

▶ E-Channels Customer Master Agreement - HSBCnet (Business)

For Bank use only: Customer ID

▶ Customer Details

- Full Customer (Company) Name:
- Address:
- Postal Code / PO Box: • Egypt:
- Principal Contact Name:
- E-mail Address:
- Telephone Number:
- Fax Number:

▶ Principal Bank and Governing Law

- Principal Bank:
- Governing Law:

This Agreement is governed by and will be construed in accordance with the laws of the jurisdiction named above. Both parties irrevocably submit to the non-exclusive jurisdiction of the courts of that named jurisdiction in respect to any proceedings which may be initiated in connection with this Agreement.

Agreement Authorisation

The Customer has taken all necessary action to authorise the entry into and performance of this Agreement; the person(s) who sign below have been duly authorised to sign the Agreement on behalf of the Customer; the Agreement and such authorisations are in accordance with the applicable constitutional documents of the Customer; and such person(s) have also been duly authorised to appoint such other person(s) to give instructions to the Bank in respect to all matters regarding the e-Channels and the Services including, without limitation, subscribing for and withdrawing from any Services in relation to the e-Channels in one or more countries.

Signed for and on behalf of the Customer.

Full Name in BLOCK Letters

Job Title

Signature of Authorised Representative

Date

Full Name in BLOCK Letters

Job Title

Signature of Authorised Representative

Date

NOTE: Please cross through any unused sections

▶ Initial System Administrators (Security Devices)

Please list the HSBC*net* Usernames of each of the persons you wish to nominate as initial System Administrators. **Usernames must be selected by going to www.hsbcnet.com, clicking register and completing the online form.** Please note that each of your initial System Administrators and all additional Users will be required to accept the online User Terms. You must nominate one initial System Administrator* (System Administrator 1) to receive all Security Devices. You are responsible, therefore, for ensuring that the delivery address and phone number listed below are correct.

▶ * System Administrator 1

- Name / Principal Contact:
- HSBC*net* Username:
- Office Address:
(for Security Device delivery)
- Mobile phone number:
(for Security Device delivery)
- E-mail Address:
- Number of Security Devices*1
- Signature

Enable auto-entitlement to all accounts and available services *2

▶ * System Administrator 3

- Name:
- HSBC*net* Username:
- E-mail Address:
- Signature:

Enable auto-entitlement to all accounts and available services *2

▶ Dual Control

HSBC recommends that System Administrators operate the HSBC*net* e-Channel under dual control set up. If you require the actions that your System Administrators are specifically entitled to undertake to be authorised by a second System Administrator, tick the Dual Authority box. If you wish your System Administrator to take action without additional authorisation, tick the Sole Authority box. (Note: An additional security feature of Dual Authority, will prevent your HSBC*net* system to be changed from Dual to Sole Authority).

Dual Authority – We recommend you have at least three System Administrators

Sole Authority – We recommend you have at least two System Administrators

• Indicates Mandatory Fields

***1** Number of Security Devices - Please specify number required. Every HSBC*net* User will require a Security Device to access the system. Please consider storing a few extra devices that may be immediately necessary to enable future replacement. For further information please refer to the HSBC*net* Application Guide.

***2** For information about auto-entitlement, please read Section B of the HSBC*net* Security Brief.

NOTE: Please cross through any unused sections

▶ * System Administrator 2

- Name:
- HSBC*net* Username:
- E-mail Address:
- Signature:

Enable auto-entitlement to all accounts and available services *2

▶ * System Administrator 4

- Name:
- HSBC*net* Username:
- E-mail Address:
- Signature:

Enable auto-entitlement to all accounts and available services *2

▶ Accounts and Services Schedule - HSBCnet (Business)

Please indicate below which of your accounts you wish to make available through the specified e-Channel.

