

Account Disclosures

This is a Supporting Document as defined under the Master Services Agreement, and forms part of the Generic Terms & Conditions. Customers are to read this Account Disclosures together with the Master Services Agreement, the Malaysia (Labuan) Country Conditions and all other Relationship Documents. Unless otherwise defined in this document, all capitalised terms used here shall have the meanings given to them in the Master Services Agreement.

In this document, the Bank means The Hongkong and Shanghai Banking Corporation Limited, Offshore Banking Unit Labuan (a licensed Labuan Bank, Licence No. 910004C).

1 Statements

The Bank will provide periodic statements showing the payments into and from each Account through electronic channels, or to the Customer's address the Bank has in its records. The Customer is responsible for updating its contact details to ensure that it receives statements from the Bank. If any statements return undelivered, the Bank reserves the right not to send further statements until the Customer has updated its contact details with the Bank.

2 Changes in Customer's Details

The Customer shall promptly (and in any case, within 30 days of any change) notify the Bank in writing of any change in the Customer's information or details previously provided to the Bank, including but not limited to the Customer's contact details (e.g. correspondence/ business/ registered addresses, telephone, mobile phone and/or fax number), any change in its name, constitution and tax status. Customer shall send such notification to this address:

The Hongkong and Shanghai Banking Corporation Limited
Offshore Banking Unit Labuan
Level 11(B1), Main Office Tower
Financial Park Labuan, Jalan Merdeka
87000 Wilayah Persekutuan Labuan
Malaysia

The Bank will send all communications and notices to the latest address/ contact number stated in the Bank's records and any communications and notices sent to such address/ contact number shall be deemed accepted by the Customer.

3 Usage of Accounts

The Customer shall use the Account(s) for its own business use only or for such purposes declared in writing to the Bank.

4 Tariffs, Charges and Rates

The Bank's standard tariffs, fees/ charges and profit/ return/ interest rates (which are subject to changes from time to time) are available at the Bank's premises or on the Bank's website (www.hsbc.com.my/1/2/offshore, as updated from time to time).

5 Privacy Notice & Access to or Correction of Personal Data

The Bank's Notice relating to the Personal Data Protection Act 2010 ("PDPA Notice") is available on the Bank's website, and the Customer is advised to read and understand the PDPA Notice.

The Customer is entitled to request details of Personal Data (including copies) of the Customer held by the Bank and to require the Bank to correct any inaccuracy. The Bank may charge a fee for the provision of such data. Requests for further information can be made via the appropriate channels as set out in the PDPA Notice.

6 Direct Marketing & Opt-out Request

The Bank may use, analyse and assess Customer Information to provide the Customer with information on products and Services of the Bank or members of the Group and those of selected third parties which the Bank thinks may interest the Customer via any means of communication. The Bank may pass this information to other members of the Group so that they may do the same unless the Customer has objected to such disclosure for purposes of cross-selling.

If the Customer does not wish to receive any direct marketing information or promotional material from the Bank, the Customer may inform the Bank by writing to the address below and the Bank will delete the Customer's name from its direct marketing mailing lists without charge:

Direct Mailing Exclusion Coordinator
The Hongkong and Shanghai Banking Corporation Limited
Offshore Banking Unit Labuan
Level 11(B1), Main Office Tower
Financial Park Labuan, Jalan Merdeka
87000 Wilayah Persekutuan Labuan
Malaysia

Please note that in order to keep the Customer updated on important messages, the Bank will still send the Customer mandatory or operational communications even though the Customer has unsubscribed from the Bank's direct marketing mailing lists.

7 Fraud Investigation

If the Bank has relied on an Instruction purportedly given by the Customer, and the Bank is subsequently informed that such Instruction was not in fact given or authorised by the Customer, the Customer shall co-operate with the Bank and the police in trying to recover any losses as a result of the Bank acting on such Instruction. The Customer also permits the Bank to disclose any information regarding the Customer and/or the Customer's account to the police or other third parties (including in legal proceedings), if the Bank is of the view that such disclosure may prevent or minimise potential losses or may facilitate the recovery of losses.

8 Tax Certification Form

Tax Information which is required to be furnished to the Bank under the Master Services Agreement shall include Tax Certification Form, i.e. any forms or documentation as may be issued by a tax authority from time to time to confirm the tax status of an individual and/or entity.

9 Specific Terms & Conditions for Commercial Banking and Guides on Products and Services

The Customer is advised to read on the Bank's website the terms and conditions and guides which are applicable to the relevant product or service offered by the Bank, and which shall form the Services Schedule of the Master Services Agreement.

10 How to Make a Complaint

Before making a formal complaint, the Customer may want to speak to its Relationship Manager or the Bank's personnel at any of the Bank's branches to resolve any dissatisfaction the Customer may have with the standard of services given by the Bank.

If the Customer still wishes to make a complaint thereafter:

- The Customer may provide details of its complaint to the Bank by (a) completing and submitting a complaints form available on the Bank's website; or (b) sending an email or letter to the Bank;
- Upon receipt of the complaint, the Bank will investigate the matters raised, and will subsequently inform the Customer of the outcome of the investigation. The Bank will take steps necessary (where appropriate) to resolve such issues and prevent their recurrence.

If the Customer is not satisfied with the findings of the investigation or the steps taken to resolve the issues, the Customer may do the following:

- appeal to our Customer Experience Team by writing to:
**The Manager
Customer Experience Team
HSBC Bank Malaysia Berhad
2 Leboh Ampang
50100 Kuala Lumpur
Tel: +603 2075 6235
Fax: +603 2179 1111
Email: complaints@hsbc.com.my**
- refer the complaint to Labuan Financial Services Authority:

By visiting, writing to or calling –

Labuan Financial Services Authority

At Labuan:

Level 17, Main Office Tower
Financial Park Complex
Jalan Merdeka
87000 Labuan, Malaysia
Tel: +6087 591200
Customer Relations: +6087 591215
Fax (General): +6087 453442
Fax (Communication Dept): +6087 428200
Email: communication@labuanfsa.gov.my

Operating hours: 9:00 a.m. - 5:00 p.m. (Monday to Friday)

At Kuala Lumpur Facilities Office:

Level 10-2, Mercu UEM
Jalan Stesen Sentral 5
KL Sentral
50470 Kuala Lumpur, Malaysia

Operating hours: 9:00 a.m. - 5:00 p.m. (Monday to Friday)