# IFSC Banking Unit

	Вu	siness Account	Opening Form	H2RC IRO
Account Number			Da	te
Account to be opened at GIFT City branch, IFS	3C Bankin	ng unit – IBU.		
		Entity Det	ails	HSBC IBU
Registered name of the entity				
'Trading As' or 'Doing Business As' name (if any	·)			
Former name of the entity (if any)				
Date of registration/incorporation/ establishment			Country of incorporation	
Permanent Account Number (PAN)			Date of Business commencemen	nt
<b>Note</b> : It is mandatory for all the applicants to provide within 30 days of this application failing which the B				
Legal Entity Identification (LEI) Code *			Expiry Date of LEI Cod	e
Networth (in Crs) as on <u>DDMMYYY</u> :				
Nature of Business				
Purpose of Customer Relationship				
Please select the most appropriate description of the applicant entity	Star	nd-alone	Subsidiary Branch/Liaison/Proj Office of an entity of	
Please indicate number of employees		Country or countries w subject to tax resider	where the business is nce	
Please indicate the nature of your customer base (select all that apply)			Businesses □ Banks Non-Profit Organisations □ Other	s and other Financial Institutions s (please specify)
Is the applicant entity incorporated within the last 3 years  Intra-group financing  Transfer from other HSBC Account  Investment by Ultimate Beneficial Owner.	□ No	☐ Business Ioan	Yes (please specify the initial source (accumulated profit/retained earning advise)	Sale of property  External investment
What is the ongoing source of wealth for the Intra-group financing Transfer from other HSBC Account Investment by Ultimate Beneficial Owner.		☐ Business income☐ Business loan	e (accumulated profit/retained earning	External investment
Key financial data for the business (please include currency)	on you Or	r business plan)	nncial year. (If your entity is a start-up	
Please advise the name of the business audit or accounting firm				
Is the entity/IO/BO** capable of issuing Bearer Shares?	□No	Yes (please specify)	Yes, Bearer Shares have been issued and deposited with custodian	Yes, Bearer Shares have been issued and not deposited with custodian
Is the entity listed on Stock Exchange	□No	Yes (please specify)	Name of Stock Exchange	
Is the business a regulated financial institution?	□No	Yes (please specify)	☐ Name of the Regulatory body	Country
*As per RBI requirements, it is mandatory for non-iother currencies in the RBI regulated markets.	ndividual e	entities undertaking transaction	ns involving value equal to or exceeding U	SD 1 million or equivalent thereof in



\*\*IO - Intermediary Owner, BO - Beneficial Owner

	Account Details		11000100
AQB requirements: NIL			
Currencies  USD GBP EUR SGD			
Type of Accounts and Facilities			
Current Account	Others (if any, please specify)		
ECB Loans			
Mode of funding	from	aven Assaunt with	ICDC OD
<ul><li>☐ Foreign Inward Remittance/Transfer</li><li>☐ Other Bank (Please specify name and bran</li></ul>	from		ISBC ON
Amount in words			s
CCY USD GBP EUD	□ SGD		
Existing relation-ship with The Hongkong Customer ID		ted (HSBC)  Name of Entity  HSBC India  HSBC India	
		HSBC India	
Expected source of funds			
☐ Intra-group financing ☐ Transfer from other HSBC Account ☐ External investment  Country of source of funds	☐ Business income (accumulated profi☐ Investment by Ultimate Beneficial Ov☐ Others (please advise)	wner/Partner	☐ Business loan ☐ Sale of property
Please advise the top 10 currencies expected			
ricase davise the top to currencies expected	to now unrough the account:		
Please advise the top 10 countries you would	receive and send money?		
Expected annual value of inbound and outbou	und cross border wire transfers through the ac	ccount(s)?	
Customer ID		Name of Entity HSBC India	
		HSBC India	
		HSBC India	
	Customer Contact Det	ails	HSBC IBU
Registered office address (in country of inco	orporation/registration)		
Name of contact person Registered Office Address			
Hogistered emice / tadrose			
Post Code		City	
State			
E-mail address Landline No.	<del></del>		
Website URL			
Business address (if different from registered Name of contact person Business Address	d office address)		
Post Code		City	
State			
E-mail address			
Landline No. Website URL		Fax No	
Correspondence address (if different from re Name of contact person Correspondence Address	egistered/business address)	□ No □ Yes	
Don't Conta		0::	
Post Code State			
E-mail address			
Landline No.		Fax No	
The correspondence address mentioned above	will be used by the Bank for overall customer re	elationship.	