The Customer hereby authorises the Bank to fill in account numbers and to otherwise complete this Accounts and Services Schedule on its behalf and to correct any patent errors herein. (Please check the box in this section, to enable the bank to add the account numbers (if accounts are not yet open) or change the services requested as per availability. Please note that this is a one time authorisation, for this schedule and application only)

▶ Account Details

Account Number

<input type="text"/>	<input type="text"/>	<input type="text"/>	-	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	-	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	-	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	-	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	-	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	-	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	-	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	-	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	-	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	-	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

Please specify the local account from which you prefer HSBC to debit the fees for the security device, international courier charges and/or other tariffs.

<input type="text"/>	<input type="text"/>	<input type="text"/>	-	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
----------------------	----------------------	----------------------	---	----------------------	----------------------	----------------------	----------------------	----------------------	----------------------	----------------------	----------------------	----------------------

Type of Access required Transaction View Only

The Sole Transaction Control -
 This functionality allows your System Administrators to nominate individuals to be able to input and authorize payment instructions [or restrict templates of specified types] without reference to another individual. Sole Transaction Control is entitled by payment type and at bank account level, meaning that all payments of the nominated type will be included under Sole Transaction Control. This enables the individual to operate outside the standard security controls and segregation of duties which are provided for in the HSBCnet system.
 As a result, any individual who has been provided with this privilege through the necessary entitlements could send a same-day or international payment without reference to another person. Please be aware that by choosing the Sole Transaction Control functionality you will diminish your ability to monitor and control payments by no longer requiring two Users to execute payments, and you will increase your risk of being defrauded.

By checking the above STC option, you acknowledge and agree that, notwithstanding any provision in the HSBCnet Customer Agreement:

(a) there are risks inherent in using the above-mentioned functionality including (without limitation), the risk of misuse of HSBCnet and the risk of fraud occurring;
 (b) neither we, nor any member of the HSBC Group shall be responsible for any losses, liabilities or damages arising as a result of or in connection with the use and/or misuse of Sole Transaction Control by your authorized User(s) or anyone else; and
 (c) you will indemnify and hold us and any member of the HSBC Group harmless from all losses and liabilities incurred by us or any of them as a result of or in connection with, the use and/or misuse of the above mentioned functionality by your authorized User(s) or anyone else.
 (d) HSBC reserves the right amend payment type daily limits, implement addition mitigating controls, and/or cancel the availability of the above functions in order to adequately manage the security and fraud risk to you and HSBC. In the event HSBC takes one of these actions, you will be given 30 days notification by physical mail and/or electronic channels.

NOTE: Please cross through any unused sections

▶ Daily Transaction Limit Specifications - HSBCnet (Business)

Please prescribe one daily transaction limit for all your accounts on each payment type.

*Note : Daily Transaction Limits specification applies only in case of Sole Transaction Control is offered to the customer.

Payment Type	Maximum daily limit set by HSBC	Requested daily transaction limit
Inter-Account Transfers	EGP 500,000	
Priority Payments	EGP 1,000,000	
ACH - Automated Clearing House Payments	EGP 500,000	

- *Services**
1. BTR - Balance and Transaction Reporting
 2. TRF - Inter-account Transfers
 3. Priority Payment (Domestic and International Wire Transfer)
 4. ACH - Automated Clearing House Payment.
- For ACH services please fill up ACH form separately.

► E-Channels Terms and Conditions

1. INTRODUCTION

- 1.1 The Customer wishes to use and receive certain Services provided by the Bank via e-Channels and the Bank is willing to make those Services available to the Customer.
- 1.2 The Customer and the Bank agree that such Services shall be supplied to and used by the Customer subject to the terms and conditions contained in this Agreement.
- 1.3 In this Agreement, the following terms and expressions shall have the meanings ascribed to them as stated below:

