

Terms and Conditions for Renting of Safe Deposit Box (“Terms and Conditions”)

1. Definitions

In these Terms and Conditions:

“Box” means the safe deposit box provided by Hang Seng to the Renter pursuant to these Terms and Conditions.

“Hang Seng” or “we” means Hang Seng Bank Limited and its successors and assigns.

“Keys” means the two keys provided by Hang Seng to the Renter for the purpose of enabling the Renter to use and operate the Box pursuant to these Terms and Conditions.

“Renter” or “you” means any person to whom Hang Seng has provided the Box pursuant to these Terms and Conditions and, where the context permits or requires, includes a joint renter and their respective personal representatives and lawful successors.

2. Production of Hong Kong Identity Card and/or other evidence

Hang Seng may at any time require the production by the Renter of his Hong Kong Identity Card or such other evidence of identification as Hang Seng may think fit when applying to have access to the Box.

3. Rent, Deposit, Fees and Charges

- (a) Subject to sooner termination as hereinafter provided, the period for the renting of the Box shall be annual. The rental for the first year shall be payable on the signing hereof and thereafter the rental shall be payable annually in advance without any deduction. Hang Seng reserves the right to charge a service fee for any late payment of the rental at such rate as Hang Seng may from time to time prescribe at its discretion.
- (b) The Renter is required to pay a deposit in an amount Hang Seng may set from time to time as security for the due observance and performance by the Renter of these Terms and Conditions. Hang Seng have the right to (i) retain the deposit during the term of the renting; and (ii) deduct from the deposit any amount owing by you to us in connection with the Box from time to time. We will return the deposit or any balance of it (as applicable) to you as soon as reasonably practicable after you have returned the Box and the Keys to our satisfaction.
- (c) The Renter agrees that except for the first year of the opening of the Box, Hang Seng have the right to vary from time to time the rental, deposit and other fees and charges payable by the Renter in connection with the renting of the Box. You can find out more information about the fees and charges upon request at any of our branches.
- (d) Renter is required to (i) pay the annual rent using autopay function of your own-name Hang Seng account or any account accepted by us; and (ii) maintain such autopay function throughout the renting period.

4. Specimen signatures

The Renter shall furnish Hang Seng or shall cause to be furnished to Hang Seng with his specimen signature or signatures or the specimen signature of any other person who will be authorised by the Renter to have access to the Box. In case a chop or seal is used by the Renter or by such other person as aforesaid to have access to the Box, the Renter shall furnish Hang Seng or shall cause to be furnished to Hang Seng with a specimen impression of such chop or seal. At the Renter’s own risk, Hang Seng will be entitled to allow such person to have access to the Box as will present to Hang Seng an application in Hang Seng’s prescribed form for such purpose which application will bear such an impression of the chop or seal as in the opinion of Hang Seng’s officer will correspond with the specimen impression furnished or caused to be furnished to Hang Seng by the Renter or such other person as aforesaid.

5. Keys

The Renter undertakes to keep the Keys in safe custody and to use only one of the Keys and no other key to open the Box. The property in the Keys will remain with Hang Seng and the Renter undertakes to surrender the Keys to Hang Seng in good condition upon the termination of the renting of the Box.

6. Access to the Box

Renter may access the Box during the business hours of the branch where the Box is located. The Renter agrees to comply with such procedure rules and regulations governing the use and operation of safe deposit boxes from time to time adopted by Hang Seng (“the said Rules”). Hang Seng shall be entitled to refuse access to the Box if the signature or impression of the chop or seal on the application form for access to the Box does not in the opinion of Hang Seng correspond with the specimen kept by Hang Seng or if Hang Seng has any doubt as to the genuineness of the signature or impression of the chop or seal on the application form.

7. Appointment of attorney

- (a) The Renter may appoint authorized person (each an “attorney”) to access the Box. The Renter may appoint up to any maximum number of attorney set by us from time to time.
- (b) The Renter agrees that should the Renter appoint any attorney such appointment will be made in Hang Seng’s prescribed form or in such other form as will be acceptable to Hang Seng but not otherwise.

