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# Relationship Terms of Business



Effective Date: 03 July 2023

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## 1. TERMS OF BUSINESS

- 1.1 These terms of business, together with any schedules, supplemental terms, and accompanying documents, as introduced, amended or supplemented from time to time (the “**Terms**”) will govern your banking relationship with HSBC Bank (China) Company Limited (“**HSBC**” or “we”) and the Services you receive from HSBC, from time to time.
- 1.2 These Terms govern how HSBC will use your information and that of your Connected Persons. By using the Services, you agree, that HSBC and members of the HSBC Group shall use Customer Information in accordance with these Terms.
- 1.3 These Terms will (i) supplement any terms of business provided to you, and any product documentation in place between us, whether such terms of business and/or product documentation is entered into before, on or after the date of these Terms, and will (ii) be in addition to the terms and conditions in all other agreements, express or implied, and whether entered into before, on or after the date of these Terms, between us.
- 1.4 These Terms supersede all provisions previously in force between you and HSBC concerning the subject matter covered by these Terms, in particular to the extent of any conflict or inconsistency.
- 1.5 These Terms shall prevail in the event of any conflict or inconsistency between any of these Terms and those in any other service, product, business relationship, or agreement between you and HSBC (the “Other Terms”), whether entered into before, on or after the date of these Terms, notwithstanding the existence of any contrary provisions in such Other Terms regarding conflict or inconsistency between such Other Terms and these Terms. Any consents, authorisations, HSBC requested waivers and permissions that you have already provided in relation to Customer Information shall continue to apply in full force and effect, to the extent permissible by applicable local law.
- 1.6 Notwithstanding any other provisions under these Terms, these Terms shall not affect or impair HSBC’s rights under any other documents.

### 1.7 INTERPRETATION

- (a) References to “the **Customer**” or “**you**” shall mean you.
- (b) The definitions set out in **Definitions Schedule** will apply except where the context requires otherwise.
- (c) Clause headings are included for convenience and do not affect interpretation.
- (d) A reference to these Terms includes any variation, supplement, novation or replacement of any of them.
- (e) References to a person include a sole proprietorship partnership, body corporate, an unincorporated association or an authority and include that person’s executors, administrators, successors, substitutes (including, without limitation, persons taking by novation) and assigns.
- (f) Reference to the “**PRC**” in these Terms does not include the following jurisdictions of the People’s Republic of China: the Hong Kong Special Administrative Region, the Macau Special Administrative Region, and Taiwan region.

## 2. COLLECTION, PROCESSING AND SHARING OF CUSTOMER INFORMATION

**This Clause 2 and the HSBC’s Personal Information and Privacy Protection Policy (the Customer and Connected Persons may ask for a copy of the said policy or check the same at HSBC’s website [www.hsbc.com.cn](http://www.hsbc.com.cn)) explains how HSBC will use information about the Customer and Connected Persons. By using the Services, the Customer agrees that HSBC and members of the HSBC Group may use Customer Information in accordance with this Clause 2 and HSBC’s Personal Information and Privacy Protection Policy.**

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

- **HSBC is legally required to disclose;**
- **HSBC has a public duty to disclose;**
- **the disclosure is made with the Customer consent; or**
- **it is disclosed as set out in this Clause 2.**

### 2.1 COLLECTION

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HSBC and other members of the HSBC Group may collect, use and share Customer Information. Customer Information may be requested from you (or a person acting on your behalf), or may also be collected by or on behalf of HSBC, or members of the HSBC Group, from other sources (including from publically available information), generated or combined with other information available to HSBC or any member of the HSBC Group.

## 2.2 PROCESSING

HSBC and/or members of the HSBC Group may, to the extent not prohibited by the applicable Laws, process, transfer and disclose Customer Information in connection with the following Purposes (the "Purposes"):

- (a) for 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 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, or performing our obligations 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 HSBC Group's overall relationship with you (to the extent permitted by Laws) marketing or promoting financial services (including the Services) or related products to the Customer or Connected Persons, and conducting market research; and/or
- (i) obtaining or utilizing administrative, telecommunications, computer, payment, data storage, processing, outsourcing and/or other services.

