



Sample

# Hang Seng HSBCnet

## Customer Agreement

(For using Security Device)

[Seal on the perforation]

## ▶ Customer Details

* Full Customer Name	Shenzhen Testing Company
* Address	Room 808, 8F, Global International Square No.1 Zhong xin yi Road, Futian CBD, Shenzhen, Guangdong, China
* Postal Code	518000
* Principal Contact Name	Albert Zhang
* E-mail Address	Albertzhang@testing.com
* Telephone Number	86 755 8888 9999
* Fax Number	86 755 8888 0000

\* Indicate Mandatory Fields

## ▶ Principal Bank and Governing Law

* Principal Bank	HANG SENG BANK (CHINA) LIMITED
* Governing Law	LAWS OF THE PEOPLE'S REPUBLIC OF CHINA

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.

## ▶ Managing Security and Access to HSBCnet

The System Administrator role can perform (under either dual or sole control) general administrative tasks such as the set-up and entitlement of users to HSBCnet tools, the ordering of Security Devices and the suspension or deletion of users.

On HSBCnet your System Administrators will be set up by default with auto-entitlements to all accounts and services on the profile. With this option, Your System Administrators will automatically be granted

- (a) Access to all accounts (current and those added in the future);
- (b) All administration privileges (including the set up and entitlement for other new users);
- (c) The set of related payment and other services available on the profile. If you do not wish any person to have access to this set of entitlements, please tick the box below their name indicating "No auto-entitlements for this user."

This document is an application to report and manage accounts held in the name of the Company detailed above. If you wish to report accounts held in the name of another company, that company (known as a Customer Associate) will be required to sign and return the document entitled Customer Associate Letter of Authority before any of their accounts can be reported to your profile.

Fill in page number.

Page \_\_\_ of \_\_\_

▶ **Initial System Administrators (Security Devices)**

Please list the Hang Seng HSBCnet Usernames of each of the persons you wish to nominate as initial System Administrators. Usernames must be selected by going to [www.hangseng.com.cn](http://www.hangseng.com.cn), 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 to receive all Security Devices. You are responsible, therefore, for ensuring that the delivery address and all other information listed below in relation to the ISA(s) are correct. (The Initial System Administrator (ISA) may be an existing personal customer of the Bank who has previously been identified in accordance with local compliance. If no identification/verification checks of the ISA have been previously undertaken by the Bank, it may be necessary for the ISA to produce identification documents to the Bank if so requested by it. This may include ISA's ID card or passport and verification of its residential address as required by certain local compliance requirements.)

▶ **System Administrator 1**

- \* Name/Principal Contact
- \* Hang Seng HSBCnet Username
- \* Office Address (for Security Device delivery)  
P.O.Box is not accepted
- \* E-mail Address
- \* Security Device ( see key below )
- \* Signature

<b>ALBERT ZHANG</b>
Albertzhang2009
Room808, 8F, Global International Square, No.1 Zhong xin yi Road, Futian CBD, Shenzhen, China
Albertzhang@testing.com
<b>5 (No. of Security Device required)</b>
Albert Zhang

No auto-entitlement for this user

▶ **System Administrator 2**

- \* Name/Principal Contact
- \* Hang Seng HSBCnet Username
- \* E-mail Address
- \* Signature

<b>VENUS CHEN</b>
Venuschen
Venuschen@testing.com
Venus Chen

No auto-entitlement for this user

▶ **System Administrator 3**

- \* Name/Principal Contact
- \* Hang Seng HSBCnet Username
- \* E-mail Address
- \* Signature


No auto-entitlement for this user

Key: Security Device - Please specify number required (5, 10, 15, 20 or multiples thereof). Every Hang Seng HSBCnet User will require a Security Device to access the system. Please consider storing a few extra devices than may be immediately necessary to enable future replacement. For further information please refer to the Hang Seng HSBCnet Application Guide.

\* Indicates Mandatory Fields

▶ **Dual Control**

Hang Seng Bank recommends that System Administrators operate the Hang Seng HSBCnet 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.