Agreement.	This agreement, the Terms and Conditions, the schedules, any supplementary terms for the provision of the Services provided to you in writing and the Security Procedures, as may be modified from time to time in accordance with the provisions of this Agreement.
Bank (also we, us, our)	The bank named in this Agreement in the section entitled 'Principal Bank and Governing Law'.
Customer (also, you, your, yours)	The customer named in the section of this Agreement entitled 'Customer Details'.
Customer Associate	(a) The associate companies of the Customer named in a Customer Associate agreement or as set out in the section of this Agreement entitled 'Customer Associate'; or (b) the individual named in a 'Customer Associate Letter of Authority (Individual)'. Any advice, request, instruction or communication which is received by the Bank through an e-Channel.
Customer Instruction E-Channel (s)	HSBC Group's electronic banking systems, each of which is described in a schedule in this Agreement, and which we may authorise you to access and use from time to time in accordance with the relevant schedule and the other terms of this Agreement.
HSBC Group Institution	HSBC Holdings plc and its subsidiaries and associate undertakings and any of their branches. (a) Any member of the HSBC Group (other than the Bank); and (b) any third party financial institution which the Customer has notified to the Bank.
Materials	Any content, tools or other materials (other than software) made available to you.
Security Procedures	The facilities and procedures used to control the operation of each of the e-Channels and Services as set out in this Agreement.
Services	Any electronic banking or related services supplied via an e-Channel and ancillary services that we provide, procure or make available to you from time to time, as may be further described in this Agreement.
Software	Any software supplied by us for use in conjunction with any e-Channel.
Terms and Conditions	The terms and conditions set out in the section of this Agreement entitled 'Terms and Conditions'.
User (s)	Any of your employees, agents and any other individual(s) authorised by the Customer, whom from time to time are appointed to use an e-Channel pursuant to this Agreement.

1.4 In this Agreement, references to the singular include the plural and vice versa and clause headings are included for convenience only and do not affect its interpretation.

2. SERVICES

- 2.1 Subject to your compliance with the instructions and procedures set out in this Agreement, we will use reasonable efforts to make the Services available to you. Such Services will be subject to any notifications of any restrictions received by us relating to any such Users from time to time.
- 2.2 You shall communicate with us via your Users. You shall ensure your Users only use the e-Channels and the Services in accordance with all terms of this Agreement and agree to be bound by and observe the terms of this Agreement.
- 2.3 From time to time, we may make available to you enhancements, improvements and upgrades to the existing Services, which shall be governed by the provisions of this Agreement.
- 2.4 From time to time you may require or we may offer to you new e-Channels or Services. We will provide to you in writing any terms applicable to those new e-channels or Services prior to making them available to you, which will form part of this Agreement. If you consent to receiving such new e-Channels or services, then your (or any of your Users') access to or use of any such new e-Channel or services shall be deemed to constitute your acceptance of any such terms.

3. CUSTOMER INSTRUCTIONS

- 3.1 We may treat all apparently valid Customer Instructions received by the Bank through an e-Channel as instructions properly authorised by you, even if made fraudulently and even if they conflict with the terms of any other instructions or mandates given by you at any time concerning your accounts or affairs. We shall be under no obligation to check the authenticity of Customer Instructions or the authority of the person or persons giving them.
- 3.2 Where we have reason to believe that a Customer Instruction purporting to come from you has not been properly authorised by you or that any other breach of security has occurred in relation to your use of an e-Channel, we reserve the right not to act, or to delay acting upon the Customer Instruction and we will inform you as soon as is reasonably possible.
- 3.3 You are responsible for the accuracy and completeness of Customer Instructions (including the appropriate application of the Security Procedures) and for ensuring that they will achieve your intended purpose.
- 3.4 You are responsible for ensuring that Customer Instructions are transmitted correctly. Without prejudice to this obligation, we will use reasonable efforts to dispatch an acknowledgement within a reasonable period upon receipt by us of a Customer Instruction.
- 3.5 In the event that you request us to cancel or modify any Customer Instruction for whatever reason, we will make all reasonable efforts to comply with your request. However, we are not liable for any failure to cancel or modify the Customer Instruction if such a request is received at a time or under circumstances that render us unable to comply with your request.
- 3.6 Where permitted, we are entitled to debit your accounts, wherever they are situated and whenever they are opened, with any amount that we have paid or incurred in accordance with a Customer Instruction.
- 3.7 As part of the Services, you may issue a Customer Instruction requesting us to forward certain information to third parties on your behalf. If we agree to act on such request, we will use reasonable efforts to forward any such information to the recipient and address specified in the relevant Customer Instruction within a reasonable time of receipt of such Customer Instruction. You must ensure that the information you ask us to forward is complete, accurate and will not give rise to any claim against us (including without limitation any claim in defamation, in relation to privacy or data protection or for infringement of any other third party rights).

