

To: The Manager  
**The Hongkong and Shanghai Banking Corporation Limited**

Office \_\_\_\_\_

Date \_\_\_\_\_

**BUSINESS CUSTOMER INFORMATION/  
 ACCOUNT OPENING FORM -**

- Limited Company       Partnership       Sole Proprietorship  
 Others (please specify) \_\_\_\_\_

- NOTE: 1 Please complete Parts A B & C if you are opening a Business Account:  
 please complete Parts A & C only if otherwise.  
 2 Please  where applicable and complete this form in **BLOCK LETTERS**  
 3 \*Please delete whichever is not appropriate.

**For Bank Use Only**

Customer Number	Bank Authorised Signature Stamp
International Customer Number	
Account Number	

**Part A - Business Customer Information**

Customer's Name \_\_\_\_\_

*Registered No./Identity Document Type & No.	Nature of Business/Industry	Country of Incorporation/Registration
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Correspondence Name and Address \_\_\_\_\_

Person to Contact: \_\_\_\_\_ Telephone Number: \_\_\_\_\_  
*Unless otherwise specified, correspondence will be sent to you by mail.*

Registered Office/Factory/Principal Office Address (complete only if different from Correspondence Address)	Details of Introducer Name: Account Number: Address:  Telephone Number: Signature :
Telephone Number:	

**Please complete as appropriate**

1. Do you maintain or have you maintained any other account(s) with the HSBC group in the above name?  
 If yes, please complete the following:

<b>Bank/Branch</b>	<b>Account number</b>
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2. Details of Present Bankers

<b>Bank/Branch</b>	<b>Account number</b>
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3. Do you use a company or corporate Credit Card issued by the HSBC group?     VISA     Mastercard     JCB     No

4. Are you a Subsidiary/Associate of another organisation?

Subsidiary of  
*(i.e. owned more than 50%)* \_\_\_\_\_ Customer No. \_\_\_\_\_

Associate of  
*(i.e. owned 20 -50%)* \_\_\_\_\_ Customer No. \_\_\_\_\_

No



# GENERAL TERMS AND CONDITIONS

(For Business Account Holders)

Note : Account holder shall refer to account holders where appropriate.

The following General Terms and Conditions apply to all accounts opened with The HongKong and Shanghai Banking Corporation Limited ("the Bank"). In addition, there are other Specific Terms and Conditions applicable to particular types of accounts operated by the Bank. Copies of such Terms and Conditions are available upon request from any branch of the Bank.

## GENERAL (applicable to all accounts)

- (i) The relationship between the Bank and the account holder is basically that of debtor and creditor. However, other relationship may arise, such as bailor and bailee when items are held in safe custody, according to the banking services provided by the Bank.
- (ii) To enable the Bank to consider whether to provide the account holder with any services, the account holder is required to supply to the Bank from time to time the account holder's personal information ("Personal Data") and failure to do so may result in the Bank's inability to provide such service.

The Personal Data will be used for considering the account holder's request and subject to the Bank's agreeing to provide such service, the Personal Data and details and all information relating to transactions or dealings with the Bank will be used in connection with the provision of such service to the account holder.

The account holder acknowledges that, from time to time, the Bank may be asked to provide banker's reference to other financial institutions or other parties about the account holder and the account holder is agreeable to the Bank giving such a reference.

The HSBC Group may record, exchange, analyze and use relevant information about you and your relationships with HSBC Group (including the nature of your transactions) for credit assessment, customer service, market research, insurance and administrative purposes. This may include information provided by you, or someone acting on your behalf.

The account is confidential, but should it be necessary to disclose any particulars of same in terms of the law or of an order of a Judge or of a Court, the Bank shall have no alternative but to do so. In such a case the Bank shall endeavour to keep the account holder informed of same.

- (iii) The account holder agrees that the Bank's indebtedness to the account holder shall not exceed the net amount owing by the Bank to the account holder after deducting from any credit balance held by the Bank or providing for the aggregate of all the account holder's liabilities including, in the case of a joint account, the liabilities of all or any one or more of the joint account holders to the Bank on any account or in any respect whatsoever whether such liabilities be actual, present, future deferred, contingent, primary, collateral, several, joint or otherwise (together the "account holder's aggregate liabilities"). Without prejudice to the generality of the foregoing and in addition to any general lien, right of set-off or other right by way of security which the Bank may have on any account whatsoever, the account holder agrees that the Bank shall have the right, at its sole and absolute discretion and without notice to the account holder, to refuse to repay when demanded or when the same falls due any of the Bank's indebtedness to the account holder if and to the extent that the account holder's aggregate liabilities at the relevant time are equal to or exceed the Bank's indebtedness to the account holder at that time.

If the Bank exercises such right with respect to any of its indebtedness to the account holder, such indebtedness shall remain outstanding from the Bank on substantially the Terms and Conditions in effect immediately prior to such exercise or on such other terms as the Bank may, at its discretion, consider appropriate in the circumstances, but the Bank may, at any time and without notice to the account holder, consolidate any or all credit balance or credit balances of the account holder with the Bank with all or any of the account holder's aggregate liabilities. In the case of an individual account holder, the Bank's rights hereunder shall not be affected by the account holder's death or legal incapacity.

