

# Standard Chartered SME Country Supplement (China) (Effective from 14 July, 2014)

If You are an SME client, in addition to any amendment in the applicable Country Supplement, the Agreement will be further amended as follows:

## Supplement to Account Terms

1. Below clauses shall be added as clause 12 of Account Terms:

### “12. Important information

**12.1 We shall have the right to request You by appropriate notice (in written or other methods) from time to time to provide, supplement, confirm, update the following information (collectively, “Important information”) pertaining to any Bank products and/or services (including but not limited to any withdrawal, deposit, fund transfer, remittance and other account service, bank card service, electronic banking service):**

- (a) Your basic information (including but not limited to name, articles of association, registered address, business address, correspondence address, contact information, business license, other approvals and certificates);
- (b) **relevant information (including but not limited to, identification certificate, supporting documents of source of wealth, shareholding structure) of indirect and direct investors and managerial personnel (including but not limited to, indirect and direct investors, partners, shareholders, actual controllers, actual beneficiaries, legal representatives, responsible persons, directors or executive directors, council members and officers);**
- (c) business information (including but not limited to, business scope, operating condition, trading countries and regions, (including the transit countries and regions in re-export trade), relevant Special Certificate of Origin, identification certificate and contact information of authorized representatives or agents);
- (d) transaction information (including but not limited to account transactions and relevant business activities, counterparties and supporting documents of source of fund); and
- (e) other documents, materials and information decided by Us from time to time to be relevant

to (i) the application, maintenance, use of any bank products and/or services; (ii) requirements stipulated by any laws, regulations and Authorities (including but not limited to those laws, regulations and Authorities in the jurisdictions where the account is opened, or where a remittance is originated from or made to, and where any Bank Member is situated); and/or (iii) Bank Member’s internal policies, management requirements or business decisions.

**12.2 You shall, upon receipt of the aforesaid notice, immediately provide the Important Information to us within such period and in such contents and manners as required by such notice. You shall ensure authenticity, validity, accuracy and completeness of the Important Information and that there exists no omission, concealment or misleading information.**

**12.3 You agree that, if without reasonable causes, You fail to provide, supplement, confirm, or update the relevant Important Information within the period requested by Our notice, We shall have the right, upon 30 days of such overdue (according to the due day specified in Our first notice), to take the following actions, individually or consecutively, provided that a notice of not less than 30 days will be served in advance:**

- (a) to suspend, cease or refuse to provide all or any bank products and/or services to You till You provide, supplement, confirm or update the relevant Important Information as requested by Us; and/or
- (b) to terminate all or any bank products and/or services, including closing all or any of Your accounts, in which circumstance You shall provide a substitute account opened with another bank to receive the balance in accordance with Our request. Where no such substitute account is provided, We shall designate an account to deposit the amount temporarily, and You may apply to withdraw the amount by submitting such application and providing and executing such documents as requested by Us.

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**12.4 You agree that, We shall under no circumstances be liable for any Losses or damages, direct or indirect, (including but not limited to Losses of profits or interest) incurred to You arising from Our exercising the rights under this clause.**

**12.5 To avoid any conflict, to the extent where clause 12 applies, clause 10.1 and clause 16.1 in Account Terms shall not apply."**

### Supplement to Standard Terms

Standard Terms shall be revised as follows:

1. Definition of "Notify" in clause 1.1 shall be revised as follows:

“**Notify**” means Our disclosure to You of information by any of the following methods:

- (a) verbally;
- (b) delivery by designated person (including Our officer or agent);
- (c) in writing by post, fax, email etc.;
- (d) notice or announcement placed or posted at Our premises; or advertised in any media including newspaper, television, radio etc; or posted on internet or Our Website; and
- (e) other methods We deem appropriate and allowed by laws and regulations;

and **“Notified”, “Notifying” and “Notification”** have corresponding meanings.”

2. Clause 1.2(a)(iii) shall be revised as follows:

““person” includes individual, a sole proprietorship, an individual proprietor enterprise, a partnership, a body corporate, an unincorporated association, a government, a state, an agency of a state and a trust;”

3. Item (e), (f) and (g) shall be added to Clause 5.2 as follows:

- “(e) posted on internet or Our Website, on the day of posting;
- (f) placed or posted at Our premises, on the day of placement or posting ; and

(g) advertised in any media including newspapers, television, radio etc., on the day of advertising;”

4. Clause 8.4 shall be added as follows:

“8.4 You shall pay Us all the fees related with the Account and other relevant services. For the charging items and standards, please refer to the contract signed and the tariff We published from time to time .”

5. Item (f) and (g) shall be added to Clause 16.2 as follows:

“(f) upon the death or incapacitation of the sole proprietor in the case of a sole proprietorship; or

(g) in the case of a sole proprietorship, upon its cessation of operation or, in the case of a partnership or individual proprietor enterprise, upon its dissolution.”

6. Headline of Clause 17 & clause 17.1 shall be revised as follows:

#### **“Partnerships, Sole Proprietorships and Individual Proprietor Enterprises”**

**17.1 Liability:** If You are a partnership, all partners are bound by the Agreement, and liable for all debts and other liabilities owed by You to Us on a joint and several basis even if there are any changes in Your partnership, or You implement a name change or the partnership is dissolved. If You are a sole proprietorship or individual proprietor enterprise, the assets of the individual who is operating or investing in the sole proprietorship or individual proprietor enterprise and/or his/her family’s assets shall be liable for all debts and other liabilities owed by You to Us despite any changes (including but not limited to name change), or cession of operation of the sole proprietorship or dissolution of the individual proprietor enterprise.”

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