

# HSBC InvestDirect International Account Application Pack

## Getting started

Unless stated otherwise, all information in this application pack is mandatory. Before sending your application to us, please make sure you've completed:

- all information requested within this application pack in BLOCK CAPITALS
- the Common Reporting Standards (CRS) form on page 7

If you'd like to trade on the US Markets, you'll also need to complete:

- the 'NYSE Agreement for Market Data Display Services' (Form A) on page 10
- the 'Standalone NASDAQ Subscriber Agreement' (Form B) on page 13; and
- a W-8 BEN or W-9 form (whichever is appropriate for you), which are provided by the US Internal Revenue Service (IRS). You can find these at [irs.gov/forms-instructions](https://www.irs.gov/forms-instructions)

If you hold/have applied for a joint bank account and would both like access to online Sharedealing, please download another application form as you will need two separate InvestDirect International Accounts. InvestDirect International is only available to individuals (joint applications cannot be accepted).

## Section 1 – Personal details

Title	Mr <input type="checkbox"/> Mrs <input type="checkbox"/> Miss <input type="checkbox"/> Ms <input type="checkbox"/> Mx <input type="checkbox"/> Other, please specify (e.g. Dr) <input type="text"/>
First name	<input type="text"/>
Last name	<input type="text"/>
Date of birth (DD/MM/YYYY)	<input type="text" value="D"/> <input type="text" value="D"/> <input type="text" value="M"/> <input type="text" value="M"/> <input type="text" value="Y"/> <input type="text" value="Y"/> <input type="text" value="Y"/> <input type="text" value="Y"/>
Mother's maiden name (if not known, please put 'Unknown')	<input type="text"/>
Home telephone	<input type="text"/>
Mobile	<input type="text"/>
Email	<input type="text"/>

Are you a director, a five percent (5%) shareholder or policy making officer of any company that is publicly traded on United States markets?

Yes  No

Are you an HSBC staff member?

Yes  No

## Section 2 – Residency and nationality

InvestDirect International is only available to residents of eligible countries. You should check if your country of residence is on our list by visiting [expat.hsbc.com/wealth/investments/products/shares](https://www.ubs.com/wealth/investments/products/shares).

InvestDirect International service is **not available to United States (US) Persons** for tax purposes. The Internal Revenue Service (IRS) define a US Person as a US citizen, permanent US resident or someone regarded as being resident in the US by virtue of time spent there. If you're unsure of your US Person status, please check this with the IRS before applying.

Permanent residential address

Postcode

Time at address Years  Months

If you've lived at your current address for less than 3 years, please provide your **FULL** previous residential address below.

Previous permanent residential address

Postcode

Time at address Years  Months

Country of residence for tax purposes

If you have more than one country of residence for tax purposes, please list them **ALL** below.

  
  


Nationality (Citizenship)

If you have more than one nationality, please list them **ALL** below.

# Nationality and nationality identifier

- Please find below a list of countries and their corresponding nationality identifier.
- Please locate the country that you are a national of and supply the relevant nationality identifier information in the nationality identifier details box.
- If you are a national of two or more countries, please supply the nationality identifier information for all of the countries you are a national of.

Country	Nationality identifier type	Nationality identifier details
<b>Belgium</b>	Belgian National Number	
<b>Bulgaria</b>	Bulgarian Personal Number	
<b>Croatia</b>	Personal Identification Number	
<b>Cyprus</b>	National Passport Number	
<b>Czech Republic</b>	National Identification Number, or; Passport Number	
<b>Denmark</b>	Personal Identity Code	
<b>Finland</b>	Personal Identity Code	
<b>Greece</b>	10 digit DSS Investor Share Number	
<b>Italy</b>	Fiscal Code	
<b>Latvia</b>	Personal Code	
<b>Liechtenstein</b>	National Passport Number, or National Identity Card Number	
<b>Lithuania</b>	Personal Code, or National Passport Number	
<b>Malta</b>	National Identification Number, or National Passport Number	
<b>Netherlands</b>	National Passport Number, or National Identity Card Number	
<b>Norway</b>	11 digit Personal ID Number	
<b>Poland</b>	National Identification Number, or Tax Number	
<b>Portugal</b>	Tax Number, or National Passport Number	
<b>Romania</b>	National Identification Number, or National Passport Number	
<b>Slovakia</b>	Personal Code, or National Passport Number	
<b>Slovenia</b>	Personal Code	
<b>Spain</b>	Tax Number	
<b>Sweden</b>	Personal Identity Number	
<b>United Kingdom</b>	National Insurance Number	

If your country doesn't appear in the above table, please complete the below:

Country	Nationality identifier type	Nationality identifier details
	Passport Number	
	Passport Number	
	Passport Number	

## Section 3 – Settlement

Your InvestDirect International account lets you settle your trades in Sterling, US Dollars or Euros via your InvestDirect International Settlement Account(s). Your Settlement Account(s) will be linked directly to, and will automatically move cash to and from, your HSBC Expat Current Account(s) when required.

You'll need an HSBC Expat Current Account in each currency you'd like to settle your trades in. If you don't currently have an HSBC Expat Current Account in the right currency, you can apply for one at [expat.hsbc.com/accounts/products/bank-account](https://expat.hsbc.com/accounts/products/bank-account). **This account will need to be opened before you apply for your InvestDirect International Account.**

So we can open the right Settlement Accounts for you, please confirm which currencies you'd like to settle your trades in, along with your HSBC Expat Current Account details below. You can apply for additional Settlement Accounts at a later stage if you wish.