	Connected Party - Individual	HSBC IBU
Connected Party - Individual Please provide details within this section as p Full name	er Annexure 1 Connected Party definition	
Former/ Other name		
Capacity of Connected Party (Please select all  Ultimate Beneficial Owner (Ownership  Sole Authorised Signatory  Sole Proprietor  Power of Attorney	which apply)	roller
Designation	Date of birth Nationality	
Proof of Identity	Document Type Document Number	
Permanent Account Number (PAN)		
Please provide HSBC Account number, if any Residential address		
nesidential address	Post Code	
City	StateCountry	
Please provide the below details for Ultima		
Jurisdiction of Tax Residency		
Sole Traders details (Please note that these Country of birth	e details are mandatory for Sole proprietors) At current address since	
Previous Address (if resident at current address for less than 3 years)	City Country	
Taxpayer Identification Number		
Jurisdiction of Tax Residency *In case of multiple please mention all		
Connected Party - Individual		
Full name		
Former/ Other name		
Capacity of Connected Party (Please select all	which apply)	
<ul> <li>☐ Ultimate Beneficial Owner (Ownership</li> <li>☐ Sole Authorised Signatory</li> <li>☐ Sole Proprietor</li> <li>☐ Power of Attorney</li> </ul>		roller
Designation	Date of birth             Nationality	
Proof of Identity	Document Type Document Number	
Permanent Account Number (PAN)		
Please provide HSBC Account number, if any		
Residential address		
	Post Code	
City	State Country	
Please provide the below details for Ultima	nte Beneficial Owner/Settlor/Founder/Donor	

Jurisdiction of Tax Residency

Connected Party - Individual Full name			
Former/ Other name			
Capacity of Connected Party (Please select al			
☐ Ultimate Beneficial Owner (Ownership ☐ Sole Authorised Signatory ☐ Sole Proprietor ☐ Power of Attorney		d Signatory	_%)  Karta  Key Controller  Settlor
Designation	Date of bi	irth Nati	onality
Proof of Identity	Document Type	Document Numbe	r
Permanent Account Number (PAN)			
Please provide HSBC Account number, if any			
Residential Address			
			Post Code
City	State	Count	ry
Please provide the below details for Ultima	ate Beneficial Owner/Settlor/Found	der/Donor	
Jurisdiction of Tax Residency			
Connected Party - Individual Full name Former/ Other name Capacity of Connected Party (Please select al			
<ul> <li>☐ Ultimate Beneficial Owner (Ownership</li> <li>☐ Sole Authorised Signatory</li> <li>☐ Sole Proprietor</li> <li>☐ Power of Attorney</li> <li>Designation</li> </ul>	Partner Authorised	d Signatory  Trustee  In the state of the st	☐ Karta
Proof of Identity	Document Type		r
Permanent Account Number (PAN)			
Please provide HSBC Account number, if any			
Residential address			
			Post Code
City	State	Count	ry
Please provide the below details for Ultima Jurisdiction of Tax Residency	ate Beneficial Owner/Settlor/Found	der/Donor	
For the Directors, not identified in the al	pove tables, please provide the fol	lowing details:	
Name	tables, please provide the for	Date of birth	Country of Residence
			, , , , , , , , , , , , , , , , , , , ,

### **Authorised Signatories**

I/we agree shall also serve as my/our specimen signature(s) for the selected account to be held in the Bank's record.

Name	Name
Contact Number	Contact Number
Signature (as per mandate/Board Resolution)	Signature (as per mandate/Board Resolution)
NameContact Number	NameContact Number
Signature (as per mandate/Board Resolution)	Signature (as per mandate/Board Resolution)
Name Contact Number	NameContact Number
Signature (as per mandate/Board Resolution)	Signature (as per mandate/Board Resolution)
NameContact Number	NameContact Number
Signature (as per mandate/Board Resolution)	Signature (as per mandate/Board Resolution)

Notes: (1) All payment instructions above a threshold amount (to be communicated by the Bank from time to time) shall be validated by HSBC with one of the authorised signatory mentioned above through telephone. In case any person other than the above list of authorised signatories is to be nominated as designated person for payment transaction authorisation, please provide the details in 'Call Back Contact Detail Form' which is available on our website www.hsbc.co.in (Application Forms section).

