Business Integrated Account General Conditions

Effective from 18/11/2024 for Business Integrated Accounts, Commercial Banking

The Business Integrated Account General Conditions ('**BIA General Conditions**') comprise:

(i) the Hong Kong SAR Local Conditions;

(ii) the Business Integrated Account Service Schedules; and

(iii) the Master Services Agreement.

By using the Business Integrated Account, the Customer agrees to be bound by the BIA General Conditions.

BUSINESS INTEGRATED ACCOUNT SERVICE SCHEDULES

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Schedule I General Conditions

This Schedule, the MSA and the Hong Kong SAR Local Conditions apply to the provision of Accounts and Services by the Bank in Hong Kong and to all Schedules in the Business Integrated Account Service Schedules (collectively "BIA Service Schedules" or "Schedules"; and individually, 'Schedule'). The Conditions of the other Schedules continue to apply to the provisions of Accounts and Services to the extent that they are relevant and consistent with the provisions of this Schedule.

1 Accounts and Services

1.1 The Bank offers Accounts and Services on the terms specified by it. The Bank may, without prior notice, vary, suspend or withdraw any Accounts or Services, including not accepting a deposit.

2 Instructions

2.1 The Customer may only open an Account or utilise a Service by issuing an instruction in a form and by means acceptable to the Bank.

2.2 The Bank will act on an Instruction as soon as reasonably practicable following receipt.

2.3 The Bank may, without giving any reason:

(a) accept or refuse an Instruction; or

(b) prescribe any condition for accepting an Instruction, including the condition that an Instruction must be submitted in the form prescribed by the Bank.

The Bank is not liable for any Loss incurred or suffered by the Customer as a result of the Bank exercising any of its rights in paragraphs (a) or (b) above.

2.4 The Bank will only act on an Instruction if it reasonably believes the Customer gave or authorised the Instruction. The Bank is not liable if the Customer did not in fact give or authorise that Instruction. That Instruction, as understood and executed by the Bank in good faith, is binding on the Customer, even if:

(a) the Instruction is incorrect, false or unclear; or

(b) the Customer did not give or authorise the Instruction.

2.5 If the Customer gives the Bank an Instruction to make a transaction on a future date, the Bank may treat that Instruction as final and act on it.

2.6 If the Customer loses any identity document, seal or chop used for giving Instructions to the Bank in respect of the Services, the Customer must immediately notify the Bank in writing. The Bank will not be responsible for any payment made before receiving written notice from the Customer.

3 Use of Accounts and Services

3.1 If the Customer does not specify an Account for a transaction, the Bank may effect that transaction by crediting or debiting any Savings Account.

3.2 The Bank is entitled not to credit a payment into an Account on the date of receipt if the Bank does not receive the payment advice of the paying bank before the Bank's cut-off time. Interest will not accrue on any payment into an Account before the funds are actually credited into the Account.

3.3 When the Customer withdraws money from an Account, the withdrawal can be by way of:

(a) cash in the currency of the Account;

(b) cheque drawn by the Bank in the currency of the Account; or

(c) cash or cheque in HKD, converted from the Foreign Currency of the Account at the Bank's prevailing buying rate.

3.4 If (a) an Account is credited in error; (b) an Account is credited in anticipation of receiving funds where those funds are not received or the underlying funds transfer is reversed; or (c) the Bank suspects funds have been credited into an Account by fraud, the Bank may reverse all or part of such credit including any interest accrued thereon without prior notification to the Customer, make the appropriate entry to the Account, and debit or demand immediate repayment of any loss, damage or expense incurred by the Bank in connection therewith, as appropriate.

3.5 The Bank may reverse any credit received under a standing instruction if a condition of the standing instruction is not fulfilled — for example, if there are insufficient funds in the payer's account.

3.6 The Bank may suspend any Account mandate if:

(a) there is a dispute between (i) the Customer and any of its authorised signatories or directors; or (ii) any of the Customer's authorised signatories and/or directors;

(b) the Bank reasonably believes that such Account mandate is not valid; or

(c) the Bank reasonably believes that the Customer is not the true owner of the credit balances or any other assets held in the relevant Account.

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3.7 If an Account has been inactive or has had a zero balance, for a period determined by the Bank, the Bank may:

(a) restrict or impose conditions for accessing the Account;

(b) impose a service charge at its discretion without prior notice; or

(c) close the Account.

3.8 If the Customer gives the Bank an Instruction to pay to, or withdraw from, a Savings Account or a HKD, US Dollar or Renminbi Current Account and:

(a) there are insufficient funds in that Account; or

(b) if such Instruction was executed, an Account would be overdrawn or exceed an existing overdraft limit,

the Bank will treat that Instruction as a request for an unauthorised overdraft. The Bank may:

(i) refuse the request and impose a service charge for considering and refusing that request; or

(ii) agree to that request and provide the Customer with an overdraft or an increase to the Customer's existing overdraft. That overdraft or increase will be subject to the Bank's prevailing interest rate, calculated daily. The Bank may also charge an arrangement fee.

4 Bank-Customer Relationship

4.1 The Customer confirms that it is acting as principal in relation to the Services and all Accounts.

5 Account Packages

5.1 The Bank may, at its sole discretion or at the Customer's request:

(a) designate one or more Account Package(s) with different Features, which may include enhanced services, preferential terms, preferential interest rates and special promotions;

(b) allocate an Account Package to a Customer; or

(c) vary or withdraw an Account Package or its Features from a Customer or generally.

If the allocation, variation or withdrawal of an Account Package affects the Customer, the Bank will notify the Customer in a way the Bank considers reasonable.

5.2 The Bank will allocate, withdraw or vary an Account Package with reference to pre-designated criteria, but the Bank's decision will be final. These criteria may include:

(a) the value of assets deposited by the Customer with the Bank; and

(b) the amount of credit facilities the Bank has granted to the Customer from time to time.

The Bank may change these criteria at its discretion. The most updated criteria and other details about the Account Packages are available from the Bank on request.

5.3 The Customer must satisfy and comply with all criteria for maintaining an Account Package and the provisions for enjoying the Features in that Account Package.

5.4 If the Bank withdraw any Features, provisions regarding those Features will continue to bind the Customer whether the provisions are in the Relationship Documents or elsewhere, until all obligations of the Customer to the Bank with respect to those Features have been fully repaid and satisfied. Other provisions in the Relationship Documents will continue to apply to the Customer.

5.5 If a variation of the Account Package enables the Customer to enjoy any new or additional Features, all provisions of the Relationship Documents and other terms applicable to those Features will apply to the Customer.

5.6 The withdrawal of an Account Package does not affect the Customer's use of the Master Account or of any other Account, unless the Bank otherwise tells the Customer.

5.7 The Bank is not liable for any Loss the Customer suffers or incurs as a result of any allocation, variation or withdrawal of an Account Package.

6 Consolidated Statements

6.1 The Bank will provide the Customer with a Consolidated Statement on a monthly basis, or any other intervals the Bank determines from time to time, unless:

(a) the Customer has notified the Bank that it does not require a Consolidated Statement; or

(b) there have not been any transactions, there has not been any account balance and no interest has accrued in the Master Account during the relevant period.

6.2 A Customer's Consolidated Statement will include information on its Services, Accounts and Account Package.

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6.3 A Consolidated Statement may also include information on other services, products or accounts of the type the Bank or its subsidiaries provide to the Customer.

6.4 The Bank may provide copies of the Consolidated Statement or any other information relating to the Master Account to:

(a) any director or partner of the Customer; or

(b) any other Person that the Bank reasonably believes is a member of the Customer's decision-making body or governing body.

The Bank may charge the Customer an administrative fee for doing so.

6.5 The Bank is entitled to treat the Customer as having received a Consolidated Statement on the earlier of:

(a) the date of personal delivery to the Customer;

(b) the date the Bank posts it to the Customer;

(c) the date the Bank emails it to the Customer; or

(d) the date the Bank places it in the Customer's online internet banking profile.

7 Charges

7.1 The Bank may charge the Customer fees for providing a Service or maintaining an Account, from time to time as the Bank at its sole discretion thinks fit. These fees may include:

(a) charges where the credit balance of any Account falls below the minimum amount specified by the Bank; and

(b) fees for closing an Account.

A list of the Bank's fees is available at the Bank's branches and website.

7.2 The Bank will notify the Customer of the relevant fees when an Account is opened or closed, a Service is requested or an Instruction takes effect.

8 Interest

8.1 Interest on an Account accrues:

(a) daily;

(b) on the credit balance in the Account; and

(c) at the interest rate specified by the Bank at its discretion.

The Bank will specify the interest rate from time to time by displaying it at the Bank's branches, publishing it on the Bank's website and/or advertising it in the media.

8.2 If the interest rate is above zero, the Bank will pay the Customer interest, which will become a credit entry to that Account at the end of each calendar month or at any other interval the Bank sets.

8.3 If the interest rate is below zero, the Customer will pay the Bank interest, which will become a debit entry to that Account at the end of each calendar month or at any other interval the Bank sets.

8.4 The Bank may compound interest accruing on the credit balance (if in HKD) at intervals as it may specify.

8.5 The Bank may, without giving prior notice, set or vary any minimum credit balance in an Account for interest to accrue. No interest will accrue if the credit balance in the Account falls below such minimum credit balance.

8.6 If an Account is closed during an interest period, interest will accrue only up to the last calendar day before the day of closure.

9 Bank's Right of Lien and Set-off

9.1 Without limiting or reducing any of the Bank's rights under these Conditions, the Relationship Documents, in law or under any agreement, the Bank is entitled without prior notice to the Customer, to refuse to repay the Customer any amount in any currency standing to the credit of the Accounts, in or towards the settlement of any liabilities owed by the Customer to the Bank in connection with the Services or under these Conditions.

9.2 Without prejudice to the generality of the relevant clauses in the MSA, the Customer agrees and irrevocably authorises the Bank to debit all amounts owing to the Bank (including without limitation any fees, charges, insurance premium, and any outstanding government rents and rates paid by the Bank on behalf of the Customer) from any Account of the Customer. If any such debit performed by the Bank causes the relevant Account to be overdrawn, the outstanding amount will be treated as an unauthorised overdraft and the Customer is liable to repay the

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outstanding amount to the Bank on demand, together with fees, expenses and interest accruing on the outstanding amount at the rate set by the Bank.

10 Communication and Customer's Particulars

10.1 The Bank may use any contact information held by it which the Customer has provided to communicate with the Customer. The Bank may use any means to communicate with the Customer, including letters, telephone calls, SMS, fax or email (including the email address of the Customer's contact person on the Bank's records).

10.2 The Bank may stop sending the Customer any communication if the Bank considers it unlikely that the communication will reach the Customer.

10.3 Unless the Bank otherwise specifies, the Customer will be considered as having received these Conditions, any communication or notice given by the Bank:

(a) at the time of personal delivery or leaving it at the address last notified in writing by the Customer to the Bank (if delivered personally);

(b) forty-eight (48) hours after posting it to the address of the Customer if such address is in Hong Kong or seven (7) days after posting if such address is outside Hong Kong (if sent by post);

(c) immediately after sending it as an SMS message to the mobile phone number last notified in writing by the Customer to the Bank (if sent by SMS message);

(d) immediately after faxing it to the fax number last notified in writing by the Customer to the Bank (if sent by fax);

(e) immediately after emailing it to the email address last notified in writing by the Customer to the Bank (if sent by email);

(f) immediately after placing it in the Customer's online internet banking profile maintained by the Customer with the Bank (if made available there); or

(g) immediately after displaying it on the Bank's public website or at our premises (if communicated by display).

10.4 The Customer confirms that, to the best of its knowledge, all particulars it gives to the Bank are accurate.

10.5 The Customer must notify the Bank, in such manner as may be prescribed or accepted by the Bank from time to time, of any change in:

(a) its address or contact details;

(b) its directors, shareholders, partners or controllers (as applicable);

(c) its legal status; or

(d) its constitutional documents.

10.6 Communications sent by the Customer to the Bank shall be treated as delivered to the Bank on the day of actual receipt. All communications sent by the Customer to the Bank must be in the form, and must be sent by means, acceptable to the Bank. The Bank is not required to act on any communication if it is not in the form or sent by means acceptable to the Bank and is not liable for any Loss of any kind incurred or suffered by the Customer as a result of the Bank consequently refusing to act on any such communication.

10.7 The above provisions do not limit any other provisions in the Relationship Documents relating to:

(a) the issuing of Consolidated Statements, transaction advice or confirmation by the Bank to the Customer; or

(b) the giving of Instructions by the Customer to the Bank.

11 Use and Sharing of Customer Information

Use

11.1 The Bank and members of the HSBC Group may use, transfer and disclose Customer Information for the following purposes ("**Purposes**"):

(a) If the Customer is a corporation (which includes a company), the Bank and members of the HSBC Group may use, transfer and disclose Customer Information in connection with the purposes set out in:

(i) this Condition 11;

(ii) Appendix II; and

(iii) the Confidentiality and Regulatory Annex.

(b) If the Customer is not a corporation (for example, if the Customer is a sole proprietorship, partnership, firm or any other unincorporated body), the Bank and members of the HSBC Group may use, transfer and disclose Customer Information:

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(i) in connection with the purposes set out in this Condition 11, Appendix II, and/or the Confidentiality and Regulatory Annex (applicable to Customer Information other than Personal Data); and

(ii) in connection with the purposes set out in this Condition 11 and/or the Notice (applicable to Personal Data);

The "Notice" refers to the Notice relating to the Personal Data (Privacy) Ordinance (formerly known as Notice to Customers relating to the Personal Data (Privacy) Ordinance) and is attached to these Conditions as Appendix I. If the Customer is not a corporation, the Notice applies to the Customer and other individuals including the Customer's Connected Persons in respect of Personal Data.

Sharing

11.2

(a) If the Customer is a corporation (which includes a company), the Bank may (as necessary and appropriate for the Purposes) transfer, share and/or disclose any Customer Information to the recipients (wherever located, and who may also use, transfer and disclose such information for the Purposes) set out in this Condition 11, Appendix II and the Confidentiality and Regulatory Annex;

(b) If the Customer is not a corporation (for example, if the Customer is a sole proprietorship, partnership, firm or any other unincorporated body), the Bank may (as necessary and appropriate for the Purposes) transfer, share and/or disclose any Customer Information to the recipients (wherever located, and who may also use, transfer and disclose such information for the Purposes) set out in this Condition 11, the Notice (applicable to Personal Data), Appendix II (applicable to Customer Information other than Personal Data) and the Confidentiality and Regulatory Annex.

11.3 If:

(a) the Customer or any Connected Person fails to provide Customer Information promptly when the Bank reasonably requests it;

(b) the Customer or any Connected Person withholds or withdraws any consent that the Bank may need to use, transfer or disclose Customer Information for the Purposes, except for purposes of marketing or promoting products and services to the Customer; or

(c) the Bank or a member of the HSBC Group suspects any Financial Crime or an associated risk,

the Bank may:

(i) refuse to provide the Customer with new Services;

(ii) refuse to continue to provide all or part of the Services to the Customer;

(iii) terminate its relationship with the Customer;

(iv) take actions necessary for the Bank or a member of the HSBC Group to meet the Compliance Obligations; or

(v) block, transfer or close the Accounts where permitted under local Laws.

11.4 With respect to an Account held by Joint Signatories, the Bank may disclose to all Joint Signatories:

(a) any information about an Account — this may relate to any period when the Account is not under the Joint Signatories' joint names; and

(b) any personal data and other information relating to any of the Joint Signatories or provided by any of them.

11.5 The Bank may store Customer Information locally or overseas, including in the cloud. The Bank applies its global data standards and policies wherever Customer Information is stored.

11.6 Even if the Bank or a member of the HSBC Group terminates any Services to the Customer or closes any Accounts, the above provisions will continue to apply.

11.7 If there is any inconsistency between the above provisions and other provisions governing any service, product, business relationship or account, the above provisions will prevail.

12 Termination or Suspension of Services or Accounts

12.1 Without prejudice to the generality of the relevant clauses in the MSA, the Bank may, with or without reason, terminate:

(a) all or any part of the Services;

(b) the Master Account; or

(c) an Account.

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Before doing so, the Bank will give the Customer notice, unless there are exceptional circumstances.

12.2 Without prejudice to the generality of the relevant clauses in the MSA, , the Bank may suspend or terminate all or any part of the Services or an Account immediately if the Bank believes that any events set out below (each an "**Event of Default**") has occurred.

12.3 The Events of Default are:

(a) the Customer breaches or fails to perform or observe any provision of the Relationship Documents — this would include the Customer's failure to settle any transaction or to pay any amount due; or

(b) the Bank believes or has reason to suspect that:

(i) the Customer has not given the Bank a valid mandate;

(ii) the Customer is not the true owner of the Account; or

(iii) the Customer does not have authority to operate the Account.

12.4 The above provisions do not limit the Bank's termination right under any other provision of the Relationship Documents.

13 Variation

13.1 Without prejudice to the generality of the relevant clauses in the MSA, the Bank has the right to vary these Conditions (including fees and charges) and any other conditions governing any Services or any Account at any time by notifying the Customer. The Bank will notify the Customer of any variation applying to the Customer by displaying that variation:

(a) at the Bank's premises;

(b) on the Bank's public website;

(b) in the Consolidated Statements; or

(c) in any other manner the Bank considers appropriate.

13.2 The Bank has no obligation to notify the Customer of any variation that does not apply to the Customer.

13.3 A variation to the Relationship Documents and other provisions applying to any Account or Service will bind the Customer, unless the Bank has received the Customer's notice to close the relevant Account or terminate the relevant Service before the effective date of that variation.

14 Sub-contracting, delegation and commission

14.1 The Bank may engage any Person as the Bank's agent, nominee, service provider or sub-contractor to perform any Services. For this purpose:

(a) the Bank may delegate any of its powers to that person; and

(b) the Customer authorises the Bank to disclose or transfer any information relating to the Customer, an Account or the Services to that person.

14.2 The Bank may also engage any Person to collect and recover any overdue amount the Customer owes the Bank. Such Person may be a collection agent or another type of service provider.

14.3 The Bank may pay any remuneration (such as fees, commissions or rebates) to any members of the HSBC Group or the Persons engaged by it for the services they provide. The payment of remuneration does not affect the fees, charges or costs payable by the Customer to the Bank in connection with the Services or an Account. The Customer will pay all fees of any collection agent engaged by the Bank and legal fees the Bank incurs in demanding, collecting, suing or recovering any outstanding or overdue amount.

14.4 The Bank may accept from any Person (whether or not a member of the HSBC Group) any rebate, brokerage, commission, fee, incentive, discount or other benefits in connection with the Services. These benefits may include payments in respect of a purchase or sale of securities or other assets for the Customer. The Bank may retain those amounts for its own benefit.

15 Sanctions

15.1 The Customer represents and confirms that neither (i) the Customer, (ii) any of the Customer's subsidiaries, nor (iii) any of the Customer's directors, officers, employees, agents or affiliates or that of any of the Customer's subsidiaries, is an individual or entity ("**Person**") that is, or is owned or controlled by Persons that are:

(a) the subject of any sanctions administered or enforced by the US Department of the Treasury's Office of Foreign Assets Control, the US Department of State, the United Nations Security Council, the European Union, HM Treasury, the Hong Kong Monetary Authority or any other relevant sanctions authorities (collectively, "**Sanctions**"); or

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(b) located, organised or resident in a country or territory that is the subject of Sanctions, including, for example, the Crimea region, the so-called Donetsk People's Republic and Luhansk People's Republic, Cuba, Iran, North Korea and Syria.

15.2 The Customer agrees that the Customer will not, directly or indirectly, use the funds in any Account or any financing provided by the Bank, or lend, contribute or otherwise make available such funds to any subsidiary, joint venture partner or other Person:

(a) to fund any activities or business of or with any Person, or in any country or territory, that, at the time of such funding, is the subject of Sanctions; or

(b) in any other manner that would result in a violation of Sanctions by any Person.

16 Anti-bribery

16.1 Neither the Customer, nor to the knowledge of the Customer, any director, officer, agent, employee, affiliate or other person acting on behalf of the Customer or any of its/their subsidiaries is aware of or has taken any action, directly or indirectly, that would result in a violation by such persons of any applicable anti-bribery law, including but not limited to, the United Kingdom Bribery Act 2010 (the "UK Bribery Act") and the U.S. Foreign Corrupt Practices Act of 1977 (the "FCPA"). Furthermore, the Customer and, to the knowledge of the Customer, its/their affiliates have conducted their businesses in compliance with the UK Bribery Act, the FCPA and similar laws, rules or regulations and have instituted and maintained policies and procedures designed to ensure, and which are reasonably expected to continue to ensure, continued compliance therewith. None of the Accounts or Services will be used, directly or indirectly, for any payments that could constitute a violation of any applicable anti-bribery law.

17 Miscellaneous

17.1 The Bank may collect, store and analyse recordings of the Customer's voice to generate a unique "voice print". The Bank may use such voice print to identify the Customer when the Customer calls the Bank or when the Customer uses the Services. BIA 24.3

17.2 The Bank may at any time assign or transfer any or all of its rights or obligations to any person without the Customer's agreement.

17.3 In addition to the Relationship Documents, other provisions may apply to different Accounts or Services. Such provisions are available on request at the Bank's branches. Such provisions will prevail with respect to those Accounts or Services if they are inconsistent with the Relationship Documents. The English version of these Relationship Documents prevails to the extent of any inconsistency between the English and the Chinese versions. Any Chinese version of these Relationship Documents is for reference only. BIA 24.21

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Schedule II Savings Account

This Schedule, the MSA, the Hong Kong SAR Local Conditions and Schedule I apply to the Customer's use and maintenance of a Savings Account. The Conditions of the other Schedules continue to apply to the use and maintenance of a Savings Account to the extent that they are relevant and consistent with the provisions of this Schedule. In the event of any inconsistency this Schedule prevails over the Conditions of the other Schedules and the other applicable documents above, except Condition 11 of Schedule I.

1 Interest

1.1 The interest rate for a Savings Account may be positive or negative.

1.2 If a negative interest rate applies to any currency, the Bank is entitled to impose negative interest rates on credit balances on any Savings Account in that currency. In this event:

(a) the Customer will pay interest to the Bank;

(b) the Bank is entitled to debit any Savings Account to settle the negative interest, whether or not there are sufficiently available funds, an overdraft, or other facilities in that Savings Account; and

(c) if the relevant Savings Account becomes overdrawn due to any such debit, the Customer will pay the Bank on demand the overdrawn amount, together with any fees, interest and expenses accruing at the rate the Bank specifies.

1.3 Interest on a HKD Savings Account will be credited or debited on a monthly basis, or on any other basis the Bank specifies.

1.4 Interest on a Savings Account in a Foreign Currency will be credited or debited on a half-yearly basis, or on any other basis the Bank specifies.

2 Withdrawals

2.1 The Customer may withdraw cash (in HKD) from a Savings Account on demand at the Bank's branches during the business hours of the Bank's Savings Department. The Bank may require satisfactory identification or appropriate authority before permitting the withdrawal.

2.2 To withdraw cash in a Foreign Currency from a Foreign Currency Savings Account, the Customer should give the Bank at least seven (7) days' prior notice. Such withdrawal is also subject to availability of the relevant Foreign Currency.

2.3 The Customer cannot make withdrawals from a Savings Account by cheque.

2.4 If a person provides the Bank with:

(a) satisfactory identification as an Authorised Person of the Customer; or

(b) a withdrawal form expressed to be signed, sealed or chopped as authorised by the Customer,

the Bank may pay that person, and the payment will be treated as made to the Customer. The Bank will not be liable to the Customer or to any other party for making the payment.

3 Cheque Deposits

3.1 If a cheque deposited in a Savings Account is not in the currency of the Savings Account and the Bank subsequently returns it, the Bank may debit that Savings Account for the amount of that cheque. The Bank will determine the debit amount using:

(a) the Bank's prevailing buying or selling rate; or

(b) the original buying or selling rate, which may be different to the rate at the time of crediting that Savings Account.

The bank has discretion to choose among the above rates.

3.2 If there are insufficient funds in that Savings Account, the Bank is entitled to debit the relevant amount from any other Account or account the Customer maintains with the Bank.

4 Commission

4.1 The Bank will charge a commission if:

(a) the Customer deposits or withdraws Foreign Currency notes to/from any Savings Account; and

(b) the amounts deposited or withdrawn exceed any daily limit set by the Bank.

4.2 The Bank also reserves the right to levy a charge for any Foreign Currency notes (regardless of amount) deposited to, or withdrawn from, any Savings Account.

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5 Renminbi Savings Account

5.1 If the Bank reasonably suspects that any Renminbi note credited to a Renminbi Savings Account is counterfeit, the Bank may:

(a) debit the amount of such note from that Account or any other account the Customer holds with the Bank; and

(b) disclose to the relevant authority all relevant information the Bank considers appropriate, including the name, contact number and address of the Customer.

The Bank does not need to give the Customer any notice of the above actions.

5.2 The Customer will indemnify the Bank against all Loss actions, Claim and proceedings which the Bank may suffer or incur as a result of the above matters.

5.3 The Bank will not accept coins for deposit into any Renminbi Savings Account.

5.4 The Bank will not offer any Renminbi overdraft facilities in respect of any Renminbi Savings Account.

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Schedule III Current Account

This Schedule, the MSA, the Hong Kong SAR Local Conditions and Schedule I apply to the Customer's use and maintenance of a Current Account. The Conditions of the other Schedules continue to apply to the use and maintenance of a Current Account to the extent that they are relevant and consistent with the provisions of this Schedule. In the event of any inconsistency, this Schedule prevails over the Conditions of the other Schedules and the other applicable documents above, except Condition 11 of Schedule I.

1 Interest

No interest will accrue on a Current Account, unless the Bank specifies otherwise.

2 Cheque book

2.1 When the Bank opens a HKD Current Account, the Bank will issue the Customer with a cheque book.

2.2 The Customer may apply for a new cheque book for its Current Account by sending the Bank a completed and signed cheque book application form or by any other means acceptable to the Bank. The Bank has the right to not issue a new cheque book.

2.3 After issuing a cheque book, the Bank will deliver it by post to the Customer's address on the Bank's records or by any other means determined by the Bank. The Bank is not responsible for any delay or loss caused in the course of delivery.

2.4 Before using a new cheque book, the Customer must check it for:

(a) the cheque serial numbers;

(b) the account number;

(c) the Customer's name; and

(d) the number of cheques.

The Customer must report any irregularity to the Bank as soon as reasonably practicable.

2.5 The Customer must keep its cheque books and cheques safe from loss, theft or unauthorised use. The Customer should take appropriate security measures including storing them in a locked container.

2.6 The Customer must report to the Bank any loss, theft or unauthorised use of a cheque book or any signed cheque. The report should be in writing and made as soon as reasonably practicable.

3 Drawing a cheque

3.1 The Customer may draw a cheque only in the currency of the Current Account (HKD).

3.2 The Customer must ensure the contents of a drawn cheque is correct. The Customer must not draw a cheque in any manner that facilitates alteration, fraud or forgery. In particular, the Customer must:

(e) write the amount in the spaces provided, both in words and figures as close to each other and to the left hand margin as possible, leaving no space for inserting other words or figures;

(f) add the word "only" after stating the amount in words;

(g) use only Arabic numerals to state the amount in figures;

(h) write and sign the cheque with non-erasable ink or ball-point pen in Chinese or English;

(i) sign the cheque so that the signature matches the specimen signature on the Bank's record;

(j) confirm any alteration the Customer makes by using its full signature - the Bank is not responsible for any Loss arising from an alteration which the Bank cannot easily detect; and

(k) comply with the conditions printed on the inside cover of a cheque book and any other applicable provisions.

3.3 If the Customer delivers a cheque other than in person, the Customer must delete the words "or bearer" and cross the cheque.

4 Cheque processing

4.1 The Bank is entitled to not pay a cheque:

(l) if there are insufficient funds in the Current Account;

(m) if the cheque contains an error; or

(n) for any other reason the Bank considers appropriate.

In which case, the Bank may return the relevant cheque and impose a service charge.

4.2 The Bank may:

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(o) record a cheque drawn by the Customer in electronic or other form as the Bank considers appropriate;

(p) allow the collecting bank or Hong Kong Interbank Clearing Limited to:

(i) retain the cheque after payment for a period specified in the rules of the relevant clearing house; and

(ii) destroy the cheque after that period; and

(q) contract with collecting banks, Hong Kong Interbank Clearing Limited and other Persons on the above matters.

4.3 Condition 3.8 of Schedule I apply to each Current Account maintained by the Customer.

5 Stop payment order

5.1 If the Customer wants to stop a cheque from being paid, it must give the Bank clear Instruction to this effect.

5.2 The Customer must clearly identify the relevant cheque in the Instruction by quoting the cheque number. If the Customer does not do so, the Bank has no obligation to act on the Instruction, but may choose to act on it without being liable. If the Customer quotes any other detail in addition to the cheque number, the Bank is not responsible for checking whether that detail conforms with the relevant cheque.

5.3 If requested, the Customer should confirm an Instruction to stop payment as soon as reasonably practicable in a manner acceptable to the Bank. The Bank has no obligation to act on the Instruction if the Bank is unable to verify its authenticity. However, the Bank may choose to act on it if the Bank believes in good faith that the Customer has given or authorised it. If the Bank chooses to act on the Instruction, the Bank is not liable and the Customer will be bound by that Instruction even if it is incorrect, false, unclear or unauthorised.

5.4 If the Bank does not receive an Instruction in time to enable it to stop payment, the Bank is entitled not to act on the Instruction.

6 OD Protection

If the Bank grants an overdraft protection facility ("**OD Protection**") with a pre-defined limit for a HKD Current Account:

(a) the Bank may revise or cancel the OD Protection at its sole discretion at any time without notice;

(b) the Bank may vary the pre-defined limit of the OD Protection;

(c) interest on the OD Protection will accrue at the rate the Bank determines, and is payable monthly;

(d) the Bank is entitled to debit the HKD Current Account for the interest; and

(e) the Bank is entitled at any time to demand immediate repayment of any debit balance (plus interest) arising from the OD Protection.

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Schedule IV Time Deposits

1 General

This Schedule, the MSA, the Hong Kong SAR Local Conditions and Schedule I apply to Time Deposits held by the Customer with the Bank. The Conditions of the other Schedules continue to apply to Time Deposits to the extent that they are relevant and consistent with the provisions of this Schedule. In the event of any inconsistency, this Schedule prevails over the Conditions of the other Schedules and the other applicable documents above, except Condition 11 of Schedule I.

2 Placement of Time Deposits

2.1 A Time Deposits Account will be taken to be opened for the purposes of these Conditions when the Customer first places a Time Deposit with the Bank.

2.2 All Time Deposits placed with the Bank (except the first Time Deposit) will be deposited into the Time Deposits Account referred to in Condition 2.1 of this Schedule.

2.3 A Time Deposit may only be placed:

(a) in such currencies;

(b) with such minimum initial deposit; and

(c) with respect to such range of maturity dates,

as determined by the Bank from time to time.

2.4 If a cheque deposited in, and credited to, a Time Deposits Account, is denominated in a currency that is different to that of the Time Deposits Account and that cheque is subsequently returned, the Bank may debit that Time Deposits Account with an amount calculated, at the Bank's discretion, using:

(a) the Bank's prevailing buying or selling rate; or

(b) the original buying or selling rate, which may differ from the rate applicable at the time of crediting that Time Deposits Account.

2.5 If there are insufficient funds in the Time Deposits Account referred to in Condition 2.4 of this Schedule, the Bank is entitled to debit the amount concerned from any other account maintained by, and held in the name of, the Customer, including, without limitation, any other Account.

3 Interest

3.1 The Bank reserves the right to vary the interest rate applicable from time to time on a Time Deposit at the Bank's sole discretion, as displayed in the Bank's premises, published on the Bank's website and/or advertised in the media.

3.2 Interest on a Time Deposit will accrue to the day prior to maturity of the Time Deposit and is payable on the due date.

3.3 Interest at a rate above zero is payable by the Bank to the Customer and may be either withdrawn or added to the principal on a Business Day.

3.4 Interest at a rate below zero is payable by the Customer to the Bank and will be deducted from the principal or debited from any other accounts maintained by the Customer with the Bank on a Business Day.

3.5 Notwithstanding Conditions 3.1 to 3.4 of this Schedule, accrued interest on deposits which are not less than a prescribed amount and which are for a term of not less than eighteen (18) months, will be paid by the Bank or the Customer at the end of each calendar half-year on those dates determined by the Bank. Monthly interest may be paid by the Bank or the Customer upon request by the other party on HKD deposits of not less than a prescribed amount for a prescribed term, as determined by the Bank.

3.6 Details of accrued interest and the amount of Tax deducted (if applicable) will be advised each time a Time Deposit is withdrawn or renewed.

3.7 Interest on call deposits is calculated daily based on the prevailing rate at the end of the day, except that interest for the day upon which the call deposits are placed with the Bank will be calculated based on the interest rate printed on the deposit confirmation.

4 Withdrawal and Renewal of Time Deposits

4.1 At the request of the Customer, the Bank may at its discretion repay a Time Deposit before the due date. However, if there is such early repayment, the Bank:

(a) is not required to pay any interest on the relevant Time Deposit;

(b) may recover a handling charge and the additional cost (if any) of obtaining funds in the market for the remaining period of the relevant Time Deposit;

(c) may cancel such repayment if there is a lack of funds or if the appropriate handling fee levied exceeds the amount of the relevant Time Deposit; and

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(d) may deduct any sums already paid to the Customer by way of interest and to the government by way of taxation (if applicable) from the principal sum before repayment of the balance.

4.2 Deposits which fall due on a day which is not a Business Day in Hong Kong or in the country of the Foreign Currency concerned are payable on the next Business Day, 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 are payable on the immediately preceding Business Day.

4.3 All placements, renewals and withdrawals of Time Deposits are accepted subject to the transaction date and hours set by the Bank from time to time.

4.4 Any Instructions regarding disposal of funds at maturity and any amendments thereto must be given at least one (1) Business Day prior to the date of maturity. The Customer may give the Bank an Instruction directly or through local bankers in writing or by such other means acceptable to the Bank.

4.5 Where automatic renewal Instructions are given for Time Deposits and the Bank accepts such Instructions, the prevailing rate of interest applied will be the rate of interest (whether above or below zero) applicable on the due date at such time as the Bank at its sole discretion decides. Even if the Bank has accepted an Instruction to renew automatically, the Bank has the right unilaterally to cease to act on the Instruction at any time without giving reason.

4.6 If no disposal instructions are received by the due date, interest on the due date and thereafter will accrue on the principal amount only. The interest will accrue at the Bank's daily savings deposit rates (whether above or below zero) applicable during the period on and after the due date in respect of the relevant currency concerned. Accrued interest payable by the Bank will be credited into the relevant account on a Business Day only when instructions to credit are received. Accrued interest payable by the Customer will be debited from the relevant account.

4.7 Withdrawals in Foreign Currency cash are subject to seven (7) days' prior notice and availability of the currency in question.

4.8 The Bank will charge commission for Foreign Currency notes deposited to, or withdrawn from, the Time Deposits Account, if the amounts deposited or withdrawn (as applicable) exceed the daily limit set by the Bank from time to time. Additionally, the Bank reserves the right to levy a charge for deposit to or withdrawal from (as applicable), the Time Deposits Account of Foreign Currency notes (regardless of the amount).

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Schedule V Fund Transfer (including proxy ID registration, direct debit authorisation and use of QR code services)

1 General

This Schedule, the MSA, the Hong Kong Local Conditions and Schedule I apply to the Bank's services relating to funds transfer, including the services the Bank provides in relation to the Faster Payment System. The Conditions of the other Schedules continue to apply to the Bank's services relating to fund transfer to the extent that they are relevant and consistent with the provisions of this Schedule. In the event of any inconsistency, this Schedule prevails over the Conditions set out in other Schedules and the other applicable documents above, except Condition 11 of Schedule I.

2 Definitions

Capitalised terms used in this Schedule shall have the meanings set out below. If any capitalised term used in this Schedule is not defined below, that capitalised term has the meaning set out in Schedule XXIV (Definitions).

"**Addressing Service**" means a service provided by HKICL as part of HKICL FPS to facilitate customers of Participants to use predefined Proxy ID instead of account number to identify the destination of a payment or funds transfer instruction and other communications for the purpose of HKICL FPS.

"Alert" means a warning message that a Money Transfer or the relevant payee or payee account may involve fraud or scam.

"**Anti-fraud Database**" includes any anti-fraud search engine and/or anti-deception database (including but not limited to Scameter) operated or managed by the Hong Kong Police Force or any other law enforcement agency or governmental body or regulatory authority of Hong Kong, whether it is accessible by the public in general or by designated entities or organisations.

"Bank Services" means the services (including the QR Code Services) provided by the Bank to customers from time to time to facilitate payments and funds transfers using HKICL FPS and the Addressing Service, eDDA Service and any other services and facilities provided by HKICL in connection with the Faster Payment System from time to time.

"**Default Account**" means the account maintained by the Customer with the Bank or any other Participant and set as the default account for receiving payment or funds using HKICL FPS or (if and to the extent specified or permitted by the rules, guidelines and procedures of HKICL) for debiting payment or funds using HKICL FPS.

"eDDA" means a direct debit authorisation set up by electronic means using HKICL FPS.

"eDDA Service" means a service provided by HKICL as part of HKICL FPS to facilitate customers of Participants to set up direct debit authorisation.

"**FPS Identifier**" means a unique random number generated by HKICL FPS to be associated with the account of a customer of a Participant.

"**HKICL**" means Hong Kong Interbank Clearing Limited and its successors and assigns.

"**HKICL FPS**" or "**Faster Payment System**" means the Faster Payment System and related facilities and services provided, managed and operated by HKICL from time to time for (i) processing direct debits and credits, funds transfers and other payment transactions and (ii) exchanging and processing instructions relating to eDDA Service and Addressing Service.

"Money Transfer" means a transfer of money by the Customer through the Bank via any channels or means or in any currency determined by the Bank from time to time including but not limited to one or more channels or means of electronic banking, e-wallet, mobile banking, ATM, cash deposit machine, and bank counter at any of our branches, whether the payee account is maintained with the Bank or not; and if the context requires or permits, includes an instruction given by the Customer to the Bank to make a Money Transfer.

"**Participant**" means a participant of HKICL FPS which may be a bank or other financial institution, a retail payment system operator, a licensed stored value facility, or any other person accepted by HKICL as a participant of HKICL FPS from time to time.

"**Proxy ID**" means the identifiers which may be accepted by HKICL for registration in the Addressing Service to identify the account of a customer of a Participant, including the mobile phone number or email address of the customer, or the FPS Identifier.

