

HSBC Jade Terms and Conditions

Between HSBC Bank USA, National Association (referred to as "we", "us", "our") and the HSBC Premier customer ("you").

A. General Terms

- 1) These terms (the "HSBC Jade Terms and Conditions") govern your HSBC Jade status.

Benefits

- 2) HSBC Jade is available from HSBC Bank USA, National Association and HSBC Securities (USA) Inc. and HSBC Insurance Agency (USA) Inc. (together "HSBC") to HSBC Premier Customers and is an enhancement of your HSBC Premier service.
- 3) Except as otherwise referred to in these Terms, your HSBC Premier Checking Account will continue to be governed by the Rules for Consumer Deposit Accounts and HSBC Premier Terms & Charges Disclosure, as they may be amended, and the charges will be the charges applicable to that account.
- 4) As an HSBC Jade client you have access to benefits and privileges, including access to selected suppliers of lifestyle services and other products and services that might be appropriate for you. Details of the products, services and benefits which are available to you are shown in the HSBC Jade Welcome Kit which we will either provide at our welcome meeting with you or send to you. We may change, add to or withdraw any of these products, services and benefits from time to time and we will notify you as indicated in paragraph 8 below. Details are also available on request from your HSBC Jade Relationship Manager.
- 5) The terms and conditions and the eligibility requirements that will apply to the products and services exclusively available to HSBC Jade will be set out or referred to in the details relating to each product or service.
- 6) Lifestyle services will be delivered by carefully selected third party lifestyle service suppliers ("Lifestyle Partners"). You will be required to agree to the terms and conditions available from those Lifestyle Partners before utilizing their lifestyle services. HSBC is not responsible for the delivery of the lifestyle services or for any failure on the part of the Lifestyle Partners in the delivery or non-delivery of their services.
- 7) We may offer HSBC Jade clients preferential fees and charges and beneficial terms and rates on products and services. We may change these fees, charges, terms and rates from time to time and we will give you such notice as is required by the terms and conditions applicable to the products and services or which is legally required. Details are also available on request from your HSBC Jade Relationship Manager.

- 8) If we make changes to the availability, types or features of the products, services and benefits offered to HSBC Jade clients we will, whenever possible, notify you as set forth below unless regulatory requirements dictate notice periods for a particular product, service or benefit:
- at least 30 days in advance if a product, service or benefit is to be withdrawn or reduced, and
 - within 30 days for other changes.

Eligibility for HSBC Jade

- 9) As used in this agreement the following terms have the meanings set forth below -
- a. Personal Cash Accounts mean HSBC Bank USA, National Association personal checking, savings and/or Certificate of Deposit accounts excluding those on the Private Bank Specialized Banking platform [for example, Demand Deposit Accounts (USD & Foreign Currency), Deposit Sweep Accounts, Money Market Accounts and Time Deposit (TD) Accounts]. Deposits in the United States offered by HSBC Bank USA, National Association. Member FDIC.
 - b. Personal Investment Assets mean
 - i. personal non-FDIC insured investments through HSBC Securities (USA) Inc.⁺ and/or
 - ii. annuities owned by you and purchased through HSBC Securities (USA) Inc. and for which an agent of HSBC Securities (USA) Inc. is agent of record. ⁺

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Investments and certain insurance products, including annuities, are offered by HSBC Securities (USA) Inc. (HSI), member NYSE/FINRA/SIPC. In California, HSI conducts insurance business as HSBC Securities Insurance Services. License #: OE67746. HSI is an affiliate of HSBC Bank USA, N.A. Whole life, universal life, term life, and other types of insurance are provided by unaffiliated third parties and are offered through HSBC Insurance Agency (USA) Inc., a wholly owned subsidiary of HSBC Bank USA, N.A. Products and services may vary by state and are not available in all states. California license #: OD36843. **Investments, Annuity and Insurance Products: are not a bank deposit or other obligation of the bank or any of its affiliates; Are not FDIC insured; Are not insured by any Federal Government Agency; Not guaranteed by the bank or any of its affiliates; May lose value; And subject to investment risk, including possible loss of principal invested.**

All decisions regarding the tax implications of your investment(s) should be made in connection with your independent tax advisor.

