

渣打银行天骄少年成长账户的特别条款和条件

1. 运用范围

- 1.1 客户的监护人已加入渣打银行（中国）有限公司（“本行”）的[优先理财]银行计划(含私人财富管理)，客户在本行开立银行账户并接受天骄少年成长账户服务；或者，客户的监护人已加入本行的[个人理财尊享计划]，客户于2014年12月31日前在本行开立银行账户并接受天骄少年成长账户服务。
- 1.2 客户和客户的监护人同意受《银行账户与服务条款及细则》以及下列特别条款的约束。如果本特别条款与《银行账户和服务条款及细则》相冲突，以本特别条款为准；本特别条款未涉及的内容仍按照《银行账户和服务条款及细则》的内容执行。

2. 定义

[账户]指客户名下用以操作任何银行服务的账户，不论是已在本行开立的，或者客户现时或以后要求本行开立的，包括但不限于银行结算账户等。账户内资金为客户合法拥有，客户的监护人并非账户内资金的所有权人。

[天骄少年成长账户服务]即“账户服务”或“服务”，指本行根据本特别条款为客户提供的银行服务。

[客户]指在本行任何以个人身份开立账户的个人，且开立账户时为年龄未满18 周岁的未成年人，包括中国居民、移居海外的中国人与外国人。

[监护人]客户的监护人应代理无民事行为能力/限制民事行为能力客户处理与账户和服务相关的一切事宜，且仅为客户的利益处理与账户和服务相关的一切事宜。客户的监护人承担与账户和服务有关的责任。

3. 终止账户服务

- 3.1 在客户年满 18 周岁之前，客户的监护人可亲自前往本行，书面指示本行结束账户并终止账户服务。
- 3.2 在客户年满 18 周岁之日，无论本特别条款的其它条款如何规定，客户应当书面指示本行结束账户并终止服务。
- 3.3 在客户年满 18 周岁之前，如客户身故，客户的监护人应当与客户的继承人/客户继承人的代理人共同前往本行，书面指示本行结束账户并终止服务。在客户的监护人已提供本行要求的所有文件的前提下，本行将根据客户的监护人和客户的继承人/客户继承人的代理人的书面指示，将账户中的资金在扣除银行费用和其它税费后支付给客户的继承人/客户继承人的代理人，或划转至客户的继承人在本行开立的新账户。
- 3.4 无论任何原因，客户的监护人退出[个人理财尊享计划]/[优先理财]银行计划（含私人财富管理），客户的监护人应当亲自前往本行，书面指示本行结束账户并终止服务。
- 3.5 在客户的监护人发生变更的情况下，如不符合 7.2 条 a 款，客户的监护人应当书面指示本行结束账户并终止服务。
- 3.6 如客户或客户的监护人违反/未能遵守第 3.2、3.3、3.4、3.5 条的要求，
 - i. 本行有权发出公告或通知，仅提供有限的账户服务，包括但不限于暂停、中止或拒绝受理全部/部分银行服务，停止电子银行服务、借记卡服务等自助银行服务渠道。
 - ii. 本行有权在采取下列措施的情形下中止账户的运作或关闭账户，
 - a. 给予客户现金，现金金额为账户余额（扣除所有费用后）；或
 - b. 给予客户币种为存款货币，抬头为客户，金额为账户余额（扣除所有费用后）的汇票（在此情形下本行将解除其所有责任）；或
 - c. 将账户余额（扣除所有费用后）划转至客户的其他账户；或
 - d. 将账户余额（扣除所有费用后）留存于本行供客户日后提取。
 - iii. 本行有权完全或部分终止任何服务，但不影响本行及客户各自就服务中之任何一项或以上之权利及责任，该等权利及责任应继续受有关服务条件所约束。

4. 账户月结单

本行不提供电子月结单，仅提供纸质月结单。

5. 个人电子银行服务

- 5.1 本行向客户和监护人提供个人网上银行服务。
 - i. 客户可以使用其个人网上银行查询关于账户的资料（包括但不限于账户余额）。
 - ii. 为客户的利益，客户的监护人可以使用其个人网上银行查询关于账户的资料（包括但不限于账户余额）。
- 5.2 本行向监护人提供个人电话银行服务。为客户的利益，客户的监护人可以使用其个人电话银行修改客户信息，开立定期存款（包括致高活利定期存款）。
- 5.3 本行可能不时发出公告或通知，增加、删除、变更、冻结、终止电子银行服务或其功能。
- 5.4 除第5条或另有约定外，本行不为客户提供其他个人电子银行服务。

