

## Welcome to Standard Chartered Bank Commercial Banking

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

### Account Opening and Account Related Services Documentation

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

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

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

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

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

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

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

# 渣打國際商業銀行 Standard Chartered Bank (Taiwan) Limited

## 開戶申請表 (台灣)

### Account Opening Application Form (Taiwan)

請以正楷填寫, 並在適當的方格「✓」或「x」。  
Please complete in BLOCK LETTERS and "✓" or "x" where applicable.

渣打國際商業銀行股份有限公司  (台北) 敦北分行  (新竹) 營業部  分行  國際金融業務分行  
Standard Chartered Bank (Taiwan) Limited (Taipei) Tun Pei Branch (Hsinchu) Main Branch \_\_\_\_\_ Branch Offshore Banking Unit

#### 申請者資料 APPLICANT'S PARTICULARS

申請者名稱 (需與相關證照之法定名稱全名相同)  
Name (Insert FULL legal name exactly as it appears in the Constitutional Documents)

[中文名稱]  
[In Chinese] \_\_\_\_\_

[英文名稱]  
[In English] \_\_\_\_\_

申請者設立地 (國家) \_\_\_\_\_ 設立日期 (日/月/西元年)  
Country of Incorporation \_\_\_\_\_ Date of Incorporation (dd/mm/yyyy) \_\_\_\_\_

統一編號  
Registration Number \_\_\_\_\_

#### 公司負責人資料 Information of the Responsible Person (Chairperson)

姓名  
Name \_\_\_\_\_

身分證字號 (護照號碼) \_\_\_\_\_ 國籍  
ID No. (Passport No) \_\_\_\_\_ Nationality \_\_\_\_\_

登記地址  
Registered Address \_\_\_\_\_

聯絡人  
Contact Person \_\_\_\_\_

聯絡電話 \_\_\_\_\_ 聯絡傳真  
Telephone \_\_\_\_\_ Fax \_\_\_\_\_

聯絡電子信箱 \_\_\_\_\_ 公司網站  
Email Address \_\_\_\_\_ Website \_\_\_\_\_

SWIFT 地址  
SWIFT Address \_\_\_\_\_

通訊地址 (如果與登記地址不同)  
Account Mailing Address (if different from Registered Address) \_\_\_\_\_

#### 業務項目 BUSINESS ACTIVITIES

- |  |  |  |   |   |
|--|--|--|---|---|
| <input type="checkbox"/> 製造業<br>Manufacturing                      | <input type="checkbox"/> 金融業<br>Financial  | <input type="checkbox"/> 進口/出口業<br>Export/Import | <input type="checkbox"/> 服務業<br>Services            | <input type="checkbox"/> 貿易業<br>Trading |
| <input type="checkbox"/> 零售業<br>Retailing                          | <input type="checkbox"/> 顧問業<br>Consultant | <input type="checkbox"/> 批發商<br>Wholesaler       | <input type="checkbox"/> 委任代理商<br>Commission Agents |   |
| <input type="checkbox"/> 其他 (請敘明)<br>Others (Please specify) _____ |  |  |   |   |

交易商品 (請敘明)  
Commodities Handled (Please specify) \_\_\_\_\_

CLIENT INITIAL STAMP



standardchartered.com



# 開戶申請表 (台灣) Account Opening Application Form (Taiwan)

請以正楷填寫,並在適當的方格「✓」或「x」。  
Please complete in BLOCK LETTERS and "✓" or "x" where applicable.

帳戶類別 ACCOUNT TYPE	帳戶幣別 CURRENCY	銀行專用 FOR BANK USE ONLY
支票存款 Checking Account	<input type="checkbox"/> 新台幣 TWD  (不適用國際金融業務分行) (Not available for Offshore Banking Unit)	新台幣帳號 TWD A/C No: _____ 子產品代碼 Sub Product Code: _____ 基金所有權 Fund Ownership: _____
活期存款 Demand Deposit	<input type="checkbox"/> 新台幣 TWD  <input type="checkbox"/> 港幣 HKD  <input type="checkbox"/> 美元 USD  <input type="checkbox"/> 歐元 EUR  <input type="checkbox"/> 其他 Others _____  (新台幣不適用國際金融業務分行) (TWD not available for Offshore Banking Unit)	新台幣帳號 TWD A/C No: _____ 港幣帳號 HKD A/C No: _____ 美元帳號 USD A/C No: _____ 歐元帳號 EUR A/C No: _____ 帳號 A/C No: _____ 子產品代碼 Sub Product Code: _____ 基金所有權 Fund Ownership: _____
定期存款 Time Deposit	<input type="checkbox"/> 新台幣 TWD  <input type="checkbox"/> 港幣 HKD  <input type="checkbox"/> 美元 USD  <input type="checkbox"/> 歐元 EUR  <input type="checkbox"/> 其他 Others _____  (新台幣不適用國際金融業務分行) (TWD not available for Offshore Banking Unit)	新台幣帳號 TWD A/C No: _____ 港幣帳號 HKD A/C No: _____ 美元帳號 USD A/C No: _____ 歐元帳號 EUR A/C No: _____ 帳號 A/C No: _____ 子產品代碼 Sub Product Code: _____ 基金所有權 Fund Ownership: _____

## 帳戶作業及服務 ACCOUNT OPERATION AND SERVICES

下列各服務之內容詳見於各該服務相關之設定表格。  
Features available under each Service below will be further set out in the relevant Set-Up Form for such Service.

