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**Standard Chartered Bank (China) Limited**

**General Terms for Integrated Wealth Management Service**

**10 August 2015**

[www.sc.com/cn](http://www.sc.com/cn)

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**Important Notice to Customers:**

**Customers shall carefully read all terms and conditions set out in this document (especially the contents in bold and underlined) prior to purchasing any Wealth Management Products from the Bank or using any Integrated Wealth Management Services provided by the Bank. Customers may request the Bank to explain or clarify any terms in detail or seek independent professional advice from any third parties. Customers should not invest in any Wealth Management Products or accept any Integrated Wealth Management Services if you are not certain about the terms and conditions set out in this document.**

**This document sets out the terms and conditions of Wealth Management Products and Integrated Wealth Management Services between the Bank and the Customer and form part of the Transaction Documents for Wealth Management Products. Transaction Documents (including this document) and the relevant terms, rules, regulations or agreements in respect of Bank accounts and services (including without limitation Standard Chartered Bank (China) Limited's Terms and Conditions for Bank Accounts and Services and Terms and Conditions for Personal Electronic Banking Service applicable to individual Customers, and Standard Chartered Bank (China) Limited's Account Terms, Standard Terms Integrated China, Consolidated Country Supplement China and SME Country Supplement to Standard Terms Integrated China applicable to non-individual Customers) (including any amendments and supplements thereto from time to time) together constitute the entire agreement between the Bank and the Customer in respect of the Wealth Management Products and the Integrated Wealth Management Services. When reading this document, please also read other relevant documents and applicable terms and conditions.**

Please contact the Bank if you have any queries. You may visit the Bank's official website ([www.sc.com/cn](http://www.sc.com/cn)) for the closest bank branch and the most up-to-date contact details.

The General Terms for Integrated Wealth Management Services (including any amendments and supplements hereto from time to time, collectively the "**WM General Terms**") shall apply to any Integrated Wealth Management Services and any Wealth Management Products thereunder provided by Standard Chartered Bank (China) Limited (including any of its branches and its successors and assignees in China) (the "**Bank**"). For the avoidance of doubt, the WM General Terms shall govern the Wealth Management Products purchased by the Customer in any branch of the Bank. Any individual or institutional customer (including its agents, successors, assignees and joint account holders, collectively the "**Customer**") that purchases any Wealth Management Products from the Bank or uses any Integrated Wealth Management Services provided by the Bank shall be bound by the WM General Terms. **To the extent permitted by law, the Bank may amend or supplement the WM General Terms from time to time and will notify the Customer in accordance with Clause 15 hereof. If the Customer objects to such amendments or supplements, it shall notify the Bank in writing within the period specified in the notification or call the Bank within the aforesaid period and then notify the Bank in writing. If the Bank did not receive any written objection from the Customer within the specified period, the Customer is deemed to agree to be bound by such amendments and supplements.**

The WM General Terms are formulated on 30 July 2015 and are published on the official website ([www.sc.com/cn](http://www.sc.com/cn)) of the Bank. The current version of the WM General Terms shall take effect as of 10 August 2015.

## 1. Definitions and Interpretations

- 1.1 Unless the context requires otherwise, the following definitions shall apply in this document.

"**Integrated Wealth Management Service**" means the investment and wealth management activities carried out by the Bank according to the investment plan and method agreed by and between the Bank and the Customer in advance, including without limitation, (i) QDII Investment service; (ii) Market Link Series service; (iii) Currency Link Series service, (iv) Domestic Trust Investment service and (v) other wealth management services provided by the Bank from time to time in its own name.

"**Wealth Management Product**" means, in respect of an Integrated Wealth Management Service, the specific wealth management product offered by the Bank to the Customer, including without limitation, any wealth management product under QDII Investment, Market Link Series, Currency Link Series and Domestic Trust Investment. For the avoidance of any doubt, Wealth Management Product does not include any products offered by the Bank as a distributor.

"**Underlying**" means the underlying assets to which the investment of the Wealth

Management Products is linked, including without limitation, stocks, exchange traded funds, commodities, commodity indices, stock indices, funds, credit assets, interest rates and currencies.

**"QDII Investment"** means that the Bank accepts the authorization by the Customer and conducts investment in its own name in offshore financial products with such Customer's funds in accordance with relevant rules.

**"Offshore Products"** means the offshore financial products which satisfy the relevant regulations and policies of regulatory authorities, invested by the Bank in its own name with the Customers' funds collected under the QDII Investment service.

**"Trust Scheme"** means the trust business carried out by a trust company as trustee for the benefit of the beneficiaries in respect of which it collectively manages, utilizes or disposes of the funds provided by the settlors pursuant to the intention of the settlors.

**"Trust Wealth Management Plan"** means the Domestic Trust Investment plan established by the Bank in accordance with the investment plan and method agreed in advance between the Bank and the Customer.

**"Domestic Trust Investment"** means the investment and management activities carried out by the Bank to obtain investment profits by investing in its own name funds under the Trust Wealth Management Plan into one or more Trust Schemes legally constituted by trust companies which are registered within the territory of China according to the investment plan and method agreed in advance between the Bank and the Customer. The Bank may issue affixed-term or perpetual Domestic Trust Investment products.

**"Market Link Series"** means investments linked to interest rates, exchange rates, indices, stocks, funds and other Underlying by the Bank in accordance with the investment plan and method agreed in advance between the Bank and the Customer, and any other similar products of the Bank from time to time.

**"Currency Link Series"** means that the calculation of return, principal or any combination thereof for the products is fully or partially by reference to the fluctuation of specific exchange rate in accordance with the investment plan and method agreed in advance between the Bank and the Customer. The principal and its return of such investment may be paid in different currencies.

**"Law"** means any law, regulation, rule, measure, guidance, policy, detailed rule, interpretation, treaty, direction, judgment, order, demand or command of any

competent government or judicial, regulatory, self-regulatory or other authorities or bodies.

**"Business Day"** means any day on which commercial banks are open for general business in China (excluding Saturday, Sunday and public holidays), unless otherwise specified in Transaction Documents.

