

Please see below your Table of Contents based upon the services you have requested and the information you have provided to us. You can review each document by using the links within the Table of Contents and the Adobe Reader navigation tools.

The documents available for printing represent the minimum number of pages required to meet the regulatory and legal requirements of the country(ies) where services have been requested. Certain countries are required to store original documents locally or are required to have contracts executed in their local language. This pack will automatically take account of these requirements and generate the correct documents.

We require those authorised person(s) listed in the Signature Book section below to provide their specimen signature in a Signature Book. We will, wherever possible, share this Signature Book within HSBC. However, it may be necessary for us to collect more than one Signature Book per person where regulatory or legal requirements prevail.

Any English translations, where applicable, are available separately to you using the link within this Table.

To print the entire set of documents you should use the printing functionality within the Adobe Reader toolbar.

To optimise printing, the documents are designed to print in duplex mode (both sides of each page). Please ensure you set your printer accordingly.

If you identify any amendments to the information you entered please discard these documents and return to your original pack and make your changes. The subsequent selection of the Preview option will generate a new Global Documentation pack, duly updated.

Some of the information we require to complete your application is not captured within this form. You will need to complete these sections by hand when you print your Global Documentation pack. Please ensure that these and all other applicable fields within the printed documents are completed.

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Relationship Acceptance Form

For Bank Use Only

Original Document Stored

GRID

Customer Details

Registered/Customer Name	Test HK NTB Customer JB Ltd		
Country of Formation / Incorporation	Hong Kong	Country Of Registration (if different from Formation/Incorporation)	United Kingdom
Registration/Formation/ Incorporation Number (if applicable)	12121212	Tax Number	21212121
Date of Formation/Incorporation or Registration	01/02/2017	Corporate Status	corporate

"Formation" means, in relation to a non-corporate entity, the execution of legal documents or completion of such other legal steps (including obtaining required approvals) as may be required to form such entity. The customer whose Registered/Customer Name is set out above shall be referred to as "Customer" for the purposes of the Relationship Documents. Terms used in this Relationship Acceptance Form shall have the same meaning as in other relevant Relationship Documents, unless otherwise defined.

Customer Address Details

Registered/Customer Address

Address Line 1			
Address Line 2			
Address Line 3			
City		State/Province/County	
Postal/Zip Code		Country	Hong Kong

Business Address

☒ Same as Registered/Customer Address

☐ Other

Correspondence Address

☒ Same as Registered/Customer Address

☐ Same as Business Address

☐ Other

Relationship Acceptance Form *continued*

Customer Contact

Please provide details of the primary business contact(s).

First Name(s)	<input type="text" value="Jon"/>	Last Name	<input type="text" value="B"/>
Title (e.g. Mr, Mrs)	<input type="text" value="Mr"/>	Job Title	<input type="text"/>
Telephone Number	<input type="text"/>	Fax Number	<input type="text"/>
Email Address	<input type="text"/>		

Requested Services

Please find listed below the Services requested by the Customer and the corresponding list of Relationship Documents containing the applicable terms and conditions.

This Application Form refers to the Master Services Agreement and other Relationship Documents agreed between the Customer and the HSBC Entity/ies whose registered name(s) is/are set out below. Each such HSBC Entity shall be referred to as "Bank" for the purposes of the applicable Relationship Documents. Where the Customer takes additional Services from members of the HSBC Group in the future, the Bank may provide the Customer with additional Relationship Documents which apply in addition to those set out below. The Bank will not provide the Customer with those set out below again unless the Customer requests another copy of these from the Bank. The Parties will enter into additional terms and conditions using a Service Amendment Form.

Service	Country	HSBC Entity	Relationship Documents	
			Applicable Application Forms	Other Applicable Relationship Documents
Account	Hong Kong	The Hongkong and Shanghai Banking Corporation Limited	This Relationship Acceptance Form, Account Opening Form(s)	Master Services Agreement, Confidentiality and Regulatory Annex, Hong Kong Country Conditions, Relationship Checklist
HSBCnet	Hong Kong	The Hongkong and Shanghai Banking Corporation Limited	This Relationship Acceptance Form, HSBCnet Application Form (s), HSBCnet E-Enablement Form (s)	Master Services Agreement, Confidentiality and Regulatory Annex, Hong Kong Country Conditions, Relationship Checklist

Relationship Acceptance Form *continued*

Customer Declaration

By executing this Relationship Acceptance Form, the Customer acknowledges the receipt of and agree to all of the terms and conditions contained within the Relationship Documents in Customer Pack Number 20022017-50647 which apply to the provision of each Service by each HSBC

Entity (and no other member of the Group) as described in the Requested Services section above. The Customer further agrees that the provisions of the Confidentiality and Regulatory Annex shall apply to the Customer's entire banking relationship with each HSBC Entity, and supplements those in any other agreement between the Customer and such HSBC Entity. Any consents, authorisations or waivers requested by such HSBC Entity, and permissions that already exist from the Customer in relation to Customer Information shall continue to apply in full force and effect, to the extent permissible by applicable law.

The Customer certifies that:

- it has taken all necessary action to authorise the entry into and performance of the Relationship Documents;
- the signatories named below have the necessary capacity and authority to enter into the applicable Relationship Documents with the HSBC Entity/ies named at the Requested Services section above on the Customer's behalf;
- the Authorised Persons who have completed a Signature Book have been duly authorised by the Customer in accordance with the Customer's constitutional documents and as set out in any relevant Application Form; and
- all information and documentation provided in the applicable Relationship Documents, and/or in connection therewith to the HSBC Entity/ies named above is complete, true and correct.

The Customer furthermore warrants and undertakes to take all steps necessary to ensure that this Customer Declaration shall remain valid and effective in all respects until such time as the Customer or the Bank terminates the Relationship Documents in accordance with their terms.

Signature on behalf of the Customer:	<div></div>	Signature on behalf of the Customer:	<div></div>
First Name(s):	<div>Jon</div>	First Name(s):	<div>Marcello</div>
Last Name:	<div>Batch</div>	Last Name:	<div>Delfino</div>
Job Title:	<div></div>	Job Title:	<div></div>
Date:	<div></div>	Date:	<div></div>

Bank Confirmation

Each HSBC Entity (and no other member of the Group) named at the Requested Services section above agrees with the Customer that the terms and conditions contained within the applicable Relationship Documents shall apply by providing each of the Services described in the Requested Services section above.

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Account Opening Form

Customer Details

Registered/Customer Name	Test HK NTB Customer JB Ltd		
Account Address	<input type="checkbox"/> Same as Registered/Customer Address <input checked="" type="checkbox"/> Same as Business Address <input type="checkbox"/> Same as Correspondence Address		
	<input type="checkbox"/> Other		
For the Attention of			
Account Contact	Will an alternative account specific contact be delegated? <input type="checkbox"/> Yes <input type="checkbox"/> No		
First Name:		Last Name:	
Title (eg: Mr, Mrs):		Job Title:	
Telephone Number:		Fax Number:	
Email Address:			

Account Details

HSBC Entity and Country	The Hongkong and Shanghai Banking Corporation Limited, Hong Kong
Account Type	Current
Currency	HKD
Account Title (i.e. 'Salaries Account')	
Trading Name (if different from registered/ customer name)	
Account Number (if known or pre-allocated)	
Branch code/ Name/ BIC	
HSBC Account Reference (This is not an Account number, which will be provided separately to the Customer)	001-20022017

Account Services

Paper Statements

Frequency	<input type="text" value="Weekly"/>	Preferred Date/Day (if available)	<input type="text"/>	Number of Statement copies	<input type="text" value="1"/>
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Account Opening Form *continued*

For the Attention of

Statement Address

☐ Same as Registered/
Customer Address

☐ Same as Business Address

☐ Same as Account Address

☐ Same as Correspondence Address

☐ Other

Address Line 1

Address Line 2

Address Line 3

City

State/Province/County

Postal/Zip Code

Country

Cheque Books

☒ Standard

☐ Customised

☐ Not Required

Number of Books

1

Account Signatory List

Terms used in the Account Signatory List shall have the same meaning as in the relevant Relationship Documents unless otherwise defined.

Each Authorised Person listed in this Account Signatory List is authorised by the Customer to:

- give Instructions to the Bank in respect of the Services; and/or
- otherwise perform acts under the Relationship Documents on the Customer's behalf, subject to any restrictions for that Authorised Person which the Bank or the Customer may impose from time to time.

Please attach the duly completed Signature Book providing a Specimen Signature for each Authorised Person listed below.

