

## About this Account Opening Pack

### 關於此開戶套件

#### What documents are contained in this Account Opening Pack?

#### 此開戶套件內含的文件？

- (a) **Account Opening / Straight2Bank "S2B" Set Up Form** – records key information, necessary for us to open your account and for you to use Straight2Bank.
- (b) **Mandate** – the sample mandate provides the resolutions and authorised persons we require to be recorded in our systems, so that we can accept instructions from your representatives, who are authorised to act on your behalf.
- (c) **Terms and Conditions** – relevant to providing you our Core Account Services, including country specific terms and conditions. This includes the Regulatory Compliance Statement which sets out the Bank's minimum regulatory and compliance requirements to provide banking services to you.

- (a) **開戶/Straight2Bank "S2B" 設定表** – 記錄重要資訊，為方便我們開設帳戶與供您使用 Straight2Bank 所需的內容。
- (b) **委託** – 委託樣本提供我們需在系統記錄的決議內容和授權人員，讓我們可接受您所授權代您操作之代表的指示。
- (c) **條款和條件** – 提供您我們的核心帳戶服務相關的資訊，包括國家/地區特定的條款與條件。該部分包括法令遵循聲明，其中列出提供您銀行服務時，本行的最低規範和法令遵循要求。

Additional documents may be provided to you or required from you as part of the account opening process.

開戶流程期間可能提供您的其他文件，或需要您提供的其他文件。

Operational, procedural and technical matters in connection to an account or service are found in the "Accounts and Cash Management Services Guide" and "Electronic Banking and other Channel Services Guide" which are available at this link <https://s2b.standardchartered.com/unifiedlogin/login/index.html>

有關帳戶或服務的操作、程序及技術事項請參考「帳戶及現金管理服務指南」和「電子銀行及其他通路服務指南」，相關服務指南請查閱連結：<https://s2b.standardchartered.com/unifiedlogin/login/index.html>

#### What products and services are offered under this Account Opening Pack?

#### 此開戶套件提供的產品與服務？

Our Core Account Services include:

我們的核心帳戶服務包括：

- **Cash Accounts** – current, savings and deposit accounts (including payment and collections services); and
- **Straight2Bank Web** – is our internet based version of our Straight2Bank platform, which provides a range of transactional and reporting activities for basic cash services (including payments and collections) available under an account, and also provides access to our wider suite of products and services under an account including spot foreign exchange transactions.

- **現金帳戶** – 活期、活儲和定期存款帳戶（包括付款和託收服務）；以及
- **Straight2Bank Web** – 我們 Straight2Bank 平台的網路版，提供一系列的帳戶基本現金服務（包括付款和託收）的交易資訊與報表，也可以使用帳戶中更廣泛的產品與服務套件，包括現貨外匯交易等。

#### How do you open an account with Standard Chartered Bank?

#### 如何在渣打銀行開立帳戶？

You must complete the Account Opening / Straight2Bank "S2B" Set Up Form and provide a mandate, together with any additional supporting documentation we require.

您必須填寫開戶/Straight2Bank「S2B」設定表並提供授權，以及任何我們需要的其他輔助文件。

You will be provided with a separate list of client documentation and information required from you, to better understand your needs and for our "Know Your Customer" obligations, an integral part of our global effort to combat money laundering, terrorist financing and fraudulent activity.

您將另外收到一份您需提供的客戶文件清單和資訊，讓我們更了解您的需求與履行我們「了解客戶」的義務，以作為在全球致力於打擊洗錢、恐怖主義融資和詐欺活動的一部分。

You may be asked at any time, to provide information about people with access to, or authority over, your accounts and / or transactions (such as authorised signatories), including satisfactory proof of their identity and / or authority to act on your behalf.

本行可能隨時要求貴戶提供可使用或掌控貴戶帳戶和/或交易的人員（例如授權簽署）的相關資訊，包括足以證明身份的文件和/或代您操作的授權書。

We may clarify with you any incomplete or inconsistent information provided.

We reserve the right not to open an account for any reason and, unless required by applicable law, we do not need to give you a reason.

我們可能會與您釐清提供的資訊中不完整或不一致之處。

我們保留因任何原因而拒絕為您開戶的權利，除非適用法律規定，否則我們不需要向您說明理由。

### Will there be any other documentation provided to me?

If you require additional products or services not offered under this Account Opening Pack, we may require separate documentation relevant to such product or service, including letters, fee schedules, risk disclosure statements, user guides or other guidelines.

You may be required to complete additional set-up forms for such products and / or services.

Your Relationship Manager will inform you of any additional documentation which may be required.

### 貴行將提供任何其他文件給我嗎？

如果您需要此開戶套件中未提供的其他產品或服務，我們可能會另外要求與這些產品或服務相關的文件，包括函件、費用表、風險揭露聲明、使用者指南或其他指南等。

您可能需要填寫這些產品和/或服務的其他設定表格。

您的客戶關係經理會通知您可能需要提供的任何其他文件。

INTERNAL / 內部 (BANK USE ONLY / 銀行專用)

RM Code /

RM 代碼

LE ID

# Account Opening / Straight2Bank “S2B” Set Up

## 開戶 / Straight2Bank (S2B) 網路銀行設定

### New / Existing Client – (Taipei Branch) 新客戶 / 現有客戶 - (台北分行)



| Existing Client<br>現有客戶                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |  | New Client<br>新客戶                                                                                                                                              |  | INSTRUCTIONS:<br>注意事項:                                                                                                                                              |  |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|----------------------------------------------------------------------------------------------------------------------------------------------------------------|--|---------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|
| <p>To update, please select “A”, “D”, or “C” and amend the relevant field:<br/>請在相關欄位註明 “A”, “D”, “C”:</p> <p><b>A</b> Add 新增<br/><b>D</b> Delete 刪除<br/><b>C</b> Change 變更</p> <p>Existing Account Set Up Replication:<br/>自現有帳戶複製:<br/>Tick this Box <input type="checkbox"/><br/>勾選此項</p> <p>Provide Name<br/>提供姓名</p> <p>State Existing Account Number<br/>列出現有帳號</p> <p>Update fields for new account<br/>更新新帳戶的欄位<br/>(applicable for same entity opening additional accounts in the same Service Location)<br/>(適用於同一公司在同一服務地點開設其他帳戶)</p> |  | <p><b>SECTION 1 (第一部分)</b></p> <p><b>APPLICANT'S INFORMATION 申請者資料</b></p>                                                                                     |  | <p>For New client, fields marked with an “*” must be completed<br/>對於新客戶, 任何標註 “*” 欄位為必填項目</p> <p>Leave fields blank if they do not apply to you<br/>如有不適用欄位請留白</p> |  |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |  | <p>Name * (FULL Registered Name)<br/>申請者名稱 (應與相關證照之法定名稱全名相同)</p>                                                                                               |  | <p>In Chinese *<br/>中文名稱 *</p>                                                                                                                                      |  |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |  | <p>Registration Number *<br/>統一編號 *</p>                                                                                                                        |  | <p>In English *<br/>英文名稱 *</p>                                                                                                                                      |  |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |  | <p>Country of Incorporation *<br/>設立地 (國家) *</p>                                                                                                               |  |                                                                                                                                                                     |  |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |  | <p>Registered Address *<br/>登記地址 *</p>                                                                                                                         |  |                                                                                                                                                                     |  |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |  | <p>General Communications<br/>基本聯絡資料</p>                                                                                                                       |  | <p>Contact Person<br/>聯絡人</p>                                                                                                                                       |  |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |  |                                                                                                                                                                |  | <p>Contact number ( )<br/>聯絡號碼</p>                                                                                                                                  |  |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |  |                                                                                                                                                                |  | <p>Email Address<br/>電子信箱</p>                                                                                                                                       |  |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |  |                                                                                                                                                                |  | <p>Fax<br/>傳真號碼</p>                                                                                                                                                 |  |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |  | <p>Mailing Address * &amp; Contact Person (if different from above)<br/>通訊名稱與地址 (如與前述所載不同)</p>                                                                 |  |                                                                                                                                                                     |  |
| <p>SWIFT BIC code (if applicable)<br/>SWIFT 銀行編號 (如有適用)</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |  |                                                                                                                                                                |  |                                                                                                                                                                     |  |
| <p><b>SECTION 2 (第二部分)</b></p> <p><b>ACCOUNT SET UP 帳戶設置</b></p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |  | <p>Account Title Identifies your account (preferred suffix eg: Payroll, Vendor Payment , etc)<br/>帳戶名稱以識別貴公司的帳戶類型<br/>(首選字尾例如: PAYROLL · VENDOR PAYMENT 等)</p> |  |                                                                                                                                                                     |  |
| <p>Account Types *<br/>帳戶類別 *</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |  | <p>Currency *<br/>幣別 *</p>                                                                                                                                     |  |                                                                                                                                                                     |  |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |  |                                                                                                                                                                |  |                                                                                                                                                                     |  |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |  |                                                                                                                                                                |  |                                                                                                                                                                     |  |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |  |                                                                                                                                                                |  |                                                                                                                                                                     |  |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |  |                                                                                                                                                                |  |                                                                                                                                                                     |  |
| <p>Statement Frequency *<br/>對帳單頻率*</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |  | <input type="checkbox"/> Monthly<br>每月                                                                                                                         |  | <input type="checkbox"/> Quarterly<br>每季                                                                                                                            |  |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |  | <input type="checkbox"/> Half Yearly<br>半年                                                                                                                     |  | <input type="checkbox"/> Annually<br>每年                                                                                                                             |  |

# Account Opening / Straight2Bank “S2B” Set Up

## 開戶 / Straight2Bank (S2B) 網路銀行設定

### New / Existing Client – (Taipei Branch)新客戶 / 現有客戶 - (台北分行)

| Existing Client<br>現有客戶                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | New Client<br>新客戶                                                                                                                                                                                                                                                                                                                                   |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p>To update, please select “A”, “D”, or “C” and amend the relevant field:<br/>請在相關欄位註明 “A”, “D”, “C”:</p> <div> <div>A</div> Add<br/>新增                 </div> <div> <div>D</div> Delete<br/>刪除                 </div> <div> <div>C</div> Change<br/>變更                 </div>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | <p><b>SECTION 3 (第三部分)</b> <b>S2B SET UP S2B 設置</b></p> <p><i>Note: As a New Client, your S2B Group ID will be set up by default.</i><br/>若為新客戶，S2B 集團編號請留予銀行填寫。</p>                                                                                                                                                                                |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | <p>S2B Client Group Members Set Up<br/>To use an Existing S2B Group ID, please specify (if not applicable, leave blank)<br/>使用現有S2B集團編號 (如不適用，請留空)</p> <p>Your authorisation of the owner of the S2B Group ID may be required, if not previously provided (refer to FAQ Guide).<br/>如尚未提供 S2B 集團編號，則需另外提供該集團之授權文件 (請參閱常見問題解答指南)</p>                 |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | <p>Email domain SCB should send emails to (part of email address after the @ symbol, ie @sc.com)<sup>1</sup><br/>如果需要將報表僅傳送至特定網域 (如..@sc.com)，請提供電子信箱網域</p>                                                                                                                                                                                         |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | <p>S2B Set Up Special Instructions<br/>For additional products &amp; service requirements such as Host-to-Host, Liquidity Management, Collections, Trade or S2B Set Up replication (full or partial), please specify and/or contact your Relationship Manager.<br/>有關額外的產品及服務需求，例如主機連結方式的網銀、資金流動管理、託收服務、或貿易服務或S2B 設置複製 (完整或部分)，請特別註明並與您的客戶經理聯繫。</p> |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | <p><b>TRANSACTION AUTHORISATION REQUIREMENTS 交易授權設定</b></p> <p>If you have provided your own Mandate, please complete the Transaction Authorisation Requirements.<br/>如果您提供了自己的委託書，請完成交易授權設定</p>                                                                                                                                                    |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | <p><i>Note: You cannot amend these settings if you are using an Existing S2B Group ID.</i><br/>若使用現有的 S2B 集團編號，則不可更改此等設定。</p> <p>Sequential Authorisation: <input type="checkbox"/> No 否 <input type="checkbox"/> Yes 是<br/>依序授權:</p> <p>Automated Send to Bank: <input type="checkbox"/> No 否 <input type="checkbox"/> Yes 是<br/>自動發送至銀行:</p>      |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | <p>Authorisation Requirements (Authorisation Category A, B, C, etc) 授權矩陣組合 (授權類別 A · B · C · 等)</p>                                                                                                                                                                                                                                                 |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | <p>1. No transaction limits 無交易上限 <input type="checkbox"/></p>                                                                                                                                                                                                                                                                                      |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | <p>2. Transaction Limits Up To 交易限額 [000,000,000.00]</p>                                                                                                                                                                                                                                                                                            |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | <p>3. Transaction Limits Up To 交易限額 [000,000,000.00]</p>                                                                                                                                                                                                                                                                                            |
| <p>4. Transaction Limits Up To 交易限額 [000,000,000.00]</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                                                                                                                                                                                                                                                                                                                                                     |
| <p>5. Transaction Limits Up To 交易限額 [000,000,000.00]</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                                                                                                                                                                                                                                                                                                                                                     |
| <p>6. Transaction Limits Up To 交易限額 [000,000,000.00]</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                                                                                                                                                                                                                                                                                                                                                     |
| <p><input type="checkbox"/> Specify Account / Company 指定帳戶/公司適用 _____</p> <p><input type="checkbox"/> Apply to ALL Accounts 所有帳戶適用 (insert currency 輸入幣別) _____</p> <ul style="list-style-type: none"> <li>Approving Signatories, Authorised Signatories (the Authorisers).<br/>核准簽署人，授權簽署人 (統稱「授權人」)</li> <li>One Category “Cat” A approver may sign up to 5,000, one Cat B approver can sign up to 20,000, and one approver from each Cat can sign above 20,000 up to 1 million. Authorisation Requirements A &lt; 5,000, B &lt; 20,000, A+B &lt; 1,000,000.<br/>例如：一位授權類別(「類別」) A 的批准者可簽署上限為5,000，一位類別B 的批准者可簽署上限為20,000，以及每一類別的一位批准者可共同簽署超過20,000 至上限為 1,000,000 的交易：則您應填入三個授權規則: A &lt; 5,000, B &lt; 20,000, A+B &lt; 1,000,000。</li> <li>You may enter a maximum of 14 categories (Cat A to Cat N) with a maximum of 8 options of authorisation (eg. A+B+C+D+E+F+G+H Or J+J+J+J+I+I+I+I).<br/>您最多可輸入 14 個類別 (類別 A 至類別 N) 及最多 8 個授權選項 (例如 A+B+C+D+E+F+G+H 或 J+J+J+J+I+I+I+I)</li> <li>For complex Transactional Authorisation Requirements, specify your requirements in the Special Instructions box below.<br/>如有複雜的交易授權設定，請在特別指示註明。</li> </ul> |                                                                                                                                                                                                                                                                                                                                                     |

<sup>1</sup> This enhanced security provision ensures emails are directed to the correct email domain address. Leaving it blank could mean that S2B could send report to the wrong email domain.  
此加強安全的機制為確保電子郵件發送到正確的電子信箱網域。留空此欄位可能導致渣打誤發報告到錯誤的電子信箱網域。

