

# **General Terms and Conditions**

For the provision of investment services  
to retail clients

## 1. THE BANK

1.1. The Bank is registered in the United Kingdom at 8 Canada Square, London, E14 5HQ and is supervised by the Financial Services Authority (FSA), FSA Reg. No. 114216, Companies Reg. No. 14259 and has been lawfully established in Greece (109-111, Messoghion Ave., Athens 115 26) under the relevant authorisation from the supervisory authority, namely the Bank of Greece, and is a full member of the Hellenic Bank Association, its Greek Tax Reg. No. being 098031225 and its BIC/SWIFT being MIDLGRAA. The Bank's parent company is HSBC Holdings plc which has been established in accordance with the laws of the United Kingdom and Wales (HSBC Holdings plc, the Bank and all Greek or international subsidiaries or affiliates shall hereinafter be referred to as the 'HSBC Group').

1.2 HSBC Bank plc in Greece is regulated by the Bank of Greece and the Hellenic Capital Market Commission ("**CMC**"). HSBC Bank plc in the UK is authorised and regulated by The Financial Services Authority ("**FSA**") in the conduct of Designated Investment Business.

## 2. GENERAL

2.1 Unless the context otherwise requires, words and phrases defined in the Law and/or the CMC rules shall have the same meaning when used in the present terms and conditions.

2.2 This document sets out the terms and conditions under which the Bank provides investment services to you and as such it affects your legal position. It is therefore very much in your interests to read it carefully before acceptance. Once accepted the present terms and conditions will constitute a legally binding contract between the Bank and you, and will apply to any Designated Investment Business the Bank carries on with you pursuant hereto. You will be deemed to have accepted the present terms and conditions once you sign them or even without your signature if after receipt hereof you deal with the Bank in Designated Investments.

2.3 You warrant that you have all necessary authorities and consents to enable you to enter into transactions pursuant to the present terms and conditions.

2.4 You acknowledge that you have not relied on or been induced to accept the present terms and conditions by a representation other than those expressly set out herein.

2.5 The Bank shall treat you as a retail client. You have the right to ask to be treated in a different category of client, which the Bank may accept under conditions.

## 3. SERVICES

3.1 The Bank may, subject to the terms hereof, agree to provide the following services to you:

- (a) dealing in, and arranging deals in relation to:
- Collective investment schemes of HSBC (Hellas) AEDAK licensed by the CMC;
  - Collective investment schemes of HSBC as indicatively HSBC Global Investment Funds, HSBC Capital Secured Growth Funds and HSBC Portfolios – World Selection
  - Other third party collective investment schemes recommended by HSBC's Fund Selection Unit - e.g. BlackRock, Schroders, JP Morgan
  - Bonds: Greek State & EIB and other per case bonds
  - Structured products via HSBC CIBM

(b) where the Bank expressly agrees in writing (but not otherwise), Investment Advice on Designated Investments; and

(c) such other products/services as may be agreed between you and the Bank from time to time.

3.2 Where the Bank expressly agrees in writing to provide you with Investment Advice pursuant to clause 3.1, subject to the Bank receiving the information set out at clause 3.3 below, the Bank will take reasonable steps to ensure any recommendation for a Designated Investment or investment service is suitable for you. The Bank will only make a recommendation for a Designated Investment or investment service at your specific request and in accordance with your instructions and will not otherwise be responsible for managing your investment portfolio or providing you with general investment advice. When promoting and selling, the information provided by the Bank will not constitute investment advice.

3.3 Where the Bank expressly agrees to provide you with Investment Advice pursuant to clause 3.1, you undertake to provide to the Bank on request all information regarding your financial situation, investment objectives and knowledge and experience in the investment field relevant to the Designated Investment(s) or service(s) offered or requested so as to enable the Bank to make a recommendation that is suitable for you. This information may include, where relevant:

- information on the length of time for which you wish to hold the investment, your preferences regarding risk taking, your risk profile and the purposes of the investment;
- information on the source and extent of your regular income, your assets (including liquid assets, investments and real property) and your regular financial commitments; and
- information on the types of service, transaction and investments with which you are familiar, the nature, volume and frequency of your transactions and the period over which they have been carried out, and the level of your education, profession or former profession.