### 1. 帳戶作業相關之核心服務 Core Services in relation to Account Operation

本行提供下列核心服務(網路銀行)以利帳戶作業(除非客戶勾選“不需要”)。  
The core (electronic banking) Services listed below will be made available to facilitate the operation of the Account(s) (unless the relevant “**Not Required**” box is selected):

使用 Straight2Bank Web 之核心服務 Core Services using Straight2Bank Web	不需要, 請打勾 Not Required
報告 Reports	<input type="checkbox"/>
付款 Payments	<input type="checkbox"/>

備註: 本行尚提供其他多種附加之服務及通路。請 貴客戶與金融交易服務處銷售代表聯繫。  
Note: An extensive range of additional Services and Channels are available. Please contact your Transaction Banking Sales representative.

### 2. 安全設定 Security Features

登錄所需之雙重驗證  
Two-factor authentication required for log-in

注意: 當法規或本行有要求, 無論是否勾選上述各項, 皆適用雙重驗證。  
Note: Where there are regulatory or Bank requirements, two-factor authentication will apply whether or not the above is checked.

CLIENT INITIAL	STAMP

## 開戶申請表 (台灣) Account Opening Application Form (Taiwan)

請以正楷填寫,並在適當的方格「✓」或「x」。  
Please complete in BLOCK LETTERS and "✓" or "x" where applicable.

### 帳戶作業及服務 ACCOUNT OPERATION AND SERVICES

#### 3. Straight2Bank Profile

如果您未勾選以下選項並註明現有Straight2Bank 群組ID, 將以建立新Straight2Bank設定方式辦理。  
A new Straight2Bank Profile will be created if you do not select and indicate your existing Straight2Bank Group ID below.

新增至現有Straight2Bank設定下, Straight2Bank Group ID群組ID  
Add to Existing Straight2Bank Profile, Straight2Bank Group ID : \_\_\_\_\_

#### 4. 特別指示 Special Instructions

### 聲明 DECLARATION

申請者茲申請以本公司之名稱在渣打國際商業銀行股份有限公司(“貴行”)開立上述帳戶。本公司確認申請表上所填及交付予貴行之文件資料均為正確無誤。本公司了解貴行得拒絕本公司開戶之申請而不須提供任何理由。本公司確認於簽定本申請表之同時已收訖並已詳閱貴行之帳戶條款, 標準條款(含總約及附約)乙份。並願意遵守貴行現行或日後所通知之條款及受此等條款之約束。

We apply to open the above Account(s) with Standard Chartered Bank (Taiwan) Limited (the "Bank"). We represent that the information provided by us in this form and in any other document(s) provided by us to the Bank is true, accurate and complete. We acknowledge that the Bank may decline our application without providing any reason in which event no contractual relationship will arise between the Bank and us. We further acknowledge that we have received, read and understood the Bank's prevailing Account Terms, Standard Terms, applicable Country Supplement and the terms contained in this form and we agree to be bound by them in connection with all Accounts opened by us with the Bank. We further agree to be bound by any additional terms and conditions governing any facilities, products and/or services offered by the Bank as we may apply for and/or utilise from time to time.

本公司同意,若中英文文義有歧異者,以中文版為主。

We agree 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或印鑑  
Company Chop and Authorised Signature/Seal  
(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)  
(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).)

\_\_\_\_\_  
日期  
Date

### 銀行專用 REMARKS (FOR BANK USE)

業別代碼 Industry Sector Code _____	RM 代碼 RM Code _____
BIP 代碼 BIP Code _____	扣繳稅 Withholding Tax <input type="checkbox"/> 是 Yes <input type="checkbox"/> 否 No
驗證者 Verified By _____	核准者 Approved By _____

CLIENT INITIAL	STAMP

Standard Chartered  
渣打銀行

standardchartered.com

# 印鑑卡(台灣) Signature Card (Taiwan)

渣打國際商業銀行股份有限公司 Standard Chartered Bank (Taiwan) Limited

(台北)敦北分行 (Taipei) Tun Pei Branch    
  (新竹)營業部 (Hsinchu) Main Branch    
 \_\_\_\_\_ 分行 Branch    
 國際金融業務分行 Offshore Banking Unit

