

## 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, 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.

"Data Subject" means an individual whose Personal Data we receive in the course of our banking relationship with you, including your direct and indirect

## 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,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任一其他子公司,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。

「資料當事人」指本行與貴戶的銀行往來中,所取得個人資料的自然人,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。

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.

「**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、監管關係有嚴重之影響，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。

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 continuing our relationship with you, it will cause us to

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。

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.

## 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。

By: \_\_\_\_\_

(Authorized Signature/Seal / 授權簽名/印鑑)

Name /姓名:

Title /職稱:

Address /地址: