



Habib Bank Zurich (Hong Kong) Ltd.

A Restricted Licence Bank

GENERAL TERMS AND CONDITIONS OF ACCOUNTS

These General Terms and Conditions of Accounts (“these Terms and Conditions”) apply to all accounts of the Customers opened with the Bank. For the terms and conditions in relation to the operation of the accounts through the e-banking and SMS services provided by the Bank, please refer to the “Terms and Conditions for E- Banking and SMS Services”.

Customers are advised to read these Terms and Conditions carefully and make sure that they understand them and find them acceptable when applying for the opening of the accounts. Customers should seek independent professional advice in case of doubt.

1. DEFINITIONS

In these Terms and Conditions, the following terms shall have the following meanings unless the context requires otherwise.

“**Accounts**” means all types of accounts offered by the Bank to the Customer, including imprest account, fixed deposit account and call deposit account, and “**account**” means any one of such accounts.

“**Bank**” means Habib Bank Zurich (Hong Kong) Limited, a Restricted License Bank and its successors and assigns (and includes, for the avoidance of doubt, any entity into which Habib Bank Zurich (Hong Kong) Limited, a Restricted License Bank is merged or with which it is amalgamated or consolidated) where the context so permits.

“**Bank Group**” means the Bank, Habib Bank (including its head office, all of its branches and offices anywhere in the world), Habib Bank’s ultimate holding company, any subsidiary or affiliate of Habib Bank or of its ultimate holding company and all associated companies and entities (being companies and entities in which an equity interest is held by any one or more of the foregoing); and “**Member of the Bank Group**” means any one or more of them from time to time.

“**Business Day**” means a day, other than a Saturday, Sunday or public holiday, on which banks are open for general business in Hong Kong.

“**Customers**” means the persons opening and maintaining account(s) with the Bank, and “**Customer**” means any one of them.

“**Hong Kong**” means the Hong Kong Special Administrative Region of the People’s Republic of China.

2. INTERPRETATION

Unless a contrary indication appears, any reference in these Terms and Conditions to:

Unless a contrary indication appears, any reference in these Terms and Conditions to:

- a. “including” shall be construed as “including without limitation” (and cognate expressions shall be construed similarly);
- b. a “law” includes common or customary law and any constitution, decree, rule, act, directive, legislation, order, ordinance, regulation, statute, treaty or other legislative measure, in each case of any applicable jurisdiction;
- c. a “person” includes any individual, sole proprietorship, firm, company, corporation, government, state or agency of a state or any association, trust, joint venture, consortium or partnership (whether or not having separate legal personality);
- d. a “regulation” includes any regulation, rule, official directive, request or guideline (whether or not having the force of law) of any governmental, intergovernmental or supranational body, agency, department or regulatory, self- regulatory or other authority or organization;
- e. a provision of law is a reference to that provision as amended or re-enacted;
- f. one gender includes all genders and the use of neuter gender shall also include the masculine or feminine (where applicable); and a time of day is a reference to Hong Kong time.

3. RIGHTS OF THIRD PARTIES

Unless (i) expressly provided to the contrary in these Terms and Conditions or (ii) a right or remedy of a third party already exists or is available other than under the Contracts (Rights of Third Parties) Ordinance (the “3PO”), no person other than the Bank (including its officers, employees and agents) and the Customers has any right under the 3PO to enforce or to enjoy the benefit of any of these Terms and Conditions. Notwithstanding any provision of any of these Terms and Conditions to the contrary or otherwise, the consent of any person other than the Bank is not required to rescind or vary these Terms and Conditions at any time.

4. CUSTOMER’S INSTRUCTION

- 4.1 The Customer or its authorised person(s) will give instructions to the Bank in writing. For instructions given by the Customers by facsimile, email or telephone, please refer to the “Terms for Facsimile, Email and Telephone Communication”.
- 4.2 The Bank may refuse to act on a written instruction unless it is given in accordance with the Customer’s mandate, specimen signature(s) and signing arrangement with the Bank. The Bank may at its discretion require evidence of identity from any person at the counter of the Bank.

- 4.3 A change in the mandate, specimen signature(s) or signing arrangement is only effective after a reasonable time after the Bank has received actual notice of the change in form and substance to the Bank's satisfaction. Unless otherwise instructed by the Customer, the Bank is authorised to honour any instruction given prior to any such change taking effect.
- 4.4 The Customer's instructions, as understood and acted on by the Bank, are binding on the Customer. A instruction once given and accepted by the Bank cannot be altered or cancelled.
- 4.5 If a company chop and/or a company seal is used as signature by the Customer, the Customer will bear the risk of the company chop and/or the company seal being used by any unauthorised person or for unauthorised purposes. Unless due to the Bank's gross negligence or willful misconduct, the Bank will not be liable for any loss or damage resulting from or in connection with a company chop and/or a company seal being used by any unauthorised person or for any unauthorised purposes. In the event of loss of a company chop and/or a company seal used for operating an account, the Customer must immediately notify the Bank of the loss in writing. The Bank will not be responsible for any payment made before actual receipt of such written notice.
- 4.6 The Bank shall be entitled (but not bound) to accept as genuine and act upon any instruction believed by the Bank in good faith to have been given by the Customer or its authorised person(s).
- 4.7 The Customer must ensure its account has sufficient funds for the purposes of giving instructions to the Bank.