Sole Authority

We recommend you have at least two System Administrators

Dual Authority

We recommend you have at least three System Administrators

**Dual Authority is highly recommended**

Section 2

For Bank Use only: Customer ID

CNHASEGHC 512-000123

▶ Accounts and Services Schedule

Please list the Account Holding Banks below

Account Holding Bank	Hang Seng Bank (China) Limited
Account Holding Bank	Hang Seng Bank Limited
Account Holding Bank	HSBC (China) Limited

▶ Report and File Download

Statements: Indicate format (CSV, MT940, Other)

Autopay:

Trade Services:

Please indicate below which of your accounts you wish to make available through Hang Seng HSBCnet and for which Services.

Authority to correct errors and omissions: Do the customer and customer associate (if any) authorise the Account Holding Bank to include any omitted information including account numbers where not available at the time of submission of this form and correct any patent errors herein?

▶ Account Details

Country/Region Bank/Branch Name	Bank Code	Account Number	Currency	Account Title
Hang Seng Shenzhen		521-333333-018	CNY	Shenzhen Testing Company
Hang Seng Hong Kong		366-000111-220	HKD	Sample (Hong Kong) Company Ltd
HSBC Shenzhen		789-111000-330	USD	Sample (Hong Kong) Company Ltd
Hang Seng Shenzhen		520-123456-190	IMP	Shenzhen Testing Company

▶ Services

Trade Services						Other
AI	TRF	ACH	PP	FLU	TD	
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<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Daily Transaction Limit Specifications

Please prescribe one daily transaction limit for all your accounts on 1) Daily combined payment transaction limit and 2) Payment transaction limit for all payment types listed below. If not specified, the limit will be set to 0 and you will not be able to effect any payments. The currency will be defaulted to CNY.

Daily combined payment transaction limit / Daily payment transaction limit (all types listed below):

<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	5	0	0	0	0	0	0	0
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Payment types include: Priority Payment, Inter-Account Transfer, ACH Credit

Key:

AI	Account Information
TRF	Inter-Account Transfers
ACH	Automated Clearing House Payments
PP	Priority Payments
FLU	File Upload
TD	Time Deposit
	Other _____

It is for the Associate to complete, if its company accounts will be reported to its principal company's portfolio.

For Bank Use only: Customer ID

CNHASEGHC 512-000123

### ▶ Customer Associate

This Customer Associate section should be completed for each separate legal entity whose accounts will be reported on Hang Seng HSBCnet for the Customer to access. You may copy this section if you have more than one Customer Associate. Please complete a separate "Customer Associate – Section 3" and "Accounts and Services Schedule – Section 2" for each Customer Associate.

### ▶ Customer Details

Shenzhen Testing Company

Full Customer Name

HANG SENG BANK (CHINA) LIMITED

Principal Bank (ie Customer's Bank)

### ▶ Customer Associate Letter of Authority

**To: Principal Bank (named above)****Account Holding Bank (s) (named above)**

The Customer has entered into an agreement with the Principal Bank (the Customer Agreement) under which the Customer may use the Hang Seng HSBCnet as set out in the Accounts and Services Schedule from time to time to access, view and transact on certain bank accounts. We have appointed the Customer as our agent to access our accounts defined in the Accounts and Services Schedule or such other accounts as may be notified to you by the Customer or Customer Associate from time to time (the Accounts) in accordance with this Customer Associate Letter of Authority.

1. We hereby authorise the Principal Bank and the Account Holding Bank(s) to provide the Customer with access to the Accounts in accordance with this Customer Associate Letter of Authority.
2. We confirm the Customer is entitled to view and transact on and use the other services available via the Hang Seng HSBCnet from time to time in relation to the Accounts. We confirm the Customer is entitled to agree on our behalf on applicable terms from time to time relating to the access and use of the Accounts.
3. We represent and warrant that we have full legal and corporate authority to appoint the Customer for the purposes stated herein.

We shall be bound by all actions of the Customer taken in respect to the Accounts and shall ratify and confirm all things done by the Customer on our behalf in accordance with the purposes stated herein.

The appointment of the Customer shall remain in full force and effect until the day following seven (7) days after the Principal Bank receives written notice of revocation signed by our authorised signatory(ies) or until termination of the appointment of the Customer by operation of law.

We have taken all necessary actions to authorise the entering into of this Customer Associate Letter of Authority, the person(s) who sign below have been duly authorised to sign this Customer Associate Letter of Authority, which, along with such authorisations, are in accordance with the applicable constitutional documents of the Customer Associate.