<input type="checkbox"/> <b>新開戶 NEW APPOINTMENT</b>	<input type="checkbox"/> <b>刪除 DELETION</b>	<input type="checkbox"/> <b>變更 CHANGES</b>
統一編號 Registration No./Taxation No.: _____	生效日 Start/Effective Date: _____ day _____ Month _____ Year	
戶名 Name of the Client: _____ 需相關證照之法定名稱全名相同 <i>Insert FULL legal name exactly as it appears on the Constitutional Documents</i>		

<b>授權人員 AUTHORISED PERSONS</b> <i>未使用之空白處請劃線 Draw a line through any unused space.</i>	
<input type="checkbox"/> 適用所有帳戶之簽名/印鑑 (不含支票戶) Signatures/Seals for all accounts except checking account  <input type="checkbox"/> 適用支票帳戶之簽名/印鑑 Signatures/Seals for checking accounts only	<input type="checkbox"/> 憑壹式有效 Any one to sign <input type="checkbox"/> 憑貳式有效 Any two to sign <input type="checkbox"/> 其他 Others (insert details below)  支票取消劃線、禁止背書轉讓、抬頭人或日期更改以 Changes of checks would be effective by <input type="checkbox"/> 同上 Same as above <input type="checkbox"/> 憑壹式有效 Any one to sign <input type="checkbox"/> 憑貳式有效 Any two to sign <input type="checkbox"/> 其他 Others (insert details below)  如勾選其它,請詳述於下列“備註”處 If you check "Others", describe the alternative method of operation in the space provided below.

<b>印鑑簽樣 Specimen Signature</b>
_____  姓名 Name _____ 身份證號碼 ID _____ 辦公室電話 Office _____ 行動電話 Mobile _____

<b>印鑑簽樣 Specimen Signature</b>
_____  姓名 Name _____ 身份證號碼 ID _____ 辦公室電話 Office _____ 行動電話 Mobile _____

<b>印鑑簽樣 Specimen Signature</b>
_____  姓名 Name _____ 身份證號碼 ID _____ 辦公室電話 Office _____ 行動電話 Mobile _____

<b>印鑑簽樣 Specimen Signature</b>
_____  姓名 Name _____ 身份證號碼 ID _____ 辦公室電話 Office _____ 行動電話 Mobile _____

備註 Special Instructions:
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本公司茲確認上述人員已接受指派成爲授權人員。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  
 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.

公司印鑑及有權簽章人之簽名或印鑑 Company Chop and Authorised Signature/Seal:  
 (若爲本國公司，請蓋印經濟部登記之大小章；若爲外國公司，請蓋印 Signing Bar 加上負責人親簽)  
 (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).

驗證簽章之客戶關係經理:  
 Verified by:



CLIENT INITIAL	STAMP

## Straight2Bank 使用者指定及授權申請表 Straight2Bank User Designation & Authorisation Form

本表列明客戶使用 Straight2Bank 通路之指定及授權使用者  
This form sets out the designation & authorisation of Users in relation to use of Straight2Bank channels.

<input type="checkbox"/>	新開戶 New	<input type="checkbox"/>	刪除 Deletion	<input type="checkbox"/>	變更 Changes	生效日	日	月	年			
						Start/Effective Date for change	_____	date	_____	month	_____	year
集團編號(如適用時) Straight2Bank Group ID (if applicable): _____												

戶名 Name of the Client

<p><b>使用者 1 User 1</b></p> <p>姓名 Name _____</p> <p>身分證號碼 ID _____</p> <p>Straight2Bank 使用者名稱 Preferred Straight2Bank User ID _____</p> <p>聯絡資訊 Contact Details:</p> <p>行動電話 Mobile _____ 辦公室電話 Office _____</p> <p>電子郵件<sup>1</sup> Email _____</p>	<p><b>使用者 2 User 2</b></p> <p>姓名 Name _____</p> <p>身分證號碼 ID _____</p> <p>Straight2Bank 使用者名稱 Preferred Straight2Bank User ID _____</p> <p>聯絡資訊 Contact Details:</p> <p>行動電話 Mobile _____ 辦公室電話 Office _____</p> <p>電子郵件<sup>1</sup> Email _____</p>
<p><b>使用者 3 User 3</b></p> <p>姓名 Name _____</p> <p>身分證號碼 ID _____</p> <p>Straight2Bank 使用者名稱 Preferred Straight2Bank User ID _____</p> <p>聯絡資訊 Contact Details:</p> <p>行動電話 Mobile _____ 辦公室電話 Office _____</p> <p>電子郵件<sup>1</sup> Email _____</p>	<p><b>使用者 4 User 4</b></p> <p>姓名 Name _____</p> <p>身分證號碼 ID _____</p> <p>Straight2Bank 使用者名稱 Preferred Straight2Bank User ID _____</p> <p>聯絡資訊 Contact Details:</p> <p>行動電話 Mobile _____ 辦公室電話 Office _____</p> <p>電子郵件<sup>1</sup> Email _____</p>
<p><b>使用者 5 User 5</b></p> <p>姓名 Name _____</p> <p>身分證號碼 ID _____</p> <p>Straight2Bank 使用者名稱 Preferred Straight2Bank User ID _____</p> <p>聯絡資訊 Contact Details:</p> <p>行動電話 Mobile _____ 辦公室電話 Office _____</p> <p>電子郵件<sup>1</sup> Email _____</p>	<p><b>使用者 6 User 6</b></p> <p>姓名 Name _____</p> <p>身分證號碼 ID _____</p> <p>Straight2Bank 使用者名稱 Preferred Straight2Bank User ID _____</p> <p>聯絡資訊 Contact Details:</p> <p>行動電話 Mobile _____ 辦公室電話 Office _____</p> <p>電子郵件<sup>1</sup> Email _____</p>

