



## General Investment Services Terms & Conditions

The following terms and conditions shall apply to investments you will be placing through The Hongkong and Shanghai Banking Corporation Limited ("HSBC"):

### I. Our advisory services

We will provide you with advice about suitable products based on your personal circumstances as you have provided such as your:

- Financial situation and needs,
- Knowledge and experience of investments,
- Investment objectives,
- Attitude towards and tolerance of investment risk, and
- Preferred time horizon for investing.

You have the right not to divulge your information to us if you do not wish to do so, however, this will restrict our ability to suggest products and services which are likely to be suitable for you.

If you are uncertain or do not understand the risks involved in the investment, we recommend that you seek independent advice from a professional financial adviser. The decision to invest in a product is yours but we're here to help by giving you recommendations and information on products you may be interested in. Our advice is only valid at the time it is given.

Our advisory services exclude:

- Ensuring previous advice remains suitable.
- Monitoring investment performance (our advice on a transaction is not ongoing).
- Updates about suitable future investment opportunities.

Our advisory services become non-advisory when you receive advice from us but purchase or sell the product through a third party, or when you receive advice but don't follow it.

Where your Relationship Manager is not accredited to provide suggestions on a specific product or service, he or she will refer you to a colleague more suitably qualified.

### II. Our non-advisory services

Our non-advisory service provides you with information or tools to assist you with your investment decisions using your own skill and judgment. It excludes any advice about whether products are suitable for you. We carry out transactions in accordance with your instructions.

We may check your knowledge and experience of investments and your attitude towards investment risk prior to purchase but we won't advise whether a product is suitable for you.

We may provide you with a list of products that meet criteria outlined by you, but this doesn't fall within our advisory service and doesn't mean that we're advising a particular product is suitable for you. This is general information made available for you to make your own choice.

You may ask us questions about a product, and we will try to answer them, but our answers will not be advice. If you would like to know which products, we think are suitable for you, then please use our advisory services.

### III. For your joint accounts

For investment bookings under your joint accounts, we will follow the signing instruction you have instructed us when you started your banking relationship with us.

If you've all told us that any accountholder can give us instructions on behalf of all accountholders, then we'll carry out any instruction from one of you without checking with any of the others first. We will only check if an instruction is within the risk appetite, knowledge and experience of the transacting accountholder/s.

#### **IV. Appointing us as your broker**

By choosing to place your investment through us, you agree to appoint us as your authorised and/or accredited broker to buy or sell securities on your behalf.

#### **V. Opening a broker customer account for settlement**

When you invest in an investment product through us, you'll also need a broker customer account for settlement pursuant to Bangko Sentral ng Pilipinas (BSP) Circular 885. We'll open one in your name to be used for the settlement of your investment bookings with us. Please be informed that:

- Separate broker customer account for settlement will be opened for each currency of securities you invest in.
- Your funds for the purchase of a security will be credited to your broker customer account for settlement on settlement date. We will also debit the account on the same day to settle the transaction.
- Your funds received from the sale of a security will be credited to your broker customer account for settlement on settlement date. We will then transfer the funds to your regular settlement account on the same day.
- We may close the account without your instruction if due to administrative reasons, but we will advise you prior the account closure.
- No ATM/Debit card will be issued for this account.
- In case you have a settlement but your broker customer account has gone dormant, we will reactivate it with or without your instruction so that the settlement proceeds will be credited to the account.

#### **VI. Payments and charges**

Our Investment Tariff, which is available in our public website or a copy sent upon request, sets out the charges and fees that will be applicable to your investment. We'll tell you if there are any other charges (e.g., product specific) before you incur them.

If you don't have enough money in your nominated bank account to complete a transaction, we may not act on your instructions.

We may receive commission or other benefits. We'll keep these payments or benefits. People who may pay us include the product providers, underwriters or other persons (including another member of the HSBC group).

