



Dear Client,

Collection and Use of Personal Data

Thank you for choosing Standard Chartered Bank.

For the purposes of securing or continuation of the banking services provided by us, you/your company may need to, from time to time, collect and supply to us the personal data of, including but not limited to and where applicable, any of your direct and indirect beneficial owners, directors, officers (including but not limited to managers, authorized signatories, contact persons and company secretary), guarantors, security providers, employees, agents and authorised persons, any person named in or who executes an application form or a set-up form, shareholders, sole proprietors, partners, or persons specified by Standard Chartered Bank as such (the “Data Subjects”).

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

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

Standard Chartered Bank (Hong Kong) Limited

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

Standard Chartered Bank (Hong Kong) Limited (the “Bank”)

Notice to customers and other individuals relating to the Personal Data (Privacy) Ordinance (“Ordinance”) and the Code of Practice on Consumer Credit Data

Protecting your personal data

Your personal data is important to us, and we want to make sure you know how we use and protect it. Personal data is information that either identifies you or is about you as an individual. In this privacy notice, we’ll explain how we collect, share, and process your personal data. We’ll also tell you about your rights and how you can exercise them. From time to time, we may also provide you where relevant, with additional privacy information in a separate notice for specific channels, products, services, businesses and activities.

In this privacy notice, “we”, “us” or “our”, refers to the Standard Chartered Group branch, subsidiary or legal entity operating under the Standard Chartered brand you interact with either directly or indirectly that processes your personal data and decides how it is collected and used. Standard Chartered Group means each of, or collectively, Standard Chartered PLC, its subsidiaries and affiliates, including each branch or representative office. Please refer to the ‘How to get in touch’ section of this privacy notice for details of the relevant Standard Chartered Group member(s) providing this privacy notice.

Some of our affiliates’ websites have their own brand identity and their own separate privacy notices to provide relevant information for specific products and services they provide. You should refer to the relevant privacy notices as directed by those affiliates in relation to how they use your personal data. This privacy notice does not apply to third-party websites where our online advertisements are displayed or to linked third-party websites we do not operate or control. These websites should have their own privacy notices, which you can read to understand how they collect and process your personal data and your rights.

We’ll update this privacy notice from time to time. You can find the current version date listed at the end of this privacy notice. If you have any questions or concerns about your personal data, please don’t hesitate to get in touch (you can find our details under ‘How to get in touch’ below).

What types of personal data do we collect?

We may collect the following types of personal data about you. In this privacy notice, “You” refers to you as an individual, as relevant if you are:

- a personal banking client;
- a representative of, or an individual directly or indirectly related to or associated with: (i) a company, business or organisation that is our personal banking client; or (ii) a person or a company, business or organisation that has a relationship with our personal banking client; or
- a representative of, or an individual directly or indirectly related to or associated with: (i) a company, business or organisation that is our business or corporate banking client; or (ii) a person or a company, business or organisation that has a relationship with our business or corporate banking client.

In addition, “You” has the same meaning as a “data subject” (defined below).

If you give us someone else’s personal data, you must have their permission and explain to them how we’ll use it.

We may collect the following types of personal data about you, as relevant and permitted or required by applicable law:

- **Identification data** – information that identifies (uniquely or semi uniquely) you. For example, your name, your date of birth, your gender, your user login credentials, your photographs, CCTV and video recordings of you and other identifiers, including official/government identifiers such as national identification number, passport number and tax identification number;
- **Contact data** – information that allows addressing, sending or communicating a message to you. For example, your email address, your phone or mobile number and your residential or business address;
- **Professional data** – information about your educational or professional background;
- **Geo-location data** – information that provides or contains a device’s location. For example, your internet protocol (“IP”) address or your cookies identifier;
- **Behavioural data** – analytics information that describes your behavioural characteristics relating to your use of our products and services. For example, usual transactional activities, your browsing behaviour on our websites and how you interact as a user of our products and services, or those provided by third-party organisations, such as our advertising partners and social media platform providers;
- **Personal relationship data** – information about associations or close connections between individuals or entities that can determine your identity. For example, spouse or employer relationships;
- **Communications data** – information relating to you contained in voice, messaging, email, livechats and other communications we have with you. For example, service requests;
- **Financial and commercial data** – your account and transaction information or information that identifies your financial position and background, status and history as necessary to provide relevant products and services. For example, your debit or credit card details, your source of funds, your financial and credit rating history;
- **Biometric data** – information that identifies you physically. For example, facial recognition information, your fingerprint or voice recognition information;
- **Health data** – information relating to your health status. For example, disability information relevant to accessibility;
- **Criminal convictions, proceedings or allegations data** – information about criminal convictions or related information that we identify in relation to our financial crime prevention obligations, for example, details about any criminal convictions or related information. This includes details of offences or alleged offences or convictions.

We often collect personal data directly from you, but we may also obtain your personal data from other sources as necessary, depending on the relevant products and services that we are providing, including from:

- **People you know** – such as:
 - o parents or guardians of minors. If you are a minor (normally this means if you are under 18 years old, but this might be younger depending on where you live). We will get your parent or guardian’s consent before collecting, using or sharing your personal data;
 - o your joint account holders;

- o your referees; and
- o other people you appoint to act on your behalf;
- **Businesses and other organisations** – such as:
 - o your employer and/or company, business or organisation you represent or is related to you;
 - o other financial institutions and financial service providers;
 - o strategic referral partners, including business alliance, co-branding partners or other companies or organisations that the Standard Chartered Group cooperates with based on our contractual arrangements or other joint ventures to provide relevant third-party products and services;
 - o credit bureaus or credit reference agencies, credit protection providers, rating agencies, debt collection agencies, fraud prevention agencies and organisations (including credit reference agencies approved for participation in the Multiple Credit Reference Agencies Model) ;
 - o service partners, such as advertising and market research companies and social media platform providers;
 - o regulatory and other entities with authority over the Standard Chartered Group, such as tax authorities, law enforcement or authorities imposing financial sanctions;
- **Our corporate and business clients** – where you receive the benefit of our services in relation to our contract with the company, business or organisation you interact with. For example, resolving payment disputes with our merchant clients;
- **Publicly available resources** – such as online registers or directories or online publications, social media posts and other information that is publicly available;
- **Cookies** – when you visit, browse, or use our websites, online banking or mobile applications, we may use cookies to automatically collect certain information from your device. We may use such information, where relevant, for internal analysis and troubleshooting, to recognise you and remember your preferences, to improve the quality of and to personalise our content and to determine the security status of your account. For more information on how we use cookies and how you can control them when visiting our websites, please see our Cookie Policy.

Why do we collect your personal data?

We collect your personal data so that we can provide our products and services, manage our relationship with our clients and operate our business. This is necessary when you hold your own bank account with us and also when you represent, or are associated with, other individuals, companies, businesses or organisations who bank with us, for example, if you act as a guarantor, employee, shareholder, director, officer or authorised person.

If you have or are associated with more than one account with Standard Chartered Group, we may link all your accounts and personal data to enable us to have an overall picture of our client relationships.

What we use your personal data for is often referred to as our purposes of processing. We do this by prior notification of the purposes of processing, with your consent where required by law, or where otherwise permitted or required by applicable law. We may not be able to offer or provide facilities, products and services if you do not provide us with or do not want us to process the personal data that we consider is necessary and/or is required to meet our legal and regulatory obligations.

Purposes of Processing

We process your personal data for the following purposes, as necessary to provide relevant products and services, depending on whether you have your own bank account with us or you represent, or are associated with, other individuals, companies, businesses or organisations who bank with us.

Assessing and providing products and services to our clients

This includes:

- assessing eligibility, merits and/or suitability of products and services offered by us or any member of Standard Chartered Group and process applications for clients; we may retain a record of the application if our eligibility criteria are not met;
- assessing your suitability as an individual guarantor;
- conducting relevant due diligence and know-your-customer (“KYC”) checks as required by applicable law;
- conducting credit checks (whether in respect of an application for, or modification of the terms of our products or services or during regular or special review which normally will take place once or more each year) and financial assessments as required by applicable law and regulations;
- setting credit limits for clients;
- obtaining quotations, assisting with applications and interacting with strategic referral partners on behalf of clients for co-branding and other third-party products and services, such as insurance and wealth management products;
- opening accounts.

Managing banking relationships and administering client accounts

This includes:

- establishing, continuing and managing banking relationship and account with us or, where applicable, any member of the Standard Chartered Group;
- providing clients with appropriate access to our products and services, such as our online and mobile banking platforms;
- operating, providing, reviewing and evaluating facilities, products and services offered by or through us or any member of Standard Chartered Group to fulfil our contractual obligations with clients for facilities, products and services;
- effecting and verifying transactions and acting on instructions or requests, such as transferring money between accounts and making payments to third parties for clients;
- maintaining up-to-date records of authorised persons and signature lists;
- maintaining statements detailing the amount of indebtedness owed to or by you;
- administering, for example, credit facilities or loans for clients;
- maintaining contact information;
- responding to questions or managing any complaints, including monitoring social media conversations and posts to identify conversations, sentiments, and complaints about the Standard Chartered Group;

- issuing notifications about changes to the terms and conditions of our products and services;
- recording our communications for record-keeping and evidential purposes including online messages, email and telephone;
- contacting clients relating to the products and services we are providing;
- facilitating open banking for clients, including with account information service providers.

Operating our business

This includes:

- managing authentication and user access controls for clients, for example, for online and mobile banking;
- audits of our business operations;
- creating and maintaining our credit scoring models relating to clients;
- conducting relevant credit management activities, which includes maintaining client credit history for present and future reference, updating credit bureaus and credit reference agencies and ensuring ongoing credit worthiness and credit checks;
- assisting other credit providers in Hong Kong approved for participation in the Multiple Credit Reference Agencies Model to conduct credit checks and collect debts;
- assisting other banks and third parties recover funds that have entered client accounts as a result of erroneous payments;
- engaging in business operational management, such as performing administrative tasks relating to the products and services we provide, monitoring and reporting of our financial portfolio, risk management activities, audits and ensuring operation of our communications and processing systems, systems development and testing, business planning and decision-making.

Improving our products and services to our clients

This includes:

- developing, testing and analysing our systems, products and services;
- monitoring and recording our communications with you, for example, phone calls, for training and quality purposes;
- conducting market research and customer satisfaction surveys;
- designing our products and services for your use, for example credit cards;
- conducting marketing in relation to our products and services;
- managing, monitoring and assessing the performance of any agent, contractor or third-party service provider who provides administrative, telecommunications, computer, payment or securities clearing or other services to us in connection with the establishment, operation, maintenance or provision of our products and services;
- conducting demographic analytics and gathering insights by aggregating data such as behavioural data from the use of our products and services and our applications to provide you with more tailored products and services.

For further information on direct marketing, please refer to 'When do we conduct direct marketing?' section of this privacy notice.

Keeping you and our people safe

This includes:

- conducting identity verification security checks for building access;
- using CCTV surveillance recordings at our branches, premises and ATMs for the purposes of preventing and detecting fraud and/or other crimes, such as theft;
- investigating and reporting on incidents or emergencies on our properties and premises;
- for the security of our systems and networks in order to keep your data safe and confidential;
- for other health and safety compliance purposes;
- monitoring social media conversations and posts to protect clients from sharing data publicly that could be used for fraud.

Detecting, investigating and preventing financial crimes

This includes:

- meeting or complying with Standard Chartered Group policies, including identifying individuals and performing investigative procedures, measures or arrangements for sharing data and information within the Standard Chartered Group;
- any other use of data and information in accordance with any group-wide programmes for compliance with sanction or prevention or detection of money laundering, terrorist financing or other unlawful activities;
- conducting identity verification security checks against government and other official centralised databases, as required by law;
- monitoring and recording our voice and electronic communications and screening applications and transactions in connection with actual or suspected fraud, financial crime or other criminal activities, for example to detect unusual transaction behaviour;
- recording and monitoring voice and electronic communications with us, to the extent permitted by applicable law, to ensure compliance with our legal and regulatory obligations and internal policies;
- conducting checks against government and non-government third parties' fraud prevention and other financial crime prevention databases to prevent money laundering, terrorism, fraud and other financial crimes, to protect you, our clients and the integrity of the financial market. A record of any fraud or money laundering risk will be retained by the fraud prevention agencies and may result in others refusing to provide services or employment to you.

