

# E-Channels Application Form

The E-Channels Application Form is a SmartForm PDF. This document works best with Adobe Reader v10 and above.

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Profile Owner\*

VERATEX INC

E-Channel ID

Profile Bank\*

HSBC BANK USA

## HSBCnet - Simplified User Registration

This application form refers to the agreement (the “E-Channel Agreement”) entered into by the Profile Owner and the Profile Bank, under which the Profile Owner may use the Profile Bank’s electronic banking systems (“E-Channels”). The Profile Owner requests, and the Profile Bank agrees, to provide the products and services as detailed in this form with respect to the accounts and services listed below.

### HSBCnet Security

2 Total Number of Security Devices required\*

☒ Security Device Only

System Administration Control

### Principal Contact

#### System Administrator

Auto entitlement available for this User? ☒ Yes

If Yes is selected, the named System Administrator will be set up on HSBCnet to automatically have access to all accounts and services loaded onto the E-Channel profile (now and in the future), have full administration privileges (including the set up and entitlement for all other users set up on the E-Channel profile)

Title (Mr/Mrs/etc)\*

Mr.

First Name\*

CLAUDE

Last Name\*

SIMON

Mobile/Cell Number\*

9124410062

Office Telephone\*

9124410062

Date of Birth\*

(MMM DD, YYYY)

Mar 05, 1956

Email Address\*

CSIMON@FAIRLANE.BIZ

Delivery Address\*

Address 1\*

PO BOX 682

Address 2

NEW YORK, NY 10108

Address 3

Address 4

The Profile Owner acknowledges that in setting up System Administrators, such System Administrators are fully empowered to represent the Profile Owner and undertake a wide range of activities, including the operation of accounts linked to that E-Channel.

The Profile Owner represents that any System Administrator or other user will not be set up in, or access the E-Channel from, a sanctioned country.

Each System Administrator listed above (or, subject to any limitation of entitlements assigned to him or her, any additional or replacement System Administrator appointed from time to time in accordance with these terms) is authorised by the Profile Owner to:

- give instructions via HSBCnet to the Profile Bank (including the creation and/or authorisation of payment instruction,) in respect of any accounts or services accessed via HSBCnet;
- delegate and/or sub-delegate his or her powers by appointing other System Administrators or other users who can, unless the Profile Owner provides written notice to the Profile Bank to the contrary, set up additional or replacement System Administrators and users,
- assign entitlements to subsequent System Administrators or other users,
- order Security Devices and suspend or delete System Administrators or other users,
- authorise other individuals to give instructions to the Profile Bank on the Profile Owner's behalf in respect of any accounts or services accessed via HSBCnet; and
- otherwise perform acts under the applicable terms and conditions on the Profile Owner's behalf.



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Profile Owner\*

VERATEX INC

E-Channel ID

Profile Bank\*

HSBC BANK USA

## Dual System Administration Control

☐ Dual Authority ☒ Sole Authority

**Key Guidance Note :** It is highly recommended that System Administrators operate HSBCnet under Dual Authority. Under Dual Authority, any System Administrator's action must be authorised by a second System Administrator. If a System Administrator is not subject to secondary authorisation, that single System Administrator may act independently with respect to all E-Channels access. However, if despite this, it is preferred for a System Administrator to take action without additional authorisations, tick the Sole Authority box. Please be aware that by choosing the Sole Authority functionality you will diminish your ability to monitor and control access to the E-Channels by no longer requiring two System Administrators to authorise new users or other access to your banking services, and you will increase your risk of being defrauded. If Sole Authority is selected, it is recommended that at least two System Administrators are appointed to allow for contingency, should one of the users require a password reset.

## Currency of Payment Authorisation Limits

Currency

USD

## Sole Transaction Control

Does the Profile Owner require Sole Transaction Control ? ☒ Yes

**Key Guidance Note :** The Sole control functionality allows your System Administrators to nominate individuals to be able to input and authorise payment instructions without reference to another individual. Sole Transaction Control is entitled by payment type and at bank account level, meaning that all payments of the nominated type will be included under Sole Transaction Control. This enables the individual to operate outside the standard security controls and segregation of duties which are provided for in the E-Channel. As a result, any individual who has been provided with this privilege through the necessary entitlements could send a same-day or international payment without reference to another person. Please be aware that by choosing the Sole Transaction Control functionality you will diminish your ability to monitor and control payments by no longer requiring two users to execute payments, and you will increase your risk of being defrauded. In addition we recommend that any E-Channel enabled with this functionality should have a minimum of three System Administrators. The System Administrators will operate under dual control such that the setting up of users and their entitlements by one System Administrator will then require the authorisation by one of the other two System Administrators.