3.4 Where the Bank provides you with services other than Investment Advice pursuant to clause 3.1, subject to the Bank receiving the information set out at clause 3.5 below, the Bank will, where it is required to do so by the Law and/or the CMC rules, assess whether the Designated Investment or service is appropriate for you. If you do not provide the information set out at clause 3.5

below, or provide insufficient information, please note that the Bank will not be able to determine whether the Designated Investment or service is appropriate for you, therefore any such transaction will be deemed as an execution only transaction.

3.5 You undertake to provide to the Bank on request all information regarding your knowledge and experience in the investment field relevant to the Designated Investment(s) or service(s) offered or requested so as to enable the Bank to assess whether the Designated Investment(s) or service(s) are appropriate for you. This information may include, where relevant, the information described in clause 3.3. above.

3.6 You undertake to notify the Bank if any of the information provided under clause 3.3 or clause 3.5 above changes in any respect.

3.7 Any money which the Bank holds for you will be held by the Bank in its capacity as a credit institution and not as trustee and as a result the money will not be held in accordance with the Client Money rules of the FSA. Your money will be held in one or more accounts in your name and will be treated in the same way as any money deposited with us.

3.8 We will make arrangements for all your investments to be registered in your name unless we act as custodians on your behalf, in which case your assets may be registered with a third party in our name but on your behalf. In the foregoing cases the client assets will be segregated from the bank's assets.

3.9 We will forward to you all documents showing ownership of your investments as soon as practicable after we receive them. Where a number of documents relating to a series of transactions are involved we will normally hold each document until the series is complete and then forward them to you. All documents will be sent to you by post at your own risk.

## **4. BEST EXECUTION**

4.1 The only duties that the Bank owes to you in respect of Best Execution are those set out in the Law and/or the CMC rules, and any other duties are expressly excluded.

4.2 When executing orders in Designated Investments or placing or receiving and transmitting orders with other entities (including any HSBC Group company) for execution for you, the Bank will take all reasonable steps to obtain Best Execution subject to the Law and/or the CMC rules.

4.3 When executing a Client order, we will take all reasonable steps to achieve the best possible execution result on a consistent basis. Ordinarily, best possible result for Retail Clients shall be determined in terms of total consideration, representing the price of the financial instrument and the costs related to execution. We may use our commercial experience and judgement to

give precedence to other factors such as speed, likelihood of execution and settlement, size, nature of the order, market impact and implicit transaction costs, but only insofar as they are instrumental in providing you with Best Execution in terms of the total consideration.

4.4 Notwithstanding the above, we will also take into account other criteria such as the type of Client Order, the financial instruments that are the subject of that Client Order and the execution venues to which that order may be directed.

4.5 When we act as your intermediary in respect of the purchase and / or redemption of units in a collective investment scheme, the procedures indicated in the prospectus will apply for best procedures purposes.

4.6 Where you provide us with a specific instruction as to how to execute your order we shall, where possible, endeavour to carry out your instruction. However, please note that by acting on your specific instruction, we may be prevented from executing your order in accordance with our Execution Policy. To the extent that a Client provides us with a specific instruction, we will be treated as having satisfied our obligation to take all reasonable steps to obtain the Best Execution for the Client but in respect of those aspects of execution which are not covered by the specific instruction, we will process the order in accordance with our Execution Policy.

4.7 We will monitor the effectiveness of our execution arrangements on a regular basis to ensure that we achieve Best Execution for Client Orders on a consistent basis but should a Client have any concerns about HSBC Bank Greece's execution arrangements the Client should direct any questions to their Relationship Manager.

4.8 We reserve the right to amend this policy as necessary. We will review this policy at least annually. Where a material change has occurred in the policy, including changes to the list of execution venues we place significant reliance upon, we will inform you accordingly. Information may be communicated through our web site [www.hsbc.gr](http://www.hsbc.gr) or other means that we will deem appropriate.

