Relationship Terms of Business

(Nov 2023 Edition)

1. Terms of Business

1.1 These terms of business, together with any schedules, supplemental terms, and accompanying documents, as introduced, amended or supplemented from time to time (the **"Terms"**) will govern your banking relationship with **HSBC BANK MALAYSIA BERHAD** (Company No. 198401015221 (127776-V)) / **HSBC AMANAH MALAYSIA BERHAD** (Company No. 200801006421 (807705-X)) (collectively, **"HSBC"** or **"we"**) and the accounts, products and/or Services provided to you by HSBC, from time to time.

1.2 These Terms govern how HSBC will use your information and that of your Connected Persons.

1.3 These Terms will (i) supplement any terms of business provided to you, and any product documentation in place between us, whether such terms of business and/or product documentation is entered into before, on or after the date of these Terms, and will (ii) be in addition to the terms and conditions in all other agreements, express or implied, and whether entered into before, on or after the date of these Terms, between us.

1.4 These Terms supersede all provisions previously in force between you and HSBC concerning the subject matter covered by these Terms, in particular to the extent of any conflict or inconsistency.

1.5 These Terms shall prevail in the event of any conflict or inconsistency between any of these Terms and those in any other service, product, business relationship, account or agreement between you and HSBC (the **"Other Terms"**), whether entered into before, on or after the date of these Terms, notwithstanding the existence of any contrary provisions in such Other Terms regarding conflict or inconsistency between such Other Terms and these Terms. Any consents, authorisations, HSBC requested waivers and permissions that you have already provided in relation to Customer Information shall continue to apply in full force and effect.

1.6 Interpretation

(a) The definitions set out in the **Definitions Schedule** will apply except where the context requires otherwise.

(b) Clause headings are included for convenience and do not affect interpretation.

(c) A reference to these Terms includes any variation, supplement, novation or replacement of any of them.

(d) References to a person includes a sole proprietorship, partnership, body corporate, an unincorporated association or an authority and include that person's executors, administrators, successors, substitutes (including, without limitation, persons taking by novation) and assigns.

(e) References to the singular includes the plural and vice versa.

2. Collection, Processing and Sharing of Customer Information

2.1 Collection

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

2.2 Processing

HSBC and/or members of the HSBC Group will process, transfer and disclose Customer Information in connection with the following purposes (the **"Purposes"**):

(a) assessing suitability for products and Services and the processing of applications for any account, product and/or Services;

(b) for the provision of any accounts, products and/or Services and to approve, manage, administer or effect any transactions that you request or authorise,

(c) meeting Compliance Obligations,

(d) conducting Financial Crime Risk Management Activity,

(e) collecting any amounts due and outstanding from you,

(f) conducting credit checks and obtaining or providing credit references,

(g) taking any adverse action against you, enforcing or defending our rights, or those of a member of the HSBC Group,

(h) for any legal process (whether by way of judicial proceedings or any other form of proceedings recognised in law) initiated by or served on HSBC (whether or not HSBC is a party);

(i) for our internal operational requirements or those of the HSBC Group (including credit and risk management, system or product development and planning, insurance, audit and administrative purposes),

(j) maintaining HSBC Group's and our overall relationship with you

(k) improving and/or furthering the provision of accounts, products and/or Services by HSBC and any member of the HSBC Group to you and your Connected Persons generally;

(l) marketing and/or promoting the provision of accounts, products and/or Services by HSBC and any member of the HSBC Group to you and your Connected Persons generally (applicable if consent has been given by you and/or such consent has not been withdrawn); and/or

(m) any other purposes as may be in accordance with HSBC's general policy on disclosure of Personal Data as set out in statements, circulars, notices or other terms and conditions including, without limitation, the Notice relating to the Personal Data Protection Act, 2010 ("**PDPA Notice**") made available by HSBC to you from time to time.

