

Cash Management Terms and Conditions

The Hongkong and Shanghai Banking Corporation Limited, GIFT City Branch ("HSBC IBU") offers Cash Management Services to its Customers. By signing the Application Form, the Customer agrees to be bound by these Terms and Conditions ("T&Cs") (as amended/supplemented from time to time), including terms applicable for the respective services availed by the Customer.

GENERAL DEFINITIONS

'Application Form' shall mean form that must be completed to apply for provision of Services from the Bank.

'Applicable Law' shall mean any law, rule, judicial ruling, regulation or any circular or guidelines issued by the International Financial Services Centres Authority or any other government or statutory body (from time to time) in relation to the Services.

'Bank' shall mean The Hongkong and Shanghai Banking Corporation Limited, GIFT City Branch (HSBC IBU).

'Confidential Information' means any information, about or relating to either Party or members of its group, received or accessed by the other Party in the course of the relationship established by them pursuant to the T&Cs, including without limitation, information relating to the business, operations, personal data of any person whose information has been provided to the Bank by the Customer under these T&Cs.

'Customer' means any person or entity who avails any Services from the Bank.

'Customer Account(s)' means any account of the Customer other than term deposit account(s), maintained with the Bank and notified in writing by the Customer for crediting/debiting the funds in relation to the Services.

'Customer Instruction' means any communication which is received by the Bank in relation to a Service which:
a.contains the necessary information for the Bank to carry out the payment or other acts on Customer's behalf; and
b.has, or in the reasonable opinion of the Bank, appears to have been provided by an authorised person.

'E-Channels' shall mean HSBC Group's electronic banking systems.

'Force Majeure Event' means any event beyond the reasonable control of a Party affecting that Party's ability to comply with the T&Cs, such as, (a) any natural event such as flood, storm or earthquake, (b) war, civil disturbance or act of terrorism, (c) industrial action, (d) Act of God, (e) action of a government or governmental agency, (f) change in Applicable Law, (g) pandemic and consequential quarantine/lockdown measures pursuant to any government order (h) power or equipment failure or interruption, or (i) interruption, failure or delay in receiving or acting on any communication or Customer Instruction including without limitation due to any system issue or link failure.

'HSBC Group' shall mean HSBC Holdings Plc and its subsidiaries and associate 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 T&Cs including any communications, clearing, settlement or payment system, or intermediary or correspondent bank.

'Party/Parties' The Customer and the Bank shall individually be referred to as a "Party" and together as "Parties".

'Service(s)' means the services provided by the Bank as selected by the Customer on the Application Form. Services will also include Bank statements/ transaction reports provided by the Bank to the Customer from time to time.

'Security Procedures' means security measures or protocols governing the Customer's access to the communication channels (including E-Channel) made available to the Customer by the Bank from time to time and used to verify the origination of Customer Instructions or communications between them transmitted via such channels (including E-Channel). A Security Procedure may include, but is not limited to, one or more of the following measures: encryption algorithms or other codes, user entitlements, identifying words and numbers, and similar security devices.

‘Third Party’ means and includes a courier, vendor or any other third party (excluding an Infrastructure Provider) appointed by the Bank to enable the provision of Services under the present T&Cs.

GENERAL TERMS

The Customer shall submit an Application Form to the Bank for provision of Services. The Bank shall be entitled at its sole discretion to accept or reject the Application Form as may be submitted by the Customer.

Confidentiality

The Bank may need to share, store, process or transmit Confidential Information about the Customer or any of Customer Accounts, within the HSBC Group, with any agent or Third Party, Infrastructure Providers used by the Bank for the purpose of providing the Services or for the maintenance of the Bank’s overall relationship with the Customer. Any such sharing, storage, processing or transmission of such Confidential Information will be done on a confidential basis and the Bank shall endeavour to maintain strict confidentiality of such Confidential Information within the HSBC Group unless: (a) otherwise required by any applicable law, regulation or request of any public, regulatory or judicial authority; or (b) where disclosure is required for the purposes of preventing crime; or (c) the Bank deems disclosure necessary to provide Services.

