

Notice to Customers and Connected Persons

Collection, Use and Disclosure of Information

The customer and Connected Persons (signatories, directors, officers, owners and shareholders) acknowledge and agree that Customer Information, as described below, may be collected, used, stored, processed, transferred and disclosed by HSBC Bank Canada ("HSBC") and members of the HSBC group including HSBC Holdings plc, its affiliates, subsidiaries, associated entities, and their branches and offices (together or individually) (collectively, "**HSBC Group**" or "**Member of the HSBC Group**") according to these provisions.

"Customer Information" means:

- Personal information about an identifiable individual ("**Personal Information**")
- Confidential information of the customer
- Tax information respecting the customer and Connected Persons, including documentation or information relating, directly or indirectly, to the tax status of the customer and Connected Persons, including evidence of tax residence, place of organization, tax domicile, tax identification number, filings for tax-related purposes, residential address, age, date of birth, place of birth, nationality, and citizenship ("**Tax Information**")

1(a) (i) **Collecting:** HSBC or someone acting on behalf of HSBC or the HSBC Group may request and collect Customer Information:

- from the customer
- from persons acting on the Customer's behalf and from persons associated with the customer, such as signatories, directors, officers, owners, and shareholders ("Connected Person")
- from other sources (including publically available information)

This information may be generated or combined with other information available to HSBC or other Members of the HSBC Group.

(ii) **Purpose for Collecting, Using, Processing, Transferring and Disclosing:** HSBC and other Members of HSBC Group will collect, use, process, transfer, and disclose Customer Information for the following purposes (the "**Purposes**"):

- providing the customer with services (including opening, closing, maintaining and operating accounts, credit facilities, and other banking products and services, and maintaining the Customer's relationship)
- meeting compliance obligations, including laws and international guidance, internal policies and procedures, and directions, guidelines and requirements of judicial, administrative, public, or regulatory bodies, as well as governments, tax, revenue and monetary authorities, examiners, monitors, securities or futures exchanges, courts, central banks or law enforcement bodies ("**Authorities**") with jurisdiction over any part of the HSBC Group and their agents (collectively, "**Compliance Obligations**")
- conducting financial crime risk management activity required to meet Compliance Obligations (as described above) relating to detecting, investigating and preventing financial crime, including money laundering, terrorist financing, bribery, corruption, tax evasion, fraud, predicate offences to money laundering, violations and evasion of country or economic or trade sanctions. It also includes acts or attempts to circumvent or violate laws (including local and foreign laws, regulations, sanctions regimes, judgments, court orders, voluntary codes, industry rules, protocols, guidance or direction provided by regulators, examiners and similar authorities and agreements and treaties with or

between Authorities that apply to HSBC or a Member of the HSBC Group. Financial crime risk management activity (collectively, **"Financial Crime Risk Management Activity"**) also includes:

- screening, intercepting, and investigating payment instructions, instruments, communications, drawdown requests, applications for services, payments sent to, by customer or on Customer's behalf
 - Investigating who sent, received or was intended to receive funds
 - Combining Customer Information with other information that HSBC Group has
 - Obtaining information about, making enquiries about, and investigating the status or identity of the Customer and Connected Persons, including whether they are or have been subject to investigation, prosecution or sanctions
 - collecting amounts owing by the customer to HSBC or any Member of the HSBC Group whether in connection with an account, services, credit facility or any other reason from time to time and the costs incurred to collect amounts owing;
 - conducting credit checks and obtaining or giving credit references
 - enforcing or defending the rights of HSBC or the HSBC Group
 - for internal operations of HSBC or the HSBC Group (including credit and risk management, system or product development, and market research, insurance, audit, administration, security, statistics, processing, transfer and storage of records)
 - maintaining HSBC's relationship with the customer including marketing or promotion
- (iii) **Sharing:** HSBC may transfer and disclose Customer Information to the recipients below and they may also collect, use, process, transfer, and disclose Customer Information, as necessary and appropriate for the Purposes:
- Members of the HSBC Group
 - sub-contractors, agents, service providers, or associates of the HSBC Group (including their employees, directors, and officers)
 - Authorities
 - persons acting on customer's behalf, payment recipients, beneficiaries, account nominees, intermediaries, correspondent and agent banks, clearing houses, clearing or settlement systems, market counterparties, upstream withholding agents, swap or trade repositories, and stock exchanges
 - parties to a transaction acquiring an interest in, or assuming risk in, or in connection with, services and in connection with any HSBC business transfer, disposal, reorganization, merger or acquisition
 - financial institutions, credit agencies, or credit bureaus to obtain or give credit reports and/or credit references
 - subject to industry regulations, to brokers or insurers
 - Government registries and financial industry databases (who may share information with others)
- wherever they are located, including in jurisdictions with different laws, that may include less strict data protection laws than those in the jurisdiction where HSBC Bank Canada supplies services to the customer.

- (iv) Before the customer or any person acting on behalf of the customer gives HSBC or a Member of the HSBC Group information (including Personal Information or Tax Information) about a Connected Person, Customer must:
- advise the Connected Person that the customer is giving HSBC (or a Member of HSBC Group) their information;
 - ensure the Connected Person consents and agrees that HSBC (or a Member of HSBC Group) and the customer may collect, use, process, disclose, and transfer their information as set out in these terms;
 - advise the Connected Person that they may have rights to access and correct their Personal Information which are further outlined in HSBC's Privacy Policy available at <http://www.hsbc.ca/1/2/personal/privacy>.

Customer acknowledges that it is responsible for any collection, use, sharing and disclosure of information of Connected Persons by the customer under this Agreement.

- (v) Without limiting any other provisions of this Agreement, if any of these things occur:
- customer fails to promptly give Customer Information HSBC reasonably requests
 - customer withholds or withdraws any consents required to collect, use, process, transfer, or disclose Customer Information for the Purposes (except for marketing and promoting)
 - the HSBC Group has suspicions about financial crime or an associated risk

HSBC may take any of these actions:

- decline to provide services to customer
- take actions to meet Compliance Obligations
- block, transfer, or close customer accounts
- terminate HSBC's relationship with the customer.

- 1(b) **Data protection:** In accordance with data protection legislation, Members of the HSBC Group, their staff, and third parties to whom information is transferred by HSBC, whether located in Canada or another country, are required to protect Customer Information by a strict code of secrecy and security.

- 2 **The customer acknowledges the above provisions supplement any other provisions and agreements agreed to by the customer.**