

Customer Declaration

- I/We hereby confirm (Please tick as applicable for entities registered outside India).
 - Yes, the entity is a Branch/Project/Liaison Office of the Entity registered outside India. (Please submit RBI approval)
 - Yes, the entity is registered outside India but does not have a Branch/Project/Liaison Office in India.
- I/We hereby confirm (Please tick as applicable)
 - Yes, the Entity is Voluntary Organisation (VO)/Non-Governmental Organisation (NGO)/Not for Profit Organisation (NPO)
Registration No. _____
 - No, the Entity is not a Voluntary Organisation (VO)/Non-Governmental Organisation (NGO)/Not for Profit Organisation (NPO)

*Voluntary Organisations (VOs)/Non-Governmental Organisations (NGOs)/Not for Profit Organisations (NPOs) include organisations engaged in public service, based on ethical, cultural, social, economic, political, religious, spiritual, philanthropic or scientific and technological considerations. VOs include formal as well as informal groups, such as: Community-Based Organisations (CBOs); Non-Governmental Development Organisations (NGDOs); charitable organisations; support organisations; networks or federations of such organisations; as well as professional membership associations. VOs/NGOs/NPOs are not controlled by Government and includes any entity or organisation that is registered as a trust or a society under the Societies Registration Act, 1860 (21 of 1860) or any similar State legislation or a company registered under Section 25 of the Companies Act, 1956 (1 of 1956) or under Section 8 of The Companies Act, 2013.

- I/We hereby confirm (please tick as applicable).
 - No, the Entity is not enjoying any credit facility* with any bank and undertakes to inform the Bank in writing as soon as any credit facility is availed of by the Entity from any other bank.
 - Yes, the Entity is enjoying credit facilities* with other banks as per details given below:

	Bank/Branch	A/c Number	Credit Facilities
(i).	_____	_____	_____
(ii).	_____	_____	_____
(iii).	_____	_____	_____

*Credit facility would include Term Loans, Overdraft, Cash Credit, Working Capital Limits, Bank Guarantee, Documentary Credit (Letter of Credit), Export Finance, Mortgage Loans, Warehouse Receipt Finance, Factoring, Bill Discounting, Cheque Discounting, Import Finance (Buyer's Credit), Treasury Limits or any other limit either secured or unsecured.

- For Limited Company:
 - I/We confirm that the company has not been, or is not, in the process of being, dissolved, struck off, wound-up or terminated.
- For the applicant (or the Beneficial Owner(s) of the applicant) which is a company incorporated in a country that permits issuance of bearer shares or share warrants - We hereby confirm and warrant that neither we nor any of our Beneficial Owner(s) has issued any bearer shares or bearer share warrants. We further undertake that neither we nor any of our Beneficial Owner(s) shall issue or convert any of its existing shares into bearer shares or bearer share warrants without notifying HSBC.
- I/We also confirm that I/we am/are complying with the Foreign Exchange Management Act of 1999 (FEMA) and Foreign Contribution (Regulation) Act, 2010 (FCRA), and the rules and regulations made thereunder and any amendments thereto.
I/We understand and acknowledge that any violation or non-observance of the undertakings given herein will be subject to action under FEMA and FCRA.
 - I/We declare that the Entity will not be accepting/receiving any Foreign Contributions as defined in Foreign Contribution (Regulation) Act, 2010, in this Account.
 - I/We declare that the Entity will be accepting/receiving Foreign Contributions as defined in Foreign Contribution (Regulation) Act, 2010, in this Account.

I hereby declare that all foreign exchange transactions as may be entrusted by me to the Bank from time to time will not involve and will not be designed for the purpose of any contravention or evasion of the provisions of the aforesaid Act or of any rule, regulation, notification, direction or order made thereunder.

I also hereby agree and undertake to give such information/documents as will reasonably satisfy you about the transaction in terms of the above declaration.