5. ACCOUNTS

- 5.1 Interest is not payable on credit balance in any imprest account.
- 5.2 The Bank may require a minimum deposit balance to be maintained in an account over such period of time as determined by the Bank from time to time. Deposit balances below the minimum will not earn interest, and may be subject to fees and charges referred to in Clause 10 (Service Charges) below.
- 5.3 Interest on a time deposit will accrue to the day prior to maturity of the time deposit and is payable on the due date and may be either withdrawn or added to the principal.
- 5.4 If no disposal instructions are received prior to the due date, time deposit may be renewed with interest for similar period at the prevailing rate.
- 5.5 If a time deposit matures on a day which is not a Business Day, the deposit shall be payable on the next Business Day and interest shall be paid up to but excluding that day.

6. WITHDRAWAL

- 6.1 The Bank shall have the right to pay to the Customer any amount withdrawn from an account by one or more of the following methods at its sole discretion: (i) by telegraphic transfer; (ii) by issuing a cheque or demand draft; (iii) by cash payment in the currency of the account or in Hong Kong dollars converted from the relevant foreign currency equivalent at the Bank's prevailing buying rate at the time of payment; or (iv) in the case of a withdrawal from a foreign currency account, issuing a cheque drawn on a bank in the country of that currency, payable in that currency.
- 6.2 A time deposit may not be withdrawn prior to maturity. However, the Bank may at its sole discretion grant a loan against the deposit at an interest rate higher than that applicable to the deposit.
- 6.3 Only cleared funds may be withdrawn.

7. CHEQUES DEPOSIT

- 7.1 The Customer shall not deposit cheques or drafts crossed "Account Payee" endorsed in its favour by the payee. If the Customer does, and for any reason the instrument is sent for collection, the Customer agrees to indemnify, and keep the Bank, its officers, employees and agents indemnified from all losses, claims, costs and expenses due to or arising out of such collection.
- 7.2 Deposit by cheque is accepted for collection only and the proceeds will not be available to the Customer until the cheque is cleared. Cheques received after the relevant cut-off times set by the Bank from time to time will be processed on the next Business Day. For instruments that are cleared through the Hong Kong Interbank Clearing Limited, the proceeds of those instruments will usually become available on the second Business Day after the date of deposit (provided the cheque is deposited before the cut-off time on the date of deposit). For instruments cleared outside Hong Kong, the collection schedule varies depending upon the country involved and the Customer should enquire the time required for advice of final payment.
- 7.3 The Customer confirms that the cheques, drafts, remittances, cash deposited to any account are generated out of its business and are in no way connected with narcotics, money laundering or any other illegal activity.

8. ACCOUNT STATEMENTS

- 8.1 A statement of account will be available to the Customer through the e-banking platform provided by the Bank and the Customer should download the statements of account by logging in such e-banking platform. A physical statement of account is issued annually free of cost to all customers (or such other intervals as may be determined by the Bank from time to time) unless i) other record of transactions is provided; (ii) there has been no transaction on the account since the last statement; or (iii) otherwise agreed with the Customer. Save as aforesaid, if the Customer does not receive a statement for more than one year, the Customer must immediately notify the Bank and a copy of the same will be supplied as soon as practicable after such notification. Customer may request for Paper form of statement of account to the bank which will be issued upon request and the Bank may charge reasonable fees as per the bank's schedule of charges for providing statements of accounts by email or post.
- 8.2 Upon downloading or receipt of the Bank's account statement, the Customer must examine carefully all entries shown in the statement and must report at once to the Bank if any errors, omissions, discrepancies or unauthorized transactions arising from whatever cause, including forgery, fraud, lack of authority or negligence of the Customer or any other person. If the Bank does not receive any report of such errors, commissions, discrepancies or unauthorized transactions within 90 days from the transaction date by the customer, such statement shall be deemed to be verified and accepted by the Customer and shall be conclusive evidence against the Customer of all transactions, entries and balances on the Customer's account. No claim to the contrary by the Customer shall be admissible against the Bank unless such errors, omissions, discrepancies or unauthorized transactions arose from (i) the forgery or fraud of any third party including any employee, agent or servant of the Customer and in relation to which the Bank has failed to exercise reasonable care and skill; (ii) the forgery or fraud by any employee, agent or servant of the Bank; or (iii) the default or negligence on the part of the Bank or any of the Bank's employees, agents or servants.