- c. Retirement Accounts and Assets, include, but are not limited to:
 - i. Any type of individual retirement account under Section 408(a) of the Internal Revenue Code - for example, Roth and traditional IRAs.
 - ii. Any individual retirement annuity under Section 408(b) of the Internal Revenue Code. All qualified annuities -- for example, tax-qualified variable, fixed income, and fixed indexed annuities.
 - iii. All ERISA covered retirement plan accounts - for example, defined contribution plans, 401(k) plans, savings plans, profit sharing plans, money purchase plans, etc.
 - iv. Archer MSA accounts, health savings accounts (HSAs), Coverdell education savings accounts, and Keogh plan accounts.

10) Participation in HSBC Jade is available to holders of an HSBC Premier Checking Account who have maintained qualifying Personal Cash Accounts and Personal Investment Assets (excluding Retirement Accounts and Assets) in the United States which in aggregate and calculated as an average over each calendar month are equal to at least \$1,000,000 (One million U.S. dollars) for a period of at least 1 calendar month (a "Qualifying Balance") immediately prior to HSBC Premier Account Holders becoming HSBC Jade clients. If HSBC Premier Bank Account holders meet the above eligibility criteria, they may be invited to be HSBC Jade clients. Cash and investment assets that are not defined as eligible above or that are held by you with HSBC subsidiaries and affiliates in other countries will not be taken into account in determining whether the Qualifying Balance has been met.

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

- the whole of the balance on that account will be included and the whole of the balances on any other Personal Cash Accounts and any other Personal Investment Assets (excluding Retirement Accounts and Assets) in the United States will be included if they are held jointly by all Joint Holders;
- except as provided below, any Personal Cash Account or Personal Investment Assets not held jointly by all Joint Holders will be excluded.
- we may also aggregate other Personal Cash Accounts and Personal Investment Assets (excluding Retirement Accounts and Assets) in the United States by Joint Holders in their individual names solely to determine if any such individually named Joint Holder would be eligible for HSBC Jade. HSBC Jade is individually considered for each Joint Holder, so it is possible that all Joint Holders may not meet the Qualifying Balance for HSBC Jade.

Any eligible Personal Cash Accounts and Personal Investment Assets (excluding Retirement Accounts and Assets) in the United States held by you as trustee under your personal social security number will be included in the calculation of the Qualifying Balance. NOTE: Those held

under a taxpayer identification number of a trust rather than your personal social security number will be excluded from the calculation of the Qualifying Balance.

Becoming and remaining an HSBC Jade Client

12) If you meet the eligibility criteria at paragraph 10 above, we will recognize you as an HSBC Jade customer.

13) Your eligibility to be an HSBC Jade client will continue while you continue to hold a Qualifying Balance of Personal Cash Accounts and Personal Investment Assets (excluding Retirement Accounts and Assets). Your eligibility to be an HSBC Jade client and to enjoy the products, service and benefits of HSBC Jade may expire or be terminated in accordance with the terms of paragraphs 14, 17, 19 and 20 below.

14) At the end of each calendar month, we will look back to determine if you have maintained a Qualifying Balance for the previous 1 month. If you have been unable to maintain a Qualifying Balance, eligibility to be an HSBC Jade client will expire at the end of a period of 12 months from the end of the previous calendar month.

15) We will notify you within a reasonable time that you have not held a Qualifying Balance of Personal Cash Accounts and Personal Investment Assets (excluding Retirement Accounts and Assets) and that your eligibility to be an HSBC Jade client is due to expire as above. We will, in any event, notify you at least 3 months prior to the expiration of your HSBC Jade status if your status has not been extended by then in accordance with paragraph 16 below.

16) If, before the expiration of your eligibility to be an HSBC Jade client in accordance with paragraph 14 above, you again hold a Qualifying Balance (see paragraph 10 above) then at the end of that period of 3 months right to participate in HSBC Jade will continue as above and will not expire.