Restrictions on the disclosure of Confidential Information shall not apply to information that:

- a. Is in or enters into the public domain other than in breach of the T&Cs;
- b. Is lawfully obtained by the recipient Party from a third party or is already known by the recipient Party, in each case without notice or duty to maintain it as confidential; or
- c. Was independently developed by the recipient Party without reference to the disclosing Party’s Confidential Information.

Limitation of Liability

Notwithstanding anything contrary contained herein or elsewhere, the Bank shall have no liability to the Customer or any other person for any consequential, compensatory, special or other damages, including without limitation damages for lost profits or loss or damages from subsequent wrongful dishonour caused by any error, act, delay or omission by the Bank, even if the Bank has been advised of the possibility of such damages.

With respect to the Bank’s liability under these T&Cs, the provisions set out in these T&Cs shall govern unless they are in conflict with any Applicable Law, in which case the relevant liability will be determined as required by such Applicable Law.

Indemnity

The Customer shall indemnify and hold harmless from (time to time and at all times) the Bank, its officers and employees against all liabilities, claims, costs, losses, damages and expenses (including legal fees) of any kind which may be incurred by any of them and all actions or proceedings which may be brought by or against them in relation to the Services performed by the Bank under these T&Cs, unless caused due to gross negligence or willful misconduct of the Bank, its officers or employees.

Force Majeure

Neither Party shall be responsible for non-performance or delay in the performance of the Services or obligations that is caused by Force Majeure Event.

Change of Terms

- a. The Bank may modify, terminate and/or suspend the Services including the present T&Cs to the Customer anytime with or without prior notice, due to changes in rules, regulations and laws set by relevant tax authorities or other regulators or due to change in the Bank’s internal policies. Any change in these T&Cs due to the above reasons shall become applicable upon notice to the Customer. A copy of T&Cs or any modifications carried thereof from time to time shall be notified on <https://www.business.hsbc.co.in/en-gb/ifsc-banking-unit>
- b. Any amendment of these standard T&Cs, for reasons other than as proposed in (a) above shall not be effective unless it shall be reduced to writing through an amendment and accepted by the Parties.

Amendments made under this clause shall be deemed to be a part of these T&Cs and in case of any contradiction such amendment shall prevail.

Term and Termination

These T&Cs will continue to be in effect until terminated by either Party with at least 30 (thirty) calendar days' prior written notice to the other Party. Either Party may terminate the Services without affecting other Services. If the Customer suffers distress or execution or commits an act of bankruptcy or goes into liquidation or an insolvency proceeding is initiated against it or if a court receiver is appointed over any part of the Customer's business/property or the Customer commits a material breach of the T&Cs, then the Bank shall have the right to terminate these T&Cs forthwith by serving the Customer with a written notice to that effect.

Notwithstanding anything contained to the contrary, any rights, liabilities and obligations arising due to the acts done prior to the date of termination shall continue to be binding on the Parties and the T&Cs shall be valid and binding to that extent.

Fees and Charges

The Customer agrees to pay to the Bank on a first written demand without any demur or protest such fees, costs, charges, duties, interest and expenses as stipulated by the Bank including but not limited to Goods and Service Tax, stamp duty adjudication charges and any other charges, duties or taxes (as applicable from time to time) payable in respect of the Service.

The Bank may debit fees, costs, charges, duties, interest and expenses owed by the Customer to the Bank from any account advised by the Customer for such purposes. Failure to pay the fees, costs, charges, duties, interest and expenses (including applicable taxes) on or before the specified date will render the Customer liable for payment of interest at such rate as may be stipulated by the Bank.

Right of Set-off

The Bank shall have the right of set-off, on the deposits, funds or other property of the Customer with the Bank, to the extent of all outstanding dues or towards any liability incurred by the Bank arising out of execution of any Customer Instruction or arising as a result of or in connection with the Services.

