

Wealth Management

Servizzi ta' Investment

Termini tan-negozju

Investment Services

Terms of business

X'fih dan il-ktejjeb

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Introduzzjoni

Introduzzjoni

Dawn it-Termini tan-Negozju jiehdu post it-termini ta' xi ftehim li għamilna miegħek qabel fejn jidhlu servizzi ta' pariri u eżekuzzjoni tal-ordni tal-klijent.

Servizzi ta' investment

Ahna noffru servizzi ta' investment fuq bażi ta' pariri jew ta' eżekuzzjoni tal-ordni tal-klijent*, fir-rigward ta' dawn il-prodotti:

- Prodotti ta' assigurazzjoni fuq il-hajja offruti minn HSBC Life Assurance (Malta) Limited li hija sussidjarja ta' HSBC Bank Malta p.l.c.
- Kuntratti ta' assigurazzjoni linked fit-tul offruti minn HSBC Life Assurance (Malta) Limited li hija sussidjarja ta' HSBC Bank Malta p.l.c.
- Skemi ta' investment kollettiv/UCITS (li jistgħu jkunu/ma jkunux liċenzjati mill-Awtorità Maltija għas-Servizzi Finanzjarji jew notifikati lilha) rakkomandati mill-Fund Centre of Reference tal-HSBC u offruti minn:
 - i. HSBC Global Asset Management (Malta) Limited, li hija liċenzjata mill-Awtorità Maltija għas-Servizzi Finanzjarji u sussidjarja ta' HSBC Bank Malta p.l.c.
 - ii. HSBC Global Asset Management, li hija parti minn HSBC Group, u
 - iii. *Fund Managers* terzi li magħhom għandna ftehim ta' tqassim

Fuq l-istruzzjonijiet tiegħek ahna niehdu hsieb nixtru jew inbighu dawn l-investimenti f'ismek jew f'isem HSBC Bank Malta p.l.c. bħala n-nominat tiegħek.

Jingħata parir ta' investment mill-Bank fuq bażi **mhux-indipendenti**, jiġifieri l-għażla ta' prodotti offruti hija limitata għall-istrumenti finanzjarji meħuda jew ipprovduti mill-entitajiet kif issemma iktar 'il fuq, u li magħhom il-Bank ikollu relazzjoni kuntrattwali. Tista' titlobna lista tal-entitajiet u tal-prodotti li noffru parir dwarhom.

Introduction

These Terms of Business replace the terms of any previous agreement(s) which we have previously entered into with you in respect of advice and execution-only services.

Investment services

We offer advisory and execution only* investment services relating to the following products:

- Life assurance products offered by HSBC Life Assurance (Malta) Limited which is a subsidiary of HSBC Bank Malta p.l.c.
- Linked long-term contracts of insurance offered by HSBC Life Assurance (Malta) Limited which is a subsidiary of HSBC Bank Malta p.l.c.
- Collective investment schemes/UCITS (which may or may not be licensed by/notified to the Malta Financial Services Authority) recommended by HSBC's Fund Centre of Reference and offered by:
 - i. HSBC Global Asset Management (Malta) Limited, which is licensed by the Malta Financial Services Authority and is a subsidiary of HSBC Bank Malta p.l.c.
 - ii. HSBC Global Asset Management, which is part of the HSBC Group, and
 - iii. Third party Fund Managers with whom we hold a distribution agreement

On your instructions we will arrange for you to buy or sell such investments in your name or in the name of HSBC Bank Malta p.l.c. as your nominee.

Investment advice is provided by the Bank on a **non-Independent** basis which means that the range of products offered is limited to the financial instruments issued or provided by entities as mentioned above and with whom the Bank would have a contractual relationship. You may ask us for a list of the entities and of the products we offer advice on.

* Meta jipprovdvi servizzi fuq bażi ta' "eżekuzzjoni tal-ordni tal-klijent", il-Bank ikun qiegħed jeżegwixxi biss l-istruzzjonijiet speċifiċi tiegħek mingħajr ma jagħtik l-ebda parir. Jekk jogħġbok żomm f' moħħok li meta jaġixxi b'dan il-mod, il-Bank ma jkunx qiegħed jevalwa kemm hu xieraq jew approprjat (kif applikabbli) l-istrument jew is-servizz ipprovdut lilek u għaldaqstant, int ma tibbenefikax mill-protezzjoni tal-Conduct of Business Rules tal-MFSA.

*When providing "execution only" services the Bank will be merely executing your specific instructions without providing you with any advice. Please be aware that when acting in this manner, the Bank is not assessing the suitability or appropriateness (as would be applicable) of the instrument or service provided to you and therefore you will not benefit from the protection of the MFSA's Conduct of Business Rules.

Termini tan-negozju

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1. Min aħna

L-*HSBC Bank Malta p.l.c. (C3177)* li għandha uffiċċju registrat f'Nru 116, Triq l-Arcisqof, Valletta, Malta, VLT 1444 hija membru tal-Grupp *HSBC*.*

2. Ir-regolatur tagħna

Aħna liċenzjati biex noffru servizzi ta' investiment mill-Awtorità Maltija għas-Servizzi Finanzjarji li hija r-regolatur ewlieni tagħna. L-Awtorità Maltija għas-Servizzi Finanzjarji (I-MFSA), tinstab fi Triq Notabile, H'Attard.

3. Komunikazzjoni

- 3.1 Parir dwar investiment u servizzi fuq bażi ta' eżekuzzjoni tal-ordni tal-klijent jingħataw wiċċ imb wiċċ f'Malta biss. L-Uffiċjali tal-*Wealth Management* tagħna jkunu disponibbli fil-fergħat tagħna biex jjeħdu l-istruzzjonijiet mingħandek.
- 3.2 Tista' tagħmel kuntatt magħna fl-indirizz jew fuq in-numru tat-telefon li jidhru fuq il-biljett professjonali tal-Premier Relationship Manager jew tal-Financial Planning Advisor tiegħek ('il quddiem imsejha "l-Uffiċjali tal-*Wealth Management*").
- 3.3 Tista' tikkomunika mal-Bank sew bil-Malti kemm bl-Ingliż, u tircievi kopja tat-Termini tan-Negozju biż-żewġ lingwi. Il-Bank jagħtik id-dokumenti u informazzjoni oħra bil-lingwa Ingliża.
- 3.4 Il-verżjoni bil-lingwa Ingliża hija l-verżjoni awtentika u f'każ ta' kunflitt ta' interpretazzjoni bejn il-verżjoni bil-lingwa Maltija u dik Ingliża, il-verżjoni Ingliża tipprevali.

*Il-Grupp *HSBC* ifisser l-*HSBC Holdings plc* u l-kumpaniji sussidjarji u assoċjati tagħha.

Terms of business

1. Introducing ourselves

HSBC Bank Malta p.l.c. (C3177) having its registered address at 116, Archbishop Street, Valletta, Malta, VLT 1444 is a member of the *HSBC Group*.*

2. Our regulator

We are licensed to conduct investment services business by the Malta Financial Services Authority which is our lead regulator. The Malta Financial Services Authority (MFSA), is located in Notabile Road, Attard.

3. Communication

- 3.1 The provision of investment advice and execution only services shall be provided by the Bank only in Malta and on a face to face basis. Our *Wealth Management Officials* will be available at any one of our branches to take your instructions.
- 3.2 You can contact us at the address and telephone number shown on your Premier Relationship Manager / Financial Planning Advisor's (hereinafter "*Wealth Management Officials*") business card.
- 3.3 You will have the opportunity to communicate with the Bank either in Maltese or in English and receive a copy of the Terms of Business in both languages. The Bank will provide you with documents and other information in English language.
- 3.4 The English version is the authentic version and in case of a conflict of interpretation between the Maltese and English versions, the English version shall prevail.

*The *HSBC Group* means *HSBC Holdings plc*, its subsidiaries and its associated companies.

