

E-Channels Master Customer Agreement for FIs SWIFT only

HSBC*net*

HSBC 

▶ Customer Details

- Full Customer (Company) Name:
- Address:
- Postal Code / PO Box:
- Principal Contact Name:
- E-mail Address:
- Telephone Number:
- Fax Number:
- Type of Profile Security Device Only ¹ Mixed Security ²
(Select any one)
 - ▶ Security Device ▶ Smart Card

▶ Principal Bank and Governing Law

- Principal Bank:
- Governing Law:

This Agreement is governed by and will be construed in accordance with the laws of the jurisdiction named above. Both parties irrevocably submit to the non-exclusive jurisdiction of the courts of that named jurisdiction in respect to any proceedings which may be initiated in connection with this Agreement.

Examples:

1. Customer Location: Hong Kong Principal Bank: The Hongkong and Shanghai Banking Corporation Limited Governing Law: Hong Kong	2. Customer Location: United Kingdom Principal Bank: HSBC Bank plc Governing Law: England and Wales	3. Customer Location: United States Principal Bank: HSBC Bank USA N.A. Governing Law: New York State	4. Customer Location: United Arab Emirates Principal Bank: HSBC Bank Middle East Ltd Governing Law: United Arab Emirates
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▶ Currency of Payment Authorisation Limits

The system permits you to set limits which apply to payments that a User is authorised to send in a Customer Instruction. (This does not affect your ability to issue payments or other transacting instructions in other currencies) Please enter the currency you want payment authorisation limits to be represented in, which applies to all accounts under the profile. Please use ISO currency fields standard (eg USD, EUR, HKD, AED). If left blank, we will use the local currency of the Principal Bank. This is a one time set up and the choice of limits currency cannot be amended, without opening a new profile.

*1 If you have chosen Security Device, Please also complete page 3.

*2 If you have chosen Mixed Security, Please also complete page 4.

• Indicates Mandatory Fields

NOTE: Please cross through any unused sections

▶ Accounts and Services Schedule - Host to Host (H2H)

Please enter the name of the Account Holding Bank and Country for the accounts listed below. You may copy this page if you have accounts with more than one Bank or country

Account Holding Bank:

Account Holding Country:

Please indicate below which of your accounts you wish to make available through the specified e-Channel and for which Service(s). Accounts of Customer Associates should be included in Section 3.

▶ E-Channel

<input type="checkbox"/> SWIFT MACUG	<input type="checkbox"/> FIN ¹	<input type="checkbox"/> FileAct ²
<input type="checkbox"/> SWIFT SCORE	<input type="checkbox"/> FIN ¹	<input type="checkbox"/> FileAct ²
<input type="checkbox"/> SWIFT FI	<input type="checkbox"/> FIN ¹	<input type="checkbox"/> FileAct ²

▶ Services

Please also complete the additional services sections as appropriate

<input type="checkbox"/> HSBC Connect ²	Only File services are available with Connect and Connect to SAP
<input type="checkbox"/> HSBC Connect to SAP ²	

The Customer hereby authorises the Bank to fill in account numbers and to otherwise complete this Accounts and Services Schedule on its behalf and to correct any patent errors herein. (Please check the box in this section, to enable the bank to add the account numbers (if accounts are not yet open) or change the services requested as per availability. Please note that this is a one time authorisation, for this schedule and application only)

▶ Account Details

Branch Code / Name	Account Number	Currency	Account Name	▶ FIN Services¹							▶ File / FileAct Services²												
				MT 101	MT 103	MT 900	MT 910	MT 940	MT 950	MT 942	Others	TRF	PP	ACH	COS	RMS	MT 900	MT 910	MT 940	MT 950	MT 942	Others	
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
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<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Please specify the local account from which you prefer HSBC to debit the fees and/or tariffs.

<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	FIN Other services	<input type="text"/>	File Other services	<input type="text"/>
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▶ FIN Services¹ Please complete this section if you have chosen FIN Services

	Testing and Training (insert T&TBIC/BEI)	In production (insert live BIC/BEI)
SWIFT address of HSBC	<input type="text"/>	<input type="text"/>
SWIFT address of the Customer	<input type="text"/>	<input type="text"/>

▶ FileAct Services² Please complete this section if you have chosen FileAct Services

	Insert live BIC / BEI	Insert Customer / Bank DN	Test Service Name	Production/Live Service Name
Customer	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Bank	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

E-Channel Key :
 SWIFT MACUG - Member Administered Closed User Group for Corporatee
 SWIFT SCORE - Standardized Corporate Environment
 SWIFT FI - SWIFT for Financial Institutions
 HSBC Connect - HSBC's file services solution
 HSBC Connect to SAP - HSBC's Connect powered by SAP NetWeaver

