



Business Integrated Account Terms and Conditions

1. Definitions and Interpretation

1.01 In these Terms and Conditions, unless the context otherwise requires:-

"Account Status" means such status as may be allocated by the Bank to a Customer's Integrated Account from time to time;

"ATM Instruction" means instruction given to the Bank through any automated teller machine, automated cash dispenser or other electronic data transmission terminals or point of sales terminals (whether inside or outside of the HKSAR) from time to time announced by the Bank by the use of Hang Seng Card in accordance with, and subject to, the provisions of Schedule IV;

"Advice" has the meaning ascribed to it in Clause 8;

"Authorised Person(s)" means the person(s) authorised by the Customer to give any Instructions for such Service(s) as notified (together with specimen signatures, identification documents and supporting board resolutions or other evidence of the Customer's authority as may be specified by the Bank) to the Bank from time to time in such manner as the Bank requires. For the avoidance of doubt, the Customer may have different authorisation arrangements and/or designate different Authorised Person(s) for different types or forms of Instructions.

"Bank" means Hang Seng Bank Limited of 83 Des Voeux Road Central, Hong Kong and its successors and assigns and, where the context permits, includes any person appointed by the Bank under Clause 6.01;

"Business Day" means a day on which the Bank is opened to the general public for business in Hong Kong and, where the context permits, also means, in respect of each type of Transaction, the business hours prescribed by the Bank from time to time when Instructions may be given to and accepted by the Bank;

"CD" or "Certificates of Deposit" means any negotiable certificates of deposit issued by the Bank from time to time;

"Collective Investment Scheme" means any arrangement in respect of any property where:-

- (a) the property is managed as a whole by or on behalf of the person operating the arrangement and/or the investors' contributions and the profits or income derived from the arrangement are pooled;
- (b) the investors do not have day-to-day control over the management of the property; and
- (c) the purpose or effect of the arrangement is to enable the investors to participate in or receive profits, income or other returns to be paid or distributed in any form or manner arising from (i) the acquisition, holding, management or disposal of the property (or any part of it) or (ii) the acquisition, holding or disposal of, the exercise of any right in, the redemption of, or the expiry of, any right, interest, title or benefit in the property (or any part of it),

and includes any arrangement regarded as a collective investment scheme pursuant to law;

"Customer" means the corporation, sole proprietorship, partnership, statutory body or authority, other body of persons or form of association (whether incorporated or not) and in whose name the Bank has allowed it to open an Integrated Account and, in the case of a sole proprietorship, means the sole proprietor and, in the case of a partnership, means each of the present and future partners of the partnership; and includes, in the case of a corporation, its lawful successor and, in the case of a sole proprietorship or partnership, any personal representative and lawful successor of the proprietor or each partner and, where the context permits, includes any Authorised Person(s);

"Discount Factor" means the percentage applicable to each type of Secured Asset as specified by the Bank from time to time.

"Exchange Rate" means the rate for converting one currency into another currency which the Bank determines to be prevailing in the relevant foreign exchange market at the relevant time, such determination to be conclusive and binding on the Customer;

"Gold" means gold bullion of 99% fineness;

"HK SAR" means the Hong Kong Special Administrative Region;

"Instruction" means (a) Telephone Instruction; (b) ATM Instruction; (c) Internet Instruction; or (d) instruction given in such form and delivered or transmitted to the Bank by such means as the Bank may prescribe, in each case subject to the applicable minimum and/or maximum amounts as may be prescribed by the Bank from time to time in respect of any particular type of Instruction;

"Integrated Account" means the account comprising the Sub-accounts in the name of the Customer designated as Business Integrated Account and opened, operated and maintained in accordance with these Terms and Conditions;

"Internet Instruction" means instruction given to the Bank using the Hang Seng Business e-Banking Services or Hang Seng HSBCnet Services and, where expressly authorised by the Bank, includes any instruction given to the Bank using the Hang Seng Business e-Banking Services or Hang Seng HSBCnet Services through a Linked Account in accordance with, and subject to, the Bank's terms and conditions from time to time governing the use of the Hang Seng Business e-Banking Services or Hang Seng HSBCnet Services;

"Linked Account" means each account of the Customer designated by the Customer and accepted by the Bank as a "Linked Account" in respect of each Authorised Person;

"OD Protection" means any overdraft protection facility which the Bank may make available to the Customer from time to time in accordance with the provisions of Clause 11;

"Overdraft Facilities" means the Secured Overdraft Facility, the Unsecured Overdraft Facility and the OD Protection;

"person" includes an individual, sole proprietorship, partnership, firm, company, corporation and an unincorporated body of persons;

"relevant share capital" and "public company" shall have the meanings given to them in the Companies Act 1985 of Great Britain including any amendments thereto or replacement thereof;

"Secured Assets" means all moneys, assets and other property of the Customer from time to time standing to the credit of, or deposited with or come into the Bank's possession or control for the Integrated Account and all rights and benefits attached or accruing thereto and the proceeds thereof and, in the case of Securities, means any and all Securities at any time and from time to time and for any reason held by, deposited with, received by, transferred to or registered in the name of the Bank, any nominee or agent of the Bank or any person performing nominee service for any central depository, clearing and/or settlement system, for or on account of the Securities Account together with all dividends, interests, distributions and other moneys derived therefrom and all accretions, allotments and other rights and benefits accruing or arising in respect thereof;

"Secured Moneys" means (a) all moneys in any currency owing by the Customer to the Bank at any time, actually or contingently, in respect of the Secured Overdraft Facility, (b) interest on such moneys (both before and after any demand or judgment), to the date on which the Bank receives payment, at the rates payable by the Customer or which would have been payable but for any circumstance which restricts payment, (c) any expense reasonably incurred by the Bank in making payment in respect of any Securities subject to the Security on behalf of the Customer (but without the Bank being under any obligation to do so) as a result of failure by the Customer to make such payment when due and (d) all expenses reasonably incurred by the Bank in enforcing the Security on a full indemnity basis;

"Secured Overdraft Facility" means any secured overdraft or other overdraft facility which the Bank may make available to the Customer from time to time in accordance with the provisions of Clause 9;

"Securities" or "securities" means any interests, rights or property (whether in the form of an instrument or otherwise) commonly known as securities or regarded as securities pursuant to law including, without limitation:-

- (a) shares, stocks, debentures, loan stocks, funds, bonds or notes of, or issued by, any person, government or government authority;
- (b) rights, options or interests (whether described as units or otherwise) in or in respect of any securities in (a) above;
- (c) certificates or receipts for, or warrants to subscribe for or purchase, any securities in (a) above; and
- (d) interests in any collective investment scheme;

“Securities Account” and “Sub-account for Securities” means any Sub-account opened in the name of the Customer in accordance with the Customer’s Instructions for the purpose of holding any Securities and may be designated by reference to the types of Securities comprised in that Sub-account;

“the Security” means the security (if any) created by the Customer in favour of the Bank over all or any types of the Secured Assets in consideration of the Bank making available to the Customer the Secured Overdraft Facility;

“Services” means the banking, investment and other services from time to time offered by the Bank as its sole discretion subject to these Terms and Conditions;

“Sub-account” means any one or more of the following accounts comprised in the Integrated Account:-

- (a) Hong Kong Dollar Savings Account;
- (b) Hong Kong Dollar Current Account;
- (c) Foreign Currency Savings Account;
- (d) Term Deposit Account;
- (e) CD Account;
- (f) Securities Account;
- (g) Statement Gold Account; and
- (h) such other types of accounts as the Bank may from time to time introduce and bring within the scope of these Terms and Conditions with the consent of the Customer;

“Telephone Instruction” means instruction given to the Bank in such manner as the Bank may prescribe from time to time, directly or through any telecommunication company, network, equipment, device or intermediary (mechanical, electronic or otherwise) by the use of telephone (including, without limitation, mobile or wireless phone) operated by voice and/or other means in accordance with, and subject to, the provisions of Schedule V;

“Transaction” means a transaction effected by the Bank pursuant to or as a result of an Instruction; and

“Unsecured Overdraft Facility” means any unsecured overdraft or other overdraft facility which the Bank may make available to the Customer from time to time in accordance with the provisions of Clause 10.

- 1.02 Unless the context otherwise requires, words importing the singular include the plural and vice versa and words importing a gender include every gender. Unless otherwise stated, reference to Clauses and Schedules means the clauses of and schedules to these Terms and Conditions.
- 1.03 Clause headings shall be ignored in the interpretation of these Terms and Conditions and all the Schedules form integral parts of these Terms and Conditions.

2. Account Status

- 2.01 The Bank may (but is not obliged to) allocate or vary an Account Status to a Customer’s Integrated Account either at the request of the Customer or at the Bank’s sole discretion, and designate different sub-categories under the Account Status. Where the Bank allocates an Account Status to a Customer’s Integrated Account, the Bank may (but is not obliged to) at any time and from time to time vary such Account Status either at the request of the Customer or at the Bank’s sole discretion. Such allocation of an Account Status to or from a Customer’s Integrated Account or such variation of an Account Status so allocated, whether at the request of the Customer or at the Bank’s sole discretion, will be made by reference to pre-designated criteria, but subject always to the final decision of the Bank. The prevailing criteria and other details concerning the Account Status are available from the Bank upon request.

- 2.02 The Services, privileges and benefits which may be made available, and the fees and charges which may be imposed, by the Bank in relation to the Integrated Account may vary at any time and from time to time by reference to the Account Status or the sub-category under any Account Status. The Bank is also entitled to vary such Services, privileges, benefits, fees and charges within each Account Status or sub-category under an Account Status at any time and from time to time.
- 2.03 Each Account Status may have a set of criteria and/or conditions that the Customer has to fulfill so as to maintain its Integrated Account in that Account Status and/or to enjoy the Services, privileges and benefits which may be made available to the Customer under that Account Status. Each of such Services, privileges and benefits may also have certain terms and conditions governing the Customer's use and enjoyment of such Services, privileges and benefits. Without prejudice to Clauses 2.01 and 2.02 above, following an allocation or variation of an Account Status, it shall be the Customer's sole responsibility to ensure that all prevailing criteria for maintaining that Account Status and/or the terms and conditions for enjoying the Services, privileges and benefits made available under that Account Status are fully satisfied and/or observed. The fulfillment of all prevailing criteria in respect of an Account Status, or the failure to do so, by a Customer, however, will not in any way affect or prejudice the Bank's overriding right in allocating or varying an Account Status.
- 2.04 Following any variation of Account Status, the Bank has the right (but is not obliged) to terminate any Services, privileges and/or benefits made available to the Customer's Integrated Account which are not available under the new Account Status. The Bank will give notice to the Customer of any termination of or other arrangements regarding any Services, privilege and/or benefits due to a variation of its Account Status. The applicable provisions of these Terms and Conditions and other terms and conditions governing the use of any Services, privileges or benefits shall continue to bind the Customer until all obligations and liabilities owing by the Customer to the Bank with respect to such Services, privilege and/or benefits have been repaid and satisfied. All applicable provisions of these Terms and Conditions and other terms and conditions governing the Customer's use and enjoyment of any new or additional Services, privileges and benefits that the Customer shall enjoy as a result of the variation of the Account Status shall immediately become binding on the Customer. The Bank assumes no responsibility for any loss or inconvenience of the Customer as a result of any allocation or variation of its Account Status or granting, adjustment or termination of any Services, privilege and/or benefits in connection therewith.
- 2.05 The Bank will notify a Customer of any variation of its Account Status before such variation takes effect.
- 2.06 Any identification issued by the Bank to a Customer to reflect the Account Status allocated to the Customer's Integrated Account (if applicable) is to facilitate identification of the Account Status only. The Bank's record shall be conclusive as to the Account Status allocated to the Customer's Integrated Account at any time except for manifest error.

3. Scope of Services

WARNING:

PLEASE NOTE THAT BY APPOINTING AUTHORISED PERSON(S) UNDER THESE TERMS AND CONDITIONS, THE AUTHORISED PERSON(S) MAY, DEPENDING ON THE FORM OF INSTRUCTION (WHETHER BY TELEPHONE INSTRUCTION, ATM INSTRUCTION, INTERNET INSTRUCTION OR OTHERWISE), ACCESS AND GIVE INSTRUCTIONS TO THE BANK IN RESPECT OF VARIOUS SUB-ACCOUNTS UNDER THE INTEGRATED ACCOUNT, LINKED ACCOUNTS AND OTHER ACCOUNTS WHICH SHALL BE BINDING ON THE CUSTOMER.

SUCH AUTHORISED PERSON(S) MAY, IN MANY CIRCUMSTANCES, OPERATE SUCH ACCOUNTS SINGLY. THE BANK IS NOT UNDER ANY DUTY TO VERIFY THE PROPRIETY OR INTEGRITY OF ANY SUCH INSTRUCTION.

PLEASE CONSIDER THE TERMS AND CONDITIONS RELATING TO EACH TYPE OF INSTRUCTION CAREFULLY BEFORE APPOINTING ANY PERSON AS AN AUTHORISED PERSON IN RESPECT OF THAT TYPE OF INSTRUCTION.

- 3.01 All Instructions, Transactions and Services are subject to these Terms and Conditions and any applicable law, rule, regulation or order, or any direction, guideline, notice or restriction (whether or not having the force of law) issued by any competent authority, government agency, exchange or body.
- 3.02 The Customer may request the Services by giving written Instructions to the Bank provided that the Bank shall be entitled to specify, from time to time, such other form of Instructions which may be acceptable to the Bank in relation to any particular Services and/or other means or medium through which any particular Services may be made available to the Customer.

Where Instructions may be given by the Customer or the Authorised Person(s) by different modes of communication or in different forms, the Bank shall act on the relevant Instructions given in accordance with the applicable authorisation arrangement and applicable limits for that mode of communication or form of Instructions.

- 3.02a The Bank may specify from time to time any additional means or medium through which Instructions may be delivered or transmitted to the Bank subject to such terms and conditions (including any risk disclosure statements) as the Bank may reasonably prescribe.
- 3.03 The Bank shall be entitled to act in accordance with its regular business practice and procedure and will only accept Instructions insofar as it is (in the Bank's opinion) practicable and reasonable to do so. The Bank reserves the right to prescribe any conditions subject to which it accepts any Instruction or to refuse to act on any Instruction if, in its opinion, there are reasonable grounds for doing so. For the avoidance of doubt, the Bank is authorised to participate in and comply with the rules and regulations of any organisation which regulates the conduct of banking and/or securities business and any system which provides central clearing, settlement and similar facilities for banks and/or in respect of securities but, in each case, without liability for any acts or omissions on the part of the operator or manager of any such organisation or system.
- 3.04 Any Instruction, once given, may not be rescinded or withdrawn without the written consent of the Bank. All Instructions given, as understood and acted on by the Bank in good faith, shall be irrevocable and binding on the Customer whether given by the Customer or by any other person purporting to be the Customer or an Authorised Person. The Bank shall be under no duty to verify the identity or authority of the person giving any Instruction or the authenticity of such Instruction.
- 3.05 The Customer acknowledges that any Authorised Person may, in certain circumstances, give Instructions to withdraw and/or transfer funds from the Integrated Account and/or Linked Account(s) for his own use and benefit. The Customer authorises the Bank to carry out such Instructions in accordance with these Terms and Conditions and confirms that the Bank is not under any duty to verify the propriety or integrity of any Instructions.
- 3.06 It is the Customer's responsibility to take appropriate measures to monitor and control, from time to time, the appointment and change of Authorised Person(s), the giving of Instructions by Authorised Person(s), the designation of Linked Account(s), and to adopt proper safeguards against Instructions being given by unauthorised persons or for unauthorised purposes including, without limitation, prescribing transaction limits or daily maximum limits or other restrictions on Instructions.
- 3.07 The Customer shall take appropriate measures to monitor and ensure, from time to time, that Authorised Person(s) act in a proper and responsible manner and within the scope of his authority when giving Instructions to the Bank.
- 3.08 Any Transaction effected pursuant to or as a result of an Instruction shall be binding on the Customer in all respects.
- 3.09 The Customer should read and understand these Terms and Conditions prior to using any Services or effecting any Transactions pursuant to these Terms and Conditions.

4. Terms and Conditions

Without prejudice to the generality of Clause 3.01: -

- (a) current accounts, savings accounts and other deposits are subject to the provisions of Schedule I;
- (b) transactions involving currency exchange are subject to the provisions of Schedule II;
- (c) sale and/or purchase of Gold are subject to the provisions of Schedule III;
- (d) use of the ATM Services is subject to the provisions of Schedule IV;
- (e) use of the Phone Banking Services is subject to the provisions of Schedule V;
- (f) safe custody of and dealing in Securities are subject to the provisions of Schedule VI;
- (g) handling of subscription applications and switching and redemption requests in relation to Collective Investment Schemes as an intermediary is subject to the provisions of Schedule VII;
- (h) issuance of demand drafts and/or cashier orders is subject to the provisions of Schedule VIII;
- (i) ordering foreign currency notes is subject to the provisions of Schedule IX;
- (j) Hang Seng Monthly Investment Plan is subject to the provisions of Schedule X;
- (k) AutoSweeping Service is subject to the provisions of Schedule XI;

- (l) set-up of Direct Debit Authorisation is subject to the provisions of Schedule XII ;
- (m) use of the Payroll Services is subject to the provisions of Schedule XIII;
- (n) Currency Switching Service is subject to the provisions of Schedule XIV;
- (o) use of the Deposit Card is subject to the provisions of Schedule XV;
- (p) use of Remittance Service is subject to the provisions of Schedule XVI;
- (q) ordering of Demand Draft and Cashier's Order is subject to the provisions of Schedule XVII; and
- (r) use of e-Cheque Services is subject to the provisions of Schedule XVIII.

5. Mandate for Account Operation

5.01 In the absence of any specific instruction and subject to any Security:-

- (a) (i) the proceeds of a Transaction or payment received by the Bank for the credit of the Customer may be credited to any one or more of the current, savings and term deposit accounts of the Customer with the Bank in any currency;
- (ii) the Gold purchased by the Bank on behalf of the Customer in accordance with an Instruction shall be credited to the Sub-account for Gold;
- (iii) the Securities purchased by the Bank on behalf of the Customer in accordance with an Instruction shall be credited to the Sub-account for Securities; and
- (b) (i) any payment or withdrawal pursuant to or as a result of an Instruction may be debited to any one or more of the current, savings and term deposit accounts of the Customer with the Bank in any currency;
- (ii) any Gold sold by the Bank on behalf of the Customer pursuant to or as a result of an Instruction shall be debited to the Sub-account for Gold;
- (iii) any withdrawal of Securities pursuant to or as a result of any Instruction shall be debited to the Sub-account for Securities.

5.02 The Customer requests and authorises the Bank, in order to expedite withdrawals from the Sub-accounts, to allow at its discretion withdrawals upon verifying the Authorised Person(s)' signature on the withdrawal request form.

6. Delegation

- 6.01 The Bank may, at its discretion, appoint any other person as its nominee or agent to perform any of the Services on its behalf and may delegate any of its powers under these Terms and Conditions to such person and shall not be liable for any act, omission, negligence or default of any such person provided that the Bank has exercised such care in appointing such person as it would employ for its own business.
- 6.02 The Bank is authorised to disclose any information which is concerning the Customer, any of the Sub-accounts and the Services to any other person appointed by it in connection with the performance of the Services.
- 6.03 The Bank may also appoint any person as its agent to collect any or all indebtedness owed by the Customer to the Bank and the Customer shall be responsible for all costs and expenses reasonably incurred by the Bank for that purpose on each occasion.

7. Sufficiency of Funds

- 7.01 Instruction will not be acted on if there are insufficient funds or pre-arranged credit is not available in the relevant account. The Bank, however, may at its discretion act on such Instruction notwithstanding without seeking prior approval of or giving prior notice to the Customer.
- 7.02 Without prejudice to Clause 7.01, if the Bank places any order or enters into any transaction for the purpose of effecting an instruction which is subsequently not effected due to insufficiency of funds, the Bank is entitled (but not obliged) at any time in its discretion to place other order(s) or enter into other transaction(s) to set-off the order so placed or transaction so entered. Any resulting loss shall be borne by the Customer but any resulting gain shall belong to the Bank. The Bank's certificate in writing as to such loss and the amount shall be binding and conclusive against the Customer.

8. Advices and Statements

- 8.01 Transactions concluded pursuant to or as a result of Telephone Instructions, ATM Instructions or Internet Instructions may be set out in the account statement covering the relevant period unless otherwise required or permitted by law.
- 8.02 Account statements and Securities Account portfolio statement shall be provided at monthly intervals unless otherwise required or permitted by law. The Bank shall be entitled to provide separate statements in respect of any of the individual Sub-accounts but no statement shall be provided in circumstances where the Bank is not required by law to supply a statement or there are no entries covering the period which is the subject of the statement or otherwise agreed with the Customer.
- 8.03 The Customer agrees to examine each Advice, contract note, receipt, account statement or Securities Account portfolio statement (the "statement of account") provided by the Bank to see if there are any errors, discrepancies, unauthorised debits or other transactions or entries arising from whatever cause, including, but without limitation, forgery, forged signature, fraud, lack of authority or negligence of the Customer or any other person (the "Errors").

The Customer also agrees that the statement of account shall, as between the Bank and the Customer, be conclusive evidence as to the balance shown therein and that the statement of account shall be binding upon the Customer, who shall be deemed to have agreed to waive any rights to raise objections or pursue any remedies against the Bank in respect thereof unless the Customer notifies the Bank in writing of any such Errors within 90 days after:-

- a. personal delivery of such statement of account to the Customer if it is personally delivered; or
- b. the Bank has posted such statement of account if it is sent by post; or
- c. the Bank has emailed such statement of account if it is sent by email; or
- d. the Bank has placed such statement of account in the Hang Seng Business e-Banking Services or Hang Seng HSBCnet Services of the Customer available through the Internet if it is made available therein.

9. Secured Overdraft Facility

The Bank may make available any Secured Overdraft Facility to the Customer upon the Customer's application subject to the following provisions and other applicable provisions in these Terms and Conditions including, without limitation, Clauses 12,13 and 14:-

- (a) the maximum amount of the Secured Overdraft Facility shall be the aggregate of the value of each of the assets to be charged to the Bank for the purpose of securing the Secured Overdraft Facility multiplied by the applicable Discount Factor;
- (b) the Bank shall have absolute discretion whether to approve or reject the Customer's application for the Secured Overdraft Facility and, notwithstanding any approval, the Bank shall not be obliged to make available the Secured Overdraft Facility unless and until all security and/or other documents in the form required by the Bank have been duly executed by the Customer in accordance with its constitutive documents or any other person and all the Secured Assets have been properly charged and transferred to the Bank or its nominee to the Bank's satisfaction;
- (c) if the Customer's application for the Secured Overdraft Facility is approved, the Bank shall notify the Customer of the terms upon which the Secured Overdraft Facility shall be made available and by executing, or procuring the execution by any other person of, the security and/or other documents required by the Bank, the Customer shall be regarded to have accepted the Secured Overdraft Facility and agreed to be bound by such terms and this Clause 9; and
- (d) the Bank shall have absolute discretion to prescribe what assets (and in the case of Securities, what type of Securities) are acceptable to the Bank as security for the Secured Overdraft Facility and the Discount Factor applicable to each type of assets (and each type of Securities).

10. Unsecured Overdraft Facility

The Customer may apply for any Unsecured Overdraft Facility and, if such application is approved, shall be notified by the Bank in writing. Any Unsecured Overdraft Facility shall be made available by the Bank to the Customer subject to such terms specified in the Bank's notification or otherwise by the Bank and to these Terms and Conditions.

11. OD Protection

The Bank may make available to the Customer any OD Protection to any Sub-account which may be specified by the Bank. Any OD Protection shall be made available by the Bank to the Customer subject to such pre-designated limit which shall be determined and varied by the Bank at its discretion and subject further to these Terms and Conditions and such other terms and conditions as the Bank may prescribe.

12. Use of Overdraft Facilities and Application of Moneys

12.01 The Bank shall notify the Customer of the Sub-account to which the respective types of Overdraft Facilities (if any) shall be made available.

12.02 If more than one type of the Overdraft Facilities are made available to a Sub-account, such Overdraft Facilities shall be made available and utilized in the following order upon exhausting each type in such order:-

- (a) Secured Overdraft Facility;
- (b) Unsecured Overdraft Facility; and
- (c) OD Protection.

Any overdraft by the Customer exceeding the aggregate amount made available by the Bank to the Customer pursuant to any Overdraft Facilities shall be deemed to be unauthorized overdraft. The Customer shall pay interest on any unauthorised overdraft on demand from the date on which it was incurred up to the date of actual repayment (before and after judgment) at such rate over the Bank's best lending rate as the Bank may from time to time prescribe at its sole discretion. Such interest shall be debited from the relevant Sub-account and shall form part of the principal due to the Bank and bear interest accordingly.

12.03 All moneys credited to any Sub-account to which any of the Overdraft Facilities is made available shall be applied by the Bank in or towards repayment in the following order:-

- (a) all sums other than principal or interest in respect of the Overdraft Facility in question which may be owing to the Bank;
- (b) the Overdraft Facility in question (whether the same is due and payable or not);
- (c) any sums arising from or in connection with other Transactions or Services which may be owing to the Bank.

12.04 If more than one type of the Overdraft Facilities are made available to a Sub-account, all moneys credited to such Sub-account shall be applied by the Bank in or towards repayment in the following order:-

- (a) all sums other than principal or interest in respect of such Overdraft Facilities which may be owing to the Bank;
- (b) OD Protection;
- (c) Unsecured Overdraft Facility;
- (d) Secured Overdraft Facility;
- (e) any sums arising from or in connection with other Transactions or Services which may be owing to the Bank.

12.05 All Overdraft Facilities shall be subject to the Bank's review monthly or at such other intervals as the Bank may determine and its customary overriding right to modify, cancel or terminate such Overdraft Facilities and demand repayment at any time at its discretion.

12.06 The Customer should inform the Bank as soon as possible of any difficulty in repaying any Overdraft Facilities or in meeting any payment to the Bank arising from the Integrated Account or otherwise.

13. Payments and Interests

- 13.01 The Customer shall be liable for all overdrafts and/or advances arising out of or in connection with all or any of the Overdraft Facilities, other Transactions and/or Services and shall repay the same to the Bank on demand in one lump sum together with interest thereon on a day to day basis from the date of advance to the date of actual repayment (before and after judgment) at such rate as the Bank may determine at its sole discretion from time to time, calculated on the basis of the actual number of days elapsed and payable monthly in arrears on such day of each calendar month or at such other times as the Bank may specify in accordance with its usual practice by direct debit to any Hong Kong Dollar Current Account under the Integrated Account or such other Sub-account as the Bank and the Customer may agree and shall become part of the principal due to the Bank and bear interest accordingly.
- 13.02 Payments by the Customer shall be made to the Bank as specified by the Bank without any set-off, counterclaim or condition and free and clear of all present and future taxes, withholdings or deductions of any nature except that, if the Customer is compelled by law to make such withholding, the sum payable by the Customer shall be increased so that the amount actually received by the Bank is the amount it would have received if there had been no withholding.
- 13.03 Payments by the Customer to the Bank shall be in the currency of the relevant liability or, if the Bank so agrees in writing, in a different currency, in which case the conversion to that different currency shall be made at the Exchange Rate.
- 13.04 No payment to the Bank under the Security pursuant to any judgment, court order or otherwise shall discharge the obligation of the Customer in respect of which it was made unless and until payment in full has been received in the currency in which it is payable under the Security and, to the extent that the amount of any such payment shall, on actual conversion into such currency at the Exchange Rate, fall short of the amount of the obligation expressed in that currency, the Customer shall be liable for the shortfall.
- 13.05 Any moneys paid to the Bank in respect of any Secured Moneys may be applied in or towards satisfaction of the same or placed to the credit of such account as the Bank may determine with a view to preserving its rights to prove for the whole of the Secured Moneys.
- 13.06 If any moneys paid to the Bank in respect of any Secured Moneys are required to be repaid by virtue of any law relating to insolvency, bankruptcy or liquidation or for any other reason, the Bank shall be entitled to enforce the Security as if such moneys had not been paid.
- 13.07 Without prejudice to the generality of Clause 13.01, interest for any Secured Overdraft Facility shall be charged as follows:-
- (a) any portion of the outstanding amount of the Secured Overdraft Facility which is secured by Hong Kong Dollar term deposits shall be charged at the higher of (i) the prescribed margin over the average Hong Kong Dollar term deposit rate within the Hong Kong Dollar term deposit portfolio under the Integrated Account and (ii) the prescribed margin over the Bank's best lending rate;
 - (b) any portion of the outstanding amount which is secured by foreign currency deposits, Gold or Securities shall be charged at such margin as the Bank may prescribe in respect of each type of assets over the Bank's best lending rate; and
 - (c) any remaining portion of the outstanding amount shall be charged at the rate for the time being chargeable for unauthorised overdraft.
- 13.08 The Bank's best lending rate is subject to fluctuation at the Bank's discretion without prior notice. The prescribed margin shall be subject to variation from time to time at the Bank's absolute discretion and the Bank shall, before effecting any variation, give the Customer such period of notice as is reasonable in the circumstances. Any variation shall be binding on the Customer if the Customer continues to use the relevant Overdraft Facilities or if any part of such Overdraft Facilities remains outstanding after the effective date of variation.
- 13.09 Where the Customer fails to repay any indebtedness on the applicable due date, the Customer shall pay default interest on the overdue amount on demand from the due date up to the date of actual repayment (before and after judgment) at such rate over the Bank's best lending rate as the Bank may determine at its sole discretion from time to time. Such default interest shall be debited from the relevant Sub-account and shall form part of the principal due to the Bank and bear interest accordingly.

14. Security

- 14.01 This Clause 14 shall apply if the Customer has created the Security in favour of the Bank.
- 14.02 The Security is a continuing security and is in addition to, shall not be affected by and may be enforced despite the existence of any other security held by the Bank. Any restriction on the right of consolidating securities shall not apply to the Security.
- 14.03 A certificate of balance signed by any duly authorised officer of the Bank shall be conclusive evidence against the Customer of the amount of the Secured Moneys owing at any time.
- 14.04 The Bank shall be entitled to retain the document under which the Security is created for such period as the Bank may certify to the Customer to be appropriate in order to protect the interests of the Bank in respect of the Secured Moneys.
- 14.05 If the Customer creates or purports to create any security (whether fixed or floating) over all or any of the Secured Assets or if any person levies or attempts to levy any form of process against all or any of the Secured Assets, the charge created by the Security, to the extent that it may be a floating charge, shall automatically and without notice operate as a fixed charge instantly such event occurs.
- 14.06 The Customer undertakes:-
- (a) that the Secured Moneys shall not at any time exceed the value of the Secured Assets multiplied by the applicable Discount Factor. Any excess shall be forthwith eliminated by repaying the relevant amount of cash or by depositing with the Integrated Account additional assets of such nature and value acceptable to the Bank;
 - (b) that the Secured Assets are and shall be in the sole beneficial ownership of the Customer, free from encumbrances and claims except pursuant to the Security;
 - (c) that the Bank may hold all or any of the Secured Assets at any of its offices and transfer the same between such offices;
 - (d) to deposit with the Bank or to its order all documents which evidence the Secured Assets and, if applicable, duly completed transfer documents in favour of the Bank;
 - (e) not to or attempt to withdraw, assign, transfer or otherwise deal with the Secured Assets except in the Bank's favour or as directed by or with the consent of the Bank in writing;
 - (f) not to take any action which might prejudice the value of the Secured Assets and/or the effectiveness of the Security; and
 - (g) to pay all calls and make all other payments in respect of any Securities comprising the Secured Assets when due.
- 14.07 The Bank is hereby irrevocably authorised, without prior notice to or consent from the Customer, to take such steps as it may consider expedient to enable it to exercise or preserve its powers and rights in connection with the Security including, without limitation, the following:-
- (a) to appoint any other person as its nominee or agent to hold and to keep possession and control of any of the Secured Assets, to register any of the Secured Assets in the name of the Bank, its nominee(s) and/or agent(s) and to establish any account with such person for those purposes, but the Bank shall not be liable for any act, omission, negligence or default of any such person provided that the Bank has exercised such care in appointing such person as it would employ for its own business;
 - (b) to direct any nominee or agent of the Bank having custody or control of any of the Secured Assets (whether as nominee, manager or otherwise) to deal with such Secured Assets in such manner as the Bank may consider fit;
 - (c) to exercise or procure the exercise of voting and other rights attaching to the Secured Assets, so far as legally permissible, as if the Bank were the sole legal and beneficial owner;
 - (d) to determine whether or not to take any action which may be called for in respect of the Securities as to any call, subscription, offer, acquisition, ownership, exchange, conversion, redemption or any other matter;
 - (e) to return to the Customer securities which may not have the same identification as the Securities originally held by, deposited with, received by, transferred to or registered in the name of the Bank or any nominee or agent of the Bank;
 - (f) to debit all costs, charges and expenses (including any stamp duty, registration fees and other duties and expenses) reasonably incurred by the Bank in perfecting, preserving and/or enforcing the Security or in the exercise or purported exercise of any of its powers and rights in connection with the Security from any one or more of the current, savings and term deposit accounts of the Customer with the Bank in any currency;

- 14.08 If the Customer has failed to pay any of the Secured Moneys when due or is in default under any of the terms of the Security or is unable or admits to being unable to pay the debts of the Customer, as they become due or is subject to any proceedings in or analogous to insolvency, bankruptcy or liquidation or if legal process is applied for, levied or enforced against the Secured Assets or any other assets of the Customer, the Bank shall be entitled to enforce the Security and may, without demand, notice, legal process or any other action with respect to the Customer, retain or apply any cash comprising the Secured Assets and realised, sell or otherwise dispose of all or some of the Secured Assets for its own benefit in or towards settlement of the Secured Moneys at any time and in any way it deems expedient, free from any restrictions and claims and the Bank shall not be liable for any loss arising out of such retention, application, realization, sale or disposal.
- 14.09 The Bank may, at any time, continue any existing account and open any new account in the name of the Customer and no subsequent transactions, receipts or payments involving such new accounts shall affect the liability of the Customer.
- 14.10 The Customer may not assign or transfer any rights or obligations of the Customer under the Security. The Bank may assign any of its rights under the Security to a person in whose favour it has made an assignment of all or any part of the Secured Overdraft Facility.
- 14.11 The Customer undertakes and agrees that any power of attorney given by the Customer in favour of the Bank in connection with the Bank's exercise of its powers and rights under these Terms and Conditions is given to secure the performance of the obligations and liabilities of the Customer under these Terms and Conditions.

