

PLEASE READ THIS ELECTRONIC COMMUNICATIONS AND SIGNATURE DISCLOSURE AND CONSENT ("CONSENT") THOROUGHLY - IT CONTAINS IMPORTANT INFORMATION ABOUT YOUR LEGAL RIGHTS.

1. Definitions

- a. The terms "HSBC," "we," "us" and "our" refer, collectively and individually, to HSBC Bank USA, N.A. ("HBUS"), HSBC Securities (USA) Inc. ("HSI"), HSBC Insurance Agency (USA) Inc. ("HIA") and their affiliates. HBUS provides banking products and services. HSI provides investment products and services and is an affiliate of HBUS. HIA provides insurance products and services and is a wholly-owned subsidiary of HBUS.
- b. The terms "I", "you" and "your" means the person agreeing to this Consent, as well as any other person named on your Account, subject to applicable law.
- c. "Account" means all of your Accounts with us, including without limitation, deposit accounts, credit card accounts, loans, mortgages, brokerage accounts, investment advisory accounts, insurance policies, prepaid accounts and digital wallets.
- d. "HSBC Products" means, collectively, your Accounts and the services associated with those Accounts.
- e. "Communications" means all agreements, disclosures, notices, information, updates, amendments, and other communications concerning your HSBC Products and/or the use of our websites and electronic services, or otherwise relating to your relationship with us, whether now or in the future. This includes, without limitation,
 - i. This Consent;
 - ii. HSBC online banking terms and conditions (including mobile banking);
 - iii. Terms for access to our websites or other electronic services;
 - iv. Any statements, disclosures or notices relating to your HSBC Products, including without limitation, account information, account activity/inactivity, payments made or due, trade confirmations, tax reporting statements, shareholder notices, prospectuses, service notices, or performance reports;
 - v. Any notice or disclosure regarding an account, product or service fee, including without limitation, a late fee, overdraft fee, or fee for a draft, check or electronic transfer returned for any reason;
 - vi. Any notice of change or amendment to existing terms and conditions applicable to your HSBC Products;
 - vii. Our Privacy Policy and other privacy statements or notices (by posting such notices on our website);
 - viii. Certain tax statements or notices that we are legally required to provide to you, such as the annual IRS interest statements; and
 - ix. Certain information or forms that we request from you and ask you to submit electronically, such as Master Deposit Agreements for Personal Accounts, W-9s, or other agreements.

2. Scope of Agreement

Certain laws and regulations require us to provide specific information to you “in writing.” We may provide such information to you electronically if we receive your consent to do so. We also need your general consent to use electronic records and signatures in our relationship with you. By agreeing to this Consent, you agree to receive all Communications by electronic means instead of in paper form. For certain online-only HSBC Products, you are required to agree to this Consent. Applicable law or contract sometimes requires you to give us “written” notices. This Consent does not relate to those notices, and you must still provide them to us in paper form. In addition, this Consent does not apply to any communications that we determine, in our sole discretion, we must or should deliver in paper form under applicable law.

By agreeing to this Consent, you agree that (1) we may provide all Communications to you in electronic format only by the methods described in this Consent; and (2) we may use electronic signatures and obtain them from you as part of our transactions with you.

All Communications that we provide to you electronically will be provided by one or more of the following methods: (i) electronic message (such as e-mail, or SMS text or push notification to your mobile device); (ii) by access to a website, such as HSBC online banking or websites of third party service providers who we engage to deliver Communications electronically, that we will designate in a notice we send to you via electronic messaging at the time the information is available or that we will generally designate in advance for such purpose; (iii) via our mobile applications; or (iv) by requesting you download a Hyper Text Markup Language (“HTML”) file or Portable Document Format (“PDF”) or other specified electronic file containing the Communication. At our option, we may also post the emailed Communications within our websites. In this situation, you agree that once we email the Communications to you and post them within our websites, that we have delivered the Communications to you in a form that you can retain.

3. Communications Preferences

If you are a new online banking user as of or after the date of this Consent, we will set your delivery preferences to electronic for each category of eligible Communications. If your HSBC Product(s) are already enrolled online and you have already indicated a delivery preference for your existing Accounts, you agree that we may, at our election, convert your existing paper delivery election to paperless. In addition, if a new category of Communications becomes eligible for electronic delivery after the date of this Consent (including for any future HSBC Products you obtain), we will set your delivery preference to electronic for all new categories of Communications.

If you wish to change your preferences from electronic to paper, you can do so via online banking. Setting your communications preferences may not be available for all HSBC Products (*e.g.*, online-only accounts are electronic format only), nor available for all Communications. For more information on the availability of your electronic communications preference management options, please refer to the appropriate electronic communications preference page on the website where you access your HSBC Products. If you decide to receive some Communications in paper and some electronically, the Communications you receive electronically will be governed by this Consent.

