

HSBC Bank Canada

**BUSINESS INTERNET BANKING CUSTOMER AGREEMENT**

**▶ Customer Details**

Customer Name:	Contact Name:
Email Address:	Telephone Number:

**▶ Accounts**

Please indicate below which accounts to make available through Business Internet Banking. These accounts will be included in the Business Internet Banking profile.

**Primary Account:** \_\_\_\_\_ - \_\_\_\_\_ **Note:** All mailings will be sent to the address of the Primary Account.  
(Transit No.) (Base No.)

**Additional Accounts (must be same legal entity):**

Account Name	Transit No.	Base No.

If associate accounts (those of a separate legal entity) are to be added to the Business Internet Banking profile, complete a Customer Associate Agreement for each entity, and indicate the number of additional pages included below.

Number of additional pages included: \_\_\_\_\_

**▶ Services**

Please indicate below the services to be made available for Business Internet Banking.

**Service Bundle (select one):**

- |   |  |  |
|---|--|--|
| <input type="checkbox"/> <b>Enquiry Service</b><br>Account balance<br>Transaction history<br>Stop cheque<br>Cheque images | <input type="checkbox"/> <b>Basic Service</b><br>Account balance<br>Transaction history<br>Stop cheque<br>Cheque images<br>Beneficiary list/templates<br>Transfers between accounts<br>Bill payments | <input type="checkbox"/> <b>Full Service</b><br>Account balance<br>Transaction history<br>Stop cheque<br>Cheque images<br>Beneficiary list/templates<br>Transfers between accounts<br>Bill payments<br>Priority payments |
|---|--|--|

**Optional Services (additional documentation required):**

- Electronic Funds Transfer**       **Online Tax Filing Service**

**▶ Daily Transaction Limits**

Please indicate below the daily transaction limits to be applied for your Business Internet Banking profile. These are the daily limits for each transaction type for all accounts (including any customer associate accounts) combined in the Business Internet Banking profile. Additional account and User limits must be setup by the System Administrator(s).

	<input type="checkbox"/> Use default limits below:	<input type="checkbox"/> Change limits to:
Priority Payments:	CAD \$ 100,000.00	CAD \$ _____ . _____
Transfers:	CAD \$ 500,000.00	CAD \$ _____ . _____
Bill Payments:	CAD \$ 25,000.00	CAD \$ _____ . _____
Total Daily Transaction Limit:	CAD \$ 500,000.00	CAD \$ _____ . _____

## ▶ System Administrators

Please list the name and email address of each of the persons nominated as System Administrators as specified in Clauses 13.3 and 13.4 of the Terms and Condition. Please note that all System Administrators will have full authority, including the authority to appoint Users, for all accounts (including all associate accounts) in the Business Internet Banking profile. Each System Administrator must provide a unique email address, which will be used to deliver registration information.

<b>System Administrator 1 Name:</b>	<b>Email Address:</b>	<b>Signature:</b>
<b>System Administrator 2 Name:</b>	<b>Email Address:</b>	<b>Signature:</b>
<b>System Administrator 3 Name:</b>	<b>Email Address:</b>	<b>Signature:</b>
<b>System Administrator 4 Name:</b>	<b>Email Address:</b>	<b>Signature:</b>
<b>System Administrator 5 Name:</b>	<b>Email Address:</b>	<b>Signature:</b>
<b>System Administrator 6 Name:</b>	<b>Email Address:</b>	<b>Signature:</b>

HSBC recommends that System Administrators operate the System under dual control. If the actions that System Administrators are specifically entitled to undertake are required to be authorized by a second System Administrator, select the dual authority box. If System Administrators may take action without additional authorization, select the sole authority box. **Note:** For dual authority, at least two System Administrators must be nominated.

Sole Authority     Dual Authority

## ▶ Agreement Authorization

The Customer has taken all necessary action to authorize the entry into and performance of this Agreement; the person(s) who sign below have been duly authorized to sign the Agreement on behalf of the Customer; and the Agreement and such authorizations are in accordance with the applicable constitutional documents and other obligations of the Customer. In addition, notwithstanding any previous instructions regarding the Customer's accounts, the undersigned have also been duly authorized to appoint such other person(s) to give instructions to the Bank in respect to all matters regarding the System, accounts and the Services including, without limitation, subscribing for and withdrawing from any Services in relation to the System; and such other person(s) are authorized to further delegate their authority to give instructions to the Bank as is required to give effect to this Agreement and facilitate the Service.