15. Expenses

All expenses, legal or otherwise, reasonably incurred by the Bank, in connection with the provision of the Services and any of the Overdraft Facilities (including enforcement of any right of the Bank under these Terms and Conditions and, if applicable, the Security) shall be borne by the Customer.

16. Rebate and Commission

The Bank and, if applicable, its subsidiaries and affiliates shall be entitled, without having to make prior disclosure to the Customer, to accept and retain for its own account and benefit absolutely any profit, rebate, brokerage, commission, fee, benefit, discount and/or other advantage arising out of or in connection with the provisions of Services and/or the handling of Transactions.

17. Exchange Rate

- 17.01 The Bank shall be entitled to effect any payment in relation to the Integrated Account in any currency as the Bank may prescribe. Where a conversion of one currency into another currency is required under these Terms and Conditions and, if applicable, the Security, such conversion shall be calculated at the Exchange Rate.
- 17.02 The customer understands that Renminbi is subject to exchange rate risk. Fluctuation in the exchange rate of Renminbi may result in losses in the event that the customer subsequently converts Renminbi into another currency (including Hong Kong Dollars). Exchange controls imposed by the relevant authorities may also adversely affect the applicable exchange rate. Renminbi is currently not freely convertible and conversion of Renminbi through banks in Hong Kong, like other Renminbi services provided by banks in Hong Kong, are subject to certain policy, regulatory requirements and/ or restrictions (which are subject to changes from time to time without notice).

18. Service Charge

The Bank shall be entitled to prescribe, from time to time, fees and charges payable in respect of the Services and any of the Overdraft Facilities subject to the Bank giving a reasonable period of notice for any variation of such fees and charges, which may be given by display, advertisement or other means as the Bank thinks fit, and shall be binding on the Customer if the Customer continues to maintain the Integrated Account with the Bank after the effective date thereof.

19. Suspension and Termination of Services

- 19.01 The Bank reserves the right to suspend or terminate any of the Services at any time without giving any notice and reason.
- 19.02 Without prejudice to the generality of Clause 19.01, the Bank shall be entitled to close all or any of the Sub-accounts immediately without notice to the Customer if:
- (a) there is any change of law which prohibits or renders illegal the maintenance or operation of such Sub-accounts or any part thereof;
 - (b) the Customer or any Authorised Person shall commit any breach of or omit to observe any obligations under these Terms and Conditions which, in the opinion of the Bank, amounts to a material default on the part of the Customer; or
 - (c) the Bank's books and records show a zero balance on any of such Sub-accounts for a period of six continuous months or for such shorter period as the Bank may reasonable prescribe.
- 19.03 The suspension or termination of any of the Services, and any withdrawal of cash or property, whether or not following such suspension or termination, shall 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 Terms and Conditions or by the Bank on behalf of the Customer, prior to such suspension or termination. Further, upon such suspension or termination, the Bank may cancel all or any unexecuted Instructions at its discretion.
- 19.04 Notwithstanding any provision herein to the contrary, the Bank reserves the right to terminate all or any of the Sub-accounts with prior notice (save under exceptional circumstance when termination may be made without notice) and with or without cause.

20. Amendments

Except provided otherwise in these Terms and Conditions, (a) the Bank may revise these Terms and Conditions and/or introduce additional terms and conditions at any time and from time to time and (b) these Terms and Conditions, any revision and/or addition to these Terms and Conditions, any items prescribed under these Terms and Conditions and any other information shall become effective subject to the Bank giving a reasonable period of notice which may be given by display, advertisement or other means as the Bank thinks fit and shall be binding on the Customer if the Customer continues to maintain the Integrated Account with the Bank or to use the Overdraft Facilities or if any part of the Overdraft Facilities remains outstanding after the effective date thereof.

21. Communications

- 21.01 The Bank shall be entitled to prescribe, from time to time, the form of notice (whether written or any other form) and the mode of communication with respect to each type of Services.
- 21.02 Communications delivered personally, sent by post, facsimile transmission, telex or e-mail will be deemed to have been delivered to the Customer (where delivered personally) at the time of personal delivery or on leaving it at the registered office of the Customer or the address last registered with the Bank, (where sent by post) 48 hours after posting if the address is in HKSAR and 7 days after posting if the address is outside HKSAR or (where sent by facsimile transmission, telex or e-mail) on the date of despatch to the facsimile or telex number or the e-mail address last registered with the Bank. Items sent to the Customer or delivered to an authorised representative are supplied at the Customer's risk.
- 21.03 All communications sent by the Customer to the Bank shall be in writing and shall be sent to the branch office at which the Integrated Account is kept unless the Bank prescribe other form of notice or mode of communication and shall be deemed to have been delivered to the Bank on the day of actual receipt.

22. Exclusion of Liability and Indemnity

22.01 The Bank shall not be liable for any taxes or duties payable on or in respect of any Sub-account or the assets or property held therein nor for any diminution in the value of such assets or property. It is the Customer's responsibility to seek independent professional advice on and handle any tax issues (including, without limitation, application for tax credits or a reduced rate of tax to be withheld or withheld on interest, dividend or any other distribution or proceeds from any investment or transaction) which may affect the Customer under all applicable laws in connection with any investment or transaction contemplated under these Terms and Conditions and, in the absence of express written agreement by the Bank, the Bank assumes no responsibility in this regard. Notwithstanding the above, the Customer shall, at the request of the Bank, complete, provide information, sign, execute 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 Terms and 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.

22.02 Unless due to the negligence or wilful default of the Bank, its officers or employees and only to the extent of direct and reasonably foreseeable loss and damage (if any) arising directly and solely therefrom, the Bank does not assume any liability or responsibility to the Customer or any third party for the consequences arising out of or in connection with:-

- (a) access to the Services by the Customer, any Authorised Person or any other person whether or not authorised;
- (b) any interruption, suspension, delay, loss, mutilation or other failure or inaccuracy in transmission of Instructions or other information howsoever caused;
- (c) leakage of Instruction or information relating to the Customer or any Authorised Person from any telecommunication company, equipment, device or intermediary through which the Instruction or information passes or by the Bank or the Bank's agents or any other third party;
- (d) its inability to execute an Instruction due to prevailing market conditions and the manner and timing of execution of an Instruction;
- (e) imposition or change of any applicable law, market disruption or fluctuation, or procedures, restrictions or suspension of trading imposed by any government, exchange, clearing house or market, or bankruptcy, insolvency or liquidation of any relevant bank, financial institution, broker, exchange, clearing house or government;
- (f) any mechanical failure, power failure, malfunction, breakdown, interruption or inadequacy of equipment or installation in connection with the Services, Acts of God, Government act, flood, fire, civil commotion, strike, war or any other causes beyond the reasonable control of the Bank; and/or
- (g) if applicable, any act, delay or failure to act, on the part of the Bank or any other person, in respect of the Secured Assets.

22.03 The Customer shall indemnify the Bank, its officers and employees against all liabilities, claims, demand, losses, damages, taxes, costs, charges and expenses of any kind (including, without limitation, legal fees on a full indemnity basis and other expenses reasonably incurred, and any claims by the Hong Kong Inland Revenue Department on the Bank for tax in respect of any profits or gains attributable to the Customer) 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 Services or the exercise or preservation of the Bank's powers and rights under these Terms and Conditions unless due to the negligence or wilful default of the Bank, its officers or employees and only to the extent of direct and reasonably foreseeable loss and damage (if any) arising directly and solely therefrom. The Bank is entitled to withhold, retain or deduct such portion from the Customer's assets in the possession or control of the Bank or such amount(s) from any of the Customer's accounts with the Bank as it determines to be sufficient to cover any amount which may be owed by the Customer under this Clause 22.03. This indemnity shall continue notwithstanding the termination of the Integrated Account.

23. Set-off and Lien

23.01 The Bank is entitled, at any time and without notice to the Customer, to combine or consolidate any balances standing to the credit of any of the Customer's accounts with the Bank and set-off, debit, withhold and/or transfer any sum thereof in or towards satisfaction of any of the obligation, indebtedness and liabilities owed by the Customer to the Bank in whatever capacity and whether actual or contingent or joint or several (including, without limitation, any amount owed by the Customer under Clauses 15, 18 and 22.03). Where such combination, consolidation, set-off, debit, withholding or transfer requires the conversion of one currency into another, such conversion shall be calculated at the Exchange Rate.

23.02 The Bank is authorised to exercise a lien over all property of the Customer which is in or coming into the possession or control of the Bank, for custody or any other reason and whether or not in the ordinary course of its business, with power for the Bank to sell such property and apply the proceeds of sale, after deduction of reasonable expenses, to satisfy any obligations, indebtedness and liabilities owed by the Customer to the Bank (including, without limitation, any amount referred to in Clause 23.01) provided that insofar as, and to the extent where, such indebtedness comprises fees, charges and expenses payable under Clauses 15 or 18, the lien shall not apply insofar as, and to the extent that, the Customer's property comprises any ordinary shares or other share of a class carrying rights to vote in all circumstances at general meetings of, or securities otherwise constituting relevant share capital of, any public company.

24. Binding Effect

These Terms and Conditions shall be binding on and ensure to the benefit of the Bank and its assigns, the Customer and in the case the Customer is a corporation, its lawful successor and in the case the Customer is a sole proprietorship or partnership, the personal representative and lawful successor of the sole proprietor or each partner and shall also be binding notwithstanding the absorption or amalgamation of the Bank by or with any other person.

25. Governing Law and Jurisdiction

25.01 These Terms and Conditions, the Overdraft Facilities, the Security (if applicable), the account relationship between the Bank and the Customer and the Bank's obligations to pay any amount standing to the credit of a Sub-account shall be governed by the laws of the HKSAR. The operation of a Sub-account in a location outside the HKSAR and payment in such a location shall be conditional on such operation and payment being lawful in that location. The Bank shall not be responsible for, or liable for any losses, taxes, costs and expenses as a result of complying with, any laws, regulations, governmental measures or restrictions which may be applicable in any location outside the HKSAR to the operation of a Sub-account and/or payment thereunder and/or to the Bank's assets relating thereto.

25.02 Each of the Bank and the Customer submits to the non-exclusive jurisdiction of the Courts of the HKSAR but these Terms and Conditions and the Security (if applicable) may be enforced in the Courts of any competent jurisdiction.

26. Governing Version

The English versions of these Terms and Conditions shall prevail wherever there is a discrepancy between the English and the Chinese versions.

27. Miscellaneous

27.01 Each of the provisions of these Terms and Conditions is severable and distinct from the others and, if at any time one or more of such provisions is or becomes illegal, invalid or unenforceable in any respect under the laws of any jurisdiction, the legality, validity or enforceability of the remaining provisions shall not be affected in any way.

27.02 No act or omission by the Bank pursuant to these Terms and Conditions and the Security (if applicable) shall affect its rights, powers and remedies thereunder or any further or other exercise of such rights, powers or remedies.

27.03 The Customer shall not assign or create encumbrance over any or all of the Customer's rights and interest in the Integrated Account or any Transaction without the prior written consent of the Bank.

27.04 The Customer shall, at the request of the Bank, execute such documents and perform such acts as the Bank may consider expedient in connection with the exercise of its powers and rights under these Terms and Conditions and the Security (if applicable).

27.05 COLLECTION AND DISCLOSURE OF CUSTOMER INFORMATION

(a) DEFINITIONS

Terms used in this Clause 27.05 shall have the meanings set out in Clause 1 or the meanings set out below. Where there is any conflict between the meaning of a term set out in Clause 1 and the meaning set out below, the meaning set out below shall apply in this Clause 27.05.

"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 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, but is not limited to, any guarantor or third party security provider, a member, director or officer of a company, partners or members of a partnership, any "substantial owner", "controlling person", or investor of a fund, beneficial owner, trustee, settlor or protector of a trust, account holder of a designated account, payee of a designated payment, a representative of the Customer, agent or nominee, or any other persons or entities with whom the Customer has a relationship that is relevant to the Customer's 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.

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

"Financial Crime" means money laundering, terrorist financing, bribery, corruption, tax evasion, fraud, evasion of economic or trade sanctions, or violations, 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.

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

"substantial owners" means any individuals entitled to more than 10% of the profits of or with an interest of more than 10% in an entity, 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 Customer's tax status or the tax status of a Connected Person.

“Tax Information” means documentation or information about the Customer’s tax status or the tax status of any owner, “controlling person”, “substantial owner” or beneficial owner or Connected Person. “Tax Information” includes, but is not limited to, information about: tax residence and/or place of organisation (as applicable), tax domicile, tax identification number, Tax Certification Forms, certain Personal Data (including name(s), residential address(es), age, date of birth, place of birth, nationality, citizenship).

(b) COLLECTION, USE AND SHARING OF CUSTOMER INFORMATION

This Clause 27.05(b) explains how the Bank will use information about the Customer and Connected Persons. The Notice to Customers and Other Individuals relating to the Personal Data (Privacy) Ordinance that applies to the Customer and other individuals (the “PICS”) also contains important information about how the Bank and the HSBC Group will use such information and the Customer should read this Clause in conjunction with the PICS. The Bank and members of the HSBC Group may use Customer Information in accordance with this Clause 27.05 and the PICS.

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

- the Bank is legally required to disclose;
- the Bank has a public duty to disclose;
- the 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 27.05 or the PICS.

COLLECTION

- (i) The Bank and other members of the HSBC Group may collect, use and share Customer Information. Customer Information may be requested by the Bank or on behalf of the Bank or the HSBC Group, and may be collected from the Customer or Connected Person directly, from a person acting on behalf of the Customer or Connected Person, 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

- (ii) The Bank and members of the HSBC Group may use, transfer and disclose Customer Information in connection with (1) the purposes set out in Appendix 1 (applicable to Customer Information other than Personal Data) (2) the purposes set out in the PICS (applicable to Personal Data) and (3) 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 Customer) ((1) to (3) are collectively referred to as the “Purposes”).

SHARING

- (iii) The Bank may (as necessary and appropriate for the Purposes) transfer and disclose any Customer Information to the recipients set out in the PICS (who may also use, transfer and disclose such information for the Purposes) and Appendix 1 (applicable to Customer Information other than Personal Data).

THE CUSTOMER’S OBLIGATIONS

- (iv) The Customer agrees to supply Customer Information, and to inform the Bank promptly and in any event, within 30 days in writing if there are any changes to Customer Information supplied to the Bank or a member of the HSBC Group from time to time, and to respond promptly to any request for Customer Information from the Bank or a member of the HSBC Group. The Customer further undertakes to notify the Bank (in such manner as may be prescribed or accepted by the Bank from time to time) of any change of directors, shareholders, partners, controllers, legal status or constitutional documents.

- (v) The Customer confirms and warrant that it has obtained (or will obtain) the express and prescribed consent of every Connected Person to the provision of their information (including Personal Data and Tax Information) to the Bank or a member of the HSBC Group for the Purposes and disclosure to the persons as provided in this Clause 27.05 and the PICS (as may be amended or supplemented by the Bank from time to time). The Customer shall, at the same time, advise any such Connected Persons that they have rights of access to, and correction of, their Personal Data. The Customer agrees to indemnify and hold the Bank harmless from all costs, penalties, damages and losses incurred as a result of this warranty being untrue and any other breach of this warranty.
- (vi) The Customer 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 of Customer Information in the manner described in these Terms and Conditions. The Customer agrees to inform the Bank promptly in writing if the Customer is not able or has failed to comply with the obligations set out in Clauses 27.05(b)(v) and 27.05(b)(vi) in any respect.
- (vii) Where
- the Customer or any Connected Person fails to provide promptly Customer Information reasonably requested by the Bank, or
 - the Customer or any Connected Person withholds or withdraws any consents that the Bank may need to process, transfer or disclose Customer Information for the Purposes (except for purposes connected with marketing or promoting products and services to the Customer), or
 - the Bank has, or a member of the HSBC Group has, suspicions regarding Financial Crime or an associated risk,

the Bank may:

- (A) be unable to provide new, or continue to provide all or part of the Services to the Customer and reserve the right to terminate the Bank's relationship with the Customer;
- (B) take actions necessary for the Bank or a member of the HSBC Group to meet the Compliance Obligations; and
- (C) block, transfer or close the Customer's account(s) where permitted under local Laws.

In addition, if the Customer fails to supply promptly the Customer's, 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 Customer or the Connected Person, including whether the Customer 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 paying such amounts to the appropriate Tax Authority.

(c) FINANCIAL CRIME RISK MANAGEMENT ACTIVITY

- (i) Financial Crime Risk Management Activity may include, but is not limited to: (A) screening, intercepting and investigating any instruction, communication, drawdown request, application for Services, or any payment sent to or by the Customer, or on the Customer's behalf; (B) investigating the source of or intended recipient of funds; (C) combining Customer Information with other related information in the possession of the HSBC Group; and (D) 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 the status of the Customer or a Connected Person.
- (ii) 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 Customer's instructions or application for Services or the provision of all or part of the Services. To the extent permissible by law, neither the Bank nor any member of the HSBC Group shall be liable to the Customer or any third party in respect of any loss (howsoever it arose) that was suffered or incurred by the Customer or a third party, caused in whole or in part in connection with the undertaking of Financial Crime Risk Management Activity.

(d) TAX COMPLIANCE

The Customer, and each Connected Person acting in their capacity as a Connected Person (and not in their personal capacity), acknowledge that the Customer is solely responsible for understanding and complying with the Customer's tax obligations (including but not limited to, 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 (and not in his/its personal capacity) also makes the same acknowledgement in his/its own regard. Certain countries may have tax legislation with extra-territorial effect regardless of the Customer'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 Customer 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 Customer's tax obligations in any jurisdiction which they 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.

(e) MISCELLANEOUS

- (i) In the event of any conflict or inconsistency between any of this Clause 27.05 and the provisions in or governing any other service, product, business relationship, account or agreement between the Customer and the Bank, this Clause 27.05 shall prevail.
- (ii) If all or any part of the provisions of this Clause 27.05 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 27.05 in that jurisdiction.

(f) SURVIVAL UPON TERMINATION

This Clause 27.05 shall continue to apply notwithstanding any termination by the Customer or the Bank or a member of the HSBC Group of the provision of any Services to the Customer, or the closure of any of the Customer's account.

- 27.06 (a) The Bank may (but shall not be obliged to), and the Customer expressly authorises the Bank to, record by tape or other means all instructions and requests given by any Customer or Authorised Person verbally to the Bank and all other verbal communications between the Customer or Authorised Person and the Bank in connection with Integrated Account including, without limitation, those given or communicated by telephone (collectively, "Verbal Communications"). Each Customer expressly agrees that if a dispute arises at any time in relation to the contents of any Verbal Communications, then the tape recording or such other records of such Verbal Communications, or a transcript of the same certified as a true transcript by an officer of the Bank, shall be conclusive evidence between the Bank and the Customer as to the contents and nature of such Verbal Communications unless and until the contrary is established and may be used as evidence in such dispute.
- (b) The Bank reserves the right to refuse to act upon any Verbal Communications if, in its opinion, there are reasonable grounds for doing so. Furthermore, the Bank reserves the right to defer acting on any Verbal Communications and to require further information with respect to such Verbal Communications as the Bank may consider appropriate.
- 27.07 The Customer represents and warrants that:
- (a) it shall maintain the Integrated Account and enter into each Transaction as principal and not as trustee or agent for any other person;
 - (b) it has full power and authority to accept these Terms and Conditions and perform its obligations hereunder and has taken that all necessary corporate or other actions to authorise acceptance of these Terms and Conditions, performance of its obligations hereunder and use of the Services. The Customer further represents and warrants that such acceptance, performance and use shall not contravene or conflict with any provision of its constitutional documents or other agreement or provision to which it is subject; and
 - (c) it has obtained all necessary consents from its employees, directors, officers and Authorised Person(s) for any transfer or release of personal data to the Bank in order for the Bank to provide the Services.
- 27.08 If the Customer or a shareholder (whether direct or indirect, legal or beneficial) of the Customer is a company incorporated in a country that permits issuance of bearer shares, the Customer confirms and warrants that neither it nor such shareholder has issued any bearer shares and further undertakes that neither it nor such shareholder will issue or convert any of its shares or such shareholder's shares (as the case may be) to bearer form without the prior written consent of the Bank.
- 27.09 No person other than the Customer and the Bank will have any right under the Contracts (Rights of Third Parties) Ordinance (Cap. 623) to enforce or enjoy the benefit of any of the provisions of these Terms and Conditions.

SCHEDULE I

Terms and Conditions for
Current and Deposit Accounts

SCHEDULE II

Terms and Conditions for
Currency Exchange Transactions

SCHEDULE III

Terms and Conditions for
Sale and/or Purchase of Gold

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APPENDIX 1

SCHEDULE I

TERMS AND CONDITIONS FOR CURRENT AND DEPOSIT ACCOUNTS

GENERAL

1. In connection with the opening, operation and closing of a current or deposit account ("account"), the Customer shall complete, sign, execute and be bound by the terms of such documents as the Bank may require and shall provide the Bank with identification documents and supporting board resolutions or other evidence of the Customer's authority and/or such other documents as the Bank may require.
2. The Bank shall be entitled to prescribe: -
 - (a) minimum and maximum amounts or balances in respect of the opening, operation and closing of accounts;
 - (b) any kind of interest payment whether positive or negative interest, the amount or balance threshold for any account or deposit that renders interest payable by the Bank or the customer, and the interest payment terms;
 - (c) charges and commissions payable in respect of the operation of accounts (including, without limitation, any account carrying an unclaimed balance which has been transferred to the Bank's unclaimed balance account pursuant to paragraph 13 below); and
 - (d) the available periods in the case of term deposit accounts.
3. All inward remittances, cheques and other monetary instruments accepted for deposit into an account are credited 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 account with items which are subsequently returned unpaid and remittance amounts which are not eventually received.
4. The Bank shall be entitled to pay or reject a cheque which would cause a current account to be overdrawn and, if the Bank permits an overdraft, the amount overdrawn shall be payable on demand with interest.
- 5a. Withdrawals from any account other than a HKD or USD current account may not be made by cheque or other financial instrument but only by instructions given in such form as the Bank may prescribe. Withdrawal of foreign currency deposit on maturity date may be subject to the Bank's requirement of its receipt of such prior notice of 2 business days (excluding Saturdays and bank holidays in the HKSAR or in the country/region where the relevant foreign currency is issued).
- 5b. In connection with any banking transactions denominated in United States dollars cleared or settled through the US Dollar Clearing System established in the HKSAR, the customer:
 - (a) acknowledges that the operation of the US Dollar Clearing System will be subject to the US Dollar Clearing House Rules (including without limitation the USD Operating Procedures referred to therein);
 - (b) agrees that the Hong Kong Monetary Authority shall not owe any duty or incur any liability to the Customer or any other person in respect of any claim, loss, damage or expense (including without limitation, loss of business, loss of business opportunity, loss of profit, special, indirect or consequential loss) (even if the Hong Kong Monetary Authority knew or ought reasonably to have known of their possible existence) of any kind or nature whatsoever arising in whatever manner directly or indirect from or as a result of;
 - (i) anything done or omitted to be done by the Hong Kong Monetary Authority bona fide or by the settlement institution of the US Dollar Clearing System. Hong Kong Interbank Clearing Limited or any member of the US Dollar Clearing House in the management, operation or use (including without limitation, the termination and/or suspension of the settlement institution, the US Dollar Clearing Facilities or any such member) of the US Dollar Clearing House or the US Dollar Clearing Facilities or any part of any of them;
 - (ii) without prejudice to (i) above, the giving of any notice, advice or approval in relation or pursuant to the US Dollar Clearing House Rules (including without limitation the US Dollar Operating Procedures referred to therein).

- 5c. The Customer agrees that:
- (a) cheques drawn by the Customer which have been paid may, after having been recorded in electronic form, be retained by the collecting bank or Hong Kong Interbank Clearing Limited ("HKICL") for such period as is stated in the rules relating to the operation of the Clearing House and after this, they may be destroyed by the collecting bank or HKICL as the case may be; and
 - (b) the Bank is authorised to contract inter alia with collecting banks and HKICL in accordance with the terms in paragraph 5c (l).
6. Alterations to financial instruments presented to the Bank will not be accepted unless they are authenticated by the signature of the drawer.
7. Cheques presented (whether by the Customer, Authorised Person(s) or any other person) shall be paid at any branch unless otherwise specified by the Bank.
- 8a. An inward remittance (whether in Hong Kong Dollars or in any other currencies) to an account may not be credited to the account on the same day if the related payment advice is not received by the Bank before the relevant cut-off times specified by the Bank from time to time. No interest will accrue on any inward remittance before the funds are actually credited into the account.
- 8b. Unless the Bank specifies otherwise, interest (whether positive or negative interest) shall accrue from day to day at such rates as the Bank may from time to time determine. Interest accrued (rounded upward or downward to the nearest 5 cents as the Bank may decide) shall be credited or debited to the account at such intervals as the Bank may decide or as may be agreed with the customer. The last day shall be excluded in calculating interest accrued on closing an account.
9. The Bank shall be entitled to prescribe the foreign currencies in which an account may be denominated and the method of payment in respect of a foreign currency account.
10. Any request for cancellation or reversal of payment instructions shall be at the entire discretion of the Bank and subject to such conditions as the Bank may prescribe.
11. Any payments made by the Bank to a person producing a withdrawal form purporting to be signed, sealed and/or chopped as authorised by the Customer or any Authorised Person(s) shall have the same effect as if made to the Customer directly and will absolve the Bank from all liabilities to the Customer or to any other party.
12. The Bank shall be entitled to close an account if it considers that the account has not been satisfactorily operated or maintained.
13. Any unclaimed balance on a closed account may be transferred to the Bank's unclaimed balance account.
14. Any specific terms agreed between the Bank and the Customer in respect of any transaction shall prevail if they are inconsistent with the Business Integrated Account Terms and Conditions.
15. The Bank and other members of the HSBC Group are required to act in accordance with the laws, regulations and requests of public and regulatory authorities operating in various jurisdictions which relate to, amongst other things, the prevention of money laundering, terrorist financing and the provision of financial and other services to any persons or entities which may be subject to sanctions. The Bank may take, and may instruct (or be instructed by) any other member of the HSBC Group to take, any action which it or such other member, in its sole and absolute discretion, considers appropriate to take in accordance with all such laws, regulations and requests.

Such action may include but is not limited to: the interception and investigation of any payment messages and other information or communications sent to or by the Customer or on the Customer's behalf via the systems of the Bank or any other member of the HSBC Group; and making further enquiries as to whether a name which might refer to a sanctioned person or entity actually refers to that person or entity.

Neither the Bank nor any member of the HSBC Group will be liable for loss (whether direct or consequential and including, without limitation, loss of profit or interest) or damage suffered by any party arising out of:

- (i) any delay or failure by the Bank or any member of the HSBC Group in processing any such payment messages or other information or communications, or in performing any of its duties or other obligations in connection with any accounts or the provision of any services to the Customer, caused in whole or in part by any steps which the Bank or such other member, in its sole and absolute discretion, considers appropriate to take in accordance with all such laws, regulations and requests; or
- (ii) the exercise of any of the Bank's rights under this clause.

In certain circumstances, the action which the Bank may take may prevent or cause a delay in the processing of certain information. Therefore, neither the Bank nor any member of the HSBC Group warrants that any information on the Bank's systems relating to any payment messages or other information and communications which are the subject of any action taken pursuant to this clause is accurate, current or up-to-date at the time it is accessed, whilst such action is being taken.

TERM (TIME AND CALL) AND SWAP DEPOSITS

- 1. Deposits are non-transferable and non-negotiable.
- 2. Interest is calculated up to but excluding the maturity date. Interest is payable only on the maturity date but, in the case of deposits of 15 months or more, may be paid at agreed intervals.
- 3. Interest on term deposits is fixed for the entire deposit period. Interest on call deposits will be simple interest accruing from day to day at the call rate specified by the Bank on a daily basis.
- 4. Where instructions for automatic renewals of a deposit are given, the interest rate applicable to the relevant type of deposit prevailing on the maturity date will be the rate for the renewal. In the absence of renewal instructions, the Bank may specify the rate at which interest on the deposit will be payable by the Bank or the customer after maturity of the deposit.
- 5. At the request of the Customer, the Bank may at its discretion allow a pre-mature withdrawal of a deposit before the due date. In such an instance, the Bank reserves the right not to pay interest on the deposit. The Bank furthermore reserves the right to recover a handling charge and additional cost (if any) of obtaining funds in the market for the remaining period of deposit, and to recover the loss of the Bank if there is a lack of funds in the market.
- 6. If a HKD deposit matures on a day which is not a Business Day, the deposit shall be payable on the next Business Day and interest shall be paid up to but excluding that day.
- 7. If a foreign currency deposit matures on a day on which banks in either the country of the relevant foreign currency or in the HKSAR are not opened to the general public for business, the deposit shall be payable on the next succeeding day on which all such banks are so opened and interest shall be paid up to but excluding that day.
- 8. Swap deposits are denominated in USD but payable in HKD and are accepted subject to the Customer executing a foreign exchange contract in the form prescribed by the Bank (which shall be provided to the Bank together with identification documents and supporting board resolutions or other evidence of the Customer's authority as may be specified by the Bank) and to the following terms:-
 - (a) the Bank sells USD at the prevailing spot rate on the day when the deposit is placed;
 - (b) the Bank buys USD on the day when the deposit matures at the forward purchase rate prevailing on the day when the deposit is placed;
 - (c) in the absence of maturity instructions from the Customer, a swap deposit will be rolled over automatically on maturity as a HKD 24 hours call deposit.