Complying with applicable laws, regulations and other requirements

This includes:

- meeting or complying with Standard Chartered Group policies, including identifying individuals and performing investigative procedures, measures or arrangements for sharing data and information within the Standard Chartered Group;

- meeting or complying with (contractual or otherwise) any relevant local and foreign law, regulations, rules, directives, judgments or court orders, requests, guidelines, best or recommended practices, government sanctions, embargo, reporting requirements, restrictions, demands from or agreements with any authority (including domestic or foreign tax authorities), court or tribunal, law enforcement agency, or self-regulatory or industry bodies or associations of financial services providers, exchange body in any relevant jurisdiction where the Standard Chartered Group operates;
- sharing personal data relating to your personal bank account with a local tax authority in accordance with applicable law or regulations. The local tax authority may share or may require us to share such information with other overseas tax authorities in accordance with applicable law or regulations (for example, tax law and regulations relating to automatic exchange of financial account information). We may need to collect extra information from you for such purpose to comply with applicable law or regulations.

Exercising Standard Chartered Group's legal rights and conducting legal proceedings

This includes:

- tracing and exercising our rights and protecting ourselves against harm to our rights and interests;
- retaining records as may be necessary as evidence for any potential litigation or investigation;
- recovering debts and arrears;
- conducting litigation to enforce our rights or the rights of any other member of the Standard Chartered Group obtaining professional advice;
- investigating or making an insurance claim;
- responding to any insurance related matter, action or proceeding;
- defending or responding to any current or prospective legal, governmental or quasi-governmental, regulatory, or industry bodies or associations related matter, action or proceeding or for establishing, exercising or defending legal rights.

Facilitating Standard Chartered Group mergers, acquisitions, and divestments

This includes:

- evaluating our business and providing continuity of services to you after a transfer of our business as a result of a merger, acquisition, sale or divestment;
- enabling an actual or potential assignee of all or any part of our business and/or asset or participant or sub-participant of our rights in respect of the data subject, to evaluate the transaction intended to be the subject of the assignment, participation or sub-participation.

When do we conduct direct marketing?

We may sometimes, and with your consent as required by applicable law, use your personal data in direct marketing. In this connection, please note that:-

- (i) your name, contact details, products and services portfolio information, transaction pattern and behaviour, financial background and demographic data of you held by us from time to time may be used by us in direct marketing;
- (ii) the following classes of services, products and subjects may be marketed:
 - news, offers and promotions about our or other Standard Chartered Group products and services;
 - financial, insurance, fiduciary, investment services, credit card, securities, investment, banking and related services and products;
 - reward, loyalty or privileges programmes and related services and products;
 - products and services offered by our co-branding partners (the names of such co-branding partners can be found in the application form(s) for the relevant products and services, as the case may be);
 - charitable and/or non-profit making donations, sponsorships and contributions;
- (iii) the above services, products and subjects may be provided or (in the case of donations and contributions) solicited by us and/or:-
 - any member of the Standard Chartered Group;
 - third party financial institutions, insurers, credit card companies, securities and investment, mobile wallets & digital payment services providers;
 - third party reward, loyalty, co-branding or privileges programme providers;
 - co-branding partners of the Bank and/or any member of the Standard Chartered Group (the names of such co-branding partners can be found in the application form(s) for the relevant services and products, as the case may be); and
 - charitable or non-profit making organisations.

In addition to marketing the above services, products and subjects ourselves, we also intend to provide your personal data to all or any of persons described in paragraph (iii) under the same section for use by them in marketing those services, products and subjects, and we require your written consent (which includes an indication of no objection) for that purpose.

We may conduct market research using demographic and insights analytics by aggregating the personal data that we hold about you to provide you with marketing communications, which are more relevant and tailored for you.

We may share limited information about you with social media platform providers we engage with for the purpose of online social media advertising where you have permitted us and the social media platform provider(s) to use cookies that support our marketing on these platforms. For example, to check whether you have an account with social media platform providers, so we can ask them to display more relevant marketing communication messages to you about our products and services or to exclude you from receiving advertisements for our products and services which you already use.

For more information on how we use cookies in relation to marketing, please see our Cookie Policy.

Where we may receive money or other property in return for providing personal data to other persons mentioned above, we are required to inform you prior to doing so collecting your consent or no objection before disclosing your personal data for such marketing purposes.

You may withdraw your consent or opt-out from receiving such marketing communications or providing to other persons your data for use in direct marketing as described above in accordance with your rights by contacting us using the details in the 'How to get in touch' section below without charge.

When do we use automated decision-making?

We may use the personal data we collect to conduct data analytics, including profiling and behavioural analysis, to make quicker automated

decisions in our business operations and to evaluate your personal characteristics to predict outcomes and risks. We require that rules followed by such automated systems are designed to make fair and objective decisions. We may use artificial intelligence and machine learning to help improve our communications and client experience, make our business operational processes safer and more efficient and enable us to provide faster responses and improve turnaround time. For example, we may use automated decision-making for the following:

- Client digital onboarding processes - account opening approval processes using electronic Know-Your-Customer (eKYC) checks by verifying the authenticity of scanned identification documents and a photo through biometric facial recognition and liveness check;
- Operational efficiency - voicebots for call centre identification verification;
- Client engagement - client marketing campaigns and communications to recommend more tailored products and services based on insights from your personal data and your interactions with robo advisors and chatbots;
- Risk management - monitoring of accounts and transactions to detect unusual activities to prevent fraud or money laundering, terrorism and other financial crimes (for example, detecting whether the use of your credit card may be fraudulent) and approval of loan applications and credit decisions based on credit-scoring models.

For further information on your rights in relation to automated decisions that affect you, please refer to the 'What are your personal data protection rights?' section.

Who may we share your personal data with?

We may share your personal data within the Standard Chartered Group. Standard Chartered Group may share your personal data for the purposes of processing as set out in this privacy notice, including with our service providers, our business partners, other third parties and as required by law or requested by any authority. Who these are depends on your interactions with us as an individual.

We limit how, and with whom, we share your personal data, and take steps to ensure your personal data is kept confidential and protected when we share it. We may share your personal data for our purposes of processing with the following, where relevant and allowed by law:

- **Other members of the Standard Chartered Group**
- **Authorised third parties**
 - o legal guardians, joint account holders, actual or intended guarantors/sureties, trustees, beneficiaries, executors, or authorised persons of our clients, any actual or potential participants or sub-participants in relation to any of our obligations in respect of any banking agreement, assignees, novatees or transferees (or any officers, employees, agents or advisers of any of them);
 - o any other person you have authorised us by your consent to share your personal data with.
- **Third parties that can verify your information**
 - o credit bureaus or credit reference agencies (including the operator of any centralised database used by credit reference agencies), credit protection providers, rating agencies, debt collection agencies, fraud prevention agencies and organisations;
 - o other non-government third parties that conduct financial crime prevention databases checks to prevent money laundering, terrorism, fraud and other financial crimes.
- **Our service partners**
 - o professional advisers, such as auditors, legal counsel, conveyancers and asset valuation specialists;
 - o insurers or insurance brokers;
 - o service providers, such as operational, administrative, data processing and other technology service providers, including anyone engaged or partnered with to analyse and facilitate improvements or enhancements in Standard Chartered Group's operations or provision of products and services;
 - o providers of professional services, such as market researchers, forensic investigators and management consultants;
 - o advertising companies and social media platform providers;
 - o third-party product providers including, for example, securities and investments providers, fund managers and insurance companies;
 - o third-party service providers, such as telemarketing and direct sales agents and call centres.
- **Strategic referral partners**
 - o business alliance, co-branding partners or other companies or organisations that the Standard Chartered Group cooperates with based on contractual arrangements or other joint ventures to provide relevant third-party products and services;
 - o charitable and non-profit organisations.
- **Other financial services organisations**
 - o other banks and financial services providers you have chosen to provide your information to that is held by us in connection with the provision of services to you by those other banks and financial service providers;
 - o other financial institutions, such as merchant banks, correspondent banks or national banks;
 - o market infrastructure providers and securities clearing providers;
 - o payment service providers, including mobile wallet and digital payment service providers, merchants, merchant acquiring companies, credit card companies, payment processors and card association members, payment-initiation and card-based payment instrument service providers such as VISA and Mastercard;
 - o account information service providers;
 - o any financial institution and merchant acquiring company with which you have or propose to have dealings.
- **Government authorities, law enforcement agencies and others**
 - o as required by law or as requested by any authority, which includes any government, quasi-government, regulator, administrative, regulatory or supervisory body, court, tribunal, law enforcement agency, exchange body or domestic or foreign tax authorities, having jurisdiction over any Standard Chartered Group member whether within or outside your jurisdiction and whether or not that Standard Chartered Group member has a relationship with you
 - o self-regulatory or industry bodies or associations of financial services providers in any relevant jurisdiction where the Standard Chartered Group operates.
- **Other third parties**
 - o the company, business or organisation, as applicable, that you represent or is related to you;
 - o third parties in case of a merger, acquisition or divestment: if we transfer (or plan to transfer) or assign any part of our business or assets. If the transaction goes ahead, the interested party may use or disclose your personal information in the same way as set out in this privacy notice, and subsequently notify you of any changes they may make in terms with confidentiality how they process your personal data
 - o any other person under a duty of confidentiality to us, including any other members of the Standard Chartered Group, which has undertaken to keep such information confidential.

Where do we transfer personal data?

Your personal data may be processed, kept, stored, shared, transferred or disclosed by us within the Standard Chartered Group or with other third parties* for the purposes described in this privacy notice. We do this in order to operate effectively, efficiently and securely in facilitating transactions and providing products and services to our clients, to improve and support our processes and business operations and to comply with our legal and regulatory obligations. This may involve processing, keeping, storing, sharing, transferring or disclosing your personal data locally or cross border to other jurisdictions, which may be subject to relevant local practices and laws, rules and regulations including right of access available to the overseas authorities.

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

Where recipients of personal data are in jurisdictions that are outside Hong Kong, and local laws may not have similar data protection laws as Hong Kong, we will take all reasonable steps necessary to ensure that your personal data has an appropriate adequate level of protection and safeguards to comply with applicable law, for example, by using Recommended Model Contractual Clauses issued by the Office of the Privacy Commissioner for Personal Data ("PCPD").

How do we protect your personal data?

We take the privacy and security of your personal data very seriously. To protect your data, we have put in place a range of appropriate technical, physical and organisational measures to safeguard and keep your personal data confidential, for example, by using contracts with appropriate confidentiality, data protection and security terms in our arrangements with third parties. Standard Chartered Group has implemented information security data privacy policies, including incident management and reporting procedures, rules and technical measures to protect personal data and to comply with legal and regulatory requirements. We train and require staff who access your personal data to comply with our data privacy and security standards. We require our service providers, or other third parties we engage with and to whom we disclose your personal data to implement similar confidentiality, data privacy and security standards and measures when they handle, access or process your personal data.

How long do we keep your personal data?

For the purposes described in this privacy notice, we keep your personal data for business operational or legal reasons while you engage with us and may retain your personal data for a period of time afterwards, depending on the type of personal data, in accordance with our data retention policy standards and as required by applicable law or regulations. We will take steps to delete, anonymise, destroy and/or stop using personal data when we no longer need it.

What are your personal data protection rights?

We respect your personal data, and you have the following rights about how we use your information:

- **Your right to access your data:** You have the right to check whether we hold data about you and request a copy of the data.
- **Your right to correct your data:** If your personal details have changed, or you believe we have incorrect or out of date information about you, you can ask us to update it.
- **Your right to change or withdraw consent:** We may sometimes ask for your consent to process your personal data. If you change your mind, let us know. However, we may not be able to provide our products and services or engage with you without certain personal data.
- **Your right to withdraw from direct marketing:** You can withdraw your consent or object to receiving invitations to surveys and marketing communications at any time.

We will respond to requests to exercise your personal data rights in line with applicable law. We may ask you to verify your identity before processing your request. If you have any questions about your rights, please contact us using the details below.

