

# Integrated Private Banking Account Terms and Conditions

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# Integrated Private Banking Account Terms and Conditions

The following terms and conditions ("Terms and Conditions") apply to the services and products provided to the Customer by HSBC Bank (China) Company Limited under the Integrated Private Banking Account.

Please carefully read these Terms and Conditions, particularly the bolded terms and conditions. If the Customer has any query on these Terms and Conditions, please promptly seek explanation from HSBC Bank (China) Company Limited. By accepting these Terms and Conditions, the Customer shall be deemed to have been given appropriate explanation by HSBC Bank (China) Company Limited at the Customer's request and have clearly understood and agreed to be bound by these Terms and Conditions.

## 1. Definitions, Interpretation and Application

1.1 In these terms and conditions, the following terms and expressions shall have the meanings ascribed to them as stated below:

**"Authorities"** includes any judicial, administrative, public or regulatory body, any government, any Tax Authority, securities or futures exchange, court, central bank or law enforcement body, or any of their agents, with jurisdiction over any part of the HSBC Group.

**"Bank"** means HSBC Bank (China) Company Limited, acting through its branches and offices in the People's Republic of China, and including its successors and assigns.

**"Business Day"** means a day (other than a Saturday, a Sunday or a public holiday) on which the Bank is open for general business in the People's Republic of China.

**"Compliance Obligations"** means obligations of the HSBC Group to comply with: (a) Laws, or international guidance and internal policies or procedures, (b) any demand and/or requests from Authorities or reporting, disclosure or other obligations under Laws, and (c) Laws requiring the Bank to verify the identity of the Bank's customers.

**"Connected Person"** means a person or entity (other than the Customer) whose information (including Personal Data or Tax Information) the Customer provides, or is provided on the Customer's behalf, to any member of the HSBC Group in connection with the provision of the Services. Connected Person may include, but is not limited to, any guarantor, a director or officer of a company, partners or members of a partnership, any "substantial owner", "controlling person", or beneficial owner, trustee, settlor or protector of a trust, account holder of a designated account, payee of a designated payment, representative, agent or nominee of the Customer, or the Customer's principal where the Customer is acting on another's behalf, or any other persons or entities with whom the Customer has a relationship that is relevant to the Customer's banking or other service relationship with the HSBC Group.

**"Controlling persons"** means individuals who exercise control over an entity (for a trust, these are the settlor, the trustees, the protector, the beneficiaries or class of beneficiaries, and any other individual who exercises ultimate effective control over the trust, and for entities other than a trust, such term means persons in equivalent or similar positions of control).

**"Customer"** means the person or persons in whose name or names the Integrated Private Banking Account is opened and maintained.

**"Customer Information"** means Personal Data, Tax Information and/or confidential information of either the Customer or a Connected Person.

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

**"HSBC Group"** means HSBC Holdings plc, and/or any of, its affiliates, subsidiaries, associated entities and any of their branches and offices (together or individually), and "member of the HSBC Group" has the same meaning.

**"Integrated Private Banking Account"** means any account or accounts opened and maintained in the name or on behalf of the Customer by the Bank in respect of services provided under these Terms and Conditions and such other services as the Bank and the Customer may agree from time to time to bring within the scope of these Terms and Conditions; and "Account" means any one or more of these accounts.

**"Laws"** 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 HSBC Group and an Authority, or agreement or treaty between Authorities and applicable to the Bank or a member of the HSBC Group.

**"Personal Data"** means any information relating to an individual (and corporate entities, in those countries where data privacy law applies to corporates), from which the individual can be identified, including, without limitation, sensitive personal data, name(s), gender, identity information, residential address(es), contact information, age, date of birth, place of birth, nationality, citizenship, personal and marital status, occupation information, income and asset information, account information, credit information, transaction information, and information derived from processing and/or analysing of personal information.

**"Services"** includes, without limitation, (a) the opening, maintaining and closing of bank accounts, (b) provision of credit facilities and other banking products and services, processing applications, ancillary credit assessment and product eligibility assessment, and (c) the maintenance of the Bank's overall relationship with the Customer, including promoting financial services or related products to the Customer, market research, insurance, audit and administrative purposes.

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

**"Tax Authorities"** means domestic or foreign tax, revenue or monetary authorities.

**"Tax Certification Forms"** means any forms or other documentation as may be issued or required by a Tax Authority or by the Bank from time to time to confirm the Customer's tax status or that of a Connected Person.

**"Tax Information"** means any documentation or information (and accompanying statements, waivers and consents) relating, directly or indirectly, to the tax status of the Customer or any owner, "controlling person", "substantial owner" or beneficial owner of the Customer, that the Bank considers, acting reasonably, is needed to comply (or demonstrate compliance, or avoid non-compliance) with any HSBC Group member's obligations to any Tax Authority. "Tax Information" includes, but is not limited to, information about: tax residence and/or place of organization (as applicable), tax domicile, tax identification number, Tax Certification Forms, certain Personal Data.

1.2 Unless the context otherwise requires,

- (a) a "Clause" shall be construed as a reference to a clause hereof;
- (b) these Terms and Conditions or any other agreement or document shall be construed as a reference to the same as amended, varied or supplemented from time to time;
- (c) a statute shall be construed as a reference to the same as amended or re-enacted from time to time;
- (d) "person" includes an individual, firm, company, corporation or an unincorporated body of persons; and
- (e) the term "debt" shall be construed to refer to and include any and all sums payable howsoever arising, including without limitation, principal, interest, default interest, penalty, fees (including legal fees), charges, costs, expenses, losses and damages.

1.3 Headings of clauses herein are for ease of reference only.

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## 2. Services and Accounts

- 2.1 The Customer may, subject to such procedures (including the supply of such documents) as the Bank may specify from time to time, utilize any one or more of the services or open any one or more Accounts at any time by issuing an instruction in such form as may be acceptable to the Bank.

Where the Customer holds legitimate permit for residence in Hong Kong or Macau, if there is Renminbi remittance from Hong Kong or Macau to the Customer which complies with applicable laws and regulations (including applicable provisions promulgated by the People's Bank of China) in all aspects ("Qualified RMB Remittance"), the Customer agrees and authorizes the Bank to open a special Renminbi saving account ("Overseas RMB Saving Account") upon receiving the first Qualified RMB Remittance for him/her and to credit the Qualified RMB Remittance(s) into the Overseas RMB Saving Account, regardless of whether the beneficiary account stated in the relevant remittance instruction is the Overseas RMB Saving Account or whether the relevant remittance instruction specifies the beneficiary account. After the Overseas RMB Saving Account is opened, its relevant information (including without limitation account number and balance) will be reflected in account statement(s). The Overseas RMB Saving Account shall be used and operated in compliance with applicable laws and regulations (including applicable provisions promulgated by the People's Bank of China) as updated and/or amended from time to time.

Where the Customer holds Pass to Mainland China for Taiwan Residents/other valid documents for travel as identify proof and legitimate permit for residence in Taiwan, if there is Renminbi remittance from Taiwan to the Customer which complies with applicable laws and regulations (including applicable provisions promulgated by the People's Bank of China) in all aspects ("Qualified RMB Remittance"), the Customer can apply to the Bank for the opening of a special Renminbi settlement account ("Overseas RMB Settlement Account") and to credit the Qualified RMB Remittance(s) into the Overseas RMB Settlement Account, regardless of whether the beneficiary account stated in the relevant remittance instruction is the Overseas RMB Settlement Account or whether the relevant remittance instruction specifies the beneficiary account. After the Overseas RMB Settlement Account is opened, its relevant information (including without limitation account number and balance) will be reflected in account statement(s). The Overseas RMB Settlement Account shall be used and operated in compliance with applicable laws and regulations (including applicable provisions promulgated by the People's Bank of China) as updated and/or amended from time to time. Notwithstanding the above, if in special circumstances a Qualified Renminbi Remittance is received by the Customer before an Overseas RMB Settlement Account is opened, the Customer hereby agrees and authorizes the Bank to open a special Renminbi saving account ("Overseas RMB Saving Account") and to credit such Qualified RMB Remittance into the Overseas RMB Saving Account temporarily. Once an Overseas RMB Settlement Account is opened, the Bank is hereby authorized by the Customer to transfer all the balance in the above Overseas RMB Saving Account to the Overseas RMB Settlement Account and to close the Overseas RMB Saving Account accordingly. The Overseas RMB Saving Account shall be used and operated in compliance with applicable laws and regulations (including applicable provisions promulgated by the People's Bank of China) as updated and/or amended from time to time.

- 2.2 Unless otherwise specified by the Bank, all services are provided by, and all Accounts are maintained with, the Bank. Where any services or accounts are to be provided by or maintained with any third party (including but not limited to any other member of the HSBC Group), the Customer may be required to accept specific terms and conditions and the provisions of any mandate(s) applicable thereto as required by the third party.
- 2.3 Any instruction relating to any transaction of an Account is accepted subject to the transaction hours set by the Bank from time to time for the relevant transaction. The Bank reserves the right not to accept transactions on foreign currency deposits on public holidays of the country of the currency concerned.

- 2.4 All cheques and other monetary instruments accepted for deposit into an Account are credited subject to final payment and proceeds will not be available until they have been cleared. The Bank reserves the right to charge any Account with items which are subsequently returned unpaid. For cheques or other monetary instruments which have been converted into different currency, in the event of the cheques or other monetary instruments being dishonoured, the Bank will debit the Customer's Account with the value of the cheque or other monetary instrument as calculated using the Bank's prevailing buying rate or the original selling rate whichever is lower, plus any charges.
- 2.5 An inward remittance in any currency to an Account may not be credited to the Account on the same day if the related payment advice is not received by the Bank before the relevant cut-off time set by the Bank from time to time. No interest will accrue on any inward remittance before the funds are actually credited into the Account.

Without prejudice to any rights enjoyed by the Bank under these Terms and Conditions and the relevant laws, the Customer acknowledges that, for any inward remittance from an overseas bank via telegraphic transfer (T/T) to the Account opened by the Customer with the Bank, the Bank will credit the Customer's Account with the remittance amount according to the relevant payment instruction/advice from the overseas remittance bank. The Bank is not obliged but has the discretion to credit the Customer's Account before the remittance amount is actually received by the Bank. **The Customer acknowledges and agrees that if, after the Bank has so credited the relevant Account, the overseas remitting bank fails to remit out relevant amount for any reason (including, without limitation, for compliance with any legal or regulatory requirements) and thus the Bank fails to receive the amount so credited by it, or the overseas remitting bank requests to withdraw such remittance, then the Customer shall unconditionally and immediately refund to the Bank the amount which has been credited into the Account of the Customer, the Bank shall have the right to debit the relevant amount from the relevant Account or any other Account opened by the Customer with the Bank and the Bank will not be liable for any loss incurred by the Customer or any other party as a result thereof.**

- 2.6 The Customer understands and agrees that the Bank may impose restrictions on cash deposits or withdrawals into or from the Account in view of global regulatory measures, industry-wide risk management practices and safeguards designed to minimise the risks of money laundering and fraud. This may result for example that when the Bank receives instructions to withdraw Account funds or assets, it may have to choose, subject to any foreign exchange and other applicable laws, regulations and rules and in its reasonable opinion, to execute the instructions (i) either by paying out the amount in cash or account transfer in the currency of the Account or in RMB (or other currency requested by the Customer and agreed to by the Bank), converted (if necessary) from the relevant foreign currency equivalent at the Bank's then prevailing buying rate; (ii) or by issuing to the Customer a bank cheque (or other monetary instrument) drawn by the Bank on any bank payable in the currency of the Account; (iii) or by requesting the Customer to indicate an account with another bank where the funds or assets shall be transferred in the currency of the Account.
- 2.7 The Bank reserves the right not to accept foreign currency cash for deposit into an Account. Withdrawals in foreign currency cash are subject to prior notice by the Customer, availability of the currency notes in question as well as applicable laws, regulations and rules. The Bank reserves the right to charge commission on foreign currency cash deposited to/withdrawn from the Account at such rates as determined by the Bank from time to time.
- 2.8 Withdrawals of cash from an Account may be made by the Customer at the counter on production of satisfactory identification and/or authorization documents. **Unless otherwise required by applicable laws, regulations and rules, any payments made by the Bank to a person producing a withdrawal form purporting to be signed, sealed or chopped by the Customer or other person authorised by the Customer shall have the same effect as if made to the Customer personally and will absolve the Bank from all liabilities to the Customer or to any other party.**

**2.9 The Bank and any and all other HSBC Group members reserve the right, at any time and from time to time with or without notice or cause, to cancel, withdraw, suspend, vary, change, add to, supplement or otherwise any one or more of the services.**

**2.10 The Bank has the right to restrict or impose conditions for accessing an Account if it has been inactive for a period of time set by the Bank. The applicable periods may vary depending on the Account types and the Bank will provide further information upon request.**

2.11 The Customer as beneficiary of any standing instruction agrees that any credit to an Account pursuant to a standing instruction is subject to final payment by the transferor and the Bank reserves the right, and the Customer authorises the Bank, to reverse such credit if the standing instruction is subsequently returned unpaid due to condition of the transferor's account (e.g. insufficient funds in the transferor's account).

2.12 The Customer acknowledges and agrees that subject to clause 2.9, if the Customer gives the Bank a standing instruction, the Bank shall be entitled to terminate acting on such standing instruction with notice to the Customer if such standing instruction gets rejected for three consecutive times.

2.13 The Customer acknowledges and agrees that if the Bank converts the Customer's fund from one currency into another currency at the request of the Customer or otherwise, such conversion shall be conducted at the rate as may be agreed between the Customer and the Bank, or, in the absence of such agreement, at such rate as conclusively determined by the Bank. The Customer acknowledges and agrees that (1) the Bank would, in line with the prevailing market practice, real-time quote and book the rate from relevant funding market; (2) once the rate is quoted and booked, the Bank is exposed to a commitment in the funding market and therefore the rate cannot be changed or cancelled; and (3) since the market rate keeps fluctuating, the rate determined by the Bank may not be the best rate and may be lower than the Bank's board rate of the day on which the conversion is effected, and it is even possible that such deviation from the Bank's board rate is significant.

**2.14 The Customer acknowledges and agrees that, in respect of any remittance service provided by the Bank, the Bank accepts no responsibility for any loss or delay which may occur in the transfer or transmission of funds or for any error, omission or mutilation which may occur in the transmission of any message or for any misinterpretation of any message received.**

2.15 If any document dispatched by the Customer to the Bank, including any instruction, confirmation, contract or transaction, is for any reason undated, the time and date as shown on the Bank's time chop as imprinted on such document at the time of its receipt shall be conclusive evidence of the time and date of such document.

### 3. Authorized Agent

The Bank is entitled (but is not obliged) to accept and execute instructions of any nature believed by the Bank to be genuine and purporting to be signed, given or issued by the Customer or by any person authorized by the Customer ("**Authorized Agent**") in accordance with the authorization made by the Customer. The Bank is not obliged to ascertain or to enquire into the purpose for which any of the powers granted to the Authorized Agent is exercised.

The Bank shall be entitled to regard any mandate and/or any similar authorization it holds as being suspended in the event of any dispute between the Customer, the Authorized Agent(s) and/or directors (where the customer is a company). In addition, the Bank reserves the right to suspend the operation of all or any Accounts of the Customer until such time as the Bank considers appropriate if the Bank is of the opinion or has reason to suspect that (a) it holds no valid account authorization; or (b) the Customer is not the true owner of the credit balances or other assets held in the Account(s).

If, in the opinion of the Bank, there is any ambiguity or conflict in any instructions given by the Customer the Authorized Agent(s) and/or directors or if the Bank becomes aware of any dispute in respect of any Account, the Bank may (but is not obliged to) choose not to act on such instructions until the ambiguity or conflict or dispute has been resolved to the Bank's satisfaction.