4. DEALINGS WITH INSTITUTIONS

- 4.1 You appoint us as your agent on your behalf to request any Institution to supply any of the e-Channels with information about you and your accounts, and to use the e-Channels to instruct an Institution to give effect to a Customer Instruction.
- 4.2 We may appoint an agent or third party to provide some or all of the Services under this Agreement. Other than in relation to an Institution selected by you, where we use an agent or any third party in performance of any Service, we shall use reasonable care in any such selection. In any event neither we nor any other member of the HSBC Group shall be liable for any loss (including loss of profit), damage, delay or failure to perform occasioned by the acts or omissions of any such third party or agent whether selected by us or you.
- 4.3 In order that an Institution may give effect to a Customer Instruction, you agree that we may, as your agent, agree with any Institution that where applicable the terms of this Agreement apply between you and that Institution.

5. CONFIDENTIALITY

- 5.1 We may need to share, store or transmit information about you, your Users or accounts within the HSBC Group or with any Institution, agent or third party used by us for the purpose of providing the Services. Subject to Clause 11.2, any such sharing, storage or transmission of such information will be done in a confidential basis and we will endeavour to maintain the strict confidentiality of such information within the HSBC Group unless: (a) otherwise required by any applicable law, regulation or request of any public or regulatory authority; or (b) where disclosure is required for the purposes of preventing crime; or (c) we deem disclosure necessary to give effect to a Customer Instruction. In addition, in any situation where the Customer provides confidential information to any member of the HSBC Group on a restricted basis (eg price-sensitive information), that HSBC Group member has procedures to ensure such restrictions are observed. Nothing in this Clause 5.1 shall apply when the Bank discloses confidential information to a third party as a result of the Bank exercising its rights pursuant to Clause 11.2.
- 5.2 You must keep confidential all information about the E-Channels and the Services contained in this Agreement and all information concerning your access to and use of the E-Channels and Services. You may only disclose such information to your Users or other employees or agents and then only to the extent strictly necessary for the proper use of the E-Channels and Services.
- 5.3 All parties agree to comply with all applicable data protection and other laws to the same or similar purpose in all relevant jurisdictions. The use of information which relates to individuals in relation to each E-Channel may be further described in the relevant schedules to this Agreement. You hereby authorise us to process any such information in the manner described in this Agreement. Where appropriate you will ensure that your Users and other relevant individuals consent to such processing.

6. SECURITY PROVISIONS

- 6.1 You agree to comply with the Security Procedures and any other reasonable instructions we may issue to you regarding the E-Channels' security. You agree it is your responsibility to set up, maintain and regularly review security arrangements concerning your access to and use of each of the e-Channels and information stored on your computing and communications systems.
- 6.2 You confirm that you have assessed the security arrangements set out in this Agreement, and have determined that they are adequate to protect your interests.
- 6.3 You must notify us as soon as reasonably possible upon becoming aware of any actual or attempted unauthorised access to the E-Channels or any unauthorised transaction or attempt to execute an unauthorised transaction pursuant to this Agreement.
- 6.4 You must ensure that neither you, your Users nor your employees do anything during or after the term of this Agreement which may result in the security of the e-Channels, or the systems or security of any other HSBC Group customers, being compromised.