Expiration or termination of HSBC Jade

17) You will no longer be permitted to be an HSBC Jade client if, for any reason, you no longer hold an HSBC Premier Checking Account.

18) If you cease being an HSBC Premier customer because you establish a new relationship with HSBC's Private Banking business, certain benefits available from HSBC Jade may continue to be available to you at HSBC's discretion. If so, this will override the termination provisions in paragraph 22 below.

19) We may terminate your eligibility to be an HSBC Jade client:

- at any time by giving you not less than 30 days advance notice, or
- immediately on giving notice if we reasonably consider that by your continuing to be an HSBC Jade client or by continuing to make the products, service and benefits of HSBC Jade available to you we may break any law, regulation, code, court order or other duty, or may be acting contrary to a recommendation, requirement or decision of any court, ombudsman, regulator or similar authority, or may be exposed

to action or censure from any government, regulatory or law enforcement or taxation authority.

- 20) You may withdraw from HSBC Jade immediately upon giving notice to us by mail or by email addressed to your HSBC Jade Relationship Manager.
- 21) On the expiration and termination of or your withdrawal from HSBC Jade, you will continue as an HSBC Premier customer if you continue to hold your HSBC Premier Checking Account and to qualify for HSBC Premier in accordance with the eligibility criteria applying to it.
- 22) Should your right to be an HSBC Jade client come to an end either because you cease to meet the eligibility criteria, withdraw or because we terminate your eligibility to be an HSBC Jade client, you will no longer be eligible for the products and services available exclusively to HSBC Jade clients. Each of these products and services that you are then currently using will either continue or be withdrawn according to the type of product or service and to the terms and conditions applicable to it. Any special terms or rates of charges or other benefits available exclusively to HSBC Jade will no longer apply or be available to you either with immediate effect or after a period of notice according to the type of product or service and to the applicable terms and conditions. We will notify you of the position in respect of each product, service or benefit then being supplied to you or is then available to you to use. You may consult your HSBC Jade Relationship Manager for more information about these arrangements before the expiration or termination of or your withdrawal from HSBC Jade, or you may consult your HSBC Premier Relationship Manager after you have stopped being an HSBC Jade client if you still remain as an HSBC Premier customer. If there is a conflict between these HSBC Jade Terms and Conditions and something one of our employees says, we will follow these HSBC Jade Terms and Conditions.
- 23) Being an HSBC Jade client gives you access to products and services available from various suppliers who are not part of HSBC nor connected with us. These products and services will be provided to you under agreements made directly between you and these suppliers. These agreements with these suppliers will be made on the suppliers' terms and conditions of business. These terms and conditions of business will be made available to you before you enter into an agreement with the supplier and they are also available for you to read on <http://us.hsbc.com/1/2/home/premier/jade/partnerterms>. Before you enter into an agreement with a supplier, please take time to read its terms and conditions of business. Information about these suppliers and the products and services available from them is included in the HSBC Jade Welcome Kit.
- 24) We may make changes to these HSBC Jade Terms and Conditions at any time if we reasonably consider the change is to your advantage or is needed for any one or more of the following reasons. These reasons may relate to circumstances existing at the time or those that are expected to apply in the near future:
 - to respond appropriately to changes in law;

- to meet our regulatory requirements;
- to reflect industry guidance and codes of practice;
- to respond to the making of a relevant recommendation, requirement or decision of any court, ombudsman, regulator or similar authority;
- to allow us to make reasonable changes to the way in which HSBC Jade operates or to offer or provide new or modified products, services and benefits.

We will give you not less than 30 days' notice of any change unless a legal or regulatory requirement or court order or decision requires a shorter notice period.

Complaints

25) If the provision of services by HSBC to you as a HSBC Jade client falls short of your expectations, please raise your concerns with your HSBC Jade Relationship Manager or Premier Customer Service at 888.662.4722 referencing "HSBC Jade". Concerns about services made available by third party suppliers of lifestyle services available to you as a HSBC Jade client should be directed in the first instance to those third party suppliers, in accordance with their complaint procedures. If you are unable to resolve your concerns with those suppliers, then please raise the matter with your HSBC Jade Relationship Manager.