# Account Opening / Straight2Bank “S2B” Set Up

## 開戶 / Straight2Bank (S2B) 網路銀行設定

### New / Existing Client – (Taipei Branch) 新客戶 / 現有客戶 - (台北分行)

| Existing Client<br>現有客戶                                                                                                                                                                                                    |  | New Client<br>新客戶                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |  |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|
| To update, please select “A”, “D”, or “C” and amend the relevant field:<br>請在相關欄位註明 “A”, “D”, “C”:<br><div> <div>A</div> Add<br/>新增 </div> <div> <div>D</div> Delete<br/>刪除 </div> <div> <div>C</div> Change<br/>變更 </div> |  | Administrators are responsible for managing your Straight2Bank setup including the creation and maintenance of other users, assigning entitlements and limits, and configuring usage of the system.<br>管理員負責管理 S2B 的設置，包括建立及變更使用者，分配授權和限額，以及設置系統的使用。                                                                                                                                                                                                                                                                                                   |  |
|                                                                                                                                                                                                                            |  | Administrator<br>管理員 <input type="checkbox"/> Dual Control 雙重控管 <input type="checkbox"/> Single Administrator 單一控管                                                                                                                                                                                                                                                                                                                                                                                                                                     |  |
| <b>USER INFORMATION 使用者資料</b>                                                                                                                                                                                              |  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |  |
|                                                                                                                                                                                                                            |  | <input type="checkbox"/> Yes, Users require access to all payment types. (please refer to the FAQ guide for the available payment types)<br>是，使用者需要所有付款類型權限。(請參閱常見問題解答指南以了解可用的付款方式)                                                                                                                                                                                                                                                                                                                                                                    |  |
|                                                                                                                                                                                                                            |  | <input type="checkbox"/> No, Users only require specific payment types. List payment types required:<br>否，使用者僅需要特定付款類型權限。(請參閱常見問題解答指南以了解可用的付款方式)                                                                                                                                                                                                                                                                                                                                                                                                       |  |
|                                                                                                                                                                                                                            |  | <div> <div>User Role *</div> <div>用戶角色 *</div> <div> <input type="checkbox"/> Re-activate<br/>重新啟動 </div> <div> <input type="checkbox"/> Authorisers*: (indicate Cat A-N)<br/>授權人* (注明類別 A-N)<br/>(Note: I.D Proof Requirement)<br/>(注意：須提供身份證明相關文件) </div> <div> <input type="checkbox"/> Administrator<br/>管理員 </div> <div> <input type="checkbox"/> Operator<br/>操作員 </div> <div> <input type="checkbox"/> Viewer<br/>查看人員 </div> <div> <input type="checkbox"/> Super Administrator (appointment letter required)<br/>進階管理員 (須提供委任書) </div> </div> |  |
|                                                                                                                                                                                                                            |  | <div> <div>Full User Name *</div> <div>用戶全名 *</div> </div>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |  |
|                                                                                                                                                                                                                            |  | <div> <div>Email ID *</div> <div>電子信箱 *</div> </div>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |  |
|                                                                                                                                                                                                                            |  | <div> <div>Mobile</div> <div>手機號碼 *</div> <div>[Country Code]-[Number]</div> </div>                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |  |
|                                                                                                                                                                                                                            |  | <div> <div>Access</div> <div>權限</div> <div> <input type="checkbox"/> All Accounts<br/>所有帳戶 </div> <div> <input type="checkbox"/> Specific Account Numbers:<br/>指定帳戶號碼： </div> <div> <div>Country of Residence *</div> <div>居住國家*</div> </div> <div> <div>User ID *</div> <div>使用者帳號 *</div> <div>(最長為 10 個英數字，並且不得填入空格或特殊符號)</div> </div> <div> <div>DOB/Memorable Date*</div> <div>出生日期/自選任一日期</div> <div>[DD-MM-YYYY]</div> </div> </div>                                                                                                            |  |
|                                                                                                                                                                                                                            |  | <div> <div>User Role *</div> <div>用戶角色 *</div> <div> <input type="checkbox"/> Re-activate<br/>重新啟動 </div> <div> <input type="checkbox"/> Authorisers*: (indicate Cat A-N)<br/>授權人* (注明類別 A-N)<br/>(Note: I.D Proof Requirement)<br/>(注意：須提供身份證明相關文件) </div> <div> <input type="checkbox"/> Administrator<br/>管理員 </div> <div> <input type="checkbox"/> Operator<br/>操作員 </div> <div> <input type="checkbox"/> Viewer<br/>查看人員 </div> <div> <input type="checkbox"/> Super Administrator (appointment letter required)<br/>進階管理員 (須提供委任書) </div> </div> |  |
|                                                                                                                                                                                                                            |  | <div> <div>Full User Name *</div> <div>用戶全名 *</div> </div>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |  |
|                                                                                                                                                                                                                            |  | <div> <div>Email ID *</div> <div>電子信箱 *</div> </div>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |  |
|                                                                                                                                                                                                                            |  | <div> <div>Mobile</div> <div>手機號碼 *</div> <div>[Country Code]-[Number]</div> </div>                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |  |
|                                                                                                                                                                                                                            |  | <div> <div>Access</div> <div>權限</div> <div> <input type="checkbox"/> All Accounts<br/>所有帳戶 </div> <div> <input type="checkbox"/> Specific Account Numbers:<br/>指定帳戶號碼： </div> <div> <div>Country of Residence *</div> <div>居住國家*</div> </div> <div> <div>User ID *</div> <div>使用者帳號 *</div> <div>(最長為 10 個英數字，並且不得填入空格或特殊符號)</div> </div> <div> <div>DOB/Memorable Date*</div> <div>出生日期/自選任一日期</div> <div>[DD-MM-YYYY]</div> </div> </div>                                                                                                            |  |

# Account Opening / Straight2Bank “S2B” Set Up

## 開戶 / Straight2Bank (S2B) 網路銀行設定

### New / Existing Client – (Taipei Branch) 新客戶 / 現有客戶 - (台北分行)

| Existing Client<br>現有客戶                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |              | New Client<br>新客戶                                                                                              |                                                                                                                                     |                                               |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------|----------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------|
| To update, please select “A”, “D”, or “C” and amend the relevant field:<br>請在相關欄位註明 “A”, “D”, “C”:<br><div style="display: flex; align-items: center;"> <div style="border: 1px solid black; padding: 2px; margin-right: 5px;">A</div> <div>Add<br/>新增</div> </div> <div style="display: flex; align-items: center;"> <div style="border: 1px solid black; padding: 2px; margin-right: 5px;">D</div> <div>Delete<br/>刪除</div> </div> <div style="display: flex; align-items: center;"> <div style="border: 1px solid black; padding: 2px; margin-right: 5px;">C</div> <div>Change<br/>變更</div> </div> |              | User Role *<br>用戶角色 *                                                                                          | <input type="checkbox"/> Re-activate<br>重新啟動                                                                                        |                                               |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |              | Full User Name *<br>用戶全名 *                                                                                     | <input type="checkbox"/> Authorisers*: (indicate Cat A-N)<br>授權人* ( 注明類別 A-N )<br>(Note: I.D Proof Requirement)<br>(注意：須提供身份證明相關文件) | <input type="checkbox"/> Administrator<br>管理員 |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |              | Email ID *<br>電子信箱 *                                                                                           | <input type="checkbox"/> Operator<br>操作員                                                                                            | <input type="checkbox"/> Viewer<br>查看人員       |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |              | Mobile<br>手機號碼 *                                                                                               | <input type="checkbox"/> Super Administrator (appointment letter required)<br>進階管理員 (須提供委任書)                                        |                                               |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | Access<br>權限 | <input type="checkbox"/> All Accounts<br>所有帳戶<br><input type="checkbox"/> Specific Account<br>Numbers: 指定帳戶號碼: | Country of Residence *<br>居住國家*                                                                                                     |                                               |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |              | [Country Code]-[Number]                                                                                        | User ID *<br>使用者帳號 *<br>(最長為 10 個英數字, 並且不得填入空格或特殊符號)                                                                                |                                               |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |              |                                                                                                                | DOB/Memorable Date*<br>出生日期/自選任一日期                                                                                                  | [DD-MM-YYYY]                                  |
| <b>Special Instructions (please specify whether for Transaction Authorisation Requirements or User Information)</b><br>特殊指示 ( 請註明為交易授權或是使用者資訊相關訊息 )                                                                                                                                                                                                                                                                                                                                                                                                                                                   |              |                                                                                                                |                                                                                                                                     |                                               |

### DECLARATION 聲明

The Applicant applies to open the above Account(s) with Standard Chartered Bank Taipei Branch (the “Bank”).

申請者茲申請在英商渣打銀行台北分行(“貴行”)開立上述帳戶。

Unless required by law, the Bank may decline the application without providing any reason.

申請者瞭解：除法令另有規定，貴行得拒絕開戶申請而不須提供任何理由

The Applicant has received, read and understood the Bank’s Agreement (as described in the Definitions and Interpretations section of the attached terms and conditions) or other applicable terms and conditions (including those made available on the website [www.sc.com/commercial/booklet/](http://www.sc.com/commercial/booklet/) (where applicable)) and agrees to be bound by the Agreement in connection with each requested Account. Defined Terms in the Agreement have the same meaning when used in this form.

申請者已收訖、詳閱並瞭解貴行相關協議(如所附條款和條件之”定義及解釋”部分所述)或其他應適用之條款和條件(包括可於[www.sc.com/commercial/booklet/](http://www.sc.com/commercial/booklet/)網站取得者(如適用)), 且同意遵守與各申請帳戶相關之前述協議條款之規範。本申請表所使用之定義應具有與協議相同之涵義和解釋

The Applicant agrees that in the event of any inconsistency between the Chinese and English versions, the Chinese version shall prevail for all purposes.

申請者同意：若中英文文義有歧異者，以中文版為準。

|                                                                    |  | S.V.                             |                                                                    |  | S.V.                             |
|--------------------------------------------------------------------|--|----------------------------------|--------------------------------------------------------------------|--|----------------------------------|
| Approving Signatories / Authorised Signatories *<br>批准簽署人 / 授權簽署人* |  |                                  | Approving Signatories / Authorised Signatories *<br>批准簽署人 / 授權簽署人* |  |                                  |
| Name *<br>姓名*                                                      |  |                                  | Name *<br>姓名*                                                      |  |                                  |
| Title *<br>職稱*                                                     |  | <b>For Bank Use Only</b><br>銀行專用 | Title *<br>職稱*                                                     |  | <b>For Bank Use Only</b><br>銀行專用 |

英商渣打銀行台北分行

☐ 台北分行 ☐ 國際金融業務分行  
☐ 新開戶 ☐ 刪除 ☐ 變更

統一編號: \_\_\_\_\_ 生效日 \_\_\_\_\_ 日 \_\_\_\_\_ 月 \_\_\_\_\_ 年  
戶名: \_\_\_\_\_

需相關證照之法定名稱全名相同

| 授權人員 <small>未使用之空白處請劃線</small>                                                                       |  |                                                                                                                                                                                                                                                                    |  |
|------------------------------------------------------------------------------------------------------|--|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|
| <input type="checkbox"/> 適用所有帳戶之簽名/印鑑 (不含支票戶)<br><input type="checkbox"/> 適用支票帳戶之簽名/印鑑               |  | <input type="checkbox"/> 憑壹式有效 <input type="checkbox"/> 憑貳式有效 <input type="checkbox"/> 其他<br>支票取消劃線、禁止背書轉讓、抬頭人或日期更改以<br><input type="checkbox"/> 同上 <input type="checkbox"/> 憑壹式有效 <input type="checkbox"/> 憑貳式有效 <input type="checkbox"/> 其他<br>如勾選其它,請詳述於下列“備註”處 |  |
| <div>印鑑簽樣</div> <div>姓名 _____<br/>身份證號碼 _____<br/>生日 _____ 國籍 _____<br/>辦公室電話 _____ 行動電話 _____</div> |  | <div>印鑑簽樣</div> <div>姓名 _____<br/>身份證號碼 _____<br/>生日 _____ 國籍 _____<br/>辦公室電話 _____ 行動電話 _____</div>                                                                                                                                                               |  |
| <div>印鑑簽樣</div> <div>姓名 _____<br/>身份證號碼 _____<br/>生日 _____ 國籍 _____<br/>辦公室電話 _____ 行動電話 _____</div> |  | <div>印鑑簽樣</div> <div>姓名 _____<br/>身份證號碼 _____<br/>生日 _____ 國籍 _____<br/>辦公室電話 _____ 行動電話 _____</div>                                                                                                                                                               |  |

備註: \_\_\_\_\_

本公司茲確認上述人員已接受指派成為授權人員。空白處不足，請另外以印有客戶信頭的信紙提供授權簽署人的完整清單

公司印鑑及有權簽章人之簽名或印鑑  
(若為本國公司，請蓋印經濟部登記之大小章；若為外國公司，請蓋印Signing Bar 加上負責人親簽)

驗證簽章之客戶關係經理:

**Standard Chartered Bank Taipei Branch**
☐ Taipei Branch      ☐ Offshore Banking Unit

☐ **New Appointment**    ☐ **Deletion**    ☐ **Changes**

Registration No./ Taxation No: \_\_\_\_\_ Start / Effective Date: \_\_\_\_\_ day \_\_\_\_\_ month \_\_\_\_\_ year

Name of the Client \_\_\_\_\_

*Insert FULL legal name exactly as it appears on the Constitutional Documents*
**Authorized Persons** *Draw a line through any unused space.*
☐ Signatures/Seals for all accounts except checking account

☐ Signatures/Seals for checking accounts only

☐ Any one to sign

☐ Any two to sign

☐ Other (insert details below)

Changes of checks would be effective by:

☐ Same as above

☐ Any one to sign

☐ Any two to sign

☐ Others (insert details below)

*If you check "Others", describe the alternative method of operation in the space provided below.*

Specimen Signature

Name \_\_\_\_\_

ID \_\_\_\_\_

Date of Birth \_\_\_\_\_ Nationality \_\_\_\_\_

Office: \_\_\_\_\_ Mobile: \_\_\_\_\_

Specimen Signature

Name \_\_\_\_\_

ID \_\_\_\_\_

Date of Birth \_\_\_\_\_ Nationality \_\_\_\_\_

Office: \_\_\_\_\_ Mobile: \_\_\_\_\_

Specimen Signature

Name \_\_\_\_\_

ID \_\_\_\_\_

Date of Birth \_\_\_\_\_ Nationality \_\_\_\_\_

Office: \_\_\_\_\_ Mobile: \_\_\_\_\_

Specimen Signature

Name \_\_\_\_\_

ID \_\_\_\_\_

Date of Birth \_\_\_\_\_ Nationality \_\_\_\_\_

Office: \_\_\_\_\_ Mobile: \_\_\_\_\_

Special Instructions:

It is confirmed that each person appointed above accepts the appointment as an Authorised Person. If there is insufficient space, please provide the full list of authorised signatories on a separate schedule on Client letterhead.

Company Chop and Authorised Signature/Seal:

(For local companies, please affix the company chop and its legal representative's seal registered with Ministry of Economic Affairs; For offshore companies, please affix the company's signing bar and its authorized director's signature(s)).