9. CLOSING OF ACCOUNTS

- 9.1 If, in the Bank's reasonable opinion, any account (i) has not been satisfactorily operated or maintained, (ii) has a nil balance, or (iii) has been inactive or dormant for such period of time as determined at the Bank's discretion, the Bank may at any time at its absolute discretion by 30 days' written notice to the Customer to close that account without being obliged to give any reason for so doing, provided that no such notice will be given in exceptional circumstances (for example, where the account is being used or is suspected of being used for illegal activities). Upon the closure of an account, the Bank shall be released from any further obligations in respect of that account or to the Customer. The Customer shall be held solely responsible for any and all consequences resulting or arising therefrom not caused by the Bank's gross negligence.
- 9.2 The Bank may at its absolute discretion transfer any balance on an account closed by the Bank pursuant to Clause 9.1 to the Bank's internal account. Subject to payment of the applicable fees and charges referred to in Clause 10 (Service Charges) below, the Customer may collect the balance from the Bank during the Bank's business hours on any Business Day.
- 9.3 The Bank may at any time if, in its reasonable discretion, it sees fit suspend the operation of, or freeze, any account of the Customer.
- 9.4 The Customer may terminate its use of account services at any time by giving the Bank prior written notice.
- 9.5 The Customer's responsibilities and liabilities to the Bank created under these Terms and Conditions will survive any suspension or termination of account services and continue to apply after such suspension or termination.

10. SERVICE CHARGES

- 10.1 The Bank may impose fees and charges from time to time as the Bank at its sole discretion thinks fit. Details of the interest rates, fees and service charges applicable to the accounts as in effect from time to time are displayed at the principal place of business and all branch offices of the Bank and will be provided on request. The Bank may at any time vary any of such interest rates, fees and charges by giving 30 days' notice to the Customer. The Bank is authorized to debit any amount payable by the Customer to the Bank from any one or more of its accounts and will inform the Customer promptly after exercising such right.
- 10.2 Without prejudice to the generality of the foregoing, the Bank may charge (i) additional fees in such reasonable amounts as the Bank may from time to time determine if the average monthly balance (as determined by the Bank) in any account falls below such minimum amount as the Bank may from time to time determine, and (ii) a periodic service charge of such amount as the Bank may from time to time determine if, in the Bank's opinion, any account has been inactive or dormant for such period as determined by the Bank or has a balance in the Bank's internal account. If the Bank decides to charge any periodic service charge on any inactive or dormant accounts as aforesaid, such charge will not be charged to the Customer and debited to the Customer's account unless and until the Bank has given 30 days' written notice to the Customer.

11. TAX AND LEGAL COMPLIANCE

- 11.1 The Customer acknowledges that it is solely responsible for complying with all laws and regulations applicable to it. This includes its obligation to declare and pay taxes. The Customer acknowledges that it is solely responsible for understanding and complying with the tax obligations (including payment and filing of returns or other required documentation related to the payment of all relevant taxes) in all jurisdictions in which those obligations arise and relating to opening and use of account(s) or services provided by the Bank.

11.2 Each connected person (such as any shareholder, director or officer of the Customer (in case of a company) or any partner of the Customer (in case of a partnership)) acting in its capacity as a connected person of the Customer also makes the same acknowledgement in its own regard. Certain countries may have tax legislation with extra- territorial effect regardless of the account holder's or a connected person's place of domicile, residence, citizenship or incorporation. Neither the Bank nor any other Member of the Bank Group has responsibility in respect of the Customer's tax obligations in any jurisdictions which may arise including any that may relate specifically to the opening and use of account(s) and services provided by the Bank.

11.3 The Customer shall conduct its business and affairs at all times in compliance with applicable financial record keeping and reporting requirements and applicable money laundering statutes in all jurisdictions in which it conducts its business and affairs or in which it is otherwise resident or domiciled, the rules and regulations thereunder and any applicable related or similar rules, regulations or guidelines, issued, administered or enforced by any governmental agency.

11.4 The Customer shall promptly provide all documents and evidence as reasonably requested by the Bank from time to time to enable it to conduct any "know your Customer " or anti-money laundering or other procedures under applicable laws and regulations.

12. RIGHTS OF THE BANK

12.1 The Bank reserves the right to make any deduction or withholding, whether on account of taxes or otherwise, from the principal amount of any deposit and the interest thereon held in any account which the Bank is compelled to make by any applicable provision of the laws of Hong Kong or of any other state, country or jurisdiction (whether of the currency in question or otherwise and whether or not the same has the force of law in Hong Kong).

12.2 The Bank and other Members of the Bank Group are and/or may be from time to time required to comply with relevant laws, regulations and requests of public and regulatory authorities 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 or scrutiny. The Customer agrees and acknowledges that the Bank may take, and may instruct (or be instructed by) any other Member of the Bank Group to take, any action which it or such other Member of the Bank Group, in its sole and absolute discretion, considers appropriate to take in accordance with or by reference to all such laws, regulations and request. Such action may include 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 Bank Group and making further enquiries as to whether a name which might refer might refer to a sanctioned person or entity actually refers to that person or entity.

12.3 Neither the Bank nor any other Member of the Bank Group shall be liable for any loss (whether direct or consequential and including loss of profit or interest) or damage suffered by the Customer arising out of or in connection with:

- i. any delay or failure by the Bank or any other Member of the Bank 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 of the Bank Group, in its sole and absolute discretion, considers appropriate to take in accordance with, or by reference to, all such laws, regulations and requests; or
- ii. the exercise of any of the Bank's rights hereunder.

13. COMMUNICATION

13.1 The Bank is entitled to set the form of notice and mode of communication with respect to each type of notice to be given under these Terms and Conditions.

