

HSBC*net* User Agreement

SECTION 1

Bank

Full Name of HSBC Entity:

Customer*/Agent (delete as applicable) Details**

Full name of Customer*/Agent**:

Address:

Post Code:

Principal Contact:

E-mail address:

Telephone Number:

Facsimile Number:

*** MULTIPLE TRADING ACCOUNTS**

If the Customer has multiple trading accounts with the Bank, each trading name and address (if different from above) should be listed in Annex 1. The Customer represents to the Bank that it has the requisite authority to execute and deliver this agreement and to perform its obligations thereto in respect of each trading name listed.

****EXECUTION AS AGENT**

If this agreement is executed by an agent acting for and on behalf of one or more principals (each a Customer), the names and addresses of each Customer should be listed in Annex 2. Each Customer will be bound as principal to this agreement and not to the agent. If there is more than one Customer, this document evidences a separate agreement between the Bank and each Customer as though a separate agreement had been documented and executed between the Bank and each Customer. The obligations of each Customer under this agreement shall be several but not joint in respect of the obligations of any other Customer and no Customer shall be liable to the Bank for the actions of any other Customer.

The agent represents to the Bank that the agent has the power and authority to execute and deliver this agreement and to perform its obligations thereto on behalf of its Customer(s), the agent has taken all necessary action to authorise such execution, delivery and performance and the agent has in its files a written agreement or power of attorney authorising it to act on the Customer's behalf in respect thereof.

SECTION 2

The Customer wishes to appoint individuals to have access to and use certain functionality specified in the relevant Services Schedule on the Website and the Bank is willing to provide such functionality, on the terms and conditions set out below, as supplemented by the relevant Services Schedule.

PUBLIC

1. In this agreement, references to the singular include the plural and vice versa and the following terms and expressions shall have the meanings ascribed to them as stated below:

'Bank' means the bank listed in Section 1;

'Branch' means a local branch or office under the ownership, operation and control of the Customer;

'Customer' means the company listed in Section 1, or if this agreement is executed by an agent, the principal(s) listed in Annex 2;

'HSBCnet User Form' means the HSBC EMIR Delegated Reporting Service ePortal Migration Form (provided separately) or such other form provided by HSBC and identified as such;

'Information' means information relating to relevant Transactions;

'Services Schedule' means a schedule (provided separately) that incorporates this agreement and relates to the relevant service elected in the HSBCnet User Form by the Customer to be provided via the Website;

'Transaction' means each swap or derivatives transaction which has been agreed between the Customer and the Bank (and/or a Reporting Delegate Affiliate (as defined under the EMIR Delegated Reporting Service Agreement), as applicable);

'User' means any individual identified as such and listed in the HSBCnet User Form; and

'Website' means the website located at www.hsbcnet.com.

2. The Customer agrees that the Bank can send Information as agreed between the parties in relation to a Transaction and related communications to the User via the Website.
3. The Customer agrees that the Bank provides the Website and the Information contained in it on an 'as is' basis based upon information obtained in good faith from sources believed to be reliable. The Bank has made reasonable efforts to verify the accuracy of the Information as at the date it is provided. However, no guarantee, representation or warranty is made as to its accuracy, completeness or correctness.
4. The Customer acknowledges that the Website and the Information may be wholly or partially suspended, withdrawn or changed at any time. The Bank reserves the right to block your access to this Website.
5. The Customer acknowledges that the Bank does not represent or warrant that the Website will be available and meet the Customer's requirements, that access will be uninterrupted, that there will be no delays, failures, errors or omissions or loss of transmitted information, that no viruses or other contaminating or destructive properties will be transmitted or that no damage will occur to the Customer's computer system. The Customer has sole responsibility for adequate protection and back up of data and equipment and for undertaking reasonable precautions to scan for computer viruses or other destructive properties.
6. The Bank makes no representations or warranties regarding the accuracy, functionality or performance of any third party software that may be used in connection with the Website.

7. The Customer acknowledges and agrees that each of the Users listed in the HSBCnet User Form have at all times, the authority to provide such information as may be required by the Bank in connection with each Transaction via the Website. The Customer agrees that it shall appoint a minimum of two Users and any one of those Users shall have the authority to provide such information for each Transaction.
8. All intellectual property rights (including, without limitation, copyright, database rights, design rights, patents, trademarks and logos) in the Website are owned by or licensed to the Bank unless otherwise stated.
9. The Customer shall ensure that the details provided by the User to the Bank via the Website are accurate and correct.
10. The Customer acknowledges and agrees that if for any reason whatsoever, the User fails or delays in providing the relevant information required or in performing the necessary actions in respect of a Transaction, the Bank reserves the right to withdraw access of the Customer and/or the User from the Website. The Bank will use alternative methods to send subsequent information and communications to the Customer.
11. The Customer shall ensure that each User at all times: (a) complies with the security procedures used to control the operation of the Website; (b) keeps their user name and password used for access to the Website, secret and confidential; and (c) complies with any terms and conditions applicable for their use of the Website as located on such website.
12. The Customer shall immediately inform the Bank if for any reason, the authority of any User to access and use the functionality of the Website as indicated in the HSBCnet User Form ceases (for example, due to the User leaving the employment of the Customer or otherwise), so that the Bank can remove the User's details from its systems.
13. This agreement and any non-contractual obligations arising out of or in respect of it are governed by and will be construed in accordance with the laws of England and Wales. Both parties irrevocably submit to the non-exclusive jurisdiction of the courts of England and Wales in respect of any proceedings which may be initiated in connection with this agreement.

The persons who sign below have been duly authorised to sign this agreement on behalf of the Customer and such persons have been duly authorised to appoint the individuals listed in the HSBCnet User Form and permit them to use the functionality of the Website as set out in this agreement.

**Signed for and on behalf of the
Customer/Agent (*delete as applicable*)**

Full name in Block letter

PUBLIC

Full name in Block letters

Job Title

Signature

Date

Email address

Job Title

Signature

Date

Email address

Please return the completed agreement by emailing it to: *emir.delegated.reporting@hsbc.com*

**ANNEX 1
TRADING ACCOUNTS OF THE CUSTOMER**

The Customer trades under the following names in addition to the primary name listed in Section 1 (add further pages if required):

Full name:

Address:

Post Code:

Principal Contact:

E-mail address:

Telephone Number:

Facsimile Number:

Full name:

Address:

Post Code:

Principal Contact:

E-mail address:

Telephone Number:

Facsimile Number:

Full name:

Address:

Post Code:

Principal Contact:

E-mail address:

Telephone Number:

Facsimile Number:

**ANNEX 2
PRINCIPAL(S)**

The agent has executed this agreement for an on behalf of the following principals (add further pages if required):

Full name:	
Address:	
Post Code:	
Principal Contact:	
E-mail address:	
Telephone Number:	
Facsimile Number:	

Full name:	
Address:	
Post Code:	
Principal Contact:	
E-mail address:	
Telephone Number:	
Facsimile Number:	

Full name:	
Address:	
Post Code:	
Principal Contact:	
E-mail address:	
Telephone Number:	
Facsimile Number:	