

Customer Terms

For Standard Chartered Securities (B) Sdn Bhd

www.sc.com/bn

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Important notice

You need to read this document.

It sets out the general terms and conditions of our securities brokerage and electronic transaction relationship with you. These terms and conditions apply to each *product* and all services including the *electronic transaction services* we agree to provide to you from time to time. They apply in addition to other documents including the *product terms* and the *tariff booklet* but they do not apply to any existing facility, product or service we provide to you to the extent that they are subject to separate terms and conditions.

Key words

The meaning of key words printed *like this* and other words used in our securities brokerage agreement (electronic or otherwise) is explained at the end of these Customer Terms and at the end of the applicable *product terms*.

How to contact us

To discuss any aspect of our relationship please contact us at one of our branches, by using phone securities brokerage 2658000 or by visiting our website www.sc.com/bn.

Standard Chartered is committed to complying with economic sanctions that are imposed by relevant regulatory authorities. As such, we do not allow our *products* and services to be used directly or indirectly in countries that are subject to such sanctions. Please note that you will not be able to contact us via phone securities brokerage, facsimile transmission, or emails, or access our website, and will not be able to provide you with financial services if you are in these countries.

Inherent risks

You acknowledge that there are inherent risks in conducting transactions over the internet or electronic networks and you have voluntarily assumed those risks.

Part A - Our securities brokerage relationship

1 The terms of our relationship

- 1.1 We have a range of *products* designed to suit your securities brokerage needs, some of which may be accessed through our *electronic transaction services*. The specific features of our *products* are available on request. Some *products* may not be available to you depending on your location. Depending on your location, some *products* may not be accessible through our *electronic transaction services*. Your electronic access to such *products* may be withdrawn, amended, terminated or suspended at any time without notice.
- 1.2 If you want to access or use a *product* in any manner including electronically, you need to complete an *application* to ask us to approve your use of it. Different eligibility criteria may apply to different *products*. These may include minimum or maximum age or deposit amounts. Fees, commissions or other charges may apply for such access or use. We may refuse an *application* for any reason. Unless required by law, we do not need to give you a reason. You may contact your branch should you require further details about our *products* or our *electronic transaction services*.
- 1.3 Our *electronic transaction services* are available to you only after we have approved it for your use.
- 1.4 If we agree to provide a *product* to you and allow you to access or use a *product* through our *electronic transaction services*, the terms on which you may use the *product* are called our “securities brokerage agreement”. This is made up of the following documents for the *product*:
- the *investment services action form*;
 - any *letter of offer*;
 - these Customer Terms;
 - the *product terms*;
 - our *approval*;
 - the *tariff booklet*;
 - any guidelines we issue in connection with use of the *product* (including guidelines for use of *electronic transaction services*);
 - any other terms and conditions that form part of our securities brokerage agreement as varied or replaced.

A separate securities brokerage agreement is entered into each time you and we agree that you may use a *product*. For example, if you accept a *letter of offer* for more than one *product*, a separate “securities brokerage agreement” is established at that time for each *product* on the terms set out, or referred to, in the *letter of offer*.

The terms of our securities brokerage agreement apply to each access or use of the *product*, including any access or use of the *product* through our *electronic transaction services*, by you or any *authorised person*. If you or an *authorised person* does not agree with the terms of our securities brokerage agreement, you or they should not carry out the transaction or access any *account*. You are responsible for ensuring that each *authorised person* complies with our securities brokerage agreement and for anything an *authorised person* does in connection with our securities brokerage agreement. You must ensure that each *authorised person* is given a copy of the terms that apply to any *product* they use and this Customer Terms.

- 1.5 If you are not a resident of Brunei Darussalam, additional terms and conditions may apply as notified by us at any time.
- 1.6 Transactions with any of our offices or group of companies outside Brunei Darussalam are not protected by Brunei Darussalam laws.
- 1.7 A reference to “terms and conditions” in forms, statements, brochures and other documents we provide is a reference to the relevant terms contained in our securities brokerage agreement. These Customer Terms replaces all earlier general terms and conditions relating to securities brokerage services except where we advise you otherwise.
- 1.8 If there is any inconsistency between:
- the *application* and any other terms of our securities brokerage agreement, the other terms prevail; and
 - these Customer Terms and any specific terms (such as the *product terms* or any *letter of offer*), the specific terms prevail; and
 - the English version of our securities brokerage agreement and any translation, the English version prevails.

2 Pre-conditions to use of any product

We need not provide any funds to you or otherwise allow you to access or use a *product* or our *electronic transaction services* if:

- we consider there may be a *default*;
- you have not satisfied any pre-condition to use set out in our *approval*, our *letter of offer*, the applicable *product terms*, elsewhere in our securities brokerage agreement or as we notify you at any time;
- you have not given us the *security* (if any) we require in addition to the *security* set out in Part H (Security);

- we consider that you or any *security provider* may not be able to satisfy your obligations to us under our securities brokerage agreement or any *security*. We may determine this is the case if, for example, there has been a change in your or a *security provider's* financial position since the date of your *application*;
- we advise you that funds can only be provided or the *product* can only be used during a specified period (called the availability period), and that period has expired;
- your request for funds exceeds the applicable limit;
- it is illegal in your country to use encryption devices or software to secure communications over the internet;
- you trade in rough diamonds;
- you have not provided us with all other documents and information we reasonably request;
- you or any *security provider* give us any incorrect, incomplete or misleading information or make an incorrect or misleading representation or warranty.

In addition, for some *products* we need not provide funds to you or otherwise allow you to use the *product* in any manner, including through our *electronic transaction services*, if we decide not to do so (see the applicable *product terms*).

3 Review

We may review the terms of our securities brokerage agreement (including the *product terms* and your conduct under our securities brokerage agreement) annually or at any time. Even if there is no *default*, we may (subject to applicable law), at any time:

- terminate or cancel our securities brokerage agreement;
- vary any limit or interest rate applying to the *product* or vary the term of the *product*;
- require additional *security*;
- otherwise vary the terms of our securities brokerage agreement.

If we vary these Customer Terms, we will post the amended terms at www.sc.com/bn. You should check the foregoing website frequently. Once posted, we will treat your subsequent use of our services and products as your acceptance of the variation.

Part B - Operating accounts

4 Authority

Account operating authority

- 4.1 When you apply for a *product*, you must give us account operating authority details:
- for all *authorised persons*; and
 - for joint *accounts*, the method of operation (either, any one accountholder to give instructions or all accountholders to give instructions jointly). If no method of operation is specified, any one accountholder may operate the account.
- If on a joint *account* you require more than one accountholder to sign, then you may view (but not give instructions on) the *account* using an *electronic transaction service* if each relevant accountholder approves the relevant access.
- 4.2 We act on the account operating authority until you vary (by removing or adding *authorised persons*) or cancel it. If you want to vary the account operating authority by changing either the *authorised persons* or the method of operation, or cancel the account operating authority, you must give us instructions in writing. On receipt of the instructions, we vary or cancel the account operating authority. The variation or cancellation becomes effective within seven banking days after we accept your instructions. We may continue to act on the existing account operating authority until the variation or cancellation becomes effective.
- 4.3 We rely on any instructions given by an *authorised person* in accordance with the account operating authority.
- 4.4 An *authorised person* must use the same signature for all *products* as used on the account operating authority.

Scope of account operating authority

- 4.5 Except to the extent you may limit the authority of an *authorised person*, each *authorised person* may act on the *account*. Depending on the *product*, an *authorised person* may:
- give and cancel authorities in our usual form for periodical payments;
 - access and operate the *account* using an *electronic transaction service* in accordance with our securities brokerage agreement;
 - obtain statements of *account* and any information required concerning the *accounts* generally; and
 - elect on your behalf to receive eStatements and notices electronically (instead of by mail), and cancel that election.

Conducting an account in joint names

- 4.6 Unless otherwise agreed with us when a joint *account* is opened:
- operations on the *account* are governed by the account operating authority;
 - we need not enquire into the circumstances of any instructions any of you may give in connection with the conduct of the *account*;
 - we are authorised to accept for credit of the joint *account*, any cheque or other instrument payable to one or more of you;
 - each of you is liable to us jointly and separately for the *balance owing* (including if we permit an overdrawing);
 - if the account operating authority is “single signing authority” and any one accountholder instructs us to stop accepting instructions from any other accountholder, or different accountholders give us conflicting instructions, we may suspend the operations on the *account* until we receive confirmation from all accountholders;
 - if the account operating authority is “single signing authority” and we are notified that an accountholder becomes *insolvent* or incapacitated, we may suspend operation of the *account* until we are satisfied that all other accountholders are aware of the circumstances and the legal representatives of the affected accountholder has provided us with the information we require to resume operations on the *account*;
 - if the account operating authority is “both/all to sign” and we are notified that an accountholder becomes *insolvent* or incapacitated, we accept instructions only from the affected accountholder’s legal representative and all other accountholders; and
 - if one of you dies, the surviving accountholder may give instructions and obtains title to the *account*.
- 4.7 If one joint accountholder dies, the obligations of the surviving accountholder and our rights (including set off) under our securities brokerage agreement are not affected.

5 Instructions

Authorisation

- 5.1 You authorise us to act on instructions from you or any *authorised person* (including any instructions we believe to have been given by you or an *authorised person*). You acknowledge that for *electronic transaction services*, we may require use of a *security code* and use of a *security code* is evidence that the instruction is

authorised by you or an *authorised person*. However, also see clause 13 (Liability for transactions).

- 5.2 You agree that the use of *security codes* is adequate identification of you. We are entitled to act on instructions (provided using the *security codes*) without obtaining any further written or other confirmation from you. You agree that we will not be liable for taking such action unless you had notified us before such unauthorised instructions were given to us that your *security codes* are or might be known to someone else.

Form of instructions

- 5.3 Instructions must be given in writing. However, we may accept instructions by telephone, fax or through any *electronic transaction service* if you produce any documents we require.

You are responsible for ensuring the timeliness, accuracy, adequacy and completeness of all instructions given by you. We will not be liable for any *loss* or damage as a result of:

- your instructions to pay or transfer funds being late, inaccurate, inadequate or incomplete; or
- any third party refusing or delaying to pay or transfer the funds to the account of the intended payee.

- 5.4 You acknowledge that email is not a completely reliable or secure method of communication. You must not use it to send us:

- notices in connection with any of our securities brokerage agreements; or
- sensitive communications, such as payment instructions. Payment instructions should be sent through the *electronic transaction service* connected to your *account*.

- 5.5 You acknowledge that all instructions given (and our records of those instructions) in electronic form are original documents in writing. You agree not to challenge their validity, admissibility or enforceability on the basis they are in electronic form.

- 5.6 You must ensure your *account* has sufficient funds for the purposes of giving instructions to us.

- 5.7 All instructions cannot be reversed and are binding on you.

- 5.8 When we receive a transaction instruction from you, we will debit any payment plus any charges payable for the transaction from your *account*.

- 5.9 Contact us if you need to confirm that an instruction has reached us and that it will be carried out by a particular time.

- 5.10 We will be deemed to have received or executed your instruction only when you have received our confirmation that we have received or executed such instructions.

How we may act

- 5.11 We may:

- act on incomplete or unclear instructions if we reasonably believe we can correct the information without referring to you or an *authorised person*. Otherwise, we may refuse to act on incomplete or unclear instructions;
- act on instructions which conflict with each other and determine the order of acting if multiple instructions are received;
- specify conditions on which we accept any instructions;
- verify any instruction we receive by contacting you;
- require written confirmation from you of a particular instruction;
- we may reverse any action taken on the basis of an instruction if our internal checks indicate that the instruction was not from you. We will not be responsible for any *loss* to you that results from such reversal;
- act in accordance with our usual business practice and procedure and we need only accept instructions if we consider it reasonable and practicable to do so. For example, we may refuse to act if an instruction may involve a breach of our policy, any security procedure or any law or requirement of any authority (including any economic and trade sanctions imposed by any regulator in any jurisdiction where we operate in or by any supranational organisation, official body including, but not limited to, Her Majesty's Treasury, the United Nations, the European Union or any country), result in an *account* being overdrawn, appears to conflict with another instruction from a joint accountholder, or if we genuinely believe or suspect the instruction is unauthorised.