How to get in touch

The following Standard Chartered Group companies act as the data user (sometimes known as controller in other jurisdictions) responsible for processing your personal data in Hong Kong:

Standard Chartered Bank (Hong Kong) Limited

The person to whom requests for access to or correction of data held by us, or for information regarding our data policies and practices and kinds of data held by us are to be addressed is as follows:

The Data Protection Officer
Standard Chartered Bank (Hong Kong) Limited
GPO Box 21
Hong Kong

In accordance with the terms of the Ordinance, we may charge a reasonable fee for the processing of any data access request. If you have any questions about this privacy notice or would like to exercise any of your personal data protection rights, please do not hesitate to contact either your relationship manager or our designated hotline +852 2886 6023.

Got a complaint?

If you have any concerns or complaints about how we're using your personal data, please talk to us. You can contact the branch or your relationship manager or get in touch with our Data Protection Officer. You can also contact the Office of the Privacy Commissioner for Personal Data (PCPD) at <https://www.pcpd.org.hk>.

Cookies

Please see our separate Cookie Policy.

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

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

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

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

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

Hong Kong means the Hong Kong Special Administrative Region.

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

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

Other Terms and Conditions

There may be specific terms and conditions in our banking and product agreements that govern the collection, use and disclosure of your personal data. Such other terms and conditions must be read in conjunction with this privacy notice.

In the case of discrepancies between the English and Chinese versions of this privacy notice, the English version shall apply and prevail.

This privacy notice was updated on 1 September, 2025.

ANNEX 1: Personal Data (Privacy) Ordinance Code of Practice on Consumer Credit Data

If you apply for, have or have had a loan (including a mortgage) with us, we may provide your personal data to credit reference agencies approved for participation in the Multiple Credit Reference Agencies Model, or in case of default, debt collection agencies. The credit reference agencies will use it to compile a count of mortgages held by you with credit providers which will be added into centralised consumer credit databases shared between credit providers, to help credit providers assess whether to provide you with credit and collect debts.

With respect to data in connection with mortgages applied by a data subject (in any capacity) on or after 1 April 2011, the following data relating to the data subject (including any updated data of any of the following data from time to time) may be provided by us, on our own behalf and/or as agent, to credit reference agencies:

- full name;
- capacity in respect of each mortgage (as borrower, mortgagor or guarantor, and whether in the data subject's sole name or in joint names with others);
- Hong Kong Identity Card Number or travel document number;
- date of birth;
- correspondence address;
- mortgage account number in respect of each mortgage;
- type of the facility in respect of each mortgage;
- mortgage account status in respect of each mortgage (e.g. active, closed, write-off (other than due to a bankruptcy order), write-off due to a bankruptcy order); and
- if any, mortgage account closed date in respect of each mortgage.

Credit reference agencies will use the above data supplied by us for the purposes of compiling a count of the number of mortgages from time to time held by the data subject with credit providers, as borrower, mortgagor or guarantor respectively and whether in the data subject's sole name or in joint names with others, for sharing in the consumer credit databases of credit reference agencies by credit providers (subject to the requirements of the Code of Practice on Consumer Credit Data approved and issued under the Ordinance).

We may from time to time access the mortgage count held by the credit reference agency(ies) in the course of:

- considering mortgage loan application(s) made by the data subject (in any capacity) from time to time;
- reviewing any credit facility (including mortgage loan) granted or to be granted to the data subject (in any capacity) which is in default for a period of more than 60 days with a view to putting in place any debt restructuring, rescheduling or other modification of the terms of such credit facility by us;
- reviewing any credit facility (including mortgage loan) granted or to be granted to the data subject (in any capacity), where there is in place any debt restructuring, rescheduling or other modification of the terms of such credit facility between us and the data subject consequent upon a default in the repayment of such credit facility for implementing such arrangement;
- reviewing any credit facility (including mortgage loan) granted or to be granted to the data subject (in any capacity), with a view to putting in place any debt restructuring, rescheduling or other modification of the terms of any credit facility initiated by the request of the data subject; and/or
- reviewing, evaluating and modifying terms of any credit facility (including mortgage loan) granted or to be granted to the data subject (in any capacity) from time to time, and reviewing the same with the data subject.

We may from time to time access the mortgage count held by the credit reference agency(ies) in the course of (after 31 March 2013):

- reviewing and renewing mortgage loans granted or to be granted to the data subject (in any capacity); and/or
- considering the application for credit facility (other than mortgage loan) by the data subject (in any capacity other than mortgagor) and/or reviewing or renewing any facility (other than mortgage loan) granted or to be granted to the data subject (in any capacity other than mortgagor), in each case where such facility is in an amount not less than such level or to be determined by a mechanism as prescribed or approved by PCPD from time to time.

In the event of any default of payment relating to an account, unless the amount in default is fully repaid or written off (other than due to a bankruptcy order) before the expiry of 60 days from the date such default occurred, the account repayment data (as defined above) may be retained by credit reference agencies until the expiry of five years from the date of final settlement of the amount in default.

In the event any amount in an account is written-off due to a bankruptcy order being made against a data subject, the account repayment data (as defined above) may be retained by credit reference agencies, regardless of whether the account repayment data reveal any default of payment lasting in excess of 60 days, until the expiry of five years from the date of final settlement of the amount in default or the expiry of five years from the date of discharge from a bankruptcy as notified by the data subject with evidence to the credit reference agency(ies), whichever is earlier.

Without limiting the generality of the foregoing, we may from time to time access the personal and account information or records of a data subject held by the credit reference agency(ies) for the purpose of reviewing any of the following matters in relation to the existing credit facilities granted to a data subject or a third party whose obligations are guaranteed by a data subject:

- an increase in the credit amount;

- the curtailing of credit (including the cancellation of credit or a decrease in the credit amount); and
- the putting in place or the implementation of a scheme of arrangement with the data subject or the third party.

We may have obtained credit report(s) on a data subject from credit reference agency(ies) in considering any application for credit or modification of terms of the credit. In the event a data subject wishes to access the credit report(s), we shall advise the contact details of the relevant credit reference agency(ies).

Under and in accordance with the terms of the Ordinance and the Code of Practice on Consumer Credit Data, you have the following additional rights:

- to ascertain from us our policies and procedures in relation to personal data and to be informed of the kind of personal data held by us and/or you have access to;
- to be informed on request which items of data are routinely disclosed to credit reference agencies or debt collection agencies, and be provided with further information to enable the making of access or correction requests to the relevant credit reference agency(ies) or debt collection agency(ies); and
- in relation to any account data (including, for the avoidance of doubt, any account repayment data) which has been provided by us to a credit reference agency, to instruct us, upon termination of the account by full repayment, to make a request to the credit reference agency to delete such account data from its database, as long as the instruction is given within five years of termination and at no time was there any default of payment in relation to the account, lasting in excess of 60 days within five years immediately before account termination. Account repayment data includes amount last due, amount of payment made during the last reporting period (being a period not exceeding 31 days immediately preceding the last contribution of account data by us to the credit reference agency), remaining available credit or outstanding balance and default data (being amount past due and number of days past due, date of settlement of amount past due, and date of final settlement of amount in default lasting in excess of 60 days (if any)).

Contact us if you would like further details about data which is routinely disclosed to credit reference agencies or debt collection agencies, as well as information on how to make data access or correction requests to these agencies.

We will respond to requests to exercise your rights in relation to personal data in line with applicable laws. You can exercise your rights by contacting us as detailed in the 'How do you Contact Us?' section of this privacy notice.

ANNEX 2 : Transfer of Personal Data Using Application Programming Interface (API)

As per your consent provided in accordance with the Ordinance, we may, in accordance with your instructions to us and/or your instructions provided to other banks or other third party service providers, including other financial service providers, engaged by you, transfer your data to such other banks and/or third party service providers using an API for the purposes that we or your other banks or third party service providers have notified to you.

ANNEX 3 : China Personal Information Protection Law (PIPL)

Insofar as the Personal Information Protection Law of the People's Republic of China ("PIPL") is applicable to our process and/or use of your data, this PIPL Annex supplements the Hong Kong privacy notice/PICS.

Sensitive Personal Information

Sensitive personal information refers to the personal information that is likely to result in damage to the personal dignity of any natural person or damage to his or her personal or property safety once disclosed or illegally used, including such information as biometric identification, religious belief, specific identity, medical health, financial account and whereabouts and tracks, as well as the personal information of minors under the age of fourteen. We will process your sensitive personal information only when there is a specific purpose, when it is of necessity, and under the circumstance where strict protective measures are taken. Insofar as the PIPL is applicable to our process and/or use of your data, such sensitive personal data will be processed with your separate consent.

Sharing Personal Information

To the extent required under the PIPL, we will, prior to sharing your personal information with third parties, notify you of the name and contact details of the recipients, the purposes and means of processing and provision of your personal data, and the types of personal information to be provided and shared, and obtain your separate consent to the sharing of your personal information. The foregoing data recipients will use the personal information to the extent necessary for the specific purposes set out in this privacy notice and store the personal data for minimum length of time required to fulfil the purposes, or insofar as the PIPL is applicable to our process and/or use of your data, in accordance with the PIPL.

Your Additional Rights Under PIPL

Insofar as the PIPL is applicable to our process and/or use of your personal information, you have the following additional rights:

- to request us to delete your personal information;
- to object to certain uses of your personal information;
- to request an explanation of the rules governing the processing of your personal data;
- to ask that we transfer personal information that you have provided to us to a third party of your choice under the circumstances provided under the PIPL;
- to withdraw any consent for the collection, processing or transfer of your personal data (you should note that withdrawal of your consent may result in us being unable to open or continue accounts or establish or continue banking facilities or provide banking services); and
- In some services, we may make decisions based solely on non-human and automated decision-making mechanisms, including information systems, algorithms, etc. If these decisions significantly affect your legal rights, you have the right to request an explanation from us, and we will also provide appropriate remedies.

Standard Chartered Bank (Hong Kong) Limited

Last Updated in September 2025



Conditions for Accounts (Hong Kong)

- Hong Kong Dollar and Foreign Currency Savings Account
- Hong Kong Dollar and US Dollar Current Accounts
- Hong Kong Dollar Time/Foreign Currency Time/US Dollar Swap Deposit Accounts

1. Applications

In opening any Account (including, without limitation, Hong Kong Dollar Savings Account, Foreign Currency Savings Account, Hong Kong Dollar Current Account, US Dollar Current Account, Hong Kong Dollar Time Deposit Account, Foreign Currency Time Deposit Account or US Dollar Swap Deposit Account) or applying for and utilizing the Investment Services with Standard Chartered Bank (Hong Kong) Limited (“Bank” or “us” or “we”) which expression shall include its successors in title and assigns), the account holder(s) (“Customer”) agree(s) to be bound by the following conditions (“Conditions”/“Clauses”/“Paragraphs”). The Bank will make available to the Customer a copy of the prevailing version of these Conditions upon request.

2. Interpretation

2.1 In these Conditions save where the context otherwise requires:

“**Account**” means a bank account (including any subaccount thereof) held in the name of the Customer (whether singly or jointly with any other person) with the Bank denominated in a specified currency and of a specified type (including without limitation, Hong Kong Dollar Savings Account, Foreign Currency Savings Account, Hong Kong Dollar Current Account, US Dollar Current Account, Hong Kong Dollar Time Deposit Account, Foreign Currency Time Deposit Account or US Dollar Swap Deposit Account).

“**Current Account**” and/or “**Hong Kong Dollar Current Account**” shall be construed as including also references to “US Dollar Current Account” save for the purposes of (i) Condition 4.1 but only to the extent that it purports to extend Condition 3.2 (b) to apply also to Hong Kong Dollar Current Accounts; and (ii) Condition 4.3 (a) to (f).

“**Customer**” may be a person, firm, company, corporation, unincorporated body of persons or other legally recognised entity or any one or more of them.

“**Designated Signature**” means the Customer’s specimen signature or name chop for the operation of the Accounts.

“**Eligible Accounts**” means Hong Kong Dollar Savings Account, Hong Kong Dollar Current Account, Hong Kong Dollar Time Deposit Account, Foreign Currency Time Deposit Account, Foreign Currency Savings Account and US Dollar Swap Deposit and such other type of accounts as the Bank may from time to time determine, but excluding accounts of any type maintained with the Bank’s Global Markets division.

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

“**Investment Services**” means the investment advisory or dealing services provided by the Bank as described in Clause 13.4.

“**Liabilities**” means all the liabilities of any person, whether present or future, actual or contingent, and whether owed individually or jointly with any other person.

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

“**Services**” has the meaning given in Clause 2.4.

“**Terms**” has the meaning given in Clause 2.4.

