

AMENDMENT FOR HSBC AMANAH TERMS AND CONDITIONS GOVERNING SUKUK INVESTMENTS

4 September 2025

Dear Valued Customers,

We hereby give notice that effective 14 September 2025, HSBC Amanah Terms and Conditions Governing Sukuk Investments shall be revised and will supersede the existing HSBC Amanah Terms and Conditions

Following are the revisions made (deletion in ~~strike through~~, new insertion in underlined and **bold**):

Clause	Existing Clause	Revised Clause
4 Sub- clause 4.3	4.3 The Bank shall not be liable for any loss suffered by the Customer for any acts or omissions of the Sub-Custodian in connection with and Sukuk held , in the case where the Sub-Custodian has been properly and lawfully appointed.	4.3 <u>The Customer agrees that</u> the Bank shall not be liable for any loss suffered by the Customer for any acts or omissions of the Sub-Custodian in the case where the Sub-Custodian has been properly and lawfully appointed, <u>save and except where such loss or damage was directly attributable to the Bank's gross negligence or wilful default.</u>
6 Sub- clause 6.1	6.1 The Bank is under no duty to verify the identity of the person's giving the instruction for the Services, and the Bank may at its discretion accept any instruction which the Bank, acting in good faith, believes to have come from the Customer (whether so authorised or not). In such case the Customer agrees that:- • such instructions shall be binding on the Customer; and • the Bank shall not be liable to the Customer for any loss in doing so	6.1 <u>Upon receiving a Customer's instruction, the Bank shall take reasonable steps to verify the identity of the person/s giving the instruction for the Services,</u> and the Bank may at its discretion accept any instruction which the Bank, acting in good faith, believe to have come from the Customer. In such case the Customer agrees that:- • such instructions shall be binding on the Customer; and • the Bank shall not be liable to the Customer for any loss in doing so, <u>unless the Bank has acted negligently or wilful breach of duty.</u>

6 Sub- clause 6.2	6.2 The Bank shall act on any instructions received as soon as it is reasonably possible. The Customer agrees that the Bank will not be liable to the Customer for:- • any loss, damage or expense ; or • any consequential loss, damage or expenses (including any change in the price of the Sukuk between the time of giving/receipt of instruction and the time the instruction is acted on) arising from any delay in acting, partial completion or failure/inability to act on any instruction unless the Bank had acted negligently.	6.2 The Bank shall act on any instructions received as soon as it is reasonably possible. The Customer agrees that the Bank will not be liable to the Customer for:- • any loss, damage or expense ; or • any consequential loss, damage or expenses (including any change in the price of the Sukuk between the time of giving/receipt of instruction and the time the instruction is acted on) <u>arising from any delay in acting, partial completion or failure/inability to act on any instruction unless the Bank had acted negligently or wilful breach of duty.</u>
9 Sub- clause 9.2	9.2 Any proceeds due from coupon payment and redemption/maturity of a Sukuk payable to the Customer will be paid to the Customer within ten (10) Banking days from the date the said proceeds are received by the Bank.	9.2 Any proceeds due from profit payment and redemption/maturity of a Sukuk payable to the Customer will be paid to the Customer within ten (10) Banking days from the date the said proceeds are received by the Bank.
9 Sub- clause 9.3	9.3 All proceeds of coupon payment, redemption/maturity, sale and any other proceeds received by the Bank for the Sukuk Trade will be credited to the Customer's Bank Account, net of any income, fees, expenses, charges and withholding tax (if any).	9.3 All proceeds of profit payment, redemption/maturity, sale and any other proceeds received by the Bank for the Sukuk Trade will be credited to the Customer's Bank Account, net of any income, fees, expenses, charges and withholding tax (if any).
14 Sub- clause 14.4	14.4 The Bank is also entitled, without the need to give any written or prior notice to the Customer, to exercise the Bank's rights set out in Clause 14.5 below where there is any law requiring the Bank to terminate the Services or where the Bank determines that there is a matter or event which requires a termination of the Services in the interest of the Bank.	14.4 The Bank is also entitled, without the need to give any written or prior notice to the Customer, to exercise the Bank's rights set out in Clause 14.5 below where there is any law requiring the Bank to terminate the Services or where there is a matter or event which requires a termination of the Services <u>to ensure compliance with regulatory duties and risk management purposes.</u>

The Amended Terms & Conditions for HSBC Amanah Terms and Conditions Governing Sukuk Investments is available [here](#).