4. Servizzi ta' investiment

4.1 Meta tajniek parir dwar investiment jew hadnilek hsieb xi investimenti fuq istruzzjonijiet tieghek, ma naghtux pariri ulterjuri sakemm inti ma titlobx dan, izda nkunu lesti li naghtuk parir kull meta titlobna. biex naghmlu dan. Dan ifisser li l-Bank ma jaghtikx evalwazzjoni perjodika ta' kemm huma xierqa l-istrumenti finanzjarji fil-portafoll tieghek u ghaldaqstant, ahna nirrakkomandawlek u ninkoraġġuk tikkuntattja lilna jew lil xi *investment advisor* ieħor tal-għażla tieghek biex issirlekk evalwazzjoni tal-investimenti tieghek kull sena. Jekk jogħġbok ara Sezzjoni 17.4 ta' dawn it-Termini tan-Negozju.

Waqf li jinghata l-parir dwar l-investiment, l-investment advisor ikollu bżonn jgħaddik minn proċess biex jifhem iċ-ċirkostanzi personali tieghek u jitlob informazzjoni biex jifhem l-“Għarfien u l-Esperjenza” tieghek. Dan l-assessjar ta' x'inhu xieraq jagħmilha possibbli għall-Uffiċjal tal-*Wealth Management* biex jirrakkomanda prodotti li jghoddu għalik skont l-informazzjoni li tkun tajt.

4.2 Meta ahna naġixxu fuq istruzzjonijiet diretti minghandek biex nixtru jew inbiegħu, jew naghmlu arrangamenti għalik biex tixtri jew tbiegħ, l-informazzjoni pprovduta ma tikkostitwixxix pariri dwar l-investiment.

TWISSIJA: Meta jaġixxi fuq l-istruzzjonijiet diretti minghandek, il-Bank ikun qiegħed sempliċement jeżegwixxi l-ordnijiet speċifiċi tieghek mingħajr ma jaghtik ebda parir. Għandek tkun taf li meta l-Bank jaġixxi b'dan il-mod il-Bank mhux mistenni li jevalwa kemm hu xieraq jew approprjat l-istrument jew is-servizz provdut lilek, u għaldaqstant int ma tgawdix mill-protezzjoni tar-Regoli tal-MFSA dwar il-Kondotta tan-Negozju.

4.3 Is-servizzi ta' investiment li naghtu, sew jekk permezz ta' pariri ta' investiment jew billi neżegwixxu l-ordnijiet neżegwixxu l-ordnijiet diretti tal-klijent, jinghataw biss għar-rigward ta' xiri u bejgħ ta' prodotti ta' investiment jew ta' assigurazzjoni li huma mnizzla fil-Lista Approvata tal-Bank skont kif riveduta minn żmien għal żmien.

4. Investment services

4.1 When we have provided investment advice and arranged any investments for which you have given instructions, we will not give you any further advice unless you request it, but will be glad to advise you at any time you ask us to do so. This means that the Bank will not provide you with a periodic assessment of the suitability of the financial instruments in your portfolio and we therefore recommend and encourage you to contact us or any other investment advisor of your choice to undertake a yearly review of your investments. Please also refer to Section 17.4 of this Terms of Business.

During the provision of investment advice, the investment advisor will need to take you through a process to understand your personal circumstances and also request information to understand your “Knowledge and Experience”. This assessment of suitability will enable the Wealth Management Official to recommend suitable products in line with the information you have provided.

4.2 When we act upon your direct instructions to buy or sell or to make arrangements for you to buy or sell, the information provided will not constitute investment advice.

WARNING: When acting upon your direct instructions, the Bank will be merely executing your specific instructions without providing you with any advice. Please be aware that when acting in this manner, the Bank is not required to assess the suitability or appropriateness (as would be applicable) of the instrument or service provided to you and therefore you will not benefit from the protection of the MFSA's Conduct of Business Rules.

4.3 We provide investment services either through investment advice or by executing your direct instructions in relation only to the purchase and sale of investment and insurance products which are listed on the Bank's Approved List as approved from time to time.

5. II-Politika tal-HSBC dwar Kunflitti ta' Interess

5.1 Kunflitt ta' Interess ("kunflitt") huwa sitwazzjoni meta HSBC Group, jew kumpanija li huwa assoċjat magħha, u/jew impjegati tal-HSBC ikunu suġġetti għal ċerti influwenzi li l-kompetizzjoni fihom tista' teffettwa hażin it-tehid tad-deċiżjonijiet jew ir-riżultat tat-tmexxija tan-negozju fejn jidhol servizz ta' investment/ancillari.

Jistgħu jiġu drabi meta aħna, jew xi klijent ieħor tagħna, ikollu xi forma ta' interess fit-transazzjoni li nkunu qed naghmlu għalik. F'każi bħal dawn, aħna ninkludu biżżejjed dettall biex inti tkun tista' tiegħu deċiżjoni infurmata fir-rigward tas-servizz ta' investment/ancillari li fil-kuntest tiegħu jkun inqala' l-kunflitt ta' interess.

5.2 L-HSBC jipprovdi firxa wiesgħa ta' servizzi finanzjarji, u għalhekk, minn żmien għal żmien jista' jkollu interessi li jikkawżaw kunflitt mal-interessi tal-klijenti jew mad-doveri li jkollu lejn il-klijenti tiegħu.

Jistgħu jinqalgħu kunflitti bejn:

- Klijent u ieħor;
- L-HSBC u klijent;
- Impjegat u klijent;
- Impjegat u l-HSBC; u/jew
- Parti mill-HSBC u oħra.

5.3 L-HSBC stabbilixxa politiki u proċeduri mfassla biex jidentifikaw, u jipprevjenu jew jikkontrollaw il-Kunflitti. Dawn jinkludu arrangamenti biex ikunu mharsa l-interessi tal-klijenti. L-istrutturi organizzattivi tal-HSBC huma mfassla b' mod li mgħiba li tista' twassal għal kunflitt ma tiġix inċentivata jew ma tingħatax rikonoxximent.

5.4 Fejn ikun meħtieġ, l-HSBC jillimita ċerta informazzjoni milli tgħaddi għand ċerti impjegati biex jiproteġi l-interessi tal-klijenti tiegħu u biex ma jkunx hem aċċess li mhux xieraq għall-informazzjoni tal-klijent.

5.5 L-HSBC jista' wkoll jinnegozja bħala l-Prinċipal tal-kont tal-investment tiegħu u jista' jkun qed iqabbel it-transazzjonijiet ma' ta' klijent ieħor. F'każ bħal dan, għandna l-proċeduri neċessarji biex jiproteġu l-interessi tal-klijent.

5. HSBC Policy on Conflict of Interest

5.1 A conflict of Interest ('conflict') is a situation or arrangement where HSBC Group, or a company with which it has an association, ('HSBC') and/or any of its employees is subject to multiple influences the competition of which might adversely affect decision-making or outcomes in the course of conducting business with respect to investment/ ancillary service.

Occasions can arise where we, or one of our other clients, will have some form of interest in business which we are transacting for you. In such cases, we shall include sufficient detail to enable you to take an informed decision with respect to the investment/ancillary service in the context of which the conflict of interest arises.

5.2 HSBC provides a wide range of financial services, hence may from time to time have interests that conflict with its clients' interests or with the duties that it owes to its clients.

Conflicts can arise between:

- One client and another;
- HSBC and a Client;
- An employee and a client;
- An employee and HSBC; and / or
- One part of HSBC and another.

5.3 HSBC has established policies and procedures that are designed to identify, and prevent or manage Conflicts. These include arrangements to safeguard the interests of clients. HSBC's organisational structures are designed so that behaviour that could lead to Conflicts is not incentivised or rewarded.

5.4 Where necessary, HSBC restricts the flow of information to certain employees in order to protect its clients' interests and to prevent improper access to client information.

