



Personal Line of Credit - Application Cum Agreement

Key Things You Should Know

- The minimum and maximum limit that can be availed is ₹20,000 and ₹500,000 respectively
- The Personal Line of Credit is offered at a rate of interest which is fixed and same is stated in the PLOC application cum agreement executed at the time of availing the facility
- PLOC is a separate line of credit provided to CEP (Corporate Employee Programme) customers post opening of a salary account with HSBC. The customer may opt to avail the product and limit will be assigned basis income/profile. The PLOC facility will be opened in the books of Bank post completion of necessary documentation formalities, however the account will be activated and facility would be available for utilization, subject to credit of Salary in the savings account within 90 days.
Please note that, as the PLOC account is linked to the salary account, thus in case the salary account is closed with the Bank or your salary is not credited in the account within 90 days of opening of the PLOC account, then the Bank will initiate for closure of PLOC account
- In the event of cessation of salary or non-payments of the dues on PLOC account, the Bank will have rights for blocking of limit and total outstanding will immediately become due
- Please read the PLOC application cum agreement carefully and ensure that key terms such as interest rate, other fees, etc., are clearly read and understood before signing the agreement
- You can/close this facility anytime, by giving a written instruction to the Bank or calling PhoneBanking services
- Please refer to PLOC Services Charges and Fees section on our website www.hsbc.co.in for service charges applicable on your PLOC account
- Interest on your Personal Line of Credit account accrues on a daily basis and is payable as through Minimum Payment Due (MPD) by the payment due date specified in your monthly PLOC statement to avoid levy of late payment fee on the due date. (Please note that you may choose to pay full or higher than minimum payment due)
- MPD to be paid through by setting up a Standing Instruction (SI) on your HSBC Bank Account
- You need to pay your MPD on or before the due date. Non-payment of MPD would impact, but will not be limited to:
 - Your adverse credit rating (reporting to Credit Information Companies (CICs))
 - This will have an impact on other credit facilities availed or to be availed from HSBC
 - The Bank may initiate recovery proceedings to recover the outstanding dues
- Sanction of credit limit is at sole discretion of the Bank and is subject to meeting internal credit norms
- The applicant acknowledges the right of the Bank to provide details of his/her account to third party agencies for the purpose of availing of support services of any nature by the Bank. The Bank does not extend any kind of credit facilities to resident individuals to facilitate remittances under the Liberalised Remittance Scheme (LRS). Therefore utilising the limit towards facilitating remittances under LRS is prohibited

Definition – 'Bank/HSBC India/HSBC' means The Hongkong and Shanghai Banking Corporation Limited, India (HSBC), a company incorporated with limited liability under the Companies Ordinance of the Hong Kong Special Administrative Region (HKSAR), having its registered office at 1, Queen's Road Central, Hong Kong and their India Corporate Office in India at 52/60, Mahatma Gandhi Road, Mumbai - 400 001.

Customer Declaration and Consent

I do hereby certify that the information provided by me in this application cum agreement form is true and correct in all respects and HSBC India is entitled to verify this directly or through any third party agent. I further acknowledge the Bank's right to seek any information from any other source in this regard. I/We do understand that all the above mentioned information will form the basis of any facility that the Bank may decide to grant me at its sole discretion. I do further agree that any facility that may be provided to me/us shall be governed by the rules of the HSBC India that may be in force from time to time. I will be bound by the terms and conditions of the facility that may be granted to me/us. I do authorise the Bank to debit my any other account with the Bank for any fees, charges, interest, etc., as may be applicable in case of default. I undertake and declare that I will comply with the Foreign Exchange Management Act, 1999 (FEMA) and the applicable rules and regulations thereunder and any amendments thereof. I/We undertake to intimate the Bank before proceeding overseas on permanent employment and/or emigrating and/or changing my/our nationality.

I agree that my monthly remuneration/salary/compensation ('Salary') from my employer will be credited in my HSBC corporate salary account shall inform the Bank in writing immediately on my change of employment/ceasing of salary/retirement/, for any reason whatsoever, to be in my current employment. In the event of any such cessation of my employment and salary, the Bank will have rights for blocking of limits. I agree that Bank will have rights for revision/reduction/blocking of limits on behalf of low utilisation/reaching the retirement age/in event of defaults or non-payment of the dues on my account. Also please note that upon blocking of the limit (due to cessation of salary credit and/or delinquency), the total outstanding will become due & payable immediately. Once the PLOC facility becomes delinquent, the same will continue to be in delinquency state till the full outstanding is repaid and the delinquency will accordingly be reported to the credit bureau. In the event where the borrower cannot be contacted, and in addition to the various rights and remedies of the bank, referred in the clauses of agreement, the bank shall also be irrevocably authorized and entitled, to contact the Borrower's employers to obtain borrower's contact information.