Modifying your delivery preferences does not constitute a withdrawal of this Consent. To withdraw your consent to receive Communications by electronic means, you must follow the instructions set forth in the section titled “How to Withdraw Consent” in Section 6 below.

4. Hardware and Software Requirements

To receive Communications by electronic means, you must have access to: (i) current version of a supported internet browser (details of current supported browsers available at www.us.hsbc.com/supported-browsers/); (ii) a connection to the Internet; (iii) software that enables you to view and display files in HTML and PDF format; (iv) local electronic storage capacity to retain Communications and/or a printer to print them; (v) an active, valid email account and software to access it; and (vi) a computer (or other device) and an operating system capable of supporting all of the foregoing. In some cases, you may also need a specific brand or type of device that can support a particular software application, including an application intended for particular mobile or handheld devices. Charges may apply to access Communications, including internet service provider and/or mobile data charges. We are not responsible for any such charges.

From time to time, we may offer services or features that require that your Internet browser be configured in a particular way, such as permitting the use of JavaScript or cookies. If we detect that your Internet browser is not properly configured, we will provide you with a notice and advice on how to update your configuration. We reserve the right to discontinue support of a current version of software if, in our sole discretion, it suffers from a security flaw or other flaw that makes it unsuitable for delivery of electronic Communications.

5. Changes to hardware or software requirements.

If our hardware or software requirements change, and that change would create a material risk that you would not be able to access or retain your Communications, we will give you notice of the revised requirements. Continuing to access online banking and/or electronic Communications after receiving notice of the change is reaffirmation of your consent.

6. How to Withdraw Your Consent

Subject to applicable law, you may withdraw this Consent by notifying us through the following designated methods. You will not be charged a fee for withdrawal of your consent.

To withdraw consent with respect to HSI or HIA products and services, please visit the “Contact us” link under the Wealth Management tab on the HSBC website (www.us.hsbc.com) to find the appropriate customer service phone number for assistance. To withdraw consent with respect to mortgage products: (i) For a mortgage loan that has already closed, please call Mortgage Customer Service (current number is available at www.us.hsbc.com/customer-service/contact-us/); and (ii) For a mortgage loan that has not yet closed, please email:

Mtg.Ops.Support.Team@us.hsbc.com. For all other HSBC Products, consent may be withdrawn by calling HSBC customer service. The current customer service directory is available at www.us.hsbc.com/customer-service/contact-us/.

If you withdraw this Consent, we may stop providing you with Communications electronically and we may terminate your online banking access. Your withdrawal of this Consent is Account-specific and effective for that Account only; you must advise us separately for each Account for which you are withdrawing Consent. If you withdraw this Consent with respect to online-only HSBC Products, you will not be able to continue using and/or holding such HSBC Products. Your withdrawal of this Consent is effective only after you have notified us in accordance with this section and we have had a reasonable period of time to act upon your request. This Consent shall remain in force until withdrawn in the manner provided in this section. The legal validity and enforceability of our prior Communications are not affected if you withdraw consent to electronic delivery of communications.

7. Copies of Electronic Communications

We recommend that you print or download a copy of this Consent and all other Communications to retain for your permanent records. You may print or make a copy of Communications by using the “Print” button (or otherwise using your printing functionality) or saving a copy - do this when you first review the Communications because after submission we do not necessarily keep them all in a place that you can access.

Upon request, we will provide you with a paper copy of any Communications, provided we receive your request within 12 months after the date the Communication was first made available to you electronically. You may request a paper copy of these Communications by calling us at the appropriate toll-free customer service phone number for your HSBC Product. We may charge fees for paper copies of Communication, as provided in the applicable terms.

For copies of Communications from HSI or HIA products and services, please visit the “Contact us” under the Wealth Management tab on the HSBC website to find the appropriate customer service phone number.

8. Updating Your Contact Information

In the event that your email address or other contact information is changed, you must immediately update your contact information within online banking. In order to update your contact information for HSI/HIA, please visit the “Contact us” under the Wealth management tab on the HSBC Website or contact your financial professional. If you fail to update or change an incorrect or invalid email address or other contact information, you understand and agree that any Communications shall nevertheless be deemed to have been provided to you if they were made available to you in electronic form on our websites, emailed to the email address we have for you in our records, or delivered through other electronic means.

9. Amendments and Termination

We may discontinue providing you Communications in electronic form, or modify the terms on which we do so, at any time. We will provide you with notice of any such termination or change as required by law.

YOUR AGREEMENT

By accepting this Consent, you: (1) agree and acknowledge that you intend to enter into this Consent electronically; (2) agree to the use of electronic signatures instead of handwritten signatures; (3) confirm that you satisfy the Hardware and Software Requirements described above; and (4) demonstrate your ability to receive, retain, and view electronic documents.

(Rev. 05/2023)