Terms and Conditions for the Appointment of Authorised Persons for Individual Account

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 an authorised person, you are agreeing to do so pursuant to the terms and conditions set out herein. An authorised person shall have the mandate set out below to operate 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 Authorised Persons

As account holder(s), you should be aware of the risks involved in appointing authorised person(s), including the possibility that an authorised person may act without first consulting you or may act against your wishes (and such act will bind you as account holder). You should consider seeking independent legal advice before appointing authorised persons.

B. Signature Requirement

Signature requirement for an appointment of authorised persons applies only to transactions that we require to be confirmed by signatures. For other transactions, if we receive or confirm instructions by telephone, we are authorised to accept them if they are given or confirmed by any ONE authorised person.

You accept that we may at our discretion require more than one or all authorised persons or the account holder(s) to sign or confirm any instruction if we think it is necessary or prudent to do so.

C. Mandate of Authorised Persons

Full Authority

An authorised person who is specified to have Full Authority shall have the mandate to, on your behalf:

- operate the account (including to open, close and operate sub-account(s));
- purchase, sell or in any other way deal in any asset;
- enter into, act on or terminate any agreement with us, including any agreement for investments, credit facilities or services, give any indemnity or make any representation or provide any information;
- transfer or withdraw money or asset in any manner;
- create encumbrances over the account or assets in the account;
- obtain statements or any information concerning the account generally;
- give us any other instruction in relation to the mandate set out above, provided that the authorised person shall have no power to execute any deed.
Limited Authority

An authorised person who is specified to have Limited Authority shall have the mandate to, on your behalf:

- operate the account (including to open, close and operate sub-account(s));
- purchase, sell or in any other way deal in any asset;
- enter into, act on or terminate any agreement with us, including any agreement for investments, credit facilities or services, give any indemnity or make any representation or provide any information;
- transfer any asset from one sub-account to another sub-account for any purpose;
- create encumbrances over the account or assets in the account;
- obtain statements or any information concerning the account generally;
- give us any other instruction in relation to the mandate set out above, provided that the authorised person shall have no power to execute any deed.

The authority conferred on an authorised person shall be given the widest interpretation, which we may at our discretion determine.

D. Additional Provisions relating to Authorised Person(s)

Collection, Use and Disclosure of Personal Data
By providing his / her specimen signature, each authorised 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/en/privacy-policy.

Specimen Signatures of Authorised Persons
We may rely on the signatures of the authorised persons provided as specimens of their true signatures. Authorised persons will use these signatures when operating the account or giving written instructions to us. We may at our discretion accept signatures that vary slightly from the ones below, as long as they look reasonably similar. You agree that our decision to do so or not do so is binding on you.

E. Agreement

1. You agree that all authorised persons act on your behalf and therefore the decisions and acts of any authorised person are binding on you (and in the event of your demise or legal declaration of incapacity, on your executors or personal representatives, until we receive notice in writing of such event) and all such decisions and acts are hereby ratified and confirmed and you shall ratify all decisions and acts which may hereafter be made, taken or done by any of the authorised persons on your behalf.

2. You agree to 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 (a) any Indemnified Person accepting or acting in accordance with the terms and conditions herein; (b) an Indemnified Person’s interpretation of the authority conferred on an authorised person; and (c) any decisions, acts or omissions of any authorised person.

3. These terms and conditions are valid until you terminate the appointment of authorised persons by giving us notice in writing. You also agree that we may, without needing to give reasons, refuse to act on instructions given by any authorised person if we reasonably believe it prudent to refuse to act.