"**QR Code Services**" means the QR code and the associated payment and funds transfer services provided by the Bank to customers from time to time.

"Regulatory Requirement" means any law, regulation or court order, or any rule, direction, guideline, code, notice or restriction (whether or not having the force of law) issued by any regulatory authority, governmental agency (including tax authority), clearing or settlement bank or exchange, or industry or self-regulatory body,

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whether in or outside Hong Kong, to which HKICL, the Bank or any other Participant or the respective affiliates or group companies, or the Customer is subject or are expected to comply with from time to time.

3 Scope of Bank Services and conditions for use

3.1 The Bank provides the Bank Services to customers to facilitate payment and funds transfer using the Faster Payment System and the Addressing Service, eDDA Service and any other services and facilities provided by HKICL in connection with the Faster Payment System from time to time. The Bank has the right to set or vary from time to time the scope of the Bank Services and the conditions and procedures for using the Bank Services. In order to use the Bank Services, the Customer has to accept and follow these conditions and procedures.

3.2 The Bank may provide the Bank Services to facilitate payment and funds transfer in any currency specified by the Bank from time to time, including Hong Kong dollars and Renminbi.

3.3 In order to enable the Bank to handle an instruction for the Customer in relation to payment or funds transfer using HKICL FPS, the Customer has to provide or input the necessary information and complete the process by such means or in such manner prescribed by the Bank from time to time.

3.4 All payment or funds transfer transactions using HKICL FPS will be processed, cleared and settled under the interbank clearing and settlement arrangements including without limitation the arrangements in relation to the Faster Payment System agreed by the Participants and HKICL from time to time.

3.5 The Bank reserves the right to suspend or terminate the Bank Services in whole or in part at any time without giving notice or reason.

3.6 By requesting the Bank to register any Proxy ID for the Customer in the HKICL FPS or to set up any eDDA for the Customer using the HKICL FPS, or by initiating any payment or funds transfer using the HKICL, the Customer agrees to be bound by all the Conditions of this Schedule.

4 Addressing Service — registration and amendment of Proxy ID and related records

4.1 In order to use the Addressing Service to receive payment or funds transfer using HKICL FPS, the Customer has to register its Proxy ID in the HKICL FPS. The Bank has discretion as to whether to offer the FPS Identifier as Proxy ID to the Customer.

4.2 Registration and amendment of Proxy ID and related records in the HKICL FPS must be done in accordance with the applicable rules, guidelines and procedures imposed by HKICL from time to time. In order to enable the Bank to register or amend Proxy ID or any related records for the Customer, the Customer has to provide or input the necessary information and complete the registration process by such means or in such manner prescribed by the Bank from time to time.

4.3 At any time where the same Proxy ID is registered by the Customer for more than one account (whether maintained with the Bank or with any other Participant), the Customer must set one account as the Default Account. By instructing the Bank to set or change the Default Account for the Customer, the Customer consents and authorises the Bank to submit the request on behalf of the Customer to HKICL FPS to override the existing Default Account registered in HKICL FPS.

5 eDDA Service

5.1 In order to enable the Bank to handle a request for the Customer in relation to eDDA setup, the Customer has to provide or input the necessary information and complete the process by such means or in such manner prescribed by the Bank from time to time. The prescribed process may include requiring the relevant parties to set up the eDDA using their respective account numbers or customer identification numbers or codes. For the avoidance of doubt, a Proxy ID is not intended for verifying eDDA setup. Any amendment of a Proxy ID and the related records or termination of a Proxy ID after an eDDA setup will not affect that eDDA. In the circumstances, the Bank will not be notifying the Customer of any changes to the Proxy ID in connection with the eDDA once it has successfully been set up.

5.2 Where the Customer has set up a direct debit authorisation (including an eDDA) on an Account but no debit is made pursuant to that authorisation for a significant period of time, the Bank has the right to cancel the direct debit authorisation without prior notice to the Customer even if that authorisation has not expired or is not subject to an expiry or termination date.

6 QR Code Services

6.1 **Using the QR Code Services and the Customer's responsibility**

(a) The QR Code Services allow the Customer to scan a QR code provided by the Bank or by a third party to automatically capture the payment or funds transfer data without the need for manually entering the data. Any QR code provided by such third party must meet the specifications and standards prescribed by HKICL in order to be accepted. The Customer is fully responsible for ensuring that the captured data is correct, accurate and complete before confirming any payment or funds transfer instruction. The Bank is not responsible for any Error contained in such payment or funds transfer data.

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(b) The QR Code Services can be used on a mobile device running an operating system supported and specified by the Bank from time to time.

(c) Updates to the QR Code Services may be issued periodically through the supplying app store for the mobile app. For some devices, updates will be downloaded automatically. For other devices, the Customer will need to download the updates itself. Depending on the update, the Customer may not be able to use the QR Code Services until the latest version has been downloaded. The Customer is fully responsible for ensuring the latest version has been downloaded to the Customer's mobile device for the purpose of using the QR Code Services.

(d) The QR Code Services are intended for use by the Bank's Customers only. The Bank has the right to cancel the Customer's account for the mobile app and/or block the Customer from accessing the QR Code Services if the Bank discovers that the Customer is not eligible to use the QR Code Services.

(e) The QR Code Services are not intended for use in any jurisdiction where their use would be contrary to any law or regulation of that jurisdiction or where the Bank is not licensed or authorised to provide the QR Code Services.

(f) The Customer must comply with all applicable laws and regulations that govern its download of the mobile app, or access or use of the mobile app or the QR Code Services.

6.2 **Security**

(a) The Customer must not use the QR Code Services on any device or operating system that has been modified outside the mobile device or operating system vendor supported or warranted configurations. This includes devices that have been "jail-broken" or "rooted". A jail-broken or rooted device means one that has been freed from the limitations imposed on it by the Customer's mobile service provider and the phone manufacturer without their approval. The use of the QR Code Services on a jail-broken or rooted device may compromise security and lead to fraudulent transactions. Use of the QR Code Services in a jail-broken or rooted device is entirely at the Customer's own risk and the Bank will not be liable for any Loss or any other consequences suffered or incurred by the Customer as a result.

(b) The Customer is fully responsible for all instructions or requests given by it or any other person authorised by it during the use of the QR Code Services.

(c) The Customer is fully responsible for ensuring that the information shown or stored on its mobile device is kept secure.

(d) If the Customer knows or suspects that any other person knows its security details, or has used or tried to use them, or if the Customer's mobile device is lost or stolen, the Customer must notify the Bank as soon as reasonably practicable.

6.3 **The Bank's responsibility and restriction of liability**

(a) While the Bank makes commercially reasonable efforts to provide the QR Code Services, the Bank is not liable for any failure to provide the QR Code Services.

(b) The QR Code Services are provided on an "as is" basis with no representation, guarantee or agreement of any kind as to their functionality. The Bank cannot guarantee that no viruses or other contaminating or destructive properties will be transmitted or that no damage will occur to the Customer's mobile device in the use of the QR Code Services. The Bank is not responsible for any Loss the Customer may incur as a result of its use of the QR Code Services.

(c) The Customer understands and agrees that:

(i) The Customer uses the QR Code Services at its sole risk. To the maximum extent permitted by law, the Bank expressly disclaims all express or implied warranties and conditions of any kind, whether express or implied.

(ii) The Customer downloads or obtains any material or information through the use of the QR Code Services at its sole risk and discretion. The Customer is solely responsible for any damage to its computer or other device or loss of data resulting from downloading, obtaining or using such material or information.

(d) For the avoidance of doubt, nothing above is intended to exclude or restrict any condition, warranty, right or liability which may not be lawfully excluded or restricted.

7 Collection and use of Customer Information

7.1 For the purposes of using the Bank Services, the Customer may be required to provide the Bank with the personal data and other information (as applicable) relating to one or more of the following persons from time to time:

(a) the Customer;

(b) the recipient of any payment or funds transfer to be made by the Customer, or the counterparty of any eDDA to be set up by the Customer;

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(c) where the Customer is a company, a corporation, or a sole proprietorship or partnership firm or any other unincorporated body, any of its directors, officers, employees, authorised persons and representatives; and

(d) all personal data and information provided to the Bank or compiled by the Bank from time to time in connection with the Bank Services are collectively referred to as "**Customer Information**".

7.2 The Customer agrees (and, where applicable, for and on behalf of each of its directors, officers, employees, authorised persons and representatives) that the Bank may collect, use, process, retain, transfer or disclose any of the Customer Information for the purposes of the Bank Services. These purposes include without limitation one or more of the following:

(a) providing the Bank Services to the Customer, maintaining and operating the Bank Services;

(b) processing and executing the Customer's instructions and requests in relation to the Bank Services from time to time;

(c) disclosing or transferring the Customer Information to HKICL and other Participants for their use for the purpose of the operation of HKICL FPS;

(d) meeting the requirements to make disclosure under any Regulatory Requirements; and

(e) purposes relating to any of the above.

7.3 The Customer understands and agrees that the Customer Information may be further disclosed or transferred by HKICL, the Bank or any other Participants to their customers and any other third parties who are users of HKICL FPS for the purposes of providing and operating the Bank Services.

7.4 If the Customer Information includes personal data or other information of any person other than the Customer (including any persons specified in Conditions 7.1(b) or 7.1(c) above), the Customer confirms that it will obtain and has obtained the consent from such person regarding the use (including disclosure and transfer) of his/her personal data and other information by HKICL, the Bank and the other Participants as specified in this Condition.

8 Customer's responsibilities

8.1 **Present genuine owner or authorised user of Proxy ID and accounts**

The Customer can only register its own Proxy ID for its own accounts or set up eDDA for its own accounts. The Customer must be the present genuine owner or authorised user of each Proxy ID and each account provided to the Bank for registration in the Addressing Service and the eDDA Service. By instructing the Bank to register any Proxy ID or any account for the Customer in relation to the Faster Payment System, the Customer confirms that it is the present genuine owner or authorised user of the relevant Proxy ID or account.

8.2 **Proxy ID**

Any Proxy ID to be registered by the Customer for the Addressing Service must satisfy any applicable requirements imposed by HKICL from time to time.

8.3 **Correct information**

(a) The Customer has to ensure that all the information provided by the Customer for registration or amendment of Proxy ID (or any related records) or for any eDDA setup is correct, complete, up-to-date and not misleading. The Customer has to notify the Bank as soon as reasonably practicable of any changes or updates to such information by such means or in such manner specified by the Bank from time to time.

(b) The Customer is fully responsible for using the correct and up-to-date Proxy ID and related records in giving each payment or funds transfer instruction. The Customer is solely liable for and will hold the Bank harmless from any incorrect payment or transfer effected by the Bank and HKICL FPS due to incorrect or outdated Proxy ID or related records.

(c) The Customer acknowledges that the Bank, other Participants and HKICL have the right to deregister any Proxy ID that is no longer correct or up-to-date in accordance with available information without the Customer's consent.

8.4 **Timely updates**

The Customer is fully responsible for giving instructions and information changes or updates to the Bank on a timely basis for amending its Proxy ID (or related records) or any eDDA setup, including without limitation changing its Default Account, or terminating any Proxy ID or eDDA. The Customer acknowledges that keeping its Proxy ID, eDDA and all related records up-to-date is critical for ensuring effective execution of payment and funds transfer instructions and for avoiding incorrect payment or transfer due to incorrect or outdated Proxy ID, eDDA or related records.

8.5 **Change of Default Account**

If an account is terminated as the Default Account by the Customer or by the relevant Participant for any reason (including suspension or termination of the account), the system of HKICL will automatically assign the most recently registered record in the Addressing Service that is associated with the same Proxy ID to be

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the Default Account. If the Customer wishes to set another account as the Default Account, the Customer has to change the registration through the Participant where it maintains that other account.

8.6 **Transactions binding on the Customer**

(a) For any payment or funds transfer, once the Customer confirms the details of a transaction and submit instruction to the Bank, such instruction and any resulting transaction is final, irrevocable and binding on the Customer.

(b) For any Proxy ID registration or eDDA setup, once the Customer submits an instruction to the Bank, such instruction is irrevocable and binding on the Customer. The Customer may amend or cancel any Proxy ID or eDDA setup in accordance with the procedures and requirements prescribed by the Bank from time to time.

8.7 **Use Bank Services responsibly**

The Customer must use the Bank Services in a responsible manner. In particular, the Customer has to comply with the following obligations:

(a) The Customer must comply with all Regulatory Requirements that govern its use of the Bank Services, including collecting, using and handling the personal data and other information relating to any other person in compliance with the Regulatory Requirements protecting data privacy. The Customer must not use the Bank Services for any unlawful purposes or any purposes other than those authorised or contemplated in the rules, guidelines and procedures of HKICL.

(b) In sending remarks or messages to be displayed to recipients or counterparties of its payment or funds transfer instructions or eDDA setup using HKICL FPS, the Customer should mask the name or other data of such recipients or counterparties to prevent unauthorised display or disclosure of any personal data or confidential data.

(c) the Customer should not repeatedly cancel the registration and request for generation of another FPS Identifier in an attempt to generate a number or value that it desires.

8.8 **Other obligations regarding payments and funds transfers**

Any instruction given by the Customer in relation to the Bank Services will be handled by the Bank in accordance with this Schedule and the applicable provisions in these Conditions. The Customer has to comply with the other obligations with respect to payments, funds transfers and direct debit authorisations, including without limitation maintaining sufficient funds in the relevant accounts for settling payment and funds transfer instructions from time to time.

8.9 **The Customer is responsible for its authorised persons**

Where the Customer authorises any other person to give instructions or requests to the Bank in connection with the use of the Bank Services (whether the Customer is a company, a corporation, or a sole proprietorship or partnership firm or any other unincorporated body):

(a) the Customer is responsible for all the acts and omissions of each person authorised by the Customer;

(b) any instruction or request received by the Bank, believed by the Bank in good faith to be given by the Customer or any person authorised by the Customer, will be irrevocable and binding on the Customer; and

(c) the Customer is also responsible for ensuring that each person authorised by it will comply with the provisions of this Schedule that are applicable to him/her when acting on its behalf.

9 Bank's responsibilities regarding HKICL FPS

Where a funds transfer is effected through HKICL FPS, the Bank will process and submit the Customer's instructions and requests to HKICL FPS in accordance with the applicable rules, guidelines and procedures imposed by HKICL from time to time. HKICL FPS has the right to process and execute the Customer's Instructions and requests in such sequence or manner as HKICL considers appropriate. The Bank has no control over the operation of HKICL FPS nor the timing on which the Customer's instructions or requests are executed by HKICL FPS. Where the Bank receives status update notifications involving any of the Customer's Proxy ID (or related records) or eDDA setup or any other matter relating to HKICL FPS from or through HKICL FPS from time to time, the Bank will notify the Customer accordingly by such means and at such time as the Bank considers appropriate.

10 Limitation of liability regarding HKICL FPS

Without limiting or reducing the effect of Condition 9 *(*Bank's responsibilities regarding HKICL FPS*)* of this Schedule and the relevant provisions in the MSA

(a) the Bank is not liable for Loss, damage or expense of any kind which the Customer or any other person may incur or suffer arising from or in connection with the use of the Bank Services or the processing or execution of instructions or requests given by the Customer in relation to the Bank Services or HKICL FPS, except to the extent that any Loss, damage or expense incurred or suffered is direct and

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reasonably foreseeable arising directly and solely from the Bank's gross negligence or wilful default or that of the Bank's officers, employees or agents;

(b) for the avoidance of doubt, the Bank is not liable for Loss, damage or expense of any kind which the Customer or any other person may incur or suffer arising from or in connection with one or more of the following:

(i) the Customer's failure to comply with its obligations relating to the Bank Services; and

(ii) any delay, unavailability, disruption, failure, Error of or caused by HKICL FPS, or arising from any circumstances beyond the Bank's reasonable control; and

(c) in no event will the Bank, its affiliates or group companies, its licensors, and the respective officers, employees and agents of the foregoing parties be liable to the Customer or any other person for any loss of profit or any special, indirect, incidental, consequential or punitive loss or damages (whether or not they were foreseeable or likely to occur).

11 Customer's responsibilities regarding funds transfer

11.1 The Customer may only effect a funds transfer (local or overseas) with the Bank by issuing an Instruction in the form and by means acceptable to the Bank from time to time (e.g. electronic clearing, TT, RTGS or HKICL FPS). If the Customer desires a funds transfer to occur on a particular date, that date must be clearly stated in the Instruction.

11.2 The Customer (and not the Bank) is responsible for ensuring the Customer has the accurate, complete and correct information about the following matters:

(a) any exchange control or restriction which may be imposed by Applicable Regulations; and

(b) any charges which may be imposed by a correspondent or beneficiary bank or any other bank or a Participant.

11.3 The Customer must ensure that the beneficiary account information provided to the Bank is accurate, correct and complete and satisfies the verification procedures adopted by the beneficiary bank. The Bank will not verify the beneficiary account information.

11.4 (a) In giving instructions to the Bank to make payments or effect transactions by any means accepted by the Bank from time to time (e.g. electronic clearing, TT, RTGS or HKICL FPS), the Customer agrees to take reasonably practicable steps to safeguard its own interest, money and assets from fraud or other illegal activities. The Customer is responsible to check whether the payment recipient and the transaction are real and trustworthy in each case and to exercise sound judgement and the Bank has no responsibility to conduct such checking.

(b) To help the Customer stay vigilant against frauds, scams and deceptions, the Bank may send risk alerts based on the risk warnings, messages and indicators received by the Bank from the Faster Payment System or Hong Kong Police Force from time to time.

12 Bank's rights regarding funds transfer

12.1 Unless otherwise specified by the Bank, the Bank may do any of the following:

(a) refuse an Instruction to effect a funds transfer;

(b) effect a funds transfer Instruction using any routing arrangement at the Bank's discretion;

(c) send the funds transfer either in words or in code;

(d) convert the currency of the funds transfer, if the beneficiary account is in a currency that is different from the remitting currency;

(e) effect the funds transfer through a correspondent or beneficiary bank or a Participant other than that specified by the Customer — for example, as required by operational circumstances or Applicable Regulations;

(f) if the beneficiary of a payment does not maintain an account with an HSBC Group member or HSBC agent, pay that beneficiary other than by funds transfer, and in accordance with the accepted banking practice in the place where payment is to be received; or

(g) effect the funds transfer on the basis of a provisional exchange rate, subject to adjustment when the actual exchange rate is ascertained, and debit or credit any difference between the provisional rate and the actual rate to a Customer account.

12.2 While the Bank will endeavour to give effect to the Customer's requests regarding charges relating to the funds transfer, the Customer understands that the Bank only has discretion regarding its own charges. Where the Customer has requested to pay overseas charges or other bank's charges, the Bank will communicate such request but whether the beneficiary can receive the full amount of the funds transfer will depend on the practice adopted by the correspondent bank and/or beneficiary bank and/or the Participant involved, which is beyond the Bank's control and the Bank cannot be held responsible or liable for the same.

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13 What the Bank is not responsible for

13.1 The Bank is not responsible for any of the following:

(a) any Loss, delay, Error, omission or alteration of the message which may occur in the transmission of a funds transfer Instruction;

(b) any misinterpretation by the recipient of the message in a funds transfer Instruction;

(c) processing a funds transfer Instruction on the day of the Bank's receipt, if the Bank's remittances department does not receive it before the relevant cut-off time;

(d) the funding arrangement requirements of the settlement banks;

(e) the availability of the relevant services — including, for example, the availability of the clearing system of the applicable currency and the location of the correspondent or beneficiary bank or the Participant; or

(f) any transfer Instruction arising from the facsimile transmission or other electronic communication being unauthorised or fraudulent.

13.2 The matters referred to in Conditions 13.1(c) to 13.1(e) of this Schedule may mean that the Customer's Account will be debited before the day on which payment in respect of a funds transfer is received by the beneficiary bank. The Bank is not responsible for any interest expense or Loss incurred or suffered by the Customer or any other person resulting from that debit.

14 Communications with the correspondent or beneficiary bank or the Participant

14.1 The Bank will endeavour to communicate to the correspondent bank, beneficiary bank or the Participant (as applicable) each of the following:

(a) any payment condition the Customer specifies in a funds transfer Instruction;

(b) any message to the beneficiary the Customer specifies in a funds transfer Instruction; and

(c) any Customer's request to pay the Customer's charges or overseas charges.

14.2 However, the Bank is not responsible or liable for any Loss arising from any of the following:

(a) a failure to satisfy the payment condition referred to in Condition 14.1(a) of this Schedule — the Bank may effect payment despite any payment condition being not satisfied;

(b) failure by the correspondent bank, beneficiary bank or the Participant to communicate or act on any message referred to in Condition 14.1(b) of this Schedule;

(c) the outcome of the Customer's request in Condition 14.1(c) of this Schedule; or

(d) a rejection by a beneficiary bank or a Participant of any payment request, for whatever reason.

15 Overriding right of refusal to process

15.1 The Bank has the overriding right to refuse to process or effect, without notice, payments of funds transfer, if the Bank reasonably believes any one of the following has occurred:

(a) there are insufficient available funds in the Account specified in the Customer's Instruction from which payment is to be made;

(b) any information given in the relevant Instruction is incorrect, incomplete, unclear or outdated;

(c) the relevant Instruction or processing of the relevant Instruction would breach any Applicable Regulations; or

(d) the Customer has specified additional Instructions or requests relating to the funds transfer, and those additional Instructions or requests are not acceptable to the Bank.

16 Anti-money laundering and anti-terrorist financing

16.1 The Customer acknowledges that, in processing a funds transfer Instruction, the Bank may be required by Applicable Regulations concerning anti-money laundering and anti-terrorist financing activities to disclose personal data or other information about the Customer. The information disclosed may include the originating account number and the Customer's name, address, date of birth, personal or corporate identity document number and other unique references about the Customer.

16.2 In connection with any disclosure required to be made under this Condition:

(a) the Customer expressly authorises the Bank to make the required disclosure to any correspondent or beneficiary bank or Participant, the payee or any Authority the Bank considers appropriate; and

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(b) the Customer expressly authorises each correspondent bank or beneficiary bank or Participant to make the required disclosure to any other correspondent bank or beneficiary bank or Participant, the payee or any Authority that correspondent bank or beneficiary bank or Participant considers appropriate.

17 Stop payment Instructions

17.1 The Bank is not required to process any stop payment Instruction received by the Bank, if the original instruction has already been completed or in the opinion of the Bank, the Bank has insufficient time or is unable to act on such instruction to cancel the original payment Instructions.

17.2 The Bank may at its discretion process a stop payment Instruction using its commercially reasonable efforts. The Bank will notify the Customer whether the Bank has successfully executed that stop payment Instruction as soon as reasonably practicable following the date the Bank receives such Instruction. The Bank will not be able to process any stop payment Instruction for any funds transfer in which the Customer's Account has already been debited.

18. Alerts and Money Transfers

18.1 The provisions of this Condition 17 apply to the Alerts and the Money Transfers as defined in Condition 7.1. If there is any inconsistency between the provisions of this Condition 17 and the provisions of the other Conditions, the provisions of this Condition 17 will prevail insofar as the Alerts and Money Transfers are concerned.

18.2 Reason for sending Alerts

The Alerts are intended to help the Customer stay vigilant against frauds, scams and deceptions when making Money Transfers. The Customer shall not take the Alerts as replacing the Customer's responsibility for safeguarding the Customer's own interests, money and assets from fraud or other illegal activities.

18.3 The Bank's role, responsibilities and restriction of liability

(a) The Bank:

(i) does not control the management, operation or any other aspect of the Anti-fraud Databases;

(ii) compiles the Alerts solely based on the information available from the Anti-fraud Databases from time to time; and

(iii) would not compile any Alert relating to a payee, a payee account or a transaction if no information about it is available from the Anti-fraud Databases.

Therefore, the Bank does not and cannot warrant (i) whether the information available from any Anti-fraud Database is complete, true, accurate and up-to-date, and (ii) that the Money Transfers for which the Customer does not receive Alerts are not fraudulent nor that Money Transfers for which the Customer receives Alerts are fraudulent. The Bank's records of delivery of any Alert to the Customer and any response from the Customer whether to proceed or cancel any Money Transfer shall have conclusive effect save for manifest error.

(b) The Bank may compile and deliver the Alerts in such ways as the Bank consider appropriate. The Bank shall have sole discretion to determine and/or vary, from time to time and without further notice to the Customer, the contents of the Alerts, the channels or means through which the Alerts are delivered, and/or the types or currency(ies) of Money Transfers on which the Alerts are available, having regard to the Bank's needs and the feedback, comments, guidance or recommendations from the relevant persons. Relevant persons may include but not limited to law enforcement agencies or other governmental bodies, or regulatory authorities or industry associations of Hong Kong. The Bank may deliver the Alerts to the Customer by electronic or other means.

(c) The Bank is not liable for loss, damage or expense of any kind which the Customer or any other person may incur or suffer arising from any information available or omitted from any Anti-fraud Database, or any delay, unavailability, disruption, failure, error of or caused by any Anti-fraud Database, or arising from any circumstances beyond the Bank's reasonable control.

(d) The Bank is not liable for loss, damage or expense of any kind which the Customer or any other person may incur or suffer arising from or in connection with the Alerts (or any error in, or delay or unavailability of, the Alerts), or the processing, execution or cancellation of Money Transfers affected by the Alerts (or any error in, or delay or unavailability of, the Alerts), except to the extent that such loss, damage or expense is direct and reasonably foreseeable and has been caused directly and solely from the Bank's gross negligence or wilful default.

(e) In no event will the Bank, the Bank's affiliates or group companies, the Bank's licensors, and the Bank's and the said parties' respective officers, employees and agents be liable to the Customer or any other person for any loss of profit or any special, indirect, incidental, consequential or punitive loss or damages (whether or not they were foreseeable or likely to occur).

(f) Nothing in these Conditions is intended to exclude or restrict any right or liability to the extent of which it may not be lawfully excluded or restricted.

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18.4 Customer's responsibility

The Customer should consider carefully whether to proceed with or cancel a Money Transfer affected by an Alert. The Customer's decision to proceed with or cancel a Money Transfer affected by an Alert is binding on the Customer and the Customer shall be solely responsible for the consequences.

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Schedule VI Foreign Currency

1 General

This Schedule, the MSA, the Hong Kong SAR Local Conditions and Schedule I apply to Foreign Currency held by the Customer with the Bank. The Conditions of the other Schedules continue to apply to Foreign Currency to the extent that they are relevant and consistent with the provisions of this Schedule. In the event of any inconsistency, this Schedule prevails over the Conditions set out in other Schedules and the other applicable documents above, except Condition 11 of Schedule I.

2 General requirements

Before carrying out a currency conversion transaction, the Bank may require the Customer to provide information or documentation to prove that such transaction is in compliance with all Applicable Regulations, including those issued by any regulatory authority, governmental agency (including tax authority), clearing or settlement bank, exchange or industry or self-regulatory body from time to time — the Bank has the right to refuse to carry out a currency conversion transaction if the Bank is not satisfied with the information or documentation provided by the Customer for such purpose.

3 Foreign Currency cheques

3.1 In respect of all Foreign Currency cheques accepted by the Bank in the payment or settlement of any transaction, the Bank may do any of the following:

(a) in accepting cheques drawn on banks abroad, decide which cheques to purchase and which to send for collection;

(b) require repayment from an Account holder or debit an Account with the value of the cheque, using the higher of the Bank's prevailing selling rate and the original buying rate, plus any charges, if (i) any cheque purchased is dishonoured, or (ii) any cheque is required to be repaid or refunded;

(c) debit a deposit account with any overseas charges; or

(d) process a cheque received after the relevant cut-off time during the next Business Day.

3.2 Where the Bank purchases any cheques, the Bank shall credit the deposit account (using the Bank's prevailing buying rate) with the proceeds immediately, under advice to the deposit account holder, and subject to having recourse to the deposit account holder in the event of dishonour. The purchase of cheques may be subject to the condition that the proceeds credited to the deposit 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 deposit account holder in confirmation of the transaction. 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 deposit account once payment is received from the bank abroad.

4 Currency conversions

4.1 In the event that:

(a) the Customer debits any account (the "**original account**") maintained with the Bank and denominated in a particular currency (the "**original currency**") to purchase a different currency (the "**new currency**"):

(i) to effect any remittances in the new currency; and/or

(ii) for any other transactions; and

(b) any of the purchases, remittances or transactions referred in paragraphs (a)(i) and (a)(ii) of this Condition 4.1 or any instruction relating thereto is cancelled, rejected or returned, then the Bank will convert the new currency back to the original currency at the Bank's prevailing buying rate or the Bank's original selling rate, whichever is lower, and deposit the resulting sum into the original account without notice.

4.2 The Bank is fully authorised to deduct any charges from the original account for the currency exchange referred to in Condition 4.1 of this Schedule and the Customer shall be solely liable for all Loss, costs, expenses and charges of any kind resulting therefrom.

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Schedule VII Cheques and other monetary instruments

1 General

This Schedule, the MSA, the Hong Kong Local Conditions and Schedule I apply to the Customer's use of cheques and other monetary instruments. The Conditions of the other Schedules continue to apply to the Customer's use of cheques and other monetary instruments to the extent that they are relevant and consistent with the provisions of this Schedule. In the event of any inconsistency, this Schedule prevails over the Conditions of other Schedules and the other applicable documents above, except Condition 11 of Schedule I.

2 Cheques and other monetary instruments

2.1 The Customer is solely responsible for ensuring that all Items provided to the Bank are in order and that the details of Items are accurate, complete and correct.

2.2 Before depositing any Items with the Bank using any means or channels offered or accepted by the Bank, a Customer should ensure that such Item is in order on the face thereof, including, without limitation, that the Item is appropriately dated and signed, and that the amounts in both words and figures matched.

2.3 Where the Customer is required to advise, complete or enter details of the Items when depositing the same with the Bank, the Customer agrees that it is the Customer's sole responsibility to ensure that such details being advised, completed or entered by the Customer are accurate and complete and that the Bank is entitled to rely upon the same in issuing receipts. Such receipts issued shall for all purposes be issued subject to subsequent verification by the Bank in its normal course of business. In the event of any discrepancy between the receipts and the outcome of the Bank's verification, the outcome of the Bank's verification shall be final and binding on the Customer and the Bank shall be entitled to adjust the Accounts accordingly by debiting or crediting the same as the case may be.

2.4 All inward remittances, cheques and monetary instruments are accepted for deposit into an Account subject to final payment and the Bank is entitled not to make the proceeds available until they have been cleared. The Bank reserves the right to charge the Accounts concerned with the appropriate amounts if, for whatever reason, any Items are subsequently returned unpaid or partially paid or where the remittance amounts are not eventually received. If the inward remittance or any Items (including the payment pursuant to the standing instructions of another person) is in a currency not supported by the Bank, the Bank has the right to convert it into Hong Kong dollar or any other currency supported by the Bank at the prevailing buying exchange rate before depositing it into an Account.

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Schedule VIII e-Cheques

1 General

This Schedule, the MSA, the Hong Kong SAR Local Conditions and Schedule I apply to the Customer's use of the e-Cheques Services. The Conditions of the other Schedules continue to apply to the Customer's use of the e-Cheques Service to the extent that they are relevant and consistent with the provisions of this Schedule. The other Conditions which apply to paper cheque or generally to the Bank's services continue to apply to e-Cheques and the Bank e-Cheques Services to the extent that they are relevant and not inconsistent with the provisions in this Schedule. In the event of any inconsistency, this Schedule prevails over the Conditions of the other Schedules and the other applicable documents above, except Condition 11 of Schedule I.

2 Definitions

Capitalised terms used in this Schedule have the meanings set out in this Condition 2. If any capitalised term used in this Schedule is not defined in this Condition 2, that capitalised term has the meaning set out in Schedule.

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

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

"**Customer**" means each customer to whom the Bank provides e-Cheques Services and, where the context permits, includes any person authorised by the customer to sign e-Cheques on its behalf from time to time.

"**Deposit Channel**" means any channel offered by the Bank 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-Cheques may be issued in HKD, US Dollars or Renminbi or in any other currency specified by the Bank from time to time.

"**e-Cheques Deposit Services**" means the service offered by the Bank for depositing e-Cheques.

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

"**e-Cheque Drop Box Account**" means a user account for the e-Cheque Drop Box Service, and for which each user must register with the Clearing House before using the e-Cheque Drop Box for presenting e-Cheques for deposit into a Payee Bank Account, as this term may be amended in accordance with the e-Cheque Drop Box Terms.

"**e-Cheque Drop Box Service**" 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-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 provided by the Clearing House and the use of the e-Cheque Drop Box Service.

"**e-Cheques Issuance Services**" means the services offered by the Bank to customers from time to time for issuing e-Cheques (including any services relating to e-certificates).

"**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 into which the e-Cheque is to be deposited, which may be a sole name or a joint name account of the payee acceptable by the Bank for the purposes of e-Cheque Deposit Services.

"**Payer Bank**" means the bank which an e-Cheque is drawn.

3 Nature and Scope of e-Cheques Services

3.1 The Bank may provide e-Cheques Services at the Bank's discretion. If the Bank provides e-Cheques Services to the Customer, the Customer may issue e-Cheques and deposit e-Cheques. In order to use the e-Cheques Services, the Customer has to provide such information and documents and accept such terms and conditions which may be required or prescribed by the Bank and the Clearing House respectively from time to time. The Customer may also be required to sign forms and documents prescribed by the Bank from time to time.

3.2 e-Cheques Issuance Services allow the Customer to issue e-Cheques drawn on the Bank, in accordance with Condition 4 (e-Cheques Issuance Services) of this Schedule.

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3.3 e-Cheques Deposit Services allow the Customer and other persons to present e-Cheques (whether payable to the Customer or any other holder of the Payee Bank Account) for deposit with the Bank (as Payee Bank), using the e-Cheque Drop Box Service offered by the Clearing House or using the Deposit Channels, in accordance with Condition 5 (e-Cheques Deposit Services) of this Schedule.

3.4 The Bank may provide e-Cheques Services relating to e-Cheques that are issued in any currency specified by the Bank from time to time.

3.5 The Bank has the right to set or vary from time to time the terms and conditions for using the e-Cheques Services. These terms and conditions may include the following (or any of them):

(a) the service hours of the e-Cheques Services (including cut-off times for issuing, countermanding or presenting e-Cheques);

(b) any maximum total amount or total number of e-Cheques which the Customer may issue in any specified period; and

(c) any fees and charges payable by the Customer for the e-Cheques Services.

4 e-Cheques Issuance Services

4.1 This Condition 4 only applies if the Customer maintains an online internet banking profile with the Bank.

Format of and steps for issuing an e-Cheque

4.2 The Customer is required to issue an e-Cheque in the format with such layout specifications and following the steps and inputting the details prescribed by the Bank from time to time. The Customer is not allowed to add to, remove from or modify the contents, format, layout or image of an e-Cheque.

4.3 Each e-Cheque must be signed by the Customer (as payer) and by the Bank (as Payer Bank) with the each of their respective digital signatures in the sequence set by the Bank, except that the payer's digital signature may not be required for an e-Cheque that is a cashier's order.

4.4 Where the Customer draws an e-Cheque on a joint account, the Customer is solely responsible for ensuring that the e-Cheque is digitally signed by such person(s) following such signing arrangement as authorised by the joint account holders for signing e-Cheques from time to time.

4.5 The Customer is solely responsible for ensuring that each e-Cheque is digitally signed on the Customer's behalf by such person(s) following such signing arrangement as authorised by the Customer for signing e-Cheques from time to time.

e-certificate

4.6 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.

4.7 The Customer's digital signature on an e-Cheque may be produced by either a general purpose e-certificate or a specific usage e-certificate.

4.8 If the Bank provides such services and the Customer chooses to produce the Customer's digital signatures by a general purpose e-certificate, the Customer is required to maintain a valid general purpose e-certificate on an on-going basis in compliance with Condition 4.6 of this Schedule.

4.9 The Bank may provide services relating to e-certificate at its discretion. The Bank's services may include applying for, holding, maintaining, renewing, revoking and managing (or any of the above) an e-certificate on the Customer's behalf. If the Bank provides such services, the Customer directs and authorises the Bank to:

(a) 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

(b) take all necessary steps (including providing all necessary information and personal data to the certification authority issuing the specific usage e-certificate) for any purposes relating to the e-certificate.

4.10 In applying for a specific usage e-certificate for the Customer, 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 a specific usage e-certificate based on incorrect or outdated information provided by the Customer, the Customer is still bound by any e-Cheque signed by digital signatures produced by that e-certificate and the Customer is responsible for any Loss related thereto.

4.11 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. The Customer is solely responsible for performing the Customer's obligations under those terms and conditions.

4.12 Any Customer Delegates authorised by the Customer to use or administer the online internet banking profile maintained by the Customer with the Bank from time to time is authorised to accept the terms and conditions

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specified by the relevant certification authority for and on behalf of the Customer and the Customer agrees to be bound by such terms and conditions as accepted by such person on the Customer's behalf.

Sending e-Cheques to payees

4.13 Once the Customer confirms the issue of an e-Cheque, the Bank will generate the e-Cheque file. The Customer may download the e-Cheque file for delivery to the payee itself. Alternatively, the Bank may send the e-Cheque file to the payee by electronic means on the Customer's behalf, if the Bank offers this service.

4.14 The Customer should not issue an e-Cheque (or instruct the Bank to issue an e-Cheque on the Customer's behalf) to a payee unless the payee agrees to accept e-Cheques. The Customer is solely responsible for each of the following:

(a) before issuing an e-Cheque (or instructing the Bank to issue an e-Cheque on the Customer's behalf) to a payee, informing the payee that the payee may agree or decline to accept the e-Cheque;

(b) using secured electronic means and taking appropriate email encryption and other security measures in sending the e-Cheque file; and

(c) providing the Bank with correct and up-to-date contact information of a payee to enable the Bank to send the e-Cheque file to the payee by electronic means on the Customer's behalf, if the Bank offers this service.

4.15 The e-Cheque file will be regarded as having been delivered to the payee upon the Bank's sending it to the payee by electronic means using the payee's contact information provided by the Customer. The Bank does not have any duty to verify whether the payee has actually received the e-Cheque file. The Customer is advised to check with the payee whether the payee actually receives the e-Cheque file, whether it was sent by the Customer or by the Bank.

Waiver of presentment requirements

4.16 Each e-Cheque is only required to be presented by sending it in the form of an electronic record in accordance with the Industry Rules and Procedures. The Bank is entitled to pay each e-Cheque against presentation of its electronic record in that manner without requesting any other form of presentation. Without reducing the effect of Condition 1.1 of this Schedule and Conditions 6.2 to 6.5 of this Schedule, the Customer expressly accepts the waiver of presentment requirements set out on an e-Cheque from time to time.

