



## Hang Seng Business e-Banking Services Application Form

To : Hang Seng Bank Limited (the "Bank" or "Hang Seng")

Please complete in BLOCK LETTERS, "√" where appropriate. Please return the completed application form (all the pages must be present) to any of our business banking centers or branches, or send to the below address:

Hang Seng Bank Limited - BOS WCAS, 17/F, Hang Seng Tower, 33 Wai Yip Street, Kowloon Bay, Hong Kong.

Check address of business banking center via "Contact Us" on hangseng.com. Enquiry: 2198 8000.

Applicable to:

1. Sole Proprietorship
2. Partnership
3. Limited Companies incorporated under the Companies Ordinance (Cap. 622) (including Company Limited by Shares and Companies Limited by Guarantee)
4. The following organisations (each an "Organisation"),
  - (a) A society registered or exempted from registration under the Societies Ordinance (Cap. 151);
  - (b) A management committee or an incorporated management committee of a school registered under the Education Ordinance (Cap. 279);
  - (c) An owners' corporation registered under the Building Management Ordinance (Cap. 344);
  - (d) The Scout Association of Hong Kong incorporated under the Scout Association of Hong Kong Ordinance (Cap. 1005); or
  - (e) Others: \_\_\_\_\_

Date(DD/MM/YY)

### Important Notice for Hang Seng Business e-Banking Services

- i. Hang Seng Business e-Banking provides an electronic channel to enable the Customer to access and operate its accounts and the Bank's products and services. The Bank may make available a wide range of functions and capabilities from time to time under Hang Seng Business e-Banking to facilitate the access and use of its products and services and/or to provide information about the Bank's products and services ("Functions"). The references to "Hang Seng Business e-Banking Services" or "the Services" in this Application Form means the Hang Seng Business e-Banking channel (including the Functions) and any products and services provided by or via the Bank through Hang Seng Business e-Banking.
- ii. The Bank has the right, in its absolute discretion, to determine and vary from time to time the scope and type of Hang Seng Business e-Banking Services to be made available including, without limitation:
  - a. expanding, modifying or reducing the Hang Seng Business e-Banking Services at any time;
  - b. imposing and varying any restrictions on the use of the Hang Seng Business e-Banking Services such as minimum and maximum daily limits of any transaction or dealing or any type of transactions or dealings which the Customer or the Customer Delegates may conduct by using the Hang Seng Business e-Banking Services; and
  - c. reducing or re-setting daily limits (whether designated by the Customer or the Bank) to a lower value or down to zero if the Customer or the Customer Delegates have not utilised the relevant Hang Seng Business e-Banking Services for a period of time that the Bank may designate from time to time or if the Bank, in its absolute discretion, determines that any daily limit (whether designated by the Customer or the Bank) does not commensurate with the Customer's past account transactions or business needs.

In particular, new products and services (including, without limitation, investment products and services) may be made available via Hang Seng Business e-Banking Services from time to time. To find out all the services provided via Hang Seng Business e-Banking, please visit hangseng.com/bib/e\_service.
- iii. Please note that by choosing Hang Seng Business e-Banking Services:
  - a. The Customer authorises the Primary User(s) and the Secondary User(s) (collectively, the "Customer Delegates") to use the Services to access and operate its accounts, and the Bank's products and services and receive information about the Bank's products and services on behalf of the Customer. The Customer expressly directs the Bank to act on the instructions given by the Customer Delegates from time to time, such instructions and the resulting transactions and dealings shall be binding on the Customer. The Customer is responsible for the careful selection of the Customer Delegates being fully aware that the Customer Delegates are/will be given access to various Functions and other Hang Seng Business e-Banking Services.
  - b. The Customer has duly considered the nature and scope of the Services and the associated risks. In particular, the Customer expressly confirms the following:
    - (1) The Customer Delegate(s) is/are authorised to give instructions to the Bank through the Services to apply or subscribe for products and services available through Hang Seng Business e-Banking presently or in the future (including investment products and services). The Bank is authorised by the Customer to act on such instructions without further notice to or consent from the Customer.
    - (2) The Primary User(s) is/are authorised to perform the management control function in accordance with Part C – Section 1 of this Application Form and, where applicable, designate the Secondary User(s) from time to time. The Bank is authorised by the Customer to accept such designation and act on the instructions given by the Secondary User(s) without further notice to or consent from the Customer.
    - (3) The Customer is responsible for taking appropriate measures, having regard to its circumstances, to monitor and control the appointment and change of the Customer Delegates and to ensure that each Customer Delegate acts within the scope and limits of his/her authority in giving instructions to or dealing with the Bank.
    - (4) The Bank is not under an obligation to verify whether the instructions received from the Customer Delegates through the Services are appropriate for or authorised by the Customer.
    - (5) All Customer Delegates are authorised to access the Functions without specific designation, unless otherwise required by the Bank. The Customer is responsible for the access of the Functions by any Customer Delegate.
    - (6) Communications from the Bank to the Customer Delegates through Hang Seng Business e-Banking or by email or such other means of notification as the Bank considers appropriate will be deemed as received by the Customer.
  - c. For Securities Trading Services and Investment Funds Trading Services, please note that maximum daily limit shall not apply to any of the transaction conducted under the Securities Account(s) and Investment Funds Account(s). Primary User(s) may singly give instructions, operate and enter into transactions under this / these account(s). #Not applicable to Customers which are Organisations
- iv. Please consider carefully before applying Hang Seng Business e-Banking Services. To disable any services provided via Hang Seng Business e-Banking Services, please complete "Hang Seng Business e-Banking Services Amendment/Termination Form (IB2)".
- v. Before submitting this Application Form to any one of the branches of the Bank, please read the relevant terms and conditions and sign the Resolutions, the Related Company Letter of Authority and the Supplementary Form (if applicable). The Resolutions, the Related Company Letter of Authority and the Supplementary Form (if any) must be signed and be returned with this Application Form to the Bank.
- vi. For further enquiries, please call the Bank's Customer Services Representatives at (852) 2198 8000.

### Part A – Customer

Name of Customer (in English)

Principal Account No.

