

## Account Rules (General)

### for Corporate Banking Customers

#### 1. Opening an Account

HSBC Bangladesh (the "Bank") at its sole direction may provide or continue any service and open and maintain any type or nature of account with distinct number given by the Bank, in any currency, on the application of a proprietorship, partnership, private limited or public limited company, society, unincorporated association or other enterprise, in the form(s) and on terms and conditions as may be prescribed by the Bank from time to time. Nothing contained in these Account Rules makes it obligatory for the Bank to offer any or all of the accounts or services to all customers and it shall be the sole discretion of the Bank whether or not to offer, maintain or provide any account or service to a particular applicant, customer or group of customers at any time. The Bank also reserves the right to withdraw, partly, or wholly, any service or close any account at any time, with or without notice to any customer(s), for any reason whatsoever and without disclosing the same. Customers must provide legitimate documents and information to the Bank during opening of accounts and from time to time as required by the Bank, and keep it up-to-date with the Bank after opening the accounts.

#### 2. Nomination

Sole Proprietorship Customers must nominate one or more persons to whom in the event of the death of the proprietor the balance of the account may be paid, in a form, contents and on terms and conditions as required and/or acceptable to the Bank from time to time. In the event of any dispute, including but not limited to the unavailability or other issue in connection with a nomination for or payment from any account with the Bank in the event of the demise of the account holder(s), the Bank may make payment on an appropriate judicial order or succession certificate issued by the court or upon other terms and conditions as the Bank as require and/or acceptable to the Bank.

#### 3. Delegation

The Bank may permit a customer to authorize or delegate authority to operate, instruct or otherwise deal or transact with an account maintained with the Bank or availed services from the Bank, on behalf of and in the name of the customer to a person or person(s) by a power of attorney, delegation of authority or other in instrument, in a form, contents and on terms and conditions as required and/or acceptable to the Bank from time to time. The Bank is authorised and may rely on any instruction which purports to have been completed in accordance with the relevant signing authority, even if it appears to benefit a signatory to the instruction. A signing authority and any changes thereto shall not continue to be in force on the revocation thereof, or the death, dissolution, bankruptcy, incapacity, liquidation or winding up of a customer. A signing authority and any changes thereto shall not determine the succession, inheritance or right to the balances of the account.

#### 4. Suspension/Closure of Account

The Bank reserves the right at any time in its sole discretion without assigning any reason or providing any notification, to discontinue relations with any customer with immediate effect, including but not limited to closing accounts, suspending/discontinuing all or part of banking and other services and facilities with a customer. The Bank reserves the right to put a hold (restricting debit and/or credit transactions) on any account if required under laws, regulations or statutory orders, or as may be required by regulators or any applicable statutory authorities. The Bank reserves the right in its sole discretion to put a hold (restricting debit and/or credit transactions) on any account, with or without notice to the customers, if it is required for the provisions of services or to comply with internal policies. A customer may at any time unilaterally close its or discontinue other services and facilities with the Bank by written notice of 30 (thirty) days prior to closure. Upon closure or discontinuance, the Bank shall thereafter be released from any further obligations, and shall have the right to refuse payment of any cheque drawn by the customer and subsequently presented. The customer shall be held responsible for any and shall keep the Bank indemnified for all consequences resulting or arising from closure of an account. The Customer must pay to the Bank the full outstanding amount of any loan/finances including but not limited to the outstanding amount of any overdraft under any facility granted by the Bank, accrued interest, overdue payments, penal charges, applicable fees and charges of the Bank, etc ('Outstanding Liability'). Notwithstanding such termination or closure, the Customer shall remain liable for all amounts owing (whether actually or contingently) in respect of any outstanding facilities together with all related charges thereunder Outstanding Liability. Upon closure of an account, the

customer shall forthwith return for cancellation or destroy all deposit advices, unused cheques, and all other items or documents which have been provided by the Bank in respect of or by reason on of the customer maintaining the account, services or facilities. The Bank shall close the account of its customer and shall not pay against any cheques, bills or any financial products if the customer is adjudicated by the court as bankrupt or its business has been wound up upon instruction from court of laws, liquidator or receiver and/or any regulator with appropriate authority. The Bank shall transfer the credit balance if any to his/her assignee, receiver, liquidator or as directed by any court of laws (as the case may be).

