

## PORTFOLIO VIEW & MESSAGING USER AGREEMENT

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### PORTFOLIO VIEW AND MESSAGING USER AGREEMENT

Please read this Portfolio View & Messaging User Agreement (the “Agreement”) carefully. This Agreement describes the terms and conditions for using the Portfolio View service (“Service”). If you wish to accept the Agreement and its terms and conditions, and wish to register at this time, you must print and sign the Signature Page and send it to the Investment Centre where your account is located (“Investment Centre”). You should print and retain a copy of this Agreement for your records.

This Agreement may be translated into other languages for convenience. If there is any conflict or difference between any of the translated version of the Agreement and its English version, the English version prevails. If any part of any translated version is unclear, reference should be made to the English version. The translated versions may not be re-translated into English for the purpose of comparing with or interpreting the English version.

Note: The Service may not be available to clients in all locations. Please check with the Private Banker who handles your account to confirm the availability of the Service in your Investment Centre prior to executing this Agreement.

As used in this Agreement, the terms “Bank,” “we,” “us” and “our” refer to Standard Chartered Bank, Standard Chartered Bank (Switzerland) SA, Standard Chartered Bank (Hong Kong) Limited, Standard Chartered Trust (Cayman) Limited or Standard Chartered Trust (Guernsey) Limited, including in each instance, to the extent applicable, their branches (collectively these entities are referred to as the “Banks” or the “Bank”) depending on the entity with which you have an account or fiduciary relationship that you will access through the Service. Standard Chartered Private Bank is the global marketing name used by Standard Chartered Bank. “You” and “client” means any person who is a client of the Bank entering into these Terms and Conditions with us for the use of the



Service and, where applicable, their duly authorised representatives, legal personal representatives and successors.

Standard Chartered Private Bank Web site (“Web site”) is operated by the Bank as a means for you to access the Service. For purposes of this Agreement, either the Bank or you may be referred to as a “Party” and the Bank and you may be jointly referred to as the “Parties.”

## **1 SCOPE OF THIS AGREEMENT; AMENDMENTS TO THIS AGREEMENT**

- 1.1 Subject to the provisions set forth below in this subsection 1.1, this Agreement and the Web Site Rules and Regulations governing the Web site (the “Rules”) govern your access to, and use of, the services available through the Service. For purposes of this Agreement, the term “Service” extends to all portions of the Web site that are accessed by the use of a Username and Password issued to you in connection with your use of the Service and the information, names, images, pictures, logos, documents and materials contained therein (“Contents”). For purposes of this Agreement, your use of the Service is referred to as your “Portfolio View Account.” You agree to use the Service solely as provided in this Agreement. By accepting and using the Service you confirm that your use of the Service is governed and controlled by this Agreement, the Rules and your existing account agreements with the Bank, including any other related agreements governing your account or accounts with the Bank to which you have agreed (collectively “Other Bank Agreements”). You acknowledge that the terms and conditions of the Other Bank Agreements remain in full force and effect and continue to contain the majority of terms concerning the actual operation of your account or accounts, and our provision of investment, fiduciary and banking services to you. If any terms of this Agreement conflict with the terms of any of the Other Bank Agreements, the terms of the Other Bank Agreements shall govern. If any terms of this Agreement conflict with the terms of the Rules, the terms of this Agreement shall govern. You agree that your access to the Service is conditional upon your acceptance of this Agreement.
- 1.2 The Bank may from time to time change or modify, add or remove portions of the terms of this Agreement (“Amendments”). You agree that if you access the Service after posting on the Web site of any Amendment to this Agreement, subject to any prior notification periods that may be required by applicable law, you consent to be bound by such Amendment. You also consent to receive notice of any Amendment to this Agreement through posting on the Web site, through email to an email address that you have provided to us in connection with your registration in the Service, or by mail addressed to you at such address as may be notified to the Bank in writing by you or which appears in the Bank's records as your last known address. If you find any Amendments to be unacceptable, you are free to terminate this Agreement in accordance with subsection 10.2 of this Agreement. Otherwise, this Agreement may not be modified or amended except in writing executed by both the Bank and you.



