

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) 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.

“**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 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) which form part of our environmental and social risk management framework (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. Resolution

We are subject to Laws that provide certain Authorities with tools designed to allow them to manage a financial institution's failure in an orderly manner. If you have a relationship with Standard Chartered Bank or any of its branches, then the Regulatory Compliance Statement – Schedule: UK Contractual Recognition of Bail-in and Stays (www.sc.com/en/rcs) may be applicable.

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 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. 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). 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).

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.

RCS Country Supplement (Germany)

This RCS Country Supplement (Germany) applies where you have a relationship with SCB AG in Germany.

1. The second paragraph of Clause 2 (Privacy) is replaced with the following:

"Our Privacy Notice (www.sc.com/de/privacy-policy) outlines how SCB AG 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."

2. The following is added to the end of Clause 4 (Sanctions):

"Any declarations under this clause are made only to the extent that the Group or the involved employees of the Group or you or your employees are permitted to make such declarations pursuant to Section 7 of the German Foreign Trade Order (Außenwirtschaftsverordnung, AWV), EU Regulation (EC) 2271/96 or a similar anti-boycott statute."

3. The second sentence of Clause 9 (Resolution) is deleted.

4. The second and third paragraphs of Clause 12 (Communication and Updates) are replaced with the following:

"The most current version of this Statement is available on our website (<https://www.sc.com/de-en/regulatory-disclosures/>). 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 (<https://www.sc.com/de-en/regulatory-disclosures/>).

Standard Chartered Bank AG

Annex to Regulatory Compliance Statement – Terms of Business

1. General

Standard Chartered Bank AG (“**SCB AG**”) (“**we**”, “**us**” or “**our**” for the purposes of these Terms of Business) is a stock corporation under German law with its registered office in Taunusanlage 16, 60325 Frankfurt am Main, Germany registered in the commercial register Amtsgericht Frankfurt am Main with the number HRB 108109 authorised by the European Central Bank and supervised by the Federal Financial Supervisory Authority (*Bundesanstalt für Finanzdienstleistungsaufsicht*, “**BaFin**”) and the German Federal Bank (“**Deutsche Bundesbank**”). Please refer to <https://www.sc.com/de-en/imprint-2/> for further mandatory information about us.

These Terms of Business, together with any accompanying documents (including the Statement), as amended from time to time, (together, the “**Terms**”) set out the terms applicable between you and us in relation to the provision of Services. These Terms constitute a contractual agreement having legal effect which you accept by beginning or continuing to undertake business with us following receipt of these Terms. These Terms prevail over any terms that you may send to us and supersede any previous agreement between you and us on the same subject matter. In case of any conflict between the Terms of Business and the Statement, the Terms of Business shall prevail.

Unless otherwise agreed (in particular in case a Product Document applies), these Terms govern all business transacted (each a “**Transaction**”) by us with or for you and all Services provided by us to you in relation to Services. Transaction means any transaction contemplated or executed by or between you and us, or any third party, pursuant to these Terms.

Capitalised terms which are followed by bracketed German terms shall be given the meaning of the relevant German term in the WpHG.

2. Services

Pursuant to these Terms, we may provide, in our sole discretion and in accordance with applicable Law, the following investment services (*Wertpapierdienstleistungen*) within the meaning of the German Securities Trading Act (*Wertpapierhandelsgesetz* – “**WpHG**”):

- (a) execute Transactions upon your Instructions as principal (*Eigenhandel* or *Finanzkommissionsgeschäft*) or agent (*Abschlussvermittlung*) in accordance with these Terms, as appropriate;
- (b) deal with (*Eigenhandel*) or for you as principal (*Finanzkommissionsgeschäft*) and/or as your agent (*Abschlussvermittlung*) as appropriate, or arrange deals (*Anlagevermittlung*) in accordance with these Terms;
- (c) transmit orders on your behalf in accordance with these Terms (*Anlagevermittlung*); and
- (d) provide such other services as may from time to time be agreed between you and us; (“**Services**”).

We may provide our Services, subject to our sole discretion and in accordance with applicable Law, in relation to all financial instruments (*Finanzinstrumente*), in particular Derivatives (*derivative Geschäfte*) and Securities (*Wertpapiere*), as defined in the WpHG.

3. Client Classification

You will be separately notified of your classification as a “**Professional Client**” (*Professioneller Kunde*) or as an “**Eligible Counterparty**” (*Geeignete Gegenpartei*) under the WpHG.