CERTIFICATES OF DEPOSIT

1. The Bank may offer CDs pursuant to CD programmes or in any other manner from time to time.
2. The Bank has the right, in respect of each CD issue, to:-
 - (a) cancel the issuance of all or any tranches on or before the issue date;
 - (b) extend or shorten the subscription period;
 - (c) determine the total issue amount;
 - (d) allot any issue amount to the Customer which may be less than the amount applied for by the Customer taking account of the total issue amount, the total amount applied for by all applicants and other relevant circumstances, and to refund the balance of the application amount to the Customer without interest as soon as reasonably practicable;
 - (e) specify or vary any time and date on or before which application amounts shall be paid to the Bank;
 - (f) specify the form and denomination of the CD; and
 - (g) redeem all or any tranches of in whole or in part on any interest payment date in accordance with the applicable terms and conditions governing such CD issue.
3. The Customer authorises the Bank to debit from any of its accounts with the Bank the full application amount in respect of any CD issue together with all fees, charges and expenses at any time after the Bank receives the Customer's application or at such other time agreed by the Customer and the Bank.
4. The Customer authorises the Bank to open a Sub-account for CD for the purpose of holding any CD allotted by the Bank to the Customer from time to time.
5. The terms of each CD agreed by the Customer and the Bank shall together with the offering document of the relevant CD programme, this Part and the other applicable provisions of these Terms and Conditions form one single agreement between the Customer and the Bank which governs such CD. In case of any inconsistency, the terms shall prevail, insofar as such CD is concerned, in the following order: (i) the terms agreed by the Customer and the Bank, (ii) the offering document of the relevant CD programme, (iii) this Part and (iv) the other applicable provisions of these Terms and Conditions.
6. Interest on a CD shall be calculated up to but excluding the maturity date on the basis of the actual number of days elapsed during the deposit period at such rate and payable at such intervals as the Customer and the Bank may agree.
7. Unless otherwise specified by the Bank, the obligations represented by a CD constitute direct, unsecured and unsubordinated obligations of the Bank ranking pari passu with all other unsecured and unsubordinated obligations of the Bank except any obligations which may be preferred by mandatory provisions of any applicable law.
8. The Customer does not have the right to terminate or redeem any CD before its maturity date.
9. The offering document of each CD programme shall be available for inspection during the subscription period upon request.
10. There may not be a secondary market for trading any CD issued by the Bank. Where there is a secondary market, the market price of a CD may fluctuate due to changes in market conditions (including movements in prevailing interest rates, changes in the perceived credit standing of the Bank or in the market for any similar deposits or instruments), and may therefore be higher or lower than the original issue price of the CD. Selling the CD in the secondary market instead of holding it to maturity may result in a loss. The Customer should carefully consider whether subscribing or purchasing a CD is suitable in light of the Customer's financial position and investment objectives. The Bank has no obligation to quote a price for any CD to enable the Customer to sell its CD to the Bank before its maturity. Even where a price is quoted by the Bank, it may due to market conditions be substantially lower than the price initially paid by the Customer for the CD.

SCHEDULE II

**TERMS AND CONDITIONS
FOR
CURRENCY EXCHANGE TRANSACTIONS**

1. The Bank shall only accept Instructions for currency exchange transactions for such currencies as the Bank may from time to time prescribe.
2. The actual bid and offer prices of any currency exchange transaction will be determined at the time when such transaction is effected. Any exchange rate which may have been quoted by the Bank or its representatives at any time for the purpose of such transaction are for indication only and the Bank is entitled to effect such transaction at the exchange rate prevailing in the relevant foreign exchange market at the time when such transaction shall be effected.
3. Any request for amendment, cancellation or reversal of an Instruction to effect a currency exchange transaction shall be at the entire discretion of the Bank and subject to such conditions as the Bank may prescribe.

SCHEDULE III

**TERMS AND CONDITIONS
FOR
SALE AND/OR PURCHASE OF GOLD**

1. Definitions

In this Schedule III, unless the context otherwise requires:-

“Gold Account” means the statement gold account opened by the Customer with the Bank in accordance with the Business Integrated Account Terms and Conditions;

“Loco London Gold” means Loco London Gold as specified by the London Bullion Market Association, which represents the basis for international trading and settlement in gold of London bullion market (with a fineness of not less than 99.5%) and the price of which is quoted by the market dealers base on United States dollars per troy ounce;

“Mace” means one complete mace troy which is equivalent to 1/10 Tael; and

“Scheme” means the investment instrument offered by the Bank to the market for investors who are interested to buy and sell paper gold by a pre-set contractual term without requiring any physical delivery of Gold, namely the “Hang Seng Statement Gold Scheme”. The Customer is required to open a Gold Account with the Bank for any buy or sell transaction in the Scheme; and

“Tael” means one complete tael troy which is equivalent to 1.20337 ounces troy, ounces troy being the unit weight of gold for transactions in the Hong Kong gold market.

“Units” means paper gold unit(s) of the Scheme.

2. Purpose

2.01 The Customer may, from time to time, on the Gold Account purchase Units from the Bank and/or sell Units to the Bank.

- 2.02 Any balance of Units for the time being purchased but not yet re-sold by the Customer shall be recorded in the Gold Account as owing by the Bank to the Customer.

3. Account Opening Formalities

- 3.01 The Customer shall execute such document(s) as the Bank may require for opening and operating the Gold Account which shall be provided to the Bank together with identification documents and supporting board resolutions or other evidence of the Customer's authority as may be specified by the Bank.
- 3.02 The Gold Account will be opened when the Customer's initial purchase order is processed and thereafter all transactions in Units for the Customer shall be on the Gold Account.

4. Purchase of Units

- 4.01 The Bank will sell Units to the Customer pursuant to purchase orders from the Customer and shall record in the Gold Account the quantity of Units so purchased as owing by the Bank to the Customer.
- 4.02 Each purchase order shall be irrevocable and shall be in such form as the Bank may prescribe and shall be:-
- (a) for not less than one Units of the Scheme;
 - (b) if more than one Units of the Scheme, for a quantity which is a whole multiple of one Units.
- 4.03 The buying price ("Buying Price") per Unit as quoted by the Bank will be on a per Mace basis. The price of Units at which each purchase will be made by the Customer shall be the Buying Price as quoted by the Bank to the Customer at the time of receipt by the Bank of the purchase order and recorded on the relevant advice, receipt or statement issued by the Bank. The Bank will determine the Buying Price at its sole and absolute discretion in good faith and commercially reasonable manner according to the following formula:

Buying Price of each Unit = the Bank's purchase price for 1 troy ounce of Loco London Gold in United States dollars as quoted by market dealers to the Bank x spot telegraphic transfer foreign currency exchange rate between United States dollars and Hong Kong dollars quoted by the Bank (at or about the time when the Bank quotes the Buying Price to the Customer) x 99% (conversion rate of gold fineness) x 0.120337 (conversion rate between troy ounce to Mace) + profit margin of the Bank.

- 4.04 A purchase order will be accepted by the Bank only if placed by the Customer on a Business Day. A purchase will be made during the Business Day on which the purchase order is received provided that the purchase order is received by the Bank within its normal business hours as the Bank may from time to time prescribe. Any purchase order received by the Bank after such hours shall be deemed to have been received on the next Business Day.
- 4.05 Settlement of a purchase shall be completed by (a) an immediate direct debit of any one or more accounts of the Customer with the Bank in any currency or (b) full payment by the Customer in cash, by cheque or by cashier's order on the same Business Day on which the purchase order is fulfilled.
- 4.06 If there are insufficient funds in such accounts or if the amount of cash, cheque or cashier's order tendered in settlement of a purchase order is insufficient to purchase the amount of Units ordered, the Bank shall be entitled not to fulfil such order or to fulfil such order for a lesser amount equal to the funds available or the amount tendered.
- 4.07 Without prejudice to paragraph 4.06 above, if the Bank makes a purchase against any cheque prior to collection, the Bank shall be entitled to be reimbursed on demand immediately in the absence of collection and no default interest or any other fees and charges shall be payable by the Customer. If the Customer fails so to reimburse the Bank, the Bank may, at any time without notice and without prejudice to Clause 23.02 under the Business Integrated Account Terms and Conditions, sell or convert into money the Units purchased at the price determined by the Bank in accordance with paragraph 5.03 below to satisfy the Customer's liability. For this purpose, to the extent that the amount converted shall fall short of the Customer's liability, the Customer shall be liable for the shortfall but if the amount converted shall exceed the Customer's liability, the Bank shall be entitled to such excess.

5. **Sale of Units**

- 5.01 The Bank will purchase Units from the Customer pursuant to sale orders from the Customer and shall record in the Gold Account the quantity of Units so sold.
- 5.02 Each sale order shall be irrevocable and in such form as the Bank may prescribe and shall be:-
- (a) for not less than one Units of the Scheme;
 - (b) if more than one Units of the Scheme, for a quantity which is a whole multiple of one Mace.
- 5.03 The selling price ("Selling Price") per Unit as quoted by the Bank will be on a per Mace basis. The price of Units at which each sale will be made by the Customer shall be the Selling Price as quoted by the Bank to the Customer at the time of receipt by the Bank of the sale order and recorded on the relevant advice, receipt or statement issued by the Bank. The Bank will determine the Selling Price at its sole and absolute discretion in good faith and commercially reasonable manner according to the following formula:
- Selling Price of each Unit = the Bank's selling price for 1 troy ounce of Loco London Gold in United States dollars as quoted by market dealers to the Bank x spot telegraphic transfer foreign currency exchange rate between United States dollars and Hong Kong dollars quoted by the Bank (at or about the time when the Bank quotes the Selling Price to the Customer) x 99% (conversion rate of gold fineness) x 0.120337 (conversion rate between troy ounce to Mace) – profit margin of the Bank.
- 5.04 A sale order will be accepted by the Bank only if placed by the Customer on a Business Day. A sale will be made during the Business Day on which the sale order is received provided that the sale order is received by the Bank within its normal business hours as the Bank may from time to time prescribe. Any sale order received by the Bank after such hours shall be deemed to have been received on the next Business Day.
- 5.05 The proceeds of a sale shall be paid to the Customer on the Business Day on which the sale order is fulfilled and shall be paid (a) by way of direct credit to any one or more accounts of the Customer with the Bank in any currency or (b) in cash or (c) by any other means as the Bank agrees.
- 5.06 The maximum amount of Units that can be sold by the Customer on the Gold Account will be limited to the actual balance of the Units for the time being recorded in the Gold Account as owing by the Bank to the Customer so that no Units shall be oversold by the Customer and the Gold Account shall not be allowed to show any oversold balance.

6. **Customer's Acknowledgements and Undertakings**

The Customer acknowledges and undertakes that:-

- (a) the price of Gold is volatile and that its value may go down as well as up;
- (b) the Gold Account does not represent a deposit of money and provides neither yield nor interest;
- (c) the Customer has no right to delivery of physical Gold in Hong Kong or elsewhere;
- (d) the Bank has no duty or liability to appropriate, set aside and/or allot any physical Gold for or to the Customer and/or the Gold Account;
- (e) the Bank shall not be deemed to be a bailee or trustee of the Customer in relation to any Units recorded in the Gold Account as owing by the Bank to the Customer;
- (f) the Bank's liability under the Business Integrated Account Terms and Conditions for any Units purchased by the Customer and recorded in the Gold Account as owing by the Bank to the Customer shall be absolutely discharged if the Bank purchases such Units from the Customer in accordance with the Business Integrated Account Terms and Conditions and pays the proceeds to the Customer in accordance with paragraph 5.05 above;
- (g) the operation of the Gold Account by the Customer shall be restricted to purchases from and sales to the Bank of Units on the Gold Account and, if the Customer wishes to close the Gold Account, the Customer shall only be entitled so to do by selling to the Bank all the Units recorded in the Gold Account as owing by the Bank to the Customer at the price determined by the Bank in accordance with paragraph 5.03 above and by receiving the proceeds in accordance with paragraph 5.05 above;
- (h) the Bank is authorised to disclose to any government or governmental agency or department the details of the Gold Account and all transactions effected by the Bank in connection with the Gold Account;

- (i) no gold bullion shall be delivered to the Bank physically for deposit to the Gold Account;
- (j) except for the Units recorded in the Gold Account as owing by the Bank to the Customer, the Bank shall have no duty or liability to purchase Units from the Customer; and
- (k) the Bank shall be entitled to refuse any purchase order and/or sale order and/or not to quote any price in any period during which the Chinese Gold and Silver Exchange in the HK SAR or any gold exchange in the HK SAR shall suspend trading in Gold for any reason.

7. Termination and Closure

In the event of the termination and closure of the Scheme and/or the Gold Account, the Bank shall sell all the Units then recorded in the Gold Account as owing by the Bank to the Customer at the price determined by the Bank in accordance with paragraph 5.03 above and the proceeds shall be paid to the Customer in accordance with paragraph 5.05 above.

8. Modifications

- 8.01 The Bank may modify any term or provision of the Business Integrated Account Terms and Conditions at any time and from time to time if such modification (a) is required in compliance with statutory, fiscal or other requirements prescribed by any regulatory authority or (b) does not materially prejudice the Customer's interest thereunder, does not release the Bank from any liability to the Customer thereunder in any extent and does not impose or increase any fees and charges payable by the Customer thereunder. Any such modification shall become effective on the fifth Business Day or such later date as the Bank may specify after being displayed, advertised or brought to the attention of the Customer by any other means as the Bank thinks fit and shall be binding on the Customer if the Customer does not close the Gold Account prior to the expiration of such period.
- 8.02 Any modification other than those referred to in paragraph 8.01 above which requires the prior approval of any regulatory authority can only be made with the requisite approval. The Bank shall give the Customer three months' prior notice in writing of any such modification which shall become effective on and from the expiry of such three-month period and shall be binding on the Customer if the Customer does not close the Gold Account prior to the expiration of such period.

9. No Fees or Charges

The Bank will not charge the Customer any fees or charges for the provision of Services in connection with the Gold Account.

SCHEDULE IV

TERMS AND CONDITIONS FOR ATM SERVICES

1. Definitions and Interpretation

- 1.01 In these Terms and Conditions, unless the context otherwise requires: -

"ATM" means any automated teller machine, automated cash dispenser or other electronic data transmission terminals or point of sales terminals (whether inside or outside the HK SAR) from time to time announced by the Bank;

"ATM Accounts" means such of the Sub-accounts (including Hong Kong Dollar Savings Account and Hong Kong Dollar Current Account), Linked Accounts and other accounts as the Bank may permit from time to time;

"ATM Instruction" means instruction given to the Bank through any ATM by the use of a Hang Seng Card;

"ATM Services" means the services from time to time provided by the Bank to the Customer subject to these Terms and Conditions and more particularly described in paragraph 2;

"Authorised Hang Seng Cardholder" means any individual authorised by the Customer to be issued with a Hang Seng Card for the purposes of, among other things, giving ATM Instructions;

"Card PIN" means the personal identification number from time to time established by each Authorised Hang Seng Cardholder for the purpose of identifying him in giving ATM Instructions;

"Hang Seng Card" means the card issued by the Bank to the Authorised Hang Seng Cardholder by which the Authorised Hang Seng Cardholder can access, through ATMs, the ATM Accounts;

"Linked Account" means each account of the Customer designated by the Customer and accepted by the Bank as a Linked Account in respect of each Authorised Hang Seng Cardholder in accordance with paragraph 3.02; and

"Transaction" means any transfer, withdrawal or other transaction effected by the Bank pursuant to or as a result of an ATM Instruction.

2. The Services

- 2.01 The ATM Services enable the Authorised Hang Seng Cardholder to view ATM Accounts and to give the Bank ATM Instructions in relation to the following services offered by the Bank to the Customer from time to time:
- (a) deposit of funds into the ATM Accounts (by cash or otherwise), which shall be at the sole risk of the Customer and shall only be considered as having been received by the Bank on the actual collection of such funds from ATMs. For the avoidance of doubt, the Bank (i) shall not be responsible for any theft or loss of funds deposited at any ATM prior to such collection and (ii) shall not be considered as having accepted or agreed to the amount of any such funds purportedly deposited into the ATM Accounts until actual verification by the Bank thereof;
 - (b) withdrawal of funds from the ATM Accounts subject to any applicable pre-defined withdrawal limit;
 - (c) transfer of funds amongst ATM Accounts and/or to other accounts (whether in the name of the Customer, any Authorised Hang Seng Cardholder or any other person), in each case subject to any applicable pre-defined transfer limit;
 - (d) request for cheque books and / or account statements in relation to Integrated Account;
 - (e) payment of bills subject to any applicable pre-defined limit;
 - (f) changing the Card PIN; and
 - (g) such other banking and/or other services which the Bank may include in the ATM Services].
- 2.02 Notwithstanding any provision in these Terms and Conditions, the Bank has the right to determine from time to time the scope of the ATM Services. The Bank may expand, modify or reduce the scope of the ATM Services at any time without giving notice or reason.
- 2.03 The Bank has the right to impose, prescribe and/or vary any restriction, limit or condition on the use of the ATM Services including, without limitation, prescribing minimum and maximum transaction limits and daily limits with respect to the amount of any transaction or any type of transactions which the Authorised Hang Seng Cardholder may conduct or any ATM Instruction with the Authorised Hang Seng Cardholder may provide using the ATM Services.
- 2.04 The Bank has the right to prescribe and change the normal service hours during which the ATM Services are available and any daily cut-off time for any type of ATM Instruction or transaction. Any ATM Instruction received by the Bank after any applicable daily cut-off time shall be deemed to be received by the Bank on the next business day. The Bank may specify any day or time as a business day and/or daily cut-off time by reference to the day and/or time of the relevant markets which may be operating in different time-zones.

3. Authorised Hang Seng Cardholder, ATM Accounts and Linked Accounts

- 3.01 Only Authorised Hang Seng Cardholders may give ATM Instructions and use the ATM Services.

- 3.02 The Customer may designate one Linked Account in respect of each Authorised Hang Seng Cardholder. Each Authorised Hang Seng Cardholder may only view and give ATM Instructions in relation to those ATM Accounts applicable to him as authorised by the Customer.
- 3.03 The Customer and Authorised Hang Seng Cardholder(s) shall comply with such procedures for accessing ATMs or using ATM Services and specifying Authorised Hang Seng Cardholder(s) and/or Linked Account as the Bank may prescribe from time to time.
- 3.04 The Customer shall ensure that each Authorised Hang Seng Cardholder shall observe and comply with these Terms and Conditions. The Customer shall be responsible for all acts and omissions of each Authorised Hang Seng Cardholder in the use of the ATM Services, including any breach or non-compliance of these Terms and Conditions or any fraud or negligence on the part of any Authorised Hang Seng Cardholder.

4. Hang Seng Card and Card PIN

- 4.01 The Hang Seng Card is and shall at all times be the property of the Bank and subject to the Bank's cancellation or withdrawal at any time without giving the Customer and/or the Authorised Hang Seng Cardholder any prior notice and reason. The Customer and/or the Authorised Hang Seng Cardholder shall surrender the Hang Seng Card to the Bank immediately upon the Bank's demand.
- 4.02 The Hang Seng Card is not transferable and shall only be used exclusively by the Authorised Hang Seng Cardholder to whom it is issued. At no time and under no circumstances shall the Customer or the Authorised Hang Seng Cardholder transfer the Hang Seng Card to any person or permit its use by any person other than the Authorised Hang Seng Cardholder.
- 4.03 The Bank shall assign a Card PIN to each Authorised Hang Seng Cardholder. As soon as the Card PIN has been assigned by the Bank to an Authorised Hang Seng Cardholder, it shall remain effective until it is cancelled by, or with the agreement of, the Bank. Any change to the Card PIN shall only be effective if accepted by the Bank.
- 4.04 The Customer and the Authorised Hang Seng Cardholder shall act in good faith, exercise reasonable care and diligence in keeping the Card PIN in secrecy and the Hang Seng Card in safe-keeping. At no time and under no circumstances shall the Customer or the Authorised Hang Seng Cardholder disclose his Card PIN to any person.
- 4.05 The Customer shall be fully responsible for any accidental or unauthorised use or disclosure to any person of the Hang Seng Card or the Card PIN and shall bear the risks of the Hang Seng Card and/or the Card PIN being used by any unauthorised person(s) or for any unauthorised purposes(s).
- 4.06 Upon notice or suspicion of the Card PIN being disclosed to any unauthorised person and/or any unauthorised ATM Instruction being given and/or in the case of any loss or theft of the Hang Seng Card, the Customer and/or the Authorised Hang Seng Cardholder shall notify the Bank in person immediately or by telephone at such telephone numbers (which the Bank may ask the Customer or the Authorised Hang Seng Cardholder to confirm in writing of any details given) or in such other manner as the Bank may prescribe from time to time and the Authorised Hang Seng Cardholder shall change the Card PIN as soon as possible. Any such notification, once given, may not be cancelled or withdrawn unless the Bank agrees otherwise.
- 4.07 Provided that the Customer and the relevant Authorised Hang Seng Cardholder have acted in good faith and complied with paragraph 4.06, the Customer shall not be liable for any Transaction effected after the Bank has actually received notice referred to in paragraph 4.06. However, all withdrawals, transfers and/or Transactions involving ATM Accounts and/or any ATM Instructions given and/or the use of the Hang Seng Card by any person whether or not authorised by the Customer prior to the Bank's actual receipt of any notice referred to in paragraph 4.06 shall be conclusively binding on the Customer.
- 4.08 Unless otherwise announced by the Bank, cash and/or cheques may be deposited with the Bank by the use of the Hang Seng Card subject to the following: -
 - (a) any cash and/or cheque so deposited shall not be treated as having been received by the Bank until after the Bank's verification thereof which may not take place on the same day of the deposit. Until such verification, the Bank is entitled not to credit the amount to the relevant Sub-account for the use of the Customer; and

- (b) the advice issued by the Bank ATMs in respect of the acceptance of any such deposit represents only what has purported to have deposited with the Bank by the use of the Hang Seng Card and shall in no way bind the Bank as to its correctness; and
 - (c) any deposit shall only be treated as having been received by the Bank upon the Bank's duly crediting the cash into the relevant ATM Account or, in the case of a deposit by cheque, upon crediting the relevant ATM Account subject to such cheque being duly honoured and paid.
- 4.09 The Bank may, at its discretion and upon such terms and conditions (including, without limitation, payment of a reasonable fee) it may prescribe, issue a replacement Hang Seng Card in case any Hang Seng Card is damaged, lost or stolen at the request of the Customer or the relevant Authorised Cardholder by telephone or in such other manner as the Bank may prescribe from time to time. The Bank is authorised to debit any fee for issuing a replacement Hang Seng Card from any account of the Customer.
- 4.10 The Bank shall not be liable for the refusal of any merchant to accept or honour the Hang Seng Card nor shall the Bank be responsible for the goods and/or services supplied by any merchant.

5. Instructions

- 5.01 Each Authorised Hang Seng Cardholder is required to quote his Card PIN and such other details as the Bank may require in giving ATM Instructions.
- 5.02 Other than verifying the Card PIN of any Authorised Hang Seng Cardholder, the Bank shall be under no duty to verify the identity or authority of the person giving any ATM Instruction or the authenticity of any ATM Instruction.
- 5.03 The Bank's records in relation to any Transaction and any use of the ATM Services shall in all respects be conclusively binding on the Customer unless and until the contrary is established.

6. Acknowledgments, Warranties and Undertakings

- 6.01 It is the Customer's responsibility to take appropriate measures to monitor and control, from time to time, the use of the ATM Services and to ensure that the ATM Services are used exclusively by the relevant Authorised Hang Seng Cardholder in a responsible and proper manner and within the scope of his authority.
- 6.02 The Customer authorises each Authorised Hang Seng Cardholder to operate singly the ATM Accounts by using the ATM Services irrespective of any other provisions or authorisation arrangement for the operation of such account (including any transaction limit) applicable to the ATM Accounts.
- 6.03 The Bank shall have the right to disclose, in strict confidence, to other banks and/or entities such information concerning the Hang Seng Card, the ATM Accounts, the Customer and/or the Authorised Hang Seng Cardholder, as may be necessary or required for the processing of any ATM Instruction and/or Transaction or any withdrawal, transfer and/or other action by the use of the Hang Seng Card.
- 6.04 The ATM Services are provided subject to these Terms and Conditions and all other terms and conditions applicable from time to time in connection with the ATM Accounts. Where there is any discrepancy between these Terms and Conditions and such other terms and conditions, these Terms and Conditions shall prevail for the purposes of the ATM Services.

7. Termination of ATM Services

- 7.01 The Bank may at any time, without giving notice or reason, suspend or terminate the ATM Services.
- 7.02 Without prejudice to the generality of paragraph 7.01, the Bank may terminate the use of the ATM Services by all or any of the Authorised Hang Seng Cardholder(s) immediately at any time by giving written notice to the Customer and such Authorised Hang Seng Cardholder for any reason including, without limitation:
- (a) failure by the Customer to pay any fee or other amount due under these Terms and Conditions;

- (b) breach by the Customer or any Authorised Hang Seng Cardholder of any other provision of these Terms and Conditions and failure, in the case of a remedial breach, to remedy the breach within seven days after receiving written notice from the Bank specifying the breach and requiring the breach to be remedied.
- 7.03 The Customer may terminate the use of the ATM Services by all or any of the Authorised Hang Seng Cardholder(s) at any time by giving to the Bank not less than 3 days' prior written notice in such form as the Bank may prescribe from time to time provided that the Bank may at its discretion act on any oral notice purportedly given by or on behalf of the Customer without incurring any liability to the Customer or the relevant Authorised Hang Seng Cardholder. Any such notice relating to the termination of use of the ATM Service by any Authorised Hang Seng Cardholder shall be accompanied by the relevant Hang Seng Card. All returned Hang Seng Cards must be cut.
- 7.04 Notwithstanding the suspension or termination of the ATM Services by the Customer or any Authorised Hang Seng Cardholder(s), the Customer and the Authorised Hang Seng Cardholder(s) shall continue to be bound by these Terms and Conditions to the extent that they relate to any obligations or liabilities of the Customer and/or the Authorised Hang Seng Cardholder(s) which remain to be performed or discharged.
- 7.05 For the avoidance of doubt, the suspension or termination of the ATM Services either by the Bank or the Customer for whatever reason does not have the effect of terminating any of the ATM Account(s), the Linked Account(s) or any other account subject to these Terms and Conditions. However, the ATM Services in relation to each of such accounts will be automatically terminated forthwith when that/those account(s) is/are no longer maintained with the Bank.

SCHEDULE V

TERMS AND CONDITIONS FOR PHONE BANKING SERVICES

1. Definitions and Interpretation

- 1.01 In these Terms and Conditions, unless the context otherwise requires : -

"Authorised Phone Banking User" means any individual authorised by the Customer to operate the Phone Banking Accounts by giving Telephone Instructions;

"Linked Account" means each account of the Customer designated by the Customer and accepted by the Bank as a Linked Account in respect of each Authorised Phone Banking User in accordance with paragraph 3.02;

"Phone Banking Accounts" means such of the Sub-accounts (including Hong Kong Dollar Savings Account, Hong Kong Dollar Current Account, Foreign Currency Savings Account, Term Deposit Account, Statement Gold Account and Securities Account), Linked Accounts and other accounts as the Bank may permit from time to time;

"Phone PIN" means the personal identification number from time to time established by each Authorised Phone Banking User for the purpose of identifying him in giving Telephone Instructions;

"Phone Banking Services" means the services from time to time provided by the Bank to the Customer subject to these Terms and Conditions and more particularly described in paragraph 2;

"Telephone Instruction" means instruction given to the Bank in such manner as the Bank may from time to time prescribe, directly or through any telecommunication company, network, equipment, device or intermediary (mechanical, electronic or otherwise) by the use of telephone (including, without limitation, mobile or wireless phone) operated by voice and/or other means;

"Transaction" means any transfer, withdrawal or other transaction effected by the Bank pursuant to or as a result of a Telephone Instruction.

2. The Services

- 2.01 The Phone Banking Services enable the Authorised Phone Banking User to give the Bank Telephone Instructions in relation to any banking, investment and/or other services which the Bank may make available to the Customer from time to time in such manner and such condition and of such Account Status (or such sub-category under an Account Status) as the Bank may prescribe from time to time:
- 2.02 Notwithstanding any provision in these Terms and Conditions, the Bank has the right to determine from time to time the scope of the Phone Banking Services. The Bank may expand, modify or reduce the scope of the Phone Banking Services at any time without giving notice or reason.
- 2.03 The Bank has the right to impose, prescribe and/or vary any restriction, limit or condition on the use of the Phone Banking Services including, without limitation, prescribing minimum and maximum transactions limits and daily limits with respect to the amount of any transaction or any type of transactions which the Authorised Phone Banking User may conduct or any Telephone Instruction which the Authorised Phone Banking User may provide.
- 2.04 The Bank has the right to prescribe and change the normal service hours during which the Phone Banking Services are available and any daily cut-off time for any type of Telephone Instruction or transaction. Any Telephone Instruction received by the Bank after any applicable daily cut-off time shall be deemed to be received by the Bank on the next business day. The Bank may specify any day or time as a business day and/or daily cut-off time by reference to the day and/or time of the relevant markets which may be operating in different time-zones.

3. Authorised Phone Banking User, Phone Banking Accounts and Linked Accounts

- 3.01 Only Authorised Phone Banking Users may give Telephone Instructions and use the Phone Banking Services.
- 3.02 The Customer may designate one or more Linked Account(s) in respect of each Authorised Phone Banking User. Each Authorised Phone Banking User may only give Telephone Instructions in relation to those Phone Banking Accounts applicable to him as authorised by the Customer.
- 3.03 The Customer and Authorised Phone Banking User(s) shall comply with such procedures for using the Phone Banking Services and specifying Authorised Phone Banking User(s) and/or Linked Account(s) as the Bank may prescribe from time to time.
- 3.04 The Customer shall ensure that each Authorised Phone Banking User shall observe and comply with these Terms and Conditions. The Customer shall be responsible for all acts and omissions of each Authorised Phone Banking User in the use of the Phone Banking Services, including any breach or non-compliance of these Terms and Conditions or any fraud or negligence on the part of any Authorised Phone Banking User.

4. Phone PIN

- 4.01 The Bank shall assign a Phone PIN to each Authorised Phone Banking User. As soon as the Phone PIN has been assigned by the Bank to an Authorised Phone Banking user, it shall remain effective until it is cancelled by, or with the agreement of, the Bank. Any change to the Phone PIN shall only be effective if accepted by the Bank.
- 4.02 The Customer and the Authorised Phone Banking User shall act in good faith, exercise reasonable care and diligence in keeping the Phone PIN in secrecy. At no time and under no circumstances shall the Customer or the Authorised Phone Banking User disclose his Phone PIN to any person.
- 4.03 The Customer shall be fully responsible for any accidental or unauthorised use or disclosure to any person of the Phone PIN and shall bear the risks of the Phone PIN being used by any unauthorised person(s) or for any unauthorised purposes(s).

- 4.04 Upon notice or suspicion of the Phone PIN being disclosed to any unauthorised person and/or any unauthorised Telephone Instruction being given, the Customer and/or the Authorised Phone Banking User shall notify the Bank in person immediately or by telephone at such telephone numbers (which the Bank may ask the Customer or the Authorised Phone Banking User to confirm in writing of any details given) or in such other manner as the Bank may prescribe from time to time and the Authorised Phone Banking User shall change the Phone PIN as soon as possible. Any such notification, once given, may not be cancelled or withdrawn unless the Bank agrees otherwise.
- 4.05 Provided that the Customer and the relevant Authorised Phone Banking User have acted in good faith and complied with paragraph 4.04, the Customer shall not be liable for any Transaction effected after the Bank has actually received notice referred to in paragraph 4.04. However, all transfers, exchanges, sales, purchases and/or Transactions involving Phone Banking Accounts and/or any Telephone Instructions given by any person whether or not authorised by the Customer prior to the Bank's actual receipt of any notice referred to in paragraph 4.04 shall be conclusively binding on the Customer.

5. Instructions

- 5.01 The Bank shall be entitled to prescribe, from time to time, the telephone number through which Telephone Instructions must be given.
- 5.02 Each Authorised Phone Banking User is required to quote his Phone PIN and such other details as the Bank may require in giving Telephone Instructions.
- 5.03 Other than verifying the Phone PIN of any Authorised Phone Banking User, the Bank shall be under no duty to verify the identity or authority of the person giving any Telephone Instruction or the authenticity of any Telephone Instruction.
- 5.04 The Bank's records in relation to any Transaction and any use of the Phone Banking Services shall in all respects be conclusively binding on the Customer unless and until the contrary is established.

6. Acknowledgments, Warranties and Undertakings

- 6.01 It is the Customer's responsibility to take appropriate measures to monitor and control, from time to time, the use of the Phone Banking Services, and to ensure that the Phone Banking Services is used exclusively by the relevant Authorised Phone Banking User in a responsible and proper manner and within the scope of his authority.
- 6.02 The Customer authorises each Authorised Phone Banking User to operate singly the Phone Banking Accounts by using the Phone Banking Services irrespective of any other arrangement for the operation of such account (including any transaction limit).
- 6.03 The Customer and each Authorised Phone Banking User acknowledge that any interest rate, exchange rate or other rates or prices or information quoted by the Bank is for reference only and is not binding. Any rate, price and information offered by the Bank for the purpose of any Transaction shall be binding on the Customer upon its acceptance irrespective of any different rate, price or information quoted by the Bank.
- 6.04 The Bank shall have the right to disclose, in strict confidence, to other banks and/or entities such information concerning the Phone Banking Accounts, the Customer and/or the Authorised Phone Banking User as may be necessary or required for the processing of any Telephone Instruction or Transaction.
- 6.05 The Phone Banking Services are provided subject to these Terms and Conditions and all other terms and conditions applicable from time to time in connection with the Phone Banking Accounts. Where there is any discrepancy between these Terms and Conditions and such other terms and conditions, these Terms and Conditions shall prevail for the purposes of the Phone Banking Services.

