

Regulatory Compliance Statement (the “Statement”)

1. Disclosure of Information

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

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

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

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

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

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

2. Privacy

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

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

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

“**Personal Information**” means any information relating to Data Subjects.

3. Compliance with Laws and Financial Crime Compliance

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

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

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

4. Sanctions

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

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

5. Tax Information Compliance

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

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

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

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

6. Client Classification

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

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

7. Provision of Information

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

8. No Breach

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

9. Termination and Suspension

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

10. Product Documents

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

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

11. Regulatory Information on our Website and Updates

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

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

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

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

Regulatory Compliance Statement – Schedule European Union Bank Recovery and Resolution Directive

This Schedule only applies to your relationship with Standard Chartered Bank ("SCB") branches in a Relevant Jurisdiction.

Background

SCB is subject to the UK Banking Act 2009 (the "**UK Banking Act**") and is regulated by the UK Prudential Regulation Authority (the "**PRA**").

Pursuant to the European Union's Bank Recovery and Resolution Directive, the UK Banking Act has been amended to include a range of powers for the Bank of England to address financial institutions being "too big to fail", including:

- (a) the power to bail-in a failing financial institution, the effect of which may be to write-down or convert (into obligations, shares or other instruments of ownership in any entity) in full or in part, amounts a failing financial institution may owe to its creditors, and / or otherwise amend or modify relevant liabilities. The exercise of such bail-in powers is subject to protections designed to ensure that creditors receive no less favourable treatment than they would have received had the failing financial institution entered insolvency immediately before the exercise of such bail-in powers ("**Bail-in Powers**"); and
- (b) in relation to derivative, repo, securities financing and similar transactions, cross-border recognition of the orderly resolution of a UK firm, prohibiting in-scope entities from creating new obligations or materially amending existing obligations under certain financial arrangements unless counterparties have agreed to be subject to a temporary stay on their rights of early termination and close-out ("**UK Stays Rule**").

SCB is subject to a legal and regulatory obligation to ensure that certain contracts governed by the law of a jurisdiction outside the European Economic Area ("**non-EEA law contracts**") include a contractual clause recognising the exercise of Bail-in Powers and the UK Stays Rule and that its clients or counterparties recognise and agree to be bound by such Bail-in Powers and the UK Stays Rule. To comply with this requirement, contracts entered into between SCB and you in a Relevant Jurisdiction (unless such contract relates to Excluded Liabilities) must be amended as set out below.

Amendment

You acknowledge and accept (notwithstanding any other agreements, arrangements or understandings) that, in relation to any agreement entered into between SCB and you and from time to time, (i) any liability of SCB to you under any such agreement may be written down in full or in part (including reduced to zero), converted in full or in part into other obligations, shares or other instruments of ownership in SCB or another entity, and / or amended or modified (including amendments to amounts due or the dates on which any payments are due, or any other amendment to any contracts with SCB) by the Bank of England under the UK Banking Act; (ii) you are bound by the exercise and effect of such Bail-in Powers; and (iii) in respect of any derivative, repo, securities financing and similar transactions with us, you are bound by the effect of the UK Stays Rule.

Definitions

For such purposes:

"**Relevant Jurisdiction**" means Australia, Bahamas, Brunei, Falkland Islands, Iraq, Japan, Labuan, Philippines, Sri Lanka, USA and any other jurisdiction that we notify you in writing if you have a relationship with an SCB branch in such other jurisdiction.

"**Excluded Liabilities**" means liabilities excluded in accordance with the UK Banking Act, including the following liabilities:

- (a) deposits from individuals and entities with an annual turnover not exceeding EUR50 million or its equivalent taken in SCB branches outside the EEA that would be covered by the UK financial services compensation scheme if they were taken in the UK without any financial limit;
- (b) certain fully secured liabilities;
- (c) liabilities that arise as a result of holding client money;
- (d) liabilities that arise as a result of a fiduciary relationship;
- (e) interbank liabilities with an original maturity of less than seven days; and
- (f) liabilities to critical commercial or trade creditors.

Financial Markets Industry Standard Forms

In relation to the above, the following ISDA protocols will deem the necessary amendments to each agreement impacted by these requirements. SCB has already adhered to each of these protocols:

- The ISDA 2016 Bail-In Article 55 BRRD Protocol
<http://www2.isda.org/functional-areas/protocol-management/protocol/28>

- The ISDA Resolution Stay Jurisdictional Modular Protocol and The UK (PRA Rule) Jurisdictional Module
<http://www2.isda.org/functional-areas/protocol-management/protocol/24>
<http://www2.isda.org/functional-areas/protocol-management/protocol/25>

Further Information

Further information on Article 55 of the European Union Bank Recovery and Resolution Directive can be found here:

Policy Statement PS17/16 – The contractual recognition of bail-in: amendments to Prudential Regulation Authority rules

<http://www.bankofengland.co.uk/pr/Pages/publications/ps/2016/ps1716.aspx>

Further information on the UK Stays Rule and on the Bail-in Powers can be found here:

PRA Rule 2015/82 – CRR Firms and Non-authorized Persons: Stay in Resolution Instrument 2015

<http://www.bankofengland.co.uk/pr/Documents/publications/ps/2015/ps2515app1.pdf>

Policy Statement PS17/16 – The contractual recognition of bail-in

<http://www.bankofengland.co.uk/pr/Documents/publications/ps/2016/ps1716.pdf>

Supervisory Statement SS42/15 - Contractual Stays in Financial Contracts Governed by Third-country law

<http://www.bankofengland.co.uk/pr/Documents/publications/ss/2015/ss4215.pdf>

Policy Statement PS25/15 – Contractual Stays in Financial Contracts Governed by Third-country law

<http://www.bankofengland.co.uk/pr/Documents/publications/ps/2015/ps2515.pdf>