4.9 Detailed below is a list of the execution venues that we place significant reliance on, as we believe they offer the best prospects for affording you the best possible result on a consistent basis. This list is not exhaustive and we may use other execution venues from time to time and provided that you have given your prior express consent, HSBC will execute orders outside a regulated market or Multilateral Trading Facility.

#### **Financial Instrument: Execution Venues:**

European / Int'l Bonds	HSBC Global Markets
Unit Trusts and Mutual Funds	The Respective Fund Manager
Investments backing Capital Protected Products	Market Makers as specified in relevant Protected Terms and Conditions

### **5. CONFLICTS OF INTEREST AND MATERIAL INTEREST**

5.1 The Bank forms part of the HSBC Group, which is a global organisation providing a wide range of financial services. As such, the Bank or a company

with whom the Bank has an association, may from time to time have interests which conflict with its clients' interests or with the duties that it owes to its clients. These include conflicts arising between the interests of the Bank, its associates and employees on the one hand and the interests of its clients on the other and also conflicts between clients themselves.

5.2 The Bank has established procedures which are designed to identify and manage such conflicts. These include organisational and administrative arrangements to safeguard the interests of clients. A key element of this policy is that persons engaged in different business activities involving a conflict of interest must carry on those activities independently of one another.

5.3 Where necessary, the Bank maintains arrangements which restrict the flow of information to certain employees in order to protect its clients' interests and to prevent improper access to client information.

The Bank may also deal as Principal for its own investment account and maybe matching transactions with another client. Procedures are in place in order to protect the client's interest in this instance.

5.4 In some cases, the Bank's procedures and controls may not be sufficient to ensure that a potential conflict of interest does not damage a client's interests. In these circumstances, the Bank may consider it appropriate to disclose the potential conflict to the client and obtain the client's formal consent to proceed. However, the Bank will decline to act in any circumstance where there is residual risk of damage to the interests of any client.

5.5 The Bank will provide you with further details of its conflict of interest policy on written request.

## **6. CONFIRMATIONS**

The Bank will send or arrange to be delivered to you in respect of each transaction effected for you or on your behalf a trade confirmation confirming the execution of the order and recording details of the transaction. Where applicable, the trade confirmation will include the costs associated with the transaction and services undertaken by the Bank on your behalf. Confirmations shall be conclusive (save in the absence of manifest error) if you do not object to them promptly and in writing to the Bank you are deemed to have received such confirmations, counter evidence permitted. The Bank will supply, on request, information about the status of any order placed by you or on your behalf.

## **7. TELEPHONE RECORDING AND MONITORING OF COMMUNICATIONS**

In some circumstances, communications (including emails, voicemail, telephone calls and website usage records) as well as paper correspondence such as envelopes or packages may be monitored, recorded or inspected (as appropriate) using monitoring devices or other technical or physical means. Such monitoring may take place where necessary for purposes permitted by law from time to time, including without limitation to record evidence of business transactions and so as to ensure compliance with the Bank's policies and procedures. All telephone conversations may be recorded by the Bank without

use of a warning tone. The Bank may act on telephone instructions before receipt of any written confirmations and its records of telephone conversations shall be conclusive evidence of such instructions. The Bank's recordings shall be and remain its sole property.

## **8. COSTS AND CHARGES**

8.1 The Bank will provide you with information on costs and associated charges incurred in the provision of Designated Investment Business under the present terms and conditions, including all related fees, commissions, charges, expenses and taxes payable to the Bank ("**Charges**").

8.2 You will pay to the Bank, on demand, such Charges incurred in the provision of Designated Investment Business under the present terms and conditions.

8.3 You may also need to pay taxes related to the provision of Designated Investment Business under the present terms and conditions.

8.4 The Bank may pay or receive fees, commissions or non-monetary benefits to and from a company in the HSBC Group or other third party where permitted by the Law and/or the CMC rules.

## **9. COMPLAINTS PROCEDURES AND COMPENSATION**

9.1 If you have any complaints about the quality of the Bank's service to you under the present terms and conditions, you may speak to your usual Bank contact or write to any of the Bank's branches. Your complaint will be handled in accordance with the Bank's Procedures. If you cannot settle your complaint, you are entitled to refer it to the Hellenic Ombudsman for Banking – Investment Services ("the Ombudsman"). Copies of the "Information Bulletin" and "Complaints Form" issued by the Ombudsman are available at all the Bank's Branches for your use, should you so wish.