### 4. Fax Instructions and Verbal Instructions

Where the Customer requests and the Bank agrees to accept instructions sent by way of fax ("**Fax Instructions**") or instructions given by telephone or in person ("**Verbal Instructions**"), the following conditions shall apply:

- (i) the Bank is entitled (but not bound) to accept as genuine and act upon any Verbal Instruction believed by the Bank in good faith to have been given by the Customer or Authorized Agent and upon any signature which in the Bank's absolute discretion appears to be the signature of the Customer or Authorized Agent on a Fax Instruction. **The Bank is not under any obligation to enquire into the genuineness of any Verbal Instruction or Fax Instruction nor into the good faith of the person giving any Verbal Instruction or Fax Instruction and such Fax Instruction or Verbal Instruction shall be binding on the Customer;**
- (ii) subject to paragraph (i) above, the Bank will not be obliged to act upon a Verbal Instruction to remit or transfer any Customer property to a third party and shall be entitled to require receipt by it of written instructions from the Customer or an Authorized Agent prior to effecting such remittance or transfer;
- (iii) **the Customer acknowledges that the Customer has considered fully the risks inherent in the giving of a Fax Instruction and in particular that non-original signatures on the facsimile may be forged and Fax Instructions may be transmitted to wrong numbers, may never reach the Bank and may thereby become known to third parties thereby losing their confidential nature; and**
- (iv) **the Customer is fully responsible for all loss or damage involved in or caused by the operation of any Account by means of Verbal Instruction or Fax Instruction in lieu of the receipt by the Bank of original signed documents.** The Bank shall, however, be at liberty to require receipt by it of an original written confirmation of a Fax Instruction or Verbal Instruction from the Customer or Authorized Agent prior to executing any instructions contained in such Fax Instruction or Verbal Instruction.

**The Customer irrevocably consents to the taping or other means of recording, by or on behalf of the Bank, of oral and telephone conversations between the Bank's representatives and the Customer or an Authorized Agent. Such recordings or transcripts thereof may be used by the Bank as evidence in any dispute that may arise.**

**The Customer will indemnify and keep the Bank indemnified from and against all actions, claims, liabilities, costs, expenses, demands, damages and losses of any nature (including legal costs) brought or threatened against the Bank or incurred or sustained by it, arising out of any action or omission taken or made by the Bank in reliance upon or in connection with any instruction(s), where the Customer has requested the Bank to accept instructions made by that method.**

### 5. Bank – Customer Relationship

5.1 The relationship between the Bank and the Customer is basically that of debtor and creditor. However, other relationships may arise, such as bailor and bailee when items are held in safe custody, according to the services provided.

5.2 The Customer confirms that the Customer is acting as principal in relation to the services and all Accounts.



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## 6. Account Statements and Hold Mail Service

6.1 Account statements are sent at monthly intervals, unless otherwise requested. If there is no account activity within one or more months after the period covered by the most recent account statement, the Bank need not send the monthly account statement(s) for that/those month(s). **The Customer agrees to examine each statement of account received from the Bank to see if there are any errors, discrepancies, unauthorized debits or other transactions or entries arising from whatever cause, including, but without limitation, forgery, forged signature, fraud, lack of authority or negligence of the Customer or any other person (the "Errors"). The Customer also agrees that the statement of account shall, as between the Bank and the Customer and save for manifest mistake(s), be conclusive evidence as to the balance shown therein and that the statement of account shall be binding upon the Customer, who shall be deemed to have agreed to waive any rights to raise objections or pursue any remedies against the Bank in respect thereof unless the Customer notifies the Bank in writing of any such Errors within 90 days (or such other period as specified in the account statement) after the date of its deemed receipt by the Customer. An account statement shall be deemed to have been received by the Customer (where delivered personally) at the time of personal delivery or on leaving it at the address last notified by the Customer to the Bank, (where sent by post) 5 days after posting if such address is in Mainland China and seven days after posting if such address is outside Mainland China, (where sent by facsimile transmission, telex or email) immediately after transmitting to the facsimile or telex number or email address last notified by the Customer to the Bank, or if the Customer agrees with the Bank to collect such statement of account at the counter of the Bank, on the date when such statement of account is generated from the Bank's system (whether or not, and regardless of when, the Customer has collected such statement of account).**

6.2 Transactions with the Bank may be evidenced by written confirmations although the terms of such transactions shall be legally binding from the moment they are agreed to between the Customer and the Bank (whether orally or otherwise). Each such confirmation constitutes a supplement to, and form part of, the agreement with the Bank and will be read and construed as and constitute a single agreement. In the event of any inconsistency between the provisions of any confirmation and these Terms and Conditions, the confirmation will prevail for the purposes of the relevant transaction. Written confirmation of contracts, instructions and requests and/or the execution thereof issued by the Bank shall be deemed conclusive and accepted by the Customer as correct unless the Customer disputes its correctness with the Bank within 10 calendar days (or such other period as specified in the written confirmation) after the date of its deemed receipt by the Customer.

6.3 The Customer and the Bank shall make each payment or delivery specified in each confirmation to be made by it. Payments must be made on the due date for value on that date in the place of the Account specified in the relevant confirmation and where settlement is by delivery (as opposed to by payment) such delivery will be made for receipt on the due date in the manner customary for the relevant obligation unless otherwise specified in the relevant confirmation.

6.4 Where the Customer requests the Bank to provide hold mail service and the Bank agrees to provide such a service to the Customer, all correspondence and/or mails including without limitation statements of accounts, cheques, vouchers and advices (**"the Mails"**) will not be mailed to the Customer in accordance with the Bank's usual practice as stipulated by the Bank from time to time. Subject to the terms below, the Mails will be retained by the Bank for safe-keeping until collected by the Customer:

- (i) the Bank is authorized to debit the Customer's Account in advance an annual custodian fee in such amount as the Bank may determine from time to time. The Customer understands that such custodian fee is subject to change without prior notice;
- (ii) the Bank is authorized to destroy the Mails if they remain uncollected for 6 months (and one month if the uncollected item is a cheque book) and the Customer agrees that any

request for copies of the Mails (other than cheque book) so destroyed will be subject to the Bank's normal handling charges;

- (iii) the Mails shall be collected at the office designated by the Bank by the Customer or his authorized representative whose details (including identification document number and specimen signature) shall be provided to the Bank;
- (iv) the Bank may terminate this service unilaterally at any time it thinks fits with or without notice to the Customer;
- (v) the Bank shall not be liable for any loss suffered by the Customer for delivering the Mails to any third party who is authorised above to collect the Mails on the Customer's behalf;
- (vi) all Mails shall be deemed to have been duly received by the Customer upon the Bank leaving the same at the designated office referred to in (iii) above;
- (vii) the Customer fully understands that its application for this service may cause the Customer not being aware of the content of the Mails if the Customer fails to collect the Mails in time. **The Customer hereby waives all rights or defenses which the Customer may have against the Bank for the reason of not knowing the content of the Mails as if the Customer had read the same upon the Bank leaving such Mails at the designated office mentioned above;**
- (viii) the Customer understands that the Bank is not obliged to notify the Customer through any media (including but not limited to telephone and facsimile) that Mails are available for collection at the designated office or of the contents of such Mails; and
- (ix) **the Customer hereby irrevocably waives any and all rights, defenses and/or claims that the Customer may have against the Bank in respect of any loss, damage or expense which the Customer may suffer or incur by reason of, arising out of or in connection with the hold mail service provided by the Bank.**

Notwithstanding the foregoing, the Bank shall be entitled in its sole discretion to forward to the Customer's latest address provided to the Bank, such notices or communications which the Bank considers necessary or appropriate or pursuant to the prevailing conditions of its hold mail service.

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## 7. Collection, Processing and Sharing of Customer Information

7.1 **This Clause 7 explains how the Bank will use information about the Customer and Connected Persons. By using the Services, the Customer agrees that the Bank and members of the HSBC Group shall use Customer Information in accordance with this Clause 7.**

**Customer Information will not be disclosed to anyone (including other members of the HSBC Group), other than where:**

- ▶ the Bank is legally required to disclose;
- ▶ the Bank has a public duty to disclose;
- ▶ the disclosure is made with the Customer consent; or
- ▶ it is disclosed as set out in this Clause 7.

7.2 **The Bank and other members of the HSBC Group may collect, use and share Customer Information. Customer Information may be requested from the Customer (or a person acting on the Customer's behalf), or may also be collected by or on behalf of the Bank, or members of the HSBC Group, from other sources (including from publically available information), generated or combined with other information available to the Bank or any member of the HSBC Group.**

7.3 The Bank and/or members of the HSBC Group may process, transfer and disclose Customer Information in connection with the following Purposes (the "Purposes"):

- (1) for the provision of Services and to approve, manage, administer or effect any transactions that the Customer requests or authorises;
- (2) meeting Compliance Obligations;
- (3) conducting Financial Crime Risk Management Activity;
- (4) collecting any amounts due from the Customer;
- (5) conducting credit checks and obtaining or providing credit references;
- (6) enforcing or defending the Bank's rights, or those of a member of the HSBC Group;
- (7) for the Bank's internal operational requirements or those of the HSBC Group (including credit and risk management, system or product development and planning, insurance, audit and administrative purposes);
- (8) maintaining any HSBC Group member's overall relationship with the Customer (including marketing or promoting financial services or related products to the Customer and market research); and/or
- (9) obtaining or utilizing administrative, telecommunications, computer, payment, data storage, processing, outsourcing and/or other services.

