



Terms and Conditions for the Appointment of Contact Persons

The meaning of key words printed in italics like *this* are explained in Section 6 of the Hong Kong Booking Centre Terms and Conditions (the *booking centre terms and conditions*).

By appointing someone as a contact person (a “**Contact Person**”), you authorise us to disclose Account Information (as defined below) to such Contact Person, pursuant to the terms set out herein. A Contact Person shall have the authority set out below in respect of your private banking *account* (which includes all sub-*accounts*), and we, Standard Chartered Bank (Hong Kong) Limited, are authorised to act on the terms herein accordingly.

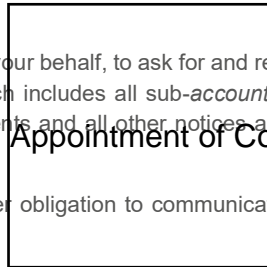
A. Risks of Appointing Contact Persons

As *account holder(s)*, you should be aware of the risks involved in authorising the disclosure of Account Information (as defined below) to a third party such as a Contact Person, including the possibility that a Contact Person may improperly use the Account Information.

B. Authority of Contact Persons

A Contact Person shall have the authority, on your behalf, to ask for and receive from us any and all information whatsoever relating to your private banking *account* (which includes all sub-*accounts*) including, but not limited to, account balances, account statements and performance statements and all other notices and documents relating to your *account* (“**Account Information**”).

Notwithstanding the above, we have no further obligation to communicate with such Contact Person(s) or respond to any question or request from such person.



C. Additional Provisions relating to Contact Persons

You understand that each Contact Person is authorised to amend and/or update his or her personal detail(s) from time to time and that we shall be entitled and authorised by you to rely on the aforesaid amendments and/or updates made by such Contact Person without further notice to you.

We reserve the right to impose a reasonable charge for handling any requests for Account Information made by any Contact Persons.

In particular and for the avoidance of doubt, you agree that each of the terms and conditions contained in the *booking centre terms and conditions* that are applicable to *authorised persons* shall also apply to each Contact Person.

Collection, Use and Disclosure of Personal Data

By affixing his / her signature below, each Contact Person gives us consent for the reasonable collection, use and disclosure of personal information in the same way we collect, use and disclose personal information on the *account holder(s)*. Please refer to the *booking centre terms and conditions* as well as our *privacy statement*, which is available on our website at sc.com/en/privacy-policy.

D. Agreement

1. You accept the risk of any of the Contact Person(s) improperly using the Account Information and hereby expressly agree that we shall owe no obligation, vis-à-vis you, to monitor the use of Account Information by any of the Contact Persons or to report any improper use to you.
2. In the event of your death or incapacity (for an individual *account*) or the death or incapacity of one of the *account holders* (for individuals of a joint *account*), you agree that we may cease to take instructions from, communicate with or send notices to any and all Contact Persons, until such time as we are satisfied (by court order, updated company search or otherwise in its sole discretion) as to the validity of the authority(ies) granted hereunder, including, if required by us, our receipt and acceptance of an updated document evidencing the authorisation of the Contact Person(s) from you (or your successor).
3. You will keep us and the Standard Chartered Group and any director, officer, employee or agent of any of them (collectively, the “**Indemnified Persons**”) indemnified against all losses or costs (including legal fees on a full indemnity basis) suffered or incurred as a consequence of, in connection with or arising out of (i) any Indemnified Person accepting or acting in accordance with this Appointment of Contact Persons (including the disclosure of Account Information to any of the Contact Persons); (ii) an Indemnified Person’s interpretation of the authority conferred on a Contact Person; and (iii) any acts or omissions of any Contact Person.
4. These terms and conditions are valid and will apply until you terminate the appointment of the Contact Person (or each of the Contact Persons) by giving us notice in writing.

E. Governing Law and Jurisdiction

These terms and conditions and any non-contractual obligations arising out of or in connection with these are governed by the laws of Hong Kong and the parties submit to the non-exclusive jurisdiction of the courts of Hong Kong.



委任聯絡人的條款及細則

凡以斜體印刷的主要詞彙，其釋義載於《香港投資中心條款及細則》（《投資中心條款及細則》）第6節。

如閣下委任某人為聯絡人（「聯絡人」），即代表閣下授權我們根據本文規定的條款，向該聯絡人披露賬戶資料（定義見下文）。聯絡人對閣下的私人銀行賬戶（包括所有附屬賬戶）擁有以下權限；而我們，即渣打銀行（香港）有限公司，獲授權根據本文的條款行事。

A. 委任聯絡人的風險

作為賬戶持有人，閣下應該知悉授權向第三方（如聯絡人）披露賬戶資料（定義見下文）所涉及的風險，包括聯絡人可能會不當使用賬戶資料。

B. 聯絡人的權限

聯絡人應有權限代表閣下，向我們索取及接收與閣下私人銀行賬戶（包括所有附屬賬戶）有關的任何及所有資料，包括但不限於賬戶餘額、賬戶結單及業績報表，以及與閣下賬戶有關的所有其他通知及文件（「賬戶資料」）。

儘管上文有所規定，我們並沒有進一步責任與該等聯絡人溝通，或回應該等人士的任何問題或要求。

C. 與聯絡人有關的附加規定

閣下明白每名聯絡人均獲授權，可不時修訂及／或更新其個人詳細資料；亦明白我們有權並得到閣下授權，能於不事先發出通知的前提下，依據該等聯絡人作出的上述修訂及／或更新。

我們保留為處理任何聯絡人就賬戶資料提出的任何要求而收取合理費用之權利。

為避免疑問，閣下特別同意《投資中心條款及細則》內所有適用於獲授權人士的條款及細則，亦應適用於每名聯絡人。

收集、使用及披露個人資料

一旦同意擔任聯絡人，每名聯絡人即同意我們按照我們收集、使用及披露賬戶持有人個人資料的相同方式，合理地收集、使用及披露個人資料。請參考《投資中心條款及細則》和我們的《私隱聲明》，後者可於我們的網站sc.com/en/privacy-policy查閱。

D. 協議

1. 閣下承擔任何聯絡人不當使用賬戶資料的風險，並且謹此明確同意，我們對閣下並沒有責任監察任何聯絡人對賬戶資料的使用情況，或向閣下報告任何不當使用賬戶資料的情況。
2. 倘若閣下身故或喪失行為能力（對於個人賬戶）或賬戶持有人之一身故或喪失行為能力（對於聯名賬戶的個人），閣下同意我們可以停止接受任何及所有聯絡人的指示，停止與其溝通或發送通知，直至我們信納（通過法院命令、更新的公司查冊或其他全權酌情決定的方式）根據本文授予的權限之有效性為止，包括（若我們要求）我們從閣下（或閣下繼承人）收到並接納證明聯絡人授權的更新文件。
3. 閣下將對我們和渣打集團及其任何董事、高級職員、僱員或代理人（統稱為「受彌償人」）因(i)任何受彌償人接受本聯絡人的委任或根據其委任行事（包括向任何聯絡人披露賬戶資料）；(ii)受彌償人對賦予聯絡人權限的詮釋；及(iii)任何聯絡人的任何作為或不作為而遭受或招致、與之有關或由此產生的所有損失或費用（包括按全額彌償基準的法律費用）進行彌償。
4. 本條款及細則具有效力，並將在閣下以書面形式通知我們終止委任聯絡人（或每名聯絡人）前保持適用。

E. 管轄法律及司法管轄區

本條款及細則及由此產生或與之相關的任何非合同責任，均受香港法律管轄，各訂約方接受香港法院非專屬司法管轄。