You have the right to request a different categorisation and if we agree in writing to your request, your banking relationship with us may change.

Professional Clients will be afforded certain regulatory protections by the WpHG. The regulatory protections concerned include formal requirements in the following areas: (i) to act in accordance with the client’s best interests; (ii) not to give or receive inducements; (iii) to achieve best execution in respect of the client’s orders; (iv) to execute orders subject to other constraints as regards timing and handling relative to other clients’ orders; and (v) to ensure that information SCB AG provides is fair, clear and not misleading.

SCB AG does not, as a matter of policy, undertake investment business with Retail Clients.

4. No Advice and Appropriateness

We will not (i) make any Personal Recommendations (*persönliche Empfehlungen*), to you about any Transaction; (ii) advise you on the merits or suitability of a Transaction (including your trading strategy) and (iii) provide you Investment Advice (*Anlageberatung*).

All Transactions with you or those performed on your behalf are done on an “execution-only” basis (“*auf Veranlassung*”). Any trading decisions made by you are based on your own skill and judgement. In relation to Transactions involving Non-

complex Instruments (*nicht komplexe Finanzinstrumente*), we are not required to assess the appropriateness of such service and you will not be protected under the appropriateness regulatory regime.

We may be required by Law to assess the appropriateness of Transaction(s) for Professional Client(s) or "Eligible Counterparty(s)". For such Transactions(s), we can rely on the assumption that you have the necessary experience and knowledge to understand the underlying risks.

5. Client Order Handling

We may aggregate any order from you with the order of any other client. Aggregation may operate to your advantage or disadvantage. We will not carry out a client order or a Transaction for our own account in aggregation with a client order if it is likely that the aggregation of orders and Transactions will work overall to the disadvantage of any client whose order is to be aggregated.

6. Order Execution Policy

Where you are classified as a Professional Client, you consent to your Transactions being handled in accordance with our Order Execution Policy (please refer to Financial Market Order Execution Policy - <https://www.sc.com/de/regulatory-disclosures/>). We will notify you of amendments to our Order Execution Policy, including material amendments, by publishing an updated version of the Order Execution Policy on our website at the link above. We will consider the continued placement of orders by you to constitute your continued consent to our Order Execution Policy as in effect from time to time.

7. Conflicts of Interest

In relation to any Transaction we execute or arrange for you, where we have an interest, relationship, arrangement, or duty which is material or which gives or may give rise to a conflict of interest with your interest(s), we will take all necessary steps to ensure your fair treatment in relation to such Transaction and will manage any conflict of interest in accordance with our internal policies and procedures.

For details on how we manage conflicts of interest and the nature of certain conflicts, please click here (Conflicts of Interest Disclosure - <https://www.sc.com/de/regulatory-disclosures/>). Conflicts of interest will be regularly monitored and reviewed. We will update our disclosure where required.

8. Messaging protocols applicable in relation to professional clients as referred to in Annex II to Directive 2014/65/EU

- (a) This Clause 8 sets out terms that are intended to ensure compliance with CSDR and amends this agreement from the Effective Date (unless we notify you otherwise prior to such date). The intention of Clause 8 is to prevent settlement failures in compliance with CSDR and Article 2 of the Settlement Discipline RTS. Settlement failures post the Effective Date may result in financial penalties and costs for the party that caused the settlement failure.
- (b) The terms of this Clause 8 are applicable in relation to professional clients as referred to in Annex II to Directive 2014/65/EU of SCB AG, hence including any *per se* professional clients irrespective of whether we may have otherwise categorised you as an eligible counterparty.
- (c) Following us notifying you of the execution of a Transaction, you agree to provide us a written allocation with all the information referred to in Article 2 of the Settlement Discipline RTS, each within the timeframes stipulated in that Article. You agree that where you send us written allocations under this Clause 8, this also constitutes written confirmation of your acceptance of the terms of the Transaction. SCB AG is entitled to assume the accuracy of, and to rely on, any information provided by you pursuant to this Clause 8.
- (d) You may provide the written allocation and written confirmation referred to in Clause 8(c) by any communication procedure agreed between you and us.
- (e) We shall confirm receipt of the written allocation and written confirmation referred to in Clause 8(c) within the timeframe required under Article 2 of the Settlement Discipline RTS.
- (f) You shall not be required to provide the written allocation and written confirmation referred to in Clause 8(c) upon execution of a Transaction where you grant us access to, or otherwise make available to us, on an ongoing basis, the information referred to in Article 2 of the Settlement Discipline RTS.
- (g) In this Clause 8:
 - "CSDR" means Regulation (EU) No 909/2014 and the Settlement Discipline RTS as they may be modified from time to time;
 - "Effective Date" shall mean the date given in Article 42 of the Settlement Discipline RTS, as modified from time to time, or such other date notified by us to you in writing (which may be by email);
 - "Settlement Discipline RTS" means Commission Delegated Regulation (EU) 2018/1229 as it may be modified from time to time; and
 - "Transaction" means any transaction which you undertake with or through us which is within the scope of Article 5(1) CSDR, except where you hold the securities and cash relevant for the settlement with us".