**備註：** 除非於「特別指示」中另有限制，下列之授權者適用於所有 Straight2Bank 通路及服務。

**Note:** Any User authorisation below shall apply to all Straight2Bank Channels and Services unless the "Special Instructions" specifies restrictions.

**Straight2Bank 授權：Authorisation for Straight2Bank:**

準備指示 Prepare Instructions

檢視、列印、下載報告 View, print, download reports

核准及發送指示 Approve and release Instructions

以共同方式核准及發送指示 Approve and release Instructions only jointly

使用者 1 User 1	使用者 2 User 2	使用者 3 User 3	使用者 4 User 4	使用者 5 User 5	使用者 6 User 6
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

**特別指示 Special Instructions:**

有權簽章人之簽名或印鑑  
Name(s) & Signature(s) of person(s)  
duly authorised to appoint Users:

日期 Date:

1 User password and encrypted string will be sent to the email address provided in this setup form. The email address provided should be unique and accessible by the respective user only.  
用戶密碼及加密字符串將寄至本設置表格中所填寫的電子郵件地址。每個用戶提供的電子郵件須不同且僅有該用戶可以訪問。

**Straight2Bank 管理者指定及授權申請表 (本表於台灣地區不適用之)**  
**Straight2Bank Administrator Designation & Authorisation Form (Not Applicable in Taiwan)**

<input type="checkbox"/>	新開戶 New	<input type="checkbox"/>	刪除 Deletion	<input type="checkbox"/>	變更 Changes						
						生效日	日	月	年		
						Start/Effective Date for change	date	month	year		

集團編號(如適用時) Straight2Bank Group ID (if applicable): \_\_\_\_\_

戶名 Name of the Client

備註：如客戶已指定另一機構為被授權人操作其 Straight2Bank 檔案，則管理者僅得由該機構指派。

Note: If client has appointed an entity as Authorised Person to manage its Straight2Bank profile, the Administrators can only be appointed by that entity.

請於適當欄位勾選

Please tick as appropriate:

單一管理者

Single Administrator

雙重管理者

Dual Administrators

<b>管理者 1 Administrator 1</b>	<b>管理者 2 Administrator 2</b>
姓名 Name _____	姓名 Name _____
身分證號碼 ID _____	身分證號碼 ID _____
聯絡資訊 Contact Details:	聯絡資訊 Contact Details:
行動電話 Mobile _____	行動電話 Mobile _____
辦公室電話 Office _____	辦公室電話 Office _____
電子郵件 <sup>1</sup> Email _____	電子郵件 <sup>1</sup> Email _____

特別指示 Special Instructions:

謹此同意各管理者得指示銀行修改使用者檔案(包括刪除或新增使用者)，客戶應受此等指示之拘束。

It is agreed that Administrator(s) may instruct the Bank to modify User profile (including deleting Users or adding new Users) and all such instructions shall bind the Client.

有權簽章人之簽名或印鑑  
Name(s) & Signature(s) of person(s)  
duly authorised to appoint  
Administrators:

於新開戶、刪除、變更授權時適用

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

日期

Date:

# 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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# Standard Chartered Standard Terms

## 1. Definitions and Interpretations

### 1.1 Definitions:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

“**Force Majeure**” means, any:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

“**Parties**” means You and Us.

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

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

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

“**Relevant Data Subject**” means any person:

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

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

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

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

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

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

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

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

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

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

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

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

“**Standard Terms**” means these standard terms.

“**Straight2Bank Web**” means Our internet-based Channel.

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

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

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

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

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

“**Transaction**” means any transaction:

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

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

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

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

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

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

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

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

## 1.2 Rules for Interpretation

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

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

## 2. Your Responsibilities

### 2.1 You must:

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

### 2.2 You confirm that:

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

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

- 2.3 You are responsible for any Electronic Key, Client ID, User ID, Digital Certificate or Mobile Device We provide to You or which You use to access a Service or to communicate with Us electronically or to give Us Instructions.
- 2.4 You shall be responsible for all Transactions that are automatically processed while We are complying with Your request to turn off Your User's access to Our System Materials.

