

## **Section 1: General Conditions of AssetLink**

### **1.1 Definitions and interpretation**

Terms used in this document (including the Appendices) are defined in Appendix 1. The rules for interpreting the provisions of this document are also set out in Appendix 1.

### **1.2 Available Features and Benefits**

We may offer an AssetLink with such features and on such terms and conditions as we may specify from time to time. We may vary the features and scope of AssetLink from time to time.

### **1.3 Classifications**

1.3.1 We may set Classifications of AssetLink with different Features. The Features may include preferential terms, preferential interest rates, higher valuation or special promotions.

1.3.2 We may introduce new Classifications, vary or withdraw any existing Classifications, or vary the Features of a Classification of an AssetLink from time to time.

### **1.4 Tier Pricing/Special Offers**

In respect of a Personal Loan availed by you from us, we are the Lender and you are the Borrower. Other types of relationship may arise between us depending on the Services provided.

1.4.1 We may set or vary the criteria that you have to fulfil in order to remain in a Tier or to enjoy the Features associated with that Tier. The criteria may include the value of the security/ies used as collateral by you with us or the amount of credit facilities granted by us to you. The updated criteria and other details about the Tiers are available from us upon request. Your use or enjoyment of a Feature may also be governed by further terms and conditions applicable to that Feature.

1.4.2 The Features available to you and the fees and charges payable by you may vary by reference to the Tier allocated to you.

1.4.3 We will notify you of an allocation, variation or withdrawal of a Tier through best possible and reasonable means. Upon allocation of a new or varied Tier by us, you become bound by all the terms and conditions governing the use or enjoyment of the Features associated with that Tier.

1.4.4 The terms and conditions relating to a Feature or Tier prevail over the provisions of these Terms and Conditions if there is any inconsistency between them concerning that Feature or Tier.

### **1.5 Bank-customer relationship**

In respect to the AssetLink availed by you from us, we are the Lender and you are the Borrower. Other types of relationship may arise between us depending on the Services provided.

### **1.6 Termination of AssetLink**

1.6.1 Subject to the provisions of the AssetLink contract/s between us, you may terminate your AssetLink by giving us prior written notice of such period as we may accept subject to costs of pre-terminating the loan, as applicable, which shall be for your account.

1.6.2 Without limiting or reducing our termination right under Clause 1.6.1, we may suspend or terminate all or any part of the Services and your AssetLink if any of the following events occurs or continues for which you will be duly notified:

- a. you fail to pay any amount due and payable by you or perform any other obligations in relation to your AssetLink or you breach any of the provisions of these Terms and Conditions or the Applicable Regulations;
- b. a petition/action for bankruptcy, insolvency, receivership or liquidation or any analogous petition/action proceeding is filed by/against you;
- c. a legal order or request is binding on the AssetLink maintained by you with us;
- d. any other event (including any Applicable Regulations) which, in our opinion, renders suspension or termination of your AssetLink

- 1.6.3 If all or any part of your AssetLink is suspended or terminated for any reason whether by you or by us, we have the right to do any of the following:
- a. cancel any Instruction that we have not executed at the time of suspension or termination;
  - b. complete any transaction that we have effected on your behalf before suspension or termination; or
  - c. exercise any of our rights under Clause 1.7.
  - d. Even after the suspension or termination of all or any part of your AssetLink, you remain responsible for performing and discharging any of your obligations or liabilities created or accrued before suspension or termination.

## 1.7 Our right to debit your accounts; set-off

- 1.7.1 In addition to and without limiting or reducing any of our rights at law, in equity or under any agreement, we are entitled without prior notice:
- a. to debit any amount payable by you to us (including any fees or expenses) from any Account or any other account maintained by you with us. If any debit causes the relevant account to be overdrawn, you are liable to repay the outstanding amount to us on demand together with interest accruing on the outstanding amount at such rate as we may specify
  - b. to withhold, combine or consolidate the balance on any or all of your accounts maintained with us and set off or transfer any moneys towards settlement of any amount whether actual or contingent, present or future (including any fees or expenses) owing by you (and whether owing by you solely or jointly with any other person) to us in connection with your AssetLink or otherwise under these Terms and Conditions; and
  - c. to refuse to repay you any moneys in any currency standing to the credit of any or all of your accounts maintained with us (including any Account) when due or on demand by you if and to the extent that such moneys are less than such amount owing by you to us.
- 1.7.2 Our rights under Clause 1.7.1 will not, subject to Applicable Regulations, be limited or reduced by your death or legal incapacity.

