

LONDON RELATIONSHIP CENTRE
TERMS AND CONDITIONS
EFFECTIVE FROM 14 OCTOBER 2019

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Important Notice

You need to read this document.

These *relationship centre terms and conditions* apply where we, *Standard Chartered Private Bank* in London, provide *relationship services* to you.

Unless we notify you otherwise, these *relationship centre terms and conditions* will apply to any *relationship services* offered by us which you apply for in the future. We may ask you to enter into a separate agreement relating to that *relationship service*.

These *relationship centre terms and conditions* supersede any previous terms and conditions relating to the *relationship services*. You have a right to receive an up-to-date copy of these *relationship centre terms and conditions* in a durable medium at any time throughout the duration of our contractual relationship. Additionally, an up-to-date version of these *relationship centre terms and conditions* is available at all times on our website at <https://www.sc.com/privatebank/en/>.

These *relationship centre terms and conditions* take effect when you choose us to be your *relationship centre* or, if we have already been providing you with *relationship services*, on the date your existing terms and conditions for *relationship services* are amended and replaced by these *relationship centre terms and conditions*.

These *relationship centre terms and conditions* are supplied in English. Any communications between you and us under these *relationship centre terms and conditions* will be in English. If you need to contact us about any aspect of our relationship, please contact your Private Banker. If you are in any doubt as to the meaning or effect of any of these *relationship centre terms and conditions*, we recommend that you seek independent legal advice.

For the avoidance of doubt, to the extent any of your *booking centre terms and conditions* conflict or are inconsistent with these *relationship centre terms and conditions* in respect of any *relationship services* provided by us, the terms of these *relationship centre terms and conditions* shall prevail.

Key words

The meaning of key words printed in italics *like this* are explained in Section 3.

SECTION 1 GENERAL TERMS

PART A OUR PRIVATE BANKING RELATIONSHIP

1. The terms of our relationship

- 1.1 Welcome to *Standard Chartered Private Bank*. We welcome this opportunity to provide *relationship services* to you. The private banking services offered by the *Standard Chartered Group* are made up of: (i) general execution and custody services, which are provided by a *booking centre*, and (ii) *relationship services*, which are provided by us as your *relationship centre*. Your *booking centre(s)* and the *relationship centre* may be in the same location, or may be located separately. These arrangements are described in more detail below.
- 1.2 To open a private banking *account* with a *booking centre*, you should complete an appropriate *account opening application* and submit it to your Private Banker together with the supporting documents that may be required. Each *booking centre* reserves the right to decline to accept any such *account opening application*.

The relationship centre

- 1.3 As your *relationship centre*, we will be responsible for providing you with *relationship services*. A Private Banker will be assigned to assist you with your relationship with the private banking division of the *Standard Chartered Group*. You should be aware that we, as your *relationship centre*, have no authority to commit your *booking centre(s)* to execute any transactions on your behalf, and your *booking centre(s)* may exercise its independent discretion to decline to act on any instruction.

The booking centre

- 1.4 Each of your *booking centres* will open and maintain a private banking *account* in your name, carry out execution of transactions, provide *products* and *services*, perform clearing and settlement services and provide custody services for the *account(s)* your *booking centre* maintains for you, as set out in the relevant *booking centre terms and conditions*. You may give instructions directly to your *booking centre* or through your Private Banker. Your *booking centre* need not be in the same location as your *relationship centre*. You should also see clause 1.7 and 4.17.
- 1.5 There are separate *booking centre terms and conditions* which apply between you and each of your respective *booking centres*.

Products and services

- 1.6 As part of our *advisory services*, we may introduce you to a range of *products* and *services* provided by your *booking centre(s)* designed to suit your private banking needs. Different *booking centres* may offer different *products* and *services*. If you want to use or purchase a *product* or *service*, you will need to comply with the requirements of the *booking centre* that offers that *product* or *service* (which may involve completing an application). Different eligibility criteria may apply to different *products* or *services*. Some *products*, *services* or specific *investments* may not be available to you depending on your location, domicile or nationality.