9.2 As the Bank is authorised and regulated by the FSA in the conduct of investment business, you may have a right to claim through the Financial Services Compensation Scheme (the "Scheme") for any losses resulting from a default of obligations owed under the regulatory system. The maximum level of compensation is 100% of the first £50,000 per person per firm. For further information about the scheme (including the amounts covered and eligibility to claim) please ask at your local branch, refer to the FSCS website [www.FSCS.org.uk](http://www.FSCS.org.uk) or call.

## **10. TERMINATION**

10.1 Unless required by the Law and/or the CMC rules the contractual relationship under the present terms and conditions may be terminated by either party by giving written notice to the other party, such termination to be effective, unless otherwise specified in the notice, on receipt by the other party of such notice, subject to outstanding transactions being settled and any charges or any other fees, expenses or amounts whatsoever accruing to the Bank (including any

additional expenses incurred in connection with such termination) being paid, and provided that such termination shall not affect:

- (a) any warranties or compensation made by you under the present terms and conditions, each of which shall survive such termination; and
- (b) any other legal rights or obligations which have arisen prior to or upon termination.

10.2 Upon terminating your relationship with the Bank, all amounts payable by you to the Bank will become immediately due and payable. These are:

- (a) all outstanding fees, charges and commissions;
- (b) any dealing expenses incurred by terminating the present terms and conditions;
- (c) any losses and expenses realised in closing out any transactions or settling or concluding outstanding obligations incurred by us on your behalf;
- (d) any other amounts which are due and payable by you but which are unpaid.

10.3 Termination shall not affect the outstanding rights and obligations and transactions which shall continue to be governed by the present terms and conditions and the particular clauses agreed between you and the Bank in relation to such transactions until all obligations have been fully performed.

## **11. YOUR LIABILITIES**

11.1 You shall pay on demand interest to the Bank on any debit balance on any account of yours and on any other sums due or owing to the Bank from the date when the same are due until full settlement, at such rate as the Bank shall determine from time to time or agree with you.

11.2 Any indebtedness or liability incurred by you to the Bank shall, in the absence of express written consent by the Bank to the contrary, be due and payable on demand.

11.3 In the event of any undue settlement delay, the Bank retains the right, if it considers it reasonable to do so, to close out the whole or part of the outstanding position.

## **12. THE BANK'S LIABILITY**

12.1 As markets in Designated Investments are subject to unforeseen fluctuations, no particular result can be guaranteed. Accordingly, neither the Bank, nor any director, officer, employee or agent thereof will be liable for errors of judgment made in good faith, or for acts or omissions in the course of services provided under the present terms and conditions, and the Bank and any director, officer, employee or agent thereof will only be liable for errors, acts or omissions or non-performance arising from negligence, wilful default, fraud or bad faith.

12.2 You undertake to ratify and confirm whatever the Bank may do or purport to do in the proper performance of its services under the present terms and conditions and to compensate the Bank against all losses, costs and demands arising directly or indirectly from its performance of such services except to the extent that such liabilities are due directly to the Bank's or any of its directors', officers', employees' or agents' negligence, fraud or wilful default. Nothing in this clause, however, shall exclude or restrict:

- (a) any obligation which the Bank has under the Law and/or the CMC rules in relation to you;
- (b) any duty or liability which the Bank may incur under the Law and/or the CMC rules or any amendment thereof in respect of a breach of such obligation; or
- (c) any other duty or liability unless it is reasonable to do so.

### **13. ELECTRONIC SERVICES**

13.1 The Bank shall make available to you those Electronic Services which the Bank agrees to provide to you from time to time. The provision of such Electronic Services shall be subject to the present terms and conditions, as well as supplemental terms applicable to such Electronic Services which the Bank will provide to you.