13.2 Unless the Bank specifies otherwise, the Customer will be deemed to have received any notice given by the Bank:

- a. at the time of personal delivery or leaving it at the address last notified to the Bank in writing by the Customer (if delivered personally);
- b. 48 hours after the Bank has posted it to the above address if that address is in Hong Kong or seven days after posting if that address is outside Hong Kong (if sent by post); or
- c. immediately after the Bank has sent it to the fax or email address last notified to the Bank in writing by the Customer (if sent by fax or email).

13.3 Communications sent by the Customer to the Bank will be deemed to have been received by the Bank on the day of actual receipt.

13.4 The Bank may make communications with the Customer through e-banking and SMS services. Please refer to "Terms and Conditions for E-Banking and SMS Services" for the details of the terms.

14. LIABILITY AND INDEMNIFICATION

14.1 The Bank shall not be liable (i) for any loss or damage suffered by the Customer as a result of or arising from the failure of the Customer to comply with these Terms and Conditions and to exercise due care in its dealings; and (ii) any failure or delay to provide any service or to carry out any instructions due to any causes beyond its reasonable control.

14.2 The Customer will indemnify the Bank, its agents and its employees for all actions, proceedings and claims which may be brought by or against them, and for all losses, damages and reasonable costs and expenses which they may incur or suffer as a result of or in connection with any account opened by or on behalf of the Customer or the provision of any services to the Customer or the preservation or enforcement of the Bank's rights and exercise of its powers under these Terms and Conditions. However, the Customer will not be liable under this clause where the action, proceeding, losses, damages, or costs and expenses were caused by the fraud, gross negligence or wilful default of the Bank, its agents and/or its employees, to the extent that the actions, proceedings, losses, damages, or costs and expenses are directly and reasonably foreseeable as arising directly and solely from such gross negligence or wilful default.

14.3 In the event of any damages incurred due to the non-execution or the faulty execution of any instruction for which the Bank is liable due to negligence or otherwise, the liability of the Bank shall be restricted to the loss of interest. The Bank shall not be responsible for any loss of profit or any consequential or indirect loss or damage.

15. WAIVER

15.1 The rights of the Bank under these Terms and Conditions:

- a. may be exercised as often as it deems necessary; and
- b. may be waived only in writing and specifically.

15.2 The Bank's failure to exercise and the Bank's delay in exercising any right, power or remedy in these Terms and Conditions shall not operate as a waiver of that right, power or remedy, nor shall any single or partial exercise of any right, power or remedy preclude any other or further exercise of that right, power or remedy, or the exercise of any other right, power or remedy. The Bank's rights, powers and remedies provided in these Terms and Conditions are cumulative and not exclusive of any rights, powers or remedies provided by law. Furthermore, no time or indulgence expressly granted by the Bank in respect of any of the Customer's obligations under these Terms and Conditions shall in any way affect or prejudice the Bank's other rights, powers and remedies thereunder.

16. REPRESENTATIONS AND CONFIRMATIONS

16.1 The Customer confirms that it and its guarantors, directors, partners, managers and agents (where applicable) is/are not director(s), employee(s), controller(s) or minority shareholder controller(s) of the Bank or any other Member of the Bank Group and is/ are not relative(s) of any of the directors, employees, controllers or minority shareholder controllers of the Bank or any other Member of the Bank Group. For the purpose of this Clause 16.1, the terms "controller", "minority shareholder controller" and "relative" shall have the meanings used under section 83 of the Banking Ordinance (Cap. 155 of the Laws of Hong Kong). The Customer agrees and undertakes that if the foregoing confirmation changes in any respect subsequent to the date of this confirmation, it shall promptly notify the Bank in writing.

16.2 The Customer warrants that all particulars and information given to the Bank (whether in an account opening form or mandate or otherwise) are full, complete, up-to-date and accurate. The Customer must notify the Bank in writing of any change of such particulars and information as soon as practicable, including any change of the Customer's address, email address, facsimile number or telephone number.

16.3 The Customer confirms having received copies of the following documents issued by the Bank and agrees to the terms and conditions thereof.

- a. Terms for Facsimile, Email and Telephone Communication
- b. Tariff

16.4 The Customer understands their rights under data privacy and accepts the practice of the Bank regarding data privacy under the Personal Information Collection Statement (PICS) found at <https://habibbank.com/hk/wp-content/uploads/sites/5/2024/10/Personal-Information-Collection-Statement.pdf>. Therefore by signature to these terms and conditions, the Customer provides consent to the collection of personal data for the purposes specified within paragraph 3 of the Bank's PICS.

17. MISCELLANEOUS

17.1 The Bank has a lien on every type of instrument or asset irrespective of their maturities or the currencies in which they are issued, and in respect of Customers' claims, a right of set off on all deposits, or monies or securities, which the Bank holds or controls for account of the Customer. The same applies to the credits or loans facilities with or without security. The Bank is authorized and entitled to, at any time and without prior notice, apply (even if such application requires breaking of any deposit before its maturity date) any monies to the credit of any account in the name of the Customer against any indebtedness of any type whether actual, contingent, present, future, primary, collateral and whether owed by the Customer solely or jointly with any other person. If the amount dues are in different currencies, the Bank may convert either obligation at prevailing rate of exchange for the purpose of set-off. The Bank will inform the Customer promptly after exercising any rights referred to herein.

