

Welcome to Standard Chartered Bank

Standard Chartered welcomes this opportunity to provide account services for you.

Account Opening and Account Related Services Documentation

This Account Opening Pack includes all necessary forms you need to complete and a documentation checklist to assist you with the account opening requirements.

At this point we would like to inform you that 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.

Such documentation 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 Account Opening 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 1,750 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 75,000 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.

Account Opening Form (Hong Kong) 戶口開戶表格(香港)

To: Standard Chartered Bank (Hong Kong) Limited ("Bank")

致: 渣打銀行(香港)有限公司 (「銀行」)

Please complete in **BLOCK LETTERS** and "✓" or "x" where applicable.請以**英文大楷**填寫, 並在適用處加「✓」或「x」號。

APPLICANT'S PARTICULARS 申請客戶資料

(Insert **FULL** legal name exactly as it appears in the Constitutional Documents)客戶名稱 (需與組成文件所示之法定名稱**全名**相同)

In English

英文

("Client")

In Chinese

中文

("客戶")

Business Registration Certificate Number

商業登記證號碼

Certificate of Incorporation Number

公司註冊證書號碼

Other Type of Certificate (if any)

其他證明書 (如有)

Number of the other Type of Certificate (if any)

其他證明書號碼 (如有)

Contact Person

聯絡人姓名

Contact Person Business Email Address

聯絡人商用電郵地址

Correspondence Address

通訊地址

Telephone*

電話號碼* () - () - ()

Fax (if any)

傳真號碼 (如有) ()

* If telephone number is an international number, kindly include country code, area code and then telephone number. 如電話號碼為國際號碼, 請順序填寫國家號碼、地區號碼及電話號碼。

BUSINESS ACTIVITIES 業務活動



Manufacturing

製造



Finance

金融



Import/Export

進 / 出口



Services

服務



Trading

貿易



Retailing

零售



Consultancy

顧問



Wholesaling

批發



Commission Agency

佣金代理



Others (Please specify)

其他 (請註明)

Commodities Handled

(Please specify)

經營商品/服務 (請註明)



Investment for Own Business

業務性投資



Properties

地產



Securities

證券



Others (Please specify)

其他 (請註明)



Provide Investment Services to other parties

為其他人士提供投資服務



Properties

地產



Securities

證券



Others (Please specify)

其他 (請註明)



Holding Company

控股公司

1. Nature of Business of the Group

集團業務性質

2. Group Name (if any)

集團名稱 (如有)

Reason(s) for setting up account in Hong Kong (only applicable for company not registered in Hong Kong)

在香港開設戶口的理由 (如公司非在香港註冊)

Country(ies) of our major overseas branches or subsidiaries (if any)

主要海外分支或附屬公司之所在國家 (如有)



INDIVIDUAL BENEFICIAL OWNER* INFORMATION 個人實益擁有人*資料

1	Name 姓名	Nationality 國籍
HK ID No. / Passport No. 香港永久性居民身份證 / 護照號碼		
2	Name 姓名	Nationality 國籍
HK ID No. / Passport No. 香港永久性居民身份證 / 護照號碼		
3	Name 姓名	Nationality 國籍
HK ID No. / Passport No. 香港永久性居民身份證 / 護照號碼		
4	Name 姓名	Nationality 國籍
HK ID No. / Passport No. 香港永久性居民身份證 / 護照號碼		
5	Name 姓名	Nationality 國籍
HK ID No. / Passport No. 香港永久性居民身份證 / 護照號碼		

* "Beneficial owner" means an individual who: * 「實益擁有人」是指符合以下說明的個人：

- owns or controls, directly or indirectly, not less than 10% of the issued share capital or the capital or the profits of the company; or 直接或間接地擁有或控制該公司已發行股本或資本或利潤的不少於 10%；或
- is directly or indirectly, entitled to exercise or control the exercise of not less than 10% of the voting rights of the company; or 直接或間接地有權行使該公司的投票權的不少於 10%，或支配該比重的投票權的行使；或
- exercises ultimate control over the management of the company; or 行使對該公司的管理最終的控制權；或
- if the company is acting on behalf of another person, means the other person. 如該公司是代表另一人行事，指該另一人。

ACCOUNT TYPE 戶口類別	CURRENCY 貨幣	OWNERSHIP ("✓" one box only) 擁有權 ("✓"請選一欄)	For Bank Use Only		
			ARM code:	CRM code (if any):	ISIC code
			Local:	Global:	
Statement Savings 月結單儲蓄	<input type="checkbox"/> HKD 港幣 <input type="checkbox"/> USD 美元 <input type="checkbox"/> CNY 人民幣 <input type="checkbox"/> Others 其他 _____	<input type="checkbox"/> Depositor(s)'s own right 以本身權益持有 <input type="checkbox"/> Client Account 客戶賬戶 <input type="checkbox"/> Trust Account 信託賬戶	Account Number	Sub Product Code	Fund Ownership
Current Account 往來戶口	<input type="checkbox"/> HKD 港幣 <input type="checkbox"/> USD 美元 <input type="checkbox"/> CNY 人民幣 <input type="checkbox"/> Others 其他 _____	<input type="checkbox"/> Depositor(s)'s own right 以本身權益持有 <input type="checkbox"/> Client Account 客戶賬戶 <input type="checkbox"/> Trust Account 信託賬戶			
_____	<input type="checkbox"/> HKD 港幣 <input type="checkbox"/> USD 美元 <input type="checkbox"/> CNY 人民幣 <input type="checkbox"/> Others 其他 _____	<input type="checkbox"/> Depositor(s)'s own right 以本身權益持有 <input type="checkbox"/> Client Account 客戶賬戶 <input type="checkbox"/> Trust Account 信託賬戶			

Depositor(s)'s own right – account holder(s) hold(s) the deposit in his/her/its/their own right. 賬戶內之存款由存款人以本身權益持有。
 Client Account – depositor(s) hold(s) the deposit in the account for client(s). 「客戶賬戶」指賬戶內所有存款均為存款人以客戶賬戶為客戶持有存款。
 Trust Account – depositor(s) hold(s) the deposit for a trust(s). 「信託賬戶」指戶口內所有存款均為存款人為信託所持有。



STATEMENT FREQUENCY 戶口結單

Account Statement is to be sent **monthly** and commencement date to be arranged by the Bank, unless specified below. 戶口結單將**按月**寄出，開始日期由銀行安排，在下面列明者除外。

Other Frequency:

其他次數:

☐
Daily
每日一次
☐
Weekly
每週一次
☐
Quarterly
每季一次

CONSOLIDATED STATEMENT 綜合月結單

- ☐ Please arrange to include all account(s) applied hereunder into the Consolidated Statement issued in accordance with and subject to the prevailing version of the terms and conditions applicable to this service and such other terms and conditions applicable to this service as may be issued, varied, amended or replaced by the Bank from time to time. 請將在此申請的戶口列入本公司之綜合月結單，並遵守日後所有有關綜合月結單之本行可能不時開設、變更、修改或取代之條款及細則。

DETAILS OF CHEQUES REQUIRED 支票細則

<input type="checkbox"/> Standard 普通支票	<input type="checkbox"/> Special overprinted (Charges required. Please provide sample.) 印製支票 (須支付費用，並需提供支票樣本。)
<input type="checkbox"/> 60 Leaves 60 頁	<input type="checkbox"/> 120 Leaves 120 頁
<input type="checkbox"/> Bearer 來人支票	<input type="checkbox"/> Order 抬頭人
	<input type="checkbox"/> Crossed 劃線
	<input type="checkbox"/> Uncrossed 無劃線

BANKING CHANNEL SERVICES 銀行業務服務

For accessing and operating any accounts successfully opened with the Bank in the name of the Client, I/we would like to apply for the following service(s) and hereby request the Bank to provide each of the designated person(s) as indicated under the Schedules to the Mandate attached to this Account Opening Form for accessing and operating such service(s):- 本人/吾等特此請求貴行為以開戶表格所有本委託書附表所示的授權人提供以下服務，以作日後獲取及運用任何成功開納之戶口及有關服務:-



UnionPay ATM SERVICES 銀聯提款卡服務

Remarks
備註

UnionPay ATM Services contains application for UnionPay ATM Card(s) and 360° Business Rewards Programme:-
銀聯提款卡服務會包括中小企業銀聯提款卡及「360° 全面賞」計劃之申請:-

ATM Card 提款卡

- ATM services are only applicable for HKD Statement Savings and/or Current Accounts. 此提款卡服務只適用於港元月結單儲蓄及 / 或往來戶口。
- Each designated person under Schedule 1A and/or 1B to the Mandate will be provided with ATM services together with a Standard Chartered ATM Card and a Personal Identification Number (PIN) for accessing and operating the services singly, if not otherwise specified in that Schedule. Client will be fully held liable for all losses/costs due to any loss of the PIN. 如沒有在本委託書附表說明，本行將會為所有本委託書附表一甲及/或一乙部所示的授權人個別地提供提款卡服務以及提款卡及私人密碼以獲取及運用有關服務。
- English will be the language on screen if not specified in Schedule 1A and/or 1B to the Mandate. 如沒有在本委託書附表一甲及/或一乙說明，本行將會以英文作為螢幕上顯示的語文。
- If there are more than 3 HKD Statement Savings and/or Current Accounts successfully opened, the first 3 accounts will be linked to the ATM Card. 如成功開立超過 3 個港元月結單儲蓄及/或往來戶口以上，本行將會以首 3 個帳戶聯繫到提款卡上。

360° Business Rewards Programme ("Programme") 中小企「360° 全面賞」計劃 (「計劃」)

- The Programme is a relationship reward plan for Business Banking UnionPay ATM Card holder only. Under the Programme, Client may earn reward points depending on the products and services subscribed at the Bank. Reward points can be redeemed for gifts according to the 360° Rewards Catalogue from time to time. Terms and conditions apply. 此計劃是一項客戶獎賞計劃，但只適用於持有中小企業銀聯提款卡之客戶，讓客戶透過認購銀行產品及服務交易時賺取積分，並不時用獎賞積分換領「360° 全面賞」目錄之獎品，並應用在條款及細則內。
- The ATM facilities will be used as a platform for calculating reward points earned by Client under the Programme. 自動櫃員機設備將會用作計算計劃下獎賞積分的平台。
- To activate the Programme and redemption services, Client has to register online at the Bank's website using relevant ATM card number(s) and account number(s). 為了令計劃及積分獎賞換領服務生效，客戶需用相應的提款卡賬號及賬戶賬號於本行網站作網上登記。

Option
選項

- ☐ I/We would like to have Cirrus ATM Card(s) instead of UnionPay ATM Services. I have read the foregoing remarks and understand that the 360° Business Rewards Programme will not be applicable to Cirrus ATM Card. 本人/吾等欲申請 Cirrus 提款卡及已閱讀上述的備註及明白此提款卡是不適用於「360° 全面賞」計劃。



	PHONE BANKING SERVICES 電話銀行服務								
Remarks 備註	Each designated person under Schedule 1A and/or 1B to the Mandate will be provided with the Phone Banking Services together with a Business Phone Banking Number and Tele-electronic Identification Number (TIN) for accessing and operating the services singly, if not otherwise specified in that Schedule. Client will be held fully liable for all losses/costs due to any loss of the TIN. 如沒有在本委託書附表說明，本行將會為所有本委託書附表一甲及/或一乙部所示的授權人個別地提供電話銀行服務連同「商業電話銀行服務號碼」及「電子理財私人密碼」以獲取及運用有關服務，一切因遺失「電子理財私人密碼」所引致之損失或費用由客戶負責。								
	STRAIGHT2BANK 綜合網上銀行服務								
Remarks 備註	<ol style="list-style-type: none"> 1. Straight2Bank is a fully integrated internet banking service for managing all the Client's cash transaction, hedging and information needs as necessary. It offers a customisable suite of online tools that enables the Client to have efficient cash management, including to enquire the Client's account balance and transaction history online, submit payment instruction (for transfer of funds between Client's own accounts, local bank transfer (CHATS/RTGS), outward telegraphic transfer, cashier's order issuance) and payroll instruction through the Payment and Payroll services (if applicable) online, and send email notification to beneficiary through the email beneficiary advising services. Straight2Bank 綜合網上銀行系統是一個綜合網上銀行服務，讓客戶管理現金交易、進行投資及提供所需資訊 (如需要)，是一項切合客戶業務需要的網上平台，讓客戶更有效管理資金、網上查詢戶口結餘、交易記錄、提交付款指示 (客戶戶口與本地銀行間之網上轉賬(CHATS/RTGS)、對外電匯、發出本票) 及透過付款及支薪服務提交支薪指示 (如適用) 及透過付款電郵通知服務發送電郵通知至受益人。 2. Each designated person under the Schedules to the Mandate will be provided with selected Straight2Bank Services together with a VASCO token for accessing and operating the services:- 每名委託書附表下的授權人將獲提供 Straight2Bank 綜合網上銀行系統服務連同 VASCO 解碼器以獲取及運用有關服務:- <ul style="list-style-type: none"> • Each designated person under Schedule 1A and/or 1B to the Mandate will be provided with full access and operation as Primary User of the Straight2Bank services. Primary User is authorized to access, operate and give instructions to the Bank from time to time and bind the Client accordingly without further obtaining its consent. 每名委託書附表一甲及/或一乙部下的授權人將獲取及使用與首要使用者同樣全面的 Straight2Bank 綜合網上銀行系統服務。首要使用者獲授權不時取得、運用及向本行發出指示，並在無需取得客戶的進一步同意下對其具有約束力。 • Each designated person under Schedule 2 to the Mandate will be provided with the operator function and authorised to have access to Client's accounts and prepare instructions, view, print and download report from time to time. 每名委託書附表乙部下的授權人將不時獲取輸入指示、檢視、列印及下載報告。 								
Additional Service 額外服務	<p>I/we would also like to apply for the following additional services under Straight2Bank:- 本人/吾等欲申請以下Straight2Bank綜合網上銀行系統的額外服務:-</p> <p><input type="checkbox"/> Trade-Account-Related Services 貿易戶口有關服務</p> <ul style="list-style-type: none"> • Letter of credit initiation service, enabling Client to submit letter of credit online. 信用狀簽發服務可讓客戶在網上提交信用證。 • Transaction details enquiring service, enabling Client to enquire the amount of outstanding trade bills and rate of utilization online. 交易細節查詢服務可讓客戶在網上查閱尚欠之貿易票據金額及網上交易使用率。 <p><input type="checkbox"/> Email Incoming Advice Services for Inward Fund Remittance 外來資金匯入款項之收款電郵通知服務</p> <ul style="list-style-type: none"> • I/We would like to receive email incoming advice for inward fund remittances (which includes incoming telegraphic transfer, real time gross settlement (RTGS/CHAT), etc.) that fall within the following range (or equivalent):- 本人/吾等欲接收收款電郵通知書，此包括外來匯款及本地銀行轉賬金額等，而此匯款金額是低於 (或相等於) 以下範圍。 <p>Min 由: HK\$ _____ Max 至: HK\$ _____ (e.g. Min: HK\$1,000 to Max: HK\$100,000) (Note: By default, the min will be set at HK\$100,000 and max at unlimited if not otherwise specified above. 如以上沒有另外說明，此金額範圍會預設為由 HK\$100,000 至無限。)</p> <ul style="list-style-type: none"> • I/We would like to receive the incoming advice through the following email(s) and set up the report key password as specified below for viewing the advice:- 本人/吾等欲經以下電郵地址接收收款電郵通知書，並且設定以下報告密碼作為查閱 此通知書:- <table border="1" data-bbox="368 1556 1422 1639"> <tr> <td colspan="2">Email Address 電郵地址</td> </tr> <tr> <td>1</td> <td>2</td> </tr> </table> <ul style="list-style-type: none"> • Report Key Password* 報告密碼* _____ <p>*Requirements for Report Key Password 報告密碼的要求:</p> <table border="1" data-bbox="288 1747 1543 1859"> <tr> <td>1) Password must be in alphanumeric format. 密碼必須是字母與數字符號構成。</td> <td>2) Min. 8 & Max. 35 Characters. 最少為八個字及最多為三十五個字。</td> </tr> <tr> <td>3) One of the characters must be in uppercase. 其中一個字母必須是大寫字母。</td> <td>4) Contain at least one special character. 必須包含最少一個特別的字母。 @ / * ? # [] ~ - { } \$ % !</td> </tr> </table>	Email Address 電郵地址		1	2	1) Password must be in alphanumeric format. 密碼必須是字母與數字符號構成。	2) Min. 8 & Max. 35 Characters. 最少為八個字及最多為三十五個字。	3) One of the characters must be in uppercase. 其中一個字母必須是大寫字母。	4) Contain at least one special character. 必須包含最少一個特別的字母。 @ / * ? # [] ~ - { } \$ % !
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	INTERNATIONAL TRADE ACCOUNT BANKING PLAN 貿易「盈」商戶口理財計劃								
Remarks 備註	<ol style="list-style-type: none"> 1. International Trade Account Banking Plan ("ITA") contains application of a current/savings account and a trade account which will be linked together for managing the Client's cash and trade services. 貿易「盈」商戶口理財計劃是一個綜合戶口結合往來 / 儲蓄戶口及貿易戶口處理現金管理及商貿交易。 2. ITA will be terminated automatically if customer has successfully applied any other trade facility. 如果客戶成功授予任何其他的貿易融資，貿易「盈」商戶口的銀行計劃將被終止。 								

DEPOSIT PROTECTION SCHEME IN HONG KONG 香港存款保障計劃

Deposit in the Account(s) applied hereunder is (are) deposit(s) qualified for protection under the Deposit Protection Scheme in Hong Kong. However, a time deposit with a tenor exceeding 5 years will NOT be protected under the Scheme. 在此申請的戶口內的存款是符合香港的存款保障計劃保障資格的存款。但年期超過 5 年的定期存款將不受該計劃保障。

DECLARATION 聲明

By signing this application:

- I/We apply to open the above account(s) with the Bank. I/We represent that the information provided by me/us in this form and in any other document(s) provided by me/us to the Bank is true, accurate and complete;
- I/We acknowledge that the Bank may decline my/our application without providing any reason in which event no contractual relationship will arise between the Bank and me/us;
- I/We acknowledge that I/we have read and understood the following terms and conditions and agree to be bound by them:**
 - the Bank's prevailing Account Terms, Standard Terms, Conditions for Account, applicable Country Supplement, the terms contained in this form, S2B Pricing Schedule (if I/we apply) and the relevant service charges booklet / leaflet, which have all been made available to me/us at any of the Bank's Business Banking Centres and/or website at <http://www.sc.com/hk/sme>;
 - I/we further agree to be bound by them in connection with any and all other accounts opened by me/us with the Bank;
 - I/we further agree to be bound by any additional terms and conditions governing any facilities, products and/or services offered by the Bank as I/we may apply for and/or utilise from time to time;
- if I/we apply for a Renminbi account, I/we confirm that I/we fully understand the risks and consequences of investing in Renminbi and agree to bear all such risks and consequences of Renminbi account, including the application for such an account:-
Risk disclosure statement on Renminbi services:
 - Renminbi ("RMB") exchange rate, like any other currency, is affected by a wide range of factors and is subject to fluctuations. Such fluctuations may result in gains and losses in the event that the customer subsequently converts RMB to another currency (including Hong Kong dollars); and
 - RMB is currently not freely convertible and conversion of RMB through banks in Hong Kong is subject to restrictions specified by the Bank and regulatory requirements applicable from time to time. The actual conversion arrangement will depend on the restrictions prevailing at the relevant time;
- if I/we apply for Unionpay ATM Services, I/we confirm that I/we fully understand the Standard Chartered ATM Card Terms and Conditions and the Terms and Conditions for 360° Business Rewards and agree to be bound by them; or if I/we apply for Cirrus ATM Card(s), I/we confirm that I/we fully understand the Standard Chartered ATM Card Terms and Conditions agree to be bound by them;
- if I/we apply for Phone Banking Services, I/we confirm that I/we fully understand the Terms and Conditions for Tele-electronic Banking Services and agree to be bound by them;
- if I/we apply for International Trade Account Banking Plan, I/we confirm that I/we fully understand the International Trade Account Terms and Conditions and General Trade Terms and agree to be bound by them;
- if I/we give instructions to the Bank via any of the Banking Channels Service or telex, telephone, facsimile, internet or any necessary form of electronic communication ("electronic means"), I/we understand that each designated person(s) as indicated in this form (or the Schedules to the Mandate within this Account Opening Pack) will be acting on my/our instructions via such Banking Channels Services or electronic means for accessing such Services and operating any and all of the relevant account(s) opened by me/us.

I/we further acknowledge that the risks of such instructions or communication being given by person(s) purporting to be such designated person(s) shall be borne by me/us and the Bank will not be liable for any losses or damages arising provided the Bank acts in good faith; and

閣下簽署本申請表，即表示：

- 本人/吾等申請於銀行開設上述戶口。本人/吾等謹此聲明：本人/吾等在本申請表及任何其他由本人/吾等提供予銀行的文件中所提供的資料均屬真實，準確及完整；
- 本人 / 吾等承認銀行可拒絕本人 / 吾等的申請而毋須提供任何理由，而在該情況下，銀行與本人 / 吾等之間不會產生任何合約關係；
- 本人 / 吾等承認，本人 / 吾等已閱讀及明白以下條款及細則及同意受其約束：**
 - 銀行現行的戶口條款，標準條款，賬戶細則，適用的國家附件，本表格所載之條款，綜合網上銀行服務收費表(如本人 / 吾等申請)及其他相關之服務收費表，本人 / 吾等可於本行任何中小企業理財分行索取及/或於本行網站 <http://www.sc.com/hk/zh/sme> 下載有關的條款及細則；
 - 並同意就本人/吾等在銀行開設的所有戶口均受上述條款及附件約束；
 - 本人 / 吾等進一步同意就本人 / 吾等不時申請及 / 或使用銀行提供的任何融資安排，產品及 / 或服務均受任何有關的附加條款及細則所約束；
- 本人 / 吾等如果是申請人民幣戶口，本人 / 吾等則確認閣下完全明白有關投資人民幣的風險及後果及同意承擔此申請的所有有關人民幣戶口的風險及後果；
人民幣服務有關風險聲明：
 - 人民幣匯率，如同其他貨幣一樣，有機會受廣泛因素影響而導致波動。客戶於兌換人民幣至其他貨幣（包括港幣）時，將可能受匯率波動而帶來利潤或損失；及
- 人民幣現時並非自由兌換的貨幣；同時透過香港銀行兌換人民幣須不時受本行所定或監管要求限制。實際的兌換安排須依據當時的限制而定；

- 本人 / 吾等如果申請銀聯提款卡服務，本人 / 吾等則確認本人 / 吾等完全明白有關提款卡之條款及細則及「360°全面賞」之條款及細則並同意受其約束；或本人/吾等如果申請Cirrus提款卡服務，本人/吾等則確認本人/吾等完全明白有關提款卡之條款及細則並同意受其約束；
- 本人 / 吾等如果申請電話銀行服務，本人 / 吾等則確認本人 / 吾等完全明白有關電子理財服務之條款及細則並同意受其約束；
- 本人 / 吾等如果申請貿易「盈」商戶口理財計劃，本人 / 吾等則確認本人 / 吾等完全明白貿易「盈」商戶口之條款及細則服務及一般貿易之條款並同意受其約束；
- 本人 / 吾等如果申請銀行業務服務，本人 / 吾等則確認本人 / 吾等完全明白本申請表(或本申請表中的委託書附表)之所示的授權人可按照不時獲授權處理本人 / 吾等在貴行開立的賬戶就任何目的不時透過或看來是透過電報、電話、傳真或任何電子通訊方式(「電子通訊方式」)向貴行發出的任何指示或通知行事。

本人 / 吾等進一步承認：可能有人自稱授權人而向貴行發出上述指示或通知，此等風險概與本人 / 吾等承擔。貴行如真誠行事，則無須為任何因此而產生之損失或損害負任何責任；及



Account Opening Form (Hong Kong) 戶口開戶表格 (香港)

- a) The Bank is authorised to record the telephone conversations between me/us/such designated person(s) and the Bank, in writing or by tape or other means as the Bank may determine, and the Bank's records shall be conclusive and binding on me/us. The Bank may dispose of or erase such records or tapes after the expiration of such period as the Bank sees fits;
- b) The Bank may require the above instructions or communication to contain an identification code or test as it specifies from time to time;
- c) The Bank may, under circumstances as it sees fit, require from me/us confirmation of any of the above instructions or communication in such form as the Bank may specify before acting on the same;
- d) The Bank may refuse to act on any of the above instructions or communication in the absence of any code, test or confirmation specified by the Bank pursuant to paragraph (b) or (c) above (in which event the Bank shall have the absolute discretion to determine the disposal of the relevant instruction or communication), without responsibility or liability on the Bank's part (except where there has been negligence on its part) for any such refusal or delay in acting as a result;
- e) Where any instruction or communication is given by facsimile followed by delivery of the original instruction or communication, the fact that the same has been given by facsimile and the date of the facsimile shall be unequivocally annotated on the original copy, the Bank will not be liable for any consequences due to the absence of such annotation in any case including (without limitation), in the case of payment instructions, any losses arising from any payment or fund transfer effected in duplicate by the Bank as a result;
- f) The Bank will not be liable for any failure or delay in acting on any of the above instructions or communication by reason of any cause beyond its control, including (without limitation) any breakdown or failure of transmission or communication facilities for whatsoever reason, or breakdown of or delay or error in transmission or communication for any other reason; and (if there are two or more of us, jointly and severally) I/we fully indemnify the Bank upon its demand against all claims, proceedings, liabilities, losses and expenses (including legal costs) resulting directly or indirectly from the Bank's acting on any of the above instructions or communication, except where the same is caused by gross negligence on its part;
- g) Without limiting the indemnities I/we agree to provide under the banking agreement, I/we will also fully indemnify against and pay the Bank on demand for any loss it incurs from acting on or refusing or delaying in acting on any of the above instructions or communication, except where the same is caused by negligence on the Bank's part.