8. Hang Seng’s right to close vault in emergency

If in Hang Seng’s opinion there is an emergency, Hang Seng will have the right to close the vault and suspend access to the Box at any time even during business hours and may require any one for the time being in the vault to leave there immediately.

9. Liability of Hang Seng

- (a) The Renter acknowledges and agrees that Hang Seng is not in any way obliged to, and will not, take out any insurance in respect of the contents of the Box ("Contents") against any risk. The Renter agrees that the Renter is solely responsible for taking out the Renter's own insurance in respect of the Contents for such amounts and against such risks as the Renter may consider appropriate in the Renter's own circumstances.
- (b) The Renter acknowledges and agrees that Hang Seng's duty is to provide a safe deposit box within a vault which is in line with the standard of security and safety generally or customarily expected for similar types of safe deposit box provided by a retail bank in the Hong Kong Special Administrative Region at a comparable level of fees or charges. The Renter also fully understands that outside the business hours of the relevant safe deposit box vault of Hang Seng, there is little or no air-conditioning in such vault and the Renter agrees not to put in the Box any item which may be sensitive to temperature or change in temperature. Accordingly, the Renter acknowledges and agrees that in respect of any loss of or damage to the Contents caused by the temperature in the relevant safe deposit box vault or any other circumstances which are beyond the reasonable control of Hang Seng (including without limitation terrorist attacks, war, civil commotion, natural disasters or other natural causes), Hang Seng shall not be liable for any such loss or damage.
- (c) Unless due to the negligence, willful default, fraud or dishonesty on the part of Hang Seng or any of Hang Seng's employees or authorised agents acting in the course of his employment or appointment and only to the extent of direct and reasonably foreseeable loss and damage (if any) arising directly and solely therefrom, Hang Seng does not assume any liability or responsibility to the Renter for any loss of or damage to the Contents.
- (d) Each of the provisions in these Terms and Conditions is severable and distinct from the others and, if at any time one or more of such provisions is or becomes illegal, invalid and unenforceable in any respect under the laws of any jurisdiction, the legality, validity or enforceability of the remaining provisions shall not be affected in any way.

10. Hang Seng's right to suspend access to the Box

- (a) Without limiting or reducing our right to terminate the renting of the Box, Hang Seng have the right to suspend access to the Box if any of the following events occur:
 - (i) when the rent has not been duly paid by the Renter; or
 - (ii) if any of the terms or conditions herein or any of the said Rules has not been observed or complied with by the Renter .
- (b) We will give you notice of suspension requiring payment of the outstanding rent or your performance of the relevant obligation. If you fail to pay the outstanding rent or perform the relevant obligation within four weeks after the date of our notice, we have the right to terminate the renting without further notice to you.

11. Prohibition to use Box illegally and the Hang Seng's right to have the Box opened

The Renter undertakes not to use the Box for any illegal or unlawful purpose or for the storage of any explosive, inflammable liquid or any illegal, unlawful or dangerous article or article of an offensive or corrosive nature or such other thing as in Hang Seng's opinion is or may become a nuisance. The Renter undertakes to keep Hang Seng fully indemnified against all actions proceedings, claims, damages, losses and costs which Hang Seng may suffer, incur or sustain by reason or as a result or in consequence of any breach on the Renter's part of this condition or any other terms or conditions herein contained or of the said Rules. If Hang Seng should suspect that the Box contains such article as aforesaid or is being used for any unlawful purpose or otherwise in contravention of any of the terms or conditions herein or any of the said Rules Hang Seng may call upon the Renter or the Renter's attorney to open the Box for inspection. Should the Renter or the Renter's attorney fail to open the Box as required, Hang Seng may have the Box broken open at the Renter's risks and costs, and deal with or dispose of the contents thereof at the Renter's risks and costs as Hang Seng may think fit.