I hereby agree that in case the applied line of credit amount is downsized by the bank basis internal checks and policies. I will be informed through Welcome Kit issued post the grant of the facility.

I hereby recognise and acknowledge that the Bank reserves the right to vary or modify with prior notice to me the limit, interest rate, charges or fees, etc.

I hereby agree that this facility 'PLOC' will be linked to my debit card which I use for my salary account and hence I will be able to use the facility through the same debit card. (In case your current debit card is already linked to two or more account, we will issue a new debit card for this facility).

I do hereby declare that I am not a near relation to any senior officer of the Bank or any directors of any HSBC Group Companies (if not, please strike off. If yes, state name and relationship and staff number _____).

I also confirm that as on the date of this application, there are no litigations, initiated by other banks/financial institutions, being faced by me. I acknowledge that the Bank may assign any activities to any service provider, whether located in India or overseas and whether an HSBC Group entity or a third party, at its sole discretion. I also acknowledge the right of the Bank to provide details of my account to such service provider's for the purpose of availing support services of any nature by the Bank, without any specific consent or authorisation from me/us. I further acknowledge that the Bank or such service providers, whether located in India or overseas, may disclose such information if required or permitted by any law, rule or regulation or at the request of any public or regulatory authority or if such disclosure is required for the purposes of preventing fraud.

I acknowledge that the existence of this account and details thereof (including details of transactions and any defaults committed by), will be recorded with credit reference agencies and such information (including processed information) may be shared with banks/financial institutions and other credit grantors for the purposes of assessing further applications for credit by me/us and/or members of my/our household and for occasional debt tracing and fraud prevention.

I accordingly authorise the Bank to share information relating to my Personal Line of Credit. I understand that as a pre-condition, relating to grant of Personal Line of Credit/advances/other non-fund based credit facilities to me, the Bank requires consent for the disclosure of information and data relating to me, of the credit facility availed of/to be availed of by me, obligations assumed/to be assumed by me, in relation thereto and default, if any, committed by me in discharge thereof.

1. I consent and authorise HSBC to generate subsequently an additional report through Credit Information Companies (CICs) or authorised agency/bureau to process my Personal Line of Credit application, in the event the necessary documentation and processes are not completed as per HSBC's policies.
2. I/We further agree to receive SMS alerts related to application status and account activity as well as product use messages that the Bank will send, from time to time, on mobile phone number as mentioned in this application form.

Note:

I understand that as a pre-condition, relating to grant of PLOC, the Bank requires consent for the detailed 'Terms and Conditions' (available at Personal Line of Credit section at official website www.hsbc.co.in and also e-mailed to borrower) which is to be read and understood by and in case of any clarification, I/we will contact the Bank officials for same.

Once your PLOC application is approved and the limit is activated, PLOC e welcome pack will be sent to your registered e-mail ID with the Bank.

The welcome pack will provide details on the Key Things You Should Know about your Personal Line of Credit, Most Important Terms and Conditions, copy of the BCSBI Code. In case you wish to receive the welcome pack in physical form, you may place a request by calling HSBC PhoneBanking.

CRS and CKYCR Declaration/Consent clause:

I have read and understood the information requirements and the Terms and Conditions mentioned in this Form (and hereby confirm that the information provided by me on this Form is true, correct and complete. I hereby agree and confirm to inform HSBC for any modification to this information promptly. I further agree to abide by the provisions relating to 'Foreign Account Tax Compliance Act (FATCA) and Common Reporting Standards (CRS) on Automatic Exchange of Information (AEOI) provided in Rules 114F to 114H of the Income Tax Rules, 1962'.

I authorize you to update your records basis the above information. I also authorize you to share the given information provided by me with the any statutory/regulatory authorities, as appropriate or HSBC group entities.

I understand that the details provided in the form will be reconciled with your existing records and any discrepancy thereof will be duly highlighted to me for further rectification/updation of records.

I acknowledge that the information contained in this form and information regarding the accountholder and any Reportable Account(s) may be provided to the tax authorities of the country in which this account(s) is/are maintained and exchanged with tax authorities of another country or countries in which the account holder may be tax resident pursuant to intergovernmental agreements to exchange financial account information.

