to the next day's business. If you make a deposit after the cut-off time or on a day the Bank is not open, the Bank will consider the deposit made on the next business day the Bank is open. The day of availability varies depending on the type of deposit and is explained below.

SAME DAY AVAILABILITY

Funds from electronic direct deposit and funds transfers (wires) will be available on the day the Bank received final credit for the deposit.

NEXT DAY AVAILABILITY

Funds from the following deposits are available to you no later than the first business day after the day of your deposit:

- U.S. Treasury checks payable to you;
- Federal Reserve Bank checks, Federal Home Loan Bank checks, and postal money orders, if these items are payable to you;
- Checks drawn on HSBC Bank USA N.A.;
- Cash.

Funds from the following deposits are available to you on the first business day after the day of your deposit, *if you make the deposit in person to one of our employees using a special deposit slip available on request at any branch:*

- State and local government checks payable to you;
- Cashier's, certified, and teller's checks payable to you.

Note: Funds from deposits of state and local government checks, cashier's, certified, teller's

checks, and cash made by mail or by using an automated teller machine (ATM) may not be available until the second business day after the day of your deposit.

The first \$100 from a deposit of one or more checks other than those listed above will be made available on the first business day after the day of your deposit.

EXCEPTIONS

In some cases, funds you deposit by check may not be available for a longer period under the following circumstances:

- The Bank believes a check you deposit will not be paid.
- You deposit checks totaling more than \$5,000 on any one day.
- You re-deposit a check that has been returned unpaid.
- You have overdrawn your account repeatedly in the last six months.
- There is an emergency, such as a failure of communications or computer equipment.

The Bank will notify you if the Bank delays your ability to withdraw funds for any of these reasons, and the Bank will tell you when the funds will be available. They will be available generally by the sixth business day after the day of your deposit.

SPECIAL RULES FOR NEW ACCOUNTS

If you are a new customer, the following special rules may apply during the first 30 days your account is open:

- Funds from electronic direct deposits to your account will be available on the day the Bank received credit for the deposit.
- The first \$5,000 from a deposit of U.S. Treasury checks will be available on the first business day after the day of your deposit. The excess over \$5,000 will be available to you no later than the ninth business day after the day of your deposit.
- Funds from a funds transfer into your account will be available on the first business day after the day the Bank receives the transfer.
- Funds from deposits of cash and the first \$5,000 of a day's total deposits of cashier's, certified, teller's, traveler's, and state and local government checks will be available on the first business day after the day of your deposit, if the deposit meets certain conditions. For example, the checks must be payable to you and you may have to use a special deposit slip. The excess over \$5,000 may be available to you no later than the ninth business day after the day of your deposit. If you do not make the deposit in person to an employee of the Bank, the first \$5,000 will not be available until the second business day after the day of your deposit.

The availability schedule will not apply to funds from all other check deposits.

HOLDS ON OTHER FUNDS (CHECK CASHING)

If the bank cashes a check for you drawn on another bank, the bank may withhold the availability of a corresponding amount of funds already in your account. Those funds will be available at the time funds from the check cashed would have been available if you had deposited it.

HOLDS ON OTHER FUNDS (OTHER ACCOUNT)

If the Bank accepts for deposit a check that is drawn on another bank, the Bank may make funds from the deposit available for withdrawal immediately but delay your ability to withdraw a corresponding amount of funds that you have on deposit in another account with the Bank. The funds in the other account would then not be available for withdrawal until the scheduled day of availability for the type of check you deposited.

FOREIGN CHECKS

The Bank may delay availability on checks drawn on banks outside the United States (including checks drawn upon foreign HSBC affiliates) and on checks drawn in foreign currencies or handle such checks on a collection basis. You understand and agree that you bear all exchange risk in the event of a returned item. If you want to avoid the exchange risk of a returned item, you can request that the item be processed on a collection basis for the applicable fee.

If a check drawn on a bank outside of the United States uses a dollar sign (“\$”) but does not indicate the check is drawn in U.S. Dollars, it will be processed as a check drawn in the currency of the country where the bank is located, e.g., a check drawn on a Canadian bank. You will bear the costs associated with any adjustments that must be made if the check should have indicated it was drawn in U.S. Dollars including exchange rate adjustments and fees assessed against the Bank by third parties related to the adjustment. You can avoid this risk by making sure that the issuer of the item clearly identifies checks payable in U.S. Dollars.

CASH WITHDRAWAL LIMITATIONS

We place certain limitations on withdrawals in cash. In general, \$100 of a deposit is available for withdrawal in cash on the first business day after the day of deposit. In addition, a total of \$400 of other funds becoming available on a given day is available for withdrawal in cash on that day. Any remaining funds will be available for withdrawal in cash on the following business day.

LOCATING THE ROUTING NUMBER TO DETERMINE AVAILABILITY

The routing number is printed along the bottom of the check. See the consumer and business check illustrations below for the highlighted location of the routing number. The first four digits represent

the geographic location of the bank and determine when funds become available. See schedules listed below to determine your availability.

Consumer Check:

A diagram of a consumer check form. The fields include: Name, Address, City State (top left); 001 (top right); DATE (middle right); PAY TO THE ORDER OF (middle left); \$ (middle right); DOLLARS (middle right); BANK NAME AND LOCATION (bottom left); FOR (bottom left); and the routing number 123456789 000000000 000 (bottom left). An arrow points from the text 'Routing number' below to the highlighted routing number.

Routing number

Business Check:

A diagram of a business check form. The fields include: Name of Company, Address, City State (top left); 001 (top right); DATE (middle right); PAY TO THE ORDER OF (middle left); \$ (middle right); DOLLARS (middle right); BANK NAME AND LOCATION (bottom left); FOR (bottom left); and the routing number 000000000 123456789 000000000 000 (bottom left). An arrow points from the text 'Routing number' below to the highlighted routing number.