12. Hang Seng's right to demand open of Box and remove Box

If Hang Seng wishes to effect any repair in any part of the vault where the Box is or to change the situation of the Box without having to open it Hang Seng will be at liberty without further notice to or consent from the Renter to have the Box removed to other part of Hang Seng's premises or alternatively to terminate the renting of the Box by giving the Renter one month's previous notice of Hang Seng's intention to do so, in which case Hang Seng will refund to the Renter a proportionate part of the annual rental already paid to Hang Seng for the unexpired period of the hire. If the Renter fails to surrender the Box to Hang Seng at the expiration of the notice, Hang Seng will be at liberty to effect the removal of the Box without any further notice, in addition to and apart from Hang Seng's rights under clause 18a hereof.

13. Compliance with requests from Authorities

Hang Seng may, without prior notice to or consent from the Renter, permit any judicial, administrative, public or regulatory body, government, court or law enforcement body (the "Authorities") which has jurisdiction over Hang Seng to have access to any information, records or documents in relation to the Box when requested to do so by any of such Authorities, including having the Box broken open at the Renter's risks and costs in such manner as Hang Seng may in its absolute discretion think fit, and Hang Seng will not be responsible for any damage or loss which the Renter may suffer or sustain by reason or as a result or in consequence thereof.

14. Prohibition to sub-let

The Renter shall not assign, sublet or underlet the Box to anybody.

15. Termination of Box rental service

If the Renter do not decide to renew the renting, the Renter should give us notice in writing at least one month or such other period as specified by us from time to time before expiry and return the Box and the Keys to our satisfaction. The Renter shall not be entitled to any refund of the annual rental already paid or any part thereof. If we do not receive such notice and the Box and the Keys, the renting will be renewed and you will be required to pay rent for another year.

16. Hang Seng's right to terminate renting before expiration of lease

Hang Seng may terminate the renting of the Box during any term (i) by giving you notice of immediate termination if you fail to perform any of your obligations under these Terms and Conditions, or (ii) by giving you at least one month's notice in any other case. Notwithstanding anything herein contained to the contrary, Hang Seng may without assigning any reason terminate the renting of the Box by giving the Renter one month's previous notice in writing of Hang Seng's intention to do so, in which case the Renter shall be entitled to a refund of a proportionate part of the annual rental already paid in respect of the unexpired period of the renting.

17. Renter's obligation to return Keys and remove contents

Upon the termination of the renting of the Box for any reason whatsoever, the Renter shall at once open the Box, take out all the contents of the Box and return the Keys to Hang Seng in good condition. Without prejudice to Hang Seng's right under clause 18a hereof, Hang Seng will be entitled to charge rental for the Box until the Keys have been surrendered to Hang Seng in the said condition.

18a. Hang Seng's right to break open the Box and to deal with and/or dispose of contents

If the Renter fails to open the Box and/or remove the contents thereof and return the Keys when called upon to do so in pursuance of any of the provisions herein or of the said Rules or when the renting of the Box is terminated for any reason whatsoever, Hang Seng will without prejudice to any other remedy, be at liberty, without any further notice, to have the Box broken open and to have the contents thereof dealt with or disposed of at the Renter's risks and costs in such manner as Hang Seng may in its absolute discretion think fit, and Hang Seng will not be responsible for any damage or loss which the Renter may suffer or sustain by reason or as a result or in consequence thereof. For the purpose of breaking open the Box and/or disposing of its contents, Hang Seng may, but is not bound to, employ the services of a notary public, solicitor, auctioneer and/or other agents, contractors or workmen whatsoever. The Renter shall be responsible for all the costs to be incurred by Hang Seng in carrying out the said breaking dealing and disposal operations, which shall include all disbursements to be paid by Hang Seng for the services of a solicitor or notary public and auctioneer and other parties whatsoever. Without prejudice to the generality of the foregoing, Hang Seng will have the right to sell the contents of the Box or any part thereof without any further notice to the Renter either by public auction or by private treaty and apply the proceeds thereof in payment of the costs to be incurred by Hang Seng and any outstanding money owing to Hang Seng, it being understood that the Renter shall make good the deficiency, if any, when called upon to do so.