Please advise the mandate structure of the Customer

Any one to sign

First Name(s)	Last Name	Date of Birth	Country of Residence	Nationality	Individual's Restriction (optional)	Select here to add the person(s) to the Account Signatory List for this Account
Sig1	Sig 1					<input type="checkbox"/>
Sig 2	Sig 2					<input type="checkbox"/>

E-Channel Services

Report this account to:

Test HK NTB Customer JB Ltd, New, HSBCnet, Hong Kong

Please ensure the Customer specifies the applicable electronic banking product requirements on the appropriate E-Enablement Form within this pack. This must be submitted with this Account Opening Form

HSBCnet Application Form

Profile Owner

Test HK NTB Customer JB Ltd

HSBCnet Security

☒ Security Device ☐ Smart Card ☐ Mixed Security **Number of Security Devices***

* Every HSBCnet User will require a Security Device to access the system. Please consider storing a few extra devices that may be immediately necessary to enable future replacement.

System Administration Control

☒ Dual Authority (highly recommended) ☐ Sole Authority

Initial System Administrators

Please list the HSBCnet Usernames of each person that are nominated as an initial System Administrators. **Usernames must be selected by going to www.hsbcnet.com, clicking register and completing the online form.** Please note that each initial System Administrators and all additional Users will be required to accept the online User Terms and shall be Authorised Persons for the purposes of the Relationship Documents. System Administrators shall be empowered to appoint additional System Administrators and other Users. For Security Devices the Profile Owner must nominate one initial System Administrator (System Administrator 1) to receive all of the Security Devices. Please ensure that the delivery address and phone number listed below are correct.

Please attach the duly completed Signature Book providing a Specimen Signature for each initial System Administrator listed below.

System Administrator 1 (Principal Contact)

Auto-entitlement available services for this User: ☒ Yes ☐ No

HSBCnet Username (Must register online first)	<input type="text"/>		
First Name	<input type="text" value="Sig1"/>	Last Name	<input type="text" value="Sig 1"/>
Date of Birth (DD/MM/YYYY)	<input type="text"/>	Job Title	<input type="text"/>
Email Address	<input type="text"/>		
Office Telephone Number	<input type="text"/>	Mobile/Cell Number	<input type="text"/>
Delivery Address	<div><input type="checkbox"/> Same as Registered/ Customer Address <input checked="" type="checkbox"/> Same as Business Address <input type="checkbox"/> Same as Correspondence Address <input type="checkbox"/> Other</div>		

HSBCnet Application Form *continued*

System Administrator 2

Auto-entitlement available services for this User: ☐ Yes ☐ No

HSBCnet Username (Must register online first)	<input type="text"/>		
First Name	<input type="text" value="Sig 2"/>	Last Name	<input type="text" value="Sig 2"/>
Date of Birth (DD/MM/YYYY)	<input type="text"/>	Job Title	<input type="text"/>
Email Address	<input type="text"/>		
Office Telephone Number	<input type="text"/>	Mobile/Cell Number	<input type="text"/>

System Administrator 3

Auto-entitlement available services for this User: ☐ Yes ☐ No

HSBCnet Username (Must register online first)	<input type="text"/>		
First Name	<input type="text"/>	Last Name	<input type="text"/>
Date of Birth (DD/MM/YYYY)	<input type="text"/>	Job Title	<input type="text"/>
Email Address	<input type="text"/>		
Office Telephone Number	<input type="text"/>	Mobile/Cell Number	<input type="text"/>

Each System Administrator listed above is authorised by the Customer to:

- give instructions to the Profile Bank in respect of any services accessed via HSBCnet;
- authorise other individuals to give instructions to the Profile Bank on the Profile Owner's behalf in respect of any services accessed via HSBCnet; and/or
- otherwise perform acts under the applicable terms and conditions on the Profile Owner's behalf, subject to any restrictions for that individual which the Profile Bank or the Profile Owner may impose from time to time.

Currency of Payment Authorisation Limits

Currency	<input type="text" value="HKD"/>
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E-Enablement Form - HSBCnet - Asia

The E-Enablement Form refers to the agreement which the E-Channel owner named below (the "Profile Owner") has entered into with a member of the HSBC Group (the "Profile Bank") pursuant to which the Profile Owner may use the Profile Bank's electronic banking systems ("E-Channels"). The Account Holder authorises the loading of the accounts set out below to the Profile Owner's E-Channel for those purposes.

Profile Owner:	Test HK NTB Customer JB Ltd		
E-Channel ID:		Profile Bank:	Hong Kong

- ¹ Products Key:**
AI - Account Information
TRF - Inter-account Transfers
PP - Priority Payments
ACH - Automated Clearing House Payments
COS - Cheque Outsourcing Service
RMS - Receivables Management System
TD - Time Deposit
FLU - File upload
ITS ENQ - Internet Trade Services- Enquiry
ITS TRN - Internet Trade Services Transaction

NOTE:
Please cross through any unused sections

☒ The Account Holder hereby authorises the Profile Bank to fill in account numbers and to otherwise complete the E-Enablement Form on its behalf and to correct any patent errors herein.

Account Details

Bank Name / Country	Branch Code / Name / BIC	Account Holding Entity	Account Number	Currency	Account Name	HSBC Account Reference
The Hongkong and Shanghai Banking Corporation Limited / Hong Kong		Test HK NTB Customer JB Ltd		HKD		001-20022017

Products¹

AI	TRF	PP	ACH	COS	RMS	TD	FLU	ITS
								ENQ TRN
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Others

By completing this E-Enablement Form, the Account Holder authorises the relevant HSBC Entity/ies to load any accounts listed to the selected Profile Owner's E-Channel. Please note that the Account Holder's use of products may be subject to separate terms and conditions.



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Relationship Checklist

Registered/Customer Name

Test HK NTB Customer JB Ltd

The documents set out below shall be Supporting Documents for the purposes of the Relationship Documents. Unless stated otherwise, the Customer must ensure that any documents to be signed are signed by a person who is authorised to represent and bind the Customer.

Supporting Service Documents - Documents provided to the Customer

Document	Service	Country	Explanatory Notes
Signature Book	As set out in any Application Form in which the relevant individual has been authorised to act on behalf of the Customer.	As set out in any Application Form in which the relevant individual has been authorised to act on behalf of the Customer.	Please use this document to provide the specimen signature for each account signatory and/or initial System Administrator in relation to the Services listed in the Application Forms.
E-Channel Security Measures	HSBCnet	Hong Kong	The provisions setting out the processes and security measures that the Customer is required to comply with to ensure the security of its access to the E-Channel.
Renminbi Account Rules, if applicable	Account	Hong Kong	This document provides the rules and specific terms which amend/supplement the Relationship Documents for opening of Renmini Current Account(s) and/or Renminbi Savings Account(s).

Supporting Service Documents - Documents required from the Customer

Document	Service	Country	Explanatory Notes
None			

Authorisations (please note - documents listed are based on the Country of Formation/Incorporation of the Customer)

Document	Service	Country	Explanatory Notes
Customer Authorisation	Account , HSBCnet	Hong Kong	This document provides evidence that the Customer has authorised the opening of each Account and/or E-Channel. The Customer Authorisation grants the appropriate authority to the relevant individuals to operate Accounts and/or E-Channels, and/or execute the relevant documentation.

Identification Requirements¹

Document	Service	Country	Explanatory Notes
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Customer Pack Number: 20022017-50647

Document Number: GF-0007-170305-EN. HSBC Bank plc © All rights reserved.

Relationship Checklist *continued*

Resident	Account , HSBCnet	Hong Kong	<p>All account signatories must provide evidence of their identity, residential address proof, and permanent address proof (if different from residential address).</p> <ul style="list-style-type: none">- Resident individuals must provide a copy of their passport or HK identity card.- Nationality proof for non-permanent HK Identity Card Holder must be provided. For a limited company listed on a recognised stock exchange, please provide a signatory list (or equivalent document) recording the Full Names, ID Type and ID Number of the account signatories whose identities and authorities to act have been confirmed by a department or person within the company which is independent to the persons whose identities are being verified (e.g. compliance, audit or human resources).
Non-resident	Account , HSBCnet	Hong Kong	<p>All account signatories must provide evidence of their identity.</p> <ul style="list-style-type: none">- Non-resident individuals must provide a copy of their passport in the first instance. Please contact a representative of the Bank for further identification requirements if a passport is not available.- Nationality proof for non-permanent HK Identity Card Holder must be provided.- For a limited company listed on a recognised stock exchange, please provide a signatory list (or equivalent document) recording the Full Names, ID Type and ID Number of the account signatories whose identities and authorities to act have been confirmed by a department or person within the company which is independent to the persons whose identities are being verified (e.g. compliance, audit or human resources).