**"Force Majeure Events"** means any events unforeseeable or not controlled by the Bank which have a material impact on the Wealth Management Products and the Integrated Wealth Management Services, including without limitation: (i) force majeure, act of God, war, terrorist activity, strike, natural disaster, severe weather, epidemic, government control, malfunction of communication, computer or electronic communication systems (not caused by the Bank) and the termination or closure of the relevant market; (ii) the Bank's performance of any Transaction Documents or obligations under specific Wealth Management Products, or any arrangements made by the Bank (either by itself or via its affiliates) to hedge its position under the investment of the Wealth Management Products, is or will be wholly or partially unlawful/illegal or prohibited, or substantially prevented or delayed, or otherwise becomes commercially non-viable due to any actions of any government or other organizations, implementation of and changes in applicable Law, major legislative or administrative intervention, or the occurrence of civil war, turmoil, military actions, riot, political uprising, rebellion, or financial or economic reasons beyond the control of the Bank or any other reasons or impediments, or any other events outside the Bank's control; and (iii) any other circumstances or events that the Bank cannot reasonably foresee, avoid, control or overcome.;

**"U.S. Persons"** means:

- (1) in respect of individual Customers, (a) any U.S. residents ("U.S. residents" means individuals habitually residing in the United States or satisfying the actual residence standard specified by U.S. Internal Revenue Service; (b) U.S. citizens; or (c) holders of green cards issued by the U.S. government. For the avoidance of any doubt, any persons simultaneously satisfying the above conditions as well as one of the conditions set out below shall also be deemed as U.S. Persons: (i) having a right of permanent residence in other countries other than the United States; or (ii) having double or multiple citizen status (being a citizen of the United States and one or more other countries);
- (2) in respect of non-individual Customers, any of (a) U.S. companies (including private investment companies established within the territory of the United States) or U.S. partnerships established within the territory of the United States; (b) U.S. trusts (for example, U.S. Persons having actual control over substantial decisions (such as in relation to payment or investment) of the trusts; or (c) U.S.

estates.

For the purpose of this definition, "United States" geographically refers to any state of the country, including District of Columbia, but the "United States" referred to under paragraph (1)(a) and (1)(b) also includes U.S. territories such as U.S. Samoa, Guam Island, Northern Mariana Islands, U.S. Virgin Islands and Puerto Rico.

**"Transaction Documents"** means the WM General Terms, Specific Product Transaction Documents and other documents (including documents made available or provided to the Customer by the Bank from time to time under the relevant transactions) applicable to the transactions in respect of the Wealth Management Products between the Bank and the Customer, and all the above mentioned documents (including amendments and supplements thereto from time to time) together constitute the offering terms and conditions of the relevant Wealth Management Products.

**"Specific Product Transaction Documents"** means, in respect of any specific Wealth Management Products, any transaction documents (and amendments and supplements thereto) made available or provided by the Bank or signed, confirmed or accepted by the Customer, including without limitation Know Your Investment Risk and Know Your Rights and Interests, the term sheet, product information lists, transaction instructions, applications and confirmations.

**"China"**, for the purpose of the WM General Terms, means People's Republic of China, excluding Hong Kong Special Administrative Region, Macao Special Administrative Region and Taiwan.

**"Person"** means any individual, sole trader, sole proprietorship enterprise, partnership, company, public institution, foreign invested enterprise, foreign institution stationed in China or other corporation or non-corporate organization.

1.2 Headings herein are for ease of reference only and shall not affect the interpretation hereof.

1.3 Unless otherwise specified hereunder, references to the singular include the plural, and vice versa.

## 2. Transaction Documents

2.1 **In addition to the WM General Terms, the Customer shall sign, confirm or accept Specific Product Transaction Documents. In the event of any inconsistencies between the WM General Terms and any Specific Product**

**Transaction Documents, the Specific Product Transaction Documents shall prevail in respect of the relevant Wealth Management Products. In respect of any Specific Product Transaction Document, if there is any inconsistencies between (a) the confirmation and (b) Know Your Investment Risk, Know Your Rights and Interests, and term sheet, the confirmation shall prevail.**

- 2.2 The terms and conditions of the Transaction Documents shall not preclude any rights and powers of the Bank under any other agreements or documents (including relevant account opening documents, applicable terms, rules and regulations in respect of Bank accounts and services, such as Standard Chartered Bank (China) Limited's Terms and Conditions for Bank Accounts and Services and Terms and Conditions for Personal Electronic Banking Service\_of applicable to individual Customers and Standard Chartered Bank (China) Limited's Account Terms, Standard Terms Integrated China, Consolidated Country Supplement China, SME Country Supplement to Standard Terms (China) applicable to non-individual Customers, and the amendments and supplements thereto from time to time) entered into by and between the Bank and the Customer. For the avoidance of any doubt, the Bank's rights and powers granted in all documents shall be cumulative and are not conflicting, replaceable or amended by each other.
- 2.3 Once effective, the WM General Terms shall supersede all prior similar documents executed or acknowledged by the parties, including any Integrated Wealth Management Service Master Agreement, the QDII Investment Agreement, the Market Link Series Customer Agreement, the Currency Link Series Customer Agreement, the Terms and Conditions for Dynamic Return Investment, the Additional Terms and Conditions for Market Link Series, the Additional Terms and Conditions for Currency Link Series, and the Domestic Trust Investment Customer Agreement.
- 2.4 **Upon the occurrence of any of the following circumstances or events, the Customer agrees that the Bank is entitled to decide, to the extent permitted by Law, (1) to refuse the application by Customer for investment in the Wealth Management Products; (2) to adjust, suspend or terminate, in full or in part, the Wealth Management Products; and/or (3) to amend or supplement the Transaction Documents, without being liable for any costs, fees, interests and liabilities incurred by the Customer arising therefrom:**
- (i) **Force Majeure Events;**
  - (ii) **manifest errors in the Transaction Documents or in the operation/process of sale and transaction of the Wealth Management Products;**



- (iii) changes to the Customer's identity including without limitation: (a) the Customer becomes a U.S. Person and (b) the Customer's age triggers the relevant age restrictions specified in the investor policies of the Wealth Management Products formulated by the relevant regulatory authority or the Bank from time to time;
- (iv) any circumstances requiring compliance with Law or the Bank's policies (including without limitation the Bank's anti-money laundering policy);
- (v) breach by the Customer of the representations and warranties made under Clause 11 of the WM General Terms; and
- (vi) other circumstances specified in the Transaction Documents (especially Product Transaction Documents).