Product agreements and service agreements

- 1.7 A *product agreement* or *service agreement* entered into with a *booking centre* binds that *booking centre* only (unless expressly stated otherwise), and not other *booking centres* or your *relationship centre*. Similarly, an agreement with your *relationship centre* binds the *relationship centre* only. Neither we nor your Private Banker has the authority to act or enter into a *product agreement* or *service agreement* on behalf of a *booking centre*.
- 1.8 If you are not domiciled in the same location as your *relationship centre*, additional terms and conditions may apply as notified by us.
- 1.9 While we, as the *relationship centre*, are authorised to give you information about *products* or *services* offered by a *booking centre*, neither we nor our Private Bankers or other employees or *agents* have any authority to make representations or agree to terms that are not already set out in a *product agreement* or *service agreement*.

Interpretation

- 1.10 If there is any inconsistency between:
- these *relationship centre terms and conditions* and any of your *booking centre terms and conditions* in respect of *relationship services*, these *relationship centre terms and conditions* prevail; and
 - Section 1 of these *relationship centre terms and conditions* and Section 2 and Section 3 of these *relationship centre terms and conditions*, Section 2 and Section 3 will prevail.
- 1.11 These *relationship centre terms and conditions* and the *accounts* your *booking centre* maintains for you are subject to *applicable law*. If and to the extent that any provision of *applicable law* conflicts with any provision of these *relationship centre terms and conditions* and such provision of *applicable law* cannot be varied contractually, such provision of *applicable law* shall prevail.

2. Pre-conditions to use of the relationship services

- 2.1 Subject to *applicable law* we need not provide you with, or allow you to continue to use, a *relationship service* if:
- we consider you may be in *default*;
 - you have not satisfied any pre-conditions as we notify you at any time;
 - you have not provided us with all documents and information we reasonably request;
 - you give us any incorrect, incomplete or misleading information or document or make an incorrect or misleading representation or warranty;
 - *circumstances beyond our control* occur which prevent us from providing the *relationship service* to you; or
 - if we reasonably determine that it would involve a breach of any *applicable law* or be inconsistent with our policies or prudent banking practice.

3. Advice and recommendations

- 3.1 As your *relationship centre*, we may from time to time provide advice or recommendations on *products* or *services* offered by your *booking centre(s)*. We do so on the terms set out in these *relationship centre terms and conditions*.

Advisory service

- 3.2 As part of our *advisory service*, we may introduce you to a range of *products* with a view to helping you to identify one or more suitable *products*. The meaning of "advice" in the context of the *advisory service* is the provision of a personal recommendation to you

(and any other related services such as arranging for your *booking centre* to execute a transaction which has been recommended or conducting administrative tasks associated with that transaction) rather than the provision of general financial advice.

- 3.3** Where we advise on *investments* in *retail investment products*, we will advise on a restricted basis. We will make a recommendation for you after we have assessed your needs, but we only offer advice on our own *products* and a range of funds and structured products from a limited number of other providers. You may ask us for a list of the *products* upon which we offer advice.
- 3.4** Where we advise on *investments* which are not *retail investment products*, your Private Banker will inform you whether selection may be made from the whole of the market for *products* of that sort or whether it is made on some other basis.
- 3.5** Subject to any investment restrictions you may specify (as described in clause 4.7), we may provide you with *advisory services* in relation to any of the following *investments*:
- shares in companies;
 - debenture stock, loan stock, bonds, notes, certificates of deposit, commercial paper or other debt instruments including, without limitation, government, public agency, municipal and corporate issues;
 - currencies, commodities, base and precious metals and raw materials;
 - traded warrants to subscribe for *investments*;
 - depositary receipts or other similar types of instrument relating to *investments*;
 - unit trusts, mutual funds, open-ended investment companies and other similar schemes, which may be regulated or unregulated, and may be managed onshore or offshore;
 - options on any other investment in this list;
 - futures contracts (that is, rights under a contract for the purchase or sale at any future date but at a pre-agreed price of any other investment in this list);
 - contracts for differences (for example, contracts the return on which depends on movements of the FTSE 100, S&P 500 or other stock or commodity indices, interest rates, currencies or other financial instruments);
 - foreign exchange transactions;
 - such other property or instruments as may be the subject of spot trading (that is, trades which are settled within 1 or 2 days) or forward, futures, option or other trading (whether or not conducted on a *regulated market*); and
 - such other *investments* as we may from time to time consider appropriate. Your Private Banker will be able to update you if we offer *advisory services* in relation to any *investments* other than those set out above.