We have the right, without prior notice to you, to automatically debit your account for any amounts which have been credited to your account in the event of over-crediting, fraud, mistake, discrepancy, or such other similar reasons upon our discretion.

#### **VII. Investing in a product**

Investments carry risks. The level and type of risk will depend on the type of product. Before you invest in any product, we'll provide product specific documents which explain these risks. If you're unsure about investment risks and types then please get in touch with us.

If your investments are held in a country or region other than the Philippines (for example, a security listed on an overseas exchange), they may be subject to the laws, regulations and market requirements of the overseas country or region and this means your rights relating to those investments may be different.

It's also a good idea to understand whether you are a citizen or resident of a country or region where there are restrictions on you relating to the purchase of particular products. You might need professional advice to help you make an informed decision.

## **VIII. Your instructions**

You can give instructions verbally, electronically or in writing, depending on the product or service you need. We may set limits affecting your ability to give instructions such as requiring you to give us instructions during business hours.

We may delay or refuse to act on instructions if:

- You are acting for our customer on an account or service that belongs to them (for example, if you are acting under a power of attorney),
- You don't have enough money or assets to carry out the instruction, or
- You haven't given us information that we've asked for within a reasonable time or the information you have given us is incorrect or misleading.
- We don't understand your instruction,
- We don't have sufficient time to act before the relevant cut-off time for receipt of instructions, linked to the opening hours of our offices or the market in which your order needs to be placed,
- We have to comply with applicable laws and regulations (including financial crime), market requirements, or our own internal policies,
- We have evidence or strong suspicion of a breach of security or misuse of your account or security details,
- We reasonably believe that if we don't, we or another member of the HSBC group might break or be acting outside of a law, regulation, code, court order, other duty or requirement or an agreement or guidance from a government, regulator or law enforcement agency,
- We reasonably believe that you're involved in criminal activity,
- We or third parties who provide services, are prevented from carrying it out due to events outside of our or their control, or
- We have suspended or closed your investment and/or bank account.

We'll tell you as soon as we can if we delay or do not act on your instructions, but we'll not be responsible for any loss that you consequently suffer.

## **IX. Executing your instruction**

Before executing your instruction, we will provide you a quote, or an estimate of the price you will pay or the price your security will be sold at. The actual price will depend on the price that we secure when placing an order to buy or sell. We will only execute your instruction if the actual price is the same as what we have quoted to you or if the actual price is more favorable to you.

## **X. Settling a transaction**

You may instruct us to deduct money or assets from any of your accounts with us. Once you have instructed us to deduct money or assets from your account, we may place these on hold to settle your transactions.

If we complete any transaction where you don't have enough money or assets in your accounts with us, or we're unable to deduct the money or assets from your accounts, then you'll owe us the shortfall in money or assets.

## **XI. After-sale transactions**

You should regularly review your investments and financial position to ensure your investments continue to meet your financial needs.

For the interest or redemption proceeds, we will credit your nominated bank account with amounts we receive from your investments. We will not advance the payments to you. The date or time when the investments or amounts become available in your account depends on:

- Time zone differences between markets.
- Actions of third parties involved in a transaction.
- Trading rules or practice in a particular market.

## **XII. Confirmations**

A confirmation is a document confirming the details of a transaction including the actual price of the trade transaction, and it forms part of your contract with us for that transaction. If you receive a confirmation, you must let us know of any errors within 10 business days.

There may be transactions that we've carried out for you but the confirmation will come from a third party (for example, when participating in a corporate primary offering, the registry or custodian will be responsible in sending a confirmation to the investors).

## **XIII. Closing your account**

Before we can close your account with us, we must ensure all outstanding transactions and instructions have been completed. All of your investments must also have been transferred to another custodian or sold. This must be done before your account can be closed.