Supplementary Identification Requirements

Document	Service	Country	Explanatory Notes
None			

Certification Requirements

Relationship Checklist *continued*

Hong Kong	<p>Supporting Service Documents - Documents provided to the Customer Signature Book - All specimen signatures must be authenticated HSBC Staff/Lawyer/Solicitor/Notary Public or be verified against existing bank record.</p> <p>Authorisations Customer Authorisation - Original required or Certified True Copy. All specimen signatures must be authenticated HSBC Staff/Lawyer/Solicitor/Notary Public or be verified against existing bank record.</p> <p>Identification Requirements Resident and Non-resident - The certification process must include sight of the original documents. Documents may be certified by a certified public accountant/lawyer/banker/notary public in a Financial Action Task Force (FATF) member/comparable jurisdiction acceptable to HSBC or by a member of the Hong Kong Institute of Chartered Secretaries (HKICS) or by an officer of any HSBC branch.</p>
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¹ Resident means a person with residential status and associated identity documents in the country where the service is being provided.
Non Resident means any person not with residential status and associated identity documents in the country where the service is being provided.

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Master Services Agreement

1 Relationship Documents

- 1.1 The Relationship Documents govern the provision of the Services. In the event of any conflict among the Relationship Documents, the following order of priority shall apply:
- (a) the applicable Country Conditions;
 - (b) the applicable Supporting Documents;
 - (c) any relevant Appendix;
 - (d) any relevant Annex;
 - (e) any relevant Services Schedule; and
 - (f) the Terms.
- 1.2 In the event of any conflict between any of the terms of the Relationship Documents that rank equal in order of priority in accordance with Clause 1.1, the term which applies to a specific Service shall prevail in relation to the provision of that Service by the Bank to the Customer.
- 1.3 The Relationship Documents contain the whole agreement between the Parties relating to the transactions contemplated by the Relationship Documents and replace all previous agreements between the Parties relating to the Services and each Party confirms that in agreeing the terms of the Relationship Documents it has not relied on any express or implied warranties, representations, collateral contracts or other assistance made by or on behalf of the other Party unless set out in the Relationship Documents. Each Party waives all rights and remedies which, but for this Clause 1.3, might otherwise be available to it in respect of any such express or implied representation, warranty, collateral contract or other assurance. Nothing in this Clause 1.3 limits or excludes any liability for fraud.
- 1.4 In the Relationship Documents, references to the singular include the plural and vice versa. Clause headings are included for convenience only and do not affect interpretation. Unless otherwise defined in a Relationship Document, any capitalised term in the Relationship Documents shall have the meaning given to it in the Terms. Each reference to a document or agreement (whether online or in hard copy) is a reference to that document or agreement as amended or restated from time to time.

2 Authority

- 2.1 The Customer or any party duly authorised by the Customer to act on its behalf shall provide to the Bank documents identifying the Authorised Persons. The Bank is authorised to rely upon any such documents provided by any means, including electronically, and accepted by the Bank.
- 2.2 Subject to any written restriction received and accepted by the Bank, the Customer confirms that each Authorised Person shall be authorised to:
- (a) perform all lawful acts on behalf of the Customer in connection with any Account or Service, including, but not limited to, opening, closing and operating Accounts, signing any agreements (including facility agreements), declarations or other documents relating to any Accounts or Services and execution of any guarantees, indemnities or other undertakings to the Bank; and
 - (b) delegate their authority to perform such acts to any person indicated in any document provided to the Bank by any means, including electronically, and accepted by the Bank.
- 2.3 The Customer confirms that each Authorised Person is authorised to act as described in Clauses 2.2(a) and 2.2(b) until the Bank has received written notice, in form and substance acceptable to the Bank, of any change to an Authorised Person, or to a person to whom authority has been delegated in accordance with this Clause, and the Bank has had a reasonable opportunity to act on it.

3 Communications, Instructions and Security Procedures

- 3.1 The Parties will comply with the Security Procedures. The Customer shall follow the Security Procedures upon accessing communication channels provided by the Bank and issuing Instructions or Communications via such channels. The Bank shall follow the Security Procedures upon receipt of such Instructions or Communications to establish their validity.
- 3.2 The Bank is not obliged to do anything outside of the Security Procedures to establish and rely upon the authority or identity of any person sending an Instruction or Communication on behalf of the Customer. The Bank is not responsible for errors or omissions made by the Customer or the duplication of any Instruction by the Customer and may act on any Instruction by reference to a bank identification or account number only, even if a bank or account name is provided. An authenticated SWIFT message issued to the Bank in the name of the Customer (or of an entity authorised by the Customer to issue SWIFT messages on its behalf) may be relied on by the Bank as having been issued by an Authorised Person.
- 3.3 If the Bank doubts the legality, origination or authorisation of an Instruction, it shall take such steps as it considers appropriate to investigate the matter. If such investigation results or, in the opinion of the Bank, is likely to result in the Instruction being declined or executed outside the applicable value date or other agreed time period, the Bank will notify the Customer as soon as practicable, provided it is not prohibited from doing so by any law, regulation, order or Authority.
- 3.4 The Bank will use its reasonable efforts to comply with any request made by the Customer to vary or cancel an Instruction and, subject to the Bank using such efforts, the Customer shall be responsible for any Losses related to such an Instruction.
- 3.5 The Customer is responsible for the accuracy, completeness and correct transmission of its Instructions and for ensuring they will achieve the Customer's intended purpose, including when the Customer requests the Bank to forward information to a third party. The Bank will not be liable to the Customer where the Bank chooses to comply with such a request and the Customer must take reasonable steps to ensure that its request will not give rise to any claim against the Bank. If the Bank accepts a manually initiated Instruction (being an Instruction which is not submitted through electronic communication channels provided by the Bank, but, for example, by telephone, fax or physical delivery), then, provided the Bank acts in accordance with the applicable Security Procedures, the Customer is responsible for any Losses related thereto.
- 3.6 Without prejudice and subject to the foregoing provisions of Clause 3, if the Bank acts on an Instruction which the Customer claims was unauthorised, the Bank shall only be responsible for acting on such Instruction or for any related Losses if:
- (a) the Bank cannot demonstrate that it acted in accordance with the Security Procedures; or
 - (b) the Bank demonstrates that it acted in accordance with the Security Procedures, but the Customer can demonstrate that the unauthorised Instruction was not caused by a person (i) entrusted at any time to act for the Customer with respect to Instructions or the applicable Security Procedures, or (ii) who obtained access to the Customer's premises, equipment, systems or transmitting facilities or (iii) who obtained from a source controlled by the Customer, information (such as keys and passwords) which facilitated breach of the Security Procedures.

Unless one of the conditions set out in paragraphs (a) and (b) of this clause is satisfied, the Bank shall be entitled to enforce or retain payment from the Customer with respect to such an Instruction.

3.7 In some circumstances, Communications (including electronic mail, voicemail, SMS, telephone calls and website usage) as well as paper correspondence received by either Party such as envelopes or packages may be monitored, recorded or inspected (as appropriate) using monitoring devices or other technical or physical means. Such monitoring may take place where necessary insofar as required or allowed by and for purposes permitted by any applicable law, regulation, order or Authority from time to time, including, without limitation, to record evidence of business transactions and so as to ensure compliance with the Parties' respective policies and procedures. Subject to any applicable laws and regulations, all telephone conversations may be recorded by or for either Party without warning. Such records or recordings are and shall remain the sole property of the Party that made them and either Party may produce them as evidence in any proceedings brought in connection with the Relationship Documents.

3.8 Communication channels provided by the Bank may be suspended by the Bank for maintenance or for any other reason where it reasonably considers it necessary to do so. The Bank will provide the Customer with reasonable prior notice of the suspension where it is practical to do so.

4 Credits and Debits

4.1 If an Account is credited in error or in anticipation of receiving funds, where those funds are not received or the underlying funds transfer is reversed, the Bank may reverse all or part of such credit including any interest accrued thereon, make the appropriate entry to the Account, and, except in case of the Bank's error, debit or demand immediate repayment of any Losses incurred by the Bank in connection therewith, as appropriate.

4.2 The Bank is not obliged to carry out an Instruction which would result in a debit to an Account where this causes the Account to be overdrawn without the Bank's approval or to exceed any agreed or advised overdraft facility, or where the Account is subject to a right of a third party that has been enforced, such as a freezing order in favour of a creditor.

4.3 If the Customer gives Instructions which would result in multiple debits on an Account which would in aggregate cause the Account to be overdrawn or an agreed or advised facility to be exceeded, the Bank may decide the order in which to make those debits and whether to make any of them in whole or in part.