Payment instruction through Electronic Channels or Tele-electronic Banking Services Risk Disclosure Statement:

- Payment instruction through electronic channels or tele-electronic banking services (including the internet and electronic mail) may not be a completely reliable or secured method of communication due to unpredictable situations, including but not limited to circumstance where the instruction is given by an unauthorised person purporting to be me/us or electronic message transmission congestion or any other reasons and such unreliability is beyond the control of me/us and the Bank. This may give rise to occasions where the Bank reasonably believes that a fraudulent payment instruction is a genuine instruction executed by me/us or execution of a payment instruction is delayed or misunderstanding or error in any communication between me/us and the Bank occurs.
- Payment instruction given via non-electronic channels is different from that through electronic channels. When I/we submit payment instruction through electronic channels, I/we acknowledge that I/we will be exposed to risks associated with unpredictable situations including potential fraud risk.
- I/We further understand that in the event of any inconsistency between the Standard Terms and any specific terms that apply to any products or services made available to me/us by the Bank from time to time ("product terms"), the product terms prevail. I/We further understand that in the event of any inconsistency between the Standard Terms and product terms on one hand, and any confirmation provided by the Bank to me/us that the use of such products or services is approved by the Bank on the other, such confirmation prevails.
- I/We further understand and acknowledge that the Bank may change the scope of services from time to time without prior notice.

- a) 授權貴行以書面、錄音帶或貴行不時決定的其他方式記錄本人 / 吾等 / 所示的授權人與貴行在電話中的談話，而貴行的記錄具決定性，且對本人 / 吾等具約束力。在貴行認為適當的期限結束後，貴行可處置該等書面記錄及抹去錄音帶上之錄音；
- b) 貴行可要求上述指示或通知載有貴行不時指定的識別代碼或鑒定裝置；
- c) 在貴行決定的某些情況下，貴行在按上述指示式通知行事前，可要求本人 / 吾等以貴行指定的方式確認指示或通知；
- d) 如上述指示或通知並未載有貴行根據上述(b)款指定的代碼或裝置，或並未依照貴行根據上述(c)款指定的方式獲得確認，貴行可拒絕按該等指示或通知行事(在此情況下貴行有絕對酌情權決定如何處置有關指示或通知)。貴行無須為拒絕或因此延遲行事而負任何責任，除非貴行有疏忽的情況；
- e) 凡以傳真發出指示或通知，隨後再將指示或通知之正本送交貴行，本人 / 吾等保證正本必清楚註明該指示或通知曾以傳真發出及其傳真日期。任何正本欠缺該附註而引起的一切後果(包括但不限於貴行按付款指示作出雙重付款或匯款所引致的任何損失)，貴行無須負任何責任；
- f) 對於因貴行無法控制的任何原因(包括但不限於傳送或通訊設施因任何原因損壞或失效，或因任何其他原因導致傳送或通訊例無法進行或發生延誤或錯誤)，致使貴行未能或延遲按上述指示或通知行事，貴行無須負任何責任；以及對於貴行依照上述任何指示或通知行事而直接或間接引起之所有索賠、法律行動、法律責任、損失及開支(包括法律費用)，本人 / 吾等(如屬二人或以上，則共同及個別)在貴行要求時即會向貴行作出全面的賠償，但因貴行疏忽而引致者除外；
- g) 在不局限本人 / 吾等於貴行協議同意提供的彌償保證的情況下，如貴行要求，本人 / 吾等亦會即時向貴行作出全面彌償並支付貴行因按照(或拒絕或延遲按照)任何上述指示或通訊行事而合理產生的任何損失(因貴行疏忽而引致者除外)。

有關透過電子途徑或電子銀行服務發出資金轉賬至第三者戶口的指示之風險披露聲明：

- 透過電子途徑或電子銀行服務(包括互聯網和電子郵件)發出付款指示，基於無法預計的情況，包括但不限於未經授權人士自稱為本人 / 吾等發出指示的情況或電子訊息傳送出現阻塞或任何其他原因，並不是完全可靠或安全的通訊方式，而上述的情況是本人 / 吾等和貴行無法控制的。由此可能引發以下情況：貴行合理地相信某項虛假的付款指示是本人 / 吾等的真實指示或某項付款指示的執行出現延誤或本人 / 吾等與貴行之間任何通訊產生誤解或錯誤。
- 透過非電子途徑發出付款指示有別於透過電子途徑發出付款指示。本人 / 吾等透過電子途徑遞交付款指示的同時，即表示本人 / 吾等認知會承受可能發生無法預計情況的風險，包括潛在的詐騙風險。
- 本人/吾等進一步明白若標準條款跟任何特定的條款適用於由銀行不時提供與客戶的任何產品或服務有任何歧異(「產品條款」)，就所有目的而言概以產品條款版本為準。本人/吾等進一步明白若標準條款跟產品條款及銀行提供與客戶的確認指示有任何歧異，就以確認指示版本為準。
- 本人 / 吾等進一步明白及確認銀行有權隨時更改服務內容而不作事前通知。



Account Opening Form (Hong Kong) 戶口開戶表格 (香港)

- I/We acknowledge that I/we have received, read and understood the Bank's prevailing version of the Notice to Customers and Other Individuals relating to the Personal Data (Privacy) Ordinance and Code of Practice on Consumer Credit Data ("Notice") prior to my/our submitting this application to the Bank;

I/We agree that all personal data provided by me/us to the Bank (including where the applicant is the company, any personal data relating to me/us or any other person provided to the Bank under any application of the company) from time to time before, during or after this application may be used and disclosed for such purposes and to such persons (whether the recipient is located in the Hong Kong Special Administrative Region of the People's Republic of China ("Hong Kong") or another country including a country that does not offer the same level of data protection as Hong Kong) for the purposes described in, and otherwise in accordance with the Bank's policies on use and disclosure of personal data as set out in the Notice, which may be subject to change from time to time;

Where the applicant is a company, I/we further agree to circulate the Notice to the relevant managers/corporate officers (e.g. authorised signatories and company secretary), directors, major shareholders, beneficial owners and guarantors of the company from whom the Bank may need to collect their personal data from time to time in the course of its provision of services to me/us;

- I / We understand that sale staff of the Bank receive remuneration for providing various banking services and related purposes in connection to the types of services provided and related performance. The remuneration structure is subject to the review by the Bank from time to time and includes salaries, bonuses, incentives, etc.
- I/We acknowledge that for all terms and conditions and documents issued by the Bank in both English and Chinese, the Chinese version is a translation of the English version and for reference only. I/We agree that in the event of any inconsistency between the English and Chinese versions, the English version shall prevail for all purposes unless otherwise specify.

- 本人 / 吾等確認本人 / 吾等在遞交此申請表前已拿取、閱讀及明白銀行現行之《關於《個人資料 (私隱)條例》及《個人信貸資料實務守則》致客戶及其他個別人士的通知》(「通知」)；

本人 / 吾等同意所有本人 / 吾等在申請前，申請期間和申請後都不時向銀行提供的個人資料(包括如申請人為公司，因公司的任何申請而向銀行提供的任何本人 / 吾等或其他個別人士的個人資料)均可根據銀行列於通知內有關個人資料使用及披露的政策，就有關用途及向有關人士(不論有關接收人士是處於香港或其他地方，或不論當地的個人資料保護程度是否與香港相若)使用及披露；

如申請人為公司，本人 / 吾等進一步同意向銀行在向本人 / 吾等提供服務的過程中可能不時需要蒐集其個人資料的有關經理 / 公司主任(例如獲授權簽署人及公司秘書)、董事、大股東、實益擁有人及保證人傳聞通知；

- 本人 / 吾等明白貴行的銷售人員會因應其表現就提供金融及相關服務而獲取薪酬。薪酬結構包括薪金，獎金，花紅等等，貴行將就其不時作出檢討。
- 本人 / 吾等承認本協議的中文版本是英文本的譯本，只供參考之用。本人 / 吾等同意若中，英文版本有任何歧異，就所有目的而言概以英文版本為準。

DIRECT MARKETING (Applicable to sole proprietorship or entity other than limited company)

直接促銷 (適用於獨資經營或非有限公司之機構)

- The Bank would not use the personal data of yours (or your representative(s)) for direct marketing that may be provided to the subject applicant without consent from you (or your representative(s)).
- Please check ("√") the relevant box under Schedule 1A and/or 1B to the Mandate attached to this Account Opening Form ("Mandate") if you (or your representative(s)) do **not** consent the Bank to use the data of yours (or your representative(s)) (including any investment profile completed by you (or your representative(s)) before or after this application) for direct marketing that may be provided to the subject applicant as set out in the Bank's "Notice to customers and other individuals relating to the Personal Data (Privacy) Ordinance ("Ordinance") and the Code of Practice on Consumer Credit Data".
- If not opted-out, the signature of yours (or your representative(s)) under the aforementioned Schedule gives consent to the Bank to so use such data as noted above.

- 未經閣下(或閣下的代表)之同意，本行將不會使用閣下(或閣下的代表)的個人資料以向本表格內的申請人作出直接促銷。
- 如閣下(或閣下的代表)不同意本行使用閣下(或閣下的代表)之資料(包括閣下(或閣下的代表)於本申請之前或後所填寫的投資取向問卷)以向本表格內的申請人作出本行「關於《個人資料(私隱)條例》(「條例」)及《個人信貸資料實務守則》致客戶及其他個別人士的通知」中所載列之直接促銷，請於本戶口開戶表格所夾附之委託書附表一甲及/或一乙(「委託書」)的相關方格內填上(「√」)號。
- 若沒有如上表示不同意，閣下(或閣下的代表)於上述附表中的簽署，即表明同意本行以上述方式使用該等資料。

For and on behalf of the Client
代表客戶簽署

S.V.

For and on behalf of the Client
代表客戶簽署

S.V.

Signature of Director/Sole Proprietor/Partner/Chairman
董事 / 獨資經營者 / 合夥人 / 主席簽署

Date 日期

Signature of Director/Sole Proprietor/Partner/Chairman
董事 / 獨資經營者 / 合夥人 / 主席簽署

Date 日期

Mandate (to be given by a company/sole proprietorship/partnership/society/club/trust)

To: Standard Chartered Bank (Hong Kong) Limited 渣打銀行(香港)有限公司 (the “Bank”)

Date: _____

We, being [the company secretary / director(s) / sole proprietor / partner(s) / member(s) / trustee(s) / legal representative(s)]¹ of the Client, hereby certify that the resolutions set out below are a true extract of the resolutions of the board of directors/members/trustees/ sole proprietor/partners of the Client passed with effect from the date shown below.

(Sign) (Sign)

Name: _____ Name: _____

Title: _____ Title: _____

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

RESOLUTIONS

It was resolved that:

- The person(s) listed in Schedule 1 to this Mandate (“**Signatories**”) may from time to time on behalf of and in the name of the Client:-
 - open and operate bank accounts of any type with the Bank and close any account opened with the Bank;
 - sign and deliver any account opening, cash management (including electronic client access services), trade, banking and/or any other related documentation as required from time to time with the Bank;
 - arrange with the Bank for advances to the Client by way of discount, loan, overdraft or otherwise, and for the granting of credits and the issue of guarantees by the Bank from time to time and to sign on behalf of the Client any form of deposit and withdrawal, Memorandum of Deposit, Letter of Trust, Mortgage or any other grant of security whatsoever relating to any securities or property or documents of title relating thereto to secure any advances, obligations, undertakings, instructions, guarantees, indemnities and counter-indemnities, and any other documents required by the Bank in connection with such facilities;
 - i. sign and deliver an ISDA Master Agreement, with or without a Credit Support Annex, and any other agreements or confirmations in relation to derivatives transactions (including, without limitation foreign exchange and commodity related transactions, swaps and options), securities dealing (including, without limitation, repurchase and securities lending transactions), money market transactions and collateral or margin arrangements relating to such transactions between the Bank and the Client; and

¹ Delete as applicable.

For Bank Use Only: Verified By.....()
Signing No
Name of Staff.....

- ii. enter into any banking, financial or commercial transaction and/or related services from time to time offered by the Bank (“**Transactions**”), whether orally, in writing or through an electronic messaging or dealing system;
 - (e) agree, amend, supplement, restate or vary the terms of any agreement or document referred to in the foregoing resolutions;
 - (f) appoint any agent or agents to act on the Client’s behalf to carry out the purposes and intent of the foregoing resolutions;
 - (g) if any agreement, instrument or other document is required to be executed under the Common Seal of the Client, affix the Common Seal to such agreement, instrument or document in accordance with the Client’s Articles of Association;
 - (h) sign supplemental or ancillary documents relating to or in connection with the Bank’s account opening, cash management (including electronic client access services), trade, banking and/or related documentation as required from time to time;
 - (i) sign (1) instructions in writing for the payment of money, or the dealing of securities, to or from any account maintained by the Client with the Bank, (2) payment instruments in the form of cheques, drafts, money orders, cashier’s order or other similar instrument, (3) confirmations of Transactions and (4) instructions in writing in respect of the settlement or performance of Transactions, including, without limitation, notices exercising any option or other right of election under any Transaction.
2. The Signatories may from time to time delegate any of their authority or powers referred to in resolution 1 above to any one or more persons and revoke any such delegation.
3. The Signatories may appoint any affiliated company of the Client (or its representative) as the agent of the Client for the purposes of any netting, aggregation or pooling arrangement (whether notional or actual) with the Bank to which the Client is a party with the power to instruct the Bank to apply balances on the Client’s accounts and to apportion interest as calculated in accordance with such arrangements between the Client and its affiliates participating therein. Each such arrangement, together with any associated guarantee by the Client of the obligations of its affiliates participating with the Client in such arrangement, including debit balances on their participating accounts, shall be in the commercial interest and to the benefit of the Client.
4. Optional Services² – After considering the Account Opening Form and the risks associated with authorising the relevant persons to operate and have access to the accounts opened by Client with the Bank and the statements and details relevant thereto and to possibly effect transfers to third parties using the relevant service(s), it is in the interests of the Client and the Client intends to apply for and use the following additional service(s) as applied under the Account Opening Form and any product or other services offered by the Bank in relation thereto (collectively “**Optional Services**”):-

☐

Consolidated Statement³

The Client’s accounts as specified in the Account Opening Form are hereby approved and authorised to be consolidated into the Consolidated statement (in such format as is from time to time issue by the Bank) provided a request to consolidate any such accounts opened from time to time shall be by way of notice issued to the Bank under the hand of any Signatories.

☐

ATM Services³

Each Signatory (unless otherwise specified) is authorised to singly access the Client’s relevant accounts through the ATM Card and the Bank is requested and authorised to issue a Standard Chartered ATM Card and a Personal Identification Number (PIN) to each of the foregoing persons for such account access and use of the ATM Card. Unless otherwise specified, the Client is also approved and authorised to apply and enrol for the 360° Business Rewards Programme.

☐

Phone Banking Services³

Each Signatory (unless otherwise specified) is authorised to singly access all Client’s deposit account(s) applied hereunder through the Phone Banking Services and the Bank is requested and authorised to issue a Business Phone Banking Number and Tele-electronic Identification Number (TIN) to each of the foregoing persons for such account access and use of the Phone Banking Services.

☐

Straight2Bank Services³

Each Signatory (unless otherwise specified) is authorised and appointed as the primary user for the Straight2Bank Services (each, a “**Primary User**”) and, in accordance with the authorisation arrangement and level or limit (if any) as specified in Schedule 1 to this Mandate, authorised in his/their absolute discretion to:-

- (a) agree to the Bank’s terms applicable to Straight2Bank Services from time to time;

² This paragraph will only be applicable if any of the checkboxes following is/are ticked.

³ Tick as applicable.

- (b) gain access to the full functions of the Straight2Bank Services (including authorising transactions) and all the Client's accounts with the Bank;
- (c) appoint and remove any user (including operators or viewers, initiators or authorizers, if any) for the Straight2Bank Services, even if the user is different from the Signatories or designated person(s) under Schedule 2 to this Mandate as nominated in respect of the Client's account(s);
- (d) set authorization levels and limits for users;
- (e) sign on behalf of the Client:-
 - i) the original Account Opening Form or any relevant set-up and application form;
 - ii) any subsequent set-up and application form (including request to change form) for the purpose of adding any Straight2Bank Services or obtaining the Straight2Bank Services for the Client in a new jurisdiction; and
 - iii) any amendments, alteration or modification to the Bank's terms applicable to Straight2Bank Services from time to time where the Client's consent is required; and
- (f) give such instructions from time to time which are necessary and incidental to the operation of the Straight2Bank Services applied for, including terminating or suspending any services or options within the Straight2Bank Services.

Each designated person(s) under Schedule 2 to this Mandate is authorised to have access to Straight2Bank Services as operator(s) to prepare instructions or view, print or download reports in accordance with the Bank's guidelines relating to Straight2Bank Services from time to time.



International Trade Account Banking Plan (ITA)³

The Client's application for ITA as indicated and set out in the Account Opening form is authorised and approved.

5. The Client has received a copy and has read and accepted the terms of the Account Opening Form, and the applicable product leaflets and terms and conditions including the Standard Terms, Account Terms, Conditions for Account, relevant Supplements, and the relevant terms and conditions of the Optional Services (if applied, including Standard Chartered ATM Card Terms and Conditions, Terms and Conditions for 360° Business Rewards, Terms and Conditions for Tele-electronic Banking Services, International Trade Account Terms and Conditions, General Trade Terms and such other terms and conditions as applicable to the product(s) and service(s) applied by the Client under the Form (collectively the "**Agreement**").
6. The Client further accepts the indemnities, undertakings and declarations as set out in such Form and understands the features of the product(s) and service(s) referred above and the associated fees and charges, and risks, if any pertaining thereto.
7. The Client endorses the legal documentation structure governing the product(s) and service(s) and agree to be bound by the Agreement, as the same may be varied, amended and/or supplemented (including by the addition of new clause(s) or Supplement(s)) from time to time by (a) the Bank or (b) the Client subscribing to additional options within the original or new jurisdictions.
8. Any step already taken by the Signatories or their agents as contemplated by resolutions 1, 2, 3, 4, 5, 6 and 7 above is ratified by the Client.
9. These resolutions will remain in force unless and until the Client delivers to the Bank a new resolution revoking, amending or superseding these resolutions and the Bank has had a reasonable opportunity to update its records.

Date 日期:day 日.....month 月..... year 年

Name of the Client 客戶名稱

(in English 英文)

(in Chinese 中文)

Insert FULL legal name exactly as it appears on the Constitutional Documents 需與章程文件所示之法定名稱全名相同

**Approving and
Authorised Signatories
認可及獲授權簽署人**☐

Any one to sign 任何一人簽署

☐

Any two to sign 任何兩人簽署

☐

Other (insert details below)其他(請在下面說明)

Please tick one. If you tick "Other", describe the alternative method of operation in the Special Instructions area below.
請選擇一項加上「✓」號。若選擇「其他」，請在以下「特別指示」一欄說明其他操作方式。

Name 姓名*

Title 職銜

ID No 身份證

Date of Birth 出生日期

Residential Address 住址

Nationality 國籍

Preferred User ID 使用者名稱⁺

Office # 辦事處電話號碼

()

Fax # 傳真電話號碼

()

Mobile # 流動電話號碼**

()

Email 電子郵件

Do not set-up the services 請勿設定服務

☐ ATM 提款卡 ☐ Phone Banking 電話銀行☐ Straight2Bank Primary users 設為綜合網上銀行系統主要用戶☐ Display "Chinese Language" on ATM screen 螢幕上顯示中文☐ I do not wish to receive direct marketing communication[#]本人不想接收直接促銷通訊。[#]

Signature 簽署^: _____

Name 姓名*

Title 職銜

ID No 身份證

Date of Birth 出生日期

Residential Address 住址

Nationality 國籍

Preferred User ID 使用者名稱⁺

Office # 辦事處電話號碼

()

Fax # 傳真電話號碼

()

Mobile # 流動電話號碼**

()

Email 電子郵件

Do not set-up the services 請勿設定服務

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Signature 簽署^: _____

Name 姓名*

Title 職銜

ID No 身份證

Date of Birth 出生日期

Residential Address 住址

Nationality 國籍

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()

Fax # 傳真電話號碼

()

Mobile # 流動電話號碼**

()

Email 電子郵件

Do not set-up the services 請勿設定服務

☐ ATM 提款卡 ☐ Phone Banking 電話銀行☐ Straight2Bank Primary users 設為綜合網上銀行系統主要用戶☐ Display "Chinese Language" on ATM screen 螢幕上顯示中文☐ I do not wish to receive direct marketing communication[#]本人不想接收直接促銷通訊。[#]

Signature 簽署^: _____

Special Instructions 特別指示

For Bank Use Only 銀行專用

Signing No 簽署編號

Verified By 核證人 ()

I6 Requested and Approved ☐ Y ☐ N

Name of Staff 姓名

I6 Approved by Team Head with signing #

Note: 備註:

* Name must be the same as appear on the ID/passport. 姓名必須與身份證 / 護照相同。

** An SMS alert will be sent to this mobile phone number when any single user processed transaction submitted via Straight2Bank. There is no additional bank charge for these SMS services and it is applicable to both Hong Kong and overseas mobile numbers. For overseas mobile phone number, please indicate area code. 當單一用戶使用 Straight2Bank 綜合網上銀行系統安排及授權付款，系統會發送短訊至這個手機號碼。銀行不會收取額外短信服務費，本服務適用於香港及海外手機號碼。登記海外號碼時，請註明區號。

+ Preferred User ID can be set up to 10 characters. If it is not otherwise specified, it will be set as the first 10 characters of the signatory name. 使用者名稱最多為十個字，如沒有另外說明，此使用者名稱會預設為簽署人姓名的首十個字。

Applicable to sole proprietorship or entity other than limited company only. For details, please refer to the Direct Marketing section under the Account Opening Form. 此選擇只適用於獨資經營或非有限公司之機構。詳情請參閱戶口開戶表格內的直接促銷部份。

^ By signing, I, the above named person confirm that the information and choices set out above are accurate and reflect my personal preference. I also agree my signature can be referred by the Bank as specimen in respect of the Client's account operation. 此簽署即表明本人確認以上資料及選擇為正確並反映本人之個人意願。本人亦同意貴行以此為簽署樣式，以運作客戶之帳戶。

If there is insufficient space, please provide the full list of authorised signatories on a separate schedule on Client letterhead.

若位置不足，請以客戶信箋另頁提供完整的獲授權簽署人名單。

Signing with Company Chop [] No [] Yes 簽署並加蓋公司印鑑 [] 否 [] 是

If Yes, specimen chop of the company as below: 若是，公司印鑑如下：

Name(s) & Signature(s) of person(s) duly authorised to appoint Signatories:
獲正式授權委任簽署人的人士姓名及簽署：

Only required if submitted for new appointments, deletions, changes after taking the mandate.

僅在接受委託後再提交新委任、刪除或更改的情況下填寫。

Date 日期：

For Bank Use Only 銀行專用

Signing No 簽署編號

Verified By 核證人..... ()

Name of Staff 姓名.....

綜合網上銀行服務系統 – 操作使用者表格

This form sets out the operators designated for the use of Straight2Bank.