#### 5. Cheque Books

i. An application for a chequebook on a Saving/Current/Short Notice Deposit or any applicable Account must be made on the Bank's requisition slip, duly signed by the account holder/s or its authorized signatories for the purpose.

ii. The Bank reserves to itself the right to refuse issuance of chequebooks on accounts which are not maintained satisfactorily and also when an excessive number of cheques from the previous chequebook remain unused.

iii. The attention of customers is particularly drawn to the conditions subject to which cheque books are currently issued as printed on the inside of the front cover of the cheque book.

iv. Cheque serial numbers, account number and name of account holder printed thereon as well as number of cheque leaves should be verified before use. Cheque books should be kept in secured place preferably under lock & key and customer must immediately report to Bank of any loss of signed/blank cheques to stop payment. A charge as per Bank's tariff will be recovered for recording stop payments.

v. All alterations on a cheque should be authenticated by the drawer's full signature; otherwise payments of the cheques may be refused. The cheque will be returned unpaid if the drawer's signature differs from that on Bank's record. Any cheque drawn by the drawer shall be presented within reasonable time before the drawee bank and the related provisions of the Negotiable Instruments Act, 1881 and/or any other rules, instructions and act as the case may be by appropriate regulators in respect of cheque payments must be complied with.

vi. Cheques should be written clearly and account holders should exercise care when drawing cheques and should not draw cheques by any means which may enable a cheque to be altered in a manner which is not readily detectable.

vii. Bank will not accept 'Stale' i.e. cheques which are dated more than six months prior to date of presentment whether so presented by the customer or bearer/payee or 'Post-dated' cheques whether presented by the customer or bearer/payee for payments, unless there is separate agreement in place with the Bank for deposits of Post-dated' cheques as guided by the terms and conditions in the agreement.

viii. When new cheque books are delivered to the customer by post it will be according to the address record kept by the Bank. The Bank assumes no responsibility for any delay or loss caused by any mode or forwarding,

#### 6. HSBCnet or any other alternate channel

Eligible customers may apply for HSBCnet and/or any other alternate channel etc. according to Bank's prescribed procedure and they should collect a copy of the respective 'user manual/guideline' from their branches. These will be guided by the terms and conditions of the respective channel. The Bank assumes no responsibility for misappropriate usages of customers' HSBCnet and/or alternate channel etc.

#### 7. Deposits

i. The Customer acknowledges that all cash deposits must be handed directly to the Bank's Teller. The Customer agrees not to leave cash unattended until the Bank's Teller has physically accepted it. The Bank shall not be liable for any loss suffered by the Customer as a result of the Customer's failing to comply with the provisions of this clause. Should the customer wish to use secured cash carrying services through HSBC designated vendor for cash deposits, and courier service for instrument deposits and/or to utilize HSBC's alliance bank's network for cash and cheque deposits, this must be pre-agreed through agreement and shall be governed by the clauses set out in the designated agreement.

ii. The Customer agrees that all Account payee cheques should be crossed by drawing 2(two) parallel diagonal lines across the top left hand corner of the cheque before depositing and the Bank shall not be liable for any loss suffered by the Customer as a result of the Customer failing to do so.

iii. Every deposit made by whatever means, shall be taken to have been made only when verified by 2(two) members of the Bank's staff, duly cleared and entered into the Bank's records.

## 8. Withdrawals

The customer shall ensure that there are sufficient funds (or pre-arranged credit facilities) in the customer's account to honour cheques presented on or debits made to the account or for carrying out the instructions relating to the account, and the Bank shall not be liable for any consequences for failure therefore. Cash withdrawals should be made through printed cheques. The account should not be overdrawn nor should cheques be drawn against funds in course of realization unless, special arrangements have been made with the Bank. The Bank will not honour any cheques drawn by the account holders if in doing so the account would become overdrawn and in this circumstance the Bank reserves the right to debit the account with the charge for each returned cheque as per Bank's prevailing tariff. Besides, as per tariff there are some restrictions and charges for excessive cash withdrawals and inter-branch transactions over the counter.

All deposits or transfers to a customer's account effected by cheque or other instrument or means which are subject to clearance or confirmation are conditional upon final payments in cleared funds being received by the Bank, and the customer may not withdraw the amount proposed to be credited until final payment has been received by the Bank. If such final payment is not received by the bank, for any reason whatsoever, any conditional credit made to the customer's account pending final payment may be reversed, and the customer shall be obliged to pay to the Bank immediately the amount or any drawings made against any conditional credit and shall indemnify the Bank in respect of cost, loss and liabilities incurred by the Bank as a result thereof. The Bank is not liable, and the customer shall keep the Bank indemnified thereof, for any delay, cost, loss or liability resulting from any countermand, loss, dishonour, defect or irregularity in any instrument lodged with the Bank for honour, presentment, protest or collection.