7.4 By using the Services, the Customer agrees that the Bank may, to the extent not prohibited by the laws of the People's Republic of China, (as necessary and appropriate for the Purposes) transfer and disclose any Customer Information, including to the following recipients globally (who may also process, transfer and disclose such Customer Information for the Purposes):

- (1) any member of the HSBC Group;
- (2) any sub-contractors, agents, service providers, or associates of the HSBC Group (including their employees, directors and officers);
- (3) any Authorities;
- (4) anyone acting on the Customer's behalf, payment recipients, beneficiaries, account nominees, intermediary, correspondent and agent banks (eg: for CHAPS, BACS, SWIFT), clearing houses, clearing or settlement systems, market counterparties, upstream withholding agents, swap or trade repositories, stock exchanges, companies in which the Customer has an interest in securities (where such securities are held by the Bank for the Customer);
- (5) any party acquiring an interest in or assuming risk in or in connection with the Services;
- (6) other financial institutions, credit reference agencies or credit bureaus (including without limitation the People's Bank of China's credit information database), for obtaining or providing credit references;
- (7) any third party fund manager providing the Customer with asset management services;
- (8) any introducing broker to whom the Bank provides introductions or referrals;
- (9) in connection with any business transfer, disposal, merger or acquisition of the Bank, 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.

7.5 The Customer agrees to supply Customer Information, and to inform the Bank promptly in writing if there are any changes to Customer Information supplied to the Bank or a member of the HSBC Group from time to time, and to respond promptly to any request from the Bank or a member of the HSBC Group.

7.6 The Customer confirms that every Connected Person whose information (including Personal Data or Tax Information) the Customer (or anyone on the Customer's behalf) has provided, or will from time to time provide to the Bank or a member of the HSBC Group has been notified of and agreed to the processing, disclosure and transfer of their information as set out in these Terms. The Customer shall, at the same time, advise Connected Persons that they may have rights of access to, and correction of, their Personal Data.

7.7 The Customer acknowledges that where:

- (1) the Customer fails to provide Customer Information that the Bank reasonably requests, or
- (2) the Customer withholds or withdraws any consents which the Bank may need to process, transfer or disclose Customer Information for the Purposes (except for purposes connected with promoting products and services to the Customer), or
- (3) the Bank, or a member of the HSBC Group, has suspicions regarding the possible commission of Financial Crime or the Customer presents a potential Financial Crime risk to a member of the HSBC Group,

the Bank may:

- (a) be unable to provide new, or continue to provide all or part of the, Services to the Customer and reserves the right to terminate its business relationship with the Customer;
- (b) take actions necessary for the Bank or a member of the HSBC Group to meet the Compliance Obligations; and/or
- (c) block, transfer or close the Customer's account(s).

In addition, the Customer's failure to supply the Customer's, or Connected Person's, Tax Information and accompanying statements, waivers and consents, or other relevant circumstances relating to the Customer or Connected Persons, may result in the Bank making its own decision with respect to the Customer's status, or that of Connected Persons, including whether to report the Customer to a Tax Authority, and may require the Bank or other persons to withhold amounts as may be legally required by any Tax Authority and paying such amounts to any Tax Authority or to take any of the other measures set out above.

#### *Data Protection*

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

#### *Financial Crime Risk Management Activity*

7.9 The Bank, and members of the HSBC Group, are required, and may take any action they consider appropriate, to meet Compliance Obligations in connection with the detection, investigation and prevention of Financial Crime ("Financial Crime Risk Management Activity").

Such action may include, but is not limited to: (a) screening, intercepting and investigating any instruction, communication, drawdown request, application for Services, or any payment sent to or by the Customer, or on the Customer's behalf, (b) investigating the source of or intended recipient of funds, (c) combining Customer Information with other related information in the possession of the HSBC Group, and/or (d) making further enquiries

as to the status of a person or entity, whether they are subject to a sanctions regime, or confirming the Customer's identity and status.

- 7.10 Exceptionally, the Bank's Financial Crime Risk Management Activity may lead to the Bank's delaying, blocking or refusing the making or clearing of any payment, the processing of the Customer's instructions or application for Services or the provision of all or part of the Services. To the extent permissible by law, neither the Bank nor any other member of HSBC Group shall be liable to the Customer or any third party in respect of any loss whether incurred by the Customer or a third party caused in whole or in part in connection with the undertaking of Financial Crime Risk Management Activity.**

#### *Miscellaneous*

- 7.11 In the event of any conflict or inconsistency between any provision of this Clause 7 and those in any other service, product, business relationship, account or agreement between the Customer and the Bank, the provision of this Clause 7 shall prevail. Any consents, authorisations, the Bank requested waivers 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 local law.
- 7.12 If all or any part of the provisions of this Clause 7 become illegal, invalid or unenforceable in any respect under the law of any jurisdiction, that shall not affect or impair the legality, validity or enforceability of such provision in any other jurisdictions or the remainder of this Clause 7 in that jurisdiction.

#### *Survival Upon Termination*

- 7.13 This Clause 7 shall survive the termination of these General Account Terms and Conditions, any termination by the Bank or a member of the HSBC Group of the provision of any Services to the Customer or the closure of any account.

## **8. Right of Lien and Set-off**

- 8.1 Without prejudice to and in addition to any general lien, right of set-off or other right by way of security which the Bank and other members of the HSBC Group (if applicable) may have on any account whatsoever, the Customer agrees that the Bank and other members of the HSBC Group (if applicable) may, at its or their sole and absolute discretion, at any time and without prior notice: (a) apply (even if such application requires breaking of any deposit before its maturity date) any monies held in any currency to the credit of any Account or any other account (opened or maintained with the Bank or any other member(s) of HSBC Group) in the name of the Customer solely or jointly with any other person (the "Bank's indebtedness") against any indebtedness of any type whether actual, contingent, present or future and whether owed by the Customer solely or jointly with any other person (the "Customer's indebtedness", including any indebtedness of the Customer the right to which is assigned to the Bank pursuant to Clause 14.10 hereof); and/or (b) refuse to repay when demanded or when the same falls due any of the Bank's indebtedness to the Customer if and to the extent that the Customer's indebtedness at the relevant time are equal to or exceed the Bank's indebtedness to the Customer at that time. If the Bank exercises such right with respect to any of its indebtedness to the Customer, such indebtedness shall remain outstanding from the Bank on substantially the terms and conditions in effect immediately prior to such exercise or on such other terms as the Bank may, at its discretion, consider appropriate in the circumstances.
- 8.2 The rights of the Bank and other members of the HSBC Group (if applicable) under Clause 8.1 shall not be affected by the Customer's death or legal incapacity.