- 5.12 We will not execute your instructions, and will not be responsible for any *loss* resulting from such non-execution, if on the stipulated date of execution:

- there are insufficient funds in your *account* to execute your instructions; or
- your *account* does not contain sufficient funds to pay any charges, fees, interest or other sums that may be payable by you to us;
- you did not correctly use the *electronic transaction services*;
- *circumstances beyond our control* prevent your instructions from being carried out despite reasonable precautions taken by us;

- the funds you instruct us to transfer or pay exceeds your personalised daily transfer limit or the category limit imposed on your *account*, whichever is lower;
- your *account* or any funds in your *account* have been put on hold;
- an order of court or any applicable law prohibits us from carrying out your instructions;
- our policy, security procedure or requirement of any authority (including any economic and trade sanctions imposed by any regulator in any jurisdiction where we operate in or by any supranational organisation, official body including, but not limited to, Her Majesty's Treasury, the United Nations, the European Union or any country) prohibits us from carrying out your instructions; or
- your *account* is closed, frozen or inaccessible for any reason.

5.13 We may impose a service charge on unsuccessful *applications* to transfer funds or pay bills in the event this is due to the circumstances set out in the first 2 sub-points of clause 5.11 above. You will also be responsible for any charges imposed, or any other action taken, by a receiving bank or payee or an intended receiving bank or payee if any of the circumstances in clause 5.11 apply.

Payment instructions

5.14 You authorise us to act as the instructing financial institution to send your payment instructions (for example a cheque, traveller's cheque, money order or other similar instrument). You also authorise us or any third party who receives the payment instructions to act on them as if you had sent the payment instructions directly to them.

Inability to process

5.15 If we cannot process your instructions, we will, where possible, attempt to notify you of this.

Timing

5.16 If we receive an instruction on a non-banking day or after our "cut-off time" for a *product*, we may treat it as having been received on the next banking day.

Stopping or reversing a transaction

5.17 If we are instructed in writing to stop or reverse a transaction, we will attempt to do so. However, we are not liable for any *loss* you incur if we cannot do so. You will pay us for any *costs* we may incur in trying to stop or reverse a transaction.

Risks

5.18 You acknowledge and accept the risks of giving instructions by telephone, fax or through any *electronic transaction service* (including the risk of technical malfunction in your or our *electronic equipment*, the risk of any instructions being

unauthorised or given by an unauthorised person, the risk that we may process instructions twice if you send the same instructions to us in different forms and the risk that any information sent by *electronic transaction services* cannot be guaranteed to be secure or free from virus, delay or any other third party attacks. In particular, we will not be responsible for wrongful instructions caused by malware in your computer or device; or man-in-the-middle attacks.).

Instructions from us

5.19 You and each *authorised person* must follow our instructions in connection with accessing or using a *product* and comply with all applicable laws.

6 Notices and communications

Contact information

6.1 You must give us in writing your address, telephone, fax number, email address and mobile phone number for receipt of notices and other communications in connection with our securities brokerage agreement. If these details change you must give us reasonable advance notice in writing before the change has taken place. If you intend to live outside Brunei Darussalam you must immediately notify us.

Form of notices and communications

6.2 Unless otherwise provided in our securities brokerage agreement, notices and communications shall be sent to the address, telephone number, fax number, email address or mobile phone number last notified. You authorise us to send notices and communications to you in connection with our securities brokerage agreement electronically including by fax, email, *SMS* or via the *online securities brokerage* inbox.

6.3 In some cases, our notices and communications may be made as public announcements in daily newspapers, posted at any of our branches, *our ATMs* or on our website.

When notices and communications to you are effective

- 6.4 Unless otherwise provided in our securities brokerage agreement, our notices and communications to you are effective:
- if sent by fax, at the time shown on the transmission report as being successfully sent;
 - if delivered personally, at the time of delivery;
 - if sent by post within Brunei Darussalam, five banking days after posting;
 - if sent by post outside Brunei Darussalam, seven banking days after posting;
 - if sent by email or *SMS*, four hours after we send it unless we receive a delivery failure receipt;

- if delivered via the *online securities brokerage* inbox, 24 hours after we send it; and
- if published in daily newspapers, posted at any of our branches, our *ATMs* or on our website, at the time of publication or posting.

When notices and communications to us are effective

- 6.5 Your notices and communications are effective when we actually receive them in legible form and only if they are expressly marked for the attention of the department or officer identified by us (or any substitute department or officer as we notify you).
- 6.6 You should give us any other formal notice in connection with the *electronic transaction services* in writing to any of our branches in the country where you maintain an *account*.

Recording of telephone conversations

- 6.7 Subject to any applicable law, you consent to us recording our telephone conversations with you or an *authorised person* (and you confirm you are authorised to provide consent on behalf of the *authorised person*). We may inform that person when we do. We may use the recorded conversations or transcripts in any dispute in connection with our securities brokerage agreement.

Digital signatures

- 6.8 Instructions and communications digitally signed and supported by a digital certificate have the same validity, admissibility and enforceability as if signed in writing.
- 6.9 Any notice or communication that is digitally signed must comply with any applicable law.

Electronic contracts

- 6.10 You are satisfied that electronically executed contracts are enforceable despite the legal risks associated with them.
- 6.11 You must not dispute the contents of any notice or communication (including any *application*) sent to us using *electronic equipment*.

Notices and communications to joint accountholders

- 6.12 If you are joint accountholders, notices and communications (including notices of any variation to our securities brokerage agreement and any statements (including any *consolidated statements*) sent to the address you have notified us as the address for receipt of notices and other communications in connection with our securities brokerage agreement are taken to be given to all of you.
- 6.13 All communications, including communications through the *electronic transaction services*, which meet our internal requirements shall be deemed to be valid, accurate and authentic.

Phone securities brokerage

- 6.14 When using phone securities brokerage, if you ask and we quote any exchange rate or interest rate to you, the rates are for your reference only and are not binding on us unless we later confirm the rates in writing.
- 6.15 You must ensure your *account* has sufficient funds for the purposes of giving instructions using phone securities brokerage.

Part C - Electronic transaction

7 What is electronic transaction?

Overview

- 7.1 *Electronic transaction services* are a range of securities brokerage and other services or facilities that use *electronic equipment* and include:
- *online securities brokerage*
 - *SMS securities brokerage*
 - *electronic alert*
 - *mobile securities brokerage*
 - *phone securities brokerage*
 - *eStatements*
 - other e-commerce or value added services.

Please contact us for details of the *electronic transaction services* available to you.

Using electronic equipment

- 7.2 When a transaction is made with *electronic equipment* using a *security code*, you authorise us to act on the instructions entered into that *electronic equipment*.

We treat use of a *security code* as evidence that you or an *authorised person* issued the instructions.

Problems with instructions

- 7.3 If it is not possible to direct an *electronic transaction service* to a specified *account* in accordance with the instructions you or an *authorised person* gives through the *electronic equipment*, we may direct it to any *account* that is linked to a *security code*.

8 Using electronic transaction services

Availability

- 8.1 *Electronic transaction services*, and certain facilities under the *electronic transaction services*, may be available only for certain types of *accounts* or *products* and not others. You accept that there are certain facilities and services that cannot be accessed through our *electronic transaction services*.

Eligibility

- 8.2 You and each *authorised person* must be at least 18 years of age to use *electronic transaction services*. However, if we permit you or an *authorised person* to use *electronic transaction services* even though you or they are below 18 years of age, this does not affect our rights under our securities brokerage agreement.

Preconditions to use

- 8.3 We only make an *electronic transaction service* available if:
- you are recorded as the legal and beneficial owner of an *account* and use of the *electronic transaction service* for such *account* is acceptable to us;
 - you have registered our *electronic transaction service*. Contact us to arrange this; and
 - you and each *authorised person* has complied with the activation procedures we specify.

Guidelines

- 8.4 If we issue any guidelines in connection with the use of any *electronic transaction services*, the guidelines must be followed whenever anyone accesses or uses the *electronic transaction service*. We are not liable for any *loss* you incur as a result of any failure to do so.

Limits

- 8.5 *Electronic transaction services* may be limited to specific amounts set by law or by us or by the owner or operator of the *electronic equipment*. For example, there are maximum and minimum daily withdrawal amounts that may vary.

Application of terms

- 8.6 These terms apply to your use of an *electronic transaction service* whenever you subscribe for the *electronic transaction service* even if you subscribe after you begin to use a *product*.

Joint accounts

- 8.7 If the operating authority for a joint *account* is "single signing authority", you agree that:
- all joint accountholders may operate the *account* using the *electronic transaction services* in accordance with these Customer Terms (even if you are not registered to use the *electronic transaction services*); and
 - any single joint accountholder may validly give instructions by the *electronic transaction services* in connection with the joint *account*.

Operating times and availability

- 8.8 The *electronic transaction services* are usually available for use during normal operating hours or at the times set out in any applicable guidelines or otherwise notified to you. However, routine maintenance requirements, excess demand on the systems and *circumstances beyond our control* may mean it is not always possible for the *electronic transaction services* to be available during all normal operating hours, which you accept.
- 8.9 The availability and proper functioning of *electronic transaction services* depends on

many variable circumstances, including location, mobile network and internet availability, signal strength, and proper functioning of hardware, software, your mobile network operator, mobile phone and computer.

Software compatibility

- 8.10 When you use our *electronic transaction services* we may provide *your system* with *electronic transaction software* which may be needed for you to operate such *electronic transaction services*. Alternatively, the *electronic transaction software* may be supplied to you in some other way. It is your responsibility to ensure that the *electronic transaction software*, if supplied to you, is compatible with *your system*. We shall not be responsible for any *loss* or damage you suffer as a result of any incompatibility between the *electronic transaction software* and *your system*.

Ownership rights in connection with the *electronic transaction software* and other information

- 8.11 If supplied, you will have a non-exclusive, non-transferable, temporary licence to use the *electronic transaction software* only for the purpose of accessing the *electronic transaction services*. The *electronic transaction software* contains valuable information that belongs to us or others. You must not transfer, modify or tamper in any way with the *electronic transaction software*.
- 8.12 You are responsible for complying with the local laws of the country from which you use the *electronic transaction software*.

Access

- 8.13 When you use *electronic transaction services* you must:
- not access the *electronic transaction services* using any *electronic equipment* not owned by you or which you are not licensed or authorised to use; and
 - take all reasonably practical measures to ensure that any *electronic equipment* from which you access the *electronic transaction services* is free of and adequately protected against any computer virus or other malicious software.
 - As the *electronic transaction services* can be accessed through the internet, other communication channels or, as the case may be, public systems over which we have no control, we will not be responsible for any *loss* or damage suffered by you or them as a result of any computer viruses, Trojan horses, worms, software bombs, malware or similar processes arising from your use of the *electronic transaction services* through the internet or those other communication channels or public systems.

8.14

Information provided at ATMs not conclusive

- 8.15 Information provided at *ATMs* in connection with your *account* (such as your credit or debit balance) may not reflect the *balance owing* at that time.

Electronic alerts

- 8.16 The *electronic alerts* available are:

| Alert type | Description |
|------------------------------------|---|
| SMS alerts - automatic alerts | No prior subscription required. |
| SMS alerts - subscriber alerts | You must subscribe and select the types of <i>SMS alerts</i> which you wish to receive. |
| Email alerts - automatic alerts | No prior subscription required. |
| Email alerts - subscription alerts | You must subscribe and select the types of email alerts which you wish to receive. |

- 8.17 We may vary the types of *electronic alerts* available without notice to you. They are sent only when available and practicable.
- 8.18 We will send the *electronic alerts* to either your *mobile phone number* or an email address you provide.
- 8.19 To receive *electronic alerts* you will need to select and set the *preferences* by logging into your *online securities brokerage account* or by submitting an *application* in the prescribed format.