The Bank will notify the Customer in writing of the above cancellation, adjustment, suspension, termination, amendment and supplement.

2.5 Notwithstanding any other provisions in the WM General Terms, if the Bank amends any Transaction Documents (including without limitation, adjustments to the following matters):

- (1) the scope, type or proportion of investment; or
- (2) fee items or charging conditions, standards or methods,

and the Customer does not accept such amendments, the Customer may request for redemption or early redemption of such Wealth Management Products (but the Customer may as a result suffer relevant costs and losses incurred by such redemption/early redemption. Please refer to detailed provisions on redemption/early redemption in Specific Product Transaction Documents) within the period specified in the amendment notice in accordance with the provisions of relevant Transaction Documents. If the Bank has not received such request from the Customer for redemption/early redemption of such Wealth Management Products upon expiry of the period specified in the amendment notice, the Customer shall be deemed to accept such amendments and such amendments shall become effective on the date on which such specified period expires or as specified in the amendment notice.

### 3. Instructions of the Customer

- 3.1 Instructions of the Customer mean any requests and/or orders made by the Customer to the Bank in respect of the investment of the Wealth Management Products (including without limitation subscription, purchase, sale, redemption/early redemption, conversion, confirmation and any other matters). Unless otherwise agreed, the Bank will only accept instructions made by the Customer to the Bank in the following forms: (i) original written document signed by the Customer or its duly authorized signatory (in the case of an individual Customer); (ii) original written document signed and sealed by the legal representative / responsible person of the Customer or its duly authorized signatory (in the case of a non-individual Customer); or (iii) online banking, telephone, facsimile or other distant or electronic communication means. **In any event, the Customer agrees to comply with the relevant trading methods and rules of the Bank as amended and supplemented from time to time.**
- 3.2 **Unless the Bank agrees otherwise, all the instructions of the Customer shall be irrevocable and will not be returned to the Customer once delivered.**
- 3.3 Unless otherwise agreed, instructions of the Customer will be acted on during the Bank's business hours on a Business Day. If the performance of relevant instructions involves any offshore party, the Bank will act on the instructions of the Customer in the business hours of such party in accordance with Law and customs applicable to such party as specified in the Transaction Documents.
- 3.4 Unless otherwise agreed, the Bank will use its commercial and reasonable endeavor to act on all instructions of the Customer, and the Customer acknowledges and accepts that the Bank may fail to act on such instructions due to market conditions. The Customer will assume all consequences arising from or in connection with such failure. The Bank shall not be liable to the Customer or any other party else in respect of any delay, failure or partial failure in acting on such instructions of the Customer due to Force Majeure Events or any reasons not attributable to the Bank (including without limitation malfunction or failure of any computer or electronic system or equipment beyond the control of the Bank).
- 3.5 In the event of uncertainty or conflicting instructions, the Bank may (but is not obligated to) make enquiries to clarify such instructions, and shall not be liable for the delay arising therefrom. The Bank shall have the sole and absolute discretion to reject or accept such instructions.
- 3.6 The Customer shall not instruct the Bank to take any action which may violate the Law or Transaction Documents. The Bank shall be entitled to reject any such instructions.

#### 4. **Risk Disclosure**

4.1 **The Wealth Management Products are not bank deposits, and the Customer should be prudent in dealing with this investment. The Wealth Management Products carry risks not normally associated with ordinary bank deposits and are generally not a suitable substitute for ordinary savings or deposits. Unless otherwise expressly provided in the Transaction Documents, the expenses and risks of such Wealth Management Products shall be for the account of the Customer.**

4.2 **Risks exist in any investment of the Wealth Management Product, including without limitation principal and return risk, market risk, redemption/early redemption risk, credit risk, liquidity risk, interest rate risk, exchange rate risk, Force Majeure Event risk, legal and political risk, special event adjustment risk, cancellation and early termination risk, incident risk, reinvestment risk, offshore product risk and tax risk.**

4.3 **The Customer must carefully read the risk disclosures or explanations in relation to the Wealth Management Products in Transaction Documents (especially the Know Your Investment Risk in the Specific Product Transaction Documents) to fully understand investment risks involved in the Wealth Management Products, and should at its sole discretion make a cautious decision as to whether it is suitable to invest in relevant Wealth Management Products:**

**(1) A return-guaranteed Wealth Management Product still involves investment risks, and only the return expressly promised in the Transaction Document can be guaranteed;**

**(2) A principal-protected Wealth Management Product with floating return still involves investment risks, and only the principal instead of any return can be guaranteed;**

**(3) A non-principal-protected Wealth Management Product with floating return will not guarantee the principal or return, and the Customer may suffer losses due to market changes.**

4.4 **Market Risk**

**(1) The value of any Wealth Management Products may fluctuate and even**

**substantially lower than the initial investment amount. It is possible that the return on any Wealth Management Product selected by the Customer may be low or even zero.**

**(2) The past performance of any Wealth Management Product should not be taken as an indication to its future performance. The past performance of any Offshore Product / Underlying / Trust Scheme should not be taken as an indication to its future performance.**

**(3) The return on the Wealth Management Products will depend on fluctuation (which may be upwards or downwards) in the Trust Schemes, Offshore Products, Underlyings and relevant prices or indices to which the investment is linked. Before investing in a specific Wealth Management Product, the Customer should make sure that it is familiar with the Trust Scheme, Offshore Product, Underlying and relevant prices or indices to which the investment is linked and understand the impact of the fluctuation on the investment return.**

4.5 **Redemption/early redemption are not applicable to all Wealth Management Products purchased by the Customer, and is subject to the Specific Product Transaction Documents. The Customer shall refer to Specific Product Transaction Documents to ascertain if the Wealth Management Products purchased could be redeemed / early redeemed. With respect to the Wealth Management Product to which redemption/early redemption does not apply, the Bank is unable to provide redemption price to the Customer. For SOME BUT NOT ALL Wealth Management Products with redemption / early redemption feature, the reference redemption price provided by the Bank in the monthly statement or other documents or otherwise (including without limitation on its website) is the latest price obtained by the Bank before the publication date. The Customer may need to consult the Bank for the latest reference redemption price. In any event, the reference redemption price provided is indicative and for the Customer's reference only. The final redemption price will be subject to the confirmation provided by the Bank upon or after the completion of redemption.**

## **5. Joint Account Customers**

5.1 Where two or more individual Customers jointly invest in the Wealth Management Product of the Bank as joint applicants, save as all the joint applicants notify the Bank in the form and substance acceptable to the Bank that they have expressly authorized a specific or any one of them to act on their behalf, each of the joint applicants shall sign and confirm all Transaction Documents (including without limitation the term

sheet, application forms and confirmations), and the instructions delivered to the Bank shall be made jointly by all the joint applicants, and the joint applicants shall be jointly and severally liable for all consequences that may arise out of the Bank acting on such instructions. The Bank shall not be liable in any way for any losses caused by the delay as a result of seeking the joint signatures or instructions of all the joint applicants.

