

Safe Deposit Box Agreement



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This Safe Deposit Agreement governs my access to and use of the Safe Deposit Box I have received from HSBC Bank Bermuda Limited. I have read the Agreement carefully before I access and use the Safe Deposit Box. It exempts HSBC Bank Bermuda Limited and other persons from liability or limits their liability and contains other important provisions that I have read. Each time I access and use the Safe Deposit Box, this Agreement, as it then reads, will govern my use and access. Accordingly when I access and use the Safe Deposit Box, I should check the date of this Agreement (which appears at the end of this Agreement) and review any changes since the last version.

All interest rates and charges that apply to the relevant products / services covered in this Agreement are covered in the “Fees and Charges applicable to your products / services” section which is published on our website at www.hsbc.bm.

1. Definitions

“Account” means each account I have with you (including any term deposit accounts).

“Agreement” means this Safe Deposit Box Agreement as amended or supplemented from time to time and any supplementary terms for the provision of the Safe Deposit Box Agreement published and amended by you from time to time.

“Authorities” means any judicial, administrative or regulatory body, any government, or public or governmental agency, instrumentality or authority, any Tax Authority, securities or futures exchange, court, central bank or law enforcement body, or any agents thereof, having jurisdiction over any part of the HSBC Group.

“Charges” means any Fee or charge associated with the Safe Deposit Box.

“Compliance Obligations” means obligations of any member of the HSBC Group to comply with (a) any applicable local or foreign statute, regulation, ordinance, rule, judgment, decree, voluntary code, directive, sanctions regime, court order, agreement between any member of the HSBC Group and an Authority, or agreement or treaty between Authorities and applicable to you or a member of the HSBC Group (the “Laws”), or international guidance and internal policies or procedures (b) any valid demand from Authorities or reporting, regulatory trade reporting, disclosure or other obligations under Laws and (c) Laws requiring you to verify the identity of its customers.

“Connected Person” means a person or entity whose information including Personal Data or Tax Information is provided by, or on behalf of me to any member of the HSBC Group in connection with the provision of the Services. In relation to me, a Connected Person may include, but is not limited to, any guarantor of mine, a director or officer of a company, partners or members of a partnership, any “Substantial Owner”, “Controlling Person”, or beneficial owner, trustee, settlor or protector of a trust, account holder of a designated account, payee

of a designated payment, representative, agent or nominee of mine, or any other persons or entities having a relationship with me that is relevant to my banking relationship with you and the HSBC Group.

“Controlling Persons” mean individuals who exercise control over an entity, i.e., for a trust, these are the settlor, the trustees, the protector, the beneficiaries or class of beneficiaries and any other individual who exercises ultimate effective control over the trust and in the case of a legal entity other than a trust, such term means persons in equivalent or similar positions of control.

“Customer Information” means Personal Data, confidential information, and/or Tax Information of either me or a Connected Person including accompanying statements, waivers and consents.

“Electronic Means” means communications sent by email, facsimile, computer or by the use of scanned or digital signatures or any other electronic means.

“Fees” means the annual fee for the rental of the Safe Deposit Box.

“Financial Crime” means money laundering, terrorist financing, bribery, corruption, tax evasion, fraud, evasion of economic or trade sanctions, and/or violations, or attempts to circumvent or violate any Laws or regulations relating to these matters.

“HSBC Group” means HSBC Holdings plc, and/or any of, its affiliates, subsidiaries, associated entities and any of their branches and offices, and **“any member of the HSBC Group”** has the same meaning.

“I”, “me” and “my” mean myself as a client, and each person who has applied for any Service and my heirs, executors, administrators, successors and assigns. **“We”, “us” and “our”** mean two or more persons who maintain a joint account.

“Legal Representative” means a person that will be authorised to access my Safe Deposit Box.

“Loss” means any claim, charge, cost (including but not limited to any legal or other professional cost) damages, debt, expense, tax, liability, obligation, allegation, suit,

action, demand, cause of action, proceeding or judgment, however calculated or caused, and whether direct or indirect, consequential, punitive or incidental.

“Personal Data” means any information related to an individual (and corporate entities, in those countries where data privacy law applies to corporates), from which the individual can be identified, including, without limitation, sensitive personal data such as name(s), residential address(es), contact information, age, date of birth, place of birth, nationality, citizenship, biometric and genetic information and personal and marital status.