7. Termination of Phone Banking Services

- 7.01 The Bank may at any time, without giving notice or reason, suspend or terminate the Phone Banking Services.
- 7.02 Without prejudice to the generality of paragraph 7.01, the Bank may terminate the use of the Phone Banking Services by all or any of the Authorised Phone Banking User(s) immediately at any time by giving written notice to the Customer and such Authorised Phone Banking User(s) for any reason including, without limitation:
- (a) failure by the Customer to pay any fee or other amount due under these Terms and Conditions;
 - (b) breach by the Customer or any Authorised Phone Banking User(s) of any other provision of these Terms and Conditions and failure, in the case of a remedial breach, to remedy the breach within seven days after receiving written notice from the Bank specifying the breach and requiring the breach to be remedied.
- 7.03 The Customer may terminate the use of the Phone Banking Services by all or any of the Authorised Phone Banking User(s) at any time by giving to the Bank not less than 3 days' prior written notice in such form as the Bank may prescribe from time to time provided that the Bank may at its discretion act on any oral notice purportedly given by or on behalf of the Customer without incurring any liability to the Customer or the relevant Authorised Phone Banking User.
- 7.04 Notwithstanding the suspension or termination of the Phone Banking Services by the Customer or any Authorised Phone Banking User(s), the Customer and the Authorised Phone Banking User(s) shall continue to be bound by these Terms and Conditions to the extent that they relate to any obligations or liabilities of the Customer and/or the Authorised Phone Banking User(s) which remain to be performed or discharged.
- 7.05 For the avoidance of doubt, the suspension or termination of the Phone Banking Services either by the Bank, the Customer or any Authorised Phone Banking User(s) for whatever reason does not have the effect of terminating any of the Phone Banking Account(s), the Linked Account(s) or any other account subject to these Terms and Conditions. However, the Phone Banking Services in relation to each of such accounts will be automatically terminated forthwith when that/those account(s) is/are no longer maintained with the Bank.

SCHEDULE VI

TERMS AND CONDITIONS ON SAFE CUSTODY OF AND DEALING IN SECURITIES

1. Services

- 1.01 The Bank may (but is not obliged to) provide all or any of the following Services to the Customer in connection with Securities:-
- (a) to hold or to arrange for Securities to be held in safe custody and to register Securities in such name(s) as it shall think fit and, where appropriate, in the name of the Customer or the Bank's nominee in compliance with all applicable laws, rules and regulations;
 - (b) to hold Securities which are not fully paid, subject to such conditions as the Bank may specify;
 - (c) to purchase or subscribe for any type of securities or other investments in accordance with Instructions following receipt of the funds required for such purpose;
 - (d) to sell or otherwise dispose of Securities and to deal with the proceeds and to enter into any agreement or instrument on behalf of the Customer in connection with Securities, in each case in accordance with Instructions;
 - (e) to deliver the documents of title and any other instruments relating to Securities to the Customer or to the order of the Customer in accordance with Instructions at the Customer's risk;

- (f) to request, collect, receive and make payments or distributions attributable to Securities arising from any call, subscription, offer, acquisition, ownership, exchange, conversion, redemption, disposal or other dealing and to take any action as regards any merger, consolidation, reorganisation, receivership, bankruptcy or insolvency proceedings, compromise or arrangement;
 - (g) to provide commentaries, financial information and data relating to any market or investments; and
 - (h) to provide such other services as the Bank and the Customer may from time to time agree.
- 1.02 The Bank shall be entitled (but not obliged), without prior notice to or consent from the Customer, to take such steps as it may consider expedient to enable it to provide the Services referred to in paragraph 1.01 above and exercise its powers under this Schedule VI and the Business Integrated Account Terms and Conditions including, without limitation, the following:-
- (a) to comply with any law, rule, regulation, order, directive, notice or request of any competent authority, government agency, exchange or body (whether or not having the force of law) requiring the Bank to take or refrain from action (including without limitation requiring the Bank to provide identity details and/or other information relating to the Customer, any Authorised Person and/or the Integrated Account);
 - (b) on behalf of the Customer, to withhold and/or to make payment of any taxes or duties payable on or in respect of Securities;
 - (c) where Securities are registered in the name of the Bank or any other person appointed by it (but not otherwise), to notify the Customer of information, notices and other communications received by the Bank in relation to such Securities (but shall be under no obligation to forward the same to the Customer in sufficient time for instructions to be given to the Bank with regard to any matters referred to therein nor to investigate or participate or take any affirmative action except in accordance with written Instructions from the Customer and upon such conditions, indemnity and provision for reasonable expenses as the Bank may require) and, in the absence of or delay in receiving specific Instructions from the Customer, to act or refrain from acting as it may deem expedient;
 - (d) to co-mingle Securities with the property of other persons;
 - (e) 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;
 - (f) to act on the opinion or advice of its legal advisers, accountants, brokers or other professional advisers but without liability for any acts or omissions on their part;
 - (g) not to accept Securities for deposit or return to the Customer any of the Securities without giving any reason or prior notice;
 - (h) upon termination of the Services for whatever reasons, to return any Securities to the Customer by registered post at the sole risk and expense of the Customer; and
 - (i) generally to do all acts and things which are necessary for or incidental to the provision of the Services.
- 1.03 All Instructions and Transactions involving Collective Investment Schemes are subject to such constitutive documents, information memoranda, prospectuses and other documentation of the relevant Collective Investment Schemes.
- 1.04 The Bank shall be under no duty to investigate, participate in or take affirmative action concerning proxies received, attendance at meetings and voting except in accordance with Instructions. In the absence of such Instructions, the Bank shall not be precluded from acting in its discretion as regards such proxies, attendance and voting except that the Bank shall have no such discretion insofar as, and to the extent that, Securities comprise any ordinary shares or other shares of a class carrying rights to vote in all circumstances at general meetings of, or securities otherwise constituting relevant share capital of, any public company.
- 1.05 In providing the Services referred to in paragraph 1.01 above, the Bank shall maintain records in compliance with all applicable laws, rules and regulations.
- 1.06 Without prejudice to the generality of paragraphs 1.02(a) and 1.02(g) above, the Bank is entitled (but not obliged) to sell or otherwise dispose of any of the Securities without Instructions of the Customer on prevailing market conditions provided that such sale or disposal is required by any applicable laws, rules, regulations or orders, directions, guidelines, notices or restrictions on ownership (whether or not having the force of law) issued by any competent authority, government agency, exchange or body or is otherwise for the protection of the Customer and/or the Bank. The Bank shall credit the proceeds of such sale or disposal (after deducting reasonable expenses) to the Integrated Account. The Bank shall, where reasonably practicable to do so, notify the Customer before any such sale or disposal.

2. Customer Accounts

The Bank is requested and authorised to:-

- (a) credit any proceeds of a Transaction to, and debit any payment or withdrawal pursuant to or as a result of a Transaction (on such date as the Bank may require for the purpose of effecting such Transaction) from, such account(s) as the Customer or the Authorised Person(s) may from time to time specify in such manner as the Bank may require provided that, in the absence of any specific Instructions, the Bank may credit any such proceeds to, and debit any such payment or withdrawal from, any one or more of the current, savings and term deposit accounts of the Customer with the Bank in any currency; and
- (b) credit any securities purchased by the Bank on behalf of the Customer in accordance with an Instruction to, and withdraw any Securities pursuant to or as a result of a Transaction (on such date as the Bank may require for the purpose of effecting such Transaction) from, the Securities Account unless the Bank has received Instructions to the contrary.

3. Advices and Statements

The Bank will, where applicable, deliver to the Customer a contract note in respect of every contract for the purchase, sale or exchange of securities effected on the Customer's behalf or any other receipt, advice or statement required by law in the manner and within the time limit prescribed by law. The Customer confirms that the Bank may issue contract notes, receipts, advices and statements in electronic form and agrees to receive them by electronic means.

4. Fees and Charges

The Customer shall pay all applicable custodian and service fees and charges to the Bank in respect of the Services referred to in paragraph 1.01 above as agreed between them from time to time. Paid fees and charges are non-refundable notwithstanding early termination of such Services or (as the case may be) closure of the Securities Account.

5. Limitations on Liability

- 5.01 The provision of the Services referred to in paragraph 1.01 above does not constitute the Bank a trustee of the Customer or any of the Securities save and except those Securities registered in the name of a nominee of the Bank and in the capacity of a bare trustee only. The Bank shall have no other obligations in respect of the Securities except those contained in this Schedule VI and the Business Integrated Account Terms and Conditions.
- 5.02 The Bank is under no duty to examine or verify the validity of the ownership of or title to any securities and shall not be liable in respect of any defect in ownership or title.
- 5.03 In jurisdictions restricting foreign ownership of securities, the Bank shall have no duty to ascertain the nationality of the owner of the Securities or that the Securities deposited are approved for foreign ownership unless specifically instructed by the Customer or the Authorised Person(s).
- 5.04 The Bank does not guarantee gains or profitability to the Customer and shall not be liable for any loss or diminution in the value of the Securities save and except direct and reasonably foreseeable loss and damage (if any) arising directly and solely from any negligence or wilful default of the Bank.
- 5.05 Commentaries, financial information and data 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 provided by other persons. The Bank does not warrant, represent or guarantee the sequence, accuracy, truth, reliability, adequacy, timeliness or completeness of any commentaries, 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, information or data by the Customer or any other person.

5.06 Notwithstanding that the Customer may have informed the Bank of any investment objectives of the Customer, the Customer shall be solely responsible for:-

- (a) making the Customer's own independent investigation and appraisal of the securities and other investments with which the Customer intends to deal; and
- (b) making the Customer's own independent decision in dealing with the Securities and other investments.

The Customer requests and directs the Bank to accept and to act on any and all Instructions of the Customer or the Authorised Person(s) in connection with the Securities and other investments on the above basis. The Customer shall be solely responsible for such Instructions which shall be deemed to be given on its own judgment and at its sole risk whether or not the Bank has given to the Customer any advice, recommendation, commentaries, financial information or data.

6. Further Assurance

- 6.01 The Customer shall, at the request of the Bank, execute such documents (which shall be provided to the Bank together with identification documents and supporting board resolutions or other evidence of the Customer's authority as may be specified by the Bank) and perform such acts as the Bank may consider expedient for the purposes of providing the Services referred to in paragraph 1.01 above and in connection with the exercise of its powers and rights under this Schedule VI and the Business Integrated Account Terms and Conditions.
- 6.02 The Customer warrants that the Securities are and shall be in the sole beneficial ownership of the Customer free from any encumbrances or adverse interests (except in favour of the Bank) and that the Customer acts as principal with respect to all of the Securities.

7. Miscellaneous

- 7.01 The Bank is a bank licensed under the Banking Ordinance and is registered under the Securities and Futures Ordinance to conduct various types of regulated activities (CE Number: AAH297).
- 7.02 The Customer and the Bank shall notify each other in the event of any material change to the information provided in connection with or pursuant to this Schedule VI.
- 7.03 The Customer acknowledges and agrees that: -
- (a) where the Customer comprises person(s) other than a limited company, the Customer's Securities will have to be registered in the name of a nominee (whether appointed by the Bank or by the Customer) or in such other manner as may be prescribed by the applicable regulations of any person maintaining in the HKSAR the register of members of a company the securities of which are listed on a stock exchange;
 - (b) the Bank's other customers may from time to time have a position in investments similar to the Securities;
 - (c) the Bank may deal in the Securities for its own account or for the account of its other customers;
 - (d) the Bank may have banking or other financial relationships with any company or party which is the issuer of the Securities;
 - (e) the Bank's officers, directors and/or employees may be officers, directors and/or employees of the company or party referred to in paragraph 7.03(d) above;
 - (f) the Bank is hereby irrevocably authorised to enter into any transaction for the account of the Customer with any other member of the Bank's group and/or any agent of the Bank, and the Bank may be interested in any such transaction and shall not be accountable to the Customer for any profit or benefit arising therefrom;
 - (g) the actual bid and offer prices of any Transaction will be determined at the time when such Transaction is effected. Any figures which may have been quoted by the Bank or its representatives at any time for the purpose of such Transaction are for indication only; and

- (h) In executing instructions of the Customer or Authorised Person(s), the Bank and any other company in the Bank's group may effect transactions as principal with the Customer and may effect transactions in which the Bank or any other company in the Bank's group has, directly or indirectly, a material interest or a potential conflict with its duty to the Customer. The Bank shall ensure that such transactions are effected on terms which are not less favorable in substance to the Customer than if the Bank or any other company in the Bank's group had not traded as principal or if the material interest or potential conflict had not existed. The bank and any other company in the Bank's group shall be entitled to retain for their benefit any profit, commission, remuneration and/or other benefit made or received from or by reason of such transactions and/or any connected transactions and shall not be liable to account for them to the Customer.

7.04 Where there is any inconsistency between the Business Integrated Account Terms and Conditions and the provisions contained in this Schedule VI, the provisions contained in this Schedule VI shall prevail.

8. Risk Disclosure Statements

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.

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.

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.

Current information on GEM stocks may only be found on the internet website operated by The Stock Exchange of Hong Kong Limited. GEM Companies are usually not required to issue paid announcements in gazetted newspapers.

The Customer should seek independent professional advice if he is uncertain of or has not understood any aspect of this risk disclosure statement or the nature and risks involved in trading of GEM stocks.

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.

Risk of Investment in Collective Investment Schemes

Investment in Collective Investment Schemes involves risk and the Customer should read the relevant constitutive documents, information memoranda, prospectuses and other offering documentation for further details.

Risk of Foreign Securities Trading

Foreign securities carry additional risks not generally associated with securities in the domestic market. The value or income of foreign securities may be more volatile and could be adversely affected by changes in currency rates of exchange, foreign taxation practices, foreign laws, government practices, regulations and political events. The Customer may find it more difficult to liquidate investments in foreign securities where they have limited liquidity in the relevant market. Foreign laws, government practices and regulations may also affect the transferability of foreign securities. Timely and reliable information about the value or the extent of the risks of foreign securities may not be readily available at all times.

Risk of Providing an Authority to Hold Mail or to Direct Mail to Third Parties

If the Customer provides the licensed or registered person with an authority to hold mail or to direct mail to third parties, it is important for the Customer to promptly collect in person all contract notes and statements of his account and review them in detail to ensure that any anomalies or mistakes can be detected in a timely fashion.

Risk of Client Assets Received or Held Outside the HKSAR

Client assets received or held by the licensed or registered person outside the HKSAR are subject to the applicable laws and regulations of the relevant overseas jurisdiction which may be different from the Securities and Futures Ordinance (Cap. 571, Laws of HKSAR) and the rules made under it. Consequently, such client assets may not enjoy the same protection as that conferred on client assets received or held in the HKSAR.

SCHEDULE VII**TERMS AND CONDITIONS
FOR
HANDLING OF SUBSCRIPTION APPLICATIONS,
SWITCHING AND REDEMPTION REQUESTS
IN RELATION TO COLLECTIVE INVESTMENT SCHEMES
AS AN INTERMEDIARY**

1. This Schedule VII applies only where the Bank agrees, at its discretion, to provide to the Customer the Services relating to Collective Investment as referred to in paragraph 3 below.
2. In this Schedule VII, unless the context otherwise requires:-

"Collective Investment Scheme" means any collective investment scheme with which the Bank is prepared to deal under this Schedule VII from time to time;

"Dealing Procedures" means the procedures for the time being agreed between the Bank and the Fund Manager of the relevant Collective Investment Scheme to govern the subscription, switching and redemption of interests therein and other incidental matters;

"Fund Manager" means the manager for the time being of a Collective Investment Schemes.

3. The Bank may, as its discretion, provide the following Services in connection with the handling of subscription applications, switching and redemption requests of the Customer relating to interests in Collective Investment Schemes pursuant to Instructions:-
 - (a) transmitting to the relevant Fund Manager or its authorised representatives the relevant application forms duly executed by the Customer, subscription proceeds and other requisite materials and documents; and
 - (b) rendering to the Customer other ancillary and incidental services.
4. The Bank has no authority to accept applications for subscription, switching or redemption of interests in Collective Investment Schemes for and on behalf of any Fund Manager. Receipt of application forms and the requisite payment and other materials shall not amount to acceptance of the applications by the relevant Fund Manager.
5. All Instructions and the resulting dealings, transactions and payment in relation to the subscription, switching and redemption of interests in Collective Investment Schemes shall be subject to the Dealing Procedures. The Bank is entitled, without reference to the Customer, either to ignore any Instruction which fails to comply with the Dealing Procedures or to execute such Instruction with such modifications or changes as may be necessary to comply with the Dealing Procedures.
6. All written Instructions for the subscription, switching and redemption of interests in Collective Investment Schemes must be given in prescribed forms and duly signed or executed by the Authorised Person(s) or the Customer.

7. The Customer shall provide the Bank with such information, materials and documents to enable the Bank to effect an Instruction. The Customer shall ensure that the information provided to the Bank and in application forms is complete and accurate in all respects. The Bank does not undertake to verify the completeness and accuracy of such information and accepts no liability for any loss or damage to the Customer arising as a result of any error or omission in completing any application form unless due to the negligence or wilful default of the Bank or its officers or employees and only to the extent of direct and reasonably foreseeable loss and damage (if any) arising directly and solely therefrom.
8. Any application to subscribe, switch or redeem interests in Collective Investment Schemes will only be accepted by the Bank for handling if, in the case of subscription, the requisite payment is available and, in the case of switching or redemption, the requisite certificate evidencing the interest in the relevant Collective Investment Scheme (if required) is received, in each case together with other necessary materials and documents and only if the application is received by the Bank prior to any cut-off time as the Bank may from time to time prescribe.
9. The Bank's liability in respect of any particular Transaction shall be absolutely discharged when the completed application form, duly executed by the Customer and other requisite materials and documents actually received by the Bank have been delivered to the relevant Fund Manager or its authorised representative. Thereafter, the Customer shall deal direct with the Fund Manager as regards processing of the application, issuance of interests in Collective Investment Schemes applied for and other dealings (with the exception of switching and redemption requests) referable to the Customer's investment in the Collective Investment Schemes in question. The Bank shall have no responsibility for ensuring that the application will be approved by the Fund Manager or that the Customer will be promptly informed by the Fund Manager of the rejection of the application.
10. The Bank shall be entitled to disclose to any agency, government department, statutory or public authority the details of any Transaction effected by or through the Bank under this Schedule VII.
11. The Customer agrees and confirms that the Bank shall be entitled to disclose to any Fund Manager, at such Fund Manager's request, information of the Customer (including, without limitation, the Customer's or the Authorised Person(s)' name, identification document number, address and, in the case of Authorised Person(s), specimen signature) for the purpose of enabling such Fund Manager to continue serving the Customer despite the termination for whatever reason of the Services contemplated in this Schedule VII or of the Integrated Account. The Bank does not assume any liability or responsibility to the Customer for such disclosure unless due to the negligence or wilful default of the Bank, its officers or employees and only to the the extent of direct and reasonably foreseeable loss and damage (if any) arising directly and solely therefrom.
12. The Customer warrants and declares that:-
 - (a) it is fully aware of the risks involved in investing in Collective Investment Schemes and of the contents of the up-to-date versions of the explanatory memorandum, annual reports and accounts in respect of the relevant Collective Investment Schemes prior to giving an Instruction;
 - (b) in respect of all and any dealing, it shall be deemed to have entered into the same on its own judgment and at its sole risk; and
 - (c) the provisions of paragraph 5.06 and 7.03(h) of Schedule VI to the Business Integrated Account Terms and Conditions shall apply as if incorporated (with necessary changes) herein.

SCHEDULE VIII

TERMS AND CONDITIONS FOR ISSUANCE OF DEMAND DRAFTS/CASHIER ORDERS

1. Upon issue, any demand draft and/or cashier order shall be sent to the Customer at the last address of the Customer registered by the Bank by registered post unless the Customer specifically requests to collect it by an Authorised Person. In each case, such demand draft and/or cashier order shall be sent at the Customer's cost and risk.

2. Any request for amendment, stop-payment, cancellation or refund of a demand draft or cashier order shall be at the entire discretion of the Bank and subject to such conditions as the Bank may prescribe.
3. The Bank shall not be under any obligation to notify any person upon receipt of a stop-payment request or notice of loss in respect of a demand draft or cashier order.
4. The Bank shall not be liable for any loss or damage due to any law, decree, regulation, control, restriction or other act of government or governmental agents of the country in which or in the Currency of which the demand draft is drawn.

SCHEDULE IX

TERMS AND CONDITIONS FOR ORDERING FOREIGN CURRENCY NOTES

1. In handling Instructions ordering foreign currency notes, the Bank shall be entitled to prescribe from time to time: -
 - (a) the available currencies;
 - (b) the minimum and maximum transaction amounts acceptable; and
 - (c) the denominations of currency notes to be provided by the Bank.
2. The Exchange Rate at which any Instruction shall be implemented shall be determined at the time when the relevant Transaction is actually effected. Any exchange rate which may have been quoted by the Bank or its representatives at any time for the purpose of such Transaction are for indication only.
3. The Customer or an Authorised Person may specify any Sub-account from which the Bank shall debit an amount of HKD equivalent to the amount of foreign currency requested in each Instruction, calculated at the Exchange Rate referred to in paragraph 2 above. In the absence of any specification, the Bank shall be entitled to debit any one or more of the current, savings and term deposit accounts of the Customer with the Bank in any currency.
4. The Bank shall be entitled to make the debit referred to in paragraph 3 above on the day on which it accepts the relevant Instruction.
5. The Customer may specify any particular branch of the Bank at which the exchanged currency notes shall be collected subject to the agreement of the Bank.
6. The Customer must collect, at its own risk, the exchanged currency notes by an Authorised Person at the designated branch within such period as the Bank may notify from time to time. The Bank shall be entitled to prescribe the manner and form of authorisation.
7. Prior to collecting the exchanged currency notes, the Authorised Person must produce to the satisfaction of the Bank such identification documents and other information as the Bank may require.
8. If the exchanged currency notes are not collected from the designated branch within the period referred to in paragraph 6 above, the Bank may (but shall not be obliged to) reverse the relevant Transaction by converting the exchanged currency notes to HKD at the prevailing Exchange Rate and crediting the Customer's account referred to in paragraph 3 above. The Customer shall be entitled to any gain and shall bear any loss (as the case may be) as a result of any fluctuation in exchange rates.
9. The Bank reserves the right not to provide to the Customer any currency notes ordered in any Instruction (notwithstanding that the Bank may have confirmed its acceptance of such Instruction) if such currency notes shall be unavailable to the Bank due to whatever causes beyond the reasonable control of the Bank.

SCHEDULE X

**TERMS AND CONDITIONS
FOR
HANG SENG MONTHLY INVESTMENT PLAN**

1. General

Hang Seng Monthly Investment Plan (the "Plan") is offered by the Bank to the Customer subject to the terms and conditions in this Schedule X as amended from time to time and the terms and conditions governing the Integrated Account (the "Principal Terms") from time to time. Unless otherwise specified, terms and expressions defined in the Principal Terms shall have the same meanings when used in this Schedule X. Where there is any inconsistency between the Principal Terms and this Schedule X, this Schedule X shall prevail insofar as the Plan is concerned.

2. Choice of Securities

- 2.01 The Customer may, through its Authorised Person(s), select for the Customer's Plan such Securities made available by the Bank from time to time for the purpose of the Plan subject to any minimum or maximum number or type of Securities which the Bank may prescribe and other provisions in this paragraph 2.
- 2.02 The Bank is entitled to specify any conditions concerning the composition of the Plan and the various portfolios comprised in the Plan including, without limitation, any minimum or maximum period for which a portfolio must be maintained.
- 2.03 Before selecting any securities for the Customer's Plan, the Customer is required to read the product materials in relation to the Plan and the relevant securities or type of securities published by the Bank. Further, before selecting any Collective Investment Schemes, the Customer is required to read the offering documents of the relevant Collective Investment Schemes published by the issuers of the Collective Investment Schemes.
- 2.04 The Bank reserves the right to refuse to purchase or subscribe for Securities on behalf of the Customer in relation to the Customer's Plan and/or to return to the Customer any Securities remaining in the Plan if to effect such purchase or subscription or to maintain the Plan may result in disproportionate costs or expenses or inefficient use of the Bank's resources in the opinion of the Bank.

3. Monthly Contributions and Investment

- 3.01 The Customer agrees to make contributions to the Customer's Plan at such regular intervals as agreed by the Bank from time to time. The Bank is entitled to prescribe from time to time any minimum or maximum amount (whether in respect of the Plan or any portfolio comprised in the Plan) of the initial contribution to be made by the Customer to the Plan and of each monthly contribution.
- 3.02 The initial contributions and all monthly contributions must be made in Hong Kong Dollars or any other currency as the Bank may agree by direct debit from an account (the "Payment Account") in the Customer's name with the Bank or any other bank in Hong Kong as the Bank may agree. No other payment method will be accepted except with the approval of the Bank.
- 3.03 The Bank and the Customer will agree on the date on which the initial contribution will be debited from the Payment Account and the month from which monthly contributions become payable in respect of the Plan or any portfolio comprised in the Plan. Nothing in this paragraph 3 shall affect the Bank's right to collect any initial contribution other than by direct debit as specified in paragraph 3.02.
- 3.04 The Payment Account will be debited for the monthly contributions on the same day of each month as the Bank may specify or the next Business Day if that day is not a Business Day (the "Payment Date") subject to the Bank's right to vary the Payment Date from time to time.

- 3.05 The Bank will use the monthly contributions paid by the Customer to purchase or subscribe for the Securities selected by the Customer for the Customer's Plan and, if applicable, in such proportion as the Customer may have specified to the Bank.
- 3.06 The Bank and the Customer will agree on the month from which the Bank will purchase or subscribe for the Securities selected by the Customer for the Customer's Plan on behalf of the Customer. The Bank will normally purchase or subscribe for Securities within five trading days after the Payment Date (the "Securities Purchase Date") subject to the receipt of the relevant monthly contribution by the Bank and subject further to the Bank's right to vary the Securities Purchase Date from time to time. No interest will be payable by the Bank on any monthly contribution for the period between the Payment Date and the Securities Purchase Date.
- 3.07 If there are insufficient available funds in the Payment Account to pay for the monthly contributions in full in respect of all the portfolios comprised in the Plan, the Bank shall have discretion whether or not to apply the available funds towards payment of monthly contributions and, if so, to apply them towards payment of the monthly contributions in respect of any one or more of the portfolios comprised in the Plan.
- 3.08 The Bank is entitled to combine the Customer's orders with orders of other persons (including other customers of the Bank) and, without having to make prior disclosure to the Customer, to retain any benefit arising from combining orders. Any Securities remaining after the Bank has allocated the Securities to satisfy all the orders will be retained by the Bank or its Nominee. The Bank may sell any such Securities as principal to the Customer in order to satisfy the Customer's order from time to time at the market opening ask price on the Securities Purchase Date on which the sale is effected.
- 3.09 Account Statements shall be supplied to the Customer at monthly intervals unless otherwise required or permitted by law.
- 3.10 The Customer is not allowed to transfer any Securities or other investments to the Customer's Plan other than the payment of monthly contributions in accordance with these Terms and Conditions.

4. Changing Contributions, Securities and Direct Debit Authorisation

- 4.01 The Customer may, through its Authorised Person(s), change the amount of monthly contributions in respect of the Customer's Plan or any portfolio comprised in the Plan, change the Securities selected by the Customer for the Plan or any portfolio comprised in the Plan and/or make any other changes as the Bank and the Customer may, through its Authorised Person(s), agree from time to time subject to:-
- (a) any restriction against change or any minimum or maximum amount or value applicable to any change or type of change prescribed by the Bank from time to time;
 - (b) the Customer, through its Authorised Person(s), giving prior notice of such period specified by the Bank from time to time;
 - (c) the Customer maintaining a valid direct debit authorisation to enable the relevant change to become effective; and
 - (d) the Customer submitting such form or following such other procedures or requirements prescribed by the Bank from time to time.
- 4.02 The Customer must notify the Bank immediately if there is any change in the direct debit authorisation.

5. Dividends and Reinvestment

The Customer authorises the Bank either to pay to the Customer any dividend or distribution received by the Bank in relation to any Securities comprised in the Customer's Plan or to reinvest it in the Customer's Plan by purchasing or subscribing for such further securities as the Bank may decide. For the avoidance of doubt, the Bank shall be entitled to handle and dispose of dividends and distributions arising from different types of Securities under the Customer's Plan in different ways in accordance with this Clause.

6. Redemption, Switching and Other Disposal

- 6.01 The Customer may, through its Authorised Person(s), instruct the Bank to effect any redemption and/or switching of interests in Collective Investment Schemes comprised in the Customer's Plan subject to such minimum or maximum amount prescribed by the Bank from time to time including, without limitation, any amount in respect of the value of the interests redeemed or switched or the value of the interests remaining in the Customer's Plan after redemption or switching.
- 6.02 The Customer may, through its Authorised Person(s), instruct the Bank to sell or dispose of any Securities (other than interests in collective investment schemes) comprised in the Customer's Plan subject to such restrictions, procedures, fees and charges and/or other requirements specified by the Bank from time to time.

7. Refund of Monthly Contribution

- 7.01 Unless otherwise specified by the Bank, the Bank will use each monthly contribution to purchase or subscribe for securities (other than interests in Collective Investment Schemes) on behalf of the Customer up to the nearest whole number. Any amount of a monthly contribution remaining after purchasing or subscribing for such securities on behalf of the Customer will be refunded (without interest) to the Customer in accordance with paragraph 7.03.
- 7.02 Where the Bank is unable to purchase or subscribe for Securities to satisfy the Customer's order in full due to market conditions or other reasons, the Bank shall have the right to effect the relevant purchase or subscription later. The Bank reserves the right to refund the relevant monthly contribution to the Customer (without interest) in accordance with paragraph 7.03.
- 7.03 Any refund will usually be made by the Bank within 5 trading days after the relevant Securities Purchase Date subject to the Bank's right to vary the refund date from time to time. The Bank is not under any duty to make a refund by crediting any account of the Customer other than an account maintained by the Customer with the Bank or The Hongkong and Shanghai Banking Corporation Limited.

8. Fees and Charges

- 8.01 Fees and charges (including, without limitation, stamp duty and levy payable for the purchase or subscription of Securities, custodian, service, handling and/or administrative fees and charges) shall be charged in accordance with the schedule of fees and charges applicable to the Plan and as amended from time to time at the Bank's discretion. In the event of any increase in fees or charges applicable to the Plan, the Customer will be given reasonable prior notice.
- 8.02 The Bank is authorised to deduct any fees and charges payable by the Customer from any monthly contribution or other moneys which may be owing by the Bank to the Customer.

9. Termination of the Plan

- 9.01 The Customer, through its Authorised Person(s), or the Bank may terminate the Customer's Plan at any time by giving to the other prior notice of such period specified by the Bank from time to time.
- 9.02 The Bank shall be entitled to terminate the Customer's Plan at any time if:-
- (a) the Customer fails to make two or more consecutive monthly contributions;
 - (b) the direct debit authorisation for the purpose of the Customer's Plan is cancelled or becomes ineffective for whatever reason;
 - (c) the Customer's Securities Account is suspended or closed for whatever reason; or
 - (d) no Securities remain in the Customer's Plan as a result of the Bank exercising its right under paragraph 2.04.
- 9.03 The Bank reserves the right to charge handling and/or administrative fees in connection with the termination of the Customer's Plan.

9.04 Upon termination of the Customer's Plan for whatever reason, any Securities comprised in the Customer's Plan as at the date of termination will remain in one or more of the securities accounts maintained by the Customer with the Bank at the disposal of the Customer subject to the terms and conditions governing such securities accounts from time to time and payment of fees and charges prescribed by the Bank in connection with such securities accounts. The Bank is entitled to deduct any such fees and charges from any account maintained by the Customer with the Bank.

10. Notice

Notice in relation to the Customer's Plan or these Terms and Conditions shall be given by the Customer and the Bank to each other in such manner specified by the Bank from time to time.

SCHEDULE XI

TERMS AND CONDITIONS FOR AUTOSWEEPING SERVICE

This Schedule XI applies to all Integrated Account until the relevant Customers have informed the Bank that they do not wish to use the AutoSweeping Service.