4.4 If an Account is overdrawn without the Bank's approval or if an overdraft limit is exceeded due to (i) any debit or (ii) such limit being withdrawn or varied by the Bank in accordance with applicable terms, the Customer shall immediately upon demand, or otherwise becoming aware thereof, transfer sufficient cleared funds to bring such Account into credit or within the overdraft limit. For the avoidance of doubt, the Bank is not hereby offering the Customer, or agreeing an increase to, any overdraft facility and, unless otherwise provided in an agreement executed by the Bank and the Customer, any extension of credit can be cancelled by the Bank at any time.

5 Statements

The Customer shall notify the Bank, as soon as practicable and in any case within 30 days of delivery of a statement of account or report of transactions, of any errors (including any errors arising as a result of fraudulent or unauthorised transactions) in that statement or report. If notice is received by the Bank after this time period, the Bank shall not be responsible for any Loss resulting from the delay by the Customer in providing such notice.

6 Interest

Any interest will accrue or, if applicable, be charged on the applicable credit balance of an Account on the days and at the applicable rate for those days as set out in any relevant guide or as the Bank may agree with the Customer from time to time. Unless agreed otherwise by the Parties, the Bank may change such rates and the Bank shall notify the Customer or otherwise make available such changes. The Customer acknowledges that, as applicable:

- (a) interest payments made by the Bank may be made net of taxes and subject to deduction or withholding; and
- (b) the Bank may debit from an Account any interest to be charged to such Account as and when due and such payment will be free of any deduction or withholding of tax or other charges so the Bank receives the full amount of such interest.

7 Security Interest

The Customer shall not grant any security interest over or transfer or assign its rights in connection with any Account without prior written consent from the Bank, such consent not to be unreasonably withheld or delayed.

8 Set-Off

The Bank may set off any of the Customer's obligations owed to the Bank that are due and payable against any obligations of the Bank owed to the Customer.

9 Representations, Warranties and Undertakings

9.1 Each Party represents and warrants, solely as to itself, that:

- (a) it is duly incorporated or, if the Party is not a body corporate, is otherwise validly constituted and existing under the laws of the jurisdiction of its incorporation or constitution (as the case may be);
- (b) it has all necessary corporate or equivalent power and legal capacity to execute (where applicable) and deliver, and to perform its obligations under, the Relationship Documents; and
- (c) the execution and performance of the Relationship Documents by it will not violate its constitutional documents, organisational documents or bylaws, the terms of any material contract or other instrument (including, for the avoidance of doubt, any trust instrument) to which it is a party or by which it is bound or any duty, obligation, limitation or prohibition imposed on it by any law or regulation applicable to it; and
- (d) the terms of the Relationship Documents constitute legal, valid and binding obligations, enforceable against it.

9.2 Each Party furthermore warrants and undertakes to take all reasonable steps to ensure that its warranties and representations in Clause 9.1 shall remain valid and effective in all respects until such time as all Relationship Documents are terminated or expire in accordance with their terms.

9.3 A breach of Clause 9.1 or 9.2 shall constitute a material breach of the Relationship Documents. If a Party becomes aware that it is in breach of Clause 9.1 or 9.2 it shall notify the other Party as soon as reasonably practicable.

9.4 The Customer undertakes to:

- (a) comply with all reasonable requests of the Bank necessary to provide the Customer with the Services, including but not limited to, promptly providing to the Bank all documents and other information reasonably requested by it from time to time in relation to any Account or Service; the Bank may rely on the documents and information provided until the Customer notifies the Bank in writing of any changes and the Bank has had a reasonable opportunity to act thereon; and
- (b) notify the Bank as soon as possible if it becomes aware of any theft, fraud, illegal activity, loss, damage or other misuse in relation to the Services or in relation to any associated documentation, Instruction, Communication or payment instrument.

9.5 Where multiple Customer Parties acting pursuant to an arrangement without separate legal capacity (such as participants in an unincorporated joint venture) are identified on an Application Form as joint holders of an Account and/or joint recipients of the Services, each Customer Party undertakes and agrees that:

- (a) it shall be jointly and severally liable with each Customer Party for any obligation owed by the Customer to the Bank or any other member of the Group under the Relationship Documents;
- (b) any demand, notice, agreement, Instruction or Communication given by the Bank to one or more Customer Parties, or received by the Bank from one or more Customer Parties, in connection with the Relationship Documents will be deemed to be a demand, notice, agreement, Instruction or Communication (as the case may be) given to or received from all Customer Parties;
- (c) if the Bank becomes aware of or reasonably suspects a dispute between any of the Customer Parties, the Bank may decline to act on any Instruction until all Customer Parties have confirmed the Bank's authority to act on it in form and substance satisfactory to the Bank; and
- (d) to the extent any Customer Party ceases to exist for any reason, the Relationship Documents shall continue to bind the remaining Customer Parties.

9.6 The Bank undertakes to maintain a business continuity plan setting out contingency arrangements for the continuing performance of the Bank's services, including the Services, in the event of a Force Majeure Event. The Bank shall test and review such business continuity plan at least once in each calendar year.

10 Confidentiality and Data Protection

10.1 The Parties agree that Confidential Information shall be kept confidential, except as disclosed in accordance with the Confidentiality and Regulatory Annex.

10.2 The Parties will process and transfer Customer Information in accordance with the Confidentiality and Regulatory Annex.

11 Performance and Liability

11.1 The Bank will perform its obligations under the Relationship Documents using such level of skill and care as would be considered commercially reasonable by reference to the standards and practices of the banking industry.

11.2 Neither Party shall be liable for any:

- (a) consequential, incidental or indirect Loss including, without limitation, fines, penalties or punitive damages; or
- (b) any direct or indirect loss of (i) profit (actual or anticipated), (ii) goodwill or (iii) business opportunity,

whether or not foreseeable, even if one Party advised the other of the possibility of such loss or damage.

11.3 Any obligation of the Bank with respect to an Account shall be enforceable only at the Bank or, where the Account is held at a branch of the Bank, such branch, which in each case, is the sole place of payment, and not at or against another branch or member of the Group.

11.4 The Bank is only required to perform its obligations in the currency in which those obligations are denominated. Unless otherwise agreed in writing, the Bank, or any intermediary reasonably selected by the Bank, may make any currency conversion in connection with the exercise of its rights and obligations pursuant to the Relationship Documents, using exchange rates that are reasonable in the relevant market at the time and for the size and type of foreign exchange transaction.

11.5 The Parties shall not be liable for any Loss caused by a Force Majeure Event. If either Party is prevented or delayed in the performance of any of its obligations under the Relationship Documents by a Force Majeure Event, such Party shall as soon as reasonably practicable notify the other of the existence of the Force Majeure Event. The Bank's duty or the duty of any member of the Group to act upon any Instruction or Communication, or perform any obligation, shall be suspended to the extent that and for as long as the Bank and/or any member of the Group is prevented or restricted from doing so by a Force Majeure Event.

11.6 In providing the Services, the Bank may use certain Infrastructure Providers and the Services are therefore subject to the rules and regulations of those Infrastructure Providers as well as the guidelines and procedures of relevant regulatory or industry bodies. Neither the Bank nor any other member of the Group shall be liable for any Loss suffered as a result of the acts or omissions of an Infrastructure Provider, but will provide commercially reasonable assistance to the Customer in the recovery of any such Loss.

11.7 The Customer shall indemnify the Bank and any other member of the Group in full against any Loss arising from or in connection with a third party making a claim or demand against the Bank or other member of the Group as a result of the Bank or any other member of the Group processing an Instruction or otherwise performing its obligations hereunder in accordance with the Relationship Documents.

11.8 Neither the Bank nor any member of the Group is obliged to perform any of the Services or any other obligation under the Relationship Documents, including without limitation any obligation to give notice or provide information to the Customer, if to do so would result in the Bank or any member of the Group being in breach of any Law.

12 Fees and charges

12.1 The Customer shall pay to the Bank fees, costs, charges, interest and expenses in connection with the Services. These will be the Bank's standard fees and charges unless the Bank separately agrees different fees and charges with the Customer. Unless otherwise stated, all amounts payable pursuant to this Clause are exclusive of value added, sales, use, goods and services, business, stamp or any similar taxes or duties that may be applicable. All such taxes or duties will be applied in accordance with applicable legislation and the Bank will issue valid invoices or other documents as appropriate. The Bank may change the fees and charges either with reasonable notice to the Customer or immediately with the Customer's agreement. Payment of all amounts due pursuant to this Clause will be clear and free of any deduction or withholding for or on account of tax, set-off, counterclaim or other charges so the Bank receives such amounts in full. If a deduction or withholding for or on account of tax is required to be made by law, the payment shall be

increased to an amount which after making any deduction or withholding leaves an amount equal to the payment which would have been made if no deduction had been required. The Customer shall make any payment required in connection with such tax deduction or withholding within the time allowed by law.