“Safe Deposit Box” means the safe deposit box provided by you to me pursuant to the terms and conditions of the Agreement.

“Services” means without limitation any and all of the financial and other services that you offer to me, such as:

- the opening, maintaining and closing of my Accounts at your branches;
- Internet Banking;
- the provision of Safe Deposit Boxes;
- the provision of credit facilities and other banking products and services to me including for example securities dealing, investment advisory, broker, agency, custodian, clearing or technology procuring services, processing applications, ancillary credit assessment and product eligibility assessment;
- the maintenance of your overall relationship with me including marketing or promoting financial services or related products to me, market research, insurance, audit and administrative purposes.

“Substantial Owners” means any individuals entitled to more than ten (10%) percent of the profit of or with an interest in more than ten (10%) percent in an entity either directly or indirectly.

“Tax Authorities” means domestic or foreign tax, revenue, fiscal or monetary authorities.

“Tax Information” means any documentation or information (and accompanying statements, waivers and consents) relating directly or indirectly, to my tax status (regardless of whether I am an individual or a business, non profit or other corporate entity) and any owner, “Connected Person,” “Controlling Person,” “Substantial Owner,” your beneficial owner that you consider, acting reasonably, is needed to comply (or demonstrate compliance, or avoid non compliance) with any HSBC Group member’s obligations to any Tax Authority. Tax Information includes, but is not limited to information about tax residence and/or place of organisation as applicable, tax domicile, tax identification number, Tax Certification Forms, certain Personal Data (including

name(s), residential address(es), age, date of birth, place of birth, nationality, citizenship).

“Tax Certification Forms” mean any forms or other documentation as may be issued or required by a Tax Authority or by you from time to time to confirm my tax status or the tax status of the Connected Person of an entity.

“Term” means the execution date of this Agreement until 30th September and will be automatically renewed annually thereafter unless terminated by either party.

“You” and **“your”** means HSBC Bank Bermuda Limited and its subsidiaries.

Words in this Agreement that are in the singular include the plural and vice versa, unless the context requires otherwise.

2. Payment

In consideration of you agreeing to rent the Safe Deposit Box to me, you may debit my Account with the Charges payable by me under this Agreement. You will have no liability to me for any loss or inconvenience that may result, unless such was caused by your gross negligence or intentional wrongful act.

3. Alter / Relocate / Substitute

You will give 30 (thirty) days’ notice to me to alter, relocate or substitute the Safe Deposit Box. The alteration and/or relocation and/or substitution of the Safe Deposit Box may be conducted on the expiration of the 30 (thirty) days’ notice.

4. Access

4.1 Access to the Safe Deposit Box will be granted only to me, my agents or to a Legal Representative. The person authorised will have access to the Safe Deposit Box at any time during your usual hours of business under conditions and procedures as may be prescribed by you. You may, in your absolute discretion, close your vaults at any time and without notice in the event of any emergency. You may also refuse access to the Safe Deposit Box if it is prohibited by law.

4.2 You may grant access to my Legal Representative(s) in the event of my bankruptcy, insolvency, incompetency or other legal incapacity.

4.3 Regarding “Death” on the following page, the Legal Representative will have access to the Safe Deposit Box only when accompanied by one of your attendants. The Safe Deposit Box, or its contents, will not be examined at any place other than in the space provided by you for that purpose.

4.4 Before giving a Legal Representative access to the Safe Deposit Box, you may, in your absolute discretion, require evidence acceptable to you of the Legal

Representative's identity. You will also have absolute discretion to refuse any person access to the Safe Deposit Box if you consider that the person seeking access does not possess the proper authority to do so.

4.5 You will not have any right of access to the Safe Deposit Box or its possessions except as provided for in this Agreement.

5. Agents and Multiple Customers

By separate writing satisfactory to you, I may appoint one or two agents with full power of access to, and control of, the contents of the Safe Deposit Box and with the power and authority to do all things I could do if personally present. Until you receive notice in writing from me of the revocation of my agent(s)' authority, you will be without liability for, and I will fully indemnify you for any action taken by you in reliance upon, my agent(s)' authority. If the Safe Deposit Box is rented to me jointly with another, the Safe Deposit Box will be under the control of each of us as if it were rented in the name of each alone. Each of joint owner or agent may have access to the Safe Deposit Box alone, may surrender the Safe Deposit Box, may appoint agents to have the powers and authorities mentioned in this paragraph and may cancel any appointment made by any other joint owner or agent.