This Customer Associate Letter of Authority is governed by and will be construed in accordance with the Governing Law set out in the section entitled Principal Bank and Governing Law in Section 1. The parties irrevocably submit to the nonexclusive jurisdiction of the courts of that named jurisdiction in respect to any proceedings which may be initiated in connection with this Customer Associate Letter of Authority.

**Signed for and on behalf of the Customer Associate.**

GARY CHIU

Full Name in BLOCK Letters

Chairman of the Board

Job Title

Gary Chiu

Signature of Authorised Representative

05 Jan 2019

Date

To be completed by the unlimited authorised signatory(ies) of the Associate.

### ▶ Customer Associate Details

Sample (Hong Kong) Company Ltd

Customer Associate Name

17F, International Resources Building, No.1, Middle Road,  
Central, Hong Kong

Address &amp; Postal Code

**From: Customer Associate (named above)**

Full Name in BLOCK Letters

Job Title

Signature of Authorised Representative

Date

## ► Hang Seng HSBCnet Terms and Conditions

### 1. INTRODUCTION

- 1.1 The Customer wishes to use and receive certain Services provided by the Bank via Hang Seng HSBCnet 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:

<b>Agreement</b>	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.
<b>Bank (also we, us, our)</b>	The bank named in this Agreement in the section entitled 'Principal Bank and Governing Law'.
<b>Customer (also you, your, yours)</b>	The customer named in the section of this Agreement entitled 'Customer Details'.
<b>Customer Associate</b>	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 Schedule'; or b. the individual named in a 'Customer Associate Letter of Authority (Individual)'.
<b>Customer Instruction</b>	Any advice, request, instruction or communication which is received by the Bank through the Hang Seng HSBCnet.
<b>Hang Seng HSBCnet</b>	HSBC Group's electronic banking system, 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.
<b>HSBC Group</b>	HSBC Holdings plc and its subsidiaries and associate undertakings and any of their branches.
<b>Institution</b>	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.
<b>Materials</b>	Any content, tools or other materials (other than software) made available to you.
<b>Security Procedures</b>	The facilities and procedures used to control the operation of the Hang Seng HSBCnet and Services as set out in this Agreement.
<b>Services</b>	Any electronic banking or related services supplied via the Hang Seng HSBCnet and ancillary services that we provide, procure or make available to you from time to time, as further described in this Agreement.
<b>Software</b>	Any software supplied by us for use in conjunction with the Hang Seng HSBCnet.
<b>Terms and Conditions</b>	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 the Hang Seng HSBCnet 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 Hang Seng HSBCnet 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 Services. We will provide to you in writing any terms applicable to those new Services prior to making them available to you, which will form part of this Agreement. If you consent to receiving such new services, then your (or any of your Users') access to or use of any such new 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 the Hang Seng HSBCnet 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 the Hang Seng HSBCnet, 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 the Hang Seng HSBCnet with information about you and your accounts, and to use the Hang Seng HSBCnet 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 Hang Seng HSBCnet and the Services contained in this Agreement and all information concerning your access to and use of the Hang Seng HSBCnet 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 Hang Seng HSBCnet 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 the Hang Seng HSBCnet 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 Hang Seng HSBCnet's security. You agree it is your responsibility to set up, maintain and regularly review security arrangements concerning your access to and use of the Hang Seng HSBCnet 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 Hang Seng HSBCnet 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 Hang Seng HSBCnet, 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 Hang Seng HSBCnet 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 Hang Seng HSBCnet 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 Hang Seng HSBCnet 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 the Hang Seng HSBCnet 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 Hang Seng HSBCnet.
- 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 Hang Seng HSBCnet 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.
- 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 Hang Seng HSBCnet 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 wilful 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 Services:
- 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 part of the Services only, commits in relation to that part of the Services, a material breach of the terms applicable to that part of the Services) 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 Hang Seng HSBCnet 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 other member of the HSBC Group's systems; 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 Hang Seng HSBCnet and Services. It supersedes any pre-existing agreements, communications, representations and discussions between you and us relating to the Hang Seng HSBCnet 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 Hang Seng HSBCnet 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, SMS, or any other method (other than via the Hang Seng HSBCnet), 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 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 Hang Seng HSBCnet 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 authorized 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 Hang Seng HSBCnet 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 Hang Seng HSBCnet or Services in respect to accounts opened at any time with us or an Institution in writing signed by a duly authorised person or person(s). The terms of this Agreement shall apply to all Services provided via the Hang Seng HSBCnet in relation to any accounts.
- 13.3 The person(s) nominated in the section of this Agreement entitled "Initial System Administrators" is appointed as the initial System Administrator(s) and may appoint Users and further System Administrators from time to time.