1. Definitions

In this Schedule XI, unless the context otherwise requires:-

"AutoSweeping Service" means the automatic fund transfer to be provided by the Bank to the Customer in accordance with these Terms and Conditions;

"Current Account" means the Hong Kong Dollar Current Account comprised in the Integrated Account of the Customer;

"Cut-off Time" means such time of the day designated by the Bank from time to time in order to determine the Debit Balance;

"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;

"Prescribed Sum" means a sum equivalent to the aggregate of:-

- (a) such fixed sum for the purpose of repaying the Debit Balance in full (Fixed Sum); and
- (b) such additional sum

as prescribed by the Bank from time to time in its absolute discretion;

"Savings Account" means the Hong Kong Dollar Savings Account comprised in the Integrated Account of the Customer; and

"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.

2. The AutoSweeping Service

- 2.01 The Bank shall determine the Debit Balance at the Cut-off Time on every Business Day. If the Debit Balance does not exceed the Fixed Sum and:-
- (a) at the Transfer Time on the next Business Day, the amount of available cleared funds in the Savings Account reaches or exceeds the Prescribed Sum, then the Bank shall (at the Transfer Time on the next Business Day) automatically transfer the Prescribed Sum from the Savings Account to the Current Account; or
 - (b) at the Transfer Time on the next Business Day, the amount of available cleared funds in the Savings Account reaches or exceeds the Debit Balance but does not reach or exceed the Prescribed Sum, then the Bank shall (at the Transfer time on the next Business Day) automatically transfer an amount equivalent to the Debit Balance from the Savings Account to the Current Account.
- 2.02 For the avoidance of doubt, if any one of the conditions set out in paragraph 2.01(a) or (b) above is not fulfilled, the Bank shall not effect the transfer pursuant to paragraph 2.01 above.
- 2.03 Notwithstanding the automatic transfer effected by the Bank pursuant to paragraph 2.01 above, interest shall accrue on the Debit Balance from the date the Current Account was overdrawn to the date of full repayment thereof at the same rate(s) as applicable to the OD Protection and/or any unauthorised overdraft (as the case may be).

3. Customer's Responsibility

The Customer acknowledges and agrees that it is its duty from time to time to 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 and/or discharged taking into account of any automatic transfers which may be effected by the Bank from time to time pursuant to the AutoSweeping Service.

4. Exclusion of Liability

The Bank shall not assume any liability or responsibility to the Customer or any third party for checking or matching any applicable instructions, obligations and 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 AutoSweeping Service including any loss or damage suffered by the Customer or any third party resulting from the lack or insufficiency of funds in the Savings Account to meet and/or discharge any applicable instructions, obligations or liabilities on the Savings Account.

SCHEDULE XII

TERMS AND CONDITIONS FOR SET-UP OF DIRECT DEBIT AUTHORISATION

1. The Customer may give Instruction to the Bank from time to time instructing the Bank to set up the direct debit authorisation for effecting transfers from the Customer's account to that of the designated beneficiary(ies) in accordance with such instructions as the Bank may receive from the designated beneficiary(ies) and/or its bankers from time to time provided always that the amount of any one such transfer shall not exceed the limit as specified by the Customer.
2. The Customer agrees that the Bank shall not be obliged to ascertain whether or not notice of any such transfer has been given to the Customer.
3. The Customer shall assume full responsibility for any overdraft (or increase in existing overdraft) on the Customer's account which may arise as a result of any such transfer(s).

4. The Customer agrees that should there be insufficient funds in the Customer's account to meet any transfer effected under the direct debit authorisation, the Bank shall be entitled in its discretion, not to effect such transfer in which event the Bank may make the usual charge and that it may cancel the direct debit authorisation at any time.
5. The direct debit authorisation shall have effect until further notice or until the prescribed expiry date.
6. The Customer agrees that any notice of cancellation or variation of the direct debit authorisation which the Customer may give to the Bank shall be given at least three working days prior to the date on which such cancellation/variation is to take effect.
7. The Customer agrees that the Bank may delete the direct debit authorisation without giving any notice if there is no transfer effected under the relevant direct debit authorisation for over two years.
8. The Customer agrees to specify clearly the information and particulars which the Bank may require for the set-up of the direct debit authorisation.

SCHEDULE XIII

TERMS AND CONDITIONS FOR PAYROLL SERVICES

1. autoPay Services

1.01 The Bank agrees, at the request of the customer

- (a) to accept and act upon instructions from the Customer by way of paper list completed on the Bank's computer stationery or in the form of machine readable input (e.g. magnetic tapes, diskettes, etc) and/or electronic files which have been prepared by the Customer for direct input or by way of on-line transmission via either Hang Seng HSBCnet Services or the Bank's approved services or channels. ("Input");
 - (i) to process the Customer's payroll; and/or
 - (ii) to effect payments from the Customer's account(s) and/or to debit or arrange the debiting of accounts with amounts which the Customer advises are due to the Customer and to transfer such amounts to the Customer's account(s) through the autoPay system (collectively the "AutoPay Services");
- (b) to provide the Customer with such software package (the "Package") by way of tapes, diskettes or other means containing a software programme including any revisions, supplements or replacements thereto to facilitate:
 - (i) the Customer's submission of the Input and/or other information (collectively the "Information"); and/or
 - (ii) the Customer's preparation of the Information.
 - (iii) the Customer's preparation of the Employer's return of Remuneration and Pensions (the "Return") to be filed with the Inland Revenue Department.

1.02 The Customer hereby acknowledges, accepts, agrees and undertakes as follows:

- (a) The Package, the programme contained therein and any rights relating thereto is and shall remain at all times the sole property of the Bank and the Customer shall:
 - (i) acquire no title or any rights whatsoever in relation to the Package except that the Customer may use the Package as expressly provided herein;
 - (ii) keep the Package safe in the Customer's custody and restrict access to those of the Customer's officers or employees who need to use it and shall comply with this paragraph 1;
 - (iii) not allow the Package (or any part thereof) to be used without the permission of the Bank for any purpose other than the preparation of Information or in any place other than the HK SAR;
 - (iv) not allow the Package (or any part thereof) to be copied, reproduced, amended, modified, reverse assembled, reverse compiled or disclosed to any unauthorised person in any manner without the consent of the Bank;
 - (v) use the Package only in accordance with any manuals or guides issued by the Bank in relation to the Package and adopt up-dates, revisions, supplements and replacements as and when provided by the Bank;
 - (vi) return the Package (and any reproductions or copies thereof) to the Bank unconditionally and immediately on the request of the Bank;
 - (vii) report any damage to or loss, theft or unauthorised access to or use of the Package (or any part thereof) to the Bank immediately.
 - (viii) acknowledge that the Package (or any part thereof) are provided to the Customer "as is" without warranty or representation of any kind, express or implied. In particular, no warranty or representation regarding non-infringement, security, accuracy, fitness for a particular purpose or freedom from computer virus, Trojan horses, worms, software bombs or similar items is given in conjunction with the Package (or any part thereof).
 - (ix) agree to be bound by the terms and conditions of any end-user license agreement governing any part of the Package.
- (b) The autoPay Services are numerically based systems and the Bank shall be under no obligation to check that the name of any account holder/beneficiary (as provided in the Information) is identical to the name of any account holder according to its records and confirms that a transfer to or from (as the case may be) an account having the same number as that given in the Information shall constitute good and complete compliance by the Bank with the Information.
- (c) The Customer is solely responsible for the accuracy of any Information and the Bank shall be under no obligation to check or verify the same.
- (ci) The Customer hereby requests the Bank to provide to the payee information of payment and invoice details input by the Customer (the "Hang Seng autoPay Service"). The Customer undertakes to inform the payee that the Bank will provide such information to the payee subsequent to its receipt of the same from the Customer. [The Bank has the discretion to determine whether to provide the "Hang Seng autoPay Service".] The Customer acknowledges that the Customer is solely responsible for the accuracy of any such information. The Bank who act on behalf of the Customer to provide such information shall under no obligation to check or verify the same and shall not be liable for any losses or damages arising from any inaccuracies or omissions of such information. The Customer agrees to indemnify the Bank any losses or damages arising from the Bank accepting and acting upon the Customer's request.
- (d) The Customer understands that in case of change of its details (e.g. correspondence address and/or recipient/ addressees etc), the Customer has to advise the Automatic Payments Center of the Bank separately.
- (e) The Customer is responsible for ensuring the security of its own computing and communication equipment in accordance with good computer practice and the Bank accepts no responsibility or liability therefor.

- (f) Whilst the Bank has, at the date of delivery of the Package, obtained approval from the Inland Revenue Department (the "IRD") to the Package as a format for submitting Returns in computerised format:
- (i) the Bank assumes no responsibility whatsoever in relation to any refusal by the IRD after such date to accept for any reason Returns prepared with the Package; and
 - (ii) following changes to any applicable legislation which would require amendments to the Package, the Bank will use its best endeavours to revise the Package and secure approval from the IRD in a reasonable time to provide the Customer with a revised Package so that the Customer can complete its Returns, the Bank will accept no responsibility or liability for the continued use by the Customer of the Package meanwhile or for any loss or damage to the Customer as a result of any delay in delivery to the Customer of a revised Package including any failure by the Customer to submit his Returns; and
 - (iii) the Customer remains responsible at all times for preparing and submitting its Returns and no responsibility whatsoever is assumed by the Bank in this regard.
- (g) The Customer warrants and represents to the Bank that any Information will be virus-free and accepts that the Bank shall have no responsibility or liability for any delay or inability to process the Information as a result of any virus.
- (h) The Bank shall act on any Information on the value date specified but shall not be liable for any loss, damage or expense or consequential loss, damage or expense suffered by the Customer by virtue of any delay in acting on any Information or for any inability to act as a result of any Information being unclear or incomplete or the Customer having failed to submit the Information by the cut-off time specified by the Bank from time to time. If the value date falls on a non-clearing day, the next clearing day will be treated as the value date.
- (i) The Bank will action any Information before opening of business on the value date specified in the Information. The Bank is not obliged to but may act on any Information if, at that time, any credit balance standing to the account to be debited is insufficient or if the overdraft created or increased by any payment will exceed the amount acceptable to the Bank. The Bank is not responsible or liable for any delay or refusal to act on any Information in such circumstances and the Customer is liable for any resulting overdraft or amount owed to the Bank as a result of the Bank acting on any Information in such circumstances.
- (j) The Bank shall not be obliged to accept any cancellation or variation of any Information after the value date specified or if it considers it has insufficient time to act.
- (k) The Customer represents and warrants that all necessary arrangements have been made in respect of any autoPay collections and that the Bank may admit, compromise or reject any claim made against the Bank by any account holder whose account is debited as a result of any collection and may debit the Customer's account(s) with the Bank with the amount of any claim admitted or compromised as the Bank shall in its discretion decide.
- (l) The Customer represents and warrants that the Customer has obtained all necessary consents from its employees for any transfer or release of personal data to the Bank in order for the Bank to provide the autoPay Services.
- (m) The Customer shall hold the Bank harmless and indemnified against any actions, proceedings, liabilities, claims, losses, damages, costs and expenses howsoever arising directly or indirectly out of or in connection with the Bank accepting and acting upon the Information or with any breach by the Customer of any term, representation or warranty herein or in any terms and conditions applicable to the services referred to in paragraph (n) below.
- (n) The terms and conditions herein are without prejudice and in addition to any terms and conditions contained in any other documents which the Customer has entered into or will be entering into regarding the autoPay Services, the Package and/or the Bank's Hang Seng HSBCnet Services. The Customer understands that in case of transmission of the Information via EZ-Pay, EZ-Pay e-Gateway, EZ-Pay Online or EZ-Pay Online Gateway or other Bank's approved services or channels, the Customer must subscribe for the relevant services on the terms and conditions applicable thereto but that all the terms and conditions herein apply accordingly.
- (o) The Customer hereby authorises the Bank to debit its account with any charges in respect of the autoPay Services in accordance with the rates published by the Bank from time to time.

- (p) The Bank may terminate any of the autoPay Services at any time by 7 days prior notice in writing to the Customer and that the Bank may withdraw at any time any of the autoPay Services or the Package or part thereof or any of the Bank's approved services or channels. If the autoPay Services are not used for over one year, the Bank may delete records on file without notice to the Customer.

For EZ-Pay e-Gateway, EZ-Pay Online and EZ-Pay Online Gateway: The Customer acknowledges that EZ-Pay e-Gateway, EZ-Pay Online and EZ-Pay Online Gateway ("The EZ-Pay Internet Services") are not provided by the Bank and the Bank would not be able to verify the identity or authority of the person giving such Information or the authenticity of such Information transmitted via the EZ-Pay Internet Services. The Customer agrees that the Bank may act on the Information reasonably believed by the Bank to have been transmitted via the EZ-Pay Internet Services. The Customer shall be fully liable and responsible for all consequences arising from or in connection with the use of the EZ-Pay Internet Services for the transmission of Information to the Bank.

- (q) The Bank may revise these terms and conditions at any time by giving a notice for a reasonable period to the Customer (which may be given by display, advertisement or any other means as the Bank shall think fit) and shall be binding on the Customer if the Customer continues to use the autoPay Services.
- (r) The Customer agrees that the Authorised Person(s) is/are authorised to give the Bank instructions on the Customer's behalf for the implementation of the autoPay Services.

SCHEDULE XIV

TERMS AND CONDITIONS FOR CURRENCY SWITCHING SERVICE

1. Currency Switching Service

1.1 The Bank is hereby appointed and authorised to provide to the Customer the following Currency Switching Service subject to these Terms and Conditions (the "Currency Switching Service") but reserves the right to refuse to do so if, in its opinion, there are grounds for such refusal:

- (a) to debit any and all available credit balance in the Hong Kong Dollars Savings Account, the Foreign Currency Savings Account and/or the Hong Kong Dollar Current Account maintained by the Customer under the Integrated Account (whether denominated in Hong Kong dollar or any other currency and whether denominated in one or more currencies) determined in accordance with Clause 2.5(the "Available Balance") at the intervals elected by the Customer;
- (b) to apply any and all Available Balance debited to the purchasing of the currencies elected by the Customer subject to the Exchange Rate Criteria elected by the Customer; and
- (c) to credit any and all amount of each purchased currency to any account maintained by the Customer under the Integrated Account in the relevant currency denomination in each case without further notice to or consent from the Customer.

- 1.2 Notwithstanding any provisions to the contrary in these Terms and Conditions, 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 purchased by the Customer;
 - (b) any minimum and maximum amount which the Customer may elect to debit pursuant to the Currency Switching Service;
 - (c) the timing and frequencies at which debits may be made pursuant to election by the Customer;
 - (d) the criteria determining the availability and amount of Available Balance (the "Amount Criteria") which the Customer may elect;
 - (e) the criteria determining whether actual debits shall 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 Amount Criteria elected by the Customer to the relevant account to determine the Available Balance;
 - (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 debit shall be made to effect a purchase; and
 - (h) any minimum or maximum number of debit instructions which the Customer may set up under the Currency Switching Service, whether by reference to an account, a currency or any other criteria.
- 1.3 The Bank reserves the right not to act on any debit instruction of the Customer if:
- (a) an overdraft will arise in the relevant account after debiting the amount of Available Balance determined in accordance with Clause 2.5 due to any decrease in the credit balance in the account after determining the amount of Available Balance; or
 - (b) there are any irregularities concerning the relevant account, any contradictory or unclear instructions being given or other technical or operational reasons not to act on the debit instruction.

2. Amount Criteria and Exchange Rate Criteria

- 2.1 The Bank may prescribe Amount Criteria and Exchange Rate Criteria by reference to such factors and/or standards and/or a combination of factors and standards at its discretion.
- 2.2 The Customer shall elect his Amount Criteria and Exchange Rate Criteria and notify the Bank of his election in such manner as the Bank may require from time to time.
- 2.3 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 Amount Criteria or Exchange Rate Criteria elected by the Customer and/or to cancel any debit instruction or suspend it for a specified period. Any instruction received by the Bank pursuant to this Clause shall not be effective until after the Bank has been given reasonable time to process it.
- 2.4 Subject to the agreement of the Bank, the Customer may elect a fixed debit amount or a variable debit amount. By electing a fixed debit amount, no debit shall be made by the Bank for the Customer unless the Available Balance elected by the Customer to be debited is available in full after the Amount Criteria are satisfied at the time the Bank applies the Amount Criteria to the relevant account. By electing a variable debit amount, the Bank shall debit any and all of the Available Balance after the Amount Criteria are satisfied at the time the Bank applies the Amount Criteria to the relevant account.
- 2.5 Whether there is any Available Balance in the relevant account and the amount of each Available Balance to be debited shall be determined by the Bank at the time the Bank applies the Amount Criteria elected by the Customer to the account against the day-end balance in the account on the previous Business Day as reflected in the Bank's records. Subject to Clause 1.3(a), the availability and amount of each Available Balance shall not be affected by any variation in the credit balance in the account which may occur before or after such application. The Bank shall not be under any obligation to ensure that the credit balance in the relevant account after making the debit exceeds any amount.

- 2.6 If the day on which the Bank is;
- (a) to apply the Exchange Rate Criteria to determine whether any debit and purchase shall be made; or
 - (b) to make any debit or purchase

is not a Business Day, the Bank shall perform the relevant action on the next Business Day except that the Bank shall perform the relevant action on the previous Business Day if the next Business Day falls into the next month.

3. Transactions

- 3.1 The Bank shall 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 shall 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 shall 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.
- 3.2 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 Currency 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 shall 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.

4. Fees

The Bank reserves the right to charge fees in relation to the use and/or termination of the Currency Switching Service and to revise such fees which shall become effective subject to the Bank's notice to the Customer. The Bank shall determine and notify the Customer of the rate of any fee from time to time which shall be binding on the Customer if the Customer continues to maintain or use the Currency 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.

5. Liability and Indemnity

- 5.1 The Bank shall not be liable for losses of any kind which may be incurred by the Customer as a result of the provision of the Currency Switching Service by the Bank in accordance with the Customer's instructions nor in any other case unless due to the negligence or wilful default of the Bank or its officers or employees and only to the extent of direct and reasonable foreseeable loss.
- 5.2 The Customer shall indemnify the Bank, its officers and employees against all claims, liabilities, damages and losses of any kind which may be incurred by any of them, all actions or proceedings which may be brought by or against any of them and all costs and expenses of any kind reasonably incurred by any of them in connection with the provision of the Currency Switching Service and/or as a result of any default by the Customer unless due to the negligence or wilful default of the Bank or its officers or employees and only to the extent of direct and reasonably foreseeable loss and damage and this indemnity shall continue despite the termination of the Currency Switching Service and/or these Terms and Conditions.

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 Currency Switching Service which shall become effective subject to the Bank's notice to the Customer.
- 6.2 The Bank may, at any time, without giving notice or reasons suspend or terminate the Currency Switching Service or its use by the Customer.

SCHEDULE XV

TERMS AND CONDITIONS FOR DEPOSIT CARD

1. The following terms and expressions used in these Terms and Conditions shall have the meaning ascribed to them as stated below.

“ATM”	Automated Teller Machines
“Cardholder”	Any person designated or authorised by the Customer to use the Deposit Card
“Customer’s account”	Any account of the Customer that may be operated through the Deposit Card
“Deposit Card”	Any card issued by the Bank to the Customer which may be used to effect deposit transactions whether at ATMs or otherwise and such other transactions as the Bank may from time to time designate.
2. The Deposit Card is and will be at all times, the property of the Bank. The Bank reserves the right to withdraw, at its discretion, the Deposit Card and/or to add to, delete from or vary the scope of any of the services thereby offered at any time with or without notice.
3. Subject to the provisions of paragraph 4, the Customer will be responsible for all transactions effected through the use of the Deposit Card, whether authorised by the Customer or not and whether effected by the Cardholder or not.
4. The loss or theft of the Deposit 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 through the use of the Deposit Card until such notification. The Bank will debit the Customer’s account with any cost incurred in issuing a replacement Deposit Card.
5. Cash and/or cheques deposited with any ATM by use of the Card will only be credited to the Customer’s account after verification by the Bank. The statement issued by the ATM at the time of deposit only represents what the Cardholder purports to have deposited and will not be binding on the Bank. Cheques will be accepted for collection only and the proceeds will not be available until they have been cleared.
6. The Bank will not be liable for any failure to provide any service or to perform any obligation hereunder where such failure is attributable (whether directly or indirectly) to any dispute or other circumstances beyond its control. The Bank will not be liable for any consequential or indirect damages arising from or related to the use of the Deposit Card.
7. The Customer’s account will be debited with such charges as the Bank may from time to time consider reasonable in respect of the Deposit Card provided that prior notice of such charges is given to the Customer.
8. Use of the Deposit Card after the date upon which any change to these Terms and Conditions is to have effect (as specified in the Bank’s notice) will constitute acceptance without reservation by the Customer of such change. If the Customer does not accept any proposed change, the Deposit Card must be returned to the Bank prior to the date upon which such change is to have effect.
9. The Customer shall maintain a record of the name and identification particulars of the Cardholder of each Deposit Card issued to the Customer and shall 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 Terms and Conditions to the extent applicable as if each of them were the Customer.

SCHEDULE XVI

TERMS AND CONDITIONS FOR REMITTANCE SERVICES

1. The Bank shall not be liable for any loss or damage due to omission or delay in sending any message relating to this transfer or in payment or in giving advice of payment; loss of items or any message or signals in transit or transmission or otherwise, mutilation, error, omission, interruption or delay in transmission or delivery of any item, message, signals, letter, telegram or cable, or the actions of omission of our correspondents, sub-agent, other agency or any other party involved in The Clearing House Automated Transfer System (if applicable), or declared or undeclared war; censor-ship; blockade; insurrection; civil commotion; or any law, decree, regulation, control, restriction or other act of a domestic or of foreign government or other group or groups exercising governmental powers, whether de jure or de facto, or breakdown or mal-function in or of any computer, mechanical or electronic instruments, apparatus or device, or any act or event beyond the Bank's control.
2. The Customer shall be solely responsible for the accuracy and completeness of all information provided and that the Bank shall not be responsible for checking or verifying the same and the Bank shall not be liable for any losses or damages caused by any inaccuracies, omissions or incompleteness of any information provided by the Customer.
3. The Bank is at liberty to send any message in relation to this application in explicit language, code, cipher or any form of electronic transmission signals and the Bank is not to be liable for any losses caused by or any errors, neglects, or defaults of any correspondents, sub-agent, or other agency.
4. The Customer shall have no right to cancel, amend or revoke this application or any terms thereof without the written consent of the Bank.
5. The Bank is entitled to reimbursement from the Customer for the expenses incurred by the Bank, its correspondents and agents. Additional overseas charges (including charges levied by the beneficiary bank and/or correspondent banks) may be imposed by some overseas banks. These charges may be deducted from the remit amount depending on the practice of such banks and the beneficiary may as a result not be able to receive the remit amount in full, regardless of the payment instructions provided.
6. The Bank is entitled to receive and retain any benefit in whatever form from a party or parties through whom transaction(s) is/are effected in connection with this application.
7. The customer (and, where applicable, for and on behalf of each of the directors, authorized persons, officers, representatives and members (or partners in the case of a partnership) of the customer (collectively "such individuals")) agrees and acknowledges that the customer's data, the personal data of such individuals and all other details and information relating to this application, this transfer and any transactions or dealings between the customer or such individuals with the Bank may be used, held or processed by the Bank or, where the Bank considers necessary or appropriate, disclosed, transferred (whether within or outside Hong Kong) or exchanged by the Bank to or with any members of the HSBC group, any third party service providers, any correspondent or agent banks or third party financial institutions, any payees or authorities for the purpose of or in connection with this application, this transfer or the provision of remittance services to the customer or for such purposes and to such persons in accordance with the Bank's policies on use and disclosure of personal data as set out in statements, circulars, notices or terms and conditions made available by the Bank to customers and other individuals from time to time.
8. The Bank reserves the right to determine effecting the transfer either by Clearing House Automated Transfer System (CHATS) (if the Beneficiary Bank is a registered Direct Participant of the local clearing in HKSAR) or by telegraphic transfer.
9. For all remittances of euro to European Union (EU) and European Economic Area (EEA), the Customer must provide the beneficiary bank's SWIFT code (BIC) AND the beneficiary's account number in International Bank Account Number (IBAN) format. If this information is not given or is invalid or incorrect, the telegraphic transfer is liable to be rejected, returned and/ or delayed, usually with charges imposed. The Bank accepts no responsibility for any loss or damage suffered by any person arising out of such rejection, return and/or delay.

10. If the remittance is in Renminbi or within the ambit of any of the Bank's agreement with the clearing bank or domestic agent bank in relation to any Renminbi services, the Customer represents, warrants, undertakes and/or agrees that:
- (a) the remittance fully complies with any law, regulation or order, or any rule, direction, guideline, code, notice, restriction or the likes (whether or not having the force of law) issued by any regulatory authority, government agency, clearing or settlement bank or body exchange or professional body in whatever part of the world (including, without limitation, HKSAR and the People's Republic of China) applicable from time to time (collectively the "Applicable Regulations") (including without limitation any requirements relating to the purposes and eligibility of such remittance);
 - (b) notwithstanding any other clauses stated in these terms and conditions for remittance services or otherwise, (i) the Bank reserves the right to introduce additional terms and conditions applicable to remittance services in order to comply with any Applicable Regulations without prior notice (except as may be otherwise required in the Applicable Regulations) and without giving any reasons; and (ii) the Bank shall have the right to refuse or at any time decline any remittance or revert any remittance of any sum that has been effected from the account stated in this application from which the remit amount is debited without prior notice (except as may be otherwise required in the Applicable Regulations) and without giving any reasons;
 - (c) it shall provide the Bank with any documents as the Bank may require; and
 - (d) Renminbi is subject to exchange rate risk. Fluctuation in the exchange rate of Renminbi may result in losses in the event that Renminbi is subsequently converted into another currency (including Hong Kong Dollars). Exchange controls imposed by the relevant authorities may also adversely affect the applicable exchange rate. Renminbi is currently not freely convertible and conversion of Renminbi through banks in Hong Kong, like other Renminbi services provided by banks in Hong Kong, are subject to certain policy, regulatory requirements and/or restrictions (which are subject to changes from time to time without notice).
11. Applications received by the Bank by the relevant cutoff times as stipulated by the Bank from time to time (the "**Cut-off Times**") may not be processed on the same day. Also, processing of the applications will be subject to the availability of the relevant services including (but not limited to) the availability of the clearing system of the currency and country of the correspondent and/or destination banks. The remit amount will normally (provided that it is processed by the Bank on the same day) reach the correspondent bank on the debit date as provided in this application (the "Value Date") if this application is received by the Bank before the Cut-off Times. If this application is received by the Bank after the Cut-off Times, the Value Date of the remit amount will normally be the next business day. The Cut-off Times will vary depending on a number of factors including the currency for the remitted sum to be denominated as requested by the Customer, the geographical location of the destination of the remittance and/or the funding arrangement requirements of the settlement banks. The Bank reserves the right to vary the Cut-off Times at any time without prior notice. In case of any disputes, the decision of the Bank shall be final. The Cut-off Times of different remit currencies can be found at the Bank's website at www.hangseng.com.
12. The Bank will debit the remit amount from the account designated by the Customer and agreed by the Bank ("Debit Account") on the debit date provided in this application, provided that all relevant information for this application has been received by the Bank before the Cut-off Times of the relevant business date. If all relevant information for this application has only been received by the Bank after the Cutoff Times of the relevant business date, the Bank will debit the remit amount from the Debit Account on the next business day of the Bank. Due to any limitation that the debit account has to be debited before the value date, the Bank will not be responsible for any interest expense or loss as a result.
13. If the debit currency is different from the remit currency, the Bank shall effect a currency exchange transaction at the Bank's prevailing exchange rate at or about the time the remittance application is processed by the Bank on the debit date, unless a currency exchange rate has been pre-arranged and agreed between the Customer and the Bank for a remittance application, in which case the currency exchange transaction will be effected at such rate.

14. Without prejudice to any provisions in these terms and conditions for remittance services, the Bank reserves the right not to accept or otherwise reject any remittance application with or without giving any reason. The Bank further reserves the right to delay or not to process any remittance application with or without notice for any reason, including but not limited to:

a) if the Bank is of the opinion that:

- (i) the relevant information is not complete or has not been accurately or properly provided or is not sufficiently clear;
- (ii) there are not sufficient available funds in the Debit Account; or
- (iii) the processing of the remittance application may breach any applicable laws or regulations; or

b) for security reasons (including but not limited to where the fraud prevention or risk control measures or procedures of the Bank which the Bank deems appropriate to adopt cannot be completed, fulfilled or satisfied).

The Bank shall not be liable for any loss or damage incurred or suffered by any person caused by any non-acceptance, rejection, delay or non-processing of any remittance application for any reason.

15. This application is subject to the charges and at the rates published by the Bank from time to time. For the latest service charges of the Bank, please refer to the Bank's fee and charges table, which can be found at the Bank's website at www.hangseng.com.

SCHEDULE XVII

TERMS AND CONDITIONS FOR DEMAND DRAFT AND CASHIER'S ORDER

1. Any draft ("Draft") is issued subject to the condition that the Bank shall not be liable for any loss or damage due to any law, decree, regulation, control, restriction or other act of government or governmental agents of the country in which or in the currency of which the draft is drawn.
2. The Bank reserves the absolute discretion not to allow any amendment, stop payment, cancellation or refund of the Draft unless such application is made by the applicant for the issuance of the Draft in person upon production of his/her proper identification satisfactory to the Bank together with the original of this Receipt and the original of the Draft.
3. In the event of loss of the Draft claimed, the Bank reserves the absolute discretion not to accept any request for stop payment and/or cancellation of the Draft unless subject to such terms and conditions as the Bank may in its absolute discretion determine including but not limited to the making of the application by the applicant for the issuance of the Draft in person and his/her production of his/her proper identification together with such evidence and/or documents (including reporting of loss to the proper authority) reasonably requested by the Bank and the giving of such indemnity and security as the Bank may in its absolute discretion determine.
4. The Bank reserves the right to levy service charges on the issuance or reported loss of the draft.
5. The Bank shall not be under any obligation to notify any person upon receipt of stop-payment request or notice of loss in respect of the Draft.

SCHEDULE XVIII

TERMS AND CONDITIONS FOR E-CHEQUE SERVICES

The provisions in this Schedule XVIII apply to the Bank's services relating to e-Cheques. This Schedule XVIII supplements and forms part of the Business Integrated Account Terms and Conditions. The provisions of the Business Integrated Account Terms and Conditions which apply to paper cheques or generally to the Bank's services continue to apply to e-Cheques and the Bank's e-Cheque Services to the extent that they are relevant and not inconsistent with the provisions in this Schedule XVIII. The provisions of this Schedule XVIII prevail if there is any inconsistency between them and the other provisions of the Business Integrated Account Terms and Conditions with respect to the e-Cheque Services.

1. Definitions

In this Schedule XVIII, unless the context otherwise requires:-

"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-Cheque Services and, where the context permits, includes any person authorized by the Customer to sign e-Cheques on behalf of the Customer from time to time.

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

“e-certificate” means a certificate recognized by the Clearing House from time to time for the purpose of issuing e-Cheques that is issued by a certification authority acceptable to the Bank.

“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), and this term may be amended from time to time in accordance with the e-Cheque Drop Box Terms. e-Cheques may be issued in Hong Kong dollars, US dollars and Renminbi.

“e-Cheque Drop Box” or “e-Cheque Drop Box Service” means an electronic drop box provided by the Clearing House that accepts presentment of e-Cheques in respect of which an e-Cheque Drop Box user must register an e-Cheque Drop Box Account with the Clearing House before presenting e-Cheques to a Payee Bank Account, as this term may be amended from time to time in accordance with the e-Cheque Drop Box Terms.

“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 from time to time in accordance with the e-Cheque Drop Box Terms.

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

“Industry Rules and Procedures” means the rules and operating procedures governing the handling of e-Cheques developed and/or 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-Cheque 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.

“Payer Bank” means the bank which digitally signed an e-Cheque created by its customer, as this term may be amended from time to time in accordance with the e-Cheque Drop Box Terms.

