HSBC

E-Channel Services Schedule

1. Relationship Documents

1.1 This Services Schedule is a schedule to and incorporates the terms of the MSA.

1.2 This Services Schedule sets out the specific terms that apply to the access and use of the E-Channel Profile and the Accessed Services.

1.3 Capitalised terms used but not defined in this Services Schedule are as defined in the MSA.

2. Activities

2.1 The Customer (for itself and on behalf of any Accountholder) may be able to view and receive information relating to, and give Instructions and issue Communications to carry out a wide range of activities for or relating to:

2.1.1 The Customer or any Accountholder; and/or

2.1.2 Any accounts, products and/or services offered or provided to the Customer or any Accountholder. Examples of the types of activities that the Customer can carry out include (but are not limited to) viewing information, initiating applications, placing orders, creating instructions (including without limitation for trade, loans and payments) or arrangements, making changes (e.g. change of address), adding, changing or removing Accessed Services, requesting a certificate or report in relation to accounts that may or may not be linked to the E-Channel Profile, and drawing down funds and concluding contracts.

2.2 Any Accountholder, acting alone, may request that certain Accessed Services that relate to them are added to or removed from the E-Channel Profile. The Bank will effect this request within a reasonable period of time after being asked to do so.

3. Instructions and Communications

The Bank will treat an Instruction or Communication received from the Customer as authorised and will act on it, even if the Bank or another Group member has received other authority documents or communications from the Customer or the relevant Accountholder that appear to conflict with that Instruction or Communication.

4. Users and Third Parties

4.1 The Customer is responsible for appointing Users and (where relevant) any Third Parties and the Bank may treat them as fully authorised to represent the Customer and to act on its behalf in connection with any activity through or in relation to the E - Channel Profile. mandates and internal controls of the Customer or the Accountholder.

4.2 The Customer will not allow a User or (where relevant) a Third Party to be set up in, or access the E-Channel Profile from, Iran, North Korea, Syria or any other territory which is the subject of sanctions at the relevant time.

4.3 Any Communication provided by a Group member to a User in relation to the E-Channel Profile (including, without limitation, with respect to Accessed Services) will also be deemed received by the Customer.

4.4 The Customer agrees:

4.4.1 that the Bank's interaction with any Third Party is at the Customer's request and that any access to the E - Channel Profile is provided to them solely as representatives of the Customer; and

4.4.2 that it is the sole responsibility of the Customer to ensure that all Users comply with those requirements of the Group, and any relevant provision of a Relationship Document and the Security Measures, which are stated to apply to Users or relate to activities in which they are engaged.

5. Accessed Services and Changes to the E-Channel Profile

5.1 The Bank may, at its discretion, add, change or remove Accessed Services to or from, or (more generally) make an addition, change or removal to or from, the E-Channel Profile from time to time and will provide reasonable advance notice where it is practical to do so.

5.2 If the Bank adds or changes an Accessed Service or makes an addition or change to the E-Channel Profile further to clause.

5.3 The Customer agrees that any access to or use of that Accessed Service or addition or change to the E-Channel Profile by a User constitutes agreement by the Customer to the addition of or change to the Accessed Service or the change or addition to the E-Channel Profile.

6. Security Measures and Other Controls

6.1 The Customer will follow any reasonable instructions the Bank may issue including (without limitation) instructions that do not relate to security controls (e.g. in relation to system compatibility or operating systems).

6.2 The Bank may make changes to the Security Measures at any time to support or ensure the security of any e-channel it provides to customers generally and will use reasonable efforts to give the Customer as much advance notice as possible in such circumstances.

7. License

7.1 The Bank or other Group members are the owners or licensees of all Intellectual Property Rights in the E-Channel and Accessed Services.

7.2 The Bank, acting either for itself or on behalf of the relevant Group member, grants the Customer, for the term of the provision of the E-Channel Profile, a non-exclusive, non-transferrable, and non-sub-licensable licence which is subject to any restrictions the Bank communicates to the Customer, to use the E-Channel Profile for the purposes anticipated under the terms of this Services Schedule (collectively the Permitted Purpose).

7.3 Except to the extent expressly permitted by Law, the Customer will ensure that the E-Channel is not, in whole or part, altered, copied, modified, reverse engineered, disassembled, decompiled, decoded, adapted, or subjected to error corrections or other attempts to derive or gain access to its source code.

7.4 If the Customer, a Third Party or a User provides any Feedback, the Customer agrees, and will procure that the Third Party or User (as relevant) agrees, that the Bank or the Group member to which the Customer, Third Party or User provides the Feedback will own (and the Customer hereby assigns (or will procure that the Third Party or User (as relevant) assigns) to the Bank or that Group member) all present and future Intellectual Property Rights in that Feedback. Neither the Bank nor any Group member are required to hold that Feedback in confidence, save with respect to the identity of the Customer, Third Party or User (as relevant).

7.5 The Customer and any relevant Third Party or User must hold all Feedback in confidence and only use it with the Bank's prior consent.

8. Liability

The Customer agrees that it is liable for any Loss incurred arising out of or in connection with the access, use or integrated (as relevant) of the E-Channel Profile in contravention of the Bank's instructions.

9. Export

If any license, permission or consent (each a Consent) or notification to an Authority is required in order to transfer data, products or software containing data to another country, the relevant Party will obtain the necessary Consent or notify the relevant Authority before making any such transfer. The Customer or Bank (as applicable) will, on request, provide to the other Party such assistance as is reasonably required for the purposes of obtaining that Consent or making that notification at the reasonable cost of the requesting party.

10. Discontinuation

The Bank may discontinue the provision or availability of any element of the E-Channel Profile if any relevant third party software is no longer made available to it. The Bank will provide as much advance notice as possible in such circumstances.

11. Conflict

If there is a conflict, the Relationship Documents will prevail over any other agreement that relates to the Accessed Services.

12. Survival

On termination of this Services Schedule, the following clauses will remain in force: 7.4, 7.5, 8, 11, 12, and 13. Termination of this Services Schedule will not affect any rights, remedies, obligations or liabilities of the Parties that have accrued up to the date of termination.

13. Definitions

- **Accessed Services** means any account, product and/or service (including without limitation a product or service related to an account) that is accessed or used through the E-Channel Profile. Accessed Services may be subject to separate terms and conditions and be provided by other Group members.
- **Accountholder** means any party who has authorised the Bank to allow the Customer to send and receive information and act on their behalf.
- **Communication Channels** means the E-Channel Profile and references to 'Communication Channels' (whether or not it as a defined term) in the MSA will be interpreted in accordance with this definition.
- **E-Channel** means the relevant digital banking system that the Group provides for access and use (e.g. HSBCnet), and any ancillary services and technical tools.
- **E-Channel Profile is a Service** and means the E-Channel to the extent that it is configured for and provided to the Customer by the Bank.
- **Feedback** means any suggestions, comments, information, ideas or feedback provided in relation to the E-Channel.
- **HSBCnet** means the E-Channel that is the Group's internet banking platform accessed via the portal at www.hsbcnet.com or any other access point or means including, without limitation, the HSBCnet mobile banking app.
- **Instruction** means any communication which is received by the Bank in relation to the E-Channel Profile or Accessed Service which: (a) contains the necessary information for the Bank to act on the Customer's behalf; and (b) has or, in the reasonable opinion of the Bank, appears to have been provided by an Authorised Person or otherwise originated by the Customer. References to 'Instruction' in the MSA will be interpreted in accordance with this definition.
- **Intellectual Property Rights** means any right, title or interest in any and all intellectual and industrial property rights of any kind whatsoever including: copyrights, rights in databases, patents, inventions, trademarks, trade names, goodwill, rights in internet domain names and website addresses, designs, know how, trade secrets and other rights in confidential information, whether registered, unregistered or not capable of being registered in any country or jurisdiction including (without limitation) all other rights having equivalent or similar affects which may now or in the future subsist anywhere in the world.
- **MSA** means the Master Services Agreement.
- **Security Measures** means the Security Procedures and is a Supporting Document, as made available or provided to the Customer and as amended by the Bank from time to time, that sets out the mandatory security requirements relating to the E-Channel.
- **Third Party** means party other than a User who acts for the Customer with respect to the E-Channel Profile and/or Accessed Services.
- **User** means any person who the Customer permits to access or use the E-Channel Profile on its behalf and on whose authority and/or identity the Bank can rely in accordance with the MSA and/or this Services Schedule.