I also understand that if I refuse to comply with any such requirement or make only unsatisfactory compliance there with the Bank shall refuse in writing to undertake the transaction and shall if it has reason to believe that any contravention/evasion is contemplated by me/us report the matter to RBI.

7. I/We understand that all deposits and lending against such deposit(s) shall be subject to the laws of India (including FEMA, wherever applicable), as amended from time to time.

I/We understand and acknowledge that deposits placed with HSBC's branches in India and that such deposits shall be payable only at the branch in India where the deposit is placed and that there is no right of recourse against the Head Office of HSBC in Hong Kong or any other office of any HSBC Group entity worldwide.

I/We understand and acknowledge that changes in laws and rules in India may affect the liability of HSBC to repay any depositor outside India.

8. I/We confirm that I/we will inform the Bank, in writing and along with a valid proof of address, of any change in registered, correspondence or business address within two weeks of such a change taking place.
9. I/We confirm having read and understood the Account Rules, Tariff Guide and accept the Average Quarterly Balance, hereby agree to be bound by the Terms and Conditions governing the relevant Account(s). The Hongkong and Shanghai Banking Corporation Limited (HSBC) shall publish the guidelines, Account Rules, Tariff Guide, Terms and Conditions (and the amendments/supplements thereto) which are applicable to the Current Account on its website www.hsbc.co.in. All the details mentioned herein, the declarations, along with all the guidelines, Tariff Guide, Terms and Conditions that may be formulated and established/specified by HSBC from time to time (including amendments/supplements), shall together govern the Current Account.

For further details about Service Charges and Fees applicable to the Account, please visit www.hsbc.co.in

10. I/We declare that the information given herein by me/us is true and correct, which HSBC is entitled to verify directly or through any third party agent. I/We also agree that, if any such declarations made by me/us are found to be incorrect, HSBC is not bound to pay any interest on the Account(s) opened by me/us and is entitled to terminate the Account relationship.
11. I/We acknowledge that the Bank may disclose information about me/us if required or permitted by any law, rule or regulation or at the request of any public or regulatory authority or if such disclosure is required for the purposes of preventing fraud, without any further specific consent or authorisation from me/us.

12. I/We, undertake that:

- (a) the CIBIL and/or any other agency so authorised may use, process the said information and data disclosed by HSBC; and
- (b) the CIBIL and/or any other agency so authorised may furnish for consideration, the processed information and data of products thereof prepared by them, to banks/financial institutions and other credit grantors, as may be specified by the Reserve Bank in this behalf.

13. I/We, understand that as a pre-condition, relating to grant of the loan/advances/other non-fund-based credit facilities to me/us, HSBC requires my/our consent for the disclosure by HSBC of, information and data relating to me/us, of the credit facility availed of/to be availed, by me/us, obligations assumed, by me/us, in relation thereto and default, if any, committed by me/us, in discharge thereof.

Accordingly, I/We, hereby agree and give consent for the disclosure by HSBC of all or any such;

- (a) Information and data relating to me/us;
- (b) The information or data relating to any credit facility availed of/to be availed, by me/us, and
- (c) Default, if any, committed by me/us, in discharge of my/our such obligation as HSBC may deem appropriate and necessary, to disclose and furnish to Credit Information Bureau (India) Limited (CIBIL) and/or any other agency authorised in this behalf by RBI.

14. I/We confirm that as on date of this application, there are no litigations, initiated by other banks/financial institutions, being faced by me/us (please strike off if this is not applicable and provide a separate list of initiated/pending litigations).