For making cash withdrawals the Customer agrees to verify and count all cash received from the Teller before leaving the counter as the Bank will not be responsible and shall have no liability for any discrepancies once the cash has been handed over to the Customer;

When a clearing cheque valued above a certain threshold amount (as defined by the Regulators, Bangladesh Bank) is placed, the Bank will make reasonable attempts to make contacts over telephone with the issuing Customer and thereafter, upon receipt of verbal and/or written confirmation on the cheque so issued, the Bank shall execute the transaction. When placing such high value payment instructions, the Customer will be required to provide prior written intimation to the Bank or remain accessible through telephone number(s) that have been provided to the Bank. However, in cases where a Customer is not reachable through telephone number(s) provided to the Bank, the Bank shall reserve the right to deny the payment against the Cheque. In this regard, responsibility will remain with the Customer to keep his/her contact information with the Bank updated at all times.

A 7 (seven) days prior notice is required to withdraw fund from 'Short Notice Deposit' account. Pre-mature withdrawals of Time Deposit, Deposit Savings schemes or any Bonds are subject to the Bank's and Government's respective regulations. Customers should be familiar with these regulations during the time they avail any of such products or services from the Bank. Bank will not be held liable for any loss for such pre-mature withdrawals.

## 9. Remittances

The Customer accepts that all remittances (inward and outward) through HSBC Bangladesh are subject to Foreign Exchange Regulations, as amended from time to time.

### 8.1 Inward Remittances

The Bank reserves the right to:

- i. Stop any inward remittance in favour of the Customer if the originator's information received by the Bank is incomplete, and the Bank shall not be liable to the Customer for any consequences arising out of or in connection with the delay or rejection of the inward remittance; and
- ii. Reverse any payments received from a resident or external Account for credit to the Customer's Account with the Bank if the remittance is from a non-permitted source under Foreign Exchange Regulations.
- iii. The Bank reserves the right to ask for necessary documents as required by the regulator or the Bank without which the remittance may not be processed.

### 8.2 Outward Remittances

The Customer agrees that the Bank shall not be liable to the Customer:

- i. For any loss or delay which may take place in the transfer, transmission and/or application of funds; or
- ii. in the case of telegraphic transfers (as instructed by the Customer or deemed necessary by the Bank), for any error, omission or mutilation which may take place in the transmission of the message (literally or in cipher) or for its

misinterpretation by the receiving party when received; and the Customer agrees to indemnify the Bank against any actions, legal proceedings, claims and/ or demands that may arise in connection with such loss, delay, error, omission, mutilation and/or misinterpretation

## 10. Interests

Deposits in the Current account do not attract any interest. For overdrawn accounts, interest is charged at prevailing interest rates on daily outstanding. The rates of interest on Savings, Time Deposits and Short Notice Deposit accounts are displayed at Bank's counters. Interest is calculated on the daily day end available balance in the relevant account, as mentioned in the current tariff and interest rate sheet. The Time Deposit will be automatically renewed on the due date for an identical period at the prevailing rate of interest ruling on the date of maturity unless the Bank receives written instructions from the depositor to the contrary. The rate of interests payable is subject to the directives that may be issued by the regulators from time to time and prevailing tax legislation or any directions by any court of law and/or appropriate regulator.

## 11. Fees and Charges

All administration, handling, service, finance or other charges are to be paid by the Accountholder to the Bank for any service provided or action taken in relation to the Customer's Account(s) and shall be levied at such rates as the Bank may from time to time prescribe for that purpose, and any such charges may be debited without prior notice or consent to the Customer's all/any Account(s) with the Bank. The Customer is responsible for maintaining sufficient balance in the Account(s) to enable the Bank debit the Account for fees or charges. Where there is insufficient credit in the Account, the Bank reserves the right to reject provision of relevant service. Where any sum is required to be converted into another currency, such conversion shall be effected at the Bank's then prevailing rate of exchange for such currency.