## **9. Cheques**

- 9.1 Cheque books should be kept safe at all times and, as necessary, under lock and key so as to be inaccessible to unauthorised persons.
- 9.2 A cheque book will be issued to the Customer in the Bank's sole discretion to draw cheques in respect of an Account with the Bank (the 'Cheque Account'). Cheques should be drawn in the currency of the Cheque Account or as otherwise approved by the Bank.
- 9.3 When a signed cheque or a cheque book is lost or stolen, the person who is legally entitled to request for stop payment of the cheque must immediately report such loss in writing to the Bank and go through the stop payment procedures set out by the legislations (if any).
- 9.4 When cheques are sent through the post or otherwise, the words "OR BEARER" should be deleted and the cheque crossed.
- 9.5 Applications for a new cheque book may be made by presenting a duly completed and signed cheque book application form to the Bank or by any other means acceptable to the Bank. The Bank may, at its discretion, refuse to issue a cheque book.
- 9.6 The Bank shall, upon receipt of a cheque book application, send the required cheque book to the Customer by post to the address last registered with the Bank. **The Bank assumes no responsibility for any delay or loss in the post.**
- 9.7 Upon receipt of a new cheque book, the Customer should verify the cheque serial numbers, account number and name of the Customer printed thereon as well as the number of cheques before use. Any irregularities should be promptly reported to the Bank.
- 9.8 The Customer should exercise care when drawing cheques to ensure its correctness and agrees that cheques shall not be drawn by any means and/or in any manner which may enable a cheque to be altered or may facilitate fraud or forgery. The Customer should write the amount, both in words and figures in the space provided on the cheque, as close to each other and to the left-hand margin as possible so as to leave no space for insertions. The word "only" should be added after the amount stated in words. Only Arabic numerals should be used for figures.
- 9.9 All cheques must be written in non-erasable ink in Chinese or English and be signed in conformity with the specimen signature registered with the Bank. Any alteration on a cheque must be confirmed by the full signature/chop of the drawer. **The Customer acknowledges that the Bank will not be held responsible for losses arising from alterations which cannot be readily detected by the Bank.**
- 9.10 The Customer agrees to be bound by the conditions printed on the insider cover of the cheque book and by other conditions imposed by the Bank from time to time.
- 9.11 The Bank reserves the right to return cheques when the Cheque Account has insufficient funds or for technical error or any other reasons and to impose a service charge in respect of returned cheques.
- 9.12 A person who is legally entitled to request for stop payment of the cheque may only cancel (countermand) payment of a cheque by giving written instructions (the authenticity of which the Bank must be able to verify) to the branch of the Cheque Account clearly identifying the cheque in question by reference to its cheque number before the cheque has been paid and in a manner pursuant to applicable laws, regulations and rules. For clarification:
- (i) **if the person who is legally entitled to request for stop payment of the cheque identifies the cheque in question by reference to other details in addition to the cheque number, the Bank shall not be responsible to ensure that other details correspond with the details of the cheque in question identified by number;**



- (ii) if the person who is legally entitled to request for stop payment of the cheque identifies the cheque in question by reference to other details instead of identifying the cheque number, the Bank shall not take any action; and
- (iii) **if the person who is legally entitled to request for stop payment of the cheque cancels (countermand) payment of a cheque by means of an instruction which cannot be verified by the Bank (not limiting to by telephone or facsimile instructions), the Bank shall not be required (obliged) to take any action; however, the Bank may in its discretion and without responsibility follow such instruction.**

When the person who is legally entitled to request for stop payment of the cheque cancels (countermand) payment of a cheque by means of an instruction to the Bank which cannot be verified by the Bank and regardless of whether or not the Bank acts on such instruction, the person who is legally entitled to request for stop payment of the cheque shall immediately confirm such instruction to the Bank in writing and in a manner so that the Bank may verify the authenticity of such instruction. **The Bank shall only be bound to follow the instruction once it is authenticated and shall not be liable for having followed the unauthenticated instruction should that instruction has been incorrect (erroneous), false (spurious), unclear (ambiguous).**

9.13 There may be risks involved in accepting foreign currency cheques as payment or settlement of transactions. In some countries, there are laws dealing with the handling of cheques sent for clearing or collection that will entitle a cheque to be returned even after clearing and the proceeds are paid to the payee. For example, for cheques drawn on US banks, the paying bank will have the right to seek refund of a cheque that is subsequently found to be fraudulently drawn, fraudulently endorsed or fraudulently altered within a period of up to 6 years. For a US Treasury cheque, this refund period may be indefinite. **The Bank is entitled to seek repayment from the Customer of any cheque required to be repaid or refunded. This right of recourse remains possible throughout the refund period mentioned above and is regardless of whether the cheque is sent for collection or purchased by the Bank.** The deposit of any foreign currency cheques is accepted by the Bank subject to the following terms and conditions:

- (i) In accepting cheques drawn on banks abroad, the Bank reserves the right to decide which cheques to purchase and which to send for collection. Where the Bank purchases the cheques, the Bank shall credit the Customer's Account (using the Bank's prevailing buying rate) with the proceeds immediately, subject to having recourse to the Customer in the event of dishonour. The purchase of cheques may be subject to the condition that the proceeds credited to the Customer's Account cannot be withdrawn for a period as determined by the Bank taking into account the required clearing time for cheques in question and which will be specified in the credit advice to be sent to the Customer in confirmation of the transaction.
- (ii) Where the Bank sends a cheque for collection, this will be done subject to the rules contained in ICC Publication No. 522 and the proceeds of the cheque will only be credited to the Customer's Account once payment is received from the bank abroad.
- (iii) In the event that cheques purchased are dishonoured or cheques collected are subsequently liable to be repaid or refunded by applicable laws and regulations, the Bank will debit the Customer's Account with the value of the cheque as calculated using the Bank's prevailing buying rate or the original selling rate, whichever is lower, plus any charges.
- (iv) Overseas charges (if any) will be debited to the Customer's Account.
- (v) Cheques received after the relevant cut-off times set by the Bank from time to time will be processed in the next Business Day.

## 10. Deposit Services

### 10.1 Call Deposits

- (a) A call deposit refers to a deposit denominated in Renminbi ('RMB') or foreign currency, in respect of which the Customer does not specify the time period of deposit at the time of placement but the Customer must notify the Bank of the proposed withdrawal date and amount prior to the withdrawal.
- (b) **A call deposit may be placed in such currencies and with such minimum deposit amount and minimum withdrawal amount as determined by the Bank, which may, at the Bank's sole discretion, be changed from time to time.** At present, the minimum deposit amount for a call deposit (whether denominated in RMB or other foreign currency) as required by the Bank is RMB50,000 (or its equivalent in other foreign currency) for a personal customer and RMB500,000 (or its equivalent in other foreign currency) for an entity customer, and the minimum amount of each withdrawal is RMB50,000 (or its equivalent in other foreign currency) for a personal customer and RMB100,000 (or its equivalent in other foreign currency) for an entity customer.
- (c) The Customer must place the call deposit with the Bank in one lump sum in accordance with the requirements set by the Bank or applicable law in respect of the minimum deposit amount. The Customer must select the type of call deposit (i.e. 1-day call deposit or 7-day call deposit), which selection cannot be changed without the Bank's consent.
- (d) A call deposit can be withdrawn in one lump sum or by instalments. The Customer must notify the Bank of a proposed withdrawal by no later than the time period of prior notice for withdrawal as agreed at the time of placement of the deposit (i.e. 1 day or 7 days) (the 'Period of Notice'), and the format of such notice shall be in accordance with the Bank's requirement. If the Bank receives two or more instructions from the Customer prescribing for the same proposed date of withdrawal (whether or not the Customer gives such instructions by the same means), the Bank will act on all such instructions, unless otherwise expressly provided in such instructions. **All the notices given by the Customer must be made by the means as prescribed for or adopted by the Bank from time to time; otherwise, the Bank shall have the right to refuse to act on such notices without notice to the Customer.**
- (e) Unless otherwise provided herein, a call deposit shall accrue interest on a daily basis at the rate adopted by the Bank and such accrued interest will be settled on the 20th day of the last month of each quarter, or the next working day if the aforesaid date falls on a public holiday or a weekend. Interest is payable on a call deposit account closed during an interest period only up to (and excluding) the closure day.
- (f) Subject to other provisions herein, if the Customer requests for partial withdrawal of a call deposit, the Bank will agree to such request, provided that the amount of such partial withdrawal shall not be lower than the minimum amount of withdrawal required by the Bank or applicable law. **If the remaining balance of a call deposit after the withdrawal is lower than the minimum deposit amount required by the Bank or applicable law, such remaining balance will be transferred on the same day to a savings deposit account, which shall be subject to any terms and conditions applicable to savings deposit accounts. The Customer may also instruct the Bank to place such remaining balance into other types of deposits. If the remaining balance of a call deposit after the withdrawal is higher than or equivalent to the minimum deposit amount required by the Bank or law, such remaining balance will be retained as a call deposit and the time period of such call deposit shall be calculated from the date of placement of the original call deposit.**