4. Investment profile

Investment objectives

- 4.1** You must consider carefully what your investment objectives are. Before providing you with investment advice, we will ask you for information regarding your investment objectives, including the length of time for which you wish to hold the investment and the purpose of your investment, your risk tolerance, investment experience or sophistication, financial condition and financial needs (as set out in clause 34 of Section 2). We use this information to determine your risk profile, and we will then help you make investment decisions that meet your risk profile.
- 4.2** If there are circumstances or other considerations that you feel are relevant, you should let us know. Our advice and recommendations will be based on the information you provide us.
- 4.3** You must provide us with all necessary information and you must ensure that the information provided is accurate and complete.
- 4.4** If you have a *joint account* we will ask all *account holders* to jointly decide on an investment profile for the *account* the *booking centre* maintains for you, but we may choose to assess the investment profile of each *joint account holder* separately.

Our obligations in relation to your wider financial planning needs

- 4.5** Although we will comply with our obligations under *applicable law* to assess the suitability of an investment for you, we are not obliged to identify your wider wealth planning needs when we provide our *advisory service* to you unless you expressly request that we do so and we agree to do so. If we agree to advise you on your wider financial planning needs, you agree to provide us with such information as we reasonably consider necessary in order to provide you with such wealth planning recommendations.

Reviewing your assets

- 4.6** We will not keep your *assets* under review to determine whether the *assets* which you hold in the account your *booking centre* maintains for you remain invested in a manner which is consistent with your investment objectives. We will, however, offer you the opportunity to review your portfolio with us periodically.

Restrictions on investments/markets

- 4.7** Before we provide our *advisory service* to you, you may provide us with instructions which set out any restrictions or limitations with respect to the *advisory services* which we provide. For example, you may not want to invest in a particular country or in certain types of *investment*.
- 4.8** If you do not inform us of any investment restrictions, we may provide our *advisory service* to you in respect of any *investment* as long as it is suitable for you.
- 4.9** If you would like to discuss your preferences regarding risk taking, your risk profile, your investment objectives and/or your investment restrictions at any time, please speak to your Private Banker.

Changes to your investment profile

- 4.10** You must inform us promptly if there are any changes to the information which you have provided to us under these *relationship centre terms and conditions* including, but not limited to your preferences regarding risk taking, your risk profile, your investment objectives and/or any investment restrictions.
- 4.11** An amendment or change to the information which we hold about you, in accordance with clause 4.10, will not affect or cause us to change any *advisory services* which we have already provided to you.

You remain responsible for your decisions

- 4.12** You remain responsible for all decisions on whether to invest in, hold or dispose of any *investment* or to enter into any *product agreement* or *service agreement*. We will only pass on your instructions to your *booking centre(s)* to enter into transactions with your approval. You should also see clause 4.17.
- 4.13** While we have a structured sales process in place to help you make investment decisions that meet your risk profile, all *products* and *services* are offered to you, and all *product agreements* and *service agreements* are entered into, on the basis that you are able to make, have made or will make your own assessments and decisions on the merits of the transactions and the risks involved. While we may apply certain suitability standards, we will not exercise judgment on your behalf in respect of any *product* or *service*.
- 4.14** You agree that you will not solely rely on any advice or recommendation we provide in substitution of your own assessment and judgment of a *product* or *service*.