Signed for and on behalf of the Customer:

<b>Authorized Signor Name</b>	<b>Date:</b>	<b>Signature:</b>
<b>Authorized Signor Name</b>	<b>Date:</b>	<b>Signature:</b>

Branch Use Only		
<input type="checkbox"/> P1 <input type="checkbox"/> P2 <input type="checkbox"/> P3 <input type="checkbox"/> Other Address ID Code (must be on file): _____	<input type="checkbox"/> B <input type="checkbox"/> C <input type="checkbox"/> D	
Service Charge Account: _____ - _____ - _____	<input type="checkbox"/> PCM Pricing Approval attached	
Branch/Transit:	Telephone:	Fax:
Branch Contact Name:	Branch Contact Signature:	

Approved by:

Name:	Signature:
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# Business Internet Banking Terms and Conditions (July 23, 2007)

## **1 INTRODUCTION**

- 1.1 The Customer wishes to use and receive Business Internet Banking provided by the Bank and the Bank is willing to make those Services available to the Customer.
- 1.2 The Customer and the Bank agree that such Services shall be supplied to and used by the Customer subject to the terms and conditions contained in this Agreement.
- 1.3 In this Agreement, the following terms and expressions shall have the meanings ascribed to them as stated below:

Access Control Procedures	The facilities and procedures used to control the operation of the System and other directions for the secure use of the System and the Services from time to time issued or made available by us in a user guide or other communication via the System or otherwise.
Agreement	This Business Internet Bank Customer Agreement including the Business Internet Banking Terms and Conditions, and schedules thereto, and any supplementary terms for the provision of the Services provided to you in writing and the Access Control Procedures, as may be modified from time to time in accordance with the provisions of this Agreement.
Bank (also we, us, our)	HSBC Bank Canada and HSBC Mortgage Corporation.
Customer (also you, your, yours)	The customer named in the 'Customer Details' section of this Agreement.
Customer Associate	(a) The associate companies of the Customer named in a Business Internet Banking Customer Associate Agreement or (b) the individual named in a Business Internet Banking Customer Associate Agreement (Individual).
Customer Instruction	Any advice, request, instruction or communication which is received by the Bank through the System.
HSBC Group	HSBC Holdings plc and its subsidiaries and associate undertakings, including the Bank and any of their branches.
Institution	(a) Any member of the HSBC Group (other than the Bank); and (b) any third party financial institution which the Customer has notified to the Bank should be treated as an Institution for the purposes of this Agreement.
Materials	Any content, tools or other materials (other than software) made available to you.
Services	Any electronic banking or related services supplied via the System and ancillary services that we provide, procure or make available to you from time to time, as may be further described in this Agreement.
Software	Any software supplied by us for use in conjunction with the System.
System	HSBC Group's Business Internet Banking system (including any Software) accessed via the portal at <a href="http://www.hsbc.ca">www.hsbc.ca</a> , <a href="http://www.hsbc.com">www.hsbc.com</a> or such other access points as we may notify you from time to time.
System Administrator	Your employee or agent empowered by you with either single or joint authority to appoint Users as set out in this Agreement.
User (s)	Any of your employees, agents and any other individual(s) authorized or purporting to be authorized by the Customer, whom from time to time are appointed to use the System pursuant to this Agreement, including any System Administrator.
User Terms	The terms and conditions relating to a User's use of the System from time to time issued or made available by us via the System and on request.

- 1.4 In this Agreement, references to the singular include the plural and vice versa and clause headings are included for the convenience only and do not affect its interpretation.