If Yes is ticked, the Profile Owner acknowledges that :

- there are risks inherent in using Sole Transaction Control including (without limitation) the risk of misuse of the E-Channel and the risk of fraud occurring; and
- the Profile Bank reserves the right, on at least 30 days notice to the Profile Owner, to amend payment type daily limits, implement additional mitigating controls and/or cancel the availability of Sole Transaction Control to manage any such risks.

The Payment Authorisation Limit will default to USD 500,000 equivalent if you've selected Sole Transaction control. This is a combined daily transaction limit for all your available services, e.g. Inter-account transfers, Bill payments, Eurozone payments and Priority payments. Do you wish to assign a lower payment limit? ☐ Yes

## Sole Message Control

Does the Profile Owner require Sole Message Control ? ☒ Yes

This functionality allows your System Administrators to nominate individuals to be able to input and authorize self-service instructions without reference to another individual. Some self service instructions can result in a payment instruction and, as a result, have the same inherent risks.

**Key Guidance Note :** This functionality allows your System Administrators to nominate only individual who can use the Message Centre to send messages to the Profile Bank, without reference to any other individual. The Message Centre can be used to send messages which may result in a payment instruction. Please be aware that by choosing the Sole Message Control functionality you may diminish your ability to monitor and control payments and possibly increase your risk of being defrauded.

\* Indicates Mandatory Fields

## Account Details

**Authority to correct errors and omissions:** does the Profile Owner authorise the Profile 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 ? ☒ Yes



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Profile Owner\*

VERATEX INC

E-Channel ID

Profile Bank\*

HSBC BANK USA

## Attachments:

Number of  
Pages

Attachment reference  
(Customer abbreviation  
+ Date)

## Auto Account Registration

**Auto Account Registration:** does the Profile Owner authorise the Profile Bank to automatically add all present and future accounts in the name of the Profile Owner and/or in the name of the account holder(s) to the E-Channel? Adding additional accounts of the profile owner and/or account owner may result in additional fees. Please untick the 'Yes' option if you do not want to 'Opt in' to Auto Account Registration.

☒ Yes

**Key Guidance Note:** This service automatically adds any eligible accounts in the name of the Profile Owner (whether pre-existing or opened in the future) to the E-Channel, including any account holder(s) that are tagged to the Profile Owner. Only eligible accounts held in countries/territories where the service is available will be automatically added. Additional fees and/or tariffs may apply if this service is selected. "Eligible" in this context refers to the account types that are eligible for this service, as determined by the Profile Bank.

Package

RBB

AI, ACH CR, BP, PP, TRF

## Accounts to be added to the E-Channel-HSBCnet

Bank Name

HSBC BANK

Country / Territory

USA

Branch Code/Name/BIC

021001088

Account Number/Fund Code

615000577

Currency Account Owner Entity Name

USD

VERATEX INC

### Products

ACH - Automated Clearing House Payments  
CUS Enq - Custody Enquiry  
MIP - Market Information Product

MT 910 - Confirmation of Credit  
PP - Priority Payments  
TPB - Titres et Placements - BOURSE

### Other - (Please insert the service code as applicable, e.g. INS, BEN)

AAR - Auto Account Registration  
BP - Bill Payment  
COS - Cheque Outsourcing Service  
ETF - Exchange Traded Funds  
GIR - Global Information Reporting

INS - Instruction (or)  
LMD - Liquidity Management Dashboard  
OTFS - Online Tax Filing Service  
RF - Receivables Finance  
SC - Stop Cheque  
SCS-AI - Supplier  
TAX - Tax and Social Security Payments

AI - Account Information  
CUS Inst - Custody Instruction  
MT 101 - Single Customer Credit Transfer (SCORE Only)  
MT 940/950 - Statement Message  
RPT - Reporting  
TPC - Titres et Placements - Comptes