17.2 The Bank has the right to vary these Terms and Conditions from time to time. The Customer will be given reasonable notice before the variation takes effect. The Customer will be given 30 days' notice of any variation of these Terms and Conditions which will affect the Customer's fees, or the Customer's obligations and liabilities, if possible.

17.3 If the Customer does not accept any variation, the Customer can terminate the account service with the Bank by written notice. The account services will be taken to have been terminated before the date on which the variation is intended to take effect.

17.4 The Bank may appoint any agent, service provider or sub-contractor to perform any of its obligations hereunder.

17.5 The Bank may at any time assign or transfer any or all of its rights and obligations hereunder to any person without the Customer's agreement. The Customer is not allowed to assign or transfer any of the Customer's rights or obligations to any person unless with the Bank's prior written agreement.

17.6 Special rules may apply to certain type of transactions. For example, documentary bills are subject to Uniform Rules for Collections and documentary credits are subject to Uniform Customs and Practices of International Chamber of Commerce.

17.7 The Customer may raise a complaint by writing to any branch of the Bank.

18. FATCA

18.1 The Customer must, within 14 days of a reasonable request by the Bank:

- a. confirm to the Bank whether it is:
 - i. a FATCA Exempt Party; and
 - ii. not a FATCA Exempt Party; and
- b. supply to the Bank such forms, documentation and other information relating to its status under FATCA (including its applicable "passthru payment percentage" or other information required under the US Treasury Regulations or other official guidance including intergovernmental agreements) as the Bank reasonably requests for the purposes of the Bank's compliance with FATCA.

18.2 If the Customer confirms to the Bank pursuant to Clause 18.1 that it is a FATCA Exempt Party and it subsequently becomes aware that it is not, or has ceased to be a FATCA Exempt Party, the Customer must notify the Bank reasonably promptly.

18.3 If the Customer fails to confirm its status or to supply forms, documentation or other information requested in accordance with Clause 18.1, then:

- a. if the Customer failed to confirm whether it is (and/or remains) a FATCA Exempt Party then it shall be treated as if it is not a FATCA Exempt Party; and
- b. if the Customer failed to confirm its applicable "passthru payment percentage" then it shall be treated (and payments made to the Bank) as if its applicable "passthru payment percentage" is 100%, until (in each case) such time as the Customer provides the requested confirmation, forms, requested confirmation, forms, documentation or other information.

18.4 If the Customer is required to make a FATCA Deduction, it shall make that FATCA Deduction and any payment required in connection with that FATCA Deduction within the time allowed and in the minimum amount required by FATCA. The amount of them payment due from the Customer to the Bank shall be thereupon be increased to an amount which (after making any FATCA Deduction) leaves an amount equal to the payment which would have been due if no FATCA deduction had been required.

18.5 The Customer shall promptly upon becoming aware that it must make a FATCA Deduction (or that there is any change in the rate or the basis of a FATCA Deduction) notify the Bank accordingly. Thereafter and within 30 days of making either a FATCA Deduction or any payment required in connection with that FATCA Deduction, the Customer shall deliver to the Bank evidence reasonably satisfactory to the Bank that the FATCA Deduction has been made or (as applicable) any appropriate payment paid to the relevant governmental or taxation authority.

18.6 The Customer authorises the Bank and other Members of the Bank Group to disclose the relevant information relating to it and/or its accounts to the US tax authorities for the purposes of the Bank complying with its obligations under the FATCA and undertakes to fully cooperate with the Bank to ensure the Bank meets its obligations under the FATCA in connection with the Customer's accounts. Without prejudice to Clause 18.1, the Customer undertakes to notify the Bank, at its own initiative and in any event within 30 days, of its status or the status of any other beneficial owner of the Customer changing from the status of a non- U.S. person to the status of U.S. person under the U.S. tax principles.

18.7 In this Clause 18, the following terms shall have the following meanings:

"FATCA" means:

- a. sections 1471 to 1474 of the US Internal Revenue Code of 1986 or any associated regulations or other official guidance;
- b. any treaty, law, regulation or other official guidance enacted in any other jurisdiction, or relating to an intergovernmental agreement between the US and any other jurisdiction, which (in either case) facilitates the implementation of paragraph (i) above; or
- c. any agreement pursuant to the implementation of paragraph (i) or (ii) above with the US Internal Revenue Service, the US government or any governmental or taxation authority in any other jurisdiction.

"FATCA Deduction" means a deduction or withholding from a payment required by FATCA. "FATCA Exempt Party" means a person that is entitled to receive payments free from any FATCA Deduction.

