

VISA® GOLD
CARDMEMBER AGREEMENT
AND DISCLOSURE STATEMENT
AG2818A (02/10) CI

FOR CUSTOMERS OF: HSBC Private Bank HSBC Bank USA, N.A. HSBC Private Bank International

AGREEMENT TO TERMS AND DEFINITIONS

This Cardmember Agreement and Disclosure Statement, and any amendments are collectively the “Agreement” that governs the open end line of credit we have established for you (your “Account”). “You” and “your” refer to all persons who applied for the Account. “We,” “us,” and “our” refer to HSBC Bank USA, N.A. “Card” means any credit cards issued under this Agreement. You and we are bound by this Agreement from the date of your first transaction, including, without limitation, the placement or posting of any Annual Fee on your Account. You may cancel your Account before using it without paying any Annual Fee if you call us within 90 days of your Account open date at the customer service number on the back of your card.

USING YOUR ACCOUNT

Account Use Restrictions

You agree to use your Account only for personal, family, household, or charitable purposes. You agree not to use your Account to make payments to us or to any of our affiliates. You agree to only use your Account for valid and lawful purposes and that if your Account is used for any other purposes, you are responsible for such use and may be required to reimburse us and Visa International for all resulting amounts and expenses.

Accessing Your Account

Your Card must be signed to be used. Whether you sign the Card or not, you are fully responsible for complying with all the terms of this Agreement, including the obligation to pay us for all balances due on your Account as specified in this Agreement. You can access your Account using your Card or by other means approved by us which may include cash advance transactions. Cash advances include all advances through or with the Card to get cash over the counter, through an ATM, balance transfers, credit card checks, if applicable or other “cash-like” transactions (such as purchasing a money order, traveler’s check, casino or betting chip, or a lottery ticket) as determined by us. We may limit the dollar amount and/or frequency of any type of transaction without notice to you.

YOUR CREDIT

Credit Limit

We will advise you of the total credit limit on your Account. All or a portion of your total credit limit is available for cash advances. Your total credit limit and cash advance limit may change from time to time. We will notify you of any such changes through your billing statement or by sending you a separate notice. If no separate cash advance limit is listed on your billing statement, then the amount of your credit limit available for cash advances is your total credit limit. You agree not to allow your unpaid balance to exceed your total credit limit. Your unpaid balance includes Interest and Annual Fees. We are not required to extend credit including, if you have exceeded your total credit limit or if the amount requested would cause you to exceed your total credit limit. If you exceed your total credit limit, you agree to pay us that excess amount immediately. Your total credit limit and cash advances limit may not reflect our payments for up to 14 days.

CREDIT AUTHORIZATIONS

Some purchases will require our prior authorization, and you may be asked by the merchant to provide identification. If any part of the authorization system is not working, we may not be able to authorize a transaction, even if you have sufficient available credit. We will not be liable to you if any of these events happen. We are not responsible for the refusal of any merchant to accept or honor your Card.

PAYMENT

PROMISE TO PAY

You promise to pay according to the terms of this Agreement for all: (a) credit we extend to you or to anyone you authorize to use your Account; (b) Interest and Annual Fees provided in this Agreement; and (c) collection costs and attorneys' fees to the extent permitted by applicable law. If your Account is a joint Account, each joint Account holder is jointly and individually responsible for all amounts due under this Agreement regardless of any death, divorce, other legal proceedings or any agreement that may affect liability between you. If either joint Account holder denies liability for amounts owed, or for other reasons, at our discretion, we may close your Account. If we do, you must continue to pay according to the terms of this Agreement, but you will not be able to make new charges on your Account.

Payment

Each periodic billing statement you receive from us will identify a Minimum Payment Due. You must pay the Minimum Payment Due by the Payment Due Date reflected on your billing statement. All payments must be in U.S. dollars. Except for disputed payments, if you pay by mail, the payment must be sent to the address specified on our billing statement. If you pay by negotiable instrument, such as a money order or check, it must be in a form that is acceptable to us and must be drawn on a U.S. financial institution. Any check, money order or other instrument tendered as an accord and satisfaction, or which includes a condition, restrictive endorsement or any statement to the effect that acceptance of such instrument shall constitute full or partial satisfaction of a disputed or undisputed debt (collectively, a "Condition") must be sent to the inquiry address shown on your billing statement. You must note conspicuously on the face of the payment instrument that it is tendered for this purpose. We reserve the right to refuse to accept any payment that is subject to a Condition. If the payment does not comply with the foregoing and we process it, we will not be bound by the Condition. By sending us a check for payment on your Account, you authorize us to initiate an electronic funds transfer from your bank or other financial institution account, according to the terms of the check. This means your check will be converted to an electronic transaction and your original check will not be returned to you by your bank. Your original check will be destroyed. Your checking or other financial institution account may be debited the same day we receive your check. If you do not want your check to be converted to an electronic funds transfer, please call the customer service number on the back of your Card. When you use our optional payment by phone service, you authorize us to initiate an electronic funds transfer from your designated bank account or to process the payment as a check transaction. You authorize the amount and timing of each payment. Please retain this authorization for your records.