18b. Hang Seng's right to release the contents

Subject to Hang Seng's rights herein, Hang Seng may release the contents of the Box or any part thereof to the Renter or the Renter's attorney(s) and a confirmation or receipt or acknowledgement therefor in whatsoever forms signed by the Renter or the Renter's attorney(s) on the delivery by Hang Seng of the said contents shall:

- (a) discharge Hang Seng of all responsibilities;
- (b) release Hang Seng from all actions, suits, proceedings, accounts, claims and demands whatsoever which may be laid against Hang Seng for or on account of or in relation to these Terms and Conditions or the contents of the Box or any act cause matter or thing in connection herewith; and
- (c) be conclusive evidence of discharge and release as aforesaid.

19. Loss of Keys

The Renter undertakes to notify Hang Seng in writing immediately upon the loss of any or both of the Keys and fill in such form regarding the loss as Hang Seng may from time to time prescribe. The Renter shall not be entitled to have the Box broken open or to have its lock replaced except on such terms and conditions as will be acceptable to Hang Seng. In any event Hang Seng will not be responsible for any damage to or loss of any of the contents of the Box by reason or as a result or in consequence of the Box having to be broken open.

20. Loss of chop or seal

The Renter undertakes to notify Hang Seng in writing immediately upon the loss of the chop or seal, an impression of which is used as authority for access to the Box, and to fill in such form regarding the loss as Hang Seng may from time to time prescribe. The Renter shall not be entitled to have access to the Box without producing on Hang Seng's prescribed form an impression of the chop or seal in question except on such terms and conditions as will be acceptable to Hang Seng. Hang Seng will not be responsible for allowing any access to the Box on the authority of the authorised impression of a chop or seal before the receipt of such notice of loss or within a reasonable time after the receipt of such notice.

21a. Death of Single Renter/Sole Proprietor

(Applicable where there is only one Renter or the Renter is a sole proprietor) Upon the death of the Renter, any authority given to an attorney to have access to the Box shall continue to be valid until written notice of such death is given to Hang Seng, whereupon every such authority shall automatically cease and determine. Access to the Box shall thereafter only be allowed to the duly constituted legal personal representative of the deceased Renter and such other person(s) as may for the time being be permitted under applicable laws, rules and regulations. If, notwithstanding the foregoing and at the entire discretion of Hang

Seng, Hang Seng allows any solicitor or other person purporting to act for the personal representative (or the intended personal representative) of the deceased to have access to the Box at any time after the death of the Renter for the purpose only of making an inventory of the contents thereof, Hang Seng shall not be held liable in any way for permitting such access. Nothing herein shall affect the liability for the rent of the Box, which shall continue until the Box shall be surrendered to Hang Seng.

21b. Death of Joint Renter/Partnership

(Applicable where there are two or more Renter, or the Renter is a partnership) Upon the death of any of the Renter, any authority given by them to an attorney to have access to the Box shall continue to be valid until written notice of such death is given to Hang Seng, whereupon every such authority shall automatically cease and determine. Hang Seng is authorised to hold the Box and its contents to the order of the survivor or the survivors of the Renter without prejudice, however, to any rights Hang Seng may have in respect thereof and also subject to any applicable laws, rules and regulations or any guidelines or directions given by any relevant authority (whether having the force of law). Access to the Box shall only be allowed to the survivor or survivors of the Renter or to any attorney duly appointed by any one of the survivors, subject to any applicable laws, rules and regulations or any guidelines or directions given by any relevant authority (whether having the force of law), and such other person(s) as may for the time being be permitted under applicable laws, rules and regulations. Upon the death of the last survivor of the Renter, access to the Box shall only be allowed to the duly constituted legal personal representative of such last survivor and such other person(s) as may for the time being be permitted under applicable laws, rules and regulations. If, notwithstanding the foregoing and at the entire discretion of Hang Seng, Hang Seng allows any solicitor or other person purporting to act for the personal representative (or the intended personal representative) of such last survivor to have access to the Box at any time after his/her death for the purpose only of making an inventory of the contents thereof, Hang Seng shall not be held liable in any way for permitting such access and the Renter agrees to indemnify Hang Seng in respect of any claim which may be made against Hang Seng as a result of the Hang Seng's permitting such access. Nothing herein shall affect the liability for the rent of the Box, which shall continue until the Box shall be surrendered to Hang Seng.