“**Business days**” is defined in the General Banking Terms and Conditions which has the same definition as “banking days”.

2.2 Clause headings are for convenience only and shall be ignored in construing this document.

2.3 Unless the context otherwise requires, references to the Customer shall, if the Customer is a sole proprietorship, include the sole proprietor and his successors in the business and, if a partnership firm, include the partners as at the date of opening the relevant Account (or, if more than one, the date of opening the first of such Accounts) and any other persons who at any time afterwards shall be or have been a partner of the firm and any successors to such partnership business. References to any person shall include a firm or corporation, words importing the singular shall include the plural and vice versa and words importing a gender shall include every gender.

2.4 These Conditions shall be read together with the Bank’s prevailing General Banking Terms and Conditions and/or such other terms and conditions applicable to the Account(s) or the Bank’s present and future products, services and facilities (including, without limitation, deposit, credit, investment and other banking facilities) (the “Services”) as may be issued, varied, amended or replaced by the Bank from time to time (the “Terms”) which shall be made available to the customers upon request. The Customer shall be deemed to have read, understood and agreed to accept and abide by these Conditions and the Terms upon first use of the Account or the Services. In the event of any conflict or discrepancy, these Conditions shall prevail.

3. Savings Account

3.1 For all Savings Accounts:

(a) Passbook

(i) The Customer will be supplied with a passbook (if a passbook is required as determined by the Bank in its sole discretion) in which the Bank will enter the amounts deposited and withdrawn. No entries should be made in the passbook by any person other than an employee of the Bank.

(ii) The passbook is for the Customer’s reference and does not necessarily indicate the correct balance of the Account. The Bank’s records shall (in the absence of manifest error) be conclusive in showing the correct balance of the Account.

(b) Account Number Card

(i) An Account Number Card for operating an Account will be issued to the Customer for his sole use.

(ii) The Customer must exercise all due care and attention to prevent loss of his passbook, Account Number Card and seal or chop used for operating an Account, all of which should be kept in a place of safety. Notice in writing should be given to the Bank at once if a passbook, Account Number Card, seal or chop is lost, mislaid, or stolen. The Bank shall not be responsible for any payment made prior to receiving such written notice and the Customer agrees to indemnify the Bank against any damages, losses, costs, charges or expenses which are reasonable and which the Bank may

reasonably incur as a result. In the event of a passbook, Account Number Card or seal or chop used for operating an Account being lost, mislaid, stolen or spoiled, the Customer shall pay the Bank a report loss charge and the Bank may, on receiving a satisfactory explanation and indemnity and payment of a replacement fee prescribed by the Bank for the time being, issue a new passbook and Account Number Card, as the case may be.

(iii) The passbook and Account Number Card are neither transferable nor assignable and cannot be pledged or charged as security.

(c) **Deposits**

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

(d) **Minimum Balances**

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

(e) **Withdrawals and Payment**

(i) Subject to (vi) below the Bank will repay deposits on demand without prior notice on production of: (01) a passbook or an Account Number Card; (02) a valid personal identification document; and (03) a withdrawal form bearing the signature of the Customer or of an authorised signatory for the Account (and/or, in the case of a personal Customer, a seal or chop), at any branch of the Bank during the hours that it is open for business.

(ii) The Customer should carefully examine his passbook and any counterfoil made for deposits before leaving the counter to ensure that the entries made are correct.

(iii) Any payment made by the Bank against the items listed in Paragraph (i) above and where the signature, seal or chop purports to be that of the Customer (or its authorised signatory in the case of a non-personal Customer) shall have the same effect as if made to the Customer personally. The Bank will not be responsible for any loss suffered by the Customer or any third party as a result.

(iv) Withdrawal by any party other than the Customer is not allowed except with the Bank's consent which may be given or withheld subject to such conditions as the Bank may impose at its sole and absolute discretion. In such event, the Customer shall be responsible for, and shall indemnify the Bank against, any loss reasonably incurred directly or indirectly as a result of the acts of a third party.

(v) Withdrawals cannot be made by means of cheques.

(vi) The Bank reserves the right to require prior notice from the Customer before permitting large cash withdrawals or deposits. The amounts for which such notice is required may be ascertained by the Customer upon enquiry with any of the Bank's branches. The Bank also reserves the right to levy to the Account a service fee for large cash withdrawals or deposits at such rate as may be specified by the Bank from time to time.

3.2 **Hong Kong Dollar Savings Account**

Interest Payments

Interest at the Bank's prevailing Hong Kong Dollar Savings Account Rate will be calculated on the credit balance on the Account and will be compounded daily on the basis of a 365 or 366 day year and credited monthly.

3.3 **Foreign Currency Savings Account**

(a) **Interest Payments**

Interest on the credit balance of a Foreign Currency Savings Account at the Bank's prevailing interest rate for the relevant currency of the Account shall be simple interest and calculated on the basis of a 365 or 366 (in leap years) day year where the credit balance is denominated in Sterling Pound and Singapore Dollar and a 360 day year (in both ordinary and leap years) where the credit balance is denominated in other currencies or such other day year basis as may be determined by the Bank from time to time. Interest will be credited to the Account monthly or at other regular intervals determined by the Bank. The Customer may find out by enquiry to the Bank what the prevailing minimum level is for earning interest.

(b) **Commission**

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

4. **Hong Kong Dollar Current Account**

4.1 **Withdrawals and Payment**

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

4.2 **Cheques and Cheque Books**

Cheque books are issued by the Bank on the following terms and conditions and the Bank shall not be liable for any loss incurred by the Customer by virtue of the Customer's failure to comply with any of the following:

(a) Cheque books must at all times (except when in use) be kept in a place of safety under lock and key so that they are not available to any person other than the Customer.

(b) If a signed cheque, blank cheque or a cheque book is lost or stolen, the Customer must immediately report such loss by notice in writing to the Bank. The Bank will have no liability whatsoever to the Customer for any transaction instruction which it has complied with prior to receipt by it of such notification.

(c) All cheques must be written in non-erasable ink or ball-point pen in Chinese or English and be signed in conformity with the specimen signature registered with the Bank.

(d) The Customer must exercise care when drawing cheques and agrees that the Customer will not draw cheques by any means or in any manner which may enable a cheque to be altered or may facilitate fraud or forgery. In particular, cheques should not be pre-signed in blank. When drawing cheques, the words and figures of the amount should be as close to each other and to the left-hand margin as possible so as to leave no space for insertions. The word "only" should be added after the amount stated in words. Only Arabic numerals should be used for figures.

(e) Any alteration on a cheque must be confirmed by the full signature of the drawer. The Customer acknowledges that the Bank will not be held responsible for losses arising from alterations which cannot be readily detected. The Bank may at its discretion return unpaid a cheque which is incorrectly completed, altered without the drawer's full signature, post-dated or out of date.

(f) A "bearer cheque" is payable to bearer while an "order cheque" can only be paid to the named payee or the person in whose favour the cheque is purportedly endorsed by the payee. In sending cheques through the post or otherwise, the Customer should delete the words "or bearer" and cross the cheque to minimise the risk of fraud or forgery.

(g) Applications for a new cheque book may be made through medium as the Bank may provide from time to time. The Bank may, at its discretion, refuse the issue of a cheque book without providing any reasons.

(h) Upon receipt of and in accordance with a completed cheque book application form or such other form of request provided by the Bank from time to time, the Bank shall deliver the required cheque book to the Customer in person, or hand it to the

bearer of the application form, or forward it by messenger or by post to the Customer's address according to the Customer's instructions. The Bank assumes no responsibility for any delay or loss occasioned by such modes of forwarding.

- (i) Upon the receipt of a new cheque book and before using it, the Customer should verify the cheque serial numbers, account number and name printed thereon as well as the number of cheques. Any irregularities should be promptly reported to the Bank.
- (j) The Customer may stop payment of a cheque by giving full particulars in writing before the cheque has been paid. Notwithstanding the foregoing the Bank may at its discretion accept verbal instructions to stop payment of a cheque, but without any liability.

4.3 **Overdraft Facility**

- (a) If the Customer has an overall credit balance with the Bank in any Eligible Accounts, which are held by the Customer in the same name and in the same capacity ("Designated Accounts"), he may, at the Bank's absolute discretion, be entitled to an overdraft facility ("Overdraft Facility") on any or all of his Hong Kong Dollar Current Accounts with the Bank which are held in the same name and in the same capacity ("OD Accounts") upon and subject to the terms of Conditions 4.3 (a) to (f).
- (b) The Overdraft Facility shall be available for drawing from all or any of the OD Accounts by clearing cheque or direct debit authorization (excluding direct debit authorization set up for loan repayment to the Bank).
- (c) The maximum amount available under the Overdraft Facility ("Overdraft Limit") shall be the capped amount determined by the Bank from time to time at its sole discretion. The Bank may place a lien on the drawn amount of the funds in the Designated Accounts if the Bank deems fit. If the Customer's aggregate debit balances on his OD Accounts at any time exceeds the Overdraft Limit, he shall immediately pay into the OD Accounts sufficient funds to ensure that the Overdraft Limit is not exceeded.
- (d) Debit interest calculated on the basis of a 365-day year for any ordinary year and a 366-day year for a leap year shall accrue on daily basis at the rate or rates from time to time determined by the Bank and charge on the outstanding debit balance drawn under the Overdraft Facility. The Bank is entitled to change the interest rate from time to time and interest shall be payable at the then current rate. The Bank shall be entitled to debit accrued interest to any OD Accounts on a monthly basis.
- (e) The Bank may decline to honour the Customer's cheques and/or payment instructions if payment would result in the Overdraft Limit being exceeded and shall not be held liable for any losses or other consequences arising as a result. Uncleared funds will not be taken into account in determining the Overdraft Limit available under the Customer's Overdraft Facility.
- (f) The Bank may at any time in its absolute discretion increase, decrease, terminate or suspend the Overdraft Facility and/or require immediate payment of all amounts outstanding and all accrued interest.
- (g) The Customer shall ensure that the Account does not become overdrawn, even temporarily, unless the Customer has made special arrangements beforehand with the Bank. The Bank may decline to honour the Customer's cheques and payment instruction if payment would result in the Account being overdrawn and the Bank shall not be held liable for any losses or other consequences arising as a result. However, if the Bank at its discretion, and notwithstanding the absence of any prior arrangement, passes a debit through the Account and an overdraft is created or an agreed overdraft limit is exceeded, then interest calculated on the basis of a 365-day year for an ordinary year and a 366-day year for a leap year shall accrue on daily basis at the prevailing interest rate from time to time determined by the Bank and charge on the overdraft until such time as the balance on the Account is restored to credit. The Bank shall be entitled to debit accrued interest to the Account on a monthly basis. The debit may (without limitation) be by way of a payment originated by the Customer, by a party authorised by the Customer or by the Bank on the Customer's written instructions, or as a result of an item previously credited which is subsequently reversed due to the item being dishonoured in the clearing.

4.4 **Electronic Recording of Cheques**

The Customer agrees that:

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

5. **Time Deposit Accounts**

5.1 **Interpretation**

For the purpose of this Condition 5, save where the context otherwise requires, "Deposit Account" or "time deposit account" means a time deposit made by the Customer with the Bank for a pre-determined period but excluding any time deposit made with the Bank's Global Markets division.

5.2 **Deposits**

Deposits into a Deposit Account may be made in such minimum amounts for such periods and at such prevailing interest rates as may from time to time be determined by the Bank for each currency.

5.3 **Interest Payments**

Please refer to clauses 11.15 and 14.21 of Part A of the General Banking Terms and Conditions.

5.4 **Withdrawals and Payment**

Please refer to clauses 11.15 and 14.22 of Part A of the General Banking Terms and Conditions.

