

## About this Account Opening Pack

### 關於本套開戶文件

#### What documents are contained in this Account Opening Pack?

This Account Opening Pack is divided into the following parts:

- (a) **Account Opening Application Form** – this form provides the Bank with the key information necessary to open your account. The form must be completed, signed and returned back to us together with any other relevant documents requested.
- (b) **Mandate** – we provide a sample mandate with the basic resolutions necessary for the Bank to accept instructions from you and to perform the relevant services. This is an important part of the account opening process and will help us with documenting your authorised persons in our systems.
- (c) **Straight2Bank Set-up and Maintenance Documentation** – this part provides the Bank with the key information necessary for you to use Straight2Bank (for further information on Straight2Bank please see below).
- (d) **Terms and Conditions** – this part covers the basic terms and conditions as well as the country specific terms and conditions relevant to your Core Account Services (see below). This part also includes the Regulatory Compliance Statement which sets out the Bank's minimum regulatory and compliance requirements to conduct business with you. If you are an existing client of the Bank, please speak to your Relationship Manager or local branch on the applicable terms which apply to your relationship with us.

Please note that additional documents may be provided to you from time to time as part of the account opening.

#### 本套開戶文件包含的文件有那些？

本套開戶文件分成以下幾個部分：

- (a) **開戶申請表** – 該表格提供本行為您開戶時所需要的重要資訊。您必須填妥該表格並且簽名蓋章，然後連同任何其他必要的相關文件擲回本行。
- (b) **授權書** – 本行提供授權書範例，內含本行所需的基本授權決定，以便本行得以接受來自您的指示並據以執行相關的服務。這是開戶流程的重要部分，而且有助於本行在系統記錄您的被授權人員。
- (c) **Straight2Bank 設立和維護文件** – 該文件提供本行有關您使用 Straight2Bank 的必要關鍵資訊（如您需要瞭解更多資訊，請見下文的 Straight2Bank 說明）。
- (d) **條款和條件** – 該文件包含基本的條款和條件，以及與您核心帳戶服務（詳見下文）有關的特定國家條款和條件。該文件也包括法規遵循聲明書，其列出與您進行業務往來時，本行務必要遵守的基本規範和法規遵循條件。如果您是本行的既有客戶，請聯絡您的客戶關係經理或當地分行，瞭解與本行進行往來時應適用的條款。

請注意，本行可能會不定時提供您額外文件作為本套開戶文件的一部分。

#### What products and services are offered under this Account Opening Pack?

This Account Opening Pack covers the following products and services which you can apply for from us:

- **Cash Accounts** – current, savings and deposit accounts (including payment and collections services\*); and
- **Straight2Bank Web** – this is the Bank's internet based version of our Straight2Bank platform that provides access to the suite of products and services available under an account\*\*.

(together, the **Core Account Services**)

\* *Additional documentation may be required to be submitted for enhanced collection services – our comprehensive suite of paper-based and electronic collection services, which are available through a range of electronic and other communication channels.*

\*\* *Straight2Bank is our electronic communications system. Straight2Bank Web offers a range of transactional and reporting activities for the basic cash services (including payments and collections) available under an account, and a range of spot foreign exchange transactions through your accounts.*

#### 本套開戶文件提供的產品與服務有哪些？

本套開戶文件包括您可以向本行申請的產品與服務如下：

- **現金帳戶** – 活期、儲蓄和定期存款帳戶（包括付款和託收服務\*）；以及
- **Straight2Bank 網頁** – 此為本行 Straight2Bank 平台的網際網路版，其提供附屬於帳戶可供使用的一系列產品與服務\*\*。

（此外，還有**核心帳戶服務**）。

\* 您可能需要提供更多額外文件，才能享有進階的託收服務 – 本行提供可透過多種電子化和其他通訊網絡，享有完整的紙本以及電子化託收服務。

\*\* *Straight2Bank 是本行的電子化通訊系統。Straight2Bank 網頁提供附屬於帳戶可供使用的基本現金服務（包括付款和託收）的各式交易和報告活動，以及透過您的帳戶進行的即期外匯交易。*

## How do you open an account with Standard Chartered Bank?

## 您如何在渣打銀行開立帳戶？

To open an account with us, you must complete and submit the Account Opening Application Form together with any supporting documentation we require.

要在本行開立帳戶，您必須填寫開戶申請表，並且連同本行要求的任何佐證文件一併擲回本行。

We shall request information and documents from you to better understand your needs. This is also important for our "Know Your Customer" obligations, an integral part of our global effort to combat money laundering, terrorist financing and fraudulent activity. We will be providing you with a separate list of client documentation and / or information which may be required.

本行將要求您提供資訊和文件，以方便本行更瞭解您的需求。這對於本行履行「認識客戶」規定的義務也至關重要，此為本行執行全球化打擊洗錢、恐怖主義融資和詐欺活動時不可或缺的一環。本行將另外提供您可能需要的客戶文件，及/或資訊清單。

You may be periodically asked at any time to provide information about people with access to, or authority over, your accounts and / or transactions (such as authorised signatories). This may include providing satisfactory proof of their identity and / or authority to act on your behalf.

本行可能隨時要求您定期提供可接觸或管理您帳戶及/或交易人員（例如有權簽章人員）的相關資訊。這可能包括提供符合要求的身分證文件，及/或代表您行使權利的授權書。

We may clarify with you any incomplete or inconsistent information in relation to your request under this Account Opening Pack.

本行可能要求您釐清本套開戶文件中，與您的申請相關的不完整或不一致的資訊。

We reserve the right not to open an account for any reason whatsoever and, unless required by applicable law, we do not need to give you a reason.

本行保留基於任何因素拒絕為您開戶的權利，除非適用法律有所規定，否則本行不需要向您說明理由。

## Will there be any other documentation provided to me?

## 銀行將提供任何其他文件給我嗎？

Beyond the Account Opening Application Form and the other documents in the Account Opening Pack, we may provide you with other documentation relevant to the product or service, including letters, fee schedules, risk disclosure statements, user guides or other guidelines.

除了開戶申請表和本套開戶文件中的其他文件以外，本行可能提供您與產品或服務相關的其他文件，包括信函、費用表、風險揭露聲明書、使用者指南或其他指導原則。

You may also be required to complete set-up forms as part of your setup of the products and / or services. If you do not submit a completed and signed set-up form to us, we may not be able to activate the relevant product or service you have requested for.

本行亦可能要求您填妥設立表，此為設定產品及/或服務的一環。如果您未提供已填妥並且簽章的設立表，本行可能無法啟用您申請的相關產品或服務。

If you require other additional products or services which are not offered under this Account Opening Pack, we may require separate documentation. Your Relationship Manager will inform you of any additional documentation which may be required.

如果您需要並非附屬於本套開戶文件所提供的其他產品或服務，本行可能會要求您另外提供其他文件。您的客戶關係經理會通知您可能需要提供的任何其他文件。

INTERNAL / 內部 (BANK USE ONLY / 銀行專用)

RM Code /  
RM 代碼

LE ID

# 開戶申請表 (台灣)

## Account Opening Application Form (Taiwan)



### 填寫本申請表應注意事項

- ✓ 請以正楷填寫
- ✓ 任何標註“\*”欄位為必填項目
- ✓ 如有不適用欄位請留白
- ✓ 有任何誤填之處，請重新列印本申請表並再次填寫
- ✓ 請自行保存本申請表及相關條款乙份留存

### How to fill in this form

- ✓ Please use BLOCK LETTERS to complete this form
- ✓ Any field marked with an “\*” must be completed
- ✓ Leave boxes blank if they do not apply to you
- ✓ If you make a mistake, please print a fresh page
- ✓ Please keep a copy of this form together with the relevant terms and conditions for your record

### A 欄 – 全球性的要求 (在所有渣打銀行的分行及/或子行開立帳戶必須提供的資料)

**Section A – Global Requirements** (Information necessary to open your account across all Standard Chartered Bank branches and/or our subsidiaries)

#### 申請者資料 Applicant's Particulars

申請者名稱 (應與相關證照之法定名稱全名相同) Name (Insert FULL legal name)	中文名稱 * In Chinese *	
	英文名稱 * In English *	
登記地址 * Registered Address *		
設立地 (國家) * Country of Incorporation *	統一編號 * Registration Number *	
Straight2Bank 集團編號 (如有適用) Straight2Bank Group ID (If applicable)		

#### 聯絡資料 Contact Details

通訊名稱與地址 (如與前述所載不同) Mailing Name & Address (If different from above)			
聯絡人 * Contact Person *			
SWIFT 銀行編號 (如有適用) SWIFT Code (If applicable)	手機號碼 Mobile	辦公室電話號碼 * Office Telephone *	( )
傳真號碼 Fax	電子信箱 * Email Address *		

帳戶類別 * Account Type *	帳戶幣別 * Currency *	帳戶名稱 (若與法定名稱相同請留予銀行填寫) Account Title (Leave Blank if same as that of Legal Name)	分行 * Branch *	銀行專用 For Bank Use Only	
				帳戶號碼 Acc. No.	產品編號 Prd. Code

#### 帳戶偏好 Account(s) Preferences

對帳單頻率 \*                      每月 Monthly                      每季 Quarterly                      半年 Half Yearly                      每年 Annually

Statement Frequency \*

Client Initials	Company Stamp

# 開戶申請表 (台灣)

## Account Opening Application Form (Taiwan)

### 聲明 Declaration

申請者茲申請在渣打國際商業銀行股份有限公司（“貴行”）開立上述帳戶，並確認在本申請表所填載及交付予貴行的文件上之資料均為真實、正確與完整。申請者瞭解：除法令另有規定，貴行得拒絕開戶申請而不須提供任何理由，且貴行與本公司不因此產生契約或任何其他關係。申請者進一步確認：其於簽署本申請表之同時已收訖、詳閱並瞭解貴行之帳戶條款、標準條款、國家補充條款以及法規遵循聲明書（可於網站 [www.sc.com/en/rcs](http://www.sc.com/en/rcs) 取得）與其他相應的條款規範，且同意遵守與各申請帳戶相關之前述條款規範。申請者並確認：若嗣後申請任何授信、產品及/或服務，同意遵守貴行就該等產品服務所隨時公告通知之額外條款規範。

The Applicant applies to open the above Account(s) with Standard Chartered Bank (Taiwan) Limited (the "Bank"). The information provided in this Form and in any other document(s) provided to the Bank is true, accurate and complete. Unless required by law, the Bank may decline the application without providing any reason, in which event no contractual or other relationship will arise between the Bank and the Applicant. The Applicant further acknowledges that the Applicant has received, read and understood the Bank's Account Terms, Standard Terms (including Account Terms, if not incorporated as part of the Standard Terms), applicable Country Supplement and Regulatory Compliance Statement (available on the Bank's website [www.sc.com/en/rcs](http://www.sc.com/en/rcs)) or other equivalent terms and conditions and the Applicant agrees to be bound by them in connection with each requested Account. The Applicant further agrees to be bound by any additional terms and conditions governing any facilities, products and/or services offered by the Bank as the Applicant may apply for and/or utilise from time to time.

申請者同意：若中英文文義有歧異者，以中文版為準。  
The Applicant agrees that in the event of any inconsistency between the Chinese and English versions, the Chinese version shall prevail for all purposes.

公司印鑑及有權簽章人之簽名/印鑑 \*  
Company Chop and Authorised Signature/Seal \*

姓名 \*  
Name \*

日期 \*  
Date \*

S.V.

渣打國際商業銀行股份有限公司

營業部

分行

國際金融業務分行

新開戶

刪除

變更

統一編號: \_\_\_\_\_ 生效日 \_\_\_\_\_ 日 \_\_\_\_\_ 月 \_\_\_\_\_ 年

戶名: \_\_\_\_\_

需相關證照之法定名稱全名相同

授權人員 <small>未使用之空白處請劃線</small>	
適用所有帳戶之簽名/印鑑 (不含支票戶) 適用支票帳戶之簽名/印鑑	憑壹式有效 憑貳式有效 其他
	支票取消劃線、禁止背書轉讓、抬頭人或日期更改以 同上 憑壹式有效 憑貳式有效 其他 如勾選其它,請詳述於下列“備註”處
印鑑簽樣    姓名 _____ 身份證號碼 _____ 生日 _____ 國籍 _____ 辦公室電話 _____ 行動電話 _____	印鑑簽樣    姓名 _____ 身份證號碼 _____ 生日 _____ 國籍 _____ 辦公室電話 _____ 行動電話 _____
印鑑簽樣    姓名 _____ 身份證號碼 _____ 生日 _____ 國籍 _____ 辦公室電話 _____ 行動電話 _____	印鑑簽樣    姓名 _____ 身份證號碼 _____ 生日 _____ 國籍 _____ 辦公室電話 _____ 行動電話 _____

備註: \_\_\_\_\_

本公司茲確認上述人員已接受指派成為授權人員。空白處不足，請另外以印有客戶信頭的信紙提供授權簽署人的完整清單

公司印鑑及有權簽章人之簽名或印鑑  
(若為本國公司，請蓋印經濟部登記之大小章；若為外國公司，請蓋印Signing Bar 加上負責人親簽)

驗證簽章之客戶關係經理:

**Standard Chartered Bank (Taiwan) Limited**

Main Branch \_\_\_\_\_

Branch \_\_\_\_\_

Offshore Banking Unit \_\_\_\_\_

**New Appointment****Deletion****Changes**

Registration No./ Taxation No: \_\_\_\_\_ Start / Effective Date: \_\_\_\_\_ day \_\_\_\_\_ month \_\_\_\_\_ year

Name of the Client \_\_\_\_\_

*Insert FULL legal name exactly as it appears on the Constitutional Documents***Authorized Persons** *Draw a line through any unused space.*Signatures/Seals for all accounts  
except checking accountSignatures/Seals for checking  
accounts only

Any one to sign

Any two to sign

Other (insert details below)

Changes of checks would be effective by:

Same as above

Any one to sign

Any two to sign

Others (insert details below)

*If you check "Others", describe the alternative method of operation in the space provided below.*

Specimen Signature

Specimen Signature

Name \_\_\_\_\_

ID \_\_\_\_\_

Date of Birth \_\_\_\_\_

Nationality \_\_\_\_\_

Office: \_\_\_\_\_

Mobile: \_\_\_\_\_

Name \_\_\_\_\_

ID \_\_\_\_\_

Date of Birth \_\_\_\_\_

Nationality \_\_\_\_\_

Office: \_\_\_\_\_

Mobile: \_\_\_\_\_

Specimen Signature

Specimen Signature

Name \_\_\_\_\_

ID \_\_\_\_\_

Date of Birth \_\_\_\_\_

Nationality \_\_\_\_\_

Office: \_\_\_\_\_

Mobile: \_\_\_\_\_

Name \_\_\_\_\_

ID \_\_\_\_\_

Date of Birth \_\_\_\_\_

Nationality \_\_\_\_\_

Office: \_\_\_\_\_

Mobile: \_\_\_\_\_

**Special Instructions:**

It is confirmed that each person appointed above accepts the appointment as an Authorised Person. If there is insufficient space, please provide the full list of authorised signatories on a separate schedule on Client letterhead.

