



Personal Line of Credit - Application Cum Agreement

Key Things You Should Know

- It is important that you read the terms carefully and ensure that key terms such as interest rate, fees, etc., are clearly understood and accepted by you before signing these documents
- You may receive a minimum amount of ₹20,000 and a maximum of ₹500,000 as a Personal Line of Credit ('PLOC/Facility') from HSBC India. Sanction of Facility and limit thereof shall be at sole discretion of HSBC India and based upon internal credit policy
- The Facility is offered at a fixed rate of interest as recorded in the documents executed by you in favour of HSBC India
- The Facility may be opted by CEP (Corporate Employee Programme) customers post opening of a salary account with HSBC and limits shall be assigned by HSBC India's on basis of income/profile
- The Facility will be recorded in the books of HSBC India post documentation and sanction of the same; completion of necessary documentation formalities, however, the account activation and facility utilization, may be subject to credit of your salary in the savings account opened with HSBC India within 90 days.
In case, the savings account is closed or your salary is not credited in the account within 90 days of grant of Facility, HSBC India shall initiate Facility account closure process including but not limited to blocking of limit as the total outstanding will be due and payable immediately
- You can close this Facility anytime, by submitting a written request to HSBC India
- Please refer to Services Charges and Fees section on our website (www.hsbc.co.in) for charges applicable on your Facility account
- Interest on your Facility account accrues on a daily basis and dues are payable by the payment due date specified in your monthly PLOC statement. For avoiding levy of charges for late payment, (please pay the Minimum Payment Due (MPD) amount by the payment due date. However, you may choose to pay full or higher than minimum payment due as well

Standard Illustration SMA/NPA classification:

SMA Sub-categories	Basis for classification - Outstanding balance remains continuously in excess of the sanctioned limit or drawing power, whichever is lower, for a period of:
SMA-1	More than 30 days and upto 60 days
SMA-2	More than 60 days and upto 90 days

Example: If due date of a loan/Credit card/PLOC account is 31 March 2021 and full dues are not received before the lending institution runs the day-end process for this date, the date of overdue shall be 31 March 2021. If it continues to remain overdue, then this account shall get tagged as SMA-1 upon running day-end process on 30 April 2021 i.e. upon completion of 30 days of being continuously overdue. Accordingly, the date of SMA-1 classification for that account shall be 30 April 2021.

Similarly, if the account continues to remain overdue, it shall get tagged as SMA-2 upon running day-end process on 30 May 2021 and if continues to remain overdue further, it shall get classified as NPA upon running day-end process on 29 June 2021

- In order to assist in avoiding levy of late payment charges, you will be required to set up a Standing Instruction (SI) on your HSBC Bank Account for payment of MPD
- Non-payment of MPD lead, but will not be limited, to:
 - Adverse credit rating of your account by reporting to Credit Information Companies (CICs);
 - Impact other credit facilities availed or to be availed from HSBC or other financial institutions; or
 - Initiation of recovery proceedings by HSBC India against you for the outstanding dues.
- The applicant acknowledges the right of HSBC India to provide details of his/her account to third party agencies for the purpose of availing of support services of any nature. The Facility is not provided to resident individuals for any credit facilities against remittances under the Liberalised Remittance Scheme (LRS). Therefore, utilizing the Facility limit towards facilitating remittances under LRS is prohibited

Definition – “Bank/HSBC India/HSBC” means The Hongkong and Shanghai Banking Corporation Limited, India (HSBC), a company incorporated with limited liability under the Companies Ordinance of the Hong Kong Special Administrative Region (HKSAR), having its registered office at 1, Queen’s Road Central, Hong Kong and their India Corporate Office in India at 52/60, Mahatma Gandhi Road, Mumbai - 400 001.

My Personal Details

Application category:

- Existing Customer
 With Corporate Salary Account Opening Form
 With Credit Card Application
 With Personal Loan Application

Full Name Prefix In order of First name, Middle name and Last name

Former Name/Other Name/Maiden Name (In the order of First Name, Middle name, Last name)

Customer ID
 Salary Account No.

I hereby declare that my personal/employment details including residential and office address are same as on HSBC records. In event of any change, I will inform HSBC within 2 weeks of the same.

Following information is not available/changed as per your records. Please update your records.

To be filled by Existing Customer (only if changes are applicable)

Current Residential address*:

Flat number and building name

Road number/name Area and landmark

City District State

Country/region Pin code

Telephone/Mobile number (Res.)

(STD code)

E-mail

PAN No.*
 Marital Status: Married Single Others

Office address*:

Company name*: Building name:

Road number/name Area and landmark

City District State

Country/region Pin code

Telephone (office)

(STD code)

(Extn.*)

E-mail

(*Please note that proofs to be attached)

Additional Details Required

Mother’s Maiden Name (In the order of First Name, Middle name, Last name)

Educational Qualification: Undergraduate Graduate Postgraduate Professional Others

Net Salary

Department

Years in current Employment

Total Years in Employment

Residence Ownership Status Owned Rented Parental Company Provided Others

Years at Present address

Years at Previous address

My Requirements

I wish to avail Personal Line of Credit for

Purpose of availing a Personal Line of Credit Limit

My Repayment Instructions

I wish to automatically settle my Minimum Payment Due (MPD)

by a debit to my HSBC India Current/Savings Account number for 5% of my monthly Personal Line of Credit outstanding. (Please note that you have to pay minimum 5%)

Interest Rate Type: Fixed rate of interest: %

Processing Fee: Nil

Late Payment Fee: ₹300 +GST

Due Date for Minimum Payment _____ 1/5/25 of the month

Additional Documents Provided (To be provided only by the Customers applying for the Corporate Salary Account)

Offer letter Appointment letter Latest Salary Slip Form16

Applicant signature

Date: _____

Customer Declaration and Consent

I do hereby certify that the information provided by me in this Application Form and following Agreement are true and correct HSBC. India may verify the same directly or through any third party agent engaged by it or from any other source in this regard. I understand and agree that information submitted by me will form the basis of sanction of the Facility at HSBC India's discretion. I authorize HSBC India to debit my nominated account for any fees, charges, interest, etc., as may be applicable, in case of default in repayment towards the Facility granted to me. I further agree that any facility provided to me shall be governed by the rules of the HSBC India that may be subject to change from time to time. I declare and undertake that I will comply with the Foreign Exchange Management Act, 1999 (FEMA) and the applicable rules and regulations thereunder and any amendments thereof with regard to the Facility. I undertake to intimate HSBC India before proceeding overseas on permanent employment and/or emigrating and/or changing my Nationality (country/region/territory).

I agree that my monthly remuneration/salary/compensation ("Salary") from my employer will be credited in my HSBC Corporate Salary Account, which is hereby nominated by me for repayment for the Facility and that shall inform HSBC India, in writing, immediately upon change of my employment/ceasing of salary/retirement, etc., for any reason whatsoever, with regard to, my current employment. In the event of any such cessation of my employment (due to any reason) or salary, HSBC India may take appropriate actions, including but limited to block the Facility, withdraw/cancel the Facility, and/or recall the entire amount. I agree that HSBC India will also have the right to revise/reduce/block limits due to reasons including low utilization/reaching the retirement age/in event of defaults or non-payment of the dues on my account. I understand and agree that upon blockage of the limits or withdrawal/cancellation of the Facility (due to any reason recorded herein) by HSBC India, the total outstanding dues against the Facility will be due and payable by me immediately.

In the event HSBC India is unable to trace/contact me, I irrevocably authorize HSBC India to contact my employer to obtain borrower's my updated contact information.

I hereby agree and acknowledge that the Bank reserves the right to vary or modify the limit, interest rate, charges or fees, etc., with prior notice to me.

I hereby agree that the Facility will be linked to my debit card issued for my nominated/Salary account and I will use the Facility through the same debit card. I understand and agree that in case my current debit card is already linked to two or more account, HSBC India may issue a new debit card for the Facility.

I also confirm that as on the date of this application, there are no legal proceedings of any nature, initiated by other banks/financial institutions, being faced by me. I acknowledge that HSBC India may assign any activities to any service provider, whether located in India or overseas, whether an HSBC Group entity or a third party, at its sole discretion, in accordance with the applicable guidelines of the Reserve Bank of India (RBI). I further agree and consent to HSBC India providing details of my account and sharing or transfer of information, on a strictly confidential basis, to HSBC Group offices or other third party agencies/service providers, whether located in India or overseas, for the purpose of availing support services of any nature. HSBC India may also disclose any information, if required or permitted by any law, rule or regulation or at the request of any public or regulatory authority or if such disclosure is required for the purposes of preventing fraud, without any further specific consent or authorization from me. I understand and agree to HSBC India using or sharing information submitted by me to conduct employment verification and other related checks, through third party agency(ies) engaged by it, from public information sources such as Employees Provident Fund Organization (EPFO).

I acknowledge that the details of the Facility account (including details of transactions defaults committed, etc.), will be recorded with credit reference agencies and such information (including processed information) may be shared with banks/financial institutions and other credit grantors for the purposes of assessing further applications for credit by me for debt tracing and fraud prevention.

I understand that as a pre-condition to grant of Facility/advances/other non-fund based credit facilities to me, HSBC India requires consent for the disclosure of information and data relating to me, of the credit facilities availed of/to be availed of by me, obligations assumed/to be assumed by me, in relation thereto and default, if any, committed by me in discharge thereof.