INTEREST RATES AND FINANCE CHARGES

The APRs on your Account are fixed rates. The APR is divided by 365 and rounded to the next highest hundred thousandth of a percentage point to determine your Daily Periodic Rate. The Daily Periodic Rate is used to determine the amount of periodic Interest Charges.

Purchase APR

Your Purchase APR applies to credit card purchases. The ANNUAL PERCENTAGE RATE is 19.80% (corresponding .05425% Daily Periodic Rate).

Balance Transfer APR

Your Balance Transfer APR applies to balance transfers and credit card checks. The ANNUAL PERCENTAGE RATE is 19.80% (corresponding .05425% Daily Periodic Rate).

Cash APR

Your Cash APR applies to cash advances. The ANNUAL PERCENTAGE RATE is 19.80% (corresponding .05425% Daily Periodic Rate).

INTEREST AND FINANCE CHARGES

All Interest and Finance Charges will be added to the purchase balance, unless otherwise specified.

Minimum Interest Charge. The minimum amount of Interest that will be assessed in any billing cycle in which a periodic Interest Charge is payable. The Minimum Interest Charge will be allocated to each category of transactions containing balances subject to an Interest Charge. There is no Minimum Interest Charge on your Account.

How Periodic Interest Charges are Calculated. Periodic Interest Charges are added to the Account when we apply the applicable APR to the balances on the billing statement. We do this by multiplying the Average Daily Balance for each type of transaction shown on your billing statement (for example, purchases, balance transfers, cash advances) by the applicable Daily Periodic Rate. We then multiply the result by the number of days in the billing cycle. Periodic Interest Charges will be calculated using the Daily Periodic Rate in effect on the billing statement closing date.

How Average Daily Balance is Determined. To calculate the Daily Balances, we take the beginning balance for each type of transaction every day, add any new transactions, any previous day's periodic Interest Charges, any Finance Charges, any fees and charges, and subtract any payments and/or credits and make any necessary adjustments. If a transaction posts after the beginning of a billing cycle, but the transaction occurred prior to the beginning of that billing cycle, the applicable Daily Balance and any related Interest Charge calculations may be adjusted to include the transaction amount as of the first day of the billing cycle in which it posts. If your Account is subject to a grace period during the billing cycle, payments made during that cycle will be subtracted from all Daily Balances in the current cycle. If a transaction for a returned payment or a dispute resolved in our favor posts after the beginning of the billing cycle, the applicable Daily Balance(s) and any related Interest Charge calculations will be adjusted retroactively to include the transaction amount as of the date of the original transaction. To calculate the Average Daily Balance, we add the Daily Balances for each day of the billing cycle and divide the total by the number of days in the billing cycle.

How to Avoid Paying Interest on Purchases (Grace Period on Credit Card Purchases). Periodic Interest Charges begin to accrue on the date of the transaction and continue to accrue until your balance is paid in full. However, if you pay your entire New Balance by the Payment Due Date in the previous month, you can pay your current month's New Balance within 25 days of the Statement Date without being charged interest on your purchases.

Paying Interest on Other Transactions (No Grace Period on other transactions). There is no grace period for other transactions including cash advances, balance transfers and credit card checks, unless otherwise disclosed. Periodic Interest Charges begin to accrue on the date of the transaction, and continue to accrue until payment in full is credited to your Account.