5 e-Cheques Deposit Services

General

5.1 The e-Cheques Deposit Services may allow presentment of e-Cheques for deposit with the Bank (as Payee Bank) using the e-Cheque Drop Box Service provided by the Clearing House or using the Bank's Deposit Channels.

e-Cheque Drop Box Service

5.2 The e-Cheque Drop Box Service is provided by the Clearing House. The Customer is bound by the e-Cheque Drop Box Terms in relation to the Customer's use of the e-Cheque Drop Box Service. The Customer is solely responsible for performing the Customer's obligations under the e-Cheque Drop Box Terms.

5.3 In order to use the e-Cheque Drop Box Service, the Customer is required by the e-Cheque Drop Box Terms to register an e-Cheque Drop Box Account with one or more Payee Bank Account for presenting e-Cheques. The Customer is allowed by the e-Cheque Drop Box Terms to register an e-Cheque Drop Box Account with a Payee Bank Account that is the Customer's same-name account or an account other than the Customer's same-name account. The Customer is responsible for the presentment of all e-Cheques by the Customer or any other person using the Customer's e-Cheque Drop Box Account (including presentment of any e-Cheques to a Payee Bank Account other than the Customer's same-name account).

5.4 Any issue relating to the use of the e-Cheque Drop Box Service should be handled in accordance with the e-Cheque Drop Box Terms. The Bank may (but has no obligation to) provide reasonable assistance to the Customer. In particular, the Bank does not have the electronic record or image of any e-Cheque deposited using the e-Cheque Drop Box Service. On the Customer's request, the Bank may (but has no obligation to) provide the date, e-Cheque amount, e-Cheque number, payee name and any other information agreed by the Bank relating to an e-Cheque deposited using the Customer's e-Cheque Drop Box Account.

5.5 The Bank gives no representation or guarantee, whether express or implied, relating to the availability, quality, timeliness or any other aspect of the e-Cheque Drop Box Service provided by the Clearing House. Unless otherwise stated in the e-Cheque Drop Box Terms, the Customer bears the responsibilities and risks relating to the use of the e-Cheque Drop Box Service. The Bank is not liable for Loss, damage or expense of any kind which the Customer or any other person may incur or suffer arising from or in connection with the use of the e-Cheque Drop Box Service.

The Bank Deposit Channels

5.6 E-Cheques presented using the Bank's Deposit Channels will be processed subject to the relevant cut-off time set by the Bank from time to time.

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5.7 After presentment of an e-Cheque using the Bank's Deposit Channels, there are other validations and procedures in relation to presentment, clearing and settlement of an e-Cheque and the acceptance by the Bank of an e-Cheque presented using the Bank's Deposit Channels itself does not guarantee clearing and settlement.

5.8 The Bank will only credit to a Payee Bank Account such e-Cheques presented to the Bank using the Bank's Deposit Channels after verification and validation to the Bank's satisfaction, and the Bank's decision is final and binding on the Customer.

5.9 The Customer will ensure that an e-Cheque presented to the Bank using the Bank's Deposit Channels is complete, accurate, virus free and in a prescribed format acceptable to the Bank from time to time. The Bank has the right not to accept an e-Cheque presented to the Bank using the Deposit Channels without giving any reason.

5.10 The Bank has the right to charge or vary the fees relating to the use of the Bank's Deposit Channels. The Bank will give the Customer prior notice of new fees or any variation of fees. The Bank may collect fees from the Customer in such manner and at such intervals as the Bank may specify.

5.11 In addition to these Conditions, by using the Bank's Deposit Channels, the Customer will be considered to have accepted the applicable terms and conditions published on:

(a) the Bank's public website; and

(b) the Customer's online internet banking profile maintained with the Bank,

and will be bound by each of them.

5.12 The Bank may specify or vary from time to time:

(a) the available Deposit Channels without notice; and

(b) the terms governing the use of any Deposit Channel.

6 Handling of e-Cheques, Associated Risks and the Bank's Liabilities

Handling of e-Cheques

6.1 The Customer understands that the Bank and other banks have to follow the Industry Rules and Procedures in the handling, processing, presentment, payment, collection, clearance and settlement of e-Cheques drawn by the Customer 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 Bills of Exchange Ordinance (Cap. 19) of the Laws of Hong Kong may not expressly provide for presentment of e-Cheques or may specify another manner for presentment of cheques:

(a) pay any e-Cheque drawn by the Customer on the Bank upon presentment of that e-Cheque to the Bank in accordance with the Industry Rules and Procedures; and

(b) collect any e-Cheque payable to the Customer by presenting that e-Cheque to the Payer Bank in accordance with the Industry Rules and Procedures.

Limitation of the Bank's liability

6.2 Without limiting or reducing the effect of Condition 17 (Limitation on liability) of Schedule I, except as set out in Condition 6.3 of this Schedule, the Bank is not liable for any Loss which the Customer or any other person may incur or suffer arising from or in connection with the use of the e-Cheques Services or the handling, processing, presentment, payment, collection, clearance or settlement of e-Cheques issued by the Customer or presented by the Customer or any other person using the Deposit Channels provided by the Bank to the Customer.

6.3 If it is proved that any event in Condition 6.2 of this Schedule was caused by the negligence or wilful default of:

(a) the Bank;

(b) the Bank's agents or nominees; or

(c) the Bank's officers or employees or that of the Bank's agents or nominees,

then the Bank will be liable for any Loss and damage the Customer incur or suffer that is direct and reasonably foreseeable arising directly and solely from such negligence or wilful default.

6.4 For the avoidance of doubt, the Bank is not liable for any Loss which the Customer or any other person may incur or suffer arising from or in connection with any of the following:

(a) use of the e-Cheque Drop Box Service by the Customer or any other person, or the e-Cheque Drop Box Terms;

(b) the Customer's failure to comply with the Customer's obligations relating to the e-Cheques Services, including the Customer's obligation to safeguard against the issuance of e-Cheques by unauthorised persons;

(c) 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 Bills of Exchange Ordinance; or

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(d) the acts or omission of the e-certificate certification authority, including the provision of the e-certificate(s); and/ or

(e) any failure or delay in providing the e-Cheques Services, or any Error or disruption relating to the e-Cheques Services, caused by or attributed to any circumstance beyond the Bank's reasonable control.

6.5 In no event will the Bank be liable to the Customer or any other person for any Loss of profit or any special, indirect, consequential or punitive loss or damages.

Customer's confirmation

6.6 The Customer accepts the restriction of liabilities and disclaimers imposed by the Bank and the Clearing House in relation to the e-Cheques Services and the services provided by the Clearing House respectively. The Customer accepts and agrees to bear the risks and the liabilities for issuing and depositing e-Cheques.

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Schedule IX ATM Card and Business Debit Card

1 General

This Schedule, the MSA, the Hong Kong SAR Local Conditions and Schedule I apply to the Customer's use of a Card. The Conditions of the other Schedules continue to apply to the use of a Card to the extent that they are relevant and consistent with the provisions of this Schedule. In the event of any inconsistency, this Schedule prevails over the Conditions of the other Schedules and the other applicable documents above, except Condition 11 of Schedule I.

2 Card

2.1 All references to "**Card**" in this Schedule include ATM Cards, Business Debit Cards, or both (as applicable).

2.2 The Card is and will be at all times, the property of the Bank. The Bank reserves the right to, at its discretion do any of the following at any time without notice:

(a) withdraw the Card; or

(b) add to, delete from or vary the scope of any of the services thereby offered.

2.3 The loss or theft of the Card should be reported to the Bank immediately and confirmed in writing as soon as possible. The Customer will be responsible for all transactions effected by use of the Card until such notification. The Bank may debit any Account with any cost incurred in issuing a replacement Card.

2.4 When the Bank executes its rights under Condition 13 of Schedule I to add to, delete, or vary any of the Conditions under this Schedule, the use of the Card after the date upon which that change is to take effect (as specified in the Bank's notice), will constitute acceptance without reservation by the Customer of such changes. If the Customer does not accept any proposed changes, the Card must be returned to the Bank prior to the date upon which such changes are to take effect.

3 Liabilities of Card Transactions

3.1 Subject to Condition 2 of this Schedule, the Customer will be responsible for all transactions effected through the use of the Card, whether authorised by the Customer or not and whether effected by the Cardholder or not.

3.2 The relevant Account will be debited with the amount of any withdrawal, transfer or other transaction effected by use of the Card. The Customer will maintain sufficient funds in the Accounts to meet any such transactions. Transactions which are effected in currencies other than HKD will be debited to the relevant Account after converting those transactions into HKD at the prevailing rate determined by the Bank on the day of conversion.

3.3 The PIN is strictly confidential and should not be disclosed to any third party under any circumstance or by any means, whether voluntary or otherwise. The Customer should not keep any written record of any PIN in any place or manner which may enable a third party to use its Card.

3.4 Cash or cheques deposited with any ATM by use of the Card will be credited to the relevant Account, subject to subsequent verification by the Bank in its normal course of business. The statement issued by the ATM at the time of deposit only represents what the Customer purports to have deposited and will not bind the Bank. Cheques will be accepted for collection only and the proceeds will not be available until they have been cleared.

3.5 The Bank will not be liable for any consequential or indirect damages arising from or related to the use of the Card.

3.6 The relevant Account will be debited with such charges as the Bank may from time to time consider reasonable in respect of the Card. The Bank will give notice of the latest charges to the Customer or Cardholder (as applicable) in such manner as the Bank considers appropriate.

3.7 The Bank may disclose in strict confidence to other institutions (whether within or outside Hong Kong), such information concerning the Card and the Accounts as may be necessary or appropriate in connection with its participation in any electronic fund transfer network or generally to facilitate its provision of any and all services relating to the Card.

3.8 Through ATMs or other means, the Bank may provide information about products, services and banking facilities offered by the Bank, other members of the HSBC Group or those selected third parties which the Bank thinks may interest the Customer. The information accessible by the Customer and the Cardholder may include, among other things, indicative facility limits, indicative pricing or business terms that may be applicable to the Customer. Additional terms and conditions may apply to these products, services and banking facilities.

3.9 For the purposes of this Schedule, all references to "**Accounts**" will include all accounts accessible by the Card.

3.10 The Customer will maintain a record of the name and identification of the Cardholder of each Card issued to the Customer and will produce such record to the Bank on demand. The Customer undertakes to ensure that the Cardholders agree to the foregoing and will comply with all these Conditions to the extent applicable, as if each of them were the Customer.

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Schedule X Secured Credit

1 General

This Schedule, the MSA, the Hong Kong SAR Local Conditions and Schedule I apply to the Customer's use of a Secured Credit. The Conditions of the other Schedules continue to apply to Secured Credit to the extent that they are relevant and consistent with the provisions of this Schedule. In the event of any inconsistency, this Schedule prevails over the Conditions of the other Schedules and the other applicable documents above, except Condition 11 of Schedule I.

2 Overview

2.1 Any Secured Credit is made available at the Bank's sole discretion and is subject to these Conditions and any other terms and conditions specified by the Bank from time to time. The availability and utilisation of the Secured Credit is also subject to the completion and production of any other agreements, documents, applications and evidence which may be required by the Bank from time to time.

2.2 If a Secured Credit is granted to the Customer, the Customer will be notified by a confirmation letter which will set out (among others):

(a) the credit limit, or the basis upon which the credit limit is calculated (or both);

(b) the applicable interest rate, or the basis upon which the interest rate is calculated (or both); and

(c) any other terms for granting the Secured Credit.

Such notification by letter constitutes a binding agreement as regards the granting of the Secured Credit, on the terms and conditions listed in that letter (as varied from time to time).

2.3 The Bank reserves the overriding right at any time to demand immediate repayment of the Secured Credit outstanding at that time and the right to reduce or withdraw the Secured Credit. In addition, the Bank has an unrestricted discretion to cancel or suspend, or determine whether or not to permit drawings, in relation to the Secured Credit.

2.4 An annual non-refundable service fee on the current overdraft limit calculated at the rate to be determined by the Bank from time to time, will be debited annually at the Bank's absolute discretion from the account to which the Secured Credit has been granted.

2.5 Interest on the Secured Credit will accrue at the rate or rates determined and will be subject to variation from time to time by the Bank at its absolute discretion and will be payable monthly to the debit of the account to which the Secured Credit has been granted.

2.6 Default interest ("**Default Interest**") will be payable on amounts which are overdue, drawings which are in excess of agreed limits and amounts demanded and not paid ("**Unpaid Amount**"). Default Interest (if unpaid) arising on an Unpaid Amount will be compounded with the Unpaid Amount and accrue daily but will remain immediately due and payable.

2.7 The Customer will notify the Bank as soon as possible of any difficulty in repaying any amount outstanding under the Secured Credit.

2.8 The Secured Credit is subject to the Bank's review at any time.

3 Security over Customer's Assets

3.1 In consideration of the Bank providing the Services and granting or continuing to make available the Secured Credit, the Customer, as beneficial owner, hereby charges, pledges and assigns the Secured Assets to the Bank as a continuing security for the payment by the Customer of the Secured Indebtedness. For the avoidance of doubt, no security will be created if no Secured Credit is granted by the Bank to the Customer.

3.2 In this Schedule:

(a) "**Ceiling Limit**" means the maximum principal amount of the Secured Credit:

(i) as elected by the Customer and accepted by the Bank; or

(ii) if no such election has been made, as prescribed by the Bank from time to time.

(b) "**Secured Assets**" means:

(i) subject to Condition 3.2(b)(ii) below, all assets and property of the Customer which stand to the credit of the Master Account at any time of and up to an amount equal to the Secured Assets Value, comprising, without limitation, deposits (including renewals and extensions thereof), money, interest on such deposits and money (irrespective of the currency of denomination and any change therein), gold and any other precious metal and commodity, stocks, shares, bonds, notes, options and other money market, debt and financial instruments, whether negotiable, bearer or otherwise, investments and securities of all kinds, all rights and benefits attached or accruing thereto and the proceeds thereof; and

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(ii) (if the value of the assets and property (as conclusively determined by the Bank) in the Master Account at any relevant time exceeds the Secured Assets Value at that time), a portion of the assets and property in the Master Account of and up to the Secured Assets Value at that time comprising assets and property in accordance with the order of priority as specified in the Business Integrated Account Secured Credit Interest Rate and Loan Ratio Table, as amended and notified by the Bank to the Customer from time to time.

(c) "**Secured Assets Value**" means the value determined by the Bank to be appropriate to secure the Ceiling Limit from time to time in accordance with the loan-to-asset ratio specified and notified by the Bank to the Customer from time to time.

(d) "**Secured Indebtedness**" means all money (including interest, fees, charges, costs and expenses), in whatever currency, which are now or may at any time hereafter be or become, from time to time, due or owing to the Bank by the Customer in respect of the Secured Credit made available to the Customer and which the Customer hereby agrees is payable on demand. Any statement of account signed as correct by any of the Bank's duly authorised officers will be conclusive evidence of the Secured Indebtedness.

3.3 The Customer hereby irrevocably and by way of security appoints the Bank to be the Customer's attorney and in the name of and on the Customer's behalf and as the Customer's act or deed or otherwise, without any reference to or consent from the Customer, to execute all documents and to do all things as may be required for the full exercise of all or any of the powers conferred on the Bank under this Schedule or as the Bank may deem expedient in connection with the Secured Assets. This power of attorney is coupled with an interest and is irrevocable and will remain irrevocable as long as any Secured Indebtedness remains outstanding. The Customer ratifies and confirms and agrees to ratify and confirm any agreement, act or thing which any attorney appointed under this Condition 3.3 may lawfully execute, seal, deliver or do.

3.4 The Customer undertakes at all times to maintain in the Master Account assets and property of a value (according to the determination of the Bank) that exceeds or equals the value determined by the Bank to be appropriate to secure the amount of Secured Indebtedness from time to time in accordance with the loan-to-asset ratio specified and notified by the Bank to the Customer from time to time.

3.5 The Customer hereby undertakes, during the continuance of the security created hereunder, to maintain absolute title to the Secured Assets and not, without the Bank's prior written consent, to withdraw, sell, dispose of or deal with or to charge, pledge, assign otherwise encumber or grant or suffer to arise any third party rights over or against any of the Secured Assets, except in the Bank's favour.

3.6 If the Customer creates or purports to create any security (whether fixed or floating) over the Secured Assets or any part thereof in breach of Condition 3.5 of this Schedule or if any person levies or attempts to levy any form of process against the Secured Assets or any part thereof, the security created by Condition 3.1 of this Schedule, to the extent that it may be a floating charge, will automatically and without notice from the Bank crystallize and operate as a fixed charge instantly when such event occurs.

4 Further Assurances

4.1 The Customer undertakes, if and when required by the Bank, to execute such further documents or do such agreements, assurances, acts and things as the Bank will require in respect of the Master Account to:

(a) secure the Secured Indebtedness;

(b) perfect, protect or improve any security created or intended to be created by Condition 3 of this Schedule; or

(c) facilitate the exercise or proposed exercise by the Bank of any of its rights under this Schedule.

4.2 The Customer undertakes to pay the Bank, on demand, all the Bank's expenses (including legal and out-of-pocket expenses) of reasonable amount and reasonably incurred by the Bank in contemplation of, or in connection with, the preservation, enforcement or exercise of any rights under this Schedule.

4.3 Payments by the Customer will be made to the Bank as specified by the Bank without any set-off, counterclaim, withholding or condition of any kind except that, if the Customer is compelled by law to make such withholding, the sum payable by the Customer will be increased so that the amount actually received by the Bank is the amount it would have received if there had been no withholding.

5 Enforcement of Security

5.1 If:

(a) the Customer has failed to pay any Secured Indebtedness on demand or is in default under any of these Conditions;

(b) the Customer is unable or admit inability to pay debts as they become due;

(c) any proceedings in or analogous to the bankruptcy, insolvency or composition of the Customer are commenced; or

(d) legal process is levied or enforced against any of the Customer's assets,

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the Bank may, without notice, legal process or any other action with respect to the Customer, realise or sell the Secured Assets or any of them, at any time and in any way which the Bank may deem expedient, free from and discharged from all the Customer's trusts, claims, rights of redemption and equities, in or towards settlement of the Secured Indebtedness. The Customer will not have any right or Claim against the Bank in respect of any Loss arising out of such realisation or sale, howsoever such Loss may have been caused.

5.2 Without prejudice to Condition 3 of this Schedule and insofar as the security created by Condition 3.1 of this Schedule is a floating charge, the Bank may, without prejudice to the above, convert the floating charge into a specific fixed charge at any time and from time to time by notice in writing to the Customer.

5.3 The proceeds of the realisation or sale of Secured Assets may be placed by the Bank to the credit of a suspense account with a view to preserving the Bank's rights to prove for the whole of the Bank's rights against the Customer in the event of any proceedings in or analogous to bankruptcy, insolvency, winding-up, liquidation or composition and may also be applied by the Bank to such account, obligation or liability of the Customer as the Bank may, at the Bank's sole discretion, from time to time conclusively determine.

5.4 If the currency of any Secured Indebtedness is not the currency in which the Secured Assets or any of them are denominated, the conversion will be calculated at the Bank's spot buying rate of exchange (as conclusively determined by the Bank) for the currency for which the Customer is liable against the currency in which the relevant Secured Assets are denominated.

5.5 No payment to the Bank (whether under any judgment or order of any court or otherwise) will discharge an obligation in respect of the Secured Indebtedness unless and until the Bank has received payment in full in the currency in which such obligation was incurred and, to the extent that the amount of any such payment will, on actual conversion into such currency, fall short of such obligation expressed in that currency, the Bank will have a further separate cause of action against the Customer and will be entitled to enforce the security hereunder to recover the amount of such shortfall.

6 Nature of Security

6.1 The security created under Condition 3.1 of this Schedule is a continuing security and will cover and secure the ultimate balance of the Secured Indebtedness from time to time owing to the Bank by the Customer on each separate account or in any manner whatsoever, notwithstanding the Customer's death, bankruptcy, incapacity, winding-up, liquidation, insolvency or the Bank's receipt of notice of any such occurrence or any settlement of account or other matter whatsoever.

6.2 The security created under Condition 3.1 of this Schedule is in addition to and may be enforced notwithstanding any guarantee, indemnity, assurance, pledge, lien, bill, note, mortgage, charge, debenture, security or other right, power or remedy now or hereafter held by or available to the Bank.

6.3 Any release, discharge or settlement between the Bank and the Customer is conditional upon no security, disposition or payment to the Bank by the Customer or any other person being avoided, reduced or repaid pursuant to any provisions or enactments relating to bankruptcy, liquidation, winding-up, insolvency or circumstances analogous thereto and, for such purpose, will be entitled to retain this instrument for such period as the Bank may determine and, if such condition will not be fulfilled, the Bank will be entitled to enforce the security hereunder subsequently as if such release, discharge or settlement had not occurred.

6.4 If more than one person comprises the Customer, Condition 3.1 of this Schedule creates a security in the Secured Assets to the full extent of their respective interests therein and none of such persons will be entitled to any rights or remedies of a surety as regards the Customer's obligations.

6.5 Any statutory restriction on the right of consolidating mortgage securities contained in any law in force in Hong Kong will not apply to this security.

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Schedule XI Business Revolving Credit

Where the Customer has successfully applied for a business revolving credit facility (the "**Facility**"), the Customer will be notified by a facility setup confirmation letter (the "**Confirmation Letter**") upon approval and granting of the Facility. The use of the Facility will be subject to the following Conditions:

1 Subject to Condition 17 of this Schedule, the Customer will be notified by the Bank of the approved limit of the Facility (the "**Credit Limit**"), and the Facility will be granted to a Current Account (the "**Facility Account**").

2 Once the Facility is approved and made available, the overdraft protection feature of the Facility Account will not be available to the Customer.

3 A monthly non-refundable facility fee on the Facility in an amount calculated by multiplying the Credit Limit by the rate stated in the relevant business revolving credit application, subject to any alteration as provided in Condition 15 of this Schedule will be debited immediately upon approval of the Facility and subsequently on the same day of each succeeding month to the Facility Account.

4 The Bank is authorised to debit the Facility Account from time to time in paying such facility fee when due.

5 Interest on the Facility will be charged and calculated at the interest rate stated in the business revolving credit application. Interest will accrue on a daily basis on the debit balance outstanding under the Facility Account and will be payable monthly in arrears by debit to the Facility Account.

6 A statement will normally be provided to the Customer on a monthly basis (on the statement date as referred to in the Confirmation Letter) and will detail the total amount outstanding on the Facility Account on the statement date (the "**Outstanding Debit Balance**") and the amount due ("**Minimum Amount Payable**") from the Customer, which will be the sum of any payment in arrears, unauthorised debit amount and the minimum monthly repayment, and the date by which payment must be made to the Bank (the "**Payment Due Date**"). The minimum monthly repayment will be the amount calculated by multiplying the Outstanding Debit Balance (or, if lower, the credit limit) by 4% or HKD100 (whichever is higher), subject to any alteration as provided in Condition 17 of this Schedule. The amount of Minimum Amount Payable will be rounded, either up or down, to the nearest dollar. Payment of any part of Outstanding Debit Balance effected by cheque or other means will be accepted subject to the Bank's normal Conditions.

7 Without prejudice to the other provisions of these Conditions, if the Customer fails to pay in full the Minimum Amount Payable by the Payment Due Date, the unpaid portion will be included as payment in arrears and a late charge amount calculated at the rate of 5% of such unpaid portion or HKD100 (whichever is higher and subject to a cap of HKD500), subject to any alteration as provided in Condition 15 of this Schedule, will be debited to the Facility Account after the Payment Due Date. The amount of late charge will be rounded, either up or down, to the nearest dollar.

8 In the event the Facility is cancelled, on the Customer's instruction, within the first twelve (12) months from the date on which the Facility was granted, a facility cancellation fee of HKD500, subject to any alteration as provided in Condition 15 of this Schedule, will be levied and debited to the Facility Account with or without prior notice.

9 If the total Outstanding Debit Balance exceeds the Credit Limit, interest will be charged on the excess amount at the rate of:

(a) 10% per annum over the Bank's HKD best lending rate where the Facility is subject to floating interest rate; or

(b) 22% per annum over the Bank's HKD best lending rate where the Facility is subject to a fixed interest rate,

in each case (both before and after judgment) from the date the excess arises until the date of actual settlement.

Such interest will be payable at such intervals as the Bank may determine and at any time upon demand by the Bank. In addition, the Bank reserves the right to charge an unauthorised overdraft handling charge of HKD120 (subjected to any alteration as provided in Condition 15 of this Schedule) and this will be debited to the Facility Account.

10 Without prejudice to Condition 17 of this Schedule, the Bank reserves the right to suspend further drawing of the Facility if the Minimum Amount Payable is not paid in full by the Payment Due Date.

11 All costs and expenses (including legal fees) incurred by the Bank in connection with the extension of the Facility and any matters arising therefrom are to be reimbursed by the Customer on demand. The Customer authorises the Bank to debit the Facility Account from time to time in paying any such costs and expenses when due.

12 Where the Customer is a limited company, as security, the Bank requires a guarantee to be provided to the Bank in respect of the approved Facility amount. Where the Customer is a partnership, it is agreed between the partners and the Bank that the partnership will not be dissolved in the event of any of the partners retiring or ceasing to be a partner of the partnership or there being any change to the constitution of the partnership.

13 To comply with the Code of Banking Practice and guidance given by the Courts, the Bank needs to obtain the Customer's consent before it can provide a copy or summary of the Facility, or information on the Customer's outstanding liabilities to the Bank, to any guarantor or other third party providing security (the "**Surety**") or to the Surety's advisors. In addition, if the Bank is obliged to make any formal demand for repayment because the Customer has failed to settle an amount due following a customary reminder, the Bank will also need to provide the Surety with

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a copy of its Demand Letter. Whether or not the Bank has made demand, the Bank will also need to provide the Surety with a copy of the latest statement of account and/or to give the Surety details of the Customer's outstanding liabilities to the Bank, whether actual or contingent. The Customer agrees to the Bank providing any of the aforesaid documents or information to the Surety, to the Surety's solicitors and other professional advisers. Where this consent is not given, the Bank will be unable to proceed with the transaction.

14 The Bank has certain limitations on advances to persons related to HSBC Group. The Borrower should, to the best of its knowledge, advise the Bank whether it is in any way related or connected to the HSBC Group. In the absence of such advice, the Bank will assume that the Borrower is not so related or connected. The Bank would also ask, that if the Borrower become aware that it becomes so related or connected in future, that the Borrower immediately advises the Bank in writing.

15 The amounts or percentage of fee, charges and interest rate applicable to the Facility will be as set out herein or stipulated in the Confirmation Letter or notified to the Customer by other means. The Bank reserves the right to alter such these Conditions and such amounts, percentage, fee, charges and interest rate, as well as impose new fee and charges, from time to time and may notify the Customer of such alteration or imposition in any manner it thinks fit. The Customer will be bound by such alteration or imposition in any manner it thinks fit. The Customer will be bound by such alteration or imposition unless the Facility is cancelled and repaid in full before the date upon which it is to have effect.

16 In case of any dispute in connection with the Facility, the Bank's decision will be final.

17 Notwithstanding any other terms herein, the Facility which is granted on an uncommitted basis is subject to review by the Bank at any time and to the Bank's overriding right of suspension and withdrawal at any time. The Bank will have an unrestricted discretion to determine whether or not to permit utilisation of the Facility or to increase or decrease the Facility Limit. The Bank further reserves the right at its absolute discretion to require immediate repayment of all amount outstanding on the Facility Account or with respect to the Loan, together with all accrued interest, at any time.

18 In the event of any inconsistency between the provisions of this Schedule and the terms set out in the Confirmation Letter (as the case may be), the latter will prevail.

19 In the event that the Customer maintains any other facilities with the Bank, unless otherwise specified by the Bank, such other facilities will not be affected by the granting of the Facility and all Conditions relating to such facilities will remain unchanged.

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Schedule XII Investment Services Account

1 General

This Schedule, the MSA, the Hong Kong SAR Local Conditions and Schedule I apply to Investment Services Account held by the Customer with the Bank. The Conditions of the other Schedules continue to apply to Investment Services Account to the extent that they are relevant and consistent with the provisions of this Schedule. In the event of any inconsistency, this Schedule prevails over the Conditions set out in other Schedules and the other applicable documents above, except Condition 11 of Schedule I.

2 Customer Authority

The Bank is hereby appointed and authorised by the Customer on the conditions set out below, as may be amended from time to time, to provide the Services. This Customer Authority may be revoked at any time by the Customer pursuant to Condition 16 (Termination of Investment Services Account) of this Schedule.

Appendix III applies specifically to the trading of any product listed or traded in the US. In the event of any inconsistency between any of the provisions of this Schedule and those of Appendix III in relation to the trading of any product listed or traded in the US, Appendix III shall prevail.

3 Investment Services

Scope of Investment Services

3.1 In relation to the purchase and/or sale of any Securities, Financial Product or other investment handled by the Bank from time to time under this Schedule (referred to as a "**product**" for the purposes of this Schedule):

(a) the Bank may solicit the sale of or recommend a product to the Customer in accordance with Conditions 3.5(a) or (c) of this Schedule; and/or

(b) the Customer may enter into the transaction without or inconsistent with any solicitation or recommendation from the Bank in accordance with Condition 3.5(d) of this Schedule.

3.2 The Bank does not provide advisory services and therefore does not assume any advisory duty of care or obligation in the solicitation of the sale or recommendation of any product other than to ensure reasonable suitability as set out in Conditions 3.5(a) and (c) of this Schedule.

3.3 Making available to the Customer any advertisements, marketing or promotional materials, market information or other information relating to a product or service shall not, by itself, constitute solicitation for the sale or recommendation of any product or service.

3.4 Unless otherwise specified in these Conditions or in the other terms and conditions in relation to any product:

(a) the Bank does not advise on personalised asset allocation, investment portfolio and investment strategy; and

(b) the Bank does not have any obligation to make available any service or provide advice in relation to the purchase or sale of products which the Bank does not distribute or offer to its customers.

3.5 Transactions entered into with the Bank to buy or sell products

(a) If the Bank solicits the sale of or recommends any Financial Product to the Customer, the Financial Product must be reasonably suitable for the Customer having regard to its Customer Financial Information.

(b) No other provision of these Conditions or any other documents the Bank may ask the Customer to sign and no statement the Bank may ask the Customer to make derogates from Condition 3.5(a) of this Schedule.

(c) If the Bank solicits the sale of or recommends any investment product not being a Financial Product (other than an insurance product) to the Customer, the Bank will also ensure that the product is reasonably suitable for the Customer based on the Bank's suitability assessment. In its assessment, the Bank will take into account the Customer's financial situation, investment experience and/or investment objectives, if it is required by applicable regulatory requirements.

(d) If the Customer enters into a transaction with the Bank to buy and/or sell a product without or inconsistent with any solicitation or recommendation from the Bank, the Bank will not have any obligation or duty to assess whether or ensure that the product is suitable for the Customer. The Customer acknowledges and agrees that it is the Customer's sole responsibility to assess and to satisfy the Customer that the transaction is appropriate for the Customer. Any limitation of the Bank's obligation or duty in this Condition 3.5(d) of this Schedule is subject to compliance with all applicable law, regulation or regulatory guidelines or circulars.

(e) Except as set out in Condition 11.4 of this Schedule, the Bank is not liable for any Loss (including indirect or consequential Loss), cost or damage of any kind incurred or suffered by the Customer or any other person with respect to or arising out of any transactions which fall under Condition 3.5(d) of this Schedule.

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3.6 By entering into a transaction with the Bank to buy or sell a product, the Customer confirms that any information the Customer provides to the Bank (including its Customer Financial Information) is complete, accurate and up-to-date. When the Bank assesses suitability, the Bank will rely on the Customer's confirmation.

3.7 Before the Customer enters into a transaction with the Bank to buy and/or sell a product, the Customer should:

(a) consider the Customer's own circumstances and understand the product's features, conditions and risks, and the Customer should contact the Bank if the Customer has any questions on the product;

(b) note that the Bank has no ongoing responsibility to ensure that a product the Bank has solicited the sale of or recommended to the Customer remains suitable for the Customer;

(c) note that if circumstances relating to the Customer, such product, such product's issuer or general market conditions change, such product may no longer be suitable for the Customer; the Bank will not be liable for any Loss, damage or expense or consequential loss, damage or expense suffered by the Customer by virtue of the Customer's failure or delay to notify the Bank of any change of the circumstances relating to the Customer; and

(d) note that the Bank does not provide legal, Tax or accounting advice on the Customer's investments, and the Customer should therefore consider obtaining independent professional advice (including legal, Tax and accounting advice) about the Customer's investments where necessary.

3.8 Conditions 3.5 to 3.7 of this Schedule take effect on 8 June 2017 ("**Effective Date**"), and apply to:

(a) any solicitation and/or recommendation of a product the Bank makes to the Customer on or after the Effective Date, provided that the Customer enters into a transaction with the Bank to buy and/or sell such product following the Bank's solicitation and/ or recommendation; and

(b) any transaction the Customer enters into with the Bank to buy and/or sell a product without or inconsistent with any solicitation or recommendation from the Bank on or after the Effective Date.

3.9 Provision and use of the Investment Services are subject to Applicable Regulations and Market Requirements. In this connection:

(a) In the event of any inconsistency between this Schedule and any Applicable Regulation or Market Requirement, that Applicable Regulation or Market Requirement shall prevail.

(b) The Customer is bound by Applicable Regulations and Market Requirements and any action or step taken by the Bank to prevent or remedy a breach of Applicable Regulations or Market Requirements, as if the Applicable Regulations and Market Requirements are expressly set out in these Conditions.

3.10 Without limiting or reducing the effect of Condition 11 of Schedule I of these Conditions, the Customer authorises the Bank to disclose any information the Bank has relating to the Customer, the transactions, products or Investment Services under this Schedule:

(a) To any other person appointed by the Bank as its nominee, agent or delegate to perform any of the Investment Services for the Bank (whether or not a member of the HSBC Group and whether local or overseas); or

(b) Where disclosure is:

(i) required or useful in the performance of any of the Investment Services;

(ii) in the Bank's interests;

(iii) required or requested by any Applicable Regulation or Market Requirement;

(iv) required by any Authority or body which has jurisdiction over the Bank, its nominee, agent or delegate or over the Customer;

(v) required by any relevant exchange, clearing house or share registrar (whether local or overseas) or the US Market Data Provider; or

(vi) pursuant to any audit requirements or any internal policies of the HSBC Group relating to the prevention of criminal activities or the provision of services to any persons that may be subject to any sanctions regime.

3.11 Investment Services and refusal to perform Investment Services

The Bank is hereby appointed and authorised to perform all or any of the following investment services but reserves the right to refuse to do so if, in its opinion, there are grounds for such refusal:

(a) to purchase or subscribe for any type of Securities or other investment in accordance with the Customer's Instructions;

(b) to sell or otherwise dispose of Securities and to deal with the proceeds, in each case in accordance with the Customer's Instructions;

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(c) to deliver the documents of title and any other instruments relating to such Securities to the Customer or to the order of the Customer in accordance with any Instruction but at the risk of the Customer; and

(d) to provide credit facilities from time to time at the discretion of the Bank.

3.12 For the avoidance of doubt and without limiting or reducing the Bank's rights under other provisions of these Conditions, the Bank has the right without giving reason to refuse to provide or to cease to provide any Investment Services with respect to any product listed or traded in the US.

3.13 Bank as custodian

In the event the Bank performs custodian services, the Bank holds any Securities as custodian only and is not responsible for giving any advice or recommendation in respect of such holdings, nor is the Bank liable to the Customer for any depreciation in value of any Securities and investment.

4 Custodian Services

4.1 The Bank is hereby appointed and authorised to perform all or any of the following custodian services but reserves the right to refuse to do so if, in its opinion, there are grounds for such refusal:

(a) to hold or to arrange for Securities to be held in safe custody;

(b) to hold bearer instruments in that form and to register other instruments in the name of the Bank or any other person appointed by it;

(c) where Securities are registered in the name of the Bank or any other person appointed by it and have been deposited under these Conditions, to notify the Customer of information received by the Bank which requires action to be taken by the Customer in relation to such Securities and to request, collect, receive and make payments or distributions attributable to such Securities arising from acquisition, ownership, disposal, conversion, exchange or otherwise.

4.2 In providing the Investment Services, the Bank will:

(a) maintain a Cash Account and a Securities Account or accounts and will credit all income and proceeds derived from the Securities to the Cash Account; and

(b) maintain records which identify the Securities which records will segregate such Securities from other assets held by the Bank for its own account and for the account of other customers.

4.3 No Security may be deposited with the Bank under these Conditions unless it is either:

(a) beneficially owned by and registered in the name of the Customer (or jointly by all of them where there is more than one person making up the Customer) or is accompanied by such transfer documents and/or Instructions as the Bank may require to transfer the beneficial ownership to the Customer (or jointly to all of them where there is more than one person making up the Customer); and

(b) in addition to any transfer documents and/or Instructions required by Condition 4.3(a) of this Schedule, the Securities for depositing will also be accompanied by such transfer documents and Instructions as the Bank may require to enable the Bank to transfer such Securities into the name of the Bank or the Bank's nominee; and

(c) any fees, expenses, duties or other sums payable in respect of any transfer under Condition 4.3(a) and/or Condition 4.3(b) of this Schedule will be payable by the Customer and will be fees and expenses payable under Condition 13 of this Schedule. The Bank may refuse to accept the deposit of any Securities until such sums have been paid.

4.4 All Securities delivered, purchased or held pursuant to these Conditions will be held in the name of the Bank, as nominee, or by the Bank's nominee or agent or by the nominee of the relevant clearing system, custodian or depository whether local or overseas (including the CCASS nominee) for one or more accounts of the Bank as a participant of the relevant clearing system, custodian or depository (including as a CCASS participant) as the Bank in its complete discretion may deem fit. The Securities will be held in accordance with or as permitted by Applicable Regulations and Market Requirements. For the purposes of settlement of any purchase or sale of any Securities and/or for the purposes of transacting any Corporate Action, the Bank and the other nominee entities may transfer Securities between such entities.

5 Provision of Services

5.1 The Bank is authorised, at its discretion, to take such steps as it may consider expedient to enable it to provide the Investment Services and to exercise its powers under these Conditions, including the right:

(a) to comply with any law, regulation, order, directive, notice or request of any government agency (whether or not having the force of law) requiring the Bank to take or refrain from action and nothing herein will remove, exclude or restrict any rights of the Customer under such law;

(b) on behalf of the Customer, to withhold and/or make payment of any taxes or duties payable on or in respect of the Securities;

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(c) not to notify the Customer of any Corporate Action information received by the Bank referred in Condition 4.1(c) of this Schedule;

(d) in the absence of or delay in receiving Instructions from the Customer in response to a notification and request in accordance with Condition 4.1(c) of this Schedule, to act or refrain from acting in accordance with the default option as specified in the notification and request;

(e) to co-mingle the Securities with the property of other owners;

(f) to return to the Customer Securities which may not have the same serial number or identification as those originally deposited with or received by the Bank;

(g) to participate in and to comply with the rules and regulations of any depository and system which provides central clearing and settlement facilities in respect of Securities and to hold the Securities in any such depository or system without the Bank incurring any liability for any acts or omissions on the part of the manager or operator of such system or depository; and

(h) to take action or not to take action in order to comply with any Applicable Regulation or Market Requirement.