Please designate an integrated account (883), a standalone HKD current, HKD savings, foreign currency current or multi-currency savings account of the Customer with the Bank.

Business Identification Document Type

- Certificate of Incorporation  
(Applicable to limited company incorporated in Hong Kong)
- Business Registration  
(Applicable to all Customers carrying on business in Hong Kong)
- Other Registration Certificate  
(Applicable to any Customers who does not have a Certificate of Incorporation or Business Registration Certificate or company incorporated overseas)

Registration Number

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Principal Account No. \_\_\_\_\_

**Part B – Related Companies** #Not applicable to Customers which are Organisations

A Letter of Authority is required from the Related Company. Please obtain from Hang Seng Bank the necessary documents.

**Related Company I**

Name of Related Company (in English)

Business Identification Document Type

Certificate of Incorporation

Business Registration

Other Registration Certificate

Registration Number \_\_\_\_\_

Date of Hang Seng Business e-Banking  
Related Company Letter of Authority (DD/MM/YY)**Related Company II**

Name of Related Company (in English)

Business Identification Document Type

Certificate of Incorporation

Business Registration

Other Registration Certificate

Registration Number \_\_\_\_\_

Date of Hang Seng Business e-Banking  
Related Company Letter of Authority (DD/MM/YY)**Part C – Company Portfolio and Services Setting****Section 1 – Management Control Setting**

- By One Primary User or any one of the Primary Users singly; or
- By Two Primary Users jointly

The Customer may authorise either one Primary User singly or two Primary Users jointly to control the management control setting ("Management Control Setting") to apply or subscribe for products and services available presently or in the future (including investment products and services), and to set up, modify or delete certain access rights, transaction limits or profiles of the users ("User Profile") and to administer the settings of certain services, products or accounts (the maximum number of Services and Settings) within Hang Seng Business e-Banking Services, unless otherwise specified or required by the Bank.

Customers shall authorise Primary User(s) to perform the Management Control Function in accordance with its articles of association, constitutional documents and any other applicable statutory requirements. Primary User(s) of Customers which are Organisations shall not be entitled to create or appoint Secondary User(s) for the purpose of using the Services.

The Bank may set and vary from time to time without notice the maximum number of and which User Profile and Service Settings can be set up, modified, deleted or administered by the performance of the Management Control Function by the Primary User(s).

**Section 2 – Services & Maximum Portfolio Daily Limits**<sup>Note1</sup>**Cash Management**

Services Setting	Default Limit (HKD)	Maximum Daily Limit(s) (HKD) <sup>Note1</sup>	Limit Set-Up (HKD) <sup>Note1</sup>
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**Fund Transfer**

1.	Fund Transfer (between the Customer's bank accounts maintained with Hang Seng) <sup>Note2</sup>	0	100,000,000	
2.	Fund Transfer (to Other Accounts)			
	Designated Beneficiary Accounts <sup>Note3</sup>	0	20,000,000	
	Non-Designated Beneficiary Accounts <sup>Note4</sup>	0	2,000,000	

**Bill Payment**

3.	Bill Payment <sup>Note5</sup>	3,000	1,000,000	
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Principal Account No. \_\_\_\_\_

**Company Portfolio and Services Setting (Cont.)**

**Section 2 – Services & Maximum Portfolio Daily Limits<sup>Note1</sup> (Cont.)**

**Cash Management (Cont.)**

Services Setting	Default Limit (HKD)	Maximum Daily Limit(s) (HKD) <sup>Note1</sup>	Limit Set-Up (HKD) <sup>Note1</sup>
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**Autopay Services**

HK\$150 per code will be charged for providing additional payment code (free for first 4 payment codes and any additional payment codes required by autoPay service upgrade)

4.	AutoPayment	0	3,000,000	
	<b>Designated AutoPayment Account No.</b> This field is mandatory. Such account must be a current account designated in the Customer's Portfolio. If the Customer fills in a Business Integrated Account Number (with account suffix "883") to this field, the Bank will assign the current account under the Business Integrated Account as the Designated Account. Please use "Hang Seng Business e-Banking Services Supplementary Sheet A" (IB3A) if need additional input fields.		<b>Description of AutoPayment Instruction(s)</b> This field is mandatory. Description requires to reflect the transaction nature, such as: SALARY, BONUS, SERVICE FEE, MISC FEE.	
	1.	_____ - _____ - _____	_____	
	2.	_____ - _____ - _____	_____	
	3.	_____ - _____ - _____	_____	
	4.	_____ - _____ - _____	_____	

5.	AutoCollect	(No maximum daily limit will be applied to this service. Primary User may singly give instructions for AutoCollect transactions.)		
	<b>Description of AutoCollect Instruction(s)</b> This field is mandatory. Such account must be a current account designated in the Customer's Portfolio. If the Customer fills in a Business Integrated Account Number (with account suffix "883") to this field, the Bank will assign the current account under the Business Integrated Account as the Designated Account. Please use "Hang Seng Business e-Banking Services Supplementary Sheet A" (IB3A) if need additional input fields.		<b>Description of AutoCollect Instruction(s)</b> This field is mandatory. Description requires to reflect the transaction nature, such as: SALARY, BONUS, SERVICE FEE, MISC FEE.	
	1.	_____ - _____ - _____	_____	
	2.	_____ - _____ - _____	_____	
	3.	_____ - _____ - _____	_____	
	4.	_____ - _____ - _____	_____	

**MPF and Payroll Services**

Services Setting			
6.	Mandatory Provident Fund (MPF) Services <sup>Note6</sup>	Transaction Limits for Remittance Statement of Primary User(s)	
	MPF Employer ID	MPF Pay Centre ID	Primary User (1)
	_____	_____	Primary User (2)
			_____

Insurance #Not applicable to Customers which are Organisations

Services Setting	
7.	<input type="checkbox"/> Life Insurance <sup>Note7</sup>

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Principal Account No. \_\_\_\_\_