We may suspend or close your account and suspend or stop services immediately if you:

- Don't pay any amount owed to us in relation to the investment account and the amount is in our reasonable opinion material,
- (Or a person holding an account jointly with you) are declared bankrupt or have similar proceedings brought against you,
- (Or a person holding an account jointly with you) die or become incapacitated,
- Haven't given us information we've asked for after a reasonable period of time,
- Have given us incorrect or misleading information, or
- Are in a dispute with a joint account holder or another person with authority to give investment account instructions.

We may also suspend or stop services immediately. We can do any of these things if we:

- Are complying with any court order,
- Reasonably believe that if we don't, we or another member of the HSBC group might break or breach a law, regulation, code or court order, agreement or guidance from a government, regulator or law enforcement agency or any other duty or requirement,
- Receive a claim from someone else on your funds held with us or we reasonably believe you or someone else used our products or services illegally or fraudulently,
- Reasonably believe you're involved in criminal activity, whether or not this is linked to the investment account,
- Have evidence of a breach of security or misuse of your account or security details,
- Reasonably believe we could be exposed to action or censure from any government, regulator or law enforcement agency or another HSBC group member may be exposed to those things, or
- Otherwise reasonably believe such action is required.

## **XIV. Transferring your investments**

You can transfer your investments out at any time to another bank or custodian, subject to completing certain documentary requirements.

You can also transfer to us certain investments that you've purchased through other third parties. We won't give you any advice about these investments but we can provide safekeeping services where necessary. Please ask us if you'd like to do this. We'll only be responsible for those investments that we actually receive from third parties.

## **XV. Set-off**

Set-off means using money you have with us or another member of the HSBC group to pay a debt you owe us or a member of the HSBC group.

We, and the third parties involved in providing safekeeping services, have a lien over your investment products. In practice this means that if you fail to pay any amount that is owed to us or those third parties we or they may:

- Take possession of the investment products, and
- Sell or close them and use the proceeds to set-off that debt and pay any balance to you.

If we need to use your investment products for this:

- You may not receive as much money for a product with a fixed term than if you had held it for the full fixed term of that product,
- You may not receive back the amount of money that you invested in a product where that product is not capital guaranteed, or
- We may have to do so at a time when the sale price of the product is low due to market conditions.

We'll not be responsible for any loss that you suffer as a result of us selling your investments in these circumstances.

## **XVI. Using third parties**

We may appoint others to perform the services on our behalf who may:

- Be a member of the HSBC group,
- Be local or overseas people or entities, and
- Further appoint another person to perform the services.

If that happens, we will:

- Remain responsible to you for their activities,
- Pay them fees or other payments for the services provided to us, and
- Pass such information to them about you, your accounts with us and your investments as is required to enable them to provide the services.

## **XVII. Our liability to you**

We'll only be responsible for loss if:

- It was caused because we, or someone acting for us, acted negligently (this basically means we didn't take proper care in cases where we should have done) or fraudulently (this basically means if we've been deceitful), or
- We failed to do something we agreed to do in these terms, and the resulting loss you suffered was of a type and amount we could have expected as a result of those actions or failures.

## **XVIII. Clarifying our relationship**

There are specific legal responsibilities applicable where:

- Someone acts as a trustee (someone appointed to hold assets belonging to another and act in their interests), or
- There is a fiduciary relationship (where one person manages assets for another and must act with the highest standard of care).

When we provide services to you under these terms:

- We do not act as your trustee.
- We do not guarantee or insure your investments.

## **XIX. Tax, legal and accounting advice**

You are responsible for:

- Getting your own tax, legal and accounting advice,
- The payment of any applicable taxes,
- Any other tax obligations you may have (such as reporting or filing requirements).

Certain countries have tax laws which apply outside of that country or region. We do not provide any tax, legal or accounting advice. You should seek professional advice if you are unsure about your position.

We are not responsible for any of your tax or related reporting or payment obligations. If for any reason we have to pay tax for you, we'll recover the amount from you. This may involve:

- Us taking the amount from your accounts held with us, or if there is not enough money in those accounts, you paying the amount to us when we ask you to, or
- Us taking action against you to recover the amount. If we do this, you will also pay to us the reasonable cost of any service providers that we use in recovering those amounts from you, including our legal fees.