5.2 Where any Securities are held in the Bank's name or the name of any nominee of the Bank, unless the Bank receives an Instruction (which will be deemed to include the default option specified in any notification and request for Instructions), the Bank will not attend any meeting or exercise any voting or other rights including the completion of proxies.

5.3 The Bank may appoint any other person as its nominee or agent to perform any of the Investment Services on its behalf and may delegate any of its powers under these Conditions to such person but, in such a case, the Bank will remain liable for the negligence or wilful default of any such appointee as if no such appointment had been made.

5.4 In performing the Investment Services, the Bank will exercise the same degree of care as it exercises in respect of its own property save as may otherwise be provided in these Conditions.

5.5 The Customer agrees that the Bank is authorised to disclose any information it has concerning the Customer, any Securities and the Investment Services to any other person appointed by it in connection with the Investment Services.

5.6 Where the Bank accepts foreign listed Securities, the Bank will have no duty to ascertain the nationality or the location of domicile or residence of the owner of the Securities (including that of the Customer) or whether Securities deposited are approved for foreign ownership or are subject to any other restriction unless specifically instructed by the Customer.

6 Reports Statements and Information

6.1 The Bank will provide the Customer with such reports and statements concerning the Securities at least on a monthly basis and on request by the Customer. The Bank may provide the reports and statements by placing them in the Customer's online internet banking profile, by email or post.

6.2 The Bank and the Customer hereby undertake to notify the other in the event of any material change to any information provided to the other in connection with this Investment Services Account.

6.3 After effecting a securities transaction, the Bank will make available the essential features of the transaction as soon as reasonably possible through such means or mediums provided by the Bank from time to time. The Customer will check the essential features of the securities transaction by himself through such means or mediums provided by the Bank. The Customer accepts that the Bank is not obliged to confirm with the Customer the essential features of the securities transaction otherwise than in accordance with the foregoing.

6.4 The Bank will provide a contract note to the Customer in accordance with applicable regulatory requirements after effecting a securities transaction. Where the contract note refers to a settlement date, if settlement cannot take place on that date because a Force Majeure Event takes place (including but without limitation that a gale warning or black rainstorm warning is in force) on that date, the settlement date will be deferred to the next trading day without being affected by such Force Majeure Event.

6.5 In relation to any product listed or traded in the US as the Bank may determine from time to time, the Customer accepts that:

(a) where an Instruction is executed at more than one (1) price, subject to applicable Market Requirements, the contract note of the relevant transaction may record only the average price of all the executed prices;

(b) the average price may be rounded off as the Bank considers appropriate; and

(c) the total consideration will be calculated based on the rounded average price and may be rounded off as the Bank considers appropriate.

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7 Instructions

7.1 The Bank is authorised but not obliged to act on Instructions given, or purported to be given by the Customer or any of them where the Customer comprises more than one person. Instructions may be given during the times advised by the Bank to the Customer which the Bank may vary from time to time.

7.2 The Bank may, at its discretion, accept Instructions reasonably believed by it to have emanated from the Customer in which case, if it acts in good faith on such Instructions, such Instructions will be binding on the Customer and the Bank will not be liable for doing so, whether or not the Instructions were given by the Customer and the Bank will not be under any duty to verify the identity of the person(s) giving those Instructions.

7.3 The Bank will not be under any obligation to accept any Instruction to purchase any Securities unless:

(a) there are sufficient monies held in cleared funds and/or due to be received under any sale of Securities transaction(s) to the credit of the Cash Account to meet any purchase price together with any estimated expenses to be incurred in connection with such purchase; or

(b) there are sufficient available credit facilities provided by the Bank to meet such purchase price and expenses and all terms and conditions relating to such facilities have or will have been satisfied in the opinion of the Bank.

7.4 The operation of the Cash Account, in particular the manner in which and the times during which credits to and withdrawals from the Cash Account may be made, may be subject to restrictions as advised by the Bank to the Customer which the Bank may vary from time to time.

7.5 The Bank will not be under any obligation to act on any Instruction to sell any Securities unless sufficient amount of such Securities are held in the Bank's nominee name, or that of the Bank's nominee and/or due to be credited to the Securities Account under any purchase transaction(s) which are not subject to any charge, lien or other security interest in favour of any person including the Bank.

7.6 Any Instruction for the purchase or sale of any Securities will only be accepted if it is for completion on the day of Instruction if it is received before the relevant 'cut-off' time as provided in Condition 7.7 of this Schedule. Where for whatever reason such Instruction has not been executed (or any unexecuted part of any such Instruction in the case of a partially executed Instruction), it will be deemed to lapse at the expiry of the trading date specified in any such Instruction. If the date of Instruction is a public holiday, the Bank will execute the Instruction on the first Business Day thereafter.

7.7 Any Instruction for the sale or purchase of any Securities for execution on the date of Instruction must be received before any relevant 'cut-off' time in respect of any relevant exchange or market.

7.8 All other Instructions will be given so as to allow the Bank sufficient time to comply.

7.9 Without limiting or reducing the Bank’s rights under other provisions of these Conditions, the Bank has the right without giving reason:

(a) (either directly or via any agent or nominee) not to (1) act on any Instructions to requisition any meeting of or propose or second any resolution at any meeting of any issuer of Securities or products, or (2) take any other action as registered or nominee holder of any Securities or products, in each case if such action would in the Bank’s opinion materially prejudice the Bank’s position or reputation (or that of any relevant agent or nominee). The Bank (either directly or via any agent or nominee) will inform the Customer of its decision not to act as soon as practicable after receipt of the relevant Instructions or of notice of the relevant meeting. The Bank is not liable for any losses incurred or suffered by the Customer or any other person as a result of the benefit of such corporate action not being obtained or voting rights not being exercised; and

(b) not to provide any custodian or withdrawal service for Securities or products listed or traded in the US.

8 Bank's Duties — Instructions

The Bank will act on Instructions as soon as reasonably possible but will not be liable for any Loss, damage or expense or consequential loss, damage or expense suffered by the Customer (including without limitation any Loss, damage or expense suffered or incurred as a result of any change in the price of any Securities between the time of giving or receipt of any Instruction to or by the Bank and the time at which such Instruction is acted on) by virtue of any delay in acting on any Instruction or any partial completion of or failure or inability to act on any Instruction for whatsoever reason unless such delay is caused by the Bank's negligence (including without limitation any failure or Error of any computer or electronic system or equipment).

9 Purchase and Sale Instruction

9.1 On receipt of any Instruction to purchase Securities pursuant hereto the Bank acting in good faith will forthwith calculate the sums required to meet such purchase Instruction plus an estimate of the sums required to meet any Tax, duty or other expenses in connection with such purchase. Following such calculation, the following provisions will apply:

(a) The Bank will be entitled to set off over an amount equivalent to such sum available in the Cash Account or any other account maintained by the Customer or any of them with the Bank (in the form of credit

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balance and/or credit facility) against all actual or contingent liabilities incurred by the Bank as a consequence of the said Instruction including any liability to pay the purchase price and other expenses to any third party.

(b) Until completion of the said purchase the Customer will not be entitled to withdraw all or any part of the said amount and the said amount will not constitute a debt owed by the Bank to the Customer.

(c) The Customer hereby charges the said amount in favour of the Bank as security for the Bank's actual or contingent liabilities in respect of the said purchase monies and anticipated purchase expenses.

9.2 On receipt of any Instruction to sell Securities pursuant hereto, the Bank will be entitled to debit the Securities Account with the relevant Securities on or (at the Bank's sole discretion) at any time before completion of the said sale. The Customer acknowledges that the Customer will not be entitled to withdraw or in any way deal with all or any part of such relevant Securities (which will be held on trust for the Bank) until completion of the said sale.

10 Cancellation of Instructions

The Bank will not be obliged to act on any Instruction for cancellation, variation or amendment of any Instruction already given to the Bank nor be responsible or liable to the Customer for any Loss or expense suffered or incurred by the Customer if the original Instruction has already been completed or in the opinion of the Bank, the Bank has insufficient time or is unable to act on such Instruction to cancel, vary or amend the original Instruction.

11 Limitations on Liability and Indemnity

11.1 The provision of the Investment Services does not constitute the Bank a trustee and the Bank will have no trust or other obligations in respect of the Securities except those contained in these Conditions.

11.2 The Bank is under no duty to examine or verify the validity of the ownership of or title to any Securities and will not be liable in respect of any defect in ownership or title.

11.3 Neither the Bank nor any of its market information providers will be liable for any taxes or duties payable on or in respect of the Securities nor for the management of or any diminution in the value of the Securities.

11.4 The Bank will not be liable for Loss of any kind which may be incurred by the Customer as a result of the provision of the Services by the Bank in accordance with Instructions or the Customer's failure to provide complete, accurate and up-to-date information requested by the Bank in discharging its regulatory or legal duties (including but not limited to the Customer Financial Information under Condition 3.5 of this Schedule); nor, in any other case (including without limitation any delay, Error or failure in making available the essential features of a securities transaction as provided in Condition 6.3 of this Schedule), unless due to the negligence or wilful default of the Bank or any other person appointed by it or their respective officers or employees.

11.5 The Customer will indemnify the Bank, its market information providers, any other person appointed by it and their respective officers and employees against all claims, liabilities, damages, losses, costs and expenses of any kind which may be incurred by any of them and all actions or proceedings which may be brought by or against any of them in connection with the provision of the Investment Services and/or as a result of any default by the Customer in the performance of these Conditions (including without limitation to the generality of the foregoing, any costs incurred or actions or proceedings brought as a result of the Customer failing to maintain sufficient Securities in the Securities Account) and/or the enforcement of these Conditions and/or the Customer's failure to provide complete, accurate and up-to-date information requested by the Bank in discharging its regulatory or legal duties (including but not limited to the Customer Financial Information under Condition 3.5 of this Schedule) unless due to the negligence or wilful default of the Bank, any other person appointed by it or their respective officers or employees and this indemnity will continue despite the termination of these Conditions.

11.6 The Bank may at its discretion and subject to any conditions it may require agree to include in the Securities, Securities which are not fully paid. Where such Securities are included in the Securities, the Customer will indemnify the Bank and any other person appointed by the Bank against all claims, liabilities, damages, costs and expenses of any kind which may be incurred by them as a result. In particular, (but without limitation) the Customer agrees to pay to the Bank on demand or as specified by the Bank the amount of any call received by the Bank or any such person in respect of any such Securities:

(a) It is the Customer's sole responsibility to handle and/or fulfil any local, overseas or worldwide Tax issues, liabilities and/or obligations under all applicable laws (including, without limitation, Tax reporting, filing relevant Tax return(s), paying any applicable Tax and dealing with any application for Tax Reclaim Arrangement) arising from or in connection with trading, holding, disposing of or otherwise dealing with Securities or investment via the Bank. Customers must seek independent professional advice from their own Tax advisors to determine their Tax position, liabilities and obligations in relation to the relevant Securities or investments. The Bank assumes no responsibility for advising on or handling such Tax issues, liabilities and/or obligations nor will the Bank provide any service or assistance in this regard. In this Condition 11.6, "**Tax Reclaim Arrangement**" means any Tax refund, Tax concession, Tax differences reclaim, preferential Tax treatment or the like, including any Tax credit or refund or a reduced Tax rate or preferential Tax treatment on interest, dividend, or any other distribution, proceeds or gains from any investment or transaction contemplated under this Schedule and any Tax differences reclaim as a result of any change of nationality or domicile or Tax residency.

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(b) In particular, the Customer agrees and accepts that, unless otherwise specified by the Bank, in no circumstances will the Bank or any of its nominees, custodians and/or agents be under any obligation or responsibility to apply for, or assist in the application for, any Tax Reclaim Arrangement that may be available to the Customer. The Customer agrees and accepts that neither the Bank nor its nominees, custodians and/or agents will be held liable for the loss of Tax Reclaim Arrangement or any other Loss, damages, costs and/or expenses incurred or suffered by the Customer in this regard.

(c) Notwithstanding the above but without prejudice to the full force of the foregoing provisions, if the Bank so requests at its absolute discretion, the Customer will complete, provide information, sign and file any Tax forms, certificates or documents which the Bank or any of its nominees, custodians and/or agents is required by any tax authority of any applicable jurisdiction to submit in respect of the Customer in connection with any investment or transaction made on behalf of the Customer pursuant to these Conditions. The Customer agrees to cooperate with the Bank, its nominees, custodians and/or agents and provide the necessary information and assistance to them or any of them for such purposes.

11.7 If the Customer is or becomes a US Person:

(a) the Bank has the right to suspend or terminate any or all Investment Services with respect to any product listed or traded in the US or with US source income or the relevant Accounts (or both). The Bank is not liable for any losses, costs, fees or expenses of any kind that the Customer may incur or suffer in connection with such suspension or termination; and

(b) the Bank has the right (but has no obligation) to make or handle any tax reporting in relation to the relevant product on the Customer's behalf.

12 Customer Representations and Warranties and Acknowledgements

12.1 The Customer represents and warrants as follows:

(a) that the Customer is not resident or incorporated in a country where there is any restriction on the Customer's purchase of any Securities. If the Customer becomes resident in any such country or is otherwise subject to such restrictions, the Customer will inform the Bank immediately and will if so required by the Bank sell or redeem any such restricted Securities;

(b) that the Customer when purchasing or dealing in any Securities will ensure that the Customer is not subject to, and is not acting on behalf of any person who is subject to any prohibition against the purchase or dealing in any such Securities; and

(c) that the Customer is acting as principal in relation to the Investment Services.

12.2 If the Customer trades products listed or traded in the US:

(a) The Customer confirms the following matters:

(i) The Customer is not a US Person.

(ii) The Customer is not a director or officer of a company listed on any stock exchange in the US, or a shareholder who holds 10% or more of the interests in the shares of such a company.

(iii) The Customer is not:

(A) registered or qualified with the Securities and Exchange Commission of the United States of America, the Commodities Futures Trading Commission of the United States of America, any state securities agency, any securities exchange or association, or any commodities or futures contract market or association;

(B) engaged as an "investment advisor" as that term is defined in Section 202(11)(a) of the Investment Advisor's Act of 1940 (as may be amended from time to time), whether or not the Customer is registered or qualified under that Act; or

(C) employed by a bank or other organisation exempt from registration under Federal or state securities laws to perform functions that would require the Customer to be so registered or qualified if the Customer were to perform such functions for an organisation not so exempt.

(iv) Any securities or products delivered or pledged by the Customer or the Customer's transfer agent to the Bank will be free from any lien, charge, claim or other encumbrance or restriction other than a lien imposed on all securities or products by the applicable clearing house or depository. These restrictions may include:

(A) the volume limitations and manner of sale limitations set out in Rule 144 of the Securities Act of 1933 (as may be amended from time to time);

(B) any requirement to obtain consent from any person or entity for a sale, pledge, assignment or other transfer of such securities;

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(C) any limitation on the type or status of any purchaser, pledgee, assignee or transferee of such securities;

(D) any requirement to deliver any opinion of counsel, notice or other documentation to the issuer, registrar or any other person prior to a sale, pledge, assignment or other transfer; and

(E) any registration or qualification requirement or prospectus delivery requirement pursuant to applicable securities laws.

(b) The Customer agrees to the following matters:

(i) If the Customer becomes a US Person, the Customer should notify the Bank promptly. The Customer should also transfer out from the Bank or otherwise dispose of all of the Customer's holdings in products listed or traded in the US within one (1) month of becoming a US Person (or any other period as the Bank determines). The Customer accepts that in that case all the income, interest, proceeds and distributions arising from the products will be subject to the maximum withholding tax rate (or any other withholding tax rate as the Bank determines).

(ii) if the Customer becomes engaged, registered, qualified or employed in the manner set out in paragraph (a)(ii) or (a)(iii) above, the Customer should notify the Bank promptly. If the Customer is or become deemed by any US Market Data Provider to be engaged, registered, qualified or employed in that manner, the Bank has the right to pass on to the Customer any additional market data subscription fees and any other costs and expenses incurred as a result of or in connection with the Customer's status.

12.3 The Customer acknowledges the following risk disclosure statements:

(a) Risk of Securities Trading. The prices of Securities fluctuate, sometimes dramatically. The price of a Security may move up or down, and may become valueless. It is as likely that losses will be incurred rather than profit made as a result of buying and selling Securities.

(b) Risk of Trading Growth Enterprise Market Stocks. Growth Enterprise Market ("**GEM**") stocks involve a high investment risk. In particular companies may list on GEM with neither a track record of profitability nor any obligation to forecast future profitability. GEM stocks may be very volatile and illiquid. There may be risks arising out of the emerging nature of GEM Companies and the business sectors or countries in which the companies operate. The Customer should make the decision to invest only after due and careful consideration. The greater risk profile and other characteristics of GEM mean that it is a market more suited to professional and other sophisticated investors. Accordingly, the Customer needs to have access to up-to-date information on GEM-listed companies. Current information of GEM stocks may only be found on the internet website operated by The Stock Exchange of Hong Kong Limited. Companies listed on GEM are usually not required to issue paid announcements in gazetted newspapers. This risk disclosure statement does not purport to disclose all the risks and other significant aspects of GEM. The Customer should undertake the Customer's own research and study on the trading of Securities on GEM before commencing any trading activities. The Customer should seek independent professional advice if the Customer is uncertain of or has not understood any aspect of this disclosure statement or the nature and risks involved in trading of GEM stocks.

(c) Risk of Client Assets Traded, Received or Held Outside Hong Kong. Securities that are foreign listed securities and are traded, received and/or held outside Hong Kong are subject to the applicable laws and regulations of the relevant overseas jurisdiction that may be different from the Securities and Futures Ordinance (Cap. 571) of the Laws of Hong Kong and the rules made thereunder in Hong Kong. Consequently, such Securities may not enjoy the same protection as that conferred on Securities traded, received or held in Hong Kong.

(d) Risk of Trading Nasdaq-Amex Securities at The Stock Exchange of Hong Kong Limited. The securities under the Nasdaq-Amex Pilot Program ("PP") are aimed at sophisticated investors. The Customer should consult the licensed or registered person and become familiarised with the PP before trading in the PP securities. The Customer should be aware that the PP securities are not regulated as a primary or secondary listing on the Main Board or the Growth Enterprise Market of The Stock Exchange of Hong Kong Limited.

(e) Risk relating to trading of products listed or traded in the US:

(i) A product listed or traded in the US is subject to US Laws and the rules of the relevant exchange or market in the US, in addition to the Applicable Regulations and Market Requirements in Hong Kong.

(ii) The Customer should seek advice from its own consultants or professional advisers regarding the relevant US Laws and rules of the relevant exchange or market in the US as the Customer considers necessary. The Customer shall refrain from trading a product listed or traded in the US if in doubt.

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(iii) Market data relating to products listed or traded in the US including prices, quotes and transaction volume may not be up-to-date.

13 Fees and Expenses

13.1 The Customer will pay fees to the Bank for the provision of the Investment Services as is advised to the Customer by the Bank upon the opening of this Investment Services Account and as may be varied upon 30 days' prior notice to the Customer.

13.2 The Customer will also pay to the Bank all other expenses incurred by the Bank or any other person appointed by it in the provision of the Investment Services. A certificate as to the nature and amount of such expenses issued by the Bank will be conclusive evidence against the Customer of such expenses.

13.3 Without prejudice to any other rights under these Conditions if any of the fees and expenses referred to in Conditions 13.1 and 13.2 of this Schedule or incurred or owing pursuant to these Conditions remain outstanding after they have become due and payable the Bank will be entitled to debit automatically and/or set off against any account of the Customer with the Bank in or towards settlement.

14 Power to Debit

In addition to any other rights the sums payable in respect of any transaction, including the payment of any fee payable to the Bank or any person employed by the Bank may be debited to the Cash Account and in the event that such debiting causes such account to be overdrawn then interest will be payable at such rate as the Bank will determine and will in the absence of agreement to the contrary be repayable on demand. Any sale proceeds, dividend received by the Bank in respect of the Services will be credited to the Cash Account.

15 Commission

The Customer agrees that the Bank may accept from any stockbroker(s) or underwriter(s) or any other third party engaged in any transaction authorised in accordance with these Conditions any rebate or reallowance of any brokerage or commission payable in respect thereof. The Customer further agrees that the Bank will be entitled to retain any interest generated on any payment(s) made by/to the Customer pending transfer to the Cash Account (or any other account maintained by the Customer or any of them with the Bank) or to stockbrokers, underwriters and/or fund houses to effect an Instruction hereunder.

16 Termination of Investment Services Account

16.1 The provision of the Services may be terminated by the Bank giving not less than 30 days' notice in writing to the Customer or by the Customer revoking the Customer Authority by giving not less than 30 days' notice in writing to the Bank.

16.2 The Bank may also by giving notice in writing to the Customer any time (save in the case of any event referred to in sub-Condition (f) below when no such notice need to be given) on the occurrence in the opinion of the Bank of any of the following events exercise any or all of the rights contained in Conditions 16.3 and 16.4 of this Schedule and/or terminate or suspend the Investment Services or any part thereof with immediate effect:

(a) any breach of these Conditions by the Customer; or

(b) any failure by the Customer or any of them to pay monies of whatever nature when due under these Conditions, to pay any purchase monies when due, or to pay when due any other monies payable by the Customer to the Bank of whatever nature; or

(c) the filing of a petition in bankruptcy, winding up or the commencement of any analogous proceedings against the Customer or any of them; or

(d) the levying of any attachment against the Cash Account or any of the Securities; or

(e) any dispute or proceedings between any of the persons making up the Customer where there is more than one; or

(f) any other matter or event including any Applicable Regulation which in the opinion of the Bank renders termination necessary or advisable in the interests of the Bank.

16.3 On the occurrence of any of the events described in Condition 16.2 of this Schedule the Bank may at its discretion:

(a) cancel any outstanding Instruction(s); or

(b) close any outstanding contracts entered into on behalf of or with the Customer; or

(c) exercise any of its rights under Condition 16.4 of this Schedule.

16.4 As provided in Conditions 16.2 and 16.3(c) of this Schedule the Bank may at its discretion without prejudice to any other rights under these Conditions or any other agreements:

(a) without prior notice to the Customer set off over or withhold any monies held to the credit of the Cash Account or resulting from the sale of any Securities in respect of any other monies due, owing or payable

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to the Bank by the Customer of whatever nature, including all sums payable pursuant to these Conditions; or

(b) without notice to the Customer combine or consolidate the Cash Account with any other account(s) held by the Customer with the Bank.

16.5 Any termination of the Investment Services Account and any withdrawals of the Securities, whether or not following termination of the Investment Services Account will be without prejudice to the right of the Bank to settle any transactions entered into or to settle any liability incurred by the Customer under these Conditions or by the Bank on behalf of the Customer prior to termination.

17 Prices

17.1 Prices of Securities listed on the Hong Kong Stock Exchange are provided by The Stock Exchange of Hong Kong Limited and prices of unit trusts are provided by the related fund houses. Prices of products listed or traded in the US are provided by US Market Data Providers. While the Bank and its market information providers endeavour to ensure the accuracy and reliability of the prices quoted, no guarantee as to their accuracy is given and no liability (whether in tort or contract or otherwise) is accepted for any Loss or damages arising from any inaccuracies or omissions.

17.2 Any price of any Securities quoted by the Bank in response to any enquiry by the Customer is for reference only and will not be binding on the Bank or any of its market information providers. The Bank will be entitled to act on any Instruction for the sale and purchase of any Securities even if the price of such Securities has changed to the disadvantages of the Customer between the time of receipt of such Instruction and the time at which the Bank or its agent completes any such sale or purchase.

17.3 No Customer who has obtained quotes of the prices of any Securities from the Bank will:

(a) disseminate such quotes (or any part thereof) to any other person;

(b) use or permit the use of such quotes (or any part thereof) for any illegal purpose;

(c) use such quotes (or any part thereof) other than for the Customer's own personal use; or

(d) use such quotes (or any part thereof) in relation to any trading or dealing of Securities otherwise than through the Bank.

18 Customer Consent to Lend Securities

18.1 In case the Customer expressly gives consent to the Bank to lend Securities owned by the Customer, the Bank will remain fully liable for the return of equivalent Securities to the Investment Services Account of the Customer free of any encumbrances or liens of any nature.

18.2 The term of the Customer's consent to lend Securities under Condition 18.1 of this Schedule will be for a period of twelve (12) months and may be renewed by the Customer's written consent on its anniversary for, in each instance, a further twelve (12) months.

19 No Fiduciary Relationship

Where the bank acts as custodian or has discretion in managing the Customer's assets (if any), notwithstanding any other provisions contained in these Conditions or any other arrangements the Customer has with the Bank, the Customer acknowledges that:

(a) such services provided by the Bank do not constitute a fiduciary relationship between the Bank and the Customer; and

(b) the Bank shall, in no circumstances, be required to undertake any action that could possibly characterise the Bank as a fiduciary to the Customer.

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Schedule XIII Deposit Plus

1 General

1.1 This Schedule, the MSA, the Hong Kong SAR Local Conditions and Schedule I apply to Time Deposits and Deposit Plus deposits ("**Deposits**"). The Conditions of the other Schedules continue to apply to Time Deposits and Deposit Plus to the extent that they are relevant and consistent with the provisions of this Schedule. In the event of any inconsistency, this Schedule prevails over the Conditions of the other Schedules including the Time Deposit Terms and the other applicable documents above, except Condition 11 of Schedule I.

1.2 The Conditions in this Schedule are supplemental to the Conditions for Time Deposits ("**Time Deposit Terms**") in force from time to time and, which, together with the Time Deposit Terms, will apply to all Deposits.

2 Deposits

2.1 Deposits may be made in such currency as the Bank may agree at its absolute discretion. The Bank may impose such additional conditions in relation to any Deposit as the Bank thinks fit in respect of the Deposit Currency and/or the Linked Currency, such additional terms to be contained in the relevant Confirmation.

2.2 Each Deposit must be of not less than the minimum amount specified by the Bank from time to time.

2.3 The terms of each Deposit will be subject to the terms of each separate Confirmation to be issued in respect of each Deposit. The terms of each Confirmation will be read with these Conditions and the Time Deposit Terms and will be deemed to form a single agreement between the Bank and the Customer. In the event of any conflict between these Conditions, the Time Deposit Terms and a Confirmation, the terms of the Confirmation will prevail.

2.4 Any repayment of a Deposit (whether on maturity or otherwise) as provided in Condition 3 (Returns and Currency of Deposit) of this Schedule will be paid to the credit of an account with the Bank in Hong Kong unless the Bank will at its sole discretion agree to the contrary.

3 Returns and Currency of Deposit

3.1 On the Maturity Date the Bank will pay to the Customer for value on the Maturity Date, subject as provided below, for the credit of such account with the Bank as the Customer will have nominated in any disposal instructions (or if the Customer has not nominated an account or the nominated account has been closed, such other account of the Customer as the Bank will decide), the principal amount of the Deposit and interest thereon calculated in accordance with Conditions 3.2and 3.3 of this Schedule.

3.2 Interest will be calculated on the principal amount of the Deposit on the basis of the number of days in the Interest Period (or which have elapsed prior to any breaking of the Deposit for whatever reason) and the relevant Interest Year.

3.3 Interest will accrue at the rate specified in the relevant Confirmation.

3.4 The Deposit and interest payable thereon will be repaid in the Deposit Currency where:

(a) the Final Exchange Rate is less than or equal to the Conversion Rate, if the Relevant Rate specified in the relevant Confirmation is the amount of the relevant Linked Currency for one unit of the relevant Deposit Currency; or

(b) the Final Exchange Rate is greater than or equal to the Conversion Rate, if the Relevant Rate specified in the relevant Confirmation is the amount of the relevant Deposit Currency for one unit of the relevant Linked Currency.

The Deposit and interest payable thereon will be repaid in the Linked Currency where:

(a) the Final Exchange Rate is greater than the Conversion Rate, if the Relevant Rate specified in the relevant Confirmation is the amount of the relevant Linked Currency for one unit of the relevant Deposit Currency; or

(b) the Final Exchange Rate is less than the Conversion Rate, if the Relevant Rate specified in the relevant Confirmation is the amount of the relevant Deposit Currency for one unit of the relevant Linked Currency.

4 Withdrawals

A Deposit may not be withdrawn prior to its Maturity Date without the consent of the Bank. The Bank may at its absolute discretion refuse to give such consent, or impose such conditions as the Bank may determine for the withdrawal of such Deposit, such conditions to include (without limitation) the deduction of such breakage costs as the Bank will determine conclusively acting in good faith. Such breakage costs will include the costs, expenses, liabilities or Loss incurred or suffered by the Bank as a consequence of breaking its hedge, or funding from other sources in respect of the Deposit and/or in respect of the Linked Currency and therefore the total amount repaid on withdrawal may be less than the principal amount of the Deposit.

5 No Renewal

There can be no automatic renewal of Deposits.

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6 Representations and Warranties

Any Customer which is a body corporate hereby represents and warrants that it has the authority and power to enter into these Conditions and to make the Deposit, that it has taken all necessary corporate steps to authorise the execution hereof and that the terms hereof are legally binding upon it and are fully enforceable against it.

7 Waiver

No act or omission by the Bank will affect its rights, powers or remedies hereunder or any further or other exercise of such rights, powers or remedies.

8 Force Majeure

If the Bank is prevented from, hindered or delayed by reason of force majeure or act of state, in the performance of any of its obligations under these Conditions or any Confirmation, the Bank will not be under any liability to the Customer for any Loss, damage, cost or expense incurred by the Customer due to the inability or failure of the Bank to perform any such obligation.

9 Invalidity, Illegality or Unenforceability

In the event that any one or more of the provisions contained in these Conditions or any Confirmation should be held invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions hereof or thereof will not in any way be affected or impaired thereby.

10 Certificates

The Bank's certificate as to the amount of any sum payable by the Bank or to the Bank pursuant hereto will be conclusive save in the case of manifest Error.

11 Tax

Any return, principal and/or interest will be paid subject to any deduction or withholding in respect of Tax required to be made by law. The amount of Tax deducted (if applicable) will be advised each time any return, principal and/or interest is paid.

12 Risk Disclosure Statement

The net return on the Deposit will depend upon market conditions prevailing at the Fixing Time on the Fixing Date. The Customer must be prepared to risk any Loss as a result of depreciation in the value of the currency paid. Such Loss may offset the interest earned on the deposit and may even result in losses to the principal amount of the Deposit. If the Customer has any concerns about this product the Customer should consult its professional advisers.

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Schedule XIV Structured Investment Deposits

1 General

This Schedule, the MSA, the Hong Kong SAR Local Conditions and Schedule I apply to the Customer's purchase, sale or other use of a SID Deposit. The Conditions of the other Schedules continue to apply to SID Deposit to the extent that they are relevant and consistent with the provisions of this Schedule. In the event of any inconsistency, this Schedule prevails over the Conditions of the other Schedules and other applicable documents above, except Condition 11 of Schedule I.

Sub-Schedule (A) – General Terms & Conditions for Structured Investment Deposits

1 General Provisions

1.1 The conditions set out in this Sub-Schedule (A) govern all SID Deposits. In addition, Supplemental Conditions where appropriate apply to each relevant type of SID Deposit which the Bank makes available. An Appendix to such Supplemental Conditions and/or the SID Conditions sets out the methodology for determining the Redemption Amount, Return and/or other similar factors in respect of the relevant SID Deposit. Where the Customer places a deposit which is accepted as a SID Deposit by the Bank, a confirmation in respect of the SID Deposit setting out details such as the principal amount of the SID Deposit, and incorporating by reference the relevant Appendix, will be issued to the Customer.

1.2 It is anticipated that in addition to any Supplemental Conditions and Appendices set out herein or herewith, further Supplemental Conditions and further Appendices, all of which supplement and form a part of these Conditions, will be produced from time to time.

1.3 These Conditions, each set of Supplemental Conditions, and each Appendix (as well as the form of any confirmation used) are subject to change as per these Conditions.

1.4 In the event of any conflict, the documentation will govern in the following order:

(a) the relevant confirmation;

(b) the relevant Appendix;

(c) the relevant Supplemental Conditions;

(d) the SID Conditions; and

(e) the Conditions.

The English and Chinese language versions of all such documents will bear equal weight for the purposes of these SID Deposits only.

2 SID Deposits

2.1 SID Deposits may be made in such currencies as the Bank may allow, with such minimum initial deposit and in multiples of such minimum amounts as the Bank may decide, from time to time.

2.2 SID Deposits are to be placed for such SID Deposit Periods as the Bank may allow from time to time.

2.3 Funds in respect of a SID Deposit must be received before the Cut-off Time for the relevant SID Deposit Period. Subject to the terms hereof, such funds will be held in an interest-bearing account as a Time Deposit to which the relevant terms hereof will apply, until the relevant SID Deposit Date. Details of interest rates payable will be available upon request. Once funds have been received for the purposes of making a SID Deposit, they may not be withdrawn except in accordance herewith. Subject to the terms hereof, the Reserved Amount will on the SID Deposit Date be placed as a SID Deposit.

2.4 No SID Deposit (including the principal amount of any such SID Deposit and any Return or Redemption Amount payable in respect of such SID Deposit) can or will be automatically renewed for any subsequent SID Deposit Period.

2.5 The Bank reserves the right, in its sole discretion, on or before a SID Deposit Date either not to accept any funds received (including any Reserved Amount), or to accept only part of such funds, as a SID Deposit (whether or not funds are accepted in whole or in part from any other customer as such SID Deposit). In the event of such non-acceptance, the Bank will notify the Customer as soon as practicable and any funds received but not accepted as a SID Deposit will be placed in the Disposal Account.

3 Withdrawal of SID Deposits

3.1 A SID Deposit, or any part thereof, may not be withdrawn without the Bank's consent prior to the SID Maturity Date relating to the current SID Deposit Period.

3.2 Where the Bank permits the Customer to redeem a SID Deposit prior to the relevant SID Maturity Date ("**Early Redemption**"), the terms on which such Early Redemption will be permitted will be set out in the relevant Appendix. Note that it is likely that the Return upon such Early Redemption will be lower than if the SID Deposit had been kept in place until the relevant SID Maturity Date (and may be negative).

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3.3 The Bank will have the discretion to uplift a SID Deposit or any part thereof prior to the SID Maturity Date, and (subject to the deduction of such break costs or the addition of such proportion of the Return or Redemption Amount, as the Bank will conclusively determine to be deductible or to have accrued, which may result in a figure less than the original principal amount of the SID Deposit) place the relevant funds in the Disposal Account or otherwise on interest bearing deposit if it determines, in its sole discretion, that this is necessary or appropriate to protect any right of the Bank to combine accounts or set off, or any security interest, or to protect the Customer's interests.

4 Return and Redemption Amount

4.1 Interest may not be paid on a SID Deposit at a predetermined rate. Instead, a Return calculated in accordance with the relevant Supplemental Conditions (and/or the relevant Appendix), will be payable on maturity.

4.2 In relation to certain types of SID Deposit, the total amount repayable on maturity is expressed as a Redemption Amount. Such Redemption Amount may, in certain circumstances, depending upon the capital protection provisions which may be applicable, be greater than or less than the original principal amount of the SID Deposit.

4.3 The Bank will notify the Customer of the amount of the Return or Redemption Amount payable on or in respect of a SID Deposit as soon as practicable after the SID Maturity Date.

5 Calculations and Determinations

All rates, fixings and values required for the purposes of calculating a Return or Redemption Amount, and all other matters to be ascertained or established in respect of any SID Deposit, will be as conclusively determined by the Bank acting in a reasonable manner in accordance with prevailing market practices.

6 Participation Rate

The Participation Rate (if applicable), which (if applicable) may be different for each type of SID Deposit and for each choice of calculation of Return or Redemption Amount available to Customers, represents the percentage of the increase or decrease (as the case may be), if any, of the underlying index(es) or other reference(s), of which the Customer will receive the benefit over the SID Deposit Period and which is to be used in calculating the Return or Redemption Amount in accordance with the relevant formula set out in the relevant Supplemental Conditions and/or the relevant Appendix. It will be affected by a number of variables such as interest rates, currency exchange rates, market volatility and dividend/coupon yield and will therefore change for each SID Deposit Period.

7 Fees

The Bank reserves the right to impose service fees, facility fees and/or other charges from time to time as the Bank in its absolute discretion thinks fit. The Bank will notify the Customer of any fees or charges imposed (or of any changes to such fees or charges) at least one (1) month in advance. Such fees will not apply in respect of a specific SID Deposit already placed with the Bank during the term of that SID Deposit.

8 Tax

Any Return, Redemption Amount and/or interest will be paid subject to any deduction or withholding in respect of Tax required to be made by law. The amount of Tax deducted (if applicable) will be advised each time any Return, Redemption Amount and/or interest is paid.

9 Waiver

No act or omission by the Bank will affect its right, powers or remedies hereunder or any further or other exercise of such rights, power or remedies.

10 Business Days

If any payment or calculation to be made or other action to be taken hereunder by the Bank and/or the Customer would otherwise fall on or by reference to a day which is not a Business Day, unless otherwise provided in the relevant Supplemental Terms, Appendix or Confirmation, it will be postponed until (or, as appropriate, by reference to) the first succeeding Business Day.

Sub-Schedule (B) – Supplemental Terms & Conditions for Currency-Linked Structured Investment Deposits

1 Return and Redemption Amount

The Redemption Amount will be calculated in accordance with the terms of the relevant Appendix to these Supplemental Conditions and be payable on the SID Maturity Date.

2 Interest

2.1 Interest on a SID Deposit in respect of any SID Deposit Period, if stated to be payable in the relevant Appendix to these Supplemental Conditions, will be calculated in accordance with the terms of the relevant Appendix setting out the structure selected by the Customer from those made available by the Bank from time to time, and will be payable on the SID Maturity Date.

2.2 Interest will accrue from and including the SID Deposit Date to but excluding the SID Maturity Date at the applicable Interest Rate per annum on the basis of the actual number of days that have elapsed during such period and in accordance with the prevailing market practices.

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3 Risk disclosure

3.1 The Return in relation to a SID Deposit will depend on the exchange rate movements of the relevant currencies prevailing at the fixing time(s) during or in respect of the relevant SID Deposit Period or such other period or periods as specified in the relevant Appendix. The foreign exchange rate(s) may go up or down during such period and this will affect the Return. The Return may be less than that which would have been payable on a time deposit for the same period and it is possible that no amount by way of return will be payable at all.