## **2 PORTFOLIO VIEW & MESSAGING FEATURES**

- 2.1 The Service is intended to allow you to obtain access to a Password protected portion of the Web site that will allow you to view information regarding your accounts with the Bank. You hereby authorise and acknowledge that your Private Banker will also have access to this information by using the Service. By accessing and using the Service you represent on a continuing basis that you are authorised to have viewing access to any account that you access. All account data made available through the Service is provided as a convenience and is not an official record of your account or its activity. Your periodic printed account statement or statements issued by the Bank shall remain the official record. The information regarding your accounts presented through the Service is updated regularly, but is subject to adjustment and correction and therefore should not be relied upon for taking any action or forbearing from taking any action. You should confirm any applicable account information with your Private Banker prior to taking or forbearing from taking any account-related action that you are considering. The Bank, at its sole discretion, may at any time eliminate or suspend some or all of these functions provided by the Service, modify them or add additional functions.
- 2.2 The Message Centre provides a means for you to communicate securely with your Private Banker via the Internet and allows you to send certain types of messages to your Private Banker and Investment Centre. You acknowledge and agree that the Message Centre feature of the Service is not available for accounts requiring two or more signatures to process an instruction or transaction. The Message Centre also allows you to view responses or other communications to you from your Private Banker or other Bank representatives and may also contain information provided by the Bank or other parties. Depending on the types of accounts that you maintain with the Bank and subject to limitations discussed in this Section and in Section 3 of this Agreement, you may use the Message Centre to compose a message to your Private Banker, including a message that confirms in writing a previous verbal Instruction given to your Private Banker. You acknowledge and agree that Message Centre is not, and is not intended to be, an e-banking service and the Service should not be used to purchase or sell an investment electronically. While the Bank may act in accordance with your banking instructions, it is not obligated to do so. You agree to hold the Bank harmless from, and indemnify the Bank for, any claims, costs or losses suffered or incurred by the Bank, you or any other party by reason of the Bank honouring or complying with, or failing to honour or comply with, any instructions transmitted through the Message Centre. If you wish to place an actual investment order, or if you would like assurance that a particular banking instruction you had sent us via the Service will be executed, or if you are requesting for information as to the timing in which the banking transaction will be processed, you must contact your Private Banker by telephone.
- 2.3 The Service is intended to be available to you throughout the day, seven days a week, except during maintenance periods and periods of unavailability due to excess demand on the systems or circumstances beyond our control. We may at any time without notice or liability restrict the use of the Service or eliminate its availability in order to perform maintenance activities or for any other reason in our sole discretion. Furthermore, we make no representation or warranty that the



Service will be available to you on an uninterrupted basis. You are responsible for all third party charges associated with your use of the Service. You agree to pay any taxes or fees resulting from your use of the Service.

### **3 ORIGINAL INSTRUCTION MESSAGE FEATURE; YOUR AUTHORISATION TO THE BANK; LIMITATION OF THE BANK'S LIABILITY IN REGARD TO YOUR AUTHORISATION**

- 3.1 **You may use the Message Centre service to send original, authenticated instruction messages to your Private Banker provided that you sign the appropriate section of the User Agreement Signature Page below.** You agree that, subject to the terms of the Other Bank Agreements, the Bank is authorised to act in accordance with any instructions, including, but not limited to, the following forms available through the Message Centre: (i) "Request a Payment by Wire Transfer" and (ii) "Request a Payment by Mail" that it receives from you through the Message Centre at any time (these message forms and any subsequently added or amended message forms are each referred to as a "Form"). You agree that the Bank may take actions with respect to your account in accordance with the original instruction message that is transmitted through the Message Centre and may charge transaction or other fees in connection with such actions as provided in the Other Bank Agreements. You acknowledge and agree that while the system has been specifically designed to be as private and secure as possible, which means that messages you send can only be accessed by your Private Banker and, in some cases, the Client Service Officer assigned to your account, there is the possibility that one, or both, of these individuals may be out of the office when you send your original instruction message and, therefore, there is a chance that your original instruction message may not be accessed immediately. If you have an instruction request that is time sensitive, you must contact your Private Banker by telephone when you send your original instruction message to confirm your instructions and advise the Bank of the nature and extent of the sensitivity. This feature is not available to clients whose accounts require two or more signatures to process an instruction or transaction. You agree to hold the Bank harmless from, and indemnify the Bank for, any claims, costs or losses suffered or incurred by the Bank, you or any other party by reason of the Bank honouring or complying with, or failing to honour or comply with, any instructions transmitted through the Message Centre.
- 3.2 You understand and agree that no order to purchase or sell securities, including, but not limited to, an order for a transfer between investment positions or to increase or decrease any investment position (each a "Securities Order"), may be effected through the Message Centre.
- 3.3 Once you have submitted instructions to the Bank, if you subsequently request a cancellation or change to such instructions, the Bank will attempt to act on such cancellation or change, but only on a best efforts basis. You agree that you will be responsible for any costs the Bank will incur as a result of acting on such cancellation or change. The Bank will not be liable to you for any damage, claim, action, loss, cost or expense if it is unable to effect the cancellation or change requested. If you wish to attempt a change or cancellation of your instructions, you must contact your Private Banker by telephone to do so. In any case, where



the Bank is unable to cancel or change an action based on your original instruction message transmitted through the Message Centre, you agree to be bound by your original instruction message.

- 3.4 Notwithstanding the foregoing authorisation, you agree that the Bank shall not be deemed to be under any obligation to act on any instruction received from you through the Message Centre or to act on such instruction within any particular period of time. In its sole discretion, and without prior notice to you, the Bank may not execute instructions that it receives from you through the Message Centre, or it may attempt to contact you to obtain clarification of your instructions. You agree that the Bank shall not be liable for any damage, claim, action, loss, cost or expense as a result of (i) any actions taken in accordance with instructions it receives from you through the Message Centre, (ii) the timing of any actions it may take in response to instructions received from you through the Message Centre, or (iii) the lack of any action taken in response to instructions received from you through the Message Centre.
- 3.5 You agree that when you give us an instruction via the Service, we are deemed to have received or executed the instruction only when you have received our confirmation that we have received or executed that instruction, and further that the official confirmation of any action taken by the Bank pursuant to any original instruction that you transmit shall be sent in accordance with the applicable Other Bank Agreements.
- 3.6 You agree that any electronic communication sent to the Bank through the Message Centre that contains the Client Portfolio-Number associated with your Username and Password establishes you as the originator of the message and has the same effect as a document with your written signature on it. You agree that a copy of an electronic communication made by reliable means shall be considered to have the same validity as the original electronic communication. You accept responsibility for all unauthorised access to the Message Centre by third parties using the Message Centre by means of your Username and Password resulting from your negligence.
- 3.7 You are solely responsible for ensuring the accuracy, adequacy and completeness of all instructions given by you via the Service. We are not obliged to verify the accuracy, adequacy and completeness of your instructions. Without limiting the scope of anything in subsection 4.2 and Section 7, we will not be liable for any loss or damage to you as a result of:
- 3.7.1 your instructions being inaccurate, inadequate or incomplete in any manner; or
  - 3.7.2 any failure, refusal, delay or error by any third party.
- 3.8 You will be held liable for all losses, damages, actions, proceedings, costs and expenses due to unauthorised use of the Service or any instruction that is not authorised by you but is given using your Username or Password if:
- 3.8.1 you have acted fraudulently or negligently; or
  - 3.8.2 you are in wilful default of any of the security obligations described in this Agreement and all other security precautions the Bank notifies you about from time to time; or