## **2 PROVISION OF SERVICES**

- 2.1 Subject to you complying with the instructions and procedures set out in this Agreement we will use reasonable efforts to make the Services available to you through your Users. Such Services will be subject to any notifications of any restrictions received by us relating to any such Users from time to time.
- 2.2 You shall communicate with us via your Users. You shall ensure your Users only use the System and the Services in accordance with all terms of this Agreement and agree to be bound by and observe the terms of this Agreement and the User Terms.
- 2.3 From time to time, we may make available to you enhancements, improvements and upgrades to the existing Services, which shall be governed by the provisions of this Agreement.
- 2.4 From time to time you may require or we may offer to you new services. We will provide to you in writing any terms applicable to those new services prior to making them available to you, which will form part of this Agreement. If you consent to receiving such new services, then your (or any of your Users') access to or use of any such new services shall be deemed to constitute your acceptance of any such terms.
- 2.5 We may, in our absolute discretion change, discontinue, supplement or amend all or any part of the System or Services from time to time without any prior notice or liability to you or any other person.

## **3 CUSTOMER INSTRUCTIONS**

- 3.1 We may treat all apparently valid Customer Instructions received by the Bank through the System as instructions properly authorized by you, even if made fraudulently and even if they conflict with the terms of any other instructions or mandates given by you at any time concerning your accounts or affairs. We shall be under no obligation to check the authenticity of Customer Instructions or the authority of the person or persons giving them.
- 3.2 We reserve the right not to act or to delay in acting upon any Customer Instruction, including where we reasonably believe that a Customer Instruction may lack proper authorization or that a breach of security, this Agreement, or other agreement we have with you has occurred. In that event, we will inform you as soon as is reasonably possible.
- 3.3 You are responsible for the accuracy and completeness of Customer Instructions (including the appropriate application of the Access Control Procedures) and for ensuring that they will achieve your intended purpose.
- 3.4 You are responsible for ensuring that Customer Instructions are transmitted correctly.
- 3.5 You will ensure that you or your Users access the System to verify that Customer Instructions have been correctly executed in a timely manner. We are not responsible or liable to you for any delay in executing a Customer Instruction.
- 3.6 Where permitted, we are entitled to debit your accounts, wherever they are situated and whenever they are opened, with any amounts that we have paid or incurred in accordance with a Customer Instruction.
- 3.7 As part of certain Services you may issue a Customer Instruction requesting us to forward certain information to third parties on your behalf. If we agree to act on such request, we will use reasonable efforts to forward any such information to the recipient and address specified in the relevant Customer Instruction within a reasonable time of receipt of such Customer Instruction. You must ensure that the information you ask us to forward is complete, accurate and will not give rise to any claim against us (including without limitation any claim in defamation, in relation to privacy or data protection or for infringement of any other third party rights).

## **4 DEALINGS WITH INSTITUTIONS**

- 4.1 You appoint us as your agent on your behalf to request any Institution to supply the System with information about you and your accounts and to use the System to instruct an Institution to give effect to a Customer Instruction.
- 4.2 We may appoint an agent or third party to provide some or all of the Services under this Agreement. Neither we nor any other member of the HSBC Group shall be liable for any loss (including loss of profit), damage, delay or failure to perform occasioned by the acts or omissions of any such third party or agent whether selected by us or you.
- 4.3 In order that an Institution may give effect to a Customer Instruction, you agree that we may, as your agent, agree with any Institution that where applicable the terms of this Agreement apply between you and that Institution.

## **5 CONFIDENTIALITY**

- 5.1 We and any other members of the HSBC Group may disclose information relating to you and your accounts to other members of the HSBC Group where we consider it necessary for the effective provision of the System or Service, or so that services may be processed for us or any other member of the HSBC Group in any country or jurisdiction. We may also disclose to other Institutions information regarding you and your accounts as may be necessary to give effect to Customer Instructions. Where we disclose information regarding you and your accounts to an Institution, we are not responsible or liable for the Institution's collection, use and further disclosure of that information.
- 5.2 You must keep confidential all information about the System and the Services contained in this Agreement and all information concerning your access to and use of the System and Services. You may only disclose such information to your Users or other employees or agents and then only to the extent strictly necessary for the proper use of the System and Services.
- 5.3 You represent and warrant that all employees and other persons whose personal or other data is transmitted, processed or otherwise handled in connection with the System have consented to such transmission, processing or other handling.