Suspension

- 8.20 We may suspend any *electronic transaction service* temporarily at any time for maintenance and upgrading of services.

Fees and charges

- 8.21 We may charge you fees and charges for the *electronic transaction services*. We can change these fees and charges by giving you notice. If we give you such a notice, you will not have to pay any proposed increase as long as you cancel your use of the *electronic transaction service* during the notice period stipulated by us. However, your continued use of the *electronic transaction service* after the notice period shall be conclusively deemed to be your acceptance of such changed fees and charges.
- 8.22 In addition to any fees and *costs* you must pay us, you must pay any fees or charges imposed by the provider of the *electronic equipment* and your telecommunications provider for using the *electronic transaction services*.

Variations

- 8.23 We may at any time:
- vary the way any *electronic transaction service* operates; or
 - add to, remove or otherwise vary, end or suspend any of the facilities available under any *electronic transaction service*.

- 8.24 You and each *authorised person* are taken to be bound by any variation to the operation of an *electronic transaction service* if you or they continue to access the *electronic transaction service* after we notify you of the variation.

Ownership of software

- 8.25 If we allow you to use any *electronic transaction service software*, we grant you a non-exclusive licence to use the *electronic transaction service software* only for the purpose of accessing *electronic transaction services*. The *electronic transaction service software* is valuable property which belongs to us or others.
- 8.26 You must not:
- take copies, sell, assign, transfer or otherwise deal with the *electronic transaction service software* or your licence to use it; or
 - attempt to decompile, reverse engineer, input or compile any of the *electronic transaction service software*.
- 8.27 If you access *electronic transaction services* in a country other than Brunei Darussalam, you must comply with the laws of the other country including obtaining any licence you need to take the *electronic transaction service software* into or out of the country.

9 Mobile and SMS securities brokerage

- 9.1 We may restrict access to *mobile securities brokerage* and *SMS securities brokerage*. For example, for some *products* we may not offer it to accountholders who are minors or joint accountholders.
- 9.2 *Mobile securities brokerage* and *SMS securities brokerage* are only available for mobile phones and similar devices with data connections which meet the specifications and configurations we specify. You must obtain and maintain a mobile phone and data connection which meet these requirements at your own expense.
- 9.3 You may have to apply to us for use of *mobile securities brokerage* or *SMS securities brokerage* by *online securities brokerage* or by any other method as stipulated by us.
- 9.4 We may take up a maximum of 7 banking days from the date of receipt of your *application* to activate *mobile securities brokerage* and *SMS securities brokerage*.
- 9.5 Any transaction made through your *mobile securities brokerage user ID* shall be deemed to have originated from you if the correct login password was submitted.
- 9.6 The *mobile app* and the information or materials obtained via the *mobile app* and *mobile securities brokerage* are granted to you by us for your sole use on a non-exclusive and non-transferable basis.
- 9.7 *Mobile securities brokerage* and *SMS securities brokerage* are available to you only if you are within the cellular or mobile network service

range of the particular cellular or network service provider providing services to you. We are not responsible for your inability to use *mobile securities brokerage* and/or *SMS securities brokerage* if you are not within such network service range.

- 9.8 You agree to pay us and any third party telecommunication providers all applicable rates and charges related to your use of *mobile securities brokerage* or *SMS securities brokerage*, and we shall debit from your *account* any unpaid rates and charges.
- 9.9 We may change the layout, form and wording of any of our *mobile apps* or screens and in particular, those on which our *mobile securities brokerage* is provided.

Setting preferences and receiving alerts

- 9.10 We may not give effect to any *preferences* if we have reason to suspect that the *preferences* are not genuine, are improper or unclear.
- 9.11 Your *mobile phone number* and email account must be active and accessible to receive *electronic alerts*. You acknowledge that if your *mobile phone number* or email account remains inaccessible for a continuous period, you may not receive *electronic alerts* sent during such period.

Mobile and *SMS securities brokerage* are dependent on the infrastructure, connectivity and services provided by service providers engaged by us or you. You therefore accept that timeliness, accuracy, and/or readability of *electronic alerts* will depend in part on these third party service providers. We are not responsible for non-delivery or delayed delivery, error, *loss* or distortion in transmission of *electronic alerts* if this is due to the fault of such service providers.

10 eStatements

- 10.1 You may elect to receive *eStatements* by one of the following methods:

| Method | Description |
|--------------------------------------|---|
| Email, online or in your application | Your <i>eStatement</i> is sent by email to your email address (last notified). Your <i>eStatement</i> will also be available by <i>online securities brokerage</i> . |
| Online only | An "eStatement Notification" message is sent to your email address (last notified) to advise you that your <i>eStatement</i> is available. You may then access and/or download your <i>eStatement</i> by <i>online securities brokerage</i> . |

You may switch the manner in which you receive *eStatements* by contacting us.

- 10.2 Despite the features or options offered at the time you first register to receive *eStatements*, we may stop issuing paper printouts of your statements at any time. However, if you ask, we agree to give paper printouts on the basis that you pay the applicable fee (see the *tariff booklet* or contact us).

- 10.3 You are taken to receive each *eStatement* within 24 hours of the *eStatement* or *eStatement* notification being sent by us.
- 10.4 You must use only software compatible with the *eStatement* service to access the *eStatement*.

11 Other services and programmes

- 11.1 We are not responsible for any services that are not controlled by us, whether such services are available electronically or otherwise and we are not liable for any *loss* you incur in connection with that service. You are responsible for complying with all the terms and conditions of
-

using that service and paying all the costs in connection with it.

- 11.2 We may offer incentive programmes or value added services in connection with our services. These may be provided by us or a third party. We may vary or withdraw the programmes or services at any time. We do not guarantee or warrant their quality and, if they are provided by a third party, they are provided on the terms offered by the third party (including the third party's privacy policies). Please contact us if you want to find out more information about the terms of the programmes or services.

Part D - Security procedures and liability

12 Security procedures

Security procedures for securities brokerage services are very important. You must comply with (and ensure each *authorised person* complies with) all security procedures set out in our securities brokerage agreement.

Issue and cancellation of security codes

- 12.1 We may issue (or in some cases, allow you to select) *security codes* to enable you to communicate with us or to give us instructions by *electronic equipment*.
- 12.2 If you want any other person to be able to give us instructions by *electronic equipment* we can issue them with *security codes*, but you must ask us to do so in writing.
- 12.3 When you use certain *products*, we will issue you with *security codes* and may also require you to obtain from us and use a *one time password* for additional security authentication.
- 12.4 If you lose a *security code*, it stops working or it is disclosed to a person other than an *authorised person*, we may issue you with a new one if you ask us in writing. We may suspend your use of a *product* which requires a *security code* until the new *security code* is issued.
- 12.5 You are responsible for the *security codes* once we send them to you (or the *authorised person*) even if any other person receives or uses them.
- 12.6 You must instruct us in writing if you want to cancel a *security code* issued to you or an *authorised person*.
- 12.7 We may cancel a *security code* without notice.
- 12.8 We are not responsible for any services that are not controlled by us, by or from which you or an *authorised person* obtains any *security codes*, and we are not liable for any *loss* you incur in connection with that service. You are responsible for complying with all the terms and conditions of using that service and paying all the *costs* in connection with it.

Protecting security codes

- 12.9 You and each *authorised person* must take all necessary steps to prevent unauthorised or fraudulent use of your or their *security codes*.
- 12.10 You must comply with our security guidelines and advice that are provided by us to you.
- 12.11 For example, you and each *authorised person* must:
 - memorise a *security code* and destroy *security code* notifications as soon as possible after receiving or selecting the *security code*;

- not record any *security code* (except where it is disguised in a way that others are not able to decipher it);
- when selecting a *security code*, not select an obvious word or number or one that can be easily guessed by someone else (such as a date of birth, middle name, family member's name or telephone number);
- not voluntarily tell anyone their *security code* or let anyone find out their *security code* – not even family or friends, a joint account holder with you, a member of our staff, or someone giving assistance on a technical helpdesk in connection with any services;
- not record a *security code* (disguised or not) on *electronic equipment* or on a physical device that is a *security code* or computer;
- change *security code* regularly or, at a minimum, whenever we or our systems require you or the *authorised person* to do so;
- not select a *security code* used before;
- not voluntarily give their *security code* to any other person;
- if you or they use *SMS securities brokerage*, do not leave the mobile phone unattended or give any person access to the mobile phone in a way that allows access *SMS securities brokerage* through the mobile phone.

- 12.12 Neither you nor an *authorised person* may keep records (disguised or not) of a *security code* near records of an *account* (such as an *account number*) or other *security code* device. For example:

Never keep *security code* records together with *account records*, cards or mobile phones etc

in a briefcase, bag, wallet or purse (even if in different compartments);

in a car (even if in different areas of the car);

at home in the one item of furniture, even if in different compartments (for example, different drawers of the same bedroom dresser).

in a situation where, if a thief finds a *card*, mobile phone or other physical device to access *electronic equipment* they also find the record of the *security code*.

Loss, theft or misuse of security codes

- 12.13 You and each *authorised person* must notify us by phone as soon as you or they:
 - become aware that your or their *security code* may have been lost or stolen; or

- suspect that someone knows your or their or any other *authorised person's PIN/password*; or
- suspect or become aware that there has been unauthorised access to an *account* or use of a *security code*; or
- become aware that your or their computer or mobile phone which you or they use to access any *electronic transaction services* may have been lost or stolen; or
- become aware that your or their mobile number has changed,

otherwise you may be liable for any *loss* incurred. If your *card* has been lost or stolen, you must notify the police and give us a copy of the police report if we ask.

- 12.14 You must provide us with any relevant information and give us reasonable assistance in recovering a lost or stolen *security code*.
- 12.15 You are liable for any unauthorised transactions that occur on the *account* linked to a lost, stolen or misused *security code* until you have notified us in writing. Our decision in relation to a breach of the security procedures or where a *security code* has been lost or stolen is final and binding on you.

Loss, theft or misuse of security tokens

- 12.16 You must prevent any unauthorised use or access of the *security token* issued by us to you
- 12.17 If you discover or suspect that the *security token* has been lost, stolen, misused or tampered with, you must immediately notify us. We will deactivate the *security token* and dispatch a replacement *security token* to you.
- 12.18 You are liable for any unauthorised transactions that occur on the *account* linked to a lost, stolen or misused *security token* until you have notified us in writing unless there was a delay due to our communication channels being unavailable.
- 12.19 Our decision in relation to a lost or stolen *security token* is final and binding on you.

Responsibility for loss of security codes/security token(s)

- 12.20 You are responsible for and accept all risks associated with the delivery by us to you of the *security codes* and *security token(s)* from the time we transfer these items to you.
- 12.21 It is your responsibility to prevent any disclosure and/or unauthorised use of the *security codes* and/or *security token(s)*. Any individual who uses such *security codes* and/or *security token(s)* shall be taken to have been authorised by you. You agree not to hold us responsible in any way for *losses* you may suffer from your disclosure, non-receipt or *loss of security codes* and/or *security token(s)* or the unauthorised use of the lost *security codes* by any party.
- 12.22 We may require you to pay any fees, charges and all other *costs* for the use and/or replacement of lost *security token(s)*.

- 12.23 We may terminate, suspend or cancel the use of the *security token(s)* without notifying you.

Precautions when using electronic transaction services

- 12.24 You and each *authorised person* must take the following precautions when using *electronic transaction services*.

Take the following precautions

Not allow anyone else to operate any *electronic transaction services* on your or their behalf without our consent.

Not leave *electronic equipment* unattended while you or they are on-line to any *electronic transaction service*. This applies whether *electronic equipment* is sourced independently of us or provided by us in our branches or other premises.

If you or they access any *electronic transaction service* from *electronic equipment* in one of our branches, you or they must ensure that you or they have logged out before leaving the branch.