Verified by:

## 標準條款

本標準條款屬於本行提供下列各項服務（各稱「服務」）所適用之協議之一部：(a)帳戶；(b)現金管理服務，包括付款、託收、利息優化及結算（週期性之自動化強制轉帳）服務；(c)電子銀行及其他通路服務；及(d)本行指定之其他服務。

雙方同意如后：

### 1. 定義與釋義

#### 1.1 本標準條款中：

「帳戶」意指於本行維持之任何銀行帳戶。

「關係企業」就任何法人而言，意指控制該法人、受該法人控制，或與該法人受共同控制之其他任何法人。就本定義之目的而言，如任何法人直接或間接持有其他法人過半數已發行之權益股本，或有權指派其他法人過半數之管理組織成員，即屬「控制」該其他法人。

「協議」包括本標準條款、法規遵循聲明書、相關國家補充條款，以及雙方就服務所同意之其他任何條款及條件。

「被授權人」意指依授權書（或其他相當書面）或其他方式，經本行認可有權代表貴戶之人。

「主管機關」意指任何對貴戶或任何渣打成員具有管轄權之政府、半官方、政府間、跨國、行政、管理或監督機構或部門、法院或裁決處。

「本行」意指於相關服務據點營業並向貴戶提供帳戶或其他服務之渣打成員。「本行」一詞於構成協議之其他文件中亦稱作「我方」。

「渣打成員」意指英商渣打集團（Standard Chartered PLC）或其任何關係企業。

「銀行營業日」意指適用服務據點所有銀行開業辦理一般銀行業務之日。

「通路」意指雙方按任何目的（包括電子傳送指示、其他資訊、資料或文件之目的）聯繫或通訊之方式或方法，包括主機對主機連線、應用程式介面、電子銀行管道、網站、SWIFT、網際網路、電話、傳真及電子郵件。

「客戶集團」意指貴戶及貴戶之關係企業。

「國家補充條款」意指在服務據點提供服務所適用之條款及條件。

「受託服務提供者」意指就服務，提供本行使用或受本行委託提供之現金存款提款機、現金運送或其他保全服務、快遞或遞送服務、技術服務或其他任何服務之人，不包括任何支付系統服務提供者。

「數位憑證」意指用於確認身分或保護電子訊息之電子裝置。

「電子證書」意指分配予貴戶或用戶或經貴戶或用戶選定之身分證明及認證模式（其形式為身分代碼、密碼或電子金鑰，或其組合）。

「電子金鑰」意指智慧卡、安全性代碼、生物辨識，或其他任何形式之認證或驗證模式。

「不可抗力」意指任何天災、傳染性疾病、戰爭、敵對行動、恐怖主義、騷亂、罷工、任何主管機關之行為或命令、法律變更、任何貨幣供應、合法使用、兌換或移轉之改變、電腦系統故障或失靈、第三人對電腦系統之干擾、第三人延遲或無法向本行或貴戶提供商品或服務，或本行合理控制範圍以外之其他情事。

「無力償債程序」就任何人而言，意指任何司法管轄區有關下列情事之法人行為、法律程序或其他類似程序或措施：(a)暫停付款、延期償付債務、破產、清算、解散、破產管理及重整（有償債能力之清算或重整除外），或與債權人達成債務重整協議或償還安排；(b)就該人或任何其他資產指定清算人（有償債能力之清算除外）、接管人、破產管理人、司法管理人或類似職務之人員；

或(c)影響該人任何資產之沒收、扣押、接管、查封或執行，或該等資產任何擔保之強制執行。

「指示」意指包含下列資訊之任何指示：(a)本行執行指示所需者；(b)本行經由本行同意之通路所收受者；及(c)本行基於誠信認為係由被授權人發出且按本行得以特定之測試或驗證方式所傳送者。

「智慧財產權」意指關於存在於任何地方之有形、無形智慧及產業財產之任何權利及為其申請之權利，包括任何發明、專利、設計或新型專利權、標誌、網域名稱、著作權、商標、服務標章、資料庫權利、拓模圖權利、商業或保密資訊、專業知識及營業秘密，以及其他任何性質或效力相似之權利，不論其經註冊與否或是否得予註冊。

「損失」意指任何損失、損害、要求、索賠、責任、費用或支出（包括任何直接、間接或衍生性損失、利潤損失、商譽損失及信譽損失），不論該等損失是否可預見或可能發生。

「雙方」意指本行與貴戶。

「付款票據」意指任何支票、旅行支票、即期匯票、銀行本票、郵政匯票或其他類似票據。

「支付系統服務提供者」意指本行就服務使用或參加之任何付款、清算或結算系統、票據交換所、金融機構（包括其他渣打成員）、支付中介機構、支付服務機構、收單機構、行動錢包提供者、通訊服務提供者或提供部分付款或託收款匯款路徑或清算機制之其他服務提供者。

「法規遵循聲明書」意指說明貴戶與本行關係所應適用之法律及法規要求之法規遵循聲明書（亦可於網站[www.sc.com/en/rcs](http://www.sc.com/en/rcs)取得）。

「服務據點」意指在該地提供帳戶或其他服務之國家或地區。

「系統工具」意指本行向貴戶或貴戶用戶提供通路、電子金鑰、數位憑證及設備所使用之所有技術。

「稅金」意指法律規定之稅金、課稅、稅款、關稅、其他性質相似之徵費或扣繳稅（包括任何應付之相關罰款或利息）。

「用戶」意指貴戶指定得以存取及使用任何通路之任何人。

「貴戶」意指本行提供之相關帳戶對帳單或確認書上載明，屬於本行提供其相關服務之人。

#### 1.2 協議中提及之下列名詞，其含義如后：

- (a) 文件包括任何修訂版、變更版、補充版或其替代版；
- (b) 「人」包括個人、公司、企業法人、非法人團體或組織（包括合夥、信託、合資事業或聯盟）、政府、國家、機關、組織或其他實體，不論其是否具備獨立法律人格；
- (c) 立約人或人包括其權義繼承人、受讓人及承讓人；
- (d) 「法律」包括任何法律、規定、規則、指令、命令、要求、規範、制裁、禁令，以及與任何主管機關間之任何拘束或合約，以及該等法律之任何解釋、適用或執行；
- (e) 「包括」一詞之範圍為不受限制；
- (f) 「書面」包括收到時為清楚易讀之電子郵件、傳真或其他電子通訊方式，而「以書面」一詞具有相同含義；
- (g) 單數名詞包括複數含義，反之亦然；
- (h) 如下列文件間有任何不一致之處：
  - (i) 本標準條款與其他任何服務之條款及條件間有不一致之處，於該服務之目的範圍內以其條款及條件為準；
  - (ii) 本標準條款與相關國家補充條款間有不一致之處，以國家補充條款為準；
  - (iii) 協議之英文版與其他任何版本間有不一致之處，於適用法律許可之範圍內，以英文版為準。

## 2. 雙方之責任

- 2.1 各立約人提供或使用服務時，應以合理之注意及技術為之。貴戶應遵守該服務之本行作業、安全及認證程序、技術要求及產品規格。
- 2.2 貴戶應提供本行合理要求之所有資訊、文件及授權，並立即通知本行前述資訊、文件及授權之任何變更。
- 2.3 貴戶應遵守所有適用法律，並同意法規遵循聲明書。
- 2.4 貴戶須取得獨立法律、稅務、會計及其他意見，本行對貴戶並無提供任何諮詢、信託或其他類似服務之責任。
- 2.5 貴戶應：(a)確保所有電子證書、系統工具及本行之服務文件皆予安全保管及保密，且未遭誤用；及(b)針對通路之使用執行完備之控管，包括偵測、防止、移除及補正植入該通路任何惡意軟體之威脅。貴戶應對貴戶之用戶之行為負責，若安全性遭受實際或試圖之侵入或破壞，或任何通路發生問題，貴戶應立即通知本行。
- 2.6 如貴戶指派第三人代表貴戶連接或存取任何通路（下稱「被指派人」）：
- (a) 該指派應經本行同意並可能受其他條款之拘束；
  - (b) 貴戶授權本行透過被指派人與貴戶溝通，並向被指派人揭露貴戶提供或與貴戶有關之指示及資訊；
  - (c) 貴戶應確保，被指派人符合貴戶之要求，且僅為提供服務予貴戶之目的而使用通路；
  - (d) 貴戶應確保，被指派人遵守通路使用之所有相關條款及條件，且貴戶應為被指派人之所有作為及不作為負責；
  - (e) 對於被指派人系統之正常運作及可用性與否，本行不負監督責任，貴戶應承擔該等安排之所有相關風險；及
  - (f) 如貴戶擬停止該等安排，應事先向本行提出合理書面通知。
- ## 3. 指示及通訊
- 3.1 向本行發出之指示及通訊僅於本行實際收到時始生效，且應：(a)以書面；及(b)透過本行認可之通路提出或寄送至本行以書面通知之相關地址及部門。
- 3.2 本行得但無義務依照口頭指示及通訊行事。於任何適用法律之範圍內，貴戶同意，電話對話內容得予錄音，且該等錄音得於任何爭訟中充當證據使用。
- 3.3 如貴戶以電話、傳真或電子郵件發出指示及通訊，貴戶應承擔相關風險，包括第三人詐欺或干擾、傳輸中斷或失敗，以及傳送不完整或延誤。
- 3.4 本行有權於服務據點之非銀行營業日不依指示或通訊行事或不辦理服務，截止時間後接獲之指示或通訊得視為於次一銀行營業日收到。
- 3.5 對於不完整或不一致之指示，若本行合理認為本行無須詢問貴戶即得以釐清該資訊，本行得依照該不完整或不一致之指示行事。
- 3.6 本行得拒絕處理下列任何指示：
- (a) 該指示被合理認定為不清晰、有牴觸、不正確或不完整；
  - (b) 該指示將會或可能造成本行違反其政策或任何法律；
  - (c) 貴戶未遵守本行就資訊、文件或授權之合理要求；
  - (d) 該指示可能導致未經授權之透支（透支額度由本行全權裁量決定，得隨時取消，並可能受其他條款之拘束）；或
  - (e) 本行有合理原因拒絕處理之，包括有詐欺或不法行為之指控時。
- 3.7 本行將採合理措施以執行停止、反向或取消交易之指示，但如無法採取該等措施時，本行即無義務為之。
- 3.8 向貴戶發出之通訊得依貴戶向本行通知之地址寄送，並於下列時點生效：
- (a) 如以傳真發送：於傳真報告所示之成功發送時間；
  - (b) 如以專人或快遞送交：於交付之時；
  - (c) 如以郵寄：於投遞後六個銀行營業日；
  - (d) 如以電子郵件：於發送之時；
  - (e) 如以其他任何通路：於寄送之時。

- 3.9 於適用法律之範圍內，如指示、通訊及文件，(a)以數位形式簽署，並得以數位憑證或電子金鑰驗證；或(b)透過電子通路（包括點選進入或其他形式之數位認證）方式被接受，其應如書面簽署一樣具備同等法律效力、有效性及得強制執行。

## 4. 被授權人

- 4.1 貴戶被授權人之行為，對於貴戶具有拘束力，貴戶應確保，該等被授權人獲得適當授權並於授權範圍內行事。於包括貴戶擔任他人之代表人或代理人之情況下，被授權人均被視為有權代表貴戶發出指示、簽署任何文件及採取任何行為。
- 4.2 被授權人之變更，自本行更新內部紀錄之時起，始生效力。
- 4.3 本行將接受任何使用貴戶之電子金鑰或任何電子證書者為經貴戶授權得代表貴戶行事之人，且無須查證該人之權限。本行處理貴戶提出關閉用戶對服務之存取要求時，對於所有自動處理之交易，均應由貴戶負責。

## 5. 存、提款

- 5.1 針對現金或電子轉帳以外之存款，本行未收到已結算且無附加條件之資金以前，無須將資金存入帳戶。如本行未收到已結算且無附加條件之資金以前，即將資金存入帳戶，應以事後實際收到該等資金為成就條件。
- 5.2 本行得於以下情況發生時取消或回沖本行所提供之存入資金或所支付之任何款項（包括任何已付利息），或其他任何交易：
- (a) 為更正錯誤；
  - (b) 本行未悉數或即時收到已結算且無附加條件之資金全額；
  - (c) 本行依規定須退還資金予相關付款人或發票人；或
  - (d) 本行有合理理由為之，包括有詐欺或不法行為之指控時。
- 5.3 貴戶聲明及保證，貴戶對每筆存款均享有完整之合法權利，並就存入之任何付款票據所示之簽章、背書及資料之真實性、有效性及正確性完全負責。
- 5.4 貴戶應持續身為全部帳戶貸方餘額款項之所有權人，不得向任何第三人授予任何權利、擔保或其他利益。
- 5.5 任何帳戶貸方餘額僅得於該帳戶仍維持時之服務據點償付，經本行明確同意者，本行將就帳戶貸方餘額支付利息。
- 5.6 貴戶授權本行必要時得將貴戶之付款指示寄送予支付系統服務提供者。
- 5.7 現場支票列印服務：
- (a) 貴戶應自本行指定之第三人處自費取得列印支票所需之所有設備及文具（下稱「支票設備」），並應確保支票設備之安全保管、不致遺失或誤用；及
  - (b) 本行並未就支票設備提供任何聲明或擔保，因使用支票設備所生，及作為本現場支票列印服務一部份所產製支票副本之風險，概由貴戶承擔。
- 5.8 如本行提供虛擬帳號發生下列情況時，貴戶應立即通知本行：
- (a) 虛擬帳號之使用不符貴戶先前向本行所聲明之用途；及
  - (b) 已知或疑似涉及虛擬帳號之未經授權交易或不當行為，貴戶並應向本行提供本行合理要求之資訊及協助。

## 6. 貴戶之付款義務及賠償

- 6.1 貴戶應向本行依要求支付帳戶之任何借方餘額款項。
- 6.2 所有透支皆收取利息，並按日累計。
- 6.3 貴戶應向本行支付服務之所有費用、收費、支出、利息及其他款項（包括任何相關增值稅或商品服務稅），不得主張任何抵銷、扣抵或反訴。
- 6.4 就貴戶任何到期或應付本行之款項，本行得自貴戶任何帳戶扣款，如有任何未付款項，本行得自到期日至本行收訖款項之日收取利息。
- 6.5 本行費用、收費及利率詳載於本行之價格文件，該等價格文件得隨時變更，並以服務據點法律規定之任何法定通知或同意規範為準。
- 6.6 貴戶應立即依要求賠償本行因下列情形產生或遭受之任何損失：
- (a) 本行提供服務；
  - (b) 本行善意認為其係依被授權人發出之任何指示或通訊行事，或依賴該指示或通訊；
  - (c) 貴戶或任何被授權人違反任何義務或聲明；
  - (d) 法院或其他主管機關就貴戶或貴戶帳戶或交易所為之命令或要求；
  - (e) 本行依協議進行幣別轉換；或
  - (f) 本行就貴戶依照協議已付或應付之款項所應繳或按照該等款項所計算之任何稅金，但不包括本行就本行淨所得應繳之任何稅金，

該損失係因本行之詐欺、故意或重大過失所造成者，不在此限。

## 7. 本行之抵銷權

- 7.1 本行得將貴戶或任何客戶集團成員積欠本行或任何渣打成員之任何債務，與本行積欠貴戶之任何債務或於任何貴戶帳戶內之任何貸方餘額相互抵銷。本行為執行抵銷，得更改本行支付貴戶任何款項之日期及進行幣別轉換。本條所稱「債務」包含到期或未到期、實際或或有、既有或未來之債務。如果任何債務金額尚非確定，本行得預估之。