6. **Deposit of Funds**

- 6.1 Without prejudice to the generality of the relevant disclosure clause(s) in the General Banking Terms and Conditions, all cheques and other monetary instruments (including inward remittances) are accepted for an Account at the discretion of the Bank and, with the exception of those drawn on overseas centres, are credited subject to their being paid and to the rules of the relevant Clearing House in force at the time, where applicable, unless otherwise permitted at the Bank's sole and absolute discretion. Interest shall accrue from the day when the cheques or other monetary instruments (including inward remittances, as the case may be) are accepted by the Bank for deposit and are credited to the Account as aforesaid. The Customer may ascertain by enquiry to the Bank the usual time required for clearing a cheque or other monetary instrument (including inward remittances) credited to the Account. The Bank is entitled to debit the amount of its charges, fees and expenses and the value of any items subsequently returned unpaid to an Account.
- 6.2 The Bank will make every endeavour to process all items on the date of receipt, but cheques, drafts, money orders, etc. of any currency intended for clearing in Hong Kong and lodged after the clearing cut-off time (which varies with the location of the respective branches) may not be received in time for presentation to other banks on the same day and will be presented on the following business day.
- 6.3 For reasons of security, all cheques sent by post for the credit of the Customer's Account should be "crossed" with two parallel lines across the face and they should be accompanied by a letter or a deposit voucher in order that there can be no doubt as to how the cheques are to be applied.
- 6.4 Acceptance of foreign currency notes is at the sole discretion of the Bank and subject to such charge as the Bank may make.

7. Repayment

- 7.1 All deposits and credit balances in Accounts held by the Bank in Hong Kong will only be repayable in Hong Kong. The Bank has a discretion to allow withdrawal at another branch outside Hong Kong.
- 7.2 At its discretion and subject to due written authorisation from the Customer, the Bank may effect repayment of any amount standing to the credit of an Account by payment to a bank in or outside Hong Kong by means of electronic payment, telegraphic transfer or other means of automatic transfer subject to the Bank's then prevailing charges. However, the relevant transfer is sent entirely at the risk of the Customer and the Bank shall not be responsible for any delay error or omission which may occur in the transmission of the relevant transfer or other messages or from their misinterpretation when received arising from any cause beyond the Bank's control.
- 7.3 Withdrawal by cashier's order or bank draft is subject to the Bank's then prevailing charges.

8. e-Cheques

8.1 Definitions:

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

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

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

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

"e-Cheques Deposit Services" mean the services offered by us to Customers from time to time for depositing e-Cheques.

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

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

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

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

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

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

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

8.2 e-Cheque Deposit Services provisions – applicability

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

8.3 Nature and scope of e-Cheque Deposit Services

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

8.4 e-Cheques Deposit Services allow the Customer and other persons to present e-Cheques (whether payable to the Customer and/or any other holder of the Payee Bank Account) for deposit with us (as Payee Bank), using the e-Cheque Drop Box Service offered by the Clearing House or using our Deposit Channels, in accordance with Clauses 8.7, 8.8 and 8.9 below.

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

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

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

8.7 e-Cheques Deposit Services

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

8.8 e-Cheque Drop Box Service

(a) The e-Cheque Drop Box Service is provided by the Clearing House. The Customer is bound by the e-Cheque Drop Box Terms in relation to the Customer's use of the e-Cheque Drop Box Service. The Customer is solely responsible for performing the Customer's obligations under the e-Cheque Drop Box Terms.

(b) In order to use the e-Cheque Drop Box Service, the Customer is required by the e-Cheque Drop Box Term to register an e-Cheque Drop Box Account with one or more Payee Bank Account for presenting e-Cheques. The Customer is allowed by the e-Cheque Drop Box Terms to register an e-Cheque Drop Box Account with a Payee Bank Account that is the Customer's same-name account or an account other than the Customer's same-name account.

The Customer is responsible for the presentment of all e-Cheques by the Customer or any other person using the Customer's e-Cheque Drop Box Account (including presentment of any e-Cheques to a Payee Bank Account other than the Customer's same-name account).

(c) Any issue relating to the use of the e-Cheque Drop Box Service should be handled in accordance with the e-Cheque Drop Box Terms. We may (but have no obligation to) provide reasonable assistance to the Customer. In particular, we do not have the electronic record or image of any e-Cheque deposited using the e-Cheque Drop Box Service. On the Customer's request, we may (but have no obligation to) provide the date, e-Cheque amount, e-Cheque number, payee name and any other information agreed by us relating to an e-Cheque deposited using the Customer's e-Cheque Drop Box Account.

(d) We give no representation or guarantee, whether express or implied, relating to the availability, quality, timeliness or any other aspect of the e-Cheque Drop Box Service provided by the Clearing House. Unless otherwise stated in the e-Cheque Drop Box Terms, the Customer bears the responsibilities and risks relating to the use of the e-Cheque Drop Box Service. We are not liable for loss, damage or expense of any kind which the Customer or any other person may incur or suffer arising

from or in connection with the use of the e-Cheque Drop Box Service.

8.9 **Our Deposit Channels**

We may specify or vary from time to time (i) the available Deposit Channels without notice; and (ii) the terms governing the use of any Deposit Channel, handling of e-Cheques, associated risks and our liabilities.

8.10 **Handling of e-Cheques**

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

8.11 **Restriction of our liability**

Without reducing the effect of the provisions of the General Banking Terms and Conditions:

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

8.12 **The Customer's Confirmation and indemnity**

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

9. **Exchange Rates, Fees and Charges**

9.1 The Bank may impose fees or charges for providing any form of banking facilities or services on any Account. Such fees and charges applicable to individual Customers are detailed in the Bank's tariff of charges published from time to time and displayed at the Bank's premises. The tariff will be provided to the Customer on request, and may be revised by the Bank at its discretion upon prior notice to the Customer. Charges outside the tariff will be advised when the services for which the charges are imposed are offered. The Bank reserves the right to debit fees and charges to any Account.

9.2 The Bank may impose service charges if:

- (a) the balance on an Account is zero or is below the minimum balance requirement for the time being specified by the Bank;
- (b) the Customer's average aggregate daily credit balance with the Bank (as determined by the Bank) in any time period specified by the Bank is below the amount for the time being stipulated by the Bank for such purpose. This only includes balances on Eligible Accounts held by the Customer in sole name or in joint names as primary account holder. For foreign currency deposits, the Hong Kong Dollar equivalent calculated at the Bank's prevailing exchange rates will be used; or
- (c) an Account is inactive for a continuous period as specified by the Bank for the time being, irrespective of the amount of the balance on the Account.

9.3 Subject to availability and adequate prior notice and the Bank's rights to repay deposits in an Account and interest thereon in Hong Kong Dollars converted at the Bank's prevailing spot rate of exchange at the time of repayment (which right is hereby expressly reserved to the Bank notwithstanding any other Conditions), an Account may be withdrawn in the currency of the Account subject always to such charges as the Bank in its sole discretion may impose.

9.4 The Bank may at its discretion accept for credit to the Customer's Hong Kong Dollar Account a remittance denominated in a foreign currency by conversion of the remittance amount at the Bank's prevailing spot rate of exchange at the time of conversion. The Bank's determination of the then prevailing rate of exchange shall be conclusive and binding on the Customer.

10. **Joint Accounts**

10.1 If the Customer's Account is a joint account:

- (a) all obligations and liabilities of the joint account holders to the Bank in connection with the joint account shall be joint and several;
- (b) upon the death of any joint account holder the balance (if any) standing to the credit of the joint account and any securities, deeds, boxes and parcels and their contents and property of any description held in the joint names of the account holders shall be held by the Bank to the order of the survivor or survivors of the joint account holders subject to compliance with the provisions of the Estate Duty Ordinance (Chapter 111), but without prejudice to the Bank's rights in respect thereof arising out of any lien, charge, pledge, set-off, counterclaim or otherwise or to any step which the Bank may deem fit to take in view of any claim by any person other than such survivor or survivors;
- (c) the Bank shall be entitled to accept the signature(s), seal(s) or chop(s) of the joint account holders in accordance with the signing instructions or the signature(s), seal(s) or chop(s) of the survivor or survivors of the joint account holders as a sufficient discharge for the withdrawal of any monies from the joint account; and

- (d) the Bank shall be entitled to debit the Account or grant any advance, credit facilities or accommodation at the request of, or act upon any instructions received from, one or more of the joint account holders in respect of property of any description held in the joint names of the account holders if such request or instruction is in accordance with the signing instructions.
- 10.2 If there is more than one Customer or the Customer is a partnership then under these Conditions (a) the liabilities and obligations of each of them shall be joint and several, (b) references to the Customer shall be construed, as the context requires, to any or each of them, (c) each of them shall be bound even though any other of them or any person intended to be bound hereby is not, and (d) the Bank shall be entitled to deal separately with any of them on any matter, including the discharge of any liability to any extent, without affecting the liability of any other of them. Where the Customer is a partnership, these Conditions shall continue to bind the partnership notwithstanding any change in the constitution, name or membership of the partnership by reason of death, bankruptcy, retirement, disability, or admission of new partners or the occurrence of any other event which may dissolve the partnership or otherwise affect its obligations under these Conditions.
- 10.3 Any instructions given and any transactions effected by the person(s) designated in the Account mandate for such purposes will be binding on the Customer. Any variation of the Account mandate must be in writing signed by all the Customers.

11. US Dollar Clearing in Hong Kong

- 11.1 Pursuant to regulatory requirements in relation to the issue and/or deposit of US Dollar cheques drawn against a US Dollar account in Hong Kong, the Customer:
- (a) acknowledges that the operation of the US Dollar clearing system will be subject to the US Dollar Clearing House Rules and the US Dollar Operating Procedures referred to therein (as the same may be modified from time to time) (together "the US Dollar Clearing House Rules");
- (b) agrees to the provisions of Rule 2.3.5 of the US Dollar Clearing House Rules to the extent that such Rule is applicable or refers to the Customer or the Customer's transactions;
- (c) agrees that, without prejudice to (b) above, the Hong Kong Monetary Authority ("HKMA") shall not owe any duty or incur any liability to me/us in respect of any claim, loss, damage or expense (including without limitation, loss of business, loss of business opportunity, loss of profit, special, indirect or consequential loss)(even if the HKMA knew or ought reasonably to have known of their possible existence) of any kind or nature whatsoever arising in whatever manner directly or indirectly by the giving of any notice, advice or approval in relation or pursuant to the US Dollar Clearing House Rules.

12. Notices and Audit Confirmation

- 12.1 In accordance with the Bank's auditing procedure, the Bank will from time to time send confirmation letters to the Customer requesting the Customer to check and confirm that the Account balance and dates shown on the letter are correct. The Customer will sign and return the letter to the Bank as requested.

13. Additional Terms and Conditions for accounts and services

The following additional terms and conditions shall apply where the Customer is an individual in his personal capacity or a sole trader under a trading name:

13.1 Designated Signature

- (a) Unless the Bank receives notice in accordance with Clause 13.1 (d), and subject to Clause 13.1 (c), the Designated Signature shall be the Customer's signature or name chop designated on his first application to the Bank for the opening of an Account. If the Designated Signature is the Customer's name chop and the Customer at any time opens any Account in respect of which a handwritten signature is mandatory (whether by reason of regulatory requirements or the Bank's operational need or policy or for any other reason), the Customer shall convert his Designated Signature to a handwritten signature in accordance with Clause 13.1 (d). If the Customer fails to do so, the Bank is authorized to designate, by notice to the Customer, any handwritten signature of the Customer on the Bank's record to be his Designated Signature.
- (b) The Customer agrees that the Bank may rely and act on any written instruction in respect of any Account which bears the Designated Signature.
- (c) Notwithstanding the foregoing, nothing in these Terms shall restrict the Bank from accepting, at its sole and absolute discretion, any signature or name chop of the Customer which conforms with any specimen signature or name chop of the Customer on the Bank's record other than the Designated Signature.
- (d) The Customer shall notify the Bank of the Customer's intention to change the Designated Signature by delivering to any of the Bank's branches in Hong Kong a completed form for change of Designated Signature. Any such change will be effective after the Bank has received and processed the completed form. Subject to Clause 13.1 (c), the new Designated Signature provided by the Customer shall be the specimen signature or name chop for the operation of the Accounts.
- (e) Notwithstanding the foregoing, the Bank shall be entitled to require any instrument to be signed or countersigned by all the then existing sole proprietor/directors/partners/ members of the Customer as it deems necessary.

