

## Notice of Change on Conditions of Lease of Safe Deposit Locker (Limited Company/Society/ Association/Club), effective 13 February 2023 ("Effective Date")

With effect from 13 February 2023 (the "Effective Date"), a new section 12 will be added to the Conditions of Lease of Safe Deposit Locker (Limited Company/Society/ Association/Club) (the "T&Cs"), details as follows:

### 12. Collection and Disclosure of Lessee Information

#### 12.1 Definitions

*Terms used in this Clause 12 shall have the meanings set out below.*

**"Authorities"** includes any local or foreign judicial, administrative, public or regulatory body, any government, any 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.

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

**"Connected Person"** means a person or entity (other than the Lessee) whose information (including Personal Data or Tax Information) is provided by the Lessee, or on the Lessee'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 any guarantor, a director or officer of a company, partners or members of a partnership, any "substantial owner", "controlling person", or beneficial owner, trustee, settlor or protector of a trust, account holder of a designated account, payee of a designated payment, a representative, agent or nominee, or any other persons or entities with whom the Lessee has a relationship that is relevant to his relationship with the HSBC Group.

**"controlling persons"** means individuals who exercise control over an entity. For a trust, these are the settlor, the trustees, the protector, the beneficiaries or class of beneficiaries, and anybody else who exercises ultimate effective control over the trust, and for entities other than a trust, these are persons in equivalent or similar positions of control.

**"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 these matters.

**"Financial Crime Risk Management Activity"** means any action to meet Compliance Obligations relating to or in connection with the detection, investigation and prevention of Financial Crime that the Bank or members of the HSBC Group may take.

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

**"Laws"** include 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 and applicable to the Bank or a member of the HSBC Group.

**"Lessee Information"** means all or any of the following items relating to the Lessee or a Connected Person, where applicable: (a) Personal Data, (b) information about the Lessee, the Lessee's accounts, transactions, use of the Bank's products and services and the Lessee's relationship with the HSBC Group and (c) Tax Information.

**"Personal Data"** means any information relating to an individual from which such individual can be identified.

**"Services"** includes (a) the opening, maintaining and closing of the Lessee's accounts, (b) the provision of credit facilities and other banking products and services, processing applications, credit and eligibility assessment, and (c) maintaining the Bank's overall relationship with the Lessee, including marketing services or products to the Lessee, market research, insurance, audit and administrative purposes.

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

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

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

**"Tax Information"** means documentation or information about the tax status of the Lessee or a Connected Person.

*Reference to the singular includes the plural (and vice versa).*

## 12.2 Collection, Use and Sharing of Lessee Information

This Clause 12.2 explains how the Bank will use information about the Lessee and Connected Persons. The Notice relating to the Personal Data (Privacy) Ordinance (formerly known as Notice to Customers relating to the Personal Data (Privacy) Ordinance) that applies to the Lessee and other individuals (the "**Notice**") also contains important information about how the Bank and the HSBC Group will use such information and the Lessee should read this Clause in conjunction with the Notice. The Bank and members of the HSBC Group may use Lessee Information in accordance with this Clause 12 and the Notice.

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

- the Bank is legally required to disclose;
- the Bank has a public duty to disclose;
- the Bank's legitimate business purposes require disclosure;
- the disclosure is made with the data subject's consent;
- it is disclosed as set out in this Clause 12 or the Notice.

### Collection

(a) The Bank and other members of the HSBC Group may collect, use and share Lessee Information. Lessee Information may be requested by the Bank or on behalf of the Bank or the HSBC Group, and may be collected from the Lessee directly, from a person acting on behalf of the Lessee, from other sources (including from publicly available information), and it may be generated or combined with other information available to the Bank or any member of the HSBC Group.

### Use

(b) The Bank and members of the HSBC Group may use, transfer and disclose Lessee Information (i) in connection with the purposes set out in this Clause 12, (ii) as set out in the Notice (applicable to Personal Data) and (iii) in connection with matching against any data held by the Bank or the HSBC Group for whatever purpose (whether or not with a view to taking any adverse action against the Lessee) ((i) to (iii) are collectively referred to as the "**Purposes**").

### Sharing

(c) The Bank may (as necessary and appropriate for the Purposes) transfer and disclose any Lessee Information to the recipients set out in the Notice (who may also use, transfer and disclose such information for the Purposes).

### The Lessee's Obligations

(d) The Lessee agrees to inform the Bank promptly and in any event, within 30 days in writing if there are any changes to Lessee Information supplied to the Bank or a member of the HSBC Group from time to time, and to respond promptly to any request for Lessee Information from the Bank or a member of the HSBC Group.

(e) The Lessee confirms that every Connected Person whose information (including Personal Data or Tax Information) has been (or will be) provided to the Bank or a member of the HSBC Group has (or will at the relevant time have) been notified of and agreed to the processing, disclosure and transfer of such information as set out in this Clause 12 and the Notice (as may be amended or supplemented by the Bank from time to time). The Lessee shall advise any such Connected Persons that they have rights of access to, and correction of, their Personal Data.

