



# Corporate Payment Services Customer Agreement

HSBC Bank Egypt S.A.E. and

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THIS Agreement is made on

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BETWEEN:

(1) HSBC Bank Egypt S.A.E. PO Box 124, Maadi, Cairo, Egypt hereinafter referred to as the "Bank". The Bank is regulated by the Central Bank of Egypt; and

(2)  with its registered office at   
(the "Customer"),

together the "Parties" and each a "Party".

WHEREAS:

- (A) An electronic portal known as e-finance has been introduced in Egypt to enable businesses to pay for various government payments including customs fees and taxes.
- (B) The Bank offers a service that allows its customers to make payments using the e-finance platform.
- (C) The Customer has agreed to appoint the Bank to provide the services described in this Agreement, and the Bank has consented to the provision of the services, in Egypt on the terms set out in this Agreement.

IT IS AGREED as follows:

1. INTERPRETATION:

- a) The interpretation and construction of this Agreement shall be subject to the following rules, except where the context makes it clear that a rule is not intended to apply:
  - i) a singular word includes the plural, and vice versa;
  - ii) a word which suggests one gender includes the other genders;
  - iii) the headings in this Agreement are for reference purposes only and shall not affect the interpretation or construction of this Agreement; and
  - iv) general words are not to be given a restrictive meaning because they are followed by particular examples, and any words introduced by the terms "including", "include", "in particular" or any similar expression will be construed as illustrative and the words following any of those terms will not limit the sense of the words preceding those terms.

2. DEFINITIONS:

In this Agreement:

Agreement means these terms and conditions, the completed Schedules and any documents incorporated by reference herein or therein as supplemented by the General Terms and Conditions;

Communication means communication (in any form) between Customer and Bank, but which shall not include Instructions;

Customer Information Form means the form as set out in Schedule 1 to be completed by the Company to nominate the primary account that will be used by the Bank to open the CPS Customer Account and to provide Customer tax information;

CPS Customer Account means the additional suffix account opened by the Bank on behalf of the Customer that will be debited when making payments using the E-Finance Portal;

CPS Users Authorisation Form means the form set out in Schedule 2 – CPS Users Authorisation Form which is to be completed by the Company to appoint CPS Users;

CPS Users means individuals designated by the Customer to access and/or make Government Payments using the CPS Service;

E-Finance Company means the national company in Egypt that operates the Egyptian Government financial network;

E-Finance Portal means the online portal provided by the E-Finance Company in Egypt used by Customers to make Government Payments;

Force Majeure Event means any event beyond the reasonable control of a Party affecting that Party's ability to comply with the Agreement, such as:

- (a) any natural event such as flood, storm or earthquake,
- (b) war, civil disturbance or act of terrorism,
- (c) industrial action,
- (d) Act of God,
- (e) action of a government or governmental agency,
- (f) change of law or regulation (or change in the interpretation of law or regulation),
- (g) power or equipment failure or interruption, or
- (h) interruption, failure or delay in receiving or acting on any Communication or Instruction caused by an Infrastructure Provider;

General Terms and Conditions means the Bank's Corporate Banking General Terms and Conditions for the Operation of Accounts available at <https://www.business.hsbc.com.eg> (as amended by the Bank from time to time) or such other terms as otherwise agreed in writing between the Bank and the Customer;

Government Payments means payments to some government entities in Egypt through the E-Finance Portal including but not limited to customs fees and taxes or other payments that the government in Egypt may decide from time to time;

HSBC Group means HSBC Holdings plc, its subsidiaries, related bodies corporate, associated entities and undertakings and any of their branches;

HSBCnet means the Bank's online internet banking channel to enable Customers to send Instructions;

Infrastructure Provider means any third party providing shared market infrastructure necessary for a Party to perform its obligations under the Agreement including the E-Finance Platform, any communications, clearing, settlement or payment system, or intermediary or correspondent bank;

Instruction means any communication which is received by the Bank in relation to the Service which:

- (a) contains the necessary information for the Bank to carry out the payment or other act on the Customer's behalf; and
- (b) has or, in the reasonable opinion of the Bank, appears to have been provided by a person authorised by the Customer;

Loss means any loss, damages, liability, costs, claims, demands and expenses of any kind whether or not foreseeable;

Schedule means a document attached to this Agreement headed 'Schedule [ ]';

Signature Date means the date of execution of this Agreement as set out in the beginning of this Agreement;

Tariff of Charges means the Bank's Corporate Banking Tariff of Charges (as amended from time to time) and available for download from the Bank's website <https://www.business.hsbc.com.eg> or in hard copy format from the Bank's corporate branches; and

Working Day means any day (excluding a Friday or public holiday in Egypt) when banks are generally open for business in Egypt.