22. Serving of notice on Renter

Any notice required to be given to the Renter shall be sufficiently served on the Renter if sent by registered post to the last known address of the Renter and shall be deemed to have been received by the Renter on the day following that on which the same was posted, its return by the Post Office to Hang Seng notwithstanding.

23. Renter's change of address

The Renter undertakes to notify Hang Seng in case of any change of address. Until Hang Seng has been notified otherwise, the Renter's address registered with Hang Seng shall be deemed to be the Renter's address and any notice to the Renter sent to that address shall be deemed to have been duly sent.

24. Hang Seng's right to amend Terms and Conditions

Hang Seng shall be entitled to revise these Terms and Conditions and/or introduce additional terms and conditions at any time and from time to time and any revision and/or addition to these Terms and Conditions shall become effective subject to Hang Seng's notice (for a period of 30 days for any variation affecting fees and charges and liabilities or obligations of the Renter or for such reasonable period as Hang Seng may prescribe in the case of any other variations) which may be given by display, advertisement or other means as Hang Seng thinks fit, and shall be binding on the Renter if the Renter continues to use or retain the Box after the effective date thereof.

25. Debt collection agency

Hang Seng may appoint any other person as its agent to collect any or all indebtedness owed by the Renter to Hang Seng and the Renter shall be responsible for all costs and expenses of reasonable amount and reasonably incurred by Hang Seng for that purpose on each occasion.

26. Collection and Disclosure of Renter Information

(a) Definitions

Terms used in this Clause 26 shall have the meanings set out in these Terms and Conditions or the meanings set out below. Where there is any conflict between the meaning of a term set out in these Terms and Conditions and the meaning set out below, the meaning set out below shall apply in this Clause 26.

"Authorities" includes any local or foreign judicial, administrative, public or regulatory body, any government, any Tax Authority, securities or futures exchange, court, central bank or law enforcement body, self-regulatory or industry bodies or associations of financial service providers or any of their agents with jurisdiction over any part of the HSBC Group.

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

"Connected Person" means a person or entity (other than the Renter) whose information (including Personal Data or Tax Information) is provided by the Renter, or on the Renter's behalf, to any member of the HSBC Group or which is otherwise received by any member of the HSBC Group in connection with the provision of the Services. A **Connected Person** may include, but is not limited to, any guarantor or third party security provider, a member, a director or officer of a company, partners or members of a partnership, any "substantial owner", "controlling person", or investor of a fund, beneficial owner, trustee, settlor or protector of a trust, account holder of a designated account, payee of a designated payment, a representative of the Renter, agent or nominee, or any other persons or entities with whom the Renter has a relationship that is relevant to the Renter's 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 anybody else who exercises ultimate effective control over the trust, and for entities other than a trust, these are persons in equivalent or similar positions of control.

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

"Financial Crime Risk Management Activity" means any action to meet Compliance Obligations relating to or in connection with the detection, investigation and prevention of Financial Crime that Hang Seng or members of the HSBC Group may take.

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

"Laws" include any local or foreign law, regulation, judgment or court order, voluntary code, sanctions regime, agreement between any member of the HSBC Group and an Authority, or agreement or treaty between Authorities and applicable to Hang Seng or a member of the HSBC Group.

"Personal Data" means any information relating to an individual from which such individual can be identified.

"Renter Information" means all or any of the following items relating to the Renter or a Connected Person, where applicable: (a) Personal Data, (b) information about the Renter, the Renter's accounts, transactions, use of Hang Seng's products and services and the Renter's relationship with HSBC Group and (c) Tax Information.

"Services" includes (a) the opening, maintaining and closing of the Renter's accounts, (b) the provision of credit facilities and other banking, financial and insurance products and services, processing applications, credit and eligibility assessment, and (c) maintaining Hang Seng's overall relationship with the Renter, including marketing services or products to Hang Seng, market research, insurance, audit and administrative purposes.

"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, directly or indirectly.

"Tax Authorities" means Hong Kong or foreign tax, revenue or monetary authorities.

