### HSBC Savings Bank Home Loan Terms and Conditions

HSBC Savings Bank Opening up a world of opportunity



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### 1. Welcome

These Home Loan Terms and Conditions are part of our contract with you, along with the documents outlined below. They set out the promises we make to each other. We'll call them your 'Terms and Conditions'.

When we talk about 'we', 'us', 'our' or 'HSBC' in these Terms and Conditions, we mean HSBC Savings Bank (Philippines) Inc. We may also be called the 'Lender' or the 'Mortgagee'.

When we talk about 'you' or 'your' we mean the person listed as the Borrower, Co-Borrower and Mortgagor in the details. When we talk about the 'Borrower' or 'Mortgagor' we mean the person listed in the details of the Promissory Note with Real Estate Mortgage as the 'Borrower' or 'Mortgagor'. Sometimes the Borrower or a Co-Borrower and the Mortgagor are the same person, but not always.

Other types of relationship may arise between us depending on the services provided.

We'll also use terms defined in your Promissory Note with Real Estate Mortgage. It's a good idea to keep it with you while you read these Terms and Conditions.

#### 1.1 Key

In this agreement, these icons mean:

- Things you need to do
- X Things you can't do

C Look closer

- (i) Additional information to help you
- \Lambda Be aware



#### 1.2 Our agreement

Our Agreement is made up of:

Promissory Note with Real Estate Mortgage	Promissory Note with Real Estate Mortgage. This contract evidences the loan we granted you, and your unconditional promise to pay us back the loan and its associated charges, at a future date. It also contains the details of the property used as collateral for the loan, and the corresponding real estate mortgage registration with the Registry of Deeds.	We'll give these to you.
Supplemental Terms and Conditions of the Loan and Mortgage Agreement	This document is issued in addition to, and forms part of, the mortgage contract between us. This document explains in detail the terms and conditions related to the loan we granted you.	We'll give these to you.
Terms and Conditions	This document you are currently reading is the Home Loan Terms and Conditions which provides all the information that you need to know about HSBC Home Loans. These Terms and Conditions are subject to change, and you may refer to www.hsbc.com.ph for the latest version.	You're reading these now.
HSBC Home Loan Tariff Schedule	HSBC Home Loan Tariff Schedule. This is your reference for all the fees and charges that may be charged, in relation to an HSBC Home Loan. This tariff guide is subject to change, and you may refer to www.hsbc.com.ph for the latest version.	This is in Section 4 of this document.



## 2. General Conditions of loan and mortgage

#### 2.1 Account Tiers

### For all new home loans booked beginning January 15, 2022:

- New HSBC and HSBC Savings Bank customers with a home loan amount of at least PHP6,000,000 will automatically be classified as HSBC Premier customers, and will be entitled to a 1% discount on repricing rates. Once the loan is fully paid, the account will be converted to a Premier via TRB account and will be subject to the standard eligibility requirements for Premier. You can refer to the Bank terms and conditions for these requirements.
- New HSBC and HSBC Savings Bank
  customers with a home loan amount less than
  PHP6,000,000 will be classified as Personal
  Banking via Home Loan, and will not be
  entitled to repricing discounts. Once the loan
  is fully paid, the account will be subject to the
  standard eligibility requirements for Personal
  Banking. You can refer to the Bank terms and
  conditions for these requirements.
- Existing HSBC and HSBC Savings bank customers with a home loan amount less than PHP6,000,000 will retain their existing Tier.

### For all home loans booked before January 15, 2022:

- Existing HSBC Premier and Premier via Home Loan customers will continue to enjoy 1% discount on repricing rates.
- Existing HSBC Advance and Advance via Home Loan customers will continue to enjoy a 0.5% discount on repricing rates.

Refer to the Bank terms and conditions for further details on the Tier features and requirements.

#### 2.2 Tier pricing and special offers

You must meet the tier criteria to continue enjoying the Features of that tier.

We'll tell you if you meet the criteria for a tier. The exact Features available to you may vary. The fees and charges payable by you may also vary.

#### We may:

- Allocate you to a tier.
- Set or vary the features or criteria for a tier.
- Remove you from a tier.
- We'll tell you if we do this. We'll inform you of these changes using the best and reasonable means possible. If you're given a new or varied Tier, you'll need to follow the terms and conditions for that Tier.
- You may ask us for the updated criteria and other details.

The terms and conditions for a Tier may say something different to these Terms and Conditions. If this happens, you'll need to follow the terms and conditions about the Tier.

#### 2.3 Loan with co-borrowers

Co-Borrowers are each individually liable under our Agreement.

#### 2.4 You want to end your loan early

You may end your loan in accordance with the Agreement. You must give us 30 days' written notice if you want to end your loan. When your loan ends, you must pay the costs of preterminating the loan. You can ask us if you can keep your Accounts after you end your loan. If we agree, you'll continue to be bound by the Accounts Terms and Conditions.

#### 2.5 If we need to terminate your loan early

- Without limiting or reducing our termination rights under Clause 2.4 we may suspend or terminate all or any part of the Services and the loan if:
  - You don't:
  - Pay any amount due and payable;
  - Perform any other obligations in relation to our Agreement; or
  - Comply with any Applicable Regulations;
  - An action for bankruptcy, insolvency, receivership or liquidation or any similar actions are brought against you;
  - There's a binding legal order or request on the loan and mortgage;
  - There's any dispute or proceedings between you and any Co-Borrowers about the loan;
  - You pass away; or
  - Any other event (including any Applicable Regulations) we reasonably think renders suspension or termination of the loan.

We'll tell you before we do this.

If the loan is suspended or terminated by you or us (including part of the loan), we can:

- Cancel any Instruction we haven't executed;
- Complete any transaction we've effected on your behalf before suspension or termination;
- Exercise any of our rights under Clause 2.6; or
- Suspend or cancel your other credit facilities with us, or with any member of the HSBC Group.

If your loan ends or is suspended, you're still responsible for your obligations under our Agreement before the termination or suspension. This means you'll still need to pay any amounts you owe us.

Termination of the loan means the Tier and its Features will also be terminated. You can't keep your Accounts if your loan has been terminated.