**I would like to settle my trades in the following currencies (you can select more than one currency):**

**Sterling** Yes  No

My HSBC Expat **Sterling** sort code and account number is:

Sort code   -   -   Account number

**US Dollars** Yes  No

My HSBC Expat **USD** account number is:

Account number    -         -

**Euros** Yes  No

My HSBC Expat **Euro** account number is:

Account number    -         -

## Section 4 – Dividends

Please specify below how you would like us to pay any dividends to you. **(Please select one payment method only).**

I would prefer to receive cash

**or**

I would prefer to receive Shares (SCRIP dividend) where available.  
**(You may still receive cash dividends where SCRIP isn't offered by the issuer)**

Where you're due to receive a cash dividend payment, we'll pay this to one of the Settlement Accounts you've asked for in section 3 of this application. Please indicate which of these settlement accounts you'd like us to pay any cash dividends to.

**Please ensure you've provided corresponding HSBC Expat Current Account details in section 3 (above) for the Settlement Account you select below. Please select ONE Settlement Account only**  
 (you can change this at a later date by calling us).

My **Sterling** Settlement Account

My **US Dollar** Settlement Account

My **Euro** Settlement Account

**IMPORTANT** – if your cash dividend payment is in a different currency to your chosen settlement account (e.g. you receive a cash dividend in USD but your chosen settlement account is in Sterling), your cash dividend will be subject to a foreign exchange (FX) transaction.

## Section 5 – US Trading

As part of the InvestDirect International service you're able to apply for access to the US Stock Market to trade in US securities.

Please indicate below whether you'd like access to the US Stock Market:

Yes  No

**If you'd like access to the US Stock Market, you'll also need to complete (please tick to confirm you've completed these documents):**

The 'NYSE Agreement for Market Data Display Services' (Form A) on page 10

The 'Standalone NASDAQ Subscriber Agreement' (Form B) on page 13; and

The W-8 BEN or W-9 form (whichever is appropriate for you)

The W-8 BEN and W-9 forms are provided by the IRS and can be found at [irs.gov/forms-instructions](https://www.irs.gov/forms-instructions). You should download the relevant form from the IRS website, complete it and send it in with this application pack.

## Section 6 – Your Agreement

We will use your information as set out in the HSBC UK privacy notice which can be found at [hsbc.co.uk/privacy-notice](https://www.hsbc.co.uk/privacy-notice) and the HSBC Bank plc, Jersey branch privacy notice which can be found at [expat.hsbc.com/privacy](https://www.expat.hsbc.com/privacy). This will include using your information in order to administer your HSBC InvestDirect International Account, and HSBC Bank plc, Jersey Branch and HSBC UK Bank plc will share and keep your information to do this. Any calls that may or do lead to a transaction may be recorded and HSBC UK Bank plc will keep these records.

### Information about Products, Services and Promotions

**Please refer to the 'Your Information' Clause in the HSBC InvestDirect International Account Terms & Conditions which explains how we will use this information.**

If you agree, the HSBC Group may use and share relevant information about you, your transactions and your relationships with the HSBC Group, to give you information about products, services (including mortgages) and promotions available from HSBC Group companies and those of selected third parties which may interest you by post, telephone, electronic and other means.

The HSBC Group may also exchange, analyse and use relevant information about you in the way described above to ensure that promotional content displayed to you on screen when you log on to HSBC Group websites is more likely to be relevant and of interest. If you'd like us to contact you about such products and services, or use what we know about you to help decide what we display to you on our websites, please let us know by ticking the appropriate box(es) below:

Post       Email       Telephone       Mobile Messaging

By signing this application, you agree that we can use your information in the way set out above and in our InvestDirect International Account Terms and Conditions.

#### I declare that

- I am aged 18 years or over.
- I am not a US Person as defined by the US Internal Revenue Service (IRS).
- I've received and read the relevant Key Features Document and agree to the InvestDirect International Terms and Conditions.
- I've not received any advice from HSBC UK Bank plc, Jersey branch or any of its employees about using this service.
- This application form has been completed to the best of my knowledge and belief and I will notify HSBC UK Bank plc without any delay of any changes in my circumstances affecting any of the information given in this application.

Signature (sole applications only)

Date (DD/MM/YYYY)

D	D	M	M	Y	Y	Y	Y
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CIN

Worktype

X	D	C	S	F	R
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# Common Reporting Standard (CRS) & Foreign Account Tax Compliance Act (FATCA) Individual Form

In order to comply with tax regulations in the United Kingdom, we need to make sure we have the right tax information for you.

Please confirm your up to date personal and tax information so that we can update our records. This form will cover all the accounts you hold with HSBC UK Bank.

If you are a joint account holder only, we request that all parties complete a copy of the form as each party has their own separate tax information.

## PART I. Account holder information

First name(s)

Family name/surname

The place where I live  
- full address including  
country

Date of birth  
(DD/MM/YYYY)

D	D	M	M	Y	Y	Y	Y
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City and country  
of birth

Please tick this box if you only pay tax in the UK

Please tick this box if you are a US Person

A US person for FATCA purposes includes US tax residents, US Citizens (even if residing outside the US) and resident aliens of the USA. (If you have only ticked the first box 'Please tick this box if you only pay tax in the UK' you do not need to complete Part II, therefore please continue straight to Part III)

## PART II. Tax residence (continue on a separate sheet if necessary)

I am a tax resident in the following countries and my Tax Identification Number (TIN) or equivalent is provided for each country.

If you don't know your TIN, you can contact the tax authority in that country and request it from them.