(2) Information about HSBC's Terms of Dealing for Global Markets across FX, Metals, Fixed Income and Equities including electronic copies and future updates can be found here: https://www.gbm.hsbc.com/solutions/markets/terms-of-dealin

Submit original documents for verification against each photocopy submitted where requested by the Bank and where applicable.

- 1. 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, GIFT City Branch (HSBC IBU) 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 please visit 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
- 2. I/We hereby acknowledge that The Hongkong and Shanghai Banking Corporation Limited, GIFT City Branch (HSBC IBU) remains entitled to and accordingly provide our explicit consent for The Hongkong and Shanghai Banking Corporation Limited, GIFT City Branch (HSBC IBU) to receive documents and other related information to my / our account from The Hongkong and Shanghai Banking Corporation Limited (HSBC) or any HSBC Group offices or other third party agencies/service providers, whether located in India or overseas for the purpose of availing support services of any nature in relation to my / our account by The Hongkong and Shanghai Banking Corporation Limited, GIFT City Branch (HSBC IBU), without the requirement of any further specific consent or authorization from me/us. The use of the term 'related information' here would be including but not limited to account opening KYC / CDD, data processing, welcome pack, issue & dispatch of statements and data analysis.
- 3. I/We acknowledge that The Hongkong and Shanghai Banking Corporation Limited, GIFT City Branch (HSBC IBU) remains entitled to assign activities to third party agencies/service providers at its sole discretion. I/We further acknowledge the right of HSBC IBU to provide details of my/our account and sharing or transfer of information which will be on a confidential basis to any HSBC Group offices or other third party agencies/service providers, whether located in India or overseas for the purpose of availing support services of any nature by HSBC IBU, without any further specific consent or authorisation from me/us."

No, the Entity is not enjoying any credit facil of by the Entity from any other bank.	ity with any bank and undertakes to inform HSBC in writi	ing as soon as any credit facility is availed
Yes, the Entity is enjoying credit facilities wit	h other banks as per details given below:	
Bank/Branch	Account Number	Credit Facilities
(i)		

(iii)	 	
(iv)	 	
(v)		

- 5. I/We declare that only the above individuals are beneficial owners and as and when there is a change in the ownership pattern of the Entity, we will provide HSBC with the latest details of such individuals.
- 6. I/We confirm that I/we am/are complying with laws of India (including Foreign Exchange Management Act of 1999 (FEMA) and Foreign Contribution (Regulation) Act, 2010 (FCRA), and the rules and regulations made thereunder including any amendments thereto.
- 7. I/We will intimate the HSBC IBU of any change in our 'residential status' from time to time in terms of FEMA.
- 8. I/We hereby declare that all foreign exchange transactions as may be entrusted by me to the HSBC IBU 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 Acts.

#### 9. For Deposit Accounts:

(ii)

4. I/We hereby confirm (please tick as applicable).

I/We understand and acknowledge that deposits placed with HSBC IBU branch 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 IBU 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 IBU to repay any depositor outside India.

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.

- 10. I/We also hereby agree and undertake to give such information/documents as will reasonably satisfy you about the transaction in terms of the above declarations.
- 11. I/We also understand that if I refuse to comply with any such requirement or make only unsatisfactory compliance therewith the HSBC IBU 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.
- 12. I/We acknowledge that the HSBC IBU may disclose information about me/us to credit information companies or as 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.
- 13. I/We further understand that credit information companies: may use, process and furnish for consideration the said information and data disclosed by the HSBC IBU in the manner as deemed fit by them as may be specified by RBI in this behalf.

#### 14. 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 IBU and other members of the HSBC Group are set out in the HSBC IBU 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.

15. I/We, hereby agree and give consent to the HSBC IBU, for all transactions, whether domestic or cross-border, received by the HSBC IBU through fax or in original, which are above the applicable threshold limit (which threshold shall be defined and updated as per the HSBC IBU 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 HSBC IBU or processed on a best effort basis solely at the HSBC IBU discretion without any liability on the part of the HSBC IBU, in order to ensure fraud prevention and better security of our account.

Name of the primary designated contact person (1)	(2)
(3)	
Contact Landline number(s) (with STD codes) (1)	(2)(3)
Mobile (1)(2)	(3)

^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 to your relationship with the HSBC IBU. The designated personnel would be required to correctly answer minimum 3 out of maximum 8 questions asked. The HSBC IBU 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.