(f) The Lessee consents and shall take such steps as are required from time to time for the purposes of any applicable data protection law or secrecy law to permit the Bank to use, store, disclose, process and transfer all Lessee Information in the manner described in these Conditions of Lease. The Lessee agrees to inform the Bank promptly in writing if he is not able or has failed to comply with the obligations set out in (e) and (f) in any respect.

(g) Where

- the Lessee or any Connected Person fails to provide promptly Lessee Information reasonably requested by the Bank, or
- the Lessee or any Connected Person withholds or withdraws any consents that the Bank may need to process, transfer or disclose Lessee Information for the Purposes (except for purposes connected with marketing or promoting products and services to the Lessee), or
- the Bank has, or a member of the HSBC Group has, suspicions regarding Financial Crime or an associated risk,

the Bank may:

- (i) be unable to provide new, or continue to provide all or part of the Services to the Lessee and reserve the right to terminate its relationship with the Lessee;

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

(iii) block, transfer or close the Lessee's account(s) where permitted under local Laws.

In addition, if the Lessee fails to supply promptly his, or a Connected Person's, Tax Information and accompanying statements, waivers and consents, as may be requested, then the Bank may make its own judgment with respect to the status of the Lessee or the Connected Person, including whether the Lessee or a Connected Person is reportable to a Tax Authority, and may require the Bank or other persons to withhold amounts as may be legally required by any Tax Authority and to pay such amounts to the appropriate Tax Authority.

### 12.3 Financial Crime Risk Management Activity

- (a) Financial Crime Risk Management Activity may include: (i) screening, intercepting and investigating any instruction, communication, drawdown request, application for Services, or any payment sent to or by the Lessee, or on the Lessee's behalf; (ii) investigating the source of or intended recipient of funds; (iii) combining Lessee Information with other related information in the possession of the HSBC Group; and (iv) making further enquiries as to the status of a person or entity, whether they are subject to a sanctions regime, or confirming the identity and status of the Lessee or a Connected Person.
- (b) The Bank and HSBC Group's Financial Crime Risk Management Activity may lead to the delay, blocking or refusing the making or clearing of any payment, the processing of the Lessee's instructions or application for Services or the provision of all or part of the Services. To the extent permissible by law, neither the Bank nor any member of the HSBC Group shall be liable to the Lessee or any third party in respect of any loss (howsoever it arose) that was suffered or incurred by the Lessee or a third party, caused in whole or in part in connection with the undertaking of Financial Crime Risk Management Activity.

### 12.4 Tax Compliance

The Lessee acknowledges that he is solely responsible for understanding and complying with his tax obligations (including tax payment or filing of returns or other required documentation relating to the payment of all relevant taxes) in all jurisdictions in which those obligations arise and relating to the opening and use of account(s) or Services provided by the Bank or members of the HSBC Group. Each Connected Person acting in his/its capacity as a Connected Person also makes the same acknowledgement in his/its own regard. Certain countries may have tax legislation with extra-territorial effect regardless of the Lessee's or a Connected Person's place of domicile, residence, citizenship or incorporation. Neither the Bank nor any member of the HSBC Group provides tax advice. The Lessee is advised to seek independent legal and tax advice. Neither the Bank nor any member of the HSBC Group has responsibility in respect of the Lessee's tax obligations in any jurisdiction which may arise including any that may relate specifically to the opening and use of account(s) and Services provided by the Bank or members of the HSBC Group.

### 12.5 Miscellaneous

- (a) In the event of any conflict or inconsistency between any of the provisions of this Clause 12 and those in or governing any other service, product, business relationship, account or agreement between the Lessee and the Bank, this Clause 12 shall prevail.
- (b) If all or any part of the provisions of this Clause 12 become illegal, invalid or unenforceable in any respect under the law of any jurisdiction, that shall not affect or impair the legality, validity or enforceability of such provision in any other jurisdictions or the remainder of this Clause 12 in that jurisdiction.

### 12.6 Survival Upon Termination

This Clause 12 shall continue to apply notwithstanding any termination by the Lessee or the Bank or a member of the HSBC Group of the provision of any Services to the Lessee, or the closure of any of the Lessee's accounts.

Please note that:

- (i) the above amendments shall be binding on you if you continue to use or retain the lease of the Safe Deposit Locker on or after the Effective Date. If you do not agree to the above amendments, you have the right to terminate the lease of the Safe Deposit Locker before the Effective Date in accordance with the relevant clauses under the existing T&Cs before the Effective Date. If you wish to terminate the lease of the Safe Deposit Locker, or should you have any queries, please contact your usual HSBC representative or our customer service hotline: (852) 2748 8288 (Monday to Friday 09:00 – 18:00, Saturday 09:00 – 13:00, except Sunday and Public holiday); and

- (ii) with effect from the Effective Date, any materials or information (including information contained in forms, factsheets, product information, customer communications, marketing and promotional materials) made available to you in any manner or published by us which relate to the Safe Deposit Locker governed by the T&Cs should be read with reference to the above amendments. If there are any inconsistencies between (i) such materials or information and (ii) the amended T&Cs, the latter will prevail.

You can obtain a copy of the amended T&Cs by visiting HSBC's website.

If there is any discrepancy between the English and Chinese versions of this Notice, the English version shall prevail.

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Issued by The Hongkong and Shanghai Banking Corporation Limited