

**Cheque Outsourcing Agreement**

HSBC Bank Egypt S.A.E. and <Customer Name>

**CHEQUE OUTSOURCING AGREEMENT**

**HSBC Bank Egypt S.A.E.**

**and**

[

],

## Cheque Outsourcing Agreement

HSBC Bank Egypt S.A.E. and <Customer Name>

**THIS Agreement** is made on [ ],

**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**".

**WHEREAS:**

(A) The Bank provides a cheque outsourcing service via its electronic channels allowing its customers to order multiples cheques for multiple beneficiaries.

(B) The Customer has agreed to appoint the Bank to provide the services as set out in this Agreement, and the Bank has consented to the provision of the services in Egypt on the terms and conditions set out in this Agreement (as the same may be amended, supplemented and/or replaced from time to time).

**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 gender;
  - 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.

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### 2 DEFINITIONS:

In this Agreement the following terms have the following meaning:

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

**Authorised Person** means a person that the Customer has authorised (either alone or in combination with others) to give instructions in relation to Service;

**Authorised Signatory** means the person(s) authorised by the Company to sign Instruments on its behalf;

**Authorised Signatory Consent Letter** means the pro-forma letter to be signed by each Authorised Signatory as set out in Schedule 2 – Consent Letter;

**Cashier's Order** means a Cheque issued and payable by the Bank (in its capacity as both the drawer and the drawee of the Cheque) at the request of the Customer. It is issued in the local currency of the Bank;

**Cheque** means an unconditional order in writing, addressed by the Customer to the Bank, requiring the Bank to pay on demand the amount therein specified to or to the order of the payee therein named or to the bearer as the case may be by debiting the specified account of the Customer. A cheque is locally cleared (ie, it is cleared in the jurisdiction where the debiting account is located). A cheque can be in either the local currency of the Bank or other currencies if the local jurisdiction in which the Bank is located supports such foreign currency settlement;

**Customer Account** means an account of the Customer maintained with the Bank in respect to which the Service is supplied;

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

- (a) contains the necessary information for the Bank to carry out the payment or other act on behalf of the Customer; and
- (b) has or appears to have been provided by an Authorised Person;

**Demand Draft** means a Cheque issued and payable by the Bank in US Dollars only (in its capacity as both the drawer and the drawee of the Cheque) at the request of the Customer;

**E-Channels** means the electronic channels through which Service is provided;

**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,

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- (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 Customer 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;

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

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

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

**Instrument** means any instrument that the Bank shall from time to time agree to include within the Service including, without limitation, Cheques, Cashier's Orders and Demand Drafts;

**Payee** means the person or entity named in an Instrument as the beneficiary or payee of that Instrument;

**Service** means the cheque outsourcing service provided by the Bank to the Customer under and/or through the E-Channels and forming part of the services and more particularly described in this Agreement;

**Service Representative** means the person specified in Schedule 1 - Service Request Form appointed by the Company as its authorised representative in respect to the Service provided by the Bank in Egypt;

**Service Request Form** means the form to be completed by the Customer and provided to the Bank prior to the commencement of the Service and to thereafter to add, amend or remove aspects of the Service substantially in the form set out in Schedule 1 – Service Request Form or such other form as the Bank may specify from time to time;

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**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 or in hard copy format from the Bank's corporate branches; and

**Working Day** means a day (other than Friday or a public holiday) on which banks are open in Egypt for normal business.

### 3 THE SERVICE

- a) Under the Service, the Bank will, upon receipt of Customer Instructions, store, format, print, issue and/or deliver Instruments with such payment details included or attached, if applicable, in accordance with such Customer Instructions to the extent permitted by applicable laws and regulations. Where the Instrument concerned is a Cheque, the Cheque is to be issued by the Bank for and on behalf of the Customer. The Bank may provide certain ancillary or related services under the Service as it shall determine from time to time.
- b) Customer Instructions referred to in Clause 3 a) may be sent to the Bank individually (in case there is only one Instrument) or in batch (if there is more than one Instrument). Where Customer Instructions are sent in batch, the entire batch of Customer Instructions will not be processed if the Bank is unable to process one or more of these Customers Instructions within this same batch for whatever reasons. In the event that one or more of these Customer Instructions within the relevant batch has already been effected or are being processed, the Bank will accordingly reverse or stop these transactions as the case may be.
- c) If a Customer Instruction does not specify the instrument date of an Instrument to be issued by the Bank, the Bank will insert the date on which it receives the Customer Instruction as the instrument date and process the instruction accordingly if it receives that Customer Instruction on or before the cut-off time of a Working Day as designated by the Bank from time to time. If the Bank receives the Customer Instruction on a day that is not a Working Day or after its cut-off time on a Working Day, the Customer Instruction will be deemed to have been received by the Bank before its cut-off time on the immediately following Working Day and the Bank will insert the date of the immediately following Working Day as the instrument date of that Instrument.
- d) While the Bank will endeavour to process all Customer Instructions it receives and to also update the E-Channels in a timely manner to enable the Customer to view the latest status of each Customer Instruction, the Customer understands and acknowledges that it takes

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time to process each Customer Instruction and there will inevitably be a time lag between a Customer Instruction being effected and the time that its status is reflected or reported via the E-Channels or by such other means as shall be acceptable to the Bank.

- e) The Service Representative shall have full authority, on behalf of the Customer, to collect or accept delivery of any Cheques provided under the Service. The Customer may, subject to the Bank's approval, appoint more than one Service Representative to act singly unless otherwise agreed.

### **4 UNDERTAKINGS, REPRESENTATIONS AND WARRANTIES BY THE CUSTOMER**

- a) The Customer warrants and confirms that it has assessed and that it fully understands, agrees to and is satisfied with:
  - (i) all the features of the Service;
  - (ii) how the Service will be provided under and/or through the E-Channels or such other means as shall be acceptable to the Bank including, without limitation, the contingency measures mentioned in Clause 4 (g); and
  - (iii) How it should, and that it will, utilise the Service under and/or through the E-Channels or other means solely to achieve its intended purpose.
- b) Without prejudice to the generality of Clause 4 (a) above, the Customer further understands and agrees that:
  - (i) the Service is supplied in respect of the Customer Accounts designated by the Customer from time to time;
  - (ii) it shall at all times ensure that the Customer Instructions are given by Authorised Persons via the E-Channel(s) and are also in compliance with the mandate of the relevant Customer Account, as the case may be;
  - (iii) the Bank will not check whether an Instrument issued in accordance with a Customer Instruction (in the case of Cheques) is in compliance with the mandate of the Customer Account concerned;
  - (iv) it shall procure that each Authorised Signatory signs an Authorised Signatory Consent Letter and that an original of such signed letter is delivered to the Bank with the Service Request Form prior to sending a Customer Instruction to print Cheques that contain the signature of that Authorised Signatory; and

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- (v) without prejudice to the foregoing, where the Customer Instruction is to issue a Cheque, failure by the Customer to ensure that the person(s) authorised to give such Customer Instruction via the E-Channels are also authorised signatories to the relevant Customer Account, and that the specimen signatures of each Authorised Signatory provided by the Customer to the Bank for imprinting on the Cheques correspond with the specimen signatures in respect of the Customer Account concerned, will result in the Cheque not being honoured upon the presentation thereof.
- c) The Customer shall, in respect of a Customer Instruction sent to the Bank to issue an Instrument, ensure that there are sufficient funds standing in the Customer Account(s) to be debited to enable the Bank to carry out that Customer Instruction. It is the sole responsibility of the Customer to ensure that the Customer Account concerned has sufficient available funds to enable a Cheque to be honoured when it is presented for payment and the Bank shall bear no liability to the Customer as a result of a returned Cheque due to insufficient funds.
- d) Without prejudice to any provisions on confidentiality and authorisation set out in this Agreement, the Customer hereby:
- (i) Undertakes and agrees to:
    - (A) observe and comply with all applicable laws and regulations that shall apply to or be imposed on any aspect of the Service and that it has at all times all authorisation and consents necessary for the transfer, use, processing and/or storage of all information (including, without limitation, personal data) furnished to or received by the Bank in connection with the Service, including, without limitation, those of the Payees;
    - (B) to provide the Banks with any information reasonably required by the Bank to facilitate its provision of the Service; and
    - (C) sign and provide as the case may be such further information and documentation to the satisfaction of the Bank as it shall reasonably request for the purposes of complying with any applicable laws and regulations.
  - (ii) Authorises the Bank to provide any member(s) of the HSBC Group or third parties (including, without limitation, the Bank's agents and its service providers) not only the Customer Instructions, but also with any information relating to the Customer, Customer Accounts and the Payees (including, without limitation, personal data) where that is, in the Bank's sole discretion, necessary or desirable for the provision

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of the Service. The Bank is further authorised by the Customer to transfer, use, process and/or store the said information to, through and/or in various jurisdictions as the Bank shall reasonably think necessary or desirable in connection with the provision of the Services.