## 1.8 Your data and information

Terms used in this Clause 1.8 shall have the following meanings:

**"Authorities"** includes any judicial, administrative, public or regulatory body, any government, any Tax Authority, securities or futures exchange, court, central bank or law enforcement body, or any of their agents with jurisdiction over any part of the HSBC Group.

**"Compliance Obligations"** means obligations of the HSBC Group to comply with: (a) Laws or international guidance and internal policies or procedures, (b) any demand from Authorities or reporting, disclosure or other obligations under Laws, and (c) Laws requiring us to verify the identity of our customers.

**"Connected Person"** means a person or entity (other than you) whose information (including Personal Data or Tax Information) you provide, or which is provided on your behalf, to any member of the HSBC Group or which is otherwise received by any member of the HSBC Group in connection with the provision of the Services. A **Connected Person** may include, but is not limited to, any guarantor, a director or officer of a company, partners or members of a partnership, any "substantial owner", "controlling person", or beneficial owner, trustee, settler or protector of a trust, account holder of a designated account, payee of a designated payment, your representative, agent or nominee, or any other persons or entities with whom you have a relationship that is relevant to your relationship with the HSBC Group.

**"Controlling Persons"** means individuals who exercise control over an entity. For a trust, these are the settlor, the trustees, the protector, the beneficiaries or class of beneficiaries, and anybody else who exercises ultimate effective control over the trust, and for entities other than a trust, these are persons in equivalent or similar positions of control.

**"Customer Information"** means your Personal Data, confidential information, and/or Tax Information, or that of a Connected Person, including relevant information about you, or that of a Connected Person, your transactions, your use of our products and services, and your relationships with the HSBC Group.

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

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

“**Laws**” include any local or foreign law, regulation, judgment or court order, voluntary code, sanctions regime, agreement between any member of the HSBC Group and an Authority, or agreement or treaty between Authorities and applicable to HSBC or a member of the HSBC Group.

“**Personal Data**” means any information, whether recorded in a material form or not, (a) from which the identify of an individual is apparent or can be reasonably and directly ascertained by the entity holding the information, or when put together with other information would directly and certainly identify an individual, (b) about an individual’s race, ethnic origin, marital status, age, color, gender, health, education and religious affiliations, (c) referring to any proceeding for any offense committed or alleged to have been committed by such individual, the disposal of such proceedings, or the sentence of any court in such proceedings, and (d) issued by government agencies peculiar to an individual which includes, but not limited to, social security numbers and licenses.

“**Services**” includes (a) the opening, maintaining and closing of your bank accounts, (b) providing you with credit facilities and other banking products and services, processing applications, credit and eligibility assessment, and (c) maintaining our overall relationship with you, including marketing services or products to you, market research, insurance, audit and administrative purposes.

“**Substantial Owners**” means any individuals entitled to more than 10% of the profits of or with an interest of more than 10% in an entity either directly or indirectly.

“**Tax Authorities**” means Philippine or foreign tax, revenue or monetary authorities (for example, Her Majesty’s Revenue and Customs).

“**Tax Certification Forms**” means any forms or other documentation as may be issued or required by a Tax Authority or by us from time to time to confirm your tax status [or the tax status of a Connected Person].

“**Tax Information**” means documentation or information about your tax status and the tax status of any owner, “controlling person”, “substantial owner” or beneficial owner.

“**We**”, “**Our**” and “**Us**” refer to **The Hongkong and Shanghai Banking Limited** and/or **any member of HSBC Group**.

Reference to the singular includes the plural (and vice versa).

### 1.8.1 Collection, Processing and Sharing of Customer Information

These clauses explain how we will use your information and that of Connected Persons. By using the Services, you agree that we and members of the HSBC Group shall use Customer Information in accordance with such clauses.

Customer Information will not be disclosed to anyone (including other members of the HSBC Group), other than where:

- We are legally required to disclose;
- We have a public duty to disclose;
- Our or a third party’s legitimate business purposes require disclosure;
- The disclosure is made with your consent; or
- It is disclosed as set out in this clause.