Some countries may use other numbers to identify their residents for tax purposes (examples include: Hong Kong ID, Canadian Social Insurance Number or Social Security Number).

Country of tax residence	TIN	Reason if TIN unavailable

If you are unable to provide a TIN or equivalent number, please tell us why

Please tick this box if you the account holder is a US person

If "Y" please provide your US TIN

If you are waiting to receive your US TIN, please tick here

### PART III. Differences in Part I and/or II

If the country you live in (Part I) is different from the country(ies) where you are tax resident, you need to tell us why

If the addresses in Part I are different from the country(ies) where you are tax resident in Part II, you need to tell us why

### PART IV. Declaration and signature

I certify that I am the account holder (or am authorised to sign for the account holder) of all the account(s) to which this form relates.

I understand that the Privacy Notes and terms and conditions of my account(s) explain how HSBC UK Bank plc may use and share the information I have provided, in particular how it will be shared with the tax authorities of the country(ies)/jurisdiction(s) where I hold my account(s), and that those tax authorities may exchange this information between themselves as part of the intergovernmental agreements to exchange financial account information. If I have completed this form on behalf of the account holder, I certify that I have their authority and that all relevant individuals have been made aware of the Privacy Notice, and the individual rights and information to HSBC UK Bank plc and that it may be passed to the tax authorities of all countries/jurisdictions where the account holder holds accounts.

I agree to notify HSBC UK Bank plc within 30 days of any change in circumstance that affects the tax residence status of the person named in Part I of this form, or means that the information contained within the form becomes out of date. I agree to provide an updated self-certification form to HSBC within 90 days of any such changes.

**I declare that all statements are, to the best of my knowledge and belief, correct and complete.**

Signature

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**Please tick this box and complete below if you have signed this form on behalf of the account holder**

Capacity

Full name

Full address (including country)

# US Trading

Please only complete the following forms if you've requested access to trade on the US markets.

# A

## New York Stock Exchange (NYSE)

### AGREEMENT FOR MARKET DATA DISPLAY SERVICES

HSBC UK Bank plc (“Vendor”) agrees to make “Market Data” available to you pursuant to the terms and conditions set forth in this Agreement. By executing this Agreement in the space indicated below, you (“Customer”) agree to comply with those terms and conditions. Section 1 sets forth terms and conditions of general applicability. Section 2 applies insofar as Customer receives and uses Market Data made available pursuant to this Agreement as a Nonprofessional Subscriber.

### SECTION 1: TERMS AND CONDITIONS OF GENERAL APPLICABILITY

**1. MARKET DATA DEFINITION** – For all purposes of this Agreement, “Market Data” means (a) last sale information and quotation information relating to securities that are listed on a national securities exchange, (b) such bond and other equity last sale and quotation information, and such index and other market information, as United States-registered national securities exchanges and national securities associations (each, an “Authorizing SRO”) may make available and as the New York Stock Exchange (“NYSE”) may from time to time designate as “Market Data”; and (c) all information that derives from any such information.

**2. PROPRIETARY NATURE OF DATA** – Customer understands and acknowledges that each Authorizing SRO and Other Data Disseminator has a proprietary interest in the Market Data that originates on or derives from it or its market(s).

**3. ENFORCEMENT** – Customer understands and acknowledges that (a) the Authorizing SROs are third-party beneficiaries under this Agreement and (b) the Authorizing SROs or their authorized representative(s) may enforce this Agreement, by legal proceedings or otherwise, against Customer or any person that obtains Market Data that is made available pursuant to this Agreement other than as this Agreement contemplates. Customer shall pay the reasonable attorney’s fees that any Authorizing SRO incurs in enforcing this Agreement against Customer.

**4. DATA NOT GUARANTEED** – Customer understands that no Authorizing SRO, no other entity whose information is made available over the Authorizing SRO’s facilities (an “Other Data Disseminator”) and no information processor that assists any Authorizing SRO or Other Data Disseminator in making Market Data available (collectively, the “Disseminating Parties”) guarantees the timeliness, sequence, accuracy or completeness of Market Data or of other market information or messages disseminated by any Disseminating Party. Neither Customer nor any other person shall hold any Disseminating Party liable in any way for (a) any inaccuracy, error or delay in, or omission of, (i) any such data, information or message or (ii) the transmission or delivery of any such data, information or message, or (b) any loss or damage arising from or occasioned by (i) any such inaccuracy, error, delay or omission, (ii) non-performance or (iii) interruption in any such data, information or message, due either to any negligent act or omission by any Disseminating Party, to any “force majeure” (e.g. flood, extraordinary weather conditions, earthquake or other act of God, fire, war, insurrection, riot, labor dispute, accident, action of government, communications or power failure, equipment or software malfunction) or to any other cause beyond the reasonable control of any Disseminating Party.

**5. PERMITTED USE** – Customer shall not furnish Market Data to any other person or entity and, subject to Paragraph 10, shall use Market Data only for its individual use in its business.

**6. DISSEMINATION DISCONTINUANCE OR MODIFICATION** – Customer understands and acknowledges that, at any time, the Authorizing SROs may discontinue disseminating any category of Market Data, may change or eliminate any transmission method and may change transmission speeds or other signal characteristics. The Authorizing SROs shall not be liable for any resulting liability, loss or damages that may arise therefrom.