HSBCnet Annex

1. Relationship Documents

1.1 This Annex is an Annex to and incorporates the terms of the E - Channel Services Schedule.

1.2 This Annex sets out the specific terms that apply to the access and use of the HSBCnet Profile and the Accessed Services.

1.3 Capitalised terms used but not defined in this Annex are asdefined in the E-Channel Services Schedule.

2. HSBCnet Users

2.1 The Customer agrees that all System Administrators may:

2.1.1 delegate their authority to other System Administrators and other HSBCnet Users, whomay then sub-delegate accordingly;

2.1.2 appoint, suspend and remove other System Administrators and other HSBCnet Users;

2.1.3 order security devices; and

2.1.4 grant, limit and/or remove the permissions of other System Administrators and other HSBCnet Users. The permissions may include (but are not limited to) permission to carry on activities in the HSBCnet Profile and to give Instructions and issue Communications.

2.2 The Customer agrees that HSBCnet Users are fully authorised to carry on a wide range of activities. They may, depending on their permissions, take actions on the Customer's behalf (including (without limitation) when acting for an Accountholder). These actions include the activities that the Customer can carry out under clause 2.1 of the E-Channel Services Schedule.

2.3 HSBCnet Users will only be able to access the HSBCnet Profile (and potentially other Accessed Services) once they have agreed to the relevant online user terms and conditions.

3. HSBCnet Controls

3.1 Controls are usually available or provided on a dual basis, although certain controls may be made available or provided on a sole basis by way of exception. The Customer acknowledges that if it selects or uses sole controls:

3.1.1 HSBCnet Users will be able to act independently of each other. This may make it harder for the Customer to control HSBCnet User activity (including, without limitation, in relation to Accountholders and to making or cancelling payments), and may increase the Customer's risk of being defrauded; and

3.1.2 provided the Bank gives reasonable advance notice, the Bank may implement any additional risk mitigating controls that it considers necessary.

3.2 If auto-account registration is applied with respect to any account of the Customer or an Accountholder, then the Customer acknowledges that:

3.2.1 all present and future eligible accounts in the Customer's and/or that Account older's namewill be linked to the HSBCnet Profile;

3.2.2 the Customer may incur fees when these accounts are linked; and

3.2.2 it is the Customer's, and not the Bank's, responsibility to determine whether the Customer has the right to access each account that may be linked in this manner.

4. Definitions

- HSBCnet Profile is the E-Channel Profile and means HSBCnet to the extent that it is configured for and provided to the Customer
- HSBCnet User means any User who the Customer permits to access or use the HSBCnet Profile
- Systems Administrator means an HSBCnet User who is appointed as a System Administrator and who has more rights than a regular HSBCnet User

Integrated Services Annex

1. Relationship Documents

1.1 This Annex sets out the specific terms that apply when the E - Channel Profile and/or Accessed Service requires the Bank to provide integrated services.

1.2 Capitalised terms used but not defined in this Annex are as defined in the E-Channel Services Schedule.

2. License

2.1 Clause 7.2 of the E-Channel Services Schedule is deleted and replaced with the following:

7.2 The Bank, acting either for itself or on behalf of the relevant Group member, grants the Customer, for the term of the provision of the relevant element of the E - Channel Suite, a non - exclusive, non-transferrable, and (subject to clause 2.2 of the integrated Services Annex) non-sub-licensable licence which is subject to any restrictions the Bank communicates to the Customer, to (as appropriate) access and use the following (collectively,and for the avoidance of doubt together with the Developer's Permitted Purpose (as defined in clause 2.2 of the integrated Services Annex) the Permitted Purpose):

7.2.1 the E-Channel Profile, for the purposes anticipated under the terms of this Services Schedule;

7.2.2 any Materials, solely, if and to the extent required, to access and use any Testing Facilities, the E - Channel Profile and/or Accessed Services in accordance with this clause; and

7.2.3 any Testing Facilities, solely, if and to the extent required, to carry on E-Channel Testing.