**Company Portfolio and Services Setting (Cont.)**

- Note:
- (1) a. Designated Account in the Company Portfolio and Service Setting Section refers to all existing and future account(s) maintained at The Bank (including the Principal Account but excluding credit card account(s) or such account as the Bank may determine from time to time) under the same Registration Number as the Principal Account and all MPF Service Account(s) and policy(ies) specified in this this Application Form.
  - b. The Maximum Portfolio Daily Limit for the respective Services will be set at the Default Limit unless specified by the Customer otherwise.
  - c. Maximum Daily Limit for 'Fund Transfer to Non-Designated Beneficiary Accounts' and 'AutoPayment' via Hang Seng Business e-Banking will be automatically reset to HK\$0 if no such transaction has been conducted for 12 consecutive months.
  - d. The Bank has the right, in its absolute discretion, to reduce or re-set daily limits (whether designated by the Customer or the Bank) to a lower value or down to zero if the Customer, the Primary User(s) or the Secondary User(s) (if applicable) have not utilised the relevant Hang Seng Business e-Banking Services for a period of time that the Bank may designate from time to time or if the Bank, in its absolute discretion, determines that any daily limit (whether designated by the Customer or the Bank) does not commensurate with the Customer's past account transactions or business needs.
  - (2) This service includes transfers amongst the Designated Accounts of the Customer Portfolio, set up of Time Deposit and trading of "Gold" under Cash Management.
  - (3) a. This service includes transfer from the Designated Accounts to Designated Beneficiary Account(s) maintained with Hang Seng or any other banks. Pre-designation of Beneficiary Account(s) through Hang Seng Business e-Banking is required.
  - b. Pre-designation of Beneficiary Account(s) is not applicable to Bill Payment, Direct Debit Authorisation and/or Autopay Services.
  - (4) This service includes transfer from the Designated Accounts to Non-Designated Beneficiary Account(s) maintained with the "Bank" or any other banks.
  - (5) The limit for Bill Payment may be set in the range of zero to HKD1 million.
  - (6) a. After the remittance statement has been submitted via Hang Seng Business e-Banking for MPF Services, the Customer will not receive any hard copy of remittance statement or confirmation of MPF contributions.
  - b. To set up a new direct debit account, please complete and return the Hang Seng Mandatory Provident Fund - SuperTrust Plus Direct Debit Authorisation (Employer) [HA14]. The Direct Debit Authorisation service is not subject to Portfolio Daily Limits and User Daily Limits.
  - (7) This service includes an insurance overview of the Customer's in force life insurance policy(ies) and the Related Company's(Companies') in force life insurance policy(ies) (if applicable) with Hang Seng Insurance Company Limited.

**Part D – Primary User(s) Set up<sup>Note1</sup>**

	Primary User (1)	Primary User (2)
Name of Primary User (in English)		
Identification Document Type	<input type="checkbox"/> HKID <input type="checkbox"/> Passport <input type="checkbox"/> Others (Please specify : _____)	<input type="checkbox"/> HKID <input type="checkbox"/> Passport <input type="checkbox"/> Others (Please specify : _____)
Identification Document Number		
Short Name (A nickname of 6 alpha-numeric characters)	_____	_____
Mobile Number <sup>Note2</sup>	( )	( )
Email Address <sup>Note2</sup>		
Language Preference	<input type="checkbox"/> Chinese <input type="checkbox"/> English	<input type="checkbox"/> Chinese <input type="checkbox"/> English
Maximum User Daily Limit(s) of Primary User(s) (HKD) <sup>Note3</sup> Apply this limit to each Designated Account	_____	_____
Collection of PIN and Security Device	Each Primary User will require an authentication code, a set of PIN consisting of an alpha and numeric part characters and a Security Device for first-time service registration. The authentication code will be sent via SMS to the mobile phone number specified above. Activation PIN and Security Device will be sent to the address registered under principal account by normal mail.  Please provide the account number if the Customer wishes to <u>receive the PIN and Security Device by the registered address of another Company Account.</u>  _____	

- Note:
1. Each Primary User should be, at the time of nomination, an authorised signatory of one of the Customer's accounts under Hang Seng Business e-Banking.
  2. a. Each Primary User must provide a valid mobile number and email address.
  - b. You will also receive an authentication code via SMS for first time registration purpose.
  - c. This mobile number provided will be used for receiving default Mobile Reminders and e-Alert sent by the Bank by default. The User may change the Channel to Receive Mobile Reminders by logging on to Hang Seng Business e-Banking.
  3. a. This limit is for debit from the account. Primary User(s) will have zero user limits unless specified otherwise. Please indicate zero for enquiry only and cross out remaining spaces.
  - b. This limit is only applicable to current, savings and/or integrated accounts, including the Principal Account, in the name of the Customer as at the date hereof at the branch/branches indicated. Hang Seng will define the type of accounts.
  - c. The Bank has the right, in its absolute discretion, to reduce or re-set daily limits (whether designated by the Customer or the Bank) to a lower value or down to zero if the Customer, the Primary User(s) or the Secondary User(s) have not utilised the relevant Hang Seng Business e-Banking Services for a period of time that the Bank may designate from time to time or if the Bank, in its absolute discretion, determines that any daily limit (whether designated by the Customer or the Bank) does not commensurate with the Customer's past account transactions or business needs.