Not access any *electronic transaction services* from any *electronic equipment* connected to a local area network (or LAN), such as an office environment, without first making sure that no one else is able to observe or copy your or their access or otherwise gain access to the *electronic transaction service* by the *electronic equipment*, network or environment.

Not allow anyone else to observe your or their *security code* when you or they enter it into any *electronic equipment*.

Requests for security code or account details

- 12.25 After you initially open an *account* or register for *electronic transaction services*, we will never contact you or an *authorised person*, or ask anyone to do so on our behalf, with a request to disclose the *account* details or *security code*. If you or an *authorised person* receive such a request from anyone (even if they are using our name and logo and appear to be genuine, you or they must not disclose the *account* details or *security code*. You or the *authorised person* must notify us as soon as possible.

Recovered security code

- 12.26 If you or an *authorised person* recovers a lost or stolen *security code*, you or they must return the *security code* to us without using or attempting to use it.

Consent to videoing

- 12.27 By using or accessing a *product* in any manner including through our *electronic transaction services* or by using the *security code*, you and each *authorised person* consents to us videotaping or recording you or them on camera at terminals or other facilities where you or they use or access the *product* or *security code*.

13 Liability for transactions

Your liability for transactions

You are liable for any *loss* incurred if you act fraudulently or due to your wilful misconduct.

13.1 You are liable for the following transactions that occur on an *account* linked to a *security code*:

- transactions carried out with your knowledge and consent;
- transactions carried out by an *authorised person*, unless you have told us to cancel that *authorised person's security code*, and if relevant, you have taken all reasonable steps to have any *security code* device issued by us, returned to us;
- transactions carried out by any other person using a *security code* (unless you have told us to cancel that *security code*, and if relevant, you have taken all reasonable steps to have any *security code* device issued by us returned to us). This includes where a transaction which is carried out by someone other than you or an *authorised person* with or without your knowledge and consent, and applies even if you have complied with our requirements regarding safeguarding *security codes*;
- transactions conducted using an *electronic transaction service* (other than by using a *credit card*) not authorised by you or an *authorised person* (for example, a transaction which is carried out by someone other than you or an *authorised person* without your knowledge and consent) if you or any other *authorised person* have acted fraudulently, acted with gross negligence such as failing to properly safeguard or prevent unauthorised access to a *security code*, or not notifying us if a *security code* is lost or stolen;
- transactions not conducted using a *card* or *electronic transaction service* where you or an *authorised person* breach our securities brokerage agreement or are negligent in any way; and
- any other transactions specified in the *product terms*.

Part E - Payments

14 Interest, fees and costs

You need to ensure you are aware of and understand the interest, fees and *costs* referred to in these Customer Terms and additional interest, fees and *costs* that may be payable by you in connection with our securities brokerage agreement. These are set out in the *tariff booklet* or are available by contacting us.

Our *tariff booklets* and *product brochures* are revised periodically and you must pay the interest, fees and *costs* applying at the relevant time.

Interest & fees

- 14.1 You must pay the interest, fees and *costs* applying to a *product* from time to time. Interest rates (including our base lending rates) and fees and *costs* are revised periodically. You can find out current rates and fees and *costs* by contacting us.

Service fees

- 14.2 Additional fees and *costs* may apply in the case of services provided in connection with a *product*. For example, the use of *electronic transaction services*, or for certain types of payments and deposits such as foreign currency deposits and telegraphic transfers (including fees charged by third party service providers).

Government charges

- 14.3 You must also pay us an amount equal to any government charges and duties (however described) on or in connection with our securities brokerage agreement. These are payable whether or not you are primarily liable for those charges and duties.

Withholding tax on interest earned

- 14.4 Interest earned by you for a *product* may be subject to withholding *tax* in accordance with applicable law.

Default interest

- 14.5 From the time any amount under our securities brokerage agreement is overdue for payment until it is paid, you must pay interest at the *default rate* on the overdue amount when we ask.

Calculation

- 14.6 Any interest or fee payable under our securities brokerage agreement accrues, and is calculated in accordance with our usual practice. If we agree to capitalise interest (or if default interest is charged under clause 14.5), we may add to the outstanding principal amount any interest under this clause which has not been paid. You are then liable for interest under this clause on the total amount.

No refund

- 14.7 You are not entitled to any refund of any interest, fee or *costs* you have paid or subsidy you have received including where you do not use a *product* or our securities brokerage agreement ends.

Costs on cancellation

- 14.8 If our securities brokerage agreement ends, you cancel any *product* before using it or you do not proceed to use a *product* within any period we specify in our securities brokerage agreement, we may require you to pay, interest, fees and *costs* incurred in connection with our securities brokerage agreement or the *product*. This includes any legal costs in connection with preparation of documents (such as *securities*) even if these documents have not been signed.

15 You indemnify us

- 15.1 You indemnify us against, and must pay us on demand for, any *loss* we reasonably incur in connection with:
- any *account*, the establishment and provision of any *product* or any other transaction contemplated by our securities brokerage agreement;
 - searches and enquiries we make in connection with you or a *security provider* (including checking for *insolvency*);
 - instructions you or an *authorised person* gives us (including those sent by *electronic equipment*);
 - any service provided by a third party including services arranged by a *card association*;
 - any *tax* payable by us on, or calculated by reference to, any amount paid or payable by you under our securities brokerage agreement (excluding any *tax* payable by us by reference to our net income);
 - us acting on, delaying or refusing to act on instructions from you or an *authorised person* or taking action against you or an *authorised person*;
 - a *default*;
 - any amount payable by you under our securities brokerage agreement being repaid, discharged or made payable before its due date (the *loss* we incur includes our *loss* in connection with unwinding, terminating or changing arrangements we have made to fund or maintain our funding of any *product*);
 - an increased cost in our funding in connection with a change in law;

- any person exercising, or not exercising, rights under our securities brokerage agreement or any *other arrangement with us* (including enforcement action and debt collection costs, such as valuation fees and auctioneer's charges),
- any breach or non-observance of any of our securities brokerage agreement by you or another other person with access to our services, including our *electronic transaction services*. You shall indemnify us for all losses, damages, costs or expenses (including legal and other professional advisors' fees) incurred by us in our enforcement against you of our securities brokerage agreement; or
- Any unauthorised, improper, erroneous, faulty, illegal or fraudulent use by you or any other persons with access to the securities brokerage services including *electronic transaction services*.

except to the extent the loss arises from our own negligence, fraud or wilful default.

- 15.2 If we ask, you must appear and defend at your own cost any action which may be brought against us in connection with our securities brokerage agreement.
- 15.3 You must sign any document we reasonably require to give further effect to this clause including in connection with instructions sent by *electronic equipment* or lost security codes, passbooks or cheque books.

16 Payments - generally

We (and each other member of the *Standard Chartered Group*) have rights to set off any amount we (or any other member of the *Standard Chartered Group*) owe you against any amount you owe us (or any other member of the *Standard Chartered Group*).

Payments in full

- 16.1 All payments you must make to us under our securities brokerage agreement must be received by us on the due date in full in immediately available funds in the currency we specify and without setoff, counterclaim or deduction or withholding (including on account of any tax) unless the deduction or withholding is required by law.

For example, the proceeds of cheques and other payment instruments only become available funds after clearance.

Withholding tax

- 16.2 If a law requires you to deduct any tax from a payment to us, you must increase the amount payable so that, after making the deduction, we receive the amount we would have received if no deduction had been required. You agree to deduct the amount for the tax, pay that amount to the relevant authority in accordance with applicable law and give us the original receipts.

Value added tax

- 16.3 All payments to be made by you in connection with our securities brokerage agreement are calculated without regard to any goods and services tax, consumption tax, value added tax or any tax of a similar nature. If any of these types of taxes is payable in connection with the payment, you must pay us an additional amount equal to the payment multiplied by the appropriate rate of tax. You must do so at the same time as making the payment.

Independent payment obligations

- 16.4 Your obligation to pay any amount under our securities brokerage agreement is separate from your obligation to pay under any other agreement with us or *product terms*.

Right of set off

- 16.5 We (and any other member of the *Standard Chartered Group*) may set off any amount we (or any other member of the *Standard Chartered Group*) owe you against any amount you owe us (or any other member of the *Standard Chartered Group*) (whether or not the obligation is matured or contingent). We (and each other member of the *Standard Chartered Group*) may also combine or consolidate all accounts. If we (or any other member of the *Standard Chartered Group*) combine accounts, any credit funds held by you in your accounts will be applied to adjust the amount owing by you in relation to your other accounts. We (and each other member of the *Standard Chartered Group*) may do so at any time (even if there is no default).
- 16.6 If you have a joint account, we (and each other member of the *Standard Chartered Group*) may set off any amount we (or any other member of the *Standard Chartered Group*) owe you against any amount owing to us (or any other member of the *Standard Chartered Group*) in any one accountholder's account.
- 16.7 For the purposes of clauses 16.5 and 16.6, each member of the *Standard Chartered Group* may make any necessary currency conversions at the rate they reasonably consider appropriate.

Banking days

- 16.8 Unless otherwise stated in the *product terms*, if an amount is due on a day which is not a banking day, you must pay it on or before the next following banking day unless that day falls in the next calendar month, in which case you must pay it to us on or before the preceding banking day.

Debiting accounts

- 16.9 We may debit (without notice to you) any interest, fees, costs or any other amount you owe us in connection with a *product* to the account for the *product*.

Insufficient funds

- 16.10 If you have insufficient funds in any account in respect of which we are entitled to debit amounts you owe us, yet we still decide to debit the account, our action does not constitute a

waiver or otherwise affect our rights under our securities brokerage agreement.

Automatic payment from account with another institution

16.11 If we require you to pay us an amount by automatic payment from an account with another financial institution you must:

- organise a payment arrangement with the other financial institution under which an amount equal to the amount, is debited from that account and deposited in your *nominated account* on each payment date and give us satisfactory evidence that this is in place; or
- provide us with any authority we require to enable us to debit the amount, to that account.

Authority to fill in cheques

16.12 If you provide us with any cheques, you irrevocably authorise and appoint us as your attorney to fill in the dates and amounts in the cheques for an amount not exceeding the limit for the *product* at that time and acknowledge that we may use these cheques to pay any amount you owe us in connection with the *product*.

Honouring payment instruments

16.13 You must ensure that any payment instrument or payment instruction is honoured. For example, you must:

- ensure that you have sufficient funds in the account to be debited (including any account with another financial institution or the *nominated account*);
- not stop cheques;
- not cancel or vary any payment arrangement (unless we ask you to do so to reflect a change in the instalments) or close or change the account on which cheques are drawn.

Post-dated cheques

16.14 If we require you to pay an amount by post-dated cheques, you must:

- give us post-dated cheques in our favour for an amount equal to each payment amount; and
- replace the cheques if we ask.

How we apply payments

16.15 Payments are taken to be made when we credit them to the *account*. We do this as soon as practicable after receipt.

16.16 Unless set out in the *product terms* we may use amounts we receive under our securities brokerage agreement to pay amounts you owe us in any order we choose.

Payments into suspense account

16.17 We may place in a suspense account any payment we receive in connection with our securities brokerage agreement for as long as we consider appropriate. This is to protect our rights against other amounts you or a *security provider* may owe us.

Insolvent payments

16.18 Under *insolvency* law, a person may demand the refund of a payment we have received under our securities brokerage agreement. To the extent we are obliged to do so or we agree to make a refund, we may treat the original payment as if it had not been made. We are then entitled to our rights against you under our securities brokerage agreement as if the payment had never been made.

17 Currency conversion and indemnity

Currency of payment

17.1 We may make currency conversions in respect of any amount received by us from you or due to you from us at a rate we reasonably consider appropriate. You indemnify us for any shortfall arising from the conversion.