"Tax Certification Forms" means any forms or other documentation as may be issued or required by a Tax Authority or by Hang Seng from time to time to confirm the Renter's tax status or the tax status of a Connected Person.

"Tax Information" means documentation or information about the Renter's tax status or the tax status of a Connected Person. **"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).

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

(b) Collection, Use and Sharing of Renter Information

This Clause 26 explains how Hang Seng will use information about the Renter and Connected Persons. The Notice to Customers and Other Individuals relating to the Personal Data (Privacy) Ordinance that applies to the Renter and other individuals (the **"PICS"**) also contains important information about how Hang Seng and the HSBC Group will use such information and the Renter should read this Clause in conjunction with the PICS. Hang Seng and members of the HSBC Group may use Renter Information in accordance with this Clause 26 and the PICS.

Renter Information will not be disclosed to anyone (including other members of the HSBC Group), other than where:

- Hang Seng is legally required to disclose;
- Hang Seng has a public duty to disclose;
- Hang Seng's legitimate business purposes require disclosure;
- the disclosure is made with the data subject's consent;
- it is disclosed as set out in this Clause 26 or the PICS.

Collection

- (i) Hang Seng and other members of the HSBC Group may collect, use and share Renter Information. Renter Information may be requested by Hang Seng or on behalf of Hang Seng or the HSBC Group, and may be collected from the Renter or Connected Person directly, from a person acting on behalf of the Renter or Connected Person, from other sources (including from publicly available information), and it may be generated or combined with other information available to Hang Seng or any member of the HSBC Group.

Use

- (ii) Hang Seng and members of the HSBC Group may use, transfer and disclose Renter Information in connection with (i) the purposes set out in Appendix 1 (applicable to Renter Information other than Personal Data), (ii) the purposes set out in the PICS (applicable to Personal Data) and (iii) matching against any data held by Hang Seng or the HSBC Group for whatever purpose (whether or not with a view to taking any adverse action against the Renter) ((i) to (iii) are collectively referred to as the **"Purposes"**).

Sharing

- (iii) Hang Seng may (as necessary and appropriate for the Purposes) transfer and disclose any of Renter Information to the recipients set out in the PICS (who may also use, transfer and disclose such information for the Purposes) and Appendix 1 (applicable to Renter Information other than Personal Data).

Renter's obligations

- (iv) The Renter agrees to supply Renter Information, and to inform Hang Seng promptly and in any event, within 30 days in writing if there are any changes to Renter Information supplied to Hang Seng or a member of the HSBC Group from time to time, and to respond promptly to any request for Renter Information from Hang Seng or a member of the HSBC Group. In respect of a non personal Renter, the Renter further undertakes to notify Hang Seng (in such manner as may be prescribed or accepted by Hang Seng from time to time) of any change of directors, shareholders, partners, controllers, legal status or constitutional documents.
- (v) The Renter confirms that every Connected Person whose information (including Personal Data or Tax Information) has been (or will be) provided to Hang Seng or a member of the HSBC Group has (or will at the relevant time have) been notified of and agreed to the processing, disclosure and transfer of their information as set out in this Clause 26, Appendix 1 and the PICS (as may be amended or supplemented by Hang Seng from time to time). The Renter shall advise any such Connected Persons that they have rights of access to, and correction of, their Personal Data.
- (vi) The Renter consents and shall take such steps as are required from time to time for the purposes of any applicable data protection law or secrecy law to permit Hang Seng to use, store, disclose, process and transfer all of Renter Information in the manner described in these Terms and Conditions. The Renter agrees to inform Hang Seng promptly in writing if the Renter is not able or has failed to comply with the obligations set out in (v) and (vi) in any respect.
- (vii) Where
 - The Renter or any Connected Person fails to comply with the obligations listed above including without limitation, providing promptly Renter Information reasonably requested by Hang Seng, or
 - The Renter or any Connected Person withholds or withdraws any consents that Hang Seng may need to process, transfer or disclose Renter Information for the Purposes (except for purposes connected with marketing or promoting products and services to the Renter), or
 - Hang Seng has, or a member of the HSBC Group has, suspicions regarding Financial Crime or an associated risk, Hang Seng may:
 - (i) be unable to provide new, or continue to provide all or part of the Services to the Renter and reserve the right to terminate Hang Seng's relationship with the Renter;
 - (ii) take actions necessary for Hang Seng or a member of the HSBC Group to meet the Compliance Obligations; and
 - (iii) block, transfer or close the Renter's account(s) where permitted under local Laws.