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Company Chop and Authorised Signature/Seal:

(For local companies, please affix the company chop and its legal representative's seal registered with Ministry of Economic Affairs; For offshore companies, please affix the company's signing bar and its authorized director's signature(s)).

Verified by:

# Straight2Bank Setup & Maintenance Form



Please complete this page and the authorisation in the last page of this Straight2Bank Setup & Maintenance form and other optional Services section that you require.

- ✓ Required – Basic Information (this page) contains the company & contact details and Straight2Bank Connectivity
- ✓ Required – Authorisation (last page)
- ✓ Required – Mandatory fields are highlighted in red. Fields marked with “✖” must be completed if that section is used

- Optional – Services include Cash, Trade and Securities Services
- Optional – Authorisation Matrix provides the authorisation rules that apply to transaction approvals
- Optional – User Maintenance lists the people with access to Straight2Bank Web and their entitlements

## Company Particulars

Full Company Name  
\_\_\_\_\_

Company Mailing Address  
\_\_\_\_\_

Setup  New  
 Update and apply the services requested to following

Existing Group ID  
\_\_\_\_\_

## Primary Contact Details

Contact Person  
\_\_\_\_\_

Title  
\_\_\_\_\_

Telephone ( )  
\_\_\_\_\_

E-mail  
\_\_\_\_\_

Client Initials	Company Stamp

## Straight2Bank Connectivity

Please select the service or services you are requesting. Reporting for the services you select will be included automatically.

Straight2Bank WEB

Straight2Bank ACCESS (Host to Host)

## General Settings

Please complete this section for new setup requests, or use to modify existing settings.

Base Currency	Email Domain(s)
Allow Self-Signing of Transactions	Format for Reports by Email

## Straight2Bank ACCESS Connection Technical Contact Person

We will contact this person to determine the type of point-to-point channel access to be established between us and the technical details. Please note that depending on the specific connectivity required, there may be additional setup form(s) to be completed.

Technical Contact Person  
\_\_\_\_\_

Title  
\_\_\_\_\_

Telephone ( )  
\_\_\_\_\_

E-mail  
\_\_\_\_\_

# Straight2Bank Cash Services

## Cash Account

Standard payment services (pre-selected) will be enabled for each new account setup. You can select additional services or un-check the standard payment services per your requirements. Reporting on your accounts are provided by default for your accounts with Standard Chartered. You can add accounts held with other banks that are reporting to Standard Chartered via SWIFT MT940 using this form.

FX Request for Quote    Enquiry & Investigations (E&I) | Link these accounts    Fixed Deposits    FX Contract

The selected payment type for each account will be validated against the enabled services at Company level.

## Account Information #

		Domestic Payments							Cross-border Payments				Others
		Standard				Additional			Standard		Additional		Collections# Liquidity Management#
		RTGS	ACH IBFT Bill Pay	BT	LBC	PAY	CC	TAX#	MWP#	TT	XBT	XACH	
Account Name *		Account Currency *											
Account Number *		Account Location *											
If account is with another bank for SWIFT MT940 reporting, provide: Sending Bank SWIFT BIC _____ Bank Account No. _____													
<b>For Bank Use Only</b>		BackOffice ID		SCI LE ID									
Account Name *		Account Currency *											
Account Number *		Account Location *											
If account is with another bank for SWIFT MT940 reporting, provide: Sending Bank SWIFT BIC _____ Bank Account No. _____													
<b>For Bank Use Only</b>		BackOffice ID		SCI LE ID									
Account Name *		Account Currency *											
Account Number *		Account Location *											
If account is with another bank for SWIFT MT940 reporting, provide: Sending Bank SWIFT BIC _____ Bank Account No. _____													
<b>For Bank Use Only</b>		BackOffice ID		SCI LE ID									

# Adding account from other entity or selecting these additional products/services may require additional forms to be completed. Our client facing team will advise you upon validating your requirements.

Client Initials	Company Stamp



# Straight2Bank Authorisation Matrix

## Authorisation Matrix

Authorisation matrix rules are required for transaction initiation. This is relevant for Cash Services, Trade Services and Securities Services. You may use this section to define transaction authorisation rules to match your processes and approver limits.

For example you may specify that one Group A authoriser may sign up to 5,000, one Group B can sign up to 20,000, and one from each Group is required to sign above 20,000 up to 1 million. Therefore you would enter three rules below: (1) A < 5,000, (2) B < 20,000, (3) A+B < 1,000,000. You may enter a maximum of 10 signatory groups (Signing Group A to Signing Group J) with a maximum of 8 stages of authorisation (eg. A+B+C+D+E+F+G+H Or J+J+J+J+J+J+J+J). You should assign each authoriser to a Signing Group in the User Maintenance section of this form.

If you have more complex requirements for transaction approvals, please let us know.

## Authorisation Matrix Rules

For payments and collections, we will apply these rules to all cash accounts unless you specify them separately.

Please tick if you are amending these settings.

### Sequential Authorisation:

### Automated Send to Bank:

## Web Re-authorisation for Straight2Bank ACCESS

Web Re-authorisation is used to route your payment file that is submitted to us via the Straight2Bank Access channel for authorisation by users on Straight2Bank Web. We will prompt for authorisation of the payment file based on specified signing limit.

Web Re-authorisation for all bank accounts and payment types

Web Re-authorisation for all payments above (currency) \_\_\_\_\_ amount \_\_\_\_\_

Please specify rule \_\_\_\_\_.

Name of Authorisation Rule			Currency Of Rule
Add	Apply to <b>ALL</b> Accounts	Specify Account / Company	
Delete			
Update	1. Sign Group Combination		Limits Up To
	2. Sign Group Combination		Limits Up To
	3. Sign Group Combination		Limits Up To
	4. Sign Group Combination		Limits Up To
	5. Sign Group Combination		Limits Up To
ALL Services  Select one or more services	<b>CASH</b>	All Payments	Payroll
	<b>TRADE</b>	Trade Banking	Open Account Trade
	<b>SECURITIES</b>	Custody & Fund Services	Custody
			Bank Payment Obligation
			Fund Services

Client Initials	Company Stamp

# Straight2Bank User Maintenance

## Administrator

Administrators are responsible for managing your Straight2Bank setup including the creation and maintenance of other users, assigning entitlements and limits, and configuring usage of the system.

For : **Dual Control**      **Single Administrator**

## User Information

			User Role	CASH										TRADE	SECURITIES				
New User	Full User Name *	User ID *	Administrator	<b>All of Cash</b>	Domestic Payments					Cross-border Payments				Others	Trade Banking	Custody & Fund Services			
	Existing User	Email ID *	Mobile ( )		Operator	Standard			Additional		Standard	Additional		<b>Collections</b> <b>Liquidity Management</b> <b>FX Request for Quote</b>	Open Account Trade	Custody			
Viewer					RTGS	ACH IBFT Bill Pay	BT	LBC	PAY	CC	TAX	MWP	TT		XBT	XACH	IBC	Bank Payment Obligation	Fund Services
Add	Date of Birth for New User *	Country of Residence *	Authoriser* (Signing Group)															Market Information Newsflash	
Delete			Receivables Mgt																
Update	Access to <b>ALL</b> Account      Specific Account															Fixed Deposits	FX Contract		
New User	Full User Name *	User ID *	Administrator		<b>All of Cash</b>	Domestic Payments					Cross-border Payments				Others	Trade Banking	Custody & Fund Services		
	Existing User	Email ID *	Mobile ( )			Operator	Standard			Additional		Standard	Additional		<b>Collections</b> <b>Liquidity Management</b> <b>FX Request for Quote</b>	Open Account Trade	Custody		
Viewer						RTGS	ACH IBFT Bill Pay	BT	LBC	PAY	CC	TAX	MWP			TT	XBT	XACH	IBC
Add	Date of Birth for New User *	Country of Residence *	Authoriser* (Signing Group)																
Delete			Receivables Mgt																
Update	Access to <b>ALL</b> Account      Specific Account															Fixed Deposits	FX Contract		
New User	Full User Name *	User ID *	Administrator	<b>All of Cash</b>		Domestic Payments					Cross-border Payments					Others	Trade Banking	Custody & Fund Services	
	Existing User	Email ID *	Mobile ( )			Operator	Standard			Additional		Standard	Additional			<b>Collections</b> <b>Liquidity Management</b> <b>FX Request for Quote</b>	Open Account Trade	Custody	
Viewer						RTGS	ACH IBFT Bill Pay	BT	LBC	PAY	CC	TAX	MWP	TT			XBT	XACH	IBC
Add	Date of Birth for New User *	Country of Residence *	Authoriser* (Signing Group)																
Delete			Receivables Mgt																
Update	Access to <b>ALL</b> Account      Specific Account														Fixed Deposits		FX Contract		

# Access to ALL Account and Specific Account radio buttons are all grouped, please fixed/ungroup.

Client Initials	Company Stamp

# Straight2Bank Authorisation

## Approving Signatories

Special Instructions

Approving signatory/signatories confirm that users have the authority to perform roles and functions designated in the setup form.

Primary Signatory

The Straight2Bank Setup & Maintenance Form consists of \_\_\_\_\_ pages.

Name

Title

Date

Secondary Signatory (if required)

Name

Title

Date

Remarks (Bank use)	Control number	Segment	FX TIER
Signature Verification (Bank use)			

# 渣打銀行 帳戶條款

## 1. 引言

- 1.1 標準條款納入本帳戶條款範圍內。

## 2. 定義

未於本帳戶條款中另為定義而使用已於標準條款中定義之詞彙，應依標準條款中之定義解釋之。

「開戶申請書」指貴戶為開立帳戶而簽署之本行申請文件。

「現金存款」指以現金或電子轉帳所做的存款交易。

「託收」(collection)指在任何非現金存款流程中，本行向有關持票人／付款人獲取或試圖獲取已結算及無附加條件之資金之過程。

「託收」(collect)一詞具有相同之涵義。

「存款」指貴戶或貴戶之代理人將款項存入帳戶。

「主帳戶」指貴戶就虛擬帳戶號碼設定用於入帳之帳戶。

「非現金存款」指非以現金或電子轉帳所完成之交易。

「虛擬帳戶號碼」指本行提供給貴戶之付款人用以支付款項的虛擬帳戶號碼。

「提款」指貴戶或貴戶之代理人從帳戶提領或轉出之任何交易。

## 3. 存款

- 3.1 **現金存款：**本行將於有關帳戶存入對等於任何現金存款之金額。各帳戶之存入金額僅得於維持該帳戶之服務地點返還。
- 3.2 **非現金存款：**向本行提存託收之任何非現金存款金額將存入帳戶，但除非本行另有允許，否則在本行收到全額最終付款前，貴戶不能提取或將存入的金額轉帳。
- 3.3 **信用額度：**本行可酌情決定，不論本行是否已收到付款，針對非現金存款提供立即可用之信用，並自行訂定上限。
- 3.4 **未結算存款：**本行得拒絕存入本行收到但未結算之任何非現金存款至貴戶之帳戶。在此情況下，本行會將該項非現金存款退還貴戶，或在貴戶要求下，再次將該項非現金存款提存託收。
- 3.5 **從貴戶帳戶扣款：**本行可於14日（或其他可能議定之時間）內將未收到之任何非現金存款視為未付。所有產生之費用（包括任何匯率差價）將由貴戶之帳戶負擔。
- 3.6 **存款單：**若非現金存款之存款單有錯漏，本行可修改存款單。經本行修改之後的版本視為最終之變更。
- 3.7 **代繳代收服務：**本行會依貴戶指示並依貴戶聲明，接收和處理來自適當授權並指示其銀行業者扣款者給貴戶之款項，並將透過代扣或其他適當結算系統扣除之金額，轉到貴戶指定之本行帳戶存款中。
- 3.8 **貴戶之存款聲明：**貴戶聲明及保證，貴戶對非現金存款於法律上具有完全之所有權，且對於非現金存款上之簽署、簽註及詳細資料的真實性、效力及正確與否應負全部責任。
- 3.9 **例外規定：**在不影響標準條款之責任限度條款之前提下，本行對任何聯行或本行之代理行任何過失、欺騙或故意行為或無力償債所造成的任何損失，概不負責。
- 3.10 **其他銀行費用：**貴戶必須支付其他銀行向貴戶或本行任何交易所徵收之任何費用。
- 3.11 **權益讓與之禁止：**貴戶必須維持其對所有存款餘額之所有權人身份，且不得向任何第三方讓與任何權利、抵押或其他權益。

## 4. 提款

- 4.1 **提款：**本行僅在下列情況下准許從帳戶提款：  
(a) 帳戶內有充足資金可供提款；  
(b) 貴戶的付款票據已按本行明訂的格式開出及填妥；及  
(c) 在維持帳戶的服務地點進行提款。
- 4.2 **止付支票：**若貴戶希望本行拒絕兌付自貴戶帳戶開出的任何支票，貴戶必須以書面通知本行並提供所有相關資料。本行將盡力停止或取消該筆交易，惟若本行無法執行（包括支票已被兌付），則本行概不負責。
- ## 5. 透支
- 5.1 **禁止未經授權透支：**貴戶之帳戶不得透支。若貴戶之帳戶設有透支上限，則不得其超過透支上限。
- 5.2 **透支要求：**本行就帳戶提供透支額度時，該帳戶應受額外之條款規範。透支額度可隨時取消。
- 5.3 **自動透支：**若本行同意貴戶之帳戶得於透支之情況下不須另行通知貴戶，則本條文亦適用於透支之條款。
- 5.4 **應要求隨時還款：**貴戶必須一經本行要求，應即償還帳戶內之任何不足數額。
- 5.5 **利息：**本行會向貴戶收取所有透支款項之利息。利息根據本行在服務地點的慣例，按本行通知貴戶的利率每日計算。

## 6. 帳戶資料

- 6.1 **次數及方法：**本行將根據本行在服務地點依正常程序，發送帳戶對帳單和通知書予貴戶。
- 6.2 **核對帳戶資料：**貴戶必須檢查帳戶對帳單、確認書及通知書。如有任何錯誤，貴戶必須在相關文件日期的30日內以書面通知本行。

## 7. 貸方餘額的利息

- 7.1 於本行明示不同意之情況下，本行將支付貴戶帳戶存款餘額之利息。本行應付之利息將依本行通知貴戶之利率或於貴戶帳戶所在分行之公告利率計算。

## 8. 應付票據責任

- 8.1 **支票簿：**貴戶應就本行郵寄予貴戶的支票簿或遭他人收取或使用自行負責。
- 8.2 **應付票據：**若根據標準條款本行須負責任，本行的責任僅限應付票據上之票面金額。貴戶同意且應於以下情況之下補償本行依據應付票據所為行為所產生之任何損失：  
(a) 應付票據係由他人發送，但從票據形式觀之為貴戶發送；  
(b) 應付票據記載有誤；或  
(c) 應付票據於開立或收受時有延誤之情事。

## 9. 虛擬帳戶號碼

- 9.1 **提供虛擬帳戶號碼：**本行可在貴戶要求時提供可連繫至貴戶主要帳戶之虛擬帳戶號碼。
- 9.2 **存款存入主帳戶：**存入虛擬帳戶號碼之存款會自動存入相關之主帳戶。

CLIENT INITIAL	STAMP

## 帳戶條款

- 9.3 **帳戶對帳單：**本行會發送帳戶對帳單予貴戶，以顯示存入虛擬帳戶號碼之存款。
- 9.4 **變更主帳戶：**若貴戶希望變更主帳戶，必須以書面通知本行，且貴戶應給予本行合理之時間依據該通知執行相關變更作業。

### 10. 中止、關閉及終止帳戶

- 10.1 **結清帳戶**
- (a) 本行可隨時關閉或中止貴戶之帳戶，且將盡快通知貴戶。
  - (b) 本行將於收到貴戶書面通知後關閉貴戶之帳戶，並於扣除貴戶積欠本行之所有款項後將其餘額支付予貴戶。
- 10.2 **協議終止：**在貴戶之所有帳戶均已關閉後，本協議除標準條款中的維持有效條文外，其餘部分不再有效。在帳戶關閉之時或之前所產生之任何權利或義務仍屬有效。
- 10.3 **關閉後付款：**若本行在貴戶帳戶關閉後處理該帳戶之提款交易，貴戶同意支付本行該提款之金額。
- 10.4 **待認領餘額：**本行就貴戶已關閉、已中止、或本行已列為靜止戶之帳戶內未取回之存款餘額，停止支付 貴戶利息。
- 10.5 **帳戶轉換：**本行若將一類帳戶轉換為另一類帳戶，本行會通知貴戶。

### 11. 抵觸

- 11.1 若出現以下抵觸：
- (a) 帳戶條款與開戶申請書相互抵觸者，以帳戶條款為準；及
  - (b) 本帳戶條款與國家補充條款相互抵觸者，以國家補充條款為準。

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# Standard Chartered Account Terms

## 1. Introduction

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

## 2. Definitions

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

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

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

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

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

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

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

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

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

## 3. Deposits

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

bankers to debit their accounts and transfer the amount debited through a direct debit or other appropriate clearing system to the credit of Your nominated Account with Us.