Payment in other currency

17.2 You waive any right you have in any jurisdiction to pay any amount other than in the currency in which it is due. If we receive an amount in a currency other than that in which it is due:

- we may convert the amount into the due currency on the date and at rates we reasonably consider appropriate. We may deduct our *costs* incurred in the conversion; and
- you satisfy your obligations to pay in the due currency only to the extent of the amount of the due currency obtained from the conversion after deducting the *costs* of the conversion.

Conversion after default

17.3 Despite any other provision of our securities brokerage agreement, at any time after there is a *default* we may convert to the *base currency* at a rate determined by us any part of the *balance owing* for the *product* which is not due to us in the *base currency* ("*foreign currency obligation*").

17.4 The applicable *foreign currency obligation* is then taken to be replaced with an obligation to pay us an amount of the *base currency* equal to the amount of the *base currency* needed for the conversion plus the *costs* of the conversion.

Currency restrictions

17.5 You must comply with all exchange control laws in connection with our securities brokerage agreement. If a country restricts the availability or transfer of its currency, we need not make any payment to your *account* in that currency. We may make the payment in any currency we consider appropriate.

Currency conversion on judgment debt, orders, directives issued under law or regulator

17.6 If a judgment, order, directives issued under law or by any regulator or pursuant to agreement with any regulator or any authority or proof of debt for or the recovery of an amount in connection with our securities brokerage agreement is expressed in a currency other than that in which the amount is due under our securities brokerage agreement, then you indemnify us against:

- any difference arising from converting the other currency if the rate of exchange we use under our securities brokerage agreement for converting currency when we receive a payment in the other currency is less favourable to us than the rate of exchange used for the purpose of the judgment, order, directives issued under law or by any regulator or pursuant to agreement with any regulator or any authority or acceptance of proof of debt; and
- the costs of conversion.

Part F - Information, statements and records

18 Information you give

Information must be correct

18.1 Each time we offer a *product* to you or you use a *product*, we rely on the information you give to us. It must be correct, complete and not misleading.

You must notify us, within 30 calendar days, if you become aware that any information you have given changes, is incorrect or misleading.

What you must give us

18.2 If we ask, you must give us any information about or documents in connection with:

- our securities brokerage agreement or any *other arrangement with us*; or
- your financial affairs.

All information or documents must be in the form we require and certified by you to be true.

18.3 You must notify us if there is any change in your employment, business or profession within 15 days of the change.

18.4 You must get the consent of other persons named in a customer information form, an *application* or any *authorised person* to our collection, holding and use of their *personal information*.

18.5 Where laws and regulations allow, you consent to us periodically checking your credit status with any credit bureau or credit reference agency.

18.6 We will not be responsible for any *loss* or damage incurred by you due to your failure to update us promptly and correctly of any change in your *account* details, mailing address, email address, *mobile phone number*, fax number and other *account* details that are needed for us to contact you.

Representations

18.7 You represent and warrant that:

- you have power and all necessary authorisations to own your assets and carry on any business you conduct, to enter into each of our securities brokerage agreements and any *other arrangement with us* which you enter into with us and to comply with your obligations and exercise your rights under them;
- your obligations under each of our securities brokerage agreements and any *security* (and the obligations of any *security provider*) are valid, binding and enforceable and neither you nor any *security provider* will be in breach of any law, authorisation, document or agreement by entering into or complying with obligations or exercising rights under

any of our securities brokerage agreements or any *other arrangement with us*;

- all the information given by you or any *security provider* (or on your or their behalf) is correct, complete and not misleading and each representation made by you to us is correct and not misleading;
- since the date information to us by you or a *security provider*, there has been no change in your or a *security provider's* financial circumstances which may have a material adverse effect on your or the *security provider's* ability to meet any of your or their obligations to us;
- neither you nor any *security provider* has withheld any information that might have caused us not to enter into any of our securities brokerage agreements or any *other arrangement with us* or provide any *product* to you (including information about the assets you or they own and any *security interest* over them);
- neither you nor any *security provider* (or any assets you or they own) has immunity from the jurisdiction of a court or from legal process;
- unless otherwise stated in the *application*, you are not entering into our securities brokerage agreement or transacting with us as a trustee, agent or nominee. (This means you are liable as principal);
- if we accept your *application* to enter into our securities brokerage agreement or you transact with us as a trustee, executor, agent or nominee, you are authorised to do so;
- there is no *default* and no event has occurred which may, with the giving of notice or lapse of time or fulfilment of any condition, become a *default*;
- you shall accept full responsibility for all transactions executed, including transactions executed through the *electronic transaction services* and in particular for ensuring the accuracy and completeness of your instructions to us; and
- that to the best of your knowledge, your *system* and any other computer system through which you access the *electronic transaction services* are free from any electronic mechanical, data failure or corruption, computer viruses, malware and bugs. We are not responsible for any electronic, mechanical, data failure or corruption, computer viruses, malware, bugs or related problems that may be attributable to services provided by any internet service provider, network provider, server or such other equivalent system.

- 18.8 You repeat these representations and warranties every time you apply for a *product* or make any transaction on a *product* or *account*. You must notify us whenever anything happens which would mean you could not truthfully repeat these representations and warranties.

19 Information we give

- 19.1 You consent to us sending you information about *products* which we think you may want to use. However, if you do not want to receive this type of information, please notify us.
- 19.2 Any information we give to you is for reference purposes only. We do our best to ensure that the information we provide is accurate and complete. However, we are not liable for the accuracy or completeness of the information given.

20 Information we collect, use and disclose

Your information

- 20.1 Your information comprises all the details we hold or collect about you, your transactions, your financial information, your *personal information*, and information about you obtained from you, your interactions and dealings with us and any third party, including information received from third parties and information collected through your use of our *electronic transaction services*.

Purposes for which we use your information

- 20.2 We or any member of the *Standard Chartered Group* may use your information to (a) provide you with a *product* or service, (b) comply with obligations and requirements under any local or foreign laws or regulations applicable to any member of the *Standard Chartered Group* and any internal policies and procedures of any member of the *Standard Chartered Group* and (c) meet any administrative, business, legal or regulatory purpose; including the following:

- processing your *application* for *products* and services, payments, transactions and your instructions or requests;
- providing you with *products* and services (including any *electronic transaction service*);
- maintaining our relationship with you;
- communicating with you on your *account* and *product*, providing you with statements and notices such as important changes to the features, terms and conditions of any *product* or your *account*;
- assessing your suitability for *products* and services;
- operational purposes;
- statistical analysis (including behavioural analysis and profiling);

- establishment, continuation and management of your securities brokerage relationship with us and your *account* with us or, where applicable, any member of the *Standard Chartered Group*;
- identity verification, sanctions screening and due diligence checks;
- credit assessment, including conducting credit checks and setting credit limits;
- enforcing your obligations (including collection of outstanding amounts owed to us by you and/or security provider), debt recovery, adjustment of your credit limit of relevant *accounts*, and establishing or implementing a scheme of financial arrangement with you;
- conducting market research and surveys with the aim of improving our *products* and services;
- for marketing purposes, promotional events, competitions and lucky draws;
- to comply with any local or foreign laws, regulations, voluntary codes, directives, judgments or court orders, agreements between any member of the *Standard Chartered Group* and any authority, regulator, or enforcement agency, policies (including the *Standard Chartered Group's* policies), good practice, government sanctions or embargoes, reporting requirements under financial transactions legislation, and demands or requests of any authority, regulator, tribunal, enforcement agency, and exchange body;
- for the prevention, detection, investigation and prosecution of crime in any jurisdiction (including, without limitation, money laundering, terrorism, fraud, government sanctions or embargoes, and other financial crime);
- to seek professional advice, including, in connection with any legal proceedings (including any prospective legal proceedings), for obtaining legal advice or for establishing, exercising or defending legal rights;
- compliance with *Standard Chartered Group's* policies and procedures, and any legal, regulatory or business purposes;
- for surveillance of premises and ATMs.

To whom we may disclose your information

- 20.3 You consent to us and each member of the *Standard Chartered Group*, including its officers, employees, agents and advisers disclosing your information to any of the following parties for any of the purposes specified in clause 20.2:

- any member of the *Standard Chartered Group* anywhere in the world, including any officer, employee, agent or director;
- professional advisers (including auditors), third party service providers, agents or independent contractors providing services to support the *Standard Chartered Group's* business;
- our business alliance partners who may provide their product or service to you;
- any person to whom disclosure is allowed or required by local or foreign law, regulation or any other applicable instrument;
- any court, tribunal, regulator, enforcement agency, exchange body, tax authority, or any other authority (including any authority investigating an offence) or their agents;
- any debt collection agency, credit bureau or credit reference agency, rating agency correspondents, insurer or insurance broker, direct or indirect provider of credit protection and fraud prevention agencies;
- any financial institution which you have or may have dealings with to conduct credit checks, anti-money laundering related checks, fraud prevention and detection of crime purposes;
- a *merchant* or a member of a *card association* where the disclosure is in connection with use of a *card*;
- any actual or potential participant or sub-participant in relation to any of our obligations under our securities brokerage agreement between us or assignee, novatee or transferee (or any officer, employee, agent or adviser of any of them);
- upon your death or mental incapacity, your legal representative and their legal advisers, and a member of your immediate family for the purpose of allowing him/her to make payment on your *account*;
- any *authorised person* or any *security provider*;
- anyone we consider necessary to facilitate your requests for services or *application for products* with any member of the *Standard Chartered Group*;
- anyone we consider necessary in order to provide you with services in connection with a *product*,

located in any jurisdiction.

20.4 You consent to the recipients of the information we disclose, using and transferring the information where it is necessary to:

- provide you with services in connection with a *product*;
- monitor our compliance with law and our and the *Standard Chartered Group's* policies; or
- support our and the *Standard Chartered Group's* business, financial and risk monitoring, planning and decision making.

- 20.5 To the extent permitted by law, you and each *security provider* waive all rights to make claims or complaints under any law imposing a duty of confidentiality on us.
- 20.6 There may be other terms and conditions that govern the collection, use and disclosure of your *personal information* contained in our securities brokerage agreement and our privacy notice published in our website. Such other terms and conditions shall be read in conjunction with this Part F (Information, statements and records).
- 20.7 Any *account* or transaction information reported, including those reported through our *electronic transaction services*, may not be conclusive to your *account* and transaction status as there may be transactions or instructions which have yet to be or are being processed by us.

If you hold a co-brand product

- 20.8 If you hold a co-brand *product* (i.e. a product offered by us jointly with another business alliance partner), you must consent to us sharing your information (to the extent it is required) with the business alliance partner so that we can offer and continue to offer you the co-brand *product*. If you do not provide us with such consent, we may not be able to offer or continue to offer you the co-brand *product*.

Not providing or withdrawing consent

- 20.9 You may choose not to provide or withdraw any consent given or deemed to have been given to us at any time by notifying us. If you do so, we may not be able to deal with you or to provide or continue providing a particular *product* or service to you. In some cases, we may have to terminate our *securities brokerage agreement* relating to such *product* or service with you.

Communication

- 20.10 To the extent permitted by law, we may record and monitor your communications with us to ensure compliance with our legal and regulatory obligations and our internal policies for the purposes in clause 20.2.

Retention

- 20.11 We retain your information in accordance with legal, regulatory, business and operational obligations.

21 Statements and records

- 21.1 We issue statements for *accounts* periodically as set out in the *product terms*. Statements may be in paper, electronic or any other form we choose. However, we may not issue statements if an *account* is inactive, there have been no transactions since the previous statement or where we are not required by law to do so or where our policy, security procedure or requirement of any authority (including any economic and trade sanctions imposed by any regulator in any jurisdiction where we operate in or by any supranational organisation, official body including, but not limited to, Her Majesty's Treasury, the United Nations, the European Union or any country) prohibits us from doing so. You may ask for a single statement for each *account* or a *consolidated statement* (if available). You are responsible for checking them for errors. Information about *accounts* (including the *balance owing*) may be obtained at any other time by contacting us.
- 21.2 If your instructions are to give you a *consolidated statement* (if available) you acknowledge that we do not also issue separate statements for individual *accounts*. However, we may revert to issuing separate statements at any time.