- 5.2 The Bank shall be at liberty to release or discharge any of such Persons of the Customer from their liability under Transaction Documents or to accept any debt composition from or make other arrangements with any of such Persons without releasing or discharging other Person or Persons, or otherwise prejudicing or affecting the rights and remedies of the Bank against such other Person or Persons, and none of them shall be released or discharged from their debts as a result of the death of any one of them.
- 5.3 For the joint investment Customer, "Customer" shall mean all of such Persons collectively, unless otherwise specified in the Transaction Documents.
- 5.4 The Bank shall be entitled to reject any Customer's joint investment application in accordance with Law, regulatory requirements or bank policies (including without limitation anti-money laundering policies) or the Bank's business need.

## **6. Investment Management**

- 6.1 The Customer understands and agrees that the Bank will manage the Customers' investments in the same Wealth Management Product collectively, and will not segregate the investment of one Customer in the same Wealth Management Product from the investment of another Customer. The Customer understands and agrees that (i) it will not give any separate investment instruction to the Bank in respect of any funds to purchase the Wealth Management Product. The Bank shall be entitled to refrain from accepting or acting on such instruction (including without limitation those instructions as to whether or not to invest relevant funds in a certain Trust Scheme / Offshore Product / Underlying); (ii) the Bank is unable to provide any separate utilization or investment records in respect of the Customer's portion of investment in the Wealth Management Product.
- 6.2 Unless otherwise agreed, as of the return payment date, maturity settlement date or early termination settlement date of the Wealth Management Product, the Bank may pay the investment principal and return to the Customer by converting into currencies as agreed or otherwise. For the purpose of above payment, the Bank shall be entitled at its sole and absolute discretion to convert relevant funds into the currency of

Investment Money at the exchange rate as determined by the Bank. With respect to QDII Investment and Domestic Trust Investment, the Bank has no obligation to pay any fund (including without limitation the investment principal and return) to the Customer before it actually receives the fund from the issuer of the Offshore Products or the issuer of the trust products or its agent.

- 6.3 Unless otherwise agreed, all funds payable to the Customer shall be deposited in the original settlement account from which the funds for such Wealth Management Product have been withdrawn. If such account has been canceled or is unable to receive such funds due to any reason, the Customer shall timely designate an alternative account acceptable to the Bank to deposit such funds. If the Customer fails to duly designate an alternative account, the Bank may at its sole and absolute discretion deposit such funds temporarily in any account designated by the Bank. For the avoidance of doubt, subject to Clause 6.4, no interest will accrue on such temporary deposit.
- 6.4 No interest will accrue on any fund before such fund (including without limitation investment principal and return) is deposited into the Customer's account.
- 6.5 The Customer understands that the Bank may in good faith appoint and authorize an agent, custodian, trustee, investment advisor and manager (including without limitation an offshore investment manager, collectively a "**Manager**") as required by the relevant Wealth Management Product and Law to execute or manage the Wealth Management Product, or terminate such appointment and appoint a new or substitute Manager. The Customer understands that the Bank has the full right to make all arrangements with the Manager through negotiation in respect of any terms of appointment, termination of appointment or new or substitute appointment, and that the Bank may issue any instructions to the Manager at any time for purposes of utilizing and managing relevant investments or other assets at the expenses and risks of the Customer (including without limitation the operation risk, management risk and credit risk).

## 7. Purchase of Wealth Management Products

- 7.1 For the avoidance of doubt, the purchase of Wealth Management Products includes, without limitation, any subscription, purchase, conversion or any other transaction having the effect of purchasing Wealth Management Products.
- 7.2 The Customer may at any time make and deliver the transaction instruction to the Bank to purchase relevant Wealth Management Products within the purchase periods applicable to such Wealth Management Products.

- 7.3 The Customer shall deposit and maintain adequate and immediately available funds for investment in Wealth Management Products (the "**Investment Money**") in the relevant account opened by the Customer with the Bank. If the Customer subsequently withdraws amounts from such account, resulting in the balance of the account being less than the Investment Money, the Bank shall have the right to determine that the Customer has revoked its purchase application for the relevant Wealth Management Product.
- 7.4 It will not constitute an offer, an invitation to offer or an acceptance that the Customer obtains any Specific Product Transaction Documents or other similar documents (regardless of whether it has been signed or not). The execution and delivery of Specific Product Transaction Documents or other similar documents by the Customer is deemed as an application for purchase of the Wealth Management Product. The Bank shall be entitled to decide at its sole and absolute discretion whether to accept the purchase by the Customer in respect of any Wealth Management Product. For any specific Wealth Management Product, the Bank shall be entitled to decide whether to accept any Investment Money (or any part of it) in the Customer's account at any time on or prior to the start date of relevant Wealth Management Product.
- 7.5 The Customer hereby confirms that the Bank is authorized to transfer the Investment Money out of its designated account at any time. For the purpose of above money transfer, the Bank is entitled to at its sole and absolute discretion exchange the Investment Money into the investment currency of relevant Wealth Management Product at the exchange rate reasonably determined by the Bank. Interest shall not be calculated or paid on relevant Investment Money after such Investment Money is transferred out of the account that the Customer opens with the Bank. The Customer may inquire about the relevant information of its account and confirms that it will from time to time inquire about relevant information of its account.
- 7.6 If the Bank refuses to accept the purchase request from the Customer, the Bank shall give a notice to the Customer if practicable and the Bank will not be liable to the Customer.
- 7.7 **When the Investment Money is transferred out of the designated account in accordance with the relevant Transaction Documents, the Bank shall be entitled (but not obligated) to reconfirm the investment request for the Wealth Management Product in any other manner (including without limitation by telephone or email), regardless of the risk level of the relevant Wealth Management Product or the amount of a single purchase.**
- 7.8 The foregoing provisions in this Clause 7 regarding the purchase of the Wealth Management Product may also apply to redemption, early redemption or other similar

actions of the Wealth Management Product, if applicable.