#### **Collection**

We and other members of the HSBC Group may collect, use and share **Customer Information**. **Customer Information** may be requested by us or on our behalf or that of the HSBC Group, and may be collected from you directly, from a person acting on your behalf, from other sources (including from publically available information), and it may be generated or combined with other information available to us or any member of the HSBC Group.

## Processing

Customer Information will be processed, transferred and disclosed by us and/or members of the HSBC Group in connection with the following Purposes

- a. the provision of Services and to approve, manage, administer or effect any transactions that you request or authorise,
- b. meeting Compliance Obligations,
- c. conducting Financial Crime Risk Management Activity,
- d. collecting any amounts due and outstanding from you,
- e. conducting credit checks and obtaining or providing credit references,
- f. enforcing or defending our rights, or those of a member of the HSBC Group,
- g. for our internal operational requirements or those of the HSBC Group (including credit and risk management, system or product development and planning, insurance, audit and administrative purposes),
- h. maintaining our overall relationship with you including marketing or promoting financial services or related products and market research (the "**Purposes**").

## Sharing

By using the Services, you agree that we may, as necessary and appropriate for the Purposes, transfer and disclose any Customer Information to the following recipients globally (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. any Authorities, in response to their requests;
- d. persons acting on your 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 you have an interest in securities (where such securities are held by us for you);
- e. any party to a transaction acquiring interest in, or assuming risk in, or in connection with, the Services;
- f. other financial institutions, credit reference agencies or credit bureaus, for the purposes of obtaining or providing credit references;
- g. any third party fund manager who provides asset management services to you;
- h. any introducing broker to whom we provide introductions or referrals;
- i. any party in connection with any HSBC business transfer, disposal, merger or acquisition,

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

## Customer/client obligations

You agree to inform us promptly, and in any event, within 30 days, in writing if there are any changes to Customer Information supplied to us or a member of the HSBC Group from time to time, and to respond promptly to any request from us or a member of the HSBC Group.

You must ensure that every Connected Person whose information (including Personal Data or Tax Information) you (or anyone else on your behalf) provided, or will from time to time provide, to us 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 these Terms before their information is provided. You must at the same time advise them that they have rights of access to, and correction of, their Personal Data.

Where:

- you fail to provide promptly Customer Information that we reasonably requested, or
- you withhold or withdraw any consents that we may need to process, transfer or disclose Customer Information for the Purposes (except for purposes connected with marketing or promoting products and services to you), or
- we have, or a member of the HSBC Group has, suspicions regarding Financial Crime or an associated risk,

we may:

- a. be unable to provide new, or continue to provide all or part of the, Services to you and reserve the right to terminate our relationship with you;
- b. take actions necessary for us or a member of the HSBC Group to meet the Compliance Obligations; and/or
- c. block, transfer or close your account(s) where permitted under local Laws.

In addition, if you fail to supply promptly your, or a Connected Person's, Tax Information and accompanying statements, waivers and consents, as may be requested, then we may make our own judgment with respect to your status, including whether you are reportable to a Tax Authority, and may require us or other persons to withhold amounts as may be legally required by any Tax Authority and paying such amounts to the appropriate Tax Authority.

You agree that We shall not be liable for any loss or damage arising from or incidental to our use, collection, processing and sharing of Customer Information, and any action we have taken in relation to this Clause 1.8.

### **1.8.2 Data protection**

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.

### **1.8.3 Financial crime risk management activity**

We, and members of the HSBC Group, are required, and may take any action to meet Compliance Obligations relating to or 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 you, or on your 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 your identity and status.

Exceptionally, our Financial Crime Risk Management Activity may lead to us delaying, blocking or refusing the making or clearing of any payment, the processing of your instructions or application for Services or the provision of all or part of the Services. To the extent permissible by law, neither we nor any other member of HSBC Group shall be liable to you or any third party in respect of any loss (however it arose) that was suffered or incurred by you or a third party, caused in whole or in part in connection with the undertaking of Financial Crime Risk Management Activity.

### **1.8.4 Tax compliance**

You acknowledge that you are solely responsible for understanding and complying with your 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 us and/or members of the HSBC Group. [Each Connected Person acting in their capacity as a Connected Person (and not in their personal capacity) also makes the same acknowledgement in their own regard.] Certain countries may have tax legislation with extra-territorial effect regardless of your [or Connected Person's] place of domicile, residence, citizenship or incorporation. Neither we nor any member of the HSBC Group provide tax advice. You are advised to seek independent legal and/or tax advice. Neither we nor any member of the HSBC Group have responsibility in respect of your tax obligations in any jurisdiction which they may arise including any that may relate specifically to the opening and use of account(s) and/or Services provided by us and/or members of the HSBC Group.