Services Key:
 MT 101 - Single Customer Credit Transfer (SCORE Only)
 MT 103 - Single Customer Credit Transfer
 MT 900 - Confirmation of Debit
 MT 910 - Confirmation of Credit
 MT 940 / 950 - Statement Message
 MT 942 - Interim Transaction Report
 TRF - Inter-account Transfers
 PP - Priority Payments
 ACH - Automated Clearing House Payments
 COS - Cheque Outsourcing Service
 RMS - Receivables Management System

NOTE: Please cross through any unused sections

▶ Customer Associate

This Customer Associate section should be completed for each separate legal entity whose accounts will be reported on each specific E-Channel for the Customer to access.

▶ Customer Details

Full Customer Name
(E-Channel Profile Owner):

E-Channel Customer ID

Principal Bank
(ie. E-Channel Provider):

▶ Customer Associate Letter of Authority

To: Principal Bank (named above)

cc: Account Holding Bank(s) (named above)

The Customer has entered into an agreement with the Principal Bank (the Customer Agreement) under which the Customer may use the relevant E-Channels from time to time to access, view and transact on certain bank accounts. We have appointed the Customer as our agent to access our accounts defined in the Customer Associate Accounts and Services Schedule or such other accounts as may be notified to you by the Customer or Customer Associate from time to time (the Accounts) in accordance with this Customer Associate Letter of Authority.

1. We hereby authorise the Principal Bank and the Account Holding Bank(s) to provide the Customer with access to the Accounts in accordance with this Customer Associate Letter of Authority.
2. We confirm the Customer is entitled to view and transact on and use the other services available via the respective E-Channels from time to time in relation to the Accounts. We confirm the Customer is entitled to agree on our behalf on applicable terms from time to time relating to the access and use of the Accounts.
3. We represent and warrant that we have full legal and corporate authority to appoint the Customer for the purposes stated herein.
4. Whenever We instruct the Principal Bank to provide the Customer with access to an Account in accordance with this letter, We will inform the Customer promptly of the instruction and the relevant Account details.

We shall be bound by all actions of the Customer taken in respect to the Accounts and shall ratify and confirm all things done by the Customer on our behalf in accordance with the purposes stated herein.

The appointment of the Customer shall remain in full force and effect until the day following seven (7) days after the Principal Bank receives written notice of revocation signed by our authorised signatory(ies) or until termination of the appointment of the Customer by operation of law.

We have taken all necessary actions to authorise the entering into of this Customer Associate Letter of Authority, the person(s) who sign below have been duly authorised to sign this Customer Associate Letter of Authority, which, along with such authorisations, are in accordance with the applicable constitutional documents of the Customer Associate.

This Customer Associate Letter of Authority is governed by and will be construed in accordance with the Governing Law set out in the section entitled Principal Bank and Governing Law in Section 1 of the Customer Agreement. The parties irrevocably submit to the non-exclusive jurisdiction of the courts of that named jurisdiction in respect to any proceedings which may be initiated in connection with this Customer Associate Letter of Authority.

Signed for and on behalf of the Customer Associate.

Full Name in BLOCK Letters

Job Title

Signature of Authorised Representative

Date

▶ Customer Associate Details

Customer Associate Name:

Address and Postal Code:

Account holding Bank:

Other Account holding Bank(s) :

From: Customer Associate (named above)

Full Name in BLOCK Letters

Job Title

Signature of Authorised Representative

Date

NOTE: Please cross through any unused sections

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Please enter the name of the Account Holding Bank and Country for the accounts listed below. You may copy this page if you have accounts with more than one Bank or country

Account Holding Bank:

Account Holding Country:

Please indicate below which of your accounts you wish to make available through the specified e-Channel and for which Service(s).

▶ E-Channel

<input type="checkbox"/> SWIFT MACUG	<input type="checkbox"/> FIN ¹	<input type="checkbox"/> FileAct ²
<input type="checkbox"/> SWIFT SCORE	<input type="checkbox"/> FIN ¹	<input type="checkbox"/> FileAct ²
<input type="checkbox"/> SWIFT FI	<input type="checkbox"/> FIN ¹	<input type="checkbox"/> FileAct ²

▶ Services Please also complete the additional services sections as appropriate

<input type="checkbox"/> HSBC Connect ²	Only File services are available with Connect and Connect to SAP
<input type="checkbox"/> HSBC Connect to SAP ²	

The Customer Associate hereby authorises the Bank to fill in account numbers and to otherwise complete this Accounts and Services Schedule on its behalf and to correct any patent errors herein. Please note that this is a one time authorisation, for this schedule and application only, to enable the Bank to correct or add the account numbers (if accounts are not yet open).