### **14. CONFIDENTIALITY AND DATA PROTECTION**

14.1 Neither the Bank nor any company within the HSBC Group owes any duty to disclose to you or to use for your benefit any fact, matter or thing which comes to its notice in the course of rendering similar service to others if such disclosure or use would be a breach of duty or confidence to any other person.

14.2 Any information relating to you or your representatives will be used and disclosed in the manner set out in the Bank's general terms and conditions provided to you when you applied to open an account with the Bank and/or subsequently sent to you by the Bank (the "General Terms and Conditions"). If you would like an additional copy of the General Terms and Conditions please contact your HSBC Bank plc branch. In particular, and without limitation to the General Terms and Conditions, information relating to you or your representatives may be disclosed:

- (a) where the Bank (or any third party acting on its behalf) is legally compelled to do so;
- (b) where there is a duty to the public to disclose relevant information;
- (c) where the Bank's or HSBC Group's interests reasonably require disclosure; or
- (d) where disclosure is made at your request or with your consent.

14.3 You agree and acknowledge that the Bank has regulatory obligations in respect of any pre-trade or post-trade information relating to the execution of any

transactions and the Bank may use this information for its own commercial purposes.

## 15. VARIATION

15.1 The Bank may at any time vary or qualify any one or more of the present terms and conditions by relevant notice to you in good time before such variation or qualification where it is practicable to do so and shall be deemed valid and immediately effected, since promptly communicated to the Customer with relevant notice and bind you unless you object to them in writing within thirty (30) days from the relevant notification. Such revised terms will become effective on the date specified in the notice.

15.2 The Bank will notify you in good time of any change to the details set out in clauses 1, 9.1 or 9.2, the arrangements described in clause 3.7, the matters described in clause 6, the Order Execution Policy, the Conflicts Policy or the Charges that is material in the context of the present terms and conditions.

## 16. GOVERNING LAW AND JURISDICTION

The present terms and conditions and all transactions effected pursuant hereto shall be governed by and construed in accordance with the laws of Greece. All disputes arising under or in relation to the present terms and conditions or from any transactions made pursuant hereto shall be subject to the competent jurisdiction of the Municipality of ..... of the Prefecture ..... If the previous indent is not filled out, the courts of Athens are the competent local courts for the purpose of interpreting these terms and resolving any dispute which derives from these terms to which both you and the Bank are irrevocably subject provided that this shall not prevent the Bank from bringing an action in relation to the present terms and conditions or any such transactions in the court of any other jurisdiction.

## 17. TRANSFER AND ASSIGNMENT

17.1 The obligations under the present terms and conditions bind, and the rights will be enforceable by, the parties to the present terms and conditions and their respective successors, permitted assigns and executors.

17.2 Subject to clause 17.3 below, neither party to the present terms and conditions may transfer any of its respective rights and obligations under the present terms and conditions, any corresponding transaction or any contract without the prior written consent of the other.

17.3 You hereby give your consent to the Bank causing, at any time, all or any part of its rights and/or obligations under the present terms and conditions to be transferred to any other stated affiliate of the Bank (each a "**Transferee**") by delivering to you a substitution notice. Such transfer shall be without prejudice to pre-existing rights between the parties to the present terms and conditions. Upon delivery of a substitution notice to you:

- (a) the rights and/or obligations of the parties under the present terms and conditions shall be transferred, the parties to the present terms and conditions will be released from further obligations to each other

hereunder and the respective rights of the parties to the present terms and conditions will be cancelled; and

- (b) you and the Transferee will simultaneously acquire the same rights and assume the same obligations between yourselves as would have been acquired and assumed had the Transferee been an original party hereto instead of the Bank.

17.4 To the extent required by, or consequential to, any such transfer, you agree to enter into further documentation and/or particular terms as the Bank or any Transferee may reasonably require solely in order to make or facilitate the action envisaged in clause 17.3 above and in order to enter into such new arrangements with you concerning the services under the present terms and conditions.