- (g) In any of the following events, the Bank shall have the right to charge a penalty on the relevant amount withdrawn, and such penalty shall be equal to the difference between (i) the interest of the relevant amount withdrawn calculated at the call deposit rate applicable at the date of withdrawal from the date of placement of the original deposit to the date of withdrawal; and (ii) the interest of the relevant amount withdrawn calculated at the savings rate applicable at the date of withdrawal from the date of placement of the original call deposit to the date of withdrawal:
- (aa) the actual time period of deposit is shorter than the Period of Notice;
- (bb) the Customer fails to notify the Bank of any withdrawal by no later than the Period of Notice prior to such withdrawal;
- (cc) the Customer notifies the Bank of a proposed withdrawal by no later than the Period of Notice prior to such withdrawal, but withdraws in part or in whole the relevant amount prior to or after the notified withdrawal date (in which case the calculation of interest accrued on the amount so early withdrawn or delayed in withdrawal shall be subject to the provisions of this sub-clause (g));
- (dd) the amount of withdrawal is lower than or exceeds the amount stated in the withdrawal notice or lower than the minimum withdrawal amount required by the Bank or law (for avoidance of doubt, where the early withdrawal of part of the amount in respect of a withdrawal notice results that the remaining amount under that withdrawal notice is lower than the amount stated in that withdrawal notice or lower than the minimum withdrawal amount required by the Bank or law, the calculation of interest accrued on such remaining amount at the time of withdrawal shall be subject to the provisions of this paragraph (dd); where the account balance of the call deposit account at the time of withdrawal is lower than the amount stated in the withdrawal notice or lower than the minimum withdrawal amount required by the Bank or law, the calculation of interest accrued on such withdrawn amount shall be subject to the provisions of this paragraph (dd)).
- (h) If the Customer does not withdraw in whole or in part a call deposit after service of the relevant withdrawal notice to the Bank, or if the Customer cancels part or all of a withdrawal notice within the Period of Notice but prior to the proposed withdrawal date, the relevant withdrawal notice shall be deemed to have expired or have been cancelled. If the Customer desires to withdraw any of the call deposit, a new withdrawal notice will be required to be made pursuant to the terms and conditions herein.
- (i) Any placement, renewal or withdrawal of a call deposit will be processed by the Bank on its Business Days.
- (j) If any notice is received by the Bank on a day other than the Bank's Business Day, it shall be deemed as having been received by the Bank on the following Business Day. If the notified date of withdrawal is a day other than the Bank's Business Day, such withdrawal shall be processed on the following Business Day, provided that the Bank shall have the discretion to process the withdrawal on the Business Day preceding to such notified date of withdrawal.
- (b) **The Bank reserves the right to vary the interest rate offered and to impose deposit charges on credit balances from time to time at the Bank's absolute discretion as displayed in the Bank's premises or advertised in the media which will serve as notice to the Customer**, provided that, subject to the terms and conditions on withdrawal of the time deposit before due date, the time deposit interest rate agreed by the Bank as applicable to the time deposit on the date when the deposit is made shall remain applicable to that time deposit throughout the period of deposit, despite any change in the time deposit interest rate offered by the Bank from time to time.
- (c) At the request of the Customer, the Bank may at its discretion repay some or all deposits before the due date. In such an instance, the Bank reserves the right to pay interest on the deposit withdrawn before the due date at the rate (if any) determined by the Bank as applicable to a deposit (other than a time or call deposit) of a comparable amount on the date of such early withdrawal, and, unless otherwise provided by laws, regulations and rules, **the Bank furthermore reserves the right to recover a handling charge and the additional cost (if any) of obtaining funds in the market for the remaining period of the deposit, and to cancel any time deposit due to the balance of the time deposit account falling below the minimum initial deposit amount for which appropriate handling fee will be levied.**
- (d) Should the Bank agree to the withdrawal of a time deposit before the due date, any sums already paid to the Customer by way of interest and to the government by way of taxation (if applicable) are deductible from the principal sum before repayment of the balance.
- (e) Interest will accrue to the day prior to maturity of the deposits and is payable on the due date and may be either withdrawn or added to the principal. Details of accrued interest and the amount of tax deducted (if applicable) will be advised each time a deposit is withdrawn or renewed.
- (f) Deposits which fall due on a public holiday or a weekend shall become payable on the first working day immediately after the end of the holiday or weekend, except when such extension exceeds the maximum period for deposits acceptable to the Bank or as regulated from time to time in which case the deposits will become payable on the working day immediately preceding the holiday or weekend.
- (g) Any instructions regarding disposal of funds at maturity and any amendments thereto must be given at least one Business Day prior to the date of maturity.
- (h) **Where automatic renewal instructions are given for deposits, the prevailing rate applied will be the rate applicable on the due date at such time as the Bank at its sole discretion decides.**
- (i) **If no disposal instructions are received by the due date, interest if any on the due date and thereafter will accrue on the principal amount only on such rate(s) and in such manner as applied by the Bank in respect of deposits without fixed maturity date. Accrued interest will be paid or credited into the account only when instructions are received. If the Bank does not provide any deposit without fixed maturity in the same foreign currency in which the relevant time deposit is denominated, interest will not accrue on and after the due date of such foreign currency time deposit.**

### 10.3 Deposit Without Fixed Maturity Date (also called "savings")

- (a) the Bank may accept deposits without a pre-agreed maturity date (other than a call deposit or a contract savings deposit) (also called "savings");
- (b) **savings may be in such currencies and with such minimum initial deposit as determined by the Bank. The minimum deposit amount provided by the Bank may, at the Bank's sole discretion, be changed from**

### 10.2 Time Deposits

- (a) A time deposit refers to a deposit with a pre-agreed fixed maturity date and may be placed in such currencies and with such minimum initial deposit with respect to a range of maturity dates as determined by the Bank from time to time.

time to time. Unless as otherwise prohibited by laws, regulations and rules, the Bank may charge handling fee for account balances falling below the minimum deposit amount at rates determined by the Bank from time to time.

- (c) **the Bank may, at its discretion and unless otherwise prohibited by laws, regulations and rules, charge handling fee if the savings account is closed within 3 months after account opening, or if the Account remains inactive for a continuous period of two years or more at rates determined by the Bank from time to time.**
- (d) savings interest will accrue on the daily balance at the rates determined by the Bank within the floating limits (if any) specified by the People's Bank of China (and, unless the interest rate is negotiated between and determined by the Bank and the Customer on a case-by-case basis,) displayed from time to time at the Bank's premises and/or advertised in the media as applicable on each day (for foreign currency deposit or entity RMB deposit) or the relevant interest settlement day (for personal RMB deposit). Interest earned after the deduction of tax will be credited to the Account half-yearly (for any account of foreign currency deposit, on 28 Jun and 28 Dec respectively, or the next working day if any of the aforesaid dates falls on a public holiday or a weekend), quarterly (for any account of RMB deposit, on the 20th day of the last month of each quarter, or the next working day if the aforesaid date falls on a public holiday or a weekend), or on such other basis as may be specified by the Bank or by any applicable laws, regulations and rules from time to time. Savings interest is payable on an Account closed during an interest period only up to (and excluding) the closure day.
- (e) **all interests, handling charges, taxes and other related matters thereof shall be governed by the current or future amended, specified, or adopted laws, regulations, rules issued by any legislation-making bodies and governmental institutions of the People's Republic of China and the rules and practices of the Bank as announced and notified to Customer by posters, advertisements and/or any other means.**

10.4 Depending on market conditions and subject to compliance with applicable laws, regulations and rules from time to time, such charges, deposit charge or interest rate payable may be zero or even negative.

## 11. Communication Address and Change of Customer's Particulars

- 11.1 The Customer warrants that all particulars given to the Bank and other members of the HSBC Group (if applicable) are, to the best of the Customer's knowledge, accurate. The Customer undertakes to notify the Bank and other members of the HSBC Group (if applicable) in writing of any changes of address, employment or other pertinent particulars recorded with the Bank and other members of the HSBC Group (if applicable).
- 11.2 **Without prejudice to any other provisions under these Terms and Conditions, the Customer undertakes to promptly renew and update the following identification and registration documents (collectively "Identification/Registration Documents"):** (i) if the Customer is personal, the identification document(s) of the Customer and the Authorized Agents; and (ii) if the Customer is corporate or other type of entity, the various registration certificates, identification documents and other similar documents of the Customer, its controlling shareholders, de facto controlling persons, legal representative, person in charge and Authorized Agents. The Customer shall promptly provide the Bank with a certified copy of the renewed Identification/Registration Documents. The Customer acknowledges and agrees that the Bank is entitled to suspend the Customer's operation of any Account(s) and/or use of any services from the time when any of the Customer's Identification/Registration Documents expires to and till the time when the Bank receives the certified

copy of the renewed version of the relevant expired Identification/Registration Documents. In no event shall the Bank be liable for loss (whether direct or consequential and including, without limitation, loss of profit or interest) or damage suffered by the Customer arising out of the exercise of the Bank's suspension right pursuant to this clause.