2. Nature and scope of e-Cheque Services

- 2.01 The Bank may provide e-Cheque Services at its discretion. If the Bank provides e-Cheque Services to the Customer, the Customer may issue e-Cheques and deposit e-Cheques. In order to use the e-Cheque 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.
- 2.02 e-Cheque Issuance Services allow the Customer to issue e-Cheques drawn on the Bank, in accordance with Clause 3 below.
- 2.03 e-Cheque Deposit Services allow the Customer and other persons to present e-Cheques (whether payable to the Customer and/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 Bank's Deposit Channels, in accordance with Clause 4 below.
- 2.04 The Bank may provide e-Cheque Services relating to e-Cheques that are issued in any currency specified by the Bank from time to time, including Hong Kong dollars, US dollars or Renminbi.

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

- (a) the service hours of the e-Cheque 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-Cheque Services.

3. e-Cheque Issuance Services

3.01 Format of and steps for issuing an e-Cheque

- (a) 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.
- (b) Each e-Cheque must be signed by the Customer (as payer) and by the Bank (as Payer Bank) with the Bank's respective digital signatures in the sequence set by us, except that the payer's digital signature may not be required for an e-Cheque that is a cashier's order.
- (c) Where the Customer draws an e-Cheque on a joint account, the Customer is solely responsible for ensuring that the e-Cheque is signed by such person(s) following such signing arrangement as authorized by the joint account holders for signing e-Cheques from time to time.
- (d) Where the Customer is a corporation or any other entity, the Customer is solely responsible for ensuring that each e-Cheque is signed on the Customer's behalf by such person(s) following such signing arrangement as authorized by the Customer for signing e-Cheques from time to time.

3.02 e-certificate

- (a) 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.
- (b) 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.
- (c) If 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 Clause 3.02(a) above.
- (d) The Bank may provide services relating to the specific usage e-certificate at the Bank's discretion. The Bank's services may include applying for, holding, maintaining, renewing, revoking and managing (or any of the above) a specific usage e-certificate on the Customer's behalf. If the Bank provides such services and the Customer chooses to produce the Customer's digital signatures by a specific usage e-certificate, the Customer directs and authorizes the Bank to:
 - (i) provide such services in the scope and manner set by the Bank from time to time, which may include holding the specific usage e-certificate and the corresponding key and/or password for the Customer, and effect and produce the Customer's digital signatures on e-Cheques on the Customer's behalf as instructed by the Customer from time to time; and
 - (ii) takes all necessary steps (including providing all necessary information and personal data to the certification authority issuing the specific usage e-certificate) for the purposes relating to the specific usage e-certificate.

- (e) 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.
- (f) 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.

3.03 Sending e-Cheques to payees

- (a) Once the Customer confirms to issue 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.
- (b) 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:
 - (i) 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 he may agree or decline to accept the e-Cheque; and
 - (ii) using secured electronic means and taking appropriate email encryption and other security measures in sending the e-Cheque file.
- (c) The Bank does not have any duty to verify whether the payee has actually received the e-Cheque file. The Bank advises the Customer to check with the payee whether he has actually received the e-Cheque file.

3.04 Waiver of presentment requirements

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 Clause 3.01(a) above and Clauses 5.01 and 5.02 below, the Customer expressly accepts the waiver of presentment requirements set out on an e-Cheque from time to time.

4. **e-Cheque Deposit Services**

4.01 The e-Cheque 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.

4.02 e-Cheque Drop Box Service

- (a) 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.
- (b) 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).

- (c) 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 have 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 have 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.
- (d) 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.

4.03 The Bank's Deposit Channels

The Bank may specify or vary from time to time (i) the available Deposit Channels without notice; and (ii) the terms governing the use of any Deposit Channel.

5. **Handling of e-Cheques, associated risks and the Bank's liabilities**

5.01 Handling of e-Cheques

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 may not expressly provide for presentment of e-Cheques or may specify other manner for presentment of cheques:

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

5.02 Restriction of the Bank's liability

Without reducing the effect of the provisions of the Existing Terms:

- (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 e-Cheque 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, except to the extent that any loss, damage or expense incurred or suffered is direct and reasonably foreseeable arising directly and solely from the Bank's negligence or wilful default or that of the Bank's officers, employees or agents;
- (b) in particular and for clarity, 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 following (or any of them):
 - (i) use of the e-Cheque Drop Box Service by the Customer or any other person, or the e-Cheque Drop Box Terms;
 - (ii) the Customer's failure to comply with the Customer's obligations relating to the e-Cheque Services, including the Customer's obligation to safeguard against issuance of e-Cheques by unauthorized persons;
 - (iii) 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; and

- (iv) any failure or delay in providing the e-Cheque Services, or any error or disruption relating to the e-Cheque Services, caused by or attributed to any circumstance beyond the Bank's reasonable control; and
- (c) 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.

5.03 The Customer's confirmation and indemnity

- (a) The Customer accepts the restriction of liabilities and disclaimers imposed by the Bank and the Clearing House in relation to the e-Cheque 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.
- (b) Without reducing the effect of any indemnity given by the Customer under the Existing Terms or any other rights or remedies that the Bank may have, the Customer will indemnify the Bank and the Bank's officers, employees and agents and hold each of them harmless against all liabilities, claims, demands, losses, damages, costs, charges and expenses of any kind (including legal fees on a full indemnity basis and other expenses reasonably incurred) which may be incurred or suffered by the Bank or any of them and all actions or proceedings which may be brought by or against the Bank or any of them as a result of or in connection with the Bank's provision of the e-Cheque Services or the Customer's use of the e-Cheque Services.
- (c) The above indemnity does not apply to the extent that it is proved that any liabilities, claims, demands, losses, damages, costs, charges, expenses, actions or proceedings are direct and reasonably foreseeable arising directly and solely from the Bank's negligence or wilful default or that of the Bank's officers, employees or agents.
- (d) The above indemnity shall continue to have effect after the termination of the e-Cheque Services.
- (e) The Customer further confirms that by amending its mandate (including but not limited to the Customer's portfolio daily limit, authorisation settings, user profile), these new limit(s) or setting(s) (collectively "Amendments") will only apply to transaction instructions placed subsequent to the Amendments, unless otherwise specified by the Bank in the terms governing the use of any Deposit Channel or in any other terms. In other words, the Bank shall be entitled to treat any forward-dated transaction instruction (such as a post-dated e-Cheque) issued prior to the Amendments as having been placed by the Customer pursuant to the mandate effective on the date of placing of the instruction and NOT pursuant to the amended mandate. It means that the Customer's mandate for such forward-dated transaction instructions shall be unaffected by the Amendments. The Customer shall therefore review all the forward-dated instruction(s) and ensure that it still intends to place such instructions, notwithstanding any amendment to its mandate. If the Customer does not intend any forward-dated instructions to be implemented because of any Amendments, the Customer shall review, amend or cancel (as the case may be) such instructions before the date fixed for their implementation. Notwithstanding the above, the Bank reserves the right to pay or cancel any payment instruction at its sole discretion. If the Bank chooses to cancel the payment, a service fee may be levied.

APPENDIX 1

The following terms supplement Clause 27.05 and relate to the use, store, process, transfer and disclosure of Customer Information other than Personal Data. Terms used in this Appendix 1 shall have the meanings set out in Clause 27.05 of these Terms and Conditions.

USE OF CUSTOMER INFORMATION OTHER THAN PERSONAL DATA

The purposes for which Customer Information (other than Personal Data) may be used are as follows:

- (1) considering applications for Services;
- (2) approving, managing, administering or effecting Services or any transaction that the Customer requests or authorises;
- (3) meeting Compliance Obligations;
- (4) conducting Financial Crime Risk Management Activity;
- (5) collecting any amounts due from the Customer and from those providing guarantee or security for the Customer's obligations;
- (6) conducting credit checks and obtaining or providing credit references;
- (7) enforcing or defending the Bank's or a member of the HSBC Group's rights;
- (8) meeting the internal operational requirements of the Bank or the HSBC Group (including without limitation, credit and risk management, system or product development and planning, insurance, audit and administrative purposes);
- (9) creating and maintaining the Bank's credit and risk related models;
- (10) ensuring the ongoing credit worthiness of the Customer and of those providing guarantee or security for the Customer's obligations;
- (11) marketing, designing, improving or promoting Services or related products to the Customer (and to Connected Persons to the extent permissible by Laws) and conducting market research;
- (12) determining the amount of indebtedness owed to or by the Customer and by those providing guarantee or security for the Customer's obligations;
- (13) complying with any obligations, requirements or arrangements that the Bank or any branch of the Bank or any member of the HSBC Group is expected to comply according to:
 - (i) any Laws or Compliance Obligations;
 - (ii) any codes, internal guidelines, guidelines or guidance given or issued by any Authorities;
 - (iii) any present or future contractual or other commitment with any Authorities with jurisdiction over all or any part of the HSBC Group; or
 - (iv) any agreement or treaty between Authorities;
- (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;
- (15) meeting any obligations, demand or request from Authorities;
- (16) enabling an actual or proposed assignee of the Bank, 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;

- (17) maintaining the Bank's or HSBC Group's overall relationship with the Customer; and
- (18) any purposes relating or incidental to any of the above.

SHARING AND TRANSFER OF CUSTOMER INFORMATION OTHER THAN PERSONAL DATA

The Bank may (as necessary and appropriate for all or any of the Purposes) transfer, share, exchange and disclose any Customer Information (other than Personal Data) to all such persons as the Bank may consider necessary (wherever located) including without limitation:

- (a) any member of the HSBC Group;
- (b) 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);
- (c) any Authorities;
- (d) anyone acting on behalf of the Customer, 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 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);
- (e) any party acquiring an interest in or assuming risk in or in connection with the Services;
- (f) other financial institutions, credit reference agencies or credit bureaus, for obtaining or providing credit references;
- (g) any party involved in any business transfer, disposal, merger or acquisition by the Bank or any member of the HSBC Group;
- (h) any third party fund manager providing the Customer with asset management services; and
- (i) any introducing broker to whom the Bank provides introductions or referrals.

Terms and Conditions for Renminbi Account of Hang Seng Bank Limited (the “Bank”) 恒生銀行有限公司（「銀行」）之人民幣戶口章則

1. To enjoy the Renminbi Services provided by the Bank from time to time, any Customer may open or activate Renminbi Savings Account(s) and/or Renminbi Current Account(s) with the Bank.
為享有「銀行」不時提供之「人民幣服務」，「客戶」可開立或啟動「人民幣儲蓄戶口」及/或「人民幣往來戶口」。

Renminbi Savings Account and Renminbi Current Account 「人民幣儲蓄戶口」及「人民幣往來戶口」

2. Overdraft facility may be offered in respect of any Renminbi Account.
「人民幣戶口」可提供透支服務。
3. Overdraft may be allowed in respect of any Renminbi Account.
「人民幣戶口」可容許透支。
4. The Bank may specify from time to time any positive or negative interest (and the applicable interest rate) payable by the Bank or the customer on the credit balance in a Renminbi Account. No positive interest is payable on the credit balance in the Renminbi Current Account unless the Bank specifies otherwise.
「銀行」可不時列明由「銀行」支付或由「客戶」之「人民幣戶口」結餘所收取之任何正或負利息（及相關之利率）。除非「銀行」另有列明，「人民幣往來戶口」之貸方結餘不會產生任何正利息。
5. Any Renminbi Account which remains inactive for a continuous period of two years and the credit balance in such Renminbi Account is below such amount as may be specified by the Bank from time to time, shall be subject to a service charge as determined by the Bank at its absolute discretion. The Bank will provide a separate monthly statement in respect of the transactions made through the Renminbi Savings Account and the Renminbi Current Account to the Customer.
如任何「人民幣戶口」無活動超過連續兩年及戶口結餘低過「銀行」可能不時列明的款額，「銀行」將收取費用，具體由「銀行」絕對酌情決定。「銀行」將就透過「人民幣儲蓄戶口」及「人民幣往來戶口」進行之交易，向「客戶」發放月結單。
6. The Bank shall be entitled to return any cheque at its absolute discretion if (a) the monies standing to the credit of the Renminbi Current Account are insufficient to settle the cheque; or (b) any technical error is spotted on such cheque.
「銀行」有權根據以下情況運用其絕對酌情權退回任何支票：(a) 「人民幣往來戶口」中貸方款額不足以償付支票要求之付款；或(b) 該(等)支票上有任何技術性錯誤。
7. The Bank is authorised to deduct any fees and charges payable to the Bank from any account maintained by the Customer with the Bank.
「銀行」獲授權從「客戶」於「銀行」持有之任何戶口扣除應付予「銀行」之任何費用及收費。
8. The Customer may deposit (i) Renminbi banknotes, or (ii) if permitted by the Applicable Regulations and subject to the availability of such conversion services by the Bank, Renminbi that is converted from HKD equivalent or other currency at the Bank's prevailing exchange rate, into any Renminbi Account. Cheques are accepted for deposit into any Renminbi Account in relation to trade settlement or such other purposes as may be allowed by the relevant authorities from time to time. All cheques and other monetary instruments accepted for deposit are credited subject to final payment. The Bank reserves the right to charge the Renminbi Current Account with items which are subsequently returned unpaid.
「客戶」可將(i) 「人民幣」現鈔或(ii)用等值「港元」或外幣現鈔，在「適用規定」許可及「銀行」可提供之兌換服務的前提下，按「銀行」當時之匯率兌換之「人民幣」存入「人民幣戶口」。任何「人民幣戶口」接受任何「人民幣」支票存款用於進行貿易結算或由有關權力機構允許的其他用途。凡存入支票及其他票據，雖已入賬，仍須經收妥後方能作實。如遇退票，「銀行」保留在「人民幣往來戶口」內照數扣除有關款額的權利。
9. No Renminbi coins are accepted for deposit into any Renminbi Account.
「人民幣戶口」不接受「人民幣」硬幣存入。
10. No cash cheques may be drawn on the Renminbi Current Account. All cheques issued under the Renminbi Current Account must be drawn in Renminbi, crossed and marked account-payee only and are non-endorsable and non-transferable.
「人民幣往來戶口」不可開具現金支票。就「人民幣往來戶口」開具之支票必須簽寫「人民幣」、劃線並註明存入收款人賬戶且不得背書及不得轉讓。
11. The Customer is not permitted to withdraw Renminbi banknotes from the Renminbi Current Account by presenting cheques within Hong Kong.
「客戶」不能於「香港」內提示支票，以從「人民幣往來戶口」提取「人民幣」現鈔。
12. A cheque should be presented for payment within six months after its date of issue, otherwise, the Bank will dishonour the cheque with the answer “Out of date”.
要求付款之支票須於開具之日起計六個月內提示，否則，「銀行」將作「逾期」處理並予以拒付。
13. Withdrawals from the Renminbi Savings Account may not be made by cheque or other financial instrument but only by instructions given in such form as the Bank may prescribe.
從「人民幣儲蓄戶口」提款不得使用支票或其他金融票據，只可用「銀行」規定之指示形式。
14. No withdrawal of Renminbi banknotes can be made from any Renminbi Account at any of the Bank's branches in Mainland China, if any.
「客戶」均不能從「銀行」設於「中國內地」之任何分行(如有)之「人民幣戶口」提取「人民幣」現鈔。
15. Withdrawals of Renminbi banknotes from any Renminbi Account are subject to availability of the currency in question. In addition, withdrawals of Renminbi in large amounts are subject to three Business Days' prior notice to the Bank. The Bank reserves the right to pay in other currencies if necessary.
從「人民幣戶口」提取「人民幣」現鈔須視乎所指貨幣之存量。此外，提取大額「人民幣」須提前三個「營業日」通知「銀行」。「銀行」保留按需要以其他貨幣支付之權利。

16. Withdrawals at the counter may be made by the Customer on demand in the hours during which the savings department is open for business on production of appropriate authority. Any payment made by the Bank to a person producing appropriate authority and/or withdrawal form purporting to be signed as authorised by the Customer shall have the same effect as if made to the Customer personally and will absolve the Bank from all liabilities to the Customer or any other party.
「客戶」可於儲蓄部營業時間內，隨時憑適當的授權在櫃面要求提款。凡經本行憑適當的授權及/或由「客戶」簽署的提款單支付給來人的款項，即視同已直接付予「客戶」。本行不再對「客戶」或其他有關者負任何責任。
17. The Bank will charge commission for RMB banknotes deposited to/withdrawn from any Renminbi Account if the amounts deposited/withdrawn 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/withdrawal from any Renminbi Account of RMB banknotes (regardless of amount).
凡在任何「人民幣戶口」提存的「人民幣」現鈔金額超過本行不時釐定的每日限額，本行得酌收手續費。此外，對於在任何「人民幣戶口」進行的「人民幣」現鈔(不論多少)提存，本行保留酌收費用的權利。

Other General Information 其他一般資料

18. The terms and conditions, specifications (including fees and charges) and information applicable to any Renminbi Account and Renminbi Services are to be determined and may be amended by the Bank from time to time according to the Bank's agreement with the clearing bank or domestic agent bank and the Applicable Regulations. Such terms and conditions, specifications and information and their revision or addition shall become effective subject to the Bank's notice which may be given by display, advertisement or other means as the Bank thinks fit and shall be binding on the Customers.
「銀行」可根據與清算行或境內代理銀行之協議及「適用規定」不時訂定或修改適用於「人民幣戶口」及「人民幣服務」之條款及條件、細節(包括費用及收費)及資料。該等條款及條件、細節與資料以及相關修訂或增補內容經「銀行」發出通知後生效，並對「客戶」具有約束力；有關通知可通過展示、廣告或「銀行」認為適合之其他途徑發出。
19. The Bank reserves the right to introduce additional terms and conditions applicable to the Renminbi Accounts and/or Renminbi Services, terminate the provision of any Renminbi Services, cancel any Renminbi Account and/or transfer or convert any amount in any Renminbi Account in order to comply with the Bank's agreement with the clearing bank or domestic agent bank and the Applicable Regulations without prior notice except as may be otherwise required in the Applicable Regulations.
「銀行」保留權利隨時增補應用於「人民幣戶口」及/或「人民幣服務」之額外條款及條件、終止提供「人民幣服務」，取消「人民幣戶口」及從「人民幣戶口」轉賬或兌換款項至另一戶口，以便符合「銀行」與清算行或境內代理銀行之協議及「適用規定」，並毋須事先通知(「適用規定」另有要求除外)。
20. The Bank has the right to report all or any transactions and information relating to the Customers, any Renminbi Account and Renminbi Services to the relevant authorities as required by the Bank's agreement with the clearing bank or domestic agent bank and the Applicable Regulations without prior notice (except as may be otherwise required in the Applicable Regulations) and without giving any reasons.
「銀行」會就「銀行」與清算行或「境內代理銀行」之協議及「適用規定」之要求向有關機構匯報所有或任何有關「客戶」、任何「人民幣戶口」及「人民幣服務」之交易及資料，並毋須事先通知(「適用規定」另有要求除外)或給予任何理由。
21. The Bank shall have the right to refuse or at any time terminate the provision of any Renminbi Services to the Customers (including without limitation, to decline the withdrawal or deposit in cash of any amount from or to any Renminbi Account) without prior notice (except as may be otherwise required in the Applicable Regulations) and without giving any reasons.
「銀行」有權拒絕或隨時終止向「客戶」提供任何「人民幣服務」(包括但不限於拒絕在「人民幣戶口」提存任何現金)，並毋須事先通知(「適用規定」另有要求除外)或給予任何理由。
22. a. In connection with any banking transactions denominated in Renminbi cleared or settled through the Renminbi clearing and settlement system established in Hong Kong, the Customer:
有關經由「香港」人民幣結算系統交收或結算的「人民幣」銀行交易賬項，「客戶」均須：
(I). acknowledges that the operation of the Renminbi clearing and settlement system will be subject to the Renminbi Clearing House Rules (including without limitation the Operating Procedures referred to therein)(as the same may be modified from time to time); and
確認人民幣結算系統會依據人民幣交換所規則(包括但不限於其中提及的操作程序)(包括其不時的修訂)運作；及
(II). agrees that the Hong Kong Monetary Authority shall not owe any duty or incur any liability to the Customer or any other person in respect of any claim, loss, damage or expense (including without limitation, loss of business, loss of business opportunity, loss of profit or special, indirect or consequential loss) even if the Hong Kong Monetary Authority knew or ought reasonably to have known of their possible existence) of any kind or nature whatsoever arising in whatever manner directly or indirectly from or as a result of:
同意香港金融管理局毋須對「客戶」或任何人士由於下列原因直接或間接引致的任何索償、損失、損害或開支(包括但不限於業務損失、業務機會損失、利潤損失或特殊、間接或相應引致的損失)(即使香港金融管理局已知或理應知道其可能存在)負上任何義務或承擔任何法律責任：
(i). anything done or omitted to be done by the Hong Kong Monetary Authority bona fide or by the settlement institution of the Renminbi clearing and settlement system, Hong Kong Interbank Clearing Limited ("HKICL"), any Member (as defined in the Renminbi Clearing House Rules) or any other person in the management, operation or use (including without limitation, the termination and/or suspension of the settlement institution, the Clearing Facilities (as defined in the Renminbi Clearing House Rules) or any such Member) of the Clearing House (as defined in the Renminbi Clearing House Rules) or the Clearing Facilities (as defined in the Renminbi Clearing House Rules) or any part of any of them;
香港金融管理局(在出於真誠的情況下)或人民幣結算系統的結算機構、香港銀行同業結算有限公司、任何成員(定義見人民幣交換所規則)或其他任何人士在管理、運作或使用(包括但不限於已被終止及/或暫停結算機構、交換設施(定義見人民幣交換所規則)或任何該等成員)交換所(定義見人民幣交換所規則)或交換設施(定義見人民幣交換所規則)或其中任何部份時所作出或沒有作出的任何事情；
(ii). without prejudice to (i) above, the giving of any consent, notice, advice or approval in relation or pursuant to the Renminbi Clearing House Rules (including without limitation the Operating Procedures referred to therein)(as the same may be modified from time to time).
在不違反上述(i)點的情況下，任何有關或根據人民幣交換所規則(包括但不限於其中提及的操作程序)(包括其不時的修訂)所發出的同意、通告、通知書或批准。
- b. The Customer agrees that:
「客戶」同意：
(I). cheques drawn by the Customer which have been paid may, after having been recorded in electronic form, be retained by the collecting bank or HKICL for such period as is stated in the rules relating to the operation of the Clearing House (as defined in the Renminbi Clearing House Rules) and after this, they may be destroyed by the collecting bank or HKICL as the case may be; and
由「客戶」所開出並已獲支付的支票，在以電子形式予以記錄後，可由代收銀行或香港銀行同業結算有限公司保留，保留期為與結算所(定義見人民幣交換所規則)操作有關的規則所列明的期間，而在該期間之後，代收銀行或香港銀行同業結算有限公司(視屬何情況而定)可銷毀該等支票；及

- (II). the Bank is authorised to contract inter alia with collecting banks and HKICL in accordance with the terms in paragraph (I).
「銀行」獲授權按照(I)段條款與包括代收銀行及香港銀行同業結算有限公司訂立合約。

23. The Customer may request the Renminbi Services subject to the procedures specified by the Bank from time to time (including, without limitation, the means or medium through which the Customer shall give instructions or the Bank shall provide the Renminbi Services). The Bank may specify and vary from time to time the scope and extent of any of the Renminbi Services.
「客戶」可根據「銀行」不時具體規定之程序(包括但不限於「客戶」給與指示或「銀行」提供「人民幣服務」之途徑或媒介)要求提供「人民幣服務」。「銀行」可不時具體規定並更改任何「人民幣服務」之範圍及幅度。
24. The Bank reserves the right to revise any fees and charges from time to time. Please contact any branches of the Bank for details.
「銀行」保留不時修訂任何費用及收費之權利。索取詳情請聯絡「銀行」任何分行。
25. This document shall be governed by the laws of Hong Kong. Each of the Bank and the Customer submits to the non-exclusive jurisdiction of the Hong Kong courts. Without limiting the foregoing, all Renminbi Accounts, the interest thereon, deposit charges and other matters relating thereto, shall be governed by the applicable laws of Hong Kong, and by the Bank's by-laws, regulations and practices as the foregoing are now in effect or as hereafter amended, enacted or adopted.
本文件須受「香港」管轄。「銀行」及「客戶」各自接受「香港」法院非專有司法管轄權管轄;在不限制上文的前提下,所有「人民幣戶口」及其利息,存款費用及其他有關事項,皆受現行或日後修訂、制定或採納「香港」有關法律及「銀行」的章則及實務的約束。
26. In this document, unless the context otherwise requires, the terms and expressions appearing herein shall have the following meanings:
在本文件中,除文義另有所指外,本文件所用詞彙具有以下涵義:
- a. "Applicable Regulations" means any law, regulation or order, or any rule, direction, guideline, code, notice, restriction or the likes (whether or not having the force of law) issued by any regulatory authority, government agency, clearing or settlement bank or body exchange or professional body in whatever part of the world (including, without limitation, Hong Kong and the Mainland China) applicable from time to time;
「適用規定」指不時適用之任何法律、規定、法令,或任何在世界各地(包括但不限於「香港」及「中國內地」)監管機關、政府機構、清算或結算行或交易機構或專業機構發佈之任何(不論是否具有法律效力)規則、指示、指引、守則、通知、限制或類似規定;
 - b. "Bank" means Hang Seng Bank Limited of 83 Des Voeux Road Central, Hong Kong and its successors and assigns and, where the context permits, includes any person appointed by the Bank as its nominee or agent to perform the Renminbi Services on its behalf;
「銀行」指恒生銀行有限公司(地址為香港德輔道中83號),以及其繼任人及受讓人,以及(如文義准許)包括「銀行」委任作為其代名人或代理之任何人士,以代表「銀行」提供「人民幣服務」之任何人士;
 - c. "Business Day" means a day on which the Bank is open to the general public for business in Hong Kong (excluding Saturday and Sunday);
「營業日」指「銀行」於「香港」向公眾開放營業之日(不包括星期六及星期日);
 - d. "Customer" means the corporation in whose name the Renminbi Savings Account and/or the Renminbi Current Account is opened and includes its lawful successor;
「客戶」指開立「人民幣儲蓄戶口」或「人民幣往來戶口」之機構,包括其合法承繼人;
 - e. "Hong Kong" means the Hong Kong Special Administrative Region of the People's Republic of China;
「香港」指中華人民共和國香港特別行政區;
 - f. "Hong Kong dollar" or "HKD" means the lawful currency of Hong Kong for the time being;
「港元」/「HKD」指「香港」現行的法定貨幣;
 - g. "Mainland China" means the People's Republic of China (excluding Hong Kong, Macau Special Administrative Region and Taiwan);
「中國內地」指中華人民共和國(不包括「香港」、澳門特別行政區及台灣);
 - h. "Renminbi" or "CNY" or "RMB" means the lawful currency of the Mainland China for the time being;
「人民幣」/「RMB」/「CNY」指「中國內地」現行的法定貨幣;
 - i. "Renminbi Current Account" means the Renminbi current account opened and maintained by the Customer with the Bank;
「人民幣往來戶口」指「客戶」於「銀行」開立之「人民幣往來戶口」;
 - j. "Renminbi Savings Account" means the Renminbi savings or deposit account opened and maintained by the Customer with the Bank;
「人民幣儲蓄戶口」指「客戶」於「銀行」開立之「人民幣」儲蓄或存款戶口;
 - k. "Renminbi Services" means any banking services or other services provided by the Bank to the Customer as permitted by the Applicable Regulations in relation to Renminbi from time to time;
「人民幣服務」指「銀行」不時依據「適用規定」所容許並向「客戶」提供有關「人民幣」的銀行服務或其他服務;
 - l. "Renminbi Accounts" mean the Renminbi Current Account and the Renminbi Savings Account, and "Renminbi Account" means either of them; and
「人民幣戶口」指「人民幣往來戶口」及「人民幣儲蓄戶口」,「人民幣戶口」指其任何一個;及

Note 附註:

All the information set out in this document is provided to the best of the Bank's knowledge and understanding of the relevant law, rules, regulations, directions and guidelines governing or otherwise applicable to the Renminbi Accounts or the Renminbi Services. Please refer to any updates that may be published or issued by the Bank from time to time including notices that are placed at the Bank's branches. Please also visit any of the Bank's branches or contact the staff of the Bank for the most updated information on the above.

本文件載列所有資料乃根據「銀行」對管轄或適用於「人民幣戶口」或「人民幣服務」之有關法律、規則、規定、指示以及規定指引所知及理解而提供。請參考「銀行」不時公佈或發出之任何更新資料,包括置於「銀行」分行之通知。索取上述內容有關最新資料亦可親臨「銀行」任何分行或與「銀行」職員聯絡。

Should there be any discrepancies between the English and Chinese versions of this document, the English version shall prevail.

本文件之中、英文文本義如有歧異,以英文文本為準。

“MAXIINTEREST” INVESTMENT DEPOSIT Terms and Conditions

1 General

Hang Seng "MaxiInterest" Investment Deposits ("the Deposit") are accepted on the basis that the Customer has read, understood and agreed to these Terms and Conditions and understood that earnings on the Deposit are limited to the nominal interest payable. As the Deposit and its earnings will be paid in the Deposit Currency or the Linked Currency, whichever has depreciated against the other, the Customer will bear the potential losses due to depreciation. If the Deposit is withdrawn before maturity, the Customer will also have to bear the costs involved. Such losses and costs may reduce the earnings and the principal amount of the Deposit. The Customer should seek professional advice where necessary. These Terms and Conditions, the latest version of which is displayed in the Bank's branches or is available on request, are subject to alteration.

2 Applicability of Terms and Conditions

- 2.1 The placing and operation of the Deposit shall, in addition to these Terms and Conditions, be subject to the Bank's "Account Rules – General" and "Account Rules – Term (Time and Call) and Swap Deposits" (collectively, the "General Account Rules") and (if the Deposit Currency of the Deposit is Renminbi) the terms and conditions (which shall include any information relating to the Renminbi Account issued by the Bank from time to time) governing the Renminbi Account ("Renminbi Account Terms and Conditions"). Where there is any inconsistency between these Terms and Conditions, the General Account Rules and (if applicable) the Renminbi Account Terms and Conditions, these Terms and Conditions shall prevail. Where there is any inconsistency between the General Account Rules and (if applicable) the Renminbi Account Terms and Conditions, the Renminbi Account Terms and Conditions shall prevail.
- 2.2 If the Customer is a holder of an Integrated Account and the Deposit is booked under the Customer's Integrated Account, the Deposit shall constitute a Sub-account of the Customer's Integrated Account and shall be subject to these Terms and Conditions and the Terms and Conditions applicable to the Integrated Account ("Integrated Account Terms and Conditions"). If the Deposit Currency of a Deposit is Renminbi, such Deposit shall also be subject to the terms and conditions (which shall include any information relating to the Renminbi Account issued by the Bank from time to time) governing the Renminbi Account ("Renminbi Account Terms and Conditions") in force from time to time. Expressions defined in the Terms and Conditions applicable to the Integrated Account shall have the same meanings when used in these Terms and Conditions unless otherwise defined in these Terms and Conditions. Where there is any inconsistency between these Terms and Conditions, the Integrated Account Terms and Conditions and (if applicable) the Renminbi Account Terms and Conditions, these Terms and Conditions shall prevail. Where there is any inconsistency between the Integrated Account Terms and Conditions and (if applicable) the Renminbi Account Terms and Conditions, the Renminbi Account Terms and Conditions shall prevail.

3 The Deposit

- 3.1 The Customer agrees to place the Deposit with the Bank in the Deposit Currency and at the Principal Amount for the Deposit Period.
- 3.2 Funds in respect of the Deposit must be received before the Cut-off Time. Once funds have been received for the purposes of making the Deposit, they may not be withdrawn prior to the Maturity Date except in accordance with Clause 4 below.
- 3.3 The Bank reserves the right, in its sole discretion, on or before the Deposit Date not to accept any funds received (or to accept only part of such funds) as the Deposit in respect of the Deposit Period. In such event, the Bank will notify the Customer as soon as practicable and any funds received but not accepted as the Deposit will be paid to such account as notified by the Customer or, if the Bank has not been notified of such account or such account notified by the Customer has ceased to be operative, to any account for the Customer as the Bank shall in its absolute discretion determine.
- 3.4 Persons intending to place the Deposit may be required to complete an application form from time to time provided by the Bank for such purpose and return such application form, duly completed, to the Bank within such time and by such means as the Bank may require for such Deposit. The Bank has an absolute discretion to accept or reject in whole or in part any application for placing the Deposit before the Deposit Date. The Bank shall have the right, at its discretion and at any time, to change any procedure or otherwise prescribe alternative or new procedures for receiving application from any potential depositor in respect of any Deposit or accept any application which has been made in any manner or by any means other than that prescribed by the Bank.

