

# Malaysia (Labuan) Country Conditions

The following terms amend and/or supplement the Relationship Documents which shall apply to the provision of Services by The Hongkong and Shanghai Banking Corporation Limited, Offshore Banking Unit Labuan ("the Bank") to its Customer ("Malaysia (Labuan) Country Conditions").

## 1 Credit reporting agency

Item (f) of paragraph 2 in Clause 2.2 of the Confidentiality and Regulatory Annex is deleted and replaced with the following:

By using the Services, the Customer agrees that the Bank may also, as necessary and appropriate for the Purposes, transfer and disclose any Customer Information to the following recipients globally (who may also process, transfer and disclose such Customer Information for the Purposes):

(f) other financial institutions, credit reference agencies, credit reporting agencies registered under the Credit Reporting Agencies Act 2010 (as listed on the Bank's website (at [www.hsbc.com.my/1/2/offshore](http://www.hsbc.com.my/1/2/offshore)) or credit bureaus (including those established by Labuan Financial Services Authority or any of its subsidiaries, or by any other Authority), for the purposes of obtaining or providing credit information and/or credit references.

## 2 Dormant Account

2.1 An Account with no deposits and withdrawals for a continuous period of 12 months (excluding those initiated by the Bank) shall be classified by the Bank as dormant. An Account which is dormant for a continuous period of 7 years shall be classified as unclaimed monies and dealt with in accordance with the requirements of unclaimed monies.

2.2 The Customer will not be able to transact on a dormant Account (which has not already been classified as unclaimed monies) until the Customer reactivates the Account according to the Bank's reactivation process.

## 3 Foreign Exchange Notices

3.1 The Customer undertakes to comply with the prevailing foreign exchange notices and/or other laws or regulations of similar effect (including all amendments, from time to time) (collectively, "**FE Notices**"), where applicable, with regard to the use of the Services.

3.2 In the event the Customer is required to register with, and/or obtain approval from, Bank Negara Malaysia ("BNM") with regard to the use of the Services, the Customer confirms and undertakes that it will register the same with, and/or obtain such approval from, BNM in accordance with the requirements of the prevailing FE Notices. The Customer further undertakes that it will furnish to the Bank all relevant document(s) evidencing such registration with, and/or approval from, BNM at the earliest instance whether or not it is requested to do so by the Bank.

## 4 Statement

Clause 5 of the Master Services Agreement is amended so that the relevant time period is 60 days instead of 30 days.

## 5 Set-Off

Clause 8 of the Master Services Agreement is supplemented as follows:

- (a) In addition to the set-off rights set out in Clause 8 of the Master Services Agreement, the Bank may hold or retain an amount in any of the Customer's account(s) held with the Bank and any branch of The Hongkong and Shanghai Banking Corporation Limited, which the Bank estimates in good faith to be sufficient for purposes of applying set-off for amounts which may, in the Bank's opinion, subsequently become due and payable by the

Customer to the Bank.

- (b) The Bank may combine, consolidate and merge all or any of the Customer's accounts held with the Bank and any branch of The Hongkong and Shanghai Banking Corporation Limited for the purpose of exercising the right of set-off under the Master Services Agreement.
- (c) In exercising the right of set-off and/or consolidation, the Bank will give prior notice to the Customer if this is required by any Laws and/or regulatory guidelines in Malaysia, and upon the giving of such notice (when required), the Bank shall be entitled to immediately put a hold on such amount of the credit balances in the Customer's accounts which the Bank estimates in good faith to be sufficient for such set-off.

## 6 Communications, Instructions and Security Procedures

6.1 The definition of "Instruction" in the Master Services Agreement shall be supplemented to include any communication and/or instruction received by the Bank in relation to any service or product provided by the Bank to the Customer, received from or purportedly sent by person(s) authorised by the Customer to act on its behalf in connection with such service or product.