- 3.8.3 such instruction is given before you have notified us that you have discovered or suspect that your Username or Password is known to someone else in accordance with subsection 8.4.

## **4 TERMS OF USE**

- 4.1 The Bank hereby grants you a non-transferable, non-exclusive license to use the Service for your own personal, noncommercial use only. You agree not to copy (other than a copy for personal, non-commercial use), sell, transfer, sublicense, rent, assign, share, translate, convert to another programming language, compile, decompile, disassemble, reverse engineer, modify or change the Service, any system providing access to the Service or the Contents for any purpose other than to the extent you are entitled to do so by law. No third party, including any party who is your agent or representative, is authorised to access or use the Service on your behalf except persons who have been conferred power of attorney according to Other Bank Agreements and who are entitled to register for the Service on your behalf. With the exceptions of applications commonly known as Web browser software or other applications approved in writing by the Bank, you agree not to use any software, program, application, or any other device to access or log on to the Web site or the Service or to the computers of the Bank or its parent companies, subsidiaries or affiliates or their proprietary software or to automate the process of obtaining, downloading, transferring or transmitting any Content, or other information to or from the Web site, the Service or such computers or proprietary software.
- 4.2 The Bank will provide you with certain confidential data and information relating to your relationship and/or accounts with the Bank as well as customer information (“Confidential Client Information”) by means of the Service. The Bank will not be liable for any losses in contract, tort, warranty, or otherwise, incurred in connection with (i) the electronic transmission of Confidential Client Information to or from the Service, (ii) the implementation of any security procedures established for the purpose of limiting access to, and protecting, Confidential Client Information, (iii) any decision made or action taken by or any inaction or omission by any party in reliance upon the Service or any electronic transmission of Confidential Client Information or security procedures, or (iv) any delays, inaccuracies, errors in, or omissions of the Service, Confidential Client Information, or security procedures, subject to the provisions of subsection 6.1.
- 4.3 The Bank reserves the right to terminate your access to the Service with immediate effect, and to take any other action we deem appropriate, in our sole discretion, without limitation for any reason whatsoever, including, but not limited to, the unauthorised use of your Username and Password for the Service, fraud and negligence on your part and/or the part of your agent.

## **5 TRUST COMPANIES**

- 5.1 In the event that you have entered into any form of agreement with Standard Chartered Trust (Cayman) Ltd or Standard Chartered Trust (Guernsey) Limited (hereinafter referred to as “SCTCL” or “SCTGL” respectively and collectively as





the “Trust Company”) to act as trustee, nominee or in any other fiduciary capacity for you, then this signed Agreement and (for individuals who wish to send original instruction messages to their Private Banker per the terms of Section 3 of this Agreement) any original instruction messages that you send to the Bank through the Message Centre will be deemed to be your request addressed directly to the Trust Company in its capacity as your trustee, nominee or other fiduciary for you to enrol, access and use the Service on a continuing basis; and you agree that such instruction shall have the same effect as a document with your signature on it sent directly to the Trust Company.

- 5.2 By signing this Agreement, you represent and warrant to the Trust Company that you consent to the terms and conditions of the Service as described in this Agreement and you authorise the Trust Company to rely upon your consent so that the Trust Company may authorise, in whatever manner the Bank may prescribe, your access and use of the Service and may send or receive messages to and from the Bank under the terms and conditions described in this Agreement while acting as your trustee, nominee or fiduciary. In particular, you understand and agree that information related to your fiduciary relationship with SCTCL is transmitted outside the Cayman Islands using an advanced encryption method known as Secure Socket Layer (“SSL”) and the security of such transmissions although reliable by industry standards is not impregnable.

You further authorise the Trust Company to execute any documentation or agreement that may be required by the Bank, now or in the future, in order for the Trust Company to use the Service as your trustee, nominee or fiduciary.

- 5.3 You acknowledge and understand that the identity of the sender and recipient of emails between you and the Bank, including Email Notifications (as defined in subsection 8.5 of this Agreement) are not encrypted and therefore any third party may be aware that a banking relationship exists between you and a Trust Company.
- 5.4 By signing this Agreement, you hereby indemnify the Trust Company against any and all claims that may arise in connection with its general use of the service as your trustee, nominee or fiduciary or that may arise as a result of the Trust Company accepting your request to access and use the Service on a continuing basis or acting upon any of your specific requests sent through the Message Centre. In particular, you confirm that you are fully aware of and willing to assume all risks resulting therefrom and you hereby irrevocably waive any contractual or statutory claims for breach of confidentiality against the Trust Company with respect to the provision of services under this Agreement.