I certify that I am the accountholder (or am authorized to sign for the accountholder) of all the account(s) to which this form relates.

I hereby declare that the details furnished above are true and correct to the best of my knowledge and belief and I under take to inform you of any changes therein immediately. In case any of the above information is found to be false or untrue or misleading or misrepresenting, I am aware that I may be held liable for it.

I hereby consent for receiving information from Central KYC Registry through SMS/Email on the above mentioned registered number/email address.

I certify that where I have provided information regarding any other person (such as a Controlling Person or other Reportable Person to which this form relates) that I will, within 30 days of signing this form, notify those persons that I have provided such information to HSBC and that such information may be provided to the tax authorities of the country in which the account(s) is/are maintained and exchanged with tax authorities of another country or countries in which the person may be tax resident pursuant to intergovernmental agreements to exchange financial account information.

To enable HSBC India and other members of the HSBC Group* in providing HSBC Advance services.

I/We fully authorise HSBC India and such other member of the HSBC Group, to share all information relating to accounts, including, without limitation, any personal information and other credit information maintained with or obtained by HSBC India (including those obtained from credit reference agencies) and other members of the HSBC Group.

I/We further authorise HSBC India and all members of the HSBC Group to use, store, process, disclose and transfer (whether within or outside the jurisdiction concerned and whether within or outside the HSBC Group) all information (including, without limitation, information relating to the debts), relating to, as they shall consider necessary in connection with the provision of HSBC Advance services.

I/We acknowledge and agree that any such sharing or transfer of information will be on a confidential basis and that HSBC India or HSBC Group offices or other third party service providers, whether located in India or overseas, may disclose information if required or permitted by any law, rule or regulation or at the request of any public or regulatory authority or if such disclosure is required for the purposes of preventing fraud.

CRS - Individual Tax Residency Self-Certification (To be filled by Existing Customers only)

Please refer below section for definitions of reasons A, B and C.

Reason A The country where I am liable to pay tax does not issue TINs to its residents.

Reason B The accountholder is otherwise unable to obtain a TIN or equivalent number. (Please explain why you are unable to obtain a TIN in the below table if you have selected this reason)

Reason C No TIN is required.

(Note: Only select this reason if the authorities of the country of tax residence entered in the table do not require the TIN to be disclosed)

	Country of tax residence	TIN details	Reason A/B/C	Reason if selected B
1.				
2.				
3.				

Even if you have already provided information in relation to the United States Government's Foreign Account Tax Compliance Act (FATCA), you are still needed to provide additional information for the CRS as this is a separate requirement under the local regulation.

1. Marketing offers

I hereby agree to receive marketing communications through telephone call/Email/SMS on various products/features/promotion offers provided by the Bank. I understand that in case I DO NOT wish to receive marketing offers or the marketing communication, I can register for 'Do Not Call and Marketing Opt Out' service through Bank's website www.hsbc.co.in. or other channels as may be offered by the Bank.

2. Assignment of activities to third party agencies

I acknowledge that the Bank remains entitled to assign any activities to any third party agencies/service providers at its sole discretion.

Information required for Regulatory reporting purposes:

With the objective of monitoring flow of credit to minority communities and other categories, we request you to kindly provide the information as applicable to you:

Minority Community: Sikh Muslim Christian Zoroastrian Buddhist Jain None of these

Other Category: GEN ST SC OBC Others _____

Applicant signature

Date: _____

Relationship Manager/Sales Representatives confirmation

I certify that the signature of the accountholder shown in this form are genuine and correct.

- i. The customer's need for the product has been identified based on the reason for availing of the product as indicated by the customer in the form.
- ii. The suitability of the product has been understood based on the financial standing and income details provided by the customer in the form.

Employee name _____

Employee number

Signed in my presence (by Bank staff)

Personal Line of Credit (PLOC) Agreement

This agreement for Personal Line of Credit (PLOC) is made on the date and at the place as stated in the Application cum Agreement hereto between the Borrower whose name and address is stated in the Application cum Agreement hereto, hereinafter called the 'Borrower which expression shall unless the context otherwise requires, include his/her heirs, executors, administrators and permitted assigns.

And

The Hongkong and Shanghai Banking Corporation Limited, a Banking Company incorporated under the Companies Ordinance of the Hong Kong Special Administrative Region (HKSAR), having its registered office at 1, Queen's Road Central, Hong Kong and having its India Corporate Office at 52/60, Mahatma Gandhi Road, Fort, Mumbai - 400 001 (hereinafter referred to as 'the Bank', which expression shall unless repugnant to the context or meaning thereof be deemed to include a reference to its successors and assigns).