Routing number

Some checks are marked “payable through” and have a four or nine digit number nearby. For these checks, use the four digit number (or the first four digits of the nine digit number), not the routing number on the bottom of the check, to determine when these checks are available. See schedules listed below to determine your availability.

If you have questions, please contact your local branch or account officer.

SPECIAL FUNDS AVAILABILITY SCHEDULES BASED ON ACCOUNT TYPE AND ACCOUNT LOCATION

INTEREST BEARING CHECKING ACCOUNTS Including IOLA and NOW Checking

If you have an interest bearing checking account, funds from your deposits will be made available to you according to the following schedule that corresponds to where you make your deposit.

For deposits made in California

At least 93% of funds from deposits of checks in which the first four digits of the routing number are

1210	1211	1212	1213	1214	1220
1221	1222	1223	1224	3210	3211
3212	3213	3214	3220	3221	3222
3223	3224				

are available to you no later than the next business day after the day of your deposit.

All funds from deposits of checks drawn on all other routing numbers with the exception of those listed above and those checks in the *NEXT DAY AVAILABILITY* section, are available to you no later than the second business day after the day of deposit.

For deposits made in Downstate New York, Connecticut, Delaware, New Jersey, and Pennsylvania

(Downstate New York includes deposits made in the five boroughs of New York, Long Island and Dutchess, Orange, Putnam, Rockland, Sullivan, Ulster and Westchester Counties.)

At least 93% of funds from deposits of checks in which the first four digits of the routing number are

0110	0111	0112	0113	0114	0115
0116	0117	0118	0119	0210	0211
0212	0213	0214	0219	0220	0223
0260	0280	0310	0311	0312	0313
0319	0360	0410	0412	0420	0430
0432	0433	0434	0440	0510	0514
0519	0520	0521	0522	0530	0531
0539	0540	0550	0560	0570	0610
0620	0630	0640	0650	0660	0710
0720	0730	0740	0750	0810	0820
0830	0840	0910	0920	0921	0960
1010	1020	1030	1039	1040	1110
1130	1140	1210	1220	1230	1240
1250	2110	2111	2112	2113	2114
2115	2116	2117	2118	2119	2210
2211	2212	2213	2214	2219	2220
2223	2260	2280	2310	2311	2312
2313	2319	2360	2410	2412	2420
2430	2432	2433	2434	2440	2510
2514	2519	2520	2521	2522	2530
2531	2539	2540	2550	2560	2570
2610	2620	2630	2640	2650	2660
2710	2720	2730	2740	2750	2810
2820	2830	2840	2910	2920	2921
2960	3010	3020	3030	3039	3040
3110	3130	3140	3210	3220	3230
3240	3250				

are available to you no later than the next business day after the day of your deposit, based upon when the Bank would generally receive credit from the Federal Reserve Bank for deposited checks.

All funds from deposits of checks drawn on all other routing numbers with the exception of those listed above and those checks in the *NEXT DAY AVAILABILITY* section, are available to you no later than the second business day after the day of deposit.

For deposits made in Upstate New York

At least 93% of funds from deposits of checks in which the first four digits of the routing number are

0110	0111	0112	0113	0114	0115
0116	0117	0118	0119	0210	0211
0212	0213	0214	0219	0220	0223
0260	0280	0310	0311	0312	0313
0319	0360	0410	0412	0420	0430
0432	0433	0434	0440	0510	0514
0519	0520	0521	0522	0530	0531
0539	0540	0550	0560	0570	0610
0620	0630	0640	0650	0660	0710

0720	0730	0740	0750	0810	0820
0830	0840	0910	0960	1010	1020
1030	1039	1040	1110	1130	1140
1210	1220	1230	1240	1250	2110
2111	2112	2113	2114	2115	2116
2117	2118	2119	2210	2211	2212
2213	2214	2219	2220	2223	2260
2280	2310	2311	2312	2313	2319
2360	2410	2412	2420	2430	2432
2433	2434	2440	2510	2514	2519
2520	2521	2522	2530	2531	2539
2540	2550	2560	2570	2610	2620
2630	2640	2650	2660	2710	2720
2730	2740	2750	2810	2820	2830
2840	2910	2960	3010	3020	3030
3039	3040	3110	3130	3140	3210
3220	3230	3240	3250		

are available to you no later than the next business day after the day of your deposit, based upon when the Bank would generally receive credit from the Federal Reserve Bank for deposited checks.

All funds from deposits of checks drawn on all other routing numbers with the exception of those listed above and those checks in the *NEXT DAY AVAILABILITY* section, are available to you no later than the second business day after the day of deposit.

For deposits made in District of Columbia, Maryland and Virginia

At least 93% of funds from deposits of checks in which the first four digits of the routing number are

0110	0111	0112	0113	0114	0115
0116	0117	0118	0119	0210	0211
0212	0213	0214	0219	0220	0223
0260	0280	0310	0311	0312	0313
0319	0360	0410	0412	0420	0430
0432	0433	0434	0440	0510	0514
0519	0520	0521	0522	0530	0531
0539	0540	0550	0560	0570	0610
0611	0612	0613	0620	0630	0640
0650	0660	0710	0711	0712	0719
0720	0730	0740	0750	0810	0820
0830	0840	0910	0920	0921	0960
1010	1020	1030	1039	1040	1110
1120	1130	1140	1210	1220	1230
1240	1250	2110	2111	2112	2113
2114	2115	2116	2117	2118	2119
2210	2211	2212	2213	2214	2219
2220	2223	2260	2280	2310	2311
2312	2313	2319	2360	2410	2412
2420	2430	2432	2433	2434	2440
2510	2514	2519	2520	2521	2522
2530	2531	2539	2540	2550	2560
2570	2610	2611	2612	2613	2620
2630	2640	2650	2660	2710	2711
2712	2719	2720	2730	2740	2750
2810	2820	2830	2840	2910	2920
2921	2960	3010	3020	3030	3039

3040	3110	3120	3130	3140	3210
3220	3230	3240	3250		

are available to you no later than the next business day after the day of your deposit.