## **6 NO WARRANTIES**

- 6.1 Although the Bank attempts to provide accurate Contents on the Service, we make no representation, endorsement, or warranty that such Contents are accurate and complete or that the Contents or the Service are suitable for any particular purpose. In this regard, you are hereby advised that you should confirm directly with your Private Banker any Contents of the Service on which you plan to rely. **THE SERVICE AND ITS CONTENTS ARE PROVIDED ON AN “AS IS” BASIS. USE OF THE SERVICE AND ITS CONTENTS IS AT YOUR SOLE RISK.**



THE SERVICE AND ITS CONTENTS ARE PROVIDED WITHOUT ANY REPRESENTATIONS, ENDORSEMENTS, OR WARRANTIES OF ANY KIND WHATSOEVER, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES RELATING TO TITLE OR ACCURACY AND ANY IMPLIED WARRANTIES, CONDITIONS OR OTHER TERMS RELATING TO MERCHANTABILITY SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE OR NONINFRINGEMENT, WITH THE SOLE EXCEPTION OF WARRANTIES, CONDITIONS OR OTHER TERMS (IF ANY) WHICH CANNOT BE EXPRESSLY EXCLUDED UNDER APPLICABLE LAW. WE DO NOT GUARANTEE THAT OUR SECURITY PROCEDURES WILL PREVENT THE LOSS OF, ALTERATION OF, OR IMPROPER ACCESS TO, INFORMATION THAT YOU TRANSMIT TO THE SERVICE OR TO THE CONTENTS OF THE SERVICE OR CONFIDENTIAL CLIENT INFORMATION. WE DO NOT GUARANTEE CONTINUOUS SERVICE, SERVICE AT ANY PARTICULAR TIME, THE INTEGRITY OF DATA TRANSMITTED TO OR FROM THE SERVICE OR MAINTAINED ON THE SERVICE, THAT ANY DEFECTS WILL BE CORRECTED, OR THAT THE SERVICE OR THE CONTENTS THAT IT MAKES AVAILABLE ARE FREE FROM VIRUSES OR OTHER HARMFUL COMPONENTS, AND WE MAY DISCONTINUE GENERATING CONTENTS OR PROVIDING THE SERVICE WITHOUT PRIOR NOTICE.

## **7 LIMITATION OF LIABILITY**

7.1 IN NO EVENT WILL THE BANK OR ITS PARENT COMPANIES, SUBSIDIARIES, AFFILIATES, CONTRACTORS, AGENTS, THIRD-PARTY SOURCES OR THEIR RESPECTIVE OFFICERS, DIRECTORS OR EMPLOYEES BE LIABLE FOR ANY CLAIMS, ACTIONS, PROCEEDINGS OR DAMAGES, INCLUDING, WITHOUT LIMITATION LOSS OF PROFITS, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, LOSSES, EXPENSES OR TAXES WHETHER UNDER A CONTRACT, TORT OR ANY OTHER THEORY OF LIABILITY ARISING IN CONNECTION WITH US ACTING ON AN INSTRUCTION WHICH HAS BEEN VALIDLY AUTHENTICATED AS COMING FROM YOU BUT WHICH IN FACT WAS GIVEN BY SOMEONE ELSE, ANY MISUSE OF SYSTEM PROVIDING ACCESS TO THE SERVICE BY YOU OR ANYONE ELSE, YOUR USE OF THE SERVICE OR ITS CONTENTS OR IN CONNECTION WITH ANY FAILURE OF PERFORMANCE, ERROR, OMISSION, INTERRUPTION, DEFECT, DELAY IN OPERATION OR TRANSMISSION, COMPUTER VIRUS, LINE SYSTEM FAILURE, UNAUTHORISED ACCESS TO DATA (INCLUDING CONFIDENTIAL CLIENT INFORMATION), LOSS OF DATA, OR LOSS OF USE RELATED TO THE SERVICE OR ANY THIRD PARTY SITE OR ANY CONTENTS OF THE SERVICE OR ANY THIRD PARTY SITE, EVEN IF THE BANK IS AWARE OF THE POSSIBILITY OF SUCH DAMAGES, EXPENSES OR TAXES, OTHER THAN DAMAGES LIMITED SOLELY TO DIRECT DAMAGES DUE TO THE GROSS NEGLIGENCE OR WILFUL MISCONDUCT OF THE BANK OR ITS PARENT COMPANIES, SUBSIDIARIES, AFFILIATES, CONTRACTORS, AGENTS, OR THEIR RESPECTIVE OFFICERS, DIRECTORS, OR EMPLOYEES. FOR THE AVOIDANCE OF DOUBT NOTHING IN THIS CLAUSE SHALL LIMIT THE BANK'S LIABILITY FOR DEATH OR PERSONAL INJURY





## ARISING FROM THE NEGLIGENCE OF THE BANK OR ITS PARENT COMPANIES, SUBSIDIARIES, AFFILIATES, CONTRACTORS, AGENTS.

- 7.2 To the fullest extent provided by law, you shall indemnify the Bank, its parent companies, subsidiaries, affiliates, contractors, agents, third-party sources and their respective officers, directors or employees (the “Indemnified Parties”) from and against all actions, omissions, negligence, proceedings, claims, demands, damages, losses (including direct, indirect or consequential losses), costs and expenses including all duties, taxes, or other levies and legal costs and other liabilities which an Indemnified Party may incur or suffer from or by reason of your use of the Service.