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**Part E – Declaration**

The Customer confirms that:

- The information provided by the Customer in this Application Form is true, correct and up-to-date and Hang Seng is authorised to communicate and exchange such information with whatever sources it may consider appropriate for the purpose of verifying the same;
- The Customer has read, understood, and agreed to be bound by the provisions of this Application Form, the Terms and Conditions for Hang Seng Business e-Banking Services (the currently in force version is available at [hangseng.com/bible\\_tc](http://hangseng.com/bible_tc)) and the applicable terms and conditions from time to time in force governing the use of the Services, and where the Customer is a limited company or an Organisation, the provisions of this Application Form, the Terms and Conditions for Hang Seng Business e-Banking Services and the applicable terms and conditions from time to time in force governing the use of the Services are approved and accepted by the board of directors or the management or governing body of the Customer (as the case may be) in accordance with the Customer's articles of association or constitutional documents. For the purpose of this Application Form, any reference to "board of directors" means the sole director where there is only one director for a Customer which is a limited company. In respect of a Customer which is an Organisation, "governing body" in this Application Form means, in the case of (i) a society, means the committee or other governing body responsible for its management and operation; (ii) a school, means the management committee or incorporated management committee of the school (as the case may be) established pursuant to the Education Ordinance; (iii) an owners' corporation, means the management committee appointed pursuant to the Building Management Ordinance; (iv) the Scout Association, means the Executive Committee or Council of the region, district or group of the Scout Association (as the case may be); and (v) any other organisation, means the management or other governing body responsible for its management and operation;
- The Customer confirms and agrees that the Customer Delegates will be deemed by HSBC Provident Fund Trustee (Hong Kong) Limited and/or The Hongkong and Shanghai Banking Corporation Limited to have been authorised for the purposes of the Hang Seng Mandatory Provident Fund – SuperTrust Plus as if they were the authorised signatories of the Customer thereof but for the purposes only of operating the MPF Services under the Hang Seng Business e-Banking;
- The Customer shall be solely responsible for the liabilities of the Customer, the Primary User and/or other persons using the Hang Seng Business e-Banking Services arising from or in connection with the use of Hang Seng Business e-Banking Services;
- The Hang Seng Business e-Banking Services are made available to the Customer as an additional communication channel with Hang Seng. Accordingly, the terms and conditions and mandates applicable to each account of the Customer and other agreements and arrangements between Hang Seng and the Customer in relation to the conduct of the Customer's accounts and/or any other transactions between Hang Seng and the Customer will continue to apply;
- The Customer has read, understood and shall be bound by the Notice to Customers and Other Individuals relating to the Personal Data (Privacy) Ordinance, which is available at [hangseng.com/bible\\_notice](http://hangseng.com/bible_notice);
- The Customer agrees and acknowledges that, where Hang Seng considers it necessary or appropriate, Hang Seng may transfer any of its data, details or information and/or that of the Primary User it nominated to any service provider (whether situated in or outside the Hong Kong Special Administrative Region ("HKSAR")) for the purpose of data processing or providing any service on behalf of Hang Seng to the Customer. Where the service provider is situated outside HKSAR in an area where there are less stringent data protection laws, Hang Seng will impose on the service provider confidentiality undertakings substantially similar to the requirements of the data protection laws in HKSAR. Hang Seng will remain responsible for ensuring the confidentiality of such data, details and information of the Customer and that of the Primary User. The Customer warrants that it has informed the Primary User about the contents of this clause and has obtained the Primary User's consent in respect of Hang Seng transfer of the Primary User's data, details and information to service providers whether situated in or outside HKSAR; and
- Hang Seng may deliver the Customer's data to credit reference agency, and in the event of default, to debt collection agency, and provide banker's or credit reference relating to the Customer to financial institutions and/or other persons.

**Part F – Additional Terms governing Capital Protected Investment Deposit / MaxiInterest Investment Deposit**

\*Not applicable to Customers which are Organisations

The Customer agrees to the following additional terms and conditions ("Additional Terms") governing MaxiInterest Investment Deposit and/or Currency-Linked Capital Protected Investment Deposit of Hang Seng.