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

## 4. Withdrawals

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

## 5. Overdrafts

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

## 6. Account Information

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

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

## 7. Interest on Credit Balances

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

## 8. Responsibility for Payment Instruments

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

## 9. Virtual Account Numbers

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

## 10. Suspension, Closure and Termination

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

## 11. Inconsistency

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

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## 1. 定義及釋義

### 1.1 定義：

「帳戶」指貴戶在本行持有的銀行帳戶，包括任何子帳戶。

「受影響指示」指本行認為屬不清晰、有抵觸、不正確、不完整、未經授權或會違反任何適用法律、命令或主管機關認可的指示。

「關係企業」就一家公司而言，指該公司的：

- (a) 任何一家子公司；
- (b) 任何一家控股公司；或
- (c) 任何控股公司之任何其他子公司

(以上包括上述公司的總公司及分公司)。

「協議」指雙方間的合約，包括本標準條款、相關國家附件、相關服務補充條款、法規遵循聲明書及任何雙方同意之其他條款和條件。

「申請表」指貴戶向本行所申請的任何服務的申請表(包括補充申請表)。

「被授權人」指依授權書或其他有權代表貴戶之人。

「主管機關」指任何對本行或渣打成員具管轄權之政府、準官方、行政、監管或監督團體或機構、法院或裁決處。

「銀行營業日」指於任何服務地點，所有銀行於該服務地點辦理一般銀行業務之日。

「渣打成員」指 Standard Chartered PLC (英商渣打集團) 或其任何關係企業。

「通路」指為讓雙方當事人得溝通訊息及文件之任何系統、媒介或管道，包括電子銀行管道、網站、SWIFT、網際網路、電話、行動裝置、傳真及電子郵件)。

「客戶集團成員」指貴戶或貴戶之任何關係企業。

「客戶身分識別」指貴戶獲編配或選擇之專屬身分識別方法(以密碼、個人識別碼、個人身分識別或電子鑰匙之形式，或上述各項之組合)。

「客戶系統」指貴戶提供及用來傳送、接收任何傳送資料或文件之設備通訊線路、數據機連線或其他軟、硬體或行動裝置等設備。

「掌控權」指一人(不論直接或間接，亦不論藉股本、表決權、合約或其他方式)有權委任及/或罷免另一人的管治組織多數成員，或以其他方式控制或有權控制該另一人的事務及政策，而該另一人被視為「受控」於第一人。

「國家補充條款」指在有關服務地點的國家附件。

「數位憑證」指用於確認身分或保護電子訊息之電子裝置。

「電子鑰匙」指讓擁有者用以存取服務的智慧卡、安全性權杖、電子鑰匙或其他各種形式之認證或確認的裝置。

「不可抗力」指任何：

- (a) 水災、風暴、地震、傳染病或其他自然事件；
- (b) 戰爭、敵對行為、恐怖主義、革命、暴動或騷亂；
- (c) 罷工、停工或其他工業行動；
- (d) 任何法律、釋法或執法變更；
- (e) 任何主管機關的行為或命令；
- (f) 任何法院或其他司法機構的命令；
- (g) 對於任何可能影響貨幣供應、合法使用、兌換、借貸或轉讓之任何變更或即將實施的變更；

- (h) 電腦系統故障、失靈或任何第三方干擾電子系統；
- (i) 第三方所造成之錯誤、故障、中斷、延誤致使本行無法提供貴戶相關之貨品或服務；或
- (j) 本行合理控制程度以外的其他情況。

「控股公司」就一家公司而言，指可認定該公司為子公司之母公司。

「無力償債程序」指關於以下事宜之任何企業行動、法律程序或其他步驟：

- (a) 暫停付款、延期償付債務、破產、清算、解散、破產管理及重整(有償債能力的清算或重整除外)或與債權人達成債務重整協議或債務償還安排；
- (b) 就貴戶或貴戶委任之任何資產清算人(有償債能力之清算除外)、接管人、破產管理人或擔任類似職務之人員；
- (c) 影響貴戶任何資產的沒收、扣押、暫押、查封或執行，或任何抵押強制執行；或
- (d) 在任何司法管轄區的任何類似程序或步驟。

「指示」指以下有關任何帳戶、交易或服務之指示：

- (a) 包含本行執行指示所需的資料；
- (b) 本行經由本行同意之通路所收到的；及
- (c) 本行相信是由獲授權者發出且按本行可能指定的測試、驗證方式所傳送，

而「為指示」一詞亦具有相同涵義。

「智慧財產權」指關於任何地方之有形、無形的知識及工業財產之任何權利及為其申請之權利，包括發明、專利、設計或新式樣權、標誌、網域名稱、版權、商標、服務標誌、資料庫權、圖形權、商業或機密資料、專業知識或行業機密，以及任何其他性質或效力相似之權利，不論註冊與否或是否得註冊皆有權申請上述權利。

「損失」指任何損失、損害賠償、要求、索賠、責任、費用(包括法律費用)及開支(包括任何直接、間接或連帶損失、利潤損失、商譽損失及聲譽損失)，不論該等損失是否可預見或可能發生。

「惡意軟體」指任何惡意或具傷害性的軟體，且其可能為具有敵意、侵入性或造成中斷的電腦病毒、蠕蟲、特洛伊程式、後門、間諜軟體或密碼記錄軟體。

「授權書」指明訂被授權人之授權且本行接受之任何書面文件。

「行動裝置」指任何提供用戶或被授權人指定使用服務之行動通訊裝置。

「通知」指本行透過以下任何方式向貴戶揭露資料：

- (a) 口頭發出；
- (b) 由本行主管級之行員交予貴戶；
- (c) 以郵寄、傳真或電子郵件書面發出；及
- (d) 在本行網站張貼，

而「通知」一詞之各詞性亦具相等涵義。

「雙方」指貴戶及本行。

「付款票據」指任何支票、旅行支票、即期匯票、銀行本票、郵匯、郵政匯票或其他類似票據。

「個人識別碼」指用戶專屬密碼或特定的電子鑰匙。

「法規遵循聲明書」(亦可於網站([www.sc.com/en/rcs](http://www.sc.com/en/rcs)))取得指說明貴戶與本行之關係所應適用之法令及法規要求的法規遵循聲明書。

「報告」就任何帳戶、交易或服務而言，指貴戶要求之任何數據、報告、報表或資料。

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「**安控程序**」指就安控或認證事宜向 貴戶發出或提供的任何指示、建議、措施及程序。

「**服務**」指本行為 貴戶提供之任何銀行額度、帳戶、通路或產品及服務，包括任何與前述有關之附隨活動、交易或服務，不論是否由第三方服務提供者所提供。

「**服務等級協議**」指雙方就提供服務所議定的程序及運作規定。

「**服務地點**」指本行如相關申請表所示提供 貴戶服務之國家或地區。

「**服務補充條款**」指本行制定適用於 貴戶所選服務的條款。

「**設定表格**」指明訂本行就 貴戶所指定之服務所提供之相關且為本行所接受之設定表格。

「**軟體**」指本行或本行之供應商提供給 貴戶之任何軟體。

「**軟體授權**」指任何本行或 貴戶得使用之相關授權軟體。

「**標準條款**」指本標準條款。

「**子公司**」對一家公司而言，指以下任何其他公司：

- (a) 由該公司直接或間接控制的公司；
- (b) 其一半以上的已發行股本由該公司直接或間接實質持有；或
- (c) 為該公司子公司之子公司。

「**系統資料**」指提供與 貴戶之的所有用戶指南、軟體、硬體、電子鑰匙、讀卡機、數位憑證，及其他設備、資料或刊載於任何媒體之文件。

「**稅金**」指任何法律規定之稅金、課稅、稅款、關稅、其他性質相似之徵費或預扣稅（包括衍生之罰款或利息）。

「**交易**」指以下任何形式之交易：

- (a) 雙方之間的交易；
- (b) 本行依 貴戶指示執行之交易；或
- (c) 貴戶與他人之交易。

而「**作交易**」一詞亦具有相同涵義。

「**用戶**」指關於服務，經授權人指定之人。

「**用戶指南**」指針對 貴戶之帳戶或一項服務所提供的操作及程序指南、手冊或技術規格說明。

「**用戶身分識別**」指用戶獲編配或選擇的身分識別方法（以密碼、個人識別碼、個人身分識別、電子鑰匙之形式，或上述各項之組合）。

「**本行**」指申請表所指在相關服務地點提供服務之渣打成員。

「**貴戶**」指申請表所指在相關服務地點接受服務者。

## 1.2 釋義規則

- (a) **提述一般用語處**：除本標準條款中另外明文規定外，
  - (i) 提述人士之處，包括該人士的遺囑執行人、遺產管理人、繼承人、替代人（包括因合約更新而成為替代人的人士）及受讓人；
  - (ii) 提述文件之處，包括其任何變更或替代；
  - (iii) 「**人士**」包括個人、合夥、法人團體、非法人組織、政府、國家、國家機關及信託；
  - (iv) 「**法律**」包括 (A)與任何主管機關間之任何合約；及 (B)主管機關的任何法規、普通法、衡平法則、命令、規定、規則、行政指導、要求、規範、制裁、禁運令或限制性措施（不論是否具有法律效力）及任何與其相關之解釋、適用或執行；
  - (v) 「**包括**」一詞用於條文中之列舉項目時，應包含但不限於所列舉之項目或類似之舉例；
  - (vi) 表示某性別的用語包括所有其他性別；
  - (vii) 表示單數的用語包括複數意義，反之亦然；及
  - (viii) 「**書面**」包括電子郵件、傳真或其他電子方式之通訊，而「**以書面**」一詞之各詞性亦具有相同涵義。

- (b) **標題**：本協議中的標題僅為方便起見加入，並不影響條款之解釋。

## 2. 貴戶責任

### 2.1 貴戶須：

- (a) **遵守我們的指示**：遵守用戶指南、安全程序及本行任何服務之相關指示；
- (b) **遵守法律**：遵守所有適用法律，並遵從法規遵循聲明書；
- (c) **資訊要求**：提供本行正確及最新之資訊、任何本行合理要求之資訊及文件，並立即通知本行前述資料及文件之任何變更；
- (d) **處理程序及控制**：(i)關於本行之服務，執行且定期審查完備之處理程序及控制，包含(A)偵測、防止、移除及補正植入至客戶系統、系統資料或通路之任何惡意軟體之威脅；及(B)確保服務僅於授權範圍內使用，且 貴戶適當地設定功能範圍；且(ii)確保該處理程序及控制足以保護 貴戶之利益；
- (e) **預防與安全**：採取所有合理步驟，偵測且防止未經授權存取服務，包含(i)維持系統資料、客戶系統、客戶身分識別、用戶身分識別及所有與服務相關之資訊之安全性及機密性，故僅限用戶及被授權人得存取該資料；且(ii)確保用戶和被授權人不分享或揭露其個別用戶身分識別，或經由無法確保安全之公共網路或共用個人電腦存取服務；
- (f) **通報管道問題**：立即通知本行(i)與系統資料、客戶身分識別或用戶身分識別有關之實際或潛在之任何損失或損害，或實際或意圖之任何不當使用；(ii)未遵守安控程序；(iii)任何通路實際或潛在之問題；或(iv)實際或意圖之未經授權之交易。貴戶應協助本行為解決任何上述問題之所有合理請求；及
- (g) **支援要求**：確保 貴戶有必要之硬體、軟體和系統，以使用本行的通路；及遵守任何非屬本行控制或由第三方所提供之通路、服務或系統資料之條款。貴戶確認 貴戶已取得安控程序及用戶指南，且已認定其足以保護 貴戶之利益。

### 2.2 貴戶確認：

- (a) 設定表單中指定之用戶業經 貴戶授權代表 貴戶接受服務及行事且若有任何更動，貴戶將立即通知本行；及
- (b) 本行得揭露由 貴戶提供或與 貴戶相關之資訊予任一客戶集團成員。

2.3 就本行發予 貴戶以存取服務、與本行以電子方式聯繫或發送指示之任何電子鑰匙、客戶身分識別、用戶身分識別、數位憑證或行動裝置，貴戶須負責之。

2.4 貴戶應對於本行已依 貴戶要求關閉用戶存取本行系統時，系統自動處理的所有交易負責。

## 3. 本行責任

### 3.1 本行提供服務時將：

- (a) **標準**：盡合理的注意義務；
- (b) **授權**：如屬服務所需，為 貴戶提供一項可撤銷、非獨有、不可轉讓的軟體授權；
- (c) **通路連接**：若 貴戶所選的任何通路受到干擾或無法使用，本行會盡合理之努力重新建立本行可控制之所選通路，或儘速提供替代之設施予 貴戶；
- (d) **通路安全**：採取所有合理措施，以防止任何未經授權而侵入本行所控制之通路之情事，但如該等情事涉及 貴戶之義務時，不在此限；
- (e) **經授權之存取**：接受(i)任何以 貴戶之電子鑰匙、客戶身分識別、用戶身分識別或數位憑證者為 貴戶授權之使用者；及(ii)被授權人透過任何通路傳送之任何指示。本行無義務查證使用電子鑰匙、客戶身分識別、用戶身分識別、數位憑證或行動裝置之人之權限；且
- (f) **獨立意見**：不負就任何帳戶、服務、交易或與本行訂立的協議提供獨立法律、稅務、會計、安全性及其他意見之責任。且本行對 貴戶並無任何諮詢、忠實或類似之責任。

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## 4. 指示

- 4.1 **更換授權書：** 貴戶得隨時提供本行新授權書。本行得仍倚賴原授權書直至本行依據 貴戶之新授權書更新銀行記錄為止。如本行無法處理 貴戶之新授權書，本行將會盡快通知 貴戶。
- 4.2 **不完整或不一致指示：** 若本行合理相信，本行可在無須詢問 貴戶的情況下更正或釐清不完整或不一致的指示，則可依照該不完整或不一致之指示行事。
- 4.3 **拒絕行事：** 在以下情況下，本行得不處理 貴戶之指示：
- 本行認為該指示為受影響指示；
  - 已違反安控程序或無法執行之；
  - 本行有合理原因拒絕行事；或
  - 處理該項指示可能導致非經授權之透支。
- 4.4 **付款指示：** 貴戶授權本行發送 貴戶的付款指示。貴戶亦授權本行、任何渣打成員或任何接到該指示的第三方依指示行事，並視為 貴戶直接發送指示予該方。
- 4.5 **通知：** 若本行無法處理 貴戶的指示，本行將儘速通知 貴戶。
- 4.6 **停止交易：** 本行將於 貴戶要求時嘗試停止或取消交易，但若本行不能停止或取消交易，概不負責。

## 5. 通知及通訊

- 5.1 **通知及通訊形式：** 通知及通訊必須清晰可讀，並發送至最近一次通知上所指定之聯絡方式。
- 5.2 **致貴戶通知及通訊的生效時間：** 除非另有規定，否則本行發給 貴戶之通知及通訊在以下情況下生效：
- 若以傳真發送，於傳真報告所示的成功傳送時間；
  - 若以專人派遞，於交付之時；
  - 若為郵遞，於投寄後5個銀行營業日；及
  - 若以其他本行通知之通路發送，於完成之時。
- 5.3 **致本行通知及通訊的生效時間：** 貴戶發出的通訊於本行實際收到之時生效。
- 5.4 **以口頭或電子方式發送指示及通訊：**
- 本行以口頭或透過任何通路收到 貴戶的指示或通訊，若本行相信其為真實及完整，則可依照該等指示行事。本行在依照該等指示行事前可要求 貴戶確認。
  - 貴戶以口頭或透過任何通路發送指示或通訊，任何有關風險由 貴戶承擔。
- 5.5 **電話對話錄音：** 在任何適用法律規範下，本行可將本行與 貴戶的電話對話內容錄音，並在與本協議相關之任何爭議中使用相關對話錄音或其錄音文字記錄。

## 6. 數位簽章及電子合約

- 6.1 **數位簽章及電子合約：** 指示、文件及通訊，以(i)數位形式簽署，並有數位憑證或電子鑰匙所支持；或(ii)以任何電子通路(包含點擊進入或任何其他形式之數位認證)方式接受，而已由 貴戶授權，則應如書面簽署一樣具同等法律效力、有效性及可強制執行。本行得信任該接受，而無須詢問代表 貴戶之人之授權權限。
- 6.2 **使用行動裝置：**
- 本行行動銀行功能容許 用戶或被授權人經由行動裝置檢視報告或授權為指示。
  - 於經由行動裝置授權為指示時， 貴戶之被授權人就指示為授權時，可能無法檢視基礎交易之所有細節。  
貴戶並同意承擔所有以行動裝置方式所授權之指示而生之任何相關風險（包含但不限於詐欺之風險）。
- 6.3 **網站：**
- 為使存取本行網際網路系統更有效率，本行將「cookies」暫時存放於 貴戶的電腦中。 貴戶可停用cookies，但這樣可能會使 貴戶無法存取本行所有服務。

- 本行網站內的部分連結會連接到本行控制範圍以外的網站。對於該等網站及其內容本行概不負責。
- 貴戶於連接到本行其他網站的超連結時，該等網站之條款優先適用。若無相關條款，則適用本協議之條款。

## 7. 貴戶授權人員權限

### 7.1 授權人員之行為：

任一授權人員應視為有權作指示、授權簽署任何文件及做出任何行為，包括：

- 議定、補充、重訂或改變協議之條款；
- 增加、刪除、修改或管理任何服務；
- 指定任何用戶；及
- 指定任何人、代表或代理人（包括委任任何繼承人）以代 貴戶行為或接受為他人擔任代理人之指示，

除經 貴戶書面通知（且本行已收悉該通知）外，該授權人員所為之行為對於 貴戶亦有拘束力。

## 8. 金額、開支及從帳戶扣款

- 8.1 **金額及開支：** 貴戶支付以下款項予本行時，不得主張任何抵銷、扣抵或反訴：
- 貴戶根據協議就任何交易或本行通知已到期或應付的任何費用及金額；及
  - 本行就協議或因任何交易所產生之任何開支或損失。
- 8.2 **扣回：** 本行可在以下情況下取消、回沖或扣除本行根據協議或因任何交易所付之任何款項（包括任何已付利息）：
- 為更正錯誤；
  - 本行無法悉數或即時收到已結算及無附加條件的資金全額；
  - 本行依規定退還資金予相關付款人或發票人；或
  - 本行有合理理由如此行事。
- 8.3 **從 貴戶帳戶扣款：本行可：**
- 隨時從 貴戶在本行的任何帳戶扣除依據協議或因任何交易所積欠或應付的任何款項；及
  - 根據協議或因任何交易所積欠的任何款項收取利息，利息按本行合理決定的利率自 貴戶實際付款日起至到期日止計算。

## 9. 與金融機構約定

- 9.1 在以下情況下，本行可與金融機構或渣打成員訂立費用分擔及資料分享與其他安排。本行可能揭露與 貴戶有關之資訊予該等之人。如 貴戶詢問，在允許之程度下，本行會告知該等約定之詳情。

## 10. 賠償及責任限度

- 10.1
- 一般責任排除：** 本行就與以下有關之損失概不負責：
    - 任何服務、通路、系統資料或交易；
    - 渣打成員之任何行為或不作為；或
    - 不可抗力事件，

且不論有關損失係因違約、侵權、依法規或其他原因引起。本行會對 貴戶因本行任何詐騙、嚴重疏忽或蓄意行為為不當而造成的直接損失負責，但不包括任何間接或衍生性損失責任，或所失利益，且不論其為可預見或可能發生。
  - 金額限制：** 就經由通路存取之服務，對於一曆年內通路失靈或中斷引起的損失所提出之任何請求，本行承擔之損害賠償上限總額為相關損失發生之日前90日期間內 貴戶支付之通路服務費用總額，或美金十萬元(US\$100,000)孰高者。

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**10.2 貴戶賠償：** 貴戶對於因以下事宜引起或招致的任何損失，在本行要求時向本行做出賠償：

- (a) 本行提供 貴戶任何服務；
- (b) 貴戶或 貴戶授權人員未遵循協議下之責任；
- (c) 本行依照或拒絕依照 貴戶指示行事；
- (d) 本行持有任何擔保品或處分任何有擔保之資產；
- (e) 本行依協議為幣別轉換；及
- (f) 任何就本行、或本行就 貴戶依協議支付或應付或應收之金額計算而應支付之稅金(但不含本行依照收到或應收淨所得所應付之稅金)。

上述賠償獨立於 貴戶在協議下之其他責任，並於協議終止後仍繼續存在。

**10.3 其他責任限制：** 任何服務補充條款所載的其他責任限度，均附加於及不限制本項規定。

**10.4 傳送予第三方的文件：** 貴戶須對提供予本行用以傳送第三方之任何文件或數據負責，本行無須負責且無責任在傳送前審閱該等文件。

**10.5 通知本行：** 貴戶在得悉 向本行提出任何求償之重要事實後，必須在6個月內以書面通知本行，否則 貴戶即放棄向本行提出求償之所有權利。

## 11. 交易

**11.1 貴戶不得交易：** 未經本行同意， 貴戶不得轉讓、更新、移轉或以其他方式交易處置協議下之權利及/或責任。

**11.2 本行交易：** 本行可將協議項下之所有或任何權利及/或責任轉讓、更新、轉移或以其他方式進行交易，而無須任何人士同意。 貴戶必須依照本行的合理要求使上述交易生效，包括經 貴戶同意之簽署文件。本行得為上述目的揭露由 貴戶所提供或與 貴戶有關之資訊。

## 12. 抵銷

**12.1** 本行得將 貴戶或 貴戶之關係企業積欠本行或本行之關係企業之任何義務與本行根據協議積欠 貴戶之任何義務或於 貴戶於本行任何帳戶內之金額相互抵銷。本行為執行本條所述之抵銷，得採取必要之行為（包括更改本行支付貴戶任何款項之日期及幣別轉換）。在本條目的下，「義務」包含任何義務，不論到期或未到期、實際或或有、現在或未來。如果該義務之款項尚非確定，本行得為抵銷之目的而預估該款項。

## 13. 幣別轉換與補償

**13.1** 本行得將自 貴戶收到或積欠本行之任何款項或依據 貴戶之付款指示以本行一般適用之匯率轉換幣別。 貴戶就該等轉換須支付本行一般之收費。

## 14. 稅金

**14.1** 若 貴戶須在支付本行的款項中扣除任何稅金， 貴戶必須增加應付金額，使本行收到之金額扣除稅項後與無須扣除稅項情況下所收金額相同。

**14.2** 如本行就支付予 貴戶之金額須扣除任何稅金，本行無須增加應付金額，使 貴戶收到之金額扣除稅金後與無須扣除稅金情況下所收金額相同。

**14.3** 各方同意扣除稅金之金額、依適用法律或合約支付稅金予相關主管機關並將收據正本交予另一方。

## 15. 終止及暫停

**15.1 任何一方終止：** 任何一方均可於30日前事先以書面通知對方，終止一項服務或協議之全部或部分條款。

**15.2 由本行終止：** 本行可在以下情況下立即終止一項交易、服務或協議之全部或部分條款，無須事先通知：

- (a) 貴戶違反協議的任何條款或雙方其他協議；
- (b) 貴戶在關於收益、資產全部或任一部分的無力償債程序中為當事人一方；
- (c) 貴戶或本行各自履行協議下之責任屬不合法或有違法之虞時；
- (d) 遵守協議可能導致本行違反任何法律；或
- (e) 有任何依據本行合理判斷對 貴戶或服務屬異常之情事。

**15.3 由本行暫停：** 本行可隨時暫停一項交易及/或服務；在此情況下，本行將於確實可行的情況下儘快通知 貴戶。

**15.4 貴戶要求暫停：** 本行將於 貴戶書面要求時暫停全部或任何部分的一項服務。

**15.5 終止或暫停前指示：** 除非雙方另有約定外，於終止、暫停前或暫停時發出之任何指示或所進行之任何交易，概不影響任何人已累積的權利及責任。

**15.6 維持有效條文：** 關於扣回、賠償、責任限度、資料揭露、抵銷、幣別轉換、稅金、交還或銷毀資料、準據法及司法管轄區的條文，以及在「一般規定」標題下的條文，在任何一項協議終止後仍維持有效。

**15.7 不可抗力：** 本行可暫停提供任何服務，直至不可抗力事件終止為止。

**15.8 交還或銷毀資料：** 在協議終止或帳戶結束時， 貴戶必須：

- (a) 交還本行就服務而提供予 貴戶的任何資料；
- (b) 立即遵照本行就終止服務或關閉帳戶所為之合理指示，並以書面形式向本行證明已完成，及簽署並返還本行合理要求之任何文件。

## 16. 合夥關係

**16.1 法律責任：** 就合夥關係而言，即使 貴戶合夥人有任何變更或改名，所有合夥人（共同及各別）仍受本協議約束，且須負責 貴戶積欠本行之所有債項及其他債務。

**16.2 終止為合夥人：** 因任何原因不再為 貴戶合夥人之人士，仍應對其非為 貴戶合夥人之日前（包括當日）已積欠本行的所有債務及其他責任。

**16.3 繼續往來：** 除非 貴戶另行以書面知會本行，否則本行得認定既存及/或 新合夥人具有充分權限代表 貴戶處理剩餘債務。

**16.4 通知變更：** 有關 貴戶合夥人變更或改名， 貴戶必須儘速以書面通知本行。

## 17. 準據法及管轄權

**17.1 準據法**

雙方合約關係由以下法律管轄：

- (a) 開立及操作帳戶：開立帳戶服務地點之法律；
- (b) 在一個服務地點提供客戶集團成員服務（不包括開立及操作帳戶服務）：該服務地點之法律；及
- (c) 在超過一個服務地點提供服務給客戶集團成員（不包括開立及操作帳戶服務）：自相關服務在或應在第二個服務地點提供之時起，由英國法律管轄，但不具追溯效力，而且即使服務地點減為一個仍然適用。

**17.2 管轄權**

- (a) 雙方接受在適用準據法之管轄法院的非專有司法管轄權管轄。
- (b) 本行除根據上述(a)段之權利外，還可在 貴戶經營業務或擁有資產的任何司法管轄區採取強制執行的行動。

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17.3 放棄豁免權：貴戶不可撤回地放棄任何主權豁免，以及任何司法管轄區內之法律程序、判決前後之扣押或執行判決方面可能享有之其他豁免權。

## 18. 法律程序代理人

18.1 代理人之委任：於本行要求時，貴戶應不可撤回委任一名代理人，收取貴戶任何與本協議相關之法律訴訟文件，且貴戶須通知本行該名代理人的姓名及地址。若貴戶未於7個銀行營業日（於相關之服務地點）內委任該代理人，本行可為貴戶委任一名代理人並通知貴戶。

18.2 替任代理人：若貴戶的代理人不再擔任此代理人，則必須立即委任一名替任代理人，而貴戶必須通知本行該名替任代理人的姓名及地址。若貴戶未能委任替任代理人，本行可為貴戶委任新的代理人。本行將通知貴戶該替任代理人的姓名及地址。

## 19. 一般規定

19.1 其他服務提供者：本行得僱用第三方服務提供者，包含關於服務之付款、清算或結算系統、票據交換所、支付中介機構、金融機構、行動錢包提供及遞送者，不論是獨立承包商或是次承包商或代理人。本行不就此服務提供者之任何行為或不行為負責，包括其無清償能力之情形。

19.2 服務等級協議：除非另有議定，否則服務等級協議無法律效力。

19.3 智慧財產權：在系統資料或任何本行網站中的所有智慧財產權，仍屬於本行、任何特許授予者或與本行訂約的其他人士。貴戶就軟體不得更改、反編譯、逆向工程或製作副本或衍生作品，不得干擾儲存於其上之系統資料或資訊，亦不得移轉、分享、或再授權軟體或系統資料或未經本行事前書面同意重製之。