6.2 Notwithstanding the provisions in Clauses 3.5 and 3.6 of the Master Services Agreement, the following provisions shall apply to manually initiated Instruction:

- (a) the Bank may, but not obliged to, accept manually initiated Instruction by fax, email, telephone or other means of telecommunication;
- (b) the Customer acknowledges that there are risks associated with such manually initiated Instruction;
- (c) the Bank may carry out such verification procedures in accordance with its policies when accepting manually initiated Instruction;
- (d) the Customer agrees that the Bank shall not be liable for any Loss suffered by the Customer if such manually initiated Instruction did not in fact come from or authorised by the Customer; and
- (e) the Customer further agrees to hold the Bank harmless and indemnify the Bank from and against any Loss that the Bank may incur in acting upon any manually initiated Instruction.

## 7 Collection and Use of Customer Information

7.1 Clause 10 of the Master Services Agreement and the Confidentiality and Regulatory Annex are supplemented such that the Bank and/or members of the Group may also process, transfer and disclose Customer Information:

- (d) in connection with marketing of the provision of accounts, products and/or Services by the Bank and members of the Group to the Customer and its Connected Person generally; and
- (e) in accordance with the Notice to Customer relating to the Personal Data Protection Act, 2010 (as updated from time to time, and a copy of which can be found on the Bank's website at [www.hsbc.com.my/1/2/offshore](http://www.hsbc.com.my/1/2/offshore)).

7.2 The definition of "Purposes" in the Master Services Agreement shall include the purposes mentioned above.

## 8 Amendments

In addition to the giving of written notice to the Customer in the manner specified in Clauses 13.1 and 13.2 of the Master Services Agreement, the Bank may also make amendments to the Relationship Documents by giving the Customer notice in the following manner:

# Malaysia (Labuan) Country Conditions

- (a) exhibiting the notice at the Bank's premises;
- (b) notice in the Customer's account statement;
- (c) publishing the notice on the Bank's website or electronic terminals, or in the press or any media.

## 9. Closure of Accounts

Clauses 14.1 and 14.2 of the Master Services Agreement are supplemented as follows:

- (a) if there remains any credit balance in the Accounts, client would need to zeroise their accounts prior to account-closure.

## 10. Infrastructure Providers

Clause 11.6 of the Master Services Agreement is deleted and replaced with the following:

In providing the Services, the Bank may use certain Infrastructure Providers and the Services are therefore subject to the rules and regulations of those Infrastructure Providers as well as the guidelines and procedures of relevant regulatory or industry bodies. Neither the Bank nor any of the member of the Group shall be liable for any Loss suffered as a result of the acts or omission of an Infrastructure Provider, but will provide commercially reasonable assistance to the Customer in the recovery of any such Loss. For the avoidance of doubt, the terms in this Clause apply to the Customer to the extent they are not contrary to any standards and guidelines issued by Labuan Financial Services Authority from time to time (which may be viewed and downloaded from the website of Labuan Financial Services Authority at (<https://www.labuanfsa.gov.my>) and the Bank will take into account such standards and guidelines issued by Labuan Financial Services Authority when exercising its rights under this Clause.

## 11. Notices

Clause 18 of the Master Services Agreement is supplemented as follows:

- (a) Any notice or communication from the Bank (including notice effecting amendments to the Relationship Documents) may be published on the Bank's website (at [www.hsbc.com.my/1/2/offshore](http://www.hsbc.com.my/1/2/offshore)) and such notice or communication is deemed to have been received by the Customer immediately after it is uploaded onto the Bank's website.
- (b) Any notices in writing, statement or demand from the Bank is deemed to have been delivered to the Customer as follows:
  - (i) If delivered by *personal delivery*: at the time of delivery;
  - (ii) If delivered by *ordinary or registered post (either AR or non-AR registered)*: on the 3<sup>rd</sup> day after posting;
  - (iii) If delivered by *courier service*: on the 3<sup>rd</sup> day after dispatch to the courier service provider;
  - (iv) If delivered by *fax* / email at the time of transmission.