2.2 The Customer may sub-license its rights under clause 7.2 of the E-Channel Services Schedule to a Developer solely for the purpose of (collectively, the Developer's Permitted Purpose):

2.2.1 enabling the Customer to access and/or use any element of the E-Channel Suite; and/or

2.2.2 on the Customer's behalf, carrying on E-Channel Testing, and/or integrating the E-Channel Profile in the Application and/or maintaining that integrated.

2.3 Clause 7.3 of the E-Channel Services Schedule is deleted and replaced with the following:

Except to the extent expressly permitted by Law, the Customer will ensure that neither the E-Channel nor any Testing Facilities (as applicable) is, in whole or part, altered, copied, modified, reverse engineered, disassembled, decompiled, decoded, adapted, or subjected to error corrections or other attempts to derive or gain access to its source code.

2.4 If it uses a Developer in connection with the E-Channel Suite, the Customer agrees that (regardless of any provision to the contrary in the MSA) the Bank may share with any Developer, including (without limitation) at their request, any information (including without limitation Data) that the Bank considers that that Developer may need to carry out the Developer's Permitted Purpose.

2.5 The definition of 'Feedback' in the E-Channel Services Schedule is deleted and replaced with the following:

Feedback means any suggestions, comments, information, ideas or feedback provided in relation to the E-Channel Suite.

2.6 The definitions of 'E-Channel Suite', 'Developer', 'Materials', and 'Testing Facilities' are incorporated in the E-Channel Services Schedule.

3. Access and use of the E-Channel Suite

The Bank may provide the Customer with integrated testing and support. The Bank will also use reasonable efforts to provide support and maintenance for technical issues that arise directly from the Customer's use of the E-Channel Suite, where those issues arise within the HSBC Environment.

4. Liability

The Customer indemnifies and holds harmless both the Bank and any other Group member in full against any Loss arising from or in connection with any actions or omissions of a Developer or the use by any other person of the E-Channel Suite.

5. Suspension, withdrawal and discontinuation

5.1 The Bank may suspend the Customer's access to, or suspend, withdraw or discontinue all or any element of, any Testing Facility for maintenance or for any other reason where it reasonably considers it necessary to do

so. The Bank will provide reasonable advance notice of any suspension, withdrawal or discontinuation where it is lawful and practical to do so.

5.2 Clause 10 of the E-Channel Services Schedule is deleted and replaced with the following:
The Bank may discontinue the provision or availability of any element of the E-Channel Suite if any relevant third party software is no longer made available to it. The Bank will provide as much advance notice as possible in such circumstances.

6. Third party rights

6.1 Any Group member will be entitled to enforce clause 4 of this Annex subject to and in accordance with any Law and the terms of the Relationship Documents. The Customer and the Bank may vary or rescind the Relationship Documents without the consent of any person other than the Customer and the Bank. Save as provided in this clause, the Customer and the Bank do not intend that any term of this Annex will be enforceable under any Law by any other person.

6.2 Nothing in the MSA is intended to limit or exclude the rights conferred on a Group member under clauses (4 and 6.)

7. Survival

On termination of this Annex, the following clauses will remain in force: 2.5, 2.6, 4, 6, 7 and 8.
Termination of this Annex will not affect any rights, remedies, obligations or liabilities of the Parties that have accrued up to the date of termination.

8. Definitions

- **Application** means any product, solution, application or similar item developed or used by the Customer, or developed on its behalf, that accesses, benefits from, relies on, or interacts or integrates with the E-Channel Profile.

- **Data** means any data sent, received, provided or made available through the E-Channel Profile along with any related metadata. Data may include, without limitation, Confidential Information and information relating to: (i) the Customer or an Accountholder; and (ii) Services and Accessed Services.