19.4 不違約：協議中無任何內容要求本行做出或不要做出任何會導致或本行認為可能會構成違反任何應適用法律之情事。

19.5 排除：除協議另有明文約定，服務及系統資料係以現狀提供，且就服務及系統資料之所有明示或依法律所生之條款、條件及保固（包括但不限於品質、可得性、安全及妥適）均於法律許可範圍內排除之。

19.6 銀行營業日：本行只會在相關之服務地點的銀行營業日執行指示或履行服務。

19.7 紀錄及證明書不可爭辯：本行提供貴戶之指示、報告、證明書或其他資訊之紀錄係依本行紀錄作成，除非有明顯錯誤應為最終之證據。本行就任何費率、價格或積欠貴戶或貴戶所積欠的款項所做的任何通知，除非有明顯錯誤應為最終之證據。

19.8 完整協議及非倚賴：協議為雙方就協議標的事項所訂立之完整協議，並取代雙方先前就該標的事項訂立的所有協議，除該協議明訂者外，貴戶無倚賴任何由本行、代表本行以口頭或書面做出、聲稱做出的陳述或保證。

19.9 抵觸：若出現以下抵觸情況：

- 本標準條款與相關服務補充條款或任何申請表所述的其他條款及細則抵觸，應以後者為準；
- 本標準條款與相關國家附件抵觸，應以國家附件為準；及
- 協議的英文版本與任何譯本抵觸，應以英文版本為準。

19.10 變更：本行可更改協議或任何服務，並會通知貴戶變更及該變更相關之生效日期。

19.11 可分割：若協議的任何條款在某司法管轄範圍無效、無法強制執行或不合法，僅該條款於該管轄範圍內與其他部分分開。

19.12 可累積權利：雙方在協議下之權利乃附加於任何其他權利之上，且獨立於協議外。

19.13 行使權利：即使本行不行使協議下之權利或救濟措施，本行嗣後仍可行使該等權利及救濟措施。

19.14 契約副本：本協議可能包含若干份副本，每份由該協議的一方或多方簽署，該等經簽署的副本構成一份文件。

19.15 第三方權利：除非協議中另有規定：

- 非協議方之人士無權享有或強制執行該協議項之利益；及
- 修訂協議時，無須任何非該協議一方的人士同意。

## 20. 中介機構

20.1 若貴戶為代表第三方行行之中介機構，則貴戶：

- 向本行表示，貴戶已：
  - 根據任何適用法律、主管機關之任何指示或命令或內部政策，履行所有了解客戶及防制洗錢之檢查（包括查核第三方身分及資金來源，以及第三方交易性質）；及
  - 設有適當程序，以偵測及舉發任何涉及該第三方之可疑活動；及
- 從以上(a)段取得之資料會隨時更新維持在最新狀態。

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# Standard Chartered Standard Terms

## 1. Definitions and Interpretations

### 1.1 Definitions:

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

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

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

- (a) any of its Subsidiaries;
- (b) any of its Holding Companies; or
- (c) any other Subsidiary of any such Holding Company,

including head offices and branches of the above.

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

“**Application Form**” means a form in which You apply to Us for any Service (including a supplemental application form).

“**Authorised Person**” means any person authorised to act on Your behalf in accordance with a Mandate or otherwise.

“**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, for any Service Location, a day on which banks are open for general banking business in such Service Location.

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

“**Channel**” means any system, medium or channel, including an electronic banking channel, a website, SWIFT, the internet, telephony, a Mobile Device, fax and email, through which the Parties may communicate information and documents.

“**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 or document.

“**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, epidemic 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) change or impending change which may impact the availability, legal usage, convertibility, credit or transferability of any currency;
- (h) computer system malfunction or failure or any third party interference with a computer system;
- (i) error, failure, interruption, delay or non-availability of any goods or services supplied to You or Us by a third party; or
- (j) other circumstance beyond Our reasonable control.

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

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

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

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

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

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

“**Intellectual Property Rights**” means any rights in relation to tangible and intangible intellectual and industrial property and the right to apply for them, existing anywhere, including any invention, patent, design or utility model rights, logo, domain names, 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 or capable of being registered.

“**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.

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

“**Mandate**” means any writing, acceptable to Us, indicating the authority of an Authorised Person.

“**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.

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

“**RCS**” means the regulatory compliance statement (also available on [www.sc.com/en/rcs](http://www.sc.com/en/rcs)) setting out legal and regulatory requirements that apply to Your relationship with Us.

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

“**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, Accounts, Channels or products and services We provide to You (including any ancillary activities, Transactions or services in connection with the foregoing, whether or not performed by a third party service provider).

“**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 provide Services to You as specified in the relevant Application Form.

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

“**Set-Up Form**” means a form, acceptable to Us, setting out the set-up options You designate 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.

“**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.

“**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) required by law.

“**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**” has the corresponding meaning.

“**User**” means anyone appointed by an Authorised Person in connection with a Service.

“**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.

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

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

1.2 **Rules for Interpretation**

(a) **References to certain general terms:** Unless expressly stated otherwise in these Standard Terms:

- (i) a reference to a person includes such person’s executors, administrators, successors, substitutes (including by novation) and assigns;
- (ii) a reference to a document includes any variation or its replacement;
- (iii) “person” includes an individual, a partnership, a body corporate, an unincorporated association, a government, a state, an agency of a state and a trust;
- (iv) “law” includes (A) any agreement with any Authority; and (B) any statute, common law, principles of equity, order, regulation, rule, official directive, request, 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;
- (v) the word “including” when listing examples, does not limit the list to such examples or examples of a similar kind;
- (vi) a gender includes all other genders;
- (vii) the singular includes the plural and vice versa; and
- (viii) “writing” includes email, fax transmission or other electronic means of communication legibly received and “written” has the corresponding meaning.

(b) **Headings:** Headings in the Agreement are for convenience only and shall not affect the interpretation of the terms.

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**2. Your Responsibilities**

**2.1 You must:**

- (a) **Follow Our instructions:** follow the User Guides, Security Procedures and Our instructions relating to any Service;
- (b) **Compliance with law:** follow all applicable laws and comply with the RCS;
- (c) **Information requirements:** provide Us with accurate and up to date information, any information and documents We reasonably request and notify Us immediately of any changes;
- (d) **Processes and controls:** (i) implement and regularly review robust processes and controls relating to Our Services, including (A) the detection, prevention, removal and remedy of threats related to any Malware being introduced into the Client Systems, System Materials or Channels; and (B) ensuring the Services are used only within the authorisation limits and functionality parameters duly set up by You; and (ii) ensure that such processes and controls are adequate to protect Your interests;
- (e) **Prevention and security:** take all reasonable measures to detect and prevent unauthorised access to the Services, including (i) keeping the System Materials, Client Systems, Client ID, User ID and all information relating to the Services secure and confidential so that only Users and Authorised Persons have access to them; and (ii) ensure Users and Authorised Persons do not share or disclose their relevant User ID or access a Service from an unsecured public internet access device or personal shared computer;
- (f) **Reporting Channel problems:** immediately notify Us of any (i) actual or potential loss or damage to, or any actual or attempted misuse of, any System Materials, Client ID or User ID; (ii) failure to comply with Security Procedures; (iii) actual or potential problems with any Channel; or (iv) actual or attempted unauthorised transaction. You shall help Us with Our reasonable requests to resolve any such problems; and
- (g) **Supporting requirements:** ensure that You have the necessary hardware, software and systems for using any Channels and comply with the terms governing any Channels, Services or System Materials that are not controlled by Us or that are provided by third parties. You confirm that You have assessed the Security Procedures and User Guides and have determined that they are adequate to protect Your interests.

**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 or relating to You to any Client Group Member.

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

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

**3. Our Responsibilities**

**3.1** In providing the Services, We will:

- (a) **Standards:** use reasonable care and skill;

- (b) **Licensing:** provide You with a revocable, non-exclusive, non-transferable Software Licence, if required for the Services;
- (c) **Channel connections:** 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) **Channel security:** take all reasonable measures to prevent unauthorised access to any Channel We control except for the matters referred to in Your Responsibilities;
- (e) **Authorised access:** accept (i) anyone using Your Electronic Keys, Client IDs, User IDs or Digital Certificates as being authorised by You to do so; and (ii) any Instructions transmitted through any Channel as being sent by an Authorised Person. We shall be under no obligation to check the authority of the person using any Electronic Key, Client ID, User ID, Digital Certificate or Mobile Device; and
- (f) **Independent advice:** 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:** You may provide Us with a new Mandate at any time. We may continue to rely on an existing Mandate until We have updated Our records in accordance with Your new Mandate. If We cannot process Your new Mandate, We will Notify You as soon as We can.

**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 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.

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- 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 signatures and electronic contracts:** Instructions, documents and communications which are (i) digitally signed and supported by a Digital Certificate or Electronic Key; or (ii) accepted via an electronic Channel (including click-through or any other form of digital authentication), have been authorised by You and shall have the same legal effect, validity and enforceability as if signed in writing. We may rely on such acceptance without inquiry as to the authority of the person acting on Your behalf.
- 6.2 **Use of Mobile Devices:**
- (a) Our mobile banking functionality allows Users or Authorised Persons to view Reports or authorise Instructions 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).
- 6.3 **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:

An Authorised Person shall be deemed to 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;
- (b) adding, removing, amending or managing any Service;
- (c) appointing any User(s); and
- (d) appointing any person, representative or agent to act on Your behalf (including appointing any successor) or accepting an appointment as an agent for any person,

unless You advise Us in writing otherwise (and We acknowledged such advice). You are bound by the actions of Your Authorised Person.

## 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, to the extent permissible, 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 the part of a Bank Member; 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

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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. Dealings

- 11.1 **No dealings by You:** You may not assign, novate, transfer or otherwise deal with Your rights and/or obligations under the Agreement without Our consent.
- 11.2 **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. We may disclose information provided by You or relating to You for these purposes.

## 12. Set-Off

- 12.1 We may set-off any obligation You or any of Your Affiliates owe Us or any of Our Affiliates against any obligation 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). For the purposes of this Clause, "obligation" includes any obligation whether matured or unmatured, actual or contingent, present or future. If the amount of any such obligation is unascertained, We may estimate the amount for the purposes of the set-off.

## 13. Currency Conversion

- 13.1 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 conversions.

## 14. Taxes

- 14.1 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.
- 14.2 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.
- 14.3 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.

## 15. Termination and Suspension

- 15.1 **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.

- 15.2 **Termination by Us:** We may terminate the whole or any part of a Transaction, Service or the Agreement, immediately without prior notice:
  - (a) if You breach any term of the Agreement or any other agreement between the Parties;
  - (b) if You are the subject of any Insolvency Proceedings in relation to all or any part of Your revenue or assets;
  - (c) if it is or is likely to become unlawful for either You or Us to perform our respective obligations under the Agreement;
  - (d) if complying with the Agreement may cause Us to breach any law; or
  - (e) upon the occurrence of any circumstance affecting You or the Service which We reasonably consider exceptional.
- 15.3 **Our suspension:** We may suspend a Transaction and/or Service at any time. If We do, We will Notify You as soon as practicable.
- 15.4 **Your request to suspend:** We will suspend the whole or any part of a Service on Your request in writing.
- 15.5 **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.
- 15.6 **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.
- 15.7 **Force Majeure:** We may suspend providing any Service until a Force Majeure event has ceased.
- 15.8 **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.

## 16. Partnerships

- 16.1 **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.
- 16.2 **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.
- 16.3 **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.
- 16.4 **Notification of changes:** You must promptly notify Us in writing of any change in Your partners or name change.

## 17. Governing Law and Jurisdiction

### 17.1 Governing law

The contractual relationship between the Parties relating to:

- (a) the 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

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in one Service Location, is governed by the laws of that Service Location; and

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

## 17.2 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.

17.3 **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.

## 18. Process Agent

18.1 **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 (in the relevant Service Location), We may appoint a process agent for You and Notify You accordingly.

18.2 **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.

## 19. General

19.1 **Other service providers:** We may engage third party service providers, including payment, clearing or settlement systems, clearing houses, payment intermediaries, financial institutions, mobile wallet providers and couriers, whether as independent contractors, sub-contractors or agents, in connection with a Service. We shall not be liable for any act or omission of any such service provider, including its insolvency.

19.2 **Service Level Agreement:** Unless otherwise agreed, a Service Level Agreement has no legal effect.

19.3 **Intellectual Property Rights:** All Intellectual Property Rights in the System Materials or Our 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.

19.4 **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 any applicable law.

19.5 **Exclusions:** Except as expressly set out in the Agreement, the Services and the System Materials are provided on an "as is" and "as available" basis and all terms, conditions and warranties express or implied by law relating to the Services or the System Materials including but not limited to quality, availability, security and fitness for purpose are excluded to the extent permitted by applicable law.

19.6 **Banking Day:** We will only act on any Instruction or perform any Service on a Banking Day in the relevant Service Location(s).

19.7 **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.

19.8 **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.

19.9 **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.

19.10 **Changes:** We may change the Agreement or any Service and will Notify You of such change and the effective date of such change.

19.11 **Severability:** If any term of the Agreement is invalid, unenforceable or illegal in a jurisdiction, only that term is severed for that jurisdiction.

19.12 **Cumulative rights:** The Parties' rights under the Agreement are in addition to any other rights, independent of the Agreement.

19.13 **Exercise of rights:** If We do not exercise a right or remedy under the Agreement, We may still exercise it later.

19.14 **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.

19.15 **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.

## 20. Intermediaries

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

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

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## Regulatory Compliance Statement (the "Statement")

### 1. Disclosure of Information

The Group ("we", "us" or "our") needs to use and share client information to operate effectively including in connection with our provision of products and services to you and for the purposes of client servicing.

We will keep information provided by or relating to you confidential, except that we may disclose such information (i) to any Bank Member; (ii) to any Bank Member's professional advisor, insurer, insurance broker or provider of services to facilitate the Group's operations and provision of products and services across multiple countries (such as operational, administrative, data processing and technological service providers) who are under a duty of confidentiality; or (iii) as required by Law or any Authority.

"**Affiliate**" means, in relation to a company, any of its subsidiaries, holding companies or any other subsidiary of any such holding company and (where applicable) any representative and branch office in any jurisdiction.

"**Authority**" means, government, quasi-government, administrative, regulatory or supervisory body or authority or court or tribunal having jurisdiction over any Bank Member.

"**Bank Member**" means Standard Chartered PLC or any of its Affiliates and "**Group**" means all Bank Members.

"**Law**" means any law, regulation, rule, directive, order, request, guideline, sanction, embargo and restriction of or agreement with any Authority.

### 2. Privacy

To comply with applicable Laws and in the course of providing products and services to you, we will need to collect, hold, use and share Personal Information of your Data Subjects.

