

## Regulatory Compliance Statement – Schedule

## 監管合規聲明--附件

### UK Contractual Recognition of Bail-in and Stays

### 英國合約認同內部財務重整及擱置

Standard Chartered Bank (“SCB”) is subject to the UK Banking Act 2009 (the “UK Banking Act”) and is regulated by the UK Prudential Regulation Authority (the “PRA”).

渣打銀行受限於英國銀行法 2009 (“英國銀行法”) 並受英國審慎監管局 (“PRA”) 所監管。

The UK Banking Act grants powers to the Bank of England, including:

英國銀行法授予英倫銀行各種權力，包括：

(a) the power to bail in a failing financial institution, the effect of which may be to write down or convert (into obligations, shares or other instruments of ownership in any entity) in full or in part, liabilities a failing financial institution may owe to its creditors, and / or otherwise amend or modify such liabilities, unless they are liabilities excluded from bail-in as set out in Section 48B of the UK Banking Act (“Excluded Liabilities”), including the following:

(a) 為失敗金融機構作內部財務重整的權力，其效果可能是全部或部分減記或轉換（轉換為義務、任何實體的股份或其他擁有權工具）失敗金融機構可能欠其債權人的負債，和/或以其他方式修改此類負債，除非它們是英國銀行法第 48B 條規定的被排除在內部財務重整之外的負債（“除外負債”），包括以下債務：

- (i) deposits from individuals and entities covered by the UK Financial Services Compensation Scheme;
- (ii) any liability to the extent it is secured;
- (iii) liabilities that arise as a result of holding client assets;
- (iv) liabilities that arise as a result of a fiduciary relationship;
- (v) interbank liabilities with an original maturity of less than seven days; and
- (vi) liabilities to critical commercial or trade creditors.

- (i) 英國金融服務補償計劃涵蓋的個人和實體的存款；
- (ii) 受擔保的任何負債；
- (iii) 因持有客戶資產而產生的負債；
- (iv) 由於信託關係而產生的負債；
- (v) 原到期日少於 7 天的同業銀行負債；和
- (vi) 對關鍵商業或貿易債權人所欠負債。

The exercise of such bail-in powers is designed to ensure that creditors receive no less favourable treatment than they would have received had the failing financial institution entered insolvency immediately before the exercise of such bail-in powers (“UK Bail-in Powers”); and

行使此類內部財務重整權旨在確保債權人獲得的待遇不遜於如果失敗金融機構就在行使此類內部財務重整權之前進入破產程序（“英國內部財務重整權力”）；及

(b) in relation to derivative, repo, securities financing and similar transactions, prohibiting in-scope entities from creating new obligations or materially amending existing obligations under certain financial arrangements unless counterparties have agreed to be subject to a temporary stay on their rights of early termination and close-out (“UK Stays Rule”).

(b) 就衍生品、回購、證券融資和類似交易而言，禁止範圍內實體在某些財務安排下創造新義務或對現有義務進行重大修改，除非交易對手已同意暫時擱置其提早終止和結算終結的權利（“英國擱置規則”）。

SCB is obliged to ensure that certain contracts governed by the law of a jurisdiction outside the United Kingdom (“non-UK law contracts”) include a contractual clause recognising the exercise of UK Bail-in Powers and / or the UK Stays Rule and that its clients or counterparties recognise and agree to be bound by such. To comply with this requirement, non-UK law contracts entered into between SCB and you must be amended as set out below.

渣打銀行有義務確保某些適用英國以外管轄區的法律的合約（“非英國法合約”）需包含合約條款以認同英國內部財務重整權力和/或英國擱置規則，並其客戶或交易對手認同及同意受其所限。為遵守此要求，貴戶與渣打銀行所定立的非英國法合約需作以下修改。

## Amendment

- Where you have a relationship with an SCB branch in Australia, Brunei, Iraq, Japan, Labuan, Philippines, Sri Lanka or United States of America:

*You acknowledge and accept (notwithstanding any other agreements, arrangements or understandings) that, in relation to any agreement entered into between SCB and you from time to time: (i) any liability, save for Excluded Liabilities, of SCB to you under any such agreement may be written down in full or in part (including reduced to zero), converted in full or in part into other obligations, shares or other instruments of ownership in SCB or another entity, and / or amended or modified (including amendments to amounts due or the dates on which any payments are due, or any other amendment to any contracts with SCB) by the Bank of England (or any other relevant UK resolution authority) under the UK Banking Act; (ii) you are bound by the exercise and effect of the UK Bail-in Powers; and (iii) in respect of any derivative, repo, securities financing and similar transactions with us, you are bound by the exercise and effect of the UK Stays Rule.*

- Where you have a relationship with an SCB branch in Bahrain, Bangladesh, Egypt, India, Indonesia, Jordan, Macau, Oman, Qatar, Saudi Arabia, South Africa, United Arab Emirates or UAE (Dubai International Finance Centre):

*You acknowledge and accept (notwithstanding any other agreements, arrangements or understandings) that, in relation to any agreement entered into between SCB and you from time to time in respect of any derivative, repo, securities financing and similar transactions with us, you are bound by the exercise and effect of the UK Stays Rule.*

## 修改

- 當 貴戶與渣打銀行位於澳大利亞、文萊、伊拉克、日本、納閩、菲律賓、斯里蘭卡或美國的分行有關係：

貴戶確認並接受（儘管有任何其他協議、安排或諒解），就著渣打銀行與 貴戶不時訂立的協議：（i）渣打銀行在任何此等協議下所欠 貴戶的任何負債，除外負債以外，可被英倫銀行（或其他相關英國處置機關）根據英國銀行法全部或部分減記（包括減到為零），全部或部分轉換為其他義務、渣打銀行或另一實體的股份或其他擁有權工具，和/或修改（包括對所欠金額或欠款到期日，或任何其他對與渣打銀行簽訂的合約的修改）；（ii）貴戶受限於英國內部財務重整權力的執行及效果；及（iii）就任何衍生品、回購、證券融資和類似交易所訂立的任何協議，貴戶受限於英國擱置規則的執行及效果。

- 當 貴戶與渣打銀行位於巴林、孟加拉國、埃及、印度、印度尼西亞、約旦、澳門、阿曼、卡塔爾、沙特阿拉伯、南非、阿拉伯聯合酋長國或阿聯酋（迪拜國際金融中心）的分行有關係：

貴戶確認並接受（儘管有任何其他協議、安排或諒解），就著渣打銀行與 貴戶就任何衍生品、回購、證券融資和類似交易所訂立的任何協議，貴戶受限於英國擱置規則的執行及效果。