- The Customer agrees with Hang Seng that the Customer may from time to time place MaxiInterest Investment Deposit and/or Currency-Linked Capital Protected Investment Deposit (each an "Investment Deposit") with Hang Seng to be subject to (i) the MaxiInterest Investment Deposit Terms and Conditions and/or the Currency-Linked Capital Protected Investment Deposit Terms and Conditions (as the case may be) of Hang Seng (each an "Investment Deposit Terms and Conditions"), all as amended and supplemented from time to time; (ii) these Additional Terms; and (iii) the terms and conditions of the account ("Account Terms and Conditions") under which the relevant Investment Deposit is booked or recorded. Where there is any inconsistency between these Additional Terms, the Account Terms and Conditions and the relevant Investment Deposit Terms and Conditions, the relevant Investment Deposit Terms and Conditions shall prevail. Where there is any inconsistency between the Account Terms and Conditions and these Additional Terms, these Additional Terms shall prevail. Unless otherwise defined herein, capitalised terms used under this section shall have the same meaning as defined in the relevant Investment Deposit Terms and Conditions. The latest version(s) of the applicable Investment Deposit Terms and Conditions as at the date hereof are enclosed with this Application Form.
- The Customer confirms that the Customer has received and has read, understood and accepted the applicable Investment Deposit Terms and Conditions, the factsheet / leaflet ("Factsheet") of the Investment Deposit that the Customer agrees to place with Hang Seng, and in particular any risk disclosure statements set out therein.**
- The Customer agrees for Hang Seng to provide or transact with the Customer such foreign exchange trading contracts and here by authorises Hang Seng to call and/or communicate with the Customer by any means for the purpose of, or otherwise in connection with, such foreign exchange trading contracts.
- The Customer is aware of and accept that the risks of the Investment Deposits include:**
  - In respect of Currency-Linked Capital Protected Investment Deposit ("CPI Deposit"):**  
"Earnings on CPI Deposit are limited to the Return or Coupon (if any) payable. There is an inherent risk that only (i) (for CPI Deposit with potential multi-coupon) Coupon calculated at the Minimum Coupon Rate (which may be zero) will be payable to the investors on the Coupon Distribution Date(s) and only the Guaranteed Principal and the Coupon (calculated at the Minimum Coupon Rate (which may be zero)) in respect of the last Coupon Determination Date or last Observation Period will be payable to investors on the Maturity Date; or (ii) (for other types of CPI Deposit) Guaranteed Principal and Return calculated at the Minimum Return Rate (which may be zero) will be payable to investors on the Maturity Date, if market conditions operate against investors. CPI Deposit cannot be withdrawn or terminated by investors prior to the Maturity Date without the Bank's prior consent. Investors will lose the guarantee on Principal and may not be entitled to any Return/Coupon if the CPI Deposit is withdrawn/terminated by investors priority to maturity. The Bank shall be entitled to deduct certain costs of the Bank from the Principal Amount and Return/Coupon of the CPI Deposit upon the early withdrawal/termination of the CPI Deposit and such costs may off-set or even exceed any Return/Coupon that investors may have received in respect of the CPI Deposit. No further Coupon shall be payable to investors if the CPI Deposit is early withdrawn/terminated (applicable to CPI Deposit with potential multi-coupon). Investors may also be liable for any taxes (if any) incurred from investing in the CPI Deposit. The relevant Important Facts Statements CPI Deposit contain fuller risk disclosure statements relating to CPI Deposit. However, potential investors should note that the risks disclosed may not be exhaustive and thus they should consider their own circumstances before making any decision. Potential investors should seek professional advice before placing CPI Deposit if necessary."
  - In respect of MaxiInterest Investment Deposit ("MXI Deposit"):**  
"MXI Deposit is not capital-protected and is not normal time deposit, and thus should not be considered as normal time deposit or its alternative. Earnings of MXI Deposit are limited to the nominal interest payable thereon; investors should seek professional advice where necessary; investors should understand that the risks to be assumed by investors include (i) as the MXI Deposit and the earnings thereon will be paid in the Deposit Currency or the Linked Currency, whichever has depreciated against the other, investors will have to bear the potential losses due to depreciation; (ii) if a MXI Deposit is withdrawn before maturity, investors will also have to bear the costs involved; and (iii) such losses and costs may reduce the earnings and the Principal Amount of the MXI Deposit. Investment in MXI Deposit is subject to the credit risk of the Bank."
- The confirmations and acknowledgements in paragraph 4 above shall be deemed to be repeated by the Customer on each date any transactions in relation to the Investment Deposit is entered into by the Customer with Hang Seng pursuant to the terms and conditions herein and the relevant Investment Deposit Terms and Conditions.
- The rights, powers, remedies and privileges of Hang Seng under these Additional Terms and the relevant Investment Deposit Terms and Conditions (all as amended and supplemented from time to time) shall be cumulative and not exhaustive.

Total number of Supplementary Sheets: \_\_\_\_\_

# Certified Copy of Resolutions

To: Hang Seng Bank Limited (Hong Kong)

Principal Account No. \_\_\_\_\_

Name of Customer	(the "Customer")
Registered Office/Business Address	

WHEREAS: -

- (a) the Customer desires to obtain the services relating to Hang Seng Business e-Banking Services specified in the Application Form which shall include any new services from time to time introduced by Hang Seng Bank Limited (the "Bank") subject to such terms and conditions as the Bank may prescribe from time to time (the "Terms and Conditions"). The Customer is aware of the possible risks involved in connection with using Hang Seng Business e-Banking and has taken note of, and acknowledge the Customer's understanding and agreement to, the "Important Notice for Hang Seng Business e-Banking" in Page 1 above, which has been fully considered by the Customer;
- (b) the Customer intends to authorise its officers, employees and/or agents to use the Services; and
- (c) unless otherwise specified, words and expressions having defined meanings in the Terms and Conditions or in the Application Form shall have the same meanings when used in these Resolutions.

NOW THEREFORE BE IT RESOLVED THAT: -

- 1. The Customer has duly considered the nature and scope of the Services and the associated risks. The Customer accepts and confirms the matters and arrangements set out in the "Important Notice for Hang Seng Business e-Banking Services" on the Application Form.
- 2. the Customer applies to the Bank for the Services and nominates, subject to the Bank's agreement, the account in the name of the Customer the account number of which is specified in the Application Form attached to these Resolutions (the "Application Form") to be the principal account for the purposes of the Services (the "Principal Account");
- 3. the Customer nominates the person(s) whose particulars are set out in Part D of the Application Form to be Primary User(s) to perform singly the Services as specified in Part C of the Application Form except that the Customer may specify the Primary User(s) to perform singly/jointly the Management Control Function specified in Part C of the Application Form.
- 4. (a) the Customer agrees to the Additional Terms governing Investment Deposits specified in Part F of the Application Form. The Customer acknowledges receipt of a copy of the MaxInterest Investment Deposit Terms and Conditions and Currency-linked Capital Protected Investment Deposit Terms and Conditions and the Factsheet of the Investment Deposits that the Customer agrees to place from time to time. The Customer has considered the nature of the relevant Investment Deposit Terms and Conditions and agreed that it is in the best interests of the Customer to enter into them and the transactions as contemplated under the relevant Investment Deposit Terms and Conditions. The Customer has read, understood and accepted the relevant Investment Deposit Terms and Conditions and agreed to be bound by them. The Customer has sufficient knowledge and experience as to be able to evaluate, and has evaluated, the merits and risks and related legal/tax implications of the transactions as contemplated under the relevant Investment Deposit Terms and Conditions. The Customer will also consider the nature, terms and risks of each relevant Investment Deposit and the suitability of the Customer's investment in each relevant Investment Deposit and will give instruction in relation to the relevant Investment Deposit based on its own judgment and at its own risk after reading and understanding all relevant documents of the relevant Investment Deposit. The Customer is aware of and accepts the risks of the Investment Deposits as specified under Part F of the Application Form as well as giving instructions relating to the Investment Deposits via Hang Seng Business e-Banking Services. The Customer is also aware of and accepts the risks of giving instructions relating to the Investment Accounts via Hang Seng Business e-Banking Services (Not applicable to Customers which are Organisations as defined in the Application Form).  
(b) **the Customer authorises the Primary User(s) (but not the Secondary User(s)) to act singly/jointly on behalf of the Customer from time to time to use, transact, subscribe, place, give instructions and accept the relevant termsheet(s) (if applicable) relating to Investment Deposits as specified under Part F of the Application Form, Investment Accounts and Investment Sub-accounts under any Business Integrated Account which carry the same business identification number with the Principal Account that the Customer opened and may in future open with the Bank, any Future Products and Services ("Future Products and Services" refer to all existing and future investment products and services that are available in Hang Seng Business e-Banking Services. Please note that Hang Seng shall have the right to change, add and/or cancel any Future Products and Services from time to time.) and to complete the Risk Profiling Questionnaire via Hang Seng Business e-Banking. Customer agrees that any such instruction, once given by the Primary User(s) cannot be revoked, rescinded or withdrawn and shall be binding on the Customer (Not applicable to Customers which are Organisations as defined in the Application Form).**  
(c) **the Customer also authorises the Bank to debit the settlement amount (which shall include but not limited to any related fees and charges) of the transactions relating to Investment Deposits as specified under Part F of the Application Form, the Investment Accounts and Investment Sub-accounts under any Business Integrated Account which carry the same business identification number with the Principal Account that the Customer opened and may in future open with the Bank, any Future Products and Services designated by the Primary User(s) from time to time (Not applicable to Customers which are Organisations as defined in the Application Form).**  
(d) the Customer, who holds or may in future hold any Securities Account(s) and/or Investment Funds Account(s), which carry(ies) the same business identification number as the Principal Account that the Customer opened and may in future open with Hang Seng, further undertakes that (Not applicable to Customers which are Organisations as defined in the Application Form):
  - (i) the Customer authorises the Primary User(s) (but not the Secondary User(s)) to act singly on behalf of the Customer from time to time to use service(s), make transaction(s), and give instruction(s) relating to any Securities Account(s) (including but not limited to Real-time Quote Service Plan) and/or Investment Funds Account(s) stated above **without transaction limit(s)**. The Customer agrees that any such instruction, once given by the Primary User(s) cannot be revoked, rescinded or withdrawn and shall be binding on the Customer.
  - (ii) the Customer accepts that neither Hang Seng nor any Information Provider(s) warrants, represents or guarantees the sequence, accuracy, truth, reliability, adequacy, timeliness or completeness of any of the Information or the Reports or whether it is fit for any purpose.
  - (iii) (Only Applicable to Securities Account(s)) the Customer confirms that all authorised Primary User(s), who is / are eligible to give instruction in relation to the Customer's Securities account(s) held with the Bank, is / are not residents in the United States of America ("US") or Canada ("CA"), whether for tax, securities laws of the US or CA or for any other purposes. The Customer confirms that the correspondence address(es) of the authorised Primary User(s) is / are not in the US or CA. The Customer also confirms that the authorised Primary User(s) is / are not acting as agent(s) on behalf of any US or CA resident. The Customer undertakes to notify the Bank immediately if any such person(s) of the Customer becomes or is / are deemed to be resident(s) in the US or CA at any future time.
  - (iv) (Only Applicable to Investment Funds Account(s)) the Customer confirms that all authorised Primary User(s), who is / are eligible to give instruction in relation to the Customer's Investment Funds Account(s), held with the Bank, is / are not citizens in the US and residents in the US or CA, whether for tax, securities laws of the US or CA or for any other purposes. The Customer confirms that the correspondence address(es) of the authorised Primary User(s) is / are not in the US or CA. The Customer confirms that the authorised Primary User(s) is / are not acting as agent(s) on behalf of any US citizen and any US or CA resident. The Customer acknowledges the Customer's understanding that the authorised Primary User(s) will have to confirm the above on behalf of the Customer in relation to all authorised Primary User(s) and Authorised Person(s) (if applicable) at time of giving instructions for Investment Funds Account(s). The Customer undertakes to notify the Bank immediately if any such person(s) of the Customer becomes or is / are deemed to be US citizen and resident(s) in the US or CA at any future time.
  - (v) (Only Applicable to Sole Proprietorship / Partnership) the Customer also confirms that all authorised Primary User(s), who is / are eligible to give instruction in relation to the Customer's Securities account(s) and/or Investment Funds Account(s) held with the Bank, is / are not citizens of Korea ("KO") with residential or correspondence address in KO. The Customer acknowledges the Customer's understanding that the authorised Primary User(s) will have to confirm the above on behalf of the Customer in relation to all authorised Primary User(s), the sole proprietor, all partners and Authorised Person(s) (if applicable) at time of giving instructions for Investment Funds Account(s). The Customer undertakes to notify the Bank immediately if any such person(s) of the Customer becomes or is / are deemed to be citizen(s) of KO with residential or correspondence address in KO at any future time.