15. I/We authorise HSBC:

- (a) to submit or make available to other members of the HSBC Group*, or any designated agent of theirs, any application(s) made by me/us to any member(s) of the HSBC Group for availing financial product(s) and services, together with any related documentation or information; and
- (b) to obtain and to give or make available to any member(s) of the HSBC Group*, or their agents, credit information about me/us (including credit scores and reports from credit reference agencies) for the purpose of assessing my/our qualification for the requested financial product(s), and in addition to obtain, give or make available to any member(s) of the HSBC Group credit scores and reports in connection with any update, renewal, extension, collection or review of any of the accounts opened pursuant to my/our application(s);
- (c) in the course of managing our relationship with you and where necessary to comply with our compliance obligation/money laundering prevention obligations, to record, obtain and to give or make available to any member(s) of the HSBC Group, or their agents, information about our directors and employees;
- (d) unless and until I/we direct otherwise, to update information about me/us as provided hereinabove and/or in any such application(s) or related documentation, or obtained in the course of, or for the purpose of, making any application for financial products and services (including but not limited to any credit information), onto a database which may be accessed by the member(s) of the HSBC Group.

I/We am/are aware that full details of the use to which the said information can be put to by HSBC and other members of the HSBC Group are set out in the HSBC's and/or such other HSBC Group member's terms and conditions and/or privacy policy and that nothing contained in this consent shall absolve any member of the HSBC Group of their obligation to comply with their terms and conditions and/or privacy policy.

I/We understand that standards of data/privacy protection laws in the country(ies) in which I/we am/are applying for the requested financial product(s) and services may vary but that my/our information will be protected by a strict code of secrecy and security which all members of the HSBC Group, their staff and any third parties with whom such information is shared, are subject to.

I/We hereby undertake to intimate HSBC about any change in my/our residential status as per FEMA.

16. I /We, hereby agree and give consent to the Bank, for all transactions, whether domestic or cross-border, received by the Bank through Fax or in original, which are above the applicable threshold limit (which threshold shall be defined and updated as per the Bank's security policies from time to time), to validate the transaction details with the below designated personnel through telephone. I/We understand that where the designated personnel are not reachable despite two attempts or where the verification[^] is not successful, the request(s) may either be rejected by the Bank or processed on a best effort basis solely at the Bank's discretion without any liability on the part of the Bank, in order to ensure fraud prevention and better security of our account.

Name of the primary designated contact person: _____

Contact Landline number(s) (with STD codes): _____

Mobile: _____

[^]Verification would be conducted basis a set of "Static" and "Dynamic" questions. "Static" questions would be related to your company itself whereas "Dynamic" questions would be related your relationship with the Bank. The designated personnel would be required to correctly answer minimum 3 out of maximum 8 questions asked. The Bank may revise this Call Back and verification procedure time to time and notify the same to the customer. Upon such notification, the customer shall be deemed to have agreed to such amendments to the said process.

17. I/We understand and confirm that if we subscribe for HSBCnet the statement of account would be available as an electronic statement and can be accessed only by logging into HSBCnet . In case I/We opt for physical statement of accounts, I/We will place a request with the Bank at its branches or through business PhoneBanking or any other mode.

18. I/We declare that only the above individuals are beneficial owners and as and when there is a change in the shareholding pattern of the Entity, we will provide HSBC with the latest details of individuals holding 10% or above voting rights in the Entity.

19. I/We hereby confirm that I/we have included the relevant FATCA/CRS Forms/related documents along with this Account Opening Form/Customer Acceptance Form.

20. For NRO Accounts:

I/We declare that the Entity will not make available to any person resident in India any foreign exchange against reimbursement in India in Rupees or in any other manner.

I/We undertake that in cases of debits to the NRO account for the purpose of investment in India and credits representing sale proceeds of investments, I/we will ensure that such investments/disinvestments will be in accordance with the regulations made by the Reserve Bank of India in this regard.

I /We agree to the contents of this form and confirm all details provided therein are true and correct .

Signature of Chairman/Person authorised for account opening as per the Board Resolution/Sole Proprietor/All Partners/Karta

Full Name and PeopleSoft ID of HSBC Employee in whose presence signed

Name:

PeopleSoft ID:

Date:

Place: _____

Signature of interviewing Bank Employee