#### 2.6 Our right to debit your accounts and set-off

- We're entitled to:
- Debit any amounts you owe us (including fees or expenses) from any accounts you hold with us. This includes any joint accounts. We can debit your account until your balance reaches zero. If you still owe any money, you're liable to pay the outstanding amount to us on demand. You'll also have to pay interest accruing on the outstanding amount. We'll decide the rate of interest;
- Set-off or transfer money in any accounts you maintain with us, to satisfy amounts you owe us, in connection with the loan or Secured Obligations;

- Withhold, combine or consolidate the balance on any accounts you hold with us; and
- Refuse to refund you any money from your accounts if the amount you owe us is more than the refund.

We don't have to tell you before we do these things.

Our rights under this clause won't be limited or reduced if you pass away or become legally incapacitated.

#### 2.7 Miscellaneous provisions

(i)	Currency conversion	Unless we tell you otherwise, any conversion of currency will be made at our prevailing exchange rate at the time when we give you the loan proceeds. If we tell you an exchange rate, it's for reference only. The actual exchange rate may differ.
(ii)	Collection and recovering of debts	If you don't pay your loan, we can employ any third party to recover outstanding amounts. We'll usually only do this if we have to. We'll tell you 7 business days before we do this. You'll need to pay our costs of using the third party.
(iii)	Recording	We or our agents may record communications with you, such as your instructions. We usually record using tape, video or other means. We delete these recordings from time to time.
		We can store any document or record about you such as your application form. This means we also need to delete or dispose of these documents periodically.
(iv)	Our by-laws and practices	Our Agreement is governed by: • Existing laws; • The rules of Bangko Sentral ng Pilipinas; and • Our by-laws, regulations and practices.
(v)	Annual submission of documents	<ul> <li>Each year you'll need to give us:</li> <li>A copy of your Income Tax Return if your loan balance is more than PHP3,000,000 (unless an exception applies).</li> <li>Your Real Estate Tax Receipts and Tax Declaration for the property securing the loan.</li> </ul>
		If you've given us a statement saying you're exempt from Philippine Tax, then you won't have to give us your Income Tax Return. If you're no longer exempt, then you'll need to give us a copy of your Income Tax Return.
(vi)	Waivers and remedies	If we don't exercise our rights straight away or if we fail to do something (or part of something) then we won't have waived our right, power or remedy.
(vii)	Partial invalidity	If any part of these Terms and Conditions is or becomes illegal, invalid or unenforceable, this doesn't affect the rest of these Terms and Conditions which remain in full force, validity and effect.
(viii)	Appointment of agent or nominee	<ul> <li>We may appoint any other person (such as a service provider or sub-contractor) as our nominee or agent to perform any of the Services for us. We'll only do this if we believe they can serve you as we can. We may:</li> <li>Delegate any of our powers to them.</li> <li>Disclose or transfer any information relating to you, the loan or the Services to them.</li> <li>Subject to this Clause 2.7, we'll remain liable to you for the negligence or willful default of any person appointed by us as if we performed the relevant Services ourselves.</li> </ul>
		If you use any service (which may include any Service) provided by any other person not being our agent or nominee, we aren't liable in any way. This includes for the quality of the relevant service or any action, claim, loss, damage or liability of any nature which you may suffer or incur arising from or in connection with any act or omission of that other person providing the service or any agent or third party service provider appointed by it.
(ix)	Assignments by us or by You	We can transfer any of our rights and obligations. We'll always tell you before we do this. You can't transfer your rights and obligations unless we agree in writing.
(x)	Governing law	These Terms and Conditions are governed by Philippine laws.
(xi)	Jurisdiction	The Philippines' courts will determine disputes about these Terms and Conditions.





# 3. Operations of loan and mortgage

#### 3.1 Mortgage Security

When we grant you the loan, you agree to charge, pledge and assign a property to us as continuing security for your payment of the loan. You must be the beneficial owner of a property.

- (You'll repay the loan to us in accordance with our Agreement.
- You agree that the Promissory Note or Facility Offer Letter, signed as correct by an officer and duly authorized by us, is conclusive evidence of the Secured Indebtedness at the relevant time.
- You irrevocably and by way of security appoint 3.2 Enforcement of security / We'll only enforce the security and realize or sell us to be your attorney to execute all documents and to do all acts and things without notice to any of the property if: you in your name and on your behalf and as You don't pay the loan on demand; your act or deed or in any other manner for You don't comply with this Agreement; the purpose of exercising (fully or partly) all or You're unable to pay debts as they any of our rights or powers under this Clause become due; or as we may consider appropriate or useful in You're subject to any proceedings relating connection with the property as long as any to your bankruptcy, insolvency, winding-up, loan remains outstanding including the sale of liquidation or composition in favor of creditors your mortgage security through public auction. or other proceedings with similar effect You ratify and confirm each document, act or (whether started by you or any other person); or thing which we may lawfully execute, seal, Any legal process is levied or enforced against deliver or do. any of your assets or property.

- () While the security created under this clause exists, you must maintain:
  - The value of the property. This means the value of the property won't be less than the value or amount set by us in the loan-tovalue ratio. We'll determine the value of the property; and
  - Absolute title to the property. You agree not to do any of the following without our written consent: withdraw, sell, dispose of or deal with, or charge, pledge, assign, or encumber in any other manner, or grant or permit to arise any third party right over or against, the property, except in our favor.

We can enforce the security at any time and in any way we consider appropriate (free and discharged from any trust, claim, right of redemption and equities which you may have towards settlement of the loan).

We can hold the proceeds of the sale of property in a suspense account. We can only do this with the intention to preserve and prove our rights in any proceedings relating to your bankruptcy, insolvency, winding-up, liquidation or composition in favor of creditors or other proceedings with similar effect. We can apply those proceeds to settle any of your accounts, obligations or liabilities. We can do this at our discretion from time to time.

If the loan is in a currency other than the currency of the property, we may convert the currency. We'll use our prevailing exchange rate.

A payment to us will only discharge your obligation in connection with the loan if we've received the full amount from you. This amount must be in the currency of your loan. This includes where payment is made under a judgment or order of a court. If your payment falls short of the obligation after conversion to the loan currency, we have an additional cause of action against you and are entitled to enforce the security created by this Clause 3.2 to recover the shortfall amount.

#### 3.3 Nature of Security

- C The security created by Clause 3.2 is a continuing security. It covers and secures the balance of the loan. It continues to apply if you:
  - Pass away;
  - Are bankrupt, insolvent, wound-up or liquidated;
  - Have some incapacity (whether or not it's known to us); or
  - Settle any indebtedness or any other circumstance.