WHEREAS

The undersigned Borrower has requested for a Personal Line of Credit of an amount (Rupees _____ only) hereinafter referred as Personal Line of Credit (PLOC) facility and the Bank has agreed to accede to the said request, subject to the Borrower tendering requisite documents, executing present agreement and such documents as may be required by the Bank from time to time.

The Borrower understands that pursuant to Personal Line of Credit application the Bank shall have the absolute right to grant/reject/change the Personal Line of Credit limit amount/rate of interest as per its internal credit policy and the Bank's decision in this regard shall be final and binding.

NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY MUTUALLY AGREED, DECLARED, CONFIRMED AND RECORDED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

- 1) **Interest, Fees, Charges, Cost and Payment:** The parties agree that Interest, fees, charges and payment would be as per terms stated above in of this Application Cum Agreement. The Borrower further agrees that:
 - a) Borrower shall pay stamp duty as applicable to this agreement and undertakes to pay or reimburse to the Bank, all statutory charges/stamp duties as may be payable/applicable in future, due to adjudication by tax authorities or enhancement/amendment to the PLOC facility.
 - b) Borrower shall pay any charge, sum levied on the account due to dishonor of any repayment instructions.
 - c) Borrower shall pay any charge, sum, cost, which the Bank would reasonably incur pursuant to enforcing to demand of dues, enforcement on breach of contract or on initiation of any recovery proceedings.
 - d) Borrower confirms that on Demand they promise to pay to the Bank or order in _____ the sum of Indian Rupees _____ with interest at the rate of _____ percent per annum with monthly/quarterly rests for value received provided however that the Bank shall at any time and from time to time be entitled to give notice to the Borrower(s) of its intention to charge and may thereafter charge interest at such modified rates as the Bank may specify subject to compliance with directives of Reserve Bank of India from time to time.
- 2) **Repayment of PLOC Limit through Minimum Amount Due (MPD):** The Borrower shall repay the entire outstanding on limit or minimum payment due, and the interest payable thereon, as per specified in the Application Cum Agreement. The Borrower agrees that:
 - a) Borrower shall pay complete outstanding dues or minimum amount due, irrespective of any dispute on the PLOC Facility, including but not limited to that relating to the interest computation.
 - b) Borrower shall repay/pay the monies in respect of the limit only through Standing Instruction for direct debit from the borrower bank account held with HSBC ('Direct Debit method' or 'SI').
 - c) Borrower agrees that the due date for the repayment of MPD shall be the 1st or 5th or 25th day of every month following the month of activation in respect of the limit. Any delay in the payment of minimum payment due, borrower shall entail a fixed late payment fee of ₹300 +GST.
 - d) Borrower can repay the entire outstanding balance of the limit anytime through NEFT/Cheque payment through written instruction or PhoneBanking services through debiting saving account. In such an event, the Bank shall be entitled to charge any interest and/or other charges which are due on this account plus applicable interest tax or other statutory levy.
- 3) **Borrower undertaking, representations and duties:**
 - a) Borrower shall promptly notify the Bank of any circumstances and conditions which have/may have a material adverse effect (the effect or consequence of any event or circumstance which is or is likely to be adverse to the ability of the Borrower to repay the MPD dues or perform/comply with any of the respective obligations agreed under this PLOC agreement). This may include but not be restricted to breach of terms agreed vide this agreement, updation to the Bank about death of an applicant, commencement of Insolvency/Bankruptcy/Criminal/Recovery proceedings, change of employer and non updation of the fact to the bank.
 - b) Borrower will not use the limit assigned for an antisocial, illegal, unlawful, speculative activities or contrary to the purpose updated to the Bank or for which the Personal Line of Credit facility has been availed.
 - c) Borrower shall solely be responsible for fulfilling, any tax related obligation arising from availing this PLOC facility. The records maintained by the Bank shall be conclusive proof of the amounts outstanding and due from the borrower.
 - d) Borrower agrees to indemnify and agree to keep indemnified the Bank from time to time and at all times thereafter against all claims, costs, losses, damages, charges, expenses and liability of any kind or nature whatsoever and expenses that may be incurred by the Bank by reason of any act, omission, misrepresentation or default on the part of the borrower in respect of this PLOC facility and/or for the recovery of the outstanding dues on account of failure of the borrower of any of the terms therein.
 - e) Borrower shall be solely responsible for the liabilities of the aforesaid concern and will be personally liable for making repayment/payments of all amounts in respect of the PLOC facility to the Bank.
 - f) Borrower undertakes to keep the Bank informed of any change in his/her e-mail ID, telephone number, mobile number and address and employment details. The Borrower authorises the Bank to update the contact information change that the Bank may be informed of and hereby authorises the Bank to contact the Borrower at the updated contact details, by post, telephone, e-mail, SMS/text messaging.
 - g) The Borrower would commit an event of default (i) if there is a failure to pay the agreed dues or any fee, charges or costs or MPD for more than 15 days, from the date when it became due (ii) if there is breach of terms and conditions agreed herein or a misrepresentation of facts made while availing the PLOC Facility (iii) if the borrower is declared insolvent (iv) if there is initiation of criminal or a judicial proceeding, which the Bank thinks impacts its interest (v) there exists any other circumstance, which, in the sole opinion of the Bank, impacts the Bank's interest. If the Borrower commits an event of default then the Bank shall be entitled to (i) call upon the Borrower to pay forthwith the total outstanding balance of the PLOC account together with interest (ii) exercise the Bank's right of lien and set-off all monies and accounts standing in the Borrower's name in the Bank (iii) exercise any other right as deemed appropriate in the interest of the Bank.
 - h) Borrower agrees that the date of account opened under this facility shall be deemed to be made on the date the limit assignment done and not on the date of their actual activation which is subject to first salary credit within 90 days in HSBC Saving Account and may be kept open at the sole discretion of the Bank. The Bank will review account and limit annually and may at its sole discretion revise limit or cancel the drawdown of the PLOC at any point of time. The activation of the limit will only happen once salary start getting credit in HSBC account with maximum of 30 days thereon.