19. AUTOMATIC EXCHANGE OF FINANCIAL ACCOUNT INFORMATION / COMMON REPORTING STANDARD (“CRS”)

- a. “Individual/Entity Self-Certification Form” may be kept by the Bank for the purpose of automatic exchange of financial account information, and (b) such information and information regarding the account holder and any reportable account(s) may be reported by the Bank to the Inland Revenue Department of the Government of the Hong Kong Special Administrative Region and exchanged with the tax authorities of another jurisdiction or jurisdictions in which the account holder may be resident for tax purposes, pursuant to the legal provisions for exchange of financial account information provided under the Inland Revenue Ordinance (Cap.112).
- b. The Customer understands and acknowledges that the Bank may provide, directly or indirectly, copy of the afore-mentioned form and information regarding income paid or credited to or for the benefit of the account(s) to: (i) any person that has control, receipt, or custody of income to which this form relates; (ii) any person that can disburse or make payments of income to which this form relates; or (iii) any party authorised to audit or conduct a similar control of afore-mentioned persons for tax purposes.
- c. If the Customer is an individual, the Customer certifies that it is the beneficial owner (or is authorized to sign for the individual that is the beneficial owner) of all the income to which the afore-mentioned form relates or is using this form to document itself as an individual that is an owner of an account held at the Bank. If the Customer is a person other than an individual, the Customer certifies that it is authorized to sign for the account holder of all the account(s) to which the afore-mentioned form relates.
- d. The Customer undertakes to advise the Bank of any change in circumstances which affects the tax residency status of the individual(s) identified in the afore-mentioned form, including – as the case may be – the Controlling Person(s), or causes the information contained therein to become incorrect, and to provide the Bank with a suitably updated “Individual/Entity Self-Certification Form” within 30 days of such change in circumstances. Further, the Customer understands and acknowledges that reporting and/or disclosure consequences may occur, if the Customer fails to comply with its obligations to submit the necessary form(s) and/or documentation following a change in circumstances.
- e. The Customer declares that all statements made on the “Individual/Entity Self-Certification Form” are, to the best of its knowledge and belief, true, correct and complete. The Customer confirms that all the assets deposited with the Bank are fully declared and subject to regular income / wealth taxation where the account holder and - as the case may be - the Controlling Person(s) is/are required to pay taxes in accordance with the relevant tax regulations.
- f. If the Customer is a an individual, the Customer further confirms that any and all transactions, in which the Bank is to provide banking services, are effected for legitimate reasons and do not form or intend to form part of a scheme or an arrangement for which the main purpose, or one of the purposes, is the illegal avoidance of tax liability in the relevant tax jurisdiction(s).
- g. If the Customer is a person other than an individual, the Customer confirms that it has been established for legitimate commercial reasons and that any and all transactions, in which the Bank is to provide banking services, are effected for the same reasons. Neither the Customer itself nor any transaction, in which the Bank is to provide banking services, forms or is intended to form part of a scheme or an arrangement for which the main purpose, or one of the purposes, is the illegal avoidance of tax liability in the relevant tax jurisdiction(s).
- h. The Customer further understands that it is an of fence under section 80(2E) of the Inland Revenue Ordinance if any person, in making a self- certification, makes a statement that is misleading, false or incorrect in a material particular and knows, or is reckless as to whether, the statement is misleading, false or incorrect in a material particular. A person who commits the offence is liable on conviction to a fine at level 3 (i.e. \$10,000).

20. JOINT ACCOUNTS

If the Customer comprises more than one person:

- a. the liabilities of each such person shall be joint and several and references to the Customer shall be construed as references to all and/or any one or more of those persons;
- b. all cheques, drafts or other monetary instruments payable to any one or more but not all of such persons constituting the Customer may be collected by the Bank and paid into the account not with standing being crossed “Account Payee” and not endorsed by the payee;
- c. the Bank may at any time apply all or part of the funds standing to the credit of any other account (whether a joint account or an individual account) in the name of any person constituting the Customer with the Bank in or towards discharging any liabilities of any one or more of such persons constituting the Customer to the Bank;
- d. where any one of them is authorized to operate the account singly, the Bank is authorized to comply with the instructions of any one of such persons in relation to account and acceptance of any terms and conditions in respect of the account by any one of such persons will be deemed acceptance by each and all of them;

- e. subject to paragraph (f) below, the Customer authorizes the Bank to hold on the death of any of the persons constituting the Customer any credit balance in any account and the securities and property of any description held in the name of the Customer to the order of the survivor(s) or the executors or administrators of the last survivor of the persons constituting the Customer subject to any claim or objection on the part of any competent authority, but without prejudice to i) any right the Bank may have in respect of such balance arising out of any mortgage, lien, charge, pledge, set-off, counterclaim or otherwise and ii) any legal proceedings which the Bank may see fit to take in view of any claim by any person other than the survivor(s) or the executors or administrators of the last survivor of the persons constituting the customer provided however that the Bank may on the death of one or more of the persons constituting the Customer freeze all or any of the accounts of the Customer with the Bank and/or any of the securities, properties, deeds or documents deposited with the Bank by the Customer and hold the same to the order of the survivor(s) only after the relevant probate/ letters of administration shall have been granted and lodged with the Bank; Customer freeze all or any of the accounts of the Customer with the Bank and/or any of the securities, properties, deeds or documents deposited with the Bank by the Customer and hold the same to the order of the survivor(s) only after the relevant probate/ letters of administration shall have been granted and lodged with the Bank;
- f. if any one or more of the persons constituting the Customer dies, instructions given to the Bank bearing authorized signatures in the form contained in the then current mandates shall be binding upon the Customer and each of the persons constituting the Customer and their respective executors, administrators and successors and all other persons claiming from or under the Bank until notice in writing of such death shall have been given to the Bank;
- g. the Bank may release or discharge any one or more persons constituting the Customer from liability or compound with, accept compositions from, or make any other arrangement with, any of them without affecting the Bank's rights and remedies against the remaining person;
- h. each of the persons constituting the Customer shall be bound by these Terms and Conditions and such other terms and conditions governing the account even though
 - i. any other person or any person intended to be bound hereby is not or
 - ii. these Terms and Conditions may be invalid or unenforceable against any one or more of such persons by reason of fraud, forgery or otherwise;
- i. any notice to any one person constituting the Customer will be deemed effective notification to all such persons; and
- j. the Bank is authorized to provide information relating to the account to any one person.