## **6 SECURITY PROVISIONS**

- 6.1 You agree to comply with the Access Control Procedures and any other reasonable instructions we may issue to you regarding the System's security. You agree it is your responsibility to set -up, maintain and regularly review security arrangements concerning your access to and use of the System and information stored on your computing and communications systems.
- 6.2 You confirm that you have assessed the security arrangements set out in this Agreement, and have determined that they are adequate to protect your interests.
- 6.3 You must notify us as soon as reasonably possible upon becoming aware of any actual or attempted unauthorized access to the System or any unauthorized transaction or attempt to execute an unauthorized transaction pursuant to this Agreement.
- 6.4 You must ensure that neither you, your Users nor your employees do anything during or after the term of this Agreement which may result in the security of the System, or the systems or security of any other HSBC Group customers, being compromised.
- 6.5 You will comply immediately with all reasonable requests from us to assist in recovering losses or identifying actual or potential breaches of security or wrongful conduct.

## **7 LIMITATION OF WARRANTIES**

- 7.1 Except as expressly set forth in this Agreement, the System and Services are provided on an "as is" and "as available" basis, and without any representations or warranties (whether express, implied, statutory or otherwise), including without limitation implied representations and warranties of merchantability and fitness for a particular purpose.
- 7.2 Without limitation and for greater certain, we make no representation or warranty regarding the accuracy, completeness or timeliness of the information you access via the System. Unless the Bank advises you otherwise, if there is a discrepancy between such information and information contained in any paper records of the Bank, including any account statement that the Bank provides to you, the information in such paper records will be deemed correct.

## **8 SOFTWARE AND MATERIALS**

- 8.1 You acknowledge and agree that title to and all rights in the Software and the Materials belong to us, our licensors or the HSBC Group. You are only permitted to use the Software and Materials in connection with your use of the System and Services as contemplated by this Agreement. Any other use of the Software and Materials is prohibited.
- 8.2 Your use of certain of the Software and Materials may be subject to additional restrictions. These will be notified to you upon the supply of the Software or Materials from time to time. You shall be deemed to have accepted any such additional terms upon any User using any such Software or Materials.
- 8.3 You undertake not to alter, reverse engineer, copy (other than to the extent necessary for the permitted use), publish or impart to any third party any Software or Materials.

## **9 LIMITATION OF LIABILITY AND INDEMNITY**

- 9.1 Neither the Bank nor any other member of the HSBC Group shall in any event be liable to you for any loss of business or profits or data, or indirect, consequential or special loss or damage arising out of your use of, or in connection with, the System or the Services, whether or not the Bank or that other member of the HSBC Group has been advised of the possibility of such loss or damage and whether or not arising out of negligence, breach of this Agreement or otherwise.
- 9.2 The liability of the Bank and each other member of the HSBC Group to you due to, under and/or arising out of or in connection with this Agreement shall, in aggregate in any calendar year, not exceed three times our fee for providing the System to you for the preceeding twelve month period.
- 9.3 You will indemnify and hold the Bank and any member of the HSBC Group harmless from and against any and all first party and third party losses, damages, claims, liabilities, expenses and costs (including without limitation reasonable legal fees and expenses) of any nature and kind whatsoever which the the Bank or any member of the HSBC Group may suffer or incur arising out of, related to, or in connection with:
- 9.3.1 Any breach by you of your obligations under this Agreement; or
- 9.3.2 The Bank or any member of the HSBC Group acting on any Customer Instruction or other communication relating to the Services, whether or not such Customer Instruction or communication was: (a) authorized by you, or (b) in an agreed form, or (c) with respect to your account(s) or the account(s) of any Customer Associate.

## **10 TERMINATION OF AGREEMENT**

- 10.1 We may in our absolute discretion immediately terminate this Agreement without any notice or liability to you or any other person. You may terminate this Agreement on 5 business days written notice to the Bank.
- 10.2 Upon termination of this Agreement we may in our absolute discretion and without notice or liability to you cancel or process Customer Instructions that have not yet been processed, including forward-dated transactions.
- 10.3 Termination will not affect the rights and remedies of either party accrued to the date of termination nor will it affect any provision of this Agreement (including, without limitation, Clauses 5, 6, 9, 11.2 and 12) which is intended to apply after termination.