## 8. Charges and Reimbursement of Expenses

- 8.1 The Customer shall pay to the Bank charges and other expenses in accordance with terms of the Transaction Documents.
- 8.2 **Unless otherwise specified in the Transaction Documents, the Customer shall fully reimburse the Bank on demand for any costs or expenses paid by the Bank for the benefit of the Customer and for the purpose of managing the investment in the Wealth Management Product purchased by the Customer. The Customer understands that the Bank may perform hedging, administrative or processing functions for the investment before the investment is made and consequent costs may be incurred. If the Customer fails to make an investment following agreement on the terms or if an investment is cancelled due to any reasons attributable to the Customer, the Customer will be liable for the Bank's costs and losses, including, without limitation the cost of placing and unwinding any hedging positions taken by the Bank in respect of the investment. The validity of this clause is independent of any other terms or agreements between the Bank and the Customer for the investment.**
- 8.3 **Subject to applicable Law and any other provisions of the Transaction Documents, the Bank reserves the right to impose service fees, management fees and / or other charges from time to time as the Bank thinks fit at its sole and absolute discretion. The Bank will notify the Customer of any fees or charges imposed or of any changes to such fees or charges (including the charging methods and standards) in advance. Such new fees or changed fees will be effective on the date specified in such notice.**
- 8.4 **In the event that the Bank shall terminate an Wealth Management Product or any part thereof prior to the Maturity Date as a result of the Bank acting on any judicial or administrative order which the Bank is legally obliged to abide by, the Customer shall fully indemnify the Bank against any losses and costs that the Bank may incur as a result of such termination (the amount of such losses and costs to be conclusively determined by the Bank). In such case, the Bank shall have the right to deduct the amount of such losses and costs as the Bank shall conclusively determine from the relevant funds payable to the Customer.**

## 9. Offset and Deduction



- 9.1 **The Customer agrees that the Bank may withhold the payment of any amount payable to the Customer unless and until the Customer has fully paid all its debts due / declared due to the Bank (collectively "due debts").**
- 9.2 **If the Customer fails to pay the Bank any amounts due and payable, the Bank may (i) deduct the equivalent to such amounts payable from any account maintained by the Customer with the Bank; or (ii) early redeem/redeem the relevant Wealth Management Product and use the proceeds to offset such amounts. The Bank shall promptly inform the Customer upon its completion of such action.**
- 9.3 **The circumstances under which the Bank may exercise its right of offset include without limitation the following: (a) the Customer fails to pay the Bank any overdue amounts; (b) any attachment, sequestration or similar procedure is commenced by a third party against the assets of the Customer; (c) the Customer is insolvent or presents a bankruptcy petition or a petition is presented for its bankruptcy; or (d) the Bank determines in good faith that the Customer is unable to pay its debts due, which is reasonably witnessed. This Clause 9.3 shall not prejudice other rights and powers of the Bank.**
- 9.4 **The Customer agrees and acknowledges that the Bank may assist in freezing or attaching any account maintained by the Customer with the Bank or any Wealth Management Product in which the Customer invests as required by any onshore or offshore courts or tribunals or regulatory, tax or other governmental authorities having jurisdiction over the Bank or its affiliates or subsidiaries, and that the Bank may deduct or debit the amount from any account maintained by the Customer with the Bank or early redeem/redeem/terminate and withdraw any Wealth Management Product and deduct and debit the amount from the proceeds, as required by applicable Law or as ordered by or agreed with courts, tribunals or regulatory, tax or other governmental authorities.**
- 9.5 **All sum owed to the Customer under a Wealth Management Product will be paid and settled by the Bank exclusively in China.**
- 10. Customer Acknowledgement, Limitation of Liability and Indemnity**
- 10.1 **The Customer acknowledges and agrees:**
- (i) **any information provided by the Bank is for reference only. The Customer makes investment decisions independently without relying**

- on any advice or recommendations (if any) provided by the Bank or any of its employees. The Customer will assume all liabilities and risks and the Bank will not be liable for any investment decision made by the Customer. The Customer further acknowledges that it has the appropriate opportunity to consult independent organizations or other parties in respect of above investment and obtain independent financial opinions; and**
- (ii) **materials related to the Offshore Product, Underlying and Trust Scheme are provided by the issuer of Offshore Product or other third parties, and the Bank is not obligated to review such materials. Unless otherwise specified in the Transaction Documents or save in the case of fraud, willful misconduct or gross negligence of the Bank, the Bank shall not be liable for the accuracy, completeness and timeliness of such materials or for any action or omission made by the Customer in accordance with such materials.**
- 10.2 **The Customer agrees to accept the risk tolerance assessment (i.e. customer investment profile (for individual customers) and corporate investment profile (for non-individual customers)) made by the Bank as required by the relevant regulatory authorities. If the latest customer investment profile/corporate investment profile indicates that a specific Wealth Management Product is not appropriate for the Customer, the Bank is entitled to refuse to offer services in relation to such Wealth Management Product at its sole and absolute discretion.**
- 10.3 **The Customer agrees and understands that no Wealth Management Product under the Integrated Wealth Management Service is or will be registered in the United States pursuant to the U.S. Law or offered within U.S. or to U.S. Persons.**
- 10.4 **The Bank or its agent shall not be liable for any direct or indirect losses (including without limitation losses arising out of delay in payment) arising from its failure or delay in performance of its obligations under any Transaction Documents due to Force Majeure Events.**
- 10.5 **If the Customer requests the Bank or any agent to take any legal actions or other legal proceedings on the behalf of the Customer, the Customer shall provide a guarantee satisfactory to the Bank and the agent such that the Customer will fully indemnify the Bank and the agent against all expenses and debts in connection with such legal proceedings.**