3.2 The Customer must be prepared to risk the interest that the Customer might otherwise have earned on money invested on a deposit and, in the case of a SID Deposit which is not 100% capital protected, the principal amount of the SID Deposit to the extent not so protected.

3.3 If the Customer have any concerns about SID Deposits, the Customer should consult the Customer's professional advisers.

4 Capital protection

The principal amount of SID Deposits under these Supplemental Conditions is (unless otherwise stated in the relevant Appendix) fully (i.e. 100%) capital protected on maturity. Subject to any provisions to the contrary in respect of Early Redemption, or early withdrawal by the Bank, and unless otherwise stated in the relevant Appendix, if the Return, calculated on maturity under the relevant formula in the Appendix, would be negative, it will not be deductible from the principal amount and, instead, will be deemed to be nil.

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Sub-Schedule (C) – Supplemental Terms & Conditions for Interest Rate-Linked Structured Investment Deposits

1 Redemption Amount

The Redemption Amount in respect of a SID Deposit will be calculated in accordance with the terms of the relevant Appendix and will be payable on the SID Maturity Date or such other day or days as specified in the relevant Appendix.

2 Interest

2.1 Interest on a SID Deposit in respect of any SID Deposit Period, if stated to be payable in the relevant Appendix, will be calculated in accordance with the terms of the relevant Appendix setting out the structure selected by the Customer from those made available by the Bank from time to time, and will be payable on the SID Maturity Date of the Deposit or at such other time or times as specified in the relevant Appendix.

2.2 Unless otherwise stated in the relevant Appendix, interest will accrue from and including the SID Deposit Date to but excluding the SID Maturity Date at the applicable Interest Rate per annum on the basis of the actual number of days that have elapsed during such period and in accordance with the prevailing market practices.

2.3 Where Interest Rate on a SID Deposit is calculated by reference to HIBOR or other reference rate (as such terms may be defined in the relevant Appendix) and the rate is not available for whatever reason, it will be conclusively determined by the Bank in good faith and in a commercially reasonable manner.

2.4 For the purpose of Condition 2.3 in this Sub-Schedule (C),

"HIBOR" means the Hong Kong interbank offered rate as of the Cut-off Time for Hong Kong Dollars and for a period equal in length to the SID Deposit Period quoted by the Bank.

3 Risk Disclosure

3.1 The Return in relation to a SID Deposit will depend on the interest rate movements of the relevant currencies prevailing at the fixing time(s) during or in respect of the relevant SID Deposit Period or such other period or periods as specified in the relevant Appendix. The interest rate(s) may go up or down during such period and this will affect the Return. The Return may be less than that which would have been payable on a time deposit for the same period and it is possible that no amount by way of return will be payable at all.

3.2 The Customer must be prepared to risk the interest that the Customer might otherwise have earned on money invested on a deposit and, in the case of a SID Deposit which is not 100% capital protected, the principal amount of the SID Deposit to the extent not so protected. If the Customer have any concerns about this product, the Customer should consult the Customer's professional advisers.

4 Capital Protection

The principal amount of SID Deposits under these Supplemental Conditions is (unless otherwise stated in the relevant Appendix) fully (i.e. 100%) capital protected on maturity. Subject to any provisions to the contrary in respect of Early Redemption, or early withdrawal by the Bank, and unless otherwise stated in the relevant Appendix, if the Return, calculated on maturity under the relevant formula in the Appendix, would be negative, it will not be deductible from the principal amount and, instead, will be deemed to be nil.

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Schedule XV Business Internet Banking

1 General

The Business Internet Banking Service will be made available to the Customer subject to these Conditions.

2 Business Internet Banking Service

2.1 The Customer, acting through Customer Delegate(s), may access the Business Internet Banking Service through the hsbc.com Site.

2.2 The Business Internet Banking Service enables the Customer to view certain accounts Online and to give the Bank instructions Online in relation to certain services that Customers receive from the Bank and certain accounts and products that the Customer has with the Bank. The Bank may also provide certain related or ancillary products and services to the Customer using the Business Internet Banking Service.

2.3 The Customer agrees to at all times, in addition to complying with these Conditions, exercise due diligence and good faith in using the Bank's Business Internet Banking and the Bank's Business Internet Banking Service.

2.4 If the Bank believes that the Customer or the Customer Delegates have in any way breached these Conditions, the Bank has the right to, without further notice, suspend or terminate the use of Business Internet Banking or Business Internet Banking Service by the Customer and/or any one or more of the Customer Delegates.

2.5 The Customer understands that the Services involve no solicitation of the sale or recommendation of, or advice on, any product from the Bank. All transactions that the Customer enters into through the Services are conducted on an execution-only basis and are based on the Customer's own judgment. The Bank does not have any duty to assess or ensure suitability of the products or the transactions that the Customer enters into. Any limitation of the Bank's obligation or duty in this Condition 2.5 of this Schedule is subject to compliance with all applicable law, regulation or regulatory guidelines or circulars.

2.6 Any solicitation or recommendation or suitability assessment the Bank may have made to or for the Customer in the past in relation to any product through channels outside the Services is valid only as at the time it was made, and the Bank cannot ensure on-going suitability of such product. If the circumstances relating to the Customer, such product or its issuer or market conditions change, the product may no longer be suitable for the Customer. Execution through the Services does not allow the Bank to confirm the validity of any such prior solicitation, recommendation or suitability assessment.

2.7 If the Customer wishes to receive a solicitation or recommendation from the Bank, the Customer should contact the Bank and, where relevant, the Bank will conduct a suitability assessment before transacting.

3 Registration Procedure

3.1 The procedure for registration of Customer Delegates is set out in the Business Internet Banking Customer Guide.

3.2 Failure to follow the procedure for registration of Customer Delegates set out in the Business Internet Banking Customer Guide may result in the Customer or any Customer Delegate being unable to access the Business Internet Banking Service.

4 Customer Instructions

Bank's rights and responsibilities

4.1 The Bank will only accept a Customer Instruction if it has been effected through the Business Internet Banking Service using the appropriate Password(s) in accordance with the Business Internet Banking Customer Guide, these Conditions and as otherwise prescribed by the Bank.

4.2 The Customer authorises the Bank to treat all apparently valid Customer Instructions received by the Bank as instructions properly authorised by the Customer, even if they conflict with the terms of any other mandates given by the Customer at any time concerning the Customer's accounts or affairs. Subject to the Bank's obligations in Condition 4.1 of this Schedule, the Bank is not required to check the authenticity of Customer Instructions or the authority of the person or persons giving them.

4.3 If the Customer requests the Bank to cancel or modify a Customer Instruction, the Bank will make all reasonable efforts to comply with the Customer's request. However, the Bank is not liable for any failure to cancel or modify the Customer Instruction if such request is received at a time or under circumstances that render the Bank unable to comply with the Customer's request.

4.4 The Bank is entitled to debit the Customer's accounts, wherever they are situated and whenever they are opened, with any amounts that the Bank has paid or incurred in accordance with a Customer Instruction.

4.5 The Bank may, in its absolute discretion and without liability, refuse to act on or delay acting on a Customer Instruction if any of the following occurs:

(a) it is a request or instruction the effect of which would be to exceed a limit imposed by the Bank upon the Customer generally or upon the Customer Delegate in question;

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(b) the Bank knows of or suspect a breach of security in respect of or in connection with the operation of one or more of the Customer's account or the Business Internet Banking Service generally; or

(c) the Bank has terminated these Conditions.

4.6 In the event that the Bank does not act on or delays acting on a Customer Instruction pursuant to Condition 4.5 of this Schedule, The Bank will notify the Customer of this as soon as is reasonably possible.

4.7 As part of certain of the Business Internet Banking Service, the Customer may issue a Customer Instruction requesting the Bank to forward certain information to third parties on its behalf. If the Bank agrees to act on such request, the Bank will use reasonable efforts to forward any such information to the recipient and address specified in the relevant Customer Instruction within a reasonable time of receipt of such Customer Instruction. The Customer must ensure information that the Customer asks the Bank to forward is complete, accurate and will not give rise to any Claim against the Bank (including without limitation any Claim in defamation, in relation to privacy or for infringement of any other third party rights).

4.8 If the Bank agrees that the Customer may communicate with the Bank or the Bank agrees to communicate with the Customer (or any third party) through email, the internet, or any other method (other than via Business Internet Banking), the Customer acknowledges the risks that any such communications may be intercepted, monitored, amended or otherwise interfered with by third parties. The Bank is not responsible or liable to the Customer or any third party in the event of any such occurrence in relation to any communication between the Bank and the Customer (or which appears to have been made on its behalf), or any communication the Customer asks the Bank to enter into with any third party.

Customer's responsibilities

4.9 The Customer is responsible for the accuracy and completeness of Customer Instructions and for ensuring that they will achieve the Customer's intended purpose. The Bank is not liable for any Loss or delay resulting from the contents of a Customer Instruction being inaccurate or incomplete.

4.10 By entering into any transaction through the Services, the Customer confirms that the information the Customer provides to the Bank (including the Customer Financial Information) is complete, accurate and up-to-date and that the Bank will rely on the Customer's confirmation.

4.11 Before the Customer enters into a transaction to buy and/or sell a product through the Services, the Customer should:

(a) consider the Customer's own circumstances and understand the product features, terms and risks, and the Customer should contact the Bank if the Customer has any question on the product;

(b) note that the Bank has no ongoing responsibility to ensure that a product the Bank has solicited that sale of or recommended to the Customer remains suitable for the Customer;

(c) note that if circumstances relating to the Customer, such product, such product's issuer or general market conditions change, such product may no longer be suitable for the Customer; and

(d) note that the Bank does not provide legal, Tax or accounting advice on the Customer's investments, and the Customer should therefore consider obtaining independent professional advice (including legal, Tax and accounting advice) about the Customer's investments where necessary.

4.12 To enable the Bank to provide the Customer with the Notification Service, the Customer is required to supply data to the Bank and keep the data updated. Failure to do the same may result in the Bank's inability to provide the Customer with such service.

4.13 The data received by the Bank will be used to consider the Customer's request and subject to the Bank agreeing to provide such service, the data and all other details/information relating to the Customer's transactions or dealings with the Bank will be used in connection with the provision of such service to the Customer. The Bank will use, store, disclose, transfer (whether within or outside Hong Kong) obtain and/or exchange such data and such other details and information to, from or with such persons as the Bank may consider necessary (including the members of the HSBC Group or any service provider) for any purposes the Bank deems appropriate.

Processing Customer Instructions

4.14 The Bank may not always be able to carry out a transaction at the same time it receives a Customer Instruction. Some matters may take time to process and certain Customer Instructions may only be processed during normal banking hours even though Business Internet Banking is Online and may be accessible outside such hours.

5 Service Interruption

5.1 The Bank may suspend any service provided to the Customer under the Business Internet Banking Service without notice – this may occur for example, when there is a suspected breach of security or the Bank needs to suspend the Business Internet Banking Service for maintenance.

5.2 The Bank will use reasonable efforts to inform the Customer without undue delay through the Business Internet Banking Service or the Bank's website when service under the Business Internet Banking Service is not available. If the Bank levies any charge to the Customer which is specifically expressed to be for a particular service which is not available (which for the avoidance of doubt will not mean any periodic fee charged for the Business Internet Banking

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Service), then the Bank will reimburse the Customer this sum. Other than reimbursing any sum as set out above, the Bank will have no further liability to the Customer.

5.3 It may be necessary from time to time to suspend some or all of the Business Internet Banking Service for routine, non-routine or emergency maintenance where the Bank considers it necessary to do so. If any such suspension is necessary, the Bank will in so far as is possible provide the Customer with a reasonable period of notice prior to the suspension.

6 Transactions with Other Institutions

6.1 The Customer appoints the Bank as the Customer's agent on its behalf to request any Institution to supply Business Internet Banking with information about the Customer and the Customer's accounts and to use Business Internet Banking to instruct an Institution to give effect to Customer Instructions.

6.2 Where the Bank passes Customer Instructions to an Institution on the Customer's behalf, the Bank is not responsible for any delay or failure by the Institution in executing those instructions.

6.3 Where Business Internet Banking delivers to the Customer any information supplied to the Bank by an Institution, the Bank makes no warranty as to the accuracy or sufficiency of the information provided by that Institution.

6.4 In order for an Institution to give effect to a Customer Instruction, the Customer agrees that the Bank may, as the Customer's agent, agree with any Institution that where applicable, the terms of these Conditions will apply between the Customer and that Institution.

6.5 The Bank may appoint other parties to provide some or all of the Business Internet Banking Service under these Conditions. The Customer agrees that such parties will have the benefit of any provisions of these Conditions which limit the Bank's liability.

7 Security Provisions

7.1 The Customer and all Customer Delegates agree to comply with these Conditions and any other reasonable instructions or recommendations the Bank may issue to the Customer regarding Business Internet Banking security including, without limitation, the security recommendations contained in the Business Internet Banking Customer Guide. The Customer agrees that it is the Customer's sole responsibility to set-up, maintain and regularly review security arrangements concerning access to, and use of, the Business Internet Banking Service, and information stored on the Customer's computing and communications systems, and in particular the Customer's and any of the Customer Delegates' control of Passwords and Digital Certificates and access to Business Internet Banking.

7.2 The Customer confirms that the Customer has assessed the security features of Business Internet Banking and has determined that they are adequate to protect each of the Customer Delegate's and the Customer's interests.

7.3 The Customer agrees to ensure that each of the Customer Delegates complies with the terms of these Conditions and any security procedures mentioned or referred to in it including, without limitation, the security recommendations contained in the Business Internet Banking Customer Guide.

7.4 The Customer must ensure that the Customer Delegates keep their Passwords, Security Device and Digital Certificates secure and secret at all times and take steps to prevent unauthorised use thereof. For example, they must:

(a) never write or otherwise record their Passwords in a way that can be understood by someone else except where it is required by the Bank for the registration of a Customer Delegate or for any other reason as set out in the Business Internet Banking Customer Guide;

(b) never reveal their Passwords to anyone else including the Bank's staff, except where specifically provided in the Business Internet Banking Customer Guide;

(c) destroy any advice from the Bank concerning their Passwords promptly after linking their Business Internet Banking logon details to their hsbc.com Site logon, except where specifically provided in the Business Internet Banking Customer Guide;

(d) avoid Passwords which may be easy to guess such as passwords used in connection with third parties;

(e) inform the Bank immediately if they believe that a third party may have seen or have had access to their Passwords or access to their Security Device;

(f) never record their Passwords on any software which retains their Passwords automatically (for example, any computer screen prompts or 'save password' feature on their Internet browser);

(g) ensure that they are not overlooked by anyone or monitored by closed circuit TV and must avoid allowing anyone to identify the keys they are pressing while logging on;

(h) change their Password on a regular basis and not alternate between passwords;

(i) never personalise their Security Device in such a manner so as to allow or facilitate anyone to link the Security Device to them; and

(j) never allow anyone to come into possession or take control of or use their Security Device.

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7.5 Once they have logged on to Business Internet Banking or the hsbc.com Site the Customer Delegate must not leave at any time the Internet terminal from which they have accessed Business Internet Banking or the hsbc.com Site or let anyone else use the Internet terminal until they have logged off Business Internet Banking and the hsbc.com Site. The Customer will be responsible for ensuring that each Customer Delegate has logged off Business Internet Banking and the hsbc.com Site at the end of any session.

7.6 The Customer and the Customer Delegates must not permit Customer Delegates to access Business Internet Banking or the hsbc.com Site from any computer connected to a local area network (LAN) or any public Internet access device or access point without first making sure that the computer and the network are free of virus, spyware, destructive or disruptive component, malicious code or any other software or component which will or may compromise either the Bank's or the Customer's access to and/or use of the hsbc.com Site, the Bank's Business Internet Banking and the Business Internet Banking Service and that no-one else will be able to observe or copy their access or get access to Business Internet Banking or the hsbc.com Site pretending to be a Customer Delegate.

7.7 The Customer and/or the Customer Delegates must notify the Bank immediately of the following:

(a) any unauthorised access to Business Internet Banking, the hsbc.com Site or any unauthorised transaction or instruction which the Customer or any of the Customer Delegates know of or suspect; or

(b) if the Customer suspects someone else knows the Password(s) of one or more of the Customer Delegates or has access to their Digital Certificate or Security Device. In the event of any such breach or suspected breach of security the Customer must ensure that all the Customer Delegates change their Passwords (except the Security Code) immediately to one which they have not used before.

7.8 The Customer hereby agree to comply immediately with all reasonable requests for assistance from the Bank and/or the police in trying to recover any Loss or identify actual or potential breaches of security. The Bank may disclose information about the Customer or the Customer's account to the police or other third parties if the Bank thinks it will help prevent or recover Loss.

7.9 If the Customer suspects any impropriety on the part of any Customer Delegate in connection with the Business Internet Banking Service or a Customer Delegate leaves the Customer's business, the Customer must ensure that the Primary User immediately takes all steps available to ensure that the Customer Delegate is unable to access the Business Internet Banking Service.

7.10 If the Customer suspects any impropriety on the part of the Primary User in connection with the Business Internet Banking Service or the Primary User leaves the Customer's business, the Customer must immediately take steps to replace such Primary User.

7.11 Where the Bank provides the Customer and/or the Customer Delegate(s) with or otherwise require the Customer and/or the Customer Delegate(s) to use Digital Certificate(s) in connection with the Customer's access to and/or use of the Bank's Business Internet Banking and/or any Business Internet Banking Service, the Customer and the Customer Delegates are responsible for the security of any of the Digital Certificates held on the memory of the Customer's computers or otherwise held by the Customer or held on the memory of the computers of the Customer Delegates or otherwise held by them. The Customer and the Customer Delegates must ensure that Digital Certificates cannot be accessed, copied or otherwise tampered with. In particular, the Customer and the Customer Delegates must ensure that Digital Certificates are removed from the memory of any computers which leave the Customer's possession at any time or the possession of the Customer Delegates, even temporarily. The Bank will not be liable to the Customer or to third parties for any loss whatsoever arising from the unauthorised copying and/or unauthorised use of any Digital Certificates. Further, neither the Customer nor any Customer Delegate must use any Digital Certificate other than for the purposes of identifying itself to the Bank and must not transmit or otherwise send the Digital Certificate to any party other than the Bank.

7.12 The Customer agrees that it is solely responsible for the performance and protection of any browser used in connection with Business Internet Banking including the prompt adoption by the Customer of all security patches and other security measures issued or recommended from time to time by the suppliers of such browsers.

7.13 The Customer agrees to keep the Bank indemnified against all actions, proceedings, costs, Loss and damage of any kind which the Bank or any other member of the HSBC Group may suffer as a result of the Bank or any member of the HSBC Group, acting on any Customer Instruction in accordance with these Conditions, or as a result of the Customer's failure to comply with the Customer's duties under Condition 8 of this Schedule.

8 Information and Information Providers

8.1 The Customer is aware and acknowledges that the Information and Reports and their form, format, mode or method of compilation, selection, configuration, presentation and expression are trade secrets and are confidential and proprietary property of the Bank and the respective Information Providers.

8.2 The Customer and the Customer Delegates must not do or attempt to do any of the following:

(a) sell, transfer, disclose, assign, convey, lease, sub-licence, share, loan, distribute, transmit, broadcast, cablecast, put in circulation, download, reproduce, duplicate or otherwise provide or disseminate any of the Information and Reports in any form whatsoever;

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(b) remove, obliterate, erase, relocate or modify in any way any proprietary marking on or appearing with the Information and/or the Reports, including any trademark or copyright notice; or

(c) incorporate any of the Information or Reports with any other programmes.

8.3 The restrictions on confidentiality in respect of the Information and/or the Reports referred to in Condition 8.2 of this Schedule will not apply where:

(a) the disclosure is compelled by law but only to the extent required by law and only after the Customer has given written notice of the requirement to disclose to the Bank; or

(b) the Bank has written to agree to the disclosure.

8.4 The Customer agrees that all right, title and interest to the Reports and Information and any and all copyright, patent, trademark, service mark, proprietary property, trade secrets and exclusive works remains the Bank's and the Information Provider's exclusive property. Other than accessing the Information and Reports in accordance with these Conditions, the Customer does not have or acquire any right or title to the Information and the Reports. Accordingly, the Customer must not represent or act in such a manner to indicate that the Customer has acquired any of the foregoing rights.

8.5 An Information Provider can impose its own terms in relation to the Information or Reports that it supplies. Where these terms have been made known to the Customer and the Customer continues to access this Information and/or Reports after the date that these terms, come into effect, the Customer will be considered to have accepted those terms of the Information Provider.

8.6 The Information and Reports are available for reference only and not intended for trading or other purposes. Making available any Information or Report to the Customer shall not, by itself, constitute solicitation of the sale or recommendation of any product.

8.7 The Customer acknowledges that it is its responsibility to independently determine market prices and rates for trading purposes, to verify any Information and/or Report before acting on it and to seek independent legal, accounting and Tax advice in connection with the use of Business Internet Banking, Business Internet Banking Services, the Information and/or the Reports and the terms of these Conditions and other issues which may affect the Customer under all Applicable Regulations.

8.8 The Information and Reports are supplied by the Information Provider and the Bank is making this available to the Customer as the Bank receives this from the Information Provider. By making the Information and Reports available, this does not mean or imply that the Bank endorses the content of such materials. The Bank is not responsible for verifying the content of any Information or Reports.

8.9 No warranty, representation or guarantee of any kind relating to the Information and/or Reports is given or may be implied and no employee or agent of the Bank or any Information Provider is authorised to give any such warranty, representation or guarantee.

8.10 Neither the Bank nor the Information Provider guarantee the accuracy, completeness, reliability, truth or timeliness of any of the Information and Reports or that it is fit for any purpose. Therefore, the Bank and the Information Provider are not liable to the Customer or any other person (whether in tort or contract or otherwise) for any Information and/or the Reports made available to the Customer.

8.11 The Bank will take reasonable care to ensure that any information provided to the Customer by the Business Internet Banking Service is an accurate reflection of the information contained in the Bank's computer systems or, where the information is provided by a third party, accurately reflects the information the Bank receive from that third party. Due to the nature of the product and circumstances beyond the Bank's control, the Bank does not warrant that the information provided through the Business Internet Banking Service is accurate or Error free. Some of the information available through the Business Internet Banking Service may be identified on the screens or in the Business Internet Banking Customer Guides as subject to a disclaimer or other provisions. If the Customer relies on that information, the Customer does so subject to the disclaimer or those provisions.

8.12 The Customer acknowledges that the Primary User(s) have access through the Business Internet Banking Service to the Information of the Customer's Authorised Person(s) and signing rule(s) of all of the accounts held by the Customer with the Bank. The Information is made available to the Primary User(s) for reference only. The Customer agrees that the Bank will not be liable in any way for any loss or damages arising out of the Primary User(s)' use of the Information.

9 Digital Certificate and Security Device

9.1 Where the Bank requires the Customer and/or any of the Customer Delegate(s) to use Digital Certificates in connection with the Bank's Business Internet Banking and/or any Business Internet Banking Service, the Bank grants the Customer a non-exclusive, non-transferable licence to install and use Digital Certificates on the Internet browsers of such Customer Delegates and this license can be revoked by the Bank at any time with or without notice. Title to and rights in the Digital Certificates belong to the relevant member of the HSBC Group and, except for the specific rights granted to the Customer by this licence, neither the Customer nor any Customer Delegates will acquire any rights whatsoever to the Digital Certificates, which will remain the property of the Bank or relevant member of the HSBC Group.

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9.2 The Bank will make all reasonable efforts to ensure that any Digital Certificate and Security Device that the Bank provides to the Customer will perform as necessary to permit access to Business Internet Banking as and when required. The Customer and/or the relevant Customer Delegate will notify the Bank immediately if any Digital Certificate and Security Device fails to function correctly.

9.3 The Bank will have no liability for breach of any implied term as to satisfactory quality, merchantability or fitness for purpose of any Digital Certificate and Security Device.

9.4 The Bank will not be liable for any damage to or reduction in the performance of the Customer's computer system or any part thereof by the installation and/or use of any Digital Certificate.

9.5 The Bank will not be liable for any Loss or damages incurred or suffered by the Customer or the Customer Delegates arising from or in connection with, whether directly or indirectly, the Customer and their use of the Security Device.

10 Fees, Supplementary Terms, Changes to and Termination of the Agreement and Site

10.1 The Customer agrees to pay the Bank's scale of charges (if any) for providing the Business Internet Banking Service as the Bank advises the Customer from time to time including, without limitation, charges for the Security Device. The Bank may vary the Bank's charges and the frequency and dates of payment on giving the Customer not less than thirty (30) days' notice. These charges are in addition to any charges for particular banking or other services the Bank might provide in response to the Customer Instructions through the Business Internet Banking Service.

10.2 The Customer is liable for any telephone charges and any charges made by the Customer's Internet service provider as a result of the Customer's use of the Business Internet Banking Service.

10.3 The Customer authorises the Bank to debit any of the Customer's accounts with any charges for providing the Business Internet Banking Service.

10.4 When the Bank introduces new services under Business Internet Banking, the Bank may provide such new services on supplementary terms which will be notified to the Customer from time to time in accordance with these Conditions.

10.5 The hsbc.com Site through which the Customer accesses Business Internet Banking and the Business Internet Banking Service is subject to change by the Bank. Unless the Bank has specifically agreed to give prior notice to the Customer, the Bank may make such changes (including changes to layout) without notification to the Customer.

10.6 The Bank may modify the terms of these Conditions upon giving the Customer prior notice by way of display in the Bank's premises or in the Consolidated Statements or by such other method as the Bank may decide.

11 The Bank's liability to the Customer

11.1 Subject to Conditions 11.6 and 11.8 of this Schedule, the Bank will be liable to the Customer for direct losses suffered by the Customer arising out of the Customer's use of Business Internet Banking or the Business Internet Banking Service where such losses are directly attributable to the Bank's breach of contract, including any breach of Condition 11.3 of this Schedule, or to gross negligence of the Bank, its officers or employees.

11.2 The Bank does not exclude or limit liability for loss of interest on the Customer's credit balances or interest incurred on the Customer's debit balances as a result of a Customer Instruction that the bank has processed in breach of the Bank's duties to the Customer under these Conditions. The Bank is not liable for this loss to the extent that it is attributable to the Customer's own neglect or default.

11.3 In the case of a breach of the undertaking in Condition 9.2 of this Schedule, the Bank will take all reasonable steps to correct the defect.

11.4 The Bank will not be liable to the Customer for any Loss or damage arising out of the Customer's use of Business Internet Banking or the Business Internet Banking Service, or caused by any breach of contract, including any breach of Conditions 11.1, 11.2 or 11.3 of this Schedule, or any negligence of the Bank, to the extent that such Loss or damage is indirect, consequential or special, whether or not the Bank has been advised of the possibility of such loss or damage.

11.5 The Customer agrees that unless the Bank has specifically agreed with the Customer otherwise, the Bank will have no liability whatsoever for (a) any equipment, software or associated user documentation which any party other than the Bank produces or supplies at any time for use in connection with Business Internet Banking or the Business Internet Banking Service including, without limitation, the Security Device or (b) any services through which the Customer accesses Business Internet Banking or the Business Internet Banking Service which are not controlled by the Bank.

11.6 Without prejudice to Condition 11.4 of this Schedule, the Bank will not be liable to the Customer for any Loss or damage arising out of the Customer's use of Business Internet Banking or the Business Internet Banking Service to the extent that such Loss or damage is:

(a) a loss of profits;

(b) a loss of data; or

(c) any loss other than as set out in Conditions 11.1, 11.2 or 11.3 of this Schedule whether or not the Customer has been advised of the possibility of such loss or damage.

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11.7 For the avoidance of doubt, the provisions of Conditions 11.6(a), 11.6(b) and 11.6(c) of this Schedule will each be construed as a separate exclusion of liability.

11.8 In respect of the Notification Service provided by the Bank:

(a) if the Bank can show that the Bank has sent, or attempted to send, to the Customer the Notification Message(s) according to the service scope of the Bank's Notification Service as will be determined by the Bank from time to time (including, without limitation, any re-sending procedures if the Notification Message(s) fails to be sent to the Customer), the Bank has no liability to the Customer if the Customer suffers Loss due to the Notification Message(s) not being received accurately or at all;

(b) the Bank will not be liable for any disclosure of confidential information not herein authorised where the Customer has not complied with the provisions of Conditions 20.3, 20.5 and/or 20.6 of this Schedule;

(c) the Bank will not be liable to the Customer for any Loss the Customer suffers due to any event or circumstance beyond the Bank's reasonable control which leads to the Notification Service being wholly or partly unavailable as a result of but not limited to technical breakdown, strike and industrial action of any party or communications or path failure;

(d) due to the nature of the Notification Service, the Bank will not be responsible for any Loss or damage caused to the Customer's data, software, computer, Telecommunications Equipment or other equipment caused by the Customer's use of the Notification Service unless such loss or damage is directly and solely caused by the Bank's negligence or deliberate fault; and

(e) the third parties supporting the Notification Service (including telecommunications companies designated by the Bank) are neither agencies of the Bank nor representing the Bank. There is no co-operation, partnership, joint venture or other relationship with the Bank. The Bank is not responsible for any Loss caused by such third parties including system operators.

11.9 Nothing in these Conditions will limit the Bank's liability for death or personal injury or for dishonesty, deceit or fraudulent misrepresentation on the part of the Bank.

12 Setting up Business Internet Banking Password

12.1 The Customer may only access Business Internet Banking via the hsbc.com Site. To access the hsbc.com Site, Customer Delegates are required to set up their own personal hsbc.com Site username and Password. Once this has been achieved they can link their Business Internet Banking logon details to their hsbc.com Site logon and thereafter gain access to Business Internet Banking.

12.2 The procedure for setting up Customer Delegates with Business Internet Banking Passwords is set out in the Business Internet Banking Customer Guide.

13 Resetting Business Internet Banking Password

Reset procedures may be notified in the Business Internet Banking Guide, via the Business Internet Banking Service or via the Direct Banking Service. The Customer agrees to comply with such reset procedures as are in force from time to time.

14 Authority and Indemnity

14.1 The Customer requests and authorises the Bank from time to time to act upon written instructions or requests to the Bank concerning the administration of Business Internet Banking or the Business Internet Banking Service when signed, or purporting to be signed, as described in Condition 14.3 of this Schedule. Such instructions and requests may include, without limitation, the giving by the Customer to the Bank of requests:

(a) to remove or replace any Primary User;

(b) to reset any Passwords; or

(c) to take any action to promote the continued and orderly operation of Business Internet Banking or the Business Internet Banking Service.

14.2 The Bank will be entitled to refuse to act on any written instruction or request which is sent by facsimile transmission or other electronic communication in accordance with Condition 14.1 of this Schedule. The Bank agrees however to use reasonable endeavours to inform the Customer if the Bank refuses to so act.

14.3 Where any written instruction or request referred to in Condition 14.1 of this Schedule is sent by facsimile transmission or other electronic communication, the customer hereby requests and authorises the Bank from time to time without further authority or notice from the Customer to act upon such instruction or request. In addition, the Customer agrees that the Bank will not be liable to the Customer or any third party for any Loss or damage suffered by the Customer or any third party arising from the facsimile transmission or other electronic communication being unauthorised or fraudulent and the Customer agrees to keep the Bank fully indemnified against any claims or demands arising therefrom.

14.4 The Bank will not be liable for any Loss arising as a result of any delays when acting in accordance with written instructions howsoever given pursuant to Condition 13 and Condition 14 of this Schedule.

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15 Electronic Advertising

From time to time the Bank may advertise the Bank's own products or Services and those of other companies in the HSBC Group and also those of other parties on the Bank's Internet website(s) (including the hsbc.com Site) through which the Customer accesses the Business Internet Banking Service. If, in relation to other agreements between the Customer and the Bank, the Bank has agreed not to send the Customer any marketing material (or if the Customer does so in the future), the Customer agrees that this restriction will not apply to these electronic advertisements and consent to receiving them when accessing the Bank's Internet website(s) and/or the Business Internet Banking Service.

16 Encryption and Viruses

16.1 The Customer should be aware that the Bank uses a very high level of encryption. The use of such levels of encryption may be illegal in jurisdictions outside Hong Kong. It is the Customer's responsibility to ensure that, if outside Hong Kong, the Customer's ability to use Business Internet Banking is permitted by local law and the Bank will not be liable for any Loss or damage suffered by the Customer as a result of not being able to use Business Internet Banking in these jurisdictions.

16.2 Business Internet Banking is accessed through the Internet which is a public system over which the Bank has no control. It is therefore the Customer's duty to make sure that any computer or other device which the Customer uses to access Business Internet Banking is free from and adequately protected against computer viruses and other destructive or disruptive components. Neither the Bank, any member of the HSBC Group nor the Information Provider warrants or represents that any information and/or reports obtained through Business Internet Banking are free from virus or other destructive features which may adversely affect the Customer's hardware, software or equipment.

16.3 Due to the nature of Business Internet Banking, the Bank will not be responsible for any loss of or damage to the Customer's data, software, computer, computer networks, telecommunications or other equipment caused by the Customer using Business Internet Banking unless such loss or damage is directly and solely caused by the Bank's negligence or deliberate default.

17 Termination

17.1 The Bank may terminate these Conditions with prior notice (save under exceptional circumstances when termination may be made without notice) with or without cause. The Customer may terminate these Conditions on not less than thirty (30) days' written notice to the Bank.

17.2 Either party may also terminate these Conditions with immediate effect by notice to the other, if the other party commits a material breach of these Conditions or becomes insolvent under the laws of any applicable jurisdiction.

17.3 Termination will not affect the rights and remedies of either party accrued to the date of termination nor will it affect any provision of these Conditions (including, without limitation, Conditions 11 and 19 of this Schedule) which is intended to apply after termination.

17.4 Upon termination of these Conditions for any reason, the Digital Certificate licence referred in Condition 9.1 of this Schedule terminates. Within seven days of termination the Customer or the Customer Delegates must remove all Digital Certificates held on the memory of the Customer's computers or otherwise held by the Customer. The Customer must ensure that neither the Customer nor any Customer Delegates, employees, agents or representatives do anything on or after termination of these Conditions which will result in the security of Business Internet Banking or the systems or security of any other Business Internet Banking customers, being compromised.

17.5 Upon termination of these Conditions under this Schedule, all provisions of this Schedule which, in order to give effect to their meaning need to survive termination of these Conditions, will remain in full force and effect. Notwithstanding termination, each party will continue to be bound by these Conditions to the extent that they relate to any obligations or liabilities which remain to be performed or discharged.

18 Force Majeure

Neither party will be liable for delay in performing or failure to perform any of its obligations under these Conditions which is caused by circumstances beyond its reasonable control, including, but not limited to, the failure, malfunction or unavailability of telecommunications, data communications and computer systems and services, war, civil unrest, government action, strikes, lock-outs or other industrial action or trade disputes (whether involving either party's employees or those of a third party). Any delay or failure of this kind will not be deemed to be a breach of these Conditions and the time for performance of the affected obligation will be extended by a period which is reasonable in the circumstances.

19 Miscellaneous

19.1 These Conditions are the entire agreement between the parties concerning the use of Business Internet Banking and the Business Internet Banking Service. It supersedes all previous agreements, communications, representations and discussions between the Customer and the Bank relating to Business Internet Banking and/or the Business Internet Banking Service. Neither party will have a right of action against the other arising from any previous agreement, communication, representation and discussion in respect of Business Internet Banking and/or the Business Internet Banking Service, except in the case of fraud. Any other agreements between the Bank and the Customer and/or mandates relating to the conduct of the Customer's accounts will remain unaffected.

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19.2 Any notice to be given under these Conditions must be communicated by post, through Business Internet Banking or to the Customer's email address most recently notified to the Bank. If by post the notice will be taken to have been received five days after posting by one party to the postal address most recently notified by the receiving party and if through Business Internet Banking or via email five (5) days after transmission of the email.

19.3 Where the Customer is a partnership, these Conditions will continue in force unless revoked by notice given by any one partner, notwithstanding any change of name of the partnership, admission of new partner(s) or any partner ceasing to be a member of the partnership by reason of death or otherwise.

19.4 The provision of the Business Internet Banking Service in certain countries or territories may be subject to special supplementary terms. Where applicable, the Customer confirms that the Customer has received and read these terms and agree to be bound by them.

19.5 The Bank and the Customer both agree to comply with all applicable data protection and other laws to the same or similar purpose in all relevant jurisdictions. The Customer confirms that all employees and other persons whose personal or other data is transmitted, processed or otherwise handled have consented to such transmission, processing or other handling under these Conditions in accordance with these laws, or will do so prior to any such transmission, processing or other handling. The Customer agrees that the Customer will obtain such consent by getting all such employees and other persons to sign an appropriate consent in writing and, upon request, to provide to the Bank's copies of all such consents. The Customer further agrees to indemnify and hold the HSBC Group harmless from all costs, penalties, damages and other Loss incurred as the result of any breach of this provision.

19.6 Each of the terms of these Conditions is severable from the others and if one or more of them becomes void, illegal or unenforceable, the remainder will not be affected in any way.

19.7 Subject to the applicable laws of evidence, each party agrees not to object to the admission of the records (including computer records) of the other as evidence in legal proceedings.

19.8 Copyright in the pages, screens, information (other than information about the Customer's accounts and financial affairs) and all material in their arrangement included in the Business Internet Banking Service and in the hsbc.com Site (together the **"Material"**) is owned by or licensed to the Bank or the HSBC Group unless otherwise noted. Other than in respect of any information and/or reports obtained through Business Internet Banking, the Customer may imprint, copy, download, or temporarily store extracts from the Material for the Customer's own information or when the Customer uses the Business Internet Banking Service. The Customer may not alter or otherwise make any changes to any Material that the Customer prints or downloads including, without limitation, removing any identifying marks or legends from such Material. Any other use is prohibited unless the Customer first requests and obtains the Bank's written permission. HSBC is a trademark of HSBC Holdings plc and all rights in and to HSBC vest in HSBC Holdings plc. Other than as provided above, the Customer may not use or reproduce the HSBC trademark, logo or brand name.

19.9 Where tools and other facilities ("**Tools**") are provided to Customer Delegates in connection with the hsbc.com Site, such Tools will not be provided as part of the Business Internet Banking Service but will be provided by the relevant member of the HSBC Group which is providing such Tools. The provision of the Tools will be subject to the Conditions, exclusions and disclaimers relevant to such Tools.

19.10 Nothing in these Conditions will affect any right of set-off or combination which the Bank has in relation to any accounts which the Customer accesses Online.