ACCOUNT FEES AND OTHER CHARGES

ANNUAL FEE

Your Account is subject to a \$75 Annual Fee. This Annual Fee entitles you to one Card. There will be an additional charge of \$25 per card per year for additional Cards. The amount of these fees may be changed in the future. Each anniversary date of the opening of your Account, the Annual Fee for your renewed Account will be billed to the Account. If you do not want to renew your Account and be charged the Annual Fee, then you must notify us at the address shown on your billing statement that you wish to cancel your Account. The Annual Fee is non-refundable. The Annual Fee compensates HSBC Bank USA, N.A., in part, for cardmember services provided or made available to you throughout the membership year, which includes but is not limited to, the right of the cardmember to access customer service staff, the right of the cardmember to withhold payment of disputed charges, and the processing and mailing of the billing statement.

ADDITIONAL TERMS

CHANGE OF TERMS (Including Interest Charges)

WE MAY CHANGE OR TERMINATE ALL OR ANY PART OF THIS AGREEMENT OR ADD NEW TERMS AT ANY TIME, INCLUDING WITHOUT LIMITATION ADDING OR INCREASING FEES, INCREASING YOUR PERIODIC PAYMENT, INCREASING THE RATE OR AMOUNT OF INTEREST, OR CHANGING THE METHOD OF COMPUTING THE BALANCE UPON WHICH INTEREST ARE ASSESSED. AMONG OTHER THINGS, WE MAY INCREASE YOUR APR, FEES, AND TOTAL COST OF CREDIT BASED ON A CHANGE IN YOUR CREDIT HISTORY, AN INCREASE IN YOUR CREDIT OBLIGATIONS, ACCOUNT PERFORMANCE, USE OF YOUR CREDIT LINES WITH US OR ANOTHER CREDITOR, OR OUR FINANCIAL RETURN. ANY CHANGES WILL BE IN ACCORDANCE WITH THIS AGREEMENT AND APPLICABLE LAW. WRITTEN NOTICE WILL BE PROVIDED TO YOU WHEN REQUIRED BY APPLICABLE LAW. UNLESS OTHERWISE STATED, CHANGES APPLY TO BOTH NEW AND OUTSTANDING BALANCES.

ACCOUNT RENEWAL, CLOSURE AND TERMINATION

CARD RENEWAL

Cards are issued with an expiration date. We have the right not to renew your Card for any reason.

ACCOUNT CLOSURE

We may close your Account, suspend your credit privileges, or reduce your credit limit at any time and for any reason, subject to the requirements of applicable law. In any of these events, your Account balance will continue to accrue

Interest until paid in full, and will remain subject to all the terms and conditions of this Agreement. If we close your Account, you agree to destroy your Card(s) and any unused credit card checks, if applicable. If your Account has been closed, or your credit privileges are suspended, you may not use your Card or credit card checks, if applicable.

CLOSING YOUR ACCOUNT

You can cancel or close your Account by writing to 452 Fifth Avenue, New York, NY 10018. If you cancel your Account, you must immediately pay everything you owe us, including any amounts owed but not yet billed to you. Your Account balance will continue to accrue Interest and will remain subject to all the terms and conditions of this Agreement. You also agree to destroy your Card(s) and any unused credit card checks, if applicable. We will not honor any credit card check, if applicable, written on your Account or authorize any transactions after your Account is closed.

Default

You will be in default under this Agreement if: (a) you fail to make the Minimum Payment Due in time to be credited to your Account as of the Payment Due Date; (b) you violate any other provision of this Agreement; (c) you become deceased; (d) you become subject to bankruptcy or insolvency proceedings; (e) you supply us with misleading, false, incomplete or incorrect information; (f) we receive information from third parties, which indicate a serious delinquency or charge-off with other creditors; (g) you or your property are subject to subpoena, other legal proceedings or investigation or material adverse event; or (h) you fail to provide us a physical address. Upon default, we have the right to close your Account, to terminate or suspend your credit privileges under this Agreement, to change the terms of your Account and this Agreement, and sue you for any Account balance. Any remaining Account balance will continue to accrue Interest until paid in full and will remain subject to all the terms and conditions of this Agreement. If we sue you, or if we hire a third party to collect your Account balance, you will pay our court costs, reasonable attorneys' fees and other collection costs related to the default to the extent permitted by law, and we will apply your payments first to attorneys' fees and other costs and then to principal and unpaid Interest.

CREDIT CARD FRAUD

LIABILITY FOR UNAUTHORIZED USE

You should retain copies of all charge slips until you receive your statement, at which time you should verify that the charges are true and the amounts unaltered. You may be liable for the unauthorized use of your credit card. You will not be liable for unauthorized use that occurs after you notify us of the loss, theft or possible unauthorized use. Notification must be given by writing us immediately upon learning of the loss, theft or possible unauthorized use at P.O. Box 80029, Salinas, CA 93912-0029 or calling us at the telephone number listed on your billing statement. You will not be liable for any unauthorized use of your credit card Account when you notify us immediately at the phone number or address above. In any case, your liability for unauthorized use of your credit card will not exceed \$0.