本表格列明使用綜合網上銀行服務系統之指定操作使用者

Date:day month year
日期：日月 年

Group ID (if applicable)

群組 ID (如適用)

Name of the Client

客戶名稱

User 1 使用者一 Name _____ 姓名 _____ ID No _____ 身份證號碼 _____ Preferred User ID _____ 使用者名稱 _____ Mobile # () _____ Office # () _____ 流動電話號碼 _____ 辦事處電話號碼 _____ Email 電子郵件 _____	User 2 使用者二 Name _____ 姓名 _____ ID No _____ 身份證號碼 _____ Preferred User ID _____ 使用者名稱 _____ Mobile # () _____ Office # () _____ 流動電話號碼 _____ 辦事處電話號碼 _____ Email 電子郵件 _____
User 3 使用者三 Name _____ 姓名 _____ ID No _____ 身份證號碼 _____ Preferred User ID _____ 使用者名稱 _____ Mobile # () _____ Office # () _____ 流動電話號碼 _____ 辦事處電話號碼 _____ Email 電子郵件 _____	User 4 使用者四 Name _____ 姓名 _____ ID No _____ 身份證號碼 _____ Preferred User ID _____ 使用者名稱 _____ Mobile # () _____ Office # () _____ 流動電話號碼 _____ 辦事處電話號碼 _____ Email 電子郵件 _____
User 5 使用者五 Name _____ 姓名 _____ ID No _____ 身份證號碼 _____ Preferred User ID _____ 使用者名稱 _____ Mobile # () _____ Office # () _____ 流動電話號碼 _____ 辦事處電話號碼 _____ Email 電子郵件 _____	User 6 使用者六 Name _____ 姓名 _____ ID No _____ 身份證號碼 _____ Preferred User ID _____ 使用者名稱 _____ Mobile # () _____ Office # () _____ 流動電話號碼 _____ 辦事處電話號碼 _____ Email 電子郵件 _____

Special Instructions 特別指示

Name(s) & Signature(s) of Signatory(ies)

[授權簽署人]姓名及簽署

Date 日期

Note 備註

- Preferred User ID can be set up to 10 characters. If it is not otherwise specified, it will be set as the first 10 characters of the user name. 使用者名稱最多為十個字，如沒有另外說明，此使用者名稱會預設為使用者姓名的首十個字。
- The operator can prepare instruction, view, print and download reports through Straight2Bank. 操作者可經綜合網上銀行服務系統輸入指示、檢視、列印及下載報告。

Dear Client,

Collection and Use of Personal Data

Thank you for choosing Standard Chartered Bank.

For the purposes of securing or continuation of the banking services provided by us, you/your company may need to, from time to time, collect and supply to us the personal data of, including but not limited to and where applicable, any of your managers, corporate officers (e.g. authorized signatories, contact persons and company secretary), directors, major shareholders, beneficial owners (e.g. sole proprietor and partners) and guarantors (the “Relevant Individuals”) and any other designated person.

In light of this, we enclose herewith the “Notice to Customers and Other Individuals relating to the Personal Data (Privacy) Ordinance and the Code of Practice on Consumer Credit Data” of our Bank for your perusal and circulation to the Relevant Individuals, if any, for reference.

Thank you for your kind attention and it is our pleasure to serve you.

Standard Chartered Bank (Hong Kong) Limited

(This advice is a computer printout that requires no signature)

Standard Chartered Bank (Hong Kong) Limited (the “Bank”)
Notice to customers and other individuals relating to
the Personal Data (Privacy) Ordinance (“Ordinance”) and
the Code of Practice on Consumer Credit Data

- (a) From time to time, it is necessary for *data subjects* to supply the Bank with data in connection with matters such as:- (I)
- (i) the opening or operation of *accounts*;
 - (ii) the establishment or maintenance of facilities; and/or
 - (iii) the establishment or operation or provision of products or services offered by or through the Bank (which include banking, *cards*, financial, insurance, fiduciary, securities and/or investments products and services as well as products and services relating to these); (collectively, *Facilities, Products and Services*), and/or
 - (II) the receipt of supplies and services to the Bank.
- (b) Failure to supply such data may result in the Bank being unable to establish, maintain or provide *Facilities, Products and Services* to *data subjects*.
- (c) It is also the case that data are collected by the Bank from *data subjects* transacting with or through the Bank in the ordinary course of the Bank's business, for example, when *data subjects* write cheques or deposit money or effect transactions through *cards*.
- (d) Data relating to a *data subject* may be used for any one or more of the following purposes:-
- (i) processing applications from the *data subject* (including assessing the merits and/or suitability of the *data subject's* application(s)) for the establishment of *Facilities, Products and Services*;
 - (ii) operating, maintaining and providing *Facilities, Products and Services* to the *data subject*;
 - (iii) conducting credit checks on the *data subject* (whether in respect of an application for *Facilities, Products and Services* or during regular or special review which normally will take place once or more each year);
 - (iv) creating and maintaining the Bank's credit scoring models;
 - (v) maintaining credit history of the *data subject* for present and future reference; (vi) assisting other financial institutions to conduct credit checks and collect debts; (vii) ensuring ongoing credit worthiness of the *data subject*;
 - (viii) designing banking, *cards*, financial, insurance, securities and investment services or related products for *data subject's* use;
 - (ix) marketing services, products and other subjects (please see further details in paragraph (g) below);
 - (x) determining the amount of indebtedness owed to or by *data subjects*;
 - (xi) enforcement of *data subjects'* obligations, to the Bank or any other member of the *Standard Chartered Group*, including but not limited to the collection of amounts outstanding from data subjects and those providing security for data subjects' obligations;
 - (xii) meeting or complying with any obligations, requirements or arrangements for *disclosing* and using data that apply to the Bank or any other member of the *Standard Chartered Group* or that it is expected to comply according to:-
 - (1) any law or regulation binding on or applying to it within or outside *Hong Kong* existing currently and in the future (e.g. the Inland Revenue Ordinance and its provisions including those concerning automatic exchange of financial account information);
 - (2) any guidelines or guidance given or issued by any legal, regulatory, governmental, tax, law enforcement or other authorities, or self-regulatory or industry bodies or associations of financial services providers within or outside *Hong Kong* existing currently and in the future (e.g. guidelines or guidance given or issued by the Inland Revenue Department including those concerning automatic exchange of financial account information);
 - (3) any present or future contractual or other commitment with local or foreign legal, regulatory, governmental, tax, law enforcement or other authorities, or self-regulatory or industry bodies or associations of financial services providers that is assumed by or imposed on the Bank or any member of the *Standard Chartered Group* by reason of its financial, commercial, business or other interests or activities in or related to the jurisdiction of the relevant local or foreign legal, regulatory, governmental, tax, law enforcement or other authority, or self-regulatory or industry bodies or associations;
 - (xiii) meeting or complying with any obligations, requirements, policies, procedures, measures or arrangements for sharing data and information within the *Standard Chartered Group* and/or any other use of data and information in accordance with any group-wide programmes for compliance with sanctions or prevention or detection of money laundering, terrorist financing or other unlawful activities;
 - (xiv) enabling an actual or potential assignee of all or any part of the business and/or asset of the Bank or participant or sub-participant of the Bank's rights in respect of the *data subject*, to evaluate the transaction intended to be the subject of the assignment, participation or sub-participation
 - (xv) in connection with any member of the *Standard Chartered Group* defending or responding to any legal, governmental, or regulatory or quasi-governmental related matter, action or proceeding;
 - (xvi) in connection with any member of the *Standard Chartered Group* making or investigating an insurance claim or responding to any insurance related matter, action or proceeding;
 - (xvii) organizing and delivering seminars for the data subjects;
 - (xviii) managing, monitoring and assessing the performance of any agent, contractor or third party service provider who provides administrative, telecommunications, computer, payment or securities clearing or other services to the Bank in connection with the establishment, operation, maintenance or provision of *Facilities, Products and Services*; and/or
 - (xix) any other purposes relating to the purposes listed above.
- (e) Data the Bank holds relating to a *data subject* is kept confidential but the Bank may provide, transfer or *disclose* such data or information to any one or more of the following parties (whether within or outside *Hong Kong**) for the purposes set out in paragraph (d):-
- (i) any agent, contractor or third party service provider who provides administrative, telecommunications, computer, payment or securities clearing or other services to the Bank in connection with the establishment, operation, maintenance or provision of *Facilities, Products and Services*;
 - (ii) any other person under a duty of confidentiality to the Bank including any other member of the *Standard Chartered Group* which has undertaken to keep such information confidential;
 - (iii) the drawee bank providing a copy of a paid cheque (which may contain information about the payee) to the drawer;
 - (iv) credit reference agencies and, in the event of default, to debt collection agencies;
 - (v) any person or entity to whom the Bank or any other member of the *Standard Chartered Group* is under an obligation or otherwise required to make *disclosure* under the requirements of any law or regulation binding on or applying to the Bank or any other member of the *Standard Chartered Group*, or any *disclosure* under and for the purposes of any guidelines, guidance, directives, rules, codes, circulars or other similar documents issued or given by any legal, regulatory, governmental, tax, law enforcement or other authorities, or self-regulatory or industry bodies or associations of financial services providers with which the Bank or any other member of the *Standard Chartered Group* is expected to comply, or any *disclosure*

pursuant to any contractual or other commitment of the Bank or any other member of the *Standard Chartered Group* with local or foreign legal, regulatory, governmental, tax, law enforcement or other authorities, or self-regulatory or industry bodies or associations of financial services providers, all of which may be within or outside *Hong Kong* and may be existing currently and in the future;

- (vi) any financial institution and merchant acquiring company with which a *data subject* has or proposes to have dealings;
- (vii) any actual or proposed assignee of all or any part of the business and/or asset of the Bank or participant or sub-participant or transferee of the Bank's rights in respect of the *data* ;
- (viii) any party giving or proposing to give a guarantee or third party security to guarantee or secure the *data subject's* obligations; and/or
- (ix)
 - (1) any member of the *Standard Chartered Group*;
 - (2) third party financial institutions, insurers, credit card companies, securities and investment services providers;
 - (3) third party reward, loyalty, co-branding and privileges programme providers;
 - (4) co-branding partners of the Bank and/or any member of the *Standard Chartered Group* (the names of such co-branding partners can be found in the application form(s) for the relevant services and products, as the case may be);
 - (5) charitable or non-profit making organisations; and
 - (6) external service providers (including but not limited to mailing houses, telecommunication companies, telemarketing and direct sales agents, call centres, data processing companies and information technology companies) that the Bank engages for the purposes set out in paragraph (d)(ix) above.

* Please refer to the Bank's website (www.sc.com/hk) for the list of countries where such parties may be located.

- (f) (i) With respect to data in connection with mortgages applied by a *data subject* (in any capacity) on or after 1 April 2011, the following data relating to the *data subject* (including any updated data of any of the following data from time to time) may be provided by the Bank, on its own behalf and/or as agent, to a credit reference agency:-
 - (1) full name;
 - (2) capacity in respect of each mortgage (as borrower, mortgagor or guarantor, and whether in the *data subject's* sole name or in joint names with others);
 - (3) Hong Kong Identity Card Number or travel document number;
 - (4) date of birth;
 - (5) correspondence address;
 - (6) mortgage account number in respect of each mortgage;
 - (7) type of the facility in respect of each mortgage;
 - (8) mortgage account status in respect of each mortgage (e.g., active, closed, write-off (other than due to a bankruptcy order), write-off due to a bankruptcy order); and
 - (9) if any, mortgage account closed date in respect of each mortgage.
- (ii) The credit reference agency will use the above data supplied by the Bank for the purposes of compiling a count of the number of mortgages from time to time held by the *data subject* with credit providers in Hong Kong, as borrower, mortgagor or guarantor respectively and whether in the *data subject's* sole name or in joint names with others, for sharing in the consumer credit database of the credit reference agency by credit providers (subject to the requirements of the Code of Practice on Consumer Credit Data approved and issued under the Ordinance).
- (iii) The Bank may from time to time access the *mortgage count* held by the credit reference agency in the course of:-
 - (1) considering mortgage loan application(s) made by the *data subject* (in any capacity);
 - (2) reviewing any credit facility (including mortgage loan) granted or to be granted to the *data subject* (in any capacity) which is in default for a period of more than 60 days with a view to putting in place any debt restructuring, rescheduling or other modification of the terms of such credit facility by the Bank;
 - (3) reviewing any credit facility (including mortgage loan) granted or to be granted to the *data subject* (in any capacity), where there is in place any debt restructuring, rescheduling or other modification of the terms of such credit facility between the Bank and the *data subject* consequent upon a default in the repayment of such credit facility for implementing such arrangement, and/or
 - (4) reviewing any credit facility (including mortgage loan) granted or to be granted to the *data subject* (in any capacity), with a view to putting in place any debt restructuring, rescheduling or other modification of the terms of any credit facility initiated by the request of the *data subject*.
- (iv) The Bank may from time to time access the *mortgage count* held by the credit reference agency in the course of (after 31 March 2013):-
 - (1) reviewing and renewing mortgage loans granted or to be granted to the *data subject* (in any capacity); and/or
 - (2) considering the application for credit facility (other than mortgage loan) by the *data subject* (in any capacity other than mortgagor) and/or reviewing or renewing any facility (other than mortgage loan) granted or to be granted to the *data subject* (in any capacity other than mortgagor), in each case where such facility is in an amount not less than such level or to be determined by a mechanism as prescribed or approved by the Privacy Commissioner for Personal Data from time to time.

(g) USE OF DATA IN DIRECT MARKETING

The Bank intends to use a *data subject's* data in direct marketing and the Bank requires the *data subject's* consent (which includes an indication of no objection) for that purpose. In this connection, please note that:-

- (i) the name, contact details, products and services portfolio information, transaction pattern and behaviour, financial background and demographic data of a *data subject* held by the Bank from time to time may be used by the Bank in direct marketing;
- (ii) the following classes of services, products and subjects may be marketed:-
 - (1) financial, insurance, securities, fiduciary, investment services, credit card, securities, fiduciary, investment, banking and related services and products;
 - (2) reward, loyalty or privileges programmes and related services and products;
 - (3) services and products offered by the Bank's co-branding partners (the names of such co-branding partners can be found in the application form(s) for the relevant services and products, as the case may be); and
 - (4) donations and contributions for charitable and/or non-profit making purposes;
- (iii) the above services, products and subjects may be provided or (in the case of donations and contributions) solicited by the Bank and/or:-
 - (1) any member of the *Standard Chartered Group*;
 - (2) third party financial institutions, insurers, credit card companies, securities and investment services providers;
 - (3) third party reward, loyalty, co-branding or privileges programme providers;
 - (4) co-branding partners of the Bank and/or any member of the *Standard Chartered Group* (the names of such co-branding partners can be found in the application form(s) for the relevant services and products, as the case may be); and
 - (5) charitable or non-profit making organisations;
- (iv) in addition to marketing the above services, products and subjects itself, the Bank also intends to provide the data described in paragraph (g)(i) above to all or any of the persons described in paragraph (g)(iii) above for use by them in marketing those services, products and subjects, and the

Bank requires the *data subject's* written consent (which includes an indication of no objection) for that purpose;

- (v) the Bank may receive money or other property in return for providing the data to the other persons in paragraph (g)(iv) above and, when requesting the *data subject's* consent or no objection as described in paragraph (g)(iv) above, the Bank will inform the *data subject* if it will receive any money or other property in return for providing the data to the other persons.

If a *data subject* does not wish the Bank to use or provide to other persons his/her data for use in direct marketing as described above, the *data subject* may exercise his/her opt-out right by notifying the Bank.

- (h) Under and in accordance with the terms of the Ordinance and the Code of Practice on Consumer Credit Data approved and issued under the Ordinance, any *data subject* has the right:-
 - (i) to check whether the Bank holds data about him and/or access to such data;
 - (ii) to require the Bank to correct any data relating to him which is inaccurate;
 - (iii) to ascertain the Bank's policies and procedures in relation to data and to be informed of the kind of personal data held by the Bank and/or he/she has access to;
 - (iv) to be informed on request which items of data are routinely *disclosed* to credit reference agencies or debt collection agencies, and be provided with further information to enable the making of an access or correction request to the relevant credit reference agency or debt collection agency; and
 - (v) in relation to any *account* data (including, for the avoidance of doubt, any *account* repayment data) which has been provided by the Bank to a credit reference agency, to instruct the Bank, upon termination of the *account* by full repayment, to make a request to the credit reference agency to delete such *account* data from its database, as long as the instruction is given within five years of termination and at no time was there any default of payment in relation to the *account*, lasting in excess of 60 days within five years immediately before *account* termination. *Account* repayment data includes amount last due, amount of payment made during the last reporting period (being a period not exceeding 31 days immediately preceding the last contribution of *account* data by the Bank to a credit reference agency), remaining available credit or outstanding balance and default data (being amount past due and number of days past due, date of settlement of amount past due, and date of final settlement of amount in default lasting in excess of 60 days (if any)).
- (i) In the event of any default of payment relating to an *account*, unless the amount in default is fully repaid or written off (other than due to a bankruptcy order) before the expiry of 60 days from the date such default occurred, the *account* repayment data (as defined in paragraph (h)(v) above) may be retained by the credit reference agency until the expiry of five years from the date of final settlement of the amount in default.
- (j) In the event any amount in an *account* is written-off due to a bankruptcy order being made against a *data subject*, the *account* repayment data (as defined in paragraph (h)(v) above) may be retained by the credit reference agency, regardless of whether the *account* repayment data reveal any default of payment lasting in excess of 60 days, until the expiry of five years from the date of final settlement of the amount in default or the expiry of five years from the date of discharge from a bankruptcy as notified by the *data subject* with evidence to the credit reference agency, whichever is earlier.
- (k) Without limiting the generality of the foregoing, the Bank may from time to time access the personal and *account* information or records of a *data subject* held by the credit reference agency for the purpose of reviewing any of the following matters in relation to the existing credit facilities granted to a *data subject* or a third party whose obligations are guaranteed by a *data subject*:-
 - (i) an increase in the credit amount;
 - (ii) the curtailing of credit (including the cancellation of credit or a decrease in the credit amount); and
 - (iii) the putting in place or the implementation of a scheme of arrangement with the *data subject* or the third party.
- (l) The Bank may have obtained a credit report on a *data subject* from a credit reference agency in considering any application for credit. In the event a *data subject* wishes to access the credit report, the Bank will advise the contact details of the relevant credit reference agency.
- (m) Data of a *data subject* may be processed, kept and transferred or *disclosed* in and to any country as the Bank or any person who has obtained such data from the Bank referred to in (e) above considers appropriate. Such data may also be processed, kept, transferred or *disclosed* in accordance with the local practices and laws, rules and regulations (including any governmental acts and orders) in such country.
- (n) In accordance with the terms of the Ordinance, the Bank has the right to charge a reasonable fee for the processing of any data access request.
- (o) The person to whom requests for access to or correction of data held by the Bank, or for information regarding the Bank's data policies and practices and kinds of data held by the Bank are to be addressed is as follows:

Data Protection Officer
STANDARD CHARTERED BANK (HONG KONG) LIMITED
GPO Box 21, Hong Kong

Should you have any queries, please do not hesitate to contact either your relationship manager or our designated hotline 2282 2313.

- (p) Nothing in this document shall limit the rights of *data subjects* under the Ordinance.

In this document, unless inconsistent with the context or otherwise specified, the words in italic shall have the following meanings:-

account(s) means, for each facility, service or product which the Bank may from time to time make available to the data subjects, the account that is, opened and/or maintained in respect of it from time to time.

accountholder(s) means holder(s) of an account, and includes joint *accountholder(s)* in case there is more than one holder for an account.

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

data subject(s) includes applicants for or *accountholders* for Facilities, Products and Services, customers, security providers, referees, corporate officers and managers (e.g. authorized signatories, contact persons, company secretary, directors, shareholders, beneficial owners of a corporate), suppliers, agents, contractors, service providers and other contractual counterparties and any third party transacting with or through the Bank.

disclose, disclosing or disclosure, in relation to personal data, includes disclose or disclosing information inferred from the data.

Hong Kong means the Hong Kong Special Administrative Region.

in any capacity means whether as a borrower, mortgagor or guarantor and whether in the *data subject's* sole name or joint names with others. *mortgage count*

means the number of mortgage loans held by the *data subject (in any capacity)* with credit providers in Hong Kong from time to time. *Standard Chartered Group*

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

Please circulate this document to any and all *data subject(s)* relating to your *account(s)* at our Bank. Should there be any inconsistencies between the English and Chinese versions, the English version shall prevail.

Standard Chartered Bank (Hong Kong) Limited

December 2016

Hong Kong

Account Opening Checklist and Guide

To serve you with maximum efficiency, please refer to the details of the checklist and requirements guide below to open an account.

Standard Chartered is required by its regulators and by applicable laws, regulations and/or international standards to identify and verify its clients. The documentation that Standard Chartered is required to obtain is contained within this checklist. Standard Chartered is unable to provide you with account services until receipt of these documents.

The documents that are required, such as those of the Financial Action Task Force, IOSCO, and the Wolfsberg Group apply to all financial institutions. These documentation requirements are designed to:

- make it more difficult for the financial services industry to be used for money laundering and terrorist financing;
- enable financial institutions to guard against fraud;
- ensure that there is no legal barrier, e.g. economic sanctions to providing products or services; and
- enable financial institutions to assist law enforcement by providing available information on customers or activities being investigated.

In general terms, the documentation is required to enable financial institutions to know their client, including its legal status, constitution, and the controlling individuals, e.g. ultimate beneficial owners, directors, and signatories.

The documentation requirements may differ between jurisdictions. Therefore, should you have an existing relationship with Standard Chartered in one country and wish to receive account services from Standard Chartered in another country, the laws or regulations of the second country may require you to provide additional documentation.

We really appreciate your time and effort in providing us with the required documents.