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

5.6 F'ċerti każi, il-proċeduri u l-kontrolli tal-HSBC jistgħu ma jkunux biżżejjed biex jassiguraw li ma ssirx ħsara lill-interessi tal-klijent minħabba kunflitt ta' interess li jista' jinqala'. L-HSBC jista' jiżvela l-possibbiltà ta' kunflitt ta' interess lill-klijent, filwaqt li jispjega kif ikunu ttrattati dawn il-kunflitti u kif jitnaqqas ir-riskju ta' ħsara lill-interessi tal-klijent. Liżvelar isir qabel jintemm il-kuntratt, b'mezz li jibqa', u filwaqt li jkun meqjus x'tip ta' klijent ikun, dan ikun jinkludi biżżejjed dettall biex il-klijent ikun jista' jieħu deċiżjoni infurmata. Madankollu, f'xi drabi, id-dmir tal-kunfidenzjalità lejn xi klijent jista' jillimita l-informazzjoni li tkun żvelata lil klijent ieħor.

F'ċerti każi, l-HSBC jista' jikkunsidra li ma jirrapprezentax lil xi klijent, jew lil iktar minn wieħed. Pereżempju jekk:

- Kunflitt ikun kbir wisq;
- L-obbligi tal-kunfidenzjalità ma jhallux li tiġi żvelata ċerta informazzjoni; u/jew
- Ma jistax jinkiseb kunsens b'mod infurmat, jew mhux biżżejjed biex ikun ikkontrollat Kunflitt.

5.7 Jekk ikollok xi mistoqsijiet oħra li għandhom x'jaqsmu mal-proċeduri li jhaddem l-HSBC, għandek tikkuntattja lill-Uffiċjal tal-*Wealth Management* rispettiv tiegħek, u dan iressaq il-mistoqsija tiegħek fejn hemm bżonn. Tista' ssib is-Sommarju tal-Politika relatata mal-Kunflitti ta' Interess tal-HSBC fuq il-websajt tagħna.

6. L-istruzzjonijiet tiegħek

- 6.1 Ahna nitolbu lill-klijenti jagħtuna l-istruzzjonijiet bil-miktub, biex nevitaw nuqqas ta' ftehim.
- 6.2 Int trid tavżana bil-miktub b'dawk l-individwi awtorizzati li jagħtuna struzzjonijiet f'ismek. Ikun jeħtiġilna nidentifikaw lil dawn l-individwi, skont kif hemm spjegat f'Sezzjoni 12, u int trid tagħtina xempji tal-firem tagħhom. Meta nircievu struzzjonijiet ta' xi persuna li hi, jew li jidhrilna in bona fede li hi, awtorizzata biex tagħti dawk l-istruzzjonijiet, ahna nistgħu, mingħajr ma nagħmlu iktar mistoqsijiet, naċċettaw dawk l-istruzzjonijiet u naġixxu fuqhom.

5.6 In some cases, HSBC's procedures and controls may not be sufficient to ensure that a potential conflict of interest does not damage a client's interests. HSBC may make general disclosures to clients about certain types of potential conflicts, explaining how such conflicts are managed to mitigate the risk of damage to clients' interests. Specific disclosures will be made prior to the conclusion of a contract, in a durable medium, and include sufficient detail, taking into account the nature of the client, to enable that client to take an informed decision. However at times, a duty of confidentiality to one client might limit the disclosures that can be made to another.

In some cases, HSBC will consider declining to act for one of more clients. For example if:

- A conflict is too great;
- Confidentiality obligations prevent adequate disclosure; and / or
- Informed consent cannot be obtained, or is an insufficient control to manage a Conflict.

5.7 You may have further questions which relate to the underlying procedures related to conflict within HSBC. In such cases you should contact your respective Wealth Management Official who will direct your query accordingly. The HSBC Conflicts of Interest Policy Summary is available on our website.

6. Your instructions

- 6.1 We require our clients to give us instructions in writing, to avoid possible disputes.
- 6.2 You will advise us in writing of any individuals authorised to instruct us on your behalf. We would need to identify such individuals as detailed in Section 12 and provide us with specimen copies of their signatures. We may, without further enquiry, accept and act on the instructions of any person who is, or in good faith is believed to be, authorised to give such instructions.

6.3 Madankollu, aħna nistgħu nirrifjutaw li naġixxu fuq l-istruzzjonijiet tiegħek jew fuq dawk li jingħataw f'ismek jekk ikollna xi dubji dwar l-awtenticità tagħhom jew jekk l-eżekuzzjoni tagħhom tkun se tikser xi liġi, xi prattika tas-suq, xi politika ta' HSBC Group, xi regola jew regolament ta' xi organizzazzjoni awtoregulatorja rilevanti li nagħmlu parti minnha.

Jekk jogħġbok ara wkoll Sezzjoni 13.3

7. Drittijiet u kummissjoni

7.1 Ghalkemm bħalissa aħna ma nitolbux hlas ta' drittijiet talli nagħtu pariri ta' investiment u ta' eżekuzzjoni tal-ordni tal-klijent, nistgħu nitolbu hlas għar-rigward ta' ċerti servizzi li inti titlobna. Madankollu, qabel ma nagħmlu xi xogħol li għalih jintalab hlas, inti tingħata d-dettalji bil-miktub tad-drittijiet li tkun se tintalab thallas. Fejn l-ammont ma jistax ikun magħruf bil-preċiż, il-mod kif ikun inhadem l-ammont jiġi spjegat ċar lilek qabel ma jingħata s-servizz. Int trid thallasna dawn l-ispejjeż u drittijiet malli aħna nitolbuhomlok. Aħna nipprovdur wkoll informazzjoni importanti bi spjegazzjoni tal-valuri / spejjeż tal-investimenti tiegħek.

7.2 Aħna nistgħu nħallsu jew nirċievu drittijiet, kummissjonijiet jew benefiċċji oħra non-monetarji lil, jew minn għand, xi kumpanija fil-Grupp HSBC jew parti terza oħra, fejn dan huwa permess mill-MFSA, għall-investimenti magħmula. Aħna nagħtuk rendikont separat tal-arranġamenti essenzjali marbuta ma' dawn id-drittijiet, kummissjonijiet jew benefiċċji non-monetarji. Eżempji ta' benefiċċji non-monetarji jinkludu: parteċipazzjoni f'konferenzi, seminars u avvenimenti oħra ta' taħriġ fuq il-benefiċċji u l-karatteristiċi ta' strument finanzjarju partikulari jew ta' servizz finanzjarju, informazzjoni jew dokumentazzjoni relatata ma' strument finanzjarju jew servizz ta' investiment, għotja ta' valur de minimis, bħal ikel u xorb waqt *business meeting* jew konferenza, seminar jew avvenimenti ta' taħriġ oħrajn.

6.3 We may however refuse to act on your instructions or those given on your behalf if we are in any doubt as to their authenticity or if acting on them would be a breach of any law, market practice, HSBC Group policies or rules and regulations of any relevant self-regulatory organisation to which we may belong.

Please refer also to Section 13.3.

7. Fees and commission

7.1 Although we do not currently charge fees for the provision of investment advice and execution only services, we may do so in respect of certain services you ask us to provide. However, before we carry out any chargeable work, you will be given written details of the fees to be charged. Where the amount cannot be ascertained, the method of calculating that amount will be clearly disclosed prior to providing the service. Once we have provided such notification, you will pay us, on demand, such costs and charges.

7.2 We 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 MFSA rules for investments made. We will provide you with separate disclosure of the essential arrangements relating to such fees, commissions or non-monetary benefits.

Examples of non-monetary benefits include: participation in conferences, seminars and other training events on the benefits and features of a specific financial instrument or an investment service, information or documentation relating to a financial instrument or an investment service, hospitality of a reasonable de minimis value, such as food and drink during a business meeting or a conference, seminar or other training events.