## 3. Our Responsibilities

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

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

## 4. Instructions

- 4.1 **Replacing a Mandate:** We need 7 Banking Days from Our receipt of Your new Mandate to update Our records. We will continue to rely on the existing Mandate until then.
- 4.2 **Incomplete and inconsistent Instructions:** We may act on incomplete or inconsistent Instructions if We reasonably believe We can correct or clarify such information without referring to You.
- 4.3 **Refusing to act:** We may not process Your Instruction if:
  - (a) We consider it an Affected Instruction;
  - (b) the Security Procedures appear to have been breached or cannot be executed;
  - (c) We have a valid reason for doing so; or
  - (d) processing it may result in an unauthorised overdraft.
- 4.4 **Payment Instructions:** You authorise Us to send Your payment Instructions. You also authorise Us, any Bank Member or any third party who receives such Instructions to act on them as if You had sent the Instructions directly to them.
- 4.5 **Notice:** If We cannot process Your Instruction, We will Notify You as soon as We can.
- 4.6 **Stopping a Transaction:** We will try to stop or cancel a Transaction when You ask Us to but We will not be responsible if We cannot do so.

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## 5. Notices and Communications

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

## 6. Digital Signatures and Electronic Contracts

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

## 7. Authority of Your Authorised Person

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

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

### 7.2 Termination of Authorised Person's authority:

You may terminate an Authorised Person's authority by notifying Us in writing.

## 8. Amounts, Expenses and Debiting Accounts

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

## 9. Arrangements with Financial Institutions

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

## 10. Indemnity and Limitation of Liability

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

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

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

- 10.3 **Other limitations of liability:** Any other limitation of liability contained in any Service Supplement is in addition to and does not limit this Clause.
- 10.4 **Documents for transmission to third parties:** You are responsible for any document or data You provide Us for transmission to third parties and We are not responsible for and have no duty to review such documents before transmission.
- 10.5 **Notification to Us:** You must notify Us in writing within 6 months of becoming aware of the material facts of any claim You have against Us, failing which, You waive all Your rights to claim against Us.

## 11. Disclosure of Information

- 11.1 We will keep information, including Personal Information, provided by You or relating to You confidential except that We may disclose such information to:
- (a) any Bank Member;
  - (b) any Bank Member's service provider, insurer or insurance broker or professional advisor who is under a duty of confidentiality to the discloser;
  - (c) any actual or potential participant, sub-participant or transferee of Our rights or obligations under any Transaction between the Parties (or any of its agents or professional advisors); or
  - (d) any rating agency, or direct or indirect provider of credit protection.

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

## 12. Dealings

- 12.1 **No dealings by You:** You may not assign, novate, transfer or otherwise deal with Your rights or obligations under the Agreement without Our consent.
- 12.2 **Dealings by Us:** We may assign, novate, transfer or otherwise deal with all or any of Our rights and/or obligations under the Agreement without any person's consent. You must comply with Our reasonable requests to give effect to the same including giving Your consents and signing documents.

## 13. Set-Off

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

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

## 14. Currency Conversion

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

## 15. Taxes

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

## 16. Termination and Suspension

- 16.1 **Termination by either Party:** Either Party may terminate the whole or any part of a Service, or the Agreement, by giving the other Party 30 days prior written notice.
- 16.2 **Termination by Us:** We may terminate the whole or any part of a Transaction, Service or the Agreement, immediately without prior notice:
- (a) if You breach any term of the Agreement or any other agreement between the Parties;
  - (b) if You are the subject of any Insolvency Proceedings in relation to all or any part of Your revenue or assets;
  - (c) if it is or is likely to become unlawful for either You or Us to perform our respective obligations under the Agreement;
  - (d) if complying with the Agreement may cause Us to breach a regulatory requirement or any agreement between Us and any Authority or Our policy associated to any applicable law or order or sanction of any Authority; or
  - (e) upon the occurrence of any circumstance affecting You or the Service which We reasonably consider exceptional.
- 16.3 **Our suspension:** We may suspend a Transaction and/or Service at any time. If We do, We will Notify You as soon as practicable.
- 16.4 **Your request to suspend:** We will suspend the whole or any part of a Service on Your request in writing.
- 16.5 **Instructions prior to termination or suspension:** Any Instruction given or any Transaction made prior to or at the time of termination or suspension will not affect a person's accrued rights and liabilities unless otherwise agreed.
- 16.6 **Surviving provisions:** The provisions relating to clawbacks, indemnities, limitation of liability, disclosure of information, set-off, currency conversions, taxes, return or destruction of materials, governing law and jurisdiction and the provisions under the heading, "General" survive termination of any Agreement.
- 16.7 **Force Majeure:** We may suspend providing any Service until a Force Majeure event has ceased.
- 16.8 **Return or destruction of materials:** Upon termination of the Agreement or closure of an Account, You must:

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

## 17. Partnerships

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

## 18. Governing Law and Jurisdiction

### 18.1 Governing law

The contractual relationship between the Parties relating to:

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

### 18.2 Jurisdiction

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

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

## 19. Process Agent

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

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

## 20. General

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

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

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

## 21. Intermediaries

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

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

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# Standard Chartered Country Supplement (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.