1. I consent and authorize HSBC India to generate subsequently an additional report through Credit Information Companies (CICs) or authorised agency/bureau to process my Facility application, in the event the necessary documentation and processes are not completed as per HSBC's policies.
2. I further agree to receive SMS alerts related to application status and account activity as well as product use messages that HSBC India will send, from time to time, on mobile phone number as mentioned in this application form.

Note:

I understand that as a pre-condition to grant of the Facility, I have read, understood and agree to the detailed 'Terms and Conditions' (available at Personal Line of Credit section on official public website www.hsbc.co.in and also e-mailed to me) as on date of this application. I understand that once Facility application is approved and the limit is activated, I will receive an e-welcome kit/pack on my e-mail ID registered with HSBC India.

I understand that the said welcome pack will provide details on the Key Things You Should Know about the Facility, Most Important Terms and Conditions, copy of the BCSBI Code, amongst other details. In case, you I wish to receive the said welcome pack in physical form, I will be responsible for placing a request by calling HSBC PhoneBanking.

E-mail Statement:

I agree to receive the account statement in an electronic format through my e-mail ID specified on HSBC India's records in lieu of physical statements. I shall notify HSBC India of any change in my/our e-mail ID. HSBC India will be deemed to have delivered the statement to me upon HSBC India not receiving a delivery failure notification in this regard. If I experience any difficulty in accessing the electronically delivered statement, I shall promptly advise HSBC India for delivery through alternate means. Failure to advise HSBC India of such difficulty within 30 days after receiving the statement shall serve as an affirmation regarding the acceptance of the statement by me. I confirm(s) that I am aware of all security risks involved in receiving the electronically delivered documentation and agree not to hold HSBC India responsible in any way for the same. I agree that the statement will not be generated if no transactions are made/effected during the stipulated period of the statement cycle. I agree that duplicate statements of past transactions are issued against payment of charges as per HSBC India's current Tariff. In case of receiving e-statements through HSBC Internet Banking, I agree to be bound by the terms and conditions mentioned on the website www.hsbc.co.in regarding the same.

I also undertake to indemnify HSBC India for any loss (including but not limited to tax liability, interest and penalty) suffered by HSBC India as a result of either relying upon this declaration or due to my delay/default in confirming the change, if any, of the declarations mentioned above. This indemnity shall survive the termination of relationships held by me with HSBC India.

CRS and CKYCR Declaration/Consent clause:

I have read and understood the information requirements and the Terms and Conditions mentioned in this Form (and hereby confirm that the information provided by me on this Form is true, correct and complete. I hereby agree and confirm to inform HSBC for any modification to this information promptly. I further agree to abide by the provisions relating to 'Foreign Account Tax Compliance Act (FATCA) and Common Reporting Standards (CRS) on Automatic Exchange of Information (AEOI) provided in Rules 114F to 114H of the Income Tax Rules, 1962'.

I authorize you to update your records basis the above information. I also authorize you to share the given information provided by me with the any statutory/regulatory authorities, as appropriate or HSBC group entities.

I understand that the details provided in the form will be reconciled with your existing records and any discrepancy thereof will be duly highlighted to me for further rectification/update of records.

I acknowledge that the information contained in this form and information regarding the account holder and any Reportable Account(s) may be provided to the tax authorities of the country/region in which this account(s) is/are maintained and exchanged with tax authorities of another country/region or countries in which the account holder may be tax resident pursuant to intergovernmental agreements to exchange financial account information.

I certify that I am the account holder (or am authorized to sign for the account holder) of all the account(s) to which this form relates.

I hereby declare that the details furnished above are true and correct to the best of my knowledge and belief and I undertake to inform you of any changes therein immediately. In case any of the above information is found to be false or untrue or misleading or misrepresenting, I am aware that I may be held liable for it.

I hereby consent for receiving information from Central KYC Registry through SMS/E-mail on the above mentioned registered number/e-mail address.

I certify that where I have provided information regarding any other person (such as a Controlling Person or other Reportable Person to which this form relates) that

I will, within 30 days of signing this form, notify those persons that I have provided such information to HSBC and that such information may be provided to the tax authorities of the country/region in which the account(s) is/are maintained and exchanged with tax authorities of another country/region or countries in which the person may be tax resident pursuant to intergovernmental agreements to exchange financial account information.

To enable HSBC India and other members of the HSBC Group* in providing HSBC Advance services.

I/We fully authorise HSBC India and such other member of the HSBC Group, to share all information relating to accounts, including, without limitation, any personal information and other credit information maintained with or obtained by HSBC India (including those obtained from credit reference agencies) and other members of the HSBC Group.