AFD - Automated File Download  
CFF - Cash Flow Forecasting  
EDI - Electronic Data Interchange  
EZ - SEPA Payments  
GLS - Global Liquidity Solutions

ITS - Internet Trade Services  
MPF - MPF Instruction  
PBEN - Partial Beneficiary  
RFD - Reports and Files Download  
SDC - Standby DC  
SCSB - Supply Chain Solutions Buyer  
TD - Time Deposit

CBRT - CTIA Bond Report  
FLU - File Upload  
MT 103 - Single Customer Credit Transfer  
MT 942 - Interim Transaction Report  
TA Enq - Transfer Agency Enquiry  
TPO - Titres et Placements - OPCVM

AR - Account Reconciliation  
CIR - Cheque Image Retrieval  
EMPP - Exception Management Positive Pay  
FSCA - Fund Services Corporate Actions  
GTE - Guarantees

LBX - Lockbox Service  
MT202 - Bank to Bank Transfers  
PINS - Partial Instruction (or)  
RMS - Receivables Management System  
SEC - Securities  
SCSS - Supply Chain Solutions Supplier

CUS AS - Custody Asset Servicing  
FS Enq - Fund Services Enquiry  
MT 900 - Confirmation of Debit

PERF - Performance  
TA Inst - Transfer Agency Instruction  
TRF - Inter-account Transfers

BEN - Beneficiary (or)  
CLS - Continuous Linked Settlement  
eSec - eSecurity  
GD - Global Disbursement  
HPE - Historic Payment Enquiry? (available in select regions only)  
LIS - Liquidity Investment Solutions  
MT798 - SWIFT for Corporates for Trade  
RDC - Remote Deposit Capture  
RW - Report Writer  
SCS-AI - Buyer  
STP - Straight Through Processing Reporting

\* Indicates Mandatory Fields

\* The Profile Owner understands and agrees that the accounts of third party account holders ("Account Holders") may be added to the Profile Owner's E-Channel at the request of the Profile Owner or the Account Holder. The Profile Owner is responsible for all fees and charges relating to the E-Channel including any fees and charges that arise as a consequence of having Account Holder's accounts loaded to their E-Channel profile. The Profile Owner may instruct the Profile Bank to remove any such accounts from its E-Channel if it no longer agrees to such account being accessible through the E-Channel and the Profile Bank shall remove the requested accounts within a reasonable period of time.

\* HSBCnet Inter-Account Transfers (IATs) can be made between accounts registered to the profile. IATs can be between the same legal entity or between different legal entities. As the accounts are registered to the HSBCnet profile, they are treated as trusted beneficiaries (known creditor account) and no authentication or transaction signing is required when making an IAT.

## Authorisation

By executing this application form, the Profile Owner acknowledges the receipt of and agrees to all of the terms and conditions contained within the E-Channel Agreement.

The Profile Owner certifies that:

- it has taken all necessary action to authorise the entry into and performance of the E-Channel Agreement; and



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Profile Owner\*

VERATEX INC

E-Channel ID

Profile Bank\*

HSBC BANK USA

the signatories named below have the necessary capacity and authority to enter into the E-Channel Agreement with the Profile Bank on its behalf.

Signature on behalf  
of Profile Owner:

*Claude Simon*

Signature on behalf  
of Profile Owner:

Full Name of  
Signatory:

CLAUDE SIMON

Full Name of  
Signatory:

Job Title:

OWNER

Job Title:

Date:

4-21-2020

Date:

The Profile Bank (and no other member of the HSBC group) agrees with the Profile Owner that the terms and conditions contained within the E-Channels Agreement shall apply by providing the E-Channels.

Bank Name	HSBC BANK
Country	USA
Branch Code	021001086
Account Number	815000377
Profile Owner Entry Name	VERATEX INC
Profile Owner Entry Name	VERATEX INC

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100. Profile Owner Entry Name	VERATEX INC

The Profile Owner hereby agrees that the information provided in this E-Channels Agreement is true and correct and that the Profile Owner is authorized to enter into this E-Channels Agreement on behalf of the Profile Owner. The Profile Owner acknowledges that the terms and conditions contained within the E-Channels Agreement shall apply by providing the E-Channels.