▶ Account Details

Branch Code / Name	Account Number	Currency	Account Name
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Branch Code / Name	Account Number	Currency	Account Name
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
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<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

▶ FIN Services¹

MT 101	MT 103	MT 900	MT 910	MT 940	MT 950	MT 942	Others
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<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
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▶ File / FileAct Services²

TRF	PP	ACH	COS	RMS	MT 900	MT 910	MT 940	MT 950	MT 942	Others
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<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
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<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

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MT 940 / 950 - Statement Message	RMS - Receivables Management System
MT 942 - Interim Transaction Report	

NOTE: Please cross through any unused sections

► E-Channels Terms and Conditions

1. Introduction

- 1.1 The Customer wishes to use and receive certain Services provided by the Bank via e-Channels and the Bank is willing to make those Services available to the Customer.
- 1.2 The Customer and the Bank agree that such Services shall be supplied to and used by the Customer subject to the terms and conditions contained in this Agreement.
- 1.3 In this Agreement, the following terms and expressions shall have the meanings ascribed to them as stated below:

Agreement	This agreement, the Terms and Conditions, the schedules, any supplementary terms for the provision of the Services provided to you in writing and the Security Procedures, as may be modified from time to time in accordance with the provisions of this Agreement.
Bank (also we, us, our)	The bank named in this Agreement in the section entitled 'Principal Bank and Governing Law'.
Customer (also you, your, yours)	The customer named in the section of this Agreement entitled 'Customer Details'.
Customer Associate	(a) The associate companies of the Customer named in a Customer Associate agreement or as set out in the section of this Agreement entitled 'Customer Associate'; or (b) the individual named in a 'Customer Associate Letter of Authority (Individual)'.
Customer Instruction	Any advice, request, instruction or communication which is received by the Bank through an e-Channel.
E-Channel (s)	HSBC Group's electronic banking systems, each of which is described in a schedule in this Agreement, and which we may authorise you to access and use from time to time in accordance with the relevant schedule and the other terms of this Agreement.
HSBC Group	HSBC Holdings plc and its subsidiaries and associate undertakings and any of their branches.
Institution	(a) Any member of the HSBC Group (other than the Bank); and (b) any third party financial institution which the Customer has notified to the Bank.
Materials	Any content, tools or other materials (other than software) made available to you.
Security Procedures	The facilities and procedures used to control the operation of each of the e-Channels and Services as set out in this Agreement.
Services	Any electronic banking or related services supplied via an e-Channel and ancillary services that we provide, procure or make available to you from time to time, as may be further described in this Agreement.
Software	Any software supplied by us for use in conjunction with any e-Channel.
Terms and Conditions	The terms and conditions set out in the section of this Agreement entitled 'Terms and Conditions'.
User (s)	Any of your employees, agents and any other individual(s) authorised by the Customer, whom from time to time are appointed to use an e-Channel pursuant to this Agreement.

- 1.4 In this Agreement, references to the singular include the plural and vice versa and clause headings are included for convenience only and do not affect its interpretation.

2. Services

- 2.1 Subject to your compliance with the instructions and procedures set out in this Agreement, we will use reasonable efforts to make the Services available to you. Such Services will be subject to any notifications of any restrictions received by us relating to any such Users from time to time.
- 2.2 You shall communicate with us via your Users. You shall ensure your Users only use the e-Channels and the Services in accordance with all terms of this Agreement and agree to be bound by and observe the terms of this Agreement.
- 2.3 From time to time, we may make available to you enhancements, improvements and upgrades to the existing Services, which shall be governed by the provisions of this Agreement.
- 2.4 From time to time you may require or we may offer to you new e-Channels or Services. We will provide to you in writing any terms applicable to those new e-channels or Services prior to making them available to you, which will form part of this Agreement. If you consent to receiving such new e-Channels or services, then your (or any of your Users') access to or use of any such new e-Channel or services shall be deemed to constitute your acceptance of any such terms.

