



Privacy Information for Connected Persons of Business Customers*

We believe that an important part of building a strong relationship with our Customers and with persons with an important connection to our Customers (a **Connected Person**), is by respecting privacy and being open and accountable about the information we collect.

Some common examples of a Connected Person are a signing officer, director, officer, beneficial owner, key controller, guarantor, trustee, beneficiary, person acting under a power of attorney, or authorized user of an account of a business, corporation, association or entity.

From time to time, we may collect information about Connected Persons so that we may better understand how, for whom and by whom our products and services are being used. This information may include name, address, date of birth, home phone number, occupation, social insurance number (in limited cases), government identification numbers and citizenship. We explain how we treat information about Connected Persons in the attached "Privacy Information and Consent for Connected Persons".

Connected Persons may receive this information directly from us, from our website, or from our Customer on our behalf. Please read it carefully, including the attached "Privacy Information and Consent for Connected Persons". **By providing information, either directly to us or through our Customer, Connected Persons consent to our treatment of their personal information as described in the attached "Privacy Information and Consent for Connected Persons"**. If information is provided through our Customer, we rely on the Customer's confirmation that they have obtained consent from their Connected Persons to provide the information to us and to our treatment of it.

** This outlines HSBC Bank Canada's (HSBC) Privacy Policy for individuals who are connected to our business customers. Please refer to HSBC's Privacy Code, available at www.hsbc.ca/privacy for information on our privacy policies for other individuals.*

For questions, concerns or complaints about the way in which information about Connected Persons is collected, used or disclosed by HSBC, please contact the Privacy Administrator found in each HSBC office, by telephone at 1-888-310-HSBC (4722) or by email at info@hsbc.ca. If the matter has not been resolved, please contact the HSBC Customer Relations Office by telephone at 1-888-989-HSBC (4722) or by email at customer_service@hsbc.ca. If the matter still has not been resolved, please contact the HSBC Office of the Privacy Officer at privacy_officer@hsbc.ca. The HSBC Privacy Code and this Privacy Information and Consent for Connected Persons, which applies to Connected Persons of business customers who obtain products for non-personal use, is available online at www.hsbc.ca/.

Privacy Information and Consent for Connected Persons

Definitions

The following terms used in this Consent mean:

“Account” means each account the Customer holds with HSBC from time to time.

“Authorities” includes judicial, administrative, public, or regulatory bodies, as well as governments, domestic or foreign tax, revenue or monetary authorities, securities or futures exchanges, courts, and central banks or law enforcement bodies with jurisdiction over any part of the HSBC Group. They also include agents of any of these bodies.

“Compliance Obligations” means the HSBC Group’s obligations to comply with:

- a. Laws or international guidance;
- b. Internal policies or procedures;
- c. Demands from Authorities; and
- d. Laws requiring verification of Customers’ or Connected Persons’ identities.

“Connected Person” includes any person with an important connection to a Customer whose information (including Personal Information or Tax Information) may be provided to HSBC or a member of HSBC Group in connection with providing or considering providing Services to a Customer.

“Consent” means this Privacy Information and Consent for Connected Persons.

“Customer” means an association or business entity, including a corporation, partnership, trust, or organization who has or is applying to have products and/or services (other than products and/or services offered for personal rather than business use) provided by HSBC or a member of the HSBC Group.

“Financial Crime” means money laundering, terrorist financing, bribery, corruption, tax evasion, fraud, and violation or evasion of economic or trade sanctions. It also includes acts or attempts to circumvent or violate Laws relating to these matters.

“HSBC” means HSBC Bank Canada and its subsidiaries.

“HSBC Group” and “Member of the HSBC Group” means HSBC Holdings plc, its affiliates, subsidiaries, associated entities, and their branches and offices (together or individually).

“Laws” includes local or foreign laws, regulations, judgments or court orders, voluntary codes, sanctions regimes, agreements between any member of the HSBC Group and an Authority, or agreements or treaties between Authorities that apply to HSBC or a member of the HSBC Group.

“Personal Information” means information about an identifiable individual and may include Tax Information, information about transactions, use of HSBC Services, and relationships with the HSBC Group.

“Services” includes:

- a. HSBC’s products and services, including Accounts and transactions;
- b. Opening, maintaining and closing Accounts; and
- c. Accessing and conducting transactions using HSBC’s products and services on behalf of a Customer, whether by electronic means or otherwise.

“Tax Information” means tax-related information including tax status information.

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

1. Collecting, using, processing, transferring and disclosing Personal Information

This section 1 explains how HSBC collects, uses, processes, transfers and discloses Personal Information about Connected Persons.

By using, accessing or supporting the Customer’s application for use of the Services, Connected Persons agree that HSBC and members of the HSBC Group can collect, use, process, transfer and disclose Personal Information according to these clauses:

1.1 Collecting. HSBC or someone on behalf of HSBC may request and collect Personal Information about Connected Persons:

- From the Customer,
- From a Connected Person or a person acting on their behalf, or
- From other sources (including from publicly available information).

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

1.2 Purposes for collecting, using, processing, transferring and disclosing. HSBC or other members of the HSBC Group will collect, use, process, transfer, and disclose Personal Information for the following purposes (collectively, the “Purposes”):

- a. Providing the Customer with Services, assessing the Customer’s initial or continued eligibility for Services, monitoring or assessing ongoing compliance with requirements for any Services, searching and filing in registries relevant to the Services, and enabling Connected Persons to access Services;
- b. Meeting Compliance Obligations;
- c. Conducting Financial Crime Risk Management Activity (as defined in clause 3.1);
- d. Collecting amounts due;
- e. Verifying ID, conducting credit checks and obtaining or giving credit references;
- f. Enforcing or defending HSBC’s rights or those of a member of the HSBC Group;
- g. For HSBC internal operations or those of the HSBC Group (including credit and risk management, system and product development and market research, insurance, audit, administration, security, statistical, processing, and transfer and storage of records);
- h. Maintaining or developing HSBC’s relationship with the Customer and Connected Persons, including marketing and promotional activities with additional optional consent (in clause 4.1); and
- i. Maintaining accurate records in connection with Accounts and other products and services.

1.3 Sharing. By using, applying for or supporting the application of a Customer for Services, Connected Persons agree that HSBC may transfer and disclose Personal Information to the recipients below (who may be located in other jurisdictions) and they may also collect, use, process, transfer, and disclose Personal Information, as necessary and appropriate for the Purposes:

- a. Members of the HSBC Group;
- b. Sub-contractors, agents, service providers, or associates of the HSBC Group (including their employees, directors, and officers);
- c. Authorities and government registries;
- d. The Customer or someone acting on behalf of the Customer, 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;

- e. Parties to a transaction acquiring interest in, or assuming risk in, or in connection with, the Services and in connection with any HSBC business transfer, disposal, reorganization, merger or acquisition; and
- f. Financial institutions, credit agencies, or credit bureaus to obtain or give credit reports or credit references and financial service industry databases (which may share information with other industry members);

wherever they are located, including in jurisdictions with less strict data protection laws than those in the jurisdiction where HSBC supplies the Services.

1.4 Recordings. Connected Persons consent to HSBC recording any telephone conversation or electronic communication with HSBC, and for HSBC to use these recordings for the following purposes:

- To have a record of instructions provided and information exchanged;
- To provide the Services requested or authorised; and
- To monitor service levels.

1.5 Connected Person Obligations. Connected Persons agree to inform HSBC promptly and in any event, within 30 days in writing if Personal Information provided to HSBC or a member of the HSBC Group changes and to respond promptly to any request made by HSBC or a member of the HSBC Group regarding confirmation or correction of Personal Information.

1.6 If any of these things occur:

- HSBC is not provided with Personal Information reasonably requested by it for the Purposes;
- Any consent required by HSBC to collect, use, process, transfer or disclose Personal Information is withheld or withdrawn; or
- HSBC or a member of the HSBC Group has suspicions about Financial Crime or an associated risk;

then HSBC may take any of these actions:

- a) Decline to provide new and existing Services, terminate, withdraw or cancel Services, including disabling access for Connected Persons to Services, and declining to enter into or continue a relationship with the Customer;
- b) Take actions to meet Compliance Obligations; or
- c) Block, transfer, or close Accounts.