The Bank reserves the right to amend and modify the fees, charges and tariff at any time, without prior notice to Customers. The amended fees, charges and tariffs shall be available in any HSBC Branch in Bangladesh and also updated in the public website of the Bank and it shall be the responsibility of the Customers to keep themselves updated with the prevailing rates of all fees and charges. The Accountholder may obtain, from any of the Branches of the Bank in Bangladesh, the then prevailing rates of all charges, fees, tariffs as may from time to time be prescribed by the Bank.

## 12. Customer Information

- i. Customers should keep their personal data confidential and dispose of unwanted documents securely; and must not give their cheque books, PIN/Password, Banking Security Device, Account Statement. etc. to unauthorized person and keep them safely if necessarily under lock & key.
- ii. The Bank will never ask customer for his/her Password or PIN. If any customer receives such a request, he/she should NOT disclose his/her Password and should contact the Bank immediately.
- iii. The Bank as a member of the HSBC Group is required to act in accordance with the laws, regulations and requests of public and regulatory authorities operating in various jurisdictions which relate to, amongst other things, the prevention of money laundering, terrorist financing and the provision of financial and other services to any person or entities which may be subject to sanctions. The Bank may take, and may instruct (or be instructed by) any other member of HSBC Group, to take into action which it or such other member, in its sole and absolute discretion considers appropriate to take in accordance with all such laws, regulations and requests.

Such action may include but is not limited to:

- The interception and investigation of any payment messages and other information or communications sent to or by the Customer or on the Customer's behalf via the systems of the Bank or any other member of the HSBC Group; and
- Making further enquiries as to whether a name which might refer to a sanctioned person or entity actually refers to that person or entity. Neither the Bank nor any member of the HSBC Group will be liable for loss (whether direct or consequential and including, without limitation, loss of profit, data or interest) or damage suffered by any party arising out of:
  - Any delay or failure by the Bank or any member of the HSBC Group in processing any such payment messages or other information or communications, or in performing any of its duties or other obligations in connection with any Accounts or the provision of any services to the Customer, caused in whole or in part by any steps which the Bank or such other member, in its sole and absolute discretion, considers appropriate to take in accordance with all such laws, regulations and requests; or
  - The exercise of any of the Bank's rights under this Clause. In certain

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

iv. The customer irrevocably agrees that the Bank may at its discretion for any purpose, including but not limited to, in connection with its banking operations, administration and business, for data information, transaction, document and records collection, processing and storage, inside and outside its country of operation, fraud detection or prevention, suspicious activities, audit, inspection, provision of services by any third party, debt collection, or if required by any applicable judicial order or statutory provision, or governmental, statutory or regulatory authority with jurisdiction over the Bank or the member of HSBC Group, share any information, details, data or document relating to the customer or customer's account or transactions, with any member or associate member of the HSBC Group of companies.

v. The customer irrevocably agrees that the Bank may transfer or sub-contract the provision of any part of the services provided to the customer to any third party including to another member of the HSBC Group whether or not that third party operates in another jurisdiction or territory. The Bank shall remain liable to the customer for any recoverable loss or damage incurred or suffered by the customer as a result of the negligence, breach or default of any such third party, and will require that any such third party maintain the confidentiality of any such information to the same extent as the Bank.

vii. The Bank shall and third parties with permitted access to customer information shall observe customary bank-customer confidentiality duties. Notwithstanding the foregoing, the Bank may from time to time disclose information and documents relating to a customer and accounts to any governmental or regulatory authority with jurisdiction over the Bank or member of HSBC Group pursuant to any judicial order or laws and regulations prevailing from time to time.

viii. The Bank and HSBC Group may abide by restrictions and sanctions imposed by the United Nations and governments, and the Bank may at its sole discretion refuse to open, maintain, transact, deal or otherwise become a party to any account, activities or transactions that may directly or indirectly violate such restrictions and sanctions.

ix. The Bank may make such enquires from time to time, in addition to those as may be required by law or regulations applicable to the Bank, the customer, the account or the service, as the Bank may consider appropriate in connection with the customer and account with the Bank. The customer agrees to provide the Bank with all such information, particulars and documents as the Bank may require from time to time to satisfy itself in connection with the customer's status, background and dealings with the Bank. The customer warrants that all particulars, information and documents which the customer has given or may give to the Bank from time to time shall be accurate, complete, correct and true and that the customer will notify the Bank of any changes thereto from time to time forthwith and in writing.