I/We further authorise HSBC India and all members of the HSBC Group to use, store, process, disclose and transfer (whether within or outside the jurisdiction concerned and whether within or outside the HSBC Group) all information (including, without limitation, information relating to the debts), relating to, as they shall consider necessary in connection with the provision of HSBC Advance services.

I/We acknowledge and agree that any such sharing or transfer of information will be on a confidential basis and that HSBC India or HSBC Group offices or other third party service providers, whether located in India or overseas, may disclose information if required or permitted by any law, rule or regulation or at the request of any public or regulatory authority or if such disclosure is required for the purposes of preventing fraud.

Customer Declaration

I/We hereby undertake to inform HSBC in writing as soon as the total credit exposure i.e (Fund based/Non Fund Based including Cash Credit, Overdraft and other credit facilities) availed by me/us from the banking system exceeds ₹5 Crores.

I/We hereby confirm that I/we currently have total Credit Exposure i.e (Fund based/Non Fund Based including Cash Credit, Overdraft and other credit facilities) from the banking system of/exceeding ₹5 crores and the details are given below:

Bank/Branch	Account Number	Type of Credit Facility	Credit facilities

CRS - Individual Tax Residency Self-Certification (To be filled by Existing Customers only)

Please refer below section for definitions of reasons A, B and C.

Reason A The country/region where I am liable to pay tax does not issue TINs to its residents.

Reason B The account holder is otherwise unable to obtain a TIN or equivalent number. (Please explain why you are unable to obtain a TIN in the below table if you have selected this reason)

Reason C No TIN is required.

(Note: Only select this reason if the authorities of the Jurisdiction of tax residence entered in the table do not require the TIN to be disclosed)

	Jurisdiction of tax residence	TIN details	Reason A/B/C	Reason if selected B
1.				
2.				
3.				

Even if you have already provided information in relation to the United States Government's Foreign Account Tax Compliance Act (FATCA), you are still needed to provide additional information for the CRS as this is a separate requirement under the local regulation.

1. Marketing offers

I hereby agree to receive marketing communications through telephone call/Email/SMS on various products/features/promotion offers provided by the Bank.

I understand that in case I DO NOT wish to receive marketing offers or the marketing communication, I can register for 'Do Not Call and Marketing Opt Out' service through Bank's website www.hsbc.co.in. or other channels as may be offered by the Bank.

Information required for Regulatory reporting purposes:

With the objective of monitoring flow of credit to minority communities and other categories, we request you to kindly provide the information as applicable to you:

Minority Community: Sikh Muslim Christian Zoroastrian Buddhist Jain None of these

Other Category: GEN ST SC OBC Others _____

Applicant signature

Date: _____

Relationship Manager/Sales Representatives confirmation

I certify that the signature of the accountholder shown in this form are genuine and correct.

- i. The customer's need for the product has been identified based on the reason for availing of the product as indicated by the customer in the form.
- ii. The suitability of the product has been understood based on the financial standing and income details provided by the customer in the form.

Attestation/for office use only

Document received: Certified Copies E-KYC data received from UIDAI Data received from Offline verification Digital KYC Process
 Equivalent e-document Video Based KYC

Employee name _____

Employee number

Signed in my presence (by Bank staff)

Personal Line of Credit (PLOC) Facility Agreement

This agreement for Personal Line of Credit (PLOC) facility is made on the date and at the place as stated in this Agreement between the Borrower whose name and address is stated herein, (hereinafter referred to as the 'Borrower', which expression shall, unless repugnant to the context or meaning thereof, include his/her heirs, executors, administrators and permitted assigns. and

The Hongkong and Shanghai Banking Corporation Limited, a Banking Company incorporated under the Companies Ordinance of the Hong Kong Special Administrative Region (HKSAR), having its registered office at 1, Queen's Road Central, Hong Kong and having its India Corporate Office at 52/60, Mahatma Gandhi Road, Fort, Mumbai - 400 001 (hereinafter referred to as 'the Bank', which expression shall unless repugnant to the context or meaning thereof be deemed to include a reference to its successors and assigns).

WHEREAS

He Borrower has requested for a Personal Line of Credit (PLOC) facility for an amount of ₹ _____ (Indian Rupees _____ only) and the Bank has agreed to accede to the said request, subject to the Borrower tendering requisite documents, executing present agreement and such other documents as may be required by the Bank from time to time.

AND WHEREAS the Borrower understands that pursuant to submission of the application for the PLOC facility, the Bank shall have the absolute right to grant/reject/change the PLOC limit amount/rate of interest as per its internal credit policy and the Bank's decision in this regard shall be final and binding.

NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY MUTUALLY AGREED, DECLARED, CONFIRMED AND RECORDED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

- 1) **Interest, Fees, Charges, Cost and Payment:** The Borrower agrees that interest, fees, charges and payment would be as per terms stated in this Agreement. The Borrower further agrees that:
 - a) Borrower shall pay stamp duty on this Agreement as per applicable rates and undertakes to pay or reimburse to the Bank, all statutory charges/ stamp duty amounts as may be payable/applicable in future, due to adjudication by tax authorities or enhancement/amendment to the PLOC facility.
 - b) Borrower shall pay any charge, sum, amount levied on the PLOC facility account due to dishonor of any repayment instructions.
 - c) Borrower shall pay any charge, sum, cost, which the Bank would reasonably incur pursuant to enforcing to demand of dues, enforcement on breach of contract or on initiation of any recovery proceedings.
 - d) Borrower confirms that she/he shall pay the sum of ₹ _____ (Indian Rupees _____ only) with interest at the rate of _____ percent per annum with monthly/quarterly rests for value of the PLOC facility. However, the Bank shall at any time and from time to time be entitled to give notice to the Borrower(s) of its intention to charge and may thereafter charge interest at such modified rates as the Bank may specify subject to compliance with directives of Reserve Bank of India from time to time.
- 2) **Repayment of PLOC Limit through Minimum Amount Due (MPD):** The Borrower shall repay the entire outstanding on PLOC facility or MPD and interest payable thereon, as per specified in this Agreement. The Borrower agrees that:
 - a) Borrower shall pay complete outstanding dues or MPD, irrespective of any dispute on the PLOC Facility, including but not limited to that relating to the interest computation.
 - b) Borrower shall repay/pay the monies in respect of the PLOC facility through Standing Instruction for direct debit from the nominated bank account held with HSBC ('Direct Debit method' or 'SI').
 - c) Borrower agrees that the due date for the repayment of MPD shall be the 1st or 5th or 25th day of every English calendar month following the month of activation in respect of the PLOC facility. Any delay/default in the payment of MPD, by the Borrower by the due date shall entail a fixed late payment fee of ₹300 + GST.
 - d) Borrower may repay the entire outstanding balance of the PLOC facility at anytime through NEFT/Cheque payment upon submission of written instructions or PhoneBanking services through designated saving account. In such an event, the Bank shall be entitled to charge any interest and/or other charges due on the PLOC facility account in addition to applicable interests, taxes or other statutory levy.
 - e) If the due date for payment of outstanding dues or MPD falls on a Sunday/Public holiday(s), the same shall have to be paid/debited on the next working day. Due and applicable interest will be calculated inclusive of said Sunday/Public holiday(s) and shall be payable to the Bank.
- 3) **Borrower undertaking, representations and duties:**
 - a) Borrower undertakes to promptly notify the Bank of any circumstances and conditions which have/may have a material adverse effect (the effect or consequence of any event or circumstance which is or is likely to impact the ability of the Borrower to repay the PLOC facility dues or perform/comply with any of the respective obligations agreed under this PLOC Agreement). This may include but not be restricted to breach of terms of this Agreement, commencement of Insolvency/Bankruptcy/Criminal/Recovery proceedings, change of employer, etc.
 - b) Borrower will not use the PLOC facility limit assigned for an antisocial, illegal, unlawful, speculative activities or contrary to the purpose updated to the Bank or for which the Facility has been availed.
 - c) Borrower shall solely be responsible for fulfilling, any tax related obligation arising from availing this PLOC facility. The records maintained by the Bank shall be conclusive proof of the amounts outstanding and due from the Borrower.
 - d) Borrower agrees to indemnify and agree to keep indemnified the Bank from time to time and at all times thereafter against all claims, costs, losses, damages, charges, expenses and liability of any kind or nature whatsoever and expenses that may be incurred by the Bank by reason of any act, omission, misrepresentation or default on the part of the borrower in respect of this PLOC facility and/or for the recovery of the outstanding dues on account of failure of the Borrower of any of the terms therein.
 - e) Borrower shall be solely responsible for the liabilities of the aforesaid concern and will be personally liable for making repayment/payments of all amounts in respect of the PLOC facility to the Bank.
 - f) Borrower undertakes to keep the Bank informed of any change in his/her e-mail ID, telephone number, mobile number and address and employment details. The Borrower authorizes the Bank to update the contact information change that the Bank may be informed of and hereby authorizes the Bank to contact the Borrower at the updated contact details, by post, telephone, e-mail, SMS/text messaging.
 - g) The Borrower would have committed an event of default
 - (i) if she/he fails to pay the agreed dues or any fee, charges or costs or MPD for more than 15 days, from the due date;
 - (ii) if she/he breaches terms and conditions agreed herein or a misrepresents facts while availing the PLOC Facility;
 - (iii) if she/he is declared insolvent;
 - (iv) if she/he is subject of criminal or a judicial proceedings, which impacts the Bank's interest; or
 - (v) there exists any other circumstance, which, in the sole opinion of the Bank, impacts the Bank's interest.If the Borrower commits an event of default, the Bank shall be entitled to
 - (i) call upon the Borrower to pay forthwith the total outstanding balance of the PLOC facility account together with all applicable interest and charges
 - (ii) exercise the Bank's right of lien and set-off all monies and accounts standing in the Borrower's name in the Bank
 - (iii) exercise any other right as deemed appropriate in the interest of the Bank