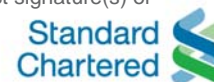
#### 3.3 Promissory notes:

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

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seal(s), the record of such dishonour will be counted in conjunction with the record of a dishonoured cheque.

### 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 Dormant Accounts and Residual Balance

**You agree that, where the balance of each of Your Account(s) fails to maintain the minimum balance of NT 10,000 and, there have been no Transaction, other than accrual of interest by Us, for 1 year, We may convert such Account into a "dormant Account", which will cease to accrue interest. We may cease to provide Services or enter into Transactions with respect to such dormant Account and You will not be able to make any withdrawal, deposit, outward or inward remittance through any Channel. You may apply in writing to reactivate a dormant Account.**

**If Your Account remains dormant for 1 year, You will not be able to reactivate such Account; We may, at Our sole discretion, close such dormant Account and transfer the residual balance therein into Our unclaimed Account. You may claim in writing the residual balance of a closed Account from Our unclaimed Account.**

**In case of any amendments or changes to the criteria of becoming "dormant Account", 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.**

## 5 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,**

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**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.**

## 6 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

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

7.1 Without affecting the Clause on *Disclosure of Information* in the Standard Terms 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, 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, GreTai Securities Market, 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, companies partnered with Us for cross-selling and cross sharing of customer information, joint promotion of the entities with Us, other organizations with business relationship with Us, and the authority or financial supervisory authorities with the investigation right under the law, including but not limited to, disclosing the personal data to recipients under the Clause on *Disclosure of Information* in the Standard Terms. 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).

7.2 Without affecting the Clause on *Disclosure of Information* in the Standard Terms, 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) other transactional, operational and/or managerial needs permitted by local law (including but not limited to marketing, taxation, consulting, administrative research, statistical analysis, and data management), 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. You may

terminate the consent for (b) above by giving 1 month notice in writing to Us.

- 7.3 You agree that We may authorise third parties to process information provided by You (including but not limited to marketing, taxation, telecommunications, computer system operations, registration of data, processing, output, logistics, document scanning, data input, printout, packaging, mailing, remittance, deposit, payment, exchange, credit investigation and collection).
- 7.4 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.
- 7.5 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.
- 7.6 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.
- 8 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.
- 9 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.

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## Country Supplement - Taiwan

### 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 Clauses (*Indemnity and Limitation of Liability*), (*Disclosure of Information*), (*Termination and Suspension*) and (*Changes*) in the Standard Terms.

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.

7. The Agreement will be governed by and construed in accordance with the laws of the Republic of China ("ROC") and We and You agree and confirm that pursuant to Article 269 of the Civil Code of the ROC, IdenTrust may enforce the terms of the Agreement despite it being a third party; and

8. 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, including but not limited to marketing, tax administration, telecommunication, operation of computer system, data access, data processing, input, output, back office function, scanning of documentation, printing of relevant materials and statements and matters regarding packaging, sealing, sorting and mailing, remittance, deposit, payment, exchange, credit information and collection, 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.

### 9. 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 negotiate 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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# Standard Chartered 開戶文件檢核表 (台灣) Account Opening Checklist and Guide (Taiwan)

請參照本檢核表及下列需求指南予以開戶。

渣打國際商業銀行股份有限公司（“本行”）經主管機關及適用之法規要求確認並核實其客戶身分（相關文件已包含在本檢核表中）。本行僅得於收取所有文件後提供申請人帳戶服務。

本文件規範係依當地法規及/或國際規則制定，例如反洗錢金融特別行動組（FATF）、國際證券事務監察委員會組織（IOSCO）及沃夫斯堡集團規範且應適用於所有金融機構。

本文件需求之目的係為：

- 使利用金融服務業進行之洗錢活動及恐怖分子籌資活動窒礙難行；
- 防止金融機構遭受詐欺；
- 確保無任何法律隔閡，如提供產品及服務之經濟制裁；及
- 使金融機構針對客戶或調查中之活動提供現有資訊以協助法律執行。

金融機構茲此得以認識其客戶，包括其法律地位、組織構造及控管人員，例如最終受益人、董事及簽署人。

需求文件得依帳戶申請人之性質變更。因此，除下列文件外，主管機關及渣打集團得於必要時要求申請人提供其他證明文件。

本文件需求因司法管轄地而有所不同，因此，若申請人已與一國之銀行有存續關係且欲從其他國家之銀行取得帳戶服務，則該其他國家將依其法規要求申請人提供不同文件。

Please refer to the checklist and requirements guide below to open an account.