6. Assign / Licence and Sub-licence

Licence: The rental will not confer on me any interest other than a licence to use the Safe Deposit Box during the term of rental.

I will not assign or sub-licence my licence to use the Safe Deposit Box or any part of it.

7. Prohibited Use

I will not use or permit the Safe Deposit Box to be used for any purpose other than for the deposit of valuables or other property. I will not use or permit the Safe Deposit Box to be used for any illegal purpose such as storage in the Safe Deposit Box of prohibited items such as any items associated with illegal activity or any items for which possession is prohibited by law. I, on demand, permit you to inspect the contents of the Safe Deposit Box for the purpose of ascertaining compliance with this condition.

8. Death

Prior to Grant of Probate or Letters of Administration being produced, you may, at your absolute discretion and without liability for any loss or damages howsoever caused or arising:

- (a) grant access to the Safe Deposit Box to any person(s) in the presence of one of your officers and one other employee of yours for the purpose of locating my last will and testament and may permit the person or persons named

as personal representative(s) in any document found in the Safe Deposit Box and purporting to be the last will and testament (or similar document) of mine, to remove that document, in which event you will be allowed to retain a photocopy of that document; and/or

- (b) permit any person(s) claiming to be entitled to be my personal representative or my Legal Representative to open the Safe Deposit Box and examine the contents in the presence of your officer. The permission will only be granted to person(s) complying with conditions and procedures as may be prescribed by you. The examination of the Safe Deposit Box will be restricted to the preparation of an inventory of the contents of the Safe Deposit Box in your presence. Nothing may be removed from the Safe Deposit Box except for my last will and testament.

My personal representative(s) may, on production of the Grant of Probate or Letters of Administration and by complying with conditions and procedures as prescribed by you, have access to the Safe Deposit Box and remove all of its contents. The rental will then automatically be deemed to be terminated.

9. Liability

9.1 I will be liable for the payment of all reasonable costs in replacing any lock to the Safe Deposit Box caused by the loss of the Safe Deposit Box key or keys.

9.2 You will not be liable for any loss or damage suffered by me as a result of any change, discontinuance or addition to the rental, or (subject to this Agreement) the operational failure, malfunction or unavailability of the rental for any reason.

9.3 You will not be liable for any damage or loss caused by the failure of the vault doors or locks to operate. You will exercise ordinary diligence in maintaining your vault and in preventing unauthorised persons from having access to the Safe Deposit Box. Your total liability under this Agreement for any loss occasioned by your negligence will be limited to an amount not exceeding 100 (one hundred) times the Fee. You will not be liable for loss of money, bullion, or other articles, the tracing or identification of which may be more difficult than that of bonds or stock certificates. Evidence tending to prove that any securities, money, valuables or other articles contained in the Safe Deposit Box on my last entry or any of my agents or representatives were missing from the Safe Deposit Box upon subsequent entry will not be sufficient to raise a presumption that the valuables were lost by any negligence or wrongdoing for which you are responsible or place upon you the burden of proof that the alleged loss was not your fault.

9.4 You do not warrant or represent that the Safe Deposit Box is burglar proof.

10. Indemnity

I will indemnify you and your employees, officers, directors and agents and their respective heirs, executors, administrators, successors and assigns from all costs, damages, losses and liabilities that you may suffer or incur arising from or in any way relating to this Agreement and/or the contents of the Safe Deposit Box.

11. Arrears / Abandonment

11.1 You may refuse access to the Safe Deposit Box at any time until all Charges connected with the Safe Deposit Box have been paid. You will have a lien on the contents of the Safe Deposit Box for all unpaid Charges. If any Charge is in arrears for a period of 30 (thirty) days, you, after giving 30 (thirty) days prior written notice by registered post to my last known address or by Electronic Means at my last known email address will have the right to forcibly enter the Safe Deposit Box in the presence of one of your officers and one other witness and retain and keep the contents in any other safe or place as you may think fit at an annual fee equal to the fee.

11.2 If I do not pay the Charges due within 1 (one) year of the due date, you may consider the Safe Deposit Box abandoned and send by registered mail or courier the contents of the Safe Deposit Box to my last known address or sell or otherwise dispose of the contents of the Safe Deposit Box in any manner you see fit upon giving me 60 (sixty) days written notice sent by registered mail to my last known address or by Electronic Means to my last known email address.