▶ E-Channels Terms and Conditions ...Continued

3. Customer Instructions

- 3.1 We may treat all apparently valid Customer Instructions received by the Bank through an e-Channel as instructions properly authorised by you, even if made fraudulently and even if they conflict with the terms of any other instructions or mandates given by you at any time concerning your accounts or affairs. We shall be under no obligation to check the authenticity of Customer Instructions or the authority of the person or persons giving them.
- 3.2 Where we have reason to believe that a Customer Instruction purporting to come from you has not been properly authorised by you or that any other breach of security has occurred in relation to your use of an e-Channel, we reserve the right not to act, or to delay acting upon the Customer Instruction and we will inform you as soon as is reasonably possible.
- 3.3 You are responsible for the accuracy and completeness of Customer Instructions (including the appropriate application of the Security Procedures) and for ensuring that they will achieve your intended purpose.
- 3.4 You are responsible for ensuring that Customer Instructions are transmitted correctly. Without prejudice to this obligation, we will use reasonable efforts to dispatch an acknowledgement within a reasonable period upon receipt by us of a Customer Instruction.
- 3.5 In the event that you request us to cancel or modify any Customer Instruction for whatever reason, we will make all reasonable efforts to comply with your request. However, we are not liable for any failure to cancel or modify the Customer Instruction if such a request is received at a time or under circumstances that render us unable to comply with your request.
- 3.6 Where permitted, we are entitled to debit your accounts, wherever they are situated and whenever they are opened, with any amount that we have paid or incurred in accordance with a Customer Instruction.
- 3.7 As part of the Services, you may issue a Customer Instruction requesting us to forward certain information to third parties on your behalf. If we agree to act on such request, we will use reasonable efforts to forward any such information to the recipient and address specified in the relevant Customer Instruction within a reasonable time of receipt of such Customer Instruction. You must ensure that the information you ask us to forward is complete, accurate and will not give rise to any claim against us (including without limitation any claim in defamation, in relation to privacy or data protection or for infringement of any other third party rights).

4. Dealings with Institutions

- 4.1 You appoint us as your agent on your behalf to request any Institution to supply any of the e-Channels with information about you and your accounts, and to use the e-Channels to instruct an Institution to give effect to a Customer Instruction.
- 4.2 We may appoint an agent or third party to provide some or all of the Services under this Agreement. Other than in relation to an Institution selected by you, where we use an agent or any third party in performance of any Service, we shall use reasonable care in any such selection. In any event neither we nor any other member of the HSBC Group shall be liable for any loss (including loss of profit), damage, delay or failure to perform occasioned by the acts or omissions of any such third party or agent whether selected by us or you.
- 4.3 In order that an Institution may give effect to a Customer Instruction, you agree that we may, as your agent, agree with any Institution that where applicable the terms of this Agreement apply between you and that Institution.

5. Confidentiality

- 5.1 We may need to share, store or transmit information about you, your Users or accounts within the HSBC Group or with any Institution, agent or third party used by us for the purpose of providing the Services. Subject to Clause 11.2, any such sharing, storage or transmission of such information will be done in a confidential basis and we will endeavour to maintain the strict confidentiality of such information within the HSBC Group unless: (a) otherwise required by any applicable law, regulation or request of any public or regulatory authority; or (b) where disclosure is required for the purposes of preventing crime; or (c) we deem disclosure necessary to give effect to a Customer Instruction. In addition, in any situation where the Customer provides confidential information to any member of the HSBC Group on a restricted basis (eg price-sensitive information), that HSBC Group member has procedures to ensure such restrictions are observed. Nothing in this Clause 5.1 shall apply when the Bank discloses confidential information to a third party as a result of the Bank exercising its rights pursuant to Clause 11.2.
- 5.2 You must keep confidential all information about the e-Channels and the Services contained in this Agreement and all information concerning your access to and use of the e-Channels and Services. You may only disclose such information to your Users or other employees or agents and then only to the extent strictly necessary for the proper use of the e-Channels and Services.
- 5.3 All parties agree to comply with all applicable data protection and other laws to the same or similar purpose in all relevant jurisdictions. The use of information which relates to individuals in relation to each e-Channel may be further described in the relevant schedules to this Agreement. You hereby authorise us to process any such information in the manner described in this Agreement. Where appropriate, you will ensure that your Users and other relevant individuals consent to such processing.

▶ E-Channels Terms and Conditions ...Continued

6. Security Provisions

- 6.1 You agree to comply with the Security Procedures and any other reasonable instructions we may issue to you regarding the e-Channels' security. You agree it is your responsibility to set up, maintain and regularly review security arrangements concerning your access to and use of each of the e-Channels and information stored on your computing and communications systems.
- 6.2 You confirm that you have assessed the security arrangements set out in this Agreement, and have determined that they are adequate to protect your interests.
- 6.3 You must notify us as soon as reasonably possible upon becoming aware of any actual or attempted unauthorised access to the e-Channels or any unauthorised transaction or attempt to execute an unauthorised transaction pursuant to this Agreement.
- 6.4 You must ensure that neither you, your Users nor your employees do anything during or after the term of this Agreement which may result in the security of the e-Channels, or the systems or security of any other HSBC Group customers, being compromised.