## 8. 責任限制

- 8.1 本行就貴戶因以下情事所產生之相關損失，概不負責：
- (a) 本行依協議行事或遵守任何法律；
  - (b) 本行善意認為其係依被授權人發出之任何指示或通訊行事，或依賴該指示或通訊；
  - (c) 貴戶或任何被授權人違反任何義務或聲明；
  - (d) 其他渣打成員之任何作為或不作為；或
  - (e) 任何不可抗力事件，
- 且不論相關損失係因違約、侵權行為、依法規或其他原因所產生。本行對貴戶因本行之任何詐欺、故意或重大過失而造成之直接損失負責。惟縱有上開規定，對於間接或衍生性損失或所失利益，不論其是否為可預見或可能發生，本行不負任何責任。
- 8.2 對於下列服務提供者之任何詐欺、故意、過失、無力償債或其他作為或不作為，本行概不負責：
- (a) 任何支付系統服務提供者；或
  - (b) 任何受託服務提供者，但另經本行就服務明確同意者，不在此限。
- 8.3 如本行應予負責，對於貴戶在一日曆年內因以下情事所發生之損失，本行之責任總限額為美金100,000元或等值外幣：
- (a) 任何通路失靈或中斷；
  - (b) 行動錢包支付或託收服務；或
  - (c) 受託服務提供者之詐欺、故意、過失、無力償還或其他作為或不作為。
- 8.4 服務及系統工具係以現狀及現有之條件提供，所有法律明示或暗示之條款、條件及保證（包括適用性）均於適用法律許可範圍內排除之。

- 8.5 貴戶知悉對本行提出任何請求之重大事實時，應盡速通知本行，俾本行得以採取適當行動，包括進行調查、保留對第三人之權利、保全證據及防止類似事故再次發生。

## 9. 帳戶資訊及報告

- 9.1 貴戶應查看本行提供之貴戶帳戶對帳單、確認書、通知及報告，如有任何錯誤或未經授權之交易，應立即以書面通知本行。
- 9.2 除有明顯錯誤或疏漏外：(a)本行就所有通訊、交易及其他資訊之紀錄，均為終局性；及(b)就有關積欠貴戶或貴戶積欠之任何費用、價格或金額之本行通知，均為終局性。
- 9.3 於不違反法規遵循聲明書之前提下，貴戶授權本行得就與任何服務相關，由貴戶提供或與貴戶相關之任何資訊，揭露予任一客戶集團成員、支付系統服務提供者及其個別之次委任者，或受託服務提供者及其個別之次委任者。
- 9.4 本行提供服務而整理及記述其自貴戶或第三人（包括貴戶之客戶、支付系統服務提供者、受託服務提供者、網路及交換處）所收到之資料時（包括付款人身份、發票號碼、付款通知及交易詳情），本行不負責對該等資料之真實性、準確性及完整性之責任。

## 10. 幣別轉換

- 10.1 本行得將收到或到期之任何服務款項，以本行當時適用之匯率或雙方明示同意之匯率轉換幣別。貴戶就該等轉換應支付本行一般之收費。如取消（或部分取消）幣別轉換交易，取消之相關費用或因取消所生之任何損失，概由貴戶負責。

## 11. 稅金

- 11.1 如貴戶就支付予本行之款項須扣除任何稅金，貴戶應增加相對應之必要金額，以確保本行收到之款項如同未曾扣除稅金之全額。
- 11.2 如本行就支付予貴戶之款項須扣除任何稅金，本行無須增加應付金額。
- 11.3 各立約人同意依適用法律扣除稅金、向相關主管機關繳納稅金，並依要求將收據正本提供予他方立約人。

## 12. 終止及中止

- 12.1 任一立約人均得於至少30日前事先以書面通知他方立約人，終止（或部分終止）任何服務。
- 12.2 本行得於發生以下情況時通知貴戶終止（或部分終止）任何服務，且立即生效：
- (a) 貴戶違反協議或雙方其他任何協議下之任何義務或聲明；
  - (b) 貴戶為無力償債程序之當事人（而適用法律許可服務終止）；
  - (c) 本行可能因提供服務或遵守協議致違反任何法律；或
  - (d) 本行認為有合理特殊之情事得予以終止。
- 12.3 本行得隨時中止（或部分中止）任何服務，包括法律規定須予中止或不可抗力事件發生時。如本行中止（或部分中止）任何服務，於法律許可之前提下，本行須於合理可行之範圍內儘速通知貴戶。
- 12.4 帳戶關閉或服務終止後，貴戶應向本行支付貴戶就帳戶或服務所積欠之所有款項（包括帳戶之任何借方餘額）、歸還本行提供之所有服務資料，並配合帳戶關閉或服務終止之所有相關合理要求。
- 12.5 服務終止（或部分終止）後，不影響雙方於服務終止前已產生之權利及義務。

## 13. 合夥關係

- 13.1 縱使合夥事業有任何變更或更名，所有合夥人仍受協議之約束，且對貴戶積欠本行之所有債務及其他義務負共同連帶責任。如任

何人終止擔任合夥人，其仍應對貴戶截至該人終止擔任合夥人之日止（包括當日）積欠本行之所有債務及其他義務負責。

## 14. 中介機構 / 服務提供者

- 14.1 如貴戶為中介機構或提供支付 / 託收服務予貴戶之顧客（下稱「顧客」，可能包括其他客戶集團成員），貴戶持續聲明及擔保如后：
- (a) 貴戶已：(i)根據適用法律及貴戶政策，履行所有「了解客戶」及其他防制洗錢之查核，包括核對顧客身分、資金來源及顧客之交易性質，並將按規定之期限保存該等資訊，如經本行要求，即提供該等資訊予本行，而不得不合理延誤之；及(ii)訂有適當程序偵測及提報任何顧客之可疑活動，以確保適用法律未遭違反；
  - (b) 貴戶要求顧客遵守所有適用法律；
  - (c) 貴戶係以當事人而非代理人身分簽訂協議及使用服務；
  - (d) 貴戶具備進行貴戶活動所需之所有核可及授權；及
  - (e) 顧客了解並知悉，就提供予貴戶之服務，本行對顧客不負任何義務，且顧客對本行亦無請求權。

## 15. 智慧財產權

- 15.1 本行提供之所有通路、系統工具及服務文件（包括其更新版）以及相關資料均屬於本行或服務提供者之財產或開放原始碼軟體，受智慧財產權之保護。本行或其服務提供者之授權均得以撤銷、為非專屬及不得移轉之權利，且受本行可能通知貴戶之額外授權條款（包括費用）之規範。
- 15.2 貴戶不得為下列行為：
- (a) 就系統工具進行逆向工程或試圖截取原始碼，但如適用法律明確禁止本項限制者，不在此限；
  - (b) 未經本行書面許可以前，就通路、系統工具或服務文件之任何部分進行更改、製作副本或衍生作品或改作、再授權或再散布；或
  - (c) 將通路、系統工具或服務文件，移作接受服務以外目的之使用。
- 15.3 本行得審查及更改其通路，無須對貴戶負擔任何責任。本行得決定不予維持、支援或更動任何通路，或維持替代版本。

## 16. 一般規定

- 16.1 本行得與支付系統服務提供者及受託服務提供者訂立費用分攤約定。如貴戶要求，本行將於可行之範圍內提供該等約定之詳情。
- 16.2 本行得轉讓、移轉或以其他方式處理其於協議項下之所有或任何權利及（或）義務，而無須徵得貴戶同意。本行得按上述目的揭露貴戶提供或與貴戶有關之資訊。貴戶未經本行事先書面同意以前，不得轉讓、移轉或以其他方式處理貴戶於協議項下之權利及（或）義務。
- 16.3 本行得隨時更改協議及任何服務，並告知貴戶該等更改及其生效日。
- 16.4 貴戶確認，除協議所載者外，貴戶過去及將來皆未依賴本行自行或經由他人代為作出或聲稱作出之任何口頭或書面之聲明或擔保。
- 16.5 若協議之任何條款於任何司法管轄區內係屬或變為非法、無效或無法執行，該條款僅在該司法管轄區內與其他條款分離，協議之其他條款仍保持完全效力。
- 16.6 雙方於協議下之權利，乃附加於其他任何獨立於協議外之權利之上。
- 16.7 如本行未行使協議下之權利或救濟，嗣後仍得行使之。
- 16.8 構成協議之一部之任何文件得以一式多份簽署，全部副本合而構成同一契約。
- 16.9 除雙方就特定之服務另行明確同意外，非屬協議當事人之人無權享有或執行協議項下之任何利益，修訂協議時，亦無須非屬協議當事人之人同意。

## 17. 準據法及爭端解決

- 17.1 協議及因協議、任何帳戶或其他服務所生或與之相關之非契約義務，均由相關服務據點之法律管轄，雙方並同意以該服務據點之法院為非專屬管轄法院。
- 17.2 貴戶不可撤銷地放棄任何司法管轄區內就法律程序、判決前後之扣押或判決執行所享有之任何主權或其他豁免權。

## 18. 程序代理人

- 18.1 於本行要求時，貴戶須以不可撤銷地委任程序代理人，收取與本協議相關之法院程序文件，並將該代理人之姓名及地址告知本行。若貴戶未予遵守，本行得（代貴戶）委任程序代理人並通知貴戶其姓名及地址，任何法律程序文書對該程序代理人之送達，即構成對貴戶之送達。

## Standard Terms

These are the Standard Terms forming part of the Agreement governing the following services (each a **"Service"**) provided by the Bank: (a) Accounts; (b) cash management services, including payments, collections, interest optimisation and sweeping (automated, rule-based transfer of funds on a recurring basis) services; (c) electronic banking and other Channel services; and (d) other services which the Bank specifies.

It is agreed:

### 1. Definitions And Interpretations

#### 1.1 In these Standard Terms:

**"Account"** means any bank account maintained with the Bank.

**"Affiliate"** means, in relation to a body corporate, any other body corporate that controls, is controlled by or under common control with it. For the purpose of this definition, a body corporate **"controls"** another body corporate if the first body corporate, directly or indirectly, owns more than half of the issued equity share capital or has the power to appoint more than half of the members of the governing body, of that other body corporate.

**"Agreement"** comprises the Standard Terms, the RCS, the relevant Country Supplement and any other terms and conditions agreed between the Parties for a Service.

**"Authorised Person"** means any person authorised to act on Your behalf in accordance with any mandate (or equivalent in writing) or otherwise, as acceptable to the Bank.

**"Authority"** means any government, quasi-government, inter-government, supranational, administrative, regulatory or supervisory body or authority, court or tribunal with jurisdiction over You or any Bank Member.

**"Bank"** means the Bank Member that operates and provides Accounts or other Services to You in the relevant Service Location. "Bank" is also referred to as "We", "Our" or "Us" in other documents constituting the Agreement.

**"Bank Member"** means Standard Chartered PLC or any of its Affiliates.

**"Banking Day"** means a day on which banks are open for general business in the applicable Service Location.

**"Channel"** means any means or method (including host to host connectivity, application programming interfaces, an electronic banking channel, a website, SWIFT, the internet, telephony, fax and email) through which the Parties connect or communicate for any purpose including electronic transmission of instructions, other information, data or documents.

**"Client Group"** means You and Your Affiliates.

**"Country Supplement"** means terms and conditions applicable to Services provided in a Service Location.

**"Delegated Service Provider"** means any provider of cash deposit or withdrawal machines, cash-in-transit or other security services, courier or delivery services, technology services or any other services, used or engaged by the Bank in connection with a Service, excluding any Payment System Service Provider.

**"Digital Certificate"** means an electronic application used to verify identity or protect electronic messages.

**"Electronic Credential"** means a mode of identification and authentication (in the form of a combination of an identification code, password or Electronic Key) assigned to or selected by You or a User.

**"Electronic Key"** means a smart card, security token, biometric or any other mode of authentication or verification in any form.

**"Force Majeure"** means any natural disaster, epidemic, war, hostilities, terrorism, civil disorder, industrial action, act or order of any Authority, change in law, change in the availability, legal usage, convertibility or transferability of any currency, computer system malfunction or failure, third party interference with a computer system, delay or non-availability of goods or services supplied to the Bank or You by a third party, or other circumstances beyond the Bank's reasonable control.

**"Insolvency Proceedings"** means, in relation to a person, any corporate action, legal proceedings or other analogous procedure or step in any jurisdiction in relation to: (a) suspension of payments, moratorium of any indebtedness, bankruptcy, winding up, dissolution, administration and reorganisation (other than a solvent liquidation or reorganisation) or composition or arrangement with creditors; (b) the appointment of a liquidator (other than in respect of a solvent liquidation), receiver, administrator, judicial manager or similar officer in respect of such person or any of its assets; or (c) expropriation, attachment, sequestration, distress or execution affecting any of such person's assets or the enforcement of any security over such assets.

**"Instruction"** means any instruction which contains the information the Bank: (a) requires to carry out the instruction; (b) receives via a Channel agreed by the Bank; and (c) believes in good faith has been given by an Authorised Person and is transmitted with such testing or authentication as the Bank may specify.

**"Intellectual Property Rights"** means any rights in relation to tangible and intangible intellectual and industrial property and the right to apply for them, existing anywhere, including any invention, patent, design or utility model rights, logo, domain names, copyright, trade mark, service mark, database right, topography right, commercial or confidential information, know how or trade secret and any other rights of a similar nature or effect, whether or not registered or capable of being registered.

**"Loss"** means any loss, damage, demand, claim, liability, cost or expense (including any direct, indirect or consequential loss, loss of profit, loss of goodwill or loss of reputation) whether or not it was foreseeable or likely to occur.

**"Parties"** means the Bank and You.

**"Payment Instrument"** means any cheque, traveller's cheque, demand draft, cashier's order, money order or other similar instrument

**"Payment System Service Provider"** means any payment, clearing or settlement system, clearing house, financial institution (including other Bank Members), payment intermediary, payment facilitator, acquirer, mobile wallet provider, communications service provider or other service provider providing part of the mechanism through which payments or collections are routed or cleared, used or engaged by the Bank in connection with a Service.

**"RCS"** means the regulatory compliance statement (also available on [www.sc.com/en/rcs](http://www.sc.com/en/rcs)) setting out the legal and regulatory requirements that apply to Your relationship with the Bank.

**"Service Location"** means the country or territory in which an Account or other Service is provided.

**"System Materials"** means all technology used to provide Channels, Electronic Keys, Digital Certificates and equipment the Bank makes available to You or Your Users.

“**Tax**” means any tax, levy, impost, duty or other charge or withholding of a similar nature (including any associated penalty or interest payable) required by law.

“**User**” means any person You designate to access and use any Channel.

“**You**” and “**Your**” means the person identified in the relevant account statements or confirmations from the Bank as the client to whom the Bank is providing the relevant Service.

## 1.2 Any reference in the Agreement to:

- (a) a document includes any amendment, variation, supplement or its replacement;
- (b) “**person**” includes any individual, company, corporation, unincorporated association or body (including a partnership, trust, joint venture or consortium), government, state, agency, organisation or other entity whether or not having separate legal personality;
- (c) a Party or a person includes its successors in title, permitted transferees and permitted assigns;
- (d) “**law**” includes any law, regulation, rule, directive, order, request, guidelines, sanction, embargo and restriction of or agreement with any Authority and any interpretation, application or enforcement of such law;
- (e) “**including**” is not limitative;
- (f) “**writing**” includes email, fax transmission or other electronic means of communication legibly received and “**written**” has the corresponding meaning;
- (g) the singular includes the plural and vice versa;
- (h) if there is any inconsistency between the:
  - (i) Standard Terms and any other Service terms and conditions, the latter will prevail for the purposes of that Service;
  - (ii) Standard Terms and the relevant Country Supplement, the Country Supplement prevails;
  - (iii) English version of the Agreement and any other version, the English version prevails, to the extent permitted by applicable law.