All funds from deposits of checks drawn on all other routing numbers with the exception of those listed above and those checks in the *NEXT DAY AVAILABILITY* section, are available to you no later than the second business day after the day of deposit.

For deposits made in Florida

At least 93% of funds from deposits of checks in which the first four digits of the routing number are

0110	0210	0212	0220	0260	0280
0310	0360	0410	0420	0430	0440
0510	0519	0520	0530	0539	0610
0620	0630	0631	0632	0640	0650
0660	0670	0710	0720	0730	0740
0750	0810	0820	0830	0840	0910
0920	0921	0960	1010	1020	1030
1039	1040	1110	1130	1140	1210
1220	1230	1240	1250	2110	2210
2212	2220	2260	2280	2310	2360
2410	2420	2430	2440	2510	2519
2520	2530	2539	2610	2620	2630
2631	2632	2640	2650	2660	2670
2710	2720	2730	2740	2750	2810
2820	2830	2840	2910	2920	2921
2960	3010	3020	3030	3039	3040
3110	3130	3140	3210	3220	3230
3240	3250				

are available to you no later than the next business day after the day of your deposit.

All funds from deposits of checks drawn on all other routing numbers with the exception of those listed above and those checks in the *NEXT DAY AVAILABILITY* section, are available to you no later than the second business day after the day of deposit.

For deposits made in Illinois

At least 93% of funds from deposits of checks in which the first four digits of the routing number are

0110	0210	0220	0260	0280	0310
0360	0410	0412	0420	0430	0440
0510	0519	0520	0530	0539	0610
0620	0630	0640	0650	0660	0710
0711	0712	0719	0720	0730	0739
0740	0750	0759	0810	0812	0815
0819	0820	0830	0840	0865	0910
0918	0919	0960	1010	1011	1012
1019	1020	1030	1040	1049	1110
1130	1140	1210	1220	1230	1240
1250	2710	2711	2712	2719	2812
2815	2865	2759	2110	2210	2220
2260	2280	2310	2360	2410	2412
2420	2430	2440	2510	2519	2520
2530	2539	2610	2620	2630	2640
2650	2660	2710	2711	2712	2719

2720	2730	2739	2740	2750	2759
2810	2812	2819	2820	2830	2840
2865	2910	2918	2919	2960	3010
3011	3012	3019	3020	3030	3040
3049	3110	3130	3140	3210	3220
3230	3240	3250			

are available to you no later than the next business day after the day of your deposit.

All funds from deposits of checks drawn on all other routing numbers with the exception of those listed above and those checks in the *NEXT DAY AVAILABILITY* section, are available to you no later than the second business day after the day of deposit.

For deposits made in Oregon/Washington State

At least 93% of funds from deposits of checks in which the first four digits of the routing number are

1230	1231	1232	1233	1250	1251
1252	3230	3231	3232	3233	3250
3251	3252				

are available to you no later than the next business day after the day of your deposit.

All funds from deposits of checks drawn on all other routing numbers with the exception of those listed above and those checks in the *NEXT DAY AVAILABILITY* section, are available to you no later than the second business day after the day of deposit.

NON-INTEREST BEARING CHECKING ACCOUNTS

If you have a non-interest bearing checking account (including Checking for Professionals, Escrow Accounts, ExtraVantage for Business, Free Business Checking and Regular Business Checking) funds from your deposits will be made available to you according to the following schedule, which is based on where the check is drawn, where the deposit is made, and the type of account as set forth below.

For deposits made in California

Funds from deposits of checks in which the first four digits of the routing number are

1210	1211	1212	1213	1214	1220
1221	1222	1223	1224	3210	3211
3212	3213	3214	3220	3221	3222
3223	3224				

are available to you no later than the next business day after the day of your deposit.

All funds from deposits of checks drawn on all other routing numbers with the exception of those listed above and those checks in the *NEXT DAY AVAILABILITY* section, are available to you no later than the second business day after the day of deposit.

For deposits made in Downstate New York, New Jersey, Connecticut, Delaware and Pennsylvania

(Downstate New York includes deposits made in the five boroughs of New York, Long Island and Dutchess, Orange, Putnam, Rockland, Sullivan, Ulster and Westchester Counties.)

Funds from deposits of checks in which the first four digits of the routing number are

0210	0212	0214	0219	0260	0280
2210	2212	2214	2219	2260	2280

are available to you no later than the next business day after the day of your deposit.

All funds from deposits of checks drawn on all other routing numbers with the exception of those listed above and those checks in the *NEXT DAY AVAILABILITY* section, are available to you no later than the second business day after the day of deposit.

For deposits made in Upstate New York

Funds from deposits of checks in which the first four digits of the routing number are

0213	0220	0223	0410	2213	2220
2223	2410				

are available to you no later than the next business day after the day of your deposit.

All funds from deposits of checks drawn on all other routing numbers with the exception of those listed above and those checks in the *NEXT DAY AVAILABILITY* section, are available to you no later than the second business day after the day of deposit.

For deposits made in District of Columbia, Maryland and Virginia

Funds from deposits of checks drawn on all routing numbers with the exception of those checks in the *NEXT DAY AVAILABILITY* section, are available to you no later than the second business day after the day of deposit.