In addition, if requested Tax Information is not provided to HSBC, HSBC may make decisions about tax status, make reports to Authorities, and withhold and pay amounts legally required by Authorities.

2. Data protection

In accordance with data protection legislation, all members of the HSBC Group, their staff, and third parties to whom information is transferred, whether located in Canada or another country, are required to protect Personal Information by a strict code of secrecy and security. Connected Persons acknowledge that where Personal Information is transferred to another country, it may be accessed by Authorities in that country in accordance with applicable Laws.

3. Financial Crime Risk Management Activity

3.1 HSBC, and members of the HSBC Group, are required to meet Compliance Obligations relating to detecting, investigating and preventing Financial Crime ("**Financial Crime Risk Management Activity**"). HSBC and members of the HSBC Group may take action to meet these Compliance Obligations, including:

- a. Screening, intercepting, and investigating instructions, communications, drawdown requests, applications for Services, or payments;
- b. Investigating who sent, received, or was intended to receive funds;
- c. Combining Personal Information with related information that HSBC Group has; and
- d. Screening, verifying ID, investigating and making enquiries and reports about the status or identity of Connected Persons, Customers and other persons, including whether they are or have been subject to investigation, prosecution or sanctions.

3.2 In rare cases, Financial Crime Risk Management Activity may lead HSBC to delay, block, or refuse to:

- Make (or clear) a payment,
- Process instructions or application for Services; or

- Provide all or part of the Services.

As far as the Laws permit, neither HSBC nor any other member of HSBC Group will be responsible or liable to a Connected Person, the Customer or a third party for its or their loss (however it arose) caused or partially caused by Financial Crime Risk Management Activity.

4. Privacy Consent Choices

4.1 Optional consent to use Personal Information for marketing and promotion. HSBC may also:

- a. Collect and use Personal Information and, where the Laws allow, to share it within the HSBC Group to identify and inform the Customer and Connected Persons of products and services provided by HSBC or the HSBC Group that may be of interest; or
- b. Collect and use Personal Information to promote products and services of select third parties that may be of interest.

The Customer and its Connected Persons may at any time refuse or withdraw consent to the above by visiting a branch or contacting HSBC at 1-888-310-HSBC (4722). This will not affect eligibility for credit or other products or services.

4.2 Social insurance number (SIN) and optional consent. The Canadian government requires that HSBC ask for SIN when necessary for tax reporting purposes. If a SIN is provided to HSBC, then HSBC and the HSBC Group will collect, use, and share the SIN for tax reporting purposes where this applies.

In addition, HSBC may also collect, use, and share the SIN for credit checks, to conduct Financial Crime Risk Management Activity, for collections, and for internal audit, security, statistical and record-keeping purposes. Connected Persons may at any time refuse or withdraw consent to use the SIN for these additional purposes (unless these additional purposes are required by Law) by visiting any branch or contacting HSBC at 1-888-310-HSBC (4722). This will not affect eligibility for credit or other products or services.

5. Information about accessing Personal Information

To access or correct Personal Information retained by HSBC, please call 1-888-310-HSBC (4722).

Connected Persons may contact the Customer or HSBC (see the contact information on page 1) with any concerns respecting their Personal Information.

6. General Terms

6.1 If there is a conflict or inconsistency between this Consent and the terms in other Services, products, business relationships, Accounts, or agreements, this Consent prevails. If a Connected Person previously provided HSBC with consents, authorizations, waivers or permissions, they continue to apply in full force and effect.

6.2 If some or all of the terms in this Consent become illegal, invalid, or unenforceable in any way under the Laws of any jurisdiction, that does not affect the legality, validity, or enforceability of the rest of this Consent in that jurisdiction.

6.3 This Consent continues to apply even if:

- An agreement for Services is terminated;
- HSBC or a member of the HSBC Group stops providing Services to the Customer or an Account is closed; or
- A person ceases to be a Connected Person.

6.4 A Connected Person may request this Consent in either English or French. Interpretation of this Consent will be governed by the Laws of Canada.

It is the express wish of the parties that this Consent and any related documents be drawn up and executed in English. *Il est de la volonté expresse des parties que cette convention et tous les documents s'y rattachant soient rédigés et signés en anglais.*