- i) Borrower agrees that pursuant to banks obligation to ensure adherence to financial crime compliance, the Bank may, take appropriate actions in form of using, screening, intercepting, combining borrower information with other related information in the possession of the Bank and/or making further enquiries in this regard, and the Borrower would assist the Bank, with furnishing of information, and not raise objection to same.
- j) Borrower agrees that the Bank reserves a right to allow/restrict operations in a newly opened/existing accounts maintained with the Bank, if the customer is not able to satisfy the due diligence requirements in line with the Bank's policy. Further the Bank reserves a right to block transactions/allow operations in a newly opened/existing accounts maintained with the Bank, if the Bank is unable to contact the accountholder at the address/contact number provided by them at the time of account opening/updated in bank records.

4) Disclosure of Information:

- a) The Borrower accepts, confirms and consents for the disclosure and sharing by the Bank of all or any information and data relating to the Borrower, the PLOC facility, any other transactions that the Borrower has with the Bank, the Borrower account, and the agreements and documents related to the PLOC facility and transactions, including but not limited to information relating to default, if any, committed by the Borrower, in the discharge of the Borrower obligations in relation to the PLOC facility or other transactions, as the Bank may deem appropriate and necessary to disclose and furnish, to the Reserve Bank of India (RBI) and/or to the Credit Information Companies (CICs) and/or to any other agency or body as authorised in this behalf by RBI, to other banks and lenders including assignees and potential assignees, to its professional advisers and consultants and to its service providers instructed by it in relation to the PLOC Facility, and/or as required under law or any applicable regulation, at the order of a court of law, or at the request or order of any statutory, regulatory or supervisory authority with whom it customarily complies.
- b) The Borrower agrees that the Bank may collect, store, use, transfer or disclose any information provided by the Borrower, including sensitive personal data, for purposes, including but not limited to data processing, statistical or risk analysis, conducting credit or anti-money laundering checks, designing financial services or related products, marketing financial services or related products, customer recognition on bank's website, offering relevant product and service offers to customers, etc. Bank may share your information with all its group companies/entities/subsidiaries/affiliates and/or any other bank/financial institution/society, etc. as necessary, for the aforementioned purposes.