The security created by Clause 3.1 is in addition to and may be enforced notwithstanding any guarantee, indemnity, assurance, pledge, lien, bill, note, mortgage, charge, debenture, security or other right, power or remedy held by or available to us.

- ) We'll only release, discharge or settle your obligations under the loan if:
- You don't owe us any security, disposition or payment; and
- Haven't avoided your obligations to us through bankruptcy, insolvency, winding-up, liquidation or similar action.

We can keep your account opening form which created the security for as long as we may consider appropriate. If you don't comply with the clause, we can enforce the security created by Clause 3.1 as if the release, discharge or settlement had not occurred. If the loan is held jointly with others, Clause
 3.1 creates a security in the property to the full extent of the interest held by each of you. None of you are entitled to any rights or remedies of a surety in connection with the loan.

To the extent permitted by law, any restriction on our right of consolidating security contained in any law in force in the Philippines does not apply to the security created by Clause 3.1.

#### **3.4 Personal properties**

In case of foreclosure, you irrevocably appoint us to be your attorney with full power and authority to dispose of any or all personal properties found or left inside the foreclosed property, by sale, donation, or any manner we see fit, without delay or any further notice to you.

#### 3.5 Interest

How we calculate interest	<ul> <li>We can set and change the int</li> <li>We'll calculate interest per yea</li> <li>Actual number of days in a yea</li> <li>charged); and</li> <li>Number of days since the state</li> <li>At first, we'll charge you the in</li> <li>After that, we'll charge you the</li> </ul>
Construction loan	For construction loans, we'll ir drawdown. This may differ for time of loan repricing. We'll ap
Vacant lot	For loans secured by a vacant the right to increase the applic period if you are unable to pro undertaking period.

nterest rate at any time.

ar based on the: /ear (meaning leap years have an extra day of interest

art of the year.

nterest rate that applies when you drawdown your loan. Ne Repricing rate (after your loan is repriced).

nitially apply the prevailing rate at time of each loan tranche r each tranche. After that, we'll apply the prevailing rate at pply this rate to all outstanding loans.

t lot with your undertaking to construct within 1 year, we have cable interest rate above the Board Rates at the next fixing ovide evidence of the completion of construction within the

#### 3.6 Repricing

We'll reprice the loan at the end of each repricing period. We do not require your consent to do this. There may be additional adjustments if:

- There's an extraordinary inflation or deflation, official or unofficial appreciation or depreciation of the Philippine currency.
- There's an increase or decrease in the prevailing market interest rate for similar types of loans to yours.
- Government laws or regulations are enacted which have the effect of increasing or decreasing our cost of funds.
- There's an extraordinary increase or decrease of the effective value of the purchasing power of the Philippine currency or similar events. For example, an increase of 25% in the Consumer Price Index for Manila as officially released by Bangko Sentral would generally indicate an extraordinary decrease in the effective value of the purchasing power. We may rely on another Philippine Government agency's figures if Bangko Sentral figures aren't available.

Sometimes interest may not change in the next repricing period. If this happens, the interest and instalment for the next period will be the same.

#### 3.7 Amortization Schedule

We'll give you an Amortization Schedule on the drawdown date. This will state the:

- Loan maturity date;
- First instalment due date; and
- Number of consecutive principal and interest instalments.

We'll also give you a new Amortization Schedule when the loan is repriced.

#### 3.8 Payments

Without counterclaim	You can't withhold amounts fr an amount.
Prepayment	If you disagree with: • The interest rate provided on • Any interest rate adjustment you may prepay your loan. If you want to prepay your loa • Tell us in writing of the amou You'll need to tell us at least of this payment on your chosen • If your loan has multiple inter
	<ul> <li>Pay the applicable service fee</li> </ul>
Application of payments	<ul> <li>When you make a payment, it</li> <li>Advances made by us;</li> <li>Penalties for late payment;</li> <li>Service and other fees;</li> <li>Interest; and</li> <li>Principal amount of the loan.</li> </ul>
Late or missed payments	You'll be considered in default • Fail to make any payment wh • Fail to fulfil your obligations t • Become bankrupt or insolver • Are convicted of a criminal of
	If this happens, the entire amo and payable.
	Sometimes unplanned things Our acceptance is not an exte
	Any changes to the loan condi Be deemed as a novation of t Prejudice our rights and reme
Available funds or cleared funds for payments	Your payments must be in clea to any amounts on your payme charges and fees on your payr
Automatic debit arrangements	You authorize us to debit from subsidiaries or affiliates) the pa that may be due to us under y currency different from the cu prevailing exchange rate at the
	We may choose not to debit y the payment due. You'll be liab

#### rom any payments due even if you think we owe you

the Interest Fixing Date; or as provided above,

an, you'll have to:

unt you'd like to prepay and the date you would like to pay. 30 days before you make the payment. You'll need to make n date;

rest payment dates then you'll need to make sure your nterest payment due date; and e set out in the Disclosure Statement.

will be applied to amounts you owe us in the following order:

if you: hen it's due; to us; nt; or offence.

ount outstanding under the loan will become due

happen. We may choose to accept late payments from you. ension of time or a change of these Terms and Conditions.

litions won't: the obligations under the loan; or edies against you.

ared funds in the agreed currency. There must be no claims nents to us. You're liable for any taxes, levies, imposts, duties, ments.

n your deposit account (maintained with us or any of our bayment of your loan amortization or all such other amounts your loan. Where the deposit account is maintained in a urrency due to be paid, we'll compute the amount due at our e time the amount is due.

your account if you don't have enough money in it to cover ble for any penalty charges on overdue amounts.

#### 3.9 Fees, expenses and commissions

You'll need to pay fees to us for providing the loan, requesting a Service or effecting an Instruction.

#### To see our fees, please:

- Check our website; or
- Ask your Home Loan Specialist.