## **8 DATA SECURITY**

- 8.1 The Bank recognises the importance of protecting the security of your personal information. The information required to register for the Service includes, amongst others, your Client Portfolio-Number, your mobile phone number and email address, the location of your account and the name of your Private Banker. The information you provide to register for the Service, including your mobile phone number and email address, the information regarding your accounts, and the contents of your Message Centre Inbox will be collected and stored on the Service. In the event of a change of your mobile phone number and/or your email address, you must notify your Private Banker to update your contact details prior to your next use of the Service.

Additionally, messages that you transmit to the Bank and that the Bank sends to your Message Centre Inbox will refer to you by Client Portfolio-Number, unless you have included additional identifying information in your message. Your account information will refer to you by Client Portfolio-Number. You agree that we may download certain information in the form of a “cookie” or similar file, which permits us to track your usage of the Service, to your computer in connection with providing the Service to you. The Bank uses an advanced encryption method known as SSL to secure information that you transmit to the Service and information that you view on the Service. In the event that SSL is not available or if you are accessing the Service through a World Wide Web browser that does not supports SSL, you will not be able to use the Service.

Notwithstanding the security procedures described above, you acknowledge that it is possible that information that you transmit to or receive from the Service may be accessed by unauthorised third parties.

- 8.2 In order to access the Service, you will be required to select a Username and Password and provide other information, including but not limited to your mobile phone number and email address, in accordance with the registration instructions set forth on the Service. You represent to us that information that you provide to us in connection with your registration is complete and accurate.
- 8.3 You agree not to share your Username or Password with any person and to take all reasonable precautions to keep your Username and Password confidential and to prevent unauthorised access to the Service and such other necessary security precautions and practices we may advise and communicate to you from



time to time. You must not write your Username and Password on your personal computer or any other access device. Upon the conclusion of each session you must log off from the Service to ensure that no one else can enter into your Portfolio View Account. The Service has been designed so that you may access your Portfolio View Account only upon the entry of your Username and Password. You agree that the use of your Username and Password for the Service is adequate identification of you. We are entitled to act on messages (received via the Service) without obtaining any further written or other confirmation from you. In the event you request for a Password reset from the Bank, your temporary password will be sent to you via your mobile number which has been registered with the Bank. You understand and acknowledge that delivery of your temporary password through your mobile number may be unsecured and unencrypted and may be intercepted by third parties. You agree to take full responsibility for the consequences of any unauthorised access to your Portfolio View Account by any party to whom you have provided your Username and/or Password and for any unauthorised access to your Portfolio View Account as a result of your negligence.

- 8.4 You must notify us immediately by calling your Private Banker if you become aware of (i) the loss or compromise of your Username or Password, (ii) any unauthorised use of your Username or Password, (iii) any inaccuracies in your personal or account information or (iv) any other activity in regard to the Service or your accounts that you consider to be irregular or suspicious.
- 8.5 Further, during or after the registration process, the Service permits you to select whether you wish to instruct the Bank to send an email message to an email address that you have provided to us for the purposes of informing you that you have received a message in your Message Centre Inbox (“Email Notification”) and for receiving notice of Amendments to this Agreement. There may be periods when the availability and delivery of your Email Notification may be disrupted. You understand that Email Notifications and emails between you and the Bank (other than through a Form transmitted through Message Centre) are unsecured and unencrypted and may be intercepted by third parties. If you have elected to have Email Notification, you have the option to terminate Email Notification at any time.
- 8.6 In order to make the Service available to you, the Bank directly or through its affiliates, may (subject to compliance with applicable law) enter into contractual agreements with one or more affiliates of the Bank and the Bank or such affiliate or affiliates may, in turn, enter into contractual agreements with one or more independent third parties. The operation of the Service involves the transmission of information in your Portfolio View Account and its reception and storage on computers operated by the Bank, its affiliates and its or their contractors and agents located throughout the world, including in the United States. You acknowledge and agree that by requesting to register and by using the Service you consent to the transmission of the Confidential Client Information and such personal or proprietary information relating to you over international borders as necessary for processing in accordance with the Bank’s standard business practices.
- 8.7 Contents of the Service and all communications that you send to the Bank, including, but not limited to, those that are sent through the Message Centre, are



subject to monitoring and review by Bank personnel other than your Private Banker and/or Investment Centre personnel, including possibly in some instances, by personnel of parent companies, subsidiaries and affiliates of the Bank, for reasonable business purposes, including surveying the quality of service that you receive to ensure compliance with this Agreement, the Other Bank Agreements, the Rules, applicable law and industry regulations and to maintain the security of the Web site and the Service.