F. Governing Law and Jurisdiction

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

If there be any inconsistencies between the English and the Chinese versions, the English version shall prevail.
委任個人戶口的獲授權人士之條款及細則

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。

如閣下委任某人為獲授權人士，即代表閣下同意我們根據本文規定的條款及細則如此行事。獲授權人士擁有以下所述授權，以操作閣下的私人銀行戶口（包括所有附屬戶口）：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. 委任獲授權人士的風險

作為戶口持有人，閣下應該知悉委任獲授權人士所涉及的風險，包括獲授權人士可能會在沒有首先諮詢閣下的情況下行事，或者可能會違背閣下的意願行事（而此等行為將對作爲戶口持有人的閣下具有約束力）。在委任獲授權人士之前，閣下應考慮尋求獨立法律意見。

B. 簽名規定

委任獲授權人士之簽名規定，僅適用於我們需要透過簽名確認的交易。就其他交易而言，如本行通過電話接收或確認指示，只要有關指示由任何一名獲授權人士作出或確認，則代表本行獲授權接受指示。

閣下同意，我們出於必要或審慎之考慮，可酌情要求超過一位或全體獲授權人士或戶口持有人簽署或確認任何指示。

C. 獲授權人士的授權

完全權限

如指定的獲授權人士具有完全權限，則其獲授權代表閣下：

- 操作戶口（包括開立、結清及操作附屬戶口）；
- 購買、出售或以其他任何方式進行資產交易；
- 與本行訂立、執行或終止任何協議，包括任何投資、信資融通或服務協議、作出任何擔保保證或任何聲明或提供任何資料；
- 以任何方式轉移或提提取款項或資產；
- 就戶口或戶口的資產设立產權負擔；
- 索取戶口結單及有關戶口的任何一般資料；
- 在獲授權人士並無權力執行任何契據的前提下，向我們提供與上述授權相關之任何其他指示。
有限權限

如指定的獲授權人士具有有限權限，則其獲授權代表閣下：

- 操作戶口（包括開立、結清及操作附屬戶口）；
- 購買、出售或以其他任何方式進行資產交易；
- 與本行訂立、執行或終止任何協議，包括任何投資、信貸融通或服務協議、作出任何彌償保證或任何聲明或提供任何資料；
- 出於任何日的將任何資產從一個附屬戶口轉移到另一個附屬戶口；
- 就戶口或戶口的資產設立或承擔；
- 索取戶口結算及有關戶口的任何一般資料；
- 在獲授權人士並無權力執行任何契據的前提下，向我們提供與上述授權相關之任何其他指示。

賦予獲授權人士的權限應由我們酌情決定予以最廣義的詮釋。

D. 與獲授權人士有關的附加規定

收集、使用及披露個人資料

一旦獲授權人士提供其簽名式樣，即同意我們按照我們收集、使用及披露戶口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。請參阅《投資中心條款及細則》及我們的《隱私聲明》，後者可於我們的網站sc.com/en/privacy-policy查閱。

獲授權人士的簽名式樣

我們會依賴獲授權人士所提供之簽名作爲其真實的簽名式樣。獲授權人士將於操作戶口或向我們作出書面指示時使用這些簽名。本行可酌情接受與下列式樣略有差異之簽名，惟兩者需合理相似。閣下同意本行是否如此行事的決定對閣下具有約束力。

E. 協議

1. 阁下同意所有獲授權人士代表閣下行事，因此任何獲授權人士所作之任何決定及行為均對閣下具有約束力（若閣下去世或法律上被宣佈無行為能力，則對閣下之遺囑執行人或遺產代理人具有約束力，直到我們就此事件收到書面通知爲止），而所有此類決定及行為及此獲授權人及確認，並且閣下追認任何獲授權人士此後代表閣下作出、採取或完成之所有決定及行為。

2. 阁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(a)任何受彌償人因接受或按照本文的條款及細則行事；(b)受彌償人對賦予獲授權人士僅限的詮釋；及(c)任何獲授權人士的任何決定、作成或不作成而遭受或招致，與之有關係或由此產生的所有損失或費用（包括按全額彌償基準計算的法律費用）進行彌償。

3. 本條款及細則具有約束力，並將在閣下以書面形式通知我們終止委任獲授權人士前保持適用。閣下亦同意，倘若本行合理相信此屬審慎做法，則可在無需說明理由的情況下，拒絕執行任何獲授權人士的指示。

F. 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。

若英文版本與中文版本之間有任何不一致之處，概以英文版本爲準。