4 Early Withdrawal

- 4.1 The Deposit may not be withdrawn before the Maturity Date without the approval in writing of the Bank, which may be granted or withheld in the Bank's sole and absolute discretion and on such terms and conditions as the Bank may then determine.
- 4.2 The Customer acknowledges that the Bank and its affiliates may enter into one or more hedging transactions or other arrangements relating to the Deposit. If the Bank allows the Deposit to be withdrawn prior to the Maturity Date, the Bank shall be entitled to deduct any costs, losses and damages which are incurred by the Bank and its affiliates, using its reasonable efforts, in discharging any such related hedge or other arrangement from the Principal Amount or other amounts (if any) in relation to the Deposit which are otherwise payable to the Customer. In the event that such Principal Amount or other amounts (if any) are insufficient to indemnify or reimburse the Bank in respect of such costs, losses and damages, the Bank shall be entitled to claim from the Customer the amount of the remaining costs, losses and damages and to exercise its rights of set-off under these Terms and Conditions or otherwise in respect of any other sums due from the Bank or its affiliates to the Customer in respect of the Deposit or otherwise.
- 4.3 Any payments of Principal Amount or other amounts (if any) to the Customer by the Bank upon the withdrawal of the Deposit prior to the Maturity Date will be determined solely by the Bank, and payment by the Bank will be dependent upon the Bank's ability to successfully discharge any related hedge or arrangement.
- 4.4 No partial early withdrawal will be permitted at any time.

4a Early Termination

If the Bank in its sole and absolute discretion determines that:

- (i) the Linked Currency has depreciated substantially against the Deposit Currency; and/or
- (ii) adverse and/or abnormal market conditions exist in the relevant foreign exchange market(s) of either or both of the Deposit Currency and the Linked Currency; and/or
- (iii) the Customer has breached or is not in compliance with any of these terms and conditions and/or any other applicable terms and conditions,

the Bank may (but is not obliged to) at any time thereafter designate a date as the new Maturity Date for the Deposit whereupon such date shall be the Maturity Date for the Deposit for all purposes and all other terms in these Terms and Conditions shall be construed accordingly. Such determination and designation of the new Maturity Date by the Bank shall be conclusive and binding on the Customer and, unless otherwise agreed in writing, the Bank does not, and shall not, have any obligation or responsibility whatsoever to notify or provide any warning to the Customer in advance of any determination, designation or other action or potential action by the Bank under this Clause. For the avoidance of doubt, the Bank's right to accelerate the Deposit under this Clause shall be continuing and shall not be prejudiced or limited or otherwise lost even where, before the exercise of that right, one or more of the events specified in (i), (ii) or (iii) above has ceased to be operating.

5 Interest

- 5.1 Interest shall accrue on the Principal Amount of the Deposit at the Interest Rate during the Deposit Period and shall be calculated on the basis of the actual number of days elapsed in the Deposit Period divided by the applicable day count convention for the Deposit Currency.
- 5.2 The Interest Amount shall be subject to all applicable withholding taxes and shall be payable in arrear in accordance with Clause 6.

6 Payment to Customer on Maturity Date

- 6.1 On the Maturity Date or, if such day is not a Business Day, the Business Day immediately following the Maturity Date, the Redemption Amount (as defined below) will be paid to such account as notified by the Customer to the Bank (such notification to be given at least two Business Days prior to the Maturity Date) or, if the Bank has not been notified of such account or such account notified by the Customer has ceased to be operative, to any account for the Customer as the Bank shall in its absolute discretion determine. The Bank shall not be responsible for any loss or damage suffered by the Customer for any delay in effecting the said payment if the notice is not received within the time period stipulated herein.
- 6.2 For the purposes of this Clause:
 - (a) where the Initial Exchange Rate and the Final Exchange Rate are expressed as a rate representing the amount of Deposit Currency for which a given amount of Linked Currency can be exchanged, the "Redemption Amount" means
 - (i) if the Final Exchange Rate is less than the Initial Exchange Rate, an amount in Linked Currency representing the aggregate of the Principal Amount and the Interest Amount as converted into the Linked Currency at the Initial Exchange Rate; or
 - (ii) if the Final Exchange Rate is greater than or equal to the Initial Exchange Rate, the aggregate of the Principal Amount and the Interest Amount in the Deposit Currency; and
 - (b) where the Initial Exchange Rate and the Final Exchange Rate are expressed as a rate representing the amount of Linked Currency for which a given amount of Deposit Currency can be exchanged, the "Redemption Amount" means
 - (i) if the Final Exchange Rate is greater than the Initial Exchange Rate, an amount in Linked Currency representing the aggregate of the Principal Amount and the Interest Amount as converted into the Linked Currency at the Initial Exchange Rate; or
 - (ii) if the Final Exchange Rate is less than or equal to the Initial Exchange Rate, the aggregate of the Principal Amount and the Interest Amount in the Deposit Currency.
 - (c) (Only applicable for "MaxiInterest" Investment Deposit - European Airbag) where the Initial Exchange Rate, Safety Line Exchange Rate and the Final Exchange Rate are expressed as a rate representing the amount of Deposit Currency for which a given amount of Linked Currency can be exchanged, the "Redemption Amount" means
 - (i) if the Final Exchange Rate is less than Safety Line Exchange Rate, an amount in Linked Currency representing the aggregate of the Principal Amount and the Interest Amount as converted into the Linked Currency at the Initial Exchange Rate; or
 - (ii) if the Final Exchange Rate is greater than or equal to Safety Line Exchange Rate, the aggregate of the Principal Amount and the Interest Amount in the Deposit Currency; and
 - (d) (Only applicable for "MaxiInterest" Investment Deposit - European Airbag) where the Initial Exchange Rate, Safety Line Exchange Rate and the Final Exchange Rate are expressed as a rate representing the amount of Linked Currency for which a given amount of Deposit Currency can be exchanged, the "Redemption Amount" means
 - (i) if the Final Exchange Rate is greater than Safety Line Exchange Rate, an amount in Linked Currency representing the aggregate of the Principal Amount and the Interest Amount as converted into the Linked Currency at the Initial Exchange Rate; or
 - (ii) if the Final Exchange Rate is less than or equal to Safety Line Exchange Rate, the aggregate of the Principal Amount and the Interest Amount in the Deposit Currency.
- 6.3 In the event that the Maturity Date is not a Business Day, interest shall accrue on the Redemption Amount for the period commencing on, and including, the Maturity Date and ending on, but excluding, the Business Day immediately following the Maturity Date at the then prevailing rate of interest applicable to the account to which the Customer has notified the Bank for payment of the Redemption Amount or, if the Customer has not notified the Bank of such account or that such account notified by the Customer has ceased to be operative, the account to which the Bank has, in its absolute discretion, decided to pay the Redemption Amount. Such interest shall be paid by the Bank to the Customer in accordance with the terms and conditions applicable to the account to which the Redemption Amount has been paid.

7 Fees

The Bank reserves the right to impose service fees, facility fees and/or other fees or 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) which may be applicable from time to time.

8 Indemnification and Limitation on Liabilities

- 8.1 The Customer undertakes to indemnify and hold harmless the Bank against any losses, liabilities or costs which the Bank may incur and against any claims, actions or demands which may be asserted against the Bank arising out of any misrepresentation in or breach of, or failure to perform, the representations, warranties and agreements by the Customer contained in these Terms and Conditions. This indemnity will be in addition to any liability which the Customer may otherwise have.
- 8.2 The Bank shall not be responsible for liability, loss or damage which may be caused by the Bank acting in accordance with applicable laws, regulations or rules (including, without limitation, rules and regulations of the various payment systems), or with the terms of the Bank's agreements with other banks or financial institutions regarding the transaction of business with those banks or institutions notwithstanding that the Customer may have given instructions to the contrary.
- 8.3 The Bank shall not be liable to the Customer for any action taken or not taken by the Bank under these Terms and Conditions unless directly caused by the Bank's gross negligence or willful misconduct.
- 8.4 No person other than the Customer and the Bank will have any right under the Contracts (Rights of Third Parties) Ordinance to enforce or enjoy the benefit of any of the provisions of these Terms and Conditions.

9 Representations

The Customer represents and warrants that:

- (a) it has such knowledge and experience in financial, business and tax matters that renders it capable of evaluating the merits and risks of the transaction contemplated herein;
- (b) after appropriate independent investigations, the transaction contemplated herein is suitable for it;
- (c) the Bank does not act as an investment adviser or as any other adviser to the Customer;
- (d) the Bank has not made, and shall not be deemed to have made, any representations or recommendations whatsoever and howsoever to the Customer;
- (e) it has the power to execute the transaction contemplated herein and to perform its obligations under the transaction contemplated herein and has taken all necessary action to authorise such execution delivery and performance;
- (f) neither its execution and delivery of any document, nor its performance of its obligations under the transaction contemplated herein will violate (i) any law, regulation, decree or legal restriction applicable to it or any order or judgment of any court or other agency of government applicable to it or any of its assets (ii) any provision of its constitutional documents or (iii) the terms of any material agreement to which it or any of its assets is subject;
- (g) it has obtained all applicable governmental or other regulatory consents that are required to be obtained by it in respect of its entry into, and performance of, the transaction contemplated herein, all such consents are in full force and effect and any conditions of such consents have been satisfied; and
- (h) it is entering into the transaction contemplated herein as principal and not as agent of any person.
- (i) notwithstanding any information and explanation given in respect of any transaction contemplated herein and the Terms and Conditions herein, Customer is not relying on any communication (written or oral) of the Bank as investment advice, as recommendation to enter into any transaction contemplated herein, or otherwise as any assurance of the earnings on any transaction contemplated herein. Customer shall consider the suitability of his/her entering to a transaction contemplated herein in the light of the risks involved. The Bank is not acting as a fiduciary for or an adviser to the Customer in respect of any transaction contemplated herein.

10 Set-off

- 10.1 In addition to any rights of set-off the Bank may have as a matter of law or otherwise, the Bank will have the right (but will not be obliged) without prior notice to the Customer or any other person to set off or apply any obligation of the Customer owed to the Bank (whether or not matured or contingent and whether or not arising under these Terms and Conditions, and regardless of the currency, place of payment or booking office of the obligation) against any obligation of the Bank owed to the Customer (whether or not matured or contingent and whether or not arising under these Terms and Conditions, and regardless of the currency, place of payment or booking office of the obligation).
- 10.2 For the purpose of cross-currency set-off, the Bank may convert either obligation at the applicable market exchange rate selected by the Bank on the relevant date. If an obligation is unascertained, the Bank may in good faith estimate that obligation and set off in respect of the estimate, subject to the relevant party accounting to the other when the obligation is ascertained.

11 Tax

The amount of tax, if any, deducted from the Redemption Amount or any other amounts (if any) payable hereunder will be advised to the Customer each time the Redemption Amount or any other amount (if any) is paid. The Customer shall be solely liable for any taxes or duties (if any) payable on or in respect of the Deposit.

12 Transferability

The Deposit and the benefits of the Customer hereunder are not transferable without the written consent of the Bank, which may be granted or withheld in its sole discretion.

13 Waiver

No act or omission by the Bank shall affect its rights, powers or remedies under these Terms and Conditions or any further or other exercise of such rights, powers or remedies.

14 Law and Jurisdiction

- 14.1 The liabilities of the Bank in respect of the Deposit are limited exclusively to an office of the Bank in Hong Kong and instructions in respect of the Deposit may only be made to, and acted upon by, such office. Any amount relating to the Deposit is payable exclusively by an office of the Bank in Hong Kong and in its stated currency.
- 14.2 These Terms and Conditions are governed by, and shall be construed in accordance with, the laws of Hong Kong.
- 14.3 The Customer hereby agrees for the benefit of the Bank, and without prejudice to the right of the Bank to take proceedings before any other court of competent jurisdiction, that the courts of Hong Kong shall have jurisdiction to hear and determine any suit, action or proceeding that may arise under these Terms and Conditions or in connection with these Terms and Conditions and for such purposes irrevocably submits to the jurisdiction of such courts.

15 Interpretation

- 15.1 Unless the context otherwise requires, the terms and expressions used herein shall bear the following meanings:
 - "**American**" means the observation of the performance of the relevant exchange rate from Deposit Date to Final Exchange Rate Fixing Date (both dates inclusive);
 - "**Bank**" means Hang Seng Bank Limited and extends to the Bank's successors and assigns;
 - "**Business Day**" means a day (other than a Saturday or a Sunday) on which commercial banks are open for business (including dealings in foreign exchange and foreign currency deposits) in Hong Kong and, in the case of payment by the Bank under these Terms and Conditions, a day on which commercial banks are open for business (including dealings in foreign exchange and foreign currency deposits) in the principal financial centre for the relevant currency in which payment is to be made;
 - "**Customer**" means the person or persons making the Deposit and extends to the Customer's successors and assigns. Where the Customer comprises two or more persons (persons to include individuals, associations, companies and the partners of a named partnership) (i) any reference to the Customer shall be deemed to refer to each such person individually, (ii) any act or omission of one shall be deemed the act or omission of them all, (iii) they shall be jointly and severally liable to the Bank for the obligations of the Customer under these Terms and Conditions, (iv) any communication required to be made to the Customer may be sent to the address last known to the Bank of any one or more of such persons, and (v) any notice to be served on the Customer under these Terms and Conditions shall be validly served if served on any one of them. Where the Customer comprises a partnership, the expression shall include the person or persons from time to time carrying on the business of that partnership;
 - "**Cut-off Time**" means such time determined by the Bank and notified to the Customer to be the latest time on the Deposit Date by which the Bank must receive the funds for the Deposit;
 - "**Deposit**" means the Hang Seng "MaxiInterest" Investment Deposit agreed to be placed by the Customer on these Terms and Conditions;
 - "**Deposit Currency**" means the currency in which the Deposit is placed with the Bank which shall be an Eligible Currency other

than the Linked Currency;

"Deposit Date" means a date agreed between the Bank and the Customer being the first Business Day on which the Deposit shall commence;

"Deposit Period" means the period for the Deposit agreed between the Customer and the Bank commencing on, and including, the Deposit Date and ending on, but excluding, the Maturity Date;

"Deposit Rate" means the fixed time deposit rate of the Deposit Currency when Customer subscribe the Deposit, and such rate is provided to Customer as reference that the Interest Rate of the Deposit is based on such Deposit Rate plus Premium Rate;

"Eligible Currency" means such currency as may be determined by the Bank from time to time;

"European" means the observation of the performance of the relevant exchange rate on the Final Exchange Rate Fixing Date;

"Final Exchange Rate" means the rate of conversion between the Deposit Currency and the Linked Currency on the Final Exchange Rate Fixing Date as determined by the Bank and notified to the Customer. For the avoidance of doubt, for Deposit involving Renminbi, the Final Exchange Rate refers to the exchange rate between offshore Renminbi and the other currency;

"Final Exchange Rate Fixing Date" means the Maturity Date of the Deposit, or such other Business Day as may be determined by the Bank (as the case may be);

"Fixing Rate" means the relevant exchange rate determined by the Bank on Deposit Date based on the relevant Reuters page and time specified in the documents issued to the Customer, otherwise determined by the Bank at the time as agreed between the Bank and the Customer;

"Initial Exchange Rate" means the rate of conversion between the Deposit Currency and the Linked Currency on the Deposit Date as determined by the Bank and agreed by the Customer. For the avoidance of doubt, for Deposit involving Renminbi, the Initial Exchange Rate refers to the exchange rate between offshore Renminbi and the other currency;

"Integrated Account" means any account maintained by the Customer with the Bank and designated by the Bank from time to time as an Integrated Account;

"Interest Amount" means the amount of interest determined by the Bank and agreed by the Customer to be payable on the Deposit in respect of the Deposit Period;

"Interest Rate" means the interest rate determined by the Bank and agreed by the Customer to be the interest rate applicable to the Deposit;

"Knock-out Level" means the level determined by the Bank that if the relevant exchange rate (for the avoidance of doubt, for Deposit involving Renminbi, the relevant exchange rate refers to the exchange rate between offshore Renminbi and the other currency) on a specified date has triggered such level, subject to the terms and details in the relevant document issued to Customer, the Deposit shall be early matured;

"Linked Currency" means the currency agreed between the Customer and the Bank to be the alternative currency linked to the Deposit which shall be an Eligible Currency other than the Deposit Currency;

"Maturity Date" means the date agreed between the Customer and the Bank to be the maturity date for the Deposit, subject to the Bank's determination in accordance with Clause 4a;

"Minimum Deposit Amount" means such amount as determined by the Bank from time to time to be the minimum amount for a deposit to be made under these Terms and Conditions;

"Premium Rate" means the rate that Customer will receive in addition to the Deposit Rate upon maturity of the Deposit, and such rate is provided to Customer as reference that the Interest Rate of the Deposit is based on the Deposit Rate plus such Premium Rate;

"Principal Amount" means the principal amount of the Deposit which must not be less than the Minimum Deposit Amount;

"Renminbi Account" means, the Renminbi Account maintained by the Customer with the Bank;

"Safety Line Exchange Rate" means the level (expressed as the rate of conversion between the Deposit Currency and the Linked Currency) determined by the Bank that if the relevant exchange rate on a specified date has triggered such level, subject to the terms and details in the relevant document issued to Customer, the currency for settlement of the Deposit may be different. For the avoidance of doubt, for Deposit involving Renminbi, the relevant level and exchange rate refer to the rate of conversion and exchange rate between offshore Renminbi and the other currency respectively; and

15.2 In the event of any discrepancy between the English and the Chinese versions of these Terms and Conditions, the English version shall prevail.

16 Use of data

To enable the Bank to consider whether to provide the Customer with any services under these Terms and Conditions, the Customer is required to supply to the Bank from time to time personal data and/or other information of the Customer and, where applicable, any director, authorized signatory and/or other office or representative of the Customer (the "Data") and failure to do so may result in the Bank's inability to provide such service. The Data will be used for considering the Customer's request and subject to the Bank's agreeing to provide such service, the Data and details and all information relating to transactions or dealings with the Bank will be used in connection with the provision of such service to the Customer.

The Customer acknowledges and agrees (for and on behalf of the Customer and, where applicable, each director, authorized signatory and/or other officer or representative to the Customer) that

- (i) all Data and information relating to the Customer and an individual which are provided by the Customer and/or such individual at the request of the Bank or collected in the course of dealings between the Customer or such individual and the Bank may be held, used, processed and disclosed by the Bank for such purposes and to such persons in accordance with the Bank's policies on use and disclosure of personal data as set out in statements, circulars, notices or terms and conditions made available by the Bank to Customers and other individuals from time to time;
- (ii) the Data may be disclosed to, or held, used and processed by any debt collection agency, credit reference agency or similar service provider for purpose of verifying such Data or enabling them to provide such Data to other institutions: (a) in order that they may carry out credit and other status checks; and (b) to assist them to collect debts;
- (iii) the Bank may transfer the Data outside the Hong Kong Special Administrative Region, conduct matching procedures (as defined in the Personal Data (Privacy) Ordinance) using the Data and such other personal data and information relating to the Customer and/or relevant individual, and provide banker's or credit reference in respect of the Customer and/or such individual.

The Customer has the right to request access to and correction of any of the Data or to request the Data not to be used for direct marketing purpose. Any request may be made in writing and addressed to the Data Protection Officer of Hang Seng Bank Limited, 83 Des Voeux Road Central, Hong Kong or by facsimile at such facsimile number as the Bank may from time to time prescribe. The Bank will comply with such request unless the Bank may or is required to refuse to do so under the applicable law and regulations.

CURRENCY-LINKED CAPITAL PROTECTED INVESTMENT DEPOSIT

Terms and Conditions

1. Each Currency-Linked Capital Protected Investment Deposit ("CPI Deposit") is accepted by the Bank from the relevant Customer on the basis that (i) before committing to place the relevant CPI Deposit with the Bank, such Customer has carefully read and fully understood and accepted the contents of the Important Facts Statement and term sheet for such CPI Deposit and these Terms and Conditions to which such CPI Deposit apply, (ii) such Customer has taken whatever financial, legal and other advice as it considers appropriate in connection with its decision to place the relevant CPI Deposit and has made its independent judgment and assessment with regard to such CPI Deposit and (iii) the Customer acknowledges and accepts that earnings on the CPI Deposit are limited to the Return (if any) or Coupon (if any) payable; there is an inherent risk that (a) (for CPI Deposit where the "Type of Investment" is "with Potential Multi-Coupon", no Coupon will be payable to it in respect of the relevant CPI Deposit on any Coupon Distribution Date and only the Guaranteed Principal will be payable to it in respect of the relevant CPI Deposit on the Maturity Date; or (b) (for other types of CPI Deposit) no Return and only the Guaranteed Principal, will be payable to it in respect of the relevant CPI Deposit on the Maturity Date, if the prevailing market conditions operate against the Customer's prediction of the movement of the relevant currency exchange rate; (iv) only the Redemption Amount of the CPI Deposit will be payable to the Customer on the Maturity Date and that the Bank does not represent or warrant any possible gain (other than those specified herein) or (if the Principal Guarantee Percentage is less than 100%) there will not be any possible loss of the principal.
2. The Bank shall be entitled, at its discretion, to prescribe or determine at any time prior to accepting a CPI Deposit from the relevant Customer all or any of the following terms which are to apply to such CPI Deposit and to change, modify or amend any such term provided that any such change, modification or amendment is duly communicated to such Customer prior to the Bank accepting such CPI Deposit:
 - (i) the Eligible Currencies which can be the respective Linked Currency 1, Linked Currency 2 and the Deposit Currency for the relevant CPI Deposit;
 - (ii) the minimum and/or maximum amounts in which the relevant CPI Deposit can be made;
 - (iii) the applicable Offer Period and Cut-off Time;
 - (iv) the applicable Start Date and Maturity Date;
 - (v) the applicable Initial Exchange Rate, Trigger Level, Lower Barrier, Lower Barrier 1, Lower Barrier 2, Upper Barrier, Upper Barrier 1 and/or Upper Barrier 2;
 - (vi) the applicable Minimum Return Rate or Minimum Coupon Rate;
 - (vii) the applicable Potential Return Rate, Potential Return Rate 1 and/or Potential Return Rate 2; Potential Coupon Rate, Potential Coupon Rate 1 and/or Potential Coupon Rate 2;
 - (viii) the applicable Principal Guarantee Percentage;
 - (ix) the applicable Coupon Distribution Frequency and Observation Period(s); and
 - (x) the applicable Coupon Determination Date(s), Final Exchange Rate Determination Day, Observation Day, Fixing Day, Fixing Time and Expected Coupon Distribution Date;
3. The Customer shall, at the time of applying to the Bank to place a CPI Deposit, elect on the following terms which are to apply to the relevant CPI Deposit and clearly notify the Bank of such elections in such form and in such manner as the Bank may prescribe and all such elections, once accepted by the Bank, shall be irrevocable and binding on the Customer:
 - (i) the term of the relevant CPI Deposit (the "Deposit Period");
 - (ii) Linked Currency 1;
 - (iii) Linked Currency 2;
 - (iv) Principal Guarantee Percentage; and
 - (v) Type of Investment.
4. Persons intending to place a CPI Deposit may be required to complete an application form from time to time provided by the Bank for such purpose and return such application form, duly completed, to the Bank within such time and by such means as the Bank may require for such CPI Deposit. The Bank has an absolute discretion to accept or reject in whole or in part any application for placing a CPI Deposit. The Bank shall have the right, at its discretion and at any time, to change any procedure or otherwise prescribe alternative or new procedures for receiving application from any potential depositor in respect of any CPI Deposit or accept any application which has been made in any manner or by any means other than that prescribed by the Bank. For the purpose of making a CPI Deposit, the Customer shall place an Initial Deposit within the applicable Offer Period. Such Initial Deposit will be accepted by the Bank as a time deposit the maturity date of which shall coincide with and fall on the intended Start Date of the relevant CPI Deposit and interest on such Initial Deposit shall accrue at such rate as the Bank may determine at its discretion from time to time. The Customer shall not be entitled to withdraw any such Initial Deposit pending the applicable maturity date. The Customer irrevocably authorises the Bank to uplift such Initial Deposit on the applicable maturity date and place it as a CPI Deposit on behalf of the Customer upon the fulfilment to the reasonable satisfaction of the Bank of the conditions precedent(s) which may be specified by the Bank from time to time and the Bank will pay any interest accrued on such Initial Deposit to the Customer in such manner as the Customer and the Bank may agree. Unless otherwise specified by the Bank, such conditions precedent will include the successful establishment of any hedge by the Bank for the relevant CPI Deposit on or before the relevant Start Date and the absence of any Disruption Event on the relevant Start Date. Such conditions precedent may also include, without limitation, the successful determination by the Bank of, amongst others, the Initial Exchange Rate and the Trigger Level.
5. (i) Only the Redemption Amount will be payable on a CPI Deposit on the Maturity Date (subject to adjustment in accordance with Clause 7). Where the Principal Guarantee Percentage in respect of a CPI Deposit is less than 100%, the Redemption Amount payable on the Maturity Date (subject to adjustment in accordance with Clause 7) may be less than the principal of such CPI Deposit. No interest or any other amount is payable on the maturity of a CPI Deposit.

- (ii) Early withdrawal of any CPI Deposit is subject to the Bank's approval. If the Bank in its sole discretion decides to allow a Customer to withdraw a CPI Deposit prior to the relevant Maturity Date, the Bank shall be entitled to attach such terms and conditions as the Bank may deem appropriate for its approval of such early withdrawal request. The Bank shall be entitled to deduct from the Principal Amount of the relevant CPI Deposit and any other amount which may have accrued to the Customer on the date of early termination (i) the cost to the Bank of unwinding any related underlying hedging arrangements entered into in respect of such CPI Deposit (such as, but not limited to, any market bid/offer currency exchange rate spread, interest rate spread and any ancillary cost in relation to such unwinding) whether or not such hedging is held directly by the Bank or indirectly through an affiliate and/or (ii) any broken funding and/or replacement liquidity costs and/or (iii) any other appropriate costs, all as determined by the Bank acting in good faith and in a commercially reasonable manner and/or (iv) if the CPI deposit is withdrawn/early terminated, Customer will no longer be entitled to any Coupon or Return in respect of the CPI Deposit.
- (iii) If the Bank in its sole and absolute discretion determines that adverse and/or abnormal market conditions exist in the relevant foreign exchange market(s) of Linked Currency 1 and/or Linked Currency 2 and/or the Deposit Currency or the Customer has breached or is not in compliance with any of these terms and conditions and/or (if applicable) the Renminbi Account Terms and Conditions, the Bank may (but is not obliged to) at any time thereafter designate a date as the new Maturity Date for the CPI Deposit for all purposes and all other terms in these Terms and Conditions shall be construed accordingly. Such determination and designation of the new Maturity Date by the Bank shall be conclusive and binding on the Customer and, unless otherwise agreed in writing, the Bank does not, and shall not, have any obligation or responsibility whatsoever to notify or provide any warning to the Customer in advance of any determination, designation or other action or potential action by the Bank under this Clause. The Bank will notify those Customers who are affected by such change of the new Maturity Date. For the avoidance of doubt, the Bank's right to accelerate the CPI Deposit under this Clause shall be continuing and shall not be prejudiced or limited or otherwise lost even where, before the exercise of that right, one or more of the events specified above has ceased to be operating.
6. The Return (if any) or Coupon (if any) payable on a CPI Deposit will be payable in the Deposit Currency and will be calculated by the Bank as follows or in such other manner as the Bank may notify the Customer from time to time, such calculation to be conclusive and binding on the Customer (except for manifest error):
- (i) for CPI Deposits where the Type of Investment is "Bullish of Linked Currency 1" or "Bearish of Linked Currency 2" :
- (a) (American style) Return = Guaranteed Principal x Minimum Return Rate (which may be zero), provided that the Minimum Return Rate will be deemed to be the Potential Return Rate if the Exchange Rate is equal to or above the Trigger Level at any time during the Observation Period;
- (b) (European style) Return = Guaranteed Principal x Potential Return Rate, provided that the Potential Return Rate will be deemed to be the Minimum Return Rate (which may be zero) if the Final Exchange Rate is below the Trigger Level;
- (ii) for CPI Deposits where the Type of Investment is "Bearish of Linked Currency 1" or "Bullish of Linked Currency 2" :
- (a) (American style) Return = Guaranteed Principal x Minimum Return Rate (which may be zero), provided that the Minimum Return Rate will be deemed to be the Potential Return Rate if the Exchange Rate is equal to or below the Trigger Level at any time during the Observation Period;
- (b) (European style) Return = Guaranteed Principal x Potential Return Rate, provided that the Potential Return Rate will be deemed to be the Minimum Return Rate (which may be zero) if the Final Exchange Rate is above the Trigger Level;
- (iii) for CPI Deposits where the Type of Investment is "Range Investment" :
- (a) (American style) Return = Guaranteed Principal x Potential Return Rate, provided that the Potential Return Rate will be deemed to be the Minimum Return Rate (which may be zero) if the Exchange Rate is at or above the Upper Barrier or at or below the Lower Barrier at any time during the Observation Period;
- (b) (European style) Return = Guaranteed Principal x Potential Return Rate, provided that the Potential Return Rate will be deemed to be the Minimum Return Rate (which may be zero) if the Final Exchange Rate is at or above the Upper Barrier or at or below the Lower Barrier;
- (c) (American Double) Return = Guaranteed Principal x Minimum Return Rate (which may be zero), provided that the Minimum Return Rate will be deemed to be (I) Potential Return Rate 1 if the Exchange Rate is above Lower Barrier 1 and below Upper Barrier 1 at all times during the Observation Period or (II) Potential Return Rate 2 if the Exchange Rate is at or below Lower Barrier 1 or at or above Upper Barrier 1 at any time during the Observation Period, but is above Lower Barrier 2 and below Upper Barrier 2 at all times during the Observation Period;
- (d) (European Double) Return = Guaranteed Principal x Minimum Return Rate (which may be zero), provided that the Minimum Return Rate will be deemed to be (I) Potential Return Rate 1 if the Final Exchange Rate is above Lower Barrier 1 and below Upper Barrier 1 or (II) Potential Return Rate 2 if the Final Exchange Rate is at or below Lower Barrier 1 but above Lower Barrier 2, or is at or above Upper Barrier 1 but below Upper Barrier 2.
- (e) (Resettable) Return = Guaranteed Principal x Minimum Return Rate (which may be zero), provided that the Minimum Return Rate will be deemed to be the Potential Return Rate if either (I) the Exchange Rate is above the Lower Barrier and below the Upper Barrier at all times during the Observation Period; or (II) the Exchange Rate has once been at or below the Lower Barrier during the Observation Period but has not been at or above the Upper Barrier before such occurrence and thereafter, the Exchange Rate stays above Lower Barrier 1 and below Upper Barrier 1 for the remaining Observation Period; or (III) the Exchange Rate has once been at or above the Upper Barrier during the Observation Period but has not been at or below the Lower Barrier before such occurrence and thereafter, the Exchange Rate stays above Lower Barrier 2 and below Upper Barrier 2 for the remaining Observation Period.
- (f) (Daily Range Accrual) Return (which may be zero) = Guaranteed Principal x Potential Return Rate x Day Count Factor
- (iv) for CPI Deposits where the Type of Investment is "Bullish of Linked Currency 1 with Potential Multi-Coupon" or "Bearish of Linked Currency 2 with Potential Multi-Coupon" :
- (a) (American style) Coupon (in respect of an Observation Period) = Guaranteed Principal x Minimum Coupon Rate (which may be zero), provided that if at any time during an Observation Period, the Exchange Rate is equal to or above the Trigger Level, Coupon in respect of such Observation Period and the subsequent Observation Period(s) = Guaranteed Principal x Potential Coupon Rate (instead of Guaranteed Principal x Minimum Coupon Rate);
- (b) (European style) Coupon (in respect of a Coupon Determination Date) = Guaranteed Principal x Potential Coupon Rate, provided that the Potential Coupon Rate will be deemed to be the Minimum Coupon Rate (which may be zero) if the relevant Coupon Fixing Rate is below the Trigger Level;