Unless otherwise required by law, the proceeds of the sale will be applied to:

- (a) the expenses of the sale;
- (b) unpaid Charges; and
- (c) all other Charges owing to you, and any balance will be deposited into an Account in my name, or otherwise will be held for me. If I fail to withdraw any balances you have deposited into an Account in my name within two (2) years post the date of the aforementioned deposit, you shall apply your right of set off with respect to the Charges and donate any remaining balances to a registered charity of your choice.

12. Collection, Processing and Sharing of Customer Information

General:

This section explains how you will use information about me and Connected Persons. By using the Services, I agree that you and members of the HSBC Group shall use

Customer Information in accordance with the terms of this Agreement.

Customer Information will not be disclosed to anyone (including other members of the HSBC Group) other than where (i) you are legally required to disclose (ii) you have a public duty to disclose (iii) you or a third party's legitimate business purposes require disclosure (iv) the disclosure is made with my consent or (v) it is disclosed as set out as in this Agreement:

12.1 Collection

You and other members of the HSBC Group may collect, use and share Customer Information (including relevant information about me, my transactions, my use of your products and services, and my relationships with the HSBC Group). Customer Information may be requested from me (or a person acting on my behalf), or may also be collected by or on behalf of you, or members of the HSBC Group, from other sources (including from publically available information), generated or combined with other information available to you or any member of the HSBC Group.

12.2 Processing

You and/or members of the HSBC Group will process, transfer and disclose Customer Information in connection with the following Purposes: (a) providing Services and for any transactions requested or authorised by me, (b) meeting Compliance Obligations, (c) conducting Financial Crime Risk Management Activity, (d) collecting any amounts due from me, (e) conducting credit checks and obtaining or providing credit references, (f) enforcing or defending your, or a member of the HSBC Group's, rights, (g) for internal operational requirements of you or the HSBC Group (including, without limitation, credit and risk management, system or product development and planning, insurance, audit and administrative purposes), (h) maintaining your overall relationship with me (including marketing or promoting financial services or related products to me and market research) (the "Purposes").

12.3 Sharing

By using the Services, I agree that you may (as necessary and appropriate for the Purposes) transfer and disclose any Customer Information to the following recipients (who may also process, transfer and disclose such Customer Information for the Purposes):

- (a) any member of the HSBC Group;

- (b) any sub-contractors, agents, service providers, or associates of the HSBC Group (including their employees, directors and officers);
- (c) in response to any requests from any Authorities;
- (d) anyone acting on my behalf, payment recipients, beneficiaries, account nominees, intermediary, correspondent and agent banks, clearing houses, clearing or settlement systems, market counterparties, upstream withholding agents, swap or trade repositories, stock exchanges, companies in which I have an interest in securities (where such securities are held by you for me);
- (e) any party acquiring an interest in or assuming risk in or in connection with the Services;
- (f) other financial institutions, credit reference agencies or credit bureaus, for obtaining or providing credit references;
- (g) any third party fund manager who provides asset management services to me;
- (h) any introducing broker to whom you provide introductions or referrals;
- (i) in connection with any of your business transfers, disposals, mergers or acquisitions;

wherever located, including in jurisdictions which do not have data protection laws that provide the same level of protection as the jurisdiction in which the Services are supplied.

12.4 My Obligations

- (a) I agree to inform you promptly, and in any event, within 30 (thirty) days in writing if there are any changes to Customer Information supplied to you or a member of the HSBC Group from time to time, and to respond to any request from you or a member of the HSBC Group.
- (b) I confirm that every Connected Person/person whose information (including Personal Data or Tax Information) that has been provided to you or a member of the HSBC Group has been notified of and agreed to the processing, disclosure and transfer of their information as set out in this Agreement. I shall advise Connected Persons/such persons that they may have rights of access to, and correction of, their Personal Data.
- (c) Where:
 - I fail to provide Customer Information that you reasonably request, or

- I withhold or withdraw any consents which you may need to process, transfer or disclose Customer Information for the Purposes, or
- you or a member of the HSBC Group has suspicions regarding the possible commission of Financial Crime or I present a potential Financial Crime risk to a member of the HSBC Group,

You may:

- (a) be unable to provide new, or continue to provide all or part of the, Services to me and reserve the right to terminate your business relationship with me;
- (b) take actions necessary for you or a member of the HSBC Group to meet Compliance Obligations; and/or
- (c) block, transfer or close my Account(s).