If you think there is a mistake

- 21.3 You should retain all transaction records to enable you to verify entries. You must check these entries and your passbook, or any counterfoil, entries for accuracy as soon as you receive your statement. You must report any mistaken or unauthorised transactions to us as soon as possible. Unless otherwise stated in the *product terms*, if you do not report any mistake within **ten** days after the date of the statement, we treat the statement as correct.
- 21.4 The date which appears on the transaction record may vary from the date that appears on your statement. This is because transactions completed on non-banking days and after "cut-off" time on banking days may be held over to be processed on the next banking day.

Reversals

- 21.5 We may cancel, reverse or debit any payment we make under our securities brokerage agreement (including any interest paid) and make any corresponding adjustments to an *account*:
- to correct a mistake (for example, an overpayment);
 - if we have not received cleared and unconditional funds in full or promptly;
 - if we are required to return the funds to the relevant payer or drawer; or
 - if we have reasonable grounds for doing so.
- If we make an adjustment, we may notify you.

Our records and decisions are conclusive

- 21.6 Unless there is an obvious mistake:
- our records (whether in paper, electronic, data or other form) of an instruction, report, statement or other communication are conclusive evidence of their contents or our receipt or non-receipt of them; and
 - any certificate we issue, or decision we make, about a matter or an amount payable in connection with our securities brokerage agreement is conclusive evidence.
- 21.7 You acknowledge that we may destroy, erase or otherwise cease to maintain any records (whether in paper, electronic, data or other form) as we consider appropriate after such time as permitted by applicable law.

Part G - Termination, suspension and enforcement

22 How our securities brokerage agreement, or your use of a product, ends

Termination by either party

- 22.1 Either you or we may end our securities brokerage agreement or your access or use of a *product* in any manner including through our *electronic transaction services* by giving the other party prior notice in writing in accordance with our securities brokerage agreement. If you do so, you must give us two banking days' notice.
- 22.2 If you have more than one *account*, you may not cancel certain *electronic transaction services* for any one *account* only (unless we otherwise agree).

Termination by us

- 22.3 We may end any (or all) of our securities brokerage agreements for a *product*, with or without notice to you, if:
- You give (or any *security provider* gives) us incorrect, incomplete or misleading information or make a representation or warranty that is incorrect or misleading; or
 - you do not pay on time an amount due under any of our securities brokerage agreements or any *other arrangement with us* (this includes if you have not ensured there are sufficient funds available in an account which has been nominated for debiting payment); or
 - you have breached any other term of any of our securities brokerage agreements or any *other arrangement with us*; or
 - you have breached any term of any arrangement you have with another financial institution or another financial institution has suspended or terminated your use of any securities brokerage facility; or
 - any *security* or insurance we require in connection with a *product* is or becomes unenforceable or is withdrawn or terminated without our consent; or
 - you or any *security provider* becomes *insolvent* or any of your or their assets are subject to *insolvency* proceedings; or
 - you or any *security provider* dies or becomes incapacitated; or
 - you or any *security provider* stops payment, ceases to carry on its business or a material part of it or threatens to do so; or
 - you or any *security provider* acts fraudulently or dishonestly; or

- any of your or any *security provider's* assets are subject to enforcement of a judgment or is expropriated, compulsorily acquired or resumed on any basis; or
- any assets the subject of a *security* or any of your business or the business of a *security provider* is in jeopardy; or
- you are convicted of a crime; or
- legal proceedings to recover debts or criminal proceedings are commenced against you or any *security provider*; or
- we consider that an *account* is being operated in an irregular or improper manner; or
- any business you operate is not carried on in a proper, orderly and efficient manner or you cease to operate it or a substantial part of it or significantly change it without our consent; or
- any thing occurs which, in our opinion, is likely to have a material adverse effect on your (or a *security provider's*) business, assets or financial condition or your or their ability or willingness to comply with obligations under any of our securities brokerage agreements or any *other arrangement with us*; or
- performance of any obligation by either you or us under any of our securities brokerage agreements or a *security provider* under any *security* breaches, or is likely to breach, a law or a requirement of any authority including any economic and trade sanctions imposed by any regulator in any jurisdiction where we operate in or by any supranational organisation, official body including, but not limited to, Her Majesty's Treasury, the United Nations, the European Union or any country or is otherwise contrary to any policy we apply as a result of an order or sanction issued by an authority; or
- at any time, as a result of your domicile, nationality, residency status, tax status, or any other relevant status, the provision or continued provision of any *product* or part of any *product*, would or might in our reasonable opinion constitute a breach of our policy or any applicable law or requirement of any authority, or is not in accordance with our usual business practice and procedure; or
- we are required by law (including an order of any authority) to do so; or
- any other event of default (however described) under any of our securities brokerage agreements or any *other arrangement with us* occurs.

22.4 We will be entitled to end your use of our *electronic transaction services*, immediately on all your joint accounts if any of your joint account holders notifies us that:

- That the joint account can no longer be operated on your instructions alone; or
- He/she is no longer prepared to accept that you may operate the joint account using our *electronic transaction services*.

We may suspend or terminate our *electronic transaction services*, at any time. This will include periods during which maintenance work or repair is required to be carried out, in case of any emergency or for security reasons. We shall endeavour to give a reasonable notice for the suspension or termination of our *electronic transaction services*.

22.5 Our rights under this clause do not affect any other right under any of our securities brokerage agreements and are subject to the giving of any notice, demand or lapse of time which is required by applicable law and cannot be excluded.

Additional rights to terminate

22.6 The *product terms* or these Customer Terms may specify additional circumstances in which you or we may end our securities brokerage agreement for a *product*.

23 What happens on termination

Securities brokerage agreement

23.1 After our securities brokerage agreement for a *product* ends, you must:

- not use the *product* or any benefits in connection with the *product* and not access or use the *product* through our *electronic transaction services*;
- immediately repay all amounts owing to us under our securities brokerage agreement including the *balance owing* for the *account* for the *product*; and
- do any other thing which our securities brokerage agreement requires to be done when your right to access or use the *product* in any manner including through our *electronic transaction services* ends.

No effect on rights and liabilities

23.2 Ending our securities brokerage agreement, or the right to use a *product*, does not affect any of the rights and obligations of either of us, which arose before it ended. You are not entitled to any refund of any fee or amount paid or subsidy received in connection with any *product*. All provisions in our securities brokerage agreement in connection with payments, clawbacks, indemnities, limitation of liability, disclosure of information, set off, currency conversion, *tax*, and the provisions in Part I (General) survive termination of our securities brokerage agreement.

Review of entitlements

23.3 After our securities brokerage agreement ends, we may review and withdraw any promotional or preferential arrangement that applies to you.

24 Enforcement action

We may take any action we consider appropriate to enforce our securities brokerage agreement or any *security* including:

- employing any third party agent to collect any amount owing to us;
- attaching the *balance owing* for any *product* to your or a *security provider's* assets;
- taking steps to enforce our rights against your or a *security provider's* assets such as by lodging caveats;
- commencing legal proceedings against you or a *security provider*.

25 Blocking accounts or withholding of funds

We may block any *account* (and later remove the block) at any time or withhold amounts in any account at any time, if an authority requires us to do so, or we are otherwise required by law or pursuant to agreements with any regulator or any authority to do so, or if we need to comply with internal policies associated with any applicable order or sanction of an authority.

26 Suspension

We may suspend providing a *product* at any time for any reason (even if there is no *default*). If we do, we notify you as soon as practicable. We agree to suspend provision of a *product* if you ask us to do so in writing.

27 Conversion of accounts

We may convert or consolidate any *account* into another type of *account* if we consider it appropriate to do so and we give you reasonable notice in writing before we do so. If you do not instruct us that you want to close the *account* before expiry of the notice period, we will convert or consolidate the *account* and we allocate a new account number.

Part H - Security

28 Security

Broker's lien

28.1 In addition to any other *security* we require to secure the *balance owing* for your *products* and any amount which you may owe us in the future, all your credit balances, money, securities, documents, instruments and other valuables deposited with us are, on deposit, subject to a broker's lien to us. Without limiting our other rights, we may set off any such amounts against, or apply the lien as security for, any obligations you owe to us. We may sell or deal with the assets to satisfy your obligations to us. We may do so without notifying you.

Security over all assets

28.2 In addition to any other *security* we require and our broker's lien under clause 28.1, we hold all your assets (including assets deposited with us for any purpose) as security for the total *balance owing* for all your *products* and any amount which you may owe us in the future. Without limiting our other rights, we may set off any such amounts against, or apply the security created by this clause as security for, any obligations you owe to us. If there is a *default*, we may sell or deal with your assets to satisfy your obligations to us. We may do so without notifying you.

Security margin

28.3 If the market value of any security falls below what we consider to be an adequate security margin as may be determined by us from time to time for your products, we shall be entitled, without prejudice to any other rights that we may have to review, reduce, restructure and/or cancel your products, withhold disbursement and/or activation or further disbursement and/or activation of your products, to require repayment of such amount(s) of the outstanding balance owing to your products as we may in our sole discretion specify and/or to require additional security (in form and substance satisfactory to us) to be furnished to us.

28.4 We reserve the right to appoint an independent valuer to conduct a valuation of the security periodically and likewise reserve the right to review the quantum of your products from time to time at our absolute discretion. The costs and expenses incurred for the valuation shall be borne by you.

Further security

28.5 In addition to any other *security interest* we may require, you must do anything we ask (such as obtaining consents, signing and delivering documents and getting documents completed and signed) to:

- provide further or more effective security to us to secure any *balance owing* for any of

your *products* and any other amount which you may owe us in the future; and

- to allow us to exercise our rights in connection with your assets.

No dealings

28.6 You must not create or allow to exist any *security interest* or otherwise deal with any assets that are the subject of *security* without our consent.

Changing the security

28.7 If you want to provide additional or replacement *security* for a *product*, please contact us to discuss. If we agree to your request, it will be on terms we specify. For example, the replacement *security* must be in form and substance we approve and you must pay all applicable fees and costs.

Ensure compliance by security provider

28.8 You must ensure that each *security provider* complies with their obligations under the *security* they have provided to us.

Security continues until release

28.9 Any *security* continues until we have released it.

Appointment as attorney

28.10 You irrevocably appoint us and any other person we nominate as your attorney to sign documents and take other action that we consider necessary to perfect and enforce any *security* (including dealing with any of the assets which are the subject of the *security*).

29 Valuations

29.1 If we ask, you must arrange, pay for and provide us with a valuation report in connection with the assets that are the subject of any *security*. Any valuation report must be in accordance with any requirements we specify. Alternatively, we may obtain a valuation report at your cost.

29.2 We may arrange for further valuation reports in connection with any asset the subject of any *security* at any time at your cost.

29.3 If as a result of the further valuation report, we consider that the *security* is inadequate, you must provide us with further *security* in form and substance we specify.

30 Insurance

Insurance you must maintain

30.1 For some *products*, we require insurance to be maintained, for example, life insurance, insurance over any asset which is the subject of *security* or mortgage insurance. Any insurance policy must be with an insurer we approve and for the risks we specify. Alternatively, we may require you to pay for insurance we arrange.

- 30.2 Our interest must be noted on the insurance policy and you must ensure that any amount paid by the insurer under the policy is paid to us. If we ask, you must give us a copy of the policy.
- 30.3 If we permit you to make your own arrangements for insurance we require, you must pay us an administration fee and any costs we specify. You must provide us with the original insurance policy and the original receipt for the amount paid for the insurance.
- 30.4 If you have made arrangements with the insurer which allow us to cancel the insurance when there is a *default*, we may apply any amounts that are refunded by the insurer against any amount you owe us.

Optional insurance

- 30.5 Insurance policies may be offered to you in connection with a *product*. For example, if you use *electronic transaction services* you may be offered fraud insurance. The terms of any optional insurance policy should be read together with our securities brokerage agreement.