For deposits made in Florida

Funds from deposits of checks drawn on all routing numbers with the exception of those checks in the *NEXT DAY AVAILABILITY* section, are available to you no later than the second business day after the day of deposit.

For deposits made in Illinois

Funds from deposits of checks drawn on all routing numbers with the exception of those checks in the *NEXT DAY AVAILABILITY* section, are available to you no later than the second business day after the day of deposit.

For deposits made in Oregon/Washington State

Funds from deposits of checks in which the first four digits of the routing number are

1230	1231	1232	1233	1250	1251
1252	3230	3231	3232	3233	3250
3251	3252				

are available to you no later than the next business day after the day of your deposit.

All funds from deposits of checks drawn on all other routing numbers with the exception of those listed above and those checks in the *NEXT DAY AVAILABILITY* section, are available to you no later than the second business day after the day of deposit.

WITHDRAWALS

HOW TO WITHDRAW

You can withdraw from your checking account by presenting a signed check payable to yourself or to "cash." You can also withdraw from your checking or savings account in person or by mail with a signed withdrawal order. In addition you can withdraw interest credited, during the current term or at maturity, on CDs in person or by mail. When withdrawing from a passbook savings account, you should present your passbook. You can withdraw or transfer funds at our HSBC ATMs and other electronic facilities if you receive statements on your account. A withdrawal is deemed to be made when recorded on the books of the Bank which is not necessarily the date that the account holder initiated the transaction.

AUTHORIZED INDIVIDUALS

The Bank is authorized to rely upon any document provided by you to the Bank which indicates the person(s) authorized to act on your behalf.

REASONS THE BANK MAY REFUSE YOUR WITHDRAWAL REQUEST

The Bank may refuse to allow a withdrawal from any account in certain cases including, but not limited to, the following cases:

- The Bank decides to require seven (7) days advance written notice and the Bank has not received that notice.
- The withdrawal would consist of money deposited in the form of a check or money order that is not available for withdrawal.
- Another owner of a joint account or CD tells the Bank in writing not to allow a withdrawal.
- A court orders the Bank not to allow a withdrawal.
- The withdrawal would consist of money the Bank has taken to pay an overdue debt to the Bank.
- The withdrawal would consist of money the Bank has been ordered to pay or hold for someone else.
- An account or CD owner dies, and the Bank has not received all documents required by law.
- The Bank has not received any documents or identification required for access to the account.

- The account or CD is pledged as collateral.
- You do not present your passbook.
- The account or CD has not matured.
- Endorsement irregularity or possible forgery.
- There is a dispute regarding the authority of an authorized person to transact business on the account.

TRANSFER LIMITS (SAVINGS, INCLUDING MONEY MARKET ACCOUNTS)

Only six preauthorized, automatic, computer or telephone transfers can be made from your savings account to another account in any month. (A month may be either a calendar month or a statement cycle month.) No more than three (3) of your six (6) such transfers may be made by check, draft, debit card, or similar order made payable to a third party if permitted by your account. If you exceed these limits, the Bank may be required to close your account or convert your account to a checking account.

FUNDS TRANSFERS

You may transfer funds from your account or receive funds into your account by funds transfer. Service fees apply to funds transfers and there are limitations on transfers from certain types of accounts.

AUTOMATED CLEARING HOUSE

You agree that any rules or regulations of any automated clearing house (“ACH”) used shall be fully applicable to and binding upon you and that transfers may not be initiated that violate the laws of the United States.

AUTHORIZATION TO PAY

Your instruction to transfer funds from your account to a third party is a Payment Order. The Bank is authorized, at its option, to charge your account in the amount of any Payment Order and to execute a Payment Order, even if the Payment Order conflicts with any other instructions received by the Bank from you or results in an overdraft or payment to or for the benefit of a person authorized by you to sign checks or transfer funds for you. If there are not sufficient available funds in your account, the Bank may, without prior notice or demand, charge any account maintained by you with the Bank or setoff against any amount the Bank owes you in order to obtain payment of your obligations.

SECURITY PROCEDURES

The following Security Procedures are offered by the Bank to each customer for the purpose of verifying the authenticity of a Payment Order or a communication amending or cancelling a Payment Order. The Security Procedures are not used to

detect an error in the transmission or content of the Payment Order.

LEVEL ONE SECURITY PROCEDURES

HSBCnet provides encryption of banking and transaction data sent from the customer's computer to the Bank. Multilevel authentication of users is provided and HSBCnet's administrative options allow the customer to control user access according to corporate, compliance and audit needs. The security procedures are more specifically described at www.hsbcnet.com.

Internet Banking (Business Accounts): The Internet Banking security procedures include encryption and a password that allows the Customer to transfer funds and conduct banking transactions as more specifically described in the Terms and Conditions for Internet Banking (Business Accounts) and the Security Statement available online at www.us.hsbc.com/business/online/business-internet-banking/terms.

Authenticated SWIFT: The security procedure for authenticating Payment Orders sent through SWIFT is explained in the SWIFT Handbook. Authenticator keys are provided to the Customer by the Bank.

Tested Telex: The security procedure using Tested Telex is explained in the Global Test Key booklet available from the Bank. A test key number is provided to the Customer by the Bank.

LEVEL TWO SECURITY PROCEDURES

Call-Back Procedures: The Level Two Security Procedures may involve either or both the use of a call-back procedure by the Bank or the use of an identification code by the Customer (or their authorized users).