Overdue amounts	<ul> <li>You'll need to pay a 20% interest p.a. charge for overdue amounts. We'll charge you for the time period your payment is overdue. We'll do this until you fully pay the overdue amount.</li> <li>You'll need to pay each instalment by the due date. If you don't, you'll need to pay a 20% interest p.a. charge for overdue amounts (principal and interest).</li> <li>We'll charge you for the time period your payment is overdue, and for every unpaid Instalment Period. A fraction of an Instalment Period shall be considered 1 full Instalment Period. We'll do this until you fully pay the overdue amount.</li> </ul>
Service Fee and Break Funding Cost	<ul> <li>You'll need to pay a Service Fee and a Break Funding Cost if you:</li> <li>Prepay;</li> <li>Pre-terminate;</li> <li>Restructure the loan term;</li> <li>Change the interest rate fixing date; or</li> <li>Change the repricing period.</li> </ul> These fees cover our actual expenses of assisting you.
Other fees	<ul> <li>You'll need to pay all fees for the loan, including, but not limited to:</li> <li>Application processing fee;</li> <li>Registration of the Promissory Note and Real Estate Mortgage;</li> <li>Changes to the Real Estate Mortgage and other documents;</li> <li>Documentary stamp taxes;</li> <li>Appraisal service fees; and</li> <li>Property ownership costs that we need for the mortgage, such as insurance.</li> </ul>
Fees for recovery of amounts from you	If legal proceedings are started for collection of overdue amounts, you'll jointly and severally, pay us the actual amount of attorney's fees, expenses of collection and legal costs.
Changes to fees	We may set or change how we calculate any fee. We'll tell you before we do this.

#### 3.10 Insurance

- (1) It's very important that you protect and maintain the property, particularly when it is damaged because this can affect the value of the property. The value of the property is important because it forms part of the Security for your loan. It also means we need you to do certain things to protect the value of the property through insurance.
- You'll secure Mortgage Redemption Insurance or Life Insurance endorsed to us for the period of the loan with:
  - Initial coverage equivalent to the Principal Loan Amount; and
  - Succeeding annual coverage based on the outstanding principal balance.
- You'll pay this insurance in full upon drawdown and every year after until the loan is fully paid.

If your mortgage is in a foreign currency, we may get Mortgage Redemption Insurance coverage up to 10% higher than the Principal Loan Amount to cover for any potential currency fluctuation.

You'll also secure insurance coverage:

- Of all buildings, improvements and other properties on the property against fire, earthquake, typhoon and other risks for an amount we consider acceptable;
- Listing us as the beneficiary or loss payee to the extent of our insurable interest; and
- Endorsing and delivering the policies to us.

We'll determine if the insurance is acceptable.

- You agree to hold these insurance policies for our benefit even if we're not listed as beneficiary or loss payee. In the event of any loss or damage to all or any of the property arising from any of the contingencies insured against, you must:
  - Make a claim under the insurance; and
  - Give the proceeds to us.

We'll apply any proceeds to the Secured Obligations.

If you don't do this, we can end your loan and ask you to repay the outstanding balance (including accrued interest and charges) immediately.

We may also take out Mortgage Redemption Insurance or insurance on the property on your behalf. If we do this, we'll:

- Secure insurance coverage for not less than our insurable interest; and
- Take money from your account to pay the premium and any other expenses.

In the event of any loss or damage to all or any of the property arising from any of the contingencies insured against, we can file or liquidate the claims. We'll apply any proceeds to the Secured Obligations. The terms and conditions in the:

- Promissory Note;
- Loan Agreement;
- Facility Offer Letter;
- Real Estate Mortgage Contract; and
- Any other documents you and your Co-Borrowers execute,

may say something different to these Terms and Conditions. If so, you should rely on the other terms and conditions.

#### 3.11 Re-appraisal of property

We reserve the right to request a re-appraisal of the value of the property at any time. We'll use an accredited property appraiser.

In line with Bangko Sentral ng Pilipinas regulations, the property must be re-appraised on every:

- Restructuring of the loan; and
- Year after.

You must pay all costs of all re-appraisals.

#### 3.12 Loan Document requirements

We won't give you money under the loan unless all required documents are submitted.

- You'll give us all necessary original renewed documents straight away. If you're unable to give them to us straight away, then you'll give them to us at least 10 business days before the existing documents expire. This includes (but is not limited to) documents for:
  - Annual fire insurance policy;

- Official receipts for annual premium payments for both Fire and Mortgage Redemption Insurance policies;
- Annual realty tax receipt;
- Current Income Tax Return; and
- All other documents as may be required by us at any time during the term of this Agreement.
- If you don't give us these documents, we can cancel the existing loan. Any amounts you owe us will become due and demandable.
- In the first quarter of the current year (or as requested), you'll give us:
  - Annual Real Estate Tax Receipts; and
  - Tax Clearance or Certification of all land and improvements,

for the property, updated for the full current year.

If you don't submit these documents, we may:(i) Inquire with the appropriate government agencies; or

(ii) Advance payment for the outstanding tax obligation on the property.

If this happens, you'll also have to pay any amounts incurred for the inquiry and payment of property taxes, if applicable. We'll charge these amounts against your account with us. We may also charge you interest until they are repaid.

3.13	Use	of	third	parties
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Collections agency	<ul> <li>You authorize us to:</li> <li>Appoint another HSBC group or e agent; and</li> <li>Disclose related information about</li> </ul>
Credit verification	<ul> <li>You authorize us to:</li> <li>Make inquiries and verifications woof any documents your gave us in financial statements.</li> <li>Disclose information to government inquiries and verifications.</li> <li>This is a requirement of the Bangkon</li> </ul>

#### 3.14 Correspondence

You'll communicate with us in writing. You can find our address details in section 7 of these Terms and Conditions or on our website.

All of our notices to you will be in writing. We'll send them to the address you give us. If we send you something in writing, we'll assume you've received it:

- At the time it's personally delivered to you; or
- 5 days after being sent by post.

You'll need to tell us if your contact details change.

If you don't receive the correspondence we send to you, for any reason, you won't be excused or relieved from the effects of that correspondence. This includes if the address you give us cannot be located or is fictitious.

We may also contact you by phone, SMS, or e-mail.

entity or external debt collecting agencies as our collecting

ut you and your account to assist any collections.

with government agencies or third parties on the authenticity n relation to the loan. This may include income tax returns and

ent agencies or third parties as may be needed to make the

o Sentral ng Pilipinas Circular 472 and related regulations.

#### 3.15 Recording of calls

All calls and other communications with you may be recorded by us Our agents or representatives. We do this to provide fast and accurate services to you. Sometimes we use our agents or service contractors to make these recordings. We can also use these recordings in legal proceedings. You agree to waive any rights under The Anti-Wire Tapping Act (Republic Act No. 4200) including any amendments and any similar law or regulation.