- 16. 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 IBU.
- 17. I/We declare and confirm that the charter documents of the legal entity submitted by us or obtained to the extent available on Registrar of companies/ public domain including but not limited to Memorandum of Association, Articles of Association, Certificate of Incorporation, partnership deed in case of LLP and details in Company Master data are correct and up to date, and any changes to the said charter documents of the legal entity shall be duly informed to the HSBC IBU.
- 18. I/We declare that the information given herein by me/us is true and correct, which HSBC IBU 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 IBU is not bound to pay any interest on the Account(s) opened by me/us and is entitled to terminate the Account relationship.
- 19. HSBC IBU reserves the right to decline the Account Opening Form without assigning any reason for the same.

 $Signature\ of\ the\ Sole\ Proprietor/All\ Partners/Karta/Trustee/Chairman/Company\ Secretary/Two\ Director\ or\ Person(s)\ authorised\ for\ account\ opening\ as\ per\ Board\ Resolution$ 

Signatory 1	Signatory 2	Signatory 3	Signatory 4

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

Name		
PeopleSoft ID		Signatura of intensionaling Pank Employee
Date		Signature of interviewing Bank Employee
Place		
A STATE OF THE STA	50 7 0 0 0 50 6 0 1	

## **Annexure 1 Connected Party - Definitions**

Deta	Details are required within this section on the following individuals within the business:				
1.	Beneficial Owner (BO)	<ol> <li>In relation to a corporation (if fulfils any of the following criteria): means an individual who:         <ul> <li>owns or controls, directly or indirectly, including through a trust or bearer share holding, not less than 10% of the issued share capital of the corporation or,</li> <li>is directly or indirectly, entitled to exercise or control the exercise of not less than 10% of the voting rights at general meetings of the corporation or,</li> <li>exercises ultimate control over the management of the corporation or,</li> <li>if the corporation is acting on behalf of another person, means the other person</li> </ul> </li> <li>In relation to a partnership (if fulfils any of the following criteria): means an individual who:         <ul> <li>is entitled to or controls, directly or indirectly, not less than 10% share of the capital or profits of the partnership; or</li> <li>is directly or indirectly, entitled to exercise or control the exercise of not less than 10% of the voting rights in the partnership; or</li> <li>exercises ultimate control over the management of partnership; or</li> <li>if the partnership is acting on behalf of another person, means the other person</li> </ul> </li> <li>In relation to a trust (if fulfils any of the following criteria): means an individual who:         <ul> <li>is entitled to a vested interest in not less than 10% of the capital of the trust property, whether the interest is in possession or in the remainder or reversion and whether it is defeasible or not; or</li> <li>the settlor of the trust; or</li> <li>a protector or enforcer of the trust; or</li> <li>an individual who has ultimate control over the trust</li> </ul> </li> <li>In relation to a person other than (1) to (3) (if fulfils any of the following criteria): means an individual who:         <ul> <li>ultimate</li></ul></li></ol>			
2.	Key Controller (KC)	Key Controller is an individual appointed to exercise direct control over the entity, by participating in the governance or senior/executive activities of the business. Key Controller typically sets the strategic direction of the entity and exercises control jointly with other directors or senior executives. It can be a corporate entity. Someone who is elected or appointed to exercise more direct control over the entity, by participating in the governance or senior executive activities of the business. Key Controllers typically set the strategic direction of the entity. The following roles are considered as Key controller - Executive Directors (which includes the Chairman of the Board), CEO (if he/she is not concurrently the Executive Director), CFO (if he/she is not concurrently the Executive Director), Sole Authorised Signatory, Managing Partner, Any individual who holds a power of attorney to act on behalf of the above roles, Family members controlling the company who are not captured as Beneficial Owners.			
3.	Direct Appointee	Direct Appointee is an individual authorised under an executed instrument of the entity to act on its behalf with respect to the banking relationship, and to appoint authorised signatories or delegate authority to others to represent the business in limited circumstances, e.g. the Company secretary. Direct Appointee is typically appointed by the Board of Directors or Key Controllers. It can be a corporate entity.			
4.	Authorised Signatory	Is a customer's staff member who receives delegated authority to the customer's HSBC products and services.			
5.	Director	A Director is an appointed member of the Board of Directors for the business and may be either an executive or a non-executive. The roles and responsibilities of a Board of Directors will vary according to the type of entity. A Director may on the a Key Controller. For entities, certain Directors and managers will be classified as Key Controllers, due to their ability to exercise significant control over an entity and to have a substantial influence over the day-to-day management of the business.			