5) Miscellaneous:

- a) Any dispute arising from this agreement would be adjudicated exclusively by courts situated at the city where the PLOC facility account is opened.
- b) The parties agree that they can amend or supplement this agreement by executing an amendment agreement in writing.
- c) The Borrower agree that he/she, shall not assign or transfer all or any of its rights, benefits or obligations under the PLOC terms without the approval of the Bank. However, the Bank may, at any time, assign or transfer to any third party, all or any of its rights, benefits and obligations under the PLOC terms and the other transaction documents. Notwithstanding any such assignment or transfer, the Borrower shall, unless otherwise notified by the Bank, continue to make all payments under the PLOC terms to the Bank and all such payments when made to the Bank shall constitute a full discharge to the borrower from all its liabilities in respect of such payments.
- d) The Borrower agrees that on occurrence of default, not only under this PLOC facility but also default in payment of dues in any other existing credit facility held with the Bank/or any other of its group company, the Bank shall have the right to recover complete dues, by exercising the right of lien and set-off/retaining/continue to hold and/or sell any assets/security/monies, lying in any account(s) standing in the Borrower name maintained with the Bank). This right of Bank shall be paramount, irrespective of any other lien or charge, present as well as future, on the deposits of any kind and nature (including fixed deposits) held/balances lying in any accounts of the borrower, whether in single name or joint name(s) of the borrower and on any monies, securities, bonds and all other assets, documents and properties held by/under the control of the Bank.
- e) The rights, powers and remedies available to the Bank under law and under these present, shall be exercised by the Bank through any of its employees or agent and the Bank may delegate any or all of the said powers and authorities to such employee or agent.
- f) The Borrower agrees that Borrower has fully read the terms and conditions and has tendered true and correct details for availing this PLOC facility.
- g) The PLOC limit will be activated within 90 days from the date of sanction and may be kept open at the sole discretion of the Bank subject to first salary credit in HSBC Saving Account. Based on internal credit policy, the Bank may at its sole discretion cancel the drawdown of the PLOC facility.
- h) The Bank shall have the right to recall this PLOC facility at any time at its discretion by serving an advance notice, and upon such recall, the facility and all other amounts stipulated by the Bank shall be payable forthwith. The Borrower agrees to be liable for all amounts due and all costs, charges, penalties, expenses, etc., incurred for any recovery and realisation proceedings in respect of the PLOC facility, including those by third party agents appointed by the Bank.
- i) The Borrower agrees that the Bank may not grant line of credit disburse at any time, any amount under the PLOC facility unless all the conditions stipulated in the sanction letter issued to the customer and any other formalities as prescribed by the Bank, are complied with, in the sole discretion of the Bank.
- j) If at any time the Bank is of the opinion that any documentation or the value of the security provided under the terms of sanction of the PLOC is not adequate or sufficient for the purpose of securing the due repayment of the facility, and monies due thereon, the Bank shall be entitled to call for execution of necessary documentation by notice in writing and the Borrower shall be bound to comply with the said notice.

6) Annual Review of the facility

PLOC facility shall be in the nature of continuing credit facility valid, at the sole discretion of the Bank, for a period of 12 (twelve) months commencing from the date of activation of limit assigned hereof and may be renewed thereafter on an annual basis on such terms and conditions, as the Bank may decide, at its sole discretion.

The Borrower understands that the sanctioned credit facility limit/MPD/may change as per the Bank's internal credit policy. Any such change would be updated by the Bank to the Borrower through a written communication.

IN WITNESS WHEREOF THE BORROWER HAS/HAVE EXECUTED THESE PRESENTS ON THE _____ DAY

OF _____ AT _____

Signed and delivered by the
Within named Borrower

Signed and delivered
By The Hongkong and Shanghai Banking Corporation Limited

Signature: (Borrower)

Authorized Signatory



To be filled only by HBAP Employees Only

Are you an HBAP employee? Yes No

For employees and Board of Directors in The Hongkong and Shanghai Banking Corporation Limited (HBAP) or HSBC Markets (Asia) Ltd. and relatives of the Board of Directors of HBAP or HSBC (Asia) Ltd., please indicate below whether you solely or jointly have any other unsecured facilities with HBAP sites and its subsidiary. Unsecured facility(ies) with the Bank Yes No

HBAP Sites	Unsecured Loan/Facility Type	Unsecured Loan/Facility Amount	Monthly Repayment Amount	Outstanding Amount

HSBC STAFF/PROSPECTIVE EMPLOYEE DECLARATION - AGGREGATE CREDIT FACILITIES

I. Hong Kong Banking Ordinance Section 83 and Section 85

Employees of HBAP and other HSBC Group financial institutions incorporated in HK should note carefully that the Hong Kong Banking Ordinance restricts aggregate unsecured facilities to any one of its:

- Employees to 1 year's salary (inclusive of Market Comparison Allowance, if applicable) [Section 85 of the Banking Ordinance]
- Directors (and their Relatives) or to employees responsible either individually or as a member of committee for approving loan applications (and their Relatives) to HKD1,000,000 currently equivalent to ₹70 lakhs [Section 83(2) of the Banking Ordinance]
- Any firm, partnership or non-listed company managed and controlled by an employee with lending authority or their relatives by virtue of section 83(6)

The lower of these limits will apply where relevant.