- 10.6 **The Customer agrees to indemnify the Bank against all claims, debts and reasonable costs and expenses (including attorney's fees and other legal fees) directly or indirectly arising from the performance by the Bank or any of its affiliates, directors, employees or agents of its duties under the Transaction Documents or the Customer's breach of its obligations, representations and warranties under the Transaction Documents. All the reasonable fees arising out of the Bank's collection of the amount owed by the Customer to the Bank or enforcement of the Customer's liabilities shall also be included in such indemnification.**
- 10.7 **The WM General Terms are not intended to exclude or limit liabilities which are forbidden to be excluded or limited under the Law of China, including the Bank's liability to the Customer as a result of the Bank's fraud, willful misconduct or gross negligence.**

**11. The Customer's Representations and Warranties**

- 11.1 **The Customer hereby represents and warrants to the Bank that:**
- (i) **(a) it is a Chinese resident aged eighteen or above, or a foreigner aged eighteen or above who has been working and residing in the domestic territory of China for more than one year, or an onshore organization established and validly existing under the Law of China; and (b) it is not a U.S. Person.**
  - (ii) **the information that the Customer provides to the Bank to assess whether it is appropriate for it to purchase a specific Wealth Management Product and the information that the Customer provides from time to time to the Bank under the Integrated Wealth Management Service is correct, accurate and valid in every aspect;**
  - (iii) **it invests in any Wealth Management Product as the principal on its own behalf and not as a trustee or agent.**
  - (iv) **it is fully entitled to sign the WM General Terms and other relevant Transaction Documents, and exercise and perform its rights and obligations specified in the Transaction Documents, which does not breach any requirement of any Law, contracts or other documents binding on it. If the Customer is a non-individual, the Customer has obtained necessary approvals, certificates and authorizations for signing and performing the WM General Terms. In addition, the WM General Terms is binding on the sustaining and continuing entity of the**

**Customer notwithstanding any change to the Customer, including without limitation any merger and split-up.**

- (v) **if the Customer is a state-owned enterprise or purchases the Wealth Management Product with state-owned assets, the Customer shall ensure that it has obtained all approvals and authorizations required for investing in wealth management products with state-owned assets, and that its purchase of the Wealth Management Product does not violate any requirements or restrictions in relation to the administration and use of state-owned assets.**
- (vi) **in the case of a non-individual customer, the Customer shall provide powers of attorney and board resolutions as the Bank may require from time to time. The Bank may rely on the content of any powers of attorney and act on and accept any instruction from any authorized signatory specified in any powers of attorney. The Customer may provide the Bank with amended or replaced powers of attorney from time to time. The Bank will be entitled to process any new powers of attorney within a reasonable period of no less than seven (7) Business Days from actual receipt of such notification, and in the meantime the Bank may continue to act in accordance with the existing powers of attorney; and**
- (vii) **In the case of a non-individual customer, the Customer shall monitor and implement internal controls to ensure that any Wealth Management Product purchased from the Bank complies with its investment policies and/or strategies.**

11.2 **The representations and warranties set out in Clause 11.1 shall remain correct, accurate and valid by reference to the fact at any time during the period in which the Customer instructs the Bank to provide any Integrated Wealth Management Service. The Customer understands that such representations and warranties form the basis on which the Bank consents to the Customer's request to invest in the relevant Wealth Management Product. The Bank has the right (but not obligation) to require the Customer to provide further information or otherwise verify the contents of the above representations and warranties at any time.**

## **12. Customer Information and Disclosure**

12.1 The Customer shall provide the Bank with documents and information from time to time for the purpose of proper management of the Customer's funds for the Wealth

Management Product by the Bank and timely provision of relevant documents and information by the Bank to the Customer. In case of significant changes in the documents and information that the Customer provides to the Bank for Integrated Wealth Management Service, the Customer shall notify the Bank immediately, or, the Customer shall be liable for any consequences and losses arising therefrom. The Customer shall promptly inform the Bank of any changes in the identity or other information provided by the Customer, failing which the Bank shall be entitled to cancel relevant transactions or refuse to enter into new transactions.

12.2 The Customer shall at the Bank's request supply the Bank with such personal or corporate data as the Bank may from time to time require for the purposes of:

- (i) processing the Customer's application for opening any account and / or using any Wealth Management Product; and
- (ii) operating the accounts.

12.3 **The Customer agrees that the Bank may from time to time collect relevant information of the Customer (including without limitation the information provided by the Customer and collected by the Bank in the course of transaction), and may use the relevant data and information of the Customer to evaluate your and/or the information owner's credit status, to process loan, financing request or other banking services; to ensure the Bank can provide and maintain regular banking services, e.g., the information storage or other outsourcing services provided by any related company to the Bank, debt collection agency or printing vendor etc.; to ensure regular credit check and post-loan management; to assist other institutions to conduct credit checks and collect debts; to ensure ongoing credit worthiness of you and/or the information owner; to design financial products, financial services or related products; to market financial products, financial services or related products, including without limitation the marketing to you and/or the information owner via brochure, telephone calls, short message, facsimile and email; to determine your and/or the information owner's amount of indebtedness owed to or by the Bank; to collect and liquidate debts, including without limitation the enforcement of creditor's rights or security interests; to disclose according to the laws binding on the Bank or otherwise as required by any regulatory authority to which the Bank is subject; to disclose to the actual or potential assignee, or participant or sub-participant in relation to any of the Bank's rights and/or obligations and their agents and consultants so that they can evaluate the intended assignment, participation or sub-participation, to facilitate the Bank to re-allocate and transfer its asset in the secondary market for a financial management**

**purpose; to disclose so that relevant information and data can be consolidated from the perspectives of accounting, audit, financial, tax and compliance in accordance with applicable laws or exchange rules as the Bank's group or any related company is a listed company or an institution particularly chartered; to disclose to service providers who offers hub processing and other outsourcing services to the Bank which is an integral part of banking services; to disclose to insurance companies, professional consultants and audit agencies for risk diversification or assessment purposes; to disclose to rating agencies, insurance institutions and credit protection providers which is necessitated by the inherent design of relevant financial products; and to disclose for other purposes relating to the above and as agreed with you and/or information owner.**