All insurance policies

- 30.6 If we arrange insurance for your benefit, you must pay all amounts the insurer requires in connection with the policy and we debit those amounts to your *account*. The insurance cover only takes effect from the date we debit your *account*. If a claim is unsuccessful, you may not claim against us and we are not liable for any *loss* you incur.
- 30.7 You must comply with the terms of any insurance policy issued in connection with a *product*.
- 30.8 You acknowledge that insurance proceeds may not cover all your *loss* and you are responsible for any shortfall.
- 30.9 We may accept any commission from an insurance company in connection with any insurance we arrange.

Part I - General

31 General

Disclaimer

- 31.1 We do not represent or warrant that:-
- our services, including our *electronic transaction services* will meet your requirements;
 - our *electronic transaction services* will be uninterrupted, timely, secure or error-free;
 - our *electronic transaction services* are fit for a particular purpose, or does not infringe any third party proprietary rights; or
 - any errors in the technology will be detected or corrected.
- 31.2 Our *electronic transaction services* may allow you to visit or be directed to other third party websites. We are not responsible for the content of these third party websites. We shall not be responsible for any *loss* or damage you incur directly or indirectly in connection with your use of or access to these websites.

Exclusion of liability

- 31.3 Unless a law prohibits us from excluding or limiting our liability, we are not liable for any *loss* you incur in connection with our securities brokerage agreement or services including *electronic transaction services* (including in connection with the provision, access or use of any *product*, unavailability or improper functioning of an *electronic transaction service*, delay or error in the transmission of any electronic payment transfer, delay in providing you funds under our securities brokerage agreement, misrepresentation, your or an *authorised person's* instructions or any unauthorised instructions, a *default*, termination of any of our securities brokerage agreements, our refusal to act on any instruction, or any other thing we do or do not do). This applies where the *loss* arises for any reason and even if the *loss* was reasonably foreseeable or we had been advised of the possibility of the *loss*.
- 31.4 We are not responsible for the negligence, act or failure to act of any third party and will not be involved in any dispute between you and any third party service provider (whether or not appointed by us).
- 31.5 You shall indemnify us from all *loss* and damage which we may incur in connection with your improper use of our services including the *electronic transaction services*.

We take no responsibility for your decisions

- 31.6 We are not responsible for any decision you make:
- to enter into our securities brokerage agreement;

- to access or use any *product* including through our *electronic transaction services*;
- about any features of any *product* (including the interest rate or any fees or *costs* payable under it).

While some employees are authorised to give you certain types of information about our *products*, neither our employees nor our agents have any authority to make representations or predictions or give any opinion about anything in connection with our securities brokerage agreement.

We are not liable for any *loss* if they act without authority. However, if you consider that any representation has been made to you that is not set out in our securities brokerage agreement, you need to give us details in writing so that we can clarify it.

If you, any *authorised person* or any *security provider* has any concerns about these things, the terms of our securities brokerage agreement or any *security*, we recommend you or they get help from an independent financial adviser or lawyer.

Intellectual Property Rights

- 31.7 We own all contents of our services. You may not copy, distribute or publish such content without our permission.
- 31.8 We or other third parties own all the marks and logos used in connection with services. You may not use such marks and logos without our permission.
- 31.9 You grant us a free worldwide licence to use any information or material you submit through our services for any purpose unless restricted by law.
- 31.10 We are not required to keep confidential any information or materials submitted by you through our services unless we agree to do so in a separate contract between you and us or required by law.

Hyperlinked sites

- 31.11 We are not responsible for, do not endorse, and make no representation or warranty in connection with, any hyperlinked internet sites on our website. We are not responsible for any *loss* you incur in connection with those hyperlinked sites.

Circumstances beyond our control

- 31.12 We are not liable for any *loss* you incur in connection with our inability or delay in receiving or executing instructions or unavailability of funds or any *product* due to any *circumstances beyond our control*.
- 31.13 If any *circumstances beyond our control* occur, we may take any action we consider appropriate in connection with your *account*.

Further steps

31.14 You must do anything we ask (such as obtaining consents, signing and producing documents and getting documents completed and signed):

- to bind you and any other person intended to be bound by our securities brokerage agreement;
- to show whether you are complying with our securities brokerage agreement; and
- to confirm anything done by us in the proper exercise of our rights under our securities brokerage agreement.

Prompt performance

31.15 If our securities brokerage agreement specifies when you must perform an obligation, you must perform it by the time specified. You must perform all other obligations promptly.

Time of the essence

31.16 Time is of the essence in respect of your obligations to pay any money.

Waiver

31.17 A provision of our securities brokerage agreement, or right created under it, may not be waived except in writing signed by the party or parties to be bound and is only effective for the purpose for which it is given.

Variation of our securities brokerage agreement

31.18 You acknowledge that various features of a *product* may be changed at any time, including the fees, interest rates, the basis for calculating interest rates and the margin without notice to you. However, if we vary fees for a *product* we will do our best to give you one month's notice before the variation takes effect. However, we may also vary any of the other terms of our securities brokerage agreement by notice to you in accordance with our usual practice and in accordance with any applicable law. This may include giving notice to you by public announcement as set out in clause 6.3. The *product terms* may set out specific steps we must follow to effect a variation.

Additional services

31.19 We may offer incentive programmes or value added services in connection with a *product* offered by us or a third party. We may vary or withdraw the programmes or services at any time. We do not guarantee or warrant their quality and, if they are provided by a third party, they are provided on the terms offered by the third party (including the third party's privacy policies). Please contact us if you want to find out more information about the terms of any programme or service.

Our Advertising

31.20 We may advertise our own *products* and services in any manner, including through the *electronic transaction services*, where such

advertisement is consistent with any personal data protection laws.

How we may exercise our rights

31.21 We may exercise a right or remedy, give or refuse our consent or approval in connection with our securities brokerage agreement in any way we consider appropriate, including by imposing conditions. We need not give you reasons for any decision we make.

31.22 If we do not exercise a right or remedy fully or at a given time, we can still exercise it later.

31.23 Except for a waiver or variation in accordance with clauses 31.17 or 31.18, nothing we do suspends, varies or prevents us from exercising our rights under our securities brokerage agreement.

31.24 We are not liable for any *loss* caused by the exercise or attempted exercise of, failure to exercise, or delay in exercising, a right or remedy, whether or not caused by our negligence.

31.25 Our rights and remedies under our securities brokerage agreement and any *security*:

- are in addition to other rights and remedies given by law independently of our securities brokerage agreement or the *security*;
- do not merge with and are not adversely affected by any other *security* and may be executed independently or together with any rights or remedies including under any other *security*; and
- may be exercised even if this involves a conflict of duty or we have a personal interest in their exercise; and
- are not affected by any payment, settlement, judgment or anything which might otherwise affect them at law including:
 - us varying our securities brokerage agreement such as by providing you with additional *products* or replacing existing *products* or withdrawing, suspending, terminating your existing electronic access to our *products* or granting you electronic access to additional *products*;
 - you opening an *account*;
 - an *account* not being active;
 - us releasing you or a *security provider* or giving them a concession, such as more time to pay;
 - the fact that we release or lose the benefit of any *security*;
 - the death, mental or physical disability or *insolvency* of any person (including you or a *security provider*).

31.26 Our rights and remedies under our securities brokerage agreement may be exercised by any

of our authorised employees or any other persons we authorise.

Complying with orders and directives

31.27 If we are served or issued with any of the following:

- court orders;
- directives issued under law, regulators, authorities or agreements with any regulator or any authority,

we will act in accordance with them and you must not commence proceedings against us in relation to our actions.

Consents

31.28 You must comply with all conditions in any consent or approval we give in connection with our securities brokerage agreement.

Conflicting claims

31.29 If we consider any funds in any *account* may be subject to conflicting claims, we may take action (including getting legal advice or taking legal proceedings) to determine the matter. We may act in accordance with any determination and we are not liable to you for any *loss* you incur.

Indemnities

31.30 The indemnities in our securities brokerage agreement are continuing obligations, independent of your other obligations under them. It is not necessary for us to incur expense or make payment before enforcing a right of indemnity in connection with our securities brokerage agreement.

Commissions

31.31 If, you are introduced to us, or by us, to a third party with your consent, we may pay or receive a fee or commission to or from the third party under a fee sharing arrangement. If you ask, we agree to provide you with the details of the fee sharing arrangement.

Outsourcing

31.32 We may employ independent contractors and agents (including correspondents) to perform any of our obligations under our securities brokerage agreement or provide a *product* on terms we consider appropriate.

Dealings

31.33 You must not assign or transfer your rights and obligations under our securities brokerage agreement to anyone without our consent first.

31.34 We may assign or otherwise deal with our rights under our securities brokerage agreement (including any particular *product* or *account*) in any way we consider appropriate. If we do this, you may not claim against any assignee (or any other person who has an interest in our securities brokerage agreement) any right of set off or other rights you have against us. If we ask, you must sign and give us or any other person we specify any document we reasonably require for this purpose.

Compliance with law

31.35 Nothing in our securities brokerage agreement requires us to do or not do anything if it would or might in our reasonable opinion constitute a breach of our policy or any applicable law, regulation or requirement of any authority.

We act on banking days

31.36 We only act on certain instructions or provide a *product* on a banking day. If we are required to do anything on a non-banking day, we may do it on the next following banking day.

Opening further accounts

31.37 We may open an *account* to administer any transactions for any *product*.

Severability

31.38 If and to the extent that an applicable law is inconsistent with our securities brokerage agreement in a way that would otherwise have the effect of making:

- a provision of our securities brokerage agreement illegal, void or unenforceable; or
- a provision of our securities brokerage agreement contravene a requirement of that law or impose an obligation or liability which is prohibited by that law,

then the law overrides our securities brokerage agreement to the extent of the inconsistency, and our securities brokerage agreement is to be read as if that provision were varied to the extent necessary to comply with that law and avoid that effect (or, if necessary, omitted).

31.39 If any one or part of the terms of this Customer Terms is legally unenforceable in any way, this will not affect the validity of the remaining terms.

31.40 We believe that the terms of this Customer Terms are reasonable. If any one or part of them proves to be not legally valid because it is unreasonable or for any other reason, we are entitled to treat that term as changed in a way that makes it reasonable and valid.

If one of the terms of this Customer Terms is unenforceable against one of the customers agreeing to this Customer Terms, this will not in any way affect the enforceability of that term against the other customers e.g. the other joint *account* holder.

Third party rights

31.41 Our securities brokerage agreement does not create or confer any rights or benefits enforceable by any person not a party to it except:

- a member of the *Standard Chartered Group* may enforce any rights or benefits in our securities brokerage agreement;
- a member of the *Standard Chartered Group* may enforce the rights or benefits of any indemnity, limitation or exclusion of liability in our securities brokerage agreement; and

- a person who is a permitted successor or assignee of the rights or benefits of our securities brokerage agreement may enforce those rights or benefits.

No consent from the persons referred to in this clause is required for the parties to vary or rescind our securities brokerage agreement (whether or not in a way that varies or extinguishes rights or benefits in favour of those third parties).

Change in constitution

31.42 You must not change your constitution by amalgamation, consolidation, reconstruction, admission of any new partner or otherwise, without our consent. You must also ensure that each *security provider* does not do so without our consent. All *securities*, agreements, obligations given or undertaken by you or a *security provider* remain valid and binding despite any change in our, your or a *security provider's* constitution by amalgamation, consolidation, reconstruction, death, retirement, admission of any new partner or otherwise.