Scope of our advice and recommendations

- 4.15** Where we provide advice, our advice and recommendations are limited to whether a *product* or *service* is suitable for you, based on your investment profile. We will not advise on your wider wealth planning needs, unless you expressly ask us to and we agree. We do not owe you any fiduciary duties.
- 4.16** We are not obliged to keep your holdings in *investments* under review or to monitor their performance for you. In addition, we are not obliged to bring investment opportunities to your attention or to continually update any advice or recommendation we have previously provided you. Any advice or recommendation we give is only valid at the point in time it is given.
- 4.17** If you instruct your *booking centre*, either through us or directly, to enter into a transaction, *product agreement* or *service agreement*:
- despite our advice or recommendation that such transaction or *product* or *service* is not suitable or appropriate for you; or
 - without the benefit of our advice or recommendation;
- such instruction will be considered to be *execution-only*. This means that the decision to enter into the transaction, *product agreement* or *service agreement* is solely yours and we shall not have any liability to you or anyone else for any *advisory services* with respect to such transaction, *product* or *service*.
- 4.18** We do not offer you *tax* advice of any nature. If you are in doubt about the *tax* implications of any investment, you should seek independent professional advice.

Risk warnings and important information relating to your investments

- 4.19** Any advice or recommendation we give is not a guarantee that any *investment* will provide a certain return or that it will meet your investment objectives. You retain full responsibility for making all investment decisions to buy or sell or otherwise deal in *investments* and will not hold us liable for any *losses* as a result of your investment or dealing.
- 4.20** Our *advisory service* does not provide any guarantee that any *investment* recommended will provide a return or that it will meet your investment objectives. It is important to remember that *investments* may go down as well as up and that past performance is not a guarantee of future performance.
- 4.21** Particular risks attach to the different *investments* in relation to which we provide the *advisory services* to you. We have summarised some of these risks in a separate risk disclosure statement. In addition, there may be other risks which attach to particular *products* which we discuss or recommend to you; please see the *product agreement* for the relevant *product*.
- 4.22** It is important that you read carefully and understand all risk disclosure statements we, or your *booking centre*, provide to you to familiarise yourself with the risks of any particular *investment*. If you have not received these risk disclosure statements, please contact your Private Banker.

5. Client categorisation

- 5.1** We have to categorise all our customers in accordance with *applicable laws* to reflect the level of consumer protection to which customers are entitled. Please refer to Section 2 (Regulatory Disclosures for the United Kingdom) for further details on client categorisation.

PART B NOTIFICATIONS AND COMMUNICATIONS

6. Instructions

- 6.1** You may provide instructions to your *booking centre* through us (by providing instructions to your Private Banker) or directly. You should also see clause 1.7 and 4.17. This Part B applies to instructions you give to your *booking centre* through your Private Banker.

Form of instructions

- 6.2** Unless we, as your *relationship centre*, or your *booking centre*, tell you that instructions must be given in a particular way, you may provide instructions by telephone, fax, email or other electronic form. All instructions given through your Private Banker to your *booking centre* must be received within the prescribed timelines and to the address, telephone or fax number, or email address designated by us, as your *relationship centre*, or your *booking centre* to receive such instructions. We may designate different addresses, telephone or fax numbers, or email addresses, for different types of instructions and for different *booking centres*. We reserve the right to pass on your instruction to the relevant *booking centre* only after we have verified them. You are responsible for ensuring the accuracy, completeness and adequacy of instructions given by you. You should also see clause 8.
- 6.3** You acknowledge that we, as your *relationship centre*, may treat all instructions you, or an *authorised person* deliver to us in relation to the *account(s)* your *booking centre* maintains for you, as irrevocable and binding on you.
- 6.4** In the event of a breakdown in the relationship between any *joint account holders*, you should contact us and your *booking centre* as soon as possible to arrange for the *joint account* to be closed and to open new *accounts* in separate names. Your *booking centre