Our Privacy Statement (<https://www.sc.com/en/privacy-policy.html>) outlines how the Group processes Personal Information. You agree to make your Data Subjects aware of our Privacy Statement.

"**Data Subjects**" means all individuals whose Personal Information we receive in the course of our banking relationship with you, including your direct and indirect beneficial owners, directors, officers and authorized persons.

"**Personal Information**" means any information relating to Data Subjects.

### 3. Compliance with Laws and Financial Crime Compliance

The Group is committed to complying with Laws (including applicable financial crime compliance laws and regulations such as those related to anti money laundering, anti-bribery and corruption) in all jurisdictions in which the Group operates.

## 法規遵循聲明書(下稱「聲明書」)

### 1. 資訊揭露

本集團(下稱「本行」)需使用並分享客戶資訊,包括與本行提供與貴戶之商品及服務及與客戶服務目的有關之資訊,俾利更有效率地營運。

本行將對貴戶提供或與貴戶有關之資訊保密,惟本行得揭露該等資訊(i)與任一銀行成員;(ii)與任一銀行成員之專業顧問、保險公司、保險經紀商,或以促進本集團於眾多國家間營運及提供商品及服務的服務提供機構, (如營運、行政、資料處理及技術之服務提供機構),而該等公司或機構負有保密義務者;或(iii)如依法律或任何主管機關要求。

「關係企業」指,就任一公司而言,於任一國家之其子公司、控股公司或該等控股公司之任一其他子公司,及(如適用)任一辦事處或分公司。

「主管機關」指對任何銀行成員有管轄權之政府、準官方、行政、監管或監督團體或機構、法院或裁決處。

「銀行成員」指Standard Chartered PLC(英商渣打集團)或其任何關係企業,及「集團」指全體銀行成員。

「法律」指任何法律、法規、規則、指令、命令、要求、行政指導、制裁、禁運令及限制或與主管機關之合意。

### 2. 隱私

為遵循所適用的法律,於提供產品及服務與貴戶的過程,本行將需要蒐集、持有、使用及分享貴戶之資料當事人的個人資訊。

本行的隱私聲明書(<https://www.sc.com/en/privacy-policy.html>)說明本集團如何處理個人資訊。貴戶同意使得貴戶之資料當事人知悉本行的隱私聲明書。

「資料當事人」指本行與貴戶的銀行往來中,所取得個人資訊的所有自然人,包括貴戶的直接及間接受益所有人、董事、職員及被授權人。

「個人資訊」指與資料當事人有關的任何資訊。

### 3. 法律遵循及金融犯罪遵循

本集團承諾遵守本集團營運所在地之所有國家之法律(包括所適用之金融犯罪遵循法律及法規,例如與反洗錢、反賄賂及貪腐有關者)。

As the Group's ability to comply with Laws is directly linked to the conduct of our clients, we require you to comply with all applicable Laws, and conduct your business in a manner which will not place yourself or the Group in breach of all applicable Laws.

If you become aware of any breach, or any action, investigation or proceeding brought against you or your subsidiaries with respect to any breach of any applicable Law in connection with our provision of products and services to you or matter set out in this Statement, you will notify us promptly (unless prohibited by Law to do so).

#### 4. Sanctions

The Group is obliged to comply with sanctions Laws including those of the United States, United Kingdom, European Union or any of its member states ("**Sanctions**"). Any breach of Sanctions may have a serious impact on our reputation, franchise, regulatory relationships and could impair the Group's ability to provide products and services to and enter into transactions with clients.

As the Group's ability to comply with Sanctions is directly linked to the conduct of our clients, you confirm and will ensure that (i) you and your subsidiaries are not targets or the subject of Sanctions; and (ii) no product, service or transaction (or proceeds of the same) involving a Bank Member has or will be utilised for the benefit of any person that is a target or subject of Sanctions or in any manner that would result in you or your subsidiaries or any Bank Member being in breach of any applicable Sanctions or becoming a target or subject of Sanctions. We reserve the right to not provide any product or service or process any transaction if by doing so it may cause us to breach the Group's Sanctions policy.

#### 5. Tax Information Compliance

The Group has obligations under various tax information reporting Laws (such as the Foreign Account Tax Compliance Act) to collect information from our clients, report information to Authorities and withhold tax from payments to clients in certain circumstances.

We may require you or your Data Subjects to provide documents and information for the purposes of establishing your tax status and that of your Data Subjects. You will promptly inform us of any changes to such documents and information or change in circumstances that may indicate a change in your tax status or that of your Data Subjects.

If you or your Data Subjects do not provide documents or information when we request it, we may make our own decision about your tax status and treat you accordingly.

We may be required to withhold taxes from payments made to you for onward remittance to applicable Authorities.

因本集團能否遵循法律與本行客戶的行為有直接關聯，本行要求貴戶遵守所有適用之法律，且以不致使貴戶本身及本集團違反所有適用之法律之方式從事貴戶之業務。

如貴戶知悉任何違反，或知悉與本行提供與貴戶之商品或服務或本聲明書所載事項相關之任何適用法律之違反所對貴戶或貴戶子公司所採取之任何行動、調查或程序，請貴戶立即通知本行(但法律禁止者除外)。

#### 4. 制裁

本集團有義務遵守制裁法律，包括美國、英國、歐盟或任何其成員國之制裁法律(下稱「**制裁**」)。任何制裁之違反均可能對本行之聲譽、特許權、監理關係有嚴重之影響，且可能損及本集團提供商品及服務與客戶及與客戶進行交易之能力。

因本集團能否遵循制裁與本行客戶的行為有直接關聯，貴戶確認並將確保(i)貴戶及貴戶之子公司並非該等制裁之目標或對象；且(ii)涉及銀行成員之商品、服務或交易(或其資金)並不會或將不會為任何制裁目標或對象之人的利益而使用，或將使貴戶或貴戶之子公司或任一銀行成員違反所適用之任何制裁或成為制裁之目標或對象之任何方式而使用。如為之將使本行違反本集團的制裁政策，本行保留不提供任何商品或服務或進行任何交易之權利。

#### 5. 稅務資訊遵循

本集團依各種稅務資訊申報法律(例如外國帳戶稅收遵從法)有義務向客戶蒐集資訊，向主管機關申報資訊，並於特定情況自支付給客戶之款項中扣繳。

為建立貴戶及貴戶的資料當事人稅務身分之目的，本行得要求貴戶或貴戶的資料當事人提供文件及資訊。如該等文件及資訊有任何變動，或有顯示將變動貴戶或貴戶的資料當事人稅務身分之任何情形，貴戶將立即通知本行。

如貴戶或貴戶之資料當事人於本行要求時未能提供文件或資訊，本行得自行決定貴戶之稅務身分並據此辦理。

本行可能被要求自支付與貴戶之款項中扣繳，以便後續匯付與適用之主管機關。

## 6. Client Classification

From time to time, we may request and obtain information from you and/or third-party or public sources, to determine your regulatory classifications (or that of the funds that you manage) under applicable Laws. These classifications will be notified to you and used by us to comply with our obligations including reporting, business conduct, margin and collateral, and other requirements under applicable Laws.

You will inform us immediately and in any event prior to entering into any transaction with us if any regulatory classification that we have previously notified you of or information (including contact details) that we have about you and/or the funds that you manage is known by you to be inaccurate or incomplete. Unless we receive notification otherwise, you shall be deemed to have (i) confirmed such regulatory classifications and that the information that we have about you and/or the funds that you manage is complete and accurate; and (ii) agreed and consented to the Group reporting your derivative transactions with us to any Authority (including trade repository(ies)).

## 7. Provision of Information

You agree to (or will procure that your Affiliates and Data Subjects) provide such documents and information as we may reasonably request in relation to matters covered by this Statement. You will promptly inform us of any changes to documents and information provided to us so that they are up to date, accurate and complete.

## 8. No Breach

We are not obliged to do anything or omit to do anything if by doing so it would or might cause us to breach any applicable Law.

## 9. Termination and Suspension

We may suspend a transaction or service or terminate a transaction, service or our relationship with you if (i) you breach any applicable Law or any matter set out in this Statement or (ii) by executing the transaction, providing the service or continuing our relationship with you, it will cause us to breach any applicable Law.

## 10. Product Documents

This Statement shall form part of any specific legal documentation governing a product, service or transaction that you have or may enter into with us ("Product Documents").

The relevant terms of such Product Documents will prevail to the extent they are in addition to or inconsistent with this Statement.

## 11. Language

This Statement has been written in Chinese and English. In the event of any inconsistency, the language of the Product Documents executed by you shall prevail.

## 6. 客戶分類

本行得隨時請求或取得自貴戶及/或第三人或公眾來源之資訊，以判別相關適用法律下貴戶(或貴戶管理之基金)之法規分類。本行將通知貴戶此等分類，並使用該等分類以遵循本行所適用法律下之義務，包括申報、業務行為、保證金及擔保品以及其他要求。

貴戶與本行進行任何交易前，如貴戶知悉本行前已通知貴戶之法規分類，或本行持有之貴戶及/或貴戶管理之基金之資訊(包括聯絡明細)係不正確或不完整，貴戶將立刻通知本行。除本行收到不同通知外，貴戶應被視為已(i)確認該等法規分類，且本行持有之貴戶及/或貴戶管理之基金之資訊為完整及正確；且(ii)同意並允許本集團向任何主管機關(包括交易資料儲存庫)申報貴戶與本行之衍生性交易。

## 7. 資訊提供

貴戶(或將促使貴戶關係企業及資料當事人)同意提供本行就本聲明書涵蓋事項而得合理請求之文件及資訊。如任何提供與本行之文件及資料有任何變動，貴戶將立即通知本行，俾使該等資訊為最新、正確及完整。

## 8. 無違反

本行無義務採取或不採取將或可能導致本行違反任何所適用法律之任何行為。

## 9. 終止及暫停

如(i)貴戶違反任何所適用之法律或本聲明書所載任何事項，或(ii)執行交易、提供服務或維持本行與貴戶之關係將導致本行違反所適用之任何法律，本行得暫停交易或服務，或終止交易、服務或本行與貴戶之關係。

## 10. 商品文件

本聲明書將構成約束貴戶與本行進行商品、服務或交易之任何特定法律文件之一部分(下稱「商品文件」)。

於該等商品文件之相關條款，在附加於本聲明書時或與本聲明書不一致之範圍內，應以該商品文件相關條款為準。

## 11. 語言

本聲明書係以中文及英文做成。如有任何歧異，應以貴戶簽署之商品文件為準。

## 12. Regulatory Information on our Website and Updates

You consent to receiving this Statement and any other information relevant to you by way of letter, email or our website (irrespective of such information being personally addressed to you). Please read this information carefully. Should you have any questions, we recommend that you seek independent legal and / or financial advice.

The most current version of this Statement (including translations) is available on our website ([www.sc.com/en/rcs/](http://www.sc.com/en/rcs/)). We may also provide other important regulatory information in relation to this Statement on our website or on any other website as notified by us.

Where you have a Financial Markets relationship with the Group, information on the regulatory standards we adhere to and how it may affect you can be found on our website ([www.sc.com/rcs/fm](http://www.sc.com/rcs/fm)).

We reserve the right to amend this Statement and any other important regulatory information provided to you on our website(s). We recommend that you regularly review the information on our website(s) as it may be updated from time to time. These updates shall apply to our relationship going forward and automatically.

## 12. 本行網站法規資訊及更新

貴戶同意透過書信、電子郵件或本行網站，收受本聲明書及其他與貴戶相關之資訊(無論該等資訊是否個別地提供予貴戶)。請詳閱該等資訊。若貴戶有任何疑問，本行建議貴戶尋求獨立之法律及/或財務諮詢。

本聲明書(包含其翻譯)之最新版本公告於本行網站([www.sc.com/en/rcs/](http://www.sc.com/en/rcs/))，以供查詢。本行亦可能於本行網站或本行通知之任何其他網站，提供其他與本聲明書相關的重要法規資訊。

若貴戶與本集團有金融交易市場相關業務往來，本行所需遵循之法規及該等法規對貴戶之影響，貴戶可參閱本行網站([www.sc.com/rcs/fm](http://www.sc.com/rcs/fm))之相關資訊。

本行保留隨時修改本聲明書和於本行網站提供予貴戶之任何其他重要法規資訊之權利。本行建議貴戶定期造訪本行網站檢閱該等資訊，因為該等資訊可能不定期更新。此等更新應自動適用於本行與貴戶後續之關係。

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

(Authorized Signature/Seal / 授權簽名/印鑑)

Name /姓名:

Title /職稱:

Address /地址:

# 渣打銀行 國家補充條款 (台灣)

為於台灣或將於台灣提供服務於貴戶，契約應依下列規定增補：  
本國家補充條款未定義之粗體字彙，其定義皆詳載於契約中。

## 帳戶條款國家補充條款

### 1. 利率

新台幣活期性存款：除法令另有規定或與貴戶間另行約定外，存款利息依一年365天計算，並按日單利計息，按本行牌告利率，於每半年(即6月20日及12月20日)結算一次，並於當日付息並滾入本金。以自動化設備(如：ATM)於營業時間外(含假日)辦理現金、轉帳及匯款存入之活期性存款，以存入當日(即本行實際收到存款之日)開始計息，當日之結帳切換點為24時。存入當日係指本行實際收到存款之日，如因資料輸入錯誤、系統故障、暫停服務等因素致款項未存入時，以本行實際收到存款之日當日開始計息。透過本行企業金融網路銀行Straight2Bank存入之活期性存款之結帳切換點為周一至周五17時，之後所發生之交易，於次一營業日開始計息。

新台幣定期性存款：除法令另有規定或與貴戶間另行約定外，定期性存款皆按存入當時之存款天期本行牌告利率按日單利計息。中途解約者依實際存款期間按訂約時之牌告利率打八折計息，未滿一個月者不予計息。

外幣存款餘額應付利息，按其幣別，依每年360天或365(366 (閏年))天計算。

### 2. 定期存款

除非本行已書面同意更短之通知期限，貴戶最遲應於定存到期日2個銀行營業日前，指示本行處理。否則，本行得將該筆存款(暨扣除稅額後之任何應計利息)依本行當時利率及原存款相同或相近之期限辦理續存。

### 3. 支票存款帳戶其他條款

#### 3.1 定義：

以下定義適用於本合約：

- 「**提存備付**」，指存款不足退票後，貴戶將應付票據之票面金額存入辦理退票之金融機構，並申請列收「**其他應付款**」帳備付之；
- 「**退票票據**」，指金融機構對於提示之應付票據拒絕兌付，並填具退票理由單，連同應付票據退還持票人；
- 「**拒絕往來**」，指金融機構拒絕對票據信用紀錄明顯不良之支票存款戶提供支票存款往來服務；
- 「**重提付訖**」：指退票後重新提示，於支票存款帳戶或其他應付款帳戶內付訖之謂；
- 「**終止擔當付款人之委託**」：指金融機構終止受託為支票存款戶所簽發本票之擔當付款人之謂；
- 「**清償贖回**」，指貴戶以清償票款之方式以贖回退票票據及退票理由單並消滅對金融機構之票據債務。退票票據因以下其中一種原因遭退回時，可適用：(i)存款不足、(ii)發票人簽章或印鑑不符、(iii)擅自指定金融機構為擔當付款人而未經其同意、或(iv)提示本票時，付款指示已遭撤銷，及
- 「**註記**」：由票據交換所加以註明貴戶有關退票紀錄、清償贖回、或涉及票據信用之情事，備供查詢。