9. Client Money

Money held for you in an account with us will be held by us in our capacity as a credit institution and not as trustee.

10. Custody

We do not offer custody service under these Terms.

11. Compensation Scheme

Deposits with SCB AG are covered by the Entschädigungseinrichtung deutscher Banken GmbH ("EdB"), the German private commercial bank's statutory compensation scheme for depositors and investors.

The EdB (Burgstraße 28, 10178 Berlin, Germany, www.edb-banken.de) protects deposits and certain liabilities arising from securities transactions at certain credit institutions to the extent provided for under the German Deposit Guarantee Act (*Einlagensicherungsgesetz*), if applicable, in connection with the Investor Compensation Act (*Anlagerentschädigungsgesetz*). Partnerships and corporations are entitled to compensation. Deposits of banks and institutional investors, such as financial institutions and investment firms, insurance undertakings and deposits of public authorities are not covered. The EdB protects deposits up to a limit of € 100,000 and 90% of liabilities arising from investment business, limited to the equivalent of € 20,000. Liabilities in respect of which a bank has issued bearer instruments such as bearer bonds and bearer deposit certificates are not protected. Compensation is provided in connection with investment business particularly if, contrary to its duties, a bank is unable to return monies owed to customer in connection with securities transactions and financial instruments owned by the customer and held in custody on its behalf.

12. Capacity

When transacting with us as agent or trustee on behalf of another person, we will continue to treat you as our client and you will be liable as such unless we have agreed with you in writing to treat any other person as our client. We may delegate the performance of any service to a third person(s) or employ such agents as we select on terms as we consider appropriate. We may enter into clearing arrangements with clearing brokers or clearing members of a particular exchange. The terms of our clearing arrangements with such agents (including any exclusions or limitations of liability) will be binding on you and may be directly enforced against you by such agents.

13. Instructions

We may treat as genuine and rely and act on any instruction(s) which we reasonably believe to have been given by you or any person authorised by you.

We shall enter into Transactions in accordance with your instruction(s) unless we reasonably believe that such Transactions may not be practicable or might involve any party in breach of any Law. We shall not be liable for any loss, liability, cost or expense ("Loss") that you suffer or incur as a result of our refusal to act on your instruction(s).

Your instruction(s) are effective when we actually receive them and if we cannot process your instruction(s) we will notify you as soon as we can.

We will try and stop or cancel a Transaction when you ask us to but we will not be responsible if we cannot do so.

We shall not be under any obligation to quote, execute or otherwise enter into any Transaction, or to accept and act in accordance with any instruction(s), except to the extent this is explicit in the service we hold ourselves out as providing to you.

You will be solely responsible for, and agree to indemnify us in respect of, any Loss (including legal expenses) or penalty suffered or incurred by us as a result of any errors in your instruction(s) to us.

14. Reporting

The nature, frequency and timing of reports that we shall provide to you on the performance of services by us shall be in compliance with the applicable Law. We may disclose to you reporting information on our website(s) from time to time.

Confirmations will, in the absence of manifest error, be conclusive and binding on you, unless we receive an objection in writing within five (5) banking days of dispatch to you or we notify you of an error in the confirmation within the same period.

15. Legal Entity Identifier (LEI)

All Clients of SCB AG must have an LEI in order for SCB AG to be able to execute a trade on behalf of the Client.

An LEI can be purchased from any LEI issuing organisation; these can be found on the Global Legal Entity Identifier Foundation (GLEIF) website (www.gleif.org).

16. Charges and Payments

We may charge you fees, commissions and other costs and expenses incurred by us in relation to the services we provide on such basis as shall be agreed with you from time to time. We will disclose to you the relevant fees, commissions and other cost, charges and expenses information by way of letter, our Product Documents, email and / or on our website(s).

The time for payment in respect of any Transaction shall be the settlement date agreed between us and you or, in the absence of specific agreement, the day and time customary for the settlement of the relevant Transaction in the relevant market.

Our obligation to settle any Transaction is conditional upon receipt by us on or before the due date for settlement (or satisfactory confirmation of such receipt by our agent) of all necessary documents or funds due to be delivered by you or on your behalf on such due date.

If you fail to pay us any amount when it is due, we may charge you interest (both before and after any judgment) on any unpaid amount calculated at the rate as reasonably determined by us to be the cost of funding such overdue amount. Interest will accrue on a daily basis and will be due and payable by you as a separate debt.

We may deduct or withhold all forms of tax (whether of Germany or elsewhere whenever imposed) from any payment if obliged to do so under applicable Law. In accounting for tax or making deductions or withholding of tax, we may estimate the amounts concerned. Any excess of such estimated amount over the final confirmed liability will be credited or sent to you as soon as reasonably practicable.

In the course of providing services to our clients, we may pay or receive fees, communications, or other non-monetary benefits from third parties.

17. Exclusions and Limitations of Liability

In performing our obligations, we shall be liable for any negligence on the part of our staff and of those persons whom we may call in for the performance of our obligations. If the special conditions for particular business relations or other agreements contain provisions inconsistent herewith, such provisions shall prevail. If you have contributed to the occurrence of the Loss by your own fault, the principles of contributory negligence shall determine the extent to which we and you shall have to bear the Loss.

If the contents of an order are such that we typically entrust a third party with its further execution, we perform the order by passing it on to the third party in our own name (order passed on to a third party). This applies, for example, to obtaining information on banking affairs from other credit institutions or to the custody and administration of securities in other countries. In such cases, our liability shall be limited to the careful selection and instruction of the third party.

We shall not be liable for any losses caused by Force Majeure.

"Force Majeure" means any:

- (a) flood, storm, earthquake or other natural event;
- (b) war, hostilities, terrorism, revolution, riot or civil disorder;
- (c) strike, lockout or other industrial action;
- (d) change in any law or any change in the interpretation or enforcement of any Law;
- (e) act or order of any Authority;
- (f) order of any court or other judicial body;
- (g) restriction or impending restriction on the availability, convertibility, credit or transferability of any currency;
- (h) computer system malfunction or failure or any third party interference with a computer system;
- (i) error, failure, interruption, delay or non-availability of any goods or services supplied to you or us by a third party; or
- (j) unusual, unforeseeable event beyond our reasonable control that we could not have prevented despite application of reasonable efforts.

18. Communications, Telephone Recording and Privacy

We will generally communicate with you in English, unless otherwise required by Law. We may generally communicate with you through a variety of methods, including post, fax, email or such communication channels as agreed between you and us.

As part of our compliance with applicable laws and regulations, certain telephone conversations and electronic communications will be recorded. Please note that these recordings may be made with or without the use of a spoken warning, tone or similar notification. We may also keep records of electronic communications between you and us, and use the records in any dispute in connection with the Terms. We reserve the right to produce these recordings to competent authorities of other countries to comply with such other countries' regulatory requirements applicable to us. Such records will be our sole property and accepted by you as evidence of the orders and any instructions given or such other communications. A copy of such recordings and communications will be available on request for a period of five (5) years, and, where requested by BaFin, for a period of up to seven (7) years.

You must provide our Privacy Statement as provided by us to you from time to time to the relevant Data Subjects, including without limitation the Data Subjects whose Personal Data will be processed in course of telephone recordings by us, before you or a person acting on Your behalf provides us with such Personal Data.

Capitalised terms which are used in this clause but are not defined in these Terms shall be given their meaning under applicable Data Protection Laws.

"Data Protection Laws" means all applicable laws or regulations concerning the processing of personal data relating to living persons, including without limitations the Regulation (EU) 2016/679 (GDPR) of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC and the German Federal Data Protection Act (*Bundesdatenschutzgesetz*).