Anti-money laundering, counter terrorism financing, government sanctions or embargoes

31.43 To comply with local or foreign law, regulations, voluntary codes, directives, judgments or court orders, agreements between any member of the *Standard Chartered Group* and any authority, regulator, or enforcement agency, policies (including *Standard Chartered Group's* policies), good practice, government sanctions or embargoes, reporting requirements under financial transactions legislation and demands or requests of any authority, regulator, tribunal, enforcement agency, exchange body, the *Standard Chartered Group* may:

- be prohibited from entering or concluding transactions involving certain persons or entities (e.g. person or entity that is itself sanctioned or is connected to or dealing with (directly or indirectly) any person or entity that is sanctioned under economic and trade sanctions imposed by any regulator in any jurisdiction where we operate in or by any supranational organisation, official body including, but not limited to, Her Majesty's Treasury, the United Nations, the European Union or any country); or
- (without limitation to clause 20) report suspicious transactions or potential breaches of sanctions to an authority in any jurisdiction to which the *Standard Chartered Group* may need or decide to disclose. Transactions impacted include those that may:
 - involve the provision of finance to any person involved or suspected of involvement in terrorism or any terrorist act;
 - be relevant to investigation of an actual or attempted evasion of *tax law*, investigation of or prosecution of a

person for an offence against any applicable law; or

- involve persons or entities which may be the subject of sanctions and embargoes.

31.44 A member of the *Standard Chartered Group* may intercept and investigate any payment messages and other information or communications sent to or by you or on your behalf and may delay, block or refuse to make any payment and payment screening may cause a delay in processing certain information.

31.45 Any member of the *Standard Chartered Group* may take any action it believes to be necessary to comply, or in connection, with the matters set out in clause 31.43. This includes freezing funds, preventing operation of an *account*, refusing a request for funds from you, otherwise not allowing you to use a *product*, or delaying or cancelling a transaction. It need not notify you until a reasonable time after it is permitted to do so under those laws of policies. No member of the *Standard Chartered Group* is liable for any *loss* arising out of any action taken or any delay or failure by us, or a member of the *Standard Chartered Group*, in exercising any of its rights or performing its obligations, caused in whole or in part by any steps taken as set out above.

Reports

31.46 Any report we obtain from any valuer or consultant is for our use only. Even if we give you a copy of the report, you cannot rely on it. You cannot sue us, the valuer or consultant if the report is wrong.

Our decision is conclusive

31.47 If there is any dispute in connection with our securities brokerage agreement, our decision is conclusive and binding unless there is a manifest error.

Counterparts

31.48 Our securities brokerage agreement may consist of a number of copies, each signed by one or more parties. The signed copies form one document.

Governing law

31.49 Our securities brokerage agreement is governed by the laws of Brunei Darussalam.

31.50 Your use of our *electronic transaction services* is through the internet service provider, network server or such other equivalent system in the country from where such service is accessed by you, and to this extent, such access by you will also be subject to the relevant laws of that country and any terms prescribed by such internet service provider, network provider, server or such other equivalent system.

Jurisdiction

31.51 The parties submit to the non-exclusive jurisdiction of the courts of Brunei Darussalam. We may take enforcement action and initiate proceedings in the courts of any other jurisdiction where you have assets. To the

extent allowed by law, we may take proceedings in any number of jurisdictions at the same time. You may only initiate an action in the courts of Brunei Darussalam.

Serving documents

31.52 Without preventing any other method of service, any document in a court action may be served on a party by being posted, delivered to or left at that party's address last notified.

Part J - What to do if you have a complaint

32 What to do if you have a complaint

- 32.1 We aim to provide excellent customer service. If you think we have failed, you should let us know so that we can try and put things right. Also, by telling us where you think we have failed, we will be able to provide you with a better service in the future. Please contact us (see “How to contact us” at the front of these Customer Terms) if you need assistance.

Part K - Meaning of words

33 Meaning of words

You also need to refer to the *product terms* which also define key words specifically applicable to the *product*. If a word defined in these Customer Terms is also defined in any *product terms*, the definition in the *product terms* applies for the purposes of the applicable *product*.

account means, for a *product*, the account opened and maintained by us for you in respect of it.

application means, for a *product*, a Standard Chartered Bank application form or a similar document signed or submitted by you together with all related forms and consents signed or agreed to by you in connection with your application for the *product* or your request to access the *product* through our *electronic transaction services*.

approval means, for a *product*, our confirmation to you that use of the *product* is approved by us or you have been approved to access or use the *product* in any manner including through our *electronic transaction services*.

ATM means automatic teller machine. It includes any machine or device which allows cash to be withdrawn from it and which may accept deposits of cash or cheques.

authorised person means any person you authorise (either alone or collectively) and we approve to operate an *account* and to act on your behalf in giving instructions, to perform any other acts under our securities brokerage agreement or use any *product*. It includes any person given a *security code* to allow them to give instructions.

balance owing means, for the *account* we maintain for a particular *product*, at any time, the difference between all amounts credited and all amounts debited to you in connection with that *account* at that time. When this amount is to be calculated for the end of a day, it includes all debits and credits assigned to that day.

base currency means, for a *product*:

- in the case of a loan, the currency in which the limit is expressed; or
- in any other case, the currency of the place where the *product* is provided to you.

card means an *ATM card*, a *debit card*, a *credit card* or a *prepaid card* or all of them, as the context requires.

card association means Visa International, MasterCard International or any other card association.

circumstances beyond our control means circumstances beyond our reasonable control including natural events, steps taken or policies imposed by authorities, adverse market or trading conditions, failure of third parties, failure of communication or computer facilities and civil disturbances.

consolidated statement means a single statement setting out details (including the *balance owing*) for all *products*.

costs includes costs, charges and expenses, including those in connection with legal advisers.

credit card means a credit card with the branding of a *card association* issued by us on an *account* in accordance with credit card *product terms*.

default means any of the events described or referred to in clause 22.3 (Termination by us);

default rate means, for a *product*, the rate of interest we charge on overdue amounts for the *product* (which is higher than the usual interest rate).

electronic alerts means an *electronic transaction service* provided by SMS or email by which we send you SMS or email messages to alert you to certain types of transactions or to provide financial information, as offered by us and selected by you.

electronic transaction services means services provided by us which enables you or an *authorised person* to obtain information from us or give instructions to us through *electronic equipment*.

electronic transaction service software means any software and other information we allow you to use to access and use *electronic transaction services*.

electronic equipment means any electronic equipment including an electronic terminal (for example, a *merchant terminal* or *ATM*), computer, cash deposit machine, television, fax machine, telephone and mobile telephone.

eStatement means statements sent to or accessed by you by electronic means.

electronic transaction software means any software we supply to you or which you are required to download for the purpose of accessing the *electronic transaction services*.

Insolvency or insolvent means, for a person, the occurrence of any corporate action, legal proceedings or other step in relation to:

- suspension of payments, moratorium of indebtedness, bankruptcy, winding-up or composition or arrangement with creditors;
- the appointment of a receiver, administrator in respect of that person or any of their assets;
- attachment, sequestration, distress or execution affecting any of their property or the enforcement of any *security interest* over their assets,

or any thing which has a substantially similar effect to any of these things happening in any jurisdiction.

letter of offer means, for a *product*, any letter of offer or similar document from us offering to provide you with the *product*.

linked account means an *account* which is linked to a *card*.

loss includes any loss (including loss of profit or expected savings), damage, demand, claims, liabilities and *costs* of any kind (whether direct or indirect).

merchant means a merchant at whose outlets we have authorised the use of *cards*.

mobile app means our mobile application installed on your mobile or communications device and through which you provide instructions to us and access *mobile securities brokerage*

mobile securities brokerage means the facility provided by us which allows you access to your *account(s)*, conduct transactions and subscribe to such other *products* and services as may be provided on your mobile or communications device via the *mobile app*.

mobile securities brokerage user ID is the personal identification you use to log in to carry out *mobile securities brokerage* via the *mobile app* that you have downloaded on your mobile or communications device.

mobile phone number means the mobile phone number specified by you on our website, through the client centre or in writing either through any form provided by us or for using our *electronic transaction services*.

nominated account means an *account* which you and we have agreed is to be the *account* used for the purposes of transactions in connection with a *product*.

one time password means a uniquely randomly generated *one time password* that is required to access certain facilities that are part of our *electronic transaction services* which we will provide to you using your *mobile phone number* that has been registered with us or via *security token* or such other agreed method.

online securities brokerage means the *electronic transaction services* provided by the internet.

online telegraphic transfer means an instruction given by you or an *authorised person* by the *electronic transaction services* for an international funds transfer.

other arrangement with us means:

- each *security*; and
- each other arrangement (including an agreement or a *security interest*) under which you or any *security provider* has or could in the future have obligations to us or any member of the *Standard Chartered Group*. It does not include any securities brokerage agreement.

personal information means information that identifies a particular individual and includes personal details (for example name, personal identification details, and date of birth), contact details (for example telephone number, *mobile phone number* and email address) and employment details;

PIN/password means the personal identification number or question or other code or information given to, or selected by, you or an *authorised person* that is used to confirm your or their identity when they access an *account*.

preferences means the customised preferences that are required to be set by you with us which shall enable us to send you *electronic alerts* with respect to our *electronic transaction services*.

product means each facility, product or other service we may make available to you under the respective securities brokerage agreements that you have with us. It includes any component comprising the *product* including an *account*.

product brochure means, for a *product*, a brochure describing the features of the *product*. The brochure may not necessarily be called a 'product brochure'.

product terms means, for a *product*, the specific terms and conditions that apply to it, in addition to these Customer Terms. These are available to you at our branches and our website and may include a *product brochure*.

security means any *security interest* granted to us in connection with our securities brokerage agreement. It includes any *security interest* given under Part H (Security).

security code means all confidential codes, user names and passwords, *PIN/password* and information or a physical device (for example, security token or electronic key) that you or an *authorised person* must use to confirm your or their identity when you or they access an *account* using our services including our *electronic transaction services*.

security interest means any security for the payment of money or performance of obligations including a mortgage, charge, pledge, lien or guarantee and indemnity.

security provider means each person who provides *security*.

security token means any security device issues and designated by us as a means of identifying you or providing you with security codes to use our *electronic transaction services*.

SMS means a Short Message Service using a mobile telephone.

SMS securities brokerage means the *electronic transaction services* provided to you by *SMS*, by which you have access to *accounts*.

source account means the *account* designated by you, from which funds are to be used for a fund transfer under the *fund transfer services* or a payment under the bill payment services. The *source accounts* designated for separate transactions may be different *accounts*.

Standard Chartered Group means each of Standard Chartered PLC and its subsidiaries and affiliates (including each branch or representative office).

tariff booklet means, for a *product*, a document (which may not necessarily be called a 'tariff booklet') setting out some of the fees and *costs* that may apply to a *product*.

Tax means any tax, levy, impost, duty or other charge or withholding of a similar nature (including any penalty or interest payable in connection with any failure to pay or any delay in paying any of it).

we means each member of the *Standard Chartered Group* identified in the *application* or the *approval* as the person providing the *product* (or any component of the *product*) to you, and its successors and assigns.

you means the person named as the applicant in the *application*. If there is more than one, you means each person separately as well as every two or more of them jointly. It also refers to you, your joint account holder and/or an *authorised person*, where applicable.

your system means the equipment and software belonging to and used by you to access our *electronic transaction services*.

The singular includes the plural and vice versa.

Headings in our securities brokerage agreement are for convenience only and do not affect their interpretation.

A reference to:

- our "securities brokerage agreement" means, for a *product*, the agreement between you and us made up of the applicable documents set out in clause 1.4;
- a "banking day" is a reference to a day when banks are open for general banking business in Brunei Darussalam;
- "person" (including you) includes an individual, a partnership, a body corporate, an unincorporated association, a government, a state, an agency of a state and a trust;
- a person (including you and us) includes that person's executors, administrators, successors, substitutes (including by novation) and assigns and our securities brokerage agreement binds those persons and the joint account holder where applicable;
- "including", "such as" or "for example" when introducing an example does not limit the meaning of words to which the example relates to that example or examples of a similar kind;
- a law includes any regulation, rule, official directive, request, or guideline (whether or not having the force of law) of any authority;
- a document includes any variation or replacement of it and any reference to any details set out in a document (for example, limits, fees, interest rates or repayment arrangements) is a reference to those details as varied in accordance with our securities brokerage agreement or as otherwise agreed; and
- any thing includes any part of it.