ACCEPTANCE OF SECURITY PROCEDURES

By using any of the Level One Security Procedures, you have accepted that security procedure as described above or as modified from time to time by the Bank. The Level One Security Procedure will be used for the purpose of verifying that a Payment Order or a communication amending or cancelling a Payment Order was issued by you. If the bank accepts a Payment Order by means other than through HSBCnet, Internet Banking, authenticated SWIFT or tested telex, and you communicate a Payment Order to the Bank in writing, or use the telephone to transmit a Payment Order orally or by fax or telex (without a test code), you have rejected the Level One Security Procedures offered by the Bank and have chosen Level Two Security Procedures generally described previously, as such procedure may be modified from time to time by the Bank. This Security Procedure will be used for the purpose of verifying

a Payment Order or a communication amending or cancelling a Payment Order issued by you. You acknowledge that the Level Two Security Procedure may be deemed commercially reasonable pursuant to Section 4A-202(c) of the Uniform Commercial Code.

Whenever a Level Two Security Procedure is used, you agree to be bound by any Payment Order, whether or not authorized, issued in your name and accepted by the Bank in compliance with such procedure.

CONFIDENTIALITY OF SECURITY PROCEDURES

You and the Bank agree to keep the Security Procedures confidential and shall not reveal them to any person other than authorized persons having “a need to know.”

AUTHORIZED PERSONS

Unless otherwise specified by you in writing, the individuals authorized by you to sign checks on your account are also authorized to issue Payment Orders, cancel and amend Payment Orders, and designate the persons and telephone numbers for use with the security procedure you have chosen.

FUNDS TRANSFERS FEES

Except as otherwise agreed in writing, the Bank may charge your account for the fees and charges for processing Payment Orders and issuing advises relating to Payment Orders, advised to you at the time of the Payment Order, or listed in the *Terms and Charges Disclosure* as the fee for Funds Transfer, or as set forth in any other applicable rules or terms.

ACCEPTANCE OF A PAYMENT ORDER

A Payment Order must be received by the Bank’s “cut-off time” on a business day for action on the date of receipt. Instructions received for value on a non-business day will be processed on the next business day. A Payment Order is not accepted until the Bank executes it. The Bank reserves the right to reject or delay the execution of a Payment Order under certain circumstances including, but not limited to, the following: (a) if the instructions are incomplete or ambiguous; (b) if there is an insufficient balance of available funds in the account; (c) if any party in the payment order is under restraint or under a regulatory sanction; or (d) if a routing system is down and no suitable alternative system is available.

METHOD OF EXECUTION

If a Payment Order does not indicate it requires expeditious processing via wire or phone, the Bank may transmit the Payment Order by mail or by any other reasonable means.

VALUE DATED PAYMENT ORDERS

Payment Orders may be executed by the Bank on the date of receipt, if received prior to the Bank's "cut-off time", unless a future value date is stated in the Customer instruction.

AMENDMENT AND CANCELLATION

Instructions requesting cancellation or amendment of a Payment Order must be transmitted to the Bank using the same level of Security Procedure as used for the original Payment Order. The Bank will honor all requests received by the Bank's "cut-off time" on the business day prior to the value date. The Bank shall use reasonable efforts to act on a request received after the Bank's "cut-off time" on the business day prior to the value date, unless agreed otherwise in writing.

RELIANCE ON IDENTIFYING NUMBER

If a Payment Order identifies an intermediary bank, the beneficiary's bank or the beneficiary by name and an account or other identifying number, the Bank may act solely on the basis of such number.

ROUTING OF A PAYMENT ORDER

You are responsible for full routing instructions. You agree that in executing any Payment Order the Bank may make use of correspondents, agents, sub-agents, funds transfer and communications systems. If a Payment Order does not designate an intermediary bank, you agree that, where appropriate, the Bank will select an intermediary bank on your behalf and the Bank shall have no liability with respect to such selection. To the fullest extent permitted by law, correspondents, agents, sub-agents, systems or intermediary banks shall be deemed to be your agents and the Bank shall not be under any liability for any errors, negligence, suspension or default of any of them, all such risks being borne by you.

NOTICE OF RECEIPT OF ACH PAYMENTS

Under the operating rules of the National Automated Clearing House Association that are applicable to ACH transactions involving your account, the Bank is not required to give next day notice to you of receipt of an ACH item, and the Bank will not do so. However, the Bank will continue to notify you of the receipt of payments in the periodic statements the Bank provides to you.

PROVISIONAL CREDIT

Credit given by the Bank to you with respect to an ACH credit entry is provisional until the Bank receives final settlement for such entry through a Federal Reserve Bank. If the Bank does not receive such final settlement, you are hereby notified and

agree that the Bank is entitled to a refund of the amount credited to you in connection with such entry, and the party making payment to you shall not be deemed to have paid you the amount of such entry.

INTEREST

RATES

Interest rates, compounding periods, balance computation methods, and minimum balance requirements are explained in the *Terms and Charges Disclosures*.

CHANGES

The Bank may change the interest rate on deposit accounts, solely at the Bank's discretion, at any time. The Bank will not change the rate on a fixed-rate CD during its term. We will not notify you of rate changes for variable rate accounts. Current rates are available at your branch. The Bank may change the way the Bank calculates interest on 30 days advance notice.

WHEN YOUR DEPOSIT BEGINS TO EARN INTEREST

Cash deposited before the "cut-off time" at your branch (or at an HSBC ATM or electronic banking facility) begins earning interest the same day. Cash deposited after the "cut-off time" or on a Saturday, Sunday or Federal holiday, begins earning interest the next business day.

NOTE:

1. Ask your branch for its "cut-off time."
 2. For interest bearing checking and savings products, interest begins to accrue no later than the business day the Bank receives credit for deposit of noncash items.
 3. For CDs, interest begins to accrue on the business day you deposit noncash items.
-

HOW INTEREST IS PAID

The Bank credits interest to your account or CD monthly, quarterly, annually or at maturity, depending on what kind of account or CD you have. If you have a statement account, credited interest will show on your statement. If you have a passbook account, credited interest can be added to your passbook at any branch. Interest on CDs can be credited to another HSBC account you specify.