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5. the Principal Account nominated by the Customer for the time being shall automatically be included in Part C of the Application Form as a Designated Account without specific designation;
6. (a) the Customer authorises the Primary User(s) to use the Services and to operate singly (except that the Customer may specify the Primary User(s) to perform singly/jointly the Management Control Function specified in Part C of the Application Form) through the use of the Services (but not by any other means) the Designated Accounts (as specified in Part C of the Application Form) subject to any applicable limits set out in Part C of the Application Form, in each case irrespective of any contrary provision or arrangement for operating the relevant account (including any transaction limit) currently applicable to such account, and such contrary provision or arrangement shall be deemed to be amended to the extent necessary to authorise the operation of the Designated Accounts through the use of the Services;
- (b) **the Customer authorises the Primary User(s) to have right singly/jointly in creating the Secondary User(s) online in such number acceptable to the Bank for the purpose of using the Services** subject always to the authority designated by the Customer to the Primary User(s) as set out in Part C of the Application Form and paragraph 5(a) above, and subject to the daily aggregate limit of all Secondary User(s) and of the Primary User(s) not to exceed the limit set out in Part C of the Application Form. The Secondary User(s) is/are authorised to use the Services singly or in such other manner and within the applicable authority and approval limit duly authorised by the Primary User(s) and to operate through the use of the Services in the prescribed manner (but not by any other means) the Designated Account and any other accounts which may be designated for him/her/them from time to time by the Primary User(s), in each case irrespective of any contrary provision or arrangement for operating the relevant account (including any transaction limit) currently applicable to such account, and such contrary provision or arrangement shall be deemed to be amended to the extent necessary to authorise the operation of the Designated Accounts through the use of the Services (Not applicable to Customers which are Organisations as defined in the Application Form);
- (c) **applicable for customers who have applied for fund transfers to Designated Beneficiary Accounts**, the Customer authorises the Primary User(s) to act singly/jointly on behalf of the Customer from time to time to designate accounts of third party beneficiary(ies) maintained with the Bank or any other bank ("Designated Beneficiary Account") for receipt of funds debited or transferred from the Designated Accounts of the Customer on Hang Seng Business e-Banking;
- (d) **applicable for customers who have applied for fund transfers to Non-Designated Beneficiary Accounts**, the Customer authorises the Primary User(s) and Secondary User(s) (if applicable) to act singly/jointly on behalf of the Customer from time to time to make debits from, and/or transfers amongst, the Designated Accounts designated for him/her/them and make transfers to any account(s) of any third party maintained with the Bank or any other bank which is/are not designated under paragraph 5(c) above ("Non-Designated Beneficiary Accounts") by using the Services subject to any applicable limits set out in Part C of the Application Form;
- the Designated Beneficiary Accounts and the Non-Designated Beneficiary Accounts are collectively referred to as "Third Party Beneficiary's Account";
7. the use of the Services by the Primary User(s) and the Secondary User(s) (if applicable) is in the commercial interest of the Customer and the Customer expressly acknowledges and confirms that: -
- (a) by nominating any person to be Primary User(s) and any persons to be Secondary User(s) so designated by the Primary User(s), the Customer authorises him/her/them to operate the accounts referred to in paragraph 4 above by using the Services even though such person does not otherwise have authority to operate such accounts by any other means;
- (b) by using the Services, the Primary User(s) and the Secondary User(s) (if applicable) may make debits from, and/or transfers amongst, the Designated Accounts designated for him/her/them and may also make transfers to Third Party Beneficiary's Account. **For Bill Payment and/or Direct Debit Authorisation and/or Autopay Services, the Primary User(s) and the Secondary User(s) (if applicable) may make debits from, and/or transfers amongst, the Designated Accounts designated for him/her/them and may also make transfers to non-designated beneficiary accounts and/or persons, in each case for his/her/their personal use, benefit or purposes;**
- (c) the Primary User (or either one Primary User if Management Control Function to be jointly performed by two Primary Users) including those who can only perform account enquiries, can order cheque book(s) of the designated HKD/USD Current Account(s) under the Company Portfolio through Hang Seng Business e-Banking. The cheque book(s) will be mailed directly to the correspondence address of the said Current Account(s). The Customer also acknowledges that it should be solely responsible for and take care of the usage of the cheque book(s) requested through such channel and ensure cheque issuance is made by authorised person(s) of the Current Account concerned.
- (d) **it is the Customer's responsibility (i) to take appropriate measures, having regard to its circumstances, to monitor and control the use of the Services (including any new service subject to the terms and conditions governing the new service) from time to time, the appointment and change of the Primary User(s) and the Designated Accounts by the Customer, and the appointment and change of the Secondary User(s) by the Primary User(s); and (ii) to adopt proper safeguards to ensure that each Customer Delegate acts within the scope and limits on his/her authority in giving instructions to or dealing with the Bank, and to prevent the Services from being used by unauthorised persons or for unauthorised purposes** including, without limitation, prescribing maximum daily limits or other restrictions on the amounts which a Customer Delegate may debit or transfer from the Designated Accounts designated for him/her; and
- (e) the Bank assumes no duty or liability for verifying the propriety or integrity of any instructions given by the Primary User(s) and the Secondary User(s) (if applicable);
8. **APPLICABLE IF THE CUSTOMER SELECTS TO EXTEND THE SERVICES TO RELATED COMPANIES #Not applicable to Customers which are Organisations as defined in the Application Form**
- (a) **the Customer warrants and confirms to the Bank that the Customer is authorised by the company(ies) within its group whose name(s) is/are set out in Part B of the Application Form (the "Related Company(ies)") to extend the Services to those accounts and/or policies and/or MPF services accounts of the Related Company(ies) designated by the Related Company(ies) from time to time (the "Related Company Designated Accounts").**
- (b) **the Customer further warrants and undertakes that:**
- (i) the Customer and the Related Company(ies) are in the same Group of Companies (which shall mean any 2 or more companies or bodies corporate one of which has interests in the other or others);
- (ii) **it is in the commercial interests of the Customer to extend the Services to the Related Company Designated Accounts; and**
- (iii) **it will forthwith notify the Bank if there is any change of the relationship mentioned in Clause 7(b)(i) in these Resolutions (including but without limitation to any change of the interests the Customer has in the Related Company(ies) or the Related Company(ies) has/have in the Customer (as the case may be);**
- (iv) **it shall notify each Related Company promptly in respect of any new services introduced by the Bank from time to time and shall give immediate written notice to the Bank if the Related Company(ies) do(es) not agree to extend any new services to the Related Company Designated Account(s); and**
- (v) **it shall indemnify the Bank on demand against any claims, losses, damages, liabilities, costs and expenses incurred by the Bank arising from or in connection with the Customer's failure, neglect or omission to comply with any of the above warranties and undertakings;**
- (c) **the Customer understands and agrees that Investment Products and Services will not be extended to the related company and the Bank has sole discretion to refuse or terminate to extend the Services to the Related Company Designated Accounts at any time if it thinks appropriate to do so;**
9. the Customer confirms and agrees that the transaction record (including, without limitation, the Beneficiary Bank and Beneficiary name of fund transfers) conducted through any channels designated by the Bank from time to time (including, without limitation, branch, phone banking and/or ATM services) may be disclosed to Primary User(s) and/or Secondary User(s) (if applicable) via Mobile Reminders (by way of SMS or WeChat messages) and/or e-Alert service; The User may change the Channel to Receive Mobile Reminders by logging on to Hang Seng Business e-Banking.
10. the Customer accepts and undertakes to accept full responsibility for all the debits, transfers and other transactions and dealings effected by the use of the Services (whether authorised by the Customer or not);
11. the Customer understands and accepts that the Application Form (attached herewith) forms part of these Resolutions and the Customer warrants and confirms the Declarations as set out in Part E of the Application Form;
12. each of the Application Form and the applicable terms and conditions from time to time in force governing the use of the Services (including any new service applied or subscribed for or accepted by the Primary User(s) in performing the Management Control Function), shall be and is approved and accepted; and