- h) Borrower agrees that the date of account opened under this facility shall be deemed to be made on the date the limit assignment done and not on the date of their actual activation which is subject to first salary credit within 90 days in HSBC Saving Account and may be kept open at the sole discretion of the Bank. The PLOC facility limit will be activated only if Borrower's salary is credited in the nominated HSBC salary account within maximum of 30 days thereon.
- i) The Bank will review account and limit annually and may at its sole discretion revise limit or withdraw/cancel the PLOC facility at any point of time.
- j) Borrower agrees that pursuant to the Bank's obligation to ensure adherence to financial crime compliance guidelines, the Bank may, take appropriate actions including but not limited to using, screening, intercepting, combining borrower information with other related information in the possession of the Bank and/or making further enquiries in this regard, and the Borrower undertakes to assist the Bank, by furnishing all information, sought by the Bank and not raise any objections to same.
- k) Borrower understand and agrees that the Bank reserves a right to allow/restrict operations in a newly opened/existing accounts, if the Borrower is unable to satisfy the due diligence requirements of the Bank. Further the Bank reserves a right to block transactions/allow operations in a newly opened/existing accounts, if it is unable to contact the Borrower at the address/contact number provided at the time of account opening/ updated in Bank's records.

4) **Disclosure of Information:**

- a) The Borrower accepts, confirms and consents to disclosure and sharing of all or any information and data related to the Borrower, the PLOC facility, any other transactions/accounts that the Borrower has with the Bank, and the documentation executed by the Borrower, information relating to default, if any, committed by the Borrower, against the PLOC facility or other transactions, as the Bank may deem appropriate and necessary to disclose and furnish, to the Reserve Bank of India (RBI) and/or to the Credit Information Companies (CICs) and/or to any other agency or body as authorised in this behalf by RBI, to other banks and lenders including assignees and potential assignees, to its professional advisers and consultants to its service providers/third parties instructed by it in relation to the PLOC Facility, and/or as required under law or any applicable regulation, at the order of a Court of law, or at the request or order of any statutory, regulatory or supervisory authority.
- b) The Borrower agrees that the Bank may collect, store, use, transfer or disclose any information provided by the Borrower, including sensitive or personal data, for purposes, including but not limited to, data processing, statistical or risk analysis, conducting credit or anti-money laundering checks, designing financial services or related products, marketing financial services or related products, customer recognition on Bank's public website, offering relevant products and service offers to customers, etc. Bank may share the Borrower's information with all its group companies/entities/subsidiaries/affiliates and/or any other bank/financial institution/society, etc. as necessary, for the aforementioned purposes.