### 13. General

i. Each account will be allocated a distinct number which should be quoted by customers in when writing to the Bank with their authorised signatures for any banking transactions or services.

ii. Customer transactions will be entertained according to the relevant regulations and Bank's standard procedures and during the normal banking hours that may be in force from time to time.

iii. The Bank will not execute any customer instruction over phone, fax, and e-mail unless standard indemnity arrangements/agreements (only for fax) are already in place.

iv. Holder of Non-Resident accounts should advise the Bank immediately upon return to Bangladesh if they intend to take permanent residence in Bangladesh. Besides all FCY related transactions will be governed by local foreign exchange regulations.

v. All Transactional Accounts which have not been operated in the Bank for a period of one year will be transferred from Active Status to Dormant Status. All Transactional Accounts being in Dormant status for nine years will be transferred to Unclaimed account status. To activate the Dormant/Unclaimed account, customer must contact his/her respective branch. Reactivation of Dormant/Unclaimed Accounts will be subject to the prevailing local regulatory and bank's internal requirements. The bank will act in accordance with the provisions of Section-35 of the Bank Company Act 1991 for the unclaimed

deposits. In the event that an Account is in the Unclaimed Status, the Bank shall cease to send Account Statements to the Customer

vi. Statements of accounts are issued monthly/quarterly in case of Current/Savings accounts respectively. If statements are requested in frequencies higher than the above or duplicate statements are required-charges will be levied as per current tariff

vii. The customer agrees and undertakes to promptly examine each Statement of Account and check all entries and transaction therein and notify the bank in writing or any discrepancy, omission, incorrectness, or disagreement whatsoever arising from whatever cause, including fraud and forgery with regard to the transactions detailed in the Statement of Account within 15 (fifteen) days of receiving the Statement of Account. In the absence of any such notice in writing from the account holder, it shall be deemed that the customer has accepted all entries in the Statement of Account and waived any right to raise objection against the Bank relating thereto.

viii. If an attachment order/any order from the court or any order from any relevant regulatory authority including but not limited to the Bangladesh Bank prohibiting or suspending or closing the operation of the account or any specific transaction therein is received by the Bank then no further operations will be allowed till such time as the said order is removed by the appropriate authority/court.

x. The Customer hereby acknowledges that the Bank shall have lien over the deposit of the account and can set off any Outstanding Liability of the customer against the said deposit and the Bank may without notice combine or consolidate account/s with any liabilities to the Bank and set-off or transfer any sum/s standing to the credit of such accounts or any other sum/s, owing to the customer from the Bank in or towards satisfaction of the customer's liabilities to the Bank on any other respect whether such liabilities be actual or contingent, primary or collateral and several or joint.

xi. The customer confirms that the customer is the legal owner of all amounts deposited and instruments given for collection from time to time in the customer's account with the Bank and in the event the legal owner or owners is/are any other, the customer undertakes to keep the Bank informed of its forthwith.

xii. Any notice, demand, intimation or other communication by the Bank to a customer may be sent, in the discretion of the Bank, either by post, courier, telex, or personal delivery at the last known address of the customer as recorded with the Bank, and shall be deemed to have been delivered and received. It is the obligation of the customer to update his information with the Bank in case there are any changes. The Bank assumes no responsibility or liability in this regard.

xiii. The Bank shall meet its obligations exclusively at the branch office where the account is maintained by a customer. The customer shall not have any recourse against the head office or any branch of the Bank outside Bangladesh in respect of any payment or performance of any obligation with regard to the accounts of the customer or services offered or provided to the customer from time to time by the Bank.

xiv. If the Customer or a shareholder (whether direct or indirect, legal or beneficial) of the Customer is a company incorporated in a country that permits issuance of bearer shares, the Customer confirms and warrants that neither it nor such shareholder has issued any bearer shares and further undertakes that neither it nor such shareholder will issue or convert any of its shares or such shareholder's shares (as the case may be) to bearer form without the prior written consent of the Bank

xv. The Bank reserves the right to amend the terms and conditions, current tariff and interest rates without prior notice to the customers. Customers are expected to keep abreast of the current terms and conditions, tariff and interest rates including Government charges like-Tax, VAT, Excise duty, Stamp charges etc.

xvi. In the event that any amount to which the Customer is not entitled to is credited to the Customer's Account due to a system error or any kind of act/omission/mistake by the bank, the customer hereby authorizes the Bank to debit such amount without notice from the Customer's Account. The Bank shall reserve the right to demand refund, reverse an entry, or debit any account held by the customer with the Bank for all/any credited amount to which the customer is not entitled to.

