



2023 Buy U.S. Stock Brokerage Fee Waiver Offer **Terms and Conditions**

1. The promotional period is from 30 January 2023 to 29 October 2023, both dates inclusive ("**Promotional Period**").
2. To enable The Hongkong and Shanghai Banking Corporation Limited, Hong Kong (the "**Bank**" or "**HSBC**") to provide U.S. stock trading service to HSBC customers, HSBC customers need to complete the U.S. Internal Revenue Service ("**IRS**") W form and submit it to HSBC in order to comply with the regulations under the Foreign Account Tax Compliance Act ("**FATCA**") from the U.S. government.
3. For more information about FATCA and how to update the Non-U.S. Person status with IRS W forms, please visit the following HSBC's website: <https://www.fatca.hsbc.com/>
4. This 2023 U.S. Stock Buy Brokerage Fee Waiver Offer (the "**Promotion**") is available to all customers of The Hongkong and Shanghai Banking Corporation Limited, Hong Kong ("**HSBC**") who are Business Internet Banking users and have fulfilled all of the following requirements ("**Eligible Customers**"):
 - (a) not a citizen/resident/tax payer resident of the United States of America (U.S) (collectively "U.S Person");
 - (b) maintains a HSBC business investment account;
 - (c) holds a valid Non-U.S. Person Status in HSBC's record, or has, during the Promotional Period, successfully updated the Non-U.S. Person Status by submitting the completed IRS W form, which is accepted by the Bank.
5. Eligible Customers will be entitled to a buy U.S. Stock brokerage fee waiver (on a rebate basis) for the first 3 months ("**Waiver Period**") starting from the start date of the Promotional Period, or the date their Non-U.S. Person Status in HSBC's record is updated (the "**Offer**"). For the avoidance of doubt, the Offer is applicable to U.S. stock buy transactions only, and only the brokerage fee will be waived (the "**Eligible Transactions**"). All other charges for U.S. stock service will continue to apply, including stock transfer-in and transfer-out, initial public offering fees, etc.
6. If the Waiver Period exceeds the end of the Promotional Period, Eligible Customer can only enjoy the Offer until the end of Promotional Period (which means if Eligible Customer's Non-U.S. Person Status is updated in HSBC' record on 1 October 2023, the Waiver Period is from 1 October 2023 to 29 October 2023, both dates inclusive).
7. If the HSBC Business investment account of the Eligible Customer is cancelled before HSBC deposits the brokerage fee cash rebate to the customer's investment settlement account, they will no longer be considered an Eligible Customer for the purposes of the Offer and the Offer will not be fulfilled.
8. Each Eligible Customer can enjoy the Offer one time only within the Promotional Period.
9. To enjoy the Promotion, Eligible Customers are required to fully settle the actual buy brokerage fee (prior to the waiver under the Offer being applied) of the Eligible Transactions at the time of trading activities. The brokerage fee waived under the Offer (which means the actual buy brokerage fee) will be credited to the Eligible Customers' investment settlement account 3 months after the Promotional Period.
10. The Bank has the sole right to determine the date on which a customer's Non-US Person Status is considered as successfully updated. In case of any dispute, HSBC's records prevail.
11. The Offer (or any alternative gift) is non-transferable, non-negotiable and non-refundable. You cannot exchange the Offer (or any alternative gift) for other products, services or discounts or transfer or sell the Offer (or any alternative gift).
12. By registering for or participating in the Promotion, the Eligible Customer agrees to be bound by these terms and conditions.
13. It is the Eligible Customer's responsibility to comply (at their own expense) with any laws requiring payment of any tax, duty, levy or similar impost relating to the award of the Offer, and HSBC shall have no responsibility in respect thereof.
14. The Offer is provided subject to prevailing regulatory requirements.
15. The Bank may at its discretion alter any part of the Offer and any prevailing open-end funds preferential initial charge offer from time to time.
16. In case of disputes arising out of this Promotion, the decision of HSBC shall be final and conclusive.
17. HSBC reserves the right to revise these terms and conditions and/or postpone, suspend or terminate any of these Offers or the Promotion at any time without prior notice. HSBC accepts no liability for any such change, postponement, suspension or termination, and has the final decision on all matters and disputes arising out of the Promotion.
18. No person other than HSBC and the Eligible Customer will have any right under the Contracts (Rights of Third Parties) Ordinance to enforce or enjoy the benefit of any of the provisions of these terms and conditions.

19. In case of discrepancies between the English and Chinese versions of these terms and conditions, the English version shall prevail.
20. These terms and conditions are governed by and construed in accordance with the laws of the Hong Kong Special Administrative Region ("Hong Kong"). Each of HSBC and the Eligible Customer submits to the non-exclusive jurisdiction of the courts of Hong Kong but these terms and conditions may be enforced in the courts of any competent jurisdiction.
21. Investment involves risks. You should carefully consider whether any investment products or services mentioned herein are appropriate for you in view of your investment experience, objectives, financial resources and relevant circumstances. The price of securities may move up or down. Losses may be incurred as well as profits made as a result of buying and selling securities.

Issued by The Hongkong and Shanghai Banking Corporation Limited