6. 借记卡服务

- 6.1 本行为年满10周岁且未满18周岁的客户在本行开立天骄少年成长账户的前提下提供借记卡服务。
- 6.2 本行和持有借记卡的客户应共同遵守借记卡的使用说明资料，包括渣打银行借记卡章程、用卡指南（天骄少年成长账户版）及收费标准。

7. 多位监护人与监护人变更

- 7.1 如客户有多位监护人，本特别条款项下的客户的监护人应当已获得其他监护人的同意及授权，在客户年满十八（18）周岁之前，系唯一有权按照本特别条款为客户的利益处理与账户和服务相关的一切事宜客户的监护人。客户和监护人同意赔偿、补偿、辩护并使本行免于遭受来自其他监护人或任何其他第三人就账户的相关事宜向本行提出相关主张、索赔、请求或诉讼，如本行因此而遭受任何损失和损害（包括但不限于间接损失）、成本、费用（包括诉讼费用和律师费），客户的监护人和客户应承担连带责任。
- 7.2 在客户的监护人发生变更的情况下，
 - a. 如变更后的监护人符合本特别条款对于客户的监护人的要求，且变更后的监护人愿意为客户的利益处理与账户和服务相关的一切事宜，承担与账户和服务有关的责任，客户的监护人应及时通知本行，并要求变更后的监护人前往本行办理监护人变更手续。
 - i. 在本行同意监护人变更申请前，客户的监护人仍应当继续处理与账户和服务相关的一切事宜。
 - ii. 在本行同意监护人变更申请后，变更后的监护人视为本特别条款项下的客户的监护人，为客户的利益处理与账户和服务相关的一切事宜，承担与账户和服务有关的责任。
 - b. 除上述a 的情况外，客户的监护人应当书面指示本行结束账户并终止服务。

如客户的监护人违反本7.2条或未能按照本7.2条的规定书面指示本行结束账户并终止服务而导致本行遭受任何损失，客户的监护人和客户应与本行承担连带责任并赔偿本行因此遭受的全部损失。

8. 税收优惠

若根据适用法律的规定账户内的资金及产生的利息可享受任何税收优惠，客户的监护人应当自行办理相关税收优惠的申请手续，并向本行出示税务机关出具的享受税收优惠的证明。在未提供该证明之前，本行有权按照通常税收待遇办理。

9. 反洗钱

若本行怀疑账户被用于洗钱或者其他非法交易时，或者客户、客户的监护人或账户的实际控制人侵犯了本行或本行雇员或本行代理人及本行关联公司的合法权益，本行有权根据任何国家、地区的法律、法规和规章中止或者关闭账户和/或解除或终止与账户有关的一切交易和服务。

10. 个人信息保护

客户及客户的监护人已收妥并仔细阅读《关于个人金融信息保护的函》（“信息保护函”），且确认完全理解和接受信息保护函之内容，并授权银行获取、使用和披露本人或与客户及客户的监护人有关联的资料当事人的个人金融信息，并可在被许可的范围内予以使用和进一步披露。如给予此授权需要通知资料当事人及/或其他第三方或者取得其同意或者履行任何批准程序的，客户

及客户的监护人承诺已经进行了通知或获得了这些同意或者批准。如银行因客户及客户的监护人以上授权或承诺不真实或误导遭受任何第三方（包括资料当事人）民事及刑事诉讼、赔偿要求或任何类似诉求，均应由客户的监护人承担一切责任，包括但不限于银行因此支付的律师费用、诉讼费用等。除非另行出具撤销授权的书面文件，该授权一直有效。

11. 文字

本特别条款的英文译本仅为方便而设，在任何情况下均以中文本为准。

12. 修订

本行可不时发出公告单方面修改或增删本特别条款。对该特别条款的修订均视作有效，且对客户和监护人具有约束力。

13. 生效

本版本的特别条款为上一版本的修改，于2016年3月8日生效并施行，且于该日期前公布。

Special Terms & Conditions

for Junior Savings Account of Standard Chartered Bank

1. Application

- 1.1 After customer's Legal Guardian has selected [Priority Banking] Banking Plan (including Priority Private Wealth) of Standard Chartered Bank (China) Limited ("Bank"), customer opens bank account and accepts Junior Savings Account Service. Or, after customer's Legal Guardian has selected [Personal Banking Privileged Plan], customer opens bank account and accepts Junior Savings Account Service before December 31, 2014.
- 1.2 Customer and Customer's Legal Guardian agree to be bound by <Terms and Conditions for Bank Accounts & Services> and the following special terms and conditions ("Special Terms and Conditions"). If any conflict between these Special Terms and Conditions and the <Terms and Conditions for Bank Accounts & Services>, these Special Terms and Conditions shall prevail. <Terms and Conditions for Bank Accounts & Services> shall apply to the issues which are not covered herein.