Sole Proprietorship	Partnership	Society / Association / Incorporated Building Owners / Mutual Aid Committee	Limited Liability Company Incorporated in Hong Kong	Companies Incorporated in the People's Republic of China	Companies Incorporated in Taiwan (Republic of China)	Limited Company Incorporated in Overseas Countries (except in People's Republic of China and Taiwan)
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1 Documents provided by the Bank

a	Welcome Letter	✓	✓	✓	✓	✓	✓
b	Account Opening Form	✓	✓	✓	✓	✓	✓
c	Mandate / Schedule (Signatories)	✓	✓	✓	✓	✓	✓
d	Account Terms	✓	✓	✓	✓	✓	✓
e	Standard Terms	✓	✓	✓	✓	✓	✓
f	Country Supplement	✓	✓	✓	✓	✓	✓
g	Conditions for Accounts	✓	✓	✓	✓	✓	✓
h	RMB Factsheet	✓	✓	✓	✓	✓	✓
i	Standard Chartered ATM Card Terms and Conditions (if applicable)	✓	✓	✓	✓	✓	✓
j	Terms and Conditions for _360° Business Rewards (if applicable)	✓	✓	✓	✓	✓	✓
k	Terms and Conditions for Tele-electronic Banking Services (if applicable)	✓	✓	✓	✓	✓	✓
l	International Trade Account Terms and Conditions (if applicable)	✓	✓	✓	✓	✓	✓
m	General Trade Terms (if applicable)	✓	✓	✓	✓	✓	✓
n	Documents Checklist (this document)	✓	✓	✓	✓	✓	✓

Sole Proprietorship	Partnership	Society / Association / Incorporated Building Owners / Mutual Aid Committee	Limited Liability Company Incorporated in Hong Kong	Companies Incorporated in the People's Republic of China	Companies Incorporated in Taiwan (Republic of China)	Limited Company Incorporated in Overseas Countries (except in People's Republic of China and Taiwan)
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2 Documents to be provided by the Client

a	Copy of individuals' identity documents ¹	HK Permanent ID Card/ Passport ¹ of Proprietor, beneficial owners ² and all authorised signatories, certified true by suitable certifier ³	HK Permanent ID Card/ Passport ¹ of all Partners, beneficial owners ² and all authorised signatories, certified true by suitable certifier ³	HK Permanent ID Card/ Passport ¹ of all individuals appearing on the "Board Resolution to Open Bank Account", beneficial owners ² and all authorised signatories, certified true by suitable certifier ³	HK Permanent ID Card/ Passport ¹ of at least 2 directors (including the managing director ⁴), all beneficial owners ² and all authorised signatories, certified true by suitable certifier ³	HK Permanent ID Card/ Passport ¹ of at least 2 directors (including the managing director and the legal representative ⁴), all beneficial owners ² and all authorised signatories, certified true by suitable certifier ³	HK Permanent ID Card/ Passport ¹ of at least 2 directors (including the managing director ⁴), all beneficial owners ² and all authorised signatories, certified true by suitable certifier ³	HK Permanent ID Card/ Passport ¹ of at least 2 directors (including the managing director ⁴), all beneficial owners ² and all authorised signatories, certified true by suitable certifier ³
b	Articles of Association	N/A	N/A	N/A	Original or copy certified true by suitable certifier ³	Original or copy certified true by suitable certifier ³	Copy of Articles of Incorporation (Chinese or English version) certified true by suitable certifier ³	Original or copy certified true by suitable certifier ³
c	Corporate Directors	N/A	N/A	N/A	See section 4	See section 4	See section 4	See section 4
d	Written confirmation declaring details of the registered office, directors and shareholders	N/A	N/A	N/A	N/A	Signed by the director of the account applicant and certified correct by a fit and proper intermediary ⁵ within six months	N/A	If the account applicant is NOT incorporated in British Virgin Islands, Belize, Bermuda, Cayman Islands, Samoa or Seychelles, signed by the director of the account applicant and certified correct by a fit and proper intermediary ⁵ within six months
e	Certificate of Incumbency ⁶	N/A	N/A	N/A	N/A	N/A	N/A	If the account applicant is incorporated in British Virgin Islands, Belize, Samoa, or Seychelles, issued by a reliable registered agent within the last six months, declaring details of the registered office, directors and shareholders
f	Director Declaration ⁶	N/A	N/A	N/A	N/A	N/A	N/A	If the account applicant is incorporated in Bermuda or , Cayman Islands certified by a Fit & Proper Intermediary

Sole Proprietorship	Partnership	Society / Association / Incorporated Building Owners / Mutual Aid Committee	Limited Liability Company Incorporated in Hong Kong	Companies Incorporated in the People's Republic of China	Companies Incorporated in Taiwan (Republic of China)	Limited Company Incorporated in Overseas Countries (except in People's Republic of China and Taiwan)
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2 Documents to be provided by the Client

g	Copies of Particulars of directorship and company secretary	N/A	N/A	N/A	Form NC1/D2A/D2B and Return of Allotments(SC1)/ Annual Return (AR1) certified true by suitable certifier ³	N/A	N/A	N/A
h	Company with multiple layers of ownership	N/A	Where any partner is a corporation, a shareholding structure chart showing the chain of ownership ⁷ to the individual ultimate beneficial owner(s) is required.	N/A	Where any shareholder is a corporation, a shareholding structure chart showing the chain of ownership ⁷ to the individual ultimate beneficial owner(s) is required.	Where any shareholder is a corporation, a shareholding structure chart showing the chain of ownership ⁷ to the individual ultimate beneficial owner(s) is required.	Where any shareholder is a corporation, a shareholding structure chart showing the chain of ownership ⁷ to the individual ultimate beneficial owner(s) is required.	Where any shareholder is a corporation, a shareholding structure chart showing the chain of ownership ⁷ to the individual ultimate beneficial owner(s) is required.
i	FATCA Form ⁹	N/A	Choose one of the FATCA forms (W-9, W-8BEN-E, W-8IMY, W-8EXP, W-8ECI, Entity Tax Declaration Form)	Choose one of the FATCA forms (W-9, W-8BEN-E, W-8IMY, W-8EXP, W-8ECI, Entity Tax Declaration Form)	Choose one of the FATCA forms (W-9, W-8BEN-E, W-8IMY, W-8EXP, W-8ECI, Entity Tax Declaration Form)	Choose one of the FATCA forms (W-9, W-8BEN-E, W-8IMY, W-8EXP, W-8ECI, Entity Tax Declaration Form)	Choose one of the FATCA forms (W-9, W-8BEN-E, W-8IMY, W-8EXP, W-8ECI, Entity Tax Declaration Form)	Choose one of the FATCA forms (W-9, W-8BEN-E, W-8IMY, W-8EXP, W-8ECI, Entity Tax Declaration Form)
j	Account Opening Supplement	Original only	N/A	N/A	N/A	N/A	N/A	N/A

3 Licenses/ Registration/Certificates to be provided by the Client

a	Copy of Business Registration Certificate or equivalent document	Certified true by suitable certifier ³	Certified true by suitable certifier ³	N/A	Certified true by suitable certifier ³	Copy of Certificate of Enterprise Code, Certificate of Taxation and Business License for Corporate Entities certified true by suitable certifier ³	Copy of Business License (Chinese/ English version) certified true by suitable certifier ³	If applicable. Business Registration Certificate is required if the company has a place of business in Hong Kong. (certified true by suitable certifier) ³
b	Copy of Certificate of Incorporation/Registration	N/A	N/A	Copy of Certificate of Registration (If applicable), certified true by suitable certifier ³	Copy of Certificate of Incorporation, certified true by suitable certifier ³	N/A	N/A	Copy of Certificate of Incorporation, certified true by suitable certifier ³
c	Copy of Constitution	N/A	N/A	If applicable, certified true by suitable certifier ³	N/A	N/A	N/A	N/A

Sole Proprietorship	Partnership	Society / Association / Incorporated Building Owners / Mutual Aid Committee	Limited Liability Company Incorporated in Hong Kong	Companies Incorporated in the People's Republic of China	Companies Incorporated in Taiwan (Republic of China)	Limited Company Incorporated in Overseas Countries (except in People's Republic of China and Taiwan)
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3 Licenses/ Registration/Certificates to be provided by the Client

d	Other Documents	N/A	N/A	Copy of confirmation letter issued by District Office, certified true by suitable certifier ³ , for Mutual Aid Committee only	N/A	Copy of Overseas Account Opening Application Form for accounts opened outside China issued by State Administration of Exchange Control certified true by Local Government or bankers.	Copy of Alterations in company limited by shares Registration Card and Company Registration Amendment Card issued by Ministry of Economic Affairs certified true by suitable certifier. ³	N/A
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4 Documents to be provided by the Client for Application with Corporate Directors

a	Copy of directors' board resolution of corporate director(s) resolving to appoint authorised representatives to handle banking business of other companies, for which they are corporate directors, to be certified true by suitable certifier ³ ; and specimen signatures of the authorised signatories to be verified by a notary public or a banker in any of the countries listed in Note 8
b	Copy of "Certificate of Incorporation" certified true by suitable certifier ³
c	Original or copy of Articles of Association certified true by suitable certifier ³
d	Copy of "Business Registration Certificate" certified true by suitable certifier ³ (if the corporate director is registered and / or has a place of business in Hong Kong)
e	Copy of Form R1 (Notice of Registered Office) (if the corporate director is registered in HK), certified true by suitable certifier ³
f	If the corporate director is incorporated overseas in British Virgin Islands, Belize, Samoa or Seychelles:- - Certificate of Incumbency ⁶ , issued by a reliable registered agent within last 6 months, declaring details of the registered address and directors
g	If the corporate director is incorporated overseas in Bermuda or Cayman Islands - Director Declaration ⁶ certified by a Fit & Proper Intermediary
h	If the corporate director is incorporated in other overseas countries:- - Written confirmation signed by the director of the account applicant, certified correct by a fit and proper intermediary ⁵ , declaring details of the registered address and directors, within 6 months.

5 Notes

1	A copy of Passport must be provided where the individual does NOT hold a HK Permanent ID. (i.e. a letter "A" will be shown on a HK Permanent ID)
2	"Beneficial owner" means: an individual who (i) owns or controls, directly or indirectly, not less than 10% of the issued share capital or the profits of the corporation / partnership; or (ii) is directly or indirectly, entitled to exercise or control the exercise of not less than 10% of the voting rights of the corporation / partnership; or (iii) exercise ultimate control over the management of the corporation / partnership/unincorporated body; or (iv) if the corporation / partnership/unincorporated body is acting on behalf of another person, means the other person.
3	Suitable certifier is defined as (i) a solicitor, an accountant, a notary public, an auditor or a tax advisor in any of the countries listed in Note 8 below, (ii) an officer of a regulated financial institution incorporated in, or operating from, any of the countries listed in Note 8 below, (iii) a current member of the Hong Kong Institute of Chartered Secretaries (HKICS) practicing in Hong Kong, (iv) an officer of an embassy, consulate or high commission of the country of issue of documentary verification of identity, (v) A member of judiciary in any of the countries listed in Note 8 below (vi) Justice of the Peace, or (vii) an officer of Standard Chartered Bank
4	It also includes the natural person who exercises ultimate control over the management of legal entity.
5	A fit and proper intermediary is defined as (i) a financial institution, solicitor or accountant in any of the countries listed in Note 8; or (ii) a company secretarial firm approved by the Bank; and which has been involved in arranging the incorporation of the account applicant or is currently being used by the account applicant.
6	In addition to the Certificate of Incumbency / Director Declaration, account applicants incorporated in Bermuda, Cayman Islands or Samoa must submit also these documents: (i) Certificate of Compliance (for applicant incorporated in Bermuda), (ii) Certificate of Good Standing (for applicant incorporated in Cayman Islands), and (iii) Confirmation of appointment of Resident Agent (for applicant incorporated in Samoa).

5 Notes														
7	It includes company name(s) and country / countries of incorporation for corporate shareholder(s)													
8	Australia Japan	Austria Luxembourg	Belgium Netherlands(*)	Brazil Norway	Canada Poland	Denmark Portugal	Estonia Singapore	Finland South Africa	France Spain	Germany Sweden	Hong Kong Switzerland	Hungary United Kingdom(**)	Iceland United States of America	Ireland Italy
	(*) Excluding Aruba as part of the Kingdom of the Netherlands. (**) Including Gibraltar and the UK Crown Dependencies (The Isle of Man, Guernsey and Jersey)													
9	The W8W9 is a tax document issued by United States for tax filing purpose and customer can choose of the W8W9 form or an Entity Tax Declaration form used by foreign entities to declare their Foreign Account Tax Compliance Act ("FATCA") Status.													
10	A satisfactory bank reference letter* of the company / directors / principal shareholders / beneficial owners is required for ALL overseas companies incorporated for less than 1 year. However, it can be waived if any director/shareholder/beneficial owner is an existing SCB customer or if they are referral from CPA firms / solicitor firms / approved intermediaries or it can be substituted by any latest 3 months bank statement issued for the company.													
11	Instead of providing copies of documents certified true by suitable certifier ³ , you can also present the original documents to any of our branches for certification by a bank officer.													
12	"Intermediary Introduction Certificate" is required if company account opening is referred by an intermediary approved by the Bank.													
13	We reserve the right to conduct a company search and charge you for the cost incurred.													
14	The above information is for reference only, for more updated information, please come to our branches or call our Enquiry Hotline at 2886 8868.													
15	If there is any inconsistency or conflict between the English and Chinese versions, the English version shall prevail.													

* Bank Reference Letter requirements	
1	Letterhead, full name, telephone, facsimile and address of the referee bank.
2	Date of issuance.
3	Clearly state the customer's full name (or company name); and his/her ID document number (or Certificate of Incorporation number for company) or his/her/its account number.
4	Full name and signature of an officer of the referee bank.

Remarks:

- Additional documents may be required for the account opening upon the request from the bank.
- This Account Opening Checklist and Guide is for reference only and the requirements stated may change from time to time. Should there be any inconsistencies between this document and the Bank's internal policy & procedures, the latter shall prevail.

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:
- (a) there are sufficient funds in the Account for the Withdrawal;
 - (b) Your Payment Instrument is drawn and properly completed in Our prescribed form; and
 - (c) 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.
- Automatic overdrafts:** If We allow Your Account to be overdrawn without Notifying You, this Clause on Overdrafts will apply.
- 5.3 **Repayment on demand:** You must repay any debit balance on an Account on demand.
- 5.4 **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.



- 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 **Payment 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.

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 Subsidiary;
- (b) any of its Holding Company; or
- (c) any other Subsidiary of any such Holding Company, including head office 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 (regardless of cause) 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 maybe hostile, intrusive or disruptive, including viruses, worms, trojans, backdoors, spyware or keyloggers.



“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 measure 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 an 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” mean 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 Interpreting these Standard Terms

- (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, or guideline, sanction, embargo or restrictive measure (whether or not having the force of law) of any Authority and any 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; and
- (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, 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 or 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.



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 functionally 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.



- 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;
 - (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, a 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:



- (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 Locations, 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 Material 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 fully 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.



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

Standard Chartered

Consolidated Country Supplement (Hong Kong)

For Services provided to You in or into Hong Kong, 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.

Deposit Protection Scheme Country Supplement

Deposit in Savings Account, Current Account and Time Deposit Account are deposits qualified for protection under the Deposit Protection Scheme in Hong Kong (the "Scheme"). However, a time deposit with a tenor exceeding 5 years will NOT be protected under the Scheme.

Account Terms Country Supplement

- 1 Every Account is subject to the prevailing Conditions for Accounts.
- 2 Clause (*No grant of interest*) shall not apply if it is indicated that You do not hold the Deposit with Us in Your own right.
3. **Dormant accounts**
 - 3.1 If no withdrawal, deposit or fund transfer is made by you or any other party other than the bank on a savings account or current/cheque account for 12 consecutive months or such other period that we notify to you, we classify the account as dormant.
 - 3.2 Unless prohibited by law, if the aggregate balance standing to the credit of a dormant account is below the minimum limit set out in the tariff sheet or elsewhere in our banking agreement, we may debit the dormant account fee set out in the tariff sheet or elsewhere in our banking agreement or as notified by us until there is no credit balance in the account following which the account will be closed.
 - 3.3 We will give you 14 days' notice before charging any dormant account fee.

Standard Terms Country Supplement

1. Definitions and Interpretation

- 1.1 Definition (*Banking Day*) does not include Saturdays, Sundays and public holidays.
- 1.2 Sub-paragraph (g) of the definition (*Force Majeure*) shall include cancellation, extinction or disintegration of any currency.
- 1.3 Clause 1.2(a)(iii) will be amended by adding the following underlined wordings to read as:-

"**person**" includes an individual, a sole proprietorship, a partnership, a body corporate, an unincorporated association, a government, a state, an agency of a state and a trust;"
- 1.4 To the extent of any inconsistency between the Standard Terms and any specific terms that apply to any products or services made available to You by Us from time to time ("product terms"), the product terms prevail. If there is any inconsistency between the Standard Terms and product terms on one hand, and any confirmation provided by Us to You that the use of such products or services is approved by Us on the other, such confirmation prevails.

2. Data Protection

Any Personal Information:

- (a) will also be subject to terms of the Notice to Customers and Other Individuals relating to the Personal Data

(Privacy) Ordinance and the Code of Practice on Consumer Credit Data; and

- (b) may be disclosed to any financial institution You have or propose to have dealings with to enable such financial institution to conduct credit checks on You; and
- (c) may be used in accordance with Our policies, terms and conditions or notices made available by Us to You from time to time.

3. Disclosure

Clause (*Disclosure of information*) will be added with the following wordings

"(e) any correspondent bank or clearing bank"

4. Termination and Suspension

The following Clause 16.2 (f) will be added to Clause 16.2 and accordingly, Clause 16.2 and paragraphs (e) and (f) shall read as:-

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

- (e) upon the occurrence of any circumstance affecting You or the Service which We reasonably consider exceptional; or
- (f) if You are a sole proprietor or sole proprietorship, the sole proprietor dies or becomes incapacitated."

5. Partnership and Sole Proprietorship

Clause 17 and 17.1 will be amended to read as:-

17. Partnership and Sole Proprietorships

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, You implement a name change or are dissolved. For sole proprietorships, the sole proprietor or the individual constituting the sole proprietorship is liable for all debts and other liabilities owed by You to Us even if there are any changes in the way the sole proprietorship is constituted. You implement a name change or the sole proprietorship no longer exists."

6. Indemnity and Limitation of Liability

We expressly draw your attention to Clause 10 which relates to the limitation or exclusion of Our liabilities.

7. Risk Disclosure relating to Renminbi Account

If You are applying for a Renminbi Account, please note:-

- (a) Renminbi ("RMB") exchange rate, like any other currency, is affected by a wide range of factors and is subject to fluctuations. Such fluctuations may result in gains and losses in the event that the customer subsequently converts RMB to another currency (including Hong Kong dollars); and
- (b) RMB is currently not freely convertible and conversion of RMB through banks in Hong Kong is subject to restrictions specified by the Bank and regulatory requirements applicable from time to time. The actual conversion arrangement will depend on the re-strictions prevailing at the relevant time.



8. e-Cheques

8.1 Definitions:

“Bills of Exchange Ordinance” means the Bills of Exchange Ordinance (Cap. 19, Laws of Hong Kong), as may be amended from time to time.

“Clearing House” means Hong Kong Interbank Clearing Limited and its successors and assigns.

“Deposit Channel” means any channel offered by us from time to time for presentment of e-Cheques for deposit.

“e-Cheque” has the meaning ascribed to it in the e-Cheque Drop Box Terms.

“e-Cheques Deposit Services” mean the services offered by us to clients from time to time for depositing e-Cheques.

“e-Cheque Drop Box” or **“e-Cheque Drop Box Service”** has the meaning ascribed to it in the e-Cheque Drop Box Terms.

“e-Cheque Drop Box Account” has the meaning ascribed to it in the e-Cheque Drop Box Terms.

“e-Cheque Drop Box Terms” means all the terms and conditions prescribed by the Clearing House from time to time for governing the e-Cheque Drop Box Service provided by the Clearing House and the use of the e-Cheque Drop Box Service.

“Industry Rules and Procedures” means the rules and operating procedures governing the handling of e-Cheques developed or adopted by the Clearing House and the banking industry from time to time.

“Payee Bank” means the bank at which a Payee Bank Account is held.

“Payee Bank Account” means, in respect of each e-Cheque presented for deposit using the e-Cheque Deposit Services the bank account of the payee of the e-Cheque maintained with us into which the e-Cheque is to be deposited which may be a sole name or a joint name account of the payee.

“Payer Bank” has the meaning ascribed to it in the e-Cheque Drop Box Terms.

8.2 e-Cheque Deposit Services provisions – applicability

The provisions in this Part apply to our services relating to e-Cheques. This Part supplements and forms part of our Standard Terms Country Supplement (“Existing Terms”). The provisions of the Existing Terms which apply to paper cheques or generally to our services continue to apply to e-Cheques and our e-Cheques Deposit Services to the extent that they are relevant and not inconsistent with the provisions in this Part. The provisions of this Part prevail if there is any inconsistency between them and the provisions of the Existing Terms with respect to the e-Cheques Deposit Services.

8.3 Nature and scope of e-Cheque Deposit Services

We may provide e-Cheques Deposit Services at our discretion. If we provide e-Cheques Deposit Services to you, you may deposit e-Cheques. In order to use the e-Cheques Deposit Services, you have to provide such information and documents and accept such terms and conditions which may be required or prescribed by us and the Clearing House respectively from time to time. You may also be required to sign forms and documents prescribed by us from time to time.

8.4 e-Cheques Deposit Services allow you and other persons to present e-Cheques (whether payable to you and/or any other holder of the Payee Bank Account) for deposit with us (as Payee Bank), using the e-Cheque Drop Box Service offered by the Clearing House or using our Deposit Channels, in accordance with Clause 6.6, 6.7 and 6.8 below.

8.5 We may provide e-Cheques Deposit Services relating to e-Cheques that are issued in any currency specified by us from time to time, including Hong Kong dollars, US dollars or Renminbi.

8.6 We have the right to set or vary from time to time the conditions for using the e-Cheques Deposit Services. These conditions may include the following (or any of them):

- i. the service hours of the e-Cheques Deposit Services (including cut-off times for presenting e-Cheques); and
- ii. any fees and charges payable by you for the e-Cheques Deposit Services.

8.7 e-Cheques Deposit Services

The e-Cheques Deposit Services may allow presentment of e-Cheques for deposit with us (as Payee Bank) using the e-Cheque Drop Box Service provided by the Clearing House or using our Deposit Channels.

8.8 e-Cheque Drop Box Service

- i. The e-Cheque Drop Box Service is provided by the Clearing House. You are bound by the e-Cheque Drop Box Terms in relation to your use of the e-Cheque Drop Box Service. You are solely responsible for performing your obligations under the e-Cheque Drop Box Terms.
- ii. In order to use the e-Cheque Drop Box Service, you are required by the e-Cheque Drop Box Term to register an e-Cheque Drop Box Account with one or more Payee Bank Account for presenting e-Cheques. You are allowed by the e-Cheque Drop Box Terms to register an e-Cheque Drop Box Account with a Payee Bank Account that is your same-name account or an account other than your same-name account. You are responsible for the presentment of all e-Cheques by you or any other person using your e-Cheque Drop Box Account (including presentment of any e-Cheques to a Payee Bank Account other than your same-name account).
- iii. Any issue relating to the use of the e-Cheque Drop Box Service should be handled in accordance with the e-Cheque Drop Box Terms. We may (but have no obligation to) provide reasonable assistance to you. In particular, we do not have the electronic record or image of any e-Cheque deposited using the e-Cheque Drop Box Service. On your request, we may (but have no obligation to) provide the date, e-Cheque amount, e-Cheque number, payee name and any other information agreed by us relating to an e-Cheque deposited using your e-Cheque Drop Box Account.
- iv. We give no representation or guarantee, whether express or implied, relating to the availability, quality, timeliness or any other aspect of the e-Cheque Drop Box Service provided by the Clearing House. Unless otherwise stated in the e-Cheque Drop Box Terms, you bear the responsibilities and risks relating to the use of the e-Cheque Drop Box Service. We are not liable for loss, damage or expense of any kind which you or any other person may incur or suffer arising from or in connection with the use of the e-Cheque Drop Box Service.

8.9 Our Deposit Channels

We may specify or vary from time to time (i) the available Deposit Channels without notice; and (ii) the terms governing the use of any Deposit Channel.

Handling of e-Cheques, associated risks and our liabilities

8.10 Handling of e-Cheques

You understand that we and other banks have to follow the Industry Rules and Procedures in the handling, processing, presentment, payment, collection, clearance and settlement of e-Cheques payable to you. Accordingly, we are entitled to collect any e-Cheque payable to you by presenting that e-Cheque to the Payer Bank in accordance with the Industry Rules and Procedures even if the Bills of Exchange Ordinance may not expressly provide for presentment of e-Cheques or may specify other manner for presentment of cheques.



8.11 Restriction of our liability

Without reducing the effect of the provisions of the Existing Terms:

- (i) we are not liable for loss, damage or expense of any kind which you or any other person may incur or suffer arising from or in connection with the use of the e-Cheques Deposit Services or the handling, processing, presentment, payment, collection, clearance or settlement of e-Cheques presented by you or any other person using the Deposit Channels provided by us to you, except to the extent that any loss, damage or expense incurred or suffered is direct and reasonably foreseeable arising directly and solely from our negligence or wilful default or that of our officers, employees or agents;
- (ii) in particular and for clarity, we are not liable for loss, damage or expense of any kind which you or any other person may incur or suffer arising from or in connection with the following (or any of them):
 - 1. use of the e-Cheque Drop Box Service by you or any other person, or the e-Cheque Drop Box Terms;
 - 2. your failure to comply with your obligations relating to the e-Cheques Deposit Services;
 - 3. presentment of any e-Cheque payable to you in accordance with the Industry Rules and Procedures despite the provisions of the Bills of Exchange Ordinance; and
 - 4. any failure or delay in providing the e-Cheques Deposit Services, or any error or disruption relating to the e-Cheques Deposit Services, caused by or attributed to any circumstance beyond our reasonable control; and
- (iii) in no event will we be liable to you or any other person for any loss of profit or any special, indirect, consequential or punitive loss or damages.

8.12 Your Confirmation and indemnity

- (i) You accept the restriction of liabilities and disclaimers imposed by us and the Clearing House in relation to the e-Cheques Deposit Services and the services provided by the Clearing House respectively. You accept and agree to bear the risks and the liabilities for depositing e-Cheques.
- (ii) Without reducing the effect of any indemnity given by you under the Existing Terms, any other document forming our banking agreement, or any other rights or remedies that we may have, you will indemnify us and our officers, employees and agents and hold each of them harmless against all liabilities, claims, demands, losses, damages, costs, charges and expenses of any kind (including legal fees on a full indemnity basis and other expenses reasonably incurred) which may be uncured or suffered by us or any of them and all actions or proceedings which may be brought by or against us or any of them as a result of or in connection with our provision of the e-Cheques Deposit Services or your use of the e-Cheques Deposit Services.
- (iii) The above indemnity does not apply to the extent that it is proved that any liabilities, claims, demands, losses, damages, costs, charges, expenses, actions or proceedings are direct and reasonably foreseeable arising directly and solely from our negligence or wilful default or that of our officers, employees or agents.
- (iv) The above indemnity shall continue to have effect after the termination of the e-Cheques Deposit Services.