7. Limited Warranties

- 7.1 We will use all reasonable efforts to ensure that the e-Channels will perform in substantial conformity to the description in this Agreement. To the extent permitted by law, this is the only performance warranty made by the Bank in respect to the e-Channels or the Services. We shall have no liability for breach of any implied term including, without limitation, those as to satisfactory quality, merchantability or fitness for any particular purpose of the e-Channels or the Services.
- 7.2 We warrant that your use in accordance with this Agreement of the Software or Materials will not infringe the intellectual property rights of any third party.
- 7.3 We will ensure that the information supplied to you through any of the e-Channels reflects the information in our computer systems or information received from a third party, including an Institution. We do not warrant that the information is accurate, sufficient or error-free, nor that the information on our computer system is current and up-to-date at the time it is accessed via the e-Channel.
- 7.4 In the case of a breach of the warranty in Clause 7.1 above, we will take all reasonable steps to correct the defective software and/or retransmit or reprocess any Customer Instruction, at no additional cost to you.

8. Software and Materials

- 8.1 Subject to Clause 8.2, we grant you a non-exclusive, non-transferable licence to use the Software and the Materials in conjunction with the relevant e-Channel(s) for the intended business purpose contemplated by this Agreement. Title to and all rights in the Software and the Materials belong to us or our licensors and, except for the specific rights granted to you by this Agreement, you will acquire no rights whatsoever in relation thereto.
- 8.2 Your use of certain Software and Materials may be subject to additional restrictions. These will be notified to you upon the supply of the Software or Materials from time to time. You shall be deemed to have accepted any such additional terms upon any User using any such Software or Materials.
- 8.3 You undertake not to alter, reverse engineer, copy (other than to the extent necessary for the permitted use), publish or impart to any third party any Software or Materials.

9. Liability

- 9.1 Subject to Clauses 9.2 to 9.5 (inclusive), the Bank and/or any other member of the HSBC Group shall only be liable for any loss, damage or delay which you suffer or incur as a direct result of the Bank's or the other HSBC Group Member's gross negligence or wilful misconduct and shall not be liable for any other loss or damage of any kind.
- 9.2 Neither the Bank nor any other member of the HSBC Group shall in any event be liable to you for any loss of business or profits or data, or indirect, consequential or special loss or damage arising out of your use of, or in connection with, the e-Channels or the Services, whether or not the Bank or that other member of the HSBC Group has been advised of the possibility of such loss or damage and whether or not arising out of negligence, breach of this Agreement or otherwise.
- 9.3 Neither party nor any other member of the HSBC Group purports to exclude or limit liability in relation to fraud, personal injury or death.
- 9.4 Subject to Clause 9.5, the liability of the Bank and each other member of the HSBC Group to you due to, under and/or arising out of or in connection with this Agreement shall, in aggregate in any calendar year, not exceed USD1 million.

► E-Channels Terms and Conditions ...Continued

- 9.5 Notwithstanding the limit set out in Clause 9.4 above, to the extent a successful claim against the Bank or any other member of the HSBC Group (ie for direct loss arising as a result of its gross negligence or wilful misconduct only) relates to all or part of the principal amount payable under a Customer Instruction (such amount, the Lost Principal), the relevant member of the HSBC Group shall be liable for:
- 9.5.1 The Lost Principal; and
- 9.5.2 Any interest which might reasonably have been earned in relation to the Lost Principal, provided that any interest payment shall be reduced accordingly if (a) any interest or other charges which would have been payable by you were not charged as a result of the loss; or (b) any interest was earned by you which would not otherwise have been earned.
- 9.6 You will indemnify and hold the Bank and any other member of the HSBC Group harmless from all losses and liabilities incurred by the Bank or any other member of the HSBC Group as a result of:
- 9.6.1 Any breach by you of your obligations under this Agreement; or
- 9.6.2 The Bank or any other member of the HSBC Group acting on any Customer Instruction or other communication relating to the Services, whether or not such Customer Instruction or communication was: (a) authorised by you, or (b) in an agreed form.