**7. DURATION; SURVIVAL** – This Agreement remains in effect for so long as Customer has the ability to receive Market Data as contemplated by this Agreement. In addition, Vendor may terminate this Agreement at any time, whether at the direction of the Authorizing SROs or otherwise. Paragraphs 2, 3 and 4, and the first two sentences of Paragraph 8, survive any termination of this Agreement.

# A

**8. MISCELLANEOUS** – The laws of the State of New York shall govern this Agreement and it shall be interpreted in accordance with those laws. This Agreement is subject to the Securities Exchange Act of 1934, the rules promulgated under that act, and the joint-industry plans entered into pursuant to that act. This writing contains the entire agreement between the parties in respect of its subject matter. Customer may not assign all or any part of this Agreement to any other person. The person executing this Agreement below represents and warrants that he or she has legal capacity to contract and, if that person is executing this Agreement on behalf of a proprietorship or a business, partnership or other organization, represents and warrants that he or she has actual authority to bind the organization.

## SECTION 2: NONPROFESSIONAL SUBSCRIBER

**9. NONPROFESSIONAL SUBSCRIBER DEFINITION** – Nonprofessional Subscriber” means any natural person whom Vendor has determined to qualify as a “Nonprofessional Subscriber” and who is not:

- (a) registered or qualified with the Securities and Exchange Commission ( the “SEC” ) the Commodities Futures Trading Commission, any state securities agency, any securities exchange or association, or any commodities futures contract market or association
- (b) engaged as an “investment advisor” as that term is defined in Section 201(11) of the Investment Advisors Act of 1940 (whether or not registered or qualified under that Act), nor (c) employed by a bank or other organization exempt from registration under Federal and/or state securities laws to perform functions that would require him or her to be so registered or qualified if he or she were to perform such functions for an organization not exempt.

**10. PERMITTED USE** – If Customer is a Nonprofessional Subscriber, he or she shall receive Market Data solely for his or her personal, non-business use.

**11. CERTIFICATION** – By executing this Agreement, Customer hereby certifies that he or she falls within Paragraph 9’s definition of “Nonprofessional Subscriber” and that the personal and employment information that he or she has included in his or her Application Form is truthful and accurate. Customer shall notify Vendor promptly in writing of any change in his or her circumstances that may cause him or her to cease to qualify as a Nonprofessional Subscriber.

**ACCEPTED AND AGREED:** I the “Customer” to which the preceding terms and conditions refer, acknowledge that I have read the preceding terms and conditions, that I understand them and that I hereby agree to comply with those terms and conditions.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the date first above written.

### Customer

Signature

Forename

Surname

Date (DD/MM/YYYY)

### Vendor (office use only)

Signature

Name: HSBC UK Bank plc

Date (DD/MM/YYYY)

# B

## STAND ALONE NASDAQ SUBSCRIBER AGREEMENT

### DISCLOSURE – PLEASE READ

Subscribers must sign a contract entitled The Nasdaq Stock Market, Inc. (“Nasdaq”) Subscriber Agreement (“Agreement”) in order to receive Information [see definition in Paragraph [1] of the Agreement] from Nasdaq. While all terms are important, please particularly note the following. For more information regarding each term, the paragraph number at the end of each term refers to the paragraph in the Agreement where more information can be located.

**RESTRICTIONS ON USES AND TRANSFER:** Subscribers may not provide access to Information or transfer the Agreement to others. The Information is only for personal non-professional use or, if you are a Professional Subscriber (see definition in Paragraph [1] of the Agreement) for internal business use and/or personal use. [Paragraph 3]

**MOST TYPES OF DAMAGES ARE EXCLUDED AND REMAINING DAMAGES ARE LIMITED:** Nasdaq is not liable for trading losses, lost profits or incidental, consequential or other indirect damages, even if the Information is untimely or incorrect. Other damages (if any), are strictly limited (in contract, tort, or otherwise) to a capped amount. [Paragraphs 9 and 10]

**NO IMPLIED OR STATUTORY WARRANTIES OR DUTIES:** All warranties and duties (if any) are eliminated. There are no express warranties except for a Limited Warranty regarding efforts only. STOCK QUOTES MIGHT NOT BE CURRENT OR ACCURATE. [Paragraph 9]

**SUBSCRIBERS PROVIDE AN INDEMNITY:** Subscriber indemnifies and holds harmless Nasdaq for any Claims or Losses (see definition in Paragraph [1] of the Agreement) resulting from Subscriber’s breach of the Agreement, for Subscriber’s infringement of a third party’s intellectual property rights, or from any third party suit related to Subscriber’s use or receipt of the Information. [Paragraphs 13 and 14]

**MARYLAND LAWS AND COURTS APPLY:** Everything relating to the Agreement is governed by the laws of the United States and the State of Maryland and any disputes can only be heard in Maryland. [Paragraph 23]

**NO ORAL AMENDMENTS AND ONLY NASDAQ MAY AMEND:** The Agreement may not be altered orally and may be altered by Nasdaq pursuant to an Agreement procedure which includes notice either to Subscriber or to Vendor. Failure to terminate the Agreement before, or use of Information after, an amendment will be Subscriber’s consent (or confirmation of an earlier consent) to the amendment. [Paragraphs 17 and 21]

**VENDORS CAN IMPACT SUBSCRIBER’S RIGHTS BUT NOT NASDAQ’S RIGHTS:** Vendor does not have authority to change the Agreement. Vendors are obligated to provide notice of Nasdaq changes to Subscriber, but if they do not, Nasdaq’s notice to Vendor is still effective, as to Subscriber including notice of cancellation. [Above Paragraph 1 and Paragraph 17]