- 7.3 Ahna niprovdu wkoll informazzjoni importanti bi spjegazzjoni tal-valuri/spejjeż tal-investimenti tiegħek.
- 7.4 Għal xiri ta' somma f'daqqa ta' skemi ta' investiment kollettiv, il-Bank jiddebita l-kont tiegħek fuq konsiderazzjoni totali mad-data tal-hlas. Għal kontribuzzjonijiet ta' premium regolari/tafaddil, il-Bank għandu jiddebita l-kont tiegħek fuq il-kontribuzzjoni fid-data dovuta. Jekk jogħġbok aċċerta ruħek li żżomm fondi kklerjati u li l-istruzzjonijiet ta' debitu jkunu riċevuti fi żmien adegwat peress li għal kwalunkwe dewmien ikun hemm spejjeż u riskju għalik.

8. Flus tal-kijenti u Skemi ta' kumpens

- 8.1 Sakemm ma nkunux għamilna xi ftehim separat miegħek, l-Uffiċjali tal-Wealth Management ma jżommux flus tiegħek. Dan ifisser li l-Uffiċjali tal-Wealth Management la jjeħdu flus kontanti u lanqas jaċċettaw ċekk miktub lilna (sakemm ma jkunx ċekk bi hlas ta' kont li nkunu bghatnielek għal drittijiet jew spejjeż maħruġa).
- 8.2 Jekk inżommu xi flus f'ismek, dan nagħmluh biss fil-kapaċità tagħna ta' Bankier. Il-flus tiegħek jinżammu f'kont jew kontijiet li jkunu f'ismek u jiġu ttrattati bl-istess mod bħall-flejjes kollha depożitati magħna.
- 8.3 F'ċerti ċirkustanzi, flejjes aċċettati minnek jew li huma dovuti lilek, riżultat ta' xiri jew bejgħ ta' investiment, jistgħu jinżammu għall-benefiċċju tiegħek f'kont ta' klijent f'isem il-bank sakemm l-investiment isir jew it-transazzjoni tiġi pproċessata. Lebda imghax ma jithallas mill-bank fuq il-flejjes miżmuma f'dan il-kont.

- 7.3 For investment funds, we will also provide important information with breakdowns of the costs/charges of your investments.
- 7.4 For lump sum purchase of collective investment schemes, the Bank will debit your account with the total consideration on settlement date. For regular premium/savings contributions, the Bank will debit your account on contribution due date. Please ensure you hold cleared funds and debit instructions are received in good time as any delays will be at your own cost and risk.

8. Clients' money and Compensation Schemes

- 8.1 Unless we have entered into a separate agreement with you, Wealth Management Officials will not hold your money. This means that Wealth Management Officials will not handle cash or accept a cheque made payable to us (unless it is a cheque in settlement of charges or disbursements for which we have sent you a bill).
- 8.2 Any money which we hold for you will only be held by us in our capacity as Banker. 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.
- 8.3 In certain circumstances, monies accepted from you or which are due to you as a result of purchase or sale of investments may also be held for your benefit in a clients' account under our name until the relevant investment is made or transaction is processed. No interest shall be payable by us on such monies held for your account.

Flejjes jistgħu ukoll jiġu miżmuma f'kont ta' klijent f'isem il-bank:

– meta l-istruzzjonijiet huma insuffiċjenti u ambigwi, bħal meta n-numru tal-kont tal-investment rilevanti ma jiġix iddikjarat, jew meta jingħataw istruzzjonijiet insuffiċjenti u ambigwi dwar pagamenti fuq xi istruzzjonijiet ta' xiri mill-ġdid;

– meta pagamenti tad-dividendi ma jistgħux jiġu investiti minħabba istruzzjonijiet żbaljati/mhux kompluti jew minħabba li l-kont tal-investment ikun ingħalaq bejn d-data tal-gheluq tar-registru u d-data tal-pagament tad-dividend.

Lebda imghax ma jithallas mill-bank fuq il-flejjes miżmuma f'dan il-kont.

Peress li l-HSBC hija awtorizzata u regolata mill-MFSA, int jista' jkoll id-dritt li titlob kumpens taht l-*Investor Compensation Scheme* (stabbilita taht ir-Regolamenti *Investor Compensation Scheme, 2003*) jew mid-*Depositor Compensation Scheme* (stabbilita taht ir-Regolamenti *Depositor Compensation Scheme, 2003*), kif applikabli, għal kwalunkwe telf li jista' jirriżulta min-nuqqas ta' harsien tal-obbligazzjonijiet dovuti fir-rigward ta' kull investment jew flejjes li nżommu għan-nom tiegħek jew flejjes li int iżzomm f'kont magħna bħala bankiera.

9. Investimenti tal-klijenti

- 9.1 Ahna naghmlu arrangamenti biex l-investimenti kollha tiegħek ikunu registrati f'isimna jew f'isem Kumpanija tal-Grupp bħala inkarigati (*nominee*), sakemm ma jkollniex ordnijiet bil-maqlub mogħtija minnek bil-miktub, fejn dan huwa possibbli.
- 9.2 Ahna nibagħtulek id-dokumenti kollha li juru li int is-sid tal-investimenti tiegħek. Dan naghmluh malajr kemm jista' jkun wara li nirċevuhom. Fejn ikun hemm għadd ta' dokumenti li jirreferu għal serje ta' transazzjonijiet, ahna normalment inżommu d-dokumenti sakemm ikunu kollha għandna u mbagħad nibagħtuhomlok kollha flimkien. Id-dokumenti jintbagħtu kollha bil-posta għar-riskju tiegħek.

Monies may also be held by us in a clients' account in our name:

– when instructions are insufficient or ambiguous, such as when the relevant investment account number is not stated in the request, or insufficient or ambiguous instructions are given as to where payments are to be made in an event of any repurchase instructions;

– when dividend payments cannot be re-invested due to incorrect/incomplete instructions or to closure of the investment account between the 'closing of register' and 'dividend payment' dates.

No interest shall be payable by us on such monies held for your account.

As HSBC is authorised and regulated by the MFSA, you may have the right to claim compensation under the Investor Compensation Scheme (established under the Investor Compensation Scheme Regulations, 2003) or Depositor Compensation Scheme (established under the Depositor Compensation Scheme Regulations, 2003), as applicable, for any losses resulting from a default of obligations owed in respect of any investments or monies that we hold for your account or monies that you hold in an account with us in our capacity as bankers.

9. Clients' investments

- 9.1 We will make arrangements for all your investments to be registered under our name or in the name of a Group Company as nominee unless we hold your written instructions to the contrary, where this is possible.
- 9.2 We will forward to you all documents showing ownership of your investments as soon as possible 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.

10. Il-kuntatt miegħek

Sakemm int ma tavzaniex bil-maqlub aħna nassumu li int taqbel li aħna nċemplulek jew niġu nżuruk u li nikkomunikaw miegħek permezz ta' ittra u/jew email.

Minhabba raġunijiet ta' sigurtà, u biex inkunu konformi mal-proċeduri u l-htigiet regolatorji ta' HSBC Group, it-telefonati li jagħmlu u jirċievu l-Uffiċjali tal-Wealth Management ikunu rrekordjati. Aħna nżommu wkoll records ta' emails u ta' modi oħra li bihom ikkomunikajna. Dawn jinżammu u jkunu aċċessati skont il-proċeduri ta' HSBC Group u r-regoli u r-regolamenti li japplikaw. Dawn jinżammu għal perjodu ta' 5 snin u matul dan iż-żmien int tista' titlob kopja tagħhom. Dawn ir-records jibqgħu tagħna biss u jistgħu jintużaw bħala evidenza fi kwalunkwe argument li jinqala' jew li jkun antiċipat.

11. Data Personali

Inti taċċetta li informazzjoni dwarek u dwar Persuni Konnessi miegħek tkun ipproċessata u użata minna u mill-kumpliment tal-Grupp HSBC b'konformità mat-Termini u l-Kundizzjonijiet dwar il-Ġbir u l-Użu tal-Infommazzjoni tal-Klijenti. It-terminu "Persuni Konnessi" hawn għandu l-istess tifsira kif definit fl-istess Termini u Kundizzjonijiet. Inti tintalab tagħti separatament il-kunsens tiegħek għal dawk it-Termini u Kundizzjonijiet.