- 13.4 If you access or use the Hang Seng HSBCnet 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 the Hang Seng HSBCnet or uses the Services (if such access or use is in a different jurisdiction).

## ► Hang Seng HSBCnet Schedule

This Schedule sets out:

- a. Specific terms applicable to the Hang Seng HSBCnet; and
- b. The Security Procedures applicable to the Hang Seng HSBCnet

All capitalised terms used in this schedule shall have the meanings set out in the Terms and Conditions. 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. Hang Seng HSBCnet Schedule

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

Hang Seng HSBCnet	The Bank's HSBCnet system accessed via the portal at www.hangseng.com.cn or such other access point or means as we may notify you from time to time.
Services	Those Services available via the Hang Seng HSBCnet as further described in the Services Hang Seng HSBCnet Getting Started Guide available at www.hangseng.com.cn.
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 Hang Seng HSBCnet to use (subject to any notifications of any restrictions in relation to such appointment received by us via the Hang Seng HSBCnet from your System Administrator(s), the Hang Seng HSBCnet and the Services.
User Terms	The online terms and conditions relating to a User's use of the Hang Seng HSBCnet from time to time issued or made available by us via the Hang Seng HSBCnet 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 EChannels 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

The Security Procedures applicable to the Hang Seng HSBCnet are set out in Part B Access Control Procedures of the document entitled 'Hang Seng HSBCnet Security Brief'.

### 6. Help Text

You shall ensure that your Users comply with the requirements of the Help Test functionality located on the system.

To be completed by the principal company in subscribing Hang Seng HSBCnet services

For Bank Use only: Customer ID CNHASEGHC 512-000123

► Agreement Authorisation

- 1. 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 Hang Seng HSBCnet and the Services including, without limitation, subscribing for and withdrawing from any Services in relation to the Hang Seng HSBCnet in one or more countries/regions.
- 2. The bank is authorised and instructed to debit all charges for providing the Hang Seng HSBCnet Services to the account specified below (or such other account as the Customer may specify from time to time).

Bank Name

Account Number

Account Name

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

Completed by the unlimited authorised signatory(ies) of the principal company

► Bank Authorisation (For Bank Use Only)

Name of Relationship Manager

Signature

Date

Witnessed by the relationship manager of the Bank

Enter Total Number of Pages in this application

## ▶ Country Conditions – China

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The Hang Seng HSBCnet Customer Agreement (the Agreement) is hereby modified by and only to the extent that it is modified by the terms and conditions set forth in this document (“Country/Region Conditions”) so as to comply with the relevant laws and regulations of the People’s Republic of China (only for the purpose of this document, not including Hong Kong SAR, Macau SAR and Taiwan) such applicable and administrative directions issued under these laws and regulations and so as to facilitate the provision of the Services in the People’s Republic of China. To the extent that these Country /Region Conditions grant rights to the Bank in addition to rights of a similar nature granted to the Bank under the Agreement, such additional rights contained in these Country / Region Conditions shall supplement, and not supersede, the relevant provisions of the Agreement which deal with such similar rights. Expressions defined in the Agreement have the same meanings when used in this document.

1. You agree to observe at all times the foreign exchange control regulations and shall indemnify us against all actions, proceedings, costs, loss and damage of any kind which we incur or suffer as a result of your failure to observe the same. Without prejudice to the foregoing, we reserve the right not to process any Customer Instruction which we reasonably believe to be in breach of such regulations. We shall not be liable for any delay in carrying out such instruction due to procedures for compliance with the foreign exchange regulations including but not limited to the submission of valid supporting documents.
2. We serve the right to suspend or withdraw all or part of the Services without prior notice if and when receiving any order or directive by the governing authorities or as a result of any law or regulation that requires the suspension or withdrawal of the Services. You shall not enter into or enjoy any Services if you are prohibited from doing so pursuant to laws, regulations, or governmental rules, whether or not such Services have been suspended or withdrawn by us.
3. Clause 9.4 of the Agreement shall apply to the extent that it is permitted under the relevant laws of the People’s Republic of China.
4. Without prejudice to the jurisdiction provisions in Clause 14.1 of the Agreement, where any dispute relating to the Agreement is submitted to a court in the People’s Republic of China, it must be submitted to the court having jurisdiction at the locality of the Principal Bank.
5. Without prejudice to any right of assignment enjoyed by us under any applicable law or any other documents, we may, without the Customer’s or the Customer Associate’s consent, assign any and/or all of our rights and obligation under the Agreement to any member of the HSBC Group that is more than 50% owned or controlled by any other member of the HSBC Group.