20 Notification Service

20.1 Terms of Use

(a) This Condition 20 contains terms of use of the Notification Service under the Business Internet Banking Service. By using, or continuing to use the Notification Service on or after receiving these Conditions the Customer agrees to be bound by them together with all applicable Conditions.

(b) In this Schedule, references to "**Telecommunications Equipment**" will include references to mobile telephones, laptop computers, desktop personal computers, pocket personal computers, personal digital assistants and any other electronic media and/or equipment used to receive the Notification Service.

(c) In this Condition 20, references to "**Customer**" will, where the context permits, include references to each relevant Customer Delegate who is permitted by the Bank to use or access the Notification Service on behalf of the Customer.

(d) In this Schedule, "**Notification Message**" means a message sent or to be sent by the Bank under or pursuant to the Notification Service.

20.2 Scope of Notification Service

(a) The Bank will from time to time determine or specify the scope and features of the Notification Service and is entitled to modify, expand or reduce the same at any time with or without notice.

(b) If the Bank gives notice of a change to the Notification Service, such notice may be made in such manner and by such means of communication as the Bank will deem fit, including, without limitation, use of direct mailing material, advertisement, branch display or electronic communications such as e-mail and SMS.

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(c) The Bank may from time to time include within the Notification Service marketing material relating to the Bank's products and Services ("**Marketing Material**"). Should the Customer decide to opt out of or give instructions to the Bank to discontinue sending the Marketing Materials to the Customer, the Customer notes that the Bank is likely to have to discontinue the provision of the Notification Service to the Customer at the same time.

(d) Without prejudice to the other provisions of these Conditions, if the Bank has sent or provided a Notification Message to the relevant Customer Delegate in the manner as provided under this Condition 20, the Customer shall be deemed to have received the Notification Message.

20.3 **Opening/Operating Notification Service**

(a) Once the Customer has enrolled for the Notification Service the Customer may specify the type of Notification Message the Customer requires in such manner as the Bank may prescribe from time to time.

(b) The Notification Service is available to the Customer provided the Customer has appropriate Telecommunications Equipment and a service provider both of which may be determined by the Bank from time to time.

(c) The Bank reserves the right to restrict the number of pieces of Telecommunications Equipment which may be registered by the Customer for receiving the Notification Message(s) from time to time and different restrictions may apply to different types of Telecommunications Equipment and/or customers and/or Notification Message and/or Customer Delegate.

(d) The Notification Service may without notice to the Customer be suspended or terminated for any reason including without limitation the reason specified in Condition 20.2(c) of this Schedule, invalid data, Nominated Account closure, insufficient funds within the Nominated Account, non-specification of a Nominated Account, breakdown, maintenance, modification, expansion and/or enhancement work caused or initiated by the telecommunications company(ies) concerned in relation to their network or by any service provider in respect of the Notification Service. The Bank will not assume any liabilities or responsibilities for any such suspension or termination.

(e) The Customer will promptly notify the Bank of any changes to or in any register maintained by the Bank in connection with or for the purposes of the Notification Service including the contact details of the Customer's Telecommunications Equipment and the telecommunications company providing or servicing it.

(f) The Customer must notify the Bank immediately upon the disconnection or suspension of the Customer's Telecommunications Equipment/service.

(g) Neither the Bank nor any of the telecommunications companies which may be designated by the Bank for the purposes of providing the Notification Service will assume any liability or responsibility for any failure or delay in transmitting information to the Customer or any Error or failure in such information unless this results from negligence or wilful default on the Bank's part or such telecommunications companies. In particular, neither the Bank nor any such telecommunications companies will assume any liability or responsibility for the consequences arising from any cause beyond the Bank's or its reasonable control including without limitation failure of the Customer's Telecommunications Equipment to receive information for whatever reason, any telecommunications breakdown, mechanical failure, path failure, malfunction, breakdown, interruption or accuracy of equipment or installation.

(h) The Customer will bear any fees, charges or expenses which may be imposed by the Customer's telephone service provider and/or any telecommunications company (whether or not designated by the Bank) providing or servicing the Customer's Telecommunications Equipment in connection with the Notification Service.

(i) The Customer warrants that all particulars given to the Bank are to the best of the Customer's knowledge accurate.

(j) The Customer undertakes to notify the Bank in writing of any change of address or other particulars recorded with the Bank. All communications sent or re-sent via the Notification Service to the contact details or channel registered by the Customer with the Bank will be deemed to be delivered to the Customer at the time when the communication was sent or re-sent by the Bank.

(k) The Bank may re-send to the contact details or channel registered by the Customer with the Bank any communications via the Notification Service which, in the Bank's opinion, has failed to reach the Customer in accordance with the Bank's procedures for re-sending Notification Message(s) as designated by the Bank from time to time. If in the Bank's opinion the communications sent or re-sent further to the details or channel registered with the Bank have failed to reach the Customer the Bank may in the Bank's sole discretion stop sending further communications.

(l) The Customer undertakes to indemnify the Bank against all actions, claims, demands, liabilities, losses, damages, costs and expenses of whatever nature that may result or which the Bank may sustain, suffer or incur as a result of the Bank agreeing to provide the Notification Service.

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20.4 **Nature of Information Provided**

(a) The Customer acknowledges any information received by the Customer under the Notification Service is for the Customer's (and not any other persons') reference only, is not binding, and will not be taken as conclusive evidence of the matter to which it relates.

(b) It is the Customer's sole responsibility to verify any information received under the Notification Service before relying or acting on it. In particular, any commentaries, confirmations, financial information and data provided are for reference only and are not intended as investment advice or for trading or other purposes. They may be provided to the Bank by other persons or compiled by the Bank from information and materials of other persons. The Bank does not warrant, represent or guarantee the sequence, accuracy, truth, reliability, adequacy, timeliness or completeness of any commentaries, confirmations, financial information or data or whether it is fit for any purpose. Nor does the Bank assume any liability (whether in tort or contract or otherwise) for any reliance on any commentaries, confirmations, information or data by the Customer or any other person.

20.5 **Channels for receiving Notification Messages**

(a) The Customer may elect to receive Notification Messages by or via any of the following channels:

(i) SMS;

(ii) e-mail;

(iii) the official account of the Bank on WeChat ("**Bank's WeChat Official Account**"); or

(iv) the Bank's designated mobile app (the "**Bank's Designated App**").

(b) If the Customer elects to receive Notification Messages by SMS, the Customer may nominate one mobile phone number for all Notification Messages to be received and the Bank will only send the Notification Messages to that particular mobile number registered to receive Notification Messages by the Customer. The nominated mobile phone registered to receive Notification Messages must be a compatible piece of Telecommunications Equipment capable of receiving the Notification Messages.

(c) If the Customer elects to receive Notification Messages by or via e-mail, the Bank's WeChat Official Account or the Bank's Designated App, the Customer is responsible for ensuring the Customer has compatible Telecommunications Equipment capable of receiving such Notification Message(s).

(d) If the Customer elects to receive Notification Messages by or via email:

(i) the Customer must keep any password and security details secret and take all reasonable precautions to prevent unauthorised or fraudulent use of the Customer's password or security details and ensure that unauthorised or fraudulent access to the Customer's e-mail is prevented;

(ii) Notification Message(s) sent by e-mail may not be encrypted and may not be secure from corruption by third party. The Customer is responsible for ensuring that the Customer's password and any other identification used for accessing the Customer's account information is kept secure and secret; and

(iii) the Customer should never provide the Customer's account or personal information on screen following a website hyperlink from an e-mail Notification Message(s). All website hyperlinks authorised by the Bank will be for information only and will not require the inputting of the Customer's account or personal information.

(e) If the Customer elects to receive Notification Messages by or via the Bank's WeChat Official Account:

(i) the use and access of the Notification Service is subject to (i) downloading and activating the relevant mobile application of WeChat on the Telecommunications Equipment of the Customer; (ii) any procedures and requirements as may be prescribed by the Bank from time to time; and (iii) any other terms and conditions of the Bank relating to the access and use of the Bank's WeChat Official Account and the Notification Service under or in connection with the Bank's WeChat Official Account; and

(ii) the Customer acknowledges that all Bank's WeChat Messages will be displayed in such language(s) which the Bank may provide from time to time at the Bank's absolute discretion.

(f) If the Customer elects to receive Notification Messages by or via the Bank's Designated App, the use and access of the Notification Service is subject to

(i) downloading and activating the Designated App on the Telecommunications Equipment of the Customer;

(ii) turning on the "Push Notifications" setting or similar setting in respect of the Designated App on the Telecommunications Equipment of the Customer;

(iii) any procedures and requirements as may be prescribed by the Bank from time to time; and

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(iv) any other terms and conditions of the Bank relating to the access and use of the Bank's Designated App and the Notification Service under or in connection with the Bank's Designated App.

(g) The Customer will inform the Bank as soon as possible if any of the Notification Messages, any e-mail or website hyperlink appear to be irregular.

(h) The Bank will only send Notification Messages once. If the Customer deletes the Notification Messages which the Bank has sent the Customer, they cannot be re-sent.

(i) Any Notification Message sent by the Bank is one-way and the Customer should not reply to such Notification Message. The Customer should never respond to a request purportedly from the Bank via the Notification Service or Notification Message to provide the Customer's account or security details by Notification Message as the Bank will never make such a request.

20.6 **Security**

(a) The Customer is responsible for the security of the Customer's Telecommunications Equipment and must take all reasonable precautions to prevent anyone else from accessing any confidential information.

(b) The Customer should use at all times the SIM Card personal identification number ("**SIM Card PIN Code**") on the mobile telephone registered to receive a Notification Message re-setting any pre-set SIM Card PIN Code and re-setting the SIM Card PIN Code if the Customer knows or suspects someone else knows it. When choosing or using the SIM Card PIN Code avoid numbers which are easy to guess.

(c) The Customer will not tell anyone else the SIM Card PIN Code and not write it down in a way that someone else may understand.

(d) The Customer should only use secure private e-mail sites protected by a password which should be kept secret. Avoid passwords which are easy to guess.

(e) The Customer must inform the Bank as soon as possible of all matters which may have an impact on or otherwise affect the Bank's provision or the Customer's use of the Notification Service including, without limitation, if the Customer knows or suspects that someone knows the SIM Card PIN Code for the mobile phone registered to receive a Notification Message or has unauthorised access to the Customer's e-mails or if the Customer Delegate's mobile telephone number/e-mail address changes or if the mobile telephone registered to receive a Notification Message is lost, stolen or no longer under the Customer Delegate' control or if the Customer's contract with the network operator ends.

(f) The Customer should check the telephone number of the sender of SMS Notification Message and the e-mail/website address for e-mail Notification Message to ensure that they are genuine and have been sent by the Bank.

(g) The Customer should suspend the SMS Notification Service if the mobile phone which has been registered to receive a Notification Message will be taken outside Hong Kong due to the fact that the security of any foreign telephone network through which Notification Message(s) may be transmitted to the registered mobile telephone cannot be guaranteed.

(h) If the mobile phone registered to receive a Notification Message is taken outside Hong Kong without suspending the Notification Service the Customer/Customer Delegate will be deemed to authorise the Bank, the network operators and any third party to whom information about the Customer/the Customer Delegate and the Customer's account has been passed for the provision of the Notification Service to transmit such information and store information in such countries or territories as are necessary to send Notification to that mobile phone.

20.7 **Pricing and Charges**

(a) The Customer may choose the Notification Message(s) the Customer wishes to receive but acknowledge some Notification Message(s) will be charged for at rates determined by the Bank from time to time. The Customer is advised to check with the Bank regularly for any charging changes or updates.

(b) Charges will be made for certain Notification Message(s) (as determined by the Bank from time to time) ("**Chargeable Notification**") on such basis as the Bank may determine.

(c) The Customer may nominate the account the Customer wishes debited to pay for the Chargeable Notification ("**Nominated Account**"). Without prejudice to any of the Bank's rights regarding the Customer's account (including any set-off rights) the Customer hereby authorises the Bank to debit the charges incurred by the Customer for the provision of the Notification Service.

(d) All Chargeable Notification sent to the Customer will be charged regardless of whether the Customer receives them or not so long as the failure to receive such Chargeable Notification is not as a result of the wilful default or negligence of HSBC.

(e) If the same Notification Message(s) is received via different channels, the Bank may count them as multiple Notification Message(s) for the purposes of charging.

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(f) The Customer will ensure that there are sufficient funds/credit in the Customer's Nominated Account to cover accrued charges.

(g) The Bank reserves the right to revise any existing charging structure and/or make additional charges from time to time.

20.8 **Notification Service Suspension and Termination**

(a) The Customer may terminate or suspend service at any time in such manner as the Bank may prescribe from time to time.

(b) Termination, in respect of the calculation of charges, will be effective on such date as determined by the Bank following the month in which the Customer's termination request was made or the Notification Service was terminated by the Bank. However, the Customer will be unable to reactivate or access the Customer's Notification Service after such date as determined by the Bank following the month in which the Customer's termination request was made or the Notification Service was terminated by the Bank.

(c) If the Notification Service is suspended or terminated then, with immediate effect, no Notification Message(s) will be sent during the period of suspension or at all in the event of termination.

(d) The Customer may reactivate the Notification Service after suspension at such time as determined by the Bank at which point the Customer will receive Notification Message(s) from the date of reactivation and charges will accrue.

(e) A start date and finish date needs to be provided for suspension of the Notification Service and at the end of the suspension term, the Notification Service will resume and charges, if applicable, will accrue.

(f) The Bank may suspend or terminate the Notification Service if it is suspected it has not been received by the Customer or is being accessed by unauthorised person.

(g) The Bank can suspend or terminate the Notification Service at any time and in its absolute discretion and the Bank will be entitled to deduct any outstanding fees or charges from the Nominated Account.

(h) Unless otherwise agreed by the Bank, payment for the Notification Service is in arrears and any sums paid are non-refundable.

(i) Any termination or suspension of the Notification Service is without prejudice to and will not affect the liabilities and rights which have accrued between the Customer and the Bank prior to the date of suspension or termination.

20.9 **Applicable Terms**

When the Customer uses the Notification Service, the Customer must comply with these Conditions and other applicable Conditions including those governing the Telecommunications Equipment from which the Customer accesses the Notification Service.

ADDITIONAL CONDITIONS FOR BUSINESS INTERNET BANKING MPF SERVICE

1 The Customer remains at all times responsible for compliance with the MPF legislation and by its provision of the MPF Services, the Bank assumes no responsibility.

2 If the Mandatory Provident Fund Schemes Authority amends the MPF legislation, the Bank will use its best endeavours to revise the MPF Services in good time to enable the Customer to comply with its MPF obligations but the Bank will accept no responsibility or liability for the continued use by the Customer of the MPF Services meanwhile or for any Loss or damage suffered by the Customer as a result of any delay in delivery of a revised MPF Service including any failure by the Customer to comply with its MPF obligations.

3 The Bank assumes no responsibility whatsoever in relation to any refusal by the MPF Administrator to accept for any reason the Remittance Statement.

ADDITIONAL CONDITIONS FOR MY HSBC SERVICE

1 Where the Customer and/or the Customer Delegate(s) make use of the My HSBC Services, the Customer and the Customer Delegate(s) agree to be bound by the My HSBC Terms and Conditions.

2 Identifiers referred to in My HSBC Terms and Conditions will for all purposes be a reference to the Password, Security Code, Security Device and Digital Certificate mentioned in these Conditions.

3 In the event of any inconsistency between My HSBC Terms and Conditions and these Conditions, the provisions set out in My HSBC Terms and Conditions will prevail insofar as the subject matter relates My HSBC.

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Schedule XVI HSBC's Direct Advice, eStatement and eAdvice Service

1 Terms of Use

1.1 This Schedule, the MSA, the Hong Kong SAR Local Conditions and Schedule I apply to use of the Direct Advice, eStatement and eAdvice Service (the "**Service**"). The Conditions of the other Schedules continue to apply to the Service to the extent that they are relevant and consistent with the provisions of this Schedule. In the event of any inconsistency, this Schedule prevails over the Conditions of the other Schedules and the other applicable documents above, except Condition 11 of Schedule I.

1.2 These Conditions of this Schedule are not intended to and will not supersede or replace the existing Conditions governing the Master Accounts and the Customer's use of other products and services offered by the Bank, including, without limitation, those concerning the Statements and the Advice (collectively "**Other T&Cs**"), which will continue to apply unless otherwise provided.

2 Scope of the Service

2.1 The Bank will from time to time determine or specify the scope and features of the Service and are entitled to modify, expand or reduce the same at any time with or without notice.

2.2 If the Bank gives notice of a change to the Service, such notice may be made in such manner and by such means of communication as the Bank will deem fit.

2.3 The Bank may from time to time include within the Service or send with the eCorrespondence marketing materials relating to the Bank's products and services or those offered by other HSBC members and selected third parties (collectively "**Marketing Materials**") if the Bank has obtained the Customer's consent or no objection or otherwise permitted by law. The Customer may request the Bank to discontinue sending Marketing Materials to the Customer by notifying the Bank.

3 Managing the Service

3.1 The Service is provided to the Customer who has registered for the Business Internet Banking service. If the Customer no longer requires the Service, the Customer agrees to notify the Bank to opt-out of the Service in the form and sent by means prescribed by the Bank from time to time. The Bank will provide the Customer with the eCorrespondence covered by the Service and/or selected by the Customer as the case may be, in one or more of the following ways as the Bank will determine from time to time:

(a) by placing the eCorrespondence in the Customer's BIB Profile;

(b) by sending the eCorrespondence to the Customer's eAddress.

The corresponding Statements and Advice (i.e., in their paper form) will no longer be sent to the Customer's mailing address or by any other means unless otherwise stipulated, including that set out in Conditions 3.3 and 3.8 under this Schedule.

3.2 Where an eCorrespondence provided under Condition 3.1 in this Schedule is an eStatement, the Bank may, in the Bank's discretion, send a message to the Customer's email address and/or mobile phone number last registered with the Bank to notify the Customer that the same has been placed in the Customer's BIB Profile.

3.3 During such time when the Customer is registered with the Service, the Customer may request for the corresponding Statement/ Advice of an eStatement/eAdvice to be sent to the Customer's mailing address last registered with the Bank or be otherwise provided by the Bank in addition to that eStatement/eAdvice, but such a request is at all times subject to the Bank's decision and will also be subject to any limitations that may be imposed by the Bank from time to time and to such charges as the Bank will determine from time to time.

3.4 The Service is at all times provided subject to the Customer's having one or more of the following, as applicable:

(a) a valid BIB Profile;

(b) a valid and up-to-date eAddress that has sufficient capacity at all relevant times to receive the eCorrespondence;

(c) an internet service provider, appropriate Telecommunications Equipment and computer software capable of receiving and reading the eCorrespondence, any or all of which may be determined by the Bank from time to time; and/or

(d) a valid and up-to-date mobile phone number to which messages can be sent and viewed.

3.5 In order to receive the eCorrespondence, the Customer must maintain such account(s) with the Bank and/or subscribe for such product(s) or service(s) as the Bank may stipulate from time to time.

3.6 The Customer will bear any fees, charges or expenses which may be imposed by any telecommunications company (whether or not designated by the Bank) providing or servicing the Customer's Telecommunications Equipment in connection with the Service.

3.7 The Customer warrants that all particulars given to the Bank for the purposes of or in connection with the Service are complete, accurate and up-to-date at all relevant times and undertake to promptly notify the Bank (via such means

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and in such format and manner as will be acceptable to the Bank) of any changes thereto including, without limitation, the Customer's eAddress.

3.8 The Bank may re-send to the eAddress any eCorrespondence which, in the Bank's opinion, has failed to reach the Customer the first time the Bank sent it. This will be done in accordance with the Bank's procedures for re-sending that eCorrespondence, if any, as designated by the Bank from time to time. If, in the Bank's opinion, the eCorrespondence sent or re-sent further to the Customer's eAddress has failed to reach the Customer, the Bank may, in the Bank's sole discretion, notify the Customer of the same using such means as the Bank deems appropriate and the Customer must comply with any instructions the Bank may specify in such notices. The Bank may, but will not be obliged to, forward the corresponding Statement or Advice of that particular eCorrespondence to the mailing address the Customer has last registered with the Bank. The Bank may also, in the Bank's sole discretion, stop sending the said eCorrespondence or even all other eCorrespondence in the future and the Bank may dispose of the said eCorrespondence as the Bank will decide including, without limitation, deleting or removing the same from the Bank's systems and record.

3.9 All eCorrespondence placed in the Customer's BIB Profile or sent by email will only be available for a limited period as determined by the Bank from time to time, irrespective of whether or not they have been reviewed and/or saved by the Customer. The Bank will periodically remove past eCorrespondence from its BIB Profile even if the Customer has not viewed, accessed or saved them. The Customer will not be able to open eCorrespondence sent by email to its eAddress after a designated period of time as determined by the Bank from time to time, so the Customer should save a decrypted version of the eCorrespondence (e.g. in pdf format) in its Telecommunications Equipment for retention and record purposes.

3.10 An eCorrespondence, if

(a) placed in the Customer's BIB Profile, shall be deemed to be delivered to the Customer at the time it is placed in the Customer's BIB Profile according to the Bank's records.

(b) sent or re-sent (if applicable) under the Service to the eAddress, shall be deemed to be delivered to the Customer at the time when the eCorrespondence was, according to the Bank's record, successfully sent or re-sent by the Bank.

3.11 The Customer agrees to open, read or access and carefully review and examine all eCorrespondence sent to the Customer's eAddress or placed in the Customer's BIB Profile in a timely manner and advise the Bank as soon as possible, of any errors, discrepancies, unauthorised transactions or other irregularities arising from whatever cause, including, without limitation, forgery, fraud, lack of authority or the Customer's negligence or negligence of any other person(s) ("**Errors**").

3.12 Where the eCorrespondence sent to the Customer's eAddress or placed in the Customer's BIB Profile is an eStatement, the Customer agrees that the eStatement will, as between the Bank and the Customer, be conclusive evidence as to the balance shown therein and that the eStatement will be binding upon the Customer and the Customer will 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 (via such means and in such format and manner as will be acceptable to the Bank) of any such Errors within 60 days where the eStatement is a monthly credit card eStatement and ninety (90) days for all other eStatements after the Bank has sent the eStatement to the Customer eAddress or placed the same in the Customer's BIB Profile as the case may be. Where the account concerned is a joint account, the reference to "the Customer" in this Condition 3.12 under this Schedule will mean all account holders of this joint account irrespective of the signing mandate.

3.13 It is the Customer's responsibility to frequently and periodically check the Customer's eAddress and/or the Customer's BIB Profile as will be applicable for eCorrespondence. Condition 3.12 will apply irrespective of whether or not the Customer has opened, read, accessed, reviewed and/or examined the eStatements in accordance with Condition 3.12.

3.14 Where the Service utilises proprietary software of the Bank, the Bank's affiliates and/or other software supplies, the Bank grants to the Customer a non-exclusive license to use this software solely for the purposes of the Service or such other purposes as the Bank will permit. The Customer agrees not to disassemble, decompile, copy, modify or reverse engineer any such software or permit anyone else to do so.

3.15 Where the Customer has selected or that the Bank has designated, as the case may be, a certain type, category or group of eStatements and/or eAdvice to be sent to the Customer's eAddress or placed in the Customer's BIB Profile under the Service, the Bank may without further notice and unless the Bank specifies otherwise, include within the Service the eStatements and eAdvice all new Accounts that the Customer will open with the Bank and the eStatements and eAdvice of all products and services that the Bank will provide to or will be used by the Customer in the future that will, in the Bank's view, fall within the said type, category or group.

4 eCorrespondence

4.1 Each eCorrespondence sent by email to the Customer's eAddress will be secured by a Password which the Customer will use to open, read or otherwise access eCorrespondence previously sent by email to the Customer's eAddress using the latest Password.

4.2 Any eCorrespondence sent by the Bank is one-way only and the Customer should not reply to the same.

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4.3 Once an eCorrespondence has, according to the Customer's record, been sent successfully, the Bank will not re-send it again. If the Customer deletes such eCorrespondence, it cannot be sent again.

4.4 The Customer confirms that the customer has assessed and analysed and so the Customer understands, acknowledges and accepts all possible risks involved in using the Service including, without limitation, the eCorrespondence being intercepted, monitored, amended, tempered with or being sent or disclosed to other parties without the Customer's authorisation.

4.5 Neither the Customer nor any other persons should regard any information or communication contained in an eCorrespondence, the covering email or facsimile or any hyperlink(s) attached as an offer or solicitation to subscribe to any products or services (including, without limitation, investments, deposits, insurance and loans) in any jurisdiction to any person to whom it is unlawful to make such an invitation or solicitation in such jurisdictions.

4.6 The Customer must notify the Bank immediately (via such means and in such format and manner as will be acceptable to the Bank) should the Customer fails to receive, or that there is any delay in or other irregularities in connection with any eCorrespondence or the Customer's receiving any eCorrespondence from the Bank. The Customer shall notify the Bank, as soon as practicable and in any case within [30] days of delivery of any eCorrespondence, of any errors (including any errors arising as a result of fraudulent or unauthorised transactions) in that eCorrespondence. 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.

5 Security

5.1 The Customer must keep the Password and all other security details (if any) secure and confidential at all times and take all reasonable precautions to prevent unauthorised or fraudulent use thereof and ensure that unauthorised or fraudulent access to the Customer's eAddress is prevented.

5.2 The Customer should change the Customer's Password from time to time to guard against unauthorised or fraudulent access to the eCorrespondence sent by email to the Customer's eAddress.

5.3 The Customer should never respond to a request purportedly from the Bank via the Service to provide the Customer's account, Password, security details or the Customer's personal information as the Bank will never make such a request.

5.4 The Customer must inform the Bank as soon as possible if any email or facsimile, eCorrespondence, website hyperlink, the Customer's BIB Profile or BIB appears to be irregular.

5.5 The Customer is responsible for the security of the Customer's Telecommunications Equipment and must take all reasonable precautions to prevent any other person from accessing any confidential information including the eCorrespondence sent thereto.

5.6 The Customer should never provide the Customer's account or personal information on screen following a website hyperlink from an eCorrespondence. All website hyperlinks authorised by the Bank will be for information only and will not require the inputting of the Customer's account or personal information.

5.7 The Customer must inform the Bank as soon as possible of all matters which may have an impact on or otherwise affect the Bank's provision or the Customer's use of the Service including, without limitation, if the Customer knows or suspects that someone knows the Customer's Password or the Customer's BIB Profile log-on credentials or has unauthorised access to the Customer's eAddress, BIB Profile, the eCorrespondence or any Telecommunications Equipments to which the Customer receives the eCorrespondence or if the Customer's eAddress or other contact details are or will be changed or the Customer's Telecommunications Equipment or internet service has or will be suspended, expired, disconnected or terminated.

5.8 The Customer should check, verify and authenticate the sender of the eCorrespondence including, without limitation, the facsimile number, email or website address of the sender of the eCorrespondence as the case may be to ensure that they are genuine and have been sent by the Bank.

6 Liability

6.1 The Customer agrees and undertakes not to hold the Bank liable or in any way responsible for any Loss, damages or expenses that the Customer will incur, including, without limitation, any loss or damage caused to the Customer's data, software, computer, Telecommunications Equipment or other equipment in connection with the Customer's use of the Service unless they are caused solely and directly by the Bank's gross negligence or wilful default.

6.2 If the Bank can show that the Bank has sent, or attempted to send, to the Customer the eCorrespondence according to the service scope of the Service as will be determined by the Bank from time to time (including, without limitation, any re-sending procedures if the eCorrespondence fails to be sent to the Customer), the Bank has no liability to the Customer if the Customer suffers Loss due to the eCorrespondence not being received accurately or at all.

6.3 The Bank will not be liable for any disclosure of confidential information not herein authorised where the Customer has not complied with these Conditions or such other security guidelines or recommendation that the Bank may issue from time to time.

6.4 Neither the Bank, any of the Bank's affiliates, nor any of the telecommunications companies designated by the Bank (if any) for the purposes of providing the Service will assume any liability or responsibility for any failure or delay in

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providing the Service or any Error or failure in the eCorrespondence unless this results from gross negligence or wilful default on the Bank's part, any of the Bank's affiliates, or such telecommunications companies. In particular, neither the Bank, any of the Bank's affiliates, nor any such telecommunications companies will assume any liability or responsibility for the consequences arising from any cause beyond the Bank's reasonable control, that of the Bank's affiliates, or such telecommunications companies, including, without limitation, failure of the Customer's Telecommunications Equipment to receive the eCorrespondence for whatever reason, any telecommunications breakdown, mechanical failure, path failure, malfunction, technical breakdown, interruption or accuracy of equipment or installation.

6.5 The third parties supporting the Service (including telecommunications companies designated by the Bank) are neither agencies of the Bank nor representing the Bank. There is no co-operation, partnership, joint venture or other relationship with the Bank. The Bank is not responsible for any Loss caused by such third parties including system operators.

6.6 The Customer hereby undertakes to ratify and confirm all things and matters done by the Bank, the Bank's nominees, their respective officers and employees pursuant to or in connection with the provision of the Service to the Customer and agree to indemnify the Bank, the Bank's nominees, their respective officers and employees against all or any Loss, liabilities, charges, expenses and penalties of any kind which may be incurred or suffered by the Bank or any of them in connection with or as a result of the provision of the Service to the Customer unless directly and solely caused by or due to the gross negligence or wilful default of the Bank or any of them and then only to the extent of direct and reasonably foreseeable Loss and damages (if any) arising directly and solely therefrom.

7 Pricing and Charges

7.1 The Bank reserves the right to at any time and from time to time impose fees and charges for the Service with reasonable notice.

7.2 The Customer will bear, and the Customer hereby authorises the Bank to, without further notice to the Customer, debit from any one or more of the Customer's Account(s) any fees, charges or expenses which the Bank may impose under or in connection with this Service, including, without limitation, the Bank's charges for re-sending an eCorrespondence or for sending the corresponding Statement or Advice to the Customer's mailing address in accordance with these Conditions.

8 Suspension and Termination

8.1 The Customer may terminate the Service at any time in such manner as the Bank may prescribe from time to time.

8.2 The Bank can suspend or terminate all or any part of the Service at any time and in the Bank's absolute discretion with or without notice.

8.3 Without prejudice to the generality of Condition 8.2 in this Schedule, in the event where the Bank has reason(s) to believe that the security of the Customer's BIB Profile or the Customer's eAddress or the eCorrespondence sent to the Customer has been compromised or that the eCorrespondence will no longer reach the Customer at the Customer's BIB Profile or the Customer's eAddress, the Bank may in the Bank's sole discretion and without notice suspend the Service in which case the Bank will forward all future corresponding Statements and Advices to the Customer's mailing address last registered with the Bank until the Service is resumed either by the Bank or by the Customer in accordance with the Bank's procedures applicable at the time.

8.4 The Bank will not assume any liabilities or responsibilities for any suspension or termination of the Service under any circumstances.

8.5 Any termination or suspension of the Service is without prejudice to and will not affect the liabilities and rights which have accrued between the Customer and the Bank prior to the date of suspension or termination.

9 Amendments

The Bank reserves the right to add to, delete and/or vary any of these Conditions upon notice to the Customer using such means of notification as the Bank will deem appropriate. Use of the Service after the date upon which any changes to these Conditions are to have effect (as specified in the Bank's notice) will constitute acceptance without reservation by the Customer of such changes. If the Customer does not accept any proposed changes the Customer must cancel or terminate, the Service prior to the date upon which such changes are to have effect.

10 Miscellaneous

10.1 No failure or delay by the Bank in exercising any right, power or privilege hereunder will operate as a waiver thereof, nor will 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 herein is not intended to be exclusive of any other remedy and each and every remedy will 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.

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

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Schedule XVII Auto-sweeping Service

1 General

This Schedule, the MSA, the Hong Kong SAR Local Conditions and Schedule I apply to the Customer's use of auto-sweeping service. The Conditions of the other Schedules continue to apply to auto-sweeping service to the extent that they are relevant and consistent with the provisions of this Schedule. In the event of any inconsistency, this Schedule prevails over the Conditions of the other Schedules and other applicable documents above, except Condition 11 of Schedule I.

2 The Auto-sweeping Service

2.1 The Bank will determine the Debit Balance at the Cut-off Time on every Business Day. If the Debit Balance does not exceed the Ceiling Amount and at the Transfer Time the amount of available cleared funds in the Savings Account equals or exceeds the Debit Balance, then the Bank will (at the Transfer Time) automatically transfer the Prescribed Sum from the Savings Account to the Current Account.

2.2 If any one of the conditions set out in Condition 2.1 of this Schedule is not satisfied, the Bank will not effect the transfer referred to in that Condition.

2.3 Despite any transfer effected by the Bank pursuant to Condition 2.1 in this Schedule, interest will accrue on the Debit Balance from the date the Current Account becomes overdrawn to the date of full repayment thereof at the same rate(s) that applies to the OD Protection or any unauthorised overdraft, or both (as the case may be).

3 Customer's Responsibility

The Customer acknowledges and agrees that it is its duty to continually monitor and maintain sufficient available cleared funds in the Savings Account to enable all applicable instructions, obligations and liabilities on the Savings Account owed to the Bank or any third party (including any autopay or direct debit instructions) to be met, or discharged, or both, taking into account any automatic transfers which may be effected by the Bank pursuant to the Auto-sweeping Service.

4 Exclusion of Liability

4.1 The Bank is not liable or responsible to the Customer or any third party for checking or matching any applicable instructions, obligations or liabilities of the Customer owed to the Bank or any third party on the Savings Account, or for the consequences arising out of or in connection with the provision of the Auto-sweeping Service. For example, the Bank is not liable for any Loss suffered by the Customer or any third party resulting from the lack or insufficiency of funds in the Savings Account to meet or discharge any applicable instructions, obligations or liabilities on the Savings Account.

4.2 The Bank is not liable for Loss incurred by the Customer as a result of the provision of the Auto-sweeping Service by the Bank, unless those Loss were caused by the negligence or wilful default of the Bank or its officers or employees.

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Schedule XVIII ForEx Switching Service

1 General

This Schedule, the MSA, the Hong Kong SAR Local Conditions and Schedule I apply to the Customer's use of auto-sweeping service. The Conditions of the other Schedules continue to apply to auto-sweeping service to the extent that they are relevant and consistent with the provisions of this Schedule. In the event of any inconsistency, this Schedule prevails over the Conditions of the other Schedules and other applicable documents above, except Condition 11 of Schedule I.

2 ForEx Switching Service

2.1 The Bank is appointed and authorised to provide to the Customer the following ForEx Switching Service described in Condition 2.2 of this Schedule (the "**ForEx Switching Service**"), subject to the Conditions set out in this Schedule ("**ForEx Terms**"). However, the Bank reserves the right to refuse to provide the ForEx Switching Service, in its sole discretion.

2.2 The ForEx Switching Service will enable the Bank to do any of the following, without notice to or consent from, the Customer:

(a) debit any and all available credit balances in the Savings Account, the Current Account, or both, maintained by the Customer under the Master Account (whether denominated in HKD or any other currency and whether denominated in one or more currencies) determined in accordance with Condition 3.5 in this Schedule (the "**Available Balance**") at the intervals elected by the Customer;

(b) at the Customer's instruction, use any available pre-arranged overdraft facilities under the debit account (the "**Available Credit Limit**") for the ForEx Switching Service;

(c) apply the amount debited to the purchasing of the currencies elected by the Customer subject to the Exchange Rate Criteria (as defined below in this Schedule) elected by the Customer; and

(d) credit any and all amount of each purchased currency to any account maintained by the Customer under the Master Account in the relevant currency denomination.

2.3 Notwithstanding any provisions to the contrary in these ForEx Terms, the Bank is entitled to prescribe and vary at its discretion from time to time:

(a) the currencies and any minimum or maximum amount of each currency which may be exchanged by the Customer;

(b) any minimum or maximum amount which the Customer may elect to transfer pursuant to the ForEx Switching Service;

(c) the timing and frequencies at which transfers may be made pursuant to election by the Customer;

(d) the criteria determining the availability and amount of Available Balance, or Available Credit Limit, or both (the "**Balance Criteria**"), which the Customer may elect for the purpose of marking the transfer amount (the "**Marked Transfer Amount**");

(e) the criteria determining whether actual transfers are to be made to effect purchases of currencies (the "**Exchange Rate Criteria**"), which the Customer may elect;

(f) the timing at which the Bank applies the Balance Criteria elected by the Customer to the relevant account to determine the Available Balance and/or Available Credit Limit, and in turn the Marked Transfer Amount;

(g) the timing and frequencies at which the Bank checks the Exchange Rate Criteria elected by the Customer against the prevailing buying rate or selling rate applicable to the relevant currencies quoted by the Bank to determine whether any actual transfer will be made to effect a purchase; and

(h) any minimum or maximum number of transfer instructions which the Customer may set up under the ForEx Switching Service, whether by reference to an account, a currency or any other criteria.

2.4 The Bank reserves the right not to act on any transfer instruction of the Customer if:

(a) where (1) the Customer has not instructed the Bank to use any Available Credit Limit, the Available Balance in the debit account is insufficient, at the time of actual transfer, to pay the Marked Transfer Amount determined in accordance with Condition 3.5 of this Schedule, or (2) where the Customer has instructed the Bank to use any Available Credit Limit, the Available Balance together with the Available Credit Limit in the debit account are insufficient, at the time of actual transfer, to pay the Marked Transfer Amount, whether or not due to any decrease in the Available Balance and/or Available Credit Limit in the account after determining the Marked Transfer Amount; or

(b) there are any irregularities concerning the relevant account or other technical or operational reasons not to act on the transfer instruction.

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3 Balance Criteria and Exchange Rate Criteria

3.1 The Bank may prescribe Balance Criteria and Exchange Rate Criteria by reference to such factors and/or standards and/or a combination of factors and standards at its discretion.

3.2 The Customer will elect his Balance Criteria and Exchange Rate Criteria and notify the Bank of his election in such manner as the Bank may require from time to time.

3.3 Subject to the agreement of the Bank, the Customer may instruct the Bank in such manner as the Bank may require from time to time to vary any Balance Criteria or Exchange Rate Criteria elected by the Customer and/or to cancel any transfer instruction or suspend it for a specified period. Any instruction received by the Bank pursuant to this Condition 3.3 will not be effective until after the Bank has been given reasonable time to process it. The Bank will continue to act on any transfer instruction unless and until the Bank has received the Customer's instructions otherwise.