2. Interpretation

[Account] means bank Account in the Customer's name by means of which any banking service is operated, no matter whether it was previously opened and maintained with the Bank or is an account which the Bank is now or subsequently requested to open, including but not limited to bank settlement account. The funds deposited in the Account are legally owned by the Customer. Customer's Legal Guardian is not the owner of the funds deposited in the Account.

[Junior Savings Account Service] Account Service/Service means that the banking service provided by the Bank to the Customer according to these Special Terms and Conditions.

[Customer] shall be any customer of the Bank who opened an account with the Bank in his personal capacity when the customer is younger than 18 years old, including domestic residents, overseas Chinese and foreigners.

[Legal Guardian] Customer's Legal Guardian shall manage all matters related to Account and Service as legal representative of Customer, who has no civil capacity for action or limited civil capacity for action, only for benefit of Customer. Customer's Legal Guardian shall take all responsibilities related to Account and Service.

3. Termination of Account Service

- 3.1 Before Customer reaches 18 years old, Customer's Legal Guardian can come to Bank in person and give Bank written instruction to close Account and terminate Account Service.
- 3.2 When Customer is 18 years old, no matter what else these Special Terms and conditions

- prescribe, Customer shall instruct Bank in writing to close Account and terminate Service.
- 3.3 Before Customer reaches 18 years old, if the Customer passes away, Customer's Legal Guardian shall come to the Bank together with Customer's heirs/agent of Customer's heirs with written instruction to close Account and terminate Service. Provided that Customer's Legal Guardian has submitted all required documents to the Bank, the Bank shall, in accordance with the written instructions of Customer's Legal Guardian or the Customer's heirs/agent of Customer's heirs, pay the remaining funds in the Account to Customer's heirs /agent of Customer's heirs, or transfer such funds to the new account opened with the Bank by the Customer's heirs, after deducting the payable bank charges, expenses and taxes.
- 3.4 No matter for what reasons, if Customer's Legal Guardian quit from [Personal Banking Privileged Plan]/[Priority Banking] Banking Plan (including Priority Private Wealth), Customer's Legal Guardian shall come to Bank in person and gives Bank written instruction to close Account and terminate Service.
- 3.5 In case that Customer's Legal Guardian is changed, and clause 7.2/a is not satisfied, Customer's Legal Guardian shall give Bank written instruction to close Account and terminate Service.
- 3.6 In case that Customer or Customer's Legal Guardian breaches/does not comply with clause 3.2, 3.3, 3.4, 3.5,
- i. The Bank may upon public announcement or notice letter to the Customer provide limited banking service only, including but not limited to suspend, cease or refuse to provide all or any banking service, cease self-service channel, like digital banking service, debit card service, etc.
 - ii. The Bank may upon the following actions suspend the operation of any Account or close any Account:
 - (a) giving Customer cash in the amount of balance (if any) in the Account after deducting all the payable bank charges;
 - (b) mailing to the Customer a draft in the currency of the deposit, payable to the Customer's order and in the amount of balance (if any) in the Account after deducting all the payable bank charges, in which case the Bank shall discharge its entire liability; or
 - (c) transferring balance (if any) in the Account after deducting all the payable bank charges to Customer's other account;
 - (d) maintaining such balance (if any) after deducting all the payable bank charges in the Bank for future claim of the Customer.
 - iii. The Bank may terminate any of the Services either in whole or in part, without prejudice to the respective rights and obligations of the Bank and the Customer in respect of any one or more of the Services which shall continue to be governed by the relevant Service conditions.

4. Account Statement

Bank will not provide e-statement for the Account, but only provide hardcopy monthly Account Statement .

5. Personal Digital Banking Service

- 5.1 Bank provides Online Banking Service for the Customer and Legal Guardian.
 - i. Customer may use his/her Online Banking Service to enquiry account information (include but not limit to account balance).
 - ii. For benefit of Customer, Legal Guardian may use his/her Online Banking Service to monitor account (include but not limit to account balance).
- 5.2 Bank provides Telephone Banking Service for the Legal Guardian. For benefit of Customer, Legal Guardian may use his/her Telephone Banking Service to change Customer information and open time deposit (including target deposit).
- 5.3 Bank may add, delete, change, freeze, cancel digital banking service or its function with public announcement or notice from time to time.
- 5.4 Except clause 5 or agreement otherwise stipulated, Bank does not provide Customer with other Personal Digital Banking Service.