Conditions for Account (Hong Kong) Supplement

1. Hong Kong Dollar Savings Account

The following will replace Clause 3.2(a) of the Conditions for Account (Hong Kong):-

(a) Interest Payments

"Interest at Our prevailing Hong Kong Dollar Savings Account Rate shall be compound interest and will be calculated daily on the credit balance on the Account on the basis of a 365 or 366 day year and credited monthly."

2. Overdraft Facility

The definition of "Balance Criterion" under clause 4.3 of the Conditions for Account (Hong Kong) shall be replaced by the following:-

"Balance Criterion" means a combined average daily deposit balance of such minimum amount as may from time to time be notified by Us in Your monthly statement(s) for the purpose of the overdraft facility mentioned below. This includes balances on Your Eligible Accounts in the same name and in the same capacity. Such average daily balance will be calculated monthly from the first to the last day of each calendar month, other than for US dollar Swap Deposits for which the principal amount stated in the latest relevant monthly statement(s) will be taken. The balance will also be net of any deposits which are subject to any lien, set-off, encumbrance or security interest. For foreign currency deposits, the Hong Kong Dollar equivalent calculated at Our prevailing exchange rates will be used.

3. For Savings Accounts:

The following Clause 3.1 (e) (vii) will be added to Clause 3.1 Withdrawals and Payments

(vii) A third party may only make withdrawals from a savings account with a passbook if they prove their identity to our satisfaction and provide:

- the passbook;
- an original debit slip signed by you or an authorised person;

The amount to be withdrawn by the third party must not exceed any maximum amount we set.

Standard Chartered

Conditions for Accounts (Hong Kong)

Hong Kong Dollar and Foreign Currency Savings Account

Hong Kong Dollar and US Dollar Current Accounts

Hong Kong Dollar Time / Foreign Currency Time / US Dollar
Swap Deposit Accounts

1. Applications

In opening any Account (including Hong Kong Dollar Savings Account, Foreign Currency Savings Account, Hong Kong Dollar Current Account, US Dollar Current Account, Hong Kong Dollar Time Deposit Account, Foreign Currency Time Deposit Account or US Dollar Swap Deposit Account) or applying for and utilizing the Investment Services, You the account holder(s) ("Customer") agree(s) to be bound by the Agreement and the following conditions ("Conditions").

2. Interpretation

"Current Account" and/or **"Hong Kong Dollar Current Account"** includes references to "US Dollar Current Account" save for the purposes of (i) Condition 4.1 but only to the extent that it purports to extend Condition 3.2 (b) to apply also to Hong Kong Dollar Current Accounts; and (ii) Condition 4.3 (b).

"Designated Signature" means Your specimen signature or name chop for the operation of the Accounts.

"Eligible Accounts" means Hong Kong Dollar Savings Account, Hong Kong Dollar Current Account, Hong Kong Dollar Time Deposit Account, Foreign Currency Time Deposit Account, Foreign Currency Savings Account and US Dollar Swap Deposit and other accounts as We may from time to time determine, but excluding accounts of any type maintained with Our Financial Markets division.

"Fund Investments" includes units or shares in mutual fund corporations, unit trusts or other collective investment schemes or individual share classes therein which have been authorized by the Securities and Futures Commission of Hong Kong.

"Investment Services" means the investment advisory or dealing services We provide as described in clause 12.4.

"Securities" has the meaning ascribed to it in Schedule 1 of the Securities and Futures Ordinance (Cap.571 Laws of Hong Kong).

"Standard Chartered ATM Card" means a Standard Chartered ATM Card We issue for use at Our automated teller machines or of any other participating institutions, and includes such card as may be re-named or replaced from time to time at Our discretion.

3. Savings Account

3.1 For all Savings Account:

(a) Passbook

- (i) You will be supplied with a passbook (if required) in which We will enter the amounts deposited and withdrawn. Only We can make entries in the passbook.
- (ii) The passbook is for Your reference and does not necessarily indicate the correct balance of the Account.

(b) Account Number Card

- (i) An Account Number Card for operating an Account will be issued to You for Your sole use.
- (ii) You must exercise all due care and attention to prevent loss of Your passbook, Account Number Card, Standard Chartered ATM Card and seal or chop used for operating an Account. Notice in writing should be given to Us at once if a passbook, Account Number Card, Standard Chartered ATM Card, seal or chop is lost, mislaid, or stolen. We shall not be responsible for any payment made prior to receiving such written notice. If a passbook, Account Number Card, Standard Chartered ATM Card or seal or chop used for operating an Account is lost, mislaid, stolen or spoiled, You will pay Us a report loss charge and We may, on receiving a satisfactory explanation and indemnity and payment of a replacement fee prescribed by Us, issue a new passbook, Account Number Card or Standard Chartered ATM Card, as the case may be.
- (iii) The passbook, Account Number Card and Standard Chartered ATM Card are neither transferable or assignable and cannot be pledged or charged as security.

(c) Deposits

When You make a Deposit in an Account at any branch of Ours, You will receive a counterfoil which must be validated by a teller's machine or bear the initial of Our authorized officer. Cheques are received on a collection basis only and receipt of the counterfoil should not be construed to mean that the Deposit to the Account has been cleared.

(d) Minimum Balances

We reserve the right: (i) to pay lower rates of interest, or no interest at all, on balances below certain amounts We determine; and (ii) to pay no interest if the interest payable in a month would be less than a certain amount We determine. We will inform You of the prevailing amounts upon enquiry.

(e) Withdrawals and Payments

- (i) Subject to (vi) below We will repay Deposits on demand without prior notice on production of: (01) a passbook or an Account Number Card; (02) a valid personal identification document; and (03) a withdrawal form bearing Your signature or of an authorized signatory for the Account (and/or, in the case of a personal customer, a seal or chop), at any branch of Ours during the hours that it is open for business.
- (ii) You should carefully examine Your passbook and any counterfoil made for Deposits before leaving the counter to ensure that the entries made are correct.
- (iii) Any payment made by Us against the items listed in Paragraph (i) above and where the signature, seal or chop purports to be that of Your's (or its authorized signatory in the case of a non-personal Customer) shall have the same effect as if made to the customer personally.



- (iv) Withdrawal by any party other than You is not allowed except with Our consent which may be given or withheld subject to such conditions as We may impose.
- (v) Withdrawals cannot be made by means of cheques.
- (vi) We reserve the right to require prior notice from You before permitting large cash withdrawals or Deposits. The amounts where notice is required may be ascertained upon enquiry with any of Our branches. We reserve the right to levy a service fee for large cash withdrawals or Deposits.

3.2 Hong Kong Dollar Savings Account

(a) Interest Payments

Interest at Our prevailing Hong Kong Dollar Savings Account Rate shall be simple interest and will be calculated daily on the credit balance on the Account on the basis of a 365 or 366 day year and credited monthly.

(b) Standard Chartered ATM Card

Withdrawals from a Hong Kong Dollar Savings Account may be made at Our automated teller machines or of any other participating institutions on production of a Standard Chartered ATM Card and input of the Customer's Personal Identification Number.

3.3 Foreign Currency Savings Account

(a) Interest Payments

Interest on the credit balance of a Foreign Currency Savings Account at Our prevailing interest rate for the relevant currency of the Account shall be simple interest and calculated on the basis of a 365 or 366 (in leap years) day year where the credit balance is denominated in Sterling Pound or Singapore Dollars and a 360 day year (in both ordinary and leap years) where the credit balance is denominated in other currencies or as We may determine from time to time. Interest will be credited to the Account monthly or at other regular intervals determined by Us. You may enquire what the prevailing minimum level is for earning interest.

(b) Commission

A commission in lieu of exchange may be levied on the value of the currency notes, cheques, drafts, payment orders or other monetary instruments in the currency of the Account accepted by Us for Deposit or requested by You on withdrawal.

4. Hong Kong Current Account

4.1 Withdrawals and Payment

Conditions 3.1(e)(i), (iii), (iv) and (vi) and 3.2(b) apply (where applicable) to withdrawals from Hong Kong Dollar Current Accounts. We may also permit withdrawals from a Current Account on production of a withdrawal form which complies with Condition 3.1(e)(i) and/or such other documents as We may require.

4.2 Cheques and Cheque Books

We issue cheque books on the following terms and conditions.

- (a) Cheque books must at all times (except when in use) be kept in a safe place.
- (b) If a signed cheque, blank cheque or a cheque book is lost or stolen, You must immediately report such loss in writing to Us.
- (c) All cheques must be written in non-erasable ink or ball-point pen in Chinese or English and be signed in

conformity with the specimen signature registered with Us.

- (d) You must exercise care when drawing cheques and agree that You will not draw cheques by any means or in any manner which may enable a cheque to be altered or may facilitate fraud or forgery. In particular, cheques should not be pre-signed in blank. When drawing cheques, the words and figures of the amount should be as close to each other and to the left-hand margin as possible so as to leave no space for insertions. The word "only" should be added after the amount stated in words. Only Arabic numerals should be used for figures.
- (e) Any alteration on a cheque must be confirmed by the full signature of the drawer. We may at Our discretion return unpaid a cheque which is incorrectly completed, altered without the drawer's full signature, post-dated or out of date.
- (f) A "bearer cheque" is payable to bearer while an "order cheque" can only be paid to the named payee or the person in whose favour the cheque is purportedly endorsed by the payee. In sending cheques through the post or otherwise, You should delete the words "or bearer" and cross the cheque to minimize the risk of fraud or forgery.
- (g) Applications for a new cheque book may be made by presenting the duly completed and signed cheque book application form contained in the cheque book, or through such other medium as We may provide from time to time. We can refuse the issue of a cheque book.
- (h) Once approved, We shall deliver the required cheque book to You or hand it to the bearer of the application form, or forward it by messenger or by post to Your address according to Your Instructions.
- (i) Before using the new cheque book You should verify the cheque serial numbers, account number and name printed thereon as well as the number of cheques. Any irregularities should be promptly reported to Us.
- (j) You may stop payment of a cheque by giving full particulars in writing before the cheque has been paid. We may at Our discretion accept verbal Instructions to stop payment of a cheque.

4.3 Overdraft Facility

- (a) For the purpose of this Condition 4.3, save where the context otherwise requires:

"Balance Criterion" means a combined average daily deposit balance of such minimum amount as may from time to time be notified by Us in Your monthly consolidated statement for the purpose of the overdraft facility mentioned below. This includes balances on Your Eligible Accounts in the same name and in the same capacity. Such average daily balance will be calculated monthly from the first to the last day of each calendar month, other than for US dollar Swap Deposits for which the principal amount stated in the latest monthly consolidated statement will be taken. The balance will also be net of any deposits which are subject to any lien, set-off, encumbrance or security interest. For foreign currency deposits, the Hong Kong Dollar equivalent calculated at Our prevailing exchange rates will be used.

"Eligible Person" means a customer who has :

- (i) Satisfied the Balance Criterion; and
 - (ii) Been notified by Us in the Account statement that he is an Eligible Person.
- (b) We will review monthly any overdraft facility granted to an Eligible Person on his Hong Kong Dollar Current Account and may at any time in its absolute discretion increase, decrease, terminate or suspend such facility



and/or require immediate payment of all amounts outstanding and all accrued interest and/or notify You that the Eligible Person has ceased to be an Eligible Person.

- (c) If an Eligible Person agrees not to exceed the overdraft amount agreed by Us, We may decline to honour cheques and payment instructions if payment would result in the overdraft limit being exceeded. Uncleared funds will not be taken into account in determining the balance available under the overdraft facility.
- (d) We will charge interest on Your overdrawn Account. Interest will accrue daily on the basis of a 365 of 366 day year and will be debited at monthly intervals.
- (e) If You are not or cease to be an Eligible Person, You shall ensure that the Account does not become overdrawn, unless You have made special arrangements beforehand with Us.

4.4 Electronic Recording of Cheques

- (a) Cheques drawn by You which have been paid may, after having been recorded in electronic form, be retained by the collecting bank or Hong Kong Interbank Clearing Limited ("HKICL") for such period as is stated in the rules relating to the operation of HKICL and after this, they may be destroyed by the collecting bank or HKICL as the case may be; and
- (b) We can contract inter alia with collecting banks and HKICL in accordance with the terms in Condition 4.4 (a).

5. Time Deposit Accounts

5.1 Interpretation

For the purpose of this Condition 5, save where the context otherwise requires:

- (a) "Deposit Account" means a time deposit made by You with Us for a pre-determined period but excluding any time deposit made with Our Financial Markets division.
- (b) If any Deposit Account matures or payment by Us is to be made on a day which is not a Banking Day, then the day shall be extended to the following Banking Day.

5.2 Deposits

Deposits into a Deposit Account may be made in such minimum amounts for such periods and at such prevailing interest rates as We determine for each currency.

5.3 Interest Payments

Interest on a Deposit Account shall be simple interest and calculated on a 365 or 366 day year basis where the credit balance is denominated in Hong Kong dollar, on a 365 or 366 day year basis where the credit balance is denominated in Sterling Pound, and on a 360 day year basis (in both ordinary and leap years) where the credit balance is denominated in other currencies, or such other day year basis as We may determine from time to time.

5.4 Withdrawals and Payment

- (a) Withdrawal or transfer of Deposits from a Deposit Account, whether partially or in full, or changes to the tenure or currency of a Deposit Account may not be made before maturity unless We consent. We shall be entitled to withhold all or part of the interest accrued on the Deposit Account and/or impose a minimum amount of uplift, service and/or other charges and/or such other terms and conditions.
- (b) In the absence of Your Instructions for renewal or disbursement of the Deposit Account upon maturity, the Deposit Account inclusive of accrued interest will be successively and automatically renewed for the same

period and the same currency at the prevailing interest rate.

- (c) Deposits into a Hong Kong Dollar Deposit Account may be uplifted on the date the notice is received (provided that the notice is received by Our branch no less than 2 hours before the branch closes). Deposits into a Deposit Account in other currencies may be uplifted on two Banking Days prior notice to Our branch, with the exception of United States Dollar deposits which may generally be uplifted on the same date notice is received provided United States Dollar currency is available at that branch.
- (d) A Deposit Account may not be drawn against by cheque.

6. Deposit of Funds

6.1 Without prejudice to the Standard Terms "Disclosure of Information" clause, all cheques and other monetary instruments (including inward remittances) are accepted for an Account at Our discretion and, with the exception of those drawn on overseas centres, are credited subject to their being paid and to the rules of the relevant Clearing House in force at the time, where applicable, unless We otherwise permit. Interest shall accrue from the day when the cheques or other monetary instruments (including inward remittances, as the case may be) are accepted by Us for Deposit and are credited to the Account. You may ascertain by enquiry to Us the usual time required for clearing a cheque or other monetary instrument (including inward remittances) credited to the Account.

6.2 For reasons of security, all cheques sent by post for the credit of Your Account should be "crossed" with two parallel lines across the face and they should be accompanied by a letter or a deposit voucher in order that there can be no doubt as to how the cheques are to be applied.

6.3 Acceptance of foreign currency notes is at Our sole discretion.

7. Repayment

7.1 All deposits and credit balances in Accounts held by Us in Hong Kong will only be repayable in Hong Kong. We may allow withdrawal at another branch outside Hong Kong.

7.2 At Our discretion and subject to Your due written authorization, We may effect repayment of any amount standing to the credit of an Account by payment to a bank in or outside Hong Kong by means of electronic payment, telegraphic transfer or other means of automatic transfer subject to Our then prevailing charges.

8. Exchange Rates, Fees and Charges

8.1 We may impose fees or charges for providing any form of Services on any Account, as detailed in Our tariff of charges published from time to time and displayed at Our premises. The tariff will be provided to You on request, and may be revised by Us at Our discretion upon prior notice to You. Charges outside the tariff will be advised when the Services for which the charges are imposed are offered.

8.2 We may impose Service charges if:

- (a) the balance on an Account is zero or is below the minimum balance requirement specified by Us;
- (b) Your average aggregate daily credit balance with Us in any time period We specify is below the amount We stipulate. This only includes balances on Eligible Accounts. For foreign currency deposits, the Hong Kong Dollar equivalent calculated at Our prevailing exchange rates will be used; or



Conditions for Accounts

- (c) an Account is inactive for a continuous period as We specify irrespective of the amount of the balance on the Account.

8.3 Subject to availability and adequate prior notice and Our rights to repay deposits in an Account and interest thereon in Hong Kong Dollars converted at Our prevailing spot rate of exchange at the time of repayment. An Account may be withdrawn in the currency of the Account.

8.4 We may accept for credit to Your Hong Kong Dollar Account a remittance denominated in a foreign currency by conversion of the remittance amount at Our prevailing spot rate of exchange at the time of conversion. Our determination of the then prevailing rate of exchange shall be conclusive and binding on You.

9. Joint Accounts

9.1 If Your Account is a joint account:

- (a) all obligations and liabilities of the joint account holders shall be joint and several;
- (b) upon the death of any joint account holder, the balance (if any) standing to the credit of the joint account and any securities, deeds, boxes and parcels and their contents and property of any description held in the joint names of the account holders shall be held by Us to the order of the survivor or survivors of the joint account holders subject to compliance with the provisions of the Estate Duty Ordinance (Chapter 111), but without prejudice to Our rights in respect thereof arising out of any lien, charge, pledge, set-off, counterclaim or otherwise or to any step which We deem fit to take in view of any claim by any person other than such survivor or survivors;
- (c) We are entitled to accept the signature(s), seal(s) or chop(s) of the joint account holders in accordance with the signing instructions or the signature(s), seal(s) or chop(s) of the survivor or survivors of the joint account holders as a sufficient discharge for the withdrawal of any monies from the joint account; and
- (d) We can debit the Account or grant any advance, credit facilities or accommodation at the request of, or act upon any Instructions received from, one or more of the joint account holders in respect of property of any description held in the joint names of the account holders if such request of Instructions is in accordance with the signing instructions.

9.2 For more than one customer or if You are a partnership then under these conditions (i) references to You shall be construed, as the context requires, to any or each of You (ii) We are entitled to deal separately with any of You on any matter, including the discharge of any liability to any extent, without affecting the liability of any other of You.

10. US Dollar Clearing in Hong Kong

10.1 Pursuant to regulatory requirements in relation to the issue and/or deposit of US Dollar cheques drawn against a US Dollar account in Hong Kong, You:

- (a) acknowledge that the operation of the US Dollar clearing system will be subject to the US Dollar Clearing House Rules and the US Dollar Operating Procedures referred to therein (as may be modified from time to time) (together "the US Dollar Clearing House Rules");
- (b) agree to the provisions of Rule 2.3.5 of the US Dollar Clearing House Rules to the extent that such Rule is applicable or refers to You or Your Transactions;
- (c) agree that, without prejudice to (ii) above, the Hong Kong Monetary Authority ("HKMA") shall not owe any duty or incur any liability to You/Us in respect of any

claim, loss, damage or expense (including without limitation, loss of business, loss of business opportunity, loss of profit, special, indirect or consequential loss) (even if the HKMA knew or ought reasonably to have known of their possible existence) of any kind or nature whatsoever arising in whatever manner directly or indirectly by the giving of any notice, advice or approval in relation or pursuant to the US Dollar Clearing House Rules.

11. Notices and Audit Confirmation

11.1 In accordance with Our auditing procedure, We will from time to time send confirmation letters to You requesting You to check and confirm that the Account balance and dates shown on the letter are correct. You will sign and return the letter to Us as requested.

12. Additional Terms and Conditions for Accounts and Services

The following additional terms and conditions apply where You are an individual, acting in Your personal capacity or a sole trader under a trading name:

12.1 Designated Signature

- 12.1.1 Unless We receive notice in accordance with clause 12.1.3, the Designated Signature shall be Your signature or name chop designated on Your first application to Us for opening Account. If a handwritten signature is mandatory, You will convert Your Designated Signature to a handwritten signature in accordance with clause 12.1.3. If You fail to do so, We are authorized to designate, by notice to You, any handwritten signature of Yours on Our record to be Your Designated Signature.
- 12.1.2 We may rely and act on any written Instructions in respect of any Account which bears the Designated Signature.
- 12.1.3 If You intend to change the Designated Signature, You will deliver to any of Our branches in Hong Kong a completed form for change of Designated Signature. Any such change will be effective after We have received and processed the completed form.
- 12.1.4 We are entitled to require any instrument to be signed or countersigned by all the then existing sole proprietor / directors / partners / members of Yours as We deem necessary.

12.2 Customer Identification

- 12.2.1 We may allow You to open and operate any Account without providing Your signature (or name chop) if Your identification can be verified by other means (including, without limitation, personal identification numbers, passwords and/or codes previously agreed, and/or any additional personal data of Yours which We may reasonably require. You acknowledge the risks inherent in dispensing with the requirement for a signature (or name chop), and accordingly waive any claim against Us in connection with its execution of any unauthorized instructions We accept in good faith.
- 12.2.2 (i) You will at Our request provide Your signature or name chop in circumstances where Your identification cannot be otherwise verified, or where Your signature or name chop is mandatory by reason of any applicable regulatory requirement or Our operational need or policy or for any other reason as We think fit; and



- (ii) except where You have established direct debit authorizations by written instructions, and save as expressly provided for in the Terms, We reserve the right not to accept instructions which are not in writing for transfer of funds between accounts in different names without first having received Your written authorization and/or indemnity in Our prescribed forms.

12.3 Low-Balance Service Charge

- 12.3.1 A service charge may be imposed as We determine, if Your average aggregate daily credit balance in any time period as specified by Us is below the amount We stipulate. This only includes balances held by You in Your sole name or in joint names as primary account holder on Savings Account, Current Account and Time Deposit Account denominated in Hong Kong Dollars and Foreign Currency Savings Account and Time Deposit Account, US Dollar Current Account and US Dollar Swap Deposit Account and such other types of Account as We determine but excludes balances in accounts of any type maintained with Our Financial Markets division. For foreign currency deposits, the Hong Kong Dollar equivalent calculated at prevailing exchange rates will be used.

12.4 Investment Services

- 12.4.1 We can contact You on investment opportunities which We believe may be of interest. You understand that:

- (i) We are not obliged to provide You with any financial, market or investment information, suggestion or recommendation;
- (ii) any information, suggestion or recommendation communicated to You by Us are based on information obtained from sources We believe to be reliable and are for Your own use and consideration only;
- (iii) We make no representation and give no warranty or guarantee as to the accuracy or completeness of any such information, suggestion or recommendation, and assume no responsibility for Your reliance on the same or for the performance or outcome of any investment You make after receipt of the same.

- 12.4.2 The Investment Services We may offer comprise all or any of the following:

- (i) acceptance of Your Instructions in relation to passing to brokers for execution on behalf of You:
 - * purchase or sale of or other dealings in Securities;
 - * the registration, withdrawal or collection of, or distributions from Securities;
 - * the exercise of any rights or claims arising from or relating to Securities, including without limitation dividends, rights issues, conditional cash offers or other corporate actions;
- (ii) acceptance of Your Instructions in relation to the purchase, sale, switching, redemption, transfer or other disposal of Fund Investments.

- 12.4.3 Each Party undertakes to notify the other Party of any material change in any information concerning himself or itself.

- 12.4.4 (i) You will pay Our fees for any Investment Services We perform and/or any broker or custodian in accordance with such scale as We may prescribe from time to time. We expressly reserve the right to change the scale of fees by notice to You. For Services which We consider exceptional in nature, You agree to pay Us such amount as may be agreed between the Parties.

- (ii) We are entitled to receive from brokers a share (to be computed in a manner agreed between Us and the brokers) of commissions payable by You on dealings in Securities.

- (iii) If any Investment Services are terminated, We are entitled to retain any fees received to date and to receive a proportionate amount of its fee calculated on a daily basis up to and including the date of termination together with full reimbursement of all out-of-pocket costs and expenses We incurred up to the termination date.

- (iv) We may receive a selling or placing commission (howsoever designated) from representatives of any Fund Investments and are entitled to retain such commission for Our own benefit and shall have no obligation to account to You for all or any part of such commission.

- 12.4.5 Unless You are notified otherwise, for the provision of Investment Services, We act as Your agent and not as principal.

- 12.4.6 Securities acquired for Your account shall be held in safe custody by one or more nominees from time to time nominated by the broker(s) acting for You. Except with Your specific written authority, We shall not deposit any Securities which may be lodged with Us in connection with any Investment Services as security for loans made to Us, or lend or otherwise part with the possession of any such Securities for any purpose other than transmission to brokers. If You authorize Us to pledge any such Securities or subject such Securities to third party liens, You face a risk of loss of such Securities.