13.2 Customer Identification

- (a) The Customer agrees that the Bank may allow the Customer to open and operate any Account without providing the Customer's signature (or name chop) if the Customer's identification can be verified by other means (including, without limitation, personal identification numbers, passwords and/or codes previously agreed between the Bank and the Customer for this purpose, and/or any additional personal data of the Customer which the Bank may reasonably require and which the Customer undertakes to provide on request). The Customer acknowledges that there are risks inherent in dispensing with the requirement for a signature (or name chop) but agrees that the convenience and flexibility justify the risks involved and accordingly waives any claim against the Bank in connection with its execution of any unauthorized instructions accepted by the Bank in good faith as emanating from the Customer.
- (b) Notwithstanding the foregoing:
- (i) the Customer shall at the request of the Bank provide his signature or name chop in circumstances where his identification cannot be otherwise verified, or where the Customer's signature or name chop is mandatory by reason of any applicable regulatory requirement or the Bank's operational need or policy or for any other reason as the Bank in its discretion thinks fit; and
- (ii) save where the Customer has established direct debit authorizations by written instructions, and save as expressly provided for in the Terms, the Bank reserves the right not to accept instructions which are not in writing for transfer of funds between accounts in different names without first having received the Customer's written authorization and/or indemnity in the Bank's prescribed forms.

13.3 Low-Balance Service Charge

- (a) The Bank may impose a service charge of such amount and payable at such intervals as determined by the Bank if the Customer's average aggregate daily credit balance with the Bank (as determined by the Bank) in any time period specified by the Bank is below the amount for the time being stipulated by the Bank for such purpose. This only includes balances held by the Customer in sole name or in joint names as primary account holder on Savings Account, Current Account and Time Deposit Account denominated in Hong Kong Dollars and Foreign Currency Savings Account and Time Deposit Account, US Dollar Current Account and US Dollar Swap Deposit Account and such other types of Account as the

Bank may from time to time determine but excludes balances in accounts of any type maintained with the Bank's Global Markets division. For foreign currency deposits, the Hong Kong Dollar equivalent calculated at prevailing exchange rates will be used.

(b) The Bank shall be entitled to debit any fees and charges to any of the Customer's accounts with the Bank.

13.4 Investment Services

(a) The Customer requests the Bank to contact the Customer on investment opportunities which the Bank believes may be of interest to the Customer. The Customer declares he fully understands that:

- (i) the Bank is not obliged to provide the Customer with any financial, market or investment information, suggestion or recommendation, but if it does so, it does not act as an adviser;
- (ii) any information, suggestion or recommendation communicated to the Customer by the Bank are based on information obtained from sources believed by the Bank to be reliable, are for the Customer's own use and consideration only and will not constitute an offer to sell any investment to the Customer;
- (iii) the Bank makes no representation and gives no warranty or guarantee as to the accuracy or completeness of any such information, suggestion or recommendation, and assumes no responsibility for reliance by the Customer on the same or for the performance or outcome of any investment made by the Customer after receipt of the same (provided that the Bank shall be liable for its own negligence or wilful default).

(b) The Bank offers to the Customer from time to time the Investment Services which may comprise all or any of the following:

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

The Customer may apply for, utilise and operate any Investment Services in manner provided for in these Conditions.

(c) Each of the Customer and the Bank undertakes to notify the other party of any material change in any information concerning himself or itself.

- (d)
 - (i) The Customer shall pay fees to the Bank for any Investment Services performed by the Bank and/or any broker or custodian in accordance with such scale as the Bank may prescribe from time to time. The Bank expressly reserves the right to change the scale of fees by notice to the Customer. The Customer acknowledges that the Bank shall be entitled to and may retain any fees payable to it. In relation to services which the Bank considers exceptional in nature, the Customer agrees to pay to the Bank such amount as may be agreed between the Bank and the Customer from time to time.
 - (ii) The Bank is entitled to receive from brokers a share (to be computed in manner agreed between the Bank and the brokers from time to time) of commissions payable by the Customer on dealings in Securities.
 - (iii) If any Investment Services are terminated, the Bank shall (subject to applicable laws and regulations) be entitled to retain any fees received to date and to receive a proportionate amount of its fee calculated on a daily basis up to and including the date of termination together with full reimbursement of all out-of-pocket costs and expenses incurred by the Bank up to the termination date.
 - (iv) The Customer acknowledges and agrees that the Bank may receive a selling or placing commission (howsoever designated) from representatives of any Fund Investments and that the Bank shall be entitled to retain such commission for its own benefit and shall have no obligation to account to the Customer for all or any part of such commission.
 - (v) The Customer acknowledges that where any Fund Investments are purchased or redeemed in a currency other than the currency of the Customer's designated Account for debiting or settlement purposes or the currency of any monies otherwise provided to the Bank for investment purposes, any such conversion will be effected at the then prevailing rate of exchange and there may be a foreign exchange charge to the Customer.
- (e) Unless otherwise provided in the respective Terms applicable to Investment Services, and unless the Customer is notified otherwise, the Bank, in acting for the Customer in the course of provision of the Investment Services, acts as agent of the Customer and not as principal.
- (f) Securities acquired for the account of the Customer shall be held in safe custody by one or more nominees from time to time nominated by the broker(s) acting for the Customer. Except with the Customer's specific written authority, the Bank shall not deposit any Securities which may be lodged with the Bank in connection with any Investment Services as security for loans made to the Bank, or lend or otherwise part with the possession of any such Securities for any purpose other than transmission to brokers. If the Customer authorises the Bank to pledge any such Securities or subject such Securities to third party liens, the Customer faces a risk of loss of such Securities.

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

14. These Conditions are subject to the following

14.1 Without prejudice to the terms in the General Banking Terms and Conditions, the operation of all Accounts shall be subject to the applicable laws of the Hong Kong SAR, the rules and procedures of the Hong Kong Association of Banks as prescribed from time to time and to these Conditions.

15. Language

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



Corporate Renminbi Banking Account for General Purpose

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

Deposit Services¹

- 1) Savings Account
 - Statement account for your selection.
 - Simple interest credited monthly².
 - Deposit and withdrawal of RMB at any of our branches and corporate express centres during office hours.
 - 24-hour enquiry on account balance, interest rate and exchange rate, and fund transfers via Straight2Bank.
- 2) Time Deposit
 - A range of deposit tenors for your selection.
 - Minimum account opening balance: RMB 10,000.
- 3) Current Account³
 - No minimum account opening balance.

Exchange Service⁴

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

Remittance Service⁵

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

Trade Settlement and Finance Services

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

Act Now !

Standard Chartered - making you better connected to Mainland China. Act now and enroll for our Corporate RMB Services. For enquiry⁶, please call our SME Banking Dedicated Hotline at 2886 6988 or visit our website at <https://www.sc.com/hk/business/> or contact your relationship manager.

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

Risk Disclosure Statement

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

Limits Applicable to Corporate RMB Services		
Savings Account and Current Account	Minimum Account Opening Balance	• Nil
Time Deposit Account	Minimum Account Opening Balance	• RMB10,000
Exchange Service	Daily Exchange Limit	• Unlimited
Remittance Service	Daily Remittance Limit	• Unlimited

Fee and Charges on Corporate RMB Services		
Savings Account	Low Balance Inactive Fee	<ul style="list-style-type: none"> RMB100 charged every 6 months for any account having been inactive for 1 year and with a balance below RMB2,000.
	RMB cash deposit into/ withdrawal from RMB accounts	<ul style="list-style-type: none"> Free if the amount per deposit/withdrawal is below RMB10,000; otherwise a service fee of 0.25% of the amount deposited/withdrawn will be levied.
	RMB cash deposit into/ withdrawal from HKD accounts	<ul style="list-style-type: none"> Free
Current Account	Low Balance Inactive Fee	<ul style="list-style-type: none"> RMB100 charged every 6 months for any account having been inactive for 1 year and with a balance below RMB2,000.
	Returned cheques/ Rejected electronic payment	<ul style="list-style-type: none"> Due to insufficient funds: RMB200 per cheque/payment Due to technical errors: RMB50 per cheque/payment
	Stop payment on cheque	<ul style="list-style-type: none"> RMB80 per cheque
Time Deposit Account	Early Uplift of Time Deposit	<ul style="list-style-type: none"> Subject to the Bank's discretion for approval and penalty. The penalty amount is calculated based on the following formula: Time deposit principal x (PBoC Reference Rate¹ – Contracted Time Deposit Interest Rate) x No. of days to maturity/Total no. of days in a year.
Exchange Service	2-way RMB/HKD Currency Notes Exchange	<ul style="list-style-type: none"> Free
Remittance Service	Telegraphic Transfer	Preferred SME Banking Customers <ul style="list-style-type: none"> HK\$160* per request for outward remittance; HK\$44 per transaction for inward remittance.

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

* Including cable charge.

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



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

Please read these terms and conditions carefully.

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

This agreement:

- shall be read in conjunction with the General Banking Terms and Conditions;
- is in addition to the terms and conditions that apply to the individual accounts or (as the case may be) business accounts you may be accessing through the Service, and is without prejudice the terms of the General Banking Terms and Conditions. If there is a conflict between the terms and conditions of this agreement and any other relevant terms and conditions, the terms and conditions of this agreement will prevail; and
- relates to
 - (a) business accounts in the name of your company, including corporation, sole proprietorship and partnership;
 - (b) individual accounts in your sole name and
 - (c) joint accounts but only if these may be operated by a single signing authority (collectively, “eligible accounts”).

Account holders who do not have an eligible account for these purposes may nonetheless make account enquiries or deposit funds using this service but only for certain internet banking services, or as notified to you in the future. In the last section of this agreement, you will find definitions of some of the words and phrases used in these terms and conditions.

1. The accounts on which you may use the services

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

2. Following our User Guidance

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

3. Your responsibilities for security

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

Safeguarding your Security Codes

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

Checking your statements

- 3.5 In connection with your account:
- 3.5.1 You acknowledge that any information pertaining to your accounts or transactions as reported through the Service may not always be completely up to date as there may be transactions and/or instructions which, without limiting the generality of the foregoing, have yet to be processed by us, require verification of the Bank, or are in progress. You agree that the information pertaining to the Service shall not for any purpose whatsoever be taken as conclusive of your account balance or transaction status. We do not warrant the accuracy of any information pertaining to your accounts or transactions as reported through the Service.
- 3.5.2 If you become aware of any transaction on any of your accounts that has not been validly authorised by you, you must notify us as soon as reasonably practicable by telephoning us on (852) 2886 8888 (or any other number we may let you have from time to time for this purpose). For this purpose, you must check bank Statements we send you and let us know about any errors or unauthorised transactions. Please refer to clauses of "Account statements and your obligations to check" in the General Banking Terms and Conditions.

Other security safeguards

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

4. Your authority to us to carry out instructions

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

Your liability for unauthorised instructions

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

Acting on your instructions

- 4.6 You must not use the Service to create an unauthorised overdraft on any of your accounts and we are entitled to refuse to accept any instruction that would do so. If an unauthorised overdraft is created, we may take any action we think fit and charge any interest and charges to the account in question (in accordance with the terms and conditions of that account). You agree that:
- 4.6.1 it is your responsibility to make sure that no unauthorised overdrafts are created; and
- 4.6.2 you will not rely on the operation of the Service to prevent an unauthorised overdraft being created. In particular, you must remember that your cheques and any payment instructions you have given via the Service might take time to clear and might not always be immediately reflected in the balance on your account.
- 4.7 When we receive a transaction instruction from you through the Service, we will be entitled to debit any payment plus any charges payable for the transaction from the account you have specified or another account you hold with us. Once you have given an instruction through the Service, you will not be able to reverse it. We will be under no obligation:
- 4.7.1 to reverse an instruction you have given; or
- 4.7.2 to accept an instruction that is conditional or reversible or which requires us to pay a third party sooner than we would be able to pay them following our normal banking practices. However, if you do ask us to reverse an instruction after you have given it, we may at our discretion try to do so to the extent that this is possible under the rules and practices of the banking system. You agree that you will be responsible for any costs we incur as a result.
- 4.8 We may, when we believe we are justified in doing so:
- 4.8.1 refuse to carry out an instruction given via the Service; or
- 4.8.2 require written confirmation from you of a particular instruction. If we come to believe that an instruction may not have been properly authorised by you, we will be entitled, after making reasonable efforts to check whether it was properly authorised, to take steps to reverse any action taken on the basis of that instruction. We will not be responsible for any loss to you that results from such a reversal.