21. SOLE PROPRIETORSHIP OR PARTNERSHIP

21.1 If the Customer is a sole proprietorship or a partnership:

- a. the Bank is authorised to comply with all directions given for or in connection with the account(s) on behalf of the Customer, including a direction to close the account(s) unless otherwise agreed with the Bank, for which all partners shall be jointly and severally liable if it is a partnership, and to accept and act upon all receipts for monies deposited with or owing by the Bank on the account(s), provided that such cheques, promissory notes, orders, bills, receipts or directions are given in such form or manner or by such means as shall be acceptable to the Bank at any time and from time to time by the sole proprietor or such partners or such authorised persons according to the signing arrangement as set out in the account opening form as amended in accordance with (c) below;
- b. any securities or other property of or deposited in the name of the Customer may be withdrawn and any monies may be borrowed from the Bank in the name or on behalf of the Customer, and may be secured in any manner upon any securities, monies or property of or deposited in the name of the Customer by the sole proprietor or all partners or by other authorised persons according to the borrowing arrangement as set out in the account opening form as amended in accordance with (c) below and all partners will be jointly and severally responsible for the repayment of such monies with interest, costs, charges and expenses if it is a partnership; and
- c. the person(s) authorised for the purpose of (a) or (b) above and/or the signing/borrowing arrangement as set out in the account opening form may be amended and changed from time to time upon notice in writing to the Bank (in such form as the Bank has prescribed for such purpose) duly signed by the sole proprietor or, as the case may be, all the partners and such changes shall not be binding on the Bank until written notice thereof is received by the Bank.

21.2 If the Customer is a partnership:

- a. the Bank shall be entitled to treat the partners or last partner, for the time being, of the Customer as having the full power to carry on the business of the Customer and to deal with its assets freely, and to treat the Customer as not dissolved, notwithstanding any change in the constitution or name of the Customer or the membership of the Customer by death, bankruptcy, retirement, admission or otherwise or the occurrence of any event which, but for this provision, would dissolve the Customer so that the authority contained in Clause 8.1 and Clause 8.2 shall remain in force, notwithstanding the occurrence of any of the above events or any other circumstances, until such time as the authority shall be revoked in writing by any one of the partners or the legal personal representatives or trustees of any one of the partners; and
- b. these Terms and Conditions shall prevail over any contrary agreement between all partners, whether or not known to the Bank.

22. COLLECTION AND DISCLOSURE OF CUSTOMER INFORMATION

22.1 Terms used in this Clause 22 shall have the meanings set out in Clause 1 and Clause 22.1. “Authorities” includes any local or foreign judicial, administrative, public or regulatory body, any government, any Tax Authority, securities or futures exchange, court, central bank or law enforcement body, self-regulatory or industry bodies or associations of financial service providers or any of their agents with jurisdiction over any part of the Bank Group.

“**Compliance Obligations**” means obligations of the Bank Group to comply with (a) any Laws or international guidance and internal policies or procedures. (b) any demand from Authorities or reporting, disclosure or other obligations under Laws, and (c) Laws requiring the Bank Group to verify the identity of its customers. “**Connected Person**” means a person or entity (other than the Customer) whose information (including Personal Data or Tax Information) is provided by the Customer, or on the Customer’s behalf, to any Member of the Bank Group or which is otherwise received by any Member of the Bank Group in connection with the provision of the Services. Group to verify the identity of its customers.

A Connected Person may include any guarantor, a director or officer of a company, partners or Members of a partnership, any Substantial Owner, Controlling Person, or beneficial owner, trustee, settlor or protector of a trust, account holder of a designated account, payee of a designated payment, the Customer’s representative, agent or nominee, or any other persons or entities with whom the Customer has a relationship that is relevant to its relationship with the Bank Group.

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

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

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

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

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

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

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

“**Substantial Owner**” means any individual entitled to more than 10% of the profits of or with an interest of more than 10% in an entity, directly or indirectly.

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

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

“**Tax Information**” means documentation or information about the Customer’s tax status or the tax status of a Connected Person.