3.4 Subject to the agreement of the Bank, the Customer may elect a fixed transfer amount or a variable transfer amount, and the Marked Transfer Amount in each case will be determined in accordance with Condition 3.5 of this Schedule. The Bank will debit the Marked Transfer Amount from the debit account if the Available Balance (or, if the Customer has instructed the Bank to use the Available Credit Limit, the Available Balance together with the Available Credit Limit) are sufficient, at the time of actual transfer, to pay the Marked Transfer Amount. In case of any insufficiency at the time of actual transfer, no transfer will be made. The Bank will not be under any obligation to ensure that any minimum credit balance remains in the debit account after debiting the Marked Transfer Amount.

3.5 The Bank will determine the Available Balance and/or the Available Credit Limit, and in turn the Marked Transfer Amount in the debit account by applying the Balance Criteria elected by the Customer against the day-end balance in the account on the Business Day before the transfer date as reflected in the Bank's records. If the Customer elects a fixed transfer amount and the Available Balance (or, if the Customer has instructed the Bank to use the Available Credit Limit, the Available Balance together with the Available Credit Limit) in the debit account on the previous Business Day exceed the fixed transfer amount specified by the Customer, then the Customer specified amount will be marked as the Marked Transfer Amount. If the Customer elects a variable transfer amount, any and all of the Available Balance (or, if the Customer has instructed the Bank to use the Available Credit Limit, any and all Available Balance together with any and all Available Credit Limit) on the previous Business Day will be marked as the Marked Transfer Amount.

3.6 If the day on which the Bank is:

(a) to apply the Exchange Rate Criteria to determine whether any transfer and purchase will be made; or

(b) to make any transfer or purchase,

is not a Business Day, the Bank will perform the relevant action on the next Business Day except that the Bank will perform the relevant action on the previous Business Day if the next Business Day falls into the next month.

4 Transactions

4.1 The Bank will check the Exchange Rate Criteria elected by the Customer against the prevailing buying rate or selling rate applicable to the relevant currency quoted by the Bank at the time(s) of checking. Unless the Bank has made other arrangements with the Customer, the Bank will be entitled to effect a currency transaction for the Customer at such prevailing rate quoted by the Bank if such rate falls within the Exchange Rate Criteria elected by the Customer. The Bank will not be under any obligation to check the Exchange Rate Criteria elected by the Customer against the rates prevailing in the relevant foreign exchange market on a real time basis, nor to effect any currency transaction at such rates.

4.2 The Customer acknowledges that no warranty or guarantee is given by the Bank that the Bank will effect any transaction for the Customer pursuant to the ForEx Switching Service. The Bank may be unable to check whether the Exchange Rate Criteria elected by the Customer match the prevailing rates quoted by the Bank or to effect any transaction notwithstanding that the Customer's Exchange Rate Criteria have been matched due to the volume of instructions and transactions, market circumstances or other factors beyond the Bank's reasonable control which may be existing at the relevant time. The Bank will not be liable for any Loss or damage which the Customer may suffer or incur as a result of the Customer's Exchange Rate Criteria not being checked or matched or any transaction not being effected due to the above circumstances.

5 Fees

The Bank reserves the right to charge fees in relation to the use and/or termination of the ForEx Switching Service and to revise such fees. The Bank will determine and notify the Customer of the rate of any fee from time to time which will be binding on the Customer if the Customer continues to maintain or use the ForEx Switching Service after the effective date for imposing the fee or the revised fee. Fees may be collected from the Customer in such manner and at such intervals as the Bank may specify. Paid fees are not refundable except otherwise specified by the Bank.

6 Variation and Termination

6.1 The Bank has the right to determine and vary from time to time the scope and extent of the ForEx Switching Service.

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6.2 The Bank may, at any time, without giving notice or reasons suspend or terminate the ForEx Switching Service or its use by the Customer.

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Schedule XIX Business Card

1. If a Business Card is issued to the Customer or Cardholder, each of the Customer and the Cardholder will be bound by the relevant "Business Card Programme Agreement" and the "Terms and Conditions for using the Services of the 'Credit Cards Customer Service Hotline' for Business Card Programme" for the Customer and the Cardholder and all such other terms relating to credit cards introduced by the Bank from time to time (together, the "**Business Card Terms**").

2. All Conditions set out in Schedule I also apply to the Customer's and/or its Cardholder's use of a Business Card. The Conditions of the other Schedules continue to apply to the use of Business Card to the extent that they are relevant and consistent with the provisions of this Schedule. The Business Card Terms prevail over the Conditions of the other Schedules and the Conditions in Schedule I to the extent of any inconsistency between them (save for Condition 11 of Schedule I).

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Schedule XX HSBC Business Debit Mastercard

1 General

This Schedule, the MSA, the Hong Kong SAR Local Conditions and Schedule I apply to a Customer's use of Cards through Cardholders. The conditions of the other Schedules continue to apply to the use of Cards to the extent that they are relevant and consistent with the provisions of this Schedule. In the event of any inconsistency, this Schedule prevails over the Conditions of the Other Schedules and the other applicable documents above, except Condition 11 of Schedule I.

2 Definitions

Capitalised terms used in this Schedule shall have the meanings set out below. If any capitalised term used in this Schedule is not defined below, that capitalised term has the meaning set out in Schedule XXIV.

"**Card**" means an HSBC Business Debit Mastercard issued by the Bank in physical or digital form.

"**Cardholder**" means any person to whom the Bank has issued a Card following receipt from the Customer of a duly completed application or nomination form in a format specified by the Bank.

"**Device Passcode**", in respect of a Mobile Device, means the access passcode of that Mobile Device.

"**Mobile Debit Card**" means a digital version of a Card stored in the Mobile Wallet.

"**Mobile Device**", in respect of a Mobile Debit Card, means the smartphone, tablet or other electronic, digital or mobile device stored with or enabled to access or use that Mobile Debit Card.

"**Mobile Wallet**" means a wallet application provided by a Mobile Wallet Provider.

"**Mobile Wallet Provider**" means the provider of the Mobile Wallet in Mobile Device, as designated by the Bank from time to time.

"**PIN**" means any number or code that is used by the Bank to identify a Cardholder when the Cardholder gives instructions or make a transaction using a Card.

3 Card

3.1 Once a Card has been issued by the Bank, the Card shall form part of the Services under these Conditions. Each Cardholder can access, make withdrawals from and deposit cash to the Master Account with the use of a Card. The Bank has the right, at its discretion, to refuse to issue any Card for whatever reason.

3.2 The Customer shall be responsible for ensuring that each Card is signed by the Cardholder promptly upon receipt.

3.3 Each Card is the property of the Bank, is not transferable and shall be returned to the Bank immediately by the Customer and/or Cardholder upon the Bank's request.

3.4 When the Bank exercises its rights under the MSA and Condition 16 of Schedule I to add to, delete, or vary any of the Conditions under this Schedule, the use of the Card after the date upon which that change is to take effect (as specified in the Bank's notice), will constitute acceptance without reservation by the Customer of such changes. If the Customer does not accept any proposed changes, the Card must be returned to the Bank prior to the date upon which such changes are to take effect.

3.5 The Customer undertakes that it shall:

(a) ensure that a Card is used solely for the purposes of the Customer's business;

(b) (i) comply with this Schedule and other terms applicable to the use of a Card and (ii) ensure acceptance and compliance by Cardholders with this Schedule and other terms applicable to the use of a Card; and

(c) comply with and ensure compliance by Cardholders with any instructions or recommendations the Bank may issue to the Customer and/or Cardholders in connection with the use of a Card, including without limitation measures to safeguard the Card, PIN or Mobile Device.

3.6 The Bank shall be under no responsibility to the Customer to:

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(a) ensure that a Cardholder duly complies with this Schedule, other terms applicable to the use of the Card, and any instructions or recommendations the Bank may issue in connection with the use of a Card;

(b) take any legal action or proceedings against a Cardholder;

(c) ensure that the Card is used for the purposes of the Customer's business or within any Cardholder's authority conferred by the Customer in respect thereof; or

(d) review, monitor or investigate use of a Card.

The Bank shall not be liable for any consequential or indirect damages arising from or related to the use of the Card.

3.7 No cash advance or credit facility or overdraft facility are offered under a Card.

3.8 The Bank may at any time without prior notice:

(a) introduce, vary, restrict, suspend, withdraw or cancel any of the rights, benefits, functions, services, facilities, rewards and privileges in connection with a Card;

(b) set and vary any limits and conditions for using a Card, including transaction limits and permitted transaction currencies.

3.9 The Bank shall make available Card control functions on the HSBC HK Business Express mobile app. The use of the Card control functions will be subject to this Schedule and the relevant terms and conditions that apply to the HSBC HK Business Express mobile app. The Customer authorises the Bank to treat all instructions for Card control received by the Bank as instructions properly authorised by the Customer, and such instructions shall prevail over the terms of any other Customer's mandates given to the Bank at any time concerning the Customer's accounts or affairs if there is any inconsistency between them.

3.10 A Cardholder undertakes that he/she shall not permit any other person to use the Card and will at all times safeguard the Card and keep it under his/her personal control.

4 Statements

The Customer and/or Cardholder should promptly notify the Bank of any transaction shown in a Master Account statement that was not authorised by such Cardholder. The notification should be given to the Bank within 60 days of the date of the transaction and in such manner prescribed or accepted by the Bank from time to time. If no notification is given to the Bank within such 60-day period, the transaction in question will be considered as correct, conclusive and binding on the Customer and the Customer will be regarded as having waived any right to object or pursue any remedy against the Bank in relation to that transaction.

5 Liability

5.1 The Customer shall be solely liable to the Bank for the value of all transactions (including ATM transactions) made by use of a Card and all amounts properly debited to the Card, whether or not that transaction has been made (a) for the purposes of the Customer's business, (b) with the authority of the Cardholder and/or the Customer or (c) by the Cardholder, together with any fees, interest and charges payable under this Schedule. The liability of the Customer shall include any transactions undertaken or amounts debited to the Card after suspension, cancellation or expiration of a Card.

5.2 Notwithstanding Condition 5.1 of this Schedule, the Customer shall have no liability for any transactions not authorised by the Customer or a Cardholder using a Card after the Customer or the relevant Cardholder has reported to the Bank's Card Centre by phone (Tel: 2748 8288) that the Card has been lost or stolen or that the Card details may be known by a third party or that unauthorised or fraudulent use is suspected, provided the Bank has acknowledged such report.

Upon a report being made to the Bank pursuant to this Condition 5.2, the Bank will follow its usual procedures to cancel or suspend use of the Card, but if any loss, theft, fraudulent or unauthorised use of a Card or the disclosure of the Card details is attributable to the fraud or negligence of a Cardholder or of the Customer (or of any agent, representative, employee or officer (collectively, "**Representative**") of a Cardholder or the Customer from time to time), the Customer shall remain liable for any transactions (including ATM transactions) made by use of the Card even after a report has been made to the Bank in accordance with this Condition 5.2. For the purpose of this Condition, "**negligence**" shall include (without limitation) any relevant failure by the Cardholder or the Customer (or by any Representative from time to time) to observe any measures to safeguard a Card, PIN or Mobile Device or with regard to the usage of a Card as recommended by the Bank from time to time.

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5.3 For clarity, the Customer is liable for Card transactions even if:

(a) the Customer is in dispute with or has a claim against the merchant for any reason, including (without limitation) non-delivery or non-performance of the merchant, or any defect in the goods or services provided by the merchant. The Customer must seek redress in respect of such goods or services from the relevant merchant directly;

(b) the Cardholder does not sign a sales slip (including where a transaction may be effected by telephone, mail, electronic means or direct debit arrangement without a sales slip or Cardholder signature) or the signature on the sales slip is different from the signature on the Card; or

(c) the transaction is effected involuntarily.

5.4 The Customer shall be fully and solely liable for the obligations of each Cardholder under this Schedule.

5.5 The Bank shall have no responsibility or liability if any merchant, cash machine, terminal, or bank refuses to or cannot accept a Card transaction for any reason.

6 Direct Debit Arrangement

The Customer and a merchant have to agree on the setting up, modification or termination of any direct debit arrangement in order to charge payments to the Master Account through the use of a Card. The Bank has the right not to act on any request to set up, modify or terminate such arrangement if there is any dispute between the Customer and the merchant.

7 Cash deposit via ATM

Cash deposited with any ATM by use of a Card will be credited to the Master Account, subject to subsequent verification by the Bank in its normal course of business. The advice slip issued by the ATM at the time of deposit only represents what the Cardholder purports to have deposited and will not bind the Bank.

8 Sufficient funds in Master Account

8.1 The Bank is authorised to debit the Master Account with the value of all transactions (including ATM transactions) made by use of a Card and all amounts properly debited to the Card.

8.2 If a Cardholder effects a transaction using a Card in a Foreign Currency, the Bank will debit the transaction amount in the following manner:

(a) if the transaction is denominated in a Foreign Currency which the Customer may access under the Master Account and there are sufficient available funds in that Foreign Currency in the Master Account to settle the amount of the transaction in full, the Bank will debit the full amount of the transaction in that Foreign Currency from the Master Account;

(b) if there are insufficient available funds in the Foreign Currency in the Master Account to settle the full amount of the transaction, or if the Customer does not have access to the Foreign Currency under the Master Account, the Bank may convert the amount of the transaction from the Foreign Currency into Hong Kong Dollars. If there are sufficient available funds in the Hong Kong Dollar savings or current account opened under the Master Account to settle the converted amount in full, the Bank will debit the converted amount in full from such Hong Kong Dollar savings or current account. If there are insufficient available funds in either of the Hong Kong Dollar savings or current account to settle the converted amount in full, the Bank has the right to reject the transaction. For avoidance of doubt, the Bank will not combine the available funds in Hong Kong Dollar held in such Hong Kong Dollar savings and current accounts for settling the converted amount, and the Bank has the right to effect the currency conversion in each case at the exchange rate and at the time as the Bank considers appropriate. The Customer shall bear all exchange rate risks, losses, commissions and other fees and charges that may arise.

8.3 If a Cardholder effects a transaction using a Card in Hong Kong Dollars, the Bank will debit the transaction amount in the following manner:

(a) if there are sufficient available funds in the Hong Kong Dollar savings account opened under the Master Account to settle the amount of the transaction in full, the Bank will debit the full amount of the transaction from that Hong Kong Dollar savings account;

(b) if there are insufficient available funds in the Hong Kong Dollar savings account opened under the Master Account to settle the full amount of the transaction and there are sufficient available funds in the Hong

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Kong Dollar current account held under the Master Account to settle the amount of the transaction in full, the Bank will debit the full amount of the transaction from the Hong Kong Dollar current account;

(c) if there are insufficient available funds in either of the Hong Kong Dollar savings or current accounts to settle the amount in full, the Bank has the right to reject the transaction. For avoidance of doubt, the Bank will not combine the available funds held in Hong Kong Dollar savings and current accounts for settling the transaction amount.

9 Card Stored in Mobile Wallet of a Mobile Device

9.1 A Cardholder may store a Card issued to him/her in his/her Mobile Wallet.

9.2 A Cardholder may need to agree to separate terms with the Mobile Wallet Provider, which govern the registration and storage of a digital version of a Card in the Mobile Wallet and the use of the Mobile Wallet (including the use of any data the Cardholder may provide to the Mobile Wallet Provider). Those separate terms will not change or override this Schedule or the Conditions.

9.3 By registering a Card in a Mobile Wallet, the Customer and the Cardholder consent to the Bank sending SMS message to the Cardholder for verification and activation purposes based on the Cardholder's phone number last recorded with the Bank.

9.4 If a Cardholder has any questions or complaints about the Mobile Wallet, the Cardholder should contact the Mobile Wallet Provider using the contact information provided by the Mobile Wallet Provider. The Bank shall have no obligation to assist the Cardholder or Customer with, or participate in, such communications.

9.5 The Customer is fully responsible for any disclosure by a Cardholder of his/her Mobile Debit Card details, Device Passcode, PIN, password or other security details relating to his/her Mobile Debit Card, Mobile Wallet or Mobile Device to any other person, even if such disclosure is accidental or unauthorised. The Customer shall bear all risks and consequences of a Mobile Debit Card and Mobile Wallet being used by unauthorised persons or for unauthorised purposes.

9.6 The Bank shall have no liability for any loss suffered by the Customer and/or the Cardholder arising from or in connection with any operational or other issues of the Mobile Wallet or Mobile Wallet Provider.

10 Cash Rebate

10.1 The Bank may offer cash rebate to eligible transactions made by the use of a Card. The Bank's decision on a transaction's eligibility for the cash rebate is final and conclusive.

10.2 The Bank has sole discretion to set, vary, suspend or withdraw any cash rebate offers and arrangements from time to time.

10.3 The Bank has the right not to pay any cash rebate and the right to debit from the Master Account any cash rebate paid to the Customer if, in the Bank's reasonable opinion, there is fraud or abuse relating to the earning or using of cash rebate. Such fraud or abuse may include (without limitation) obtaining refund of the amount of a Card transaction by any means after earning the cash rebate for that transaction.

10.4 The Bank has the right not to offer cash rebate if the Card is suspended or conditions have been imposed for accessing the Master Account or the Master Account is suspended.

10.5 10.5 The Bank may determine the eligibility of transactions based on merchant codes issued by Mastercard from time to time. Such codes are managed by Mastercard and the Bank is not liable for the accuracy or categorisation of transaction merchant types or merchant codes.

10.6 The Bank has the right to determine the currency in which cash rebate will be paid.

10.7 If the Bank decides to pay the cash rebate for a Foreign Currency transaction in Hong Kong Dollars, the Bank will calculate the cash rebate amount based on the transaction amount posted in the Hong Kong Dollar account opened under the Master Account.

10.8 The Customer will not be entitled to cash rebate if the Master Account is closed and/or the relevant Card has been cancelled, for any reason, before the cash rebate is credited to the Master Account.

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11 Fees and Charges

The Bank may charge the Customer fees and charges for the use of Cards from time to time as the Bank at its sole discretion thinks fit and the Master Account will be debited with such fees and charges in respect of the use of the Cards. The current levels of the fees are as set out in the HSBC Commercial Tariffs for Hong Kong Commercial Customers ("Commercial Tariff") or as otherwise notified to the Customer and/or Cardholder. If particular services not specified herein are required, other fees and charges as set out in the Commercial Tariffs may apply. The Commercial Tariffs are available on the Bank's public website and at all branches upon request.

12 Termination

12.1 The Customer may request to cancel a Card at any time by written notice to the Bank, accompanied by the return of the Card. The Bank will cancel the Card once it has had a reasonable opportunity to act upon receipt of the written notice.

12.2 Upon termination of a Cardholder's employment or relationship with the Customer, the Customer shall immediately cancel the Card of such Cardholder in accordance with Condition 12.1 of this Schedule. The Customer shall remain liable for Card transactions irrespective of the Cardholder's relationship with the Customer until such Card has been returned to the Bank.

12.3 The Bank may at any time without prior notice:

(a) suspend, cancel, withdraw or refuse to replace or renew a Card;

(b) suspend, withdraw or terminate any of its services with respect to a Card.

On being notified that the Bank has cancelled a Card, the Customer shall return the Card to the Bank.

12.4 If the Customer's Master Account is closed or terminated, the Cards will be cancelled by the Bank without further notice. The Customer shall return the Cards to the Bank.

12.5 In cancelling a Card, the Bank will follow its usual procedures to block use of the Card, but if transactions are made by use of a Card after cancellation, this Schedule shall continue to apply in relation to that Card and transactions made under it and the Customer shall be liable for such transactions.

13 Notices

13.1 The Customer must notify, and ensure that any Cardholder notifies, the Bank promptly in writing of any changes in either the Customer's or such Cardholder's address and/or contact details.

13.2 Any notice or communication given by the Bank under this Schedule will be deemed to have been received by the Customer or the Cardholder:

(a) within two days of posting or sending to the address of the Customer or the Cardholder last notified to the Bank;

(b) immediately upon sending to the email address of the Customer or the Cardholder last notified to the Bank.

13.3 Subject to Condition 3.9 in this Schedule, any notice, instruction or other communication required to be given in connection with this Schedule by the Customer to the Bank shall be in writing and shall be given by delivering it by hand or sending it by ordinary post to such address of the Bank as may be specified by the Bank and shall be deemed given or received when actually received by the Bank.

14 Gambling and Illegal Transactions

No Card shall be used for payment of online or card not present gambling transactions or any other transaction which is illegal under any applicable laws. The Bank reserves the right to decline processing any Card transaction which it suspects to be of such nature. In the event that the Bank suspects, believes or otherwise has knowledge that any Card transaction effected is for the purpose of or is otherwise related to online gambling or a transaction which is illegal under any applicable or relevant laws, the Bank reserves the right to reverse or cancel that transaction and to cancel the Card.

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Schedule XXI Phone Banking Service

1 Scope

1.1 This Schedule, the MSA, the Hong Kong SAR Local Conditions, and Schedule I apply to the Phone Banking Service. All agreements, terms and conditions governing the respective accounts, cards, services and products accessible or covered by the Phone Banking Services, including in the Conditions of the other Schedules, continue to apply, to the extent they are relevant and consistent with the provisions of this Schedule. In the event of any inconsistency, this Schedule prevails over the Conditions of the other Schedules and the other applicable documents above, except Condition 11 of Schedule I.

1.2 The Bank may do any of the following at any time and without prior notice:

(a) specify or vary the scope, features or conditions of the Phone Banking Service; or

(b) revoke the Customer's right to give Telephone Instructions.

1.3 If the Customer wishes to use the Phone Banking Service, it must provide the Bank with Telephone Instructions on the Customer's accounts and cards.

1.4 All Authorised Phone Banking Service Users may use the Phone Banking Service and give Telephone Instructions singly, even if the signing authority or signing arrangement applicable to the relevant Debit Account, Credit Account or other account prescribes a different signing authority or arrangement.

1.5 The Customer may designate the Credit Accounts and the Debit Accounts on which the Phone Banking Service is to be used, provided that designation is made in the manner and form acceptable to the Bank. By designating a Debit Account, the Customer confirms that each Debit Accountholder of that Debit Account:

(a) has authorised the Customer to debit that Debit Account by using the Phone Banking Service;

(b) agrees with, and agrees to be bound by, any Telephone Instructions purported to be given by the Customer; and

(c) has accepted the provisions of this Schedule.

2 Limitation of Bank's liability

2.1 The Bank:

(a) is authorised to act on Telephone Instructions given using the Customer's PIN;

(b) has no duty to verify the identity of the person using the Customer's PIN or that person's authority to give Telephone Instructions;

(c) is not liable for acting in good faith on the basis of a Telephone Instruction given using the Customer's PIN, even if that Telephone Instruction was not authorised by the Customer;

(d) is not responsible for the accuracy, completeness and correct transmission of a Telephone Instruction or for ensuring it will achieve the Customer's intended purpose;

(e) is not required to process a Telephone Instruction immediately or on the same day of the Bank's receipt of such Instruction;

(f) is not liable for any delay or failure in effecting a Telephone Instruction;

(g) is not required to, but may, act on a Telephone Instruction if there are no sufficient funds or available credit facilities;

(h) is not required to notify the Customer or any Debit Accountholder before acting on a Telephone Instruction;

(i) may exclude any joint account from the Phone Banking Service; and

(j) is not responsible for notifying any person of the Phone Banking Service.

2.2 The Bank's decisions on whether to effect a Telephone Instruction and on the timing of effecting a Telephone Instruction, are final and binding on the Customer and on each Debit Accountholder.

2.3 If a personal account of the Authorised Phone Banking Service User is designated as a Credit Account, the Customer should be aware that a higher amount cannot be transferred from an Account to the aforesaid personal account without the Customer's prior knowledge. The Bank will not be held liable in acting on a Telephone Instruction emanating from an Authorised Phone Banking Service User instructing the Bank to transfer funds to his or her personal account (whether or not designated as a Credit Account) and is under no obligation to make any enquiries in relation thereto.

3 Customer's responsibilities

3.1 Neither the Customer nor any Authorised Phone Banking Service User may:

(a) allow any other Person to use its PIN (whether voluntarily or not); or

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(b) keep a record of its PIN in any way that may enable another Person to use it.

3.2 The Customer and each Authorised Phone Banking User must do each of the following:

(a) keep its PIN strictly confidential;

(b) promptly report to the Bank any Loss, theft, disclosure or unauthorised use of the Customer's PIN;

(c) (together with each relevant Debit Accountholder), ensure that there are sufficient funds or available credit facilities in the relevant Debit Account to effect a Telephone Instruction;

(d) (together with each relevant Debit Accountholder), repay and indemnify the Bank for any overdraft, advance or credit created by effecting a Telephone Instruction;

(e) immediately notify the Bank if a Debit Account is converted to a joint account with a joint signing arrangement; and

(f) immediately notify a Debit Accountholder, the holder of a Credit Account and each other Person with whom the Customer effects a transaction or fund transfer using the Phone Banking Service, of the details of that transaction or fund transfer.

3.3 Any exchange rate or interest rate quoted by the Bank in response to a Telephone Instruction is for reference only, unless the rate is confirmed by the Bank for a transaction. A rate confirmed by the Bank and accepted by the Customer for a transaction through the Phone Banking Service will be binding on the Customer and each relevant Debit Accountholder, even if the Bank has previously quoted a different rate.

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Schedule XXII Drop & Go Counter Service

1 General

This Schedule, the MSA, the Hong Kong SAR Local Conditions and Schedule I apply to the Customer's use of the Drop & Go Counter Service. The Conditions of the other Schedules continue to apply to the Drop & Go Counter Service to the extent that they are relevant and consistent with the provisions of this Schedule. In the event of any inconsistency, this Schedule prevails over the Conditions of the other Schedules and other applicable documents above, except Condition 11 of Schedule I.

2 Scope

2.1 The Drop & Go Counter Service enables the Customer to submit applicable documents and items at "Drop & Go Counters" accepted by the Bank for its processing (the "**Drop & Go Counter Service**"). The scope of the Drop & Go Counter Service shall be determined and notified (via such means of communication as the Bank shall decide) by the Bank from time to time. This Schedule only applies to the Drop & Go Counter Service.

2.2 The Customer must use the Drop & Go Counter Service in accordance with the Bank's guidelines and directions from time to time.

2.3 If the Bank accepts deposits of banknotes, coins or cheques:

(a) the Bank is only responsible for those deposits once the Bank has received, counted and verified those banknotes, coins or cheques (as applicable) in accordance with the Bank's practice and to the Bank's satisfaction; and

(b) the Bank will only credit to the Customer's Account those banknotes, coins or cheques that the Bank has received, counted and verified to the Bank's satisfaction.

2.4 The following decisions are final and binding on the Customer:

(a) the Bank's decision as to how to account for any discrepancy between the details specified in a pay-in-slip and the banknotes, coins or cheques accompanying that pay-in-slip which are received by the Bank; and

(b) the Bank's decision to not accept any banknotes, coins or cheques deposited.

3 Customer's responsibility

3.1 The Customer must ensure that all documents and items submitted under the Drop & Go Counter Service are complete, accurate and properly signed. The Bank has the right to not process any document or item if it is incomplete, inaccurate or improperly signed.

3 Limitation of Bank's liability

3.1 The Bank is not liable for any loss, damage or expense of any kind which the Customer or any other person incurs or suffers in relation to the Customer's use of the Drop & Go Counter Service which is provided in accordance with the Customer's Instructions. In addition, the Bank is not liable for either:

(a) the Bank's decision to not process, or to delay processing, any Instruction or item deposited (or part of it); or

(b) the Customer's default in performing its obligations under the Conditions in this Schedule or under any Applicable Regulations.

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Schedule XXIII Trade facilities, products and services

1. This Schedule, the MSA, the Hong Kong SAR Local Conditions and Schedule I apply to a Customer's application and/or use of any trade facilities, products and services of the Bank. The conditions of the other Schedules continue to apply to the application and/or use of any trade facilities, products and services of the Bank to the extent that they are relevant and consistent with the provisions of this Schedule. In the event of any inconsistency, this Schedule prevails over the Conditions of the other Schedules and the other applicable documents above, except Condition 11 of Schedule I, unless the Bank otherwise agrees.

2. If a Customer applies for, uses and/or gives instructions to the Bank with respect to any trade facilities, products and services of the Bank, the Customer will be bound by the Standard Trade Terms (as amended and supplemented from time to time) of the Bank and all such other terms relating to such trade facilities, products and services (together, the "Trade Terms").

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Schedule XXIV Definitions

Definitions

Unless otherwise defined in these Conditions, capitalised terms in these Conditions have the meanings set out below.

"**Account**" means any of the following:

(a) a Savings Account;

(b) a Current Account;

(c) a Time Deposits Account;

(d) an Investment Services Account;

(e) a Securities Account; or

(f) any other account opened or to be opened by the Customer under the Master Account and provided for in the Conditions.

"**Account Package**" means a package designated by the Bank as an "Account Package" and allocated to a Customer. An "Account Package" allows the Customer to enjoy certain Features under, or in connection with, the Master Account.

"**Advice**" means any advice, report, message, record, confirmation, receipt, acknowledgement, notice or communication in respect of, or in relation to, one or more Accounts or of the products and services offered by the Bank, as from time to time issued or provided by the Bank in paper form.

"**Schedules**" means Schedules of the Business Integrated Account Service Schedules hereto and "**Schedule**" means any one of them;

"**Applicable Regulations**" means any Law, regulation or court order, or any rule, direction, guideline, code, notice or restriction (whether or not having the force of law) issued by any authority, industry or self-regulatory body, whether in Hong Kong or elsewhere, which the Bank or the Customer is expected to comply with.

"**ATM**" means automated teller machine.

"**ATM Card**" means any card in relation to the Master Account issued to the Customer by the Bank which may be used to effect banking transactions by electronic means, whether at automated teller machines, point of sale terminals or such other mediums made available by, or which are acceptable to, the Bank.

"**Authorised Person**" means any person identified to the Bank and authorised to act on behalf of the Customer and shall have the same meaning assigned to it in the MSA.

"**Authorised Phone Banking Service User**" means the person who is authorised by the Customer or the Debit Accountholder to operate the Master Account or the Debit Account through telephone. References to "Authorised Phone Banking Service User" in these Conditions include references to such Customer and to such Debit Accountholder.

"**Authorities**" includes any local or foreign judicial, administrative, public or regulatory body, any government, tax authority, securities or futures exchange, court, central bank or law enforcement body, self-regulatory or industry bodies or associations of financial service providers or any of their agents with jurisdiction over any part of the HSBC Group.

"**Auto-sweeping Service**" means the automatic fund transfer provided by the Bank to the Customer in accordance with the Conditions in Schedule XVII.

"**Bank**" means The Hongkong and Shanghai Banking Corporation Limited, including its successors and assigns, of 1 Queen's Road Central, Hong Kong, a registered institution under the Securities and Futures Ordinance (Cap. 571) of the Laws of Hong Kong. The Bank is registered with the Securities and Futures Commission, Hong Kong with central entity number AAA523.

"**BIA General Conditions**" means the Business Integrated Account General Conditions, which comprise the Hong Kong SAR Local Conditions; the Business Integrated Account Service Schedules; and the Master Services Agreement, as amended from time to time. Use of the Business Integrated Account is governed by the BIA General Conditions.

"**Business Day**" means:

(a) for the purposes of these Conditions, other than the Conditions in Schedule XIV (Structured Investment Deposits), a day (other than a Saturday, Sunday or public holiday) on which banks are open for general business in Hong Kong; or

(b) for the purposes of Schedule XIV (Structured Investment Deposits), a day (other than a Saturday, Sunday or public holiday) on which banks are open for business (including dealings in foreign exchange and Foreign Currency deposits) in:

(i) Hong Kong; or

(ii) if another location is stated or referenced, that location.

"**Business Debit Cards**" means any debit card issued by the Bank to the Customer, which may be used to debit funds from an Account.

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"**Business Integrated Account Opening Form**" means the account opening form completed and executed by or on behalf of the Customer for the purpose of opening the Master Account.

"**Business Internet Banking**" or "**BIB**" means the HSBC Groups' business Internet banking available through the Internet.

"**Business Internet Banking Customer Guide**" means the welcome letter, the Business Internet Banking brochure, the welcome guide, the security guide and all customer guides, manuals, help text or similar documents (whether in hard copy or in electronic form) issued by the Bank to the Customer at any time in any format for use with Business Internet Banking Services.

"**Business Internet Banking ID/User ID**" means the user short name for the Business Internet Banking Service designated (whether by the Bank, the Customer or the Customer Delegate as prescribed by the Bank) for use and/or used by the Customer Delegate.

"**Business Internet Banking Service**" means any banking product or service provided by the Bank to the Customer using Business Internet Banking.

"**Cardholder**" means any person designated or authorised by the Customer to use the ATM Card, the Business Card, or both (where applicable).

"**Cash Account**" means the account (including but not limited to an Account) maintained with the Bank by the Customer, which has been designated for the purpose of debiting and crediting funds in connection with the Investment Services and which is subject to various restrictions advised by the Bank to the Customer.

"**CCASS**" means the clearing system operated by the Hong Kong Securities Clearing Company Limited.

"**Ceiling Amount**" means the maximum fund transfer amount, prescribed by the Bank in its absolute discretion.

"**Claim**" means actions, proceedings or claims of any Person, for any alleged Losses, whether based in contract, tort, implied or express warranty, strict liability, statute, permit, ordinance, regulation, common law or otherwise.

"**Code of Banking Practice**" means the Code of Banking Practice issued jointly by the Hong Kong Association of Banks and the DTC Association in February 2015, and endorsed by the Hong Kong Monetary Authority.

"**Companies Registry**" means the Companies Registry of Hong Kong.

"**Compliance Obligations**" means obligations of the HSBC Group to comply with each of the following:

(a) any Laws, international guidance or internal policies or procedures;

(b) any demand from Authorities or reporting, disclosure or other obligations under Laws; or

(c) Laws requiring the HSBC Group to verify the identity of its customers.

"**Conditions**" means the conditions set out in all the Schedules of this Business Integrated Account Service Schedules, as amended, and "Condition" means any one of them.

"Confidentiality and Regulatory Annex" means the Annex to the MSA.

"**Confirmation**" means each separate Confirmation issued by the Bank to the Customer in respect of each Deposit Plus deposit pursuant to these Conditions, and "relevant Confirmation" means, in relation to each Deposit Plus deposit, the Confirmation issued by the Bank pursuant to Condition 2.3 of Schedule XIII in respect of such Deposit Plus deposit.

"**Connected Person**" means a person or entity (other than the Customer) whose information, including personal data or Tax information, is provided by the Customer, or on the Customer's behalf, to any member of the HSBC Group, or which is otherwise received by any member of the HSBC Group in connection with the provision of the Services. A "**Connected Person**" may include a guarantor, a director or officer of a company, partners or members of a partnership, any Substantial Owner, Controlling Person, beneficial owner, trustee, beneficiary, settlor or protector of a trust, account holder of a designated account, payee of a designated payment, the Customer's representative, agent or nominee, or any other person or entity with whom the Customer has a relationship (such as the Customer's buyers, suppliers and vendors) that is relevant to the Customer's relationship with the HSBC Group.

"**Consolidated Statement**" means a consolidated statement relating to the Services, the Accounts or such other information determined by the Bank, provided in paper or electronic form or in such other form, format, medium, means or manner determined by the Bank.

"**Controlling Persons**" means individuals who exercise control over an entity. For a trust, the "Controlling Persons" will include the settlor, the trustees, the protector, the beneficiaries or class of beneficiaries, and any other person who exercises ultimate effective control over the trust, and for entities other than a trust, the "Controlling Persons" will be persons in equivalent or similar positions of control.

"Conversion Rate" means, in relation to each Deposit Plus deposit, the Relevant Rate specified as such in the relevant Confirmation.

"Corporate Action" means any entitlement attributable to a security and offered by the issuer thereof.

"Country Conditions" means, for each relevant jurisdiction, the specific terms which supplement and/or amend any Relationship Document. For the purposes of determining the applicable Relationship Documents and order of priority of such

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documents in the event of any conflict, the **"Hong Kong SAR Local Conditions**" should be construed in the same manner as Country Conditions.

"**CPI Deposit**" means one of the types of investment which the Bank makes available, from time to time, as a Capital Protected Investment Deposit.

"**Credit Account**" means any account (including but not limited to an Account) maintained with the Bank, which is designated for the purposes of receiving a deposit of funds in relation to the Phone Banking Service.

"**Current Account**" means a current account maintained by the Customer with the Bank.

"**Customer**" means the holder of a Master Account. If there is more than one such holder, references to the "Customer" will be construed, as the context requires, to any, all or each of them.

"**Customer Authority**" means the authority given to the Bank by the Customer pursuant to Condition 2 of Schedule XII.

"**Customer Delegate**" means any Primary User or Secondary User who is authorised to use the Business Internet Banking Service.

"**Customer Financial Information**" means, in respect of a Customer, its financial situation, investment experience and investment objectives.

"**Customer Information**" means in relation to a Customer or a Connected Person, all or any of the following:

(a) personal data;

(b) information about the Customer or Connected Person, or either of their accounts or transactions;

(c) information about the use of the Bank's products or services by the Customer or Connected Person;

(d) information about the relationships of the Customer or Connected Person with the HSBC Group; or

(e) tax information.

"**Cut-off Time**" in Schedule XIV, in relation to a SID Deposit Period, means the applicable time and date stated in the relevant confirmation or Appendix or, failing which, the Bank's close of business on the second Business Day prior to the relevant scheduled SID Deposit Date. "**Cut-off Time**" in Schedule XVII, in relation to the Auto-sweeping Service, means such time of the day designated by the Bank in order to determine the Debit Balance.

"**Debit Account**" means, subject to the relevant Debit Accountholder having agreed to the terms of the relevant Conditions, any account (including but not limited to an Account) maintained with the Bank, which is designated for the purposes of making withdrawals of funds in relation to the Phone Banking Service.

"**Debit Accountholder**" means each holder of a Debit Account, including the Customer.

"**Debit Balance**" means the total amount overdrawn on the Current Account arising from use of any OD Protection or any unauthorised overdraft as at the Cut-off Time of each Business Day.

"**Demand Letter**" means a demand for repayment issued by the Bank to the Customer.

"**Deposit**" means each Deposit Plus deposit lodged with the Bank pursuant to these Conditions, the principal amount of which is set out in the relevant Confirmation.

"**Deposit Currency**" means, in relation to each Deposit Plus deposit, the currency in which such Deposit Plus deposit is denominated when received by the Bank, as set out in the relevant Confirmation.

"**Deposit Date**" means, in relation to each Deposit Plus deposit, the date on which such Deposit Plus deposit is made with the Bank in accordance with these Conditions, such date being a Business Day, and as set out in the relevant Confirmation.

"**Deposit Plus**" means the deposits referred to in Schedule XIII.

"**Digital Certificate**" means a security certificate that is issued to each Customer Delegate by the Bank or a member of the HSBC Group, to be used in conjunction with a Password to enable the Customer to access the hsbc.com Site, Business Internet Banking, or to effect Instructions (as applicable).