### 3. THE SERVICES

The Bank offers Customers the ability to make Government Payments via the E-Finance Portal by utilising HSBCnet to debit the CPS Customer Account when a payment is made (the "CPS Service").

### 4. THE CUSTOMER'S OBLIGATIONS

The Customer must:

- a) sign up to all necessary agreements and other documentation with the Bank to avail HSBCnet as a pre-requisite to availing the CPS Service;
- b) complete the Customer Information Form and the CPS Users Authorisation Form prior to the commencement of the CPS Services;
- c) ensure that adequate funds are in the CPS Customer Account prior to making any Government Payments;
- d) not use the CPS Account for any other payments or purpose than making Government Payments; and
- e) observe and comply at all times and acknowledge all the reasonable instructions, directions and procedures prescribed or issued by the Bank or the e-Finance company relating to the CPS Services.

### 5. BANK OBLIGATIONS

The Bank will:

- a) open a CPS Customer Account;
- b) link the CPS Customer Account to the E-Finance Portal to allow the available balance of funds in the CPS Customer Account to be shown on the E-Finance Portal;
- c) set up the CPS Users upon receipt of a completed CPS Users Authorisation Form and provide email confirmation when the set up is completed to the CPS Users;
- d) provide the CPS Users access to the CPS Service through the E-Finance Portal;
- e) co-ordinate with representatives from the E-Finance Company to arrange training for CPS Users on the CPS Service.
- f) provide the Customer with the details of support teams to reach out to on an ongoing basis for any query.

### 6. DATA

The Customer hereby consents to HSBC sharing information about the Customer including the CPS Account as necessary for the provision of the CPS Services, including sharing any data as required from time to time by the E-Finance Company.

### 7. Charges

- a) In consideration for provision of the Services, the Customer agrees that it shall pay to the Bank all fees, costs, charges, interest and expenses in connection with the Services. These will be the Bank's standard fees and charges as set out in the Tariff of Charges unless the Bank separately agrees different fees and charges with the Customer. Unless otherwise stated,

all amounts payable pursuant to this Agreement are exclusive of value added, sales, use, goods and services, business, stamp or any similar taxes or duties that may be applicable. All such taxes or duties will be applied in accordance with applicable legislation and the Bank will issue valid invoices or other documents in connection with such taxes or duties as appropriate. Payment of all amounts due pursuant to this Agreement will be made clear and free of any deduction or withholding for or on account of tax, set-off, counterclaim or other charges so the Bank receives such amounts in full. If a deduction or withholding for or on account of tax is required to be made by law, the payment shall be increased to an amount which after making any deduction or withholding leaves an amount equal to the payment which would have been made if no withholding or deduction had been required. The Customer shall make any payment required in connection with such tax deduction or withholding within the time allowed by law and if so requested by the Bank, promptly provide evidence in such form as the Bank may reasonably request to the Bank that such payment has been made.

- b) The Customer agrees and confirms that the Bank may amend the Tariff of Charges by:
  - i) posting a copy of such amendments (or new version) on the Bank's website; or
  - ii) sending a copy of the proposed amendment (or new version) to the Customer by regular mail or email,and that such amendments to (or new version) of the Tariff of Charges shall become effective on the date falling 30 days after the sending or posting, as the case may be, of the notice of the amendments or new version, as the case may be.
- c) The Customer agrees and confirms that the Bank is not required to provide the Customer with any other notice of (or seek any additional consent from the Customer) to amendments or new versions of such Tariff of Charges.
- d) The Customer hereby agrees and confirms that the Bank may, but is not obliged to, deduct any fees, costs, charges, interest and expenses payable by the Customer from any account held with the Bank. If the Customer fails to pay any amount due under this Agreement when such amount falls due, the Customer shall pay to the Bank interest and charges on such overdue amounts at the rate the Bank determines (acting reasonably) unless otherwise agreed.