12. Identifikazzjoni

12.1 Taht l-Att dwar il-Prevenzjoni tal-Hasil ta' Flus inti mistenni li turi evidenza sodisfaċenti tal-identità tiegħek. Laħjar ikun li turi l-karta tal-identità jew il-passaport. Aħna obbligati wkoll nivverifikaw l-indirizz ta' fejn toqgħod, u nistgħu nitolbuk iġġibilna dokumenti ta' prova, pereżempju kontijiet tad-dawl, telefon eċċ. Jekk int ma tkunx tista' ġġib evidenza sodisfaċenti tal-identità jew verifika tal-indirizz fejn toqgħod, aħna ma nkunux nistgħu nkomplu nittrattaw miegħek. Aħna wkoll marbutin li nieħdu u nżommu fotokopji tal-karti tal-identità, passaporti u evidenza oħra ta' identifikazzjoni li inti tipprovdi.

10. Contacting you

Unless you advise us to the contrary we will assume that you agree to us telephoning or visiting you and to communicating with you by letter and /or by e-mail.

For your security, and to enable us to comply with HSBC Group procedures and regulatory requirements, telephone calls made or received by our Wealth Management Officials will be recorded. We will also keep records of e-mails and other communication between us. Such recordings will be stored and accessed in line with HSBC Group procedures and applicable rules and regulations. Such records will be kept for a period of 5 years and you may ask us for a copy of such records during this period. These records remain our sole property and may be used as evidence in any dispute or anticipated dispute.

11. Personal data

You accept that data about you and your Connected Persons (as this term is defined in the Collection and Use of Customer Information T&Cs) will be processed and used by us and the rest of the HSBC Group in accordance with the Collection and Use of Customer Information T&Cs which terms you will be requested to consent to separately.

12. Identification

12.1 Under the Prevention of Money Laundering Act you are required to produce satisfactory evidence of your identity. Ideally this will be by way of ID card or passport. We are also required to verify your residential address and may ask you to provide us with appropriate documents such as utility bills. If you are unable to provide satisfactory evidence of identity and verification of residential address then we will not be able to conduct business with you. We are also bound to make and retain photocopies of ID cards, passports, or other identification evidence that you provide.

12.2 Inti tawtorizzana li niżvelaw informazzjoni u/jew dokumentazzjoni dwarek, inklużi rendikonti tal-kontijiet, lil fornituri terzi, bħal Fund Managers, skont kif meħtieġ, bħala evidenza biex dawk it-terzi jkunu jistgħu jivverifikaw l-identità u / jew l-indirizz tiegħek.

13. Ir-responsabbiltajiet tagħna u tiegħek

13.1 Peress li s-swieq tal-investment huma soġġetti għal ċaqliq li mhux prevedibbli, ebda riżultat partikolari ma jista' jkun garantit. Għalhekk aħna ma ninzammux responsabbli għal dan li ġej:

- i. Żbalji ta' ġudizzju magħmula in bona fede;
- ii. Azzjonijiet jew omissjonijiet li jsiru waqt l-għoti tas-servizz, jew nuqqas ta' eżekuzzjoni, parzjali jew totali, ta' xi obbligu taħt dawn it-Termini, kawża ta':
 - Strajk;
 - Qtugħ fil-provvista tal-elettriku;
 - Hsara fil-makkinarju; jew
 - Kawżi oħra li ma jkollniex kontroll fuqhom.

Aħna responsabbli biss għal azzjonijiet jew omissjonijiet li jkunu kkawżati bin-negliġenza tagħna, bi frodi jew b'nuqqas intenzjonat.

13.2 Xejn milli hawn f'dawn it-Termini ma jeskludi jew jirrestringi:

- i. kwalunkwe obbligu li għandna lejek taħt l-Att tal-1994 dwar Servizzi ta' Investment jew ir-Regoli dwar Servizzi ta' Investment; jew
- ii. kwalunke obligazzjoni li nistgħu ngarrbu taħt l-Att tal-1994 dwar Servizzi ta' Investment jew ir-Regoli dwar Servizzi ta' Investment għa-rigward ta' xi ksur ta' tali obbligu.

12.2 You authorise us to disclose information and/or documentation about you to third party providers such as Fund Managers, as may be necessary, including statement of accounts, as evidence to enable such third party to verify your identity and / or address.

13. Our responsibilities and your responsibilities

13.1 As investment markets are subject to unforeseen fluctuations, no particular results can be guaranteed. Therefore, we are not liable for:

- i. Errors of judgement made in good faith;
- ii. Acts or omissions in the course of our service, or any partial or total non-performance of our obligations under these Terms arising from:
 - Strikes;
 - Interruption of power supplies;
 - Machinery failures; or
 - Other causes beyond our control.

We will only be liable for acts or omissions arising from our negligence, fraud or wilful default.

13.2 Nothing in these Terms shall exclude or restrict:

- i. any obligation which we have to you under the Investment Services Act 1994 or the Investment Services Rules; or
- ii. any liability which we may incur under the Investment Services Act 1994 or the Investment Services Rules in respect of a breach of any such obligation.

13.3 Hija responsabbiltà tal-klijent li jassigura li tingħata informazzjoni eżatta u aġġornata waqt il-laqgħat mal-Bank għax din l-informazzjoni joqogħdu fuqha u jużawha l-Uffiċjali tal-*Wealth Management* meta jkunu qed jagħmlu r-rakkomandazzjonijiet tagħhom.

Il-Bank irid ikun aġġornat mill-ewwel rigward bidliet materjali f'xi informazzjoni li tkun ingħatat

L-għoti ta' informazzjoni hażina jew li mhix eżatta jista' jwassal biex il-Bank jirrifjuta li jsir ċertu negozju.

Il-Bank ma jkun responsabbli għall-ebda telf min-naħa tiegħek jekk ma jaċċettax li jagħmel negozju miegħek jew jirrifjuta li jsegwi l-istruzzjonijiet tiegħek minhabba li int ma tkunx tajtu informazzjoni li jkun talbek b' mod raġonevoli jew jekk isir konxju li l-informazzjoni li tajtu m'għadhiex eżatta jew aġġornata.

14. Dikjarazzjoni dwar il-Politika tal-Aħjar Eżekuzzjoni

14.1 Aħna obbligati niksbu l-kunsens tal-Klijenti għall-Politika tal-Eżekuzzjoni tagħna, u aħna nqisu li Klijent ikun ta l-kunsens tiegħu għall-Politika tal-Eżekuzzjoni meta mbagħad jitlob li l-ordni tal-Klijent tiġi eżegwita għar-riward ta' xi wiehed mill-istrumenti finanzjarji elenkati fl-Anness I Sezjoni C ("Strument Finanzjarju") tal-MiFID.

14.2 Il-fatturi u l-kriterji tal-Aħjar Eżekuzzjoni

Meta nibagħtu ordni ta' Klijent biex tiġi eżegwita, aħna niehdu biżżejjed passi biex jinkiseb l-aħjar riżultat possibbli għall-Klijenti Personali jiġi determinat skont il-hlas totali, li jiġbor il-prezz tal-istrument finanzjarju u l-ispejjeż marbutin mal-eżekuzzjoni. Tista' tingħata preċedenza lil fatturi oħrajn, pereżempju kemm iddum biex issir l-eżekuzzjoni, kemm hemm possibbiltà li ssir, is-saldu, id-daqs u n-natura tal-ordni, l-impatt fuq is-suq u l-ispejjeż impliċiti tat-transazzjoni – imma dawn jingħataw importanza biss skont kemm ikunu strumentali biex ikollok l-Aħjar Eżekuzzjoni f'dak li hu hlas totali.

13.3 It is the client's responsibility to ensure that accurate and up to date information is given during meetings held with the Bank because this information will be relied upon and used by the Wealth Management Official when making his/her recommendations.

The Bank must also be promptly updated with any material changes to any information provided.

Providing incorrect or inaccurate information may result in business being declined by the Bank.

The Bank will not be liable for any loss to you if it declines business or refuses to follow your instructions as a result of you not providing it with any information it reasonably requests or if it becomes aware that the information you provided is no longer accurate or up to date.