General Undertakings from Customer

The Customer hereby agrees and confirms that:

- a. it is responsible for the accuracy, completeness and correct transmission of a Customer Instruction and for ensuring they will achieve the Customer's intended purpose, provided the Customer Instruction is received by the Bank within the stipulated timelines. The Bank will not be liable to the Customer where the Bank chooses to comply with such a request and the Customer must take reasonable steps to ensure that its request will not give rise to any claim against the Bank. If the Bank accepts a manually initiated Customer Instruction (being an Instruction which is not submitted through electronic communication channels provided by the Bank, but, for example, by telephone, fax or physical delivery), then, provided the Bank acts in accordance with the applicable Security Procedures, the Customer is responsible for any losses related thereto.
- b. in connection with the Services, the Customer shall execute and deliver such additional documents and perform actions as may be necessary or reasonably requested by the Bank to carry out or evidence the transactions/services carried out or contemplated under the Services.
- c. it shall notify the Bank as soon as possible if it becomes aware of any theft, fraud, illegal activity, loss, damage or other misuse in relation to the Services or in relation to any associated documentation, Customer Instructions, communication or payment instrument.
- d. if the Customer Account is overdrawn without the Bank's approval, the Customer shall immediately upon demand, or otherwise becoming aware thereof, transfer sufficient cleared funds to bring such Customer Account into credit. For the avoidance of doubt, the Bank is not hereby offering the Customer, or agreeing an increase to, any overdraft facility and, unless otherwise provided in an agreement executed by the Bank and the Customer, any extension of credit can be cancelled by the Bank at any time.
- e. if an Customer Account is credited in error or in anticipation of receiving funds, where those funds are not received or the underlying funds transfer is reversed, the Bank may reverse all or part of such credit including any interest accrued thereon, make the appropriate entry to the Customer Account, and, except in case of the Bank's error, debit or demand immediate repayment of any losses incurred by the Bank in connection therewith, as appropriate.
- f. 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 other member of the Group shall be liable for any loss suffered as a result of the acts or omissions of an Infrastructure Provider.

Representation and Warranties

The Customer hereby represents and warrants that:

- a. it is duly incorporated or, if it is not a body corporate, is otherwise validly constituted and existing under the laws of the jurisdiction of its incorporation or constitution (as the case may be);
- b. it has all necessary corporate or equivalent power and legal capacity to execute (where applicable) and deliver, and to perform its obligations under, these T&Cs;
- c. it shall be responsible for complying with the Applicable Laws in relation to the Services availed from the Bank.

Communications, Instructions and Security Procedures

- a. The Customer shall follow the Security Procedures upon accessing communication channels provided by the Bank and issuing Customer Instructions via such channels including E-Channels. The Bank shall follow the Security Procedures upon receipt of such Customer Instructions to establish their validity.
- b. The Bank is not obliged to do anything outside of the Security Procedures to establish and rely upon the authority or identity of any person sending the Customer Instruction on behalf of the Customer. The Bank is not responsible for any errors or omissions made by the Customer or the duplication of any Customer Instruction by the Customer and may act on any Customer Instruction by reference to a bank identification or account number only, even if a bank or account name is provided. An authenticated SWIFT message issued to the Bank in the name of the Customer (or of an entity authorised by the Customer to issue SWIFT messages on its behalf) may be relied on by the Bank as having been issued by an authorised person on behalf of the Customer.
- c. If the Bank doubts the legality, origination or authorisation of the Customer Instruction, it shall take such steps as it considers appropriate to investigate the matter. If such investigation results or, in the opinion of the Bank, is likely to result in the Customer Instruction being declined or executed outside the applicable value date or other agreed time period, the Bank shall notify the Customer as soon as practicable, provided it is not prohibited from doing so by any Applicable Law.
- d. The Bank shall use its reasonable efforts to comply with any request made by the Customer to vary or cancel the Customer Instruction and, subject to the Bank using such efforts, the Customer shall be responsible for any losses related to such the Customer Instruction.