### 6. INFORMATION MANAGEMENT TERMS

- 6.1 You may also have received one or more of the following documents from us setting out our information management terms (the “Information Management Terms”):
  - (i) our Terms of Business;
  - (ii) our Tax Reporting Obligations Terms; and/ or
  - (iii) our Account Rules on or after 1 July 2014.
- 6.2 In the event of conflict between (a) the provisions of the Agreement which relate to our management of information and (b) the Information Management Terms you have received (if any), the Information Management Terms will prevail.
- 6.3 Where you have not received any Information Management Terms from us, the terms of the Agreement shall apply in full until such time as you may receive any Information Management Terms.

Sample

▶ Hang Seng HSBCnet Certificate Of Due Authorisation

For the Director(s) of the principal company to complete

of Shenzhen Testing Company

(name) (the "Customer")

I/We HEREBY CERTIFY that the following resolutions were passed on 23 Jul 2019 (date) at a meeting of the Board of Directors of the Customer<sup>1</sup> by way of written resolutions signed by all the Directors of the Customer:

- 1. the Hang Seng HSBCnet customer agreement (the "Agreement") of which this certificate forms part be approved;
- 2. the person(s) whose name(s) and signature(s) appearing in the Agreement Authorisation section of the Agreement be authorised to sign the Agreement for and on behalf of the Customer;

- 3.  any one of the following persons be authorised to act solely
- OR
- any two of the following persons be authorised to act jointly

Please select either one of the two boxes

to give and to also appoint such other persons(s) to give instructions to the Bank and any Group in respect of all matters regarding Hang Seng HSBCnet including, subscribing for and withdrawing from any Services under Hang Seng HSBCnet in any countries or regions and to add to, amend or delete any accounts and services in the Hang Seng HSBCnet Profile of the Customer:

any person mentioned in paragraph 2 above

any director of the Customer

Name

Specimen Signature

Name

Specimen Signature

any authorised signatory of any account of the Customer maintained with the Bank or other members of the HSBC Group

- 4. details of these resolutions be communicated to the Bank and other members of the HSBC Group as shall be appropriate and remain in force until an amending resolution shall have been passed by the Customer's Board of Directors and a certified copy thereof shall have been received by the Bank and other members of the HSBC Group as shall be appropriate (or such other written confirmation as required by them);

and that details of the foregoing resolutions have been recorded in the Minutes and/or entered into the Minute Book of the Customer and signed therein by the Chairman of the Meeting/Corporate Secretary/all the Directors and are in accordance with the applicable constitutional documents of the Customer and such applicable laws and regulations (if any).

Expressions used in this certificate have the same meaning as corresponding expressions in the Agreement unless otherwise specified.

Director(s) and/or Corporate Secretary<sup>6</sup>

Signature by Director(s)

Director(s)'s signature 'd\* Should not be with company chop unless the director is a 'Corporate Director'

Certified by the Company Secretary<sup>7</sup>

Date

23 Jul 2019

Note:

- 1. Only if permitted under the M&A and/or the applicable laws.
- 2. The person(s) authorised under paragraph 2 and 3 above should also be signatory/signatories of one or more account(s) of the Customer maintained with the Bank or other members of the HSBC Group.
- 3. Please tick either one only.
- 4. Please place a tick in one or more  as shall be applicable. Please note that whoever is/are authorised here has/have very wide power and authority to basically do any act and sign any document relating to Hang Seng HSBCnet for and on behalf of and binding on the Customer. This option is not acceptable in India.
- 5. Australia: 2 Directors or 1 Director + the Company Secretary to sign.  
PRC: Directors to sign.  
All other countries/regions: (a) Chairman of the meeting to sign if above resolutions were passed in meeting of the Board of Directors.  
(b) Any director to sign if above resolutions were passed by written resolutions signed by all the Directors.
- 7. Additional certification by the Company Secretary is also required if the Bank is HSBC in Malaysia and Pakistan.