## **11 FORCE MAJEURE AND OTHER RIGHTS**

- 11.1 Neither the Bank nor any member of the HSBC Group will be liable for any loss (including loss of profit), damage, delay or failure in performing any of its duties relating to this Agreement caused in whole or in part by the action of any government or governmental agency, natural occurrence, law or regulation (or any change in the interpretation thereof), injunction, currency restriction, sanction, exchange control, industrial action or trade dispute (whether involving its staff or not), war, terrorist action, equipment failure, or interruption to power supplies, malfunction or unavailability of telecommunications, computer systems or software or anything else beyond its reasonable control. We will attempt to notify you as soon as is reasonably practicable of the existence of such circumstances.
- 11.2 The Bank and other members of the HSBC Group are required to act in accordance with the laws and regulations operating in various jurisdictions which relate to the prevention of money laundering, terrorist financing and the provision of financial and other services to any persons or entities which may be subject to sanctions. The Bank may take, and may instruct other members of the HSBC Group to take, any action which it, in its sole and absolute discretion, considers appropriate to act in accordance with all such laws and regulations. Such action may include but is not limited to: the interception and investigation of any payment messages and other information or Customer Instructions sent to or by the Customer or on its behalf via the Bank's systems or the System or any other member of the HSBC Group's systems; and making further enquiries as to whether a name which might refer to a sanctioned person or entity actually refers to that person or entity. Notwithstanding any provision of this Agreement, neither the Bank nor any member of the HSBC Group will be liable for loss (whether direct, consequential or loss of profit, data or interest) or damage suffered by any party arising out of:
- 11.2.1 Any delay or failure by the Bank or any member of the HSBC Group in performing any of its duties under this Agreement or other obligations caused in whole or in part by any steps which the Bank, in its sole and absolute discretion, considers appropriate to act in accordance with all such laws and regulations; or
- 11.2.2 The exercise of any of the Bank's rights under this clause. In certain circumstances, the action which the Bank may take may prevent or cause a delay in the processing of certain information. Therefore, neither the Bank nor any member of the HSBC Group warrants that any information on the Bank's systems relating

to any payment messages and Customer Instructions which are the subject of any action taken pursuant to this clause is accurate, current or up to date at the time it is accessed, whilst such action is being taken. Subject to the overriding requirements of any applicable laws and regulations, the Bank will endeavour to notify the Customer of the existence of such circumstances as soon as is reasonably practicable.