(iii) For the avoidance of doubt, information mentioned in Clause 4(d)(i) shall, without limitation, include specimen signatures of those persons who are authorised to sign Cheques in respect of the Customer Accounts, company logos of the Customer and its brand and trade names.

- e) The Customer understands and agrees that where a Customer Instruction specifies that the charges of the Bank are for the account of the Payee in respect of an Instrument but that the charges concerned shall exceed the value of the Instrument, the Bank may or may not issue the Instrument and in the event that the Bank exercises its discretion to issue the Instrument, the Bank is entitled to debit such charges from any Customer Account(s) as it shall see fit.
- f) The Customer understands and agrees that failure by the Customer to comply with the terms of this Agreement including those set out in this Clause 4 may result in the Customer Instructions not being effected, or where they are effected, result in their being delayed or not achieving their intended purposes. The Customer understands and agrees that the Bank cannot be held responsible or liable in any way under such circumstances.
- g) The Customer understands and agrees that if the Bank is unable to provide any part(s) or the whole of the Service for any reason, the Bank may, but shall not be obliged, to provide other contingency measures to enable the Customer to utilise such services covered under the Service. All the provisions in the Agreement that apply to the Service will, to the extent applicable, continue to apply to and govern the use of the Service provided under and/or through such contingency measures unless the Bank specifies otherwise.

### 5 RIGHTS AND OBLIGATIONS OF THE BANK

- a) The Customer hereby irrevocably authorises the Bank to debit the amount of each Instrument (other than a Cheque wherein the designated account will be debited only upon the presentation thereof) that the Bank shall issue in accordance with a Customer Instruction to the Customer Account specified in that Customer Instruction.
- b) The Bank's or its agent(s)' accounts and records in respect to the Service shall, in the absence of manifest error, be conclusive evidence of the matters to which they relate, including, without limitation, the Customer Instructions received by the Bank, any amendment, replacement or cancellation thereof, and the time at which they were received

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by the Bank and the related transactions effected. The Customer agrees not to object to the admission of such accounts and records as evidence in legal proceedings by reason only that they are not original, not written, are hearsay and/or are produced by a computer.

- c) All Customer Instructions, information and other materials sent in to the Bank under this Agreement will not, except as required by law, be returned to the Customer and will be retained by the Bank for a designated period of time at the Bank's discretion. The Bank may, but shall not be obliged to, address any request from the Customer to return or provide copies of any Customer Instruction it has previously sent to the Bank or other information and materials it has provided to the Bank under or in respect to the Service but subject always to the Bank's being able to meet with such requests.

### 6 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 Customer 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

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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) Where a Customer Instruction includes the forwarding or delivery (whether by hand, by post or otherwise) of an Instrument, the Bank shall not be held liable or responsible for any loss, damages, costs or expenses that the Customer or other persons including a Payee of the Instrument, may suffer or incur as a result of the loss of or damage to the Instrument or any delay in the delivery of the Instrument.
- f) 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 a Customer Instruction or otherwise performing its obligations hereunder in accordance with the Agreement.
- g) 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.

### 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:
  - a. posting a copy of such amendments (or new version) on the Bank's website; or

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- b. 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 TERMINATION OF THE SERVICE

- 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 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

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regulatory body that has authority over the Bank (or with whose rules and guidance the Bank is accustomed to comply to do so).

- 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 CONFIDENTIALITY**

The Customer must keep confidential all information about the Service contained in this Agreement or otherwise provided in connection with the Service. The Customer may only disclose such information to its employees or agents and then only to the extent strictly necessary for the proper use of the Service.

### **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. 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 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.

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### 13 AMENDMENT

- a) 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.
- b) The Customer may amend the Service by using the Service Request Form as required from time to time and in accordance with the procedure as set out in Schedule 1- Service Request Form.

### 14 ENTIRE AGREEMENT

This Agreement shall comprise the entire agreement together with any completed Schedules, General Terms and Conditions and any procedures issued by the Bank for the provision of the Services. 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.