## 2. Parties' Responsibilities

- 2.1 Each Party must use reasonable care and skill when providing or using a Service. You must comply with the Bank's operational, security and authentication procedures, technical requirements and product parameters for the Service.
- 2.2 You must provide all information, documents and authorisations reasonably requested by the Bank, and promptly notify the Bank of any changes.
- 2.3 You must comply with all applicable laws and agree to the RCS.
- 2.4 You must obtain independent legal, tax, accounting and other advice. The Bank does not owe You any advisory, fiduciary or other similar duty.
- 2.5 You must: (a) ensure that all Electronic Credentials, System Materials and the Bank's service documentation are kept secure and confidential, and are not misused; and (b) implement robust controls on Channel use, including the detection, prevention, removal and remedy of malware threats introduced into such Channel. You are responsible for Your Users' actions and must immediately notify the Bank of any actual or attempted security breach or problems with any Channel.
- 2.6 If You nominate a third party to connect to or access any Channel on Your behalf (“**Appointee**”):
  - (a) such nomination is subject to the Bank's consent and may be subject to additional terms;

- (b) You authorise the Bank to communicate with You through the Appointee, and disclose to the Appointee Instructions and information provided by or relating to You;
- (c) You must ensure that the Appointee meets Your requirements and that the Appointee uses the Channel solely for providing services to You;
- (d) You must ensure the Appointee complies with all terms and conditions relating to use of the Channel, and You are responsible for all acts and omissions of the Appointee;
- (e) the Bank is not responsible for monitoring proper operation and availability of the Appointee's systems; and You bear all risks associated with such arrangement; and
- (f) if You wish to cease such arrangement, You must give the Bank reasonable prior written notice.

## 3. Instructions And Communications

- 3.1 Instructions and communications to the Bank are effective only when actually received and must be: (a) in writing; and (b) given or sent via a Channel acceptable to the Bank, to the relevant address and department as the Bank notified in writing.
- 3.2 The Bank may, but is not obligated to, act on verbal Instructions and communications. Subject to any applicable law, You consent that telephone conversations may be recorded and such recordings used as evidence in any dispute.
- 3.3 If You give Instructions and communications by telephone, fax or email, You bear all risks involved, including fraud or interference by third parties, breakdown or failure of transmission and corrupted, incomplete or delayed transmission.
- 3.4 The Bank reserves the right not to act on Instructions or communications or perform a Service on a non-Banking Day in the Service Location. Instructions or communications received after cut-off times may be treated as received on the next Banking Day.
- 3.5 The Bank may act on incomplete or inconsistent Instructions if it reasonably believes it can clarify such information without referring to You.
- 3.6 The Bank may refuse to process any Instruction:
  - (a) reasonably considered to be unclear, conflicting, incorrect or incomplete;
  - (b) that would or might cause the Bank to breach its policies or any law;
  - (c) where You fail to comply with the Bank's reasonable requests for information, documents or authorisations;
  - (d) which may result in an unauthorised overdraft (overdraft limits are at Bank's sole discretion, may be cancelled at any time and may be subject to additional terms); or
  - (e) having a valid reason for doing so, including where there are allegations of fraud or illegality.
- 3.7 The Bank will take reasonable steps to comply with Instructions to stop, reverse or cancel a transaction but is not responsible if it cannot.
- 3.8 Communications to You may be sent to the address notified by You to the Bank and are effective, if sent by:
  - (a) fax, at the successfully sent transmission report time;
  - (b) hand or courier, at the time of delivery;
  - (c) post, six Banking Days after posting;
  - (d) email, at the time sent; and
  - (e) any other Channel, at the time effected.
- 3.9 Subject to applicable law, Instructions, communications and documents: (a) digitally signed and supported by a Digital Certificate or Electronic Key; or (b) accepted via an electronic Channel (including click-through or other forms of digital authentication), have the same legal effect, validity and enforceability as if signed in writing.

#### 4. Authorised Persons

- 4.1 You are bound by Your Authorised Persons' actions and must ensure they are given the appropriate authorisations and act within such authority. An Authorised Person is deemed to have the authority to give Instructions, sign any document and perform any act on Your behalf, including when You act as a representative or agent of another person.
- 4.2 Changes in Authorised Persons are effective from when the Bank has updated its records.
- 4.3 The Bank will accept anyone using Your Electronic Keys or any Electronic Credential as being authorised to act on Your behalf, and is not required to check the authority of such person. You remain responsible for all automatically processed transactions while the Bank is processing Your request to turn off a User's access to a Service.

#### 5. Deposits And Withdrawals

- 5.1 For deposits made other than by cash or electronic transfer, the Bank does not have to credit an Account before receiving payment in cleared and unconditional funds. If the Bank does, it is conditional upon subsequently receiving the funds.
- 5.2 The Bank may cancel or reverse any credit or payment it makes (including any interest paid) or any other transaction:
  - (a) to correct a mistake;
  - (b) where it has not received cleared and unconditional funds in full or promptly;
  - (c) where required to return the funds to the relevant payer or drawer; or
  - (d) where it has other reasonable grounds for doing so, including where there are allegations of fraud or illegality.
- 5.3 You represent and warrant that You have full legal title to each deposit and accept full responsibility for the authenticity, validity and correctness of signatures, endorsements and particulars appearing on any Payment Instrument deposited.
- 5.4 You must remain the owner of all Account credit balances and must not grant any right, security or other interest to any third party.
- 5.5 Any Account credit balance is only repayable at the Service Location where such Account is maintained. The Bank pays interest on credit balances in Accounts where the Bank has expressly agreed to do so.
- 5.6 You authorise the Bank to send Your payment Instructions to Payment System Service Providers where required.
- 5.7 For Onsite Cheque Printing Service:
  - (a) You must obtain and pay for all equipment and stationery ("**Equipment**") necessary for cheque printing from third-party providers as specified by the Bank and must ensure the Equipment is kept secure, not lost or misused; and
  - (b) the Bank makes no representation or warranty in respect of the Equipment and You bear all risks arising from its use and of duplicate cheques being produced as part of this Service.
- 5.8 Where the Bank provides virtual account numbers, You must promptly notify the Bank of:
  - (a) any deviation in usage of the virtual account numbers from what You had represented to the Bank; and
  - (b) known or suspected unauthorised transactions or irregularities involving virtual account numbers, and provide the Bank with such information and assistance as the Bank reasonably requires.

#### 6. Your Payment Obligations And Indemnity

- 6.1 You must pay the Bank on demand any debit balance on an Account.
- 6.2 Interest is charged on all overdrafts and accrues on a daily basis.
- 6.3 You must pay the Bank all fees, charges, expenses, interest and other amounts (including any applicable value added tax or goods and services tax) for Services, without set-off, deduction or counterclaim.
- 6.4 The Bank may debit any amount due or payable by You to the Bank from any of Your Accounts and may charge interest on any unpaid amount, from the due date to the date the Bank receives payment.
- 6.5 Bank fees, charges and interest rates are set out in the Bank's pricing communications, which may change from time to time, subject to any mandatory notification or consent requirements under the laws of the Service Location.
- 6.6 You must promptly indemnify the Bank on demand against any Loss arising from or incurred by the Bank in connection with:
  - (a) the Bank providing any Service;
  - (b) the Bank acting or relying on any Instruction or communication it believes in good faith was given by an Authorised Person;
  - (c) You or any Authorised Person breaching any obligation or representation;
  - (d) any order or request of a court or other Authority relating to You or Your Accounts or transactions;
  - (e) the Bank making currency conversions in accordance with the Agreement; or
  - (f) any Tax payable by the Bank on, or calculated by reference to, any amount paid or payable by or to You under the Agreement (excluding any Tax payable by the Bank on the Bank's net income),

except where such Loss is caused by the Bank's fraud, wilful misconduct or gross negligence.

#### 7. Bank's Set-off Rights

- 7.1 The Bank may set off any obligation You or any Client Group member owes the Bank or any Bank Member, against any obligation owed by the Bank to You or any credit balance in any of Your Accounts. The Bank may vary the date for payment of any amount by the Bank to You and make currency conversions for the purpose of the set-off. For the purposes of this clause, "**obligation**" includes matured or unmatured, actual or contingent, present or future obligations. If the amount of any obligation is unascertained, the Bank may estimate the amount.

#### 8. Limitations Of Liability

- 8.1 The Bank is not liable for any Loss You may incur arising from or in connection with:
  - (a) the Bank acting in accordance with the Agreement or complying with any law;
  - (b) the Bank acting or relying on any Instruction or communication the Bank believes in good faith has been given by an Authorised Person;
  - (c) You or any Authorised Person breaching any obligation or representation;
  - (d) any act or omission of another Bank Member; or
  - (e) any Force Majeure event,

whether the Loss arises out of breach of contract, a tort, under statute or otherwise. The Bank remains liable for Your direct loss caused by the Bank's fraud, wilful misconduct or gross negligence. Notwithstanding the foregoing, the Bank excludes

any liability for indirect or consequential losses or loss of profit whether or not they were foreseeable or likely to occur.

- 8.2 The Bank is not liable for any fraud, wilful misconduct, negligence, insolvency or other act or omission of:
- (a) any Payment System Service Provider; or
  - (b) any Delegated Service Provider except as the Bank expressly agrees otherwise in relation to a Service.
- 8.3 If and to the extent the Bank is liable, the Bank's total liability for Your Losses incurred in a calendar year in connection with the following is limited to US\$100,000 or its equivalent in aggregate:
- (a) failure or disruption of any Channel;
  - (b) mobile wallet payment or collection Service; or
  - (c) fraud, wilful misconduct, negligence, insolvency or other act or omission of Delegated Service Providers.
- 8.4 The Services and the System Materials are provided on an "as is" and "as available" basis, and all terms, conditions and warranties express or implied by law (including fitness for purpose) are excluded to the extent permitted by applicable law.
- 8.5 You must notify the Bank as soon as possible once aware of the material facts of any claim against the Bank, so that the Bank may take appropriate action, including conducting investigations, reserving rights against third parties, preserving evidence and preventing recurrence.

## 9. Account Information And Reports

- 9.1 You must check Your account statements, confirmations, advices and reports from the Bank and promptly notify the Bank in writing of any mistakes or unauthorised transactions.
- 9.2 Other than material errors or omissions: (a) the Bank's records of all communications, transactions and other information are conclusive; and (b) any rate, price or amount owing to or by You as notified by the Bank are conclusive.
- 9.3 Without prejudice to the RCS, You authorise the Bank to disclose any information provided by or relating to You to any Client Group member, Payment System Service Provider and their respective sub-contractors or Delegated Service Provider and their respective sub-contractors in connection with any Service.
- 9.4 Where the Bank collates and reports on data (including payer identity, invoice numbers, payment advices and transaction details) it receives from You or third parties, including Your customers, Payment System Service Providers, Delegated Service Providers, networks and interchanges as part of a Service, it assumes no responsibility for checking the authenticity, accuracy and completeness of such data.

## 10. Currency Conversion

- 10.1 The Bank may make currency conversions on any amount received or payable in connection with a Service, using the Bank's applicable prevailing exchange rate or an exchange rate expressly agreed to by the Parties. You must pay the Bank's usual charges for such conversions. If a currency conversion transaction (or part of it) is cancelled, You are liable for the costs relating to and any Loss arising from the cancellation.

## 11. Taxes

- 11.1 If You are required to deduct any Tax from a payment to the Bank, You must pay to the Bank any additional amount as may

be necessary to ensure that the Bank receives the full amount of the relevant payment as if that deduction had not been made.

- 11.2 If the Bank is required to deduct any Tax from a payment to You, the Bank does not have to increase the amount payable.
- 11.3 Each Party agrees to deduct the Tax, pay the Tax to the relevant Authority in accordance with applicable law and, if requested, give the original receipts to the other Party.

## 12. Termination And Suspension

- 12.1 Either Party may terminate any Service (or part of it) by giving the other Party at least 30 days' prior written notice.
- 12.2 The Bank may terminate any Service (or part of it) by giving You notice with immediate effect if:
- (a) You breach any obligation or representation under the Agreement or any other agreement between the Parties;
  - (b) You are the subject of any Insolvency Proceedings (and termination is permitted by applicable law);
  - (c) providing the Service or complying with the Agreement may cause the Bank to breach any law; or
  - (d) the Bank considers circumstances reasonably exceptional to do so.
- 12.3 The Bank may suspend any Service (or part of it) at any time, including where required by law or where a Force Majeure event has occurred. If the Bank does so, it must notify You as soon as reasonably practicable if permitted by law.
- 12.4 Upon closure of an Account or termination of a Service, You must pay the Bank all amounts You owe in relation to the Account or Service (including any debit balance on the Account), return all materials relating to the Service provided by the Bank and comply with all reasonable requests in connection with closing the Account or terminating the Service.
- 12.5 Termination of a Service (or part of it) does not affect the accrued rights and obligations of the Parties.

## 13. Partnerships

- 13.1 All partners are bound by the Agreement, and are jointly and severally liable for all debts and other liabilities You owe the Bank, even with changes in the partnership or its name. Any person who ceases to be a partner remains liable for all debts and other liabilities You owe the Bank which have accrued up to and including the date on which that person ceases to be a partner.

## 14. Intermediary / Service Provider

- 14.1 If You are an intermediary or providing payment / collection services to Your customers ("Customers", who may include other Client Group members), You represent and warrant on a continuing basis that
- (a) You have: (i) satisfactorily performed all "know-your-customer" and other anti-money laundering checks in accordance with applicable laws and Your policies (including verification of each Customer's identity and source of funds and the nature of each Customer's transactions), and will retain such information for such time as required and, if the Bank requests, provide such information without unreasonable delay; and (ii) have appropriate processes to detect and report any suspicious Customer activity to ensure no violation of applicable laws;
  - (b) You require each Customer to comply with all applicable laws;
  - (c) You enter into the Agreement and use the Services as principal and not in a representative capacity;
  - (d) You have all approvals and authorisations for carrying on Your activities; and

- (e) each Customer understands and has acknowledged that the Bank owes no obligation to the Customer and the Customer has no right to claim against the Bank in relation to the Services provided to You.

## 15. Intellectual Property Rights

- 15.1 All Channels, System Materials and Bank service documentation including upgrades, and associated data provided by the Bank are its own or its service providers' property or are open source software and subject to the protection of Intellectual Property Rights. All licences granted by the Bank or its service providers are on a revocable, non-exclusive, non-transferable basis and subject to additional licence terms (including fees) as the Bank may notify You.
- 15.2 You must not:
- (a) reverse engineer or attempt to extract the source code from the System Materials, except where this restriction is expressly prohibited by applicable law;
  - (b) change, make copies or derivative works or adaptations of, sub-license or redistribute any part of, the Channel, System Materials or Bank's service documentation without the Bank's written permission; or
  - (c) use the Channel, System Materials or Bank's service documentation other than for receiving the Services.
- 15.3 The Bank may review and change its Channels without incurring any liability to You. The Bank may decide not to maintain, support or modify a Channel, or maintain a superseded version.