**The Agreement appears below. If you are at least 18 years old, sign it as either a Professional or a Non- Professional Subscriber by signing your name or other symbol of your signature on the “Signature” line in the appropriate signature part(s) below.**



# B

## **THE VENDOR AND ITS AGENTS MAY NOT MODIFY OR WAIVE ANY TERM OF THIS AGREEMENT.**

## **ANY ATTEMPT TO MODIFY THIS AGREEMENT, EXCEPT BY NASDAQ, IS VOID.**

## **THE NASDAQ STOCK MARKET INC ("NASDAQ") SUBSCRIBER AGREEMENT**

1. The word "Nasdaq" means The Nasdaq Stock Market, Inc. and its affiliates. The word "Information" means certain data and other information: relating to securities or other financial instruments, products, vehicles or devices; or relating to Persons regulated by Nasdaq or to activities of Nasdaq; or gathered by Nasdaq from other sources. The word "or" includes the word "and". The phrase "Claims or Losses" means any and all liabilities, obligations, losses, damages, penalties, claims, actions, suits, costs, judgments, settlements, and expenses of whatever nature, whether incurred by or issued against an indemnified party or a third party, including, without limitation,

(1) indirect, special, punitive, consequential or incidental loss or damage, (including, but not limited to, trading losses, loss of anticipated profits, loss by reason of shutdown in operation or increased expenses of operation, or other indirect loss or damage) and (2) administrative costs, investigatory costs, litigation costs, and auditors' and attorneys' and fees and disbursements (including in-house personnel). The word "Person" means any natural person, proprietorship, corporation, partnership, or other entity whatsoever. The phrase "Non-Professional Subscriber" means any natural person who is neither: (a) registered or qualified in any capacity with the SEC, the Commodities Futures Trading Commission, any state securities agency, any securities exchange or association, or any commodities or futures contract market or association; (b) engaged as an "investment advisor" as that term is defined in Section 201 (11) of the Investment Advisors Act of 1940 (whether or not registered or qualified under that Act); nor, c) employed by a bank or other organization exempt from registration under federal or state securities laws to perform functions that would require registration or qualification if such functions were performed for an organization not so exempt. The phrase "Professional Subscriber" means all other persons who do not meet the definition of Non-Professional Subscriber. When it appears alone, the word "Subscriber" encompasses all Non-Professional and Professional Subscribers. The phrase "Vendor's Service" means the service from a vendor, including the data processing equipment, software, and communications facilities related thereto, for receiving, processing, transmitting, using and disseminating the Information to or by Subscriber.

2. Subscriber is granted the right to receive from Nasdaq the Information under the terms stated herein or in the NASD Rules. "NASD Rules" shall mean all applicable laws (including intellectual property, communications, and securities laws), statutes, and regulations, the rules and regulations of the SEC, the rules and regulations of Nasdaq including, but not limited to, those requirements established by Nasdaq's rule filings (with such SEC approval as may be required), Nasdaq's decisions and interpretations and any User Guides, or successors of the components of the NASD Rules, as they may exist at the time. For Professional Subscriber, if any payment is due directly to Nasdaq under this Agreement, payment in full is due to Nasdaq in immediately available U.S. funds, within 30 days of the date of an invoice, whether or not use is made of, or access is made to, the Information. Interest shall be due from the date of the invoice to the time that the amount(s) that are due have been paid. Subscriber shall assume full and complete responsibility for the payment of any taxes, charges or assessments imposed on Subscriber or Nasdaq (except for U.S. federal, state, or local income taxes, if any, imposed on Nasdaq) by any foreign or domestic national, state, provincial or local governmental bodies, or subdivisions thereof, and any penalties or interest, relating to the provision of the Information to Subscriber.

3. The Information is licensed only for the personal use of the Non-Professional Subscriber and the internal business use and/or personal use of the Professional Subscriber. By representing to Vendor that Subscriber is a non-professional, or by continuing to receive the Information at a non-professional subscriber rate, Subscriber is affirming to Vendor and Nasdaq that Subscriber meets the definition of Non-Professional Subscriber as set forth in paragraph 1 above. Subscriber will promptly give written notice to Vendor of any change in the name or place of residence or place of business at which the Information is received. Subscriber may not sell, lease, furnish or otherwise permit or provide access to the Information to any other Person or to any other office, or place. Subscriber will not engage in the operation of any illegal business; use or permit anyone else to use the

## B

Information, or any part thereof, for any illegal purpose; or violate any NASD Rule. Professional Subscribers may, on a non-continuous basis, furnish limited amounts of the Information to customers: in written advertisements, correspondence, or other literature; or during voice telephonic conversations not entailing computerized voice, automated information inquiry systems, or similar technologies. Subscriber may not present the Information rendered in any unfair, misleading, or discriminatory format. Subscriber shall take reasonable security precautions to prevent unauthorized Persons from gaining access to the Information.

4. Subscriber acknowledges that Nasdaq, in its sole discretion, may from time to time make modifications to its system or the Information. Such modifications may require corresponding changes to be made in Vendor's Service. Changes or the failure to make timely changes by Vendor or Subscriber may sever or affect Subscriber's access to or use of the Information. Nasdaq shall not be responsible for such effects.