"**Direct Advice**" means an Advice relating to such types of transactions as may be specified by the Bank from time to time, issued or provided by the Bank in electronic form under the Service, including without limitation by facsimile.

"**Direct Banking Service**" means such support services made available to the Customer in connection with the Business Internet Banking Service.

"**Disposal Account**" means the account (including but not limited to an Account) maintained with the Bank nominated by the Customer for the purpose of holding funds which are not accepted as a SID Deposit or which are withdrawn from a SID Deposit.

"**Drop & Go Counter Service**" means the service described in Schedule XXII.

"**eAddress**" means the email address or facsimile number that the Customer has last registered with the Bank at the time the Bank sends an eCorrespondence to the Customer, whether registered under the Service or in connection with other accounts, products or services offered by the Bank.

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"**eAdvice**" means an Advice issued or provided by the Bank in electronic form under a Service, including a Direct Advice.

"**Early Redemption**" has the meaning given to it in Condition 3.2 of Sub-Schedule (A) of Schedule XIV.

"**eCorrespondence**" means an eStatement and/or an eAdvice.

"**Error**" means:

(a) an Error, discrepancy or unauthorised debit; or

(b) a transaction or entry arising from a forgery, forged signature, fraud, lack of authority or negligence of the Customer or any other person.

"**eStatement**" means a Statement issued or provided by the Bank in electronic form under the Service.

"**Facility Limit**" means the limit for a Facility referred to in Schedule XI.

"**Features**" means the Services, rewards, benefits, privileges and the like that a Customer is able to enjoy under, or in connection with, an Account Package.

"**Final Exchange Rate**" means, in relation to each Deposit Plus deposit, the Relevant Rate as quoted by the Bank in good faith, as of approximately the Fixing Time on the Fixing Date.

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

"**Financial Crime Risk Management Activity**" means any action to meet Compliance Obligations relating to, or in connection with, the detection, investigation or prevention of Financial Crime that the Bank or members of the HSBC Group may take.

"**Financial Product**" means, any securities, futures contracts or leveraged foreign exchange contracts as defined under the SFO. For the purposes of this definition, "leveraged foreign exchange contracts" mean those traded by persons licensed for a Type 3 regulated activity under the relevant regulations in Hong Kong.

"**Fixing Date**" means:

(a) in Schedule IX, in relation to a SID Deposit, the date specified as such in the relevant Appendix of SID Deposit; and

(b) in Schedule X, in relation of a Deposit Plus deposit, the date specified as such in the relevant Confirmation.

"**Fixing Time**" means 2:00 pm Hong Kong time.

"**Force Majeure Event**" means any event beyond the reasonable control of the Bank affecting the Bank's ability to comply with any agreement entered into with the Customers or acting on any Customer Instruction, 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 any agreement entered into with the Customers or acting on any Customer Instruction resulting from such an event could not be avoided by the exercise of commercially reasonable skill and care by the Bank.

"**Foreign Currency**" means a currency other than HKD.

"**HKD or Hong Kong Dollar**" means the lawful currency for the time being in Hong Kong.

"**Hong Kong**" means the Hong Kong Special Administrative Region of the People's Republic of China.

"**HSBC Group**" means HSBC Holdings plc and its subsidiary and associate undertaking, or any of their branches.

"**Hong Kong SAR Local Conditions**" means the "**Country Conditions**" as defined in the MSA and applies to the provision of products and Services by the Bank to the Customer in Hong Kong SAR.

"**hsbc.com Site**" means the HSBC portal through which the Customer accesses Business Internet Banking.

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"**Information**" means any information relating to any Securities, any product or any other investment made available to a Customer or Customer Delegate in connection with the Business Internet Banking Service.

"**Information Provider**" means a provider or author of any Information or Report.

"**Institution**" means any of the following:

(a) any member of the HSBC Group (other than the Bank); and

(b) any third party financial institution which the Customer has notified to the Bank should be treated as an Institution for the purpose of these Conditions.

"**Instruction(s)**" means each and any Instruction given in the form and by such means or mediums as may be acceptable to the Bank from time to time and may include by telephone, via the automated teller machines, via point of sale terminals, via Business Internet Banking, by any other electronic means or mediums and any other means or mediums as may be acceptable to the Bank from time to time.

"**Interest Period**" means, in relation to each Deposit Plus deposit, the period from and including the Deposit Date to but excluding the Interest Period End Date relating to such Deposit Plus deposit.

"**Interest Period End Date**" means, in relation to each Deposit Plus deposit, the Maturity Date as specified in the relevant Confirmation (and for the purposes of this definition, no adjustment to the Maturity Date as contemplated in the definition of "Maturity Date" set out below will be made).

"**Interest Year**" means the number of days in a year for the purpose of calculating the accrual of interest determined by the Bank by reference to the current market practice in Hong Kong in respect of the Deposit Currency.

"**Investment Services**" means the investment and custodian services to be provided under the Investment Services Account.

"**Investment Services Account**" means the account to which the Bank provides the Investment Services described in Schedule XII.

"**Item**" means a cheque or other monetary instrument.

"**Joint Signatory**" means a Person which maintains an Account or utilise a Service jointly with another Person.

"Laws" means any local or foreign law, regulation, judgment or court order, voluntary code, sanctions regime, agreement between any member of the HSBC Group and an Authority, or agreement or treaty between Authorities applicable to the Bank or a member of the HSBC Group.

"**Linked Currency**" means, in relation to each Deposit Plus deposit, such currency other than the Deposit Currency selected by the Customer and agreed by the Bank in the relevant Confirmation.

"**Loan Ratio Table**" means the table made available by the Bank in connection with the Secured Credit described in Schedule X.

"**Loss**" means any loss, damage, cost or expense of whatever kind or nature, whether based in contract, tort, implied or express warranty, strict liability, statute, permit, ordinance, regulation, common law or otherwise.

"**Market Requirement**" means the constitution, by-law, rule, regulation, custom, procedure, usage, ruling and interpretation of (i) any relevant exchange or market (whether in or outside Hong Kong) where transactions are executed, or (ii) any clearing house, custodian or depository of the relevant exchange or market, to which the Bank or the Customer is subject or with which the Bank or the Customer is expected to comply from time to time.

"**Master Account**" means the "Business Integrated Account" maintained by the Customer with the Bank including, where the context requires, a reference to any and each of the Accounts opened under the Master Account.

"**MSA**" means the Master Services Agreement that forms part of the BIA General Conditions and the Relationship Documents.

"**Maturity Date**" means, in relation to each Deposit Plus deposit, the date of maturity of such Deposit as agreed by the Bank and the Customer and set out in the relevant Confirmation, or if such date is not a Business Day the next following date which is a Business Day, or otherwise as determined in accordance with these Conditions.

"**MPF**" means the Mandatory Provident Fund of Hong Kong.

"**MPF Administrator**" means HSBC Life (International) Limited or such other person as may be appointed to administer the MPF scheme concerned.

"Notification Message" means the notification message referred to in Condition 20 of Schedule XV.

"**Notification Service**" means the service described in Condition 20 of Schedule XV.

"**OD Protection**" has the meaning set out in Condition 11 of Schedule III.

"**Online**" means by way of Internet access to Business Internet Banking through the hsbc.com Site.

"**Participation Rate**" means the rate referred to in Condition 6 of Schedule XIV (Sub-Schedule (A)).

"**Password**" means:

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(a) subject to paragraph (b), any confidential password, phrase, code or number, or any other identification whether issued to the Customer or any Customer Delegate by the Bank or adopted by the Customer or any Customer Delegate (including any Business Internet Banking ID/User ID) which may be used to access the hsbc.com site and/or Business Internet Banking or the Business Internet Banking Service or to effect Instructions; and

(b) in Schedule XVI, the password or personal identification number designated by either the Customer or the Bank (as the case may be) from time to time for accessing the eCorrespondence sent by email to the Customer's eAddress.

"**Person**" includes, where the context requires, any public body and any body of persons, corporate or unincorporated.

"**Phone Banking Service**" means the services provided by the Bank to the Customer referred to in Schedule XXI, which may be utilised by the Authorised Phone Banking Service User through the telephone.

"**PIN**" means the personal identification number, the Customer's voice print or other biometric credential for the time being established for a Customer or Authorised Phone Banking Service User for the purpose of identifying that Customer or Authorised Phone Banking Service User in giving instructions to the Bank by telephone or for use with the ATM Card. A "PIN" includes any code number assigned to the Customer or Authorised Phone Banking Service User by the Bank, any number subscribed by the Customer or Authorised Phone Banking Service User and the Customer's voice print generated by the Bank's collecting and analysing the Customer's voice or other biometric credential for that purpose.

"**Prescribed Sum**" means the fixed sum required for the purpose of repaying the Debit Balance in full and which must not exceed the Ceiling Amount.

"**Primary User**" means the Customer Delegate entrusted with responsibility for the initial Business Internet Banking portfolio registration and the Customer's on-going use of Business Internet Banking as described in the Business Internet Banking Customer Guide.

"**Redemption Amount**" means the sum representing the original principal amount of a SID Deposit increased (or reduced, as applicable) in accordance with the relevant Supplemental Conditions or the relevant Appendix of SID Deposit.

"Relationship Documents" means the "Relationship Documents" as defined in the MSA including these Conditions and the Supporting Documents.

"**Relevant Rate**" means:

(c) in respect of a Table 1 Currency Pair, the amount of the relevant Linked Currency for one unit of the relevant Deposit Currency; and

(d) in respect of a Table 2 Currency Pair, the amount of the relevant Deposit Currency for one unit of the relevant Linked Currency, where:

"**Remittance Statement**" means a statement showing the relevant income and amount of MPF contribution per employee (other than a casual employee in an industry scheme whose contribution is made on the next Business Day immediately after the relevant income is paid).

"**Renminbi**" means the lawful currency of the People's Republic of China.

"**Renminbi Savings Account**" means Renminbi Trade Settlement Savings Account or Renminbi Savings Account (for Designated Business Customer) opened or to be opened by the Customer under the Master Account and provided for in the above Conditions.

"**Report**" means any report, analysis or recommendation relating to any Securities, any product or any other investment, made available to a Customer or Customer Delegate in connection with the Business Internet Banking Service.

"**Reserved Amount**" means the principal amount of the funds placed by the Customer with the Bank which subject to the terms hereof are intended to be placed as a SID Deposit on the relevant SID Deposit Date.

"**Return**" means the sum representing the return on a SID Deposit calculated and payable in accordance with the relevant Supplemental Conditions or the relevant Appendix.

"**RTGS**" means interbank funds transfer under Real Time Gross Settlement.

"**Savings Account**" means a savings account maintained by the Customer with the Bank.

"**Secondary User**" means a Customer Delegate appointed by the Primary User.

"**Secured Assets**" has the meaning set out in Condition 3.2 of Schedule X.

"**Secured Credit**" means the facility described in Schedule X.

"**Secured Indebtedness**" has the meaning set out in Condition 3.2 of Schedule X.

"**Securities**" means such stocks, shares, warrants, bonds, notes, derivative instruments, certificates of deposit, collective investment schemes and other interest commonly known as securities held or to be held in the nominee name of the Bank, or the Bank's nominee which the Bank will from time to time allow to be sold, purchased, transferred or deposited pursuant to

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these Conditions provided that the Securities must be beneficially owned by the Customer or jointly by each of the persons making up the Customer where there is more than one.

"**Securities Account**" means any account maintained by the Customer under the Master Account for the safe-keeping or deposit of Securities.

"**Security Code**" means a one-time password generated by the Security Device for use by a Customer Delegate to access the hsbc.com Site, Business Internet Banking, or certain Business Internet Banking Service.

"**Security Device**" means an electronic device designated by the Bank for use by each Customer Delegate to generate the Security Code.

"Services" notwithstanding the definition of "Services" in the MSA, the term "Services" in the BIA General Conditions means and includes: (a) the provision of credit facilities, investment services or other banking products and services requested by the Customer, whether in an Application Form or in other form and means acceptable to the Bank; (b) the opening, maintaining and closing of the Customer's accounts; (c) the maintaining of the Bank and the HSBC Group's overall relationship with the Customer, including marketing services or products to the Customer, market research, insurance, audit and administrative purposes.

"**Service**" in Schedule XVI means the eCorrespondence service provided by the Bank under which eStatements and eAdvice are provided.

"Services Schedule" means a schedule to the Master Services Agreement or a separate agreement between the Customer and the Bank that expressly incorporates the Master Services Agreement and relates to a specific Service.

"**SFO**" means the Securities and Futures Ordinance (Cap. 571) of the Laws of Hong Kong.

"**SID Conditions**" means the Structured Investment Deposit Conditions of the Bank from time to time.

"**SID Deposit**" means one of the types of investment which the Bank makes available from time to time as a Structured Investment Deposit in accordance with the relevant terms hereof (including without limitation a CPI Deposit).

"**SID Deposit Date**", in relation to a SID Deposit and a SID Deposit Period, means the Business Day which is the first day of such SID Deposit Period as set out in the relevant confirmation, subject to the provisions hereof.

"**SID Deposit Period**" means the period of a SID Deposit being the period from, and including, its SID Deposit Date to, but excluding, its SID Maturity Date.

"**SID Maturity Date**", in relation to a SID Deposit and a SID Deposit Period, means the date set out as such in the relevant confirmation (subject to the provisions hereof) or, if such date is not a Business Day, the next following date which is a Business Day, and on which, subject to the terms applicable thereto, the SID Deposit is repayable together with any Return or any Redemption Amount in respect of the SID Deposit is payable.

"**SMS**" means short message service.

"**Statement**" means any statement, report, message, record, confirmation, receipt, acknowledgement, notice or communication in respect of or in relation to one or more Account(s) or of the products and services offered by the Bank, as from time to time issued or provided by the Bank in paper form.

"**Supplemental Conditions**" means the supplemental Conditions for Index-Linked CPI Deposits or Currency-Linked CPI Deposits (as the case may be) as set out in Schedule XIV.

"Supporting Documents" means the "Supporting Documents" as defined in the Master Services Agreement including but not limited to these Conditions.

"**Table 1 Currency Pairs**" means the following Deposit Currency for Linked Currency pairs (and a "Table 1 Currency Pair" means such a pair)

Deposit Currency	Linked Currency
AUD	USD
NZD	USD
EUR	USD
GBP	USD
USD	CHF
USD	JPY
USD	CAD
AUD	HKD
NZD	HKD

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CAD	HKD
GBP	HKD
EUR	HKD
JPY	HKD
CHF	HKD

"**Table 2 Currency Pairs**" means the following Deposit Currency for Linked Currency pairs (and a "Table 2 Currency Pair" means such a pair)

Deposit Currency	Linked Currency
USD	AUD
USD	NZD
USD	EUR
USD	GBP
CHF	USD
JPY	USD
CAD	USD
HKD	AUD
HKD	NZD
HKD	CAD
HKD	GBP
HKD	EUR
HKD	JPY
HKD	CHF

Currency Code

AUD – Australian Dollar

NZD – New Zealand Dollar

JPY – Japanese Yen

EUR – Euro

CAD – Canadian Dollar

USD – US Dollar

HKD – Hong Kong Dollar

GBP – Pound Sterling

CHF – Swiss Franc

"**Tax**" means any direct or indirect tax, levy, impost, duty, or other charge or withholding of a similar nature (including any penalty or interest payable in connection with any failure to pay or any delay in paying any of the same) other than tax on the Bank's net income by reason of being organised under the laws of or having some other connection (other than through providing the services under these Conditions) with the jurisdiction imposing the tax.

"**Telecommunications Equipment**" will include references to facsimile machines, mobile telephones, laptop computers, desktop personal computers, pocket personal computers, personal digital assistants and any other electronic media and/or equipment used to receive the Service as the case may be.

"**Telephone Instructions**" means instructions of the Customer and/or the Debit Accountholder given by the Authorised Phone Banking Service User by telephone.

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"**Time Deposit**" means a deposit with a fixed maturity date placed by the Customer with the Bank.

"**Time Deposits Account**" means an account into which a Time Deposit is deposited.

"**Transfer Time**" means such time of the day designated by the Bank from time to time to effect the transfer of the Prescribed Sum from the Savings Account to the Current Account.

"**TT**" means telegraphic transfer.

"**US**" means the the United States of America.

"**US Citizen**" means:

(e) an individual born in the US;

(f) an individual whose parent is a US Citizen;

(g) a former alien who has been naturalized as a US Citizen;

(h) an individual born in Puerto Rico;

(i) an individual born in Guam; or

(j) an individual born in the U.S. Virgin Islands.

"**US Dollar**" means the lawful currency of the US."**US Dollar Clearing House Rules**" means the Clearing House Rules for US Dollar transactions issued by the Hong Kong Interbank Clearing Limited, for the time being in force.

"**US Market Data Provider**" means the New York Stock Exchange and any other US-registered national securities exchanges and national securities associations which may make available sale information, quotation information or any other market information or data relating to any product listed or traded in the US to the Bank from time to time.

"**US Person**" means:

(a) a US Citizen or resident of the US;

(b) a partnership created or organized in the US or under the law of the US or of any state, or the District of Columbia;

(c) a corporation created or organized in the US or under the law of the US or of any state, or the District of Columbia;

(d) any estate or trust other than a foreign estate or foreign trust (see Internal Revenue Code section 7701(a)(31) for the definition of a foreign estate and a foreign trust);

(e) a person that meets the substantial presence test; or

(f) any other person that is not a foreign person.

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Appendix I Notice relating to the Personal Data (Privacy) Ordinance (the "Ordinance")

The Hongkong and Shanghai Banking Corporation Limited ("we", "us", "our", including our successors and assigns)

Collection of Data

(a) We may collect the data of customers and other individuals in connection with the purposes set out in this Notice. These customers and other individuals may include the following or any of them (collectively "**you**", "**your**"):

- applicants for banking or financial services;
- persons giving or proposing to give guarantees or security for obligations owed to us;
- persons linked to a customer or an applicant that is not an individual, including the beneficial owners and officers of that customer or applicant, or in the case of a trust, including the trustees, settlors, protectors and beneficiaries of the trust; and
- other persons who are relevant to a customer's relationship with us.

(b) If the data requested by us is not provided, we may be unable to provide (or continue to provide) products or services to you or to the relevant customer or applicant linked to you.

(c) Data may be:

(i) collected from you directly, from someone acting on your behalf or from another source; and

(ii) combined with other data available to members of the HSBC Group ("**HSBC Group**" and any "**member of the HSBC Group**" means HSBC Holdings plc and/or its affiliates, subsidiaries, associated entities and any of their branches and offices).

Use of Data

(d) We will use data for the following purposes or any of them (which may vary depending on the nature of your relationship with us):

(i) considering and processing applications for products and services and the daily operation of products and services (including credit facilities provided to you or the relevant customer linked to you);

(ii) conducting credit checks whenever appropriate (including upon an application for consumer credit (including mortgage loans) and when we review credit which normally takes place one or more times each year);

(iii) creating and maintaining our credit and risk related models;

(iv) assisting other financial institutions to conduct credit checks and collect debts;

(v) ensuring your ongoing credit worthiness and good standing;

(vi) designing financial products and services (including insurance, credit card, securities, commodities, investment, banking and related products and services) for your use;

(vii) marketing products, services and other subjects as described in paragraph (f) below;

(viii) determining the amount of indebtedness owed to or by you;

(ix) exercising our rights under contracts with you, including collecting amounts outstanding from you;

(x) meeting our obligations, requirements or arrangements or those of any member of the HSBC Group, whether compulsory or voluntary, to comply with or in connection with:

(1) any law, regulation, judgment, court order, voluntary code, sanctions regime, within or outside the Hong Kong Special Administrative Region ("**Hong Kong**") existing currently and in the future ("**Laws**") (e.g. the Inland Revenue Ordinance and its provisions including those concerning automatic exchange of financial account information);

(2) any guidelines, guidance or requests given or issued by any legal, regulatory, governmental, Tax, law enforcement or other authorities, or self-regulatory or industry bodies or associations of financial services providers within or outside Hong Kong existing currently and in the future (e.g. guidelines, guidance or requests given or issued by the Inland Revenue Department including those concerning automatic exchange of financial account information) and any international guidance, internal policies or procedures;

(3) any present or future contractual or other commitment with local or foreign legal, regulatory, judicial, administrative, public or law enforcement body, or governmental,

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Tax, revenue, monetary, securities or futures exchange, court, central bank or other authorities, or self-regulatory or industry bodies or associations of financial service providers or any of their agents with jurisdiction over all or any part of the HSBC Group (together the "**Authorities**" and each an "**Authority**") that is assumed by, imposed on or applicable to us or any member of the HSBC Group; or

(4) any agreement or treaty between Authorities;

(xi) complying with any obligations, requirements, policies, procedures, measures or arrangements for sharing data and information within the HSBC Group and/or any other use of data and information in accordance with any programmes for compliance with sanctions or prevention or detection of money laundering, terrorist financing or other unlawful activities;

(xii) conducting any action to meet our obligations or those of any member of the HSBC Group to comply with Laws or international guidance or regulatory requests relating to or in connection with the detection, investigation and prevention of money laundering, terrorist financing, bribery, corruption, Tax evasion, fraud, evasion of economic or trade sanctions and/or any acts or attempts to circumvent or violate any Laws relating to these matters;

(xiii) meeting our obligations or those of any member of the HSBC Group to comply with any demand or request from the Authorities;

(xiv) enabling actual or proposed assignee(s) of all or any part of our business and/or assets, or participant(s) or sub-participant(s) of our rights in respect of you to evaluate the transaction intended to be the subject of the assignment, participation or sub-participation and enabling the actual assignee(s) to use your data in the operation of the business or rights assigned; and

(xv) any other purposes relating to the purposes listed above.

Disclosure of Data

(e) Data held by us or a member of the HSBC Group will be kept confidential but we or a member of the HSBC Group may provide data to the following parties or any of them (whether within or outside Hong Kong) for the purposes set out in paragraph (d) above:

(i) any agents, contractors, sub-contractors or associates of the HSBC Group (including their employees, officers, agents, contractors, service providers and professional advisers);

(ii) any third party service providers who provide services to us or any member of the HSBC Group in connection with the operation or maintenance of our business (including their employees and officers);

(iii) any Authorities;

(iv) any persons under a duty of confidentiality to us or a member of the HSBC Group which have undertaken to keep such data confidential;

(v) the drawee bank providing a copy of a paid cheque (which may contain data about the payee) to the drawer;

(vi) any persons acting on your behalf whose data are provided, 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, companies in which you have an interest in securities (where such securities are held by us or any member of the HSBC Group) or any persons making any payment into a customer's account;

(vii) credit reference agencies, and, in the event of default, to debt collection agencies;

(viii) any persons to whom we are or any member of the HSBC Group is under an obligation or required or expected to make disclosure for the purposes set out in, or in connection with, paragraph (d)(x), (d)(xi) or (d)(xii) above;

(ix) any actual or proposed assignee(s) of ours or participant(s) or sub-participant(s) or transferee(s) of our rights in respect of you;

(x) any persons giving or proposing to give a guarantee or security to guarantee or secure your obligations to us; and

(xi)

(1) any member of the HSBC Group;

(2) third party financial institutions, insurers, credit card companies, securities and investment services providers;

(3) third party reward, loyalty, co-branding and privileges programme providers;

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(4) co-branding partners of ours or any member of the HSBC Group (the names of such co-branding partners will be provided during the application process for the relevant products and services, as the case may be);

(5) charitable or non-profit making organisations; and

(6) external service providers that we or any member of the HSBC Group engage(s) for the purposes set out in paragraph (d)(vii) above.

Such data may be transferred in and to a place outside Hong Kong.

Provision of Data to Credit Reference Agencies (CRA) and Debt Collection Agencies

A. We may provide the following data relating to you (whether in sole name or joint names with others) to a CRA:

i. full name;

ii. capacity in respect of each mortgage (as borrower, mortgagor or guarantor);

iii. Hong Kong Identity Card Number or travel document number or certificate of incorporation number;

iv. date of birth or date of incorporation;

v. correspondence address;

vi. mortgage account number in respect of each mortgage;

vii. type of the facility in respect of each mortgage;

viii. mortgage account status in respect of each mortgage (e.g. active, closed, write-off); and

ix. if any, mortgage account closed date in respect of each mortgage.

The CRA will use the above data for the purposes of compiling a count of the number of mortgages from time to time held by you (as borrower, mortgagor or guarantor, whether in sole name or joint names with others) for sharing in the consumer credit database of the CRA by credit providers.

B. You can instruct us to make a request to the relevant CRA to delete from its database any account data relating to any credit that has been terminated by full repayment provided that there has not been, within five (5) years immediately before such termination, a default in payment under the credit for a period in excess of sixty (60) days according to our records.

C. If there is any default in payment, unless the amount in default is fully repaid or written off (other than due to bankruptcy order) before the expiry of sixty (60) days from the date of default, your account repayment data may be retained by the CRA until the expiry of five (5) years from the date of final settlement of the amount in default.

D. In the event of any amount being written off due to a bankruptcy order being made against you, the CRA may retain your account repayment data until the earlier of (i) the expiry of five (5) years from the date of final settlement of the amount in default; or (ii) the expiry of five (5) years from the date of your discharge from bankruptcy as notified to the CRA by you with evidence.

E. For the purposes of paragraphs C and D above, account repayment data are the amount last due, amount of payment made during the last reporting period, remaining available credit or outstanding balance and default data (being amount past due and number of days past due, date of settlement of amount past due, and date of final settlement of amount in material default (that is, default in payment for a period in excess of sixty (60) days) (if any)).

Use of Data in Direct Marketing

(f) Where you are a customer, we intend to use your data in direct marketing and we require your consent (which includes an indication of no objection) for that purpose. Please note that:

(i) your name, contact details, products and other service portfolio information, transaction pattern and behavior, financial background and demographic data held by us from time to time may be used by us in direct marketing;

(ii) the following classes of products, services and subjects may be marketed:

(1) financial, insurance, credit card, banking and related products and services;

(2) reward, loyalty, co-branding or privileges programmes and related products and services;

(3) products and services offered by our co-branding partners (the names of such co-branding partners will be provided during the application for the relevant products and services, as the case may be); and

(4) donations and contributions for charitable and/or non-profit making purposes;

(iii) the above products, services and subjects may be provided by or (in the case of donations and contributions) solicited by us and/or:

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(1) any member of the HSBC Group;

(2) third party financial institutions, insurers, credit card companies, securities and investment services providers;

(3) third party reward, loyalty, co-branding or privileges programme providers;

(4) co-branding partners of ours or any member of the HSBC Group (the names of such co-branding partners will be provided during the application of the relevant products and services, as the case may be); and

(5) charitable or non-profit making organisations;

(iv) in addition to marketing the above products, services and subjects ourselves, we may provide the data described in paragraph (f)(i) above to all or any of the persons described in paragraph (f)(iii) above for use by them in marketing those products, services and subjects, and we require your written consent (which includes an indication of no objection) for that purpose; and

(v) we may receive money or other property in return for providing the data to the other persons in paragraph (f)(iv) above and, when requesting your consent or no objection as described in paragraph (f)(iv) above, we will inform you if we will receive any money or other property in return for providing the data to the other persons.

If you do not wish us to use or provide to other persons your data for use in direct marketing as described above, you may exercise your opt-out right by notifying us.

Provision of Another Person's Data

(g) Where you provide to us data about another person, you should give to that person a copy of this Notice and, in particular, tell him/her how we may use his/her data.

Data Access Requests

(h) You have the right:

(i) to check whether we hold data about you and to access such data;

(ii) to require us to correct any data relating to you which is inaccurate;

(iii) to ascertain our policies and practices in relation to data and to be informed of the kind of data held by us; and

(iv) in relation to consumer credit, to be informed on request which items of data are routinely disclosed to credit reference agencies or debt collection agencies, and be provided with further information to enable the making of an access and correction request to the relevant credit reference agency or debt collection agency.

(i) In accordance with the provisions of the Ordinance, we have the right to charge a reasonable fee for the processing of any data access request.

(j) You should send requests for access to data or correction of data or for information regarding policies and practices and kinds of data held to:

The Data Protection Officer

The Hongkong and Shanghai Banking Corporation Limited

PO Box 72677

Kowloon Central Post Office

Hong Kong

E-mail: dfv.enquiry@hsbc.com.hk

(k) We may have obtained a credit report on you from a credit reference agency in considering any application for credit. In the event you wish to access the credit report, we will advise the contact details of the relevant credit reference agency.

(l) Nothing in this Notice shall limit your rights as a data subject under the Ordinance.

Please contact us if you have any queries about this Notice.

Note: In case of discrepancies between the English and Chinese versions, the English version shall apply and prevail.

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Appendix II Customer Information

The following terms supplement Condition 11 of Schedule I (and relate to the use, storage, processing, transfer and disclosure of Customer Information. Terms used in this Appendix II have the meanings given to them in Condition 11 of Schedule I (General Conditions) and Schedule XXIV.

1. Use of Customer Information

The purposes for which Customer Information may be used are as follows:

1.1 considering applications for, or review to continue the, Services;

1.2 approving, managing, administering or effecting Services or any transaction that the Customer requests or authorises;

1.3 meeting Compliance Obligations;

1.4 conducting Financial Crime Risk Management Activity;

1.5 collecting any amounts due from the Customer and from those providing guarantee or security for the Customer's obligations;

1.6 conducting credit checks and obtaining or providing credit references;

1.7 enforcing or defending a member of the HSBC Group's or the Bank's rights;

1.8 meeting the Bank's internal operational requirements or that of the HSBC Group (including credit and risk management, system or product development and planning, insurance, audit and administrative purposes)

1.9 creating and maintaining the Bank's credit and risk related models;

1.10 ensuring the Customer's ongoing credit worthiness and of those providing guarantee or security for the Customer's obligations;

1.11 marketing, designing, improving or promoting Services or related products to the Customer or Connected Persons and conducting market research;

1.12 determining the amount of indebtedness owed to or by the Customer and by those providing a guarantee or security for the Customer's obligations;

1.13 complying with any obligations, requirements or arrangements that the Bank or any of the Bank's branches or any member of the HSBC Group, whether compulsory or voluntary, is expected to comply with, according to:

(a) any laws or compliance obligations;

(b) any codes, internal guidelines, guidelines or guidance given or issued by any Authorities;

(c) any present or future contractual or other commitment with any Authorities with jurisdiction over all or any part of the HSBC Group; or

(d) any agreement or treaty between Authorities;

1.14 complying with any obligations, requirements, policies, procedures, measures or arrangements for sharing data and information within the HSBC Group or any other use of data and information in accordance with any programmes for compliance with sanctions or prevention or detection of Financial Crime;

1.15 meeting any of the Bank's obligations or those of any member of the HSBC Group to comply with any, demand or request from Authorities;

1.16 enabling the Bank's actual or proposed assignee, or participant or sub-participant of the Bank's rights in respect of the Customer to evaluate the transaction intended to be the subject of the assignment, participation or sub-participation, and enabling the actual assignee(s) to use Customer's data in the operation of the business or rights assigned;

1.17 maintaining the Bank or HSBC Group's overall relationship with the Customer; and

1.18 any purposes relating or incidental to any of the above.

2 Sharing and Transfer of Customer Information

The Bank may (as necessary and appropriate for all or any of the Purposes) transfer, share, exchange and/or disclose any of Customer Information to all such persons as the Bank may consider necessary (wherever located) including:

2.1 any member of the HSBC Group;

2.2 (i) any agents, contractors, sub-contractors, service providers or associates of the HSBC Group (including their employees, directors and officers, agents, contractors, service providers and professional advisers); (ii) any of HSBC Group's partners or providers of reward, co-branding or loyalty programs;

2.3 any Authorities;

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2.4 anyone acting on behalf of the Customer, payment recipients, beneficiaries, potential payment originators, account nominees, intermediary, correspondent and agent banks, 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 or any member of the HSBC Group for the Customer);

2.5 any party acquiring an interest in or assuming risk (or proposing to acquire an interest in or assume risk) in or in connection with the Services, including any persons giving or proposing to give a guarantee or security to guarantee or secure Customer's obligations to the Bank, or any actual or proposed assignee(s) of the Bank or participant(s) or sub-participant(s) or transferee(s) of the Bank's rights in respect of the Customer;

2.6 (i) other financial institutions, credit reference agencies or credit bureaus, for obtaining or providing credit references, (ii) debt collection agencies, insurers, credit card companies, securities and investment service providers; and

2.7 any party involved in any business transfer, disposal, merger or acquisition by the Bank or any member of the HSBC Group.

Provision of Data to Credit Reference Agencies (CRA) and Debt Collection Agencies

These terms may apply to the Customer or the Customer's Connected Persons (collectively "**you**", "**your**" for the purposes of this Appendix only):

(A) The Bank may provide the following data relating to you (whether in sole name or joint names with others) to a CRA:

(i) full name;

(ii) capacity in respect of each mortgage (as borrower, mortgagor or guarantor);

(iii) Hong Kong Identity Card Number or travel document number or certificate of incorporation number;

(iv) date of birth or date of incorporation;

(v) correspondence address;

(vi) mortgage account number in respect of each mortgage;

(vii) type of the facility in respect of each mortgage;

(viii) mortgage account status in respect of each mortgage (e.g. active, closed, write-off); and

(ix) if any, mortgage account closed date in respect of each mortgage.

The CRA will use the above data for the purposes of compiling a count of the number of mortgages from time to time held by you (as borrower, mortgagor or guarantor, whether in sole name or joint names with others) for sharing in the consumer credit database of the CRA by credit providers.

(B) You can instruct the Bank to make a request to the relevant CRA to delete from its database any account data relating to any credit that has been terminated by full repayment provided that there has not been, within five (5) years immediately before such termination, a default in payment under the credit for a period in excess of sixty (60) days according to the Bank's records.

(C) If there is any default in payment, unless the amount in default is fully repaid or written off (other than due to bankruptcy order) before the expiry of sixty (60) days from the date of default, your account repayment data may be retained by the CRA until the expiry of five (5) years from the date of final settlement of the amount in default.

(D) In the event of any amount being written off due to a bankruptcy order being made against you, the CRA may retain your account repayment data until the earlier of (i) the expiry of five (5) years from the date of final settlement of the amount in default, or (ii) the expiry of five (5) years from the date of your discharge from bankruptcy as notified to the CRA by you with evidence.

(E) For the purposes of paragraphs C and D above, account repayment data are the amount last due, amount of payment made during the last reporting period, remaining available credit or outstanding balance and default data (being amount past due and number of days past due, date of settlement of amount past due, and date of final settlement of amount in material default (that is, default in payment for a period in excess of sixty (60) days) (if any)).

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Appendix III NYSE Agreement For Market Data Display Services

The terms of this Appendix shall apply only where the Customer trades any product listed or traded in the US under any of the Investment Services (as defined in Schedule XXIV).

The Bank agrees to make "Market Data" (as defined below) available to the Customer pursuant to the terms and conditions set forth in this Appendix, and the Customer agrees to comply with those terms and conditions.

TERMS AND CONDITIONS OF GENERAL APPLICABILITY

1 MARKET DATA DEFINITION – For all purposes of this Appendix, "Market Data" means:

1.1 last sale information and quotation information relating to securities that are admitted to dealings on the New York Stock Exchange ("**NYSE**"),

1.2 such bond and other equity last sale and quotation information, and such index and other market information, as US-registered national securities exchanges and national securities associations (each, an "**Authorising SRO**") may make available and as the NYSE may from time to time designate as "Market Data"; and

1.3 all information that derives from any such information.

2 PROPRIETARY NATURE OF DATA – The Customer understands and acknowledges that each Authorising SRO and Other Data Disseminator (as defined below) has a proprietary interest in the Market Data that originates on or derives from it or its market(s).

3 ENFORCEMENT – The Customer understands and acknowledges that:

3.1 the Authorising SROs are third-party beneficiaries under this Appendix; and

3.2 the Authorising SROs or their authorised representative(s) may enforce this Appendix, by legal proceedings or otherwise, against the Customer or any person that obtains Market Data that is made available pursuant to this Appendix other than as this Appendix contemplates. The Customer shall pay the reasonable attorney's fees that any Authorising SRO incurs in enforcing this Appendix against the Customer or such other person.

4 DATA NOT GUARANTEED – The Customer understands that no Authorising SRO, no other entity whose information is made available over the Authorising SROs' facilities (an "**Other Data Disseminator**") and no information processor that assists any Authorising SRO or Other Data Disseminator in making Market Data available (collectively, the "**Disseminating Parties**") guarantees the timeliness, sequence, accuracy or completeness of Market Data or of other market information or messages disseminated by any Disseminating Party. Neither the Customer nor any other person shall hold any Disseminating Party liable in any way for:

4.1 any inaccuracy, error or delay in, or omission of:

(a) any such data, information or message; or

(b) the transmission or delivery of any such data, information or message, or

4.2 any loss or damage arising from or occasioned by:

(a) any such inaccuracy, error, delay or omission;

(b) non-performance; or

(c) interruption in any such data, information or message,

due either to any negligent act or omission by any Disseminating Party, to any "force majeure" (e.g., flood, extraordinary weather conditions, earthquake or other act of God, fire, war, insurrection, riot, labor dispute, accident, action of government, communications or power failure, equipment or software malfunction) or to any other cause beyond the reasonable control of any Disseminating Party.

5 PERMITTED USE – The Customer shall not furnish Market Data to any other person or entity and shall use Market Data only for the Customer's individual use in the Customer's business.

6 DISSEMINATION DISCONTINUANCE OR MODIFICATION – The Customer understands and acknowledges that, at any time, the Authorising SROs may discontinue disseminating any category of Market Data, may change or eliminate any transmission method and may change transmission speeds or other signal characteristics. The Authorising SROs shall not be liable for any resulting liability, loss or damages that may arise therefrom.

7 DURATION; SURVIVAL – This Appendix remains in effect for so long as the Customer has the ability to receive Market Data as contemplated by this Appendix. In addition, the Bank may terminate this Appendix at any time, whether at the direction of the Authorising SROs or otherwise. Paragraphs 2, 3 and 4, this Paragraph 7 and the first two sentences of Paragraph 8, survive any termination of this Appendix.

8 MISCELLANEOUS – The laws of the State of New York shall govern this Appendix and it shall be interpreted in accordance with those laws. This Appendix is subject to the Securities Exchange Act of 1934, the rules promulgated under that act, and the joint-industry plans entered into pursuant to that act. This Appendix contains the entire agreement between the parties in respect of the Bank's supply of Market Data to the Customer. The Customer may not assign all or any part of this Appendix to any other person. The person manifesting assent to this Appendix

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represents and warrants that it has legal capacity to contract and, if that person is manifesting assent on behalf of a proprietorship or a business, partnership or other organization, represents and warrants that he or she has actual authority to bind the organization.

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