- 12.2** The Bank may debit fees, costs, charges, interest and expenses owed by the Customer to the Bank from any account advised by the Customer for such purposes. However, in the event of the Customer's breach of the Relationship Documents, the Customer's insolvency (which includes, where the Customer acts as a trustee, the insolvency of the trust and which may also include the Customer's bankruptcy in certain jurisdictions), or where acting in accordance with the Customer's advice is not possible, the Bank may debit fees, costs, charges, interest and expenses owed by the Customer to the Bank from any account the Customer has with the Bank. If the Customer fails to pay any amount due under the Relationship Documents, the Customer shall, to the extent permitted under applicable law, pay to the Bank interest and charges on the overdue amount at the rate the Bank determines, unless otherwise agreed, acting reasonably and in good faith.

13 Amendments and Assignment

- 13.1** If at any time the Bank makes amendments to terms governing the provision of services which include any of the Services to its customers generally or to customers belonging to the same market segment as the Customer, the Bank may, by written notice to the Customer, make the same (or substantially the same) amendments to the Relationship Documents. Such amendments will become effective on the expiry of no less than 45 days after delivery of such notice.
- 13.2** Notwithstanding the provisions of Clause 13.1, the Bank may, by written notice to the Customer, make amendments to the Relationship Documents at any time in order to comply with any law or regulation, which will become effective in accordance with the terms of such notice. The Bank will use reasonable efforts to give the Customer as much advance notice as possible in such circumstances.
- 13.3** Neither Party may assign its rights or transfer its obligations under these Relationship Documents without the written consent of the other, such consent not to be unreasonably withheld or delayed. However, the Bank may, without the Customer's consent, assign the Bank's rights and/or transfer the Bank's obligations to:
- (a) any member of the Group; or
 - (b) to the Bank's successor following a merger, consolidation or disposal of all or substantially all of the Bank's shares, capital, assets or the business to which the Relationship Documents relate,

provided that such assignment does not adversely affect the provision of the Services to the Customer.

14 Termination

- 14.1** Either Party can terminate any or all Relationship Documents and/or, in the case of the Bank, withdraw any or all of the Services or close any Account by giving 30 days prior written notice to the other. Any liabilities owing to the Bank thereunder will become immediately due and payable on termination of the terms of the relevant Relationship Document.
- 14.2** Subject to any applicable legal or regulatory restriction, either Party can terminate any or all Relationship Documents and/or, in the case of the Bank, withdraw any or all of the Services or close any Account immediately if:
- (a) the other Party commits a material breach of the Relationship Documents which is incapable of remedy or not remedied within a reasonable time period;

- (b) any step is taken by or in respect of the other Party for a moratorium, composition, compromise or arrangement with creditors, administration, bankruptcy, liquidation, dissolution (other than for the purposes of amalgamation or reconstruction), receivership, distress or execution, debt relief orders, interim orders or the other Party becomes insolvent (including, where a Party acts as a trustee, the insolvency of the trust and which may also include the Customer's bankruptcy in certain jurisdictions) or is deemed unable to pay its debts as they fall due, or anything analogous to the foregoing occurs in any applicable jurisdiction;
- (c) it is or may become unlawful for that Party to perform its obligations under any of the Relationship Documents or if to do so would result in that Party or, in the case of the Bank, any member of the Group, being in breach of any regulation or requirement or request of any governmental or other authority; or
- (d) the Customer has provided false or misleading information, or failed to provide Customer Information reasonably requested by the Bank, in connection with any know-your-customer or financial due diligence performed by the Bank or if otherwise required, in the Bank's reasonable opinion, in connection with any Compliance Activity.

- 14.3** Termination of the Terms by either Party shall have the immediate effect of terminating each of the Relationship Documents.

- 14.4** Termination shall not affect any accrued rights or liabilities of either Party nor shall it affect the coming into force or continuation in force of any other Clauses and provisions of the Relationship Documents which are expressly or by implication intended to come into force or continue in force on or after termination or expiry of the Relationship Documents including, without limitation Clauses 1, 3.5, 9.5, 10, 11, 13.3, 14.1, 14.4, 15-21 inclusive, and the Confidentiality and Regulatory Annex.

15 Waiver

In the event that any Party fails or delays to exercise a right under the Relationship Documents, that Party may still exercise that right later. Any waiver of any right shall be in writing and limited to the specific circumstances.

16 Severability

Each provision of the Relationship Documents is severable and if any provision is or becomes illegal, invalid or unenforceable in any jurisdiction or in relation to any particular Service, then that provision is severed only in that particular jurisdiction or in relation to that particular Service. All other provisions shall continue to have effect.

17 Third Party Rights

Any law, statute or regulation which may bestow upon a person who is not a Party the right to enforce any of the terms of the Relationship Documents shall be disapplied to the fullest extent permitted.

18 Notices

Notices in writing from the Bank shall be effective if delivered to an address specified by the Customer on an Application Form or to such other address as the Customer may specify in writing from time to time as effective for delivery of notices pursuant to the Relationship Documents, including an address for notices to be sent electronically. Notices in writing from the Customer shall be effective if delivered to the Bank's address specified on the most recent statement for the relevant Account or to such other address as the Bank may specify in writing from time to time as effective for delivery of notices pursuant to the Relationship Documents, including an address for notices to be sent electronically.

19 Governing Law and Jurisdiction

19.1 The Relationship Documents and any non-contractual obligations arising out of or in connection with them shall be governed by and construed in accordance with the law of the jurisdiction in which the relevant Account is maintained or the relevant Service is provided unless specified otherwise in any applicable Relationship Document.

19.2 Unless otherwise mutually agreed by the Parties, they submit to the non-exclusive jurisdiction of the courts of the jurisdiction whose governing law applies.

20 Counterparts

The Relationship Documents may be entered into by the execution of any number of copies of the relevant Application Form, all of which taken together shall form one document.

21 Definitions

- **Account** means any account which is to be opened or which has been opened by the Customer with the Bank under the Relationship Documents.
- **Annex** means an annex to a Services Schedule or the Terms which sets out additional terms in relation to the particular Services being provided.
- **Appendix** means an appendix to an Annex which sets out additional terms in relation to the particular Services being provided.
- **Application Form** means any form that must be completed to apply for the provision of a Service including without limitation the Relationship Acceptance Form and the Service Amendment Form.
- **Authorised Person** means any person identified to the Bank and authorised to act on behalf of the Customer in accordance with Clause 2.
- **Authority** means any judicial, administrative or regulatory body, any government, or public or government agency, instrumentality or authority, any Tax Authority, securities or futures exchange, court, central bank or law enforcement body, or any agents thereof, having jurisdiction over the relevant Party or a member of its group.
- **Bank** means the member of the Group that is or becomes a Party to the Relationship Documents and that provides the Customer with Services as specified in an Application Form.
- **Clause**, whenever used in a Relationship Document and not defined or identified otherwise therein, means a clause of that Relationship Document.
- **Communication** means communication (in any form) between Customer and Bank, but which shall not include Instructions.

- **Compliance Activity** means any activity performed by the Bank or any other member of the Group considered appropriate, acting reasonably, to meet Compliance Obligations relating to or in connection with the detection, investigation and prevention of Financial Crime, international and national guidance, relevant Group procedures and/or the direction of any public, regulatory or industry body relevant to any member of the Group.
- **Compliance Obligations** means obligations of any member of the Group to comply with: (a) Laws, or international guidance and the Bank's mandatory policies or procedures, (b) any demand from Authorities or reporting, regulatory trade reporting, disclosure or other obligations under Laws or (c) any Laws requiring the Bank to verify the identity of its Customers.
- **Confidential Information** means any information, about or relating to either Party or members of its group, received or accessed by the other Party in the course of the relationship established by them pursuant to the Relationship Documents, including without limitation, the business, operations, Personal Data or customers of the disclosing Party or members of its group and the provisions of the Relationship Documents.
- **Confidentiality and Regulatory Annex** means the Annex to the Terms which sets out each Party's obligations in relation to Confidential Information, Customer Information and tax compliance.
- **Connected Person** means a person or entity whose information (including Personal Data or Tax Information) is provided by, or on behalf of, the Customer to any member of the Group or otherwise received by any member of the Group in connection with the provision of the Services and any owner, controlling person, substantial owner or beneficial owner of the Customer in relation to whom the Bank considers, acting reasonably, Tax Information is required to be provided to any Tax Authority to comply with any Group member's Compliance Obligations.
- **Country Conditions** means, for each relevant jurisdiction, the specific terms which supplement and/or amend any Relationship Document.
- **Customer** means the Customer Party and, where there is more than one Customer Party, refers to the Customer Parties jointly and severally.
- **Customer Information** means Personal Data, Confidential Information, and/or Tax Information of or in relation to either the Customer or a Connected Person.
- **Customer Party** means an entity or person receiving the Services identified as a customer on an Application Form.
- **Data Protection Legislation** means all data protection, privacy and other laws to the same or similar purpose in all relevant jurisdictions applicable to a Party.
- **Financial Crime** means money laundering, terrorist financing, bribery, corruption, tax evasion, fraud, evasion of economic or trade sanctions, and/or violations, or attempts to circumvent or violate any laws or regulations relating to these matters.
- **Force Majeure Event** means any event beyond the reasonable control of a Party affecting that Party's ability to comply with the Relationship Documents, such as:
 - (a) any natural event such as flood, storm or earthquake,
 - (b) war, civil disturbance or act of terrorism,
 - (c) industrial action,
 - (d) Act of God,