The Bank reserves the right to employ third parties to collect any outstandings or overdue amount owned by the account holder. The account holder shall keep the Bank indemnified for costs (including legal fees) and expenses incurred in recovering such outstandings or overdue amount.

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### Banker's reference

(If you do not currently have a bank account with the HSBC in Mauritius please complete the section below, which will enable us to obtain a reference from your principal bankers.)

Name of principal bank \_\_\_\_\_

I/We hereby authorise you to provide HSBC in Mauritius with information necessary for the purpose of opening a bank account

Bank address \_\_\_\_\_

Signed \_\_\_\_\_  
Signature of main applicant

Signed \_\_\_\_\_  
Signature of second applicant (if applicable)

Account number \_\_\_\_\_

Date \_\_\_\_\_

(iv) The Bank and other members of the HSBC Group are obliged to comply with laws, regulations and requests of public and regulatory authorities in various jurisdictions which relate to the prevention of financing of, amongst other things, named terrorists and sanctioned persons. This may require that the Bank intercept and investigate any payment messages and other information or communications sent to or by the account holder or on the account holder's behalf via the Bank's systems and this process involves making further enquiries as to whether a name which might refer to a named or sanctioned person actually refers to that person.

The Bank reserves the right to reject any instructions or requests if in breach of financial sanctions.

(v) In the course of providing its services, the Bank may need to record verbal instructions received from the account holder and/or any verbal communication between the account holder and the Bank in relation to such services.

(vi) The Bank reserves the right to destroy any documents relating to the account in accordance with the Bank policy.

(vii) Account statements are sent at regular intervals, unless otherwise requested or advised. Additional request for bank statements may be subject to a fee as set by the Bank from time to time. The account holder agrees to examine each statement of account received from the Bank to see if there are any errors, discrepancies, unauthorised debit or other transactions or entries arising from whatever cause, including, but without limitation, forgery, forged signature, fraud, lack of authority or negligence of the account holder or any other person.

The account holder also agrees that the statement of account shall, as between the Bank and the account holder, be conclusive evidence as to the balance shown therein and that the statement of account shall be binding upon the account holder, who shall be deemed to have agreed to waive any rights to raise objections or pursue any remedies against the Bank in respect thereof unless the account holder notifies the Bank in writing of any such Errors within 90 days after personal delivery of such statement of account to the account holder or, if posted, within the same period after the Bank has posted such statement of account.

(viii) Customer's attention is specifically drawn on sections 58 (1) and 58(2) of Banking Act 2004 which read as follows:-

(a) Where a bank sends or makes available a statement of account or cheque pursuant to section 57, the customer shall exercise reasonable promptness in examining the statement or the cheque to determine whether any payment was not authorised because of an alteration of a cheque or because a purported signature by or on behalf of the customer was not authorised.

(b) Where, based on the statement or cheque provided, the customer ought to have reasonably discovered the unauthorised payment, the customer shall promptly notify the Bank of the relevant facts.

(ix) The account holder warrants that all particulars given to the Bank (whether in an account opening form or otherwise) are, to the best of the account holder's knowledge, accurate. The account holder undertakes to notify the Bank in writing of any change of address or other pertinent particulars recorded with the Bank. All communications sent by post addressed to the last address registered with the Bank shall be deemed to have been duly delivered to the account holder. Where in the Bank's opinion communications sent to the last address registered with the Bank will fail to reach the account holder, the Bank may in its sole discretion stop sending further communication (including without limitation account statements, debit/credit advices and other communications) to such address of the account holder. Copies of account statements and/or documents evidencing transactions performed on the account can be produced, and provided to the account holder upon request in writing subject to the Bank's handling charge.

The account holder undertakes to inform the Bank in the event of a change in beneficial ownership, directorship, shareholding or authorized signatories.

(x) If the standing instruction (transfer of funds) based on balance is inactive for 12 consecutive months, the Bank will terminate the instruction under notification to the account holder.

(xi) The account holder understands that the Bank accepts no responsibility for any loss or delay which may occur in the transfer, transmission and/or application of funds and agrees to indemnify the Bank against any actions, proceedings, claims or demands that may arise in connection with such loss or delay.

(xii) The terms herein and those pertaining to any services provided by the Bank, may at the Bank's sole discretion, be changed from time to time upon giving the account holder prior notice by way of display in the Bank's premises or by such other method as the Bank may decide. If the account holder does not close the account or cancel the services prior to the expiry of the notice period, the account holder shall be deemed to have agreed to such change.

(xiii) The Bank's charges, as in effect from time to time, apply to all accounts and are available upon request from any branch of the Bank.

(xiv) These Terms and Conditions shall be governed by and construed in accordance with the law of Mauritius.

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