INTEREST ON CERTIFICATES OF DEPOSIT

A CD does not earn interest after the maturity date. However, you will earn interest from the original maturity date on the renewed principal amount if you renew your CD within the grace period as defined in the *Terms and Charges Disclosure* and the renewal date is back dated to the original maturity date.

ANNUAL INTEREST EARNED

If required by IRS regulations based on the interest earned on your deposit accounts on an annual basis, a combined year-end statement will be sent to you by the Bank.

JOINT ACCOUNTS

This is a summary of some of the important legal rules governing your joint account. The law regarding joint deposits is very complicated, and this summary does not try to answer all the questions that could arise.

The rules stated in this summary apply to accounts and CDs in the names of two or more persons or the survivor of them. They do not apply to trust accounts, custodial accounts, "Totten Trust" accounts or any other account that is not a joint account with the right of survivorship.

RELATIONSHIP BETWEEN JOINT DEPOSITORS

JOINT OWNERSHIP OF ACCOUNT

All funds deposited in a joint account, including any interest earned, become the property of all joint tenants. Even if only one depositor puts in all the money or puts in more than the other(s), all money on deposit will be owned jointly.

RIGHT OF SURVIVORSHIP

The Bank will assume that when you open a joint account you intend to create a right of survivorship, unless you establish the account under the Bank's procedures for Tenants in Common. A right to survivorship means that if one joint depositor dies, the money in the account belongs entirely to the surviving depositor(s).

TENANTS IN COMMON

A joint account may be held as Tenants in Common if when the account is opened the joint owners enter into the Bank's agreement for accounts held as Tenants in Common and designate the percentage of the funds to be paid to the survivor(s) on the death of a joint owner. Until the Bank receives notice of the death of a tenant, all funds in the account may be treated as the property of each of the tenants in common without any limitation.

YOUR AGREEMENT WITH THE BANK

WITHDRAWALS FROM ACCOUNT

While all the joint depositors named on the account are living, the Bank will honor checks, other

Payment Orders and withdrawal requests made by any *one* of them, unless the Bank receives a *written*, signed notice from another joint depositor telling us not to. If the Bank receives such a notice, the Bank may require the signatures of all the joint depositors before the Bank allows any further withdrawals (of principal or interest) to be made from the account.

THE BANK'S OBLIGATION SATISFIED BY PAYMENT

If the Bank honors a check, other Payment Order or withdrawal request made by a joint depositor before the Bank receives written notice from another joint depositor telling the Bank not to, the Bank has satisfied its obligation with respect to all money the Bank paid or delivered and is not liable to other joint depositors. (Although the joint depositors may be liable to each other for withdrawing more than their shares of the account, the Bank is not responsible for making sure a depositor does not withdraw more than his or her share.)

DEBTS OWED THE BANK AND LEGAL PROCESS

If *one* joint depositor owes the Bank money and the debt becomes due, the Bank can use any money in the joint account to pay the debt. Further, if a depositor has an account, in that depositor's name solely, and that depositor owes the Bank money, you agree that any money held in a joint account with that depositor and you may also be used to pay the debt.

If *one* joint depositor has a judgment or other debt against him or her, the Bank may be required by legal process to pay out money from the joint account to satisfy that judgment or debt. The Bank is not responsible for determining or otherwise claiming funds in your account are exempt from the reach of a third party, unless otherwise expressly required by applicable law.

If *one* joint depositor overdraws the joint account, you agree that the Bank may use any funds in any other accounts of either joint depositor to pay the debt.

MORE ABOUT YOUR ACCOUNT

STANDARD OF CARE

You agree the standard of ordinary care and good faith which the Bank will use in handling your account is to be measured against the practice of other commercial banks similar to HSBC in size.

BALANCE INFORMATION

Balances may change frequently throughout a business day. You hereby waive any claim against the Bank based on representations made by the Bank, either orally or in writing, to you, or your authorized person, or to any other party, regarding balance information.

FEES

You agree to pay and to have your account charged for all maintenance fees and service fees incurred by you including, but not limited to, all usual and customary fees that the Bank may, from time to time, charge for any products and services provided. The Bank may impose a reasonable charge, which shall not be refundable, on inactive accounts, as set forth in the Bank's *Terms and Charges Disclosure*.

REIMBURSEMENT OF BANK IN THE EVENT OF A DISPUTE

You agree to be liable to the Bank for any losses, costs, or expenses the Bank incurs as a result of any dispute involving your account. You authorize the Bank to deduct any such losses, costs, or expenses from your account without prior notice to you. This obligation includes disputes between you and the Bank involving the account and situations where the Bank becomes involved in disputes between you and an authorized person, another joint owner, or a third party claiming an interest in the account.

LIEN AND SETOFF

You give the Bank a continuing lien on any account or other personal property of yours which is in the possession or control of either the Bank or any of the Bank's affiliates, including, but not limited to, Bank deposits and securities. This lien shall be in the amount of any and all liabilities and obligations that you may owe to the Bank or any of the Bank's affiliates whether such liabilities and obligations exist now or are incurred in the future. You agree that the Bank and its affiliates may setoff against your accounts and may sell your personal property which is not an account, by public or private sale at its discretion, and use the funds in such account or the proceeds of such sale to satisfy such liabilities or obligations whether or not such liabilities or obligations are then in default or subject to a contingency to the fullest extent permitted by applicable law.