14. Best Execution Policy Disclosure Statement

14.1 We are required to obtain Clients' consent to our Execution Policy and we shall treat a Client as having consented to the Execution Policy where you subsequently request the execution of a Client order in any financial instrument listed in MiFID Annex I Section C ("Financial Instrument").

14.2 Best Execution factors and criteria

When transmitting a Client order for the purposes of execution, we will take all sufficient steps to achieve the best possible execution result on a consistent basis as required by the MiFID rules. 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. Precedence may be given 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.

Minkejja dan kollu, jistgħu jitqiesu kriterji oħra bħat-tip tal-ordni tal-klijent, l-istrumenti finanzjarji li huma s-suġġett ta' dik l-ordni, u l-postijiet ta' eżekuzzjoni fejn tista' tintbagħat dik l-ordni. Biex inkunu aktar speċifiċi, għar-rigward tax-xiri u/jew il-fidi ta' 'units' fi skema ta' investiment kollettiv, il-proċeduri indikati fil-Prospett applikabbli għal xiri u fidi japplikaw għall-finijiet tal-Aħjar Eżekuzzjoni.

Barra minn hekk, għal skemi ta' investiment kollettivi l-Fund Manager/Fund Administrator rilevanti jkun il-post fejn issir l-eżekuzzjoni. Tista' ssib l-informazzjoni dwar l-eżekuzzjoni u dwar l-aqwa ħames postijiet fejn issir l-eżekuzzjoni fil-websajt tagħna.

Jekk jogħġbok ara wkoll il-Prospett tal-Fond/i rilevanti u t-Termini u Kundizzjonijiet tan-Nominee (skont kif jista' japplika). Il-Prospett applikabbli għal xiri u fidi japplika biss għall-finijiet tal-Aħjar Eżekuzzjoni.

14.3 Twissija dwar istruzzjonijiet speċifiċi

Meta inti tagħtina struzzjoni speċifika dwar kif għandna neżegwixxu l-ordni tiegħek, fejn possibbli aħna nagħmlu mill-aħjar biex nimxu skont l-istruzzjoni tiegħek. Madankollu għandek tkun taf li meta naġixxu skont l-istruzzjoni tiegħek, jista' jkun li ma nkunux qed neżegwixxu l-ordni skont il-Politika tal-Eżekuzzjoni tagħna. Sa fejn aħna nkunu qed nimxu mal-istruzzjoni speċifika tal-Klijent, aħna nitqiesu li nkunu ssodisfajna l-obbligu tagħna li niehdu kull pass raġonevoli biex niksbu l-Aħjar Eżekuzzjoni għall-Klijent, imma għar-rigward ta' dawk l-aspetti tal-eżekuzzjoni li ma jkunux koperti mill-istruzzjoni speċifika, aħna nipproċessaw l-ordni skont il-Politika tal-Eżekuzzjoni tagħna.

Notwithstanding the above, other criteria may be taken into account 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. More specifically, in respect of the purchase and/or redemption of units in a collective investment scheme, the procedures indicated in the funds' Prospectus applicable to purchases and redemptions will apply for Best Execution purposes.

Furthermore, for collective investment schemes the relevant Fund Manager/Fund Administrator will be the execution venue. Information regarding execution and the top five execution venues can be accessed via our website.

Please also refer to the Prospectus of the relevant Fund/s and the Nominee Terms & Conditions (as may be applicable). Prospectus applicable to purchases and redemptions will apply for Best Execution purposes.

14.3 Specific instruction warning

Where you provide us with a specific instructions 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, your order may not be executed in accordance with our Execution Policy. To the extent that we comply with a Client's 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.

14.4 Monitoraġġ

Ahna naghmlu monitoraġġ regolament ta' kemm huma effettivi l-arranġamenti tat-trasmissjoni u tal-eżekuzzjoni tagħna, sabiex naraw li l-Aħjar Eżekuzzjoni tal-Ordnijiet tal-Klijenti tinzamm fuq bażi konsistenti. Imma jekk bhala Klijent ikollok xi tħassib dwar l-arranġamenti tat-trasmissjoni u l-eżekuzzjoni għandek tindirizza l-mistoqsijiet tiegħek lill-Uffiċjal tiegħek tal-Wealth Management.

14.5 Emendi għal din il-politika

Ahna nżommu d-dritt li nemendaw din il-politika skont il-htieġa. Meta jsir xi tibdil materjali fil-politika ahna ninformawk bih.

14.6 L-għażla tal-post tal-eżekuzzjoni

L-istruzzjonijiet kollha għax-xiri jew bejgħ ta' ishma/'units' fi skemi ta' investiment kollettiv ser jiġu eżegwiti mill-'Manager' tal-Fond relevanti, li se jkun il-post ta' fejn isir l-Eżekuzzjoni tal-ordni għall-finijiet tar-Regoli mill-MIFID. Ishma/'units' fi skemi ta' investiment kollettiv jistgħu jinxtrow biss mingħand, u jiġu mibjugħa biss lill-'Manager' tal-Fondi relevanti u ma jistgħux jiġu negozjati direttament fuq kwalunkwe tip ta' suq jew Borża ta' fejn jiġu negozjati ishma/'units'.

15. Terminazzjoni

Sew int kemm ahna nistgħu meta rridu nitterminaw l-awtorità tagħna li naġixxu f'ismek, mingħajr penali. Irid jingħata avviż bil-miktub u dan jieħu effett immedjatament. It-terminazzjoni ssir mingħajr preġudizzju għat-tkomplija sat-tmiem ta' transazzjonijiet mibdija u għall-ġbir ta' kull spiza, dritt u kummissjoni pendenti.

16. Ir-riskju tal-valuta

Huwa importanti li tiftakar li meta parti minn investiment, jew l-investment kollu, jkun denominat f'munita li mhijiex il-munita lokali, iċ-ċaqliq fir-rati tal-kambju jista' jkollu effett fuq il-valur tal-investment.

14.4 Monitoring

We will monitor the effectiveness of our transmission and the execution arrangements on a regular basis to ensure that the Best Execution for Client Orders is achieved on a consistent basis but should you have any concerns about HSBC Bank Malta p.l.c.'s transmission and execution arrangements the Client should direct any questions by contacting your Wealth Management Official.

14.5 Amendments to the policy

We reserve the right to amend this policy as necessary. Where a material change has occurred in the policy we will inform you accordingly.

14.6 Execution venue selection

All instructions for the purchase or sale of shares/units in collective investment schemes will be executed with the relevant Fund Manager, which will be the execution venue for the purposes of the MIFID Rules. Shares/units in collective investment schemes can only be purchased from and sold to the relevant Fund Manager and cannot be directly traded on any type of market or exchange.

15. Termination

You, or we, may terminate our authority to act on your behalf at any time without penalty. Notice must be given in writing and will take immediate effect. Termination will be without prejudice to the completion of any outstanding transactions and the collection of any outstanding expenses, fees or commissions.

16. Currency risk

It is important to note that, where part or all of an investment is denominated in a currency other than the local currency, a movement in exchange rates may have an effect on the value of the investment.