10. Termination

- 10.1 Either party may terminate this Agreement in whole or in relation to any e-Channel:
- 10.1.1 On not less than 30 days' written notice to the other party; or
- 10.1.2 With immediate effect by written notice to the other if the other party: (a) commits a material breach of this Agreement (or, if termination is in relation to an e-Channel only, commits in relation to that e-Channel a material breach of the terms applicable to that e-Channel) which is not remedied within 14 days of a written notice requiring remedy; or (b) becomes insolvent under the laws of any applicable jurisdiction.
- 10.2 Upon termination for any reason of any part of this Agreement for which Software or Materials were supplied, any such Software or Materials licence terminates.
- 10.3 Termination will not affect the rights and remedies of either party accrued to the date of termination nor will it affect any provision of this Agreement (including, without limitation, Clauses 5, 6, 9, 11.2 and 12) which is intended to apply after termination.
- 10.4 From time to time we may suspend some or all of the e-Channels or Services for routine, non-routine or emergency maintenance or for any other reason where we reasonably consider it necessary to do so. In the event of such a suspension, we will provide you, within a reasonable period, notice prior to the suspension.

11. Force Majeure and Other Rights

- 11.1 Neither party nor any member of the HSBC Group will be liable for any loss (including loss of profit), damage, delay or failure in performing any of its duties relating to this Agreement caused in whole or in part by the action of any government or governmental agency, natural occurrence, law or regulation (or any change in the interpretation thereof), injunction, currency restriction, sanction, exchange control, industrial action (whether involving its staff or not), war, terrorist action, equipment failure, or interruption to power supplies or anything else beyond its reasonable control. The affected party will attempt to notify the other party as soon as is reasonably practicable of the existence of such circumstances.
- 11.2 The Bank and other members of the HSBC Group are required to act in accordance with the laws and regulations operating in various jurisdictions which relate to 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 other members of the HSBC Group to take, any action which it, in its sole and absolute discretion, considers appropriate to act in accordance with all such laws and regulations. Such action may include but is not limited to: the interception and investigation of any payment messages and other information or Customer Instructions sent to or by the Customer or on its behalf via the Bank's systems or any e-Channel or any other member of the HSBC Group's systems or e-Channels; 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 Notwithstanding any provision of this Agreement, neither the Bank nor any other member of the HSBC Group will be liable for loss (whether direct, consequential or loss of profit, data or interest) or damage suffered by any party arising out of:
- 11.2.1 Any delay or failure by the Bank or any other member of the HSBC Group in performing any of its duties under this Agreement or other obligations caused in whole or in part by any steps which any of them, in their sole and absolute discretion, considers appropriate to act in accordance with all such laws and regulations; or
- 11.2.2 The exercise of any of the Bank's or any other member of the HSBC Group's rights under this clause. In certain circumstances, the action which the Bank or any other member of the HSBC Group may take may prevent or cause a delay in the processing of certain information. Subject to the overriding requirements of any applicable laws and regulations, the Bank will endeavour to notify the Customer of the existence of such circumstances as soon as is reasonably practicable.