LOST OR STOLEN CREDIT CARD OR ACCOUNT CHECKS

You agree to notify us immediately if your credit card or credit card checks (if provided) are lost or stolen or your Account number is compromised. You may notify us by calling (877) 702-9075.

STOP PAYMENT

If checks are provided, you may stop payment on it by notifying us in writing at P.O. Box 80029, Salinas, CA 93912-0029 or by calling us at the telephone number listed on the billing statement. When you write, include the number, payee, amount, and date of the credit card check on which payment is to be stopped. If you call, you must confirm the call in writing within 14 days. A written stop payment will remain in effect for six months unless renewed in writing.

FOREIGN TRANSACTIONS

FOREIGN TRANSACTIONS FOR VISA® ACCOUNTS

If you incur a charge in a foreign currency, or incur a charge in U.S. dollars outside the United States, the charge will be converted by Visa International into a U.S. dollar amount. A currency conversion will occur even if the transaction is made in U.S. dollars. Visa International will use the procedures set forth in its Operating Regulations in effect at the time that the transaction is processed. Currently, those Regulations provide that the currency conversion rate to be used is either (1) a rate selected by Visa from the range of rates available in wholesale currency markets for the applicable central processing date, which rate may vary from the rate Visa itself receives, or (2) the government-mandated rate in effect for the applicable central processing date, in each instance. The currency conversion rate in effect on the processing date may differ from the rate in effect on the transaction date or the posting date.

PERSONAL INFORMATION

CHANGE OF NAME, ADDRESS, TELEPHONE NUMBER OR EMPLOYMENT

You agree to give us prompt notice of any change in your name, mailing address, telephone number or place of employment.

UPDATED FINANCIAL AND OTHER INFORMATION

Upon request, you agree to promptly give us accurate financial and other information about yourself.

CERTAIN PRIVACY PRACTICES

For additional information regarding our privacy practices, please refer to our Privacy Statement.

OTHER INFORMATION

SEVERABILITY

If any provision of this Agreement is finally determined to be void or unenforceable under any law, rule or regulation, all other provisions of this Agreement will remain valid and enforceable.

WAIVER

We may choose to delay enforcing or waive any of our rights under this Agreement in certain situations. We can delay enforcing or waive any of our rights without affecting our other rights. If we waive a right, we do not thereby waive the same right in other situations.

APPLICABLE LAW

This Agreement and your Account will be governed by federal law and the laws of the state of Virginia, whether or not you live in Virginia and whether or not your Account is used outside Virginia.

ASSIGNMENT OF ACCOUNT

We may sell, assign or transfer your Agreement and Account or any portion thereof without notice to you. You may not sell, assign or transfer your Account. If we sell, assign, or transfer your Account, the purchaser, assignee, or transferee shall have the same rights as we do under the Agreement.

WHO IS BOUND

This Agreement binds you and your heirs, legal representatives, successors and assigns.

YOUR BILLING RIGHTS:

Keep this Document for Future Use.

This notice tells you about your rights and our responsibilities under the Fair Credit Billing Act.

What To Do if You Find a Mistake On Your Statement

If you think there is an error on your statement, write to us at:

HSBC Bank USA, N.A.

One HSBC Center

Buffalo, New York 14203

or at the address shown on your billing statement.

In your letter, give us the following information:

Account information: Your name and account number.

Dollar amount: The dollar amount of the suspected error.

Description of problem: If you think there is an error on your bill, describe what you believe is wrong and why you believe it is a mistake. You must contact us:

Within 60 days after the error appeared on your statement.

At least 3 business days before an automated payment is scheduled, if you want to stop payment on the amount you think is wrong.

You must notify us of any potential errors in writing. You may call us, but if you do we are not required to investigate any potential errors and you may have to pay the amount in question.

What Will Happen after We Receive Your Letter

When we receive your letter, we must do two things:

1. Within 30 days of receiving your letter, we must tell you that we received your letter. We will also tell you if we have already corrected the error.
2. Within 90 days of receiving your letter, we must either correct the error or explain.

While we investigate whether or not there has been an error:

We cannot try to collect the amount in question, or report you as delinquent on that amount.

The charge in question may remain on your statement, and we may continue to charge you interest on that amount.

While you do not have to pay the amount in question, you are responsible for the remainder of your balance.

We can apply any unpaid amount against your credit limit. After we finish our investigation, one of two things will happen:

If we made a mistake: You will not have to pay the amount in question or any interest or other fees related to that amount.

If we do not believe there was a mistake: You will have to pay the amount in question, along with applicable interest and fees. We will send you a statement of the amount you owe and the date payment is due. We may then report you as delinquent if you do not pay the amount we think you owe.

If you receive our explanation but still believe your bill is wrong, you must write to us within 10 days telling us that you still refuse to pay. If you do so, we cannot report you as delinquent without also reporting that you are questioning your bill. We must tell you the name of anyone to whom we reported you as delinquent, and we must let those organizations know when the matter has been settled between us. If we do not follow all of the rules above, you do not have to pay the first \$50 of the amount you question even if your bill is correct.

Your Rights If You Are Dissatisfied with Your Credit Card Purchases

If you are dissatisfied with the goods or services that you have purchased with your credit card, and you have tried in good faith to correct the problem with the merchant, you may have the right not to pay the remaining amount due on the purchase.

To use this right, all of the following must be true:

1. The purchase must have been made in your home State or within 100 miles of your current mailing address, and the purchase price must have been more than \$50. (Note: Neither of these are necessary if your purchase was based on an advertisement we mailed to you, or if we own the company that sold you the goods or services.)
2. You must have used your credit card for the purchase. Purchases made with cash advances from an ATM or with a check that accesses your credit card account do not qualify.
3. You must not yet have fully paid for the purchase. If all of the criteria above are met and you are still dissatisfied with the purchase, contact us in writing at:

HSBC Bank Nevada, N.A.

PO Box 5253, Carol Stream, IL 60197-5253

or at the address shown on your billing statement.

While we investigate, the same rules apply to the disputed amount as discussed above. After we finish our investigation, we will tell you our decision. At that point, if we think you owe an amount and you do not pay, we may report you as delinquent. HSBC Bank USA, N.A. One HSBC Center Buffalo, New York 14203 Eesh K. Bansal SVP, Head of Asset Businesses February 1, 2010 Visa is a registered trademark of Visa International Service Association. © HSBC Finance Corporation. 2010. All Rights Reserved.

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Pricing Addendum

INTEREST RATES AND FINANCE CHARGES

Interest Rates

The APRs on your Account are fixed rates. The APR is divided by 365 and rounded to the next highest hundred thousandth of a percentage point to determine your Daily Periodic Rate. The Daily Periodic Rate is used to determine the amount of periodic Interest Charges.

Purchase APR

Non-Variable 19.8%

Balance Transfer APR

Non-Variable 19.8%

Cash APR
Non-Variable 19.8%

Interest and Finance Charges

How to Avoid Paying Interest on Purchases (Grace Period on Credit Card Purchases): Your due date is within 25 days after the close of each billing cycle. We will not charge you interest on purchases if you pay your entire balance by the due date each month.

ACCOUNT FEES AND OTHER CHARGES

Annual Fee: \$75

Additional Card Fee: \$25

Required insurance, debt cancellation or debt suspension coverage: None

How Average Daily Balance is Determined: To calculate the Daily Balances, we take the beginning balance for each type of transaction every day, add any new transactions, any previous day's periodic Interest Charges, any Finance Charges, any fees and charges, and subtract any payments and/or credits and make any necessary adjustments. To calculate the Average Daily Balance, we add the Daily Balances for each day of the billing cycle and divide the total by the number of days in the billing cycle.

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ADDITIONAL DISCLOSURE STATEMENT

INTEREST RATES AND FINANCE CHARGES

Annual Percentage Rates ("APR") and Daily Periodic Rates ("DPR") as of 06/30/10

Purchase APR:

Applies to credit card purchases
19.8% APR (corresponding 0.05425% DPR)

Balance Transfer APR:

Applies to balance transfers and credit card checks, if available
19.8% APR (corresponding 0.05425% DPR)

Cash APR:

Applies to cash advances
19.8% APR (corresponding 0.05425% DPR)

ACCOUNT FEES AND OTHER CHARGES

Annual Fee/Periodic Membership Fee – \$75
Additional Card Fee: \$25

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