## **12 MISCELLANEOUS**

- 12.1 This Agreement forms the entire agreement between the parties concerning the supply and use of the System and Services. It supersedes any pre existing agreements, communications, representations and discussions between you and us relating to the System and Services, which are hereby terminated. Any other agreements between us and you, terms of business and/or mandates relating to the conduct of your accounts or our provision of related services shall remain unaffected, save that if any conflict between such terms and the terms of this Agreement arises, this Agreement shall prevail in so far as the conflict relates to the subject matter of this Agreement.
- 12.2 Either party to this Agreement may communicate any notice under this Agreement by post, courier or facsimile to the address most recently notified by the receiving party. In addition the Bank may provide you with notice through the System. Proof of posting or transmission of any notice to the Customer shall be deemed to be proof of receipt of the notice by the Customer at the time when the notice would in the ordinary course be delivered or transmitted.
- 12.3 If we agree that you may communicate with us or we agree to communicate with you (or any third party) via e-mail, the internet, or any other method (other than via the System), you acknowledge the risks that any such communications may be intercepted, monitored, amended or otherwise interfered with by third parties. We are not responsible or liable to you or any third party in the event of any such occurrence in relation to any communication between us and you (or which appears to have been made on your behalf), or any communication you ask us to enter into with any third party.
- 12.4 You agree to pay our fees and other tariffs for providing the System or Services as we advise you from time to time, and we are entitled to debit your accounts wherever they are situated and wherever they are opened, with the amount of any such fees and/or tariffs. We may vary our fees and/or tariffs and the frequency and dates of payment on giving you not less than 30 days' notice.
- 12.5 Each of the terms of this Agreement (including for the avoidance of doubt the exclusions of liability in Clause 9) is severable from the others and if one or more of them becomes void, illegal or unenforceable, the remainder will not be affected in any way.
- 12.6 The rights of the Bank under this Agreement (a) may be exercised as often as necessary; (b) are cumulative and not exclusive of its rights under any applicable law; and (c) may be waived only in writing and specifically. Any delay in the exercise or non-exercise of any such right is not a waiver of that right.
- 12.7 You may not assign any right or benefit under any provision of this Agreement without our prior written consent. The provisions of this Agreement shall enure to the benefit of and be binding upon the Bank and its successors and assigns and you and your heirs, executors, administrators, successors and permitted assigns and representatives.
- 12.8 We may, in our absolute discretion make modifications to this Agreement by giving you not less than 30 days' notice or, exceptionally, such shorter period as is necessary for the effective operation of the System or Services.
- 12.9 No addition to or modification of any provision of this Agreement (other than as set out in Clauses 2.4, 6.1, 8.2, 10.1, 12.4 and 12.8 above) shall be binding upon us unless made by a written instrument signed by the Bank's duly authorized representative.
- 12.10 In the event of any conflict between these Terms and Conditions and any of its schedules (other than express variations of these Terms and Conditions set out in any schedule), these Term and Conditions shall prevail to the extent of the inconsistency.
- 12.11 Where the Customer comprises one or more individuals (whether acting in a personal capacity or as a trustee(s), partners or otherwise) any notice in this Agreement (but not, for the avoidance of doubt, instructions given by Users appointed in accordance with this Agreement) may be given by the individual who is the Customer or, where the Customer comprises more than one individual, by any of such individuals.
- 12.12 Where the Customer is a partnership, this Agreement will continue in force unless revoked by notice given by any one partner, notwithstanding any change of name of the partnership, admission of a new partner(s) or any partner ceasing to be a member of the partnership by reason of death or otherwise.

## **13 AUTHORISATION BY CUSTOMER**

- 13.1 You authorize and instruct us to supply the Services identified in the 'Services' section of this Agreement in respect of the accounts as set out in the 'Accounts' section of this Agreement.
- 13.2 You may subsequently request and authorize us to provide or withdraw Services in respect of accounts opened at any time with us in writing signed by a duly authorized person or person(s). The terms of this Agreement shall apply to all Services provided in relation to any accounts.
- 13.3 The Services may only be accessed by specified Users. The person(s) nominated in the 'System Administrators' section of this Agreement are appointed as the System Administrator(s) and may appoint Users from time to time.
- 13.4 You represent and warrant that (a) all System Administrators are duly authorized to give Customer Instructions for the accounts with respect to which you have or will request the Services and all matters relating to the System or Services; (b) all System Administrators are authorized to appoint Users who may also give Customer Instructions as designated by System Administrators from time to time; and (c) none of the authorities or powers granted to System Administrators or Users conflicts with any of your obligations to third parties, including any obligations you may owe to beneficiaries of trust accounts with respect to which you have or will request the Services. You agree to do all things necessary to ensure continued compliance with this Clause 13.4.
- 13.5 If you access or use the System or the Services actually or purportedly on behalf of a Customer Associate, or otherwise act in any way on behalf of such Customer Associate, you shall ensure that you have appropriate authorization from the Customer Associate to act on its behalf and you agree on behalf of the Customer Associate that the terms of this Agreement shall apply between us and the Customer Associate (as if it were the Customer) in relation to such access, use or other action.

## **14 LAW AND PROCEEDINGS**

- 14.1 This Agreement is governed by and will be construed in accordance with the laws of the province in which the branch of the 'Primary Account' identified in 'Accounts' section of this Agreement is located and the laws of Canada applicable therein. Both parties irrevocably submit to the non-exclusive jurisdiction of the courts of such jurisdiction in respect of any proceedings which may be initiated in connection with this Agreement.
- 14.2 You agree that any of the Services provided by us to you shall be deemed to be provided in the jurisdiction identified in Clause 14.1, irrespective of where a User accesses the System or uses the Services (if such access or use is in a different jurisdiction).
- 14.3 It is the express wish of the parties that this Agreement and any related documents be drawn up and executed in English. Les parties conviennent que la présente convention et tous les documents s'y rattachant soient rédigés et signés en anglais.