B. The Collection and Use of Your Information

Data Privacy

26) HSBC is committed to keeping your information private. Your information will continue to be used consistent with the terms of the Privacy Notice provided to you annually and when you apply for additional consumer products.

27) In connection with HSBC Jade, HSBC will process your information in ways that it has not previously been processed, as set out below. By agreeing to be an HSBC Jade client, you agree that your information may be as set out in these HSBC Jade Terms and Conditions and in any applicable privacy policies.

Collection of Your Information

28) HSBC may collect information about you through your banking relationship and collect information about you through any available sources.

HSBC may also collect information about you from the Lifestyle Partners and from anyone they ask to provide services to you, including:

- contact information that you provide to make bookings;
- information about enquiries that you make to the Lifestyle Partners, including enquires for which no booking is made (such as enquiries about recreation, property searches and management, and education);

- information about bookings that are made through the Lifestyle Partner, including event bookings, dining bookings, travel dates, travel destinations and hotel bookings;
- information about interests and preferences, including brands that you like and companies that you buy from; and
- details of your registration and preference and concierge service transactions, (service type, information related to your requested lifestyle services (event tickets, dining experience, sports & recreation), travel services (travel dates, destination, car rental), personal services referrals, club appointment), education services (school placement, education seminar), property services (property search, property management).

Use of Your Information

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

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

Data Sharing

30) HSBC may share your information with carefully selected third parties to support our processing of your information and provide the products, services and benefits available from HSBC Jade. We will always ensure that these third parties process your information in accordance with applicable data protection laws and our own internal standards.

31). HSBC and third parties who receive your information from HSBC may be located in countries where data protection laws do not provide the same standard of protection as they do in the country in which you live. HSBC will always ensure that your information will be protected by a strict code of secrecy and security and handled in accordance with applicable data protection laws. By agreeing to use and/or benefit from the products, services and benefits available from HSBC Jade you agree that your data may be transferred to countries where data protection laws do not provide the same standard of protection as they do in the country in which you live.

32) Should HSBC decide to replace one Lifestyle Partner (the “Outgoing Partner”) with another Lifestyle Partner (the “Incoming Lifestyle Partner”), to facilitate a smooth transition from one to the other and reduce any inconvenience to you caused by the transition process, HSBC may require the Outgoing Lifestyle Partner to share information that it holds about you with the incoming Lifestyle Partner. This information may be shared before you have activated your membership with the Incoming Lifestyle Partner. That information may also be delivered by the Outgoing Lifestyle Partner to the Incoming Lifestyle Partner through HSBC. Any such information will be shared in accordance with applicable laws and regulations.

Your Responsibility

33) HSBC may also connect you with Lifestyle Partners and other third parties through your use of HSBC Jade. These third parties may collect your information directly from you and through your use of HSBC Jade. Please note that third parties you provide your information to should have their own privacy policies and will handle your information in accordance with their policies. Please ensure that you carefully review the privacy policies and accept their terms before using their services. HSBC does not accept any liability for your use of third party services.

34. For more information related to data privacy and data sharing under these terms, please refer to <https://www.us.hsbc.com/privacy-notice/>

C. Governing Law

The laws of the United States and applicable state law, govern these HSBC Jade Terms and Conditions. Applicable state law (to the extent not superseded by U.S. federal law) is that which governs your Premier Checking Account as described in the Rules for Consumer Deposit Accounts. Nothing in this provision shall be considered to change or modify the governing law provisions for any product, service or benefit whether provided by HSBC Bank USA, National Association, HSBC Securities (USA) Inc., HSBC Insurance Agency (USA) Inc. or any third party under this program.

D. Miscellaneous

Force majeure

We shall not be liable for any loss or damage to you caused by the our failure to provide any product, service, or benefit 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 our control, provided it exercises such diligence as the circumstances may require.

Severability

If any provision(s) of these HSBC Jade Terms and Conditions shall be held to be illegal or unenforceable, the validity of the remaining portions of these Terms shall not be affected.

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