Please tell us as soon as possible about any change in your information which may impact your tax status (such as a change in residency).

## **XX. Residence or Nationality**

Your residency or nationality may restrict the types of investments you can buy or transactions you can enter into.

You must notify us if your country or region of residence or nationality changes. In these circumstances we may be unable to complete an outstanding transaction, or you may be unable to invest in certain products going forward, if doing so could involve a breach of laws or regulations.

## **XXI. Financial Crime**

We have an obligation to detect, investigate and prevent financial crime (including money laundering, terrorist financing, bribery, corruption, tax evasion, fraud, sanctions non-compliance or other attempts to violate laws or regulations).

## **XXII. Your data**

We'll do all we reasonably can to keep your data secure.

We and members of the HSBC group may use and share your data (and the data of others that you provide to us) as described in the Privacy Notice and these terms. We won't share your data with anyone other than where we say in our Privacy Notice or where:

- We're legally required to disclose,
- We have a public duty to disclose,
- We have a legitimate business purpose that requires us to disclose, or
- Consent has been obtained to disclose.

The Privacy Notice explains the third parties who we may share your data with. Those third parties can then use and share your data as set out in the Privacy Notice.

You agree to respond as quickly as possible to any request for information that we make. If you don't provide certain information within a reasonable period of time or if you, or any person whose data you have provided to us, withdraws any consents we need to use or share that data in order to provide products and services, we may:

- Refuse to act on further instructions from you and may ultimately end our relationship, or
- Take actions necessary for us to comply with our obligations under laws, regulations, codes, etc (local or overseas) and with demands from authorities (local or overseas).

You agree to take any steps we may reasonably ask to allow us to collect, use, store and share your data in accordance with the Privacy Notice.

**XXIII. In the event of complaint**

Should you have cause to complain about any aspect of the service provided, in the first instance please contact your Relationship Manager. HSBC has a formal complaints handling process and you can be assured any complaint will be handled professionally and your concerns thoroughly investigated.

CONFORME:

I HAVE READ, UNDERSTOOD AND AGREE TO THE ABOVE TERMS AND CONDITIONS, A COPY OF WHICH HAS BEEN PROVIDED TO ME.

\_\_\_\_\_  
Signature  
Customer Name: [     ] ]  
Date Signed: [     ] ]



\_\_\_\_\_  
Signature  
Customer Name: [     ] ]  
Date Signed: [     ] ]



\_\_\_\_\_  
Signature  
Customer Name: [     ] ]  
Date Signed: [     ] ]



\_\_\_\_\_  
Signature  
Customer Name: [     ] ]  
Date Signed: [     ] ]



For general information on how we collect, use, disclose, and process data, please go to: <https://www.hsbc.com.ph/privacy-statement/>  
HSBC Philippines is regulated by Bangko Sentral ng Pilipinas (Bangko Sentral) <https://www.bsp.gov.ph> and the Securities and Exchange Commission (SEC) of the Philippines.  
For inquiries or complaints, please call HSBC's Customer Service at (02) 8858-0000 or (02)7976-8000 from Metro Manila, +1-800-1-888-8555 PLDT domestic toll-free or visit [hsbc.com.ph/feedback](https://www.hsbc.com.ph/feedback).  
You may get in touch with the Bangko Sentral Consumer Protection and Market Conduct Office through their Email: [consumeraffairs@bsp.gov.ph](mailto:consumeraffairs@bsp.gov.ph), Webchat: <http://www.bsp.gov.ph>, Facebook: <https://www.facebook.com/BangkoSentralngPilipinas> or SMS: 021582277 (for Globe subscribers only).  
To contact the SEC, call Markets and Securities Regulation Department (MSRD): 8818-7164 or email: [msrdsubmission@sec.gov.ph](mailto:msrdsubmission@sec.gov.ph).