xvii. The Bank may choose (but is not obliged) to record the Customer's verbal instructions and/or communication with the Bank. Such recordings, being the sole property of the Bank, shall be conclusively binding on the Customer and shall be admissible as evidence in any proceedings, and in the case of disputes, at the discretion of the Bank. The Bank reserves the right, at its sole discretion, to destroy the recordings after such period of time as it sees fit.xviii. The Customer acknowledges that the Bank is not obliged to provide copies of any cheques, cashier's orders, bank drafts, receipts, confirmations, advices, vouchers, documents, recordings or other items (collectively, "Documents") relating to any type of Account:

- a. After the Bank has completed the relevant transaction;
- b. After the document has been archived electronically or microfilmed by the Bank (i.e. scanned or digital image forms)
- c. After the Account has been closed by the Customer or by the Bank.

The Customer agrees that the Bank shall not be liable for any loss suffered by the Customer due to the unavailability of the Documents which have been dealt with by the Bank according to the Bank's document retention policy.

xviii. The Customer acknowledges that the Bank is required to carry out a due diligence to identify and ascertain the background of its Customer. The Customer agrees to sign such declarations, do such acts and/ or provide such documents requested by the Bank for this purpose within the required time period, and that not doing so may result in the Bank suspending, closing or limiting the usage of the Account including but not limited to disallowing any transfer of funds to third parties. If the Account is to be closed, the Bank reserves the right to return the funds in the Account to the source from where it came.

xix. These terms and conditions under the title 'Account Rules' shall be governed by and construed in accordance with the laws of the land where the branch of the Bank to which, these terms and conditions are addressed and the customer hereby irrevocably submits to the non-exclusive jurisdiction of the courts of the law of the land. Such submission shall, however, not prejudice the rights of the Bank to bring proceedings against the customer in any jurisdiction.

xx. If the Bank receives any payment/debit instruction from the account by the order of any relevant regulatory authority or any competent court, the Bank shall be bound to make such payment/debit from the account of the customer without notice to the customer.

xxi. Cheque/instrument requiring clearing through the Bangladesh Automated Cheque Processing System (BACPS) or debit/credit transaction through the Bangladesh Electronic Fund Transfer Network (BEFTN) and Bangladesh Real Time Gross Settlement (BD-RTGS) is subject to the operating guidelines/ System rules of the said system and network (as the case may be) and also the technical soundness of the said system and network (as the case may be) and the Bank shall not be responsible for the failure or delay in the clearance of any cheque/instrument or transaction through the relevant system/network due to technical failure of the relevant system/network and/or the fault/negligence of the other participating bank.

#### **14. Collection and Use Of Customer Information, Financial Crime Risk Management Activity And Tax Compliance**

##### **DEFINITIONS**

Capitalised terms used in this clause shall have the following meanings

“Authorities” includes any judicial, administrative, public or regulatory body, any government, any Tax Authority, securities or futures exchange, court, central bank or law enforcement body, or any of their agents with jurisdiction over any part of the HSBC Group.

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

“Connected Person” means a person or entity (other than you) whose information (including Personal Data or Tax Information) you provide, or which is provided on your behalf, to any member of the HSBC Group or which is otherwise received by any member of the HSBC Group in connection with the provision of the Services. A Connected Person may include, but is not limited to, any guarantor, a director or officer of a company, partners or members of a partnership, any “substantial owner”, “controlling person”, or beneficial owner, trustee, settlor or protector of a trust, account holder of a designated account, payee of a designated payment, your representative, agent or nominee, or any other persons or entities with whom you have a relationship that is relevant to your relationship with the HSBC Group.

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

“Customer Information” means your Personal Data, confidential information, and/or Tax Information [or that of a Connected Person].

“Financial Crime” means money laundering, terrorist financing, bribery, corruption, tax evasion, fraud, evasion of economic or trade sanctions, and/or any acts or attempts to circumvent or violate any Laws relating to these matters.

[“We”, “our” and “us” refer to HSBC Bank PLC]

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

“Laws” include any local or foreign law, regulation, judgment or court order, voluntary code, sanctions regime, agreement between any member of the HSBC Group and an Authority, or agreement or treaty between Authorities and applicable to HSBC or a member of the HSBC Group.

“Personal Data” means any information relating to an individual [(and corporate entities, in those countries where data privacy law applies to corporates)] from which they can be identified.

“Services” includes (a) the opening, maintaining and closing of your bank accounts, (b) providing you with credit facilities and other banking products and services, processing applications, credit and eligibility assessment, and (c) maintaining our overall relationship with you, including marketing services or products to you, market research, insurance, audit and administrative purposes.

“substantial owners” means any individuals entitled to more than 10% of the profits of or with an interest of more than 10% in an entity either directly or indirectly.

“Tax Authorities” means UK or foreign tax, revenue or monetary authorities (for example, Her Majesty's Revenue and Customs).

“Tax Certification Forms” means any forms or other documentation as may be issued or required by a Tax Authority or by us from time to time to confirm your tax status [or the tax status of a Connected Person].

“Tax Information” means documentation or information about your tax status [and the tax status of any owner, “controlling person”, “substantial owner” or beneficial owner].

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

##### **14.1 Collection, Processing and Sharing of Customer Information**

These clauses [1-4] explain how we will use your information [and that of Connected Persons]. By using the Services, you agree that we and members of the HSBC Group shall use Customer Information in accordance with such clauses.

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

- We are legally required to disclose;
- We have a public duty to disclose;
- Our [or a third party's] legitimate business purposes require disclosure;
- The disclosure is made with your consent; or
- It is disclosed as set out in this clause.

##### **COLLECTION**

14.1.1 We and other members of the HSBC Group may collect, use and share Customer Information (including relevant information about you, your transactions, your use of our products and services, and your relationships with the HSBC Group). Customer Information may be requested by us or on our behalf or that of the HSBC Group, and may be collected from you directly, from a person acting on your behalf, from other sources (including from publicly available information), and it may be generated or combined with other information available to us or any member of the HSBC Group.

##### **PROCESSING**

14.1.2 Customer Information will be processed, transferred and disclosed by us and/or members of the HSBC Group in connection with the following Purposes:

- (a) the provision of Services and to approve, manage, administer or effect any transactions that you request or authorise,
- (b) meeting Compliance Obligations,
- (c) conducting Financial Crime Risk Management Activity,
- (d) collecting any amounts due and outstanding from you,
- (e) conducting credit checks and obtaining or providing credit references,
- (f) enforcing or defending our rights, or those of a member of the HSBC Group,

(g) for our internal operational requirements or those of the HSBC Group (including credit and risk management, system or product development and planning, insurance, audit and administrative purposes),

(h) maintaining our overall relationship with you (including [if you agree] marketing or promoting financial services or related products and market research), (the “Purposes”).

## SHARING

14.1.3 By using the Services, you agree that we may, as necessary and appropriate for the Purposes, transfer and disclose any Customer Information to the following recipients globally (who may also process, transfer and disclose such Customer Information for the Purposes):

- a. any member of the HSBC Group;
- b. any sub-contractors, agents, service providers, or associates of the HSBC Group (including their employees, directors and officers);
- c. any Authorities, in response to their requests;
- d. persons acting on your behalf, payment recipients, beneficiaries, account nominees, intermediary, correspondent and agent banks, clearing houses, clearing or settlement systems, market counterparties, upstream withholding agents, swap or trade repositories, stock exchanges, companies in which you have an interest in securities (where such securities are held by us for you);
- e. any party to a transaction acquiring interest in, or assuming risk in, or in connection with, the Services;
- f. other financial institutions, credit reference agencies or credit bureaus, for the purposes of obtaining or providing credit references;
- g. any third party fund manager who provides asset management services to you;
- h. any introducing broker to whom we provide introductions or referrals;
- i. in connection with any HSBC business transfer, disposal, merger or acquisition;

wherever located, including in jurisdictions which do not have data protection laws that provide the same level of protection as the jurisdiction in which the Services are supplied.

## [YOUR OBLIGATIONS]

14.1.4 You agree to inform us promptly, [and in any event, within 30 (thirty) days] in writing if there are any changes to Customer Information supplied to us or a member of the HSBC Group from time to time, and to respond promptly to any request from us or a member of the HSBC Group.

14.1.5 You must ensure that every Connected Person whose information (including Personal Data or Tax Information) you (or anyone else on your behalf) provided, or will from time to time provide, to us or a member of the HSBC Group has been notified of and agreed to the processing, disclosure and transfer of their information as set out in these Terms before their information is provided. You must at the same time advise them that they have rights of access to, and correction of, their Personal Data.