## **17. COMMUNICATIONS**

You may communicate with the Bank at the address set out in clause 1.1 of the present terms and conditions by post, telephone, telex or telefax, electronic email or in person, unless you are obliged to communicate in writing under the present terms and conditions (in which case you may communicate with the Bank by a document delivered, with delivery being certified by any means acknowledged by the law). Instructions and other communications provided by you to the Bank shall not take effect until actually received by the Bank in writing.

## **19. CIRCUMSTANCES OUTSIDE THE BANK'S CONTROL**

19.1 The Bank shall not be in breach of the present terms and conditions if there is, and shall not be liable or have responsibility of any kind for any loss or damage incurred by you as a result of, any total or partial failure, interruption or delay in performance of its duties and obligations occasioned by any act of God, fire, act of government, state, governmental or supranational body or authority or any investment exchange and/or clearing house, war, civil commotion, terrorism, failure of any computer dealing system, interruptions of power supplies, labour disputes of whatever nature or any other reason (whether or not similar in kind to any of the above) beyond the Bank's control.

19.2 Should an event described in clause 19.1 above occur, the Bank shall have the right to terminate and close out any transaction affected by such event and entered into under the present terms and conditions.

## **20. ILLEGALITY**

If any provision or term of the present terms and conditions or any part thereof shall become or be declared illegal, invalid or unenforceable for any reason whatsoever, such term, provision or part shall be divisible from the present terms and conditions and shall be deemed to be deleted from the present terms and conditions.

## 21. RIGHTS AND REMEDIES

The rights and remedies herein are cumulative and not exclusive of any rights or remedies provided by law. No failure to exercise or delay in exercising the same shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise thereof.

**I ACKNOWLEDGE THAT I HAVE RECEIVED A COPY OF THESE GENERAL TERMS AND CONDITIONS FOR RENDERING INVESTMENTS SERVICES TO RETAIL CLIENTS AS WELL AS THE "NOTICE IN RELATION TO DESIGNATED INVESTMENTS AND ASSOCIATED RISKS FOR RETAIL CLIENTS" WHICH, IN THEIR TOTAL, I HAVE STUDIED, UNDERSTOOD, COMPREHENDED AND UNCONDITIONALLY ACCEPT.**

Branch \_\_\_\_\_

Date \_\_\_\_\_

HSBC BANK PLC

THE CUSTOMER

\_\_\_\_\_

\_\_\_\_\_

Authorised signatory

Name/Signature

Date \_\_\_\_\_

\_\_\_\_\_

Name/Signature

Date \_\_\_\_\_

## APPENDIX 1

### DEFINITIONS

In the present terms and conditions the following words and expressions shall, unless the context otherwise requires, bear the following meanings given to them:

**Best Execution** means, in relation to the execution of an order, the placing of orders or the reception and transmission of orders, the best possible result for you in accordance with the applicable rules in the Conduct of Business Sourcebook of the FSA rules as amended from time to time, taking into account the factors prescribed by those rules, carried out in accordance with the Bank's Order Execution Policy.

**CMC:** Means the Hellenic Capital Market Commission, or any successor regulator, which severally and/or jointly with the Bank of Greece may regulate the provision of HSBC's services in Greece under the Agreement.

**CMC rules or rules of the CMC:** Means the rules, regulations and procedures of the CMC in force from time to time, including any relevant joint decisions of the CMC and the Bank of Greece.

**Designated Investment:** has the meaning as set out in the Law and/or the CMC rules, including, but not limited to shares, debentures, government bonds, options, futures, contracts for differences and rights to or interests in such investments.

**Designated Investment Business:** has the meaning as set out in the Law and/or the CMC rules, including, but not limited to dealing in investments as principal or agent, arranging or making arrangements with a view to transactions in investments, managing investment and safeguarding and administering investments.

**Electronic Services:** means the Services defined in the Electronic Services Terms.

**HSBC Group:** means the group of companies, the ultimate holding company of which is HSBC Holdings plc.

**Investment Advice:** has the meaning given to it in the Law and/or the CMC rules.

**Law:** Means Law 3606/2007 and any law, decree, ministerial decision or other piece of legislation which is applicable in the provision of investment services.

**Order Execution Policy:** means the Bank's policy for complying with its obligations to provide Best Execution, as amended from time to time.

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