2.3A Sharing

By using any of the accounts, products and/or Services provided by HSBC, you agree that HSBC may (as necessary and appropriate for the Purposes) transfer and disclose any Customer Information to the following recipients globally (the "**Recipients**") (who may also subsequently process, transfer and disclose such Customer Information for the Purposes):

(a) any member of the HSBC Group which;
  (1) provides group management oversight of HSBC and/or global and regional support, or
  (2) carries on business within the financial services industry, or
  (3) is a provider of services to other members of the HSBC Group;

(b) any sub-contractors, agents, service providers (including but not limited to professional advisers, solicitors and auditors), or associates of the HSBC Group (including their employees, directors and officers);

(c) any Authorities;

(d) anyone acting on your behalf, payment recipients, beneficiaries, account nominees, intermediary, correspondent and agent banks, clearing houses, clearing or settlement systems, market counterparties, upstream withholding agents, swap or trade repositories, stock exchanges, securities central depositories or depository agents, companies in which you have an interest in securities (where such securities are held by HSBC or any member of the HSBC Group for you);

(e) any party acquiring an interest in or assuming risk in or in connection with the accounts, products and/or Services provided by HSBC;

(f) other financial institutions, credit reference agencies, credit reporting agencies registered under the Credit Reporting Agencies Act 2010 (as listed on the bank's website at https://www.hsbc.com.my/help/important-information / https://www.hsbcamanah.com.my/help/important-information/) or credit bureaus (including those established by Bank Negara Malaysia or any of its subsidiaries, or by any other Authorities), for the purposes of obtaining or providing credit information and/or credit references;

(g) any third party fund manager providing you with asset management services;

(h) the Association of Banks in Malaysia (ABM) or Association of Islamic Banking and Financial Institutions Malaysia (AIBIM), as the case may be;

(i) any debt collection agencies that may be appointed by HSBC;

(j) any governing or regulatory authority having purview over you;

(k) any of your present or prospective guarantors or security providers;

(l) any person HSBC believes in good faith to be tendering payment on your behalf;

(m) any Connected Persons or persons whom HSBC is satisfied as being members of your governing body, irrespective of whether the persons are authorised signatories and if they are, irrespective of their signing authority for the accounts, products and/or Services provided to you;

wherever located, including in jurisdictions which do not have data protection laws that provide the same level of protection as the jurisdiction in which the accounts, products and/or Services are supplied.

2.3B Bank Negara Malaysia

You give your consent to Bank Negara Malaysia to disclose your credit information to other financial institutions, credit reporting agencies and such other persons as stipulated under section 47(2) of the Central Bank of Malaysia Act 2009 (as may be amended from time to time) as Bank Negara Malaysia thinks fit or deems necessary to access and use the said information for purposes stipulated under the said legislation, which may include but not limited to assessing the creditworthiness of existing and potential customers, providing credit reporting or credit assessment services, providing Know-Your-Customer (e-KYC) solutions and providing financial advisory services ("**Purposes deemed necessary by BNM**"). Further, you also give your consent to these financial institutions, credit reporting agencies and such other persons as stipulated under section 47(2) of the Central Bank of Malaysia 2009 (as may be amended from time to time) who receive the Customer's credit information from Bank Negara Malaysia to access and use such credit information for the Purposes deemed necessary by BNM.

Customer Obligations

2.4 You agree to supply Customer Information, and to inform HSBC promptly, and in any event, within 30 days in writing if there are any changes to Customer Information supplied to HSBC or a member of the HSBC Group from time to time, and to respond to any request from, HSBC, or a member of the HSBC Group.

2.5 You confirm and warrant that every Connected Person whose information (including Personal Data or Tax Information) you (or anyone on your behalf) have provided, or will from time to time provide to HSBC or a member of the HSBC Group has been notified of and agreed to the processing, disclosure and transfer of their information as set out in these Terms before their information is provided. You shall, at the same time, advise Connected Persons that they may have rights of access to, and correction of, their Personal Data.

2.6 You acknowledge that where:
- you fail to provide Customer Information that HSBC reasonably requests, or

- you withhold or withdraw any consents which HSBC may need to process, transfer or disclose Customer Information for the Purposes (except for purposes connected with marketing or promoting products and Services to you), or
- HSBC, or a member of the HSBC Group, has suspicions regarding the possible commission of Financial Crime or a Customer presents a potential Financial Crime risk to a member of the HSBC Group,

HSBC may:

(a) be unable to provide new, or continue to provide all or part of the accounts, products and/or Services to you and reserves the right to terminate its banking relationship with you;

(b) take actions necessary for HSBC or a member of the HSBC Group to meet the Compliance Obligations; and/or

(c) block or close your account(s).