5) **Miscellaneous:**

- a) Any dispute arising from or with regard to this Agreement would be adjudicated exclusively by Courts of law situated at Mumbai.
- b) This Agreement can be amended or supplemented by executing an amendment in writing, which shall be signed by both the Parties.
- c) The Borrower agrees that she/he cannot assign or transfer all or any of her/his rights, benefits or obligations under the PLOC facility. However, the Bank may, at any time, assign or transfer to any third party, all or any of its rights, benefits and obligations under the PLOC facility and the other transaction documents. Notwithstanding any such assignment or transfer, the Borrower shall, unless otherwise notified by the Bank, continue to make all payments under the PLOC facility to the Bank and all such payments, if when made to the Bank shall constitute a full and valid discharge of the Borrower from liabilities in respect of such payments.
- d) The Borrower agrees that in an event of default, not only under this PLOC facility but also default in payment of dues of any other existing credit facility held with the Bank/or any other of its Group company(ies), the Bank shall have the right to recover dues, by exercising the right of lien and set-off (including but not limited to retaining/continuing to hold and/or sell/transfer any assets/security/monies, lying in any account(s) maintained with the Bank held by the Borrower). This right of Bank shall be paramount, irrespective of any other lien or charge, present as well as future, on the deposits of any kind and nature (including fixed deposits) held/balances lying in any accounts of the Borrower, whether held singly or jointly and on any monies, securities, bonds and all other assets, documents and properties held by/under the control of the Bank.
- e) The rights, powers and remedies available to the Bank under law and this Agreement shall be exercised by the Bank through any of its employees or agents/third parties and the Bank may delegate any or all of the said powers and authorities to such employee or agent/third parties.
- f) The Borrower agrees that she/he has fully read the terms and conditions and has tendered true and correct details for availing this PLOC facility.
- g) The PLOC facility limit may be activated by the Bank within 90 days from the date of sanction and may be kept open at its sole discretion. The activation of the limit shall be subject to first salary credit in the Borrower's nominated HSBC Saving Account. Based on internal credit policy, the Bank may at its sole discretion restrict/reduce/withdrawn/cancel the PLOC facility and/or limits thereof.
- h) The Bank shall have the right to recall and/or withdraw/cancel this PLOC facility at any time at its discretion by serving an advance notice on the Borrower. Upon such recall/withdrawal/cancellation, the entire dues of PLOC Facility and all other amounts stipulated by the Bank shall be payable to it by the Borrower forthwith. The Borrower agrees to be liable for all amounts due and all costs, charges, penalties, expenses, etc., incurred by the Bank for any recovery and realization proceedings in respect of the PLOC facility, including those incurred by agents/third party appointed by the Bank.
- i) The Borrower understands and agrees that execution of the Application Form, this Agreement and any other allied/related documentation does not bind the Bank to sanction/activate the PLOC facility or any other amount in form of limit(s) thereunder. The said sanction/activation of the PLOC facility and limit thereunder shall be subject to Bank's sole discretion, exercised on basis of conditions including but not limited to fulfillment of the eligibility criterion, execution of stipulated documentation and compliance of other terms & conditions as laid down by the Bank.
- j) If the Bank is of the opinion that any documentation or the value of the security provided under the terms of sanction of the PLOC facility is/are not adequate or sufficient for the purpose of securing the due repayment of the facility, and monies due thereon, the Bank shall be entitled to call for execution of necessary documentation by notice in writing and the Borrower undertakes to comply with the requirements of said notice.

6) **Annual Review of the facility**

This PLOC facility shall be in the nature of continuing credit facility initially valid, at the sole discretion of the Bank, for a period of 12 (twelve) months commencing from the date of activation of limit assigned thereunder. Post completion of the said period, the Bank may extend/renew the PLOC facility on an annual basis on such terms and conditions, as the Bank may decide, at its sole discretion. The Borrower agrees and understands that the sanctioned PLOC facility terms including but not limited to the rate of interest, limit, MPD, etc., may change as per the Bank's internal credit policy upon such renewal/extension of the PLOC facility and that any such change would be updated by the Bank to the Borrower through appropriate written communication.

IN WITNESS WHEREOF THE BORROWER HAS EXECUTED IS AGREEMENT BEFORE THOSE PRESENT ON THE _____ DAY
OF _____ AT _____

Signed and delivered by
within named Borrower
By The Hongkong and Shanghai Banking Corporation Limited



Relationship Declaration

Are you and/or the joint applicant a director/employee/controller/minority shareholder controller of The Hongkong and Shanghai Banking Corporation Limited (HSBC), its branches, subsidiaries or affiliates in HK or overseas (e.g. Hang Seng Bank), or other entities over which HSBC is able to exert control or a relative of such a person?

Yes No If

yes:

Name of self/relative	Staff Number	Relationship	Unsecured exposure granted by HSBC, its branches and its subsidiaries in INR

I/We confirm that I/we have obtained consent from the individuals listed above for the provision of their information to HSBC, its branches and its subsidiaries for the purpose of enabling HSBC to comply with the Banking Ordinance, Banking (Exposure Limits) Rules and/or any other similar laws and regulations and/or any related commitments to regulators in any jurisdiction from time to time.

I/We hereby authorise HSBC's branches and subsidiaries to disclose to HSBC information relating to their unsecured exposures granted by them exposures to the above persons for the purpose of verifying the information provided by me/us.

Definition

- **'Relative definition (as per BELR)'** means: parent, grandparent or great grandparent; step-parent or adoptive parent; brother or sister; spouse; spouse's parent, step-parent or adoptive parent; spouse's brother or sister; son, step-son or adopted son; daughter, step-daughter or adopted daughter; and grandson, granddaughter, great grandson or great granddaughter.
- A company is under the 'control' of a person if such person is -
 - an indirect controller (i.e. any person in accordance with whose directions or instructions the directors of the company or of another company of which it is a subsidiary are accustomed to act, but does not include a Manager or Advisor appointed under Section 52 of the HongKong Banking Ordinance, or any person in accordance with whose directions or instructions those directors are accustomed to act by reason only that they act on advice given by him in his professional capacity); or
 - a majority shareholder controller (i.e. any person who, either alone or with any associate or associates, is entitled to exercise, or control the exercise of, more than 50% of the voting power at any general meeting of the company or of another company of which it is a subsidiary).