## 16. General

- 16.1 The Bank may enter into fee sharing arrangements with Payment System Service Providers and Delegated Service Providers. If You request, the Bank will provide details of such arrangements, if permissible.
- 16.2 The Bank may assign, transfer or otherwise deal with all or any of its rights and/or obligations under the Agreement without Your consent, and the Bank may disclose information provided by or relating to You for such purposes. You must not assign, transfer or otherwise deal with Your rights and/or obligations under the Agreement without the Bank's prior written consent.
- 16.3 The Agreement and any Service may be changed by the Bank from time to time and the Bank will notify You of such change and its effective date.
- 16.4 You confirm You have not relied and will not rely on any oral or written representation or warranty made, or purportedly made, by or on behalf of the Bank, except as set out in the Agreement.
- 16.5 If any Agreement provision is or becomes illegal, invalid or unenforceable in a jurisdiction, that provision is severed for that jurisdiction only and the other Agreement provisions remain in full force and effect.
- 16.6 The Parties' rights under the Agreement are in addition to any other rights independent of the Agreement.
- 16.7 If the Bank does not exercise a right or remedy under the Agreement, it may still exercise it later.
- 16.8 Any document which forms part of the Agreement may be executed in counterparts, all of which together constitute one and the same instrument.
- 16.9 Except where the Parties expressly agree otherwise for a specific Service, a person not a party to the Agreement has no right to enjoy or enforce any benefit under it and the consent of any person not a party to the Agreement is not required to amend the Agreement.

## 17. Governing Law And Dispute Resolution

- 17.1 The Agreement and all non-contractual obligations arising in any way out of or in connection with the Agreement, any Account or other Service are governed by the laws of the relevant Service Location, and the Parties submit to the non-exclusive jurisdiction of the courts of the Service Location.
- 17.2 You irrevocably waive any sovereign and other immunity in any jurisdiction from legal proceedings, attachment before or after judgment, or execution of judgment.

## 18. Process Agent

- 18.1 Where required by the Bank, You must irrevocably appoint a process agent to receive documents in a court action in connection with the Agreement and notify the Bank of the process agent's name and address. If You fail to comply, the Bank may (on Your behalf) appoint a process agent and the Bank will notify You of the name and address of that process agent and service of any legal process on such process agent shall constitute service on You.

## Regulatory Compliance Statement (the “Statement”)

### 1. Disclosure of Information

Standard Chartered PLC and its Affiliates (the “Group”, “we”, “us” or “our”, and each a “Bank Member”) need to collect, use, analyse, share and process Client Information to: (i) operate effectively, efficiently and securely in facilitating transactions and providing products and services to you; (ii) improve our processes and operations by better understanding you and your business; and (iii) comply with Laws and requests from Authorities.

In accordance with the above, we will keep Client Information confidential, except that we may disclose such Client Information, subject to applicable Laws in the jurisdiction(s) where you have a relationship with us: (i) to any Bank Member, including their agents; (ii) to any Bank Member's professional advisors, insurers, insurance brokers, partners, market infrastructure providers or service providers (such as operational, administrative, data processing and technology service providers), including anyone engaged or partnered with to analyse and facilitate improvements or enhancements in the Group's operations or provision of products and services across multiple jurisdictions, and including their respective sub-contractors, who are under a duty of confidentiality; or (iii) as required by Law or requested by any Authority.

“Affiliate” means, in relation to a company, any of its subsidiaries, holding companies or any other subsidiary of any such holding company and (where applicable) any representative and branch office in any jurisdiction.

“Authority” means, government, quasi-government, administrative, regulatory or supervisory body or authority or court or tribunal having jurisdiction over any Bank Member whether within or outside your jurisdiction and whether or not that Bank Member has a relationship with you.

“Client Information” means information provided by or relating to you that we receive in the course of our banking relationship with you.

“Law” means any law, regulation, rule, directive, order, request, guideline, sanction, embargo and restriction of or agreement with any Authority.

### 2. Privacy

Client Information may include Personal Data of your Data Subjects. You are responsible for ensuring that the collection and provision of Personal Data you provide to us is conducted in accordance with applicable Laws.

Our Privacy Notice ([www.sc.com/en/privacy-policy](http://www.sc.com/en/privacy-policy)) outlines how the Group processes Personal Data. You will ensure that your Data Subjects are aware of our Privacy Notice and that they acknowledge, or (where required) agree, to the processing and sharing of their Personal Data as described in the Privacy Notice.

## 法規遵循聲明書 (下稱「聲明書」)

### 1. 資訊揭露

Standard Chartered PLC(英商渣打集團)及其關係企業(下合稱為「本集團」或「本行」,且任一本集團成員將稱為「銀行成員」)需蒐集、使用、分析、分享及處理客戶資訊,以達到下列目的:(i)更有效率地且兼顧安全性地營運,以妥適促成交易及提供商品及服務予貴戶;(ii)藉由對貴戶及您的企業更深入地了解,以提升本行的營運及處理;及(iii)遵守相關法律及主管機關要求。

有鑑於前述目的之需求,本行將對客戶資訊保密,惟於貴戶與本行有往來關係之司法管轄區適用法律許可之前提下,本行得揭露該等客戶資訊予:(i)與任一銀行成員(包括其代理人);(ii)與任一銀行成員之專業顧問、保險公司、保險經紀商、合作夥伴、金融市場基礎設施之提供者或其他服務提供者(如營運、行政、資料處理及技術之服務提供機構),包含任何為分析或促進本集團於眾多國家間營運或提供商品及服務質量之提升而被委派或共同合作的服務提供機構,並包含其個別之次委任者,而該等公司或機構負有保密義務者;或(iii)如依法律或任何主管機關要求或請求。

「關係企業」指,就任一公司而言,於任一國家之其子公司、控股公司或該等控股公司之一其他子公司,及(如適用)任一辦事處或分公司。

「主管機關」指對任何銀行成員有管轄權之政府、準官方、行政、監管或監督團體或機構、法院或裁決處,不論該主管機關是否位於貴戶所在區域之管轄權範圍內,亦不論該銀行成員是否與貴戶有業務關係。

「客戶資訊」指任何由貴戶所提供,或任何本行基於銀行業務往來而收受關於貴戶之資訊。

「法律」指任何法律、法規、規則、指令、命令、要求、行政指導、制裁、禁運令及限制或與主管機關之合意。

### 2. 隱私

客戶資訊包含資料當事人之個人資料。貴戶須自行確認所蒐集並提供予本行之個人資料係符合相關法律規範。

本行的隱私通知書([www.sc.com/en/privacy-policy](http://www.sc.com/en/privacy-policy))說明本集團如何處理個人資料。貴戶應確保貴戶之資料當事人知悉本行的隱私通知書,且該資料當事人承認(或同意)本行依隱私通知書所載之方式來處理及分享其個人資料。

"**Data Subject**" means an individual whose Personal Data we receive in the course of our banking relationship with you, including your direct and indirect beneficial owners, directors, officers, employees, agents and authorised persons.

"**Personal Data**" means data that, by itself or together with other information, identifies, or is otherwise about, an individual.

### 3. Compliance with Laws

The Group is committed to complying with Laws (including those related to environmental, social and corporate governance issues, financial crime compliance, anti-money laundering and anti-bribery and corruption) in all jurisdictions in which the Group operates and the Group will not be obliged to do anything if by doing so it would or might cause the Group to breach any applicable Law.

As the Group's ability to comply with Laws is directly linked to the conduct of our clients, we require you to comply with all applicable Laws, and conduct your business in a manner which will not place yourself or the Group in breach of all applicable Laws.

If you become aware of any breach, or any action, investigation or proceeding brought against you or your subsidiaries with respect to any breach of any applicable Law in connection with our provision of products and services to you or matter set out in this Statement, you will notify us promptly (unless prohibited by Law to do so).

### 4. Sanctions

The Group is obliged to comply with sanctions Laws ("**Sanctions**"). Any breach of Sanctions may have a serious impact on our reputation, franchise, regulatory relationships and could impair the Group's ability to provide products and services to and enter into transactions with clients.

As the Group's ability to comply with Sanctions is directly linked to the conduct of our clients, you confirm and will ensure that (i) you and your subsidiaries are not targets or the subject of Sanctions; and (ii) no product, service or transaction (or proceeds of the same) involving a Bank Member has or will be utilised for the benefit of any person that is a target or subject of Sanctions or in any manner that would result in you or your subsidiaries or any Bank Member being in breach of any applicable Sanctions or becoming a target or subject of Sanctions. We reserve the right to not provide any product or service or process any transaction if by doing so it may cause us to breach the Group's Sanctions policy.

### 5. Tax Information Compliance

The Group has obligations under various tax information reporting Laws (such as the Foreign Account Tax Compliance Act) to collect information from our clients, report information to Authorities and withhold tax from payments to clients in certain circumstances.

We may require you or your Data Subjects to provide documents and information for the purposes of establishing your tax status and that of your Data Subjects. You will promptly inform us of any changes to such documents and information or change in

「**資料當事人**」指本行與貴戶的銀行往來中，所取得個人資訊的自然人，包括貴戶的直接及間接受益所有人、董事、主管、職員、代理人及被授權人。

「**個人資訊**」指足以單獨識別，或得與其他資料共同識別，係與個人有關的任何資訊。

### 3. 法律遵循

本集團承諾遵守本集團營運所在地之所有國家之法律(包括與環境保護、社會責任和公司治理議題、金融犯罪法令遵循、防制洗錢和反賄賂及貪腐有關者)，而且本集團無義務採取將會或可能導致本集團違反任何應適用法律之任何行為。

因本集團能否遵循法律與本行客戶的行為有直接關聯，本行要求貴戶遵守所有適用之法律，且以不致使貴戶本身及本集團違反所有適用之法律之方式從事貴戶之業務。

如貴戶知悉任何違反，或知悉與本行提供與貴戶之商品或服務或本聲明書所載事項相關之任何適用法律之違反所對貴戶或貴戶子公司所採取之任何行動、調查或程序，請貴戶立即通知本行(但法律禁止者除外)。

### 4. 制裁

本集團有義務遵守制裁法律(下稱「**制裁**」)。任何制裁之違反均可能對本行之聲譽、特許權、監理關係有嚴重之影響，且可能損及本集團提供商品及服務與客戶及與客戶進行交易之能力。

因本集團能否遵循制裁與本行客戶的行為有直接關聯，貴戶確認並將確保(i)貴戶及貴戶之子公司並非該等制裁之目標或對象；且(ii)涉及銀行成員之商品、服務或交易(或其資金)並不會或將不會為任何制裁目標或對象之人的利益而使用，或將使貴戶或貴戶之子公司或任一銀行成員違反所適用之任何制裁或成為制裁之目標或對象之任何方式而使用。如為之將使本行違反本集團的制裁政策，本行保留不提供任何商品或服務或進行任何交易之權利。

### 5. 稅務資訊遵循

本集團依各種稅務資訊申報法律(例如外國帳戶稅收遵從法)有義務向客戶蒐集資訊，向主管機關申報資訊，並於特定情況自支付給客戶之款項中扣繳。

為建立貴戶及貴戶的資料當事人稅務身分之目的，本行得要求貴戶或貴戶的資料當事人提供文件及資訊。如該等文件及資訊有任何變動，或有顯示將變動貴戶或貴戶的資料當事人稅務身分之任何情形，貴戶將立即通知本行。

circumstances that may indicate a change in your tax status or that of your Data Subjects.

If you or your Data Subjects do not provide documents or information when we request it, we may make our own decision about your tax status and treat you accordingly.

We may be required to withhold taxes from payments made to you for onward remittance to applicable Authorities.

## 6. Client Classification

From time to time, we may request and obtain information from you and/or third-party or public sources, to determine your regulatory classifications (or that of the funds that you manage) under applicable Laws. These classifications will be notified to you and used by us to comply with our obligations including reporting, business conduct, margin and collateral, and other requirements under applicable Laws.

You will inform us immediately and in any event prior to entering into any transaction with us if any regulatory classification that we have previously notified you of or information (including contact details) that we have about you and/or the funds that you manage is known by you to be inaccurate or incomplete. Unless we receive notification otherwise, you shall be deemed to have (i) confirmed such regulatory classifications and that the information that we have about you and/or the funds that you manage is complete and accurate; and (ii) agreed and consented to the Group reporting your derivative transactions with us to any Authority (including trade repository(ies)).

## 7. Provision of Information

You agree to (or will procure that your Affiliates and Data Subjects) provide such documents and information as we may reasonably request in relation to matters covered by this Statement. You will promptly inform us of any changes to documents and information provided to us so that they are up to date, accurate and complete.

## 8. Sustainability

We maintain various position statements on sustainability ([www.sc.com/en/sustainability/position-statements](http://www.sc.com/en/sustainability/position-statements)) which form part of our environmental and social risk management framework ([www.sc.com/en/sustainability/position-statements/our-framework](http://www.sc.com/en/sustainability/position-statements/our-framework)). All products and services will be provided by the Group in accordance with these position statements. To address any concerns raised about an actual or potential adverse environmental or social impact in connection with financial services provided by the Group, we may disclose to others the fact that you have or had a relationship with us. We will endeavour to notify you in advance of such disclosure where legally permitted to do so.

## 9. [intentionally left blank]

## 10. Termination and Suspension

We may suspend a transaction or service or terminate a transaction, service or our relationship with you if (i) you breach any applicable Law or contravene any matter set out in this Statement or (ii) by executing the transaction, providing the products and services or

如貴戶或貴戶之資料當事人於本行要求時未能提供文件或資訊，本行得自行決定貴戶之稅務身分並據此辦理。

本行可能被要求自支付與貴戶之款項中扣繳，以便後續匯付與適用之主管機關。

## 6. 客戶分類

本行得隨時請求或取得自貴戶及/或第三人或公眾來源之資訊，以判別相關適用法律下貴戶(或貴戶管理之基金)之法規分類。本行將通知貴戶此等分類，並使用該等分類以遵循本行所適用法律下之義務，包括申報、業務行為、保證金及擔保品以及其他要求。

貴戶與本行進行任何交易前，如貴戶知悉本行前已通知貴戶之法規分類，或本行持有之貴戶及/或貴戶管理之基金之資訊(包括聯絡明細)係不正確或不完整，貴戶將立刻通知本行。除本行收到不同通知外，貴戶應被視為已(i)確認該等法規分類，且本行持有之貴戶及/或貴戶管理之基金之資訊為完整及正確；且(ii)同意並允許本集團向任何主管機關(包括交易資料儲存庫)申報貴戶與本行之衍生性交易。

## 7. 資訊提供

貴戶(或將促使貴戶關係企業及資料當事人)同意提供本行就本聲明書涵蓋事項而得合理請求之文件及資訊。如任何提供與本行之文件及資料有任何變動，貴戶將立即通知本行，俾使該等資訊為最新、正確及完整。

## 8. 永續性

本行發布數份永續性的立場聲明([www.sc.com/en/sustainability/position-statements](http://www.sc.com/en/sustainability/position-statements))，其構成本行環境與社會風險管理架構([www.sc.com/en/sustainability/position-statements/our-framework](http://www.sc.com/en/sustainability/position-statements/our-framework))之一部。本集團提供之所有產品和服務與該等立場聲明一致。為釐清與本集團提供之金融服務相關的實際或潛在不利影響環境保護或社會責任的任何疑慮，本行可能會向其他人揭露貴戶與本行現在有或曾經有往來關係的事實。在法律允許之前提下，本行將盡力提前通知貴戶該等揭露情事。

## 9. [本條刪除]

## 10. 終止及暫停

如(i)貴戶違反任何所適用之法律或抵觸本聲明書所載任何事項，或(ii)執行交易、提供商品及服務、或維持本行與貴戶之關係將導致本行違反所適用之任何法律或

continuing our relationship with you, it will cause us to breach any applicable Law or contravene any matter set out in this Statement.