#### 3.16 Waiver of confidentiality

- You agree we can share your information when we need to check your:
  - Tax information with the Bureau of Internal Revenue (or other tax body); and
  - Banking details with our related companies.
- ✓ You agree to us being able to:
  - Obtain, use, and share information from Credit Bureaus;
  - Share information about deposits required in Court; and
  - Share information to third parties such as debt collecting agencies, law firms, and property managers.

You waive your rights under applicable laws on bank secrecy and information security existing or may be enacted later, such as:

- Republic Act 1405 (The Law on Secrecy of Bank Deposits);
- Republic Act 6426 (Foreign Currency Deposit Act);
- Republic Act 8791 (The General Banking Law); and
- Republic Act 10173 (Data Privacy Act),

and you authorize us to:

- Pursuant to Bangko Sentral ng Pilipinas Circular No. 472 Series of 2005 as implemented by Bureau of Internal Revenue Regulation RR-4 2005, verify with the Bureau of Internal Revenue (or such other taxing authority that may substitute it) in order to establish authenticity of the annual income tax returns and accompanying financial statements and documents or information you submit;
- Inquire into any of the deposit accounts or properties maintained by you with us or our associated entities, for the purpose of implementing the Automatic Debit Authorization or the set-off provisions; and
- Obtain from or disclose to our associated entities (including accredited debt agencies, accredited law firms and accredited property managers) or credit bureau any information regarding you, the loan, this Agreement, or any Secured Obligations, as we may deem necessary to exercise our rights under this Agreement or as may be allowed or required by applicable laws, rules and regulations.

You also authorize us to ask for information on the status of any court case where you are a party.

You agree we can give your basic credit data in connection with any credit availment from us to the Credit Information Corporation (or its successor entity) and authorize the latter to provide the same information to the Bangko Sentral ng Pilipinas. This is pursuant to Republic Act 9510 (Credit Information System Act).

#### 3.17 Further acts and assurances

Sometimes there are extra steps required to give full force and effect to our Agreement. We'll tell you if we need you to do anything. You agree to take any extra steps if we ask you to, including:

- Executing documents;
- Delivering documents to us; and
- Other acts or things as may be needed.

If any other agreements or documents need to be executed, they'll form part of our Agreement.

#### 3.18 Amendments

The Features and terms of our loans may change over time. We may offer new types of loans or withdraw types of loans.

We can amend, revise or modify these terms and conditions at any time. We may also amend, revise or modify any of our other terms and conditions. We'll tell you about any changes we make.

If you don't want to be bound by these changes, you'll need to give us written notice that you want to terminate the loan. You'll need to give us this notice within 30 days of receiving notice of the change. If you terminate your loan, you'll have to pay the Service Fee and Break Funding Cost.

If you don't give us notice to terminate, then you unconditionally agree to the changes.

#### 3.19 Exchange rate warning

Your mortgage may be in a different currency to:

- What you're paid in; or
- What you repay your mortgage in.
- This is a risk as the exchange rate may change. This will affect the amount you owe and the amount of your payments.
- You should regularly check the exchange rate to know what you owe and must repay.
- If you aren't comfortable with the amounts you owe or your repayment amounts, you may want to consider reducing the amount of your mortgage, re-financing the mortgage or repaying it early. You should consider speaking with a financial adviser before making changes to your mortgage arrangements.

#### 3.20 Rights are cumulative

All of our rights and remedies under our Agreement are cumulative and in addition to any rights and remedies under the general law or in equity.



### 4. HSBC Home Loan Tariff Schedule

#### 4.1 Tariff Schedule

We may change the rates, fees and charges from time to time. We always tell you before we do this. The latest rates, fees and charges may be found on our website at: www.hsbc.com.ph

Tariff Items	Rates / Minimum Requirements			
Repricing Rate Discounts	HSBC Advance: 0.50%	HSBC Premier: 1.00%		
Application Processing Fee	PHP2,500			
Appraisal Fee	Within Metro Manila: Starting PHP5,000	Outside Metro Manila: Starting PHP5,000		
Registration /	Notarial Fee	PHP200		
Annotation Fees	Documentary Stamp Tax (non-pre-sell)	PHP1.50 for every PHP200 or a fraction thereof of loan proceeds		
	Documentary Stamp Tax (pre-sell)	PHP1.50 for every PHP200 or fraction thereof of loan proceeds for the Promissory Note. PHP40 for the first PHP5,000 and PHP20 on each succeeding PHP5,000 or fractional part thereof in excess of PHP5,000 for the amount secured for the Real Estate Mortgage document		
	Registration Fee	Variable		
Late Payment Fee	20% per annum, computed from the day imme fully paid, which shall be charged against all ov installment period or fraction thereof that an in	verdue amounts (principal and interest) for every		
Change in Automatic Debit Arrangement (ADA) Account	Processing fee (on next scheduled repricing date): PHP500	Processing fee (beyond scheduled repricing date): PHP2,000		

HSBC Savings Bank Home Loan

Change in collateral / Partial release of collateral	Documentary Stamp Tax	PHP1.50 for every PHP200 or a fraction thereof of loan proceeds	
Conateral	Gross Receipt Tax	Please refer to GRT details below	
	Break Funding Cost	Please refer to BFC details below	
	Registration Fee	Variable	
	Processing fee (on next scheduled repricing date): PHP500	Processing fee (beyond scheduled repricing date): PHP2,000	
Change in due date	Notarial Fee	PHP200	
	Processing fee (on next scheduled repricing date): PHP500	Processing fee (beyond scheduled repricing date): PHP2,000	
Change in interest calculation method	Documentary Stamp Tax	PHP1.50 for every PHP200 or a fraction thereof of loan proceeds	
(Straight Line or Reducing Balance)	Gross Receipt Tax	Please refer to GRT details below	
	Break Funding Cost	Please refer to BFC details below	
	Notarial Fee	PHP200	
	Processing fee (on next scheduled repricing date): PHP500	Processing fee (beyond scheduled repricing date): PHP2,000	
Change in interest rate	Processing fee (on next scheduled repricing date): PHP500	Processing fee (beyond scheduled repricing date): PHP2,000	
Change in repayment frequency (fortnightly or monthly)	Processing fee (on next scheduled repricing date): PHP500	Processing fee (beyond scheduled repricing date): PHP2,000	
Change in repricing	Notarial Fee	PHP200	
period (1Y, 5Y)	Processing fee (on next scheduled repricing date): PHP500	Processing fee (beyond scheduled repricing date): PHP2,000	
Loan Term Reduction or Extension	Documentary Stamp Tax	PHP1.50 for every PHP200 or a fraction thereof of loan proceeds	
	Gross Receipt Tax	Please refer to GRT details below	
	Break Funding Cost	Please refer to BFC details below	
	Registration Fee	Variable	
	Notarial Fee	PHP200	
	Processing fee (on next scheduled repricing date): PHP500	Processing fee (beyond scheduled repricing date): PHP2,000	