In addition, my failure to supply my, or a Connected Person's Tax Information and accompanying statements, waivers and consents, may result in you making your own decision with respect to my status, including whether to report me to a Tax Authority, and may require you or other persons to withhold amounts as may be legally required by any Tax Authority and paying such amounts to any Tax Authority.

13. Data Protection

13.1 Whether it is processed in a home jurisdiction or overseas, in accordance with data protection legislation, Customer Information will be protected by a strict code of secrecy and security which all members of the HSBC Group, their staff and third parties are subject to.

13.2 Under relevant data protection legislation, an individual has the right to request copies of certain categories of Personal Data which may be held and to request that any errors in such data are corrected.

14. Financial Crime Risk Management Activity

14.1 You, and members of the HSBC Group, are required, and may take any action you consider appropriate in your and their sole and absolute discretion, to meet Compliance Obligations in connection with the detection, investigation and prevention of Financial Crime ("Financial Crime Risk Management Activity").

Such action may include, but is not limited to: (a) screening, intercepting and investigating any instruction, communication, drawdown request, application for Services, or any payment sent to or by me, or on my behalf, (b) investigating the source of or intended recipient of funds (c) combining Customer

Information with other related information in the possession of the HSBC Group, and/or (d) making further enquiries as to the status of a person or entity, whether they are subject to a sanctions regime, or confirming my identity and status.

14.2 To the extent permissible by law, neither you nor any other member of HSBC Group shall be liable to me or any third party in respect of any Loss whether incurred by me or a third party in connection with the delaying, blocking or refusing of any payment or the provision of all or part of the Services or otherwise as a result of Financial Crime Risk Management Activity.

15. Tax Compliance

I, and each Connected Person acting in their capacity as a Connected Person (and not in their personal capacity), acknowledge that we are solely responsible for understanding and complying with our tax obligations (including but not limited to, tax payment or filing of returns or other required documentation relating to the payment of all relevant taxes) in all jurisdictions in which those obligations arise and relating to the opening and use of Account(s) and/or Services provided by you and/or members of the HSBC Group. Certain countries may have tax legislation with extra-territorial effect regardless of my or the Connected Person's place of domicile, residence, citizenship or incorporation. You and/or any member of the HSBC Group does not provide tax advice. I am advised to seek independent legal and/or tax advice. You and/or any member of the HSBC Group has no responsibility in respect of my tax obligations in any jurisdiction which they may arise including, without limitation, any that may relate specifically to the opening and use of Account(s) and/or Services provided by you and/or members of the HSBC Group.

For information about the principles of privacy observed by you, I will consult your Privacy Statement, available at your nearest branches or www.hsbc.bm.

16. Changes to this Agreement

You can, in your sole discretion, change this Agreement at any time. Any such change will become effective on the thirtieth (30th) day following you taking any of the following actions:

- (a) displaying the notice of the revised Agreement at your branches, automated teller machines or other locations designated by you;
- (b) mailing me a copy of the revised Agreement to my last known address;
- (c) providing me with written notice of the revised Agreement on my Statement of Accounts;
- (d) sending me written notice of the revised

Agreement by electronic mail or other Electronic Means;

- (e) posting a copy of the revised Agreement on your website.

If I wish, I can also obtain a copy of the revised Agreement at any of your branches or online at www.hsbc.bm.

17. Terminating this Agreement

17.1 You may, in your sole discretion, terminate this Agreement, on giving me 15 (fifteen) days written notice from the date on which the notice is mailed to me at my last known address or by Electronic Means and require surrender of the keys upon payment to me (if so demanded) of the proportional Fee paid for the unexpired Term.

17.2 The terms of this Agreement will survive the termination or withdrawal of the contents of the Safe Deposit Box and will continue to apply with respect to determination of responsibility and resolution of all disputes for events, acts or omissions occurring before or circumstances as exist as at the time of the termination or withdrawal.

17.3 I can terminate this Agreement at any time upon written notice to you at the branch where the Safe Deposit Box is located. If I terminate this Agreement, I will immediately remove all the contents of the Safe Deposit Box and return the keys to you. My termination of this Agreement does not prevent you from debiting my Account for any outstanding Charges payable by me under this Agreement.