Risk Disclosure Statement: The price of securities fluctuate, sometimes dramatically. The price of a security may move up or down, and may become valueless. It is as likely that losses will be incurred rather than profit made as a result of buying and selling securities. You should refer to additional risk disclosure information contained in the respective Terms applicable to the Bank's Investment Services.

Corporate Renminbi Banking Account for General Purpose

At Standard Chartered, you may now enjoy a diversified range of Renminbi (“RMB”) services including deposits, exchange, remittance and trade settlement services tailor-made for your corporate needs. A world of financial advantages is well within your reach.

Deposit Services ¹

1) Savings Account

- Statement account for your selection.
- Simple interest credited monthly ².
- Deposit and withdrawal of RMB at any of our branches and corporate express centres during office hours.
- 24-hour enquiry on account balance, interest rate and exchange rate, and fund transfers via Straight2Bank and Standard Chartered Online Banking ³.

2) Time Deposit

- A range of deposit tenors for your selection.
- Minimum account opening balance: RMB 10,000.

3) Current Account ⁴

- 2 RMB cheque books available upon opening a new RMB current account.
- No minimum account opening balance.

Exchange Service ⁵

- 2-way currency exchange between RMB and other currencies including Hong Kong Dollars (HKD) and foreign currencies with unlimited amount per day for corporate customers.

Remittance Service ⁶

- Inward and outward RMB remittance from and to Mainland China and within Hong Kong with unlimited amount per day for corporate customers.

Trade Settlement and Finance Services

- Trade settlement and finance services in RMB to meet your cross-border business needs.

Act Now !

Standard Chartered - making you better connected to Mainland China. Act now and enroll for our Corporate RMB Services. For enquiries ⁷, please call our Business Banking Dedicated Hotline at 2886 6988 or visit our website at www.sc.com/hk/sme or contact your relationship manager.

1. The services apply only to Corporate RMB Accounts for general purpose and not to Designated Business Customers.
2. It is only applicable to RMB Savings accounts with a balance of RMB200 or above.
3. RMB fund transfer is available only via Straight2Bank and not Standard Chartered Online Banking.
4. RMB Current Account is non-interest bearing and is not linked to any credit facilities.
5. Pricing of the RMB conversion service would be different depending on the nature and purpose of transaction. We reserve the right to verify such transaction and adjust the pricing or relevant quotation. Customers will be responsible for any loss / cost resulting from any such adjustment. Gain from such adjustment, if any, will be forfeited.
6. RMB Remittance Service is subject to regulatory requirements applicable from time to time and verification by mainland Authorities and banks.
7. For details of our RMB service fees, please refer to our Service Charges Booklet.

Risk Disclosure Statement

- RMB exchange rate, like any other currency, is affected by a wide range of factors and is subject to fluctuations. Such fluctuations may result in gains and losses in the event that the customer subsequently converts RMB to another currency (including Hong Kong dollars); and
- RMB is currently not freely convertible and conversion of RMB through banks in Hong Kong is subject to restrictions specified by the Bank and regulatory requirements applicable from time to time. The actual conversion arrangement will depend on the restrictions prevailing at the relevant time.

Limits Applicable to Corporate RMB Services

Savings Account and Current Account	Minimum Account Opening Balance	• Nil
Time Deposit Account	Minimum Account Opening Balance	• RMB10,000
Exchange Service	Daily Exchange Limit	• Unlimited
Remittance Service	Daily Remittance Limit	• Unlimited

Fee and Charges on Corporate RMB Services

Savings Account	Low Balance Inactive Fee	• RMB100 charged every 6 months for any account having been inactive for 1 year and with a balance below RMB2,000.
	RMB cash deposit into / withdrawal from RMB accounts	• Free if the amount per deposit / withdrawal is below RMB10,000; otherwise a service fee of 0.25% of the amount deposited / withdrawn will be levied.
	RMB cash deposit into / withdrawal from HKD accounts	• Free
Current Account	Low Balance Inactive Fee	• RMB100 charged every 6 months for any account having been inactive for 1 year and with a balance below RMB2,000.
	Returned cheques / Rejected electronic payment	• Due to insufficient funds: RMB200 per cheque/payment • Due to technical errors: RMB50 per cheque / payment
	Stop payment on cheque	• RMB80 per cheque
Time Deposit Account	Early Uplift of Time Deposit	• Subject to the Bank's discretion for approval and penalty. The penalty amount is calculated based on the following formula: Time deposit principal x (PBoC Reference Rate ¹ – Contracted Time Deposit Interest Rate) x No. of days to maturity / Total no. of days in a year.
Exchange Service	2-way RMB / HKD Currency Notes Exchange	• Free
Remittance Service	Telegraphic Transfer	Preferred Business Banking Customers • HK\$160 * per request for outward remittance; • HK\$44 per transaction for inward remittance.

¹ PBoC Reference rate is the interest rate quoted by the People's Bank of China (PBoC) for funds maintained in the clearing account with it.

* Including cable charge.

If there is any inconsistency or conflict between the English and Chinese versions, the English version shall prevail.

Standard Chartered ATM Card Terms and Conditions (Hong Kong)

These terms and conditions apply to and regulate the provision of Standard Chartered ATM Cards by Standard Chartered Bank (Hong Kong) Limited.

1. Definitions

- (a) In these terms and conditions :

"Bank" means Standard Chartered Bank (Hong Kong) Limited, its successors and assigns.

"Bank Account" means, in relation to a Cardholder, any account maintained by the Bank in Hong Kong which the Cardholder is entitled to operate, in respect of which the Cardholder has requested to be able to give Transaction Instructions.

"Card" means a Standard Chartered ATM Card issued by the Bank at the request and in the name of the person named upon it for use in connection with debit card facilities provided by the Bank.

"Cardholder" means a person to whom a Card has been issued and whose name appears on it.

"Merchant" means any merchant authorised from time to time by agreement in writing with the Bank to accept a Card on presentation by a Cardholder as payment for goods or services (whether pursuant to the scheme known as the "MAESTRO" scheme, "UnionPay" scheme, or otherwise).

"PIN" means, in relation to a Cardholder, the personal identification number of that Cardholder required to gain access to systems via a terminal to give a Transaction Instruction.

"Standard Chartered ATM Card" means an automated teller machine card issued by the Bank.

"Transaction Instruction" means an instruction given by use of the Card.

- (b) In these terms and conditions, unless the context requires otherwise:
- (i) the word "person" includes any individual, corporation, firm, company, partnership, association or other organization;
 - (ii) the word "terminal" means any automated teller machine or point-of-sale terminal through which Transaction Instructions may be given;
 - (iii) words denoting one gender shall include all other genders, and
 - (iv) words denoting the singular shall include the plural and vice versa.

2. Use of Card and PIN

- (a) A Card is not transferable and may not be used other than by the Cardholder.
- (b) A Card remains the property of the Bank and upon cancellation must be surrendered on demand by the Bank.
- (c) Subject to condition 2(m), the Bank shall be entitled to give immediate effect to the following Transaction Instructions in Hong Kong:
 - (i) to effect a debit or credit to any Bank Account;
 - (ii) to debit the value of any goods or services in relation to which any Card has been used;
 - (iii) to display the current balance on any Bank Account upon a terminal;
 - (iv) to post an account statement to the Cardholder;
 - (v) to send a cheque book relating to any Bank Account which is a current account to a Cardholder by post;
 - (vi) to effect transfers of funds to bank accounts in the names of third parties; and
 - (vii) such other Transaction Instructions given through use of the Card facilities from time to time made available by the Bank (whether in Hong Kong or elsewhere) to a Cardholder.
- (d) A Cardholder may not use a Card to obtain cash from a Merchant except where he has in respect of a purchase been overcharged or the Merchant in accordance with its usual and customary customer policies and practices for returned merchandise and adjustments gives the Cardholder a cash refund. In such cases, no adjustment will be made to any Bank Account of the Cardholder.
- (e) The Bank shall not be concerned with, or be liable to any Cardholder for any loss or damage directly or indirectly arising from:
 - (i) any defect in or damage to any goods or services paid for by use of a Card, or any claim or complaint by a Cardholder against the supplier of such goods or services, or any other dispute between a Cardholder and any such supplier; for the avoidance of doubt, the Cardholder shall remain fully liable for any amount incurred in respect of the relevant goods or services; or
 - (ii) the refusal of any person or terminal to honour or accept a Card.
- (f) The Card may also be used:
 - (i) outside Hong Kong (subject to the applicable law and exchange control regulations) to withdraw cash from automated teller machines operated by members of CIRRUS (which machines shall be identified by the initials or logo of "CIRRUS") or by member of "UnionPay" (which machines shall be identified by the logo of "UnionPay"); and
 - (ii) to purchase goods and services from Merchants equipped with point-of-sale terminals, identified by the initials or logo of "UnionPay" or "MAESTRO", up to a daily limit to be determined by the Bank from time to time. All such withdrawals and purchases made in a currency other than Hong Kong Dollars shall be debited to the Bank Account after conversion into Hong Kong Dollars at such rate of exchange as may be prescribed by the Bank from time to time. Where the terminal does not provide selection of Bank Account(s) for withdrawal, the Bank shall be entitled to debit the Cardholder's savings account and if that account has insufficient funds, the Cardholder's current account. If the Cardholder has more than one savings or current account, the Bank shall at its discretion be entitled to select any one of the savings or current accounts to be debited.



- (g) The Cardholder shall be under a duty to examine every Bank Account statement and notify the Bank at once of any errors or unauthorised debits. If the Cardholder does not so notify the Bank within the period stipulated in the statement for this purpose, the statement shall be accepted by the Cardholder as conclusive evidence of the particulars therein and the Cardholder agrees to be bound thereby and to waive all rights and remedies against the Bank, except for any unauthorised Transaction Instruction (i) arising from forgery or fraud by any third party and in relation to which the Bank has failed to exercise reasonable skill and care, or (ii) arising from forgery, fraud, default or negligence of the Bank's employee or agent, or default or negligence of the Bank.
- (h) A Cardholder must exercise all due care and attention to prevent the loss of and/or use of his Card or PIN by any third party. A Cardholder which is not an individual will be fully responsible for ensuring that its PIN is only known to a person or persons of due authority within such company, organization, partnership, society or association. Subject to this, a Cardholder must not disclose his PIN to anyone in any circumstances.
- (i)
 - (i) The Cardholder shall destroy the original copy of the PIN.
 - (ii) The Cardholder shall in no circumstances write down the PIN on the Card or on anything usually kept with or near the Card.
 - (iii) The PIN shall always be disguised if it is written down or recorded in any form.
- (j) If a Card is lost or stolen or if a PIN is disclosed to any unauthorized person, the Cardholder must as soon as reasonably practicable notify the Bank of such loss, theft or disclosure. Any oral notification must be confirmed to the Bank in writing immediately.
- (k) It is the responsibility of a Cardholder to notify any beneficiary of a transfer of funds in his or her favour. The Bank will not give advice to such beneficiary and accepts no liability for not doing so.
- (l) A Card may contain an expiry date after which such Card can no longer be used to effect any Transaction Instruction.
- (m)
 - (i) Subject to (ii) below, to the extent that any withdrawal causes a Bank Account to become overdrawn or further overdrawn, the Cardholder will be liable to repay the debit balance in accordance with the terms governing that Bank Account.
 - ii) This Agreement does not entitle the Cardholder to credit. Accordingly the Card does not entitle the Cardholder to overdraw any Bank Account. Overdraft facilities require separate arrangements.

3. Bank Accounts

- (a) Except to the extent that these terms and conditions require otherwise, they shall not affect any other terms and conditions, express or implied, governing any Bank Account.
- (b) No Bank Account may be overdrawn by the giving of a Transaction Instruction without the prior written agreement of the Bank.
- (c) Cash, cheques or other instruments deposited in any automated teller machine for credit to a Bank Account shall be subject to verification by the Bank and may not be credited to the designated Bank Account on the date of deposit. In the event of any discrepancies, the Bank's own determination of the amount(s) credited shall, in the absence of manifest error, be conclusive.
- (d) Cheques or other instruments deposited in an automated teller machine for credit to a Bank Account will be collected by the Bank and the proceeds will not be available until the relevant funds have been received for value by the Bank.

4. Cancellation of Cards

- (a) The Cardholder may at any time cancel his Card by returning it to the Bank.
- (b) The Bank may at any time cancel a Card without assigning any reason and without incurring any liability to the Cardholder.

5. Replacement of Cards

If a Cardholder loses or damages his Card, or requires substitute or additional account numbers to be encoded or linked to his Card, the Bank may, at its discretion, issue a replacement Card with the numbers of such Bank Accounts encoded upon it or linked to it as the Cardholder may require.

6. Fees

In respect of each Cardholder the Bank shall be entitled to charge and debit to any Bank Account such fees as it may from time to time notify to Cardholders, including but without limitation, a service fee of an amount to be prescribed by the Bank from time to time for the use of the Card at any terminal outside Hong Kong.

7. Liability of Cardholders

- (a) Subject to condition 7(c), the Cardholder shall be fully liable in respect of each Transaction Instruction given by the use of his Card including but not limited to any Transaction Instruction given prior to receipt by the Bank of notification of loss, theft or disclosure pursuant to condition 2(j).
- (b) Transaction Instructions must be given in such a way that any confidential information which is displayed by a terminal is not disclosed to any third party. The Bank shall not be liable in any way for any disclosure to any third party arising out of a Transaction Instruction.
- (c) Provided that the Cardholder has not acted fraudulently or with gross negligence, the Cardholder shall not be liable for losses incurred:
 - (iv) where a Transaction Instruction effected by the Bank was given by use of a Card before the Cardholder received the Card, or given through the use of a counterfeit card; or
 - (v) directly as a result of a fault in any terminal which was not obvious or was not advised by a message or notice on display or otherwise drawn to the Cardholder's attention.

The Bank's liability for such losses shall in any event not exceed the amount incurred on the Bank Account as a result together with interest thereon.

- (d) Without prejudice to the generality of condition 7(a), the Cardholder shall be liable for all losses arising from unauthorised transaction Instructions if the Cardholder has acted fraudulently or with gross negligence or if the Cardholder is in default of the notification requirements of condition 2(j) or has failed to follow the safeguards or comply with the obligations described in condition 2(h) and 2(i) or other recommendations of the Bank from time to time regarding the safety and secrecy of the Card and the PIN.



- (e) If the Cardholder is a partnership, the obligations of the partners shall be joint and several and these terms and conditions shall continue to bind the partnership notwithstanding any change in the constitution, name or membership of the partnership by reason of death, bankruptcy, retirement, disability, or admission of new partners or the occurrence of any other event which may dissolve the partnership or otherwise affect its obligations under these terms and conditions.

8. Notice

Any notice from the Bank to any Cardholder and any Bank Account statement may be sent by prepaid post to the address of the Cardholder last known to the Bank and shall be deemed to have been received by the Cardholder two days after the date of posting if posted to an address in Hong Kong and seven days after the date of posting if posted to an address elsewhere.

9. Amendment

- (a) These terms and conditions may be amended by the Bank at any time and from time to time by notice and such amendment shall be deemed to be effective and binding on the Cardholder unless notice of termination of the Card together with the Card having been cut in two is received by the Bank before the effective date of such amendment.
- (b) Where the Cardholder requests termination of the Card pursuant to (a) above before the expiry of the year in respect of which the annual fee has been paid, the annual fee shall be refunded to the Cardholder on a pro rata basis unless the Bank considers such refund to be of a minimal amount.

10. Expenses of Enforcement

The Cardholder shall be liable to indemnify the Bank in respect of, and reimburse the Bank on demand all costs and expenses (including without limitation legal costs and expenses on an indemnity basis) which are of reasonable amount and were reasonably incurred (whether directly or indirectly) by the Bank in demanding, collecting or attempting to collect, or suing to recover, any sum payable to the Bank by the Cardholder under these terms and conditions, or in seeking any remedy for any breach of these terms and conditions, or otherwise in enforcing or attempting to enforce these terms and conditions.

11. Law and Language

These terms and conditions shall be construed and the provision of Card facilities shall be regulated in accordance with the laws of the Hong Kong Special Administrative Region. If there is any difference between the English language text of these terms and conditions and the Chinese language text, for all purposes the English language text shall be conclusive.

Standard Chartered

Terms and Conditions for Tele-electronic Banking Services (Hong Kong)

Please read these terms and conditions carefully.

These terms and conditions set out the rights and obligations of you, the customer, and us, the Bank, in connection with your use of the Service. All the terms and conditions of this agreement are legally binding, so please read them through carefully before you agree to be bound by them.

This agreement:

- replaces all earlier terms and conditions relating to the Service (if any) except where we advise you otherwise;
- is in addition to the terms and conditions that apply to the individual accounts or (as the case may be) business accounts you may be accessing through the Service. If there is a conflict between the terms and conditions of this agreement and any other relevant terms and conditions, the terms and conditions of this agreement will prevail; and
- relates to (a) business accounts in the name of your company; (b) individual accounts in your sole name and (c) joint accounts but only if these may be operated by a single signing authority (collectively, "eligible accounts"). Account holders who do not have an eligible account for these purposes may nonetheless make account enquiries or deposit funds using this service but only for certain internet banking services, or as notified to you in the future.

In the last section of this agreement, you will find definitions of some of the words and phrases used in these terms and conditions.

1. The accounts on which you may use the services

- 1.1 You agree that the use of the Service by you will constitute your agreement to and receipt of these terms and conditions as well as your acknowledgement of the inherent risks in conducting any transaction over the Internet.
- 1.2 By agreeing to be bound by the terms of this agreement, you agree that the Service will be available on all eligible accounts with us, whether open now or opened in the future, including any joint accounts you hold with others. The Service cannot be used on some types of accounts and we will advise you from time to time as to which accounts are eligible.
- 1.3 In order to use the Service, you must:
 - 1.3.1 be the holder of an eligible account or (as the case may be) a person authorised to operate an eligible account; and
 - 1.3.2 be registered by us to use the Service.

2. Following our User Guidance

- 2.1 User Guidance on the operation of the Service will be made available to you. User Guidance will cover (among other things) the times when the Service is available and how to access and operate the Service. You must follow all relevant User Guidance whenever you access and operate the Service.
- 2.2 We may inform you from time to time about changes to the way you should access or operate the Service. You must observe all such changes when accessing or operating the Service.

3. Your responsibilities for security

- 3.1 To ensure that you alone are able to access and give instructions on your accounts using the Service, you must adopt and at all times maintain the security procedures as described in this section 3.
- 3.2 To enable you to use the Service, we will give you an initial User Identification Code and Password. You may subsequently choose your own User Identification Code (if applicable) and/or Password(s) for the Service. If you are agreeing to the terms of this agreement jointly with others, we will give each of you a unique initial User Identification Code and Password(s) which the recipient may choose to change at any time.
- 3.3 When you use certain online services and transactions, we may also require you to obtain from us and use a One-time Password (OTP) for additional security verification. We will notify you of the services and transactions which require OTPs from time to time. When you attempt to effect any one of such transactions during a Session, you will be invited to apply for an OTP from us. Upon your application, we will transmit an OTP either: (a) by means of a SMS text message to the mobile telephone number that you have registered with us; or (b) by such other means as we may otherwise select or agree from time to time.

Safeguarding your Security Codes

- 3.4 Your User Identification Code, Password and any OTP we issue to you together comprise your Security Codes. In connection with your Security Codes:
 - 3.4.1 you should change your Password regularly and will do so if the Service requires you to do so. You should not choose a Password you have used before;
 - 3.4.2 whenever you choose a Password, you must take care not to choose a password or number that is likely to be guessed by anyone trying to access the Service pretending to be you. For example, you should avoid your own or a relative's birthday or any part of your telephone number;
 - 3.4.3 you must take all reasonable steps to ensure that you safeguard your Security Codes at all times, whenever possible. You must not disclose any details of your Password or OTP to anyone else, including to someone who is a joint account holder with you, or to a member of our staff, or to someone giving assistance on a technical helpdesk in connection with the Service.
 - 3.4.4 you must not record your Security Codes in a way that could make them recognisable by someone else as Security Codes;
 - 3.4.5 if you discover or suspect that your Password is known to someone else, you must immediately change the Password yourself through the Service. If this is not possible, you must notify us as soon as reasonably practicable by telephoning us on (852) 2886 8888 (or any other number we may let you have from time to time for this purpose). We will suspend use of the Service until a new Password has been set up.
 - 3.4.6 You must immediately notify us of any loss or theft of or change to the mobile telephone number (or associated mobile telephone handset) registered with us for the purposes of receiving OTP transmissions. You must also notify us immediately if you discover or suspect that an OTP has become known to someone else. If you are using the Service, you should immediately log out from that Session to deactivate the OTP already obtained for that Session.



Checking your statements

- 3.5 In connection with your account:
- 3.5.1 You acknowledge that any information pertaining to your accounts or transactions as reported through the Service may not always be completely up to date as there may be transactions and/or instructions which, without limiting the generality of the foregoing, have yet to be processed by us, require verification of the Bank, or are in progress. You agree that the information pertaining to the Service shall not for any purpose whatsoever be taken as conclusive of your account balance or transaction status. We do not warrant the accuracy of any information pertaining to your accounts or transactions as reported through the Service.
- 3.5.2 If you become aware of any transaction on any of your accounts that has not been validly authorised by you, you must notify us as soon as reasonably practicable by telephoning us on (852) 2886 8888 (or any other number we may let you have from time to time for this purpose). For this purpose, you must check bank Statements we send you within a reasonable time (as determined by reference to the product-specific terms and conditions or as set out in the Statement(s)) after you receive them and let us know as soon as reasonably practicable about any errors or unauthorised transactions.

Other security safeguards

- 3.6 You must not allow anyone else to operate the Service on your behalf.
- 3.7 You must not leave Your System unattended while you are on-line to the Service. This applies whether Your System is a device you have sourced independently of us or a device provided by us to access the Service in one of our branches. However, the public nature of our branches makes it particularly important that if you access the Service from a device in one of our branches you do not leave that device unattended while on-line and you ensure that you have gone off-line before leaving the branch.
- 3.8 You must not access the Service from any device connected to a local area network (or LAN), such as an office environment, without first making sure that no one else is able to observe or copy your access or obtain access to the Service pretending to be you.
- 3.9 You must comply with any other requirements designed to protect the security of your use of the Service which are set out in the User Guidance or notified by us to you in any other way.

4. Your authority to us to carry out instructions

- 4.1.1 You agree that the use of the Security Codes is adequate identification of you. We are entitled to act on instructions (using the Security Codes via the Service) without obtaining any further written or other confirmation from you, even if those instructions are not actually given or authorised by you (except in the circumstances described in section 4.2).
- 4.1.2 You agree that when you give to us an instruction via the Service (including but not limited to an instruction to transfer funds out of your account), we are deemed to have received or executed the instruction only when you have received our confirmation that we have received or executed the instruction.

Your liability for unauthorised instructions

- 4.2 Without prejudice to section 4.4, you will not be liable for misuse of your Password by someone to give unauthorised instructions purporting to come from you provided that you have:
- 4.2.1 ensured that all the security procedures described in sections 3 have been faithfully observed; and
- 4.2.2 notified us that your Password and/or OTP is or might be known to someone else in accordance with section 3.4.5 and/or section 3.4.6.
- 4.3 You are solely responsible for ensuring the accuracy, adequacy and completeness of all instructions given by you via the Service (including but not limited to instructions to transfer funds out of your account). We are not obliged to verify the accuracy, adequacy and completeness of your instructions. Without limiting the scope of anything in section 8, unless it is directly caused by negligence or misconduct on our part, we will not be liable for any loss or damage to you as a result of:
- 4.3.1 your instructions to transfer funds being inaccurate, inadequate or incomplete in any manner; or
- 4.3.2 any failure, refusal, delay or error by any third party through whom any such funds transfer is to be made to transfer the funds to or to credit the account of the intended payee.
- 4.4 You will be held liable for all losses due to unauthorised use if you have acted fraudulently or with gross negligence or if you are in default of any of the security obligations described in section 3 or the notification requirements of section 3.4.5, 3.4.6 or section 3.5.
- 4.5 You will not be responsible nor have any liability for any instruction that is not authorised by you but is given using your Security Codes if:
- 4.5.1 such instruction is given after you have notified us that you had discovered or suspected that your Password and/or OTP is known to someone else in accordance with section 3.4.5 and/or 3.4.6; or
- 4.5.2 your Password and/or OTP has become known to the person giving the unauthorised instruction as a result of our failure to comply with section 8.1 or any negligence or wilful default on our part.

