

Notifications relating to HSBC Bank plc – pobočka Praha



1. Introduction and interpretation

When you do financial / capital market business with HSBC Bank plc, acting through its branch HSBC Bank plc – pobočka Praha, we need to provide you with the notifications set out below.

In this form, HSBC Bank plc, acting through its branch HSBC Bank plc – pobočka Praha, may be referred to as “HSBC”, “we” or “our”.

If you have any questions please contact your usual HSBC representative.

The registered address of HSBC Bank plc is 8 Canada Square, London E14 5HQ, United Kingdom. HSBC Bank plc is registered in England, with company registration number 14259. HSBC Bank plc is acting in the Czech Republic through its branch HSBC Bank plc – pobočka Praha, with registered address at Na Florenci 2116/15, Nové Město, 110 00 Praha 1, Czech Republic. HSBC Bank plc – pobočka Praha is registered in the Commercial Register maintained by the Municipal Court in Prague, under File No. A 20030, identification number 659 97 212. Email address for communications in relation to these notifications is mifid.cze@hsbc.com.

HSBC Bank plc is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. HSBC Bank plc appears on the UK’s financial services register with firm reference number 114216. The address of the Prudential Regulation Authority is Prudential Regulation Authority, 20 Moorgate, London EC2R 6DA. The address of the Financial Conduct Authority is Financial Conduct Authority, 25 The North Colonnade, London E14 5HS. HSBC Bank plc operates in the Czech Republic based upon a notification to the Czech National Bank (“**CNB**”), with registered address at Na Příkopě 28, 115 03, Prague 1, Czech Republic, which supervises its activities in the Czech Republic in a limited scope.

2. Communications between us

Communications between us in relation to any products or services which we provide to you which are within the scope of the (recast) Markets in Financial Instruments Directive 2014/65/EU (“**MiFID II**”) shall be in English or Czech languages.

Generally, including, where relevant, for the purposes of any order you wish to place with us, you may communicate with us as through your usual HSBC representative, through one of the following means:

- i. by post, personal delivery or in person at our registered office in Czech Republic set out above;
- ii. by telephone; and
- iii. where we agree, by email.

In any situations where you are obliged to communicate with us in writing, please do so:

- i. by post or personal delivery to our registered office in Czech Republic, marked to the attention of your usual HSBC representative; or
- ii. where we agree, by sending an email to an email address that we will provide you for the purpose from time to time.

3. Recording and monitoring of communications

In certain circumstances, communications in relation to the business conducted between us (including emails, voicemail, online chat conversations, telephone calls and website usage records) as well as paper correspondence such as envelopes or packages may be monitored, recorded or inspected (as appropriate) using monitoring devices or other technical or physical means. The monitoring of communications may take place where deemed necessary for purposes permitted by law from time to time, including without limitation to record evidence of business transactions and so as to ensure compliance with HSBC’s regulatory obligations and its policies and procedures.

As required by Applicable Regulations, HSBC will record telephone conversations and electronic communications that result in transactions or that may result in transactions which fall within the scope of MiFID II.

Where HSBC is required to record communications under the rules of the Financial Conduct Authority (“**FCA**”), or under the Czech Capital Market Undertakings Act No. 256/2004 Coll., as amended, or other law, as applicable (“**Applicable Regulations**”), a copy of the recording of those communications referred to in the preceding paragraph will be made available to you on request for a period of five years from the date of the communication. The FCA or the CNB may request that we retain certain or specific records for longer than five years and, if it does, the records retained as a result of such a request will be available to you for a period of up to seven years.

Any telephone conversations and electronic communications that are recorded for the

purposes described here may be recorded without use of a warning tone or other notification. All recordings and other records shall be and remain HSBC's sole property.

4. Conflicts of interest

Situations can arise where our interests, or those of our staff, conflict with your interests or where your interests compete with those of other clients of ours.

The way in which we address any actual or potential conflicts of interest and a description of our conflicts of interest policy can be accessed through the website link indicated below. Our conflicts of interest policy sets out in more detail the circumstances which may constitute or may give rise to a conflict of interest, the procedures we will follow and the measures we will adopt to prevent or manage such conflicts. Where you request, we will provide you with further information on our conflicts of interest policy.

Additional disclosures in relation to our conflicts of interest policy, our general policy relating to payments to or from third parties and in relation to the services we provide to you that are within the scope of MiFID II, are available via <http://www.gbm.hsbc.com/financial-regulation/market-structure/mifid/policies-disclosures>.

5. Fees, commissions or non-monetary benefits that we may receive or pay

HSBC may pay or receive fees, commissions or non-monetary benefits to and from a company with which we have a connection or other third party where permitted by the Applicable Regulations. HSBC will provide you with separate disclosure of the essential arrangements relating to such fees, commissions or non-monetary benefits where it is required to do so under the Applicable Regulations.

Our general policy relating to these arrangements can be accessed through the website link indicated above. You should read this information carefully. Where necessary under the Applicable Regulations, we will provide to you separately further details about such arrangements as they relate to particular services or transactions.

6. Complaints

In the event that you have a complaint about the quality of the services which HSBC supplies to you, please follow the Complaints Procedure Regulation. And if you would like to receive further information concerning HSBC's complaints handling processes, you may speak to your usual HSBC representative.

7. Best Execution

Under MiFID II, HSBC is required to take all sufficient steps to obtain the best possible result for its clients when executing orders on their behalf.

8. Notice in Relation to Designated Investments and Associated Risk

The Notice in Relation to Designated Investments and Associated Risk contains information, guidance on and warnings of the risks associated with financial products in which you may invest under the HSBC Terms of Business.

9. Terms of dealing

The Terms of Dealing documents set out some of the key aspects of the relationship between HSBC and its clients when transacting in various products.

More detailed information, in particular on Best Execution, Investment Instruments Notices and Related Risks, and Trading Rules are available at <http://www.gbm.hsbc.com/financial-regulation/market-structure/mifid/policies-disclosures>.