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

3. Data Protection

3.1 Whether it is processed in a home jurisdiction or overseas, in accordance with applicable data protection legislation, Customer Information will be protected by a strict code of secrecy and security which all members of the HSBC Group, their staff and third parties are subject to.

3.2 Under relevant data protection legislation, an individual can request for access to data, correction of data and types of data held by HSBC. This request should be made in person via any of the bank's branches. You will be asked to complete a data access / correction form and a fee is chargeable as provided in the PDPA Notice. Alternatively, if you are a retail banking customer you may make the changes to your personal data by logging on to HSBC Online Banking (at www.hsbc.com.my/contact/ / www.hsbcamanah.com.my/contact/ as the case may be) with your Mobile Secure Key or call our Contact Centre with your request without charge.

4. Financial Crime Risk Management Activity

4.1 HSBC, and members of the HSBC Group, are required, and may take any action they consider appropriate, to meet Compliance Obligations in connection with the detection, investigation and prevention of Financial Crime (**"Financial Crime Risk Management Activity"**).

Such action may include, but is not limited to: (a) screening, intercepting and investigating any instruction, communication, drawdown request, application for any accounts, products and/or Services, or any payment sent to or by you, or on your behalf, (b) investigating the source of or intended recipient of funds, (c) combining Customer Information with other related information in the possession of the HSBC Group, and/or (d) making further enquiries as to the status of a person or entity, whether they are subject to a sanctions regime, or confirming a customer's identity and status.

4.2 Exceptionally, our Financial Crime Risk Management Activity may lead to us delaying, blocking or refusing the making or clearing of any payment, the processing of your instructions or application for any accounts, products and/or Services or the provision of all or part of any accounts, products and/or the Services. To the extent permissible by law, neither HSBC nor any other member of HSBC Group shall be liable to you or any third party in respect of any loss (however it arose) whether incurred by you or a third party caused in whole or in part in connection with the undertaking of Financial Crime Risk Management Activity.

4.3 If you or any of your shareholder (whether direct or indirect, legal or beneficial) is a company incorporated in a country that permits issuance of bearer shares, you confirm and warrant that neither you nor such shareholder has issued any bearer shares and you further undertake that neither you nor such shareholder will issue or convert any of your shares or such shareholder's shares (as the case may be) to bearer form without our prior written consent, failing which we reserve the right to terminate the banking relationship with you.

5. Tax Compliance

You, and each Connected Person acting in their capacity as a Connected Person (and not in their personal capacity), acknowledge that you are solely responsible for understanding and complying with your tax obligations (including but not limited to, tax payment or filing of returns or other required documentation relating to the payment of all relevant taxes) in all jurisdictions in which those obligations arise and relating to the opening and use of accounts, products and/or Services provided by HSBC and/or members of the HSBC Group. Certain countries may have tax legislation with extra-territorial effect regardless of your or your Connected Person's place of domicile, residence, citizenship or incorporation. HSBC and/or any member of the HSBC Group does not provide tax advice. You are advised to seek independent legal and/or tax advice. HSBC and/or any member of the HSBC Group has no responsibility in respect of your tax obligations in any jurisdiction which they may arise including, without limitation, any that may relate specifically to the opening and use of accounts, products and/or Services provided by HSBC and/or members of the HSBC Group.

6. Miscellaneous

6.1 Survival Upon Termination

Clauses 1 to 4 and 6 of these Terms shall survive the termination of these Terms, any termination by HSBC or a member of the HSBC Group of the provision of any Services to you or the closure of your accounts.

6.2 Variation

HSBC may make amendments to these Terms which will become effective on 21 days' notice to you.

6.3 Assignment

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

6.4 Notice

Any notice may be given by ordinary or registered post (not being AR registered post) sent to your last known address and such notice shall be deemed to have been duly delivered three (3) days after it is posted.