12.4 **For individual customers, the Bank, the Standard Chartered Group and each member thereof and its officers, employees, agents and advisers should be permitted to disclose Customer information to:**

- (a) the head office and any other member of the Standard Chartered Group in any jurisdiction ("permitted parties");**
- (b) professional advisers, service providers or independent contractors to, or agents of, the permitted parties, such as debt collection agencies, data processing firms and correspondents who are under a duty of confidentiality to the permitted parties;**
- (c) any actual or potential participant or sub-participant in relation to any of the Group Office's obligations under the banking agreement between the parties, or assignee, novatee or transferee (or any officer, employee, agent or adviser of any of them);**
- (d) any credit bureau or credit reference agency, rating agency, business alliance partner, insurer or insurance broker of, or direct or indirect provider of credit protection, or any permitted parties;**
- (e) any financial institution which the Customer has or may have dealings for the purpose of conducting credit checks (including in the form of bank references);**
- (f) any court, tribunal or authority (including an authority investigating an offence) with jurisdiction over the permitted parties or as required by law or regulation;**

- (g) a merchant or a member of a card association where the disclosure is in connection with use of a card;
- (h) any authorised person or any security provider;
- (i) anyone the group office considers necessary in order to provide the Customer with services in connection with a product,

In addition, the Customer should consent to the recipients of the information the Group Office discloses, using and transferring the information where it is necessary to:

- (a) provide the Customer with services in connection with a product;
- (b) monitor the group office's compliance with law and the Group Office's and the Standard Chartered Group's policies; or
- (c) support the group office's and the Standard Chartered Group's business, financial and risk monitoring, planning and decision making.

12.5 For non-individual customers, the Bank, the Standard Chartered Group and each member thereof and its officers, employees, agents and advisers should be permitted to disclose Customer information to:

- (a) any Bank Member;
- (b) any Bank Member's service provider, professional advisor, insurer or insurance broker who is under a duty of confidentiality to the discloser;
- (c) any actual or potential participant, sub-participant or assignee, novatee or transferee of the Bank Member's rights or obligations under any transaction between the parties (or any of its agents or professional advisors);
- (d) any rating agency, or direct or indirect provider of credit protection; or
- (e) as required by law or any Authority.

"Affiliate" means, in relation to a company: its Subsidiary; its Holding Company; or any other Subsidiary of that Holding Company, including head offices and branches of the above.

**“Authority”** means any government, quasi-government, administrative, regulatory or supervisory body or authority, court or tribunal with jurisdiction over the Group Office, its head office or Holding Company.

**“Bank Member”** means Standard Chartered PLC or any of its Affiliates (including branches).

**“Control”** means where one person (either directly or indirectly and whether by share capital, voting power, contract or otherwise) has the power to appoint and/or remove the majority of the members of the governing body of another person or otherwise controls or has the power to control the affairs and policies of that other person and that other person is taken to be **“Controlled”** by the first person.

**“Holding Company”** means, in relation to a company, a company in respect of which the first named company is a Subsidiary.

**“Subsidiary”** means, in relation to a company, any other company: which is Controlled, directly or indirectly, by the first named company; more than half the issued share capital of which is beneficially owned, directly or indirectly, by the first named company; or which is a Subsidiary of another Subsidiary of the first named company.

### 13. Monthly Statement / Bill

- 13.1 Unless otherwise specified in the Transaction Document, the Bank will send the hardcopy or electronic monthly statement / bill to the Customer each month (unless the term of the Wealth Management Product is shorter than one month).
- 13.2 The time for the Bank to send the monthly statements / bills varies depending on the Wealth Management Products.
- 13.3 Where the Customer does not receive the monthly statement / bill of the Wealth Management Product for the current month, the Customer shall promptly make the enquiry with the Bank so that the Bank may assist the Customer to obtain such monthly statement / bill as soon as possible.

### 14. Confirmation

- 14.1 The Bank shall send a written confirmation (each a **“Confirmation”**) to the Customer in relation to the subscription, purchase, sale, conversion, early redemption, redemption, early termination, amendment, adjustment, cancellation, maturity, return payment in respect of the Wealth Management Product.



- 14.2 In respect of the Wealth Management Product, the Bank will also deliver to the Customer at its sole and absolute discretion, promptly after any data, return or amount is determined for the purposes of the Wealth Management Product, a written confirmation of the data, return or amount so determined. Any failure or delay in delivering such a confirmation shall not prejudice the validity of any such determination.

## 15. Communications / Notices

- 15.1 Any communication or notice delivered by the Customer to the Bank shall be irrevocable, and will be effective only when the Bank actually receives it at its designated address and / or in the designated manner.
- 15.2 Any communications, notices or documents (including without limitation Transaction Documents and monthly statements / bills) from the Bank to the Customer may be delivered by post (postage prepaid), facsimile, email, bulletin at any bank branch, official website or otherwise as deemed fit by the Bank, addressed to the Customer at the latest mailing address or facsimile number, email address or other details notified by the Customer for the purpose of relevant Wealth Management Products or Integrated Wealth Management Service.
- 15.3 All the communications, notices and documents sent under Clause 15.2 shall be deemed to have been delivered to the Customer:
- (i) If delivered personally or by courier, on the date of such delivery;
  - (ii) if sent by post, 4 days after posting if mailed to an address within China, or 7 days after posting if mailed to an offshore address;
  - (iii) if sent by facsimile, when the Bank's system indicates the completion of transmission;
  - (iv) if sent by email, when the Bank's system indicates the completion of sending;
  - (v) if published in a bulletin at any of the Bank's branches or at its official website, on the date of such publication; and
  - (vi) in any manner as agreed between the Bank and the Customer from time to time.

The Customer shall carefully read and review the contents of communications, notices

or documents. Subject to any other provisions of the Transaction Documents, if the Customer has any questions on the contents of such communications, notices or documents, the Customer shall notify the Bank in writing within fourteen (14) days of the signing date specified therein or the period specified therein (if applicable), or call the Bank within the aforesaid period and then send a written notice to the Bank. If the Bank does not receive any such notice from the Customer within the above period, the Customer is deemed to accept the contents of the communications, notices or documents and agree that the communications, notices or documents are accurate in all aspects. Accounts and records maintained by the Bank, in the absence of manifest errors or save as corrected by the Bank, are final and conclusive in all circumstances.