### 15 GOVERNING LAW

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

### 16 JURISDICTION

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

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

Signed by

Signed by

\_\_\_\_\_  
[insert name of Bank signatory]

\_\_\_\_\_  
insert name of Customer signatory]

\_\_\_\_\_  
Date

**HSBC Bank Egypt S.A.E.**

\_\_\_\_\_  
Date

[Insert name of Customer]

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### **Schedule 1 - Service Request Form**

The Customer must provide the information required by the Bank in the Service Request Form 15 Working Days prior to the commencement of the Service.

For any changes to the Service the Customer must provide the information required by the Bank in the Service Request Form 15 Working Days prior to the change being implemented by the Bank, including for the avoidance of doubt a change to the Service Representative.

The Service Request Form starts on the next page.

SAMPLE

## Cheque Outsourcing Agreement

HSBC Bank Egypt S.A.E. and <Customer Name>

<b>To: HSBC Bank Egypt S.A.E</b>		
<b>Cheque Outsourcing Service (COS) - Service Request Form (SRF)</b>		<b>Egypt</b>
<b>To be completed by the Customer</b>		
<b>Date</b>	: _____	<b>Request Type:</b> Add / Amend / Delete
<b>1. Service Set Up &amp; Maintenance (SVM) - Mandatory</b>		
<b>Customer Name :</b> _____ (COS Applicant) (Maximum 35 Characters)		
<b>Profile Owner Name :</b> _____ (Applicable only for Associate Customer set ups and Cross border set ups)		
<b>Customer Id :</b> _____ (To be filled by bank staff)		
<b>Customer Type:</b> HSBCnet / HSBC Connect / Engine Only		
<b>Report Delivery Channel:</b> HSBCnet / HSBC Connect / HSBCnet & HSBC Connect / Nil		
<b>2. COS Parameter Set Up</b>		<b>2.1 Customer Profile</b>
<b>Customer Authorisation With Hold ( Release Option ) :</b> Yes / No ( For HSBCnet Customers Only )		
<b>Enable auto-debatch rejected instructions :</b> Yes / No ( Applicable for File upload)		
<b>2. COS Parameter Set Up</b>		<b>2.2 Product / Customer Profile - Mandatory</b>
<b>Allow Instrument Date Rollover :</b> Yes / No		
<b>Payment Type</b>	<b>Deliver To - Underline the options required</b>	<b>Default Option</b>
<b>Company Cheque ( CC )</b>	<b>1. Self / 2. Self With Signature / 3. Self Without Signature /</b> <b>4. Beneficiary / 5. Third Party</b>	
<b>In -Country Cashier's Order ( ICO )</b>	<b>1. Self / 2. Beneficiary / 3. Third Party</b>	
<b>Demand Draft ( DD )</b>	<b>1. Self / 2. Beneficiary / 3. Third Party</b>	
<b>Payment Type</b>	<b>Deliver By</b>	<b>Default Option</b>
<b>Company Cheque ( CC )</b>		
<b>In -Country Cashier's Order ( ICO )</b>		
<b>Demand Draft ( DD )</b>		

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SAMPLE

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2.COS Parameter Set Up	2.3 Account / Product Account Profile - Mandatory												
<b>Note: (1) If more than 5 accounts needs to be specified please take a copy of section 2.3 and attach.</b>													
<b>Account 1 :</b>													
Account Number : _____	Currency : _____												
Payment Types : Company Cheque / In-Country Cashier's Order / Demand Draft													
Instrument Number assignment Allowed (Company Cheques only) :Yes / No      Range Type: Customer/ Customer & System													
<b>Account 2 :</b>													
Account Number : _____	Currency : _____												
Payment Types : Company Cheque / In-Country Cashier's Order / Demand Draft													
Instrument Number assignment Allowed (Company Cheques only) :Yes / No      Range Type: Customer/ Customer & System													
<b>Account 3 :</b>													
Account Number : _____	Currency : _____												
Payment Types : Company Cheque / In-Country Cashier's Order / Demand Draft													
Instrument Number assignment Allowed (Company Cheques only) :Yes / No      Range Type: Customer/ Customer & System													
<b>Account 4 :</b>													
Account Number : _____	Currency : _____												
Payment Types : Company Cheque / In-Country Cashier's Order / Demand Draft													
Instrument Number assignment Allowed (Company Cheques only) :Yes / No      Range Type: Customer/ Customer & System													
<b>Account 5 :</b>													
Account Number : _____	Currency : _____												
Payment Types : Company Cheque / In-Country Cashier's Order / Demand Draft													
Instrument Number assignment Allowed (Company Cheques only) :Yes / No      Range Type: Customer/ Customer & System													
3.Physical Instrument Related Maintenance	3.1 Company Logo - Optional												
<b>Note : (1) Applicable to Company Cheques only. (2 ) LOGO should be provided as a Bitmap file.</b>													
Maintained at : Customer Level / Account Level (Note : Customer level should be selected if the logo is applicable to all the accounts)													
Complete the account number details if " Account Level " is selected. (Note : If more than 5 account numbers are to be specified take a copy of the section.3.1 and attach)													
	<table border="1" style="margin: auto; border-collapse: collapse;"> <thead> <tr> <th style="padding: 2px;">Account Number</th> <th style="padding: 2px;">Bitmap File Name</th> </tr> </thead> <tbody> <tr><td style="height: 20px;"> </td><td> </td></tr> </tbody> </table>	Account Number	Bitmap File Name										
Account Number	Bitmap File Name												



