

SUMMARY OF CHANGES

A. PERSONAL BANKING CUSTOMER

TERMS AND CONDITIONS - Effective as of 16 OCT 2023

**Note: New contents are marked in red*

ANNEX OF GENERAL TERMS AND CONDITIONS

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5. FINANCIAL CRIME RISK MANAGEMENT ACTIVITY

- 5.1. HSBC, and members of the HSBC Group, are required, and may take any action they consider appropriate **upon** their sole and absolute discretion, to meet Compliance Obligations in connection with the detection, investigation and prevention of Financial Crime (“**Financial Crime Risk Management Activity**”).

Such action may include, but is not limited to: (a) screening, intercepting and investigating any instruction, communication, drawdown request, application for Services, or any payment sent to or by the Customer, or on its behalf, (b) investigating the source of or intended recipient of funds (c) combining Customer Information with other related information in the possession of the HSBC Group, and/or (d) making further enquiries as to the status of a person or entity, whether they are subject to a sanctions regime, or confirming a Customer’s identity and status, **(e) requesting the Customer to provide additional information or documents related to the source of any incoming or outgoing deposits, transfers or payments. The Customer may also be required to provide a commitment regarding to the sources of these deposits, transfers or payments via any form deemed appropriate by the bank.**

- 5.2. **The Bank reserves the right to refuse any banking products or services to the customer In case the Customer fails to provide the source of the incoming or outgoing deposits, transfers or payments; and the Bank is exempted from all related responsibilities for any loss or damage incurred to the Customer or any third party. The Customer needs to proactively arrange other funds with proven source to avoid unexpected consequences.**

- 5.3. Exceptionally, HSBC’s undertaking of **controlling** Financial Crime Risk Management Activity may lead to HSBC delaying, blocking or refusing **to process or clear** of any payment, the processing of Customer instructions or application for Services or the provision of all or part of the Services. To the extent permissible by law, neither HSBC nor any other member of HSBC Group shall be liable to the Customer or any third party in respect of any Loss whether incurred by the Customer or a third party in connection with the delaying, blocking or refusing **to process any payment** or the provision of all or part of the Services or otherwise as a result of Financial Crime Risk Management Activity. **The delaying, blocking, refusing of any deposits, transfers, payments or the discontinuation of all or part of banking services or any bank actions taken towards controlling Financial Crime Risk Management Activities, shall not change the Customer ‘s responsibilities for the payment obligations of any due amount to the Bank or any related parties.**

B. PREMIER CUSTOMER

PREMIER MASTER ACCOUNT TERMS AND CONDITIONS – Effective as of 16 OCT 2023

**Note: New contents are marked in red*

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3. FINANCIAL CRIME RISK MANAGEMENT ACTIVITY

- 3.1** HSBC, and members of the HSBC Group, are required, and may take any action they consider appropriate **upon** their sole and absolute discretion, to meet Compliance Obligations in connection with the detection, investigation and prevention of Financial Crime (“**Financial Crime Risk Management Activity**”).

Such action may include, but is not limited to: (a) screening, intercepting and investigating any instruction, communication, drawdown request, application for Services, or any payment sent to or by the Customer, or on its behalf, (b) investigating the source of or intended recipient of funds (c) combining Customer Information with other related information in the possession of the HSBC Group, and/or (d) making further enquiries as to the status of a person or entity, whether they are subject to a sanctions regime, or confirming a Customer’s identity and status, **(e) requesting the Customer to provide additional information or documents related to the source of any incoming or outgoing deposits, transfers or payments. The Customer may also be required to provide a commitment regarding to the sources of these deposits, transfers or payments via any form deemed appropriate by the bank.**

- 3.2** The Bank reserves the right to refuse any banking products or services to the customer In case the Customer fails to provide the source of the incoming or outgoing deposits, transfers or payments; and the Bank is exempted from all related responsibilities for any loss or damage incurred to the Customer or any third party. The Customer needs to proactively arrange other funds with proven source to avoid unexpected consequences.

- 3.3** Exceptionally, HSBC’s undertaking of **controlling** Financial Crime Risk Management Activity may lead to HSBC delaying, blocking or refusing **to process or clear** of any payment, the processing of Customer instructions or application for Services or the provision of all or part of the Services. To the extent permissible by law, neither HSBC nor any other member of HSBC Group shall be liable to the Customer or any third party in respect of any Loss whether incurred by the Customer or a third party in connection with the delaying, blocking, or refusing **to process any payment** or the provision of all or part of the Services or otherwise as a result of Financial Crime Risk Management Activity. **The delaying, blocking, refusing of any deposits, transfers, payments or the discontinuation of all or part of banking services or any bank actions taken towards controlling Financial Crime Risk Management Activities, shall not change the Customer ‘s responsibilities for the payment obligations of any due amount to the Bank or any related parties.**