- (e) action of a government or governmental agency,
- (f) change of law or regulation (or change in the interpretation of law or regulation),
- (g) power or equipment failure or interruption, or
- (h) interruption, failure or delay in receiving or acting on any Communication or Instruction caused by an Infrastructure Provider,

PROVIDED ALWAYS that any non-compliance with the Relationship Documents resulting from such an event could not be avoided by the exercise of commercially reasonable skill and care by the affected Party which, in the case of the Bank, may include invocation of the business continuity plan referred to in Clause 9.6.

- **Group** means HSBC Holdings plc, its subsidiaries, related bodies corporate, associated entities and undertakings and any of their branches.
- **Infrastructure Provider** means any third party providing shared market infrastructure necessary for a Party to perform its obligations under the Relationship Documents including any communications, clearing, settlement or payment system, or intermediary or correspondent bank.
- **Instruction** means any communication which is received by the Bank in relation to a Service which:
 - (a) contains the necessary information for the Bank to carry out the payment or other act on the Customer's behalf; and
 - (b) has or, in the reasonable opinion of the Bank, appears to have been provided by an Authorised Person.
- **Law** means any applicable local or foreign statute, law, regulation, ordinance, rule, judgment, decree, voluntary code, directive, sanctions regime, court order, agreement between any member of the Group and an Authority, or agreement or treaty between Authorities and applicable to the Bank or a member of the Group.
- **Loss** means any loss, damages, liability, costs, claims, demands and expenses of any kind whether or not foreseeable.
- **Party** means the Customer or the Bank, and **Parties** means the Customer and the Bank.
- **Personal Data** means any data relating to an individual and allowing the identification of that individual, and such other data which is protected by local Data Protection Legislation.
- **Purposes** means the circumstances in connection with which Customer Information will be processed, transferred and disclosed by the Bank and/or members of the Group, as set out in Clause 2.2 of the Confidentiality and Regulatory Annex.
- **Relationship Acceptance Form** means the Application Form in which the Customer agrees to the provision of the Services by the Bank.

- **Relationship Documents** means, separately and together, as the case may be:
 - (a) the Terms,
 - (b) any Services Schedules,
 - (c) any Annexes,
 - (d) any Appendices,
 - (e) each of the applicable Country Conditions, and
 - (f) the applicable Supporting Documents,as amended or supplemented from time to time.
- **Security Procedures** means security measures or protocols governing the Customer's access to the communication channels made available to the Customer by the Bank from time to time and used to verify the origination of Instructions or Communications between them transmitted via such channels. A Security Procedure may include, but is not limited to, one or more of the following measures: encryption algorithms or other codes, user entitlements, identifying words and numbers, and similar security devices.
- **Service Amendment Form** means the Application Form in which the Customer agrees to the provision of any additional Services by the Bank at any time after the Relationship Acceptance Form has been executed.
- **Services** means the services provided by the Bank and members of the Group under the Relationship Documents and requested in an Application Form.
- **Services Schedule** means a schedule to the Terms or a separate agreement between the Parties that expressly incorporates the Terms and relates to a specific Service.
- **Supporting Documents** means any document, agreement or Application Form which the Bank requires the Customer to enter into in connection with the receipt or maintenance of any Services in a particular jurisdiction, other than Country Conditions, Appendices, Annexes, Service Schedules or the Terms.
- **Tax Authorities** means domestic or foreign tax, revenue, fiscal or monetary authorities.
- **Tax Information** means any documentation or information relating, directly or indirectly, to a Customer and any owner, controlling person, substantial owner or beneficial owner of the Customer, that the Bank considers, acting reasonably, is needed to comply with any Group member's obligations to any Tax Authority.
- **Terms** means this Master Services Agreement.

1 Disclosure of Confidential Information

- 1.1** Subject to Clauses 1, 2 and 6 of this Annex, the Parties agree that any Confidential Information shall be kept confidential. The Customer may disclose the Bank's Confidential Information as set out in Clause 1.2 of this Annex. The Bank may disclose the Customer's Confidential Information as set out in Clause 2 of this Annex.
- 1.2** The Customer may disclose the Bank's Confidential Information to:
- (a) members of its group and service providers, sub-contractors, agents, and any Infrastructure Provider provided always that the Customer may only make such disclosure on a confidential basis, and in connection with receipt of the Services under the Relationship Documents;
 - (b) Authorities, auditors, professional advisers or as otherwise required or reasonably necessary under law, regulation, order of a court, or binding request from an Authority; and
 - (c) any other person with the Bank's written consent.
- 1.3** Restrictions on the disclosure of Confidential Information by either Party shall not apply to information that:
- (a) is in or enters into the public domain other than in breach of the Relationship Documents;
 - (b) is lawfully obtained by the recipient party from a third party or is already known by the recipient party, in each case without notice or duty to maintain it as confidential; or
 - (c) was independently developed by the recipient party without reference to the disclosing party's Confidential Information.

2 Collection and Use of Customer Information (including Confidential Information)

2.1 Collection

Members of the Group may collect, use and share Customer Information, which may be requested from a person acting on the Customer's behalf. Customer Information may also be collected by or on behalf of members of the Group from other sources, and generated or combined with other information available to members of the Group.

2.2 Processing and Sharing

Customer Information will be processed, transferred and disclosed by the Bank and/or members of the Group in connection with the following Purposes:

- (a) the provision of services and as necessary for the Bank to approve, manage, administer or effect any transactions requested or authorised by the Customer,
- (b) meeting Compliance Obligations,
- (c) conducting Compliance Activity,
- (d) the collection of any amounts due and outstanding from the Customer,
- (e) conducting credit checks and obtaining or providing credit references,
- (f) to enforce or defend the Bank's, or a member of the Group's, rights,
- (g) for internal operational requirements of the Bank or the Group (including, without limitation, credit and risk management, system or product development and planning, insurance, audit and administrative purposes) and
- (h) the maintenance of the Bank's overall relationship with the Customer.

By using the Services, the Customer agrees that the Bank may also, as necessary and appropriate for the Purposes, transfer and disclose any Customer Information to the following recipients globally (who may also process, transfer and disclose such Customer Information for the Purposes):

- (a) any member of the Group,
- (b) any sub-contractors, agents, service providers, or associates of the Group (including their employees, directors and officers),
- (c) in response to any requests from any Authorities,
- (d) persons acting on behalf of the Customer, Infrastructure Providers, payment recipients, beneficiaries, account nominees, intermediary, correspondent and agent banks, clearing houses, clearing or settlement systems, market counterparties, upstream withholding agents, swap or trade repositories, stock exchanges, and companies in which the Customer has an interest in securities (where such securities are held by the Bank for the Customer),
- (e) any party to a transaction acquiring interest in or assuming risk in or in connection with the Services, and
- (f) other financial institutions, credit reference agencies or credit bureaus, for the purposes of obtaining or providing credit references,

wherever located, including in jurisdictions which do not have data protection laws that provide the same level of protection as the jurisdiction in which the Services are supplied.

2.3 Protection of Customer Information

Whether it is processed in a home jurisdiction or overseas, in accordance with Data Protection Legislation, Customer Information will be protected by a strict code of secrecy and security which all members of the Group, their staff and third parties are subject to.

- 2.4** Under relevant Data Protection Legislation, an individual has the right to request copies of certain categories of Personal Data which may be held and to request that any errors in such data are corrected.