Anti-bribery and Corruption

The Customer hereby represents, warrants and undertakes that it has not violated and shall not violate, in connection with any matter pertaining directly or indirectly under these T&Cs, including without limitation the negotiation thereof, any relevant provision of applicable anti-bribery and corruption laws and regulations in force from time to time, or any similar or successor act.

The Customer shall ensure the compliance with the above obligations from its agents/sub-contractors as may be used for performing any of their obligations undertaken under these T&Cs.

Notices

Except where specifically provided for, any notice, demand or other communication under these T&Cs, except where it expressly permits otherwise, shall be in writing addressed to the Customer at the last address notified to the Bank in writing or at the registered office or corporate office address of the Customer known to the Bank, and addressed to the Bank at its India office or such other address as the Bank may notify to the Customer for this purpose. Any such notice, demand or other communication may be delivered by post, by facsimile transmission and/or any form of electronic mode and shall be deemed to have been delivered to the Customer on the second day following the day of posting or on the day of dispatch, if sent by facsimile transmission and to the Bank, on the day of actual receipt.

Bank Statements/Transaction Reports

The Bank may provide certain bank statements and transaction reports to the Customer relating to the Services availed by them via (a) electronic mail to an email address designated by Customer or (b) any other electronic method. The Customer recognises that such information would be of a confidential nature and that the information may be intercepted, read,

modified or altered by any person during such transmission and internet communications cannot be guaranteed to be timely, secure, error or virus-free.

Waiver

Failure on the Bank's part to insist upon performance of any of the T&Cs, to exercise any right or privilege conferred in these T&Cs, or to demand any penalties resulting from any breach of any of these T&Cs shall not be construed as waiving any terms, conditions, rights or privileges, but the same shall continue and remain in full force and effect.

Disclaimer

The Bank shall use best efforts in providing Services to the Customer. All arrangements are exclusive of intervening Bank holidays and Sundays for clearing purposes, i.e. on a working day basis only and the Customer unconditionally agrees and understands that the credit to the Customer or payout on behalf of the Customer would be made after considering the intervening Bank holidays after deposit of instrument or initiation of the payment instruction. The entries in the Bank's books as well as in the correspondent banks books kept in the ordinary course of business of the Bank with regard to transactions covered under these T&Cs and matters therein appearing shall be binding on the Customer unless in the event of there being any patent mistake or error therein.

Severability

If any provision(s) of these T&Cs shall be held to be illegal or unenforceable, the validity of the remaining portions of these T&Cs shall not be affected.

Assignment

The Customer shall not assign any of the rights or duties under these T&Cs to any person without the Bank's prior written consent.

Governing Law

These T&Cs shall be governed by the laws of India and each of the Party hereto hereby submits to the jurisdiction of the courts at Mumbai.

Miscellaneous

The Customer, Bank or any Third Party shall continue to be the owner of its respective trademarks, copyrights and all other proprietary rights and neither shall use any trademark, logo or copyright of the other Party without permission in writing of the Party who owns such proprietary rights.

Cross-Border Remittances

- a. The Bank is only required to perform its obligations in the currency in which those obligations are denominated. Unless otherwise agreed in writing, the Bank, or any correspondent bank selected by the Bank, may make any currency conversion in connection with the exercise of its rights and obligations pursuant to these T&Cs, using exchange rates that are reasonable in the relevant market at the time and for the size and type of foreign exchange transaction.
- b. Encashment of the cross-border remittance is subject to any exchange control or restrictions which may be imposed by the rules and regulations of the country where encashment is to be made. Neither the Bank nor its correspondent bank shall be liable for any loss or delay caused by any such rules and regulations.
- c. The Customer Instructions for cross-border remittances received will be processed on the availability of market rates and Customer Instructions for same day value are subject to cut-off times related to the geographical location of the destination.
- d. The Customer Instructions for cross-border remittances shall be governed by these T&Cs applicable for payments and as stated in the General Terms and Conditions and updated from time to time by the Bank on its website: www.hsbc.co.in and the Customer shall abide by the same.