#### 3.2 新開戶及帳戶資料變更之背景調查：

開立支存帳戶時，貴戶應填具印鑑卡及票據領受單交予本行。本行將向票據交換所查詢貴戶票據信用情況，於認可後即發給空白票據。

印鑑卡資料若有任何變更，貴戶應立即通知本行，如擬變更印鑑，並重新填具印鑑卡交付本行。

貴戶若為法人戶，其名稱或負責人變更然未於變更後一個月內通知本行，或本行發現該項情事並通知貴戶辦理變更手續，逾一個月未辦理者，本行得終止本合約並通知貴戶結清並關閉帳戶。

#### 3.3 本票：

貴戶簽發本票並載明由本行為擔當付款人時，貴戶同意本行得自貴戶支票存款戶扣除同等金額代為付款。

執票人提示本票時若已逾付款提示期限，但仍在該本票自到期日起算三年內(見票即付本票，自發票日起算)，且貴戶尚未撤銷付款委託亦無其他不得付款之情事，本行仍得付款。

若因帳戶存款不足或開票人簽章或印鑑不符，致貴戶所簽發之本票遭退票時，該退票紀錄與支票退票紀錄合併計算。

#### 3.4 註記：

貴戶於簽發之支票或以本行為擔當付款人之本票退票之日起算三年內，有清償贖回、提存備付、重提付訖、或其他與票據信用相關情事者，得向本行申請核轉票據交換所依「**支票存款戶票信狀況註記須知**」辦理註記。

#### 3.5 發給空白支票及本票之限制：

若有下列任一情事發生，本行得限制發給貴戶空白支票及本票：

- 發生存款不足退票，或經常於退票後辦理清償贖回、提存備付或重提付訖；或者
- 其他不正常使用票據之情況。

本行將於限制時，以書面告知前述限制之理由，貴戶認為不合理時，得向本行提出申訴。若貴戶帳戶遭法院扣押，除非被扣押之金額經如數提存備付，本行得停止發給空白支票及本票。

#### 3.6 終止擔當付款人之委託：

若貴戶於各地金融機構所開立之支票存款帳戶，因簽發以金融機構為擔當付款人之本票，於提示期限經過前撤銷付款委託，經執票人提示所發生之退票，未辦理清償贖回、提存備付、或重提付訖註記一年內達三張時，本行得自票據交換所通報日起算，終止受貴戶擔當付款人之委託三年。於本行終止受貴戶委託為擔當付款人時，貴戶應於本行通知後一個月內，返還剩餘空白票據。

#### 3.7 拒絕往來：

若貴戶因下列情事之一所發生之退票，未辦理清償贖回、提存備付、或重提付訖註記一年內達三張時，或貴戶因使用金融票據涉及犯罪經判刑確定者，本行得自票據交換所通報日起算，予以拒絕往來三年。

- 存款不足；
- 開票人簽章或印鑑不符；或
- 貴戶擅自指定金融機構為本票之擔當付款人。

前項各款退票紀錄個別計算，不予合併計算。上開情形或因其他情事終止支票存款往來之約定時，貴戶應於本行通知後一個月內，結清帳戶並返還剩餘空白票據。

#### 3.8 文件保管：

貴戶同意本行將支票或其他帳戶相關文件製成微縮影片後，得將支票或前述文件銷毀。

#### 3.9 恢復帳戶往來：

拒絕往來期間屆滿前，若貴戶經法院裁定准許重整，貴戶得申請向票據交換所辦理重整註記。經重整註記後，本行得恢復向貴戶提供帳戶服務。

前述恢復往來情況下，若於恢復往來日起至原拒絕往來期間屆滿前貴戶因存款不足又發生退票情事，本行得自票據交換所通報日起算，予以拒絕往來三年。



## 3.10 請求恢復帳戶往來:

拒絕往來戶若有下列情事，得經本行同意後恢復往來：

- 拒絕往來期間屆滿；或
- 構成拒絕往來及其後發生之全部退票已辦妥清償贖回、提存備付、或重提付訖之註記。

## 3.11 資料遵循:

貴戶同意本行以票據交換所作為查詢退票紀錄與拒絕往來交易之資料處理中心。貴戶並同意本行得將貴戶支票存款帳戶紀錄(包括但不限於退票紀錄、被列為拒絕往來戶及其他有關票據信用之資料)提供予票據交換所，並供第三人進行票據信用查詢。

## 4. 帳戶管理費

如貴戶之任一帳戶每月內平均餘額未達台幣帳戶最低新台幣五十萬元及外幣帳戶最低美金五千元，本行得全權決定就個別帳戶收取每月帳戶標準服務費新台幣一千元及美金三十元。

上述相關約定如有變更或修改，本行得隨時於六十天前於本行網站或營業場所公開揭示。

本行得與貴戶個別議定所收取之帳戶服務費。

## 5. 整批票據喪失

貴戶同意所託收之票據，若發生票據被盜、遺失或滅失時，同意授權由本行或付款行代理貴戶辦理掛失止付及聲請公示催告、除權判決等事宜，並願意於發票人帳戶內足付票面金額時，經取得票款後，其除權判決書由付款行作為沖銷帳款之憑證。

## 6. 個人資料之收集、電子處理與使用

6.1 於不影響本合約資訊揭露條款且相關法令許可範圍之下，貴戶同意本行得將貴戶所提供之資訊(包括但不限於信用資料、資本額、營業額、存款不足之退補紀錄、支票及拒絕往來資訊)提供予金融同業、聯合徵信中心、任何政府機關、本行海外分支機構、本行國內與海外之關係企業、通匯行、聯合信用卡中心、臺灣票據交換所、財金資訊公司、臺灣證券交易所股份有限公司、臺灣期貨交易所股份有限公司、財團法人中華民國櫃檯買賣中心、臺灣集中保管結算所股份有限公司、同業公會、財團法人金融消費評議中心、信用卡國際組織、收單機構、信用保證機構、財團法人中小企業信用保證基金、本行與本行國內與海外之關係企業委託處理業務之第三人、未受中央目的事業主管機關限制之國際傳輸個人資料之接收者、任何主管機關指定之機構、當事人所同意之對象、其他與本行有業務往來之機構，以及依法有權機關或金融監理機關，包括但不限於揭露個人資料給本合約所載之對象。貴戶亦同意前述機構得將該資訊提供予第三方進行確認。貴戶同意本項所述之使用視為符合「個人資料保護法」(含其後之增訂或修改)下之同意。

6.2 於不違反本合約資訊揭露條款之前提下，貴戶同意因以下目的蒐集、處理、進行國際傳輸、或利用貴戶提供之資料：(a)處理貴戶指示、(b)推介或提供產品及服務、(c)由其他金融機構或與之一同進行信用調查及交換金融資訊、(d)交易、作業及/或管理需求、及(e)依本行所提供之「個人資料蒐集、處理、利用告知事項」(下稱「告知事項」)所載之目的或依其營業登記項目或其章程所訂業務需要或法令所准許之各項目的。

6.3 貴戶同意本行得授權第三方對貴戶提供資訊進行處理。

6.4 貴戶茲聲明並擔保於提供予本行有關其職員、董事、監察人、其他類似職等人員或任何個人(下合稱「人員」)之個人資料前，會將本行提供之「個人資料蒐集、處理、利用告知事項」(此稱「告知事項」)交付予各該相關人員，並就提供予本行之個人資料，告知其職員、董事、監察人及任何人員本行蒐集個人資料之目的、類別、利用之期間、地區、對象及方式及其依「個人資料保護法」第3條規定得行使之權利及方式、本行取得其個人資料之來源及任何其他法令規範應告知之事項，並取得各該人員對該告知事項內容之同意，前開告知事項如有修訂，貴戶同意本行得以言詞、書面、電話、簡訊、電子郵件、傳真、電子文件、或其

他足以使貴戶知悉或可得知悉之方式，告知貴戶修訂要點，貴戶並同意將修訂後告知事項交付予相關人員並取得同意。

6.5 如本合約所訂定或約定與個人資料之蒐集、處理、利用、國際傳輸有關條款與告知事項有所歧異者，以告知事項及其後本行修訂之版本為準。

6.6 貴戶瞭解本行須受中華民國、美國、英國及其他國家有關洗錢、反貪污、反抵制、外國帳戶稅務遵守法案及其他類似法令下之報告義務及其他規定之規範，並同意於必要範圍內提供本行相關文件、資料及與本行合作，以使本行符合上述法令或因此所簽訂相關契約之要求。本行為內部控制及風險管理必要，會定期執行客戶身分辨識之審查，如貴戶未提供相關文件、資料，本行有權得拒絕一項或多項之交易、或中止或關閉貴戶之帳戶。

7. 除非以書面約定，貴戶與其他第三人存款之質押、移轉、轉讓、或其他相關協議，本行不受約束。

8. 本條款如有未盡事宜，悉依有關法令辦理。

## 標準條款國家補充條款

## 1. 準據法

本合約以中華民國法令為準據法。

## 2. 台北地方法院管轄權

貴戶茲同意以台北地方法院為非專屬管轄法院。

3. 本合約同時以中文及文版本撰寫。其解釋適用以貴戶所簽署之語言為準。

4. 貴戶確保(及藉由簽署申請表來確認)其至少有七天的時間檢閱合約，尤其包括本合約中關於(補償及責任限制)、(資訊揭露)、(終止與禁止)及(變更)條款。

5. 本服務條款受到金融監督管理委員會、中央銀行(台灣)或其他主管機關不時發行之規定或命令之約束。

6. 如相關法令要求本行事先通知貴戶，使貴戶有機會修正或補正任何狀況或違約的情況下，本行依標準條款(終止與禁止)條款之權利僅得於提出該事先通知之後執行。

7. 本行得委託或委外第三方處理部份或全部與該服務相關之業務功能，並以處理上述事項為目的，於必要範圍內向本行委託之第三方揭露任何有關該服務之資訊。

## 8. 服務費用

貴戶確認並收悉本行所提供之載明企業金融服務標準收費之書面，約定本行就提供予貴戶之企業金融服務所收取之標準服務費及/或手續費。貴戶同意該書面文件(含其修訂)構成本合約之一部。上開相關約定費用如有變更或修改，本行得隨時於六十天前於本行網站或營業場所公開揭示，但有利於貴戶之變更不在此限。縱有上開約定，貴戶仍得就個別交易之服務費及/或手續費，與本行個別議定之。如有個別議定之情形，則以個別議定之內容構成本合約之一部。

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# Standard Chartered Country Supplement (Taiwan)

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

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

## Account Terms Country Supplement

### 1. Interest Rate

TWD current deposit: unless otherwise specified under applicable laws and regulations or unless otherwise agreed with You separately, interest payable is calculated based on 365 days per year and accrues on a daily basis based on Our board rate. The interest will be payable semi-annually (i.e., on June 20 and December 20 each year) and will be paid on such date and be rolled into the balance on the same day. For deposit made by way of cash, debit transfer, wire transfer via an automated machine (e.g., ATM) outside of the business hours (including holidays), the interest will accrue from the date of deposit (when We actually received such deposit) and the cut-off time is 24:00. The date of deposit means the day We actually received such deposit. If the deposit was not successful due to input error, system malfunction, or outage of services, interest will accrue from the date of receipt. The cut-off time for current deposit made via Straight2Bank is 17:00. Interest will accrue from the next business day for deposit after such time.

TWD fixed deposit: unless otherwise specified under applicable laws and regulations or unless otherwise agreed with You separately, interest payable is calculated based on 365 days per year and accrues on a daily basis based on Our board rate according to the applicable tenor and announced on the date of deposit. In the case of early termination, the interest payable will be eighty percent (80%) of the interest calculated based on board rate when entering into the agreement and no interest will accrue if the tenor is less than one month.

Foreign currency deposit: interest payable on a debit balance shall be calculated based on 360/365 (or 366 for leap year) days per year depending on the currency convention.

### 2. Time Deposits

Unless a shorter period of notice has been agreed in writing by Us, You will provide Us with Instructions to dispose of a fixed term Deposit no later than 2 Banking Days before the maturity date of such Deposit. If not, We may renew the Deposit (together with any interest accrued after deducting tax) for a similar period and at Our prevailing interest rate.

### 3. Additional Terms for Cheque Accounts

#### 3.1 Definitions:

The following definitions apply:

- (a) **“Deposit of Payment Reserve”** means You deposit the face amount of a Dishonoured Instrument in a financial institution which has refused to honour the Payment Instrument due to insufficient funds in Your Account and You apply for entering the deposited amount under the category of **“Other Payables Received”** in order to honour the instrument;
- (b) **“Dishonoured Instrument”** means a Payment Instrument presented to a financial institution which has been dishonoured and returned to the holder of the instrument with a slip stating the reason(s) for dishonouring the Payment Instrument;

- (c) **“Foreclosure”** means a financial institution refuses to provide cheque account services for an Account holder whose financial credibility is apparently defective;
- (d) **“Honouring a Dishonoured Instrument”** means You honour a Payment Instrument with the funds in Your Account or other Account for amount payable upon the renewed presentation after such Payment Instrument was initially dishonoured;
- (e) **“Termination of Acting on Your Designation”** means a financial institution terminates the agreement to act on designation in relation to promissory notes drawn by a holder of the cheque Account;
- (f) **“Redemption of Instrument”** means You pay the amount required to redeem a Dishonoured Instrument and the slip stating the reason(s) for dishonouring the Payment Instrument in order to clear the relevant obligation owed to a financial institution. This arises when the Dishonoured Instrument is returned with a slip stating one of the following reasons: (i) insufficient funds, (ii) incorrect signature(s) or seal(s) of the drawer(s), (iii) You indicate a financial institution on the promissory note to honour the payment without obtaining the prior consent of the financial institution, or (iv) the promissory note is presented after an instruction to honour has been revoked; and
- (g) **“Remarks”** means references given by a clearing house with regard to Dishonoured Instruments, Redemption of Instruments or occurrences involving Your financial credibility.

#### 3.2 Background vetting of new Accounts and changes of Account information:

When opening a cheque Account, You will fill out and deliver a chop specimen card and cheque receipt to Us. We will check Your financial credibility with a clearing house and issue blank cheques if Your credibility is acceptable to Us.

You must immediately notify Us of any change in the information provided on Your chop specimen card, if You need to change Your chop specimen, You need to fill out and deliver a new chop specimen card.

Where You are a juristic person whose name or representative has changed and You fail to notify Us within 1 month following such change or We found such change and notify You to make amendment but You failed to do so within 1 month following Our Notification, We may terminate the Agreement and Notify You to settle and close Your Account.