#### 8. TERM AND TERMINATION

- a) This Agreement shall commence on the Signature Date and shall continue until it is terminated in accordance with this clause 8.
- b) Either Party may terminate this Agreement or any Services:
  - i) on not less than 30 days' written notice to the other Party; or
  - ii) With immediate effect by written notice to the other:
    - (1) if the other Party commits a material breach of this Agreement which is not remedied within 14 days of a written notice requiring remedy; or
    - (2) if the other Party becomes insolvent or equivalent under the laws of any applicable jurisdiction.
- c) The Bank may suspend this Agreement and, at its option, any of the Services on written notice with immediate effect:
  - i) in the event that the Bank considers (at its absolute discretion) that it is required by any applicable law or regulation, or any rule or guidance of any regulatory body that has authority over the Bank (or with whose rules and guidance the Bank is accustomed to comply to do so); or
  - ii) in the event that the Bank's contract with the Service Provider is terminated for whatever reason.
- d) Termination of this Agreement (either in whole or in part) will not affect any accrued rights and remedies of either Party accrued to the date of termination.

#### 9. PERFORMANCE AND LIABILITY

- a) The Bank will perform its obligations under the Agreement using such level of skill and care as would be considered commercially reasonable by reference to the standards and practices of the banking industry.

- b) Neither Party shall be liable for any:
  - i) consequential, incidental or indirect Loss including, without limitation, fines, penalties or punitive damages; or
  - ii) any direct or indirect loss of (i) profit (actual or anticipated), (ii) goodwill or (iii) business opportunity, whether or not foreseeable, even if one Party advised the other of the possibility of such loss or damage.
- c) The Parties shall not be liable for any Loss caused by a Force Majeure Event. If either Party is prevented or delayed in the performance of any of its obligations under the Agreement by a Force Majeure Event, such Party shall as soon as reasonably practicable notify the other of the existence of the Force Majeure Event. The Bank's duty or the duty of any member of the HSBC Group to act upon any Instruction or Communication, or perform any obligation, shall be suspended to the extent that and for as long as the Bank and/or any member of the HSBC Group is prevented or restricted from doing so by a Force Majeure Event.
- d) In providing the Services, the Bank may use certain Infrastructure Providers and the Services are therefore subject to the rules and regulations of those Infrastructure Providers as well as the guidelines and procedures of relevant regulatory or industry bodies. Neither the Bank nor any other member of the HSBC Group shall be liable for any Loss suffered as a result of the acts or omissions of an Infrastructure Provider, but will provide commercially reasonable assistance to the Customer in the recovery of any such Loss.
- e) The Customer shall indemnify the Bank and any other member of the HSBC Group in full against any Loss arising from or in connection with a third party making a claim or demand against the Bank or other member of the HSBC Group as a result of the Bank or any other member of the HSBC Group processing an Instruction or otherwise performing its obligations hereunder in accordance with the Agreement.
- f) Neither the Bank nor any member of the HSBC Group are obliged to perform any of the Services if to do so would result in the Bank or any member of the HSBC Group being in breach of any law or regulation.

#### 10. NOTICE

All notices under this Agreement shall be delivered by hand or by registered mail or through a courier company to the addresses of any or all of the parties stated in this Agreement or in the Service Request Form (as applicable). Notice shall be deemed to have been received immediately upon delivery by hand, or two (2) Working Days after they are sent by registered mail or one (1) Working Day after delivery to a courier company for delivery to the intended recipient.

#### 11. ILLEGALITY

Illegality of a provision or any part of a provision of this Agreement shall not affect the legality or enforceability of other provisions of this Agreement or, as the case may be, the remaining part of such provision.

#### 12. INSURANCE

The Customer shall maintain throughout the term of this Agreement, adequate and reasonable insurance cover with a reputable insurer in relation to the Customer's risks under this Agreement.