5. Nasdaq grants to Subscriber a non-exclusive, non-transferable license during the term of the Agreement to receive and use the Information transmitted to it by Vendor and thereafter to use such Information for any purpose not inconsistent with the terms of the Agreement or with the NASD Rules. Subscriber acknowledges and agrees that Nasdaq has proprietary rights in the Information that originates on or derives from markets regulated or operated by Nasdaq and compilation or other rights in Information gathered from other sources. Subscriber further acknowledges and agrees that Nasdaq's third party Information providers have exclusive proprietary rights in their respective Information. In the event of any misappropriation or misuse, Nasdaq or its third party information providers shall have the right to obtain injunctive relief for its respective materials. Subscriber will attribute source as appropriate under all the circumstances.

6. Subscriber acknowledges that Nasdaq, as a subsidiary of NASD, when required to do so by NASD in fulfillment of NASD's statutory obligations, may by notice to Vendor unilaterally limit or terminate the right of any or all Persons to receive or use the Information, and that Vendor will immediately comply with any such notice and will terminate or limit the furnishing of the Information and confirm such compliance by notice to Nasdaq. Any affected Person will have available to it such procedural protections as are provided by the Exchange Act and applicable rules thereunder. Neither Nasdaq nor NASD shall have any liability when complying with such NASD notice.

7. Professional Subscriber shall make its premises available to Nasdaq for physical inspection of Vendor's Service and of Professional Subscriber's use of the Information (including review of any records regarding use of, or access to, the Information and the number and locations of all devices that receive Information), all at reasonable times, upon reasonable notice, to ensure compliance with this Agreement. Nonprofessional Subscriber shall comply promptly with any reasonable request from Nasdaq for information regarding the Non-Professional Subscriber's receipt, processing, display and redistribution of the Information.

8. To the extent permitted by applicable law, Subscriber acknowledges and agrees that the termination of the Vendor's Service for failure to make payments shall not be deemed or considered to be, and Subscriber waives any right to represent or assert that any such exercise constitutes, an act or omission or an improper denial or limitation of access by Nasdaq to any service or facility operated by Nasdaq as contemplated in Section 11A of the Exchange Act, or any other provision of the Exchange Act, or any rule, regulation, or interpretation adopted thereunder.

9. NASDAQ'S WARRANTIES/DISCLAIMER OF WARRANTIES. NASDAQ SHALL ENDEAVOR TO OFFER THE INFORMATION AS PROMPTLY AND ACCURATELY AS IS REASONABLY PRACTICABLE. IN THE EVENT THAT THE INFORMATION IS NOT AVAILABLE AS A RESULT OF A FAILURE BY NASDAQ TO PERFORM ITS OBLIGATIONS UNDER THIS AGREEMENT, NASDAQ WILL ENDEAVOR, GIVING DUE REGARD FOR THE COST, TIME, AND EFFECT ON OTHER USERS, TO CORRECT ANY SUCH FAILURE. IN THE EVENT THAT THE INFORMATION IS NOT AVAILABLE, IS DELAYED, IS INTERRUPTED, IS INCOMPLETE, OR IS NOT ACCURATE OR IS OTHERWISE MATERIALLY AFFECTED FOR A CONTINUOUS PERIOD OF FOUR (4) HOURS OR MORE DURING THE TIME THAT NASDAQ REGULARLY TRANSMITS THE INFORMATION DUE TO THE FAULT OF NASDAQ (EXCEPT FOR A REASON PERMITTED IN THIS AGREEMENT OR IN NASDAQ'S AGREEMENT WITH THE VENDOR), SUBSCRIBER'S OR ANY OTHER PERSON'S EXCLUSIVE REMEDY AGAINST NASDAQ SHALL BE (A) IF SUBSCRIBER OR ANY OTHER PERSON CONTINUES TO RECEIVE THE INFORMATION OR ANY OTHER DATA AND/OR INFORMATION OFFERED BY NASDAQ, A PRORATED MONTH'S CREDIT OF ANY MONIES DUE, IF ANY, FOR THE AFFECTED

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INFORMATION DIRECTLY TO NASDAQ FROM SUBSCRIBER, OR, IF APPLICABLE, FROM SAID OTHER PERSON, FOR THE PERIOD AT ISSUE OR, (B) IF SUBSCRIBER OR ANY OTHER PERSON NO LONGER RECEIVES EITHER THE INFORMATION OR ANY OTHER DATA AND/OR INFORMATION OFFERED BY NASDAQ, A PRORATED MONTH'S REFUND OF ANY MONIES DUE FOR THE AFFECTED INFORMATION DIRECTLY TO NASDAQ FROM SUBSCRIBER, OR, IF APPLICABLE, FROM SAID OTHER PERSON, FOR THE PERIOD AT ISSUE. SUCH CREDIT OR REFUND SHALL, IF APPLICABLE, BE REQUESTED BY WRITTEN NOTICE TO NASDAQ WITH ALL PERTINENT DETAILS. BEYOND THE WARRANTIES STATED IN THIS SECTION, THERE ARE NO OTHER WARRANTIES OF ANY KIND, EXPRESS, IMPLIED OR STATUTORY (INCLUDING, WITHOUT LIMITATION, TIMELINESS, TRUTHFULNESS, SEQUENCE, COMPLETENESS, ACCURACY, FREEDOM FROM INTERRUPTION), ANY IMPLIED WARRANTIES ARISING FROM TRADE USAGE, COURSE OF DEALING, OR COURSE OF PERFORMANCE, OR THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE OR PURPOSE.