► E-Channels Terms and Conditions ...Continued**12. Miscellaneous**

- 12.1 This Agreement forms the entire agreement between the parties concerning the supply and use of the e-Channels and Services. It supersedes any pre-existing agreements, communications, representations and discussions between you and us relating to the e-Channels and Services, which are hereby terminated. Neither party will have a right of action against the other arising from any previous agreement, communication, representation and discussion in respect to the e-Channels and Services, except in the case of fraud. Any other agreements between us and you, terms of business and/or mandates relating to the conduct of your accounts or our provision of related services shall remain unaffected, save that if any conflict between such terms and the terms of this Agreement arises, this Agreement shall prevail in so far as the conflict relates to the subject matter of this Agreement.
- 12.2 Any notice to be given under this Agreement must be communicated by post or facsimile to the address most recently notified by the receiving party. Proof of posting or transmission of any notice to the Customer shall be deemed to be proof of receipt of the notice by the Customer at the time when the notice would in the ordinary course be delivered or transmitted.
- 12.3 If we agree that you may communicate with us or we agree to communicate with you (or any third party) via e-mail, the internet, Short Message Service (SMS), or any other method (other than via the relevant e-Channel), you acknowledge the risks that any such communications may be intercepted, monitored, amended or otherwise interfered with by third parties. We are not responsible or liable to you or any third party in the event of any such occurrence in relation to any communication between us and you (or which appears to have been made on your behalf), or any communication you ask us to enter into with any third party.
- 12.4 You agree to pay our fees and other tariffs (where applicable) for providing the e-Channels or Services as we advise you from time to time, and we are entitled to debit your accounts wherever they are situated and wherever they are opened, with the amount of any such fees and/or tariffs. We may vary our fees and/or tariffs and the frequency and dates of payment on giving you not less than 30 days' notice.
- 12.5 Each party shall take all reasonable precautions to ensure that communications through the e-Channels are not affected by computer viruses, Trojan horse programs (such as keyloggers) and other harmful programs or components.
- 12.6 Each of the terms of this Agreement (including for the avoidance of doubt the exclusions of liability in Clause 9) is severable from the others and if one or more of them becomes void, illegal or unenforceable, the remainder will not be affected in any way.
- 12.7 The rights of the Bank under this Agreement (a) may be exercised as often as necessary; (b) are cumulative and not exclusive of its rights under any applicable law; and c. may be waived only in writing and specifically. Any delay in the exercise or non-exercise of any such right is not a waiver of that right.
- 12.8 You may not assign any right or benefit under any provision of this Agreement without our prior written consent.
- 12.9 We may make modifications to this Agreement which are required due to or in connection with changes in any laws and/or regulations by giving you not less than 30 days' notice or, exceptionally, such shorter period as is necessary for the effective operation of the Services.
- 12.10 No addition to or modification of any provision of this Agreement (other than as set out in Clauses 2.4, 8.2 and 12.9 above) shall be binding upon us unless made by a written instrument signed by the Bank's duly authorised representative.
- 12.11 Certain jurisdictions may have particular legal or regulatory requirements that require you to agree to supplementary terms. Where such supplementary terms are necessary, we will provide those terms in writing together with this Agreement and other relevant documentation, and such supplementary terms shall form part of the Agreement.
- 12.12 In the event of any conflict between these Terms and Conditions and any of its schedules (other than express variations of these Terms and Conditions set out in any schedule), these Terms and Conditions shall prevail to the extent of the inconsistency.
- 12.13 Where the Customer comprises one or more individuals (whether acting in a personal capacity or as a trustee(s), partners or otherwise) any notice in this Agreement (but not, for the avoidance of doubt, instructions given by Users appointed in accordance with this Agreement) may be given by the individual who is the Customer or, where the Customer comprises more than one individual, by any of such individuals.
- 12.14 Where the Customer is a partnership, this Agreement will continue in force unless revoked by notice given by any one partner, notwithstanding any change of name of the partnership, admission of a new partner(s) or any partner ceasing to be a member of the partnership by reason of death or otherwise.

▶ E-Channels Terms and Conditions ...Continued

13. Authorisation by Customer

- 13.1 You authorise and instruct us to supply the e-Channels and the Services in respect to the accounts as set out in the Accounts and Services Schedule.
- 13.2 You may subsequently request and authorise us to provide or withdraw Services in respect of accounts opened at any time with us or an Institution in writing signed by a duly authorised person or person(s), or, where applicable, via a Customer Instruction submitted to us by your duly authorised Users. The terms of this Agreement shall apply to all Services provided in relation to any accounts via the e-Channel.
- 13.3 Certain e-Channels may only be accessed by specified Users. The person(s) nominated in each of the respective schedules are appointed as the Initial User(s) for those e-Channels. Such Users are authorised to access and use the relevant e-Channels and Services as set out in the relevant schedules.
- 13.4 If you access or use an e-Channel or the Services actually or purportedly on behalf of a Customer Associate, or otherwise act in any way on behalf of such Customer Associate, you shall ensure that you have appropriate authorisation from the Customer Associate to act on its behalf and you agree on behalf of the Customer Associate that the terms of this Agreement shall apply between us and the Customer Associate (as if it were the Customer) in relation to such access, use or other action.

14. Law and Proceedings

- 14.1 This Agreement is governed by and will be construed in accordance with the laws of the jurisdiction named within the section of this Agreement entitled 'Principal Bank and Governing Law'. Both parties irrevocably submit to the non-exclusive jurisdiction of the courts of that named jurisdiction in respect to any proceedings which may be initiated in connection with this Agreement.
- 14.2 You agree that any of the Services provided by us to you shall be deemed to be provided in the jurisdiction named pursuant to Clause 14.1, irrespective of where a User accesses an e-Channel or uses the Services (if such access or use is in a different jurisdiction).

► SWIFT e-Channel Schedule - Financial Institution

This Schedule sets out:

- a. Specific terms applicable to the SWIFT e-Channel; and
- b. The Security Procedures applicable to the SWIFT e-Channel.

All capitalised terms used in this Schedule shall, unless otherwise expressly stated herein, have the meanings set out in the Terms and Conditions. In the event of any conflict or ambiguity between the definitions of this Schedule and the definitions of the Terms and Conditions, the definitions of this Schedule shall take precedence in relation to the subject-matter hereof.