#### 13. ASSIGNMENT

- a) The Customer shall not, without the prior written consent of the Bank assign, transfer, part with or sub-contract any of its rights, responsibilities and/or obligations under this Agreement (in whole or in part) or delegate any of its responsibilities or obligations under this Agreement.
- b) The Bank may assign, transfer, part with or sub-contract any of its rights, responsibilities and/or obligations under this Agreement (in whole or in part) without the prior consent of the Customer.

#### 14. AMENDMENT

The Bank may make amendments to this Agreement which will become effective on the expiry of 30 days' notice to the Customer. Any such notice may be given to the Customer in writing or on the Bank's website. However, the Bank may, in exceptional circumstances, make amendments to the Agreement at any time in order to comply with any law or regulation, which will become effective immediately on notice to the Customer.

15. ENTIRE AGREEMENT

This Agreement together with any completed Schedules, the General Terms and Conditions and any procedures issued by the Bank for the provision of the Services shall comprise the entire agreement between the Parties in respect of the subject matter hereof. In the event of any conflict between the Agreement and the General Terms and Conditions, the Agreement shall take precedence but only to the extent of the conflict.

16. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of Egypt.

17. JURISDICTION

Both parties to this Agreement submit to the non-exclusive jurisdiction of the courts of Cairo.

Signature by the Customer shall constitute acceptance of this Agreement here as amended from time to time.

Signed by

Insert name of Bank signatory

Date

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HSBC Bank Egypt S.A.E.

Signed by

Insert name of Customer signatory

Date

D	D	M	M	Y	Y	Y	Y
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Insert name of Customer

# Schedule 1 – Customer Information Form

## CPS Account Details

Customer Name	<input type="text"/>
Account number	<input type="text"/>
Commercial Register Number	<input type="text"/>
Customs Trading Number	<input type="text"/>

## Customer information

Full Customer Name	<input type="text"/>
Address	<input type="text"/>
Principal Contact Person	<input type="text"/>
Telephone number	<input type="text"/>
E-mail address	<input type="text"/>

Customs Trading Number	<input type="text"/>
Tax Card Number	<input type="text"/>
Tax File Number	<input type="text"/>
Tax Registration Number	<input type="text"/>
Facility/Unit Number	<input type="text"/>

Customs Current Account Number (if applicable)	<input type="text"/>
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Social Insurance Number	<input type="text"/>
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Other Service (if applicable)	<input type="text"/>
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Other Service (if applicable)	<input type="text"/>
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# Schedule 2 – CPS Users Authorisation Form

To: HSBC Bank Egypt S.A.E.

(the "Customer") requests that HSBC Bank Egypt S.A.E. accept instructions to create CPS profile for the below CPS Users and CPS authorisers.

## CPS Users

### User 1

Name	E-mail address	Telephone number	Mobile number	ID Number
Access right	Custom Payment		Tax Payment	
Data entry user				
Access right	Social Insurance Payment		Other service (if applicable)	
Data entry user				

### User 2

Name	E-mail address	Telephone number	Mobile number	ID Number
Access right	Custom Payment		Tax Payment	
Data entry user				
Access right	Social Insurance Payment		Other service (if applicable)	
Data entry user				

### User 3

Name	E-mail address	Telephone number	Mobile number	ID Number
Access right	Custom Payment		Tax Payment	
Data entry user				
Access right	Social Insurance Payment		Other service (if applicable)	



Data entry user		
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SAMPLE

## CPS Authorisers

### Authoriser 1

Name	E-mail address	Telephone number	Mobile number	ID Number
Access right	Custom Payment		Tax Payment	
Authoriser				
Access right	Social Insurance Payment		Other service (if applicable)	
Data entry user				

### Authoriser 2

Name	E-mail address	Telephone number	Mobile number	ID Number
Access right	Custom Payment		Tax Payment	
Authoriser				
Access right	Social Insurance Payment		Other service (if applicable)	
Data entry user				

The Customer understands that if it wishes to amend the instructions herein, the Customer must complete and submit a new CPS Users Authorisation Form to HSBC.

Name

Designation

Date

(Signature & Customer Seal)