10. NASDAQ'S LIMITATION OF LIABILITY. (A) EXCEPT AS MAY OTHERWISE BE SET FORTH HEREIN, NASDAQ SHALL NOT BE LIABLE TO SUBSCRIBER, ITS VENDOR OR ANY OTHER PERSON FOR INDIRECT, SPECIAL, PUNITIVE, CONSEQUENTIAL, OR INCIDENTAL LOSS OR DAMAGE (INCLUDING, BUT NOT LIMITED TO, TRADING LOSSES, LOSS OF ANTICIPATED PROFITS, LOSS BY REASON OF SHUTDOWN IN OPERATION OR INCREASED EXPENSES OF OPERATION, COST OF COVER, OR OTHER INDIRECT LOSS OR DAMAGE) OF ANY NATURE ARISING FROM ANY CAUSE WHATSOEVER, EVEN IF NASDAQ HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

(B) NASDAQ SHALL NOT BE LIABLE TO SUBSCRIBER OR ANY OTHER PERSON FOR ANY UNAVAILABILITY, INTERRUPTION, DELAY, INCOMPLETENESS, OR INACCURACY OF THE INFORMATION THAT LASTS LESS THAN FOUR (4) CONTINUOUS HOURS DURING THE TIME THAT NASDAQ REGULARLY TRANSMITS THE INFORMATION OR IF THE INFORMATION IS MATERIALLY AFFECTED FOR LESS THAN FOUR (4) CONTINUOUS HOURS DURING THE TIME THAT NASDAQ REGULARLY TRANSMITS THE INFORMATION.

(C) IF NASDAQ IS FOR ANY REASON HELD LIABLE TO SUBSCRIBER OR TO ANY OTHER PERSON, WHETHER IN TORT OR IN CONTRACT, THE LIABILITY OF NASDAQ WITHIN A SINGLE YEAR (FROM THE EFFECTIVE DATE OF THE AGREEMENT) OF THE AGREEMENT [COMBINED WITH THE TOTAL OF ALL CLAIMS OR LOSSES OF SUBSCRIBER'S VENDOR, AND ANY OTHER PERSON CLAIMING THROUGH, ON BEHALF OF, OR AS HARMED BY SUBSCRIBER] IS LIMITED TO AN AMOUNT OF SUBSCRIBER'S DAMAGES THAT ARE ACTUALLY INCURRED BY SUBSCRIBER IN REASONABLE RELIANCE, AND WHICH AMOUNT DOES NOT EXCEED THE LESSER OF: (I) IF SUBSCRIBER OR ANY OTHER PERSON CONTINUES TO RECEIVE THE INFORMATION OR ANY OTHER DATA AND/OR INFORMATION OFFERED BY NASDAQ, A PRORATED MONTH'S CREDIT OF ANY MONIES DUE DIRECTLY TO NASDAQ FROM SUBSCRIBER, OR, IF APPLICABLE, FROM ANY OTHER PERSON, FOR THE INFORMATION AT ISSUE DURING THE PERIOD AT ISSUE OR, IF SUBSCRIBER OR ANY OTHER PERSON NO LONGER RECEIVES EITHER THE INFORMATION OR ANY OTHER DATA AND/OR INFORMATION OFFERED BY NASDAQ, A REFUND OF ANY MONIES DUE DIRECTLY TO NASDAQ FROM SUBSCRIBER, OR, IF APPLICABLE, FROM ANY OTHER PERSON, FOR THE INFORMATION AT ISSUE DURING THE PERIOD AT ISSUE; OR (II) \$500.00

(D) THIS SECTION SHALL NOT RELIEVE NASDAQ, SUBSCRIBER OR ANY OTHER PERSON FROM LIABILITY FOR DAMAGES THAT RESULT FROM THEIR OWN GROSS NEGLIGENCE OR WILLFUL TORTIOUS MISCONDUCT, OR FROM PERSONAL INJURY OR WRONGFUL DEATH CLAIMS.

(E) SUBSCRIBER AND NASDAQ UNDERSTAND AND AGREE THAT THE TERMS OF THIS SECTION REFLECT A REASONABLE ALLOCATION OF RISK AND LIMITATION OF LIABILITY.

11. THIRD PARTY INFORMATION PROVIDERS' DISCLAIMERS OF WARRANTIES/LIMITATIONS OF LIABILITIES. NASDAQ'S THIRD PARTY INFORMATION PROVIDERS MAKE NO WARRANTIES OF ANY KIND, EXPRESS, IMPLIED OR STATUTORY (INCLUDING, WITHOUT LIMITATION, TIMELINESS, TRUTHFULNESS, SEQUENCE, COMPLETENESS, ACCURACY, FREEDOM FROM INTERRUPTION), ANY IMPLIED WARRANTIES ARISING FROM TRADE USAGE, COURSE OF DEALING, OR COURSE OF PERFORMANCE, OR THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE OR PURPOSE AND THEY SHALL HAVE NO LIABILITY FOR THE ACCURACY OF, OR FOR DELAYS OR OMISSIONS IN, ANY OF THE INFORMATION PROVIDED BY THEM.

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NASDAQ'S THIRD PARTY INFORMATION PROVIDERS SHALL ALSO HAVE NO LIABILITY FOR ANY DAMAGES, WHETHER DIRECT OR INDIRECT, WHETHER LOST PROFITS, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES OF THE SUBSCRIBER OR ANY OTHER PERSON SEEKING RELIEF THROUGH SUBSCRIBER, EVEN IF THE THIRD PARTY INFORMATION PROVIDERS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT WILL THE LIABILITY OF THE THIRD PARTY INFORMATION PROVIDERS OR THEIR AFFILIATES TO SUBSCRIBER OR ANY OTHER PERSON SEEKING RELIEF THROUGH SUBSCRIBER PURSUANT TO ANY CAUSE OF ACTION, WHETHER IN CONTRACT, TORT, OR OTHERWISE, EXCEED THE FEE PAID BY SUBSCRIBER OR ANY OTHER PERSON SEEKING RELIEF THROUGH SUBSCRIBER, AS APPLICABLE.

12. Notwithstanding any other term or condition of this Agreement, Nasdaq, its third party information providers or Subscriber shall not be obligated to perform or observe their respective obligations undertaken in this Agreement (except for obligations to make payments hereunder and regulatory obligations) if prevented or hindered from doing so by any circumstances found to be beyond their control.

13. Subscriber will indemnify and hold harmless Nasdaq and its employees, officers, directors, and other agents from any and all Claims or Losses imposed on, incurred by or asserted as a result of or relating to: (a) any non-compliance by Subscriber with the terms and conditions hereof; (b) any third-party actions related to Subscriber's receipt and use of the Information, whether authorized or unauthorized under the Agreement.

14. Each party warrants and represents and will indemnify and hold harmless (and in every case, Nasdaq shall be permitted to solely defend and settle) another party (including Nasdaq) and their officers, directors, employees, and other agents, against any Claims or Losses arising from, involving, or relating to a claim of infringement or other violation of an intellectual property right by the indemnifying party, its actions or omissions, equipment, or other property. This right is conditioned on the indemnified party giving prompt written notice to the indemnifying party (as does not prejudice the defense) of the Claims or Losses and providing cooperation in the defense of the Claims or Losses (without waiver of attorney-client, work-product or other legal privilege, or disclosure of information legally required to be kept confidential).

15. Subscriber agrees that Nasdaq may enforce the terms of this Agreement against any Person, whether or not Vendor or Subscriber is a party to any such action or against Subscriber itself. In any action there shall be available injunctive relief or damages, with the prevailing party being awarded costs and attorneys' fees (including in-house counsel).

16. In the event of any conflict between the terms of this Agreement and of the Vendor's agreement, the terms of this Agreement shall prevail as between Nasdaq and Subscriber.

17. In addition to terminations permitted under the Vendor's agreement, this Agreement may be terminated by Subscriber on 30 days' written notice to Vendor and by Nasdaq on 30 days' written notice either to Vendor or Subscriber. Nasdaq may also alter any term of this Agreement on 60 days' written notice either to Vendor or Subscriber, and any use after such date is deemed acceptance of the new terms. In the event of Subscriber breach, discovery of the untruth of any representation of Subscriber, or where directed by NASD in its regulatory authority, Nasdaq may terminate this Agreement on not less than three (3) days' written notice to Subscriber provided either by Nasdaq or Vendor.

18. Nasdaq does not endorse or approve any equipment, Vendor, or Vendor's Service.

19. Natural persons executing this Agreement warrant and represent that they are at least eighteen (18) years of age. Subscriber and the Person executing this Agreement on behalf of Subscriber which is a proprietorship, corporation, partnership or other entity, represent that such Person is duly authorized by all necessary and appropriate corporate or other action to execute the Agreement on behalf of Subscriber.

20. All notices, invoices, and other communications required to be given in writing under this Agreement shall be directed to: The Nasdaq Stock Market, Inc., 1735 K Street, NW, Washington, DC 20006, Attn.: Manager: Market Data Distribution, or to Subscriber at the last address known to the Vendor, and shall be deemed to have been duly given upon actual receipt by the parties, or upon constructive receipt if sent by certified mail, postage pre-paid, return receipt requested, at such address or to such other address as any party hereto shall hereafter specify by written notice to the other party or parties hereto.

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21. Except as otherwise provided herein, no provision of this Agreement may be amended, modified, or waived, unless by an instrument in writing executed by a duly authorized signatory of the party against whom enforcement of such amendment, modification, or waiver is sought. No failure on the part of Nasdaq or Subscriber to exercise, no delay in exercising, and no course of dealing with respect to any right, power, or privilege under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of any such right, power, or privilege preclude any other or further exercise thereof or the exercise of any other right, power, or privilege under this Agreement. If any of the provisions of this Agreement, or application thereof to any Person or circumstance, shall to any extent be held invalid or unenforceable, the remainder of this Agreement, or the application of such terms or provisions to Persons or circumstances other than those as to which they are held invalid or unenforceable, shall not be affected thereby and each such term and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

22. The terms of this Agreement apply to those obligations that survive any cancellation, termination, or rescission, namely, obligations relating to intellectual property, indemnification, limitation of liability, warranties, disclaimer of warranties, and Exchange Act related provisions.

23. This Agreement shall be deemed to have been made in the United States in the State of Maryland and shall be construed and enforced in accordance with, and the validity and performance hereof shall be governed by, the laws of the State of Maryland, without reference to principles of conflicts of laws thereof. Subscriber hereby consents to submit to the jurisdiction of the courts of or for the State of Maryland in connection with any action or proceeding instituted relating to this Agreement.

End of The Nasdaq Subscriber Agreement.

# Accessibility

If you need any of this information in a different format, please let us know. **This includes large print, braille, or audio.** You can speak to us using the live chat on our website, by visiting one of our branches, or by giving us a call.

There are also lots of other options available to help you communicate with us. Some of these are provided by third parties who are responsible for the service. These include a Text Relay Service and a British Sign Language (BSL) Video Relay Service. To find out more please get in touch. You can also visit: [hsbc.co.uk/accessibility](https://www.hsbc.co.uk/accessibility) or: [hsbc.co.uk/contact](https://www.hsbc.co.uk/contact).

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