PERIODIC STATEMENTS AND ADVISES

Upon receipt of your monthly or periodic statement (which may include a record of transactions and images of cancelled items) or advises, you shall exercise reasonable care and promptness in examining the statement or advice. By using a product or service that does not return copies of cancelled items, you agree that the Bank will hold copies of the cancelled items for you in accordance with the applicable terms of service. You acknowledge that copies of cancelled items held for you are available at the same time as your statement is first mailed, or made available to you, by the Bank. You agree that you cannot make any claim against the Bank arising from your account unless

you promptly review your statement, and notify the Bank of any errors, forgeries, or alterations within fourteen (14) days from the date the Bank first mailed, or made available to you, your statement or advice. However, if the error involves an electronic service, refer to the Bank's electronic banking services disclosures for the services you are using. If you cannot balance your statement and do not bring it to the Bank's attention before you receive your next statement, the Bank may charge you an hourly reconciliation fee to locate the error.

The Bank may stop sending account statements if you stop using your account or have not given the Bank your current address. If the post office returns as "undeliverable" any statement that the Bank sent you, and if you do not provide the Bank with a correct mailing address, the Bank will retain only images of the statements and enclosures, not the original items, for six years. Copies of your statement are available by request during this six year period in accordance with the *Terms and Charges Disclosure*.

CHANGE OF ADDRESS

You (or an authorized person) must notify the Bank promptly of any change of your address. The Bank may require written notice or written confirmation of this change. All statements and advises will be sent to you by ordinary mail at the address last recorded by the Bank.

DORMANCY AND ABANDONED PROPERTY

When an account is inactive the Bank follows special procedures.

An account is considered inactive when:

No customer initiated deposits or only direct deposits by a third party are made to your account; no withdrawals or only preauthorized automatic withdrawals are made from your account; AND the Bank does not receive anything in writing from you that indicates that you knew your account exists, or if your account is a passbook account and you have not presented the passbook to the Bank for entry of any dividend or interest credit.

When a checking or savings account remains inactive for three (3) consecutive years it is considered dormant. If your account is considered dormant, the Bank may prohibit access to your account until you contact the Bank in person or in writing. Before your account is classified as dormant, the Bank may try to contact you to reactivate the account.

If your account remains inactive for the time period specified by law, it may be deemed abandoned. If your account is considered abandoned, the Bank may cease to pay interest on the account, may close the account, and, if required, turn the funds over to the appropriate state abandoned property

administrator. Note: Consecutive inactivity periods for determining actual escheatment requirements vary by the abandoned property laws of the individual states, and by type of account. The Bank is required to base the period for escheatment on the state of the depositor's last known address on the Bank's records, and that state's corresponding consecutive inactivity period.

At any time after the funds in the abandoned account have been turned over to the appropriate state abandoned property administrator, the depositor (or other person entitled to the funds) may reclaim this money from the state abandoned property administrator.

TAXPAYER IDENTIFICATION NUMBER

Federal regulations require the Bank to record your taxpayer identification number (Social Security Number). If you do not give the Bank your number on or shortly after the day you opened your account, federal law requires the Bank to withhold a portion of the amount of interest paid on your account each time interest is credited.

CURRENCY TRANSACTION REPORTING

Federal regulations require the Bank to disclose certain transactions involving your account. The Bank may request information from you and disclose information about your account whenever the Bank believes it is necessary or appropriate to comply with those federal regulations. Until you provide sufficient information, the Bank may hold your account or refuse any transaction.

POWER OF ATTORNEY

If the Bank receives a power of attorney authorization in a form the Bank determines complies with applicable state law, your attorney-in-fact can do whatever you could do with your account. The Bank may honor an acceptable power of attorney where you are one of the persons named on a joint account. In that case, your attorney-in-fact can do whatever you could do with your joint account. The Bank is not required to seek the consent of the other persons named on the joint account before honoring the power of attorney. The Bank may request the attorney-in-fact to indemnify and hold the Bank harmless before the Bank honors the power of attorney.

The Bank does not have to accept an out-of-state power of attorney or a power of attorney which does not comply with applicable state law.

ACCOUNT CLOSING

You can close your account at any time by notifying your branch during normal business hours. The Bank also has the right to close your account at any time by sending you a notice and/or check for the

balance. If your account is closed, the Bank shall send you any finally collected and available balance in the account at the time the account is closed. The Bank may return unpaid any items presented on your account after it is closed.

The Bank may charge you a fee shown on the *Terms and Charges Disclosure*.

SERVICE

The Bank may terminate any service at any time without notice. If you wish to terminate a service, you shall give the Bank prior written notice of your intention to terminate. Termination by you shall become effective no sooner than five (5) business days after the Bank's receipt of the termination notice. The Bank may complete all requests and instructions accepted on the day termination is to become effective.

LEGAL PROCEEDINGS

Unless the Bank receives an order from a court of competent jurisdiction that directs the Bank not to act, the Bank will comply with legal proceedings in any jurisdiction in which the Bank has offices even if the legal proceeding occurs in a jurisdiction where you are not located.

You agree that if you and/or your account become involved in legal proceedings and the Bank receives a legal document or other notice that the Bank believes requires it to supply information on your account, to restrict your account or to pay money from your account, the Bank is authorized to do so regardless of whether you appeared in those proceedings and regardless of whether those proceedings occurred within the jurisdiction where you and/or your account are located. If this occurs, use of your account or services that access your account may become restricted and the Bank may charge you the fee shown on your *Terms and Charges Disclosure*.

LIMITATION OF CLAIMS

You agree to make any claim or bring any legal action relating to the Bank's handling of your account, in writing, within one (1) year of the date the problem occurred, unless these Rules or applicable law or regulation require earlier action by you. You agree that if the problem involves a series of events, such as a number of forgeries over a period of time, then the date the first event occurred shall be the date by which the period to make any claim or bring any legal action shall begin to run.