Standard Chartered Bank (Taiwan) Limited (the “Bank”) is required by its regulators and by applicable laws and regulations to identify its clients and verify their identity. The documentation required is contained within this checklist. The Bank is unable to provide you with account services until receipt of these documents.

The documents required are prescribed by local laws and regulations and/or international standards, such as those of the Financial Action Task Force, IOSCO, and the Wolfsberg Group apply to all financial institutions.

The documentation requirements are designed to:

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

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

Documentation requirement may vary depending on the attributes of account applicants. Therefore, in addition to the following documents, the regulators and SCB Group may require you to provide other supporting documentation if necessary.

The documentation requirements may differ between jurisdictions, therefore, should you have an existing relationship with the Bank in one country and wish to receive account services from the Bank in a second country, the laws or regulations of the second country will require you to provide different documentation.

		境內金融業務 DBU	國際金融業務 OBU	DBU 辦事處 DBU Representative Office	DBU 籌備處 DBU Preparatory Office
<b>1. 本行提供之文件 DOCUMENTS PROVIDED BY THE CUSTOMER</b>					
a	歡迎函 Welcome Letter	√	√	√	√
b	開戶申請表(註 4. a) Account Opening Form (註 4. a)	√	√	√	√
c	印鑑卡(註 4. a) Signature Card (Note 4. a)	√	√	√	√
d	使用者指定及授權申請表 Straight2BankUser Designation & Authorisation Form	√	√	√	√
e	帳戶條款 Account Terms	√	√	√	√

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# 開戶文件檢核表 (台灣) Account Opening Checklist and Guide (Taiwan)

f	標準條款 Standard Terms	√	√	√	√
g	國家及服務條款附約(如適用時) Country and Service Supplement (where applicable)	√	√	√	√
h	開戶文件檢核表 (本表) Documentation Checklist (this document)	√	√	√	√
i	支票申請表 (限支存戶, 另行提供) Application for Check (Separately provided for Checking Account Only)	√	N/A	√	√
j	企業金融服務標準收費表 Standardized Pricing Table	√	√	√	√

		境內金融業務 DBU	國際金融業務 OBU	DBU 辦事處 DBU Representative Office	DBU 籌備處 DBU Preparatory Office
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## 2. 由客戶提供之文件 DOCUMENTS TO BE PROVIDED BY THE CUSTOMER

a	公司負責人/董事身分證明文件(註 4. b) identification of Responsible Person/Director of the Company (Note 4. b)	√	√	√ (需提供雙身份證文件 dual IDs)	√ (需提供雙身份證文件 dual IDs)
b	公司章程 Certified Copy of the Articles of Incorporation and By-Laws (if any)	√	√	√	√
c	董事名冊及股東名冊 Register of directors and Register of members	N/A	√	N/A	N/A
d	公司查冊 (註 4. c) Company Search (Note 4. c)	√	√	√	√
e	實益所有人(持有 25%以上股份/資本或有表決權) 身分 證明文件 (註 4. b) Identification of Beneficial Owners (who own at least 25% of the shares, capital or voting rights) (Note 4. b)	√	√	√	√

## 3. 由客戶提供之證照 LICENSES/REGISTRATION/CERTIFICATES TO BE PROVIDED BY THE CUSTOMER

a	營利事業登記證 Certified copy of the Business Registration Certificate	√	N/A (除香港註冊公司 except HK registered companies)	N/A	N/A
b	變更事項登記表/外國公司分公司設 立登記表/外國公司認許表 Company Registration Amendment Card or Certified copy of the Company Establishment Registration Card	√	N/A	N/A	N/A
c	公司執照 Certificate of incorporation	N/A	√	N/A	N/A
d	辦事處設立登記表 Representative Office Registration Form	N/A	N/A	√	N/A
e	國稅局統一編號編配書 Tax ID by Tax Bureau	N/A	N/A	√	√
f	經濟部公司名稱預查表 MOEA Name Clearance form	N/A	N/A	N/A	√

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## 開戶文件檢核表 (台灣) Account Opening Checklist and Guide (Taiwan)