- 4.9 When you give an instruction via the Service, we will act on that instruction in accordance with the cut-off times notified to you through the Service. From time to time we may notify you of changes to these cut-off times. Instructions given at any other time may not be acted on until the next Business day.
- 4.10 We shall not be obliged to execute your instructions and shall not be liable for any loss or damage to you as a result of us not effecting your instructions, if on the stipulated date of execution:
- 4.10.1 your designated account does not contain sufficient funds for us to execute your instruction; or
 - 4.10.2 your designated account does not contain sufficient funds to pay for any charges, fees, interest or other sums that may be payable by you to us; or
 - 4.10.3 the execution of your instructions will cause the balance in your designated account to exceed the credit limit that we have set for you and/or your designated account; or
 - 4.10.4 your designated account is closed, frozen or inaccessible for any reason.
- 4.11 You agree that you, and not we, will be responsible for any charges imposed, or any other action taken, by a receiving bank or intended receiving bank, where:
- 4.11.1 you do not have sufficient funds in your designated account for us to execute your instruction; or
 - 4.11.2 a court or other body of competent jurisdiction prohibits withdrawals from your designated account; or
 - 4.11.3 your designated account is closed, frozen or inaccessible for any reason; or
 - 4.11.4 your designated account or any funds in your designated account have been put on hold; or
 - 4.11.5 the execution of your instruction to transfer funds will cause the balance in your designated account to exceed the credit limit that we have set for you and/or your designated account; or
 - 4.11.6 you did not, in our sole opinion, correctly use the Service; or
 - 4.11.7 circumstances beyond our reasonable control prevent the execution of your instructions. Examples of such circumstances include (but are not limited to) fire, flood or improper transmission or handling of payments by a third party.
- 4.12 We are entitled to determine at our discretion the order of priority in executing your instructions to transfer funds, make payment and/or any other existing arrangements or instructions you may have made with us on the stipulated date for the execution of your instructions. Examples of such other existing arrangements or instructions include (but are not limited to) cheques and standing orders.

5. If you hold any joint accounts

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

6. Operating times, changes and disruption

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

7. Service software and hardware

Software compatibility

- 7.1 You are solely responsible for the installation, maintenance and operation of Your System (or other device from which you access the Service), for the software (including Internet browser software) you use in accessing the Service and for the maintenance of an account with a third party Internet or online service provider to enable you to connect to the Internet. In addition to your obligations to comply with section 2 at all times, it is also your responsibility to ensure that the Service Software supplied to you is compatible with any computer or other device from which you access the Service and any software on that computer or other device. If it is not, you must compensate us for any loss we suffer as a result. We shall not be liable to you for any loss you suffer as a result of any incompatibility between the Service Software and any computer or other device from which you access the Service.

Protecting against Viruses

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

Using other people's devices

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

Access through third party services

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

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

- 7.5 Each time you access the Service, it may automatically provide Your System with the Service Software necessary to enable you to access and operate the Service. Alternatively, the Service Software may be supplied to you in some other way. By supplying you with the Service Software to access the Service, we are granting you a nonexclusive, non-transferable, temporary licence to use the Service Software for the purpose of accessing the Service, and for no other purpose. The Service Software and all other material and information supplied to you, including the User Guidance, contains valuable information that belongs to us or others. You must not:

- 7.5.1 use them except in connection with accessing the Service; or
- 7.5.2 take copies, sell, assign, lease, sub-license or otherwise transfer them to any third party; or
- 7.5.3 try to decompile, reverse engineer, input or compile any of the Service Software.

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

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

- 8.1 We will take reasonably practicable steps to ensure that our systems in connection with the Service are installed with adequate security designs and to control and manage the risks in operating the systems, taking into account any law, rules, regulations, guidelines, circulars, codes of conduct and prevailing market practices which may be applicable to us from time to time.
- 8.2 We will not be liable for any loss or damage to you as a result of making the Service available to you, unless the loss or damage is directly caused by our negligence or our wilful default. Examples of circumstances in which we will NOT be liable to you for loss or damage resulting to you through the use of the Service include (but are not limited to):
- 8.2.1 acting on an instruction which has been validly authenticated as coming from you but which in fact was given by somebody else (but please see sections 4.2 to 4.5 which explain the exceptions to this rule); and
 - 8.2.2 any incompatibility between Your System and the Service; and
 - 8.2.3 any misuse of Your System by you or anyone else; and
 - 8.2.4 any access to information about your accounts which is obtained by a third party as a result of your using the Service (except where that access is obtained as a result of our negligence or our wilful default); and
 - 8.2.5 any delay or failure to send, transmit, receive, confirm or acknowledge any email, SMS messages, Security Codes or anything available under the Service, or any error or incompleteness of any information or data available under the Service.
- 8.3 You will indemnify us and keep us indemnified against any consequences, claims, proceedings, losses, damages or expenses (including all legal costs on an indemnity basis) whatsoever and howsoever caused (save and except any direct loss or damages caused by negligence or misconduct on the part of us) that may arise to be incurred by us in providing you the Service, whether or not arising from or in connection with and including but not limited to the following:
- 8.3.1 our acting on your instructions;
 - 8.3.2 your improper use of the Service; or
 - 8.3.3 any damage to Your System (or other computer hardware, devices, facilities or software) as a result of accessing or using the Service.
- 8.4 Please note that the Service has no facility for you to let us know that it is especially important to you that a transaction is carried out by a particular time. If you need to be completely certain that an instruction has reached us and that it will be carried out by a particular time, you must speak to our staff on (852) 2886 8888 or inform us in any other way we notify you about from time to time.
- 8.5 We will not be liable for any indirect, consequential or special loss or damage to you (whether foreseeable or not) as a result of your use of the Service.

9. If you break a term of this agreement

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

10. Ending your use of the service

- 10.1 You may cancel your use of the Service at any time by giving notice through our telephone number (852) 2886 8888 or by using such other method of cancellation as we may notify to you from time to time.
- 10.2 If you have multiple accounts, you may not cancel the Service solely in respect of any one account, unless you are notified to the contrary in the User Guidance or otherwise in writing.
- 10.3 We have the right to end or suspend your use of the Service at any time. We will usually give you notice. However, we may give no notice if we consider it necessary, for example because of security concerns in connection with your use of the Service or because we are concerned that you have used or may use the Service to create an unauthorised overdraft or otherwise to operate any of your accounts in breach of your arrangements with us.
- 10.4 If your use of the Service comes to an end for any reason, this will not affect any instructions you have already given via the Service. In connection with any joint account, if more than one person has registered to use the Service, the withdrawal of any of those registered users from the Service will not affect the use of the Service by the others.

11. About our charges

- 11.1 We are entitled:
- 11.1.1 to charge you fees and charges for the Service; and
 - 11.1.2 to change those fees and charges from time to time by giving you notice. If we give you such a notice, you will not have to pay any proposed increase so long as you cancel your use of the Service during the notice period.
- 11.2 To avoid any doubt, please note that the references to fees and charges in section 11.1 only apply to our charges for providing the Service. They do not apply to any charges for particular banking or other services we might provide in response to your requests via the Service. We will be happy to provide you with details of our charges for particular banking or other services on request.

12. Our right to make changes to this agreement

We have the right to change the terms of this agreement at any time by giving you notice.

13. The validity of the terms of this agreement

- 13.1 If any one or part of the terms of this agreement proves to be legally unsound or unenforceable in any way, this will not affect the validity of the remaining terms.
- 13.2 We believe the terms of this agreement are fair. If any one or part of them proves to be not legally valid because it is unfair or for any other reason, we are entitled to treat that term as changed in a way that makes it fair and valid.
- 13.3 If one of the terms of this agreement is unenforceable against one of the customers signing this agreement, this will not in any way affect the enforceability of that term against the other signatories.
- 13.4 If we relax any of the terms of this agreement once, this may be on a temporary basis or as a special case only. Such relaxation will not affect our right to enforce that term strictly at any other time.

14. Communications between us

Please refer to the clauses relating to communications in the General Banking Terms and Conditions.

15. Service quality: Recording your calls and instructions

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

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

16. The law covering this agreement

This agreement is governed by the laws of the Hong Kong Special Administrative Region of the People's Republic of China ("Hong Kong").

17. Funds transfer service ("FTS")

- 17.1 You may use the Service to instruct us to transfer funds from your designated account with us to a stipulated account (which may either be with us or with another bank).
- 17.2 Subject to section 17.3, you may issue as many instructions to transfer funds in any one day as you wish.
- 17.3 You shall not issue (and we shall not be obliged to accept) instructions to transfer in any one day an aggregate total which exceeds the daily limit as specified by us at our absolute discretion from time to time. We shall not be liable to you for any loss or damage to you as a result of such non-acceptance of such instructions by us.

18. Bill payment service ("BPS")

- 18.1 You may use the Service to instruct us to transfer funds from your designated account to the account of a stipulated payee organization (which may either be with us or with another bank).
- 18.2 Subject to section 18.3, you may issue as many instructions to make payment to payee organizations in any one day as you wish.
- 18.3 You shall not issue (and we shall not be obliged to accept) instructions to make payment in any one day with an aggregate total which exceeds the daily limit as specified by us at our absolute discretion from time to time. We shall not be liable to you for any loss or damage to you as a result of such non-acceptance of such instructions by us.
- 18.4 You acknowledge that the crediting of payments made using the BPS service to the payee organization will be subject to the minimum turnaround times set out as prescribed by us at our absolute discretion from time to time.
- 18.5 You agree that we are entitled to provide a report on a daily or other regular basis to each of the payee organisations taking part in the BPS programme. This report will list out all the users of the Service who have made payments to that payee organisation and the respective amounts paid by each of those users to that payee organisation and credited into that account of the payee organisation on each day.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



International Trade Account Terms and Conditions

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

1. Definitions

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

2. Banking Plan

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

3. Services

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

4. Amendments

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

5. Fees

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

6. Partial Invalidity

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

7. Termination

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

8. Law

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



Terms and Conditions for Easy Account Opening Service

1. Definitions and Interpretation

- 1.1 These terms and conditions are applicable to clients who apply for the Easy Account Opening Service. These are in addition to and should be read together with the General Banking Terms and Conditions and the terms and conditions that apply to the SME Banking account(s) or service(s) that the clients have applied for, and together they form the contract which governs the clients' relationship with the Bank. In case of any conflict between any of these terms and conditions and such other relevant terms and conditions, these terms and conditions for Easy Account Opening Service shall prevail.
- 1.2 "Easy Account Opening Service" refers to a service for opening a SME Banking account with specific account features where customer due diligence requirements for account opening are simplified, as set out in these terms and conditions.

2. Simplification of Documentary Requirements

- 2.1 Clients applying for Easy Account Opening Service shall submit documents and information as set out in the Account Opening Checklist and Guide, as modified by the following simplifications.

Simplified Requirements for Easy Account Opening Service				
	Sole Proprietorship	Partnership	Society/Association/ Incorporated Building Owners/ Mutual Aid Committee	Limited Liability Company Incorporated in Hong Kong
Copy of individuals' identity documents	Simplifications: (1) The Bank accepts uncertified copies of individuals' identity documents. (2) For limited liability companies incorporated in Hong Kong, at least 1 director's identity documents shall be provided.			
	HK Permanent ID Card/Passport of Proprietor, beneficial owners ¹ and all authorised signatories (accept uncertified copies)	HK Permanent ID Card/Passport of all Partners, beneficial owners ¹ and all authorised signatories (accept uncertified copies)	HK Permanent ID Card/Passport of all individuals appearing on the "Board Resolution to Open Bank Account", beneficial owners ¹ and all authorised signatories (accept uncertified copies)	HK Permanent ID Card/Passport of at least 1 director (including the managing director ³), all beneficial owners ¹ and all authorised signatories (accept uncertified copies)
Applicant's Particulars	Simplification – Only full names are required for Directors or equivalent • Full names only of all Director(s) or equivalent			
Business information	Simplification – certain business information is NOT required:- • Anticipated Value of Activity for Products Used • Brief history of the client and description of how the client was set up and developed, and business experience of the relevant people who set up and developed the client's business			

3. Limitations

- 3.1 Account Features of account opened under Easy Account Opening Service
- ONE single HKD Current Account only and no new accounts/ additional products should be offered until the account is upgraded to a Standard Account⁴.
 - No cross-border USD transaction.
 - The amount of credit transactions cannot exceed HKD500,000 equivalent in aggregate every quarter.
 - Each credit transaction performed will be separately reviewed by the Bank against the above limit.
 - In case of dispute between the Bank and clients in connection with any matter relating to the limit control, the Bank's decision shall be final and binding.
 - Each of the Beneficial Owners¹ and Controlling Directors/Controllers⁶ are not allowed to maintain more than 3 accounts opened under Easy Account Opening Service. The Bank reserves the right to terminate the banking relationship or require mandatory account upgrade in case of non-compliance.
 - No credit transactions will be processed on Saturdays.
- 3.2 Restricted Transaction Channels
- The Bank does not accept credit transactions via:
 - ATM/Online Banking (Fund transfer within the Bank/FPS)
 - Cheque Deposit Machine
 - Cash Deposit Machine
 - Phone Banking (Fund transfer within the Bank)
 - Mobile Wallet (including but not limited to Alipay, WeChat Pay etc.)
 - EPS
 - Credit Cards
 - Direct Credit (ACH)
 - The Bank does not accept credit/debit transactions via the following channel:
 - Bank Draft
 - USD outward telegraphic transfer
 - Non-local clearing Cheque and Cashier Order
 - Manual processing is expected for the following:
 - Inward telegraphic transfer, CHATS
 - Credit transactions via branch (including cheque box)

4. Fees

No account maintenance fee and no minimum balance requirement for account opened with Easy Account Opening Service.