## 2.3 SHARING

By using the Services, you agree that HSBC may, to the extent not prohibited by the applicable PRC laws and regulations, (as necessary and appropriate for the Purposes) transfer and disclose any Customer Information, including 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, business partners or associates of the HSBC Group (including their employees, directors and officers);
- (c) any Authorities;
- (d) anyone acting on your behalf, payment recipients, beneficiaries, account nominees, intermediary, correspondent and agent banks (eg: for CHAPS, BACS, SWIFT), 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 HSBC for you), or anyone making any payment to you;
- (e) any party acquiring an interest in or assuming risk in or in connection with the Services;
- (f) other financial institutions, credit reference agencies or credit bureaus (including without limitation the Basic Financial Credit Information Database), for obtaining or providing credit references;
- (g) any third party fund manager providing you with asset management services;
- (h) any introducing broker to whom HSBC provides introductions or referrals; and/or
- (i) in connection with any business transfer, disposal, merger or acquisition of HSBC.

2.4 You agree to provide Customer Information and other materials promptly (no later than 5-business days or a shorter period as required by Laws) in accordance with Laws, these Terms or HSBC's reasonable requirements. You agree to inform HSBC promptly in writing and carry out alteration formalities in the manner as described above, if there are any

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changes to Customer Information and any other materials supplied to HSBC or a member of the HSBC Group from time to time, and to respond promptly to any request from HSBC or a member of the HSBC Group.

2.5 You confirm that every Connected Person whose information (including Personal Data or Tax Information) you (or anyone on your behalf) have provided, or will from time to time provide to HSBC 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. You shall, at the same time, advise Connected Persons that they may have rights of access to, and correction of, their Personal Data.

2.6 You acknowledge that where:

- (1) you fail to provide or change Customer Information or other materials in accordance with these Terms;
- (2) you withhold or withdraw any consents which HSBC may need to process, transfer or disclose Customer Information for the Purposes (except for purposes connected with promoting products and services to the Customer);
- (3) HSBC, or a member of the HSBC Group, has suspicions regarding the possible commission of Financial Crime or a Customer presents a potential Financial Crime risk to a member of the HSBC Group; or
- (4) HSBC reasonably considers that any event or circumstance set out below occurs:
  - (a) HSBC is reasonably suspicious that the Customer is likely to commit or be related to Financial Crime or other illegal activity, or the Customer or any transaction in which it is involved may be related to sanctions in accordance with Laws;
  - (b) the Customer does not comply with any other provisions in these Terms or any other agreements or documents signed with HSBC;
  - (c) HSBC is required to take relevant action under Laws or by Authorities; or
  - (d) any reputational, financial or other lawful rights and interests of HSBC, its staff or agent may be prejudiced without the taking of relevant actions,

to the extent not prohibited by the applicable PRC laws and regulations, HSBC may:

- (a) be unable to provide new, or continue to provide all or part of the, Services to you and reserves the right to terminate its business relationship with you; and/or
- (b) take actions necessary for HSBC or a member of the HSBC Group to meet the Compliance Obligations.

In addition, your failure to supply your, or your Connected Person's, Tax Information and accompanying statements, waivers and consents, or other relevant circumstances relating to you or your Connected Persons, may result in HSBC making its own decision with respect to your status, or that of your Connected Persons, including whether to report you to a Tax Authority, and may require HSBC or other persons to withhold amounts as may be legally required by any Tax Authority and paying such amounts to any Tax Authority or to take any of the other measures set out in (a) through (c) above.

### 3. DATA PROTECTION

Whether it is processed in a home jurisdiction or overseas, in accordance with applicable 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.

### 4. FINANCIAL CRIME RISK MANAGEMENT ACTIVITY

4.1 HSBC, and members of the HSBC Group, are required, and may take any action they consider appropriate, to meet Compliance Obligations in connection with the detection, investigation and prevention of Financial Crime ("Financial Crime Risk Management Activity"), except to the extent taking any such action would result in a violation of any applicable PRC laws or regulations by HSBC.

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 a Customer's identity and status.

4.2 Exceptionally, our Financial Crime Risk Management Activity may lead to us delaying, blocking or refusing the making

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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 not prohibited by the applicable PRC laws and regulations, neither HSBC nor any other member of HSBC Group shall be liable to you or any third party in respect of any loss whether incurred by you or a third party caused in whole or in part in connection with the undertaking of Financial Crime Risk Management Activity.

## 5. 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 Services provided by HSBC 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 your Connected Person's place of domicile, residence, citizenship or incorporation. Neither HSBC nor any member of the HSBC Group provides tax advice. You are advised to seek independent legal and/or tax advice. Neither HSBC nor any member of the HSBC Group has responsibility in respect of your tax obligations in any jurisdiction which they may arise including, without limitation, any that may relate specifically to the Services provided by HSBC and/or members of the HSBC Group.

## 6. BEARER SHARES

If you or any of your shareholder (whether direct or indirect) is a company incorporated in a jurisdiction that permits issuance of bearer shares, you confirm and warrant that neither you nor such shareholder have issued any bearer shares and further undertake that you will notify us promptly if you or such shareholder issue or convert any of your or the shareholder's shares to.

## 7. CHARGES

You shall pay to HSBC fees, costs and charges in connection with the Services provided by HSBC in accordance with HSBC's standard fees and charges as in effect from time to time pursuant to the provisions of clause 8.2 below (unless HSBC separately agrees different fees and charges with you). A list of HSBC's standard fees and charges is available upon request from any branch of HSBC in the PRC.

## 8. MISCELLANEOUS

### 8.1 SURVIVAL UPON TERMINATION

Clauses 1 to 4 and 8 of these Terms shall survive the termination of these Terms, any termination by HSBC or a member of the HSBC Group of the provision of any Services to you.

### 8.2 VARIATION

The terms herein and those pertaining to any service provided by HSBC (including without limitation HSBC's standard fees and charges) may, at HSBC's sole discretion, be changed from time to time by way of publishing, placing or displaying announcements or notices on HSBC's websites or in HSBC's premises or sending notice to the Customer in such other method as HSBC may decide. If you do not cancel the Services prior to the expiry of the notice period, you shall be deemed have agreed to such change.

### 8.3 ASSIGNMENT

The obligations under these Terms bind you and your respective successors, permitted assigns and personal representatives as applicable. You may not novate or assign any of your rights and/or obligations under these Terms without our prior written consent.

### 8.4 COMMUNICATION

- (1) You acknowledge that HSBC may deliver letters, notices and other communications to you to such contact details (including without limitation, address, email and facsimile number) designated by you from time to time for communication purpose in such manner as required by or acceptable to HSBC (collectively the "**Designated Contact Details**").
- (2) You warrant that the Designated Contact Details and all other particulars given to HSBC are accurate. You undertake to notify HSBC in writing of any change of its Designated Contact Details or other pertinent particulars recorded with HSBC.
- (3) Any letter or notice delivered to your registered address or Designated Contact Details, whether or not received as signed and acknowledged by you, shall be deemed to have been duly delivered to you.
- (4) Where in HSBC's opinion communications sent to your registered address or Designated Contact Details fail to reach you, HSBC may in its sole discretion stop sending further communication (including without limitation communications in relation to the Service) to such address/Designated Contact Details or to you.
- (5) You confirm that, for this purpose, you have regular access to the internet and consent to HSBC providing you with

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information by posting such information on HSBC's website at [www.hsbc.com.cn](http://www.hsbc.com.cn).

#### 8.5 RIGHTS AND REMEDIES

The rights and remedies herein are cumulative and not exclusive of any rights or remedies provided by law. No failure to exercise or delay in exercising the same shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise thereof.

#### 8.6 WAIVER

In the event that any party fails, or delays, to exercise a right under these Terms, that party may still exercise that right later. Any waiver of any right shall be in writing and limited to the specific circumstances.

#### 8.7 SEVERABILITY

Each provision of these Terms is severable and if any provision is or becomes illegal, invalid or unenforceable in any jurisdiction, that provision is severed only in that particular jurisdiction. All other provisions shall continue to have effect.