Acting on your instructions

- 4.6 You must not use the Service to create an unauthorised overdraft on any of your accounts and we are entitled to refuse to accept any instruction that would do so. If an unauthorised overdraft is created, we may take any action we think fit and charge any interest and charges to the account in question (in accordance with the terms and conditions of that account). You agree that:
- 4.6.1 it is your responsibility to make sure that no unauthorised overdrafts are created;
- And
- 4.6.2 you will not rely on the operation of the Service to prevent an unauthorised overdraft being created. In particular, you must remember that your cheques and any payment instructions you have given via the Service might take time to clear and might not always be immediately reflected in the balance on your account.
- 4.7 When we receive a transaction instruction from you through the Service, we will be entitled to debit any payment plus any charges payable for the transaction from the account you have specified or another account you hold with us. Once you have given an instruction through the Service, you will not be able to reverse it. We will be under no obligation:
- 4.7.1 to reverse an instruction you have given; or



- 4.7.2 to accept an instruction that is conditional or reversible or which requires us to pay a third party sooner than we would be able to pay them following our normal banking practices. However, if you do ask us to reverse an instruction after you have given it, we may at our discretion try to do so to the extent that this is possible under the rules and practices of the banking system. You agree that you will be responsible for any costs we incur as a result.
- 4.8 We may, when we believe we are justified in doing so:
- 4.8.1 refuse to carry out an instruction given via the Service; or
- 4.8.2 require written confirmation from you of a particular instruction. If we come to believe that an instruction may not have been properly authorised by you, we will be entitled, after making reasonable efforts to check whether it was properly authorised, to take steps to reverse any action taken on the basis of that instruction. We will not be responsible for any loss to you that results from such a reversal.
- 4.9 When you give an instruction via the Service, we will act on that instruction in accordance with the cut-off times notified to you through the Service. From time to time we may notify you of changes to these cut-off times. Instructions given at any other time may not be acted on until the next Business day.
- 4.10 We shall not be obliged to execute your instructions and shall not be liable for any loss or damage to you as a result of us not effecting your instructions, if on the stipulated date of execution:
- 4.10.1 your designated account does not contain sufficient funds for us to execute your instruction; or
- 4.10.2 your designated account does not contain sufficient funds to pay for any charges, fees, interest or other sums that may be payable by you to us; or
- 4.10.3 the execution of your instructions will cause the balance in your designated account to exceed the credit limit that we have set for you and/or your designated account; or
- 4.10.4 your designated account is closed, frozen or inaccessible for any reason.
- 4.11 You agree that you, and not we, will be responsible for any charges imposed, or any other action taken, by a receiving bank or intended receiving bank, where:
- 4.11.1 you do not have sufficient funds in your designated account for us to execute your instruction; or
- 4.11.2 a court or other body of competent jurisdiction prohibits withdrawals from your designated account; or
- 4.11.3 your designated account is closed, frozen or inaccessible for any reason; or
- 4.11.4 your designated account or any funds in your designated account have been put on hold; or
- 4.11.5 the execution of your instruction to transfer funds will cause the balance in your designated account to exceed the credit limit that we have set for you and/or your designated account; or
- 4.11.6 you did not, in our sole opinion, correctly use the Service; or
- 4.11.7 circumstances beyond our reasonable control prevent the execution of your instructions. Examples of such circumstances include (but are not limited to) fire, flood or improper transmission or handling of payments by a third party.
- 4.12 We are entitled to determine at our discretion the order of priority in executing your instructions to transfer funds, make payment and/or any other existing arrangements or instructions you may have made with us on the stipulated date for the execution of your instructions. Examples of such other existing arrangements or instructions include (but are not limited to) cheques and standing orders.

5. If you hold any joint accounts

- 5.1 In connection with any account which you hold jointly (provided that this is on a single signing authority basis) with others, you agree that:
- 5.1.1 your joint account holders may operate the account using the Service on the terms set out in this agreement. This applies even if you are not yourself registered to use the Service (in accordance with section 1.3.2); and
- 5.1.2 any single party to a joint account may validly give instructions via the Service in connection with that joint account.
- 5.2 The provisions of section 5.1 above override any other existing arrangements in connection with your authority to operate joint accounts.
- 5.3 In connection with any account which you hold jointly with others and which requires two or more authorized signatories to effect transactions, your access to the Service (and the access of each of the other joint signatories) will be limited to those parts of the Service which allow you to obtain information about the account, including but not limited to the balance of the account.

6. Operating times, changes and disruption

- 6.1 The Service will usually be available for use at the times given in the User Guidance or at other times notified to you. You accept, however, that routine maintenance requirements, excess demand on the systems and circumstances beyond our control may mean it is not always possible for the Service to be available during its normal operating hours.
- 6.2 In connection with the Service, we are entitled at any time to:
- 6.2.1 change the mode of operation; or
- 6.2.2 add to, remove or otherwise change, end or suspend any of the facilities available; or
- 6.2.3 end the Service. If we decide to change or end the Service, we will try to give you 30 days' notice or whatever shorter period of notice may be reasonable in the circumstances.

7. Service software and hardware

Software compatibility

- 7.1 You are solely responsible for the installation, maintenance and operation of Your System (or other device from which you access the Service), for the software (including Internet browser software) you use in accessing the Service and for the maintenance of an account with a third party Internet or online service provider to enable you to connect to the Internet. In addition to your obligations to comply with section 2 at all times, it is also your responsibility to ensure that the Service Software supplied to you is compatible with any computer or other device from which you access the



Service and any software on that computer or other device. If it is not, you must compensate us for any loss we suffer as a result. We shall not be liable to you for any loss you suffer as a result of any incompatibility between the Service Software and any computer or other device from which you access the Service.

Protecting against Viruses

- 7.2 You must take all reasonably practicable measures to ensure that any computer or other device from which you access the Service is free of any computer virus or similar device or software including, without limitation, devices commonly known as software bombs, Trojan horses and worms (together "Viruses") and is adequately maintained in every way. The Service can be accessed through the Internet, a public system over which we have no control. You must therefore ensure that any computer or other device you use to access the Service is adequately protected against acquiring Viruses.

Using other people's devices

- 7.3 You must not access the Service using any computer or other device which you do not own unless you have first obtained the owner's permission to do so. If you break this rule, you must compensate us for any loss we suffer as a result.

Access through third party services

- 7.4 We cannot be responsible for any services through which you access the Service or by which you obtain an OTP or other Security Codes that are not controlled by us, or for any loss you may suffer as a result of you using such a service. You must comply with all the terms and conditions of such a service and pay all the charges connected with it.

Ownership rights in connection with the Service Software and other information.

- 7.5 Each time you access the Service, it may automatically provide Your System with the Service Software necessary to enable you to access and operate the Service. Alternatively, the Service Software may be supplied to you in some other way. By supplying you with the Service Software to access the Service, we are granting you a nonexclusive, non-transferable, temporary licence to use the Service Software for the purpose of accessing the Service, and for no other purpose. The Service Software and all other material and information supplied to you, including the User Guidance, contains valuable information that belongs to us or others. You must not:
- 7.5.1 use them except in connection with accessing the Service; or
 - 7.5.2 take copies, sell, assign, lease, sub-license or otherwise transfer them to any third party; or

- 7.5.3 try to decompile, reverse engineer, input or compile any of the Service Software.

- 7.6 If you access the Service from a country outside Hong Kong, you are responsible for complying with the local laws of that country, including (but not limited to) obtaining any licence needed for the import / export of the Service Software to that country.

8. The extent of our liability for your loss or damage

- 8.1 We will take reasonably practicable steps to ensure that our systems in connection with the Service are installed with adequate security designs and to control and manage the risks in operating the systems, taking into account any law, rules, regulations, guidelines, circulars, codes of conduct and prevailing market practices which may be applicable to us from time to time.
- 8.2 We will not be liable for any loss or damage to you as a result of making the Service available to you, unless the loss or damage is directly caused by our negligence or our wilful default. Examples of circumstances in which we will NOT be liable to you for loss or damage resulting to you through the use of the Service include (but are not limited to):
- 8.2.1 acting on an instruction which has been validly authenticated as coming from you but which in fact was given by somebody else (but please see sections 4.2 to 4.5 which explain the exceptions to this rule); and
 - 8.2.2 any incompatibility between Your System and the Service; and
 - 8.2.3 any misuse of Your System by you or anyone else; and
 - 8.2.4 any access to information about your accounts which is obtained by a third party as a result of your using the Service (except where that access is obtained as a result of our negligence or our wilful default); and
 - 8.2.5 any delay or failure to send, transmit, receive, confirm or acknowledge any email, SMS messages, Security Codes or anything available under the Service, or any error or incompleteness of any information or data available under the Service.
- 8.3 You will indemnify us and keep us indemnified against any consequences, claims, proceedings, losses, damages or expenses (including all legal costs on an indemnity basis) whatsoever and howsoever caused (save and except any direct loss or damages caused by negligence or misconduct on the part of us) that may arise to be incurred by us in providing you the Service, whether or not arising from or in connection with and including but not limited to the following:
- 8.3.1 our acting on your instructions;
 - 8.3.2 your improper use of the Service; or



8.3.3 any damage to Your System (or other computer hardware, devices, facilities or software) as a result of accessing or using the Service.

8.4 Please note that the Service has no facility for you to let us know that it is especially important to you that a transaction is carried out by a particular time. If you need to be completely certain that an instruction has reached us and that it will be carried out by a particular time, you must speak to our staff on (852) 2886 8888 or inform us

in any other way we notify you about from time to time.

8.5 We will not be liable for any indirect, consequential or special loss or damage to you (whether foreseeable or not) as a result of your use of the Service.

9. If you break a term of this agreement

You must compensate us for any loss we suffer as a result of your breaking any term of this agreement.

10. Ending your use of the service

10.1 You may cancel your use of the Service at any time by giving notice through our telephone number (852) 2886 8888 or by using such other method of cancellation as we may notify to you from time to time.

10.2 If you have multiple accounts, you may not cancel the Service solely in respect of any one account, unless you are notified to the contrary in the User Guidance or otherwise in writing.

10.3 We have the right to end or suspend your use of the Service at any time. We will usually give you at least 30 days' notice. However, we may give you a shorter period of notice or no notice if we consider it necessary, for example because of security concerns in connection with your use of the Service or because we are concerned that you have used or may use the Service to create an unauthorised overdraft or otherwise to operate any of your accounts in breach of your arrangements with us.

10.4 If your use of the Service comes to an end for any reason, this will not affect any instructions you have already given via the Service. In connection with any joint account, if more than one person has registered to use the Service, the withdrawal of any of those registered users from the Service will not affect the use of the Service by the others.

11. About our charges

11.1 We are entitled:

- 11.1.1 to charge you fees and charges for the Service; and
- 11.1.2 to change those fees and charges from time to time by giving you at least 30 days' notice. If we give you such a notice, you will not have to pay any proposed increase so long as you cancel your use of the Service during the 30 days' notice period.

11.2 To avoid any doubt, please note that the references to fees and charges in section 11.1 only apply to our charges for providing the Service. They do not apply to any charges for

particular banking or other services we might provide in response to your requests via the Service. We will be happy to provide you with details of our charges for particular banking or other services on request.

12. Our right to make changes to this agreement

12.1 We have the right to change the terms of this agreement at any time by giving you notice either in writing or by sending you a message via the Service.

12.2 We will give you 30 days' notice of any change before it takes effect, except when notice has to be shorter in order to protect the security of the Service or in other circumstances beyond our control. Once you have received notice of any change in the terms of this agreement, we will treat your subsequent use of the Service as your acceptance of the change (but please remember you have the right to end your use of the Service at any time).

13. The validity of the terms of this agreement

13.1 If any one or part of the terms of this agreement proves to be legally unsound or unenforceable in any way, this will not affect the validity of the remaining terms.

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

13.3 If one of the terms of this agreement is unenforceable against one of the customers signing this agreement, this will not in any way affect the enforceability of that term against the other signatories.

13.4 If we relax any of the terms of this agreement once, this may be on a temporary basis or as a special case only. Such relaxation will not affect our right to enforce that term strictly at any other time.

14. Communications between us

14.1 Except for situations where this agreement refers to your giving us notice by telephone, you should give us any other formal notice in connection with the Service in writing (in hard copy form) to: G.P.O. Box 21, Hong Kong (or any other address we may notify to you from time to time for this purpose).

14.2 Any complaints in connection with the Service should be directed to: G.P.O. Box 21, Hong Kong (or any other address we may notify to you from time to time for this purpose).

14.3 Electronic mail is not a completely reliable or secure method of communication and you must not use it for sending us:
14.3.1 notices in connection with the terms of this agreement; or
14.3.2 sensitive communications, such as payment instructions (payment instructions should be sent through the Service in accordance with the User Guidance or in accordance with the terms of the relevant account which you hold with us).

14.4 If we need to send you a notice, we will use the address you have given us most recently in connection with your bank accounts.



15. Service quality: Recording your calls and instructions

To protect both our customers and our staff, and to help resolve any disputes between you and us, you acknowledge that:

- 15.1 Telephone conversations between us and customers of the Service may be recorded; and
- 15.2 we will keep a record of all instructions given by customers via the Service; and
- 15.3 we may listen to telephone calls (and recordings thereof) made in respect of the Service in order to assess and improve the quality of the Service.

16. Our advertising

From time to time we may advertise our own products and services, and those of other companies in the Standard Chartered Bank group, through the Service. If, in connection with other agreements with us, you have asked us not to send you any marketing material (or if you do so in the future), you agree that this restriction will not apply to these advertisements.

17. The law covering this agreement

This agreement is governed by the laws of the Hong Kong Special Administrative Region of the People's Republic of China ("Hong Kong"). Both parties agree to submit to the jurisdiction of the Hong Kong courts in connection with any dispute. This does not affect our right to pursue our remedies in the courts of any other jurisdiction which is appropriate. In the event of any inconsistency between the English version and the Chinese version of this agreement, the English version of this agreement will prevail.

18. Funds transfer service ("FTS")

- 18.1 You may use the Service to instruct us to transfer funds from your designated account with us to a stipulated account (which may either be with us or with another bank).
- 18.2 Subject to section 18.3, you may issue as many instructions to transfer funds in any one day as you wish.
- 18.3 You shall not issue (and we shall not be obliged to accept) instructions to transfer in any one day an aggregate total which exceeds the daily limit as specified by us at our absolute discretion from time to time. We shall not be liable to you for any loss or damage to you as a result of such non-acceptance of such instructions by us

19. Bill payment service ("BPS")

- 19.1 You may use the Service to instruct us to transfer funds from your designated account to the account of a stipulated payee organization (which may either be with us or with another bank).
- 19.2 Subject to section 19.3, you may issue as many instructions to make payment to payee organizations in any one day as you wish.
- 19.3 You shall not issue (and we shall not be obliged to accept) instructions to make payment in any one day with an aggregate total which exceeds the daily limit as specified by us at our absolute discretion from time to time. We shall not be liable to you for any loss or damage to you as a result of such non-acceptance of such instructions by us.

- 19.4 You acknowledge that the crediting of payments made using the BPS service to the payee organization will be subject to the minimum turnaround times set out as prescribed by us at our absolute discretion from time to time.

- 19.5 You agree that we are entitled to provide a report on a daily or other regular basis to each of the payee organisations taking part in the BPS programme. This report will list out all the users of the Service who have made payments to that payee organisation and the respective amounts paid by each of those users to that payee organisation and credited into that account of the payee organisation on each day.

20. Definitions:

The meaning of some words and phrases used in this agreement.

Some words and expressions used in this agreement have particular meanings as follows:

Business day means any day except a Saturday, Sunday or public holiday on which banks are open for transaction of business in Hong Kong.

OTP or One-time Password means a randomly generated password known as the Onetime Password that is required as a means of identifying you when you instruct us to effect any one of the transactions as described in section 3.3 during a Session, and which we will transmit to you in accordance with section 3.3.

Password means the Tele-electronic Identification Number ("TIN") issued to you for use with telephone banking and other elements of the Service and/or the secret password you choose for the electronic banking service (or, in each case, any replacement secret password that you choose).

Security Codes means your User Identification Code and Password together with any OTP we issue to you from time to time that are used to identify you whenever you access or transact using the Service.

Service means the services provided by us which enable you to obtain information from us and give instructions to us by computer, telephone, personal digital assistant or other device linked to our system by any means (among other things).

Service Software means any software supplied to you whenever you access the Service and any other software we supply to you for the purpose of accessing the Service from time to time.

Session means the period of time during which you remain connected to the Service between a successful login and the termination of that connection (whether by your action, expiry of time or otherwise).

Statement means bank statement, contract or transaction note, confirmation notice for Investment Services, or any of these or similar documentation, as applicable, depending on the Service.

User Guidance means the guidelines we provide from time to time in connection with your operation of the Service, which may include guidance:

- in hard copy form (for example, in a user manual or by letter); and
- spoken guidelines (e.g. by any technical helpdesks we may operate); and
- through any on-line help service available as part of the Service.



User Identification Code means the user code issued to you for use with telephone banking and other elements of the Service and /or the user name you choose for the electronic banking service (or, in each case, any replacement user name or code that you choose).

We/us/our/Bank refers to Standard Chartered Bank (Hong Kong) Limited and all other entities in the Standard Chartered Bank group in respect of which the Service will be available.

You/your means you, the customer(s), who are registered by us to use the Service.

Your System means the equipment and software contained on it used by you to access the Service.

If there is any inconsistency or conflict between the English & Chinese versions, the English version shall prevail.

Standard Chartered General Trade Terms

These General Trade Terms are supplemental to the Standard Terms.

1. Definitions

1.1 **Definitions in the Standard Terms and UCP:** Unless specifically defined in the Agreement, the definitions used in the Standard Terms and in UCP will apply to the Agreement.

1.2 **Definitions:** In these General Trade Terms and elsewhere in the Agreement, the following definitions will apply:

"**Agreement**" is as defined in the Standard Terms and includes:

- (a) these General Trade Terms; and
- (b) any Trade Service Supplement which relates to a Trade Service You apply for in an Application Form.

"**Back-to-Back LC**" means an LC (also known as the "secondary credit" or "slave credit") issued against another LC (also known as the "primary credit" or "master credit") of higher value where the applicant of the secondary credit and the beneficiary of the primary credit are the same person and where the settlement of the secondary credit is obtained by presenting documents received under the secondary credit with substituted invoices or other documents to honour or negotiate the master credit.

"**Collection**" is as defined in URC.

"**Correspondent Bank**" means any bank (including any branch or Affiliate of Ours) which provides any banking or other services to Us.

"**Delivered Pledged Item**" means any Pledged Item We deliver to You.

"**Draft**" means a bill of exchange or other written payment instruction by one person (the "drawer") to another person (the "drawee") to pay the drawer or a third person (the "payee").

"**eUCP**" means the supplement to the Uniform Customs and Practice for Documentary Credits for Electronic Presentation (Version 1.1) published by the International Chamber of Commerce.

"**General Obligations**" means, in relation to a Trade Transaction, all present and future indebtedness and liabilities due, owing or incurred by You to Us (in each case whether alone or jointly, or jointly and severally, with any other person, whether actual or contingent or whether as principal, surety or otherwise).

"**Incoterms ®2010**" means the ICC Official Rules for the Interpretation of Trade Terms published by the International Chamber of Commerce (ICC Publication No 715).

"**ISP98**" means the International Standby Practices published by the International Chamber of Commerce (ICC Publication No 590).

"**LC**" means a documentary letter of credit, and includes the term "Credit" as defined in UCP.

"**Payment Instrument**" means any instrument in any form which constitutes or evidences a Reimbursable Payment Obligation.

"**Pledge**" means any pledge security interest You grant to Us over any Transaction Item as contemplated in the Agreement.

"**Pledged Item**" means any Transaction Item which is the subject of a Pledge.

"**Pledged Goods**" means any document of title, goods, chattels or other tangible things which are the subject of a Pledge.

"**Reimbursable Payment Obligation**" means Our obligation, entered into on Your Instruction or otherwise on Your behalf, to make a payment to any person (other than You).

"**SBLC**" means a "standby" as defined in ISP98.

"**Security**" means a mortgage, charge, pledge, lien, security assignment or other security interest securing any obligation of any person or any other agreement or arrangement having a similar effect.

"**Trade Documents**" means:

- (a) any LC;
- (b) any Draft;
- (c) any invoice;
- (d) sale and purchase agreement (however described); and/or any other document or instrument in relation to a Trade Transaction.

"**Trade Service**" means any trade-related Service We provide (or to be provided) to You and which You request in the Application Form.

"**Trade Transaction**" means the transaction (or related transactions) which is the subject of any Trade Service We provide, and includes any financing, lending or other financial accommodation which We make available in relation to any such transaction.

"**Transaction Items**" means:

- (a) any document of any kind (including a document of title);
- (b) any goods or other tangible things the subject of any such document; and
- (c) any goods or other tangible things.

"**UCP**" means the Uniform Customs and Practice for Documentary Credits, published by the International Chamber of Commerce (ICC Publication No 600).

"**URC**" means the Uniform Rules for Collections, 1995 Revision, published by the International Chamber of Commerce (ICC Publication No 522).

"**URDG**" means the Uniform Rules for Demand Guarantees, published by the International Chamber of Commerce (ICC Publication No 458).

"**URR**" means the Uniform Rules for Bank-to-Bank Reimbursements under Documentary Credits published by the International Chamber of Commerce (ICC Publication No 525).

1.3 ICC publications: Unless We Notify You otherwise, any future revision of any ICC publication above will automatically apply when it is stated by the ICC to come into effect.

Standard Chartered

General Trade Terms

1.4 Country specific terms: Where We provide a Trade Service in a jurisdiction listed in the schedule relating to country specific terms, terms contained in the relevant section of that schedule will apply.

1.5 Inconsistencies:

If there is any inconsistency between:

- (a) the Standard Terms and these General Trade Terms, the latter prevails;
- (b) these General Trade Terms and any Trade Service Supplement, the latter prevails; and
- (c) ISP98, UCP, URC, URDG and URR, on one hand, and the Agreement, the latter prevails.

2. Payment Instruments

2.1 Our obligations independent from You: We will comply with Our Payment Instrument obligations without notice to You and/or Your consent.

2.2 Reimbursement:

- (a) When We fulfil a Reimbursable Payment Obligation, You must immediately reimburse Us in full in the same currency together with interest from and including the date of such payment to and including the date of such reimbursement (such interest to accrue on a daily basis at such rate as We may reasonably charge). This reimbursement obligation is independent of any indemnity You give to Us.
- (b) If We specify, You will on or shortly before the date on which We make (or are likely to make) a Reimbursable Payment Obligation pay to Us a sum equal to such payment. We may hold all or part of such sum in an account in Our name, under Our sole dominion and control and/or apply all or part of such sum against Your Reimbursable Payment Obligation.

2.3 Discrepant documents: We may refuse to honour a Payment Instrument and reject any demand or document presented to Us under it, if any such demand or document does not comply with the Payment Instrument terms, even if You accept or instruct to the contrary.

2.4 Form of Payment Instruments: Notwithstanding any Instruction or the contents of the relevant Application Form, We may issue, amend or supplement any Payment Instrument in such form and contents as We may decide.

2.5 Copy of Payment Instruments: We will send a copy of any Payment Instrument to You as soon as practicable after it is issued.

2.6 Accuracy of supplied text: We are not obliged to check or to ensure the accuracy of any information supplied to Us to be inserted into any Payment Instrument.

2.7 Honouring demands: Once We receive a complying demand under a Payment Instrument, We can make payment without obtaining any evidence that the amount demanded is due and payable and without notice or reference to You even if You dispute the validity of the demand. You will not in any circumstances claim that such payment was not due or should not have been made.

2.8 Payment without demand: We may have the discretion to, or may be obligated to, make a payment without first having

received a demand if it is specified under the Payment Instrument terms.

2.9 Early payment: We may make payment under any Reimbursable Payment Obligation at any time before it becomes (or is stated to become) payable and Your reimbursement obligations to Us under the Agreement will still apply.

2.10 Cash collateral: If We request, You must pay Us a sum up to or equal to Our contingent or unmatured liability (as determined by Us) under or in relation to any or all Reimbursable Payment Obligation. We can hold such sum in an account in Our name, under Our sole dominion and control, and may use such sum to satisfy Your reimbursement obligations to Us under the Agreement. We are not obliged to refund any cash collateral unless Your contingent or unmatured liability(ies) cease to exist before they mature or do not mature in full. Unless We agree otherwise, no interest will accrue on any such sum.

3. Pledge of Documents and Goods

3.1 Pledge of documents and goods: We will have a pledge over all Transaction Items for each Trade Transaction and as continuing security for the payment and discharge of all General Obligations relating to that Trade Transaction which belong to You and are at any time:

- (a) in Our, Our agent or representative's possession; or
- (b) where We have issued an LC, in the possession of a nominated bank, where any such possession may be actual or constructive. If and when Our possession or the possession of Our agent, representative or nominated bank (as contemplated above) of any Transaction Item ceases, the Pledge of that Transaction Item will cease. To avoid doubt, Our possession will not cease where a trust is created as contemplated by the provisions relating to trust receipts.

