

Welcome to Standard Chartered Bank Commercial Banking

Standard Chartered welcomes this opportunity to provide account and account related services to you.

Account Opening and Account Related Services Documentation

This Documentation Pack includes all you need to open account(s) and for the services you require.

The documentation we request from you (as indicated in the checklist) is a necessary requirement, prescribed by local laws and regulations and/or international standards, which helps the bank with its “Know Your Customer” (KYC) policy and is an integral part of a global effort to combat money laundering, terrorist financing and fraudulent activity.

We seek your understanding and cooperation in furnishing the required documents and appreciate your time and effort in doing so.

Again, we welcome this opportunity to provide our services to you. If you have any questions on this Documentation Pack, please contact your Relationship Manager or local branch.

Standard Chartered – Leading the way in Asia, Africa and the Middle East

Standard Chartered has an extensive global network of over 1,700 branches in over 70 countries in the Asia Pacific Region, South Asia, the Middle East, Africa, the United Kingdom and the Americas. As one of the world’s most international banks, Standard Chartered employs over 80,000 people, representing 115 nationalities, worldwide.

Standard Chartered provides services in trade finance, cash management, lending, securities services, foreign exchange, debt capital markets and corporate finance. We are well established in growth markets and aim to be the Right Partner for our customers, combining deep local knowledge with global capability to offer a wide range of innovative products.

Standard Chartered Account Opening Application Form (China)

For customers incorporated in China only

Please complete in BLOCK LETTERS and “√” or “x” where applicable.

Standard Chartered Bank (China) Limited _____ Branch New Account Additional Account

APPLICATION'S PARTICULARS

Name (Insert **FULL** legal name exactly as it appears in the Constitutional Documents)

In English _____

In local language _____

Country of Incorporation _____ Date of Incorporation (dd/mm/yyyy) _____

Registration Number _____ Tax Certificate Number _____

Registration Address _____

Correspondence Address _____

Addressee Name _____ Post Code _____

Telephone _____ Fax _____

SWIFT Address _____ Website _____

e-statement & e-advice (non payroll)

Email Address _____ Email Address _____

Email Address _____

Payroll e-statement & e-advice

Email Address _____ Email Address _____

Shareholder's Economic Sector State Holding Collective Holding Private Holding HK Macao and Taiwan Holding Foreign Holding

BUSINESS ACTIVITIES

- Manufacturing Financial Export/import Services Trading
 Retailing Consultant Wholesaler Commission Agents
 Others (Please specify) _____

Commodities/Service Handled (Please specify) _____

Major Transaction counterparties (i.e. top 3 suppliers, customers and/or group companies. Please specify) _____

LEGAL STATUS

- Limited Partnership Sole Proprietorship Society/Association/Club

Name of Proprietor (for Sole Proprietorship only) _____

Others (Please specify) _____

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Account Opening Application Form (China)



CONTACT PERSON NAME	TITLE	ROLES	TELEPHONE	MOBILE	AUTHORIZED ACTIVITIES
		Legal Representative Person in charge of Company			Account Opening Procedures
		Person in charge of Finance			Account Opening Procedures
					Call-back contact person for large value Transactions
					Call-back contact person for large value Transactions

Note: "Large value Transaction" is determined by the Bank at its sole discretion in accordance with regulatory requirements and from time to time.

ACCOUNT TYPE	CURRENCY	PURPOSE EXPLANATION OF OPENING ACCOUNT*	BANK USE ONLY	
			Account Number	Product Sub Code
		Business Operation Others_____		
		Business Operation Others_____		
		Business Operation Others_____		
		Business Operation Others_____		

Existing Relationship with Standard Chartered Bank (China) Limited _____

Group Name to which the applicant belongs _____

DECLARATION

We apply to open the above Account(s) with Standard Chartered Bank (China) Limited (the "Bank"). The information provided in this form and in any other document(s) provided by us to the Bank is true, accurate and complete. The Bank may decline our application without providing any reason, in which event no contractual relationship will arise between the Bank and us.

We acknowledge that:

(1) we have received, read in detail, fully understood and hereby accept all the Bank's prevailing Account Terms, Standard Terms, consolidated Country Supplement, SME Country Supplement and the terms contained in this form ("Terms"), and we agree to be bound by them in connection with all Accounts opened by us with the Bank;

(2) we hereby confirm that we have already received, read in detail, fully understood and hereby accept <The Letter Regarding Protection of Disclosure of Personal Financial Information>(the "Information Protection Letter"), and hereby authorize the Bank to obtain, use and disclose our or the Information Owner's Personal Financial Information, and use and further disclose it within the permitted scope. If before giving the authorization we need notify the Information Owner and/or any other third party or seek their consent or obtain any approval, we confirm we have already notified or obtained such consent or approval. If our authorization or confirmation hereunder is unauthentic or misleading, we shall be liable for any claim, prosecution, compensation demand or similar complaint raised by any third party (including any Information Owner) against the Bank, including without limitation any legal fees and litigation costs incurred by the Bank. Unless we revoke the authorization in writing or on behalf of the Information Owner, the Authorization shall be ongoing effective.

We acknowledge that the Bank has, at our request, fully and completely explained the Terms and the Protection Letter to us, and have brought to our attention the terms that may increase our liability, limit our rights, or may exclude or limit the Bank's liabilities (including those terms set out in bold). We have sought independent advice from our legal or other external advisors in respect of the Terms, the Protection Letter and this form, prior to our execution of this form. Our acceptance of the Terms and the Protection Letter and execution of this form is based solely on our independent decision and judgment. We further agree to be bound by any additional terms and conditions governing any facilities, products and/or services offered by the Bank as we may apply for and/or utilize from time to time.

Tick box if the Bank should act on any Instruction (including emergency) received by Fax. Fax Confirmation will be conducted with the Authorised Person authorised above as "Call-back contact person for large value Transactions".

Note: unless you separately apply to Bank for paper statements or advice, only e-advice or e-statement is available to you.

Approving Signatory

Name

Date (Day/Month/Year)

Approving Signatory

Name

Date (Day/Month/Year)

Approving Signatory

Name

Date (Day/Month/Year)

Approving Signatory

Name

Date (Day/Month/Year)

REMARKS (BANK USE)

RM Code _____

Customer Segment Code _____

ISIC Code _____

Institution Classification _____

Bundle Product _____

Segment Code _____

Customer Type _____

Credit Grade _____

GL Department ID _____

Verified By _____

Approved By _____



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Mandate

To: **Standard Chartered Bank (China) Limited 渣打银行(中国)有限公司** (the “Bank”)

Date: _____ (Day/Month/Year)

I, the legal representative (or responsible person) of the Client, confirm as follows:

(Sign) (Company Chop)

Name : _____

Title : _____

Name of the Company/Institution/ Partnership (the “Client”)	
Country of incorporation/establishment	
Registration Number	

AUTHORISATION

1. **Approved Transactions:** it is in the best interest and for benefit of the Client that Client enters into and accepts the following banking, financial and/or commercial transactions and services offered by the Bank from time to time (whether orally, in writing or through an electronic messaging or dealing system or other channel) (the “**Transaction(s)**”):
 - (a) opening bank accounts of any type (the “**Account(s)**”), including all associated actions as account modification, daily operation, account reconciliation, account closure and so forth;
 - (b) entering into cash management, entrustment loan, trade banking, electronic banking, channel services and / or any other related service with the Bank.; and
 - (c) conducting foreign exchange spot and/or forward transactions.
2. **Powers of Approving Signatories:** the Approving Signatories listed in Part A portion of the Bank Signature Card may from time to time, on behalf of and in the name of the Client:
 - (a) complete, execute and deliver any agreements, instructions, notes, forms, confirmations, settlement instruments (such as cheque, bill of exchange, and etc), notices, certificates, fee letters and other documents (whether in writing or through an electronic messaging or dealing system or other channels) (the “**Document(s)**”) required by the Bank and / or the Client in connection with the Transaction(s), accept terms and conditions in the Document(s) and/or take any other action as the Approving Signatories may deem necessary or desirable in connection with the Transaction(s) for and on behalf of the Client;

MAKER 1:.....

MAKER 2:.....