3 Customer Obligations

- 3.1** The Customer confirms, warrants and has responsibility for ensuring that every person whose information (including Personal Data or Tax Information) they have provided to a member of the Group has (or will at the relevant time have) been notified of and agreed to the processing, disclosure and transfer of their information as set out in the Relationship Documents. The Customer shall advise such persons that they may have rights of access to, and correction of, their Personal Data.

- 3.2** The failure of a Customer to supply its, or its Connected Person's, Tax Information and accompanying statements, waivers and consents, as may be requested, may result in the Bank making its own decision with respect to the status of the Customer and/or its Connected Persons, including whether such Customer and/or its Connected Persons is reportable to a Tax Authority. Such failure may require the Bank or other persons to withhold amounts as may be legally required by any Tax Authority and paying such amounts to the appropriate Tax Authority.

4 Tax Compliance

The Customer acknowledges that it is solely responsible for understanding and complying with its tax obligations in all jurisdictions in which those obligations arise, and relating to the opening and use of accounts and/or services provided by the Bank and/or members of the Group. Except to the extent required otherwise by applicable law, the Customer shall be responsible for the deduction or withholding on account of any tax with respect to any amount paid, transferred or held by the Bank pursuant to any Service and shall be responsible for the payment and proper reporting of any such tax. The Customer confirms that, whenever required by applicable law and regulation, it has reported and will continue to report the assets deposited at the Bank and/or members of the Group as well as the income generated by those assets to the competent tax authorities.

5 Bearer Shares

- 5.1 Except to the extent that the Customer has either provided such confirmation to the Bank or received written confirmation from the Bank that it is on notice to the contrary, the Customer confirms on behalf of itself and any shareholder and affiliates (the “**Associated Entities**”) that none of its shares or shares of Associated Entities have been issued in, or are held in a form that assigns or entitles ownership to whomever has possession of the physical share certificates, warrants or equivalent instruments (“**Bearer Shares**”).
- 5.2 If the Customer or any of the Associated Entities issues, or converts existing shares to, Bearer Shares, the Customer undertakes to:
- (a) notify the Bank immediately and include the name of the beneficial owners of such Bearer Shares; and
 - (b) comply with the Bank’s requirements regarding issued Bearer Shares.

6 Compliance Activity

The provision of Services by the Bank and members of the Group may be affected by Compliance Activity and any impact on the performance of the Bank’s obligations due to Compliance Activity or any actions taken by the Bank as a result thereof shall not constitute a breach of the Bank’s agreements with the Customer.

7 Regulatory Disclosures

Where the Bank provides the Accounts and/or Services in the following jurisdictions, the Bank is required to provide the Customer with the following information:

Algeria

HSBC Bank Middle East Limited Algeria Branch, Algeria Business Center, Pins Maritimes, El Mohammadia, 16212 Algiers, is regulated by the Central Bank of Algeria for the purposes of this promotion and lead regulated by the Dubai Financial Services Authority.

Bahrain

HSBC Bank Middle East Limited Bahrain Branch, P.O. Box 57, Manama, Kingdom of Bahrain, is licensed and regulated by the Central Bank of Bahrain as a Conventional Retail Bank for the purposes of this promotion and lead regulated by the Dubai Financial Services Authority.

Egypt

HSBC Bank Egypt S.A.E., PO Box 124, Maadi, Cairo, Egypt, is regulated by the Central Bank of Egypt.

Kuwait

HSBC Bank Middle East Limited Kuwait Branch, PO Box 1683, Safat 13017 is regulated by the Central Bank of Kuwait for the purposes of this promotion, and lead regulated by the Dubai Financial Services Authority.

Lebanon

HSBC Bank Middle East Limited Lebanon Branch, P.O. Box 11-1380, Beirut, Lebanon, is regulated by the Central Bank of Lebanon for the purposes of this promotion and lead regulated by the Dubai Financial Services Authority.

Oman

HSBC Bank Oman S.A.O.G is regulated by the Central Bank of Oman and Capital Market Authority, Oman.

Qatar

HSBC Bank Middle East Limited Qatar Branch, P.O. Box 57, Doha, Qatar, is regulated by Qatar Central Bank for the purposes of this promotion and lead regulated by the Dubai Financial Services Authority.

UAE

HSBC Bank Middle East Limited U.A.E. Branch, P.O. Box 66, Dubai, U.A.E., is regulated by the Central Bank of the U.A.E for the purposes of this promotion and lead regulated by the Dubai Financial Services Authority.

United Kingdom

HSBC Bank plc is a company registered and established in England and Wales under registration number 14259. The Bank’s registered office is at 8 Canada Square, London E14 5HQ. The Bank’s VAT registration number is GB 365684514. HSBC Bank plc is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority (the Bank’s firm reference number is 114216).

E-Channels Security Measures

This document sets out the security measures for any electronic banking systems ("E-Channels") provided by any member of the HSBC group (the "Profile Bank") to its customers (the "Profile Owner").

1 Profile Bank Security Measures

1.1 The Profile Bank shall employ measures to deny access by unauthorised external parties to the environment in which its internet service operates.

1.2 The Profile Bank shall ensure that its systems are strictly controlled including having business continuity plans.

2 Profile Owner Security Measures

2.1 The Profile Owner shall only access E-Channels using the authentication method prescribed by the Profile Bank.

2.2 The Profile Owner shall ensure that all of the users it authorises to use any E-Channels ("Users") keep their security credentials (password, memorable answer, security answers, smart card PIN, Security Device PIN or any other security credential required to access E-Channels, as applicable) secure and secret at all times and not facilitate any unauthorised use of these credentials. In particular, the Profile Owner shall not share its security credentials or access of an E-Channel with any third party and the Profile Owner shall ensure that users always remove smartcards from readers when they're not accessing an E-Channel.

2.3 The Profile Owner shall notify the Profile Bank promptly if any security devices are lost or stolen.

2.4 The Profile Owner shall:

- (a) promptly take appropriate action to protect any User's profile if it has any suspicion that such User's credentials have been in full or part compromised in any way;
- (b) review recent activity on its accounts and User profiles if it suspects any User's credentials have been compromised and inform the Profile Bank promptly of any discrepancies; and
- (c) regularly review its account and Users' profile activity to ensure that there are no irregularities and report any discrepancies promptly to the Profile Bank.

2.5 The Profile Owner shall promptly suspend the use of the EChannels by any User if such User leaves the Profile Owner's organisation or where there is any concern about the conduct of that User or their entitlements. The Profile Owner shall ensure that the security credentials or devices of any User (which are issued to and specific to the individual User) are not transferred to another User or shared with another User, even in the event of that User being on leave or leaving the Profile Owner's organisation.

2.6 The Profile Owner shall ensure that individuals do not maintain more than one username or set of security credentials.

2.7 The Profile Owner shall inform the Profile Bank within seven days of dispatch of a physical security token or PIN by the Profile Bank that it has not received the package sent, provided that the Profile Owner is made aware of the dispatch.

2.8 The Profile Owner shall return any security devices to the Profile Bank promptly if requested by the Profile Bank.

2.9 The Profile Owner shall review its internal security measures on a regular basis to ensure protection remains up to date and in line with regulatory and industry best practice guidance. These should include, but not be limited to, malware protection, network restrictions, physical access restrictions, remote access restrictions, computer security settings, monitoring of improper usage.

2.10 The Profile Owner shall have internal procedures which include guidance on acceptable web browser and email usage.

2.11 If any E-Channel is accessed by a User via a mobile device, the Profile Owner shall require that the User:

- (a) does not leave the mobile phone unattended after logging on to any E-Channels;
- (b) clicks the 'Logout' button when the User is finished with accessing any E-Channels; and
- (c) enables the mobile device's automatic pass code lock feature.

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Hong Kong Country Conditions

The following terms amend and/or supplement the Relationship Documents which shall apply to the provision of Services by the Bank to the Customer in Hong Kong only ("**Hong Kong Country Conditions**").

1 Personal Information

This clause and the Notice relating to the Personal Data (Privacy) Ordinance ("**Notice**") supplement Clause 10 of the Master Services Agreement and the Confidentiality and Regulatory Annex. The Customer agrees that the Bank and members of the Group may use Customer Information in accordance with the Relationship Documents and, where applicable, the Notice.