14.1.6 Where:

- you fail to provide promptly Customer Information that we reasonably requested, or
- you withhold or withdraw any consents that we may need to process, transfer or disclose Customer Information for the Purposes (except for purposes connected with marketing or promoting products and services to you), or
- we have, or a member of the HSBC Group has, suspicions regarding Financial Crime or an associated risk,

we may:

- a. be unable to provide new, or continue to provide all or part of the, Services to you [and reserve the right to terminate our relationship with you];
- b. take actions necessary for us or a member of the HSBC Group to meet the Compliance Obligations; and/or
- c. block, transfer or close your account(s) where permitted under local Laws.

In addition, if you fail to supply promptly your, or a Connected Person's, Tax Information and accompanying statements, waivers and consents, as may be requested, then we may make our own judgment with respect to your status, including whether you are reportable to a Tax Authority, and may require us or other persons to withhold amounts as may be legally required by any Tax Authority and paying such amounts to the appropriate Tax Authority.

Issued by The Hongkong and Shanghai Banking Corporation Limited in Bangladesh [October 2015]

## 14.2 DATA PROTECTION

14.2.1 Whether it is processed in a home jurisdiction or overseas, in accordance with data protection legislation, Customer Information will be protected by a strict code of secrecy and security which all members of the HSBC Group, their staff and third parties are subject to.

14.2.2 Under relevant data protection legislation, you have the right to request copies of certain categories of Personal Data which may be held and to request that any errors in such data are corrected.

## 14.3 FINANCIAL CRIME RISK MANAGEMENT ACTIVITY

14.3.1 We, and members of the HSBC Group, are required, and may take any action to meet Compliance Obligations relating to or in connection with the detection, investigation and prevention of Financial Crime (“Financial Crime Risk Management Activity”).

Such action may include, but is not limited to: (a) screening, intercepting and investigating any instruction, communication, drawdown request, application for Services, or any payment sent to or by you, or on your behalf, (b) investigating the source of or intended recipient of funds (c) combining Customer Information with other related information in the possession of the HSBC Group, and/or (d) making further enquiries as to the status of a person or entity, whether they are subject to a sanctions regime, or confirming your identity and status.

14.3.2 Exceptionally, our Financial Crime Risk Management Activity may lead to us delaying, blocking or refusing the making or clearing of any payment, the processing of your instructions or application for Services or the provision of all or part of the Services. To the extent permissible by law, neither we nor any other member of HSBC Group shall be liable to you or any third party in respect of any loss (however it arose) that was suffered or incurred by you or a third party, caused in whole or in part in connection with the undertaking of Financial Crime Risk Management Activity.

## 14.4 TAX COMPLIANCE

You acknowledge that you are solely responsible for understanding and complying with your tax obligations (including but not limited to, tax payment or filing of returns or other required documentation relating to the payment of all relevant taxes) in all jurisdictions in which those obligations arise and relating to the opening and use of account(s) and/or Services provided by us and/or members of the HSBC Group. [Each Connected Person acting in their capacity as a Connected Person (and not in their personal capacity) also makes the same acknowledgement in their own regard.] Certain countries may have tax legislation with extra-territorial effect regardless of your [or Connected Person's] place of domicile, residence, citizenship or incorporation. Neither we nor any member of the HSBC Group provide tax advice. You are advised to seek independent legal and/or tax advice. Neither we nor any member of the HSBC Group have responsibility in respect of your tax obligations in any jurisdiction which they may arise including any that may relate specifically to the opening and use of account(s) and/or Services provided by us and/or members of the HSBC Group.

## 14.5 MISCELLANEOUS

14.5.1 In the event of any conflict or inconsistency between any of these Terms and those in any other service, product, business relationship, account or agreement between you and us, these Terms shall prevail. Any consents, authorisations, HSBC requested waivers and permissions that already exist from you in relation to Customer Information shall continue to apply in full force and effect, to the extent permissible by applicable local law.

14.5.2 If all or any part of the provisions of these Terms become illegal, invalid or unenforceable in any respect under the law of any jurisdiction, that shall not affect or impair the legality, validity or enforceability of such provision in any other jurisdictions or the remainder of these Terms in that jurisdiction.

## 14.6 SURVIVAL UPON TERMINATION

These Terms shall continue to apply notwithstanding their termination, any termination by us or a member of the HSBC Group of the provision of any Services to you or the closure of any account.