- **Developer** means a Third Party who provides technology services to the Customer to:

  a. enable the Customer to access and use any element of the E-Channel Suite;

  b. support the Customer's testing of an Application's access to, benefit from, reliance on and/or interaction or integrated with the E-Channel Profile;

  c. enable the Customer to carry on system and payload integrated testing through the E-Channel Profile (paragraphs (b) and (c) being, together, E-Channel Testing); and/or

External Provider Platform Annex

1. Relationship Documents

1.1 This Annex is an Annex to, and incorporates the terms of, the E-Channel Services Schedule.

1.2 This Annex sets out the specific terms that apply to the access and use of the External Provider Profile.

1.3 Capitalised terms used but not defined in this Annex are as defined in the E-Channel Services Schedule or MSA.

2. Instructions, Communications and Platforms

2.1 The Customer may issue Instructions and exchange Communications through one or more Platforms via the External Provider Profile.

Customer confirms that the Bank is authorised to treat each Instruction and Communication received via the External Provider Profile as originated by the Customer and may act on the same without further authorisation from the Customer.

The Customer agrees: to comply with:

2.1.1 All security requirements of each External Provider in relation to the Platform and any other reasonable requests which that External Provider may issue to the Customer regarding the security of that Platform, including instructions on steps to remedy any breach of security; and

2.1.2 The Security Measures:

- In the event of differences or conflict between such security requirements, the Customer shall comply with the requirements that are of the most secure nature;
- that Instructions and Communications sent through a Platform are capable of being intercepted, monitored, amended or otherwise interfered with by third parties;
- that it is its responsibility to set up, maintain and regularly review all security arrangements concerning access to and use of each Platform. The Customer confirms it has assessed the security arrangements of each Platform and has determined that they are adequate to protect the Customer's interests;
- that access to and provision of the External Provider Profile is dependent on the Customer having and maintaining access to the Platform and, separately, the continued operation of that Platform;
- that External Providers may charge the Customer fees for use of their Platform and that those fees are the sole responsibility of the Customer;
- that the provision of the External Provider Profile shall be subject to any arrangement between the Bank or Group and an External Provider;
- that the Bank has no obligation to inform the Customer of, or provide the Customer with, any copies of any agreements with an External Provider; and
- that the Bank may exchange with each External Provider information relating to: (i) the Customer and relevant Accountholders; (ii) Accessed Services of the Customer and relevant Accountholders; and (iii) the Customer's use of the Platform and the Services

2.2 The Customer shall take all reasonable precautions to prevent fraudulent or unauthorised use of or access to each Platform. The Customer shall ensure that neither the Customer nor any Users or Third Parties do anything which may result in the security of any Platform being compromised.

2.3 The Customer must notify the Bank as soon as reasonably possible upon becoming aware of any actual or attempted unauthorised access to any Platform or any unauthorised Instruction or attempt to execute an unauthorised Instruction.

2.4 The Bank assumes no liability to the Customer, to any Third Party, or to any External Provider for any Loss that is suffered or incurred because of:

the unavailability or inoperation of any Platform; the errors or vulnerabilities of any Platform; or the Customer's use of or connection with (i) any Platform, (ii) any External Provider, or (iii) any services provided by an External Provider to the Customer.

3. Termination

This Annex shall immediately terminate: if the Customer ceases to have access to the Platform; or upon the ceasing of any relevant arrangement between a Group member and the External Provider, and the Bank shall have no liability for any Instructions received and / or actioned, nor any Communications exchanged, through the Platform after that time.

4. Survival

On termination of this Annex, the following clauses will remain in force: 2.6, 3, 4 and 5. Termination of this Annex will not affect any rights, remedies, obligations or liabilities of the Parties that have accrued up to the date of termination.

5. Definitions

- **External Provider** means a Third Party that makes a Platform available to the Customer.
- **External Provider Profile** means the E-Channel Profile where the Bank receives Instructions and exchanges Communications through a Platform.
- **Platform** means any relevant electronic platform provided by an External Provider.