#### 8.8 FURTHER ASSURANCES

You shall from time to time execute such documents and perform such acts and things as we may reasonably require to give full effect to the provisions of these Terms.

### 9. GOVERNING LAW AND JURISDICTION

These Terms and any non-contractual obligations arising out of or in connection with them shall be governed by the PRC laws and the parties submit to the exclusive jurisdiction of the court at the place of HSBC's principal office.

### 10. Contact HSBC

For any suggestion on HSBC's service, please contact us at: 400 821 8878

### CUSTOMER ACCEPTANCE

We kindly request that you sign these Terms where indicated below and return a signed copy to us.

You hereby consent to, accept and acknowledge these Terms of Business by signing below.

**Company Name:**

**Signed:**

**Date:**

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## DEFINITIONS SCHEDULE

<b>"Authorities"</b>	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.
<b>"Compliance Obligations"</b>	means obligations of the HSBC Group to comply with: (a) Laws, or international guidance and internal policies or procedures, (b) any demand and/or requests from Authorities or reporting, disclosure or other obligations under Laws, and (c) Laws requiring HSBC to verify the identity of our customers.
<b>"Connected Person"</b>	means a person or entity (other than you) whose information (including Personal Data or Tax Information) you provide, or is provided on your behalf, to any member of the HSBC Group in connection with the provision of the Services. 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, representative, your agent or nominee, or your principal where you are acting on another's behalf, or any other persons or entities with whom you have a relationship (such as the Customer's buyers, suppliers and vendors) that is relevant to your banking or other service relationship with the HSBC Group.
<b>"controlling persons"</b>	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 any other individual who exercises ultimate effective control over the trust, and for entities other than a trust, such term means persons in equivalent or similar positions of control).
<b>"Customer Information"</b>	means Personal Data, Tax Information and/or confidential information of either the Customer or a Connected Person.
<b>"Financial Crime"</b>	means money laundering, terrorist financing, bribery, corruption, tax evasion, fraud, evasion of economic or trade sanctions, and/or violations, or acts or attempts to circumvent or violate any Laws relating to these matters.
<b>"HSBC Group"</b>	means HSBC Holdings plc, and/or any of, 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.
<b>"Laws"</b>	means any law, regulation, ordinance, rule, judgment, decree, voluntary code, directive, sanctions regime, court order applicable to any member of the HSBC Group and/or you, any agreement between any member of the HSBC Group and an Authority, or any agreement or treaty between Authorities and applicable to HSBC or a member of the HSBC Group.
<b>"Personal Data"</b>	means any kind of information related to an identified or identifiable natural person as electronically or otherwise recorded, excluding information that has been anonymized. Personal Data include name, birth date, ID certificate information (ID card, passport and etc.), personal biometrics recognition information, contact information, address, account information, property status, location and etc.
<b>"Services"</b>	includes, without limitation, (a) providing you with credit facilities and other banking products and services, processing applications, ancillary credit assessment and product eligibility assessment, and (b) the maintenance of HSBC's overall relationship with you, including promoting financial services or related products to you, market research, insurance, audit and administrative purposes.
<b>"substantial owners"</b>	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.
<b>"Tax Authorities"</b>	means domestic or foreign tax, revenue or monetary authorities.
<b>"Tax Certification Forms"</b>	means any forms or other documentation as may be issued or required by a Tax Authority or by HSBC from time to time to confirm your tax status or that of a Connected Person.
<b>"Tax Information"</b>	means any documentation or information (and accompanying statements, waivers and consents) relating, directly or indirectly, to your tax status and the tax status of any owner, "controlling person", "substantial owner" or beneficial owner, that HSBC considers, acting reasonably, is needed to comply (or demonstrate compliance, or avoid non-compliance) with any HSBC Group member's obligations to any Tax Authority.

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“Tax Information” includes, but is not limited to, information about: tax residence and/or place of organisation (as applicable), tax domicile, tax identification number, Tax Certification Forms, certain Personal Data.