- 8.8 The Bank may (subject to compliance with applicable law) disclose information relating to your Portfolio View Account and your use of the Service to third parties to the same extent that it may disclose other information relating to you and your account or accounts under the Other Bank Agreements, including, without limitation, pursuant to subpoena or other legal or regulatory process or request in any jurisdiction in which such information may be maintained or to which it may be transmitted.
- 8.9 You agree that Confidential Client Information such as your personal information (as defined in subsection 4.2 and described further in subsection 8.1) may be held and processed by the Bank, its affiliates or independent third parties in order to provide the Service to you. You acknowledge that you have received a copy of Standard Chartered Private Bank Data Protection and Privacy Statement ("Privacy Statement") (available at [www.privatebank.standardchartered.com](http://www.privatebank.standardchartered.com)) and have read and understood such Privacy Statement and agree that Confidential Client Information such as your personal data may be held or disclosed in accordance with its terms. You further agree that your personal data may, from time to time, be used for the purpose of supplying you with relevant marketing information from the Private Bank. Should you wish, at any time to change the data protection consent that you are hereby giving, please contact the Bank's relevant Data Protection representative, as described in the Privacy Statement.

## 9 OTHER PROVISIONS

- 9.1 **Copyrights and Other Intellectual Property.** Contents of the Web site and the Service, including the graphics, icons and overall appearance of the Web site and the Service, and the technology used in connection therewith, are either the sole and exclusive property of the Bank, and/or its subsidiaries or affiliates, or are licensed to them. The posting of the Contents of the Web site and the Service and the provision of the Service neither constitutes a waiver or license of any of the Bank's proprietary rights, or of any other party's proprietary rights, including, but not limited to, copyrights, trademarks, servicemarks, patents, and other intellectual property, nor a transfer by implication, estoppel, or otherwise of any such rights or of any license to you or to any third party. Contents of the Web site and the Service are protected by United States and international copyright laws, both as individual works and as a collection, and by United States and international trademark laws. You agree not to delete any copyright, trademark, or similar notice from any Contents you obtain from the Web site or the Service.
- 9.2 **Compliance with Applicable Laws.** The provision of the Service to you shall be subject to all laws, rules, regulations and decisions of any government or other authority applicable thereto ("Applicable Law") and the Bank reserves the right to



review, modify or cancel your Portfolio View Account and the availability of any and all aspects of the Service to you at any time at its sole discretion in order to comply with Applicable Law. The Bank shall have no responsibility if, by reason of Applicable Law in force, from time to time it is prevented or hindered from providing any or all aspects of the Service to you and shall not be liable for any losses, damages, costs or expenses which you may suffer or incur thereby to the extent permitted by law.

- 9.3 **Governing Law and Venue.** This Agreement shall be governed and construed in accordance with the laws of the jurisdiction which is specified in the Other Bank Agreements (“Jurisdiction”) without regard to the conflicts of laws thereof and you irrevocably submit to the jurisdiction of any courts of that Jurisdiction, provided that such jurisdiction, shall not be exclusive.
- 9.4 **Jury Waiver.** The Bank and you irrevocably, voluntarily and knowingly waive any right to a trial by jury in any litigation arising out of or relating to this Agreement; and the Bank and you acknowledge that this jury waiver is a material inducement to the Bank to permit you to enrol in the Service and both the Bank and you acknowledge that no representative of the other party has represented (expressly or otherwise) that the other party would not or might not enforce this jury waiver.
- 9.5 **Severability.** Any provision of this Agreement which is invalid for any reason in any jurisdiction shall be ineffective only to the extent of such invalidity and shall not affect the validity of the remaining provisions hereof or the validity of such provision in any other jurisdiction.
- 9.6 **Notices and Communication.** Except as provided in Section 1 of this Agreement in regard to Amendments to this Agreement, a notice from the Bank with regard to this Agreement shall be deemed to have been given if (i) addressed to you at such address as may be notified to the Bank in writing by you or which appears in the Bank's records as your last known address and shall be deemed to have been given immediately after posting, (ii) delivered to you personally and shall be deemed to have been given to you upon delivery, or (iii) made by telephone or fax and shall be deemed to have been given at the time of transmission. Except as otherwise provided in this Agreement, you should give the Bank any formal notice in connection with the Service in writing (or by such other means as we may notify you from time to time for this purpose). Any complaints in connection with the Service should be directed to your Private Banker or Investment Centre (or by such other means as we may notify you from time to time for this purpose).
- 9.7 **Assignment.** You may not assign or transfer all or any of your rights and obligations under this Agreement without the prior written approval of the Bank. Your successors, heirs, executors and other legal representatives shall remain liable for all acts performed under this Agreement. This Agreement shall operate for the benefit of the Bank and its successors and assigns, notwithstanding any change by way of amalgamation, consolidation or otherwise or any change in the constitution of the Bank or any such successor or assign. Where possible under the laws of the Jurisdiction, the Bank may assign or otherwise transfer, and/or change the branch through which it is acting in respect of all or any of its rights and obligations under this Agreement.



- 9.8 **Entire Agreement.** Except as expressly set out above in Section 1 with respect to the Other Bank Agreements and the Rules, this Agreement contains the entire agreement of the Parties with respect to the Service, and supersedes all prior and/or contemporaneous agreements or understandings, written or oral, between the Parties with respect to Service.
- 9.9 **Fraud.** Nothing in this Agreement excludes either Party's liability for fraudulent misrepresentation or under the tort of deceit.
- 9.10 **Interpretation.** The provisions contained in this Agreement have been arranged in particular sections and paragraphs for convenience only. Any of them shall, where the context permits, apply equally to matters dealt with in other sections or paragraphs. Section headings are for ease of reference only and shall have no legal effect. Where appropriate in this Agreement, the use of the singular shall include the plural. No ambiguity in this Agreement shall be construed against the Bank by reason of the fact that the Bank or its legal counsel drafted such provision.
- 9.11 **Waiver.** Any forbearance or delay by the Bank in exercising any rights, power or remedy shall not be deemed to be a waiver of such right, power or remedy, and any single or partial exercise of any right, power or remedy shall not preclude the further exercise thereof and no course of dealing between you and the Bank nor any waiver in one or more instances shall be deemed a waiver in any other instance. Each of the Bank's rights, powers and remedies shall continue in full force and effect until such rights, powers or remedies are specifically amended or waived in writing by the Bank.