Hong Kong Banking Ordinance Definition - Section 85

- (1) An authorized institution shall not, without the written consent of the Monetary Authority given generally or in any particular case or class of case, provide to any one of its employees any facility specified in subsection (2) to an aggregate amount of such facilities in excess of one year's salary for the employee. (Amended 95 of 1991 s. 30; 42 of 1999 s. 10)
- (2) For the purposes of subsection (1) the following facilities are specified —
- (a) the granting, or permitting to be outstanding, of unsecured advances, unsecured loans or unsecured credit facilities including unsecured letters of credit; (Amended 95 of 1991 s. 30)
 - (b) the giving of unsecured financial guarantees; and
 - (c) the incurring of any other unsecured liability.

Definition of Income:

For the purpose of S85, the yearly salary must be calculated as gross salary plus fixed allowances (role based fixed allowance and any legal / mandatory / tax relief related fixed allowances). Variable pay, overtime, occasional allowances, reclaimed expenses, ad hoc payments attributed to awards, sales contests or recognition schemes, gifts, vouchers and personal investment income, rents or dividends must not be included in the income calculation

Definition Of Unsecured Facilities:

For the purposes of sections 83 and 85, unsecured means granted without security, or, in respect of any advance, loan or credit facility granted or financial guarantee or other liability incurred with security, any part thereof which at any time exceeds the market value of assets constituting that security; and security means such security as would, in the opinion of the Monetary Authority, be acceptable to a prudent banker.

II. Staff Declaration

I confirm having read and understood that the Hong Kong Banking Ordinance restricts the aggregate unsecured facilities granted by the Hongkong and Shanghai Banking Corporation Limited ('the Bank') to any of its employees to 1 year's salary [Section 85] #.

I confirm that I have complied with the above requirement and declare below all my other sole and joint unsecured facilities (including all other unsecured lending facilities that are applying at the same time of this application, solely or jointly) within HBAP sites and its subsidiary which is a Bank (including Hang Seng Bank) <please see appendix 1># For internal control purposes, the Bank has put in place limits on the maximum aggregate unsecured facilities at 90% of annual fixed salary, cap at HKD900,000 currently equivalent to ₹63 lakhs (spot rate of exchange applies for facilities denominated in other currencies) The lower of these limits will apply where relevant.

Candidate/Employee Name					
People Soft ID/Reference No					
Emp. ID/Staff ID					
Country Of Origin					
Nationality					
Primary Cust. ID	ID No. 1.	Other Cust. ID if any		ID No. 2.	
Other Cust ID if any	ID No. 3.	Salary Account No.			
Unsecured Facilities. E.g.: Credit Card/Personal Loans/ PLOC, etc.	Sr No.	Card No	Current Limit (₹)	Current O/s (₹)	Country Where Exposure Held
	1				
	2				
	3				
	4				
	5				

Secured Facilities. E.g.: Mortgages, etc.	Sr. No.	Account No.	Loan Amount (₹)	Current O/s (₹)	Country Where Exposure Held
	1				
	2				
	3				
	4				
	5				

Other Unsecured Loans(Festival Advance/ GP Loan/Vehicle Loan/ Overdrafts/House Repair Loans/Any other Unsecured loans with HSBC)	Sr. No.	Account No.	Loan Amount (₹)	Current O/s (₹)	Country Where Exposure Held
	1				
	2				
	3				
	4				
	5				

****Details of any lending products applied for (WIP) should also be mentioned above.**

Candidate/Staff Name	Candidate/Staff Signature	Date
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Appendix 1 (HBAP, its branches and wholly-owned & financed subsidiaries) for purpose of Hong Kong Banking Ordinance Section 85