CHECKER 1:.....

CHECKER 2:.....

- (b) enter into the Transaction(s) (whether orally, in writing or through any electronic messaging, communications, dealing system or other channels);
- (c) provide binding instructions, notices or other directions in connection with the settlement or performance of the Transaction(s) or the operation of the Account(s) (whether orally, in writing or through any electronic banking services or channels) and/or take any other action which the Approving Signatories may deem necessary or desirable in connection with the Transaction(s) or the Account(s) for and on behalf of the Client;
- (d) agree, amend, supplement, restate or replace the terms of any Document(s) referred to in the foregoing;
- (e) amend the list of Approving Signatories as specified in Part A portion of the Bank Signature Card;
- (f) appoint any affiliated company of the Client (or its representative) as the agent of the Client for the purposes of any netting, aggregation, pooling arrangement or such other liquidity management services (whether notional or actual) with the Bank and / or any affiliate of the Bank to which the Client is a party and have the power to act on behalf of the Client to carry out the purpose and intent of the foregoing resolutions. These arrangements, together with any associated guarantee by the Client of the obligations of its affiliates participating with the Client in such arrangements, including debit balances on their participating accounts, shall be in the commercial interest and to the benefit of the Client; and
- (g) otherwise bind the Client in accordance with the terms of, and to perform any act permitted to be performed by an "Authorised Signatory" and/or "Authorised Person" (as such term is defined in the Documents to which the Client is a party).

Exceptionally,

- (h) the above excludes signing authority on confirmations with regard to foreign exchange forward transaction;
- (i) the above excludes signing authority on documents with regard to S2BX service unless the signing purpose is to settle Transaction(s) made through S2BX service.

3. **Approving Signatory's power to sub-delegate to Authorised Signatories:** The Approving Signatories listed in portion A of the Bank Signature Card may from time to time, on behalf of and in the name of the Client, appoint any person(s) or agent(s) as specified in Part B portion of Bank Signature Card and/or in any other document ("**Authorised Signatories**") to act on the Client's behalf to carry out the purposes and intent of the foregoing resolutions (excluding above 2(e) and this paragraph 3) as well as amend or revoke any such delegation.
4. **Ratification:** Any action taken or omission of action by any person on behalf of the Client in connection with the Transaction(s) or Document(s) prior to this Mandate be ratified, confirmed and approved in all respects.
5. **Duration:** This mandate will remain in force unless and until the Client delivers to the Bank new mandate revoking, amending or superseding these authorisations and the Bank has had a reasonable opportunity to update its records.

MAKER 1:.....

MAKER 2:.....

CHECKER 1:.....

CHECKER 2:.....

The Letter Regarding Protection of Disclosure of Personal Financial

Dear Sir / Madam / Client,

We are grateful for your choice of Standard Chartered Bank (China) Limited (the "Bank"). The Bank respects your and/or the Information Owner's privacy related to the Personal Financial Information¹, and undertakes to keep the Personal Financial Information confidential in accordance with relevant laws.

However, due to the necessary demands of the Bank's business operation and management, the Bank may need from time to time to obtain, use and disclose to any third party your and/or the Information Owner's Personal Financial Information² for specific reasons and purposes³.

As required by regulatory authority, **the Bank hereby issues this Letter to seek your authorization on behalf of yourself or the Information Owner regarding collection, storage, use and external disclosure of the Personal Financial Information.** Please carefully read the following Customer Authorization and the relevant terms and conditions and ensure you have fully understood them. If you have any queries, you and/or the Information Owner may request the Bank to make further illustration and explanation for any terms, and if necessary, you and/or the Information Owner may also seek independent consultants' opinions.

Customer Authorization

I/We hereby authorize Standard Chartered Bank (China) Limited (the "Authorized Party") to obtain, use and disclose my/our or the Information Owner's Personal Financial Information, and use and further disclose it within the permitted scope.

If before giving the authorization I/we need notify the Information Owner and/or any other third party or seek their consent or obtain any approval, I/we confirm I/we have already notified or obtained such consent or approval. If my/our authorization or confirmation hereunder is unauthentic or misleading I/we shall be liable for any claim, prosecution, compensation demand or similar complaint raised by any third party (including any Information Owner) against the Authorized Party, including without limitation any legal fees and litigation costs incurred by the Authorized Party.

Unless I/we revoke the Authorization in writing or on behalf of the Information Owner, the Authorization shall be ongoing effective.

This Authorization shall be legally binding. In case of any inconsistency between the provisions regarding obtaining, use and disclosure of the Personal Financial Information in this Authorization and the Service Terms and Conditions / General Terms / Account Terms (depending on types of customers) signed with the Authorized Party, this Authorization shall prevail.

Definitions and Descriptions

- 1. Personal Financial Information refers to your own information and/or (where you are a company) the information of other natural persons related to you (such as the legal representative, shareholders, directors etc. , hereinafter referred to as "Information Owner"), which is informed by you**

¹ See Definition 1.

² See Definition 2.

³ See Description 3.

or legally obtained by the Bank in the process of offering banking services as requested by you or our client who is connected to you (e.g., you are a personal guarantor for the loan the Bank provides to the client), including the identity information, wealth information, account information, credit information, financial trading information and other personal financial information in accordance with relevant regulations and rules.

2. A third party refers to:

- 2.1 Any Bank Member and representatives in any jurisdiction, regardless whether it is located in the same jurisdiction of the Bank (together with the Bank, the "Permitted Parties");
- 2.2 Any professional adviser, insurer or insurance broker or service provider of the Permitted Parties who is under a duty of confidentiality to the Permitted Parties;
- 2.3 Any actual or potential assignee, novatee, transferee, participant or sub-participant in relation to any of the Bank's (including any branch) rights and/or obligations under any agreement between you and/or the Information Owner with the Bank (or any agent or adviser of any of the foregoing);
- 2.4 Any rating agency or direct or indirect provider of credit protection to any of the Permitted Parties;
- 2.5 As required by any law or any government, quasi-government, administrative, regulatory or supervisory body or authority, or tribunal with jurisdiction over any of the Permitted Parties; or
- 2.6 Any other third party to whom you and/or the Information Owner has agreed to disclose.

To the above, the Bank Member refers to Standard Chartered PLC or any of its Subsidiaries or its Holding Company or any other Subsidiaries of that Holding Company and including head offices and branches of the foregoing. The Holding Company means, in relation to a company, a company in respect of which such company is a Subsidiary. The Subsidiary means, in relation to a company, any other company which is Controlled, directly or indirectly, by such company, or more than half the issued share capital of which is beneficially owned, directly or indirectly, by such company, or which is a Subsidiary of another Subsidiary of such company. For the purpose hereof, Control means where one entity (either directly or indirectly and whether by share capital, voting power, contract or otherwise) has the power to appoint and/or remove the majority of the members of the governing body of another entity or otherwise controls or has the power to control the affairs and policies of another entity and such entity is taken to be Controlled by the first entity.

- 3. The reason and purpose of the Bank's obtaining, use and disclosure of your and/or the Information Owner's Personal Financial Information may be one or more than one of the followings:**

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The Letter Regarding Protection of Disclosure of Personal Financial



- 3.1 To evaluate your and/or the Information Owner's credit status, to process loan, financing request or other banking services;
- 3.2 To ensure the Bank can provide and maintain regular banking services, e.g., the information storage or other outsourcing services provided by any Related Company to the Bank, debt collection agency or printing vendor etc.;
- 3.3 To ensure regular credit check and post-loan management;
- 3.4 To assist other institutions to conduct credit checks and collect debts;
- 3.5 To ensure ongoing credit worthiness of you and/or the Information Owner;
- 3.6 To design financial products, financial services or related products;
- 3.7 To market financial products, financial services or related products, including but not limited to the marketing to you and/or the Information Owner via brochure, telephone calls, short message, fax and email;
- 3.8 To determine your and/or the Information Owner's amount of indebtedness owed to or by the Bank;
- 3.9 To collect and liquidate debts, including without limitation the enforcement of creditor's rights or security interests;
- 3.10 To disclose according to the laws binding on the Bank or otherwise as required by any regulatory authority to which the Bank is subject;
- 3.11 To disclose to the actual or potential assignee, or participant or sub-participant in relation to any of the Bank's rights and/or obligations and their agents and consultants so that they can evaluate the intended assignment, participation or sub-participation, to facilitate the Bank to re-allocate and transfer its asset in the secondary market for a financial management purpose;
- 3.12 To disclose so that relevant information and data can be consolidated from the perspectives of accounting, audit, financial, tax and compliance in accordance with applicable laws or exchange rules as the Bank's group or any related company is a listed company or an institution particularly chartered;
- 3.13 To disclose to service providers who offers hubbing processing and other outsourcing services to the Bank which is an integral part of banking services;
- 3.14 To disclose to insurance companies, professional consultants and audit agencies for risk diversification or assessment purposes;
- 3.15 To disclose to rating agencies, insurance institutions and credit protection providers which is necessitated by the inherent design of relevant financial products; and
- 3.16 To disclose for other purposes relating to the above and as agreed with you and/or Information Owner.

(This document is drafted in both Chinese and English, and the Chinese version shall prevail in case of any inconsistency.)

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Standard Chartered Account Terms

1. Introduction

- 1.1 The Standard Terms are incorporated into these Account Terms.

2. Definitions

Capitalised terms used but not defined in these Account Terms have the meanings set out in the Standard Terms.

“**Account Opening Application Form**” means Our Application Form which You sign to open an Account.

“**Cash Deposit**” means a deposit made by cash or electronic transfer.

“**Collection**” means for any Non-Cash Deposit the process where We obtain or try to obtain payment in cleared and unconditional funds from the relevant drawer/payer and “**Collect**” has the corresponding meaning.

“**Deposit**” means any deposit of money made by You or on Your behalf into an Account.

“**Master Account**” means an Account You designate for Virtual Account Numbers to be credited.

“**Non-Cash Deposit**” means a Deposit made other than by cash or electronic transfer.

“**Virtual Account Numbers**” means virtual account numbers which We provide for You to assign to Your payers.

“**Withdrawal**” means any withdrawal or transfer made by You or on Your behalf from an Account.

3. Deposits

- 3.1 **Cash Deposits:** We will credit the relevant Account with an amount equivalent to any Cash Deposit. Any amount standing to the credit of an Account is only repayable at the Service Location where such Account is maintained.
- 3.2 **Non-Cash Deposits:** The amount of a Non-Cash Deposit will be credited to the Account when presented to Us for Collection but You will not be entitled to Withdraw or transfer the amount credited before We receive full and final payment unless We otherwise permit.
- 3.3 **Credit:** We may, at Our discretion, give immediate credit for Non-Cash Deposits up to a limit (specified by Us) and irrespective of whether or not We have received payment.
- 3.4 **Uncleared Deposits:** We may decline to credit Your Account with the value of any Non-Cash Deposit received standing uncleared. In such event, We will return such Non-Cash Deposit to You or, if requested by You, re-present such Non-Cash Deposit for Collection.
- 3.5 **Debiting Your Accounts:** We may treat any Non-Cash Deposit where no value is received by Us within 14 days (or such other time as may be agreed) as being unpaid. All charges incurred (including exchange rate differences, if any) will be for Your account.
- 3.6 **Deposit Slip:** If the Deposit slip accompanying a Non-Cash Deposit contains errors or omissions, We may amend the Deposit slip. Our amended version is conclusive for all purposes.
- 3.7 **Direct Debit Collection Services:** We will upon Your Instructions accept and act upon Your claims for payments

to You from persons who have duly authorised and instructed their bankers to debit their accounts and transfer the amount debited through a direct debit or other appropriate clearing system to the credit of Your nominated Account with Us.

- 3.8 **Your Deposit Representation:** You represent and warrant that You have full legal title to the Non-Cash Deposit and accept full responsibility for the authenticity, validity and correctness of signatures, endorsements and particulars appearing on the Non-Cash Deposit.
- 3.9 **Exclusion:** Without affecting the Clause on Limitation of Liability in the Standard Terms, We are not liable for any Loss caused by any negligence, fraud or wilful misconduct or the insolvency of any correspondent bank or Our agent.
- 3.10 **Other bank's Fees:** You must pay any charges imposed by any other bank on You or Us for any Transaction.
- 3.11 **No grant of interest:** You must remain the owner of all credit balances held in an Account, and must not grant any rights, security or other interest to any third party.

4. Withdrawals

- 4.1 **Withdrawals:** We will only allow a Withdrawal from an Account where:
- there are sufficient funds in the Account for the Withdrawal;
 - Your Payment Instrument is drawn and properly completed in Our prescribed form; and
 - the Withdrawal is made in the Service Location where the Account is maintained.
- 4.2 **Stopping cheques:** If You want Us to dishonour any cheque that You have drawn on Your Account, You must notify Us in writing and provide all relevant information. We will try to stop or cancel the Transaction but will not be responsible if we cannot do so (including where the cheque has already been honoured).

5. Overdrafts

- 5.1 **No unauthorised overdrafts:** Your Account must not be overdrawn. If You have an overdraft limit, You must not exceed it.
- 5.2 **Overdraft requests:** Any overdrafts We approve for an Account may be subject to additional terms. Overdraft limits may be cancelled at any time.
- 5.3 **Automatic overdrafts:** If We allow Your Account to be overdrawn without Notifying You, this Clause on Overdrafts will apply.
- 5.4 **Repayment on demand:** You must repay any debit balance on an Account on demand.
- 5.5 **Interest:** We will charge You interest on all overdrafts. Interest will accrue on a daily basis at the rate We Notify You from time to time calculated in accordance with Our usual practice in the Service Location.

6. Account Information

- 6.1 **Frequency and method:** We will send You Account statements and advices in accordance with Our usual procedures in the Service Location.

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Account Terms

- 6.2 **Verification of account information:** You must check Your Account statements, confirmations and advices. You must tell Us in writing of any mistakes within 30 days of the document date.

7. Interest on Credit Balances

- 7.1 We will pay You interest on your Account credit balances where We have expressly agreed to do so. Any interest payable by Us will be at the rate We Notify You or as displayed at the branch at which Your Account is held.

8. Responsibility for Payment Instruments

- 8.1 **Cheque books:** You are responsible for cheque book(s) sent to You in the mail even if someone else receives or uses them.
- 8.2 **Payment instruments:** If We are liable under the Standard Terms, Our liability is limited to the face amount of the Payment Instrument. You are responsible for and agree to indemnify Us on demand for any Loss We incur where We acted on a Payment Instrument even if:
- (a) someone else sent the Payment Instrument but it appeared that You sent it;
 - (b) there was a mistake in the Payment Instrument; or
 - (c) there were delays when the Payment Instrument was sent or received.

9. Virtual Account Numbers

- 9.1 **Provision of Virtual Account Numbers:** We may provide You Virtual Account Numbers linked to a Master Account at Your request.
- 9.2 **Deposits credited to Master Account:** Deposits made to the Virtual Account Numbers will be automatically credited to the relevant Master Account.
- 9.3 **Account statements:** We will send You Account statements showing Deposits made by reference to the Virtual Account Numbers.
- 9.4 **Change of Master Account:** You must notify Us in writing if You wish to change a Master Account. You will give Us reasonable time to act on such notice.

10. Suspension, Closure and Termination

- 10.1 **Closure of Accounts**
- (a) We can close or suspend Your Account at any time and will Notify You as soon as We can.
 - (b) We will close Your Account after We have received Your notice in writing and We will pay You any credit balance in Your Account after deducting any amounts You owe Us.
- 10.2 **Termination of the Agreement:** After all Your Accounts are closed, the Agreement is no longer effective except for the *Surviving provisions* under the Standard Terms. Any rights or obligations which have accrued on or before Account closure are still effective.
- 10.3 **Payments made after Closure:** If We process a Withdrawal after Your Account is closed, You agree to pay Us such amount on demand.
- 10.4 **Unclaimed Credit Balances:** We will not pay You interest on any unclaimed credit balance in a closed or suspended Account or an Account We have listed as dormant.
- 10.5 **Conversion of Account:** We will inform You where We convert one type of Account into another type of Account.

11. Inconsistency

- 11.1 If there is any inconsistency between:
- (a) these Account Terms and the Account Opening Application Form, the Account Terms prevail; and
 - (b) these Account Terms and a Country Supplement, the Country Supplement prevails.

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Standard Chartered Standard Terms

1. Definitions and Interpretations

1.1 Definitions:

“**Account**” means any bank account (including any sub-account You hold with Us.

“**Affected Instruction**” means an Instruction We think is unclear, conflicting, incorrect, incomplete, unauthorised or would breach any applicable law, order or sanction of any Authority.

“**Affiliate**” means, in relation to a company:

- (a) any of its Subsidiaries;
- (b) any of its Holding Companies; or
- (c) any other Subsidiary of any such Holding Company, including head offices and branches of the above.

“**Agreement**” means the contract between the Parties comprising of these Standard Terms, the relevant Country Supplement, the relevant Service Supplements and any other terms and conditions agreed between the Parties.

“**Application Form**” means an application form We provide or make accessible to You in which You apply to Us for any Service (including a supplemental application form).

“**Authorised Person**” means any person You designate in writing as having the authority to act on Your behalf.

“**Authority**” means any government, quasi-government, administrative, regulatory or supervisory body or authority, court or tribunal with jurisdiction over Us or a Bank Member.

“**Banking Day**” means a day when banks are open for general banking business in the Service Location.

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

“**Channel**” means any system, medium or channel (including internet, telephone, SWIFT Message, Mobile Device, fax and email) which enables You to access and use the Services.

“**Client Group Member**” means You or any of Your Affiliates.

“**Client ID**” means the unique means of identification (in the form of a combination of a password, PIN, personal identification or an Electronic Key) assigned to or selected by You.

“**Client Systems**” means any communication line, modem connection or other facilities, software, hardware, Mobile Devices or equipment provided and used by You to transmit or receive any information.

“**Control**” means where one person (either directly or indirectly and whether by share capital, voting power, contract or otherwise) has the power to appoint and/or remove the majority of the members of the governing body of another person or otherwise controls or has the power to control the affairs and policies of that other person and that other person is taken to be “**Controlled**” by the first person.

“**Country Supplement**” means each country supplement for a Service Location.

“**Digital Certificate**” means an electronic device used to verify identity or protect electronic messages.

“**Electronic Keys**” means a smart card, security token, electronic key or other similar authentication or verification device in any form.

“**Force Majeure**” means, any:

- (a) flood, storm, earthquake or other natural event;
- (b) war, hostilities, terrorism, revolution, riot or civil disorder;
- (c) strike, lockout or other industrial action;
- (d) change in any law or any change in the interpretation or enforcement of any law;
- (e) act or order of any Authority;
- (f) order of any court or other judicial body;
- (g) restriction or impending restriction on the availability, convertibility, credit or transferability of any currency;
- (h) computer system malfunction or failure or any third party interference with a computer system;
- (i) error, failure, interruption, delay or non-availability of any goods or services supplied to You or Us by a third party; or
- (j) other circumstance beyond Our reasonable control.

“**Holding Company**” means, in relation to a company, a company in respect of which the first named company is a Subsidiary.

“**Insolvency Proceedings**” means any corporate action, legal proceedings or other step in relation to:

- (a) suspension of payments, moratorium of indebtedness, bankruptcy, winding up, dissolution, administration and reorganisation (other than a solvent liquidation or reorganisation) or composition or arrangement with creditors;
- (b) the appointment of a liquidator (other than in respect of a solvent liquidation), receiver, administrator or similar officer in respect of You or any of Your assets;
- (c) expropriation, attachment, sequestration, distress or execution affecting any of Your assets or the enforcement of any security over Your assets; or
- (d) any analogous procedure or step in any jurisdiction.

“**Instruction**” means instructions in relation to any Account, Transaction or Service which:

- (a) contain the information We require to carry out the instructions;
- (b) We receive via any Channel as agreed by Us; and
- (c) We believe in good faith has been given by an Authorised Person and are transmitted with such testing or authentication as We may specify,

and “**Instruct**” has the corresponding meaning.

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

“**Losses**” means any losses, damages, demands, claims, liabilities, costs (including legal costs) and expenses of any kind (including any direct, indirect or consequential losses, loss of profit, loss of goodwill and loss of reputation) whether or not they were foreseeable or likely to occur.

“**Malware**” means any malicious or destructive software which may be hostile, intrusive or disruptive, including viruses, worms, trojans, backdoors, spyware or keyloggers.

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“Mandate” means Your corporate authorisation setting out the Authorised Persons' authority to act on Your behalf.

“Mobile Device” means any mobile communication device which a User or Authorised Person designates for accessing a Service.

“Notify” means Our disclosure to You of information by any of the following methods:

- (a) verbally;
- (b) handing over by Our officer;
- (c) in writing by post, fax or email; and
- (d) posting on Our Website,

and **“Notified”**, **“Notifying”** and **“Notification”** have corresponding meanings.

“Parties” means You and Us.

“Payment Instrument” means any cheque, traveler's cheque, demand draft, cashier's order, money order, postal order or other similar instrument.

“Personal Information” includes Your name, address, taxpayer identification number, other form of identification and that of Your direct or indirect beneficial owners, beneficiaries, controlling persons or their respective Relevant Data Subjects.

“PIN” means a secret number code unique to a User or a particular Electronic Key.

“Relevant Data Subject” means any person:

- (a) named in or who executes an Application Form or a Set-Up Form;
- (b) who is Your director or officer;
- (c) who is Your Authorised Person; or
- (d) specified by Us as such.

“Report” means, in relation to any Account, Transaction or Service, any data, report, statement or information requested by You.

“Restricted Party” means a person with whom a national of the United States or Member State of the European Union would be prohibited or restricted by law from Transacting.

“Sanctions” means the economic sanctions laws, regulations, embargoes or restrictive measures imposed by the governments of the United States, the European Union or any of its Member States.

“Security Procedures” means any instructions, recommendations, measures and procedures concerning security or authentication issued or made available to You.

“Service” refers to any banking facilities, Channel(s) functions and product and financial services We provide to You (whether or not related to an Account) including any ancillary activities, Transactions or services in connection with the foregoing.

“Service Level Agreement” means the procedural and operational requirements for a Service as agreed between the Parties.

“Service Location” means the country or territory in which We operate and provide Services to You as identified in the relevant Application Form.

“Service Supplement” means Our terms applicable to a Service You have selected.

“Set-Up Form” means a form setting out the set-up options You require for a Service.

“Software” means any software that We or Our supplier has supplied to You.

“Software Licence” means any licence granted to Us or You in connection with the Software.

“Standard Terms” means these standard terms.

“Straight2Bank Web” means Our internet-based Channel.

“Subsidiary” means, in relation to a company, any other company:

- (a) which is Controlled, directly or indirectly, by the first named company;
- (b) more than half the issued share capital of which is beneficially owned, directly or indirectly, by the first named company; or
- (c) which is a Subsidiary of another Subsidiary of the first named company.

“SWIFT Message” means electronic communications (which may contain Instructions) sent using the messaging services provided by the Society for Worldwide Interbank Financial Telecommunication SCRL

“System Materials” means all User Guides, Software, hardware, Electronic Keys, card readers, Digital Certificates and all other equipment, materials or documentation on any media made available to You.

“Tax” means any tax, levy, impost, duty or other charge or withholding of a similar nature (including any associated penalty or interest payable), whether required by law or pursuant to an agreement between Us and any Authority.

“Transaction” means any transaction:

- (a) made between the Parties;
 - (b) effected by Us on Your Instruction; or
 - (c) made between You and any other party
- and “Transacting” have the corresponding meaning.

“Transaction Terms” means the terms which govern each Transaction.

“User” means anyone You authorise to use any Service on Your behalf.

“User Guides” means the operating and procedural guides, manuals or technical specifications provided to You in connection with an Account or a Service.

“User ID” means the unique means of identification (in the form or a combination of a password, PIN, personal identification or a Electronic Key) assigned to or selected by a User.

“Website” means the internet platform or website through which a Service is made available to You.

“We”, “Our” and “Us” means the Bank Member identified in the relevant Application Form as the provider of the relevant Service(s) in the relevant Service Location.

“You”, “Your” and “Yours” mean the person identified in the relevant Application Form as the client receiving the relevant Service(s) in the relevant Service Location.

1.2 Rules for Interpretation

- (a) **References to certain general terms:** Unless expressly stated otherwise in these Standard Terms:
 - (i) a reference to a person includes such person's executors, administrators, successors, substitutes (including by novation) and assigns;
 - (ii) a reference to a document includes any variation or its replacement;
 - (iii) “person” includes an individual, a partnership, a body corporate, an unincorporated association, a government, a state, an agency of a state and a trust;
 - (iv) the word “law” includes common law, principles of equity and laws made by parliament;
 - (v) a reference to a law includes any regulation, rule, official directive, request, guideline, sanction, embargo or restrictive measure (whether or not having the force of law) of any Authority and any

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- interpretation, application or enforcement of such law;
- (vi) the word “including” when listing examples, does not limit the list to such examples or examples of a similar kind;
- (vii) a gender includes all other genders;
- (viii) the singular includes the plural and vice versa;
- (ix) “writing” includes email, fax transmission or other electronic means of communication legibly received and “written” has the corresponding meaning.
- (b) **Headings:** Headings in these Terms are for convenience only and do not affect their interpretation.

2. Your Responsibilities

2.1 You must:

- (a) follow the User Guides and Our instructions relating to any Service and any Security Procedures;
- (b) follow all applicable laws;
- (c) provide Us with accurate and up to date information, any information and documents We reasonably request (including Personal Information We are required to provide under any agreement between Us and any Authority) and notify Us immediately of any changes;
- (d) get the consent of Relevant Data Subjects to Our collection, holding, storing, use, processing, transfer, disclosure and reporting (directly or indirectly) to any Authority of their Personal Information in accordance with this Agreement or as We may Notify You;
- (e) ensure that neither You nor any Client Group Member or persons associated directly or indirectly with You or any Client Group Member is a Restricted Party or has received notice of or is aware of any action, investigation or similar action against it with respect to any Sanctions and that no Service or Transaction (nor proceeds of the same) has or will be utilised either directly or indirectly for the benefit of any Restricted Party or in any manner that would result in any Client Group Member or Bank Member or agent thereof being in breach of any Sanctions (if and to the extent applicable to them) or becoming a Restricted Party;
- (f) keep the Systems Materials, the Client Systems, Client ID and User ID and all information relating to the Services secure and confidential so that only Your Users and Authorised Persons have access to them;
- (g) notify Us immediately if any System Materials, Client ID or User ID are lost, damaged, misused or used by any unauthorised person and inform Us immediately of any failure to comply with Security Procedures or any suspected problems with any Channel and help Us with Our reasonable requests to fix any problems;
- (h) take all reasonable measures to detect and prevent unauthorised access to the Services and implement and maintain appropriate and robust processes and controls that detect, prevent, remove and remedy threats to the introduction of any Malware into Client Systems, System Materials or Channels;
- (i) ensure Users and Authorised Persons do not share or disclose their relevant User ID or access a Service from a public internet access device or personal shared computer which You cannot ensure is secure;
- (j) ensure You have the necessary hardware, software and systems for using any Channels; and
- (k) comply with the terms governing any Channels, Services or System Materials not controlled by the Bank.

2.2 You confirm that:

- (a) any User identified in the Set-Up Form is authorised to receive Services and act on Your behalf and You will notify Us immediately if anything changes; and

- (b) We may disclose information provided by You or relating to You under a common Channel(s) set-up, to any Client Group Member.

2.3 You are responsible for any Electronic Key, Client ID, User ID, Digital Certificate or Mobile Device We provide to You or which You use to access a Service or to communicate with Us electronically or to give Us Instructions.

2.4 You shall be responsible for all Transactions that are automatically processed while We are complying with Your request to turn off Your User's access to Our System Materials.

3. Our Responsibilities

3.1 In providing the Services, We will:

- (a) use reasonable care and skill;
- (b) provide You with a revocable, royalty-free, non-exclusive, non-transferable Software Licence, if required for the Services;
- (c) use reasonable endeavours to re-establish any selected Channel under Our control which is interfered with or becomes unavailable or provide You with alternative facilities as soon as We can;
- (d) take all reasonable measures to prevent unauthorised access to any Channel We control except for the matters referred to in Your Responsibilities;
- (e) send You Reports You select in a Set-Up Form. For any Service not listed in the applicable Application Form, Reports will be governed by their Transaction Terms;
- (f) accept anyone who uses Your Electronic Keys, Client IDs, User IDs or Digital Certificates as being authorised by You to do so; and
- (g) not be responsible for providing you independent legal, tax, accounting, security and other advice in relation to any Account, Service, Transaction or Agreement with Us and We do not owe You any advisory, fiduciary or similar duties.

4. Instructions

4.1 **Replacing a Mandate:** We need 7 Banking Days from Our receipt of Your new Mandate to update Our records. We will continue to rely on the existing Mandate until then.

4.2 **Incomplete and inconsistent Instructions:** We may act on incomplete or inconsistent Instructions if We reasonably believe We can correct or clarify such information without referring to You.

4.3 **Refusing to act:** We may not process Your Instruction if:

- (a) We consider it an Affected Instruction;
- (b) the Security Procedures appear to have been breached or cannot be executed;
- (c) We have a valid reason for doing so; or
- (d) processing it may result in an unauthorised overdraft.

4.4 **Payment Instructions:** You authorise Us to send Your payment Instructions. You also authorise Us, any Bank Member or any third party who receives such Instructions to act on them as if You had sent the Instructions directly to them.

4.5 **Notice:** If We cannot process Your Instruction, We will Notify You as soon as We can.

4.6 **Stopping a Transaction:** We will try to stop or cancel a Transaction when You ask Us to but We will not be responsible if We cannot do so.

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5. Notices and Communications

- 5.1 **Form of notices and communications:** Notices and communications must be legible and sent to the designated department at the last notified contact details.
- 5.2 **When notices and communications to You are effective:** Unless otherwise provided, Our notices and communications to You are effective if:
- (a) sent by fax, at the time shown on the transmission report as being successfully sent;
 - (b) delivered personally, at the time of delivery;
 - (c) sent by post, 5 Banking Days after posting; and
 - (d) sent by any other Channels as Notified by Us, at the time effected.
- 5.3 **When notices and communications to Us are effective:** Your communications are effective when We actually receive them.
- 5.4 **Verbal or electronic Instructions and communications:**
- (a) We can act on Your Instructions or communications received verbally or through any Channel if We believe them to be genuine and complete. We may require Your confirmation prior to acting on such Instructions.
 - (b) You bear any risks in sending Your Instructions or communications verbally or through any Channel.
- 5.5 **Recording of telephone conversations:** Subject to any applicable law, We may record Our telephone conversations with You and use the recorded conversations or transcripts in any dispute in connection with the Agreement.

6. Digital Signatures and Electronic Contracts

- 6.1 **Digital signature:** Instructions and communications digitally signed and supported by a Digital Certificate or Electronic Key will have the same legal effect, validity and enforcement as if signed in writing.
- 6.2 **Electronic contracts enforceable:** You are satisfied that electronically executed contracts are enforceable and with all the legal risks associated with such contracts.
- 6.3 **Use of Mobile Devices:** (a) Our mobile banking functionality allows Your Users or Authorised Persons to view Reports or authorise Instructions on Straight2Bank Web via a Mobile Device; (b) When authorising Transactions via a Mobile Device, Your Authorised Persons may not be able to view the full details of the underlying Transaction at the time of authorisation. You bear any risks arising from any Instructions authorised through a Mobile Device (including the risk of fraud).
- 6.4 **Websites:**
- (a) For more efficient access to Our internet-based systems, We may put "cookies" temporarily on Your computer. You may disable the cookies, but in doing so, You may not be able to access all of Our Services.
 - (b) Some links on Our Website lead to websites not under Our control. We are not responsible for such websites nor for their content.
 - (c) For hyperlinks to Our other Websites, the terms of such other Websites apply. If there are no terms, the Agreement applies.

7. Authority of Your Authorised Person

- 7.1 **Acts of Authorised Person:**
- Unless You advise Us in writing otherwise (and We acknowledged such advice), an Authorised Person shall have the authority to give Instructions, sign any document and perform any act on Your behalf including:

- (a) agreeing, supplementing, restating or varying the terms of the Agreement, including the addition or removal of any Service; and
 - (b) instructing Us to include You in a common Channel(s) set-up created for all or certain Client Group Members and appointing any of Your Affiliates as an agent on Your behalf (including appointing any successor),
- You are bound by the actions of Your Authorised Person.

- 7.2 **Termination of Authorised Person's authority:** You may terminate an Authorised Person's authority by notifying Us in writing.

8. Amounts, Expenses and Debiting Accounts

- 8.1 **Amounts and expenses:** You must pay Us without set-off, deduction or counterclaim:
- (a) any fees or amounts due or payable under the Agreement, for any Transaction or as Notified by Us; and
 - (b) any expenses or Losses We incur in connection with the Agreement or for any Transaction.
- 8.2 **Clawbacks:** We may cancel, reverse or debit any payment We make under the Agreement or for any Transaction (including any interest paid):
- (a) to correct a mistake;
 - (b) where We have not received cleared and unconditional funds in full or promptly;
 - (c) where We are required to return the funds to the relevant payer or drawer; or
 - (d) where We have reasonable grounds for doing so.
- 8.3 **Debiting Your Accounts:** We may:
- (a) debit any amount due or payable under the Agreement or for any Transaction from any of Your Accounts with Us at any time; and
 - (b) charge interest on any amount due under the Agreement or for any Transaction at a rate We reasonably decide from the due date to Your actual payment date.

9. Arrangements with Financial Institutions

- 9.1 We may enter into fee and information sharing arrangements with a financial institution or a Bank Member. We may disclose information relating to You to such persons. If You ask, We will give You details of such arrangements.

10. Indemnity and Limitation of Liability

- 10.1 (a) **General exclusion of liability:** We are not liable for any Loss that You suffer or incur in connection with any:
- (i) Service, Channel, System Materials or Transaction;
 - (ii) act or omission on Our part; or
 - (iii) Force Majeure event,
- whether the Loss arises out of breach of contract, a tort, under statute or otherwise. We remain liable for Your direct loss caused by any fraud, gross negligence or wilful misconduct on Our part but exclude any liability for indirect or consequential losses or loss of profit whether or not they were foreseeable or likely to occur.
- (b) **Monetary Limitation:** In relation to Services accessed through a Channel, Our total liability for any claim for any Losses arising from failure or disruption of such Channel in any calendar year shall not exceed the higher of the total sum of the Service charges paid by You for the 90 days before the date of such Loss or US\$100,000.

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- 10.2 **Your indemnity:** You indemnify Us on demand against any Loss arising from or incurred by Us in connection with:
- (a) Our providing any Service to You;
 - (b) You or Your Authorised Person not complying with any obligation under the Agreement;
 - (c) Our acting or declining to act on Your Instructions; and
 - (d) Our holding any security or dealing with any secured asset.
 - (e) Our making currency conversions in accordance with the Agreement; and
 - (f) any Tax payable by Us on, or calculated by reference to any amount paid or payable by or to You under the Agreement (excluding any Tax payable by Us by reference to Our net income received or receivable by Us).

This indemnity is independent of Your other obligations under the Agreement and continues after such Agreement ends.

- 10.3 **Other limitations of liability:** Any other limitation of liability contained in any Service Supplement is in addition to and does not limit this Clause.

- 10.4 **Documents for transmission to third parties:** You are responsible for any document or data You provide Us for transmission to third parties and We are not responsible for and have no duty to review such documents before transmission.

- 10.5 **Notification to Us:** You must notify Us in writing within 6 months of becoming aware of the material facts of any claim You have against Us, failing which, You waive all Your rights to claim against Us.

11. Disclosure of Information

- 11.1 We will keep information, including Personal Information, provided by You or relating to You confidential except that We may disclose such information to:

- (a) any Bank Member;
- (b) any Bank Member's service provider, insurer or insurance broker or professional advisor who is under a duty of confidentiality to the discloser;
- (c) any actual or potential participant, sub-participant or transferee of Our rights or obligations under any Transaction between the Parties (or any of its agents or professional advisors); or
- (d) any rating agency, or direct or indirect provider of credit protection.

We, any Bank Member or third party referred to above may transfer and disclose any such information as required by law or by any Authority or by an agreement between Us and any Authority.

12. Dealings

- 12.1 **No dealings by You:** You may not assign, novate, transfer or otherwise deal with Your rights or obligations under the Agreement without Our consent.

- 12.2 **Dealings by Us:** We may assign, novate, transfer or otherwise deal with all or any of Our rights and/or obligations under the Agreement without any person's consent. You must comply with Our reasonable requests to give effect to the same including giving Your consents and signing documents.

13. Set-Off

- 13.1 We may set-off any amount You or any of Your Affiliates owe Us or any of Our Affiliates (whether or not due for payment) against any amount We owe You under the Agreement or any amount in any Account You hold with Us. We may do anything necessary to effect such set-off under this Clause

(including varying the date for payment of any amount by Us to You and making currency exchanges).

14. Currency Conversion

- 14.1 We may make currency conversions in respect of any amount received by Us from You or due to You from Us or arising from Your Instructions using Our applicable prevailing exchange rate. You must pay Our usual charges for such conversion.

15. Taxes

- 15.1 If You are required to deduct any Tax from a payment to Us, You must increase the amount payable so that We receive the amount We would have received if no deduction had been required.

- 15.2 If We are required to deduct any Tax from a payment to You, We do not have to increase the amount payable so that You receive the amount You would have received if no deduction had been required. Each Party agrees to deduct the amount for the Tax, pay the Tax to the relevant Authority in accordance with applicable law or agreement and give the original receipts to the other Party.

16. Termination and Suspension

- 16.1 **Termination by either Party:** Either Party may terminate the whole or any part of a Service, or the Agreement, by giving the other Party 30 days prior written notice.

- 16.2 **Termination by Us:** We may terminate the whole or any part of a Transaction, Service or the Agreement, immediately without prior notice:

- (a) if You breach any term of the Agreement or any other agreement between the Parties;
- (b) if You are the subject of any Insolvency Proceedings in relation to all or any part of Your revenue or assets;
- (c) if it is or is likely to become unlawful for either You or Us to perform our respective obligations under the Agreement;
- (d) if complying with the Agreement may cause Us to breach a regulatory requirement or any agreement between Us and any Authority or Our policy associated to any applicable law or order or sanction of any Authority; or
- (e) upon the occurrence of any circumstance affecting You or the Service which We reasonably consider exceptional.

- 16.3 **Our suspension:** We may suspend a Transaction and/or Service at any time. If We do, We will Notify You as soon as practicable.

- 16.4 **Your request to suspend:** We will suspend the whole or any part of a Service on Your request in writing.

- 16.5 **Instructions prior to termination or suspension:** Any Instruction given or any Transaction made prior to or at the time of termination or suspension will not affect a person's accrued rights and liabilities unless otherwise agreed.

- 16.6 **Surviving provisions:** The provisions relating to clawbacks, indemnities, limitation of liability, disclosure of information, set-off, currency conversions, taxes, return or destruction of materials, governing law and jurisdiction and the provisions under the heading, "General" survive termination of any Agreement.

- 16.7 **Force Majeure:** We may suspend providing any Service until a Force Majeure event has ceased.

- 16.8 **Return or destruction of materials:** Upon termination of the Agreement or closure of an Account, You must:

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- (a) return any materials relating to the Service We gave You; and
- (b) promptly follow Our reasonable instructions in connection with terminating the Service or closing the Account and certify to Us in writing that it has been done and sign and return any document We reasonably request.

17. Partnerships

- 17.1 **Liability:** For partnerships, all partners (on a joint and several basis) are bound by the Agreement, and liable for all debts and other liabilities owed by You to Us even if there are any changes in Your partnership or You implement a name change.
- 17.2 **Cessation as partner:** Any person who stops being a partner for any reason remains liable for all debts and other liabilities You owe Us which have accrued up to and including the date that such person ceases to be a partner.
- 17.3 **Continued dealings:** Unless You tell Us otherwise in writing, We may treat the remaining and/or new partners as having full authority to act on Your behalf.
- 17.4 **Notification of changes:** You must promptly notify Us in writing of any change in Your partners or name change.

18. Governing Law and Jurisdiction

18.1 Governing law

The contractual relationship between the Parties relating to:

- (a) opening and operation of Accounts, is governed by the laws of the Service Location in which an Account is maintained;
- (b) Services (other than Services relating to the opening and operation of Accounts) provided to a Client Group Member in one Service Location, is governed by the laws of that Service Location; and
- (c) Services (other than Services relating to the opening and operation of Accounts) provided to Client Group Members in more than one Service Location, is governed by the laws of England, starting from when the Services are provided or are to be provided in the second Service Location, but not retrospectively and continue to apply even if the number of Service Locations reduces to one.

18.2 Jurisdiction

- (a) The Parties submit to the non-exclusive jurisdiction of the courts of the jurisdiction whose governing law applies.
- (b) In addition to Our rights under sub-paragraph (a) above, We may take enforcement action in any jurisdiction where You perform Your business or have any assets.

18.3 **Waiver of immunity:** You irrevocably waive any sovereign and other immunity You may have in any jurisdiction from legal proceedings, attachment before or after judgment or execution of judgment.

19. Process Agent

- 19.1 **Appointment of agent:** If We request, You will irrevocably appoint a process agent as Your agent to receive any document in a court action in connection with the Agreement and notify Us of the name and address of the agent. If You fail to appoint such agent within 7 Banking Days, We may appoint a process agent for You and Notify You.
- 19.2 **Replacement agent:** If that person is no longer Your agent for that purpose, a replacement agent must be appointed immediately and You must notify Us of the replacement agent's name and address. If you fail to comply, We may

appoint a new agent for You. We will Notify You of the name and address of the replacement agent.

20. General

- 20.1 **Our agents:** We may employ independent contractors and agents (including correspondents) to perform any of Our obligations or a Service.
- 20.2 **Service Level Agreement:** Unless otherwise agreed, a Service Level Agreement has no legal effect.
- 20.3 **Intellectual Property Rights:** All Intellectual Property Rights in the System Materials or any Website remain vested in Us or any licensor or other person We have contracted with. You must not change, decompile, reverse engineer or make copies or derivative works of any Software or interfere with any Systems Materials or information stored on it or transfer, share or sub-license the Software or any System Materials or copy them without Our prior written consent.
- 20.4 **No breach:** Nothing in the Agreement obliges Us to do or omit to do anything if it would or might in Our reasonable opinion constitute a breach of Our policy or any applicable law or order or sanction of any Authority.
- 20.5 **Exclusions:** Except as expressly set out in the Agreement, the Services and the System Materials are provided on an "as is" and "as available" basis and all terms, conditions and warranties express or implied by law relating to the Services or the System Materials including but not limited to quality, availability, security and fitness for purpose are excluded to the extent permitted by applicable law.
- 20.6 **Banking Day:** We will only act on any Instruction or perform any Service on a Banking Day in the Service Location.
- 20.7 **Records and certificates and other information being conclusive:** All Our records of Your Instructions or reports, certificates and other information We provide You are based on Our records and are conclusive in the absence of manifest error. Any rate, price or an amount owing to or by You as Notified by Us is conclusive in the absence of manifest error.
- 20.8 **Entire agreement and non reliance:** The Agreement is the entire agreement between the Parties about its subject matter and replaces all previous agreements between the Parties on that subject matter and You have not relied on any oral or written representation or warranty made, or purportedly made, by Us or on Our behalf except as set out in such Agreement.
- 20.9 **Inconsistency:** If there is any inconsistency between:
- (a) these Standard Terms and the relevant Service Supplements or any other terms and conditions referred to in any Application Form, the latter prevails;
 - (b) these Standard Terms and the relevant Country Supplement, the Country Supplement prevails; and
 - (c) the English version of the Agreement and any translations, the English version prevails.
- 20.10 **Changes: We may change the Agreement or any Service and will Notify You of such change and the effective date of such change.**
- 20.11 **Severability:** If any term of the Agreement is invalid, unenforceable or illegal in a jurisdiction, only that term is severed for that jurisdiction.
- 20.12 **Cumulative rights:** The Parties' rights under the Agreement are in addition to any other rights, independent of the Agreement.
- 20.13 **Exercise of rights:** If We do not exercise a right or remedy under the Agreement, We may still exercise it later.
- 20.14 **Counterparts:** The Agreement may consist of a number of copies, each signed by one or more Parties to such Agreement. Such signed copies form one document.

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20.15 **Third party rights:** Unless stated otherwise in the Agreement:

- (a) a person not a party to the Agreement has no right to enjoy or enforce any benefit under it; and
- (b) the consent of any person not a party to the Agreement is not required to amend such Agreement.

21. Intermediaries

21.1 If You are an intermediary acting for a third party, You:

- (a) represent to Us that You have:
 - (i) satisfactorily performed all know-your-customer and other anti-money laundering checks in accordance with any applicable law or any act or order of any Authority and Your internal policies (including verification of the third party's identity and source of funds and nature of such third party's transactions); and
 - (ii) appropriate processes to detect and report any suspicious activity involving the third party; and
- (b) will keep the information obtained under sub-paragraph (a) above up to date.

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Standard Chartered Country Supplement (China)

For Services provided to You in or into China, the Agreement will be amended as follows:

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

Account Terms Country Supplement

1. Clause (Stopping cheques) shall not apply.
2. **Cheque Services**
 - (a) You are strictly prohibited from issuing cheques that are eventually dishonoured for insufficient funds in Your Account (each a "**Dishonoured Cheque**") and You will not sign or issue cheques using a signature or company seal that differs from Your specimen signature or company seal provided to Us.
 - (b) If You issue a Dishonoured Cheque or sign a cheque using a signature or company seal that differs from Your specimen signature or company seal without fraudulent intention, You will be subject to a penalty imposed by the People's Bank of China of the higher of 5 per cent of the face value of the cheque or RMB1000.
 - (c) If You issue, within a period of 1 year, 3 or more Dishonoured Cheques or cheques using a signature or company seal that differs from Your specimen signature or company seal, We have the right to refuse payment on the cheques and to stop providing cheque services to You or all settlement services.
3. All disputes under the Agreement will be submitted to the People's Court of the locality where the Account is opened and maintained.

Standard Terms Country Supplement

1. The Agreement will be written in Chinese and/or English. Despite Clause (Inconsistency), in the event of inconsistency, the Chinese prevails.
2. The following supplementary terms ("**This Supplement**") are applicable to all Customer's original documents to be delivered from Standard Chartered Bank (China) Limited (the "**Bank**") to customers (the "**Customer**") (this service hereinafter referred to as "**Documents Delivery**"), including without limitation: trade and freight documents, payment instruments, contracts, letters of credit, bonds/guarantees, blank bills or certificates, Customs Declarations, foreign exchange reporting bills (collectively "**Documents**"):
 - (a) The Bank may from time to time advise the Customer any variations of or exceptions to the types of Documents to which This Supplement can be applied.
 - (b) The Customer hereby authorizes the Bank when the Bank deems appropriate to deliver documents in accordance herewith to the address of the Customer kept with the Bank, without any further permission or authorization of the Customer. The Customer may serve a notice bearing his company chop or unit chop to the Bank to advise any of his new address or change of the address.

- (c) The Customer authorizes the Bank to engage any company duly licensed "**Delivering Company**" to deliver Documents, in terms of which the employees of Delivering Company or his agent shall not be deemed as Bank's employees.
- (d) Customer agrees the Bank is under authorization of the Customer to engage Delivering Company to deliver Documents. As the agent of the Customer, regardless of delivering fees being paid by the Bank or Customer, and whether or not the Customer takes the delivery of Documents, all liabilities, risks and losses in connection with Documents Delivery shall be borne by the Customer, including without limitation, (i) the delay, loss or destruction of Documents in the possession of Delivering Companies; (ii) any unauthorized disposition or usage of Documents by Delivering Company or any third party after Documents handed over to Delivering Company; (iii) any fraud, negligence, or any other act or omission on the part of the Delivering Company or any of its employees or agents; or (iv) any losses incurred as results of any matters beyond the Bank's control or out of Bank's office.
- (e) The Customer shall indemnify the Bank for any loss, damages, litigation, liabilities, cost (including full indemnity of legal cost) and other expense incurred or suffered by the Bank in connection with Documents Delivery.
- (f) Bank may provide above mentioned Documents Delivery Service at written request of the Customer (affixed with Customer's company/unit chop). And the Bank may terminate such service at any time. The service can also be terminated by the Customer with a prior written notice to the Bank. Where the service is not approved by the Bank or is cancelled by the Bank or the Customer, the Customer shall take delivery of all and any documents at Bank's counter.

Vendor Prepay Service Supplement (Buyer)

1. Clause 1.2 shall be amended to read as follows:

"1.2 Under the Vendor Prepay Service, You hereby authorize Us at Our own discretion to make prepayment on Your behalf to Selected Vendors from whom You are purchasing on open account terms. You agree that We may enter into any terms and conditions in connection with the prepayment, by way of purchase of assignment of receivables, as We deem appropriate with Selected Vendors".
2. A new sub-Clause (e) shall be inserted under Clause 3.4 as follows:

"(e) hereby acknowledge and confirm that so long as You send us messages for Accepted Invoice File or Payment File in connection with Trade Payables for Selected Vendors, You shall be deemed to have received the Notice of Assignment of Trade Receivables of Selected Vendors in respect of their assignment to Us of all their receivables from You and all other rights, title, interest and benefit to and in the same and to have agreed to arrangement contained therein."
3. A new sub-Clause (f) shall be inserted under Clause 3.4 to read as follows:

"(f) irrevocably agree and undertake to pay Us, in the Collection Account or any other account designated by Us, the full amount of the Accepted Invoice File/Payment File and that we are entitled to receive such payment from You and/or debit

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Country Supplement – China

such amount from the Your account(s) with Us notwithstanding (1) any stop payment order or notice of fraud, forgery or other deficiency from You, or any other demand, notice, order or direction from You or any other person; (2) the occurrence of any insolvency or bankruptcy event or procedure in respect of any Selected Vendors; or (3) any right of setoff or deduction which You may have against any Selected Vendors; (4) any deficiency or non-conformity in any document presented by Selected Vendors in connection with the Assigned Payables, including deficiency or non-conformity in documents that arise as a result of Your not informing Us that the underlying transaction has been amended or terminated.”

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Standard Chartered SME Country Supplement (China) (Effective from May 30th, 2014)

If You are an SME client, in addition to any amendment in the applicable Country Supplement, the Agreement will be further amended as follows:

Supplement to Account Terms

1. Below clauses shall be added as clause 12 of Account Terms:

“12. Important information

12.1 We shall have the right to request You by appropriate notice (in written or other methods) from time to time to provide, supplement, confirm, update the following information (collectively, “Important information”) pertaining to any Bank products and/or services (including but not limited to any withdrawal, deposit, fund transfer, remittance and other account service, bank card service, electronic banking service):

- (a) Your basic information (including but not limited to name, articles of association, registered address, business address, correspondence address, contact information, business license, other approvals and certificates);
- (b) **relevant information (including but not limited to, identification certificate, supporting documents of source of wealth, shareholding structure) of indirect and direct investors and managerial personnel (including but not limited to, indirect and direct investors, partners, shareholders, actual controllers, actual beneficiaries, legal representatives, responsible persons, directors or executive directors, council members and officers);**
- (c) business information (including but not limited to, business scope, operating condition, trading countries and regions, (including the transit countries and regions in re-export trade), relevant Special Certificate of Origin, identification certificate and contact information of authorized representatives or agents);
- (d) transaction information (including but not limited to account transactions and relevant business activities, counterparties and supporting documents of source of fund); and
- (e) other documents, materials and information decided by Us from time to time to be relevant

to (i) the application, maintenance, use of any bank products and/or services; (ii) requirements stipulated by any laws, regulations and Authorities (including but not limited to those laws, regulations and Authorities in the jurisdictions where the account is opened, or where a remittance is originated from or made to, and where any Bank Member is situated); and/or (iii) Bank Member’s internal policies, management requirements or business decisions.

12.2 You shall, upon receipt of the aforesaid notice, immediately provide the Important Information to us within such period and in such contents and manners as required by such notice. You shall ensure authenticity, validity, accuracy and completeness of the Important Information and that there exists no omission, concealment or misleading information.

12.3 **You agree that, if without reasonable causes, You fail to provide, supplement, confirm, or update the relevant Important Information within the period requested by Our notice, We shall have the right, upon 30 days of such overdue (according to the due day specified in Our first notice), to take the following actions, individually or consecutively, provided that a notice of not less than 30 days will be served in advance:**

- (a) to suspend, cease or refuse to provide all or any bank products and/or services to You till You provide, supplement, confirm or update the relevant Important Information as requested by Us; and/or
- (b) to terminate all or any bank products and/or services, including closing all or any of Your accounts, in which circumstance You shall provide a substitute account opened with another bank to receive the balance in accordance with Our request. Where no such substitute account is provided, We shall designate an account to deposit the amount temporarily, and You may apply to withdraw the amount by submitting such application and providing and executing such documents as requested by Us.

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12.4 You agree that, We shall under no circumstances be liable for any Losses or damages, direct or indirect, (including but not limited to Losses of profits or interest) incurred to You arising from Our exercising the rights under this clause.

12.5 To avoid any conflict, to the extent where clause 12 applies, clause 10.1 and clause 16.1 in Account Terms shall not apply."

Supplement to Standard Terms

Standard Terms shall be revised as follows:

1. Definition of "Notify" in clause 1.1 shall be revised as follows:

"**Notify**" means Our disclosure to You of information by any of the following methods:

- (a) verbally;
- (b) delivery by designated person (including Our officer or agent);
- (c) in writing by post, fax, email etc.;
- (d) notice or announcement placed or posted at Our premises; or advertised in any media including newspaper, television, radio etc; or posted on internet or Our Website; and
- (e) other methods We deem appropriate and allowed by laws and regulations;

and "**Notified**", "**Notifying**" and "**Notification**" have corresponding meanings."

2. Clause 1.2(a)(iii) shall be revised as follows:

"person" includes individual, a sole proprietorship, an individual proprietor enterprise, a partnership, a body corporate, an unincorporated association, a government, a state, an agency of a state and a trust;"

3. Item (e), (f) and (g) shall be added to Clause 5.2 as follows:

- "(e) posted on internet or Our Website, on the day of posting;
- (f) placed or posted at Our premises, on the day of placement or posting ; and

(g) advertised in any media including newspapers, television, radio etc., on the day of advertising;"

4. Clause 8.4 shall be added as follows:

"8.4 You shall pay Us all the fees related with the Account and other relevant services. For the charging items and standards, please refer to the contract signed and the tariff We published from time to time ."

5. Item (f) and (g) shall be added to Clause 16.2 as follows:

"(f) upon the death or incapacitation of the sole proprietor in the case of a sole proprietorship; or

(g) in the case of a sole proprietorship, upon its cessation of operation or, in the case of a partnership or individual proprietor enterprise, upon its dissolution."

6. Headline of Clause 17 & clause 17.1 shall be revised as follows:

"Partnerships, Sole Proprietorships and Individual Proprietor Enterprises"

17.1 Liability: If You are a partnership, all partners are bound by the Agreement, and liable for all debts and other liabilities owed by You to Us on a joint and several basis even if there are any changes in Your partnership, or You implement a name change or the partnership is dissolved. If You are a sole proprietorship or individual proprietor enterprise, the assets of the individual who is operating or investing in the sole proprietorship or individual proprietor enterprise and/or his/her family's assets shall be liable for all debts and other liabilities owed by You to Us despite any changes (including but not limited to name change), or cession of operation of the sole proprietorship or dissolution of the individual proprietor enterprise."

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