17. In-natura u r-riskji tal-investment

- 17.1 Is-servizzi ta' investment u finanzjarji li nagħtu ahna jirreferu għal strumenti li jinvolvu riskji speċjali – riskji li huma marbuta mal-karattistiċi speċifiċi tal-istrumenti jew mal-operazzjonijiet li jkunu se jġu eżegwiti – jew li l-prezz tagħhom jiddependi fuq ċaqliq fis-swieq finanzjarji li l-Bank m'għandux kontroll fuqu. Riżultati li nkisbu fil-passat m'għandhomx jittieħdu bħala indikaturi tar-riżultati tal-futur.
- 17.2 Il-Bank jagħtik l-informazzjoni xierqa biex int tkun tista' tifhem in-natura u r-riskji tas-servizz ta' investment li jkun se jagħtik u tan-natura partikolari tal-istrument finanzjarju li jkun qed joffrilek, u bħala konsegwenza biex id-deċiżjonijiet tal-investment li int tiegħu jkunu informati tajjeb.
- 17.3 Din l-informazzjoni tkun tinkludi tagħrif dwar l-istrumenti finanzjarji u dwar l-strategġiji proposti ta' investment, u jkun fiha gwida xierqa dwar l-investimenti f'dawk l-istrumenti u dwar strategġiji partikolari ta' investment, kif ukoll twissijiet dwar ir-riskji assoċjati ma' dawn l-investimenti u strategġiji. Din l-informazzjoni tingħata fil-prospett relattiv tal-prodott.
- 17.4 Il-Bank ma jagħtikx ta' spiss evalwazzjoni ta' kemm jgħoddu għalik l-investimenti rakkomandati jew miżmuma fil-portafoll tiegħek. Il-Bank jirakkomanda u jinkoraġġixxi li int tkellem lill-Uffiċjal tal-*Wealth Management* rispettiv tiegħek tal-inqas darba fis-sena biex tagħmlu analiżi shiħa tal-ippjanar finanzjarju tal-portafoll tiegħek, inkluż analiżi tal-investimenti. Din l-analiżi tkopri bidliet materjali li jolqtu l-investimenti li tkun xtrajt fuq parir tagħna.

17. Nature and Risks of the investment

- 17.1 The investment and financial services provided by us concern instruments involving special risks related to their specific features or the operations to be executed or whose price depends on fluctuations in the financial markets outside the Bank's control. Historical performances are no indicators for future performances.
- 17.2 The Bank will provide appropriate information to enable you to understand the nature and risks of the investment service to be provided and of the specific type of financial instrument that is being offered, and consequently to take investment decisions on an informed basis.
- 17.3 This information will include details about financial instruments and proposed investment strategies, including appropriate guidance on, and warnings of the risks associated with investments in those instruments or in respect of particular investment strategies. Such information will feature on the relative product prospectus.
- 17.4 The Bank does not provide you with an ongoing assessment of the suitability or otherwise of the investments recommended or held in your portfolio. The Bank recommends and encourages that you contact your respective Wealth Management Official at least on a yearly basis in order to undertake a full financial planning review of your portfolio including a review of investments. Such review will cover material changes in regards to your investments which were purchased on our advice.

17.5 Riskji relatati ma' liens, drittijiet ta' tpaċija u *security interests*

Prodotti ta' investment/assicurazzjoni mixtrija minnek permezz tal-Bank jistgħu jkunu suġġetti għal liens, power of sale u/jew dritt ta' tpaċija. F'dawn il-każi, Int għandek ir-riskju ta' telf ta' flus kontanti jew ta' dawn il-prodotti jekk il-Bank jew terza persuna rilevanti li għandha dan id-dritt tinforza l-interessi tas-sigurtà tagħha billi teżerċita drittijiet ta' tpaċija fuq flus kontanti jew billi tillikwida dawn il-prodotti.

Jekk jogħġbok ara l-Prospett tal-Fondi u t-Termini u Kundizzjonijiet tan-Nominati rilevanti (skont kif jista' japplika).

Il-Bank huwa wkoll intitolat li jinforza l-interessi tas-sigurtà tiegħu, jew iħalli lil terzi jinforzaw l-interessi tas-sigurtà tagħhom, billi jillikwida biżżejjed assi miżmuma f'ismek jew għalik, mingħajr il-kunsens tiegħek jew qabel javżak, fejn int tkun tajt rahan fuq dawn l-assi favur il-Bank jew xi bank/kreditur ieħor.

18. Imenti

18.1 FI-HSBC ahna kommissi li nipprovdulek bħala klijent l-aħjar esperjenza li nistgħu. Nixtquk li tavżana, malajr kemm jista' jkun, kull meta s-servizz li nagħtuk ma jillhaqx l-aspettattivi tiegħek, biex inkunu nistgħu minnufih nindirizzaw it-tħassib tiegħek.

Biex tirreġistra lment tista' tikkuntattjana:

- bit-telefon fuq in numru 2380 2380
- b'messaġġ protett bl-Internet Banking
- b'ittra indirizzata lil:
HSBC Bank Malta p.l.c.
The Customer Relations Manager
Operations Centre
Triq il-Mithna
Hal Qormi
QRM3101
- personalment billi tkellem lill-Branch Manager jew lill-Uffiċjal tiegħek tal-Wealth Management.

17.5 Liens, right of set-off and security interests risks

Investments/insurance products purchased by you through the Bank can be subject to a lien, power of sale and/or right of set off. In such cases, You face a risk of loss of cash or of such products if the Bank or any relevant third party having such right, enforce their security interest by exercising set-off rights against cash or by liquidating such products.

Please refer to the relevant Prospectus of the Funds and Nominee Terms and Conditions (as may be applicable).

The Bank is also entitled to enforce its security interest, or allow third parties to enforce their security interest, by causing the liquidation of a sufficient number of assets held in your name or on your behalf, without your consent or prior notice to you, where you have granted a pledge over such assets in favour of the Bank or any other third party bank/creditor.

18. Complaints

18.1 At HSBC, we are committed to providing you with the best customer experience we can. We would like you to let us know, as soon as possible, whenever our service does not meet your expectations so we may promptly address your concerns.

To register a complaint please feel free to contact us by:

- telephone 2380 2380
- secure Internet Banking Message
- letter addressed as follows:
HSBC Bank Malta p.l.c.
The Customer Relations Manager
Operations Centre
Mill Street
Qormi
QRM3101
- in person – to the Branch Manager or your respective Wealth Management Official.

18.2 Jekk l-ilment tiegħek ma jkunx riżolt fi żmien 48 siegħa nibagħtulek irċevuta fejn ngħidulek bejn wiehied u iehor kemm se niehdu żmien biex nirriżolvu l-ilment.

18.3 Wara li nagħmlu investigazzjoni dettaljata, nagħtuk risposta għall-ilment tiegħek fiż-żmien li nkunu ftehmna, fejn nagħtuk tagħrif dwar l-investigazzjoni tagħna, x'iddeċidejna u kif wasalna għad-deċiżjoni.

18.4 Jekk tibqa' mhux sodisfatt bil-mod kif ikun ġie trattat l-ilment tiegħek tista' tressaq il-kwestjoni quddiem l-Arbitru f'dan l-indirizz:

Uffiċċju tal-Arbitru tas-Servizzi Finanzjarji
L-ewwel Sular
Pjazza San Kalcidonju
Il-Furjana, FRN 1530
Malta

Numru *Freephone*: 8007 2366

Numru tat-Telefown: 2124 9245

***E-mail*: complaint.info@financialarbiter.org.mt**

Sit elettroniku: www.financialarbiter.org.mt

Detalji dwar kif tista' tressaq ilment jinstabu fis-sit elettroniku mnizzel hawn fuq.

18.2 If your concern is not resolved within 48 hours we will send an acknowledgement indicating the timeframe for resolving your complaint.

18.3 Following a detailed investigation, we will provide you with a response to your concern in the agreed upon timeframe, containing details of our investigation, our decision and an explanation on how it was reached.

18.4 If you then feel that your concern has not been dealt with in a satisfactory manner, you may refer the matter to the Arbiter as follows:

Office of the Arbiter for Financial Services
First Floor
St Calcedonius Square
Floriana, FRN 1530
Malta

Freephone number: 8007 2366

Telephone number: 2124 9245

***E-mail*: complaint.info@financialarbiter.org.mt**

Website: www.financialarbiter.org.mt

Details on how to lodge a complaint may be found on the website noted above.

19. Il-liġi u l-ġurisdizzjoni li japplikaw

Dawn it-termini tan-negozju jġu interpretati skont il-liġijiet ta' Malta u huma soġġetti għall-ġurisdizzjoni tal-Qrati Maltin.

19. Applicable law & jurisdiction

These terms of business are construed in accordance with the laws of Malta and shall be subject to the jurisdiction of the Maltese courts.