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3.Physical Instrument Related Maintenance		3.4 Customer Signature - Mandatory	
<b>Note: ( 1 ) Applicable for Company Cheques only. ( 2 ) Please note that the signature(s) provided below should be the same signatures used in the existing account mandate in respect of the operation of the debit account involved. ( 3 ) Please use a black signing pen for the specimen signatures. ( 4 ) Signature ID will be used for Pre Authorised File Upload.</b>			
<b>Maintained at</b> Customer Level / Account Level <i>(Note : When specifying Account Level signatures ,please make additional copies if required)</i>			
<b>Account Number :</b> _____ <i>(To be filled only if the signatures should be loaded in "Account Level")</i>			
<div style="border: 1px solid black; height: 80px; width: 100%;"></div>		<b>Signature ID :</b> _____ <i>(To be completed by bank staff )</i>	
		<b>Signature Verified by</b> _____ <i>(To be completed by Bank Staff)</i>	
<b>Full Name of Signatory :</b>			
<b>Account Number :</b> _____ <i>(To be filled only if the signatures should be loaded in "Account Level")</i>			
<div style="border: 1px solid black; height: 80px; width: 100%;"></div>		<b>Signature ID :</b> _____ <i>(To be completed by bank staff )</i>	
		<b>Signature Verified by</b> _____ <i>(To be completed by bank staff )</i>	
<b>Full Name of Signatory :</b>			
<b>Account Number :</b> _____ <i>(To be filled only if the signatures should be loaded in "Account Level")</i>			
<div style="border: 1px solid black; height: 80px; width: 100%;"></div>		<b>Signature ID :</b> _____ <i>(To be completed by bank staff )</i>	
		<b>Signature Verified by</b> _____ <i>(To be completed by bank staff )</i>	
<b>Full Name of Signatory :</b>			

## Cheque Outsourcing Agreement

HSBC Bank Egypt S.A.E. and <Customer Name>

4. Cutoff time and Service Standard	
<b>Cut-off time</b>	: Sunday - Thursday before 2 PM
<b>Delivery</b>	: Instruments sent before 2 PM on ID (Instrument Date) will be delivered to the Customer via Courier before 12 Noon on ID + 1 .
<i>( Note : Any delivery arrangements which deviates from the above ,needs to be discussed with the bank staff prior to signing the document )</i>	
5. 1 Declaration	
I hereby certify and confirm that I am duly authorised by the Customer named in this COS Request Form to complete and sign this COS Request Form.	
I further declare the following for and on behalf of the Customer:	
<ol style="list-style-type: none"> <li>1. That the information in this COS Request Form is correct and complete, and authorise the Bank to confirm this from any source it may choose;</li> <li>2. Any changes made by this COS Request Form shall not take effect until they have been processed by the Bank;</li> <li>3. That the COS payment instruction file forwarded to the Bank via HSBC Connect, On behalf of (OBO), and pre-authorized instruction in HSBCnet file upload, include the accurate signature ID/s for each Company Cheque instruction;</li> <li>4. The signature ID/s is assigned to each Customer's signature and is defined as the User ID in Section 3.4 of this COS Request Form. The Bank will use the signature ID/s to retrieve the corresponding Customer's signature/s and print them on the Company Cheques (if required) without verifying the signature/s set out in the current account mandate; and</li> <li>5. That on subscription (or issuance) of Company Cheques, the signature limits maintained in HSBCnet is mandated to the debit account currency. Customers who subsequently subscribe to Company Cheques (after only issuing Cashier's Order and/or Demand Draft) need to ensure that the currency and values indicated in the signature limits are aligned with the signing arrangement of the debit account concerned.</li> </ol>	
<b>Authorised Signature</b> :	_____ <b>Contact No :</b> _____
<b>Full Name</b> :	_____ <b>Title :</b> _____
<b>Authorised Signature</b> :	_____ <b>Contact No :</b> _____
<b>Full Name</b> :	_____ <b>Title :</b> _____
5.2 Amendments to the COS Set up	
5.3 Customer Account to debit (for Charges)	
Account to be debited for the Charges	_____
<i>For Multiple Accounts, specify the debit a/c</i>	
Customer Account 1	_____
Charge Account Number 1	_____
Customer Account 2	_____
Charge Account Number 2	_____
5.4 COS Representative (For Collections)	
Name	_____
Business Title	_____
Telephone Number	_____
Facsimile Number	_____
E-mail Address	_____
Mailing Address	_____
Specimen Signature	_____

## Cheque Outsourcing Agreement

HSBC Bank Egypt S.A.E. and <Customer Name>

To be completed by bank staff	
<b>6.0 General Data</b>	
SRF Received Date : <span style="float: right;">Received from : (Sales Mgr Name)</span>	
Customer Group : <span style="float: right;">Projected Volumes :Monthly : CC: <span style="margin-left: 100px;">CO:</span> <span style="margin-left: 100px;">DD:</span></span>	
EBV : <span style="float: right;">Completed By :</span>	
<b>6.1 For Layout template design : Customer Address to be printed on the Advice</b>	
<p><i>(Address specified in the Customer profile will be mapped)</i> <span style="margin-left: 200px;"><i>( For Regional deals and Associate Customers. Address will be hard coded )</i></span></p>	
<b>6.2 Customer Profile</b>	
HSBCnet Activity Enquiry Options : <input type="checkbox"/> Not Support changes <input type="checkbox"/> ILA only <input type="checkbox"/> Online Keying only <input type="checkbox"/> ILA and Online Keying	
<b>6.3 Product Account Profile</b>	
Handling for Unclaimed instrument for ICO : <input type="checkbox"/> N/A <input type="checkbox"/> Refund to Customer <input type="checkbox"/> Refund to Suspense Account <input type="checkbox"/> Manual follow up	
<b>6.4 Customer Reports To be maintained in SHEX</b>	
COS001 : RD RR AD AR <span style="margin-left: 100px;">COS011 : RD RR AD AR</span>	
COS002 : RD RR AD AR <span style="margin-left: 100px;">COS012 : RD RR AD AR</span>	
COS003 : RD RR AD AR <span style="margin-left: 100px;">COS013 : RD RR AD AR</span>	
COS004 : RD RR AD AR <span style="margin-left: 100px;">COS014 : RD RR AD AR</span>	
COS005 : RD RR AD AR <span style="margin-left: 100px;">COS015 : RD RR AD AR</span>	
COS007 : RD RR AD AR	
COS008 : RD RR AD AR <span style="margin-left: 100px;">COS020 : RD RR</span>	
COS009 : RD RR AD AR	
COS010 : RD RR AD AR <span style="margin-left: 100px;">COS01ACK :</span>	
<b>6.5 Additional Comments</b>	

Payment Type	Deliver By - Underline the options required	Default Option
Company Cheque	1. Ordinary Mail / 2. Registered Mail / 3. Courier / 4. Pickup	
In -Country Cashier's Order	1. Ordinary Mail / 2. Registered Mail / 3. Courier / 4. Pickup	
Demand Draft	1. Ordinary Mail / 2. Registered Mail / 3. Courier / 4. Pickup	

## Cheque Outsourcing Agreement

HSBC Bank Egypt S.A.E. and <Customer Name>

### Schedule 2 – Consent Letter

[Please provide on Company letterhead]

To: HSBC Bank Egypt S.A.E. (the “Bank”)

I, [insert full name], of [address] in my capacity as [insert designation] as an authorised signatory for the bank account numbers [*insert account numbers*] in the name of [insert company name] (the “Company”) maintained with the Bank, acknowledge, understand and agree that the Company can issue cheques bearing my scanned signature without obtaining my prior consent.

I also acknowledge that the Bank will continue to accept instructions from the Company to issue cheques bearing my signature until the Bank is notified otherwise by the Company.

Yours faithfully

Name:

Date:

Signature:

SAMPLE