7. LIMITED WARRANTIES

- 7.1 We will use all reasonable efforts to ensure that the e-Channels will perform in substantial conformity to the description in this Agreement. To the extent permitted by law, this is the only performance warranty made by the Bank in respect to the e-Channels or the Services. We shall have no liability for breach of any implied term including, without limitation, those as to satisfactory quality, merchantability or fitness for any particular purpose of the e-Channels or the Services.
- 7.2 We warrant that your use in accordance with this Agreement of the Software or Materials will not infringe the intellectual property rights of any third party.
- 7.3 We will ensure that the information supplied to you through any of the e-Channels reflects the information in our computer systems or information received from a third party, including an Institution. We do not warrant that the information is accurate, sufficient or error-free, nor that the information on our computer system is current and up-to-date at the time it is accessed via the e-Channel.
- 7.4 In the case of a breach of the warranty in Clause 7.1 above, we will take all reasonable steps to correct the defective software and/or retransmit or reprocess any Customer Instruction, at no additional cost to you.

8. SOFTWARE AND MATERIALS

- 8.1 Subject to Clause 8.2, we grant you a non-exclusive, non-transferable licence to use the Software and the Materials in conjunction with the relevant E-Channel(s) for the intended business purpose contemplated by this Agreement. Title to and all rights in the Software and the Materials belong to us or our licensors and, except for the specific rights granted to you by this Agreement, you will acquire no rights whatsoever in relation thereto.
- 8.2 Your use of certain Software and Materials may be subject to additional restrictions. These will be notified to you upon the supply of the Software or Materials from time to time. You shall be deemed to have accepted any such additional terms upon any User using any such Software or Materials.
- 8.3 You undertake not to alter, reverse engineer, copy (other than to the extent necessary for the permitted use), publish or impart to any third party any Software or Materials.

9. LIABILITY

- 9.1 Subject to Clauses 9.2 to 9.5 (inclusive), the Bank and/or any other member of the HSBC Group shall only be liable for any loss, damage or delay which you suffer or incur as a direct result of the Bank's or the other HSBC Group Member's gross negligence or wilful misconduct and shall not be liable for any other loss or damage of any kind.

► E-Channels Terms and Conditions ...Continued

- 9.2 Neither the Bank nor any other member of the HSBC Group shall in any event be liable to you for any loss of business or profits or data, or indirect, consequential or special loss or damage arising out of your use of, or in connection with, the e-Channels or the Services, whether or not the Bank or that other member of the HSBC Group has been advised of the possibility of such loss or damage and whether or not arising out of negligence, breach of this Agreement or otherwise.
- 9.3 Neither party nor any other member of the HSBC Group purports to exclude or limit liability in relation to fraud, personal injury or death.
- 9.4 Subject to Clause 9.5, the liability of the Bank and each other member of the HSBC Group to you due to, under and/or arising out of or in connection with this Agreement shall, in aggregate in any calendar year, not exceed USD1 million.
- 9.5 Notwithstanding the limit set out in Clause 9.4 above, to the extent a successful claim against the Bank or any other member of the HSBC Group (ie for direct loss arising as a result of its gross negligence or willful misconduct only) relates to all or part of the principal amount payable under a Customer Instruction (such amount, the Lost Principal), the relevant member of the HSBC Group shall be liable for:
- 9.5.1 The Lost Principal; and
- 9.5.2 Any interest which might reasonably have been earned in relation to the Lost Principal, provided that any interest payment shall be reduced accordingly if (a) any interest or other charges which would have been payable by you were not charged as a result of the loss; or (b) any interest was earned by you which would not otherwise have been earned.
- 9.6 You will indemnify and hold the Bank and any other member of the HSBC Group harmless from all losses and liabilities incurred by the Bank or any other member of the HSBC Group as a result of:
- 9.6.1 Any breach by you of your obligations under this Agreement; or
- 9.6.2 The Bank or any other member of the HSBC Group acting on any Customer Instruction or other communication relating to the Services, whether or not such Customer Instruction or communication was: (a) authorised by you, or (b) in an agreed form.
- ### 10. TERMINATION
- 10.1 Either party may terminate this Agreement in whole or in relation to any e-Channel:
- 10.1.1 On not less than 30 days' written notice to the other party; or
- 10.1.2 With immediate effect by written notice to the other if the other party: (a) commits a material breach of this Agreement (or, if termination is in relation to an e-Channel only, commits in relation to that e-Channel a material breach of the terms applicable to that e-Channel) which is not remedied within 14 days of a written notice requiring remedy; or (b) becomes insolvent under the laws of any applicable jurisdiction
- 10.2 Upon termination for any reason of any part of this Agreement for which Software or Materials were supplied, any such Software or Materials licence terminates.
- 10.3 Termination will not affect the rights and remedies of either party accrued to the date of termination nor will it affect any provision of this Agreement (including, without limitation, Clauses 5, 6, 9, 11.2 and 12) which is intended to apply after termination.
- 10.4 From time to time we may suspend some or all of the E-Channels or Services for routine, non-routine or emergency maintenance or for any other reason where we reasonably consider it necessary to do so. In the event of such a suspension, we will provide you, within a reasonable period, notice prior to the suspension.
- ### 11. FORCE MAJEURE AND OTHER RIGHTS
- 11.1 Neither party nor any member of the HSBC Group will be liable for any loss (including loss of profit), damage, delay or failure in performing any of its duties relating to this Agreement caused in whole or in part by the action of any government or governmental agency, natural occurrence, law or regulation (or any change in the interpretation thereof), injunction, currency restriction, sanction, exchange control, industrial action (whether involving its staff or not), war, terrorist action, equipment failure, or interruption to power supplies or anything else beyond its reasonable control. The affected party will attempt to notify the other party as soon as is reasonably practicable of the existence of such circumstances.
- 11.2 The Bank and other members of the HSBC Group are required to act in accordance with the laws and regulations operating 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. The Bank may take, and may instruct other members of the HSBC Group to take, any action which it, in its sole and absolute discretion, considers appropriate to act in accordance with all such laws and regulations. Such action may include but is not limited to: the interception and investigation of any payment messages and other information or Customer Instructions sent to or by the Customer or on its behalf via the Bank's systems or any e-Channel or any other member of the HSBC Group's systems or e-Channels; and making further enquiries as to whether a name which might refer to a sanctioned person or entity actually refers to that person or entity Notwithstanding any provision of this Agreement, neither the Bank nor any other member of the HSBC Group will be liable for loss (whether direct, consequential or loss of profit, data or interest) or damage suffered by any party arising out of:
- 11.2.1 Any delay or failure by the Bank or any other member of the HSBC Group in performing any of its duties under this Agreement or other obligations caused in whole or in part by any steps which any of them, in their sole and absolute discretion, considers appropriate to act in accordance with all such laws and regulations; or
- 11.2.2 The exercise of any of the Bank's or any other member of the HSBC Group's rights under this clause. In certain circumstances, the action which the Bank or any other member of the HSBC Group may take may prevent or cause a delay in the processing of certain information. Subject to the overriding requirements of any applicable laws and regulations, the Bank will endeavour to notify the Customer of the existence of such circumstances as soon as is reasonably practicable.
- ### 12. MISCELLANEOUS