6.5 Rights and Remedies

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

6.6 Waiver

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

6.7 Severability

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

6.8 Further Assurances

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

7. Governing Law and Jurisdiction

7.1 These Terms and any non-contractual obligations arising out of or in connection with them shall be governed by the laws of Malaysia and the parties submit to the exclusive jurisdiction of the courts of Malaysia.

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(Nov 2023 Edition)

Definitions Schedule

"Authorities" includes any judicial, administrative, public or regulatory body, any government, any Tax Authority, securities or futures exchange, court, central bank or law enforcement body, or any of their agents, with jurisdiction over any member of the HSBC Group.

"Compliance Obligations" means obligations of the HSBC Group to comply with: (a) Laws, or international guidance and internal policies or procedures, (b) any demand and/or requests from Authorities or reporting, disclosure or other obligations under Laws, and/or (c) Laws requiring HSBC to verify the identity of its customers.

"Connected Person" means a person or entity whose information (including Personal Data or Tax Information) you provide, or which is provided on your behalf, to any member of the HSBC Group in connection with the provision of any accounts, products and/or Services. **Connected Person** may include, but is not limited to, any guarantor or security provider, a shareholder, director or officer of a company, guarantor or security provider, partners or members of a partnership, office-bearers, any signatories, users, delegates or system administrators, any "substantial owner", **"controlling person"**, or beneficial owner, trustee, settlor or protector of a trust, account holder of a designated account, payee of a designated payment, representative, your agent or nominee, or your principal where you are acting on another's behalf, or any other persons or entities with whom you have a relationship (such as your buyers, suppliers and vendors) that is relevant to your relationship with the HSBC Group.

"controlling persons" means individuals who exercise control over an entity (for a trust, these are the settlor, the trustees, the protector, the beneficiaries or class of beneficiaries, and any other individual who exercises ultimate effective control over the trust, and in the case of a legal entity other than a trust, these are persons in equivalent or similar positions of control).

"Customer Information" means (a) Personal Data, (b) confidential information (including information about you, your accounts, transactions and use of HSBC's products and Services, and your relationships with other members of the HSBC Group), and/or (c) Tax Information of either yourself or a Connected Person.

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

"HSBC Group" means HSBC Holdings plc, and/or any of, its affiliates, subsidiaries, associated entities and any of their branches and offices (together or individually), and **"member(s) of the HSBC Group"** has the same meaning.

"Laws" means any applicable local or foreign statute, law, regulation, ordinance, rule, judgment, decree, voluntary code, directive, sanctions regime, court order, agreement between any member of the HSBC Group and an Authority, or agreement or treaty between Authorities and applicable to HSBC or a member of the HSBC Group.

"Loss" means any claim, charge, cost (including, but not limited to, any legal or other professional cost), damages, debt, expense, tax, liability, obligation, allegation, suit, action, demand, cause of action, proceeding or judgment, however calculated or caused, and whether direct or indirect, consequential, punitive or incidental.

"Personal Data" means any information relating to an individual from which the individual can be identified including any expression of opinion about the individual.

"Services" includes financing and banking facilities, and other banking services.

"substantial owners" means any individuals entitled to more than 10% of the profits of or with an interest of more than 10% in an entity either directly or indirectly.

"Tax Authority" means domestic or foreign tax, revenue, fiscal or monetary authorities.

"Tax Certification Forms" means any forms or other documentation as may be issued or required by a Tax Authority or by HSBC from time to time to confirm your tax status or that of a Connected Person.

"Tax Information" means documentation or information about your tax status and the tax status of any owner, "controlling person", "substantial owner" or beneficial owner, that HSBC considers, acting reasonably, is needed to comply (or demonstrate compliance, or avoid non-compliance) with any HSBC Group member's obligations to any Tax Authority. **"Tax Information"** includes, but is not limited to, information about: tax residence and/or place of organisation (as applicable), tax domicile, tax identification number, Tax Certification Forms, certain Personal Data (including name(s), residential address(es), age, date of birth, place of birth, nationality, citizenship).

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