

Sri Lanka Country Conditions

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

1 Notices and Amendments

Without prejudice to Clauses 12.1 and 12.2 of the Master Services Agreement, the Bank may make amendments to the Relationship Documents giving the Customer notice by exhibiting the same on the Bank's notice boards and/or through statement messages and/or on the official website of the Bank at www.hsbc.lk and/or any other suitable place or manner the Bank deems fit and exhibiting such amendments in one or more of the said manners shall be construed as giving notice to the Customer.

2 Joint Account Holders

Where multiple Customer Parties acting pursuant to an arrangement without separate legal capacity (such as participants in an unincorporated partnership or joint venture) are identified on an Application Form as joint holders of an Account and/or joint recipients of the Services, each Customer Party undertakes and agrees that (in addition to and without limiting Clause 9.3 of the Master Services Agreement):

- (a) any demand, notice, agreement, Instruction or Communication given by the Bank to one or more Customer Parties, or received by the Bank from one or more Customer Parties, in connection with the Relationship Documents will be deemed to be a demand, notice, agreement, Instruction or Communication (as the case may be) given to or received from all Customer Parties;
- (b) if the Bank becomes aware of or reasonably suspects a dispute between any of the Customer Parties, the Bank may decline to act on any Instruction until all Customer Parties have confirmed the Bank's authority to act on it in form and substance satisfactory to the Bank; and
- (c) the Bank is authorised to disclose to all Customer Parties any information about an Account (including information relating to a period during which the Account was not jointly held) and any personal data and other information relating to, or provided by, any Customer Party.

3 Compliance Activity

Without prejudice to any provision of the Master Services Agreement and the Confidentiality and Regulatory Annex, Compliance Activity may include:

- (a) screening, intercepting and investigating any instruction, communication, drawdown request, application for any Account or Services, or any payment sent to or by the Customer or on the Customer's behalf;
- (b) investigating the source of or intended recipient of funds;
- (c) combining Customer Information with other related information in the possession of the Group; and
- (d) making further enquiries as to the status of a person or entity, whether they are subject to a sanction regime, or confirming the Customer's identity and status to meet Compliance Obligations .

4 Fees, Charges and Interest

- 4.1 The Bank's standard fees and charges are available at <https://www.business.hsbc.lk/en-gb/download-center> and/or shall be made available to the Account Holder/s upon request from any branch office of the Bank.
- 4.2 Interest on Account/s which are savings accounts shall be calculated on the daily available balances and credited monthly at the prevailing rate before the end of the month to the particular Account or any other Account nominated by the Customer.

5 Deposit Insurance

The Sri Lanka Deposit Insurance Scheme ("SLDIS") implemented by the Central Bank of Sri Lanka ("CBSL"), is a mechanism implemented to protect depositors of financial institutions, fully or partially, from losses caused to depositors due to the cancellation or suspension of the license of financial institutions. HSBC is a member institution of the SLDIS. Therefore, each Account Holder who is an eligible holder of demand deposit/s, time deposit/s or savings deposit/s, shall be compensated up to a maximum amount of LKR1,100,000/= calculated as per the method of calculating the coverage as outlined in the SLDIS and as may be determined by CBSL from time to time. In the case of Joint Account Holders, each eligible Joint Account Holder shall be considered as a separate depositor, and he/she shall be compensated up to a maximum of Rs.1,100,000/- as may be determined by CBSL from time to time. Please refer www.cbsl.gov.lk/sri-lanka-deposit-insurance-scheme for further information on SLDIS as may be updated or amended from time to time.

6 Complaints

- 6.1 The Customer shall have the right to make any complaint to the Bank in one of the following manners ;
 - Contacting the Bank through its website: <https://www.business.hsbc.lk>
 - Directly contacting the Account Relationship Manager to raise any concerns.
 - Visiting any of the HSBC branches and speaking to the Manager in charge or providing feedback on the Bank's "Listening to your comments" forms available.
- 6.2 On receipt of a complaint, the recipient thereof shall forward such complaint to the relevant department or division of the Bank for inquiry and further action. All complaints will be monitored and duly followed up by the Bank's Customer Experience and Relations Unit. Upon receipt of a Complaint, it will be recorded in the Bank's Complaint Management System and will attempt to resolve the matter immediately as may be reasonably possible and in any event no later than any regulatory prescribed timeline.
- 6.3 The Bank will respond to the Customer on the complaint made within a reasonable period of time from the date of receipt of such complaint. In the event the Bank is unable to conclude the inquiry into the complaint within this time period, then the Bank will within such period, provide the Customer with an interim response until such time the complaint will be finally responded.

- 6.4 In the event the Bank is satisfied that the complaint is legitimate, then the Bank shall, in such final response inform the Customer of the steps taken to resolve the complaint.
- 6.5 While the Bank would prefer to always resolve any concern raised with the Bank to the complete satisfaction of the Customer, the Customer may also write to the Office of the Financial Ombudsman and request redress. The Office of the Financial Services Ombudsman is an independent, impartial and free service established as part of the Financial Sector Reform package initiated in April 2002.

The Office of the Financial Ombudsman Sri Lanka,
143A Vajira Road,
Colombo 5.

Telephone : +94 11 2 595 624

Fax : +94 11 2 595 625

E-mail : fosril@sltnet.lk

Web : www.financialombudsman.lk