Pre-termination / Pre-payment	Pre-termination / Pre-payment Fee	PHP4,500
	Break Funding Cost	Please refer to BFC details below
	Gross Receipt Tax	Please refer to GRT details below
	Claw-back fees (for campaign-related expenses)	Please refer to campaign terms and conditions
	Bank-to-bank Third Party Representative Fee (for Ioan take-out)	Within Metro Manila: PHP500 per title
		Outside Metro Manila: PHP1,200 for the first title. PHP500 for each succeeding title.

#### **Break Funding Costs (BFC)**

Break Funding Costs apply when our cost of fundingAdditional Break Funding Cost for pre-termination onuntil the end of the agreed fixed rate period isRepricing or Non-repricing Date within 5 years fromlower than the original cost of funding. Below is andate of loan drawdown, where the original maturityexample of how a break cost is usually calculated.date of the loan is more than 5 years.

 Miguel gets a PHP1,000,000 loan on January 4, 2016. It has a one year fixed rate option at 4.05%. On April 4, 2016, he prepays PHP300,000 of his loan. There's only 9 months left on the loan. We would apply the 9-month market rate at the time, which is 4.00%.

The break funding cost is calculated by multiplying: Amount Prepaid (PHP300,000) X Difference in Interest (0.05%) X Remaining Days (275) / 365

= PHP13.01

#### Gross Receipt Tax (GRT)

The Additional Break Funding Cost will be computed as follows:

Ref 3 X total loan interest computed from loan value date to loan pre-termination date.

Where:

Ref 3 = 4% deficiency gross receipts tax imposed on interest of pre-terminated loans as prescribed under Section 121 of the National Internal Revenue Code of 1997, as amended.

#### For illustration purposes only:

Interest on the pre-terminated loan from value date until pre-termination date is PHP1,000.

Additional break funding cost is computed as: 4% X PHP1,000 = PHP40

This deficiency represents the difference between the 1% Gross Receipts Tax (GRT) initially paid by the Lender/Mortgagee based on the original maturity date of the loan of more than 5 years (under Sec. 121 of the Philippines Tax Code), and the resulting higher GRT of 5% due to the shortened and actual consummated loan tenor which is 5 years or less as a result of loan pre-termination by the Borrower/ Mortgagor. This deficiency GRT is applicable whenever a loan is pre-terminated whether on repricing date or non-repricing date within 5 years from loan drawdown.





### 5. Definitions and interpretation

#### 5.1 How to read this document

In these Terms and Conditions: (i) A "Section", "Clause" or "Appendix" means a section, clause or appendix of these Terms and Conditions;

(ii) Any reference to these Terms and Conditions, an agreement or document is a reference to the same as amended, varied or supplemented from time to time; (iii) Any references to an Applicable Regulation is a reference to the same as amended. re-enacted or in effect from time to time; (iv) A singular expression includes the plural and vice versa, and reference to a gender includes any gender; and (v) "Persons" includes corporations, partnerships or other organizations.

All Appendices form part of these Terms and Conditions.

Headings do not affect the meaning of these Terms and Conditions.

#### 5.2 Definitions

Unless we tell you otherwise, in these Terms and Conditions have the meanings set out below:

Account means any Savings Account, Current Account, Time Deposit Account and any other bank account.

Applicable Regulation means any law, Regulation or court order, or any rule, direction, guideline, code, notice or restriction (whether or not having the force of law) issued by any Authority or industry or self-regulatory body, whether in or outside the Philippines, to which we or you are subject or with which we or you are expected to comply from time to time.

Authority means any regulatory authority, governmental agency (including tax authority), clearing or settlement bank or exchange.

Features mean any Services, rewards, benefits, privileges, promotions and the like associated with a Tier.

HSBC Advance or HSBC Premier is a Tier.

**HSBC Group** means The Hongkong and Shanghai Banking Corporation Limited, its affiliates, subsidiaries, associated entities and any of their branches and offices (together or individually), and "member of the HSBC Group" has the same meaning.

**Instruction** means any instruction in relation to the loan and mortgage, any Account or Service given in any form or by any means accepted by us from time to time which may include fax, telex, telephone, ATM etc.

**Person** includes an individual, sole proprietorship, partnership, firm, company, corporation or unincorporated body of persons.

**Secured Obligations** mean any secured banking or credit facility or financial accommodation made available by us to you or at your request.

**Service** means any service which we may provide or procure in relation to your loan and mortgage.

**Tier** means a tier which we may designate and allocate to you which allows you to enjoy the Features associated with that tier.

You or Your means the Borrower, Mortgagor and any Co-Borrower listed in the details of the Promissory Note with real Estate Mortgage or to whom a Service is provided and, where the context permits, includes any individual authorized by you to give instructions relating to the loan and mortgage.





Collection

### 6. Privacy notice

### 6.1 Collection, use and sharing of customer information

This section explains how we collect, use and share your information and that of Connected Persons. We refer to this information as "Customer Information". By using the Services, you agree that we can use Customer Information in accordance with this Privacy Notice.

We may collect, use and share information about: • You; • A Connected Person; • Your use of HSBC's products • You relationships with the HS
We can only collect, use and s Privacy Notice in 'Use' below.
Customer Information may be • You; • A Connected Person; or • A person acting for You or a
It may also be collected by or information), generated or con

We won't disclose Customer Information to anyone, unless:

- We are legally required to disclose;
- We have a public duty to disclose;
- Our or a third party's legitimate business purposes require disclosure;
- The disclosure is made with your consent; or
- It is disclosed as set out in this Privacy Notice.

re Customer Information. This includes relevant

ts and services; and ISBC Group.

share Customer Information for the purposes listed in this .

e requested from:

Connected Person.

for us from other sources (including from publicly available mbined with other information available to us.

