

Philippines Country Conditions

The following terms amend and/or supplement the Relationship Documents which shall apply to the provision of Services by the Bank to the Customer in the Philippines only ("**Philippines Country Conditions**").

1 Operation of Accounts

The Customer expressly waives the provisions of Article 1250 of the New Civil Code and agrees to the value or rate as may be determined by the Bank.

2 Dormancy of Accounts

The Bank shall have the right to suspend the product or service provided to the Customer due to inactivity of the overall banking relationship with the Bank for at least one (1) year for Current Accounts and two (2) years for Savings Accounts from the last transaction provided that reactivation including availment of new products and services may only be allowed subject to prior submission of an up-to-date information and documentation as may be prescribed by the Bank from time to time.

3 Transfers and Payments

In addition to Clause 4 of the Master Services Agreement, the Customer agrees to authorise the Bank, in its sole discretion but without any obligation, to transfer sums from any of the Account(s), to ensure that the balances in their Account(s) are maintained at a level specified by the Bank from time to time or to sufficiently cover or honour any cheque drawn, or any debit, against the Account(s). Only collected, cleared and unencumbered funds credited to the Account(s) shall be available for transfer to their other Account(s). The Customer agrees that the Bank shall not be held responsible or liable for any Loss that may result from the exercise of its discretion not to effect the transfer.

4 Representations, Warranties and Undertakings

Where multiple Customer Parties acting pursuant to an arrangement without separate legal capacity (such as participants in an unincorporated joint venture) are identified on an Application Form as joint holders of an Account and/or joint recipients of the Services, each Customer Party undertakes and agrees that:

- (a) it shall be jointly and severally liable with each Customer Party for any obligation owed by the Customer to the Bank or any other member of the Group under the Relationship Documents;
- (b) any demand, notice, agreement, Instruction or Communication given by the Bank to one or more Customer Parties, or received by the Bank from one or more Customer Parties, in connection with the Relationship Documents will be deemed to be a demand, notice, agreement, Instruction or Communication (as the case may be) given to or received from all Customer Parties;
- (c) if the Bank becomes aware of or reasonably suspects a dispute between any of the Customer Parties, the Bank may decline to act on any Instruction until all Customer Parties have confirmed the Bank's authority to act on it in form and substance satisfactory to the Bank; and

- (d) to the extent any Customer Party ceases to exist for any reason, the Relationship Documents shall continue to bind the remaining Customer Parties.

"Customer Party" means an entity or person holding an Account or receiving the Services identified as a customer on an Application Form, and includes an entity acting pursuant to an arrangement without separate legal capacity that is identified as a customer on an Application Form, and, where there is more than one Customer Party, refers to the Customer Parties jointly and severally. Where such arrangement without separate legal capacity has been identified as a customer on an Application Form, the definition of "Customer" in the Master Services Agreement shall also include such Customer Party (as applicable).

This provision shall supersede any contrary terms in all other executed documents between the Customer and Bank, in relation to the Services.

5 Amendments

The first paragraph of the Amendments and Assignment Clause of the Master Service Agreement shall be amended such that the Bank shall provide public notice of any amendments to the Relationship Documents to the Customer no less than 60 days prior to implementation and such amendments shall become effective on the expiry of such 60-day period.

6 Indemnity for Electronic Instructions

The definition of instructions in the Master Services Agreement shall be supplemented to include any communication and/or instruction received by the Bank in relation to any service or product provided by the Bank to the Customer, received from or purportedly sent by person(s) authorised by the Customer to act on its behalf in connection with such service or product.

7 BSP Regulations on Financial Customer Protection

The Bank is an entity regulated by the Bangko Sentral ng Pilipinas (BSP). You may get in touch with the BSP Consumer Empowerment Group through their Email at consumeraffairs@bsp.gov.ph or Webchat at <http://www.bsp.gov.ph>.

Deposits are insured by the Philippine Deposit Insurance Corporation (PDIC) up to a maximum amount of One Million Pesos (PHP1,000,000.00) per depositor or such other amount as may be mandated by PDIC or by law.

PDIC shall recognize the registered owner/holder of a Legitimate Deposit in the books of the bank as the deposit entitled to deposit insurance, except where the records of the Bank show that the Legitimate Deposit is maintained in the same right and capacity for the benefit of another depositor, in which case PDIC shall recognize the latter as the beneficial owner of the account entitled to deposit insurance.

Philippines Country Conditions - eTax

- 1** The Bank allows the Customer to make tax payments directly to the BIR via electronic fund transfer and monitor online tax payments made through the system.
- 2** The Bank shall only receive payments of those taxes allowed by the BIR under the EFPS system as specified under the guidelines issued by the BIR.
- 3** The Bank shall validate and process electronic payment instructions only until the daily cut-off time of 7:00PM.
- 4** The Bank shall not be liable for the Customer's failure to electronically pay its taxes if the Customer is unable to access the HSBCnet E-Tax facility or the required BIR Tax Returns/Forms are not yet available in EFPS. In the event that the HSBCnet E-Tax facility is unavailable, or the BIR Tax Returns/Forms required by the Customer are not yet available in EFPS, the Customer may manually or electronically pay its obligation at any of the BIR Accredited Authorized Agent Banks (AABs).
- 5** The Customer's taxes shall be deemed paid once the Customer receives a Confirmation Number from the HSBCnet E-Tax under Priority Payment and the Customer's corresponding HSBCnet E-Tax Funding Account has been debited for the corresponding payment.
- 6** The Customer confirms that it has read the e-Payment Procedures and/or Guidelines of the eFPS available on the eFPS site before signing this Agreement.
- 7** Any discrepancy between the taxes due and the debited amount shall be resolved by the Customer with the BIR.
- 8** The Customer shall be solely liable in cases where there is an erroneous debit instruction of an account or any other erroneous datum or information indicated in the HSBCnet E-Tax facility where such erroneous instruction, datum or information results in a claim or complaint by any party against the Bank. The Customer hereby warrants the correctness of the instructions, data and information in every EFPS instruction submitted to the Bank, and any error discovered therein or which results therefrom in the course of the Bank's performance of the agreed service under this Agreement shall automatically be attributable to the Customer alone and shall remain its sole liability.
- 9** The Customer holds the Bank and other members of the Bank as well as any of its officers and representatives free and harmless from any and all liabilities, claims, demands, suits of whatever nature, arising out of or in connection with the implementation of this arrangement, including any and all errors and/or omissions inadvertently committed resulting to the Bank's failure to affect any payment transaction that the Customer undertakes via the HSBCnet E-Tax facility.