## 10 TERMINATION

- 10.1 Nothing in this Agreement shall impose any obligation on the Bank to provide the Service to you and the Bank may terminate this Agreement at its absolute discretion upon notice to you of at least 7 calendar days. However, the Bank reserves the right to terminate this Agreement without prior notice to you in exceptional circumstances, including but not limited to: (a) any breach of the terms of this Agreement on your part or on the part of any person authorised to act on your behalf; (b) in order to comply with any applicable law or regulatory request; or (c) where you cease to be a client of the bank for the purposes of this Agreement. For avoidance of doubt, this Agreement will terminate if your Other Bank Agreements are terminated.
- 10.2 You may terminate this Agreement at any time by providing written notice to your Private Banker.
- 10.3 Termination of this Agreement will not affect any rights or obligations, which may already have arisen between you and the Bank.

## NOTICE TO SWITZERLAND CLIENTS (As required by Swiss law)



**This Section is only applicable to Clients who maintain an account with Standard Chartered Bank (Switzerland) SA (“SCBS”).**

As a client of SCBS, in addition to what is stated above, in particular those Sections that discuss the responsibilities, liabilities and warranties of the Bank, you should be aware of and accept the following:

**Swiss Banking Secrecy (WAIVER):**

By entering into this Agreement, you understand and agree that information related to your banking relationship with SCBS is transmitted outside of Switzerland using an advanced encryption method known as SSL. However, you understand and acknowledge that Swiss banking secrecy cannot be safeguarded even if you are located in Switzerland.

By providing your email address in connection with your entering in the Service, you acknowledge and understand that the identity of the sender and recipient of emails are not encrypted and therefore any third party may be aware that a banking relationship between you and SCBS exists.

By entering into this Agreement, you confirm that you are fully aware of and willing to assume all risks resulting therefrom and you hereby **irrevocably waive your rights to benefit from the protection of Swiss banking secrecy** at the entire discharge of the Bank with regard to all services provided under this Agreement.

**Data Protection:**

By entering into this Agreement, you understand and agree that personal and confidential data related to your banking relationship with SCBS **may not be maintained exclusively in SCBS offices in Geneva** and may be transmitted outside Switzerland into countries where the protection of data may not be equivalent to the level of protection in Switzerland.

The data you supply us when registering or using the services provided under this Agreement will only be used for the limited purpose of implementing and providing the Service. In particular, such data will not be shared with affiliates and/or third parties for marketing purposes.

**Contact/Instructions by Telephone, Email and Through the Service:**

You specifically agree that SCBS may contact you directly by telephone as it is foreseen in this Agreement or by email if you elect to have Email Notification or provide an email address in connection with your registration in the Service. You understand and agree to assume all risks ensuing therefrom, in particular the possible discovering by a third party of the existence of a banking relationship between you and SCBS, at the entire discharge of the Bank.

You acknowledge that you are not authorized to give instructions by regular electronic mailing systems (emails).





With regard to the execution of instruction by SCBS following your use of the Service as it is foreseen in this Agreement, you declare that you will not invoke lack of written confirmation.

#### **Miscellaneous:**

Under section 2.2 a message that confirms a previous verbal instruction is considered as having the same effect as a document with the client's written signature on it.

The last sentence of section 3.6 is deleted and replaced with the following sentence: *"You accept responsibility for all unauthorised access to the Message Centre by third parties using the Message Centre by means of your Username and Password whether or not there is negligence on your part."*

Section 3.8 (including sub-sections 3.8.1 to 3.8.3) is deleted and replaced with the following sentence: *"You will be held liable for all losses, damages, actions, proceedings, costs and expenses due to unauthorised use of the Service or any instruction that is not authorised by you but is given using your Username or Password."*

The last sentence of section 8.3 is deleted and replaced with the following sentence: *"You agree to take full responsibility for the consequences of any unauthorised access to your Portfolio View Account by any third party whether or not there is negligence on your part."*

Section 9.4 of this Agreement (Jury Waiver) is not applicable to a client maintaining an account with SCBS.

Section 9.6 of this Agreement (Notices and Communication) in particular will not prevail. Notices and Communication under this Agreement will be addressed as any correspondence according to the Other Bank Agreements. However, Notice of amendment to this Agreement can be effected as stated under section 1.2 being specified that Notice of Amendment effected by mail is to be sent as any correspondence according to the Other Bank Agreements.

The General Terms of Business Conditions of SCBS (as amended from time to time), a copy of which the client has received, read and accepted, in particular the Special Terms of Business for Client Directed Investment Services, the provisions relating to the Outsourcing organisation, the provisions relating to the right of pledge and set-off of SCBS, the law applicable and the venue for debt collection and jurisdictional purposes, as well as the special regulations issued by SCBS for certain kinds of transactions and the pertinent usage, shall also apply.