- 11.3 All communications sent by post addressed to the last address registered with the Bank shall be deemed to have been duly delivered to the Customer. Where in the Bank's opinion communications sent to the last address registered with the Bank will fail to reach the Customer, the Bank may at its sole discretion stop sending further communications (including without limitation account statements, debit/credit advices and other communications) to such address of the Customer. Copies of account statements and/or documents evidencing transactions performed can be produced, and provided to the Customer upon request in writing subject to the Bank's handling charge.

## 12. Eligibility and Charges

- 12.1 To open an Integrated Private Banking Account, the Customer shall deposit an initial amount with the Bank which amount may be determined by the Bank on the date of Account opening.
- 12.2 To maintain the Integrated Private Banking Account, the monthly average balance maintained by the Customer with the Bank (calculated on a monthly basis) shall be such sum as advised by the Bank to the Customer from time to time. **A monthly service fee will be charged if the monthly average account balance falls below the amount specified by the Bank, subject to any restrictions under applicable laws and regulations.**
- 12.3 **The Bank reserves the right to close any Account when the balance of such Account has been zero for 2 consecutive months.**
- 12.4 **Subject to any restrictions under applicable laws and regulations, the Bank will charge for services it renders in accordance with the Tariff of Accounts and Services (for Private Banking Customers).**

## 13. Termination of Account; Variation of Terms

- 13.1 **The Bank may suspend or terminate the use or availability of any one or more of the products, Services or other privileges hereunder and/or close any or all Account(s) (including, but not limited to, joint accounts, time deposit accounts) of an Customer with prior notice to the Customer (save under exceptional circumstances or where required by any applicable law, regulation, order of court or the request of any public and regulatory authority operating in any jurisdiction or for fraud prevention purposes when suspension or termination may be made without prior notice) without any justification, and shall not be held liable for doing so. Without prejudice to the generality of the foregoing, if the Bank suspects that money laundering or other illegal transactions are or were undertaken through any Account (including joint account) of the Customer, or if the Customer or its controller infringes the legal right or interest of the Bank or its staff or contractor, or if the Bank is required or has the right to take the following actions according to the laws, regulations and rules of any jurisdiction to which the Bank is subject, the Bank shall have the right to close any and/or all Accounts (including, but not limited to, joint accounts, time deposit accounts) of the Customer and/or discharge or terminate any and/or all transactions of the Bank with the Customer. The Bank shall not be obliged to give any reason for the suspension or termination of any Services or closure of any Account.**

Upon termination or closure of any Account(s), the Bank shall be entitled (but not obliged) to discharge its liability to the Customer with respect to the Account(s) by posting to the Customer at the last address of the Customer notified to the Bank in writing, a draft or cheque in the currency of the Account(s) payable to the Customer's order in the amount of the closing credit balance in the relevant Account(s).

13.2 Without prejudice and subject to any other provisions under these Terms and Conditions (including without limitation clause 13.1), Accounts with zero balances or Accounts which remain inactive (other than the Bank's debit of the Accounts for accrued bank charges, if any) for a continuous period of one year or more (or such shorter period as required by laws, regulations and rules) are liable to be closed by the Bank, in the absence of the Customer's specific instructions to the contrary within the period specified by the Bank.

**13.3 These Terms and Conditions may, at the Bank's sole discretion, be changed from time to time upon giving the Customer prior notice by way of display in the Bank's premises or by such other method as the Bank may decide. If the Customer does not close all Accounts prior to the expiry of the notice period, the Customer shall be deemed to have agreed to such change.**

**13.4 The Tariff of Accounts and Services (for Private Banking Customers), as in effect from time to time pursuant to the provisions of clause 13.3 above, apply to all Accounts.**

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## 14. Miscellaneous General Provisions

### 14.1 Collecting Agent.

The Bank may, for and on behalf of itself, or for and on behalf of other HSBC Group members, employ third parties and/or appoint any other member(s) of HSBC Group (with such other member(s) of HSBC Group also entitled to employ third parties) to collect any outstanding or overdue amounts owed by the Customer to the Bank and/or any other members of the HSBC Group. The Customer shall keep the Bank and such other member(s) of HSBC Group indemnified for costs (including legal fees on a full indemnity basis) and expenses incurred in recovering such outstanding or overdue amounts.

### 14.2 Use of Chop.

Where the Customer requests the Bank to accept the authorized impression of the chop of the Customer or any Authorized Agent in lieu of the signature of the Customer or such Authorized Agent, the following conditions shall apply:

- (i) without prejudice to the Customer's right to change the signatory or signatories to the Account(s) from time to time, the authorized impression of the Customer's or Authorized Agent's chop shall by itself and in lieu of the signature of the Customer or of the Authorized Agent be sufficient authority to the Bank for the operation of the Account(s) generally (including any instruction as to any change of Authorized Agent). **Any documents bearing what purports to be the impression of the chop and any instructions contained therein, shall be binding on the Customer. The Customer shall not be at liberty to question or plead the validity or invalidity of any impression of the chop, or plead the capacity or good faith of the person who actually affixed the same;**
- (ii) **the Bank is not obliged to enquire into the authenticity of the impression of the chop, nor the good faith of the person who actually affixed the same, nor make any comparison of any such purported impression with the specimen impression provided to the Bank by the Customer; and**
- (iii) **the Customer assumes full responsibility for all losses occasioned by the operation of the Account(s) in such manner. The Bank is not liable for any loss or damages whatsoever arising directly or indirectly from its acceptance or refusal of any document or instructions bearing or purporting to bear an impression of the chop for the operation of the Account(s).**

### 14.3 Microfilming/Scanning.

The Bank may destroy any documents relating to any Account or any services after microfilming/scanning, or keeping digital files of, the same and destroy any microfilm/scanned records after such period of time as it considers prudent.

### 14.4 Compliance with Laws, Regulations and Rules.

The Customer shall be governed by all applicable banking, foreign exchange, taxation and other laws, regulations, and rules, as in effect from time to time, which apply to account opening, account services, account closing and other account related operations and transactions. In case of discrepancies between the above-mentioned laws, regulations and rules, and these Terms and Conditions (or other terms and conditions referred to herein), the former shall apply and prevail. The Customer acknowledges that the Bank will not notify the Customer of these laws, regulations, rules and the changes thereof, which from time to time may take place. The Customer is liable to provide related supporting documents where required by the State Administration of Foreign Exchange and other governmental institutions, or where, at the Bank's sole discretion, the Bank considers it necessary to evidence that the related approval or other documents are obtained and the related laws, regulations and rules are complied with. **The Bank shall have no obligation to process a transaction until the Bank has received all the supporting document(s) to the Bank's satisfaction. In no event shall the Bank be held liable for any failure or delay in processing a transaction caused by insufficient and/or unacceptable supporting documents. The Bank reserves the right not to process a transaction which the Bank, in its sole discretion, considers to be in violation of any application foreign exchange control regulation(s).**

### 14.5 Bank's By-laws and Practices.

**All services and Accounts, the interest thereon, service charges and other matters relating thereto, shall be governed, in addition to these Terms and Conditions, by the Bank's by-laws, regulations and practices, brought to the attention of the Customer by display, advertisement or otherwise, as the foregoing are in effect from time to time.**

### 14.6 Waivers and Remedies.

No failure or delay by the Bank or other members of the HSBC Group in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise preclude any other or further exercise thereof or the exercise of any other right, power or privilege. Any remedies provided to the Bank and other members of the HSBC Group herein are not intended to be exclusive of any other remedy and each and every remedy shall be cumulative and in addition to every other remedy given hereunder or now or hereafter existing at law or in equity, by statute or otherwise.

### 14.7 Partial Invalidity.

If any provision hereof shall be declared or adjudged to be illegal, invalid or unenforceable under any applicable law, such illegality, invalidity or unenforceability shall not affect any of the other provisions hereof, which shall remain in full force, validity and effect.

### 14.8 Failure Beyond Bank's Control.

**The Bank shall not be liable for any failure or delay in providing any service or meeting any obligation hereunder due (directly or indirectly) to any causes beyond its control (including any equipment malfunction or failure) and under no circumstances shall the Bank be responsible to the Customer or any third party for any indirect or consequential losses arising out of or in connection with such delay or failure.**

### 14.9 Appointment of Agent and Service Provider.

The Bank may appoint any agent, service provider or sub-contractor to perform any of its obligations hereunder.