In addition, if the Renter fails to supply promptly the Renter's, or a Connected Person's, Tax Information and accompanying statements, waivers and consents, as may be requested, then Hang Seng may make its own judgment with respect to the status of the Renter or that of the Connected Person, including whether the Renter or a Connected Person is reportable to a Tax Authority, and may require Hang Seng or other persons to withhold amounts as may be legally required by any Tax Authority and to pay such amounts to the appropriate Tax Authority.

(c) Financial Crime Risk Management Activity

- (i) Financial Crime Risk Management Activity may include, but is not limited to: (A) screening, intercepting and investigating any instruction, communication, drawdown request, application for Services, or any payment sent to or by the Renter, or on the Renter's behalf; (B) investigating the source of or intended recipient of funds; (C) combining Renter Information with other related information in the possession of the HSBC Group; and (D) making further enquiries as to the status of a person or entity, whether they are subject to a sanctions regime, or confirming the identity and the status of the Renter or that of a Connected Person.
- (ii) Hang Seng and HSBC Group's Financial Crime Risk Management Activity may lead to the delay, blocking or refusing the making or clearing of any payment, the processing of the Renter's instructions or application for Services or the provision of all or part of the Services. To the extent permissible by law, neither Hang Seng nor any member of the HSBC Group shall be liable to the Renter or any third party in respect of any loss (howsoever it arose) that was suffered or incurred by the Renter or a third party, caused in whole or in part in connection with the undertaking of Financial Crime Risk Management Activity.

(d) Tax Compliance

The Renter, and each Connected Person acting in their capacity as a Connected Person (and not in their personal capacity) acknowledges that the Renter is solely responsible for understanding and complying with the Renter's 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 account(s) or Services provided by Hang Seng or members of the HSBC Group. Each Connected Person acting in his/its capacity as a Connected Person (and not in his/its personal capacity) also makes the same acknowledgement in his/its own regard. Certain countries may have tax legislation with extra-territorial effect regardless of a Connected Person's or the Renter's place of domicile, residence, citizenship or incorporation. Neither Hang Seng nor any member of the HSBC Group provides tax advice. The Renter is advised to seek independent legal and tax advice. Neither Hang Seng nor any member of the HSBC Group has responsibility in respect of the Renter's tax obligations in any jurisdiction which may arise including any that may relate specifically to the opening and use of account(s) and Services provided by Hang Seng or members of the HSBC Group.

(e) Miscellaneous

- (i) In the event of any conflict or inconsistency between any of this Clause 26 and the provisions in or governing any other service, product, business relationship, account or agreement between the Renter and Hang Seng, this Clause 26 shall prevail.
- (ii) If all or any part of the provisions of this Clause 26 become illegal, invalid or unenforceable in any respect under the law of any jurisdiction, that shall not affect or impair the legality, validity or enforceability of such provision in any other jurisdictions or the remainder of this Clause 26 in that jurisdiction.

(f) Survival Upon Termination

This Clause 26 shall continue to apply notwithstanding any termination by the Renter or Hang Seng or a member of the HSBC Group of the provision of any Services to the Renter, or the closure of any of the Renter's accounts.

27. Interpretation clause

It is declared that in the construction of these presents the words "access to the Box" shall include the right to open the Box and to remove therefrom and to place therein anything and otherwise to use or operate the Box in any manner whatsoever at any time and from time to time and that unless the contrary intention appears, words importing the masculine gender shall include feminine and neuter genders, and words in the singular shall include plural and vice-versa. Clause headings shall be grossed in the interpretation of these Terms and Conditions.

28. Language

The Renter agrees that in the construction and interpretation of these Terms and Conditions, the English text prevails and the Chinese version is provided for the Renter's information only and is not intended to have any legal effect.

29. Governing Law

These Terms and Conditions shall be governed by and construed in accordance with the laws of the Hong Kong Special Administrative Region.

30. No person other than the Renter and Hang Seng will have any right under the Contracts (Rights of Third Parties) Ordinance to enforce or enjoy the benefit of any of the provisions of these Terms and Conditions.

Note: In case of discrepancies between the English and Chinese versions, the English version shall apply and prevail.

APPENDIX 1

The following terms supplement Clause 26 and relate to the use, store, process, transfer and disclosure of Renter Information other than Personal Data. Terms used in this Appendix 1 shall have the meanings set out in Clause 26 of these Terms and Conditions.

Use of Renter Information Other Than Personal Data

The purposes for which Renter Information (other than Personal Data) may be used are as follows:

- (1) considering applications for Services;
- (2) approving, managing, administering or effecting Services or any transaction that the Renter requests or authorizes;
- (3) meeting Compliance Obligations;
- (4) conducting Financial Crime Risk Management Activity;
- (5) collecting any amounts due from the Renter and from those providing guarantee or security for the Renter's obligations;
- (6) conducting credit checks and obtaining or providing credit references;
- (7) enforcing or defending Hang Seng's or a member of the HSBC Group's rights;
- (8) meeting the internal operational requirements of Hang Seng or the HSBC Group (including without limitation, credit and risk management, system or product development and planning, insurance, audit and administrative purposes);
- (9) creating and maintaining Hang Seng's credit and risk related models;
- (10) ensuring the ongoing credit worthiness of the Renter and of those providing guarantee or security for the Renter's obligations;
- (11) marketing, designing, improving or promoting Services or related products to the Renter (and to Connected Persons to the extent permissible by Laws) and conducting market research;
- (12) determining the amount of indebtedness owed to or by the Renter and by those providing guarantee or security for the Renter's obligations;
- (13) complying with any obligations, requirements or arrangements that Hang Seng or any branch of Hang Seng or any member of the HSBC Group is expected to comply according to:
 - (i) any Laws or Compliance Obligations;
 - (ii) any codes, internal guidelines, guidelines or guidance given or issued by any Authorities;
 - (iii) any present or future contractual or other commitment with any Authorities with jurisdiction over all or any part of the HSBC Group; or
 - (iv) any agreement or treaty between Authorities;
- (14) complying with any obligations, requirements, policies, procedures, measures or arrangements for sharing data and information within the HSBC Group or any other use of data and information in accordance with any programmes for compliance with sanctions or prevention or detection of Financial Crime;
- (15) meeting any obligations, demand or request from Authorities;
- (16) enabling an actual or proposed assignee of Hang Seng, or participant or sub-participant of Hang Seng's right in respect of the Renter to evaluate the transaction intended to be the subject of the assignment, participation or sub-participation;
- (17) maintaining Hang Seng's or HSBC Group's overall relationship with the Renter; and
- (18) any purposes relating or incidental to any of the above.

Sharing and Transfer of Renter Information Other Than Personal Data

Hang Seng may (as necessary and appropriate for all or any of the Purposes) transfer, share, exchange and disclose any Renter Information (other than Personal Data) to all such persons as Hang Seng may consider necessary (wherever located) including without limitation:

- (i) any member of the HSBC Group;
- (ii) any agents, contractors, sub-contractors, service providers, or associates of the HSBC Group (including their employees, directors and officers, agents, contractors, service providers and professional advisers);
- (iii) any Authorities;
- (iv) anyone acting on behalf of the Renter, 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, companies in which the Renter has an interest in securities (where such securities are held by Hang Seng or any member of the HSBC Group for the Renter);
- (v) any party acquiring an interest in or assuming risk in or in connection with the Services;
- (vi) other financial institutions, credit reference agencies or credit bureaus, for obtaining or providing credit references;
- (vii) any party involved in any business transfer, disposal, merger or acquisition by Hang Seng or any member of the HSBC Group;
- (viii) any third party fund manager providing the Renter with asset management services; and
- (ix) any introducing broker to whom Hang Seng provides introductions or referrals.