### **1.8.5. Miscellaneous**

In the event of any conflict or inconsistency between any of these Terms under Clause V and those in any other service, product, business relationship, account or agreement between you and us, these Terms shall prevail. Any consents, authorisations, HSBC requested waivers and permissions that already exist from you in relation to Customer Information shall continue to apply in full force and effect, to the extent permissible by applicable local law.

If all or any part of the provisions of these Terms become illegal, invalid or unenforceable in any respect under the law of any jurisdiction, that shall not affect or impair the legality, validity or enforceability of such provision in any other jurisdictions or the remainder of these Terms in that jurisdiction.

### **1.8.6. Survival upon termination**

These Terms shall continue to apply notwithstanding their termination, any termination by us or a member of the HSBC Group of the provision of any Services to you or the closure of any account.

## **1.9 Communications**

You agree that we may make use of any contact information provided by you and kept on our records (including address, telephone number and email address) from time to time to communicate with you (whether through letters, telephone calls, SMS, fax, email or other means).

## **1.10 Variation of terms**

We have the right to vary these Terms and Conditions (including fees and charges) and any other terms and conditions governing any Services, Features, your AssetLink or any Account from time to time by notice to you by way of display at our premises or in any manner we consider appropriate.

### **1.11 Limitation on our liability**

If you use any service (which may include any Service) provided by any other person not being our agent or nominee, we are not liable in any way for the quality of the relevant service or any action, claim, loss, damage or liability of any nature which you may suffer or incur arising from or in connection with any act or omission of that other person providing the service or any agent or third party service provider appointed by it.

### **1.12 Miscellaneous general provisions**

#### **1.12.1 Collection and recovering of debts**

We have the right to employ any person to assist us in collecting and recovering any outstanding or overdue amount owing by you to us, including collection agent or any other service provider.

#### **1.12.2 Recording**

In the course of providing the AssetLink, we (or any of our agents) may record Instructions or communications with you by tape, video or other means. We have the right to destroy these recording after such period of time as we consider appropriate.

#### **1.12.3 Microfilming or scanning**

We have the right to destroy any document or record relating to you, your AssetLink or any of the Services after microfilming or scanning it. We also have the right to destroy any microfilm or scanned document or record after such period of time as we consider appropriate.

#### **1.12.4 Our by-laws and practices**

In addition to these Terms and Conditions, your Personal Loan, the Services, the Features and other related matters are governed by the rules of Banko Sentral ng Pilipinas (BSP) and our by-laws, regulations and practices. We may draw your attention to them by way of display at our premises, advertisement or in any manner.

#### **1.12.5 Annual submission of documents**

In compliance with the Bangko Sentral ng Pilipinas (BSP) regulations, clients with existing Loan (includes Home Loan, Personal Loan and/or AssetLink) whose original loan balance is greater than Two Million Pesos (PHP2M) must submit their Income Tax Return (ITR) every year for the duration of the loan.

If you have previously submitted a Sworn Statement/Affidavit claiming exemption from Philippine Tax, please submit your latest ITR once the said sworn statement is no longer relevant due to a change in circumstance.

#### **1.12.6 Waivers and remedies**

No failure or delay by us in exercising any right, power or remedy will operate as a waiver of that right, power or remedy. Nor will any single or partial exercise preclude any other or further exercise of a right, power or remedy. Any right, power or remedy under these Terms and Conditions is intended to be cumulative and in addition to any other right, power or remedy we have at law or in equity.

#### **1.12.7 Partial invalidity**

If any provision of these Terms and Conditions is or becomes illegal, invalid or unenforceable under any Applicable Regulations, such illegality, invalidity or unenforceability does not affect any other provision which remains in full force, validity and effect.

#### **1.12.8 Appointment of agent or nominee**

We may appoint any other person (such as service provider or sub-contractor) as our nominee or agent to perform any of the Services for us. For that purpose, we may delegate any of our powers to and you authorise us to disclose or transfer any information relating to you, your AssetLink or the Services to that person. Subject to Clause 1.12, we remain liable to you for the negligence or wilful default of any person appointed by us under this clause as if we performed the relevant Services ourselves.