Retention

Use	<ul> <li>We collect, use and share Customer Information for the following purposes:</li> <li>The provision of Services and to approve, manage, administer or effect any transactions that you request or authorize;</li> </ul>	Your Obligations	<ul> <li>You agree to tell us in writing</li> <li>If there are any changes to C</li> <li>Your response to any request</li> </ul>
	<ul> <li>Meeting Compliance Obligations;</li> <li>Conducting Financial Crime Risk Management Activity;</li> <li>Collecting any amounts due and outstanding from you – we may contact you by telephone, text messages, emails, third party inquiries, and other available means to reach you;</li> </ul>		<ul> <li>You must ensure that every C</li> <li>Been notified of their inform</li> <li>Agreed to the collection, proout in this Privacy Notice.</li> </ul>
	<ul> <li>Conducting credit checks and obtaining or providing credit references;</li> <li>Enforcing or defending our rights;</li> <li>For our internal operational requirements (including credit and risk management, system or product development and planning, insurance, audit and administrative purposes); and</li> </ul>		You'll advise Connected Pers Personal Data.
	<ul> <li>Maintaining our overall relationship with you including marketing or promoting financial services or related products and market research.</li> </ul>		<ul> <li>Where:</li> <li>(i) You or a Connected Person</li> <li>Fail to provide Customer I</li> </ul>
	For the rest of this Privacy Notice, we'll refer to these as the "Purposes".		<ul> <li>Withhold or withdraw any Customer Information for</li> </ul>
Sharing	<ul> <li>By using the Services, you agree that we may transfer and disclose Customer Information for the Purposes to:</li> <li>Anyone in the HSBC Group;</li> <li>Our sub-contractors, agents, service providers, or associates;</li> </ul>		or promoting products an (ii) We have suspicions regard (iii) You present a potential Fir
	<ul> <li>Any Authorities who ask;</li> </ul>		We may:
	<ul> <li>Anyone acting on your behalf;</li> <li>Anyone involved in your transactions or accounts, including intermediaries;</li> <li>Companies where we hold securities for you;</li> </ul>		<ul> <li>Be unable to provide all or particular to provide all or part</li></ul>
	<ul> <li>Other financial institutions, and credit agencies to give or get credit references;</li> <li>Any fund manager who provides asset management services to you;</li> <li>Any broker we refer to; or</li> </ul>		<ul> <li>Terminate your Policy if we r exposed to action or censure effect as a full surrender of y</li> </ul>
	<ul> <li>Any party involved in any HSBC business transfer.</li> </ul>		If you do not supply Tax Infor • Report you to a Tax Authorit
	These people may also use the Customer Information for the Purposes.		<ul> <li>Withhold amounts required</li> <li>Pay amounts owing to a Tax</li> </ul>
	These people may be located in other jurisdictions which do not have data protection laws.		
			You agree that we shall not b

writing within 30 days: ges to Customer Information supplied to us; and request from us.

- every Connected Person whose information you have given us has: information being provided; and
- on, processing, disclosure and transfer of their information as set

ed Persons that they have rights of access to, and correction of, their

Person:

- tomer Information that we reasonably request; or
- raw any consents that we may need to process, transfer or disclose tion for the Purposes (except for purposes connected with marketing ucts and services to You);
- regarding the possible commission of Financial Crime; or ntial Financial Crime risk to us.

all or part of the Services to you (including new services);

- ry for us to meet our Compliance Obligations; or
- if we reasonably consider we may break any Laws or we may be censure from any Authority if we don't. Any termination will take der of your Policy.
- ix Information that we ask for, we may: uthority;
- quired by any Tax Authority; or
- a Tax Authority.

You agree to allow us to:

date, unless:

not be liable for any loss or damage arising from or incidental to our use, collection, processing and sharing of Customer Information, and any action we have taken in relation to this Privacy Notice.

(i) Keep information in line with our data retention policy; (ii) Keep the relevant information for your loan for a maximum of 10 years from loan closure

• We're required by law or regulation to retain information for longer; or • You have other agreements with us that requires us to retain the information; and (iii) Delete, destroy or anonymize your information earlier.

#### 6.3 Financial crime risk management activity

We are required to meet Compliance Obligations. Sometimes this involves investigation and prevention of Financial Crime. We may have to take action to meet these obligations. We refer to these actions as "Financial Crime Risk Management Activity".

The action we may take may include:

- Checking any transaction or instruction involving you and your account;
- Investigating the other party to the transaction or instruction;
- Checking Customer Information; and
- Investigating a person or entity.

These actions may cause us to delay, block or refuse:

- Payments to or from your account;
- Your instructions; or
- Your application for Services;
- Providing Services to you.

We won't be liable to you or anyone else for any loss from these actions.

#### 6.4 Tax compliance

- You and Connected Persons are responsible and liable for understanding and following your tax obligations. Do not rely on us for your tax obligations.
- ) Certain countries or territories may have tax legislation with extra-territorial effect regardless of your or a Connected Person's place of domicile, residence, citizenship or incorporation.

Your rights	You and Connected Persons have the right to:
	<ul> <li>Access information we hold and understand how we use it; and</li> </ul>
	<ul> <li>Ask to rectify inaccurate or incomplete information.</li> </ul>
	Sometimes, you and Connected Persons have the right to:
	<ul> <li>Withdraw consent to us using the information. We may refuse because of laws or another</li> </ul>
	legitimate reason;
	<ul> <li>Get the information we have collected from you;</li> </ul>
	<ul> <li>Ask that we send your information to someone else;</li> </ul>
	<ul> <li>Request deletion of information. We may deny this; and</li> </ul>
	• Object to our use of information and ask that we use it only in some circumstances.
	To use your rights, please contact your Relationship Manager or email:
	data.privacy.philippines@hsbc.com.ph
	You may complain to the data protection officer of HSBC and to the National
	Privacy Commission.

#### 6.2 Data protection

Customer Information is protected by a strict code of secrecy and security. All members of the HSBC Group, their staff and third parties must follow this code.

Laws relating to data protection may not have extra-territorial effect and should be taken into consideration together with anti-money laundering and countering the financing of terrorism laws and regulations. Our service providers may be required by law to disclose Customer Information to third parties. Such circumstances include the service provider being compelled to disclose the Customer Information by a court order, requests from governmental or regulatory authorities, police investigations and criminal prosecutions.