22.2 This Clause explains how the Bank will use information about the Customer and Connected Persons. The main source this information is derived from is the Bank’s Personal Information Collection Statement (PICS), which applies to every Customer, Connected Person and/or other individuals. The PICS contains important information about how the Bank and the Bank Group will use personal data and the Customer should read this Clause in conjunction with the PICS. The Bank and Members of the Bank Group may use Customer Information in accordance with this Clause 22 and the Bank’s PICS.

22.3 Customer Information will not be disclosed to anyone (including other Members of the Bank Group), other than where:

- a. the Bank is legally required to disclose;
- b. the Bank has a public duty to disclose;
- c. the Bank’s legitimate business purposes require disclosure;
- d. the disclosure is made with the data subject’s consent;
- e. it is disclosed as set out in this Clause 22 or the PICS.

- 22.4 The Bank and other Members of the Bank Group may collect, use and share Customer Information. Customer Information may be requested by the Bank or on behalf of the Bank or the Bank Group, and may be collected from the Customer directly, from a person acting on behalf of the Customer, from other sources (including from publicly available information), and it may be generated or combined with other information available to the Bank or any Member of the Bank Group.
- 22.5 The Bank and other Members of the Bank Group may use, transfer and disclose Customer Information
- a. in connection with the purposes set out in this Clause 22 (applicable to Customer Information other than Personal Data);
 - b. as set out in the PICS (applicable to Personal Data); and
 - c. in connection with matching against any data held by the Bank or the Bank Group for whatever purpose (whether or not with a view to taking any adverse action against the Customer) ((a) to (c) are collectively referred to as the "Purposes").
- 22.6 The Bank may (as necessary and appropriate for the Purposes) transfer and disclose any of Customer Information to the recipients set out in the PICS (who may also use, transfer and disclose such information for the Purposes).
- 22.7 The Customer agrees to inform the Bank promptly and in any event, within 30 days in writing if there are any changes to Customer Information supplied to the Bank or a Member of the Bank Group from time to time, and to respond promptly to any request for Customer Information from the Bank or a Member of the Bank Group.
- 22.8 The Customer confirms that every Connected Person whose information (including Personal Data or Tax Information) has been (or will be) provided to the Bank or a Member of the Bank Group has (or will at the relevant time have) been notified of and agreed to the processing, disclosure and transfer of their information as set out in this Clause 22. The Customer shall advise any such Connected Persons that they have rights of access to, and correction of, their Personal Data.
- 22.9 The Customer consents and shall take such steps as are required from time to time for the purposes of any applicable data protection law or secrecy law to permit the Bank to use, store, disclose, process and transfer all of Customer Information in the manner described in these Terms and Conditions. The Customer agrees to the Bank promptly in writing if the Customer is not able or have failed to comply with the obligations set out in Clause 22.8 and this Clause 22.9 in any respect.
- 22.10 Where,
- i. the Customer or any Connected Person fail(s) to provide promptly Customer Information reasonably requested by the Bank, or
 - ii. the Customer or any Connected Person withhold(s) or withdraw(s) any consents that the Bank may need to process, transfer or disclose Customer Information for the Purposes (except for the purposes connected with international data transfer or marketing or promoting products and services to the customer), or
 - iii. the Bank or a Member of the Bank Group has suspicions regarding Financial Crime or an associated risk

the Bank may:

- a. be unable to provide new, or continue to provide all or part of the Services to the Customer and reserve the right to terminate its relationship with the Customer;
- b. take actions necessary for the Bank or a Member of the Bank Group to meet the Compliance Obligations; and
- c. block, transfer or close the Customer's account(s) where permitted under local Laws. In addition, if the Customer fails to supply promptly the Customer's, or a Connected Person's, Tax Information and accompanying statements, waivers and consents, as may be requested, then the Bank may make its own judgment with respect to the Customer's status or that of the Connected Person, including whether the Customer or a Connected Person is reportable to a Tax Authority, and may require the Bank or other persons to withhold amounts as may be legally required by any Tax Authority and to pay such amounts to the appropriate Tax Authority.

23. GOVERNING LAW AND JURISDICTIONS

23.1 These Terms and Conditions and the relationship between the Customer and the Bank are governed by and shall be construed in accordance with the laws of Hong Kong. The Customer submits to the non-exclusive jurisdiction of the Hong Kong Courts. However, the Bank retains the right to take legal action in the Courts of any competent jurisdiction.

23.2 If the Customer does not have a residence or registered office in Hong Kong, the customer must appoint a limited company incorporated in Hong Kong to be its agent ("Process Agent") to accept service of any legal process in Hong Kong in connection with the account and/or these Terms and Conditions and/ or anything arising therefrom or thereunder. The customer agrees that any writ, summons, order, judgment or other document issued in connection there with shall be deemed duly and sufficiently served on it if addressed to the Process Agent and left at sent by post (postage prepaid) to, the Process Agent's address. The foregoing shall not limit the rights of the Bank to serve process on the customer in any manner permitted by law in any jurisdiction. This provision shall be without prejudice and in addition to any other effective mode of service of legal process on the Customer.

Chinese versions of the general Terms and conditions of accounts is available on the Bank website.

Signature

Signature

FOR OFFICIAL USE

Introduction Source
Account Opened by: Staff Name
Signature

Reviewed by Second Officer
Signature

Approved by Branch Manager
Signature