LIMITATION OF LIABILITY

THE BANK ASSUMES NO LIABILITY FOR SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR INDIRECT LOSS OR DAMAGE TO YOU INCLUDING LOST PROFITS WHETHER OR NOT THE BANK HAS BEEN

ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. You agree the Bank shall be liable only for damages which are the direct result of the Bank's misconduct. If the Bank's conduct results in an inappropriate delay of transfer or withdrawal, the Bank's liability, as liquidated damages and not as a penalty, shall be an amount equal to the interest, at the Federal Funds rate, payable on the amount of the funds which were directed by you to be transferred in the Payment Order for the period of delay.

COOPERATION WITH INVESTIGATION

You agree, in the event of any claim arising from your account to cooperate and assist both the Bank and any law enforcement authorities in connection with any investigation and prosecution of any suspected wrongdoer. You understand and agree that failure to cooperate may result, in the Bank's sole discretion, in the Bank dishonoring any claim which you have made.

INDEMNITY AGAINST ACTIONS OF AUTHORIZED PERSONS

In order to induce the Bank to honor requests for services, including but not limited to those enumerated above, you hereby agree to indemnify and hold the Bank, its successors, assigns, correspondents, directors, officers, employees and agents harmless for all losses, costs, damages, expenses (including attorney's fees) and liability for any claim or demand occasioned by or action brought by virtue of any misconduct, negligence, action or omission on the part of any individual who has been listed as a person authorized to act on your behalf in any document provided by you to the Bank.

FORCE MAJEURE

The Bank shall not be liable for any loss or damage to you caused by the Bank's failure to provide any service requested by you resulting from an act of God, fire, catastrophe, electrical, mechanical or computer failure, telecommunications failure or failure of any agent or correspondent or any other cause beyond the Bank's control, provided it exercises such diligence as the circumstances may require.

NOTICES

Any notice we send you will take effect when it is personally delivered to you or mailed to the last address we have for you in our records. A notice from you will be considered received when received at the Bank's Customer Service Department and will take effect following the expiration of any notice period that may be specified in the Deposit Account Agreement.

CHANGES TO THE RULES

The Bank can change these Rules or impose other restrictions on your account, as the Bank deems necessary or appropriate, in the course of its business at any time.

Before the change goes into effect you will be notified:

- either by mail,
- by a posting in your branch, or
- by a published statement in the newspaper.

If notice is sent to you, use of ordinary mail or in-branch notification shall be sufficient. Changes to these Rules which are required by law may be implemented immediately or as required by law.

SEVERABILITY

If any provision(s) of these Rules shall be held to be illegal or unenforceable, the validity of the remaining portions of these Rules shall not be affected.

WAIVER

No waiver of any term, provision, or condition of this Agreement, whether by conduct or otherwise, in any one or more instances, will be deemed, or shall constitute, a waiver of any other provision hereof, whether or not similar, nor will such waiver constitute a continuing waiver, and no waiver shall be binding unless executed in writing by the party making the waiver.

OTHER TERMS AND CONDITIONS

Other terms and conditions, not stated herein, may apply to your account. All such other terms and conditions remain in full force and effect and continue to govern your account except as stated in these Rules.

BANK SECRECY ACT - REGULATORY REPORTING REQUIREMENTS

As part of the Bank Secrecy Act recordkeeping requirements, the Bank is responsible to obtain, verify and record customer information for certain transactions and report this information to U.S. Government agencies. The information obtained includes, but is not limited to:

- Name and home address (photo identification required) for an individual or Business name and business address
- Social Security or taxpayer identification number
- Date of birth for an individual
- Occupation
- Information for anyone on whose behalf you are conducting transactions

The above information may be required when conducting certain cash transactions, including, but not limited to:

Currency Transaction Reports

If you make cash withdrawals, cash deposits, currency exchanges or other payments or transfers with cash, exceeding \$10,000, the Bank is required to complete a Currency Transaction Report.

Monetary Instrument Reports

The Bank reserves the right to obtain identification and additional information from customers who purchase U.S. Dollar Drafts (Cashier's Checks), Foreign Drafts, Money Orders or Traveler's Cheques (including gift checks) for any amount.

Structuring Transactions

Any person who conducts or assists in transactions designed to evade U.S. Government reporting requirements, which may include splitting transactions into smaller amounts, can be subject to criminal penalties, including fines, imprisonment or both.

The Bank complies with recording and recordkeeping requirements under the Bank Secrecy Act including monitoring accounts on a periodic basis for compliance.

The Bank reserves the right to close any account that attempts to avoid these requirements.

PROHIBITED TRANSACTIONS

The *Unlawful Internet Gambling Enforcement Act of 2006 (UIGEA)* prohibits any person engaged in the business of betting or wagering from knowingly accepting any payment in connection with the participation of another person in unlawful Internet gambling (a "restricted transaction"). You acknowledge and agree that you are prohibited from processing a restricted transaction through your account or banking relationship with HSBC. Your participation, or attempted participation, in any restricted transaction through your account or banking relationship with HSBC may result in the termination of your banking relationship with HSBC and/or the closure of your account.

WAIVER OF TRIAL BY JURY

YOU AND THE BANK AGREE TO WAIVE THE RIGHT TO TRIAL BEFORE A JURY IN ANY ACTION FOR ANY CLAIMS THAT MAY ARISE FROM OR RELATE TO YOUR DEPOSIT ACCOUNT INCLUDING, BUT NOT LIMITED TO, CONTRACT, NEGLIGENCE, USE, ATTORNEYS-IN-FACT, RESTRAINT AND EXECUTION.