20. Klassifikazzjoni tal-klijenti

Id-Direttiva għas-Swieq tal-Istrumenti Finanzjarji (il-MiFID), li dahlet fis-seħħ fl-1 ta' Novembru 2007, dahhlet regim regolatorju kumplessiv għas-servizzi tal-investment fil-Ewropa, u kienet imfassla bil-għan aħhari li tiftah is-swieq tal-kapital Ewropej billi għib aktar trasparenza fil-prezzijiet tal-istrumenti finanzjarji negozjati waqt li tagħmilha eħfef li jsiru transazzjonijiet finanzjarji bejn pajjiż u ieħor.

Jekk tixtieq ikollok aktar informazzjoni dwar il-MiFID tista' taççessa s-sit tal-MFSA <http://www.mfsa.com.mt>.

Bir-regolamenti tal-MiFID, ir-relazzjoni tiegħek mal-Bank għet ikklassifikata bħala waħda "Personali".

Jekk int jidhirlek li għandek tkun ikkategorizzatt b'mod different jew teħtieġ xi kjarifika, tista' tkellem lill-Uffiċjal tiegħek tal-Wealth Management biex jieħu hsieb li tittiehed l-azzjoni xierqa dwar il-mistoqsijiet jew talbiet tiegħek.

21. Emendi għal dawn it-termini

21.1 Il-klawsoli ta' hawn taħt juru xi drittijiet għandna aħna biex nibdlu dawn it-Termini ta' Negozju waqt iż-żmien li nkunu qed nagħtuk is-servizzi ta' investment, u xi żmien ta' avviż nagħtuk.

20. Client classification

The Markets in Financial Instruments Directive (MiFID), which came into effect on 1st November 2007, introduced a comprehensive regulatory regime covering investment services in Europe and was formulated with the ultimate aim of opening up Europe's capital markets by improving the price transparency of traded financial instruments, while making it easier to execute trades across borders.

If you need any further information on MiFID you can access the MFSA site on <http://www.mfsa.com.mt>.

Under MiFID regulations, your relationship with the Bank has been classified as "Retail".

Please note that if you decide that you ought to be categorised in a different manner or require any clarifications, please liaise with your Wealth Management Official so that any queries or requests are appropriately actioned.

21. Amending these terms

21.1 The clauses below set out our rights to change these Terms of Business during the period we are providing you with the Investment Services and the notice we will give you.

- 21.2 Ahna nistghu naghmlu tibdil f'dawn it-Termini tan-Negożju fiż-żmien tas-servizz għal xi waħda jew iżjed minn dawn ir-raġunijiet biss:
- Jekk il-bidla tkun taqbel lilek.
 - Wara li jsir, jew sakemm isir, jew bħala reazzjoni għal xi tibdil f'liġi jew regolament rilevanti, jew b'rispons għal xi tibdil fil-gwida tal-industrija jew kodiċi ta' prattika jew prassi tajba.
 - Bħala rispons għal xi rakkomandazzjoni jew deċiżjoni rilevanti ta' xi qorti, ombudsman, regolatur jew korp simili.
 - Bħala rispons għal xi spejjeż jew konsegwenzi ta' xi avveniment li ma jkollniex kontroll fuqu u li jista' jinhass l-effett tiegħu meta ahna nipprovdulek kontijiet, servizzi jew faċilitajiet.
 - Bħala rispons għal xi tibdil fis-sistemi jew proċeduri tagħna inkluż tibdil li jista' jirriżulta minn xi rijorganizzazzjoni tan-negożju tagħna wara li dan ikun ġie akkwistat minn xi Bank ieħor jew organizzazzjoni oħra, jew wara li jkun akkwista xi Bank ieħor jew organizzazzjoni oħra.
- 21.3 Meta effettivament naghmlu xi tibdil, dan ikun proporzjonat mar-raġuni li tkun ikkawżatu.
- 21.4 Jekk ahna jidhrilna raġonevolment illi t-tibdil ikun jaqbel lilek, ahna navżawk bit-tibdil billi nikkuntattjawk personalment malli jkun raġonevolment prattikabbli wara t-tibdil, inkella nagħtuk avviż ta' mill-inqas 14-il jum bil-quddiem qabel ma t-tibdil jibda jseħħ. Dan l-avviż nagħtuhulek bil-miktub bil-posta jew bl-Internet Banking tagħna.
- 21.5 Meta nagħtuk avviż bil-quddiem ta' xi tibdil qabel ma t-tibdil jibda jseħħ, jekk it-tibdil ma jkunx jaqbillek, inti tista' ttemm dawn it-Termini ta' Negożju u r-relazzjoni tiegħek magħna billi tiktobilna qabel ma jagħlaq iż-żmien ta' dak l-avviż. Jekk int tikkancella t-Termini tan-Negożju taht din il-klawsola, ma tiġi mitlub thallas ebda dritt.

- 21.2 We may only make changes to these Terms of Business during the service for any of the reasons set out below:
- If the change is favourable to you.
 - Following or in anticipation of, and to respond to a change in relevant law or regulation or to respond to a change in industry guidance or code of practice or good practice.
 - To respond to the making of a relevant recommendation requirement or decision of any court, ombudsman, regulator or similar body.
 - To respond to the costs or consequences of any event beyond our control that may impact our provision of accounts, services or facilities to you.
 - To respond to any change in our systems or procedures including any change arising from any re-organisation of our business as a result of it being acquired by, or by our acquiring another Bank or organisation.
- 21.3 Where we do make a change, the change will be proportionate to the reasons for the change.
- 21.4 If we reasonably consider that the change is favourable to you, we will notify you of any changes by contacting you personally as soon as reasonably practicable following the change, otherwise we will give you at least 14 days' notice in advance of the change coming into effect. We will provide you with this notice in writing by mail or via our internet Banking.
- 21.5 When we give you advance notice of a change before the change takes effect, if the change is not favourable to you, you may end your Terms of Business and your relationship with us by writing to us before the expiry of such notice. If you cancel Terms of Business under this clause, you will not be charged.

Għal informazzjoni jew dettalji dwar il-kontenut ta' dan il-ktejjeb, tista' tikkuntattja lil:

HSBC Bank Malta p.l.c.
Wealth Management
HSBC Retail Banking & Wealth Management
Triq il-Mithna
Hal Qormi QRM3101
Malta

Verżjoni 6
HSBC Bank Malta p.l.c.
Jannar 2018

For any information or details on the content of this booklet, please contact:

HSBC Bank Malta p.l.c.
Wealth Management
HSBC Retail Banking & Wealth Management
Mill Street
Qormi QRM3101
Malta

Version 6
HSBC Bank Malta p.l.c.
January 2018

Irċevuta

Nikkonferma li rċevejt it-Termini tan-Negozju tal-HSBC (verżjoni 6) Jannar 2018 li jinkludu fihom id-Dikjarazzjoni dwar il-Politika tal-Aħjar Eżekuzzjoni u l-Politika tal-HSBC dwar Kunflitti ta' Interess, u nagħti l-kunsens tiegħi għalihom.

Receipt

I confirm receipt and give my consent to the HSBC Terms of Business (version 6) January 2018 which includes HSBC's "Best Execution Policy Disclosure Statement" and "HSBC Policy on Conflicts of Interest".

Isem tal-klijent b'ittri kapitali / Client's name in block letters

Firma tal-klijent / Signature of client

Data / Date

Isem tal-klijent b'ittri kapitali / Client's name in block letters

Firma tal-klijent / Signature of client

Data / Date

Isem tal-Uffiċjal tal-Wealth Management
/ Name of Wealth Management Official

Firma tal-Uffiċjal tal-Wealth Management
/ Signature of Wealth Management Official

Data / Date



Noti

Approved and issued by HSBC Bank Malta p.l.c.

Wealth Management, HSBC Retail Banking & Wealth Management Centre,
Mill Street, Qormi QRM3101 Malta

www.hsbc.com.mt

Customer Service: 2380 2380

99514-12/2017. Designed by BPC.