Sample

▶ Hang Seng HSBCnet Certificate Of Due Authorisation

For the Director(s) of the Associate to complete

of Sample (Hong Kong) Company Ltd (name) (the "Customer Associate")

(Please complete this Certificate of Due Authorisation where the Customer Associate is incorporated in and/ or holds accounts with HSBC in India, Malaysia, Pakistan, Taiwan and Thailand.)

I/We HEREBY CERTIFY that the following resolutions were passed on 23 Jul 2019 (date) at a meeting of the Board of Directors of the Customer Associate/ 1by way of written resolutions signed by all the Directors of the Customer Associate:

1. the Customer Associate Letter of Authority which forms part of the Hang Seng HSBCnet customer agreement between Shenzhen Testing Company as the Customer

and Hang Seng Bank (China) Limited as the bank (the "Agreement") of which this certificate forms part be approved;

2. the person(s) whose name(s) and signature(s) appearing in the said Customer Associate Letter of Authority be authorised to sign the same for and on behalf of the Customer Associate;

3. 3. any one of the following persons be authorised to act solely

OR

any two of the following persons be authorised to act jointly

to give and to also appoint such other persons(s) to give instructions to the Bank and any C Group in respect of all matters regarding Hang Seng HSBCnet including, add to, amend or delete any accounts and services (if applicable) relating to the in the Hang Seng HSBCnet Profile of the Customer:

4. any person mentioned in paragraph 2 above

any director of the Customer Associate

Name

Specimen Signature

Name

Specimen Signature

5. any authorised signatory of any account of the Customer Associate maintained with the Bank or other members of the HSBC Group;

4. details of these resolutions be communicated to the Bank and other members of the HSBC Group as shall be appropriate and remain in force until an amending resolution shall have been passed by the Customer Associate's Board of Directors and a certified copy thereof shall have been received by the Bank and other members of the HSBC Group as shall be appropriate (or such other written confirmation as required by them);

and that details of the foregoing resolutions have been recorded in the Minutes and/or entered into the Minute Book of the Customer Associate and signed therein by the Chairman of the Meeting/Corporate Secretary/all the Directors and are in accordance with the applicable constitutional documents of the Customer Associate and such applicable laws and regulations, if any.

Expressions used in this certificate have the same meaning as corresponding expressions in the Agreement unless otherwise specified.

Director(s) and/or Corporate Secretary<sup>6</sup>

Signature by Director(s)

Director(s)' signature 'd\* Should not be with company chop unless the director is a 'Corporate Director'

Certified by the Company Secretary<sup>7</sup>

Date

23 Jul 2019

Note:

- 1. Only if permitted under the M&A and/or the applicable laws.
2. The person(s) authorised under paragraph 2 and 3 above should also be signatory/signatories of one or more account(s) of the Customer Associate maintained with the Bank or other members of the HSBC Group.
3. Please tick either one only.
4. Please place a tick in one or more as shall be applicable. Please note that whoever is/are authorised here has/have very wide power and authority to basically do any act and sign any document relating to Hang Seng HSBCnet for and on behalf of and binding on the Customer Associate.
5. This option is not acceptable in India.
6. Australia: 2 Directors or 1 Director + the Company Secretary to sign. PRC: Directors to sign.

All other countries/regions: (a) Chairman of the meeting to sign if above resolutions were passed in a meeting of the Board of Directors.

(b) Any director to sign if above resolutions were passed by written resolutions signed by all the Directors.

7. Additional certification by the Company Secretary is also required if the Bank is HSBC in Malaysia and Pakistan.

Please select either one of the two boxes

Hang Seng Bank (China) Limited XX Branch Date: 23 Jul 2019  
 Concerning: Shenzhen Testing Company <Company Name> 512-000123 <Customer Number>

**Hang Seng HSBCnet Initial System Administrator Appointment**

Dear Sir/Madam,

We hereby authorize the Bank to set the following users as the Initial System Administrator (the "ISA"). They have separately completed the Hang Seng HSBCnet registration through a unique user name.