17.4 If the Safe Deposit Box is not emptied of its contents within 15 (fifteen) days' notice of the notice of termination, you will have the right to forcibly enter the Safe Deposit Box in the presence of one of your officers and one (1) other witness and retain and keep the contents in any other safe or place as you think fit, in your sole discretion, for a period of one (1) year, after which, if I have not collected the contents, you may consider the Safe Deposit Box, and its contents, abandoned and may dispose of the contents as you, in your sole discretion, think fit.

18. Terminating this Service

You reserve the right to terminate this Service at any time without notice but will endeavour to give me 60 (sixty) days prior written notice of such termination.

19. Resolving Disputes

With You: If I have a dispute with you regarding any matter affecting the Safe Deposit Box, I will bring it to your attention. I will not initiate any proceedings relating to any dispute arising from this Agreement until after I provide you with written notice of the nature of the dispute, and

allow you 6 (six) weeks from the delivery of such notice to you to resolve the dispute to my satisfaction and any proceeding commenced in contravention hereof will be a nullity.

20. Force Majeure

You will not be liable for any delay in performing or failure to perform any of your obligations under this Agreement as a result of any circumstances or events beyond your reasonable control, including without limitation the failure, malfunction or unavailability of power, telecommunications, data communications, computer systems or software and related services, act of God, war, terrorism, riot, civil unrest or commotion, fire, flood, wind storms, hurricanes, government action, strikes, lock-outs, labour disruption or other industrial action or trade dispute (whether involving your employees or those of any other person). Any delay or failure of this kind will not be deemed to be a breach of this Agreement and the time for performance of the affected obligation will be extended by a period that is reasonable in the circumstances.

21. Telephone Recording

You may record all telephone conversations between me and you or between any other person and you in relation to my affairs and I expressly consent to such recordings. I agree that any such tape recordings may be submitted in evidence in any proceedings relating to this Agreement.

22. Governing Law

This Agreement will be construed, interpreted and governed exclusively by the laws of Bermuda and I hereby agree to exclusively attorn to and be bound by the courts of Bermuda.

23. General Terms

23.1 Notices: Except as expressly set forth in this Agreement or requested by you, all notices required to be given under this Agreement will be in writing and communicated by Electronic Means, postal mail, courier or hand delivery. If by Electronic Means, the document is deemed received twenty-four (24) hours after transmission. If by postal mail, the document is deemed received 5 (five) calendar days after posting.

23.2 Severance: If any part of this Agreement is held unenforceable for any reason, the unenforceable portion of this Agreement will not affect the enforceability of the remainder of this Agreement, which will continue in full force and effect as if this Agreement had been executed without the unenforceable portion. If all or any part of the

provisions of this Agreement become illegal, invalid or unenforceable in any respect of the laws of any jurisdiction, that shall not affect or impair the legality, validity or enforceability of such provision in any other jurisdiction or the remainder of this Agreement in that jurisdiction.

23.3 No Waiver: No consent or waiver by any party to or of any breach by any other party in its performance of its obligations under this Agreement will be deemed or construed to be a consent to or waiver of a continuing breach or any other breach of those or any other obligations of that party. No consent or waiver will be effective unless in writing and signed by all parties.

23.4 Survival: This Agreement shall continue to apply notwithstanding the termination, any termination by you or a member of the HSBC Group of the provision of any services to me or the closure of any Customer account.

23.5 Conflict: In the event of any conflict or inconsistency between any of the terms of this Agreement and those in any other service, product, business relationship, account or agreement between me and you, this Agreement shall prevail insofar as it relates to the performance of your and my obligations in this Agreement.

23.6 Rights of Third Parties: Nothing in the terms of this Agreement shall confer any right on any third party to enforce or enjoy the benefit of any aspect of the terms of this Agreement. Without prejudice to the generality of the foregoing, it is not intended that any provision of the terms and conditions of this Agreement shall be enforceable by virtue of the Bermuda Contracts (Rights of Third Parties) Act 2016, as the same is amended from time to time, by any person who is not a party hereto.

23.7 Implied Terms: To the extent permitted by law, I agree that no statutory terms (which shall include warranties, conditions or other contractual provisions) or rights, duties or liabilities imposed under the Supply of Services (Implied Terms) Act 2003, as the same is amended from time to time, shall apply to me or you in relation to the terms of this Agreement.

THIS VERSION OF THIS AGREEMENT HAS BEEN IN EFFECT SINCE JULY 2018.

www.hsbc.bm

HSBC Bank Bermuda Limited
37 Front Street, Hamilton HM 11, Bermuda

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