The Profile Owner hereby agrees that the information provided in this E-Channels Agreement is true and correct and that the Profile Owner is authorized to enter into this E-Channels Agreement on behalf of the Profile Owner. The Profile Owner acknowledges that the terms and conditions contained within the E-Channels Agreement shall apply by providing the E-Channels.



QR Code:





# E-Channels Application Form

## E-Channels Terms and Conditions (E-Terms) General E-Terms

### 1. Introduction

- 1.1 The E-Channels shall be governed by these terms and conditions and the terms and conditions which apply to the Services (the "Service Terms") and which shall replace all previous agreements between the Parties relating to the E-Channels. In the event of any conflict between any applicable terms, the following order of priority shall apply:
- (a) the applicable Country Conditions;
  - (b) any Supplementary E-Terms;
  - (c) the General E-Terms; and
  - (d) any Service Terms.
- 1.2 The E-Terms may be entered into by the execution of any number of copies of the relevant Application Form, all of which taken together shall form one document.
- 1.3 References to the singular include the plural and vice versa. Clause headings are included for convenience only and do not affect interpretation.

### 2. Definitions

- **Account Holder** means the party agreeing to have their accounts and/or Services included on the Profile Owner's E-Channel.
- **Application Form** means any form in which the Profile Owner agrees to the provision of an E-Channel by the Profile Bank.
- **Authorised Person** means a person that the Profile Owner has authorised (either alone or in combination with others) to give Instructions and/or otherwise perform acts on the Profile Owner's behalf.
- **Country Conditions** means, for each relevant jurisdiction, the specific terms which supplement and/or amend any E-Terms.
- **E-Channel** means the Group's electronic banking systems.
- **E-Terms** means the General E-Terms, any applicable Supplementary E-Terms and any applicable Country Conditions.
- **General E-Terms** means these terms and conditions.
- **Group** means HSBC Holdings plc, its subsidiaries, related bodies corporate, associated entities and undertakings and any of their branches.
- **Infrastructure Provider** means any third party providing shared market infrastructure necessary for a Party to perform its obligations under the E-Terms including any communications, clearing, settlement or payment system, or intermediary or correspondent bank.
- **Instruction** means any communication which is received by the Profile Bank via an E-Channel which has or appears to have been provided by an Authorised Person.
- **Loss** means any loss, damages, liability, costs, claims, demands and expenses of any kind whether or not foreseeable.
- **Party** means the Profile Owner or the Profile Bank.
- **Profile Bank** means the member of the Group that provides the Profile Owner with an E-Channel.
- **Profile Owner** means the party provided with access to the E-Channel by the Profile Bank.
- **Security Measures** means the measures required to ensure the security of an E-Channel as may be provided to the Profile Owner by the Profile Bank from time to time.
- **Services** means any banking or related service provided and accessed via an E-Channel.
- **Supplementary E-Terms** means any terms and conditions which relate to a particular E-Channel service and incorporates these terms and conditions.

### 3. Instructions

- 3.1 The Profile Owner agrees to provide Instructions in the form which the Profile Bank has advised it to use from time to time, and the Profile Bank shall not be obliged to act on an Instruction provided in any other form.
- 3.2 Provided it followed its Security Measures, the Profile Bank is entitled to rely on any Instruction and the Profile Bank may treat all Instructions received as authorised and valid. The Profile Owner is responsible for setting up its profile on E-Channels to be in accordance with its own mandates and internal controls. Neither the Profile Bank nor any other member of the Group is under any obligation to review whether an Instruction conflicts with any other instruction or mandate of the Profile Owner or Account Holder. The Profile Bank may decline or delay to act on an Instruction where it doubts its legality, origination or authorisation.
- 3.3 The Parties agree to comply with the Security Measures. The Profile Owner shall establish, maintain and review its own appropriate internal security measures for its use of and access to the E-Channels, including the installation and ongoing update of anti-virus software. The Profile Owner is responsible for ensuring the appropriate application of the Security Measures when submitting Instructions.
- 3.4 The Profile Owner shall promptly acquire, maintain, update and install (where relevant) any equipment, software, telecommunications facilities, networks, connections, patches, releases and/or updates which the Profile Bank requires it to obtain and use, or that the Profile Bank provides to the Profile Owner in connection with its access to the E-Channel. The Profile Owner is responsible for obtaining and maintaining the computer software and equipment necessary to access and use the E-Channels.
- 3.5 The Profile Owner shall not alter, reverse engineer, copy (other than to the extent necessary for the permitted use), publish or impart to any third party any products or services provided by the Profile Bank, including the E-Channel or any software or materials provided as part of its products or services.

### 4. Warranties, Representations and Undertakings

- 4.1 The Profile Owner undertakes to:
- (a) provide to the Profile Bank all documents and other information reasonably requested by it from time to time in relation to the E-Channel; and
  - (b) notify the Profile Bank as soon as possible if it becomes aware of any theft, fraud, illegal activity, loss, damage or other misuse in relation to the E-Channel.
- 4.2 If the Profile Owner uses or accesses an E-Channel in relation to an account of a third party, it represents and warrants that it has appropriate authorisation from that third party to do so.
- 4.3 Neither the Profile Bank nor any other member of the Group shall be liable for any Loss suffered as a result of the acts or omissions of an Infrastructure Provider, but will cooperate with the Profile Owner in the recovery of any such Loss.
- 4.4 The Profile Bank may suspend the E-Channels for maintenance or for any other reason where it reasonably considers it necessary to do so. The Profile Bank will provide the Profile Owner with reasonable prior notice of the suspension where it is practical to do so.

### 5. Fees and charges

The Profile Owner shall pay to the Profile Bank such fees, costs, charges, interest and expenses in connection with the E-Channels as stipulated by or agreed with the Profile Bank in accordance with the terms and conditions applicable to the Services.

### 6. Amendments

The Profile Bank may make amendments to the E-Terms which will become effective on the expiry of 45 days' notice to the Profile Owner. Any such notice may be given to the Profile Owner in writing or by publishing such amendments on [www.hsbcnet.com](http://www.hsbcnet.com). However, the Profile Bank may, in exceptional circumstances, make amendments to the E-Terms at any time in order to comply with any law or regulation, which will become effective immediately on notice to the Profile Owner.



# E-Channels Application Form

## 7. Termination

- 7.1 Either Party can terminate any or all E-Terms and/or E-Channels by giving 30 days prior written notice to the other. Any liabilities owing to the Profile Bank thereunder will become immediately due and payable on termination of the E-Terms.
- 7.2 Subject to any applicable legal or regulatory restriction, either Party can terminate any or all E-Terms and/or E-Channels immediately if:
- the other Party commits a material breach of the E-Terms which is incapable of remedy or not remedied within a reasonable time period;
  - the other Party becomes insolvent; or
  - it is or may become unlawful for that Party to perform its obligations under any of the E-Terms.

7.3 Clauses 7.3 and 3.5 shall survive termination of the E-Terms.

7.4 In the event that any Services are terminated, the Service Terms shall survive the termination of such Services to the extent necessary to give effect to the E-Terms.

## Security Measures

This document sets out the security measures (as may be revised or updated by the HSBC Group from time to time) for any electronic banking systems ("E-Channels") provided by any member of the HSBC group (the "Profile Bank") to its customers (the "Profile Owner").

### Profile Bank Security Measures

- The Profile Bank shall employ measures to deny access by unauthorised external parties to the environment in which its internet service operates.
- The Profile Bank shall ensure that its systems are strictly controlled including having business continuity plans.
- As part of the Profile Bank's security measures, users authorised by the Profile Owner ("Users") who access the HSBCnet E-Channel may be subject to automatic suspension when they have not logged into HSBCnet within a 6 month period. If a HSBCnet profile is not accessed by any Users within an 18 month period, the HSBCnet profile may also be suspended.
- If biometric authentication methods (for example, fingerprint scan or facial recognition) are used to access an E-Channel from a mobile device, the Profile Bank and associated HSBC entity that provides applications to the mobile device, reserve the right to remove the biometric authentication feature at any time and, if necessary, without notice if there are concerns relating to the security of a device. In normal circumstances, it will still be possible to authenticate via the mobile device using other existing methods.

