

Terms and Conditions supplementing ISDA Master Agreement and Master Agreement for Transactions in Financial market executed with HSBC France (Spółka Akcyjna) Oddział w Polsce (“Supplementary Terms”)

§ 1. INTRODUCTORY PROVISIONS

These Supplementary Terms were issued by the Bank pursuant to Article 109 clause 1 items 2 and 4 of the Banking Law and they contain the provisions concerning Transactions that are binding on the Customer and the Bank, unless the parties agreed otherwise in the relevant agreement.

§ 2. EXECUTION

1. This § 2 shall apply to any Transaction which is neither a deposit nor Transactions concluded under the “Terms and Conditions of Foreign Exchange Spot Transactions and executing by HSBC France (Spółka Akcyjna) Oddział w Polsce foreign exchange buy or sell orders”.
2. When the Bank provides a quote for a particular Transaction the Bank typically receives market quotations from HSBC Group entities, in particular HSBC Bank plc, based in London and/or HSBC France, based in Paris. Only in case such market quotation is not available the Bank may source market quotation from other sources.
3. The Bank has a policy (“**Best Execution Policy**”) and related arrangements on Best Execution in respect of activities covered under this Agreement. A client disclosure statement (“**Statement**”) provides summary information on the Bank’s Best Execution Policy.
4. The Bank is entitled to update the Statement and the Best Execution Policy from time to time.
5. The Statement will be made available at <http://www.about.hsbc.pl/pl-pl/hsbc-in-poland/directives-and-acts/mifid>, or such other website as the Bank may notify.
6. By executing any Transaction the Customer is deemed to consent to any Transaction (referred to in clause 1 above) to be subject to Best Execution Policy.
7. The Bank’s Best Execution Policy does not apply if the Customer has been classified as an eligible counterparty.

§ 3. CONFLICT OF INTERESTS

1. Situations can arise where interests of the Bank, or those of the Bank’s staff, conflict with the Customer’s interests or where the Customer’s interests compete with those of the Bank’s other clients.
2. The Bank’s Conflicts of Interest Policy is a policy of the Bank which maintains setting out the circumstances which may constitute or may give rise to a conflict of interest, the procedures the Bank will follow and the measures the Bank will adopt to prevent or manage such conflicts (“**Conflicts of Interest Policy**”).
3. The Bank will make available to the Customer a description of our Conflicts of Interest Policy through our website <http://www.about.hsbc.pl/pl-pl/hsbc-in-poland/directives-and-acts/mifid> or such other website as the Bank may notify. Upon request, the Bank will provide further information on Conflicts of Interest Policy.

§ 4. RECORDING AND MONITORING OF COMMUNICATIONS

1. In certain circumstances, communications in relation to the relevant agreement (including emails, voicemail, online chat conversations, 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. The monitoring of communications may take place where deemed 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 regulatory obligations and its policies and procedures.

2. The Bank will record telephone conversations and electronic communications that result in transactions or that may result in transactions.
3. Where the Bank's records communications, a copy of the recording of the communications will be made available on Customer request within a period of five years from the date of the communication.
4. Any telephone conversations and electronic communications that are recorded in accordance with this § 5 may be recorded without use of a warning tone or other notification.
5. All recordings and other records shall be and remain the Bank's sole property. The Bank may use such recordings and other records as evidence in court or other proceedings.

§ 5. FEES, COMMISSIONS OR NON-MONETARY BENEFITS THAT THE BANK MAY RECEIVE OR PAY

1. The Bank may receive or pay fees, commissions or non-monetary benefits to and from HSBC Group Members or other third party where permitted by applicable laws, including MiFID II¹. The Bank will provide the Customer with separate disclosure of the essential arrangements relating to such fees, commissions or non-monetary benefits where it is required to do so under applicable laws. The Customer consents to the Bank retaining such commissions, rebates or other benefits.
2. Information on general approach relating to these arrangements, can be accessed through the Bank's website <http://www.about.hsbc.pl/pl-pl/hsbc-in-poland/directives-and-acts/mifid>, or such other website as notified by the Bank. Where necessary under the applicable laws the Bank will also provide further details about such arrangements as they relate to particular services separately.

§ 6. PRINCIPLES OF CORRESPONDENCE

1. All correspondence related to relevant agreement, if not stipulated otherwise in the relevant agreement may be delivered by fax and/or e-mail to the fax number and/or e-mail address.
2. Deliveries shall be deemed effective:
 - (a) upon a confirmation of a receipt of a letter by the addressee,
 - (b) if letters are sent by fax, upon a receipt by the sending party of a return confirmation of receipt (the so-called fax transmission report),
 - (c) if the letter is send via e-mail upon its receipt by the e-mail server of the addressee.
3. Any communication under the relevant agreement shall be made in Polish and/or English. The Customer may request communication in any of these languages.

§ 7. COMPLAINTS

¹ *MiFID II – jointly (i) the Directive 2014/65/EU of the European Parliament and of the Council of 15 May 2014 on markets in financial instruments and amending Directive 2002/92/EC and Directive 2011/61/EU (ii) Regulation (EU) No 600/2014 of the European Parliament and of the Council of 15 May 2014 on markets in financial instruments and amending Regulation (EU) No 648/2012 and (iii) any delegated acts including Polish acts and regulations adopted with the aim to implement provisions of acts referred to in point (i) and (ii).*



Any complaint about the quality of the Banks's service under the relevant agreement should be referred to the Customer's usual HSBC representative or, alternatively, to pl.cmb.complaints@hsbc.com. Further details of the complaints-handling process, including information about complaints management policy and the contact details, are available on request.

§ 8. MISCELLANEOUS

1. The Bank may amend this Supplementary Terms by sending the amended version thereof to the Customers.
2. The amended Supplementary Terms shall become effective on the date set by the Bank, however not earlier than after 14 days from their delivery, unless the Customer terminates the relevant agreement signed with the Bank within 14 days from a receipt of the amended Supplementary Terms.
3. These Terms of Business shall come into force on 1 April 2019.