#### \Lambda We:

- Do not provide tax advice. You're advised to seek independent legal and tax advice.
- Have no responsibility in respect of your tax obligations in any jurisdiction which they may arise including, without limitation, any that may relate specifically to the opening and use of account(s) or Services provided by us.

#### 6.5 Miscellaneous

If there's any conflict or inconsistency between the terms in this Privacy Notice and those in any other service, product, business relationship, account or agreement between you and us, then this Privacy Notice shall prevail.

Any consents, authorizations, HSBC requested waivers and permissions that already exist from you in relation to Customer Information shall continue to apply in full force and effect, to the extent permissible by applicable local law.

#### 6.6 Survival upon termination

The terms in this Privacy Notice shall continue to apply even after the end of the Services or your loan.

#### 6.7 Survival upon termination

Terms used in this Privacy Notice shall have the following meanings:

**Authorities** includes any judicial, administrative, public or regulatory body, any government, any Tax Authority, securities or futures exchange, court, central bank or law enforcement body, or any of their agents with jurisdiction over any part of the HSBC Group. **Compliance Obligations** means obligations of the HSBC Group to comply with: (a) Laws or international guidance and internal policies or procedures, (b) any demand from Authorities or reporting, disclosure or other obligations under Laws, and (c) Laws requiring us to verify the identity of our customers.

Connected Person means a person or entity (other than you) whose information (including Personal Data or Tax Information) you provide, or which is provided on your behalf, to any member of the HSBC Group or which is otherwise received by any member of the HSBC Group in connection with the provision of the Services. A Connected Person may include, but is not limited to, any guarantor, a director or officer of a company, partners or members of a partnership, any "substantial owner", "controlling person", or beneficial owner, trustee, settler or protector of a trust, account holder of a designated account, payee of a designated payment, your representative, agent or nominee, or any other persons or entities with whom you have a relationship that is relevant to your relationship with the HSBC Group.

**Controlling Persons** means individuals who exercise control over an entity. For a trust, these are the settlor, the trustees, the protector, the beneficiaries or class of beneficiaries, and anybody else who exercises ultimate effective control over the trust, and for entities other than a trust, these are persons in equivalent or similar positions of control. **Customer Information** means your Personal Data, confidential information, account information, and/or Tax Information, or that of a Connected Person, including relevant information about you, or that of a Connected Person, your transactions, your use of our products and services, and your relationships with the HSBC Group.

**Financial Crime** means money laundering, terrorist financing, bribery, corruption, tax evasion, fraud, evasion of economic or trade sanctions, and/or any acts or attempts to circumvent or violate any Laws relating to these matters.

**HSBC Group** means The Hongkong and Shanghai Banking Corporation Limited, its affiliates, subsidiaries, associated entities and any of their branches and offices (together or individually), and "member of the HSBC Group" has the same meaning.

Laws include any local or foreign law, regulation, judgment or court order, voluntary code, sanctions regime, agreement between any member of the HSBC Group and an Authority, or agreement or treaty between Authorities and applicable to HSBC or a member of the HSBC Group.

Personal Data means any information,whether recorded in a material form or not,(a) from which the identify of an individualis apparent or can be reasonably anddirectly ascertained by the entity holding the

information, or when put together with other information would directly and certainly identify an individual, (b) about an individual's race, ethnic origin, marital status, age, color, gender, health, education and religious affiliations, (c) referring to any proceeding for any offense committed or alleged to have been committed by such individual, the disposal of such proceedings, or the sentence of any court in such proceedings, (d) issued by government agencies peculiar to an individual which includes, but not limited to, social security numbers and licenses, and (e) specifically established by an executive order or law to be kept classified.

**Services** includes (a) the opening, maintaining and closing of your bank accounts, (b) providing you with credit facilities and other banking products and services, processing applications, credit and eligibility assessment, and (c) maintaining our overall relationship with you, including marketing services or products to you, market research, insurance, audit and administrative purposes.

**Substantial Owners** means any individuals entitled to more than 10% of the profits of or with an interest of more than 10% in an entity either directly or indirectly.

**Tax Authorities** means Philippine or foreign tax, revenue or monetary authorities (for example, Her Majesty's Revenue and Customs). **Tax Certification Forms** means any forms or other documentation as may be issued or required by a Tax Authority or by us from time to time to confirm your tax status [or the tax status of a Connected Person.

**Tax Information** means documentation or information about your tax status and the tax status of any owner, "controlling person", "substantial owner" or beneficial owner.

We, Our, Us and HSBC in this clause, these refer to HSBC Savings Bank (Philippines) Inc. and any member of the HSBC Group including our authorized service providers. Reference to the singular includes the plural (and vice versa).

#### Important note:

We may change any of the above at any time. We'll tell You if they change.

For more information, You can:

- Speak to your Relationship Manager;
- Speak to your Home Loan Specialist; or
- Visit our website at www.hsbc.com.ph

# 7. Your acknowledgment

I affirm and acknowledge that:

- Received a copy of these Terms and Conditions.
- I carefully read and understood all the these Terms and Conditions.
- I agree to be bound by the Terms and Conditions.

#### Borrower / Mortgagor (You)

Printed name		
Customer signature		
Date signed		
Account Officer signature		HSBC LERIFTED
Printed name		
Customer signature	r (>	
Date signed		
Account Officer signature		HSBC HSBC
Printed name		
Customer signature		
Date signed		
Account Officer signature		SIGNATURA HSBC ARIFTED

Issued by HSBC Savings Bank (Philippines) Inc.

To contact HSBC for inquiries or complaints, call (02) 8858-0800 or (02) 7976-8080 from Metro Manila, 1-800-1-888-4722 PLDT domestic toll-free, +(International Access Code)-800-100-85-808 international toll-fee for selected countries/regions, email hsbc@hsbc.com.ph, or visit hsbc.com.ph/feedback. HSBC Savings Bank (Philippines) Inc. is an entity regulated by the Bangko Sentral ng Pilipinas (Bangko Sentral). You may get in touch with the Bangko Sentral Consumer Protection and Market Conduct Office through their Email: consumeraffairs@bsp.gov.ph; Webchat: http://www.bsp.gov.ph; Facebook: https://www.facebook.com/BangkoSentralngPilipinas or SMS: 021582277 (for Globe subscribers only).