6. Debit Card

- 6.1 For the Customer who has opened Junior Saving Account with Bank, Bank will provide service related to Debit Card for the Customer who is between 10-18 years old.
- 6.2 Both Bank and Cardholder shall observe relevant materials with regard to the use of Debit card, including Articles for Debit Card, the User Guide (special terms for Junior Saving Account), and tariff table.

7. More than One Legal Guardian and Change of Legal Guardian

- 7.1 If Customer has more than one legal guardian, Customer's Legal Guardian under these Special Terms and Conditions shall have obtained the consent from and have been authorized by other legal guardian(s). Before Customer reaches eighteen (18) years old, Customer's Legal Guardian is the only authorized person who could manage all matters related to Account and Service according to Special Terms and Conditions for benefit of Customer. Customer and Customer's Legal Guardian agree to indemnify, defend, reimburse and hold Bank harmless from and against all claims, charges, demands or proceedings by other legal guardian(s), or a third party. Customer and Customer's Legal Guardian shall be jointly and severally liable for losses (including consequential losses), damages, cost and expenses (including the fees of litigation and legal counsel) incurred therefrom.
- 7.2 In the event that Customer's Legal Guardian has been changed:
 - a. If the new legal guardian complies with the requirement set out in these Special Terms and Conditions, and the new legal guardian would like to manage all matters in relation to the Account and Service for benefit of Customer and be responsible for the

obligations in relation to the Account and Service, Customer's Legal Guardian shall timely notify Bank and request the new legal guardian to come to Bank to carry out relevant procedures in connection with such change.

- i. Before Bank approves the application with regard to the change of legal guardian, Customer's Legal Guardian shall still be liable to manage all matters in relation to the Account and Service.
 - ii. After Bank approves the application with regard to the change of legal guardian, the new legal guardian shall be deemed as Customer's Legal Guardian under this Special Terms and Conditions, and shall be liable for managing all matters in relation to the Account and Service.
- b. Except agreed in clause 7.2/a, Customer's Legal Guardian shall instruct the Bank in writing and terminate the Account and Service.

If Customer's Legal Guardian fails to comply with clause 7.2 or fails to notify Bank in writing to close the Account and terminate Service according to Clause 7.2, Customer and Customer's Legal Guardian shall be jointly and severally liable to Bank and indemnify Bank for such losses.

8. Favorable Tax Treatment

In case that the funds deposited in the Account and the interest accrued are entitled to any favorable tax treatment in accordance with applicable laws, Customer's Legal Guardian shall take the responsibility of applying for relevant favorable tax treatment and providing the Bank with the evidencing documents issued by the competent tax authority. The Bank has the right to deal with the Account on a normal basis before such evidencing documents are provided.

9. Anti-money Laundering

On the situation that the Account is suspicious for money laundering and other illegal usage, or the Customer, Customer's Legal Guardian or the actual controller of the Account violates the legitimate rights of the Bank, Bank's employee or Bank's agent and related parties, the Bank has the right to suspend or close the Account and/or terminate or stop any transaction and Service in connection with the Account according to any laws and regulations of any country and regional.

10. Personal Information Protection

Customer and Customer's Legal Custodian hereby confirm that they have already received and carefully read the copy of <The Letter Regarding Protection of Disclosure of Personal Financial Information> ("The Information Protection Letter") and confirm that they understand and accept the Information Protection Letter. Customer and Customer's Legal Custodian hereby authorize the Bank to obtain, use and disclose Information Owner's Personal Financial Information, and use and further disclose it within the permitted scope. If before giving the authorization, Customer and Customer's Legal Custodian need notify the Information Owner

and/or any other third party or seek their consent or obtain any approval, Customer and Customer's Legal Guardian confirm that they have already notified or obtained such consent or approval. If the authorization or confirmation of Customer and Customer's Legal Guardian hereunder is unauthentic or misleading, Customer's Legal Guardian 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 such authorization is revoked in writing, the authorization hereunder shall be ongoing effective.

11. Language

The English translation of these Special Terms and Conditions is provided for convenience only and in the event of any inconsistency between the English and Chinese versions of these Special Terms and Conditions, the Chinese version shall prevail for all purposes.

12. Amendment

The Bank may at its sole discretion unilaterally amend, add to or delete these Special Terms and Conditions by public announcement. Any amendment to these Special Terms and Conditions shall be deemed to be effective and binding on the Customer and Legal Guardian.

13. Effect

This version of the Special Terms and Conditions is amended based on the previous version. This version of the Special Terms and Conditions take effect on 8 March, 2016 and announced before such date.