### Profile Owner Security Measures

- The Profile Owner shall only access E-Channels using the authentication methods prescribed by the Profile Bank.
- The Profile Owner shall ensure that all Users keep their security credentials (password, memorable answer, security answers, Security Device PIN, mobile device password/PIN or any other security credential required to access E-Channels, as applicable) secure and secret at all times and not facilitate any unauthorised use of these credentials. In particular, the Profile Owner shall not share any security credentials or access of an E-Channel with any third party other than to a regulated third party service provider that the Profile Owner has authorised.
- The Profile Owner is responsible for the careful selection of its Users, noting such Users are provided with access to a wide range of capabilities including assigning entitlements to accounts or other services and sending instructions in relation to those accounts or services.
- The Profile Owner shall notify the Profile Bank promptly if any Security Devices are lost or stolen.
- The Profile Owner shall:
  - promptly take appropriate action to protect any User's profile if it has any suspicion that such User's credentials have been in full or part compromised in any way;
  - review recent activity on its accounts and User profiles if it suspects any User's credentials have been compromised and inform the Profile Bank promptly of any discrepancies; and
  - regularly review its account and Users' profile activity and entitlements to ensure that there are no irregularities and report any discrepancies promptly to the Profile Bank.

6. The Profile Owner shall promptly remove a User from its E-Channel profile in the event that any such User leaves the Profile Owner's organisation. The Profile Owner shall promptly suspend the use of the E-Channels by any User where there is any concern about the conduct of that User or their entitlements. The Profile Owner shall ensure that security credentials or devices are only used by the specific individual User that they are assigned to other than to a regulated third party service provider that the Profile Owner has authorised.

7. The Profile Owner shall ensure that its users provide correct, full and unabbreviated details whenever they are required by the HSBC Group. The Profile Owner shall further ensure that their Users regularly review such information and update their details whenever there is a change to their details and do not maintain more than one username or set of security credentials at any time.

8. The Profile Owner shall inform the Profile Bank within seven days of dispatch of a Security Device by the Profile Bank that it has not received the package sent, provided that the Profile Owner is made aware of the dispatch.

9. The Profile Owner shall return any Security Devices to the Profile Bank promptly if requested by the Profile Bank.

10. The Profile Owner shall adopt and review its internal security measures on a regular basis to ensure protection remains up to date and in line with regulatory and industry best practice guidance. These should include, but not be limited to, malware protection, network restrictions, physical access restrictions, remote access restrictions, computer security settings, monitoring of improper usage, guidance on acceptable web browsers and email usage including how to avoid acquiring malware.

11. The Profile Owner shall have processes in place to prevent Users being socially engineered or acting on fraudulent communications. This is to prevent business email compromise and similar schemes where a fraudster sends an email impersonating someone known to the authorised User for an E-Channel and seeking to change an address or bank account number where payments are to be sent. Such processes should include, for example, where communications are received by Users seemingly from known senders (including, but not limited to, senior management, suppliers and vendors) to ensure the authenticity of those communications are independently verified (through a means other than email).

12. If any E-Channel is accessed by a User via a mobile device, the Profile Owner shall require that the User:

- does not leave the mobile device unattended after logging on to any E-Channels;
- clicks the 'Logout' button when the User is finished accessing any E-Channels;
- enables the mobile device's automatic pass code lock feature;
- does not share mobile devices being used to access E-Channels with others;
- is the only person registered for biometrics (for example, face, fingerprint, voice, retina) etc.) on the device;
- takes steps to de-register devices that should no longer be used as an authentication method as envisaged in clause 15; and
- does not access the E-Channel via a mobile device that has been jailbroken, rooted or otherwise compromised.

13. The Profile Owner acknowledges and agrees that in the event that its E-Channel is suspended for any reason, any subsequent reactivation of that E-Channel will automatically reinstate all original entitlements, limits, User access and access to the same accounts and services as prior to such suspension.

14. The Profile Owner should be aware that Users accessing an E-Channel via a mobile device can carry out a wide range of activities using the device. This includes utilising the mobile device (for instance, in place of a Security Device) to authenticate activities carried out on a separate E-Channel session conducted via a desktop computer.

15. Where Users access E-Channels via biometric authentication measures available on certain mobile devices (for example, fingerprint scan or facial recognition), the Profile Owner acknowledges that such methods of authentication still pose a risk of being compromised or permitting unauthorised access (for instance where close family members are involved).