## 11. Product Documents

This Statement shall form part of any specific legal documentation governing a product, service or transaction that you enter into with us ("**Product Documents**").

In relation to any product, service or transaction under a Product Document, the relevant terms of such Product Document will prevail to the extent they are in addition to or inconsistent with this Statement.

## 12. Language

This Statement has been written in Chinese and English. In the event of any inconsistency, the language of the Product Documents executed by you shall prevail.

## 13. Communication and Updates

You consent to receiving this Statement and any other information relevant to you through various methods, including letter, email or our website (irrespective of such information being personally addressed to you). Please read any such information carefully. Should you have any questions, we recommend that you seek independent legal and / or financial advice.

The most current version of this Statement (including translations) is available on our website ([www.sc.com/en/rcs](http://www.sc.com/en/rcs)). We may also provide other important regulatory information in relation to this Statement on our website or on any other website as notified by us.

Where you have a Financial Markets relationship with the Group, information on the regulatory standards we adhere to and how it may affect you can be found on our website ([www.sc.com/rcs/fm](http://www.sc.com/rcs/fm)).

We reserve the right to amend this Statement and any other important regulatory information provided to you on our website(s). We recommend that you regularly review the information on our website(s) as it may be updated from time to time. These updates shall apply to our relationship going forward and automatically.

抵觸本聲明書所載任何事項，本行得暫停交易或服務，或終止交易、服務或本行與貴戶之關係。

## 11. 商品文件

本聲明書將構成約束貴戶與本行進行商品、服務或交易之任何特定法律文件之一部分(下稱「**商品文件**」)。

針對商品文件所規範之任何產品、服務或交易，於該等商品文件之相關條款，在附加於本聲明書時或與本聲明書不一致之範圍內，應以該等商品文件相關條款為準。

## 12. 語言

本聲明書係以中文及英文做成。如有任何歧異，應以貴戶簽署之商品文件為準。

## 13. 通訊及更新

貴戶同意透過不同的方式，包括書信、電子郵件或本行網站，收受本聲明書及其他與貴戶相關之資訊(無論該等資訊是否個別地提供予貴戶)。請詳閱任何該等資訊。若貴戶有任何疑問，本行建議貴戶尋求獨立之法律及/或財務諮詢。

本聲明書(包含其翻譯)之最新版本公告於本行網站([www.sc.com/en/rcs](http://www.sc.com/en/rcs))，以供查詢。本行亦可能於本行網站或本行通知之任何其他網站，提供其他與本聲明書相關的重要法規資訊。

若貴戶與本集團有金融交易市場相關業務往來，本行所需遵循之法規及該等法規對貴戶之影響，貴戶可參閱本行網站([www.sc.com/rcs/fm](http://www.sc.com/rcs/fm))之相關資訊。

本行保留隨時修改本聲明書和於本行網站提供予貴戶之任何其他重要法規資訊之權利。本行建議貴戶定期造訪本行網站檢閱該等資訊，因為該等資訊可能不定期更新。此等更新應自動適用於本行與貴戶後續之關係。

[Insert the company name / 填入公司名稱]

By: \_\_\_\_\_  
(Authorized Signature/Seal / 授權簽名/印鑑)

Name /姓名:

Title /職稱:

Address /地址:

## 臺灣補充條款

本補充條款未定義之粗體字彙，其定義皆詳載於協議中。

藉由簽署本協議及/或相關申請文件表格，貴戶確認於簽署相關文件表格前，已獲得至少七日之審閱期間。

為(即將)於臺灣提供服務予貴戶，協議應依下列增補之：

### 1. 利息

**新台幣活期性存款：**除法令另有規定或與貴戶另行約定外，存款利息以一年365天，並依本行牌告利率按日單利計算之，於每半年(即每年6月20日及12月20日)結算一次，並於當日付息並滾入本金。以自動化設備(如：ATM)於營業時間外(含假日)辦理現金、轉帳及匯款存入之活期性存款，以存入當日(即本行實際收到存款之日)開始計息，當日之結帳切換點為24時。如因輸入錯誤、系統故障或暫停服務等因素導致款項未成功存入時，以本行實際收到存款之日開始計息。透過本行企業金融網路銀行(Straight2Bank)存入之活期性存款之結帳切換點為銀行營業日17時，之後所發生之交易，於次一營業日開始計息。

**新台幣定期性存款：**除法令另有規定或與貴戶另行約定外，存款利息以一年365天，並按存入當時適用之存款天期依本行牌告利率按日單利計算之。中途解約者，依實際存款期間按訂約時之牌告利率打八折計息，未滿一個月者不予計息。

**外幣存款：**外幣存款餘額應付利息，按其幣別，依每年360天或365(或366(閏年))天計算。

### 2. 定期存款

除非本行已書面同意更短之通知期限，貴戶最遲應於定期存款到期日2個銀行營業日前，指示本行如何處理該筆存款。否則，本行得將該筆存款(暨扣除稅額後之任何應計利息)，依本行當時利率及與原存款相同或相近之期限辦理續存。

### 3. 支票存款帳戶補充條款

若貴戶於本行開立支票存款帳戶，則適用以下補充條款。

#### 3.1 定義：

以下定義適用於支票存款往來合約補充條款：

- (a) 「**提存備付**」，指存款不足退票後，貴戶將應付票據之票面金額存入辦理退票之金融機構，並申請列收「**其他應付款**」帳備付之意；
- (b) 「**退票票據**」，指金融機構對於提示之應付票據拒絕兌付，經填具退票理由單，連同應付票據退還執票人之意；
- (c) 「**拒絕往來**」，指金融機構拒絕對票據信用紀錄明顯不良之支票存款戶，提供支票存款往來服務之意；
- (d) 「**重提付訖**」：指退票後重新提示，於支票存款帳戶或其他應付款帳戶內付訖之意；
- (e) 「**終止擔當付款人之委託**」：指金融機構終止受託為支票存款戶所簽發本票之擔當付款人之意；
- (f) 「**清償贖回**」，指貴戶以清償票款之方式，以贖回退票票據及其退票理由單並消滅對金融機構之票據債務。退票票據可能因以下其中一種原因遭退回：(i)存款不足、(ii)發票人簽章或印鑑不符、(iii)擅自指定金融機構為擔當付款人而未經其同意、或(iv)提示本票時，付款指示已遭撤銷之意；及
- (g) 「**註記**」：由票據交換所註明貴戶有關退票紀錄、清償贖回、或涉及票據信用之情事，備供查詢之意。

#### 3.2 新開戶及帳戶資料變更之背景調查：

貴戶開立支票存款帳戶時，應填具印鑑卡及票據領受單並交付予本行。本行將向票據交換所查詢貴戶之票據信用情況，於認可後即發給空白票據。

印鑑卡資料若有任何變更，貴戶應立即通知本行；如擬變更印鑑式樣，貴戶應重新填具印鑑卡並交付予本行。

貴戶若為法人戶，其名稱或負責人變更但未於該項變更發生後一個月內通知本行，或本行發現該項變更情事並通知貴戶辦理變更手續，貴戶逾一個月未辦理者，本行得終止支票存款往來合約並通知貴戶結清關閉帳戶。

#### 3.3 本票：

貴戶簽發以本行為擔當付款人之本票時，本行得自貴戶之支票存款帳戶扣除同等金額代為付款。

執票人提示本票時若已逾付款提示期限，但仍在該本票自到期日起算(見票即付本票，自發票日起算)三年內，且貴戶尚未撤銷付款委託，亦無其他不得付款之情事，本行仍得付款。

若因帳戶存款不足或發票人簽章或印鑑不符，致貴戶所簽發之本票遭退票時，該退票紀錄與支票退票紀錄合併計算。

#### 3.4 註記：

貴戶於簽發之支票或以本行為擔當付款人之本票退票之次日起算三年內，有清償贖回、提存備付、重提付訖、或其他與票據信用相關情事者，得向本行申請核轉票據交換所依「**支票存款戶票信狀況註記須知**」辦理註記。

#### 3.5 發給空白支票及本票之限制：

若有下列任一情事發生，本行得限制發給貴戶空白支票及本票：

- (a) 發生存款不足退票，或經常於退票後辦理清償贖回、提存備付或重提付訖；或
- (b) 其他不正常使用票據之情況。

本行將於採行前項限制時，以書面告知限制之理由，貴戶認為限制不合理時，得向本行提出申訴。若貴戶帳戶遭法院扣押，除非被扣押之金額經如數提存備付，本行得停止發給空白支票及本票。

#### 3.6 終止擔當付款人之委託：

貴戶於各地金融機構所開立之支票存款帳戶，因簽發以金融機構為擔當付款人之本票，於提示期限經過前撤銷付款委託，經執票人提示所發生之退票，未辦理清償贖回、提存備付或重提付訖註記，一年內達三張時，本行得自票據交換所通報日起算，終止受貴戶擔當付款人之委託三年。於本行終止受貴戶委託為擔當付款人時，貴戶應於本行通知後一個月內，返還剩餘空白票據。

#### 3.7 拒絕往來：

若貴戶因下列情事之一所發生之退票，未辦理清償贖回、提存備付或重提付訖註記，一年內達三張時，或貴戶因使用金融票據涉及犯罪經判刑確定者，本行得自票據交換所通報日起算，予以拒絕往來三年：

- (a) 存款不足；
- (b) 發票人簽章或印鑑不符；或
- (c) 貴戶擅自指定金融機構為本票之擔當付款人。

前項各款退票紀錄個別計算，不予合併計算。因上開情形或其他情事終止支票存款往來之約定時，貴戶應於本行通知後一個月內，結清帳戶並返還剩餘空白票據。

#### 3.8 文件保管：

本行得將支票或其他帳戶相關文件製成微縮影片後，將支票或前述文件銷毀。

#### 3.9 恢復帳戶往來：

拒絕往來期間屆滿前，若貴戶經法院裁定准許重整，貴戶得申請向票據交換所辦理重整註記。經重整註記後，本行得恢復向貴戶提供帳戶服務。

前述恢復往來情況下，若於恢復往來日起至原拒絕往來期間屆滿前貴戶因存款不足又發生退票情事，本行得自票據交換所通報日起算，予以拒絕往來三年。

#### 3.10 請求恢復帳戶往來：

拒絕往來戶若有下列情事之一，得經本行同意後恢復往來：

- (a) 拒絕往來期間屆滿；或
- (b) 構成拒絕往來及其後發生之全部退票已辦妥清償贖回、提存備付或重提付訖之註記。

### 3.11 資料遵循：

貴戶同意本行：

- (a) 以票據交換所作為查詢退票紀錄與拒絕往來交易之資料處理中心；及
- (b) 得將貴戶支票存款帳戶紀錄(包括退票紀錄、被列為拒絕往來戶及其他有關票據信用之資料)提供予票據交換所，並供第三人進行票據信用查詢。

### 4. 整批票據喪失

所託收之票據若發生被盜、遺失或滅失之情事時，貴戶同意：

- (a) 授權由本行或付款行代理貴戶辦理掛失止付及聲請公示催告、除權判決等事宜；及
- (b) 於發票人帳戶內足付票面金額時，經取得票款後，其除權判決書由付款行作為沖銷帳款之憑證。

### 5. 費用

#### 5.1 服務費用：

貴戶確認：

- (a) 已收到本行所提供載明企業金融服務標準收費之書面文件，其約定本行就提供予貴戶之企業金融服務所收取之服務費及/或手續費；及
- (b) 該書面文件(含其修訂)構成協議之一部。

#### 5.2 本行得與貴戶就個別帳戶議定帳戶服務費、就個別服務或交易收取服務費用及/或手續費。個別議定之內容並構成協議之一部。

#### 5.3 上述相關約定如有變更或修改，本行有權得隨時於六十天前於本行網站或營業場所公開揭示；惟若該變更或修改有利於貴戶，則前述事先揭示之要求將不適用。

### 6. 客戶資料

#### 6.1 貴戶同意：

- (a) 本行得將貴戶所提供之資料及/或資訊(包括有關財務信用、資本額、營業額、存款不足之退補紀錄、支票及拒絕往來之資料及/或資訊)提供予銀行之關係企業、往來金融同業、主管機關、財金資訊股份有限公司、聯合徵信中心、聯合信用卡處理中心、臺灣票據交換所、財團法人中小企業信用保證基金、財團法人金融消費評議中心、同業公會、信用卡國際組織、收單機構及簽約商店、信用保證機構、本行與本行關係企業委託處理作業之第三人、根據相關法令得利用貴戶所提供之資料及/或資訊之機構、主管機關指定之機構、貴戶所同意之對象、其他與本行有業務往來之機構、包括「個人資料蒐集、處理、利用告知事項」(此稱「告知事項」)中所指定之各方；
- (b) 前述(a)項之接受方得將貴戶所提供之資料及/或資訊提供予其他方進行確認；及
- (c) 貴戶提供或與貴戶有關資料及/或資訊，得基於以下目的蒐集、處理、國際傳輸或利用：(i)處理貴戶指示；(ii)推介或提供產品及服務；(iii)由其他金融機構或與之一同進行信用調查及交換金融資訊；(iv)交易、作業及/或管理需求；(v)風險管理、洗錢防制、反資恐融資、金融犯罪調查、及(vi)依本行所提供之告知事項所載目的、或依其營業登記項目、或其章程所訂業務需要、或法令所准許之各項目的。

#### 6.2 貴戶茲聲明並擔保於提供予本行有關其職員、董事、監察人或其他類似職等人員或任何個人(下合稱「人員」)之個人資料前，會將本行提供之告知事項交付予各該相關人員，並就提供予本行之個人資料，告知其職員、董事、監察人及任何人員本行蒐集個人資料之目的、類別、利用之期間、地區、對象及方式及其依「個人資料保護法」第3條規定得行使之權利及方式、本行取得其個人資料之來源及任何其他法令規範應告知之事項，並取得各該人員對該告知事項內容之同意，前開告知事項如有修訂，貴戶同意本行得以言詞、書面、電話、簡訊、電子郵件、傳真、電子文件，或其他足以使貴戶知悉或可得知悉之方式，告知貴戶修訂要

點，貴戶並同意將修訂後告知事項交付予相關人員並取得其同意。

#### 6.3 如協議所訂定或約定與個人資料之蒐集、處理、利用、國際傳輸有關條款與告知事項有所歧異者，以告知事項及其後修訂之版本為準。

#### 6.4 本行受中華民國、美國、英國、歐盟、其他國家及司法管轄區有關洗錢防制、打擊恐怖主義、反貪污、反抵制、外國帳戶稅務遵守法案及任何其他類似適用法令下之報告、盡職調查及其他規定義務之規範，貴戶同意於必要範圍內提供本行相關文件、資料及與本行合作，以使本行符合上述法令或因此所簽訂相關約據之要求。本行為內部控制及風險管理必要，會定期執行客戶身分辨識之審查，如貴戶未提供任何本行所要求之相關文件、資料，本行有權自行決定拒絕一項或多項之交易及/或服務、或中止或關閉貴戶任何及/或全部之帳戶。

#### 6.5 本行得授權及/或委託第三方處理部份或全部與交易及/或服務有關之業務或作業，並以處理上述事項為目的，於必要範圍內向本行授權及/或委託之第三方揭露任何與貴戶有關之交易及/或服務之資訊。

#### 7. 準據法及爭端解決條款之第一項約定以下列條款取代

本協議及任何因本協議所產生或有關於本協議之任何非協議義務，均應受中華民國法律管轄及解釋，貴戶茲不可撤銷地同意以臺灣臺北地方法院為第一審之非專屬管轄法院。

## Taiwan Supplement

Capitalised terms used but not defined in this Supplement have the meanings set out in the Agreement.