1. Definitions

The following terms used in this schedule shall have the following meanings:

SWIFT means S.W.I.F.T. SCRL, a Belgian limited liability co-operative society of Avenue Adele 1, B-1310 La Hulpe, Belgium;

SWIFT E-Channel means HSBC Group's electronic banking system that connects to SWIFTNet;

SWIFT Message means a message sent in accordance with the formats and requirements published by SWIFT from time to time;

SWIFT Messaging means the messaging services provided by SWIFT, including, without limitation, the SWIFTNet FIN messaging services, and the SWIFTNet Interact, File Act and Browse services; and

SWIFTNet means the secure IP network owned and operated by SWIFT.

2. Amendments to the Terms and Conditions

- 2.1 The Bank shall provide the SWIFT Services to the Customer under and in terms of the provisions of the Terms and Conditions, which shall for these purposes, be deemed amended as follows: the definition of "Customer Instruction" shall be deemed to include advice, requests, instructions or communications received in the form of SWIFT Messages.

► SWIFT e-Channel Schedule - Financial Institution ...Continued

3. Customer's responsibilities in order to access SWIFTNet

- 3.1 Customer hereby acknowledges and agrees that neither the Bank nor any member of the HSBC Group is liable for the acts or omissions of SWIFT including, without limitation, as to the operation of SWIFTNet or SWIFT Messaging Services. Without prejudice to the foregoing, the Customer hereby acknowledges and agrees that neither the Bank nor any member of the HSBC Group will be liable for any delay or failure in providing the SWIFT Services to the extent that such delay or failure is caused in whole or in part by the acts or omissions of SWIFT.
- 3.2 Nothing in this Schedule regulates nor is it intended to regulate the set-up or provision of SWIFT membership, joining SWIFTNet, SWIFT network security, the provision of the SWIFT Messaging Services or the facilities necessary to access or use them. Customer hereby acknowledges that it is responsible for obtaining and maintaining its own SWIFT membership and the computer software and equipment necessary to access and use SWIFTNet and to receive the SWIFT Services.
- 3.3 Customer hereby agrees to indemnify and keep indemnified the Bank from and against any losses or liabilities incurred by the Bank as a result of any breach by the Bank of its obligations to SWIFT arising as a result of any act or omission of the Customer and/or any Customer Associate.
- 3.4 Customer hereby acknowledges and agrees that the SWIFT Message formats are proprietary to SWIFT and not within the control of the Bank or any member of the HSBC Group and that it is the Customer's responsibility to adhere to all requirements published by SWIFT in relation thereto in order to be able to send and receive SWIFT Messages. Without prejudice to the foregoing the Customer hereby acknowledges and agrees that in order to provide the SWIFT Services in addition to the SWIFT Message formats, the Bank may require additional information to be inserted into the SWIFT Messages for the provision of the SWIFT Services as the same is described in a "message implementation guide" or otherwise specified by the Bank.

4. Termination

- 4.1 In addition to the provisions in Clause 10 of the Terms and Conditions:
- 4.1.1 In the event that SWIFT suspends or terminates the provision of SWIFTNet to the Bank or Customer or otherwise requires the Bank to terminate this Schedule, the Bank may terminate, immediately and without requirement for notice, the provision of the Services in accordance with this Schedule; and
- 4.1.2 Customer shall notify the Bank in the event that it is no longer a member of SWIFT and in such event the Bank may terminate, immediately and without requirement for notice, the provision of the Services in accordance with this Schedule.

5. Security

- 5.1 The security for the SWIFT Messaging Service is provided and operated by SWIFT, and as such SWIFT dictates the security procedures that the Customer must employ. In relation to the SWIFT e-Channel, all references to "Security Procedures" shall be deemed to be references to those SWIFT security requirements and procedures.
- 5.2 Without prejudice to Clause 3 of the Terms and Conditions, the Customer hereby acknowledges and agrees that for the purposes of establishing the validity, authenticity and origin of the SWIFT Messages that the Bank receives, the Bank shall take such steps as are mandated by SWIFT from time to time.

Agreement Authorisation

The Customer has taken all necessary action to authorise the entry into and performance of this Agreement; the person(s) who sign below have been duly authorised to sign the Agreement on behalf of the Customer; the Agreement and such authorisations are in accordance with the applicable constitutional documents of the Customer; and such person(s) have also been duly authorised to appoint such other person(s) to give instructions to the Bank in respect to all matters regarding the e-Channels and the Services including, without limitation, subscribing for and withdrawing from any Services in relation to the e-Channels in one or more countries.

Signed for and on behalf of the Customer.

Full Name in BLOCK Letters

Job Title

Signature of Authorised Representative

Date

Full Name in BLOCK Letters

Job Title

Signature of Authorised Representative

Date