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- (v) for CPI Deposits where the Type of Investment is "Bearish of Linked Currency 1 with Potential Multi-Coupon" or "Bullish of Linked Currency 2 with Potential Multi-Coupon":
- (American style) Coupon (in respect of an Observation Period) = Guaranteed Principal x Minimum Coupon Rate (which may be zero), provided that if at any time during an Observation Period, the Exchange Rate is equal to or below the Trigger Level, Coupon in respect of such Observation Period and the subsequent Observation Period(s) = Guaranteed Principal x Potential Coupon Rate (instead of Guaranteed Principal x Minimum Coupon Rate);
 - (European style) Coupon (in respect of a Coupon Determination Date) = Guaranteed Principal x Potential Coupon Rate, provided that the Potential Coupon Rate will be deemed to be the Minimum Coupon Rate (which may be zero) if the relevant Coupon Fixing Rate is above the Trigger Level;
- (vi) for CPI Deposits where the Type of Investment is "Range Investment with Potential Multi-Coupon":
- (American style) Coupon (in respect of an Observation Period) = Guaranteed Principal x Potential Coupon Rate, provided that if at any time during an Observation Period, the Exchange Rate is at or above the Upper Barrier or at or below the Lower Barrier, Coupon in respect of such Observation Period and the subsequent Observation Period(s) = Guaranteed Principal x Minimum Coupon Rate (which may be zero) (instead of Guaranteed Principal x Potential Coupon Rate);
 - (European style) Coupon (in respect of a Coupon Determination Date) = Guaranteed Principal x Potential Coupon Rate, provided that the Potential Coupon Rate will be deemed to be the Minimum Coupon Rate (which may be zero) if the relevant Coupon Fixing Rate is at or above the Upper Barrier or at or below the Lower Barrier;
- For the avoidance of doubt, whether the above stated situations exist in respect of any CPI Deposit shall be determined in good faith by the Bank. Any such determination shall be conclusive and binding on the Customer.
- In respect of a CPI Deposit, the procedures that will be applicable when a Disruption Event occurs are as follows:
 - if the Bank is not open for business due to a Disruption Event at any time on or throughout a day on which Final Exchange Rate or Coupon Fixing Rate is to be prescribed or determined by the Bank, the Final Exchange Rate or Coupon Fixing Rate may be prescribed or determined, in the sole and absolute discretion of the Bank, at different hours of such day or (as the case may be) the first succeeding Hong Kong Business Day or such other time the Bank considers appropriate;
 - if there is a Disruption Event on the Expected Coupon Distribution Date and/or the Maturity Date (whether or not such Disruption Event exists or continues throughout the Expected Coupon Distribution Date and/or the Maturity Date), the payment of the Coupon (if any) and/or the Redemption Amount in relation to such CPI Deposit may, in the absolute discretion of the Bank, be postponed to the first succeeding Hong Kong Business Day on which there is no Disruption Event;
 - interest on the Guaranteed Principal of the CPI Deposit at the then prevailing rate of interest applicable to the account designated by the Customer and notified to the Bank as the account to which the Redemption Amount of the CPI Deposit is to be payable to the Customer will be credited to the Customer for the period between the Maturity Date and the date on which such CPI Deposit is paid.
 - Any instruction given by or on behalf of a Customer in connection with a CPI Deposit is irrevocable and binding on such Customer and its estate. Where the Customer comprises two or more individuals, any instruction given by or on behalf of the Customer in connection with a CPI Deposit is irrevocable and binding on the surviving Customer(s) in the event of death of any Customer.
 - CPI Deposits are also subject to the Bank's Account Rules - General and Account Rules - Term (Time and Call) and Swap Deposits (the "Account Rules") and (if the Deposit Currency of the CPI Deposit is Renminbi) the terms and conditions (which shall include any information relating to the Renminbi Account issued by the Bank from time to time) governing the Renminbi Account ("Renminbi Account Terms and Conditions") in force from time to time. Where there is any inconsistency between these Terms and Conditions, the Account Rules and (if applicable) the Renminbi Account Terms and Conditions, these Terms and Conditions shall prevail. Where there is any inconsistency between the Account Rules and (if applicable) the Renminbi Account Terms and Conditions, the Renminbi Account Terms and Conditions shall prevail.
 - If a Customer is a holder of an Integrated Account and a CPI Deposit is booked under such Customer's Integrated Account, the terms and conditions governing the Integrated Account ("Integrated Account Terms and Conditions") shall, to the extent applicable, apply to such CPI Deposit in addition to these Terms and Conditions. If the Deposit Currency of a CPI Deposit is Renminbi, such CPI Deposit shall also be subject to the terms and conditions (which shall include any information relating to the Renminbi Account issued by the Bank from time to time) governing the Renminbi Account ("Renminbi Account Terms and Conditions") in force from time to time. Expressions defined in the terms and conditions governing the Integrated Account shall have the same meanings when used in these Terms and Conditions, unless otherwise defined in these Terms and Conditions. Where there is any inconsistency between these Terms and Conditions, the Integrated Account Terms and Conditions and (if applicable) the Renminbi Account Terms and Conditions, these Terms and Conditions shall prevail. Where there is any inconsistency between the Integrated Account Terms and Conditions and (if applicable) the Renminbi Account Terms and Conditions, the Renminbi Account Terms and Conditions shall prevail.
 - Notwithstanding any information and explanation given in respect of the CPI Deposit, the Terms and Conditions herein, Customer is not relying on any communication (written or oral) of the Bank as investment advice, as recommendation to place any CPI Deposit, or otherwise as any assurance of the earnings on the CPI Deposit. Customer shall consider the suitability of his/her placing of the CPI Deposit in the light of the risks involved and show review the termsheet (if any) relating to each particular CPI Deposit the Customer may place. The Bank is not acting as a fiduciary for or an adviser to the Customer in respect of the CPI Deposit.
 - In addition to any rights of set-off the Bank may have as a matter of law or otherwise, the Bank will have the right to (but will not be obliged) without prior notice to the Customer or any other person to set off or apply any obligation of the Customer owed to the Bank (whether or not matured or contingent and whether or not arising under these Terms and Conditions, and regardless of the currency, place of payment or booking office of the obligation) against any obligation of the Bank owed to the Customer (whether or not matured or contingent and whether or not arising under these Terms and Conditions, and regardless of the currency, place of payment or booking office of the obligation).
 - For the purpose of cross-currency set-off, the Bank may convert either obligation at the applicable market exchange rate selected by the Bank on the relevant date. If an obligation is unascertained, the Bank may in good faith estimate that obligation and set off in respect of the estimate, subject to the relevant party accounting to the other when the obligation is ascertained.
 - No person other than the Customer and the Bank will have any right under the Contracts (Rights of Third Parties) Ordinance to enforce or enjoy the benefit of any of the provisions of these Terms and Conditions.
 - Except provided otherwise in these Terms and Conditions, (a) the Bank may revise these Terms and Conditions and/or introduce additional terms and conditions at any time and from time to time and (b) these Terms and Conditions, any revision and/or addition to these Terms and Conditions, any items prescribed under these Terms and Conditions and any other information shall become effective subject to the Bank's notice (for a period of 30 days for any variation affecting fees and charges under the control of the Bank and the liabilities or obligations of the Customer or for such reasonable period as the Bank may prescribe in the case of any other variations) which may be given by display, advertisement or other means as the Bank thinks fit.
 - The amount of tax, if any, deducted from the Redemption Amount or any other amounts (if any) payable hereunder will be advised to the Customer each time the Redemption Amount or any other amount (if any) is paid.

15. The Bank reserves the right to impose fees or 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) which may be applicable from time to time.
16. The CPI Deposit and the benefits of the Customer hereunder are not transferable without the written consent of the Bank, which may be granted or withheld in its sole discretion.
17. (i) All communications and notices delivered personally, sent by post, facsimile transmission, telex or email will be deemed to have delivered to the Customer (where delivered personally) at the time of personal delivery or on leaving it at the address last known to the Bank, (where by post) 48 hours after posting if the address is in Hong Kong and 7 days after posting if the address is outside Hong Kong or (where sent by facsimile transmission, telex or e-mail) on the date of dispatch to the facsimile or telex number or the e-mail address last registered with the Bank.
- (ii) All communications sent by the Customer to the Bank shall be in writing and shall be deemed to have been delivered to the Bank on the day of actual receipt.
18. Each of the provisions under these Terms and Conditions is severable and distinct from the others and, if one or more of such provisions is or becomes illegal, invalid or unenforceable, the legality, validity and enforceability of the remaining provisions shall not be affected or impaired in any way.
19. In these Terms and Conditions:
 "Accrual Days" (where applicable) means, in respect of an Observation Period, the number of Observation Day(s) on each of which the Fixing Rate is equal to the Lower Barrier or Upper Barrier or is higher than the Lower Barrier but lower than the Upper Barrier during that Observation Period.
 "Bank" means Hang Seng Bank Limited and its successors and assigns;
 "Business Day" means a day (other than a Saturday or a Sunday) on which commercial banks and foreign exchange markets settle payments and are open for general business (including dealings in foreign currency and foreign currency deposits) in Hong Kong and the relevant principal financial centre(s) for the Deposit Currency (as determined by the Bank from time to time);
 "Coupon" (where applicable) means, in respect of a CPI Deposit, the amount calculated in accordance with Clause 6 or in such other manner as may be agreed between the Bank and the Customer from time to time;
 "Coupon Fixing Rate" (where applicable) means, in respect of a CPI Deposit, the Exchange Rate on a Coupon Determination Date determined by the Bank at such time and in such manner as described on the term sheet for such CPI Deposit;
 "Coupon Determination Date" (where applicable) means, in respect of a CPI Deposit, the date(s) specified as such in the Bank's term sheet for such CPI Deposit, subject to any adjustment in accordance with these Terms and Conditions;
 "Coupon Distribution Frequency" (where applicable) means, in respect of a CPI Deposit, the coupon distribution frequency as notified by the Bank to the Customer;
 "Customer" means the person or persons making a CPI Deposit and includes the Customer's lawful successors and permitted assigns and the executors and personal representatives of the estate of such Customer. Where the Customer comprises two or more persons (persons to include individuals, associations, companies and the partners of a partnership): (i) references to the Customer shall be deemed to refer to such persons jointly and each of them individually, (ii) any act or omission of one shall be deemed the act or omission of all of them, (iii) they shall be jointly and severally liable to the Bank for the obligations of the Customer in connection with any CPI Deposit, (iv) any communication required to be made to the Customer may be sent to the address last known to the Bank of any one or more of such persons and in which case, such communication shall be deemed to have been duly sent to all of them, and (v) any notice served on any one or more of such persons shall be deemed to have been validly served on all of them. Where the Customer comprises a partnership, the expression shall include the person or persons from time to time carrying on the business of that partnership;
 "Cut-off Time" means, in respect of a CPI Deposit, such time determined by the Bank and notified to the Customer to be the latest time and date by which the Bank must receive the funds for such CPI Deposit;
 "Day Count Factor" (where applicable) means Accrual Days divided by Total Observation Days;
 "Deposit Currency" means, in respect of a CPI Deposit, an Eligible Currency in which such CPI Deposit is denominated;
 "Deposit Period" has the meaning ascribed to it in Clause 3;
 "Disruption Event" means the hoisting of No.8 or higher typhoon signal or the issuing of a "Black" rainstorm warning;
 "Eligible Currency" means any currency or currencies which may be determined by the Bank from time to time as such;
 "Exchange Rate" means, in respect of a CPI Deposit, the exchange rate of Linked Currency 2 for Linked Currency 1, expressed in Linked Currency 2 per one unit of Linked Currency 1 (or any such number of units customarily used in the financial centre the Linked Currency 1), which the Bank determines to be prevailing in the relevant foreign exchange market at the relevant time of determination, such determination to be conclusive and binding on the Customer;
 "Expected Coupon Distribution Date" (where applicable) means, in respect of a CPI Deposit, the date(s) determined by the Bank and notified to the Customer to be the expected date(s) on which Coupon (if any) will be paid to the Customer. If an Expected Coupon Distribution Date is not a Business Day, it shall be postponed to the next Business Day;
 "Final Exchange Rate" (where applicable) means, in respect of a CPI Deposit, the Exchange Rate on the Final Exchange Rate Determination Day determined by the Bank at such time and in such manner as described on the term sheet for such CPI Deposit;
 "Final Exchange Rate Determination Day" (where applicable) means, in respect of a CPI Deposit, the day specified as such in the Bank's term sheet for such CPI Deposit and confirmed in the Bank's advice or confirmation in respect of such CPI Deposit to the Customer, subject to any adjustment in accordance with these Terms and Conditions;
 "Fixing Day" (where applicable) means, in respect of a CPI Deposit, the day prescribed by the Bank and notified to the Customer as the day on which an Observation Period shall end;

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"Fixing Rate" (where applicable) means, in respect of a CPI Deposit, the Exchange Rate on an Observation Day determined by the Bank at such time and in such manner as described on the term sheet for such CPI Deposit; provided that if a Fixing Rate cannot be obtained or determined from the time, price source or manner specified in the relevant term sheet on an Observation Day, the applicable Fixing Rate for that Observation Day will be determined by the Bank in good faith at such other time, price source or manner as the Bank considers appropriate in its sole discretion;

"Fixing Time" (where applicable) means, in respect of a CPI Deposit, the time on the Fixing Day prescribed by the Bank and notified to the Customer at which the Observation Period shall end;

"Guaranteed Principal" means, in respect of a CPI Deposit, an amount equal to the product of (i) the Principal Amount of that CPI Deposit and (ii) the Principal Guarantee Percentage selected by the Customer for that CPI Deposit;

"Hong Kong" means the Hong Kong Special Administrative Region of the People's Republic of China;

"Hong Kong Business Day" means a day (other than a Saturday or a Sunday) on which commercial banks and foreign exchange markets settle payments and are open for general business (including dealings in foreign currency and foreign currency deposits) in Hong Kong;

"Initial Deposit" means, in respect of a CPI Deposit, a deposit placed by the Customer with the Bank within the applicable Offer Period in an amount equal to the Principal Amount of such CPI Deposit;

"Initial Exchange Rate" means the Exchange Rate determined by the Bank on the day, time and manner specified as such in the Bank's term sheet for such CPI Deposit;

"Integrated Account" means any account maintained by the Customer with the Bank and designated by the Bank from time to time as an Integrated Account;

"Linked Currency 1" means, in respect of a CPI Deposit, an Eligible Currency selected by the relevant Customer on or before making the relevant Initial Deposit as Linked Currency 1 for the purpose of such CPI Deposit;

"Linked Currency 2" means, in respect of a CPI Deposit, an Eligible Currency selected by the relevant Customer on or before making the relevant Initial Deposit to be the currency against which Linked Currency 1 shall be valued;

"Lower Barrier", "Lower Barrier 1" and "Lower Barrier 2" (where applicable) means, in respect of a CPI Deposit, the Exchange Rate(s) specified as such in the relevant termsheet and which may be expressed as the product of (i) the Initial Exchange Rate and (ii) such percentage(s) as agreed between the Bank and the relevant Customer on or before the Customer places the relevant Initial Deposit; such Lower Barrier, Lower Barrier 1 and/or Lower Barrier 2 (as the case may be) will be notified to the relevant Customer on or after the relevant Start Date, but the relevant Customer would have been committed to place the relevant CPI Deposit during the applicable Offer Period;

"Maturity Date" means, in respect of a CPI Deposit, the date determined by the Bank at the time the relevant Initial Deposit is made to be the date on which such CPI Deposit is scheduled to mature. If the Maturity Date is not a Business Day, it shall be postponed to the next Business Day;

"Minimum Return Rate" (where applicable) means, in respect of a CPI Deposit, the return rate notified by the Bank to the Customer pursuant to Clause 2. For the avoidance of doubt, the Minimum Return Rate may be zero;

"Minimum Coupon Rate" (where applicable) means, in respect of a CPI Deposit, the coupon rate notified by the Bank to the Customer pursuant to Clause 2. For the avoidance of doubt, the Minimum Coupon Rate may be zero; "Observation Day" (where applicable) shall have the meaning ascribed to it in the relevant Term Sheet;

"Observation Period" (where applicable) means the period(s) shall have the meaning ascribed to it in the term sheet;

"Offer Period" means, in respect of a CPI Deposit, such period up to the Cut-off Time as the Bank may prescribe at its discretion within which an Initial Deposit must be placed in order that a CPI Deposit may be made on the relevant Start Date;

"Potential Return Rate", "Potential Return Rate 1" and "Potential Return Rate 2" (where applicable) means, in respect of a CPI Deposit, the return rate(s) notified by the Bank to the Customer pursuant to Clause 2;

"Potential Coupon Rate", "Potential Coupon Rate 1" and "Potential Coupon Rate 2" (where applicable) means, in respect of a CPI Deposit, the coupon rate(s) notified by the Bank to the Customer pursuant to Clause 2;

"Principal Amount" means, in respect of a CPI Deposit, the amount to be invested by the Customer for such CPI Deposit, as proposed by the Customer and accepted by the Bank;

"Principal Guarantee Percentage" means, in respect of a CPI Deposit, the percentage specified by the Bank on or before the relevant Customer places the Initial Deposit for the purpose of calculating the Guaranteed Principal of that CPI Deposit;

"Redemption Amount" means, in respect of a CPI Deposit, (i) (for CPI Deposit where the "Type of Investment" is "with Potential Multi-Coupon") the sum of the Guaranteed Principal and Coupon (if any) in respect of the last Coupon Determination Date or last Observation Period; or (ii) (for other types of CPI Deposit) the sum of the Guaranteed Principal and the Return (if any), as calculated and determined by the Bank;

"Renminbi Account" means, the Renminbi Account maintained by the Customer with the Bank;

"Return" (where applicable) means, in respect of a CPI Deposit, the amount calculated in accordance with Clause 6 or in such other manner as may be agreed between the Bank and the Customer from time to time;

"Start Date" means, in respect of a CPI Deposit, a date specified by the Bank on which such CPI Deposit may be placed with the Bank in accordance with Clause 4;

"TARGET Business Day" (where applicable) means any day on which the TARGET System is scheduled to open. For the avoidance of doubt, a TARGET Business Day on which the TARGET System does not open shall still be considered as a TARGET Business Day;

"TARGET System" (where applicable) means the Trans-European Automated Real-time Gross settlement Express Transfer system;

"Total Observation Days" (where applicable) means the total number of Observation Day(s) in an Observation Period;

"Trigger Level" (where applicable) means, in respect of a CPI Deposit, the Exchange Rate specified as such, which is the product of (i) the Initial Exchange Rate and (ii) such percentage as agreed between the Bank and the relevant Customer on or before the Customer places the relevant Initial Deposit; such Trigger will be notified to the relevant Customer on or after the relevant Start Date, but the relevant Customer would have been committed to place the relevant CPI Deposit during the applicable Offer Period;

"Type of Investment" means, in respect of a CPI Deposit, a market view of "Bullish of Linked Currency 1", "Bullish of Linked Currency 1 with Potential Multi-Coupon", "Bearish of Linked Currency 1", "Bearish of Linked Currency 1 with Potential Multi-Coupon", "Bullish of Linked Currency 2", "Bullish of Linked Currency 2 with Potential Multi-Coupon", "Bearish of Linked Currency 2", "Bearish of Linked Currency 2 with Potential Multi-Coupon", "Range Investment" or "Range Investment with Potential Multi-Coupon" as selected by the relevant Customer on or before making the relevant Initial Deposit; and

"Upper Barrier", "Upper Barrier 1" and "Upper Barrier 2" (where applicable) means, in respect of a CPI Deposit, the Exchange Rate(s) specified as such in the relevant termsheet and which may be expressed as the product of (i) the Initial Exchange Rate and (ii) such percentage(s) as agreed between the Bank and the relevant Customer on or before the Customer places the relevant Initial Deposit; such Upper Barrier, Upper Barrier 1 and/or Upper Barrier 2 (as the case may be) will be notified to the relevant Customer on or after the relevant Start Date, but the relevant Customer would have been committed to place the relevant CPI Deposit during the applicable Offer Period.

20. These Terms and Conditions shall be governed by and construed in accordance with the laws of Hong Kong. The Customer submits to the non-exclusive jurisdiction of Hong Kong courts. In the event of discrepancy between the English and Chinese versions of these Terms and Conditions, the English version shall prevail.

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21. Use of data

To enable the Bank to consider whether to provide the Customer with any services under these Terms and Conditions, the Customer is required to supply to the Bank from time to time personal data and/or other information of the Customer and, where applicable, any director, authorized signatory and/or other office or representative of the Customer (the "Data") and failure to do so may result in the Bank's inability to provide such service. The Data will be used for considering the Customer's request and subject to the Bank's agreeing to provide such service, the Data and details and all information relating to transactions or dealings with the Bank will be used in connection with the provision of such service to the Customer.

The Customer acknowledges and agrees (for and on behalf of the Customer and, where applicable, each director, authorized signatory and/or other officer or representative to the Customer) that

- (i) all Data and information relating to the Customer and an individual which are provided by the Customer and/or such individual at the request of the Bank or collected in the course of dealings between the Customer or such individual and the Bank may be held, used, processed and disclosed by the Bank for such marketing and other purposes and to such persons in accordance with the Bank's policies on use and disclosure of personal data as set out in statements, circulars, notices or terms and conditions made available by the Bank to Customers and other individuals from time to time;
- (ii) the Data may be disclosed to, or held, used and processed by any debt collection agency, credit reference agency or similar service provider for purpose of verifying such Data or enabling them to provide such Data to other institutions: (a) in order that they may carry out credit and other status checks; and (b) to assist them to collect debts;
- (iii) the Bank may transfer the Data outside the Hong Kong Special Administrative Region, conduct matching procedures (as defined in the Personal Data (Privacy) Ordinance) using the Data and such other personal data and information relating to the Customer and/or relevant individual, and provide banker's or credit reference in respect of the Customer and/or such individual.

The Customer has the right to request access to and correction of any of the Data or to request the Data not to be used for direct marketing purpose. Any request may be made in writing and addressed to the Data Protection Officer of Hang Seng Bank Limited, 83 Des Voeux Road Central, Hong Kong or by facsimile at such facsimile number as the Bank may from time to time prescribe. The Bank will comply with such request unless the Bank may or is required to refuse to do so under the applicable law and regulations.

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Hang Seng Bank Limited (the “Bank”)

* Notice to Customers and Other Individuals relating to the Personal Data (Privacy) Ordinance (the “Ordinance”)

1. From time to time, it is necessary for customers and various other individuals (including without limitation applicants for banking/financial services and banking/credit facilities, sureties and persons providing security or guarantee for banking/credit facilities, shareholders, directors, controlling persons, officers and managers of a corporate customer or applicant, partners or members of a partnership, beneficial owner, trustee, settlor or protector of a trust, account holder of a designated account, payee of a designated payment, representative, agent or nominee of a customer, or any other persons with whom a customer has a relationship that is relevant to the customer's relationship with the Bank) (collectively “data subjects”) to supply the Bank with data in connection with various matters such as the opening or continuation of accounts and the establishment or continuation of banking/credit facilities or provision of related banking/financial services or compliance with any laws, guidelines or requests issued by regulatory or other authorities.
2. Failure to supply such data may result in the Bank being unable to approve the opening of or continue accounts or establish or continue banking/credit facilities or provide related banking/financial services.
3. It is also the case that data are collected from (i) data subjects in the ordinary course of the continuation of the banking/financial relationship (for example, when data subjects write cheques, deposit money or apply for credit), (ii) a person acting on behalf of the data subjects whose data are provided, and (iii) other sources (for example, information obtained from credit reference agencies). Data may also be generated or combined with other information available to the Bank or any member of the HSBC Group (“**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).
4. The purposes for which data may be used are as follows:
 - (i) considering applications for products and services and the daily operation of the banking/financial products, services and banking/credit facilities provided to data subjects;
 - (ii) conducting credit checks at the time of application for credit and at the time of regular or special reviews which normally will take place one or more times each year;
 - (iii) creating and maintaining the Bank's credit scoring models;
 - (iv) assisting other financial institutions to conduct credit checks and collect debts;
 - (v) ensuring ongoing credit worthiness of data subjects;
 - (vi) designing banking/financial services or related products for data subjects' use;
 - (vii) marketing services, products and other subjects (please see further details in paragraph 7 below);
 - (viii) determining the amount of indebtedness owed to or by data subjects;
 - (ix) the enforcement of data subjects' obligations, including without limitation the collection of amounts outstanding from data subjects and those providing security or guarantee for data subjects' obligations;
 - (x) meeting obligations, requirements or arrangements, whether compulsory or voluntary, of the Bank or any of its branches or any member of the HSBC Group to comply with, or in connection with:
 - (a) 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**”);
 - (b) 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 and any international guidance, internal policies or procedures;
 - (c) any present or future contractual or other commitment with local or foreign legal, regulatory, judicial, administrative, public or law enforcement body, or governmental, 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 the Bank or any of its branches or any member of the HSBC Group; or
 - (d) 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 obligations of the Bank or 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 any obligations of the Bank or any member of the HSBC Group to comply with any demand or request from the Authorities;
 - (xiv) enabling an actual or proposed assignee of the Bank, or participant or sub-participant of the Bank's rights in respect of the data subject to evaluate the transaction intended to be the subject of the assignment, participation or sub-participation;
 - (xv) exchanging information with merchants accepting credit cards issued by the Bank (each a “merchant”) and co-branding partners;
 - (xvi) verifying data subjects' identities with any card acquirer of a merchant in connection with any card transactions; and
 - (xvii) purposes relating thereto.

5. Data held by the Bank or a member of the HSBC Group relating to a data subject will be kept confidential but the Bank or a member of the HSBC Group may provide such information to the following parties (whether within or outside Hong Kong) for the purposes set out in paragraph 4 above:
- (i) any agents, contractors, sub-contractors, service providers or associates of the HSBC Group (including their employees, directors, officers, agents, contractors, service providers, and professional advisers);
 - (ii) any third party service provider who provides administrative, telecommunications, computer, payment, debt collection or securities clearing or other services to the Bank in connection with the operation of its business (including their employees, directors and officers);
 - (iii) any Authorities;
 - (iv) any person under a duty of confidentiality to the Bank including a member of the HSBC Group which has undertaken to keep such information confidential;
 - (v) the drawee bank providing a copy of a paid cheque (which may contain information about the payee) to the drawer;
 - (vi) any persons acting on behalf of an individual 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 the customer has an interest in securities (where such securities are held by the Bank or any member of the HSBC Group) or a person making any payment into the customer's account;
 - (vii) credit reference agencies, and, in the event of default, to debt collection agencies;
 - (viii) any person to whom the Bank or any of its branches 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 4(x), 4(xi) or 4(xii);
 - (ix) any actual or proposed assignee of the Bank or participant or sub-participant or transferee of the Bank's rights in respect of the data subject;
 - (x) any card acquirer of a merchant; and
 - (xi)
 - (a) any member of the HSBC Group;
 - (b) third party financial institutions, insurers, credit card companies, securities and investment services providers;
 - (c) third party reward, loyalty, co-branding or privileges programme providers or merchants;
 - (d) co-branding partners of the Bank and/or any member of the HSBC Group (the names of such co-branding partners can be found in the application form(s) for the relevant services and products, as the case may be);
 - (e) charitable or non-profit making organisations; and
 - (f) external service providers (including but not limited to mailing houses, telecommunication companies, telemarketing and direct sales agents, call centres, data processing companies and information technology companies) that the Bank engages for the purposes set out in paragraph 4 (vii) above.

Such information may be transferred to a place outside Hong Kong.

6. With respect to data in connection with mortgages applied by a data subject (whether as a borrower, mortgagor or guarantor and whether in the data subject's sole name or in joint names with others) on or after 1 April 2011, the following data relating to the data subject (including any updated data of any of the following data from time to time) may be provided by the Bank, on its own behalf and/or as agent, to a credit reference agency:
- (i) full name;
 - (ii) capacity in respect of each mortgage (as borrower, mortgagor or guarantor, and whether in the data subject's sole name or in joint names with others);
 - (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 or registered office 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 (other than due to a bankruptcy order), write-off due to a bankruptcy order); and
 - (ix) if any, mortgage account closed date in respect of each mortgage.

The credit reference agency will use the above data supplied by the Bank for the purposes of compiling a count of the number of mortgages from time to time held by the data subject with credit providers in Hong Kong, as borrower, mortgagor or guarantor respectively and whether in the data subject's sole name or in joint names with others, for sharing in the consumer credit database of the credit reference agency by credit providers (subject to the requirements of the Code of Practice on Consumer Credit Data approved and issued under the Ordinance).

7. **USE OF DATA IN DIRECT MARKETING**

The Bank intends to use a data subject's data in direct marketing and the Bank requires the data subject's consent (which includes an indication of no objection) for that purpose. In this connection, please note that:

- (i) the name, contact details, products and services portfolio information, transaction pattern and behaviour, financial background and demographic data of a data subject held by the Bank from time to time may be used by the Bank in direct marketing;
- (ii) the following classes of services, products and subjects may be marketed:
 - (a) financial, insurance, credit card, banking and related services and products;
 - (b) reward, loyalty or privileges programmes and related services and products;
 - (c) services and products offered by co-branding partners of the Bank and/or any member of the HSBC Group (the names of such co-branding partners can be found in the application form(s) for the relevant services and products, as the case may be); and
 - (d) donations and contributions for charitable and/or non-profit making purposes;

- (iii) the above services, products and subjects may be provided or (in the case of donations and contributions) solicited by the Bank and/or:
 - (a) any member of the HSBC Group;
 - (b) third party financial institutions, insurers, credit card companies, securities and investment services providers;
 - (c) third party reward, loyalty, co-branding or privileges programme providers or merchants;
 - (d) co-branding partners of the Bank and/or any member of the HSBC Group (the names of such co-branding partners can be found in the application form(s) for the relevant services and products, as the case may be); and
 - (e) charitable or non-profit making organisations;
- (iv) in addition to marketing the above services, products and subjects itself, the Bank also intends to provide the data described in paragraph 7 (i) above to other members of the Hang Seng Bank Group for use by them in marketing those services, products and subjects, and the Bank requires the data subject's written consent (which includes an indication of no objection) for that purpose.

If a data subject does not wish the Bank to use or provide his data to other members of the Hang Seng Bank Group for use in direct marketing as described above, the data subject may exercise his opt-out right by notifying the Bank.

8. Under and in accordance with the terms of the Ordinance and the Code of Practice on Consumer Credit Data approved and issued under the Ordinance, any data subject has the right:
 - (i) to check whether the Bank holds data about him and of access to such data;
 - (ii) to require the Bank to correct any data relating to him which is inaccurate;
 - (iii) to ascertain the Bank's policies and practices in relation to data and to be informed of the kind of personal data held by the Bank;
 - (iv) 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; and
 - (v) in relation to any account data (including, for the avoidance of doubt, any account repayment data) which has been provided by the Bank to a credit reference agency, to instruct the Bank, upon termination of the account by full repayment, to make a request to the credit reference agency to delete such account data from its database, as long as the instruction is given within five years of termination and at no time was there any default of payment in relation to the account, lasting in excess of 60 days within five years immediately before account termination. Account repayment data include amount last due, amount of payment made during the last reporting period (being a period not exceeding 31 days immediately preceding the last contribution of account data by the Bank to a credit reference agency), 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 default lasting in excess of 60 days (if any)).
9. In the event of any default of payment relating to an account, unless the amount in default is fully repaid or written off (other than due to a bankruptcy order) before the expiry of 60 days from the date such default occurred, the account repayment data (as defined in paragraph 8 (v) above) may be retained by the credit reference agency until the expiry of five years from the date of final settlement of the amount in default.
10. In the event any amount in an account is written-off due to a bankruptcy order being made against a data subject, the account repayment data (as defined in paragraph 8 (v) above) may be retained by the credit reference agency, regardless of whether the account repayment data reveal any default of payment lasting in excess of 60 days, until the expiry of five years from the date of final settlement of the amount in default or the expiry of five years from the date of discharge from a bankruptcy as notified by the data subject with evidence to the credit reference agency, whichever is earlier.
11. In accordance with the terms of the Ordinance, the Bank has the right to charge a reasonable fee for the processing of any data access request.
12. The person to whom requests for access to data or correction of data or for information regarding policies and practices and kinds of data held are to be addressed is as follows:
 Data Protection Officer
 Hang Seng Bank Limited
 83 Des Voeux Road Central
 Hong Kong
 Fax: (852) 2868 4042
13. The Bank may have obtained a credit report on the data subject from a credit reference agency in considering any application for credit. In the event the data subject wishes to access the credit report, the Bank will advise the contact details of the relevant credit reference agency.
14. Nothing in this Notice shall limit the rights of data subjects under the Ordinance.

Effective Date: 15 June 2014

* Applicable to customers and individuals who have established a relationship with the Bank on or after 16 June 2014, or otherwise consented to this version of Notice. If you have established a relationship with the Bank before 16 June 2014 and have not consented to this version of Notice, please refer to:
https://bank.hangseng.com/1/PA_1_2_S5/content/pws/common/pdfs/notice_e_2013.pdf

Note: In case of discrepancies between the English and Chinese version, the English version shall apply and prevail.