By signing this Agreement and/or the application forms, You confirm that You were given a period of at least 7 days to review such documents prior to signing.

For Services provided to You in or into Taiwan, the Agreement is supplemented as follows:

### 1. "Interest

**NTD Current Deposit:** unless otherwise specified under applicable laws or agreed with You separately, interest payable is calculated based on 365 days per year and accrues on a daily basis based on the Bank's board rate. Interest is payable semi-annually (i.e., on June 20 and December 20 each year) and will be paid on such date and be rolled into the balance on the same day. For deposit made by way of cash, debit transfer, wire transfer via an automated machine (e.g. ATM) outside of the business hours (including holidays), the interest will accrue from the date of deposit (i.e. when the Bank actually received such deposit) and the cut-off time is 24:00. If the deposit was not made successfully due to input error, system malfunction, or outage of Services, interest will accrue from the date of receipt. The cut-off time for current deposit made via Straight2Bank is 17:00. Interest will accrue from the next Banking Day for deposit after such time.

**NTD Time Deposit:** unless otherwise specified under applicable laws or agreed with You separately, interest payable is calculated based on 365 days per year and accrues on a daily basis based on the Bank's board rate according to the applicable tenor and announced on the date of deposit. In the case of early termination, the interest payable will be eighty percent (80%) of the interest calculated based on board rate when entering into the Agreement and no interest will accrue if the tenor is less than one month.

**Foreign Currency Deposit:** interest payable on a debit balance shall be calculated based on 360/365 (or 366 for leap year) days per year depending on the currency convention.

### 2. Time Deposit

Unless a shorter period of notice has been agreed in writing by the Bank, You will provide the Bank with Instructions to dispose of a fixed term deposit no later than 2 Banking Days before the maturity date of such deposit. If not, the Bank may renew the deposit (together with any interest accrued after deducting tax) for a similar period and at the Bank's prevailing interest rate.

### 3. Supplemental Terms for Cheque Accounts

This Clause 3 is only applicable if You have a cheque Account with the Bank:

#### 3.1 Definitions:

As used in this Supplemental Terms:

- (a) **"Deposit of Payment Reserve"** means You deposit the face amount of a Dishonoured Instrument in a financial institution which has refused to honour the Payment Instrument due to insufficient funds in Your Account and You apply for entering the deposited amount under the category of "Other Payables Received" to honour the instrument;
- (b) **"Dishonoured Instrument"** means a Payment Instrument presented to a financial institution which has been dishonoured and returned to the holder of the instrument with a slip stating the reason(s) for dishonouring the Payment Instrument;

- (c) **"Foreclosure"** means a financial institution refuses to provide cheque account services for an Account holder whose financial credibility is apparently defective;
- (d) **"Honouring a Dishonoured Instrument"** means You honour a Payment Instrument with the funds in Your Account or other Account for amount payable upon the renewed presentation after such Payment Instrument was initially dishonoured;
- (e) **"Termination of Acting on Your Designation"** means a financial institution terminates the agreement to act on designation in relation to promissory notes drawn by a holder of the cheque Account;
- (f) **"Redemption of Instrument"** means You pay the amount required to redeem a Dishonoured Instrument and the slip stating the reason(s) for dishonouring the Payment Instrument to clear the relevant obligation owed to a financial institution. This arises when the Dishonoured Instrument is returned with a slip stating one of the following reasons: (i) insufficient funds, (ii) incorrect signature(s) or seal(s) of the drawer(s), (iii) You indicate a financial institution on the promissory note to honour the payment without obtaining the prior consent of the financial institution, or (iv) the promissory note is presented after an instruction to honour has been revoked; and
- (g) **"Remarks"** means references given by a clearing house with regard to Dishonoured Instruments, Redemption of Instruments or occurrences involving Your financial credibility.

### 3.2 Background vetting of new Accounts and changes of Account information:

When opening a cheque Account, You will fill out and deliver a chop specimen card and cheque receipt to the Bank. The Bank will check Your financial credibility with a clearing house and issue blank cheques if Your credibility is acceptable to the Bank.

You must immediately notify the Bank of any change in the information provided on Your chop specimen card. If You need to change Your chop specimen, You need to fill out and deliver a new chop specimen card.

Where You are a juristic person whose name or representative has changed and You fail to notify the Bank within 1 month following such change or the Bank found such change and notified You to make amendments but You failed to do so within 1 month following the Bank's notification, the Bank may terminate the Agreement and notify You to settle and close Your Account.

### 3.3 Promissory notes:

Where You issue a promissory note and indicate that the Bank will honour the promissory note, the Bank may debit an equivalent amount from Your cheque Account.

Where the period for presenting a promissory note has expired, the Bank may still honour it if it is presented within a period of 3 years starting from the maturity date (or, in the case of promissory note payable at sight, the date of its issuance) provided Your Instruction to pay has not been revoked and there are no other circumstances which in the Bank's opinion justify non-payment.

If a promissory note issued by You is dishonoured due to insufficient funds in Your Account or incorrect signature(s) or seal(s), the record of such dishonour will be counted in conjunction with the record of a dishonoured cheque.

### 3.4 Remarks:

You may apply with the Bank for registration of any incident relating to a Redemption of Instrument, Deposit of Payment

Reserve, Honouring a Dishonoured Instrument or any other occurrence involving its financial credibility as Remarks at a clearing house in accordance with the "Guidelines Governing Remarketing Credits for Cheque Account Holders" within 3 years after the date of dishonour of any cheque drawn by You or any promissory note issued and indicated by You that the Bank will honour the promissory note.

### 3.5 **Restriction on issuing blank cheques and promissory notes:**

The Bank may refuse to issue blank cheques and promissory notes to You if there is:

- (a) an occurrence of Dishonoured Instrument due to insufficient funds, or repeated history of Redemption of Instrument, Deposit of Payment Reserve, or Honouring a Dishonoured Instrument; or
- (b) any unusual matter relating to the use of a negotiable instrument.

The Bank will provide You with details of the above in writing. If You deem the restriction is unreasonable, You have the right to file a complaint with the Bank. In the event that a court attaches Your Account, unless an amount of Deposit of Payment Reserve equivalent to the attached amount has been deposited with the Bank, the Bank may refuse to issue blank cheques and promissory notes.

### 3.6 **Termination of Acting on Your Designation:**

In respect of cheque accounts You opened with any financial institution, if You issued a promissory note and indicated that the financial institution will honour the promissory note, it was subsequently dishonoured when the presentation was made by the holder because of Your cancellation of such promissory note before the end of the presentation period, the Bank may refuse to honour a Payment Instrument or refuse to act on any designation by You to honour a Payment Instrument for a period of 3 years upon notification from a clearing house that the following has occurred on 3 separate Payment Instruments in a year: You failed to register any Remarks relating to a Redemption of Instrument, Deposit of Payment Reserve, or Honouring a Dishonoured Instrument. Upon the Bank's Termination of Acting on Your Designation, You shall return the remaining blank cheques to the Bank within 1 month upon the Bank's notification.

### 3.7 **Foreclosure:**

If any Dishonoured Instrument occurred due to the following events and You fail to register any Remarks relating to a Redemption of Instrument, Deposit of Payment Reserve, or Honouring a Dishonoured Instrument on more than 3 Payment Instruments within 1 year, or You have been convicted of crimes involving the use of financial instruments and a final judgment rendered You as guilty, the Bank may, starting on the date on which the Bank is notified of such by a clearing house, commence a Foreclosure against You for a period of 3 years:

- (a) insufficient funds;
- (b) incorrect signature(s) or seal(s) of the drawer(s); or
- (c) You indicate a financial institution on the promissory note to honour the payment without prior consent of the financial institution.

Records of any Dishonoured Instruments resulting from any of the above will be counted separately, not consolidated together. Upon the termination of the cheque Account due to the above or any other events, You shall close the Account and return the remaining blank cheques to the Bank within 1 month upon the Bank's notification.

### 3.8 **Safekeeping of documents:**

The Bank may destroy any cheques or other documents relating to the Account(s) after microfilming the same.

### 3.9 **Reinstatement of Accounts:**

If, prior to expiration of a foreclosed Account, You are approved by the court to undertake reorganisation, You may apply for reorganisation Remarks at a clearing house. If Your reorganisation Remarks are recorded the Bank may provide Account Services to You.

If, following the foregoing situation, a cheque drawn by You is again dishonoured due to insufficient funds in Your Account during the period between the date on which the Account is reinstated and the expiration of the previous foreclosure, the Bank may close such Account for 3 years starting on the date it is notified by a clearing house.

### 3.10 **Request of reinstatement of Account:**

Subject to the Bank's approval, a foreclosed Account may be reinstated where:

- (a) the term for Foreclosure has expired; or
- (b) all Dishonoured Instruments which caused the Foreclosure and any other subsequent Dishonoured Instruments have been registered with Remarks of Redemption of Instrument, Deposit of Payment Reserve, or Honouring a Dishonoured Instrument.

### 3.11 **Information Compliance:**

You agree that the Bank may:

- (a) use a clearing house as a data processing centre for records of Dishonoured Instruments and Foreclosure; and
- (b) provide Your cheque Account records (including any records of Dishonoured Instruments, Foreclosure, and other information relating to the creditworthiness of Payment Instruments) to the clearing house for the purpose of providing credit references to third parties.

## 4. **Loss of Batches of Payment Instruments**

For any Payment Instrument You ask the Bank to provide collection Service, in the event of any theft, loss, or destruction occurs, You agree to:

- (a) authorize the Bank or the drawee to act on Your behalf to apply for reporting the loss and stopping payment, public summons, and judgment for exclusion by the court; and
- (b) authorize the Bank to use the judgment for exclusion by the court as supporting document for debiting the drawer's account for payment of the cheque.

## 5. **Fees**

### 5.1 **Service Fee:**

You confirm that:

- (a) You have received a standardized pricing table ("Pricing Table") indicating the standardized service fee and/or handling charges for the Bank's wholesale banking financial Services; and
- (b) the Pricing Table, including subsequent amendments thereto, shall constitute part of the Agreement.

### 5.2 **The Bank may negotiate with You on the account maintenance fee for each Account, the service fee and/or handling charge applicable to individual Service or transaction to be charged separately. The negotiated fees and charges shall constitute part of the Agreement.**

### 5.3 **For any amendments or changes to the above, the Bank is authorized to notify You by making a public disclosure from time to time at the Bank's website or in the Bank's business place sixty days in advance; however, if the amendments or changes are favourable to You, the above notice requirement shall not be applicable.**

## 6. **Your Information:**

### 6.1 **You agree that:**

- (a) the Bank may supply any data and/or information provided by You (including data and/or information related to

financial credibility, capitalisation, turnover, records of dishonoured overdrafts, cheques and foreclosure) to the Bank's Affiliates, correspondent financial institutions, any Authority, the Financial Information Service Co. Ltd., Joint Credit Information Center, the National Credit Card Center, the Taiwan Clearing House, Small and Medium Business Credit Guarantee Fund of Taiwan, the Financial Ombudsman Institution, industry associations, international credit card organisations, acquirer institutions and contracted stores, credit guarantee organisations, third parties appointed by the Bank and the Bank's Affiliates to provide services, institutions which can utilise any data and/or information provided by You pursuant to relevant laws, any institution designated by an Authority, recipients agreed by You, other organisations with a business relationship with the Bank, including the parties specified in the "Statement of Collection, Processing and Utilization of Personal Data" ("**Statement**");

- (b) the recipients in (a) above may provide any data and/or information provided by You to other parties for confirmation; and
- (c) the collection, processing, international transmission or use of any data and/or information provided by or relating to You can be for the purpose of (i) processing Your Instructions, (ii) promoting or providing products and services, (iii) credit investigation and exchange of financial information conducted by or with other financial institutions, (iv) transactional, operational and/or managerial needs, and (v) risk control, anti-money laundering, anti-terrorist financing, financial crime investigations, and (f) purposes stated in the Statement or pursuant to business needs under the business licenses or the articles of incorporation or purposes permitted under relevant laws.

6.2 You represent and warrant that before providing any personal data of any of Your employees, directors, supervisors or other similar officers or any relevant person(s) (collectively, the "Relevant Persons") to the Bank, You will deliver the Statement provided by the Bank to each of the Relevant Persons and obtain their consent, and will notify each of the Relevant Persons the purpose of the Bank's collection, types of the personal data, time period, areas, persons who may use their personal data and how the personal data may be used and their rights under Article 3 of the Personal Data Protection Law, the sources from which the Bank obtained their personal data, and any other matters which shall be notified in accordance with law and regulation with regard to the personal data You provide to the Bank and shall obtain the consent of each Relevant Persons as to the content of the Statement respectively. If the Statement is amended, You agree that the Bank may provide You with a summary of the amendments verbally, in writing, by telephone, text message, email, fax, electronic document, or in other manner that adequately keeps You informed or enables You to be informed of the above and You further agree to deliver the amended Statement to each of the Relevant Persons and obtain their consent.

6.3 In the event of any discrepancy between the Statement and the terms and conditions on collection, processing and use of personal data herein, the Statement, as may be amended by the Bank from time to time, shall prevail.

6.4 The Bank is subject to reporting, due-diligence and other requirements of any applicable laws related to anti-money laundering, combating terrorism, anti-bribery and corruption, anti-boycott, foreign account tax compliance and others in the Republic of China, United States, the United Kingdom, European Union and other countries and jurisdictions and agree to provide the Bank with relevant documents and information, and to otherwise cooperate with the Bank to enable the Bank to comply with such laws and the contracts that have been entered into as a result of the above. The Bank may conduct client due

diligence procedure for the purpose of internal control and risk management. If You do not provide the Bank with any documents and information requested by the Bank, the Bank may, at its sole discretion, reserve the right to refuse to perform one or more transactions and/or Services, or to suspend or close any and/or all of Your Account.

6.5 The Bank may delegate and/or outsource to a third party to deal with a part or the whole affairs or operations in connection with the transactions and/or Services, and disclose any information related to You in respect of the transactions and/or Services to the Bank's designated third party within the scope of necessity for the purpose of dealing with the matters mentioned above."

7. Clause 17.1 (*Governing Law and Dispute Resolution*) is replaced with the following:

"This Agreement and all non-contractual obligations arising in any way out of or in connection with this Agreement shall be governed and construed by the laws of the Republic of China and You agree to irrevocably submit to the non-exclusive jurisdiction of Taiwan Taipei District Courts."