

The following terms and conditions supplement, and shall be read together with, the relevant terms and conditions that are applicable to each customer's bank deposit account(s) held with HSBC Bank Australia Limited and/or The Hongkong and Shanghai Banking Corporation Limited, Sydney Branch (separately and collectively referred to as the "Bank")

New Payments Platform

1 Definitions

E-Channel means any electronic banking systems provided by the Bank or any member of HSBC Group to its customers.

NPP Payments means payments made or received electronically through an E-Channel via the New Payments Platform which facilitates a 24/7 basis near real-time clearing and settlement of AUD payments between participating financial institutions in Australia. For this purpose, "24/7" means 24 hours per day over a period of 7 days per week.

New Payments Platform means the electronic payment platform developed and operated by or on behalf of NPP Australia Limited (ABN 68 601 428 737) in Australia which facilitates the NPP Payments.

2 Application

- 2.1 These terms will apply if and when a customer makes or receives a payment via the New Payments Platform.
- 2.2 The availability of the NPP Payments service (whether deposits or withdrawals) is subject to the Bank remaining as a participating financial institution under the New Payments Platform scheme and provided that the relevant service or functionality under the scheme has been made available by the Bank to its customers and is not yet withdrawn by the Bank.

3 Deposits and Withdrawals

- 3.1 NPP Payments may be credited to a customer's account(s) held with the Bank within a few seconds of the sender making it provided that the funds are received timely from the sender's bank and the New Payments Platform that allows this is running smoothly at the particular time.
- 3.2 The Bank does not guarantee that the New Payments Platform will function and operate smoothly at all times. In the event the New Payments Platform does not operate properly for any reason, whether due to system failure or otherwise, the customer has the option to use other methods of payment which may take longer to process and clear. The Bank is also unable to control the manner in which the beneficiary's bank processes an NPP Payment. Accordingly, the Bank is unable to guarantee that an NPP Payment will always be received near real-time nor the exact time the payment will be received by the beneficiary. It is each customer's responsibility to allow for sufficient time for processing of payments to the beneficiary in case any payment cannot be effected timely via the New Payments Platform.
- 3.3 The Bank shall not be liable for any loss or damage that may arise, whether directly or indirectly, as a result of or in connection with any delay or failure in the receipt of an NPP Payment by the beneficiary due to any act or omission which is not caused by the Bank or which is beyond its control.
- 3.4 For the avoidance of doubt, existing terms and conditions relating to payments credited by error or mistake into customer's account(s) shall also apply to NPP Payments.

Foreign Exchange Transparency Requirements

1 Definitions

Disruption Event means any event where:

- a. The foreign currency markets are not trading under normal conditions, or during periods of abnormal volatility or liquidity, or execution of any trade is prevented or delayed for reasons beyond the Bank's reasonable control. This includes but is not limited to: delays in receipt of customer instructions, a need to satisfy local regulatory requirements, war, terrorism, civil disturbances, industrial actions, natural events (such as flood, storm or earthquake), pandemic, action of a government or governmental agency, change in law or regulation (or change in the interpretation of law or regulation), delays in, or malfunction of, market matching processes equipment, software and/or trading systems (whether due to internal or external factors or causes); or
- b. The Bank does not execute a transaction because it reasonably deems it necessary to ensure compliance with its legal or regulatory obligations (for example, but without limitation, to: (i) ensure fair and transparent outcome for customers; and/or (ii) minimise the impact on the orderly and transparent operation of financial markets).

HSBC Exchange Rate means the rate as determined by the Bank in its sole discretion and which the Bank uses to convert payments and other transactions to and from currencies which are different from the currency of a customer's account. Unless otherwise stated, any firm or indicative rate quoted by the Bank to a customer is an "all-in" price, inclusive of any margin applied to the rate at which the Bank may be able to transact in the market, whether the rate is quoted electronically or by a Bank staff. The Bank may offer different rates to different customers for the same or similar type of transaction based on prevailing market conditions, and in no particular order, the following factors or transaction specific circumstances:

- The foreign currency market for each currency the Bank offers, which may change constantly;
- The size of the payment;
- Whether the Bank is buying or selling the currency;
- Infrastructure and other operational costs;
- The method used for executing the transaction;
- The commercial return on risk the Bank undertakes under the specific transaction and the Bank's risk appetite;
- Any customer specific factors relating to the business which the customer conducts with the Bank;
- Any prior agreement the Bank has made with the customer;
- The prevailing market conditions and transaction specific circumstances.

2 Application

These terms will apply if and when a customer requests the Bank to carry out a remittance instruction in a currency other than the currency in which the customer's account is denominated or where the Bank is required to make a currency conversion with respect to any transactions relating to a customer's account.

3 Foreign Currency Conversions

- 3.1 When a customer requests the Bank to make a payment in a currency that is not the currency of the customer's account, the Bank will inform the customer the HSBC Exchange Rate that applies to the customer at that time. The Bank will not change the rate if the instruction can be and is processed immediately. However, if, for any reason, the instruction cannot be, or is not, processed immediately, or if the Bank has not agreed a specific rate with a customer and the customer tells or requests the Bank to proceed with the transaction nonetheless, the customer agrees that the Bank will apply the HSBC Exchange Rate that applies at the time the Bank processes the conversion.
- 3.2 Where a customer receives a credit into, or incur a charge or other debit in respect of, the customer's account and the amount is denominated in a currency which is not the currency of the customer's account, the Bank will automatically convert such amount into the currency of the customer's account using the HSBC Exchange Rate that applies at the time the Bank processes the conversion.
- 3.3 If any payment is returned to the Bank, or the Bank is unable to make a payment for any reason, or the Bank otherwise cancels a payment instruction, the Bank will reverse such payment using the HSBC Exchange Rate at the time the Bank processes the conversion for the payment reversal. If the HSBC Exchange Rate is different to the initial HSBC Exchange Rate, the amount the Bank pays back when the Bank reverses the payment may be more or less than the amount the Bank originally took from the customer's account. The Bank will not be responsible for any loss, fees and costs resulting from such conversion save and except for the shortfall (if any) of the lesser amount that the customer receives from the reversed payment to the extent that it is a direct result of the Bank's gross negligence or wilful misconduct.
- 3.4 The Bank will use its reasonable efforts to execute any transaction, acting in good faith and a commercially reasonable manner, but it may not be able to do so if it determines that a Disruption Event has occurred.

[End]