2 US Dollar Clearing System

In connection with any banking transactions denominated in US dollars cleared or settled through the US Dollar Clearing System established in Hong Kong ("**US Dollar Transactions**"), the Customer:

- (a) acknowledges that US Dollar Transactions will be subject to the US Dollar Clearing House Rules and the US Dollar Operating Procedures referred to therein;
- (b) agrees that the Hong Kong Monetary Authority shall not owe any duty or incur any liability to the Customer or any other person in respect of any claim, loss, damage or expense (including, without limitation, loss of business, loss of business opportunity, loss of profit, special, indirect or consequential loss) (even if the Hong Kong Monetary Authority knew or ought reasonably to have known of their possible existence) of any kind or nature whatsoever arising in whatever manner directly or indirectly from or as a result of:
 - (i) any act or omission by the Hong Kong Monetary Authority or by the settlement institution of the US Dollar Clearing System, Hong Kong Interbank Clearing Limited or any member of the US Dollar Clearing House in the management, operation or use (including, without limitation, the termination and/or suspension of the settlement institution, the US dollar clearing facilities or any such member) of the US Dollar Clearing House or the US dollar clearing facilities or any part of any of them; and
 - (ii) without prejudice to Clause (i) above, the giving of any notice, advice, or approval in relation or pursuant to the US Dollar Clearing House Rules and US Dollar Operating Procedures referred to therein (as the same may be modified from time to time).

3 e-Cheques Services

e-Cheque is the electronic counterpart of paper cheque, and is issued and presented in electronic form. E-Cheque Services allow the Customer to issue and deposit e-Cheques electronically via communication channels made available to the Bank. The Bank may make available e-Cheque Services to the Customer's account maintained in Hong Kong. This Clause 3 applies to the Customer's use of the e-Cheques Services.

3.1 Interpretation

In this Clause 3, the following words shall have the meanings set out below:

• **Bills of Exchange Ordinance** or **BEO** means the Bills of Exchange Ordinance (Cap. 19, Laws of Hong Kong), as may be amended from time to time.

• **Clearing House** Hong Kong Interbank Clearing Limited and its successors and assigns.

• **Deposit Channel** means any channel offered by the Bank from time to time for presentment of e-Cheques for deposit.

• **e-certificate** means an e-certificate that is (a) issued by a certification authority acceptable to the Bank and (b) recognised by the Clearing House from time to time for the purpose of issuing e-Cheques.

• **e-Cheque** means a cheque (including a cashier's order), issued in the form of an electronic record (as such term is defined in the Electronic Transactions Ordinance (Cap. 553, Laws of Hong Kong) with an image of the front and back of the e-Cheque or e-cashier's order (as the case may be).

• **e-Cheque Drop Box Service** means an electronic drop box provided by the Clearing House that accepts presentment of e-Cheques for deposit.

• **e-Cheque Drop Box Terms** means all the terms and conditions prescribed by the Clearing House from time to time for governing the e-Cheque Drop Box Service and the use of the e-Cheque Drop Box Service.

• **e-Cheques Issuance Services** and **e-Cheques Deposit Services** mean the services offered by the Bank to customers from time to time for issuing e-Cheques (including any services relating to e-certificates) and depositing e-Cheques respectively, and **e-Cheques Services** means collectively the e-Cheques Issuance Services and the e-Cheques Deposit Services.

• **Industry Rules and Procedures** means the rules and operating procedures governing the handling of e-Cheques adopted by the Clearing House and the banking industry from time to time.

• **Payee Bank** means the bank at which a Payee Bank Account is held.

• **Payee Bank Account** means, in respect of each e-Cheque presented for deposit using the e-Cheques Deposit Services, the bank account of the payee of the e-Cheque maintained with the Bank which is acceptable to the Bank from time to time for the purposes of e-Cheque Deposit Services and into which the e-Cheque is to be deposited.

• **Payor Bank** means the bank on which an e-Cheque is drawn.

Where the context permits, "Customer" includes any person authorised by the Customer to digitally sign e-Cheques on its behalf from time to time.

3.2 e-Cheques Issuance Services

- (a) e-Cheques Issuance Services allow the Customer to issue e-Cheques drawn on the Bank in any currency as specified by the Bank from time to time.
- (b) The Customer's digital signature on an e-Cheque must be produced by an e-certificate that is valid (and not expired or revoked) at the time of producing that digital signature.
- (c) The Bank may provide services relating to e-certificate(s) at its discretion. These services may include applying for, holding, maintaining, renewing, revoking and managing (or any of the above) e-certificate(s) on the Customer's behalf. If the Bank provides such services, the Customer directs and authorises the Bank to:

- (i) apply and hold the e-certificate(s) and the corresponding key and/or password for the Customer, and effect and produce the Customer's digital signature(s) on e-Cheques on its behalf as instructed by the Customer from time to time; and
 - (ii) take all necessary steps (including providing all necessary information and personal data to the certification authority issuing the e-certificate(s)) for any purpose relating to the e-certificate(s).
- (d) In applying for e-certificate(s) on the Customer's behalf, the Bank is entitled to rely on the information provided by the Customer. The Customer is solely responsible for providing the Bank with correct and up-to-date information. If the Bank obtains an e-certificate based on incorrect or outdated information provided by the Customer, the Customer agrees to be bound by any e-Cheque related to that e-certificate.
- (e) An e-certificate is issued by the relevant certification authority. The Customer is bound by the terms and conditions specified by that certification authority in relation to the Customer's e-certificate.
- (f) Any person who is authorised by the Customer to use or administer the electronic banking profile maintained by the Customer with the Bank from time to time is authorised to accept the terms and conditions specified by the relevant certification authority on its behalf and the Customer agrees to be bound by such terms and conditions as accepted by such person on its behalf.
- (g) The Bank does not have any duty to verify whether a payee has received an e-Cheque and the Customer should confirm actual receipt of the e-Cheque directly with the payee.

3.3 e-Cheques Deposit Services

- (a) e-Cheques Deposit Services allow the Customer and, where applicable, persons appointed by the Customer, to present e-Cheques for deposit with the Bank (as Payee Bank), using (i) the e-Cheque Drop Box Service or (ii) the Bank's Deposit Channels.
- (b) e-Cheque Drop Box Service
- If the Customer uses the e-Cheque Drop Box Service, the Customer will be bound by the e-Cheque Drop Box Terms in relation to its use of the e-Cheque Drop Box Service.
- (c) The Bank's Deposit Channels

The Bank may specify from time to time the available Deposit Channels and the terms governing the use of any Deposit Channel. The Customer shall be deemed to have accepted the relevant terms upon its use of the relevant Deposit Channel.

3.4 Bills of Exchange Ordinance

- (a) The Customer acknowledges that the Bank and other third party banks have to follow the Industry Rules and Procedures in the handling, processing, presentment, payment, collection, clearance and settlement of e-Cheques drawn by or payable to the Customer. Accordingly, the Bank is entitled to pay and collect e-Cheques for the Customer in the following manner even if the BEO may not expressly provide for presentment of e-Cheques or may specify other manner for presentment of cheques:

- (i) pay any e-Cheque drawn by the Customer on the Bank upon presentment of that e-Cheque to the Bank in the form of an electronic record in accordance with the Industry Rules and Procedures; and
- (ii) collect any e-Cheque payable to the Customer by presenting that e-Cheque to the Payer Bank in the form of an electronic record in accordance with the Industry Rules and Procedures.

- (b) The Customer expressly accepts the waiver of presentment requirements set out on an e-Cheque from time to time.

3.5 Liability

- (a) The Bank shall not be liable for:
- (i) the presentment of any e-Cheque issued by the Customer or payable to the Customer in accordance with the Industry Rules and Procedures despite the provisions of the BEO;
 - (ii) the acts or omission of the e-certificate certification authority, including the provision of the e-certificate (s); and/or
 - (iii) any delay or failure in providing the e-Cheques Services to the extent that such delay or failure is caused in whole or in part by the acts or omission of the e-certificate certification authority.

Signature Book

Authorised Persons

This Signature Book provides a Specimen Signature for a person who has been listed as an Authorised Person on one or more Application Form(s) in any relevant Customer pack. The powers of such person in relation to a particular Service, and any restrictions on his or her authority, should also be set out in the relevant Application Form in such Customer pack.

First name	<div>Sig1</div>
Last name	<div>Sig 1</div>
Date of Birth (DD/MM/YYYY)	<div></div>
Country of Residence	<div></div>
Nationality	<div></div>
Specimen Signature	<div></div>
Customer's Chop / Seal (if applicable)	<div></div>

For Bank Use Only	
Identification Documentation Number	<div></div>
Identification Type	<div></div>
HSBC Authorisers Name	<div></div>

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First name	<div>Sig 2</div>
Last name	<div>Sig 2</div>
Date of Birth (DD/MM/YYYY)	<div></div>
Country of Residence	<div></div>
Nationality	<div></div>
Specimen Signature	<div></div>
Customer's Chop / Seal (if applicable)	<div></div>

For Bank Use Only	
Identification Documentation Number	<div></div>
Identification Type	<div></div>
HSBC Authorisers Name	<div></div>