I/We hereby state and affirm that I/we have read and understood the definition and extent of list of entities under the aforesaid clause as listed at www.hsbc.co.in and as may updated from time to time by HSBC in conformity with their internal and Group requirements.

I/We hereby declare and confirm that either of the 2 scenarios (A) or (B) described below is/are applicable.

Scenario (A)

- (where the borrower(s) is an individual): I/We do hereby declare that I/we am/are not director or guarantor or specified near relation of a director of a banking company (including directors/senior officers of HSBC) or directors of Subsidiaries/Trustees of Mutual Funds/Venture Capital Funds set-up by HSBC or other banks.

Scenario (B)

- I/We do not fulfil/comply with the declarations stated in Scenario (A) above In case

Scenario (B) is applicable please provide the following details:

	1.	2.
Related to (Applicant/Co-applicant Name)		
Relationship Type (Self or Relative/Near Relation)		
Name of the Person		
Entity Name to which I am/Relative is associated		

The scope of the term 'relative'/'near relation' will be as under:

- Spouse • Father • Mother (including step-mother) • Son (including step-son) • Son's wife • Daughter (including step-daughter) • Daughter's husband
- Brother (including step-brother) • Brother's wife • Sister (including step-sister) • Sister's husband • Brother (including step-brother) of the spouse
- Sister (including step-sister) of the spouse

Applicant Signature

Applicant Name

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Bank use section

Does the customer have or are they applying for one lower risk product? (Excluding credit cards) Yes No

Is the customer applying for or already has a Credit Card only product Yes No

Is the customer applying for or already have Minimum Risk Insurance products only? Yes No

State the number of HSBC credit cards held by the customer: _____

Note: If customer has 5 or more cards, complete full CDD.

Walk-in/Face to face sourcing: Yes No

Channel Type – Branch MSF Contact Centre

Does the Jurisdiction of Tax Residency appear inconsistent with the Customers residential address(es), correspondence address(es) and nationality (country/region/territory)/ Citizenship or TIN provided? Yes No

Has the Customer's Identity been verified in line with the required standards and have true copies of the original documents been obtained? Yes No

Is the customer able to provide required ID? Yes No

Specify category of special circumstances

- Benefit or Social Welfare claimants
- Individual in care homes/sheltered accomodations/refuge
- Individuals on probation
- Prisoners
- Students
- Minors
- Individual who lack the capacity to manage their own affairs
- Economic Migrants
- Refugees
- Asylum seekers
- Other _____

Is a CDD Risk Acceptance request required to be submitted to Business and FCC Yes No

Was the CDD Risk Acceptance request approved by Business Risk/FCC? Yes No

Will the Customer be premier Top Tier (to identify HNWI)? Yes No

Is a manual EDD trigger required for the customer? Yes No

What are the categories of Products the customer is opening?

- ATM or Debit Card
- Credit Cards
- Current A/c
- Savings A/c
- Fixed Term Loan-Unsecured

Confirm the purpose of opening the account(s) is consistent with the expected account activity and the Customer's profile, including their Source of Funds and Source of Wealth (where applicable)? Yes No

Provide the rationale for the upwards revision of the risk rating and any other relevant information that you wish to note in relation to the Customer that may affect their application? _____

Why is the Customer applying for an account in a country/territory which is not their country/region of residence? _____

KYC completed and Account record checked by (To be checked by the account opening staff)

Employee name _____ Employee Designation _____

CEP code/category (A/B/C) _____

Employee Signature

Date of submission of all documents

Staff number

Your branch _____

Your cluster _____

Name of HSBC Relationship Manager _____

HSBC Secondary Relationship Manager code _____

For MSF/Branch Channels - KYC completed and account opening authorised by (Branch Manager/Regional Head/Designated AOA details)

AAA aligned to customer profile Yes No

I have verified the name of the customer on AOF with the KYC documents provided and confirm that it meets the standards of CDD.

I also hereby confirm that customer's photo on PI and PA (if photo ID) matches with the photo on AOF Yes No

Branch Manager/Regional Head name _____

Branch Manager/Regional Head staff number

Branch Manager's/Regional Head's signature

Bank Copy

Acknowledgement

Personal Line of Credit Application Received on _____ (DD/MM/YYYY)

Complete document set* received on _____ (DD/MM/YYYY)

File Reference No. _____

Sales Representative Signature

Applicant Signature

*Please note that documents and the application form submitted will be treated as a property of the Bank and will not be returned to the applicant.

Customer Copy

Acknowledgement

Personal Line of Credit Application Received on _____ (DD/MM/YYYY)

Complete document set* received on _____ (DD/MM/YYYY)

File Reference No. _____

Sales Representative Signature

Applicant Signature

*Please note that documents and the application form submitted will be treated as a property of the Bank and will not be returned to the applicant.