5. Amendment

The Bank reserves the right to amend, add or delete at any time these terms and conditions by giving reasonable prior notice in writing to you and such notice may be made in such manner and by such means of communication as the Bank shall deem fit, including, without limitation, use of direct mailing material, advertisement, website display or electronic communications such as electronic mail.

6. Account Upgrade

6.1 Clients may apply for account upgrade in order to enjoy the full service of a Standard Account[^], by calling our Dedicated Hotline for SME Banking at 2886 6988.

6.2 Account upgrade will only be approved if the following requirements are met:

(a) Clients provide instruction letter or board minutes/resolutions with authorised signatures and basic account information in accordance with the Client's Memorandum and Articles of Association, indicating the intention to apply for account upgrade.

(b) Clients provide documents and identification/verification information for Standard Account[^] as set out in the table below.

(c) Clients provide any other information/documents as requested by the Bank for the purposes of account upgrade.

Information/Documents to be provided by the Client for Account Upgrade				
	Sole Proprietorship	Partnership	Society/Association/ Incorporated Building Owners/ Mutual Aid Committee	Limited Liability Company Incorporated in Hong Kong
Copy of individuals' identity documents	HK Permanent ID Card/Passport of Proprietor, beneficial owners ¹ and all authorised signatories, certified true by suitable certifier ²	HK Permanent ID Card/Passport of Partners, beneficial owners ¹ and all authorised signatories, certified true by suitable certifier ²	HK Permanent ID Card/Passport of all individuals appearing on the "Board Resolution to Open Bank Account", beneficial owners ¹ and all authorised signatories, certified true by suitable certifier ²	HK Permanent ID Card/Passport of at least 2 directors (including the managing director ³), beneficial owners ¹ and all authorised signatories, certified true by suitable certifier ²
Applicant's Particulars	Full Name, Date of Birth and Nationality of all Director(s) or equivalent and all authorised signatory(ies)			
Business information	Purpose and Reason for Opening the Account or Establishing the Relationship, and Anticipated Value of Activity for Products Used Brief history of the client and description of how the client was set up and developed, and business experience of the relevant people who set up and developed the client's business			

6.3 Fees

For a Standard Account[^], if the client's average aggregate daily credit balance falls below the minimum balance as the Bank from time to time determines, the client shall pay the Bank a periodic maintenance fee as detailed in the Bank's prevailing published tariff of charges.

7. Declaration

7.1 Confirmation on identity documents submitted

The following identity documents are submitted for Easy Account Opening Service:

Item No.	Document type (e.g. HKID)	Subject individuals' name	Remarks (if applicable)
1			
2			
3			
4			
5			
6			
7			
8			

Item No.	Document type (e.g. HKID)	Subject individuals' name	Remarks (if applicable)
9			
10			
11			
12			
13			
14			
15			

7.2 Overall declaration

By signing this document:

- I/We acknowledge that I/we have read and understood the above terms and conditions and agree to be bound by them.
- I/We are fully aware of and agree to the features of the account opened under Easy Account Opening Service.

<p>For and on behalf of the Client</p> <div style="text-align: center;">  </div> <p>_____ Signature of Director/Sole Proprietor/Partner/Chairman</p> <p>Date: _____</p>	<p>For and on behalf of the Client</p> <div style="text-align: center;">  </div> <p>_____ Signature of Director/Sole Proprietor/Partner/Chairman</p> <p>Date: _____</p>
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Notes:

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

[^] Standard Account refers to an ordinary SME Banking Account which is not opened under the Easy Account Opening Service.

¹ "Beneficial owner" means: an individual who (i) owns or controls, directly or indirectly, not less than 25% of the issued share capital or the profits of the corporation/partnership; or (ii) is directly or indirectly, entitled to exercise or control the exercise of not less than 25% of the voting rights of the corporation/partnership; or (iii) exercise ultimate control over the management of the corporation/partnership/unincorporated body; or (iv) if the corporation/partnership/unincorporated body is acting on behalf of another person, means the other person.

² Suitable certifiers include (i) a solicitor, an accountant, a notary public, an auditor, a tax advisor or a member of the judiciary in a FATF members jurisdiction or an Equivalent Low Risk Jurisdiction listed in Note 4 and 5 below, (ii) an officer of a regulated financial institution incorporated in, or operating from a FATF members jurisdiction or an Equivalent Low Risk Jurisdiction listed In Note 4 and 5 below, (iii) a trust or company service provider ("TCSP") licensed by the Registrar of Companies in Hong Kong or similar authority in a FATF members jurisdiction or an Equivalent Low Risk Jurisdiction listed in Note 4 and 5 below, (iv) an officer of an embassy, consulate or high commission of the country/place of issue of documentary verification of identity, (v) a Justice of the Peace in an Equivalent Low Risk Jurisdiction listed in Note 4 below.

³ It also includes the natural person who exercises ultimate control over the management of legal entity.

⁴ The countries/places listed below can be regarded as "Equivalent Low Risk Jurisdictions":

Australia	Austria	Belgium	Canada	Chile	Czech Republic	Denmark	Estonia
Finland	France	Germany	Hong Kong	Iceland	Ireland	Isle of Man	Israel
Italy	Japan	Jersey	Liechtenstein	Lithuania	Luxembourg	Netherlands	New Zealand
Norway	Poland	Portugal	Singapore	Slovakia	Slovenia	South Africa	South Korea
Spain	Sweden	Switzerland	United Kingdom	Uruguay	United States of America		

⁵ The countries and regions listed below are the FATF member jurisdiction:

Argentina	Australia	Austria	Belgium	Brazil	Canada	China	Denmark	
European Commission	Finland	France	Germany	Greece	Gulf Co-operation Council			Hong Kong
Iceland	India	Ireland	Israel	Italy	Japan	Luxembourg	Malaysia	Mexico
Netherlands	New Zealand	Norway	Portugal	Russia	Singapore	South Africa		South Korea
Spain	Sweden	Switzerland	Turkey	United Kingdom	United States of America			

⁶ A Controlling Director or Controller is a person who exercises control over the management of an entity. In a company, a Controlling Director is an individual who sits on the board or equivalent of the company and exerts influence, in an executive capacity, over the company's management and decision making. Controlling Directors also include individuals within an entity or legal arrangement who are not board members, but are able to exercise effective control or exert influence, in an executive capacity, over the entity's or legal arrangement's management and decision making. In Partnerships, Controllers will include persons who exercise control over the management of the partnership.



SC Group Sanctions Policy Statement

Standard Chartered, including its subsidiaries and affiliates (the “Group”), is firmly committed to complying with all applicable economic sanctions laws that are legally binding upon the Group and its businesses. Any breach of sanctions may have a serious impact on our reputation, franchise, regulatory relationships and could impair the Group’s ability to provide products and services to clients. The Group has therefore established a sanctions policy that may be more stringent than what is permitted by law and regulation.

The Group adopts a policy of not entering into any business or transaction that either directly or indirectly involves or is for the benefit of any Sanctioned Parties, even where this would be legally permitted. For these purposes, Sanctioned Parties are defined as:

- (a) parties that any one or more of the United Kingdom (UK), the European Union (EU), the United States (US) or the United Nations (UN) has listed as the target or subject of sanctions; or
- (b) parties which are 50% or more owned (individually or in aggregate) by, or otherwise controlled by, any party described in (a) above; or
- (c) parties which have been internally identified as presenting an unacceptable level of sanctions risk to the Group.

The Group also prohibits and will not facilitate activity with certain governments or parties within certain geographies that are targeted under the sanctions programs of the UK, EU, US, or UN. The Group neither maintains a presence in these sanctioned geographies nor is it the target of these sanctions programs. As these are a direct consequence of international relations, the Group’s Sanctions Policy and specific prohibitions may change from time to time. Current prohibitions include the following:

- (a) **Afghanistan** – The Group does not undertake any business or transaction involving the Government of Afghanistan or where there is a heightened risk that the transaction involves the Government of Afghanistan and/or a Sanctioned Party. Should you have attempted or want to undertake any transaction involving Afghanistan, please check with your Relationship Manager for further details/requirements.
- (b) **Belarus** – The Group does not undertake any business or transaction involving Belarus, any Belarus party, the Government of Belarus, or Belarusian goods.
- (c) **Cuba** – The Group does not undertake any business or transaction that has a US nexus (e.g., involving USD, US persons, US goods, etc), and involves Cuba, any party in Cuba, Cuban goods and services, or the Government of Cuba and its agencies and instrumentalities wherever located; except in very limited circumstances where permitted by an applicable US regulation or Office of Foreign Assets Control (OFAC) licence and approved in strict accordance with the Group’s Policy and Standards..
- (d) **Iran** – The Group does not undertake any business or transaction involving Iran, any party in Iran, Iranian origin goods, exports to or imports from Iran or for use in Iran, or the Government of Iran and its agencies and instrumentalities wherever located.
- (e) **North Korea** – The Group does not undertake any business or transaction involving North Korea, any party in North Korea, North Korean nationals wherever located, North Korean origin goods, exports to or imports from North Korea or for use in North Korea, or the Government of North Korea and its agencies and instrumentalities wherever located; except in very limited circumstances where permitted by an applicable UK, EU, US, and UN regulation or licence and approved in strict accordance with the Group’s Policy and Standards.
- (f) **Occupied Ukraine** – The Group does not undertake any business or transaction involving the territories of Crimea (including Sevastopol), Donetsk, Luhansk, Zaporizhzhia and Kherson (“Occupied Ukraine”), any party in Occupied Ukraine, investments in Occupied Ukraine, any goods, services or technology originating from Occupied Ukraine, or good, service or technology to, or for use in, Occupied Ukraine; except in very limited circumstances where permitted by an applicable UK, EU and US, and UN regulation or licence and approved in strict accordance with the Group’s Policy and Standards.
- (g) **Russia** – The Group does not undertake any business or transactions involving Russia, Russia Parties or Russian origin goods, including imports from or exports to Russia or to third countries for use in Russia. The Group includes within its definition of Russia Parties (i) entities incorporated, constituted, or domiciled outside of Russia if the ultimate beneficial owner of the entity is resident in Russia; and (ii) entities which are a branch or a subsidiary of an entity incorporated, constituted under the law of Russia, or domiciled in Russia, wherever located.
- (h) **Syria** – The Group does not undertake any business or transaction involving Syria, any party in Syria, exports to or imports from Syria or for use in Syria, or the Government of Syria and its agencies and instrumentalities wherever located; except in very circumstances where permitted by an applicable UK, EU, US, and UN regulation or licence and approved in strict accordance with the Group’s Policy and Standards.
- (i) **Venezuela** – The Group does not undertake any business or transaction related to the provision of financing for and any other dealings involving the Venezuelan military or the Venezuelan Government, including its property, or entities owned or controlled by the Venezuelan Government. These prohibitions also extend to all Venezuelan state-owned entities, including Petr6leos de Venezuela S.A. and the Central Bank of Venezuela. The Group may, however, consider undertaking transactions that have been permitted by an applicable UK, EU, US, and UN regulation or licence.

The Group may change the prohibitions described here without notice at any time. If you have any queries in relation to the Group’s Policy position in relation to Sanctions, please contact your Relationship Manager.

Dated as of March 2024