19. Use / Reuse Risk Disclosures

We direct your attention to the "Information statement relating to risks in connection with title transfer collateral arrangements" (please refer to Title Transfer Risk Information Statement from <https://www.sc.com/de/regulatory-disclosures/>) related to the general risks and consequences that may be involved in consenting to a right of use of collateral arrangement or of concluding a title transfer collateral arrangement.

20. Financial Instruments Information

We will provide to you important information about risks associated with financial instruments by way of letter, our Product Documents, email and / or on our website(s).

21. Complaints Procedure

We have internal procedures for handling complaints fairly and promptly. We can provide you with further information on our complaints procedures at your request. You may address a complaint directly to Standard Chartered Bank AG with the following options:

(a) By E-mail:

If you are a client of Standard Chartered Bank AG: complaintsmanagement.germany@sc.com

If you are a client of Standard Chartered Bank AG France Branch: complaintsmanagement.france@sc.com

If you are a client of Standard Chartered Bank AG Sweden Branch: complaintsmanagement.sweden@sc.com

(b) In writing, visiting in person or via telephone:

Standard Chartered Bank AG Compliance Taunusanlage 16, 60325 Frankfurt am Main Germany

Tel.: +49 (0) 69 770 750 0;

Standard Chartered Bank AG France Branch Compliance 32 Rue De Monceau Paris 75008 France

Tel.: +33 (0) 1 53 75 83 00;

Standard Chartered Bank AG Sweden Branch Compliance Kungsgatan 33 111 56 Stockholm Sweden

Tel.: +46 (0) 8 451 02 00

22. Regulatory Information on our Website

There is important regulatory information in relation to these Terms which is relevant to you on our website (<https://www.sc.com/de/regulatory-disclosures/>). We recommend that you regularly review the information on the website as it may be amended and updated by us from time to time.

23. European Union Bank Recovery and Resolution

SCB AG is subject to the German Recovery and Resolution Act (Sanierungs- und Abwicklungsgesetz – "**SAG**") which provides BaFin and the Deutsche Bundesbank with tools designed to allow them to manage a financial institution's failure in an orderly manner. The principles described in the Regulatory Compliance Statement – Schedule: European Union Bank Recovery and Resolution (<https://www.sc.com/de-en/regulatory-disclosures/>) may be applicable to your relationship with Standard Chartered Bank AG.

24. Governing Law and Jurisdiction

These Terms and any non-contractual matters in connection with them will be governed by and construed in accordance with German law. The parties agree that the courts of Frankfurt am Main, Germany have exclusive jurisdiction to settle any dispute arising out of or in connection with these Terms (including a dispute regarding the existence, validity or termination of these Terms) or the consequences of their nullity (a "**Dispute**"). The parties agree that the courts of Frankfurt am Main, Germany are the most appropriate and convenient courts to settle Disputes and, accordingly, that they will not argue to the contrary.

25. Changes and Amendments to the Terms

- (a) Amendments to these Terms shall be offered to you in writing no later than six weeks before the proposed date of their entry into force. The amendments offered by the Bank shall become effective only if you accept them, either by way of deemed consent or explicitly.
- (b) Your silence shall be deemed to constitute acceptance of the offer of amendment (deemed consent) only if
 - (1) the Bank's offer of amendment is made in order to restore the conformity of the contractual provisions with a changed legal situation,
 - due to a change in the law, including directly applicable legal provisions of the European Union; or
 - due to a provision being declared invalid or unenforceable by a final court decision, including a decision by a court of first instance, or
 - due to a binding order of a national or international authority responsible for the Bank (e.g. the German Federal Financial Supervisory Authority or the European Central Bank) the provision is considered not in line with the bank's regulatory obligations, or
 - (2) the change is purely operational in nature, does not impose any additional obligations on you and does not fall in any category set out in subsection (c) below and you have not rejected the Bank's offer of amendment prior to the proposed effective date of the amendment.

The Bank shall inform you of the consequences of your silence in the amendment offer and advise you of your right to terminate the agreement affected by the amendment without notice and free of charge prior to the proposed date on which the amendments take effect.

- (c) An amendment by way of deemed consent shall not be possible and your explicit consent will be required in case the change or amendment
 - (1) affects the principal obligations under the agreement, or
 - (2) increases agreed charges for the service or implements additional charges, or
 - (3) is equivalent to the conclusion of a new agreement or
 - (4) would significantly shift the previously agreed relationship between performance and consideration in favour of the Bank.