### 4. 備註 NOTES

a	<p>請加蓋經濟部登記之公司大小章。 Suitable certifier is defined as Company Chop and Authorised Signature/Seal.</p>
b	<p>(1) 身分證明文件為身份證影本、護照、居留證等附有照片的法定證明文件。如未附照片則須取得「第二」身分證明文件。 Identity documents are statutory documents with photos which include (but not limited to) copy of ID card, passport and residence permit and so on. If no photo is attached on any of the provided document, a "secondary" document evidencing identify is required.</p> <p>(2) 以護照開立支存戶者，護照影本需有最近 6 個月之入境戳記。 Where passport is used as a proof of identification when applying for a checking account, a copy of passport bearing legal entry stamp within six months is required.</p> <p>(3) 依本行洗錢防治的風險規範，必要時，請提供兩位董事以上的身分證明文件。 In accordance with the Bank's risk controls for prevention of money laundering, identification of at least 2 directors are required where necessary.</p> <p>(4) 公開發行公司，勿須提供實益所有人身分證明文件。 For public companies, identification of beneficial owners is not required.</p>
c	<p>公司查冊內容應包括公司地址、公司存續、董事及股東名冊等。資料來源管道由經認可的商業資訊服務網站 (如：從經濟部官方網站下載) 或 經本行認可的註冊代理機構/律師/會計師提供的證明文件 (如：存續證明書)。 本行會自行進行公司查冊及保留向貴客戶索取有關費用的權利。 Company search should include the address and surviving status of a company, register of directors and register of shareholders. Sources of information should be authorized business information websites (e.g. data download from MOEA website) or documents (e.g. certificate of incumbency) provided by any approved registry agent/attorney/accountant approved the Bank. The Bank will conduct the Company Search and reserve the right to charge you for the cost incurred.</p>

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**STANDARD CHARTERED BANK (TAIWAN) LIMITED  
WHOLESALE BANKING STANDARD TARIFF**



Product	Standard Tariff	Min. Charges
<b>LC issuance for:</b> A. Commercial L/C Back-to-Back L/C  B. Transfer L/C  C. Standby L/C Guarantees	<b>1. Issuance commission</b> 0.25% for the first three months (including for less than three months) and 0.125% for each additional three-month period (including for less than three months) <b>2. Amendment</b> a) commission- extension 0.125% for each additional three month period (including for less than three months) b) commission— other amendment TWD500 * Postal and cable service fees are charged additionally	TWD\$1000 (USD\$50)  TWD\$500 (USD\$25)  TWD\$1000 (USD\$40)  TWD\$1000 (USD\$50)
<b>Documentary Collection:</b> A. Import Documentary Collection  B. Export Documentary Collection	<b>1. D/P term</b> – 0.15% <b>2. D/A term</b> – 0.20% * Postal and cable service fees are charged additionally  0.1% · Tracer or amendment – TWD\$600 (USD\$25)	TWD\$1000 (USD\$50)  TWD\$800 (USD\$32)
<b>Negotiation of Export Document:</b> A. Negotiation (CBN) B. Re-negotiation of Export bill	Clean document—0.1% 0.08%	TWD\$800 (USD\$32) TWD\$400 (USD\$12)
<b>Advising Of Letter of Credit</b>	1. Original Letter of Credit ---TWD1200 (USD36) 2. Amendment fee ---TWD600 (USD24)	
<b>Adding confirmation of Letter of Credit</b>	Charge base on country risk	USD\$100
<b>Signature Verification on document</b>	1. On direct negotiation ---- Free of charges 2. On documents not directly negotiated though us ---- TWD200 (USD10)	

Product	Standard Tariff
<b>Account Monthly Maintenance Fee</b>	<b>1. Average TWD account balances below TWD 500,000:</b> TWD\$ 1000 per month <b>2. Average FCY account balances below USD 5,000:</b> USD\$ 30 per month (No Account Monthly Maintenance Fee will accrue on a Dormant Account from the month such account became dormant.)
<b>Local Fund Transfer (RTGS)</b>	<b>1. Transaction Amount Within TWD 2 million:</b> TWD\$ 30 <b>2. Every incremental transaction amount of TWD 1million for transaction amount over TWD 2 million (Maximum limit for transaction amount is TWD 50 million):</b> TWD\$ 10
<b>Cheque</b>	<b>1. Cheque Book Application:</b> TWD\$ 115 for every 100 cheque <b>2. Stop Cheque Payment:</b> TWD\$ 200 <b>3. Cashier's Order Issuance (not Cheque of Bank of Taiwan):</b> - Manual: TWD\$ 200 ; Electronic: TWD\$ 20 <b>4. Cashier's Order Issuance (Cheque of Bank of Taiwan):</b> - Amount within TWD\$ 1 million · TWD\$ 400 ; Amount over TWD\$ 1 million · TWD\$ 200 <b>5. Corporate Cheque Issuance (Outsourcing Service):</b> - Manual: TWD\$ 200 ; Electronic: TWD\$ 30 <b>6. FCY Bank Cheque Application:</b> TWD\$ 600
<b>FCY Telegraphic Transfers</b>	<b>1. FCY Outward Telegraphic Transfers:</b> - Manual: USD\$ 30 ; - Electronic: USD\$ 15 <b>2. FCY Inward Telegraphic Transfer:</b> USD\$ 8
<b>FCY Cheque</b>	<b>1. FCY Cheque Collection:</b> TWD\$ 400/ USD\$ 16 <b>2. FCY Cheque Purchase:</b> TWD\$ 400/ USD\$ 16 + interest

The standard tariff is announced on October 1, 2013, effective immediately.

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.