<b>Initial System Administrator (1)</b>	
Name	ALBERT ZHANG
Hang Seng HSBCnet Username	Albertzhang2009
Identity Type/ Validity of ID Card	XX
Identity Card No.	XX
Date of Birth	XX
Have Hang Seng (China) personal Account or not <small>Note1</small>	<input type="checkbox"/> Yes, Account No. <input type="checkbox"/> No
Residential Address	XX
Permanent Address	<input type="checkbox"/> Same as Residential Address <input type="checkbox"/> Others
Correspondence Address	<input type="checkbox"/> Same as Residential Address <input type="checkbox"/> Same as Correspondence Address <input type="checkbox"/> Others
Company's Authorised Signatory	<input type="checkbox"/> Yes <input type="checkbox"/> No
Signature Specimen	ALBERT ZHANG
No auto-entitlement for this user <small>Note2</small>	<input type="checkbox"/> Yes
<b>Initial System Administrator (2)</b>	
Name	VENUS CHEN
Hang Seng HSBCnet Username	Venuschen
Identity Type/ Validity of ID Card	XX
Identity Card No.	XX
Date of Birth	XX
Have Hang Seng (China) personal Account or not <small>Note1</small>	<input type="checkbox"/> Yes, Account No. <input type="checkbox"/> No

Residential Address	XX
Permanent Address	<input type="checkbox"/> Same as Residential Address <input type="checkbox"/> Others
Correspondence Address	<input type="checkbox"/> Same as Residential Address <input type="checkbox"/> Same as Correspondence Address <input type="checkbox"/> Others
Authorised Signatory	<input type="checkbox"/> Yes <input type="checkbox"/> No
Signature	VENUS CHEN
No auto-entitlement for this user <sup>Note2</sup>	<input type="checkbox"/> Yes
<b>Initial System Administrator (3)</b>	
Name	
Hang Seng HSBCnet Username	
Identity Type/ Validity of ID Card	
Identity Card No.	
Date of Birth	
Have Hang Seng (China) personal Account or not <sup>Note1</sup>	<input type="checkbox"/> Yes, Account No. <input type="checkbox"/> No
Residential Address	
Permanent Address	<input type="checkbox"/> Same as Residential Address <input type="checkbox"/> Others
Correspondence Address	<input type="checkbox"/> Same as Residential Address <input type="checkbox"/> Same as Correspondence Address <input type="checkbox"/> Others
Company's Authorised Signatory	<input type="checkbox"/> Yes <input type="checkbox"/> No
Signature Specimen	
No auto-entitlement for this user <sup>Note2</sup>	<input type="checkbox"/> Yes

<sup>Note 1</sup> if the designated ISA has an existing personal account with the Bank, please use his/her obligated personal information when opening the personal account.

<sup>Note 2</sup> ISA will be authorized by default with auto entitlements to all the accounts and service on the profile of your company in Hang Seng HSBCnet (details please refer to Hang Seng HSBCnet Customer Agreement – Managing Security and Access to HSBCnet). If your company wish to cancel this default setting, please tick the box.



We acknowledge and accept that, according to the relevant control setting rules of Hang Seng HSBCnet, the Initial System Administrator is entitled to manage all Hang Seng HSBCnet users and maintains the highest system authority. We hereby authorize the Bank to set the above users as the Initial System Administrator by Dual Authorization under the Hang Seng HSBCnet Customer Agreement.

We clearly understand all other stipulations under “the Hang Seng HSBCnet Customer Agreement” (including Clause 3 of The Hang Seng HSBCnet Customer Agreement) and hereby agree to the following:

- a) The operational risk due to assigning of non-Account signatory and/or non-unlimited signatory as Initial System Administrator;
- b) All terms in the Hang Seng HSBCnet Customer Agreement are still valid and binding, and should there is any discrepancy between this letter and the Hang Seng HSBCnet Customer Agreement, this letter shall prevail;
- c) Neither the Bank or any member of the HSBC Group shall be liable for any loss, obligation or damage incurred by the assigning of non-Account signatory /non-unlimited signatory as Initial System Administrator by our company; and
- d) We shall at all times indemnify and reimburse the Bank and any member of the HSBC Group from and against any loss, obligation or damage which the Bank and any member of the HSBC Group may suffer incur or sustain in connection with or arising out of the assigning of non-Account signatory and/or non-unlimited signatory as Initial System Administrator.

Please kindly process our foregoing application.

Thank you for your cooperation!

← Completed by the unlimited authorised signatory(ies) of the principal company

\_\_\_\_\_  
Authorized Signatory\*

*\* Same as the Authorized Signatory specified in the statement of proper authorization in the Hang Seng HSBCnet Customer Agreement.*