#### 3.3 Promissory notes:

Where You issue a promissory note and indicate that We will honour the promissory note, You agree that We may debit an equivalent amount from Your cheque Account.

Where the period for presenting a promissory note has expired, We may still honour it if it is presented within a period of 3 years starting from the maturity date (or, in the case of promissory note payable at sight, the date of its issuance) so long as Your Instruction to pay has not been revoked and there are no other circumstances which in Our opinion justify non-payment.

If a promissory note issued by You is dishonoured due to insufficient funds in Your Account or incorrect signature(s) or seal(s), the record of such dishonour will be counted in conjunction with the record of a dishonoured cheque.

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### 3.4 Remarks:

You may apply with us for registration of any incident relating to a Redemption of Instrument, Deposit of Payment Reserve, Honouring a Dishonoured Instrument or any other occurrence involving its financial credibility as Remarks at a clearing house in accordance with the "Guidelines Governing Remarketing Credits for Cheque Account Holders" within 3 years after the date of dishonour of any cheque drawn by You or any promissory note issued and indicated by You that We will honour the promissory note.

### 3.5 Restriction on issuing blank cheques and promissory notes:

We may refuse to issue blank cheques and promissory notes to You which has had any of the following:

- (a) an occurrence of Dishonoured Instrument due to insufficient funds, or repeated history of Redemption of Instrument, Deposit of Payment Reserve, or Honouring a Dishonoured Instrument; or
- (b) any unusual matter relating to the use of a negotiable instrument.

We will provide You with details of the above in writing. If You deem the restriction is unreasonable, You have the right to file a complaint with Us. In the event that a court attaches Your Account, unless an amount of Deposit of Payment Reserve equivalent to the attached amount has been deposited with Us, We may refuse to issue blank cheques and promissory notes.

### 3.6 Termination of Acting on Your Designation:

In respect of cheque accounts You opened with any financial institution, if You issued a promissory note and indicated that the financial institution will honour the promissory note, it was subsequently dishonoured when the presentation was made by the holder because of Your cancellation of such promissory note before the end of the presentation period, We may refuse to honour a Payment Instrument or refuse to act on any designation by You to honour a Payment Instrument for a period of 3 years upon notification from a clearing house that the following has occurred on 3 separate Payment Instruments in a year: You failed to register any Remarks relating to a Redemption of Instrument, Deposit of Payment Reserve, or Honouring a Dishonoured Instrument. Upon Our Termination of Acting on Your Designation, You shall return the remaining blank cheques to Us within 1 month upon Our Notification.

### 3.7 Foreclosure:

If any Dishonoured Instrument occurred due to the following events and You fail to register any Remarks relating to a Redemption of Instrument, Deposit of Payment Reserve, or Honouring a Dishonoured Instrument on more than 3 Payment Instruments within 1 year, or You have been convicted of crimes involving the use of financial instruments and a final judgment rendered You as guilty, We may, starting on the date on which We are notified of such by a clearing house, commence a Foreclosure against You for a period of 3 years:

- (a) insufficient funds;
- (b) incorrect signature(s) or seal(s) of the drawer(s); or
- (c) You indicate a financial institution on the promissory note to honour the payment without prior consent of the financial institution.
- (d) Records of any Dishonoured Instruments resulting from any of the above will be counted separately, not consolidated together. Upon the termination of the cheque Account due to the above or any other events, You shall close the Account and return the remaining blank cheques to Us within 1 month upon Our Notification.

### 3.8 Safekeeping of documents:

You agree that We may destroy any cheques or other documents relating to the Account(s) after microfilming the same.

### 3.9 Reinstatement of Accounts:

If, prior to expiration of a foreclosed Account, You are approved by the court to undertake reorganisation, You may apply for reorganisation Remarks at a clearing house. If Your reorganisation Remarks are recorded We may provide Account Services to You.

If, following the foregoing situation, a cheque drawn by You is again dishonoured due to insufficient funds in Your Account during the period between the date on which the Account is reinstated and the expiration of the previous foreclosure, We may close such Account for 3 years starting on the date it is notified by a clearing house.

### 3.10 Request of reinstatement of Account:

Subject to Our approval, a foreclosed Account may be reinstated where:

- (a) the term for Foreclosure has expired; or
- (b) all Dishonoured Instruments which caused the Foreclosure and any other subsequent Dishonoured Instruments have been registered with Remarks of Redemption of Instrument, Deposit of Payment Reserve, or Honouring a Dishonoured Instrument.

### 3.11 Information compliance:

You agree to Us using a clearing house as a data processing centre for records of Dishonoured Instruments and Foreclosure. You further agree that We may provide Your cheque Account records (including but not limited to any records of Dishonoured Instruments, Foreclosure, and other information relating to the creditworthiness of Payment Instruments) to the clearing house for the purpose of providing credit references to third parties.

## 4. Account Maintenance Fee

**Where the average balance per month of each of Your Account(s) fails to maintain the minimum balance of NT 500,000 for NTD Account and USD5,000 for foreign currency Account for a month, We may, at our discretion, charge a standard maintenance fee of NTD1,000 and USD30 monthly, respectively.**

**In case of any amendments or changes to the above, We will notify You by making a public disclosure from time to time at Our website or in Our business places sixty days in advance.**

**We may agree with You separately on the account maintenance fee to be charged.**

## 5. Loss of Batches of Payment Instruments

For any Payment Instrument You ask Us to provide collection Service, in the event of any theft, loss, or destruction occurred, You hereby agree to authorize Us or the drawee to act on behalf of You to apply for reporting the loss and stopping payment, public summons, and judgment for exclusion by the court. You further agree and authorize Us to use the judgment for exclusion by the court as supporting document for debiting the drawer's account for payment of the cheque.

## 6. Collection of Personal Information, Electronic Processing and Usage.

6.1 Without affecting the disclosure of information provisions in the Agreement and to the extent permitted by applicable law, You agree that We may supply information provided by You (including but not limited to financial credibility, capitalisation, turnover, records of dishonoured overdrafts, cheques and Foreclosure) to other financial institutions, the Joint Credit Information Centre, any governmental organisations,

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Our overseas branches, Our domestic and overseas Affiliates, correspondence bank, National Credit Card Center, the Taiwan Clearing House, Financial Information Service Co., Ltd., Taiwan Stock Exchange Corporation, Taiwan Futures Exchange, Taipei Exchange, Taiwan Depository and Clearing Corporation, industry associations, Financial Ombudsman Institution, international credit card organizations, acquirer institutions, credit guarantee organizations, Small and Medium Business Credit Guarantee Fund of Taiwan, third parties appointed by Us and Our domestic and overseas Affiliates to provide services, recipients of internationally transmitted personal data not subject to restrictions imposed by the regulatory authority for the enterprise in question at the central government, any institution designated by competent authority, recipients agreed by You, other organizations with business relationship with Us, and the authority with the right under the law or financial supervisory authorities, including but not limited to, disclosing the personal data to recipients outlined in the Agreement. You also agree that such agencies may provide the information to other parties for confirmation. The agreement given by You under this paragraph constitutes consent under the Personal Data Protection Law (including the supplements or amendments thereof).

- 6.2 Without affecting the disclosure of information provisions in the Agreement, You agree that the collection, processing, international transmission or use of information provided by You can be for the purpose of (a) processing Your Instructions, (b) promoting or providing products and services, (c) credit investigation and exchange of financial information conducted by or with other financial institutions, (d) transactional, operational and/or managerial needs, and (e) purposes stated in the "Statement of Collection, Processing, Utilization of Personal Data" ("Statement") or pursuant to business needs under the business licenses or the articles of incorporation or purposes permitted under relevant laws and regulations.
- 6.3 You agree that We may authorise third parties to process information provided by You.
- 6.4 You represent and warrant that before providing any personal data of any of Your employees, directors, supervisors or other similar officers or any relevant person(s) (collectively the "Relevant Persons") to Us, You will deliver the "Statement of Collection, Processing, Utilization of Personal Data" ("Statement"), provided by Us to each of the Relevant Persons and obtain his consent, and will notify each of the Relevant Persons the purpose of Our collection, types of the personal data, time period, areas, persons who may use their personal data and how the personal data may be used and their rights under Article 3 of the Personal Data Protection Law, the sources from which We obtained their personal data, and any other matters which shall be notified in accordance with law and regulation with regard to the personal data You provide to Us and shall obtain the consent of each Relevant Persons as to the content of the Statement respectively. If the Statement is amended, You agree that We may provide You with a summary of the amendments verbally, in writing, by telephone, text message, email, fax, electronic document, or in other manner that adequately keeps You informed or enables You to be informed of the above and You further agree to deliver the amended Statement to each of the Relevant Persons and obtain their consent.
- 6.5 In the event of any discrepancy between the Statement and the terms and conditions on collection, processing and use of personal data herein, the Statement, as may be amended by Us from time to time, shall prevail.
- 6.6 **You acknowledge that We are subject to reporting and other requirements in the R.O.C., United States, the United Kingdom and other countries under money laundering, anti-corrupt practices, anti-boycott, foreign account tax compliance and other similar laws and regulations and agree to provide Us such documents and information, and to**

**otherwise cooperate with Us to enable Us to comply with such laws and regulations and the contracts that have been entered into as a result of the above. We may conduct client due diligence procedure for the purpose of internal control and risk management. If you did not provide us with such documents and information, We reserve the right to refuse to execute one or more Transactions, or to suspend or close Your Account.**

- 7. Unless otherwise agreed in writing, We will not be bound by any pledge, transfer, assignment and any other similar arrangements relating to a Deposit between You and any third party.
- 8. In case of any insufficiency of this Account Terms Country Supplement, the relevant laws and regulations shall apply.

## Standard Terms Country Supplement

- 1. **Governing Law**  
The Agreement is governed by the laws of the Republic of China.
- 2. **Jurisdiction of the Taipei District Court**  
You submit to the non-exclusive jurisdiction of the Taipei district courts.
- 3. The Agreement will be written in both Chinese and English. The interpretation and application of the Agreement shall be governed by the language in the Agreement executed by You.
- 4. You will ensure (and by signing the Application Form confirm) that You have been given a period of at least 7 days to review the Agreement, including in particular the provisions of the Agreement relating to (*Indemnity and Limitation of Liability*), (*Disclosure of Information*), (*Termination and Suspension*) and (*Changes*).
- 5. The provision of the Services will be subject to the rules and orders published from time to time by the Financial Supervisory Commission, the Central Bank of China (Taiwan) and other appropriate authority.
- 6. If the applicable laws require Us to give You prior notice to give You an opportunity to cure or remedy any situation or default, Our rights under the Clause (*Termination and Suspension*) in the Standard Terms are exercisable only after such prior notice has been given; and
- 7. We may delegate or outsource to a third party to deal with a part or the whole affairs related to business functions in connection with the Services, and disclose any information related to the Services to Our designated third party within the scope of necessity for the purpose of dealing with the matters mentioned above.
- 8. **Fees for Services**  
**You confirm and acknowledge that You have received a standardized pricing table ("Standardized Pricing Table") indicating the standardized service fee and/or handling charges for wholesale banking financial services We provide to You. You agree that the Standardized Pricing Table (including amendments thereof) shall constitute part of the Agreement. In case of any amendments or changes to the above, We will notify You by making a public disclosure from time to time at Our website or in Our business places sixty days in advance; however, if the amendments or changes are favourable to You, the above notice requirement shall not be applicable. Notwithstanding the foregoing, You may negotiable the service fee and/or handling charges applicable to individual Transaction. If there are any negotiated service fee and/or handling charges, the negotiated ones shall constitute part of Agreement.**

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項目 Product	收費標準 Standard Tariff
帳戶管理費 Account Monthly Maintenance Fee	1. 台幣帳戶平均餘額未達新台幣伍拾萬元: TWD\$1000 <b>Average TWD account balances below TWD\$500,000: TWD\$1000 per month</b> 2. 外幣帳戶平均餘額未達等值美金伍仟元: USD\$30 <b>Average FCY account balances below USD\$5,000: USD\$30 per month</b>
國內金資匯款 Local Fund Transfer (RTGS)	1. 新台幣兩百萬內(含): 每筆 TWD\$30 <b>Transaction Amount Within TWD\$2 million: TWD\$30</b> 2. 超過兩百萬, 每增加一百萬(最高單筆匯款上限為新台幣伍千萬): 每筆 TWD\$10 <b>Every incremental transaction amount of TWD\$1 million for transaction amount over TWD 2 million (Maximum limit for transaction amount is TWD\$50 million): TWD\$10</b>
支票存款 Cheque	1. 空白新台幣支票簿申請: 每一本 TWD\$200 <b>Cheque Book Application: TWD\$200 for every cheque book</b> 2. 票據掛失止付: 每張 TWD\$200 <b>Stop Cheque Payment: TWD\$200</b> 3. 開立新台幣銀行支票(非台支) <b>Cashier's Order Issuance (not Cheque of Bank of Taiwan):</b> 正本或傳真交易: 每張 TWD\$200; 網路銀行交易: 每張 TWD\$20 Manual: TWD\$200; Electronic: TWD\$20 4. 開立新台幣銀行支票申請(台支) <b>Cashier's Order Issuance (Cheque of Bank of Taiwan):</b> 票面金額未滿新台幣一百萬元(含), 每張 TWD\$400; 票面金額新台幣一百萬元以上, 每張 TWD\$200 Amount within TWD\$1 million, TWD\$400; Amount over TWD\$1 million, TWD\$200 5. 代開新台幣公司支票申請 <b>Corporate Cheque Issuance (Outsourcing Service):</b> 正本或傳真交易: 每張 TWD\$200; 網路銀行交易: 每張 TWD\$30 Manual: TWD\$200; Electronic: TWD\$30 6. 外幣銀行支票申請: 每張 TWD\$600 <b>FCY Bank Cheque Application: TWD\$600</b>
外幣匯款 FCY Telegraphic Transfers	1. 外幣匯出匯款手續費 <b>FCY Outward Telegraphic Transfers:</b> 正本或傳真交易: 每筆 USD\$30; Manual: USD\$30; 網路銀行交易: 每筆 USD\$15 Electronic: USD\$15 外幣匯入匯款手續費: 每筆 USD\$8 <b>FCY Inward Telegraphic Transfer: USD\$8</b>
外幣光票 FCY Cheque	1. 光票託收: 每張 TWD\$750/ USD\$25 <b>FCY Cheque Collection: TWD\$ 750/ USD\$25</b> 2. 光票買入: 每張 TWD\$750/ USD\$25 + 墊款息 <b>FCY Cheque Purchase: TWD\$750/ USD\$25 + interest</b>

此收費標準於2015年11月6日公佈, 並於2016年1月6日生效。

The standard tariff is announced on 6th November 2015, effective from, 6th January 2016.

說明: 以上各項服務收費為本行之標準費用, 不含國外銀行之費用。本行保留隨時變更及終止上開收費標準之權利, 如有變更本行將依主管機關規定之方式通知。

Notes: The above standard tariff does not include overseas bank charges. We maintain the right to change and terminate the pricing. In case of any amendments, we will notify you by means of methods as required by the regulator.