3.2 Further assistance: You must take any step that We reasonably request which We consider necessary or desirable to constitute, preserve or perfect the Pledge intended to be granted to Us as contemplated by the Agreement.

3.3 Pledge unaffected: The Pledge over any Transaction Item is in addition to and will not affect or be affected by any other Security, rights or remedies We may hold or exercise in respect of any General Obligation.

3.4 No prior encumbrance: You must have good title to each Pledged Item and ensure that no person (other than Us) at any time has any Security or other interest in (or claim over) any Pledged Item whilst the Pledge over that Pledged Item exists.

3.5 Risk in Pledged Items: You will hold all risk in any Pledged Item. We are not responsible for (or be liable in relation to any Loss) in relation to any Pledged Item.

3.6 Insurance:

(a) You must at Your expense:

- (i) insure all Pledged Goods at all times with reputable insurers against such risks as a prudent company carrying on a similar business to You;
- (ii) ensure coverage for the Pledged Goods is for such amounts We deem sufficient, which in the case of

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cargo shipments should be at least 110% of its fair market value or (if higher) the purchased value of the Pledged Goods;

- (iii) act as a prudent owner in relation to managing any risk associated with any Pledged Goods and in relation to any such insurance (including the making of any claims);
 - (iv) notify Us of any actual or potential insured event;
 - (v) pay all insurance proceeds directly to Us or Our order; and
- take any action We may require in relation to any Pledged Goods and any insurance, including naming Us as loss payee and/or co-insured in relation to any insurance and assigning insurance proceeds to Us by way of continuing security for such General Obligations as We may identify, and take such steps as We may require in relation to the above.

(b) You must not do (or omit to do) anything which will (or is likely to) make any insurance void or voidable.

(c) All or any part of any insurance proceeds received by Us may be held by Us in suspense and/or applied by Us against any General Obligations.

3.7 Other obligations: You must:

- (a) not sell, encumber or dispose of any Pledged Item or Your right, title or interest in any Pledged Item unless permitted under the Agreement or otherwise agreed by Us in writing;
- (b) pay all costs and expenses in relation to any Pledged Goods, including the cost of insuring, storing or transporting them;
- (c) ensure that all Pledged Goods are kept separate from any other goods and are clearly marked; and
- (d) ensure that any person who is in actual possession of any Pledged Goods acknowledges to Us in writing that they are held to Our order.

3.8 Dealing with Pledged Item:

We may deal with and take any action in relation to, any Pledged Item, including selling, disposing, transporting, warehousing, landing or insuring any Pledged Item or making a claim on any insurance policy. You must reimburse Us on demand in relation to any cost or expense We incur in relation to Our dealing or taking action in relation to any Pledged Item.

3.9 Authority to act in Your name: You irrevocably authorise and appoint Us and any of Our officers or employees to be Your agent and on Your behalf (and in Your name) from time to time to execute and deliver all documents and do all acts as We consider necessary or desirable to:

- (a) constitute, preserve or perfect the Pledge intended to be granted to Us;
- (b) exercise Our rights and remedies under the Agreement or in relation to any Pledged Item including selling and transferring any Pledged Item to a purchaser or applying for or making a claim on any insurance policy;
- (c) perform the Trade Service;
- (d) appoint or engage any agent or other person (each a "Delegate") to carry out any function or to assist Us in providing any Trade Service.

Your authorisation and appointment under this clause will include any right to sub-delegate or substitute this authorisation or appointment to any of Our officers or employees and will continue until such time when the Agreement is terminated or when all Your General Obligations are fully satisfied (whichever is later). You hereby ratify (and agree to ratify promptly upon Our request at any time) any action which We or any of Our officers or employees or any Delegate take as contemplated by this clause.

4. Security

- 4.1 Additional documents and action: In relation to any Security which You are required to give Us, You must execute such documentation and/or take such action as We may require to grant Us that Security (or perfect, preserve or enforce that Security).

5. Trust Receipts

- 5.1 Delivery of Pledged Item to You: You will hold any Delivered Pledged Item on trust for Us (unless We stipulate otherwise), and Our Pledge over such Delivered Pledged Item will continue.

- 5.2 Trust receipts: If We request, You must sign a trust receipt in such form as We may stipulate in relation to any Delivered Pledged Item.

- 5.3 Release of any Pledged Item: We can by Notifying You, release and discharge:

- (a) any Delivered Pledged Item from the trust We have over it; and/or
- (b) any Pledged Item from the Pledge.

5.4 Dealing with Delivered Pledged Item

- (a) You must hold any Delivered Pledged Item to Our order and comply at Your cost any instructions We give You in relation to any Delivered Pledged Item, including delivering any Delivered Pledged Item to Us or any other person and providing Us such access and assistance as We may require at anytime to inspect any Delivered Pledged Item.
- (b) You remain bound by Your obligations under this Clause, except that You may sell any Delivered Pledged Item to any person(s) for a fair market value and on arm's length commercial terms. All sale proceeds must be paid in full directly to Us. If We agree that You may receive the sale proceeds, You must promptly upon receipt pay them to Us in full and in the meantime hold them on trust for Us.

Standard Chartered International Trade Account Terms and Conditions

These terms and conditions apply to and regulate the "International Trade Account" Plan made available by Standard Chartered Bank (Hong Kong) Limited to its customers.

1. Definitions

- 1.1 In these terms and conditions unless otherwise defined or the context otherwise requires.
- a. **"Application"** means the application form annexed to these terms and condition and which forms a part of these terms and conditions;
 - b. **"Bank"** means Standard Chartered Bank (Hong Kong) Limited and its successors and assigns;
 - c. **"Banking Plan"** means "International Trade Account";
 - d. **"Customer"** means any person signing, and named in, the Application and who has been enrolled by the Bank in a Banking Plan;
 - e. **"International Trade Account"** means the Bank's special relationship services described as "International Trade Account";
 - f. **"Liabilities"** means all the liabilities of any person to the Bank, whether present or future, actual or contingent, and whether owed individually or jointly with any other person;
 - g. **"Services"** means the banking services listed in materials relating to the Banking Plan issued by the Bank from time to time and any other banking services which the Bank may from time to time include in the Banking Plan (including such services as may from time to time be re-named, replaced, supplemented or varied by the Bank) and each a "Service"; and
 - h. **"Service Conditions"** means the specific terms and conditions regulating each of the Services, and includes any applicable account mandates and customer user guides, as any of the same may from time to time be supplemented, amended or replaced by the Bank.
- 1.2 In these terms and conditions, unless the context otherwise requires:
- a. the word "person" includes any individual, company, firm, partnership, joint venture, association, sole proprietorship or other business entity;
 - b. words denoting one gender includes all other genders;
 - c. words denoting the singular includes the plural and vice versa; and
 - d. headings have been inserted for convenience of reference and shall not affect construction.
- 1.3 The Bank shall have an absolute discretion in respect of any discretion, determination, demand or decision exercised, made or taken by it relating to the Banking Plan and as to the time when the same shall be exercised, made, taken and/or effective. In the event of disputes, the decision of the Bank shall be final and binding.

- 1.4 The Chinese translation of these terms and conditions is provided for reference only and the English version shall prevail for all purposes.

2. Banking Plan

Both new and existing Business Banking customers may from time to time elect to enrol in the Banking Plan by notice to the Bank. The Bank has absolute discretion in approving the Application.

3. Services

The Customer agrees that each of the Services is made available by the Bank subject to the applicable Service Conditions and agrees to be bound by all the Service Conditions. These terms and conditions shall be read together with all the Service Conditions and in case of conflict or inconsistency between any of the Service Conditions and these terms and conditions, the relevant Service Conditions shall prevail to the extent of such conflict or inconsistency.

4. Amendments

The Bank shall be entitled at any time at its discretion (i) to add new banking services to the Services or to replace, suspend, vary or terminate any Services and (ii) to vary or amend these terms and conditions, in each case by notice to the Customer. Any amendment to these terms and conditions shall be deemed to be effective and binding on the Customer unless notice of termination of the Banking Plan in which the Customer is enrolled at the time is received by the Bank before the effective date of such amendment.

5. Fees

- 5.1 The Customer shall pay the Bank such fees and charges in respect of the Banking Plan in which he is enrolled as the Bank may from time to time impose. If the Customer's total daily average balance in the past 6 months falls below the minimum balance combined in Deposit / Investment and Loan / Overdraft Accounts as the Bank from time to time determines, the Customer shall also pay the Bank a periodic maintenance fee. (Should the account history be less than 6 months, the calculation will be based on the daily average balance for the period from second month of account opening.)
- 5.2 The Bank shall be entitled to debit any fees and charges payable by the Customer under this condition 5 to any account of the Customer with the Bank at any time.
- 5.3 Without prejudice to any other right of the Bank, if the Customer has insufficient funds in his accounts with the Bank or insufficient credit with the Bank to cover fees and charges payable by him, the Bank shall be entitled to terminate or suspend the whole or any part of the Banking Plan in which he is enrolled.

6. Partial Invalidity

Any provision in these terms and conditions which is invalid for any reason shall be ineffective only to the extent of such invalidity and shall not affect the validity of the remaining terms and conditions. Nothing in this document shall operate so as to exclude or restrict

any liability, the exclusion or restriction of which is prohibited by the laws of Hong Kong.

7. Termination

- 7.1 The Bank may by notice terminate the Banking Plan either in whole or in part and with or without cause, without prejudice to the respective rights and obligations of the Bank and the Customer in respect of any one and more of the Services which shall continue to be governed by the relevant Service Conditions.
- 7.2 The Customer may terminate the Banking Plan in which he is enrolled by written notice to the Bank and subject to payment of any service fee which the Bank may see fit to impose.
- 7.3 Any termination of the Banking Plan by the Customer or the Bank shall not operate to discharge or otherwise affect in any way any Liabilities or other obligations of the Customer accrued or arising before termination.
- 7.4 After terminating the enrolled Banking Plan, the Customer will be subject to the normal minimum balance requirement and service charges of Business Banking services as the Bank may determine and require from time to time.

8. Law

- 8.1 These terms and conditions shall be governed by and construed in accordance with the laws of the Hong Kong Special Administrative Region.
- 8.2 The Customer submits to the non-exclusive jurisdiction of the courts of the Hong Kong Special Administrative Region in respect of these terms and conditions.

Terms and Conditions for 360° Business Rewards

1. The 360° Business Rewards Programme (“**Programme**”) is only available to Business Banking Customers holding and maintaining a valid Standard Chartered CUP ATM Card and Business Bank Account (the “**Account**”) with Standard Chartered Bank (Hong Kong) Limited (the “**Bank**”) (“**Eligible Customer**”). If the relevant Business Banking Customer is a corporate, firm or institution, for avoidance of doubt, the programme is made available to such Business Banking Customer and not any individual holder of Standard Chartered CUP ATM Card(s).

2. Under the Programme, Eligible Customers may earn 360° Business Reward Points (“**Points**”) by holding or entering into the following products or transactions (“**Eligible Transactions**”):-

	Product Category	Eligible Transactions
A	Deposits and Structured Investment Series and Premium Deposits	Savings Account, Current Account, Time Deposit, Structured Investment Series and Premium Deposit (Any Currency) • Actual overdraft balance (but not the overdraft limit) in Current Account will not be entitled for Points • Excluding deposits credited to BusinessOne® Account
B	Business Instalment Loan	Business Instalment Loans • Any loan amounts approved but not yet drawdown will be excluded from Points calculation
C	Loan Under Government Guarantee Scheme	Overdraft Services (excluding Business Overdraft), Trade Services, Express Trade, Working Capital Loan and Business Instalment Loan • Any loan amounts approved but not yet drawdown will be excluded from Points calculation
D	Investments	Investment Funds and Debt Securities (Any Currency)
E	Mortgage Loan	Mortgage Loans • Any loan amounts approved but not yet drawdown will be excluded from Points calculation
F	Trade Finance	Import Loan, Export Loan, Loans Against Trust Receipt, Local Bills Discounted,
G	Insurance	Subscription through the Bank of life assurance basic plans (both regular or single premium paid, except for investment-linked insurance plan) underwritten by The Prudential Assurance Company Limited (“ Prudential ”)
H	Standard Chartered ATM Card	Local or overseas retail purchase transactions charged to the Standard Chartered ATM Card at the point-of-sale • Excluding balance transfers or any direct debit or autopay transactions • Limited to UnionPay Card only

3.1 Points will be calculated based on the total balance of the relevant account as shown on the relevant monthly statement and on following criteria with reference to each Product Category:

	Product Category	Reward Basis	No. of Points earned	Maximum no. of Points earned
A	Deposits and Structured Investment Series and Premium Deposits	Every HK\$200K of the average daily balance during the month	100 (per month)	10,000 (per month)
B	Business Instalment Loan	Every HK\$200K of the month end loan balance	1,000 (per month)	10,000 (per month)
C	Loan Under Government Guarantee Scheme			
D	Investments	Every HK\$500K of the average daily balance during the month	250 (per month)	10,000 (per month)
E	Mortgage Loan	Every HK\$500K of the month end loan balance	250 (per month)	10,000 (per month)
F	Trade Finance	Every HK\$100K (calculated based on the daily average balance) new eligible transaction / loan drawdown during the month	1,000 (per month)	20,000 (per month)

Terms and Conditions for 360° Business Rewards

G	Insurance	Every HK\$100K of the average daily balance during the month of the accumulated premium paid by Eligible Customer	500 (per month)	10,000 (per month)
H	Standard Chartered ATM Card	Every HK\$1 retail spending in designated transactions	1	No Limit

- 3.2 For Points calculation purposes, the balance of the relevant product held by an Eligible Customer will be converted to Hong Kong Dollar ("HKD") in the following situations on the specified basis:-
 (i) if the relevant account balance is denominated in foreign currency -- the Bank's exchange rate as of last calendar day of the month will be adopted for converting the daily average balance of the relevant account from the foreign currency to HKD equivalent, which will then be used to calculate the monthly balance of the account;
 (ii) if the relevant account is holding Investment Funds or Debt Securities -- the Bank's daily Net Asset Value price of the relevant Investment Funds, or the market price of the relevant Debt Securities will be adopted to calculate the daily aggregate balance of the relevant account, which will then be used to calculate the monthly balance of the account.
- 3.3 For BusinessOne® Account under Mortgage Loan Category, the balance used for calculating Points is the net loan balance (that is, outstanding loan principal minus deposits credited to the BusinessOne® Account) on the last calendar day in that month. In the event that outstanding loan principal is less than the deposits credited to the BusinessOne® Account deposits balance, no Points will be offered.
- 3.4 For Points calculation purposes under Insurance category:-
 (i) to be eligible for the Programme, the life assurance basic plan(s) (both regular or single premium paid, except for investment-linked insurance plan) must be sold by the Bank's sales staff.
 (ii) if the relevant assurance plan(s) or policy(ies) are cancelled within the cooling-off period(s), no Points will be offered.
 (iii) the relevant assurance plan(s) or policy(ies) must remain in force (as determined by Prudential at its sole discretion) and the premium level must remain the same as (or above) the initial premium level at subscription, otherwise the Bank is entitled to forfeit and debit any Points awarded in respect of such plan(s) or policy(ies).
- 3.5 Any remaining balance that falls short from earning any Points based on the criteria referred above during a month will neither be combined with other balance in other product categories nor be carried forward for Points calculation purposes in any subsequent months.
4. Subject to the terms below, Points offered during a month (if any) will be awarded to the Eligible Customer in or before the next month and recorded in the consolidated statement of the same and/or following months from the award.
5. Notwithstanding the above, the Points will not be awarded to the Eligible Customer if any of the Eligible Customer's account with the Bank has become delinquent or if the Eligible Customer has defaulted in any payment due and payable to the Bank. The Bank reserves the right to refuse to credit or honour any Points if the relevant Eligible Customer fails once or more to pay on or before any due date under any facility provided by the Bank to the customer.
6. If any of the account(s) of the Eligible Customer with the Bank is voluntarily/involuntarily closed, all Points unredeemed, credited but unused or not yet credited to the Account will be immediately forfeited upon the account closure.
7. The methods used to compute Points and the criteria of Eligible Transactions and products relating thereto are decided and subject to the sole discretion of the Bank. The Bank may review such methods and criteria from time to time. In case of any dispute, the Bank's decision shall be final and binding.
8. Points awarded under the Programme will be valid for use for a maximum of 3 years as particularly specified in the relevant monthly statements. The Points are non-transferable and cannot be redeemed for cash.
9. In the event that the Eligible Customer is also entitled to another prevailing promotion offer(s) of the Bank, the Bank reserves the right to provide only one or some of the offer(s) at its absolute discretion.
10. The Bank reserves the right to terminate the Programme and to vary or modify any of the above terms and conditions from time to time without prior notice. In case of dispute, the Bank's decision shall be final and binding.
11. If there is any inconsistency or conflict between the English and Chinese versions, the English version shall prevail.

Points Redemption for Business Banking Customers

The redemption of "Points" (being Points designated as such by Standard Chartered Bank (Hong Kong) Limited (the "**Bank**")) for Business Banking Customers will be subject to the terms and conditions set out below:

- Redemption is only applicable to Business Banking Customers with Business Bank Account ("**Account**") and Standard Chartered ATM Card properly registered with the Bank for the purpose of redemption of Points ("**Redemption**").
- Only Points shown as available on the latest issued consolidated statement and Online 360° Business Rewards are redeemable.

Terms and Conditions for 360° Business Rewards

3. The maximum period for accumulation of Points under the relevant Account is 3 years. The Points expiry date will be subject to the date shown in the bank statement. After this date all accumulated Points will be cancelled from the relevant customer's Account without further notification.
4. Any application for Redemption received after the relevant Account has been closed (voluntarily / involuntarily) shall not be valid and all accrued Points on such Account will become void with effect from the date of such closure.
5. Points may only be redeemed for services/products (together "**Products**") specified as being available the 360° Business Rewards Catalogue and Online 360° Business Rewards for Business Banking Customers. Points may not be redeemed for cash. Provided that the relevant customer has accumulated sufficient Points available on their Bank Account, there is no limit (same as set out below) to the number of Products that each eligible customer is entitled to redemption.
6. The Bank's acceptance of Redemption will be subject to the relevant Account(s) being valid and in good standing and there having been no breach by the relevant customer of any of his/her obligations under the applicable Standard Chartered ATM Card Cardholder Agreement or Standard Chartered ATM Card Terms(if applicable) with the Bank.
7. Unless otherwise specified, products are valid until 31 December of every year. The Bank reserves the right to change the list of items and merchants available for redemption, both in redemption catalogue and Online 360° Business Rewards from time to time without notice. All Products are subject to availability and will be allocated on a first-come-first-served basis. Products are subject to the applicable terms and conditions of the respective merchant.
8. Once Redemption has been processed by the Bank, it is irrevocable and may not be cancelled or altered. No free trial period will be provided in respect of any Products.
9. Redemption will be fulfilled in the sequence in which they are received and accepted by the Bank. If the relevant customer does not have a sufficient number of Points for the Redemption, the Redemption will be deemed cancelled.
10. Redemption letter will be sent to the relevant customer within 2 weeks upon Redemption being accepted by the Bank.
11. Redemption of mileage programme must be made in multiples of 1,000 miles and the minimum redemption level is 1,000 miles. Upon receipt of Redemption, the Bank will forward the relevant information to relevant mileage programme for processing. Miles will be credited into relevant mileage programme account within 4 to 6 weeks. In case of insufficient submitted information, the Redemption will be cancelled without notification. Terms and conditions of relevant mileage programme apply for mileage redemptions. For details, please visit www.asiamiles.com.
12. The Bank may charge handling fee or charge for each Redemption of mileage program as it determines from time to time.
13. All Vouchers offered to the relevant customer will only be redeemable in accordance with the terms and conditions endorsed on them and will not be redeemable or exchangeable for cash in any circumstances.
14. The Bank is not the supplier of any Product offered to the relevant customer and will not accept contractual, torts or any other kind of liability in respect of any Products supplied by third party merchants. All representations and warranties relating to quality, design, specifications or otherwise set out in this 360° Business Rewards Catalogue in respect of such offers are made by the respective merchants. Accordingly, the Bank will not be responsible or liable for any death, injury, damage or loss suffered by any relevant customer or any third party or any of their property which is caused directly or indirectly by any of the Product provided to the relevant customer. Products are not returnable unless the Product suffers from any manufacturing defect or is damaged upon delivery/collection. Please call Standard Chartered Business Banking Dedicated Hotline: (852) 2886 6988 within 7 days of receipt to arrange for return/replacement if necessary. The Bank is not responsible for any loss or theft of redeemed gift vouchers or items.
15. The Bank and respective Products' suppliers have made every effort to ensure all information in the catalogue is accurate, however the Bank accepts no responsibility for any error or omission contained therein. The Bank reserves the right to make the final decision if there is any inaccuracy or omission.
16. The relevant customer may appoint either its authorised signatory or representative to collect the redemption items on its behalf. To collect the redemption items:
 - (a) for cases where collection is made by an authorised signatory, the authorized signatory must attend in person and present his/her HKID Card, valid Standard Chartered Standard Chartered CUP ATM Card, the original redemption letter issued by the Bank, copy of the relevant customer's Business Registration Certificate or Certificate of Incorporation and the relevant customer's company chop;
 - (b) for cases where collection is made by a representative, the authorised representative must attend in person and present the his/her HKID Card, the original redemption letter issued by the Bank, copy of the relevant customer's Business Registration Certificate or Certificate of Incorporation, the authorization letter signed by the relevant customer, signed copy of both sides of the relevant Standard Chartered Standard Chartered CUP ATM Card, and the relevant customer's company chop. This representative must be aged 18 or over.
17. Offer shall be terminated immediately upon closure of merchants.
18. Fraud and abuse relating to the Redemption may result in the forfeiture of accumulated Points as well as the cancellation of the relevant customer's Account(s) and Standard Chartered ATM Card(s).
19. The Points earned in the 360° Business Rewards programme cannot be conjunct with other offer in the Bank.
20. If any of the account(s) of the relevant customer with the Bank is voluntarily/involuntarily closed, all Points unredeemed, credited but unused or not yet credited to the Account will be immediately forfeited upon the account closure.

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21. In the event that the customer is also entitled to other prevailing promotion offer(s), the Bank reserves the right to provide only one or some of the offer(s) at its absolute discretion.

Online Rewards

22. The relevant customer must register online with valid Standard Chartered CUP ATM Card number and Business Bank Account to view Points balance and to make online redemption.
23. The Bank will process the Redemption within 3 working days, and will deduct Points based on expiry date, earlier-expired Points will be deducted first.
24. The relevant customer cannot combine mileage, cash voucher and merchandise in the same Redemption. For each item, the relevant customer can redeem in the maximum of 99 units in each Redemption.
25. No notification letter will be delivered for rejected Redemption, yet the relevant customer is required to check redemption status online after processing.
26. The relevant customer is not allowed to transfer Points to any other customer of the Bank.

Annual Fee Waiver

27. Not applicable to Business 360° Business Rewards.

Membership Discounts

28. Not applicable to Business 360° Business Rewards.
29. The Bank reserves the right to terminate the redemption programme and to vary or modify any of the above terms and conditions from time to time without prior notice. In case of dispute, the Bank's decision shall be final and binding.
30. If there is any inconsistency or conflict between the English and Chinese versions, the English version shall prevail.

Important Note

Structured Investment Series, Premium Deposit and some investment products are structured products involving derivatives. The investment decision is yours but you should not invest in the product unless the intermediary who sells it to you has explained to you that the product is suitable for you having regard to your financial situation, investment experience and investment objectives.

Risk Disclaimer Statement

- Investment involves risks. The prices of investment products may move up or down and the worst case will result in loss of your entire investment. Customers should consider their own investment objective, investment experience, financial situation and risk tolerance level; and also read the terms and conditions of the relevant investment services/ offering documents including the risk disclosures, and is advised to seek independent professional advice before making any investment decision.
- Structured Investment Series and Premium Deposit are NOT alternative to ordinary saving or time deposit, and are NOT a protected deposit and NOT being protected under the Deposit Protection Scheme in Hong Kong.

Disclaimer

This document does not constitute any invitation or recommendation to any person to enter into any transaction of financial products. Customers should not only base on this document alone to make investment decisions. This document has not been reviewed by the Securities and Futures Commission or any regulatory authority in Hong Kong.