<input type="checkbox"/> HBAP Hong Kong HBAP Branches: <input type="checkbox"/> HBAP Bangladesh <input type="checkbox"/> HBAP Brunei <input type="checkbox"/> HBAP India <input type="checkbox"/> HBAP Indonesia <input type="checkbox"/> HBAP Japan <input type="checkbox"/> HBAP Korea <input type="checkbox"/> HBAP Macau <input type="checkbox"/> HBAP Malaysia LBU <input type="checkbox"/> HBAP Mauritius <input type="checkbox"/> HBAP Philippines	<input type="checkbox"/> HBAP Singapore <input type="checkbox"/> HBAP Sri Lanka <input type="checkbox"/> HBAP Maldives <input type="checkbox"/> HBAP Taiwan <input type="checkbox"/> HBAP Thailand <input type="checkbox"/> HBAP UK <input type="checkbox"/> Hongkong Shanghai Secs Seoul Branch <input type="checkbox"/> HBAP Australia <input type="checkbox"/> HBAP New Zealand <input type="checkbox"/> HBAP Vietnam	HBAP Wholly-owned & financed Subsidiaries: <input type="checkbox"/> FEPC Leasing Ltd <input type="checkbox"/> HSBC Asia Pacific Holdings (UK) Limited <input type="checkbox"/> HSBC Capital limited <input type="checkbox"/> HSBC Daisy Investments (Mauritius) Ltd <input type="checkbox"/> HSBC Iris Investments (Mauritius) Ltd <input type="checkbox"/> HSBC Securities Investments (Asia) Limited <input type="checkbox"/> HSBC Violet Investments (Mauritius) Ltd <input type="checkbox"/> Wayhong Bahamas Limited Note: Though not part of HBAP, S65 restrictions also apply to HSBC Global Services (Hong Kong) Limited.
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Bank use section

Does the customer have or are they applying for one lower risk product? (Excluding credit cards) Yes No

Is the customer applying for or already has a Credit Card only product Yes No

Is the customer applying for or already have Minimum Risk Insurance products only? Yes No

State the number of HSBC credit cards held by the customer: _____

Note: If customer has 5 or more cards, complete full CDD.

Walk-in/Face to face sourcing: Yes No

Channel Type – Branch MSF Contact Centre

Does the Jurisdiction of Tax Residency appear inconsistent with the Customers residential address(es), correspondence address(es) and nationality/Citizenship or TIN provided? Yes No

Has the Customer's Identity been verified in line with the required standards and have true copies of the original documents been obtained? Yes No

Is the customer able to provide required ID? Yes No

Specify category of special circumstances

- Benefit or Social Welfare claimants
- Individual in care homes/sheltered accomodations/ refuge
- Individuals on probation
- Prisoners
- Students
- Minors
- Individual who lack the capacity to manage their own affairs
- Economic Migrants
- Refugees
- Asylum seekers
- Other _____

Is a CDD Risk Acceptance request required to be submitted to Business and FCC? Yes No

Was the CDD Risk Acceptance request approved by Business Risk/FCC? Yes No

Will the Customer be premier Top Tier (to identify HNWI)? Yes No

Is a manual EDD trigger required for the customer? Yes No

What are the categories of Products the customer is opening?

- ATM or Debit Card
- Credit Cards
- Current A/c
- Savings A/c
- Fixed Term Loan-Unsecured

Confirm the purpose of opening the account(s) is consistent with the expected account activity and the Customer's profile, including their Source of Funds and Source of Wealth (where applicable)? Yes No

Provide the rationale for the upwards revision of the risk rating and any other relevant information that you wish to note in relation to the Customer that may affect their application? _____

Why is the Customer applying for an account in a country/territory which is not their country of residence? _____

KYC completed and Account record checked by (To be checked by the account opening staff)

Employee name _____ Employee Designation _____

CEP code/category (A/B/C) _____

Employee Signature

Date of submission of all documents

Staff number

Your branch _____

Your cluster _____

Name of HSBC Relationship Manager _____

HSBC Secondary Relationship Manager code _____

For MSF/Branch Channels - KYC completed and account opening authorised by (Branch Manager/Regional Head/Designated AOA details)

AAA aligned to customer profile Yes No

I have verified the name of the customer on AOF with the KYC documents provided and confirm that it meets the standards of CDD.

I also hereby confirm that customer's photo on PI and PA (if photo ID) matches with the photo on AOF Yes No

Branch Manager/Regional Head name _____

Branch Manager/Regional Head staff number

Branch Manager's/Regional Head's signature

Bank Copy

Acknowledgement

Personal Line of Credit Application Received on _____ (DD/MM/YYYY)

Complete document set* received on _____ (DD/MM/YYYY)

File Reference No. _____

Sales Representative Signature

Applicant Signature

*Please note that documents and the application form submitted will be treated as a property of the Bank and will not be returned to the applicant.

Customer Copy

Acknowledgement

Personal Line of Credit Application Received on _____ (DD/MM/YYYY)

Complete document set* received on _____ (DD/MM/YYYY)

File Reference No. _____

Sales Representative Signature

Applicant Signature

*Please note that documents and the application form submitted will be treated as a property of the Bank and will not be returned to the applicant.