#### **NOTICE TO SINGAPORE CLIENTS (As required by Singapore Law)**

**This section is applicable to clients who maintain an account with Standard Chartered Bank, Singapore ("Singapore Clients")**

**ENHANCED SECURITY FOR THE PORTFOLIO VIEW AND MESSAGING FEATURES**



Further to subsection 8.3, clients maintaining an account with Singapore will experience an additional layer of security, Second Factor Authentication (2FA), after login to the Service. Clients will be required to enter a One Time Password (OTP) in order to access detailed account information. OTP is a unique randomly generated password that identifies the client when the Service is being accessed. OTP will be transmitted via the client's mobile phone number that has been registered with the Bank or via token or such other means as the Bank may otherwise select or agree.

#### **CONTRACTS (RIGHTS OF THIRD PARTIES) ACT**

The Indemnified Parties may enforce subsection 7.2 of this Agreement subject to and in accordance with the provisions of the Contracts (Rights of Third Parties) Act, Chapter 53B of Singapore (the "Contracts (Rights of Third Parties) Act"). Except as provided herein, a person who is not a party to this Agreement has no right under the Contracts (Rights of Third Parties) Act to enforce any term of this Agreement but this does not affect any right or remedy of a third party which exists or is available apart from the Contracts (Rights of Third Parties) Act.

#### **DISCLOSURE OF INFORMATION**

Nothing in this Agreement, either expressly or by implication, creates or is to be construed as an express or implied agreement by the Bank with you for a higher degree of confidentiality than that prescribed in Section 47 of and the Third Schedule to the Banking Act, Chapter 19 of Singapore. This rights to disclose information conferred on the Bank in this Agreement shall be in addition to and shall not be in any way prejudiced or affected by any other agreement, expressed or implied, between you and the Bank in relation to any Confidential Client Information nor shall any such other agreement in any way be prejudiced or affected by this Agreement.

#### **NOTICE TO UNITED KINGDOM CLIENTS (As required by UK Law)**

Standard Chartered Bank ("SCB") is incorporated in England with limited liability by Royal Charter in 1853 (Reference Number ZC18). Its principal office is situated in England at 1 Aldermanbury Square, London, UK EC2V 7SB. SCB is authorised and regulated by the Financial Services Authority ("FSA"). SCB London has its consumer banking office at 1 Basinghall Avenue, London EC2V 5DD, and is an authorised person for the purposes of the Financial Services and Markets Act 2000 (FSMA) and is authorised and regulated by the FSA and is entered into the FSA register under number 114276.



## **SIGNATURE PAGE**

### **INSTRUCTIONS:**

To activate the Portfolio View Account:-

- a. All clients are to provide their mobile phone number and email address in the space provided.
- b. All clients must sign the Signature Page under the heading "For All Clients." Clients who maintain accounts with Standard Chartered Bank (Switzerland) SA must additionally sign the applicable section of the Signature Page.
- c. Clients who wish to use the service to send original instruction messages to their Private Banker and Investment Centre, as per Section 3 of this Agreement amongst others, must additionally sign the applicable section of the Signature Page.
- d. All clients are to print and sign the User Agreement Signature Page and return it to the Investment Centre affiliated with the Client Portfolio-Number they are registering with in accordance to the following Signature Page Fax / Mailing Instructions below. Please attention the document to the **Document Custodian**.

### **Signature Page Fax / Mailing Instructions**

#### **By Mail or Fax:-**

##### **Hong Kong**

Standard Chartered Bank (Hong Kong) Limited

##### **Singapore**

Standard Chartered Bank

##### **United Kingdom**

Standard Chartered Bank

#### **By Mail Only:-**

##### **Switzerland**



Standard Chartered Bank (Switzerland) SA

**For All Clients:**

I/We hereby expressly acknowledge that I/we authorise Standard Chartered Private Bank to use my/our details stated below in accordance to this Agreement and/or for the purposes of the Service.

Client(s) Email Address:

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Client(s) Mobile Phone Number:

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Please note that mobile phone numbers should be entered with the country code and area code (when applicable).

IN WITNESS WHEREOF, this Agreement has been executed as of the date set out below.

**For All Clients:**

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DATE	PRINT NAME	SIGNATURE	CLIENT PORTFOLIO-NUMBER
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INVESTMENT CENTRE LOCATION

**For Accounts Requiring More Than One Signature:**

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DATE	PRINT NAME	SIGNATURE	CLIENT PORTFOLIO-NUMBER
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DATE                      PRINT NAME                      SIGNATURE                      CLIENT PORTFOLIO-NUMBER

**For Switzerland Clients Only:**

I hereby expressly acknowledge that I have read and understand the Notice to Switzerland Clients (the "Switzerland Notice") and agree that the Switzerland Notice in conjunction with this Agreement shall govern and control my use of the Service.

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DATE                      PRINT NAME                      SIGNATURE                      CLIENT PORTFOLIO-NUMBER

**For Clients Specifically Requesting Authorisation to use Message Centre to Send Authenticated, Original Instruction Messages to the Private Bank:**

I hereby expressly acknowledge that I have read and understand Section 3 of this Agreement and agree that this Agreement shall govern and control my use of the Service.

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DATE                      PRINT NAME                      SIGNATURE                      CLIENT PORTFOLIO-NUMBER

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INVESTMENT CENTRE LOCATION