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13. these Resolutions shall be communicated to the Bank and remain in force until amending resolutions have been passed by the Customer and a copy of the amending resolutions is provided to the Bank, which must be certified by:
- (a) (where the Customer is a sole proprietorship) the sole proprietor;
  - (b) (where the Customer is a partnership) all of the partners;
  - (c) (where the Customer is a limited company with only one director) the sole director;
  - (d) (where the Customer is a limited company with more than one director) each of the directors (including the chairman of the meeting or the chairman of the board of directors) who constituted the quorum for the said amending resolution in accordance with the articles of association or constitutional documents; or
  - (e) (where the Customer is an Organisation)
    - (i) in the case of a management committee or incorporated management committee of a school, the Supervisor of the school together with either the Principal or another Manager of the school who has been approved or registered under the Education Ordinance;
    - (ii) in the case of the Scout Association of Hong Kong, the Regional Treasurer or the District Treasurer of a region or district of the Scout Association together with another office bearer who has been authorised by the Executive Committee of the region or district (or any other management or governing body prescribed by statute or by the constitution and/or rules of the Scout Association from time to time), or at least two officer bearers of a group of the Scout Association who have been authorised by the Group Council or the Group Scouter's Meeting (or any other management or governing body prescribed by statute or the constitution and/or rules of the Scout Association from time to time);
    - (iii) in the case of an Organisation other than (i) or (ii) above, members of the Customer's governing body who constituted quorum for the said Resolutions in accordance with its articles of association or constitutional documents; or
    - (iv) in the case that none of (i), (ii) or (iii) above is applicable, at least two office bearers of the Organisation (including the Chairman and the Secretary or, if there is no Secretary, then another office bearer) and the Treasurer (if any).  
(as the case may be) in accordance with its articles of association, constitutional documents and any other applicable statutory requirements.

I/WE CERTIFY the foregoing to be the true copy of these Resolutions resolved by the Sole Proprietor or the Partners, or as entered into the minute book of the Customer duly passed at a meeting of the board of directors or the members of the governing body of the Customer (as the case may be) in accordance with the articles of association or constitutional documents of the Customer held at \_\_\_\_\_

\_\_\_\_\_ on the \_\_\_\_\_ day of \_\_\_\_\_, or by way of written resolutions of the sole director passed on \_\_\_\_\_ day of \_\_\_\_\_. In respect of a Customer who is an Organisation, "governing body" means, in the case of (a) a society, means the committee or other governing body responsible for its management and operation; (b) a school, means the management committee or incorporated management committee of the school (as the case may be) Registered under the Education Ordinance; (c) an owners' incorporation, means the management committee appointed pursuant to the Building Management Ordinance; (d) the Scout Association, means the Executive Committee or Council of the region, district or group of the Scout Association (as the case may be); and (e) any other organisation, means the management or other governing body responsible for its management and operation.

Dated this \_\_\_\_\_ day of \_\_\_\_\_.

<b>Signature Requirements</b>	
Sole Proprietorship	Signed by Sole Proprietor
Partnership	Signed by ALL Partners
Limited Company	Signed by the Sole Director or each of the Directors (including the Chairman of the meeting) who constituted the quorum for the said Resolutions in accordance with the articles of association or other constitutional documents of the customer.
For a Customer which is an Organisation	<p>The above Resolutions must be signed by:</p> <ul style="list-style-type: none"> <li>(a) in the case of a management committee or incorporated management committee of a school, the Supervisor of the school together with either the Principal or another Manager of the school who has been approved or registered under the Education Ordinance;</li> <li>(b) in the case of the Scout Association of Hong Kong, the Regional Treasurer or the District Treasurer of a region or district of the Scout Association together with another office bearer who has been authorised by the Executive Committee of the region or district (or any other management or governing body prescribed by statute or by the constitution and/or rules of the Scout Association from time to time), or at least two officer bearers of a group of the Scout Association who have been authorised by the Group Council or the Group Scouter's Meeting (or any other management or governing body prescribed by statute or the constitution and/or rules of the Scout Association from time to time);</li> <li>(c) in the case of an Organisation other than (a) or (b) above, members of the Customer's governing body who constituted quorum for the said Resolutions in accordance with its articles of association or constitutional documents; or</li> <li>(d) in the case that none of (a), (b) or (c) above is applicable, at least two office bearers of the Organisation (including the Chairman and the Secretary or, if there is no Secretary, then another office bearer) and the Treasurer (if any).</li> </ul>

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**Signature**

**For and on behalf of the Customer:**

Sole Proprietor / Partner/ Chairman of the Meeting	Partner / Director	Partner / Director	Partner / Director
<b>X</b> _____	<b>X</b> _____	<b>X</b> _____	<b>X</b> _____
Name: _____	Name: _____	Name: _____	Name: _____
Partner / Director	Partner / Director	Partner / Director	Partner / Director
<b>X</b> _____	<b>X</b> _____	<b>X</b> _____	<b>X</b> _____
Name: _____	Name: _____	Name: _____	Name: _____

(For Customers which are Organisations)      (For Customers which are Organisations)

<b>X</b> _____	<b>X</b> _____
Name: _____	Name: _____
Title: _____	Title: _____

For Scout Association, a management committee or incorporated management committee of a school, please also submit "Non-Personal Customers – Supplementary Form to Add / Delete / Change the Details of Relevant Persons" form to update the information of the treasurer of the Scout Association, the Supervisor and Principal of the school.

**For Bank Use**

Transaction Staff ID	Authorised Signature	CAS
Transaction Branch No.		
Referral Staff ID		
Signature / ID Verified		
Checked by		

For the customers who have agreed on the MXI / Currency-Linked CPI / Gold-Linked CPI's terms and conditions, please ensure they have read and understood the following documents:  
 1) MXI / Currency-Linked CPI / Gold-Linked CPI's Factsheet / Product Leaflet(s)  
 2) MXI / Currency-Linked CPI / Gold-Linked CPI's Terms and Conditions

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