#### **1.12.9 Assignment by us or by you**

We may at any time assign or transfer any or all of our rights and obligations to any person without your agreement. You are not allowed to assign or transfer any of your rights or obligations to any person unless with our prior written agreement.

#### **1.12.10 Governing law**

These Terms and Conditions are governed by and will be construed according to Philippine laws.

### 1.12.11 Jurisdiction

You submit to the exclusive jurisdiction of the courts of the Philippines regarding any matter arising from and/or incidental to these Terms and Conditions.

## Section 2: Operations of AssetLink

### 2.1 Interest

2.1.1 We have the right to set or vary the interest rate at which interest on a credit facility accrues from time to time.

2.1.2 The interest per annum shall be computed on the basis of the actual number of calendar days in a year and the actual number of days elapsed from the date hereof.

### 2.2 Fees, expenses and commissions

2.2.1 There are corresponding fees for providing the AssetLink, requesting a Service or effecting an Instruction or from time to time which shall be for your account. A list of our fees is available on our website.

2.2.2 A processing fee will be charge for accounts that will not maintain their AssetLink for at least 6 months.

2.2.3 For every failure to pay fully each installment on or before the due date, a penalty shall be charged against all overdue amounts.

2.2.4 We may set or vary the basis for calculating any fee charged in relation to a credit facility or financial accommodation.

### 2.3 Amortization Schedule

An Amortization Schedule Table will be provided on the drawdown date which will state the loan maturity date, the first instalment due date and the number of consecutive principal and interest instalments.

The Terms and Conditions in the Promissory Note, Disclosure Statement and such other documents executed by the Borrower and his co-borrower/s shall prevail over the provisions of these Terms and Conditions if there is/are any inconsistency/ies between them.

I hereby affirm and acknowledge that I carefully read and understood all the stipulations on this Note. I signify my agreement to be bound by the Terms and Conditions stated above and acknowledge receipt of a copy of these Terms and Conditions.

BORROWER:



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Signature over Printed Name



## Appendix 1 Definitions and Interpretations

### 1. Interpretation

- a. Unless the context requires otherwise, in these Terms and Conditions:
  - (i) any reference to a "Section", "Clause" or "Appendix" is a reference to a section, clause or appendix of these Terms and Conditions;
  - (ii) any reference to these Terms and Conditions, an agreement or document is a reference to the same as amended, varied or supplemented from time to time;
  - (iii) any reference to an Applicable Regulation is a reference to the same as amended, re-enacted or in effect from time to time; and
  - (iv) a singular expression includes the plural and vice versa, and reference to a gender includes any gender.
- b. All Appendices form part of these Terms and Conditions.
- c. Headings in these Terms and Conditions are for ease of reference only and do not affect the interpretation of these Terms and Conditions.

### 2. Definitions

Unless we specify or the context requires otherwise, the following terms in these Terms and Conditions have the meanings set out below.

**Account** means any Savings Account, Current Account, Time Deposit Account and any other bank account.

**Applicable Regulation** means any law, regulation or court order, or any rule, direction, guideline, code, notice or restriction (whether or not having the force of law) issued by any Authority or industry or self-regulatory body, whether in or outside the Philippines, to which we or you are subject or with which we or you are expected to comply from time to time.

**Authority** means any regulatory authority, governmental agency (including tax authority), clearing or settlement bank or exchange.

**Features** means any Services, rewards, benefits, privileges, promotions and the likes associated with a Tier.

**HSBC Group** means HSBC Holdings plc, its affiliates, subsidiaries, associated entities and any of their branches and offices (together or individually), and "**member of the HSBC Group**" has the same meaning.

**Instruction** means any instruction in relation to the Master Account, any Account or Service given in any form or by any means accepted by us from time to time which may include fax, telex, telephone, etc.

**Person** includes an individual, sole proprietorship, partnership, firm, company, corporation or unincorporated body of persons.

**Service** means any service which we may provide or procure in relation to your AssetLink or a Tier, including credit facility, investment service and account service.

**Tier** means a tier which we may designate and allocate to you which allows you to enjoy the Features associated with that tier.

**You or your** means each person in whose name the AssetLink is maintained or to whom a Service is provided and, where the context permits, includes any individual authorised by you to give Instructions relating to the AssetLink.