### 14.10 Assignment of Bank.

**The Bank may at any time assign or transfer any or all of its rights and obligations hereunder (including without limitation, any right(s) of the Bank in connection with any indebtedness owed from the Customer to the Bank) to any person (including without limitation, any other member(s) of HSBC Group) without the Customer's agreement.**



**The Customer further agrees that any other HSBC Group member may at any time and from time to time assign the whole or any part of any debt owed by the Customer to such HSBC Group member in favour of the Bank, and the Bank may accept any such assignment from any other member(s) of HSBC Group. The Bank may exercise its right of set-off under Clause 8 hereof in respect of such debt assigned to it. To the extent permitted by all relevant laws and regulations, the Customer waives all rights he may have in relation to any assignment of the debts and the Bank's rights to exercise its right of set-off against such assigned debts.**

#### 14.11 Loss of Seal/Password etc.

In the event of loss of the identity document, seal, chop or password (if any) used for giving instructions to the Bank in respect of or the use of the services, the Customer must immediately notify the Bank in writing. **The Bank will not be responsible for any payment made prior to receiving such written notice.**

#### 14.12 No Deduction/withholding.

**If the Customer is required by any applicable laws or regulations (including the laws and regulations in the jurisdiction in which the Customer enjoys a service provided by a member of the HSBC Group) to make any deduction or withholding from any sum payable by the Customer, whether to the Bank or any member of the HSBC Group, then the liability in respect of that deduction or withholding shall be the liability of the Customer such that after the making of such deduction or withholding the net payment shall be equal to the amount which the Bank or such other member of the HSBC Group would have received had no such deduction or withholding been made. It shall be the sole responsibility of the Customer to effect payment of such deduction or withholding to the relevant authority within the applicable time limit and the Customer shall indemnify the Bank and other members of the HSBC Group for all consequences of the Customer's failure to do so.**

#### 14.13 Tax Compliance

- (i) If the Customer is a natural person, the Customer is solely responsible for understanding and fulfilling any obligation that the Customer may have with respect to the filing of returns or other required documentation in respect of and the payment of all relevant taxes, including, without limitation, all income, capital gains, wealth and estate taxes. The creation and continued operation of Customer's Account and/or the acquisition, holding or disposal of investments or assets in such Account, as well as any income, distributions or losses realized in relation to the operation of the Account may expose the Customer to tax consequences depending on a number of factors including, but not limited to, the Customer's applicable domicile, place of residence, citizenship or the type of assets the Customer holds in the Account. Certain countries may have tax legislation with extra-territorial effect regardless of Customer's place of domicile, residence or citizenship. The Bank does not provide any legal or tax advice and the Customer should seek legal and/or tax advice from an independent legal and/or tax adviser. The Customer acknowledges and agrees that the Bank has no liability in respect of any of the Customer's tax obligations and/or any legal and/or tax advice provided to the Customer by third parties.
- (ii) If the Customer is a legal entity, a trust, foundations or alike, the Customer and each Connected Persons is each responsible for fulfilling its own obligations with respect to the filing of returns or other required documentation in respect of reporting and payment of all relevant taxes, including, without limitation, all income, capital gains, wealth and estate taxes. The creation and continued operation of the account and/or the acquisition, holding or disposal of investments or assets in such Account, as well as any income, distributions or losses realized in relation to the operation of the Account may expose the Customer or any Connected Person to tax consequences depending on a number of factors including, but not limited to, applicable domicile, place of residence, citizenship, place of incorporation or the type of assets held in the Account. Certain countries may have tax legislation with

extra-territorial effect regardless of place of domicile, residence, citizenship or incorporation. The Bank does not provide any legal or tax advice and the Customer and each Connected Person should seek legal and/or tax advice from an independent legal and/or tax adviser. The Customer acknowledges and agrees that the Bank has no liability in respect of any of the Customer's tax obligations or those of any Connected Persons and/or any legal and/or tax advice provided to the Customer by third parties.

In this section, "Connected Persons" means any beneficial owner of the Account or any of the assets held in the Account, any person exercising any control over the operation of the Account, any identified beneficiaries of the assets, income, gains, as appropriate, (as defined under local or foreign laws, regulatory guidance or international treaties) and any asset contributor to the Account.

- (iii) The Bank reserves the right to request documents or other evidence from the Customer (and, where applicable, Connected Persons) that demonstrates compliance with the Customer's or any Connected Person's tax obligations.

Notwithstanding any provision in these Terms and Conditions to the contrary and without prejudice to the Bank's right to terminate its business relationship with the Customer setting out in these Terms and Conditions, if the Customer fails to provide such information within the timeframe stipulated by the Bank or if the information provided by the Customer is considered unsatisfactory by the Bank, the Bank reserves the right to terminate its business relationship with the Customer (and, where applicable, Connected Persons) and to close all or any of the Account(s) with immediate effect.

#### 14.14 If the Customer comprises of more than one person:

- (i) each of them shall be jointly and severally liable under these Terms and Conditions;
- (ii) the Bank is authorised to provide information on or relating to any Account(s) to any one of them in such form and manner and to such extent as any one or more of such persons shall request or as the Bank shall in its sole discretion determine at any time and from time to time;
- (iii) each of them shall be bound by these Terms and Conditions and such other terms and conditions governing the Account(s) even though (a) any other person or any person intended to be bound hereby is not or (b) these Terms and Conditions may be invalid or unenforceable against any one or more of such persons by reason of fraud, forgery or otherwise (whether or not the deficiency is known to the Bank);
- (iv) the Bank shall be entitled to deal separately with any one of them on any matter (including (a) the variation or discharge of any liability to any extent or (b) the granting of time or other indulgence to or making other arrangements with any such person) without prejudicing or affecting the Bank's rights, powers and remedies against any other such persons; and
- (v) where any one of them is authorised to operate the Account(s) singly, the Bank is authorised to comply with the instructions or directions of any one of such persons in relation to the Account(s), and acceptance of any terms and conditions of any services rendered by the Bank in respect of the Account(s) by any one of such persons will be deemed acceptable by each and all of them and accordingly, such terms and conditions will be binding on each and all of such Customers.

#### 14.15 Bearer Shares.

Where the Customer is an issued bearer share company or a bearer share capable company, the Customer hereby undertakes to inform immediately the Bank in writing in the event of a change of ownership of the company or issuance of initial or new bearer shares and to provide the Bank with any appropriate information it may require, unless restricted by applicable law or regulation.



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#### 14.16 Indemnity.

The Customer shall indemnify the Bank and keep the Bank indemnified and hold the Bank harmless against any and all claims, liabilities, losses, damages, costs, expenses and charges (whether on account of taxes, duties, imposts or otherwise, including but not limited to legal expenses on a full indemnity basis) whatsoever, whether in contract, tort or otherwise, which the Bank may suffer or incur by reason of, arising out of or in connection with the Bank's provision of any service to the Customer, or transacting with the Customer, or maintaining any Account(s) for the Customer, or performing its obligations hereunder, or a breach of any of these Terms and Conditions or any applicable laws and regulations by the Customer, unless the claim, liability, loss, damage or expense is caused by the Bank's willful misconduct or gross negligence. A certificate by any of the Bank's officers as to the Customer's liability or indebtedness to it with respect to the indemnity aforesaid shall be binding on the Customer and shall be conclusive evidence without further proof of any such claim, liability, loss, damage or expense.

#### 14.17 Specific Terms and Conditions.

Certain services or products provided or offered by the Bank may be subject to specific terms and conditions that may be agreed to between the Bank and the Customer or made available by the Bank to the Customer from time to time. In case of discrepancies between these Terms and Conditions and such other specific terms and conditions, the latter shall prevail.

#### 14.18 Governing Law.

These Terms and Conditions shall be governed by and construed in accordance with the laws of the People's Republic of China.

The parties submit all their disputes arising out of or in connection with these Terms and Conditions to the exclusive jurisdiction of the Courts of the Bank's head office location or of the branch where the Account is maintained.

#### 14.19 Prevailing Version.

In case of discrepancies between the English version and the Chinese version of these Terms and Conditions, the Chinese version shall prevail.