- 15.4 The Customer understands and agrees that the Bank may make any necessary information disclosure to the Customer in connection with the Wealth Management Products in which the Customer invests in the manner specified in this Clause 15 or in any other manner specified in any Transaction Documents. The Customer shall ensure that its correspondence details provided or made available to the Bank remain valid (and shall promptly inform the Bank in writing of any change therein) for purposes of any communications, notices, documents and information disclosures from the Bank. The Customer shall at all times pay careful attention to the information disclosed at the Bank's business premises and official website in order to obtain updates on Wealth Management Products. The Customer agrees and confirms that the publication by the Bank of information, data and charts in relation to Wealth Management Products in the bulletin at its branches or official website shall constitute information disclosed to the Customer in connection with the relevant Wealth Management Products.
- 15.5 With respect to joint account customers, subject to any inconveniences caused by the Bank's system and operation, the Customer agrees that the Bank's service of notices, requirements or other communications and legal process in connection with the Transaction Documents to either one of the joint account customers shall constitute service to all the joint account customers. Any Customer receiving such notices, requirements or other communications and legal process shall promptly forward the same to the other joint account customers.

## **16. Assignment**

- 16.1 Without the prior written consent of the Bank, the Customer undertakes that it shall not assign, transfer, mortgage or pledge any of its rights or obligations under the Transaction Documents (unless otherwise expressly specified in relevant Transaction Documents), or any Wealth Management Products and its rights and interests thereunder, or otherwise encumber any Wealth Management Product and its rights and interests thereunder, unless otherwise agreed by the Bank.

- 16.2 The Customer hereby confirms that the Bank may at any time assign, novate or transfer any of its rights and obligations under the Transaction Documents to any third party without the consent of the Customer. The Bank will notify the Customer accordingly.

## 17. Termination

- 17.1 **Unless otherwise required by the applicable Law, all Integrated Wealth Management Services are provided on an uncommitted basis. The Bank may at any time (including without limitation upon the default of the Customer) amend, suspend or terminate, in full or in part, the WM General Terms, other Transaction Documents and the Integrated Wealth Management Services thereunder without prior notice to the Customer, and may require the Customer to promptly and fully repay the amount (if any) due to the Bank under the terminated service.**
- 17.2 **Unless otherwise agreed by the Bank in writing or expressly provided in the Transaction Documents, the Customer shall not request to terminate the Wealth Management Product before the agreed maturity date of such Wealth Management Product, and the Bank has no obligation to act on such termination instruction or return relevant funds to the Customer.**
- 17.3 **If the Customer is permitted under the Transaction Documents of relevant Wealth Management Product to terminate the Wealth Management Product before the agreed maturity date of such Wealth Management Product, the Customer hereby acknowledges that any transaction (if necessary) of any Wealth Management Product as a result of such termination will only be made on the date on which such transaction is permitted under the relevant Transaction Documents.**
- 17.4 **If the Customer is permitted under the Transaction Documents of relevant Wealth Management Product to terminate the Wealth Management Product prior to the agreed maturity date of such Wealth Management Product, the Customer hereby acknowledges that subject to other terms and conditions in relation to such termination, the amount that the Bank shall pay to the Customer will be calculated by reference to the redemption price then determined by the Bank, which may be lower than the investment principal. Furthermore, any costs, losses and damages arising out of the Customer's early termination of such Wealth Management Product shall be deducted from the amount payable to the Customer. The Bank shall determine the deduction amount in good faith.**

- 17.5 **Unless otherwise specified in the Transaction Documents, all executed Transaction Documents shall remain in force despite the Customer's death, incapacity, liquidation or administration. All actions taken by the Bank and/or its agent before the receipt of a written notice of the Customer's death, incapacity, liquidation or administration shall be binding on the Customer and its successors or permitted assignees.**
- 17.6 **Upon the termination of the WM General Terms, the Bank shall immediately cease to be liable to the Customer for the services under the WM General Terms. Upon the suspension or termination of any Integrated Wealth Management Service, the amounts due to the Bank from the Customer (or such portion as determined by the Bank at its sole and absolute discretion) shall immediately become due and payable, and all other rights and remedies of the Bank shall immediately become enforceable. To the extent permitted by the applicable Law, the Bank is entitled to promptly enforce any and all of such rights and remedies.**

## 18. Governing Law and Jurisdiction

- 18.1 **Unless otherwise expressly specified in the relevant Transaction Documents, all Transaction Documents shall be governed by and construed in accordance with the Law of China.**
- 18.2 **Any litigations or legal proceedings arising out of or in connection with the Integrated Wealth Management Service shall be subject to the jurisdiction of the People's Court in the location of the Bank. The aforementioned "the People's Court in the location of the Bank" refers to the competent court in the location of the branch of the Bank through which the Customer actually makes investment in the Wealth Management Product. This Clause 18.2 does not exclude or restrict the Customer and the Bank from selecting other competent courts and, if so, the Customer and the Bank must separately reach an agreement through consultation by signing supplemental provisions.**

## 19. Miscellaneous

- 19.1 **The Customer hereby confirms and agrees that the Bank may at any time inform or contact the Customer in relation to the investment opportunity or Wealth Management Product that the Bank deems suitable to the Customer in the manner that the Bank considers appropriate, and may (but is not obligated to) provide relevant materials.**

- 19.2 The Customer shall be solely liable for the relevant taxes. The Bank shall withhold relevant taxes in accordance with the relevant Law.
- 19.3 All the terms and conditions under the Transaction Documents are independent from each other, and if any of the provisions becomes fully or partially invalid or unenforceable, the validity of the remaining part of such provision and the other provisions shall not be affected.
- 19.4 The Bank's failure or delay in exercising any of its rights or remedies under the WM General Terms, Specific Product Transaction Documents or Law shall not operate as a waiver of such right or remedy or preclude the Bank from further exercising such right or remedy or exercising any other right or remedy.
- 19.5 The WM General Terms are made in both Chinese and English (if applicable). If there is any discrepancy between the two versions, the Chinese version shall prevail under all circumstances.