- 12.1 This Agreement forms the entire agreement between the parties concerning the supply and use of the e-Channels and Services. It supersedes any pre-existing agreements, communications, representations and discussions between you and us relating to the e-Channels and Services, which are hereby terminated. Neither party will have a right of action against the other arising from any previous agreement, communication, representation and discussion in respect to the e-Channels and Services, except in the case of fraud. Any other agreements between us and you, terms of business and/or mandates relating to the conduct of your accounts or our provision of related services shall remain unaffected, save that if any conflict between such terms and the terms of this Agreement arises, this Agreement shall prevail in so far as the conflict relates to the subject matter of this Agreement.
- 12.2 Any notice to be given under this Agreement must be communicated by post or facsimile to the address most recently notified by the receiving party. Proof of posting or transmission of any notice to the Customer shall be deemed to be proof of receipt of the notice by the Customer at the time when the notice would in the ordinary course be delivered or transmitted.
- 12.3 If we agree that you may communicate with us or we agree to communicate with you (or any third party) via e-mail, the internet, Short Message Service (SMS), or any other method (other than via the relevant e-Channel), you acknowledge the risks that any such communications may be intercepted, monitored, amended or otherwise interfered with by third parties. We are not responsible or liable to you or any third party in the event of any such occurrence in relation to any communication between us and you (or which appears to have been made on your behalf), or any communication you ask us to enter into with any third party.
- 12.4 You agree to pay our fees and other tariffs (where applicable) for providing the e-Channels or Services as we advise you from time to time, and we are entitled to debit your accounts wherever they are situated and wherever they are opened, with the amount of any such fees and/or tariffs. We may vary our fees and/or tariffs and the frequency and dates of payment on giving you not less than 30 days' notice.
- 12.5 Each party shall take all reasonable precautions to ensure that communications through the e-Channels are not affected by computer viruses, Trojan horse programs (such as keyloggers) and other harmful programs or components.
- 12.6 Each of the terms of this Agreement (including for the avoidance of doubt the exclusions of liability in Clause 9) is severable from the others and if one or more of them becomes void, illegal or unenforceable, the remainder will not be affected in any way.
- 12.7 The rights of the Bank under this Agreement (a) may be exercised as often as necessary; (b) are cumulative and not exclusive of its rights under any applicable law; and (c) may be waived only in writing and specifically. Any delay in the exercise or non-exercise of any such right is not a waiver of that right.
- 12.8 You may not assign any right or benefit under any provision of this Agreement without our prior written consent.
- 12.9 We may make modifications to this Agreement which are required due to changes in any laws and/or regulations by giving you not less than 30 days' notice or, exceptionally, such shorter period as is necessary for the effective operation of the Services.
- 12.10 No addition to or modification of any provision of this Agreement (other than as set out in Clauses 2.4, 8.2 and 12.9 above) shall be binding upon us unless made by a written instrument signed by the Bank's duly authorised representative.
- 12.11 Certain jurisdictions may have particular legal or regulatory requirements that require you to agree to supplementary terms. Where such supplementary terms are necessary, we will provide those terms in writing together with this Agreement and other relevant documentation, and such supplementary terms shall form part of the Agreement.
- 12.12 In the event of any conflict between these Terms and Conditions and any of its schedules (other than express variations of these Terms and Conditions set out in any schedule), these Terms and Conditions shall prevail to the extent of the inconsistency.
- 12.13 Where the Customer comprises one or more individuals (whether acting in a personal capacity or as a trustee(s), partners or otherwise) any notice in this Agreement (but not, for the avoidance of doubt, instructions given by Users appointed in accordance with this Agreement) may be given by the individual who is the Customer or, where the Customer comprises more than one individual, by any of such individuals.
- 12.14 Where the Customer is a partnership, this Agreement will continue in force unless revoked by notice given by any one partner, notwithstanding any change of name of the partnership, admission of a new partner(s) or any partner ceasing to be a member of the partnership by reason of death or otherwise.
- ### 13. AUTHORISATION BY CUSTOMER
- 13.1 You authorise and instruct us to supply the e-Channels and the Services in respect to the accounts as set out in the Accounts and Services Schedule.
- 13.2 You may subsequently request and authorise us to provide or withdraw Services in respect of accounts opened at any time with us or an Institution in writing signed by a duly authorised person or person(s), or, where applicable, via a Customer Instruction submitted to us by your duly authorised Users. The terms of this Agreement shall apply to all Services provided in relation to any accounts via the System.
- 13.3 Certain e-Channels may only be accessed by specified Users. The person(s) nominated in each of the respective schedules are appointed as the initial User(s) for those e-Channels. Such Users are authorised to access and use the relevant e-Channels and Services as set out in the relevant schedules.
- 13.4 If you access or use an e-Channel or the Services actually or purportedly on behalf of a Customer Associate, or otherwise act in any way on behalf of such Customer Associate, you shall ensure that you have appropriate authorisation from the Customer Associate to act on its behalf and you agree on behalf of the Customer Associate that the terms of this Agreement shall apply between us and the Customer Associate (as if it were the Customer) in relation to such access, use or other action.
- ### 14. LAW AND PROCEEDINGS
- 14.1 This Agreement is governed by and will be construed in accordance with the laws of the jurisdiction named within the section of this Agreement entitled 'Principal Bank and Governing Law'. Both parties irrevocably submit to the non-exclusive jurisdiction of the courts of that named jurisdiction in respect to any proceedings which may be initiated in connection with this Agreement.
- 14.2 You agree that any of the Services provided by us to you shall be deemed to be provided in the jurisdiction named pursuant to Clause 14.1, irrespective of where a User accesses an e-Channel or uses the Services (if such access or use is in a different jurisdiction).

▶ HSBCnet e-Channel Schedule

This Schedule sets out:

- a. Specific terms applicable to the HSBCnet e-Channel; and
- b. The Security Procedures applicable to the HSBCnet e-Channel.

All capitalised terms used in this schedule shall have the meanings set out in the Terms and Conditions unless defined otherwise herein. If there is any inconsistency between the definition of a term in the Terms and Conditions and the definition in this schedule, the definitions in this schedule shall prevail to the extent of the inconsistency.

1. HSBCnet e-Channel Schedule

The following terms used in this schedule shall have the following meanings:

- HSBCnet E-Channel** The Bank's HSBCnet system accessed via the portal at www.hsbcnet.com or such other access point or means as we may notify you from time to time.
- HSBCnet E-Channel Services** Those Services available via the HSBCnet e-Channel as further described in the HSBCnet Getting Started Guide available at www.hsbcnet.com.
- System Administrator** Your employee or agent empowered by you with either sole or dual authority to appoint Users as set out in this Schedule.
- Users** Your System Administrator(s) and any of your employees or agents who from time to time your System Administrator(s) appoints via the HSBCnet e-Channel to use (subject to any notifications of any restrictions in relation to such appointment received by us via the HSBCnet e-Channel from your System Administrator(s),) the HSBCnet e-Channel and the Services.
- Users Terms** The online terms and conditions relating to a User's use of the HSBCnet e-Channel from time to time issued or made available by us via the HSBCnet e-Channel and on request.
- 2. Services**
- 2.1 You shall ensure your Users agree to be bound by and observe the User Terms.
- 3. Confidentiality**
- 3.1 You hereby authorise us to process any such information in the manner described in the User Terms and you will ensure that your Users and other relevant individuals consent to such processing.
- 4. Authorisation By Customer**
- 4.1 The persons nominated in the section of this schedule entitled 'Initial System Administrators' are appointed as the initial System Administrators and may appoint Users and further System Administrators from time to time.
- 4.2 Without prejudice to Clause 13.1 of the Terms and Conditions, you authorise and instruct us to supply the E-Channels and the Internet Trade Services in respect to any import and/or export account(s) opened by you and/or any Customer Associate with us and/or any member of the HSBC Group for the purposes of any facilities granted to you and/or any Customer Associates by us and/ or any member of the HSBC Group.
- 5. Security Procedures**
- 5.1 The Security Procedures applicable to the HSBCnet E-Channel are set out in Part B Access Control Procedures of the document entitled 'HSBCnet Security Brief'.
- 6. Help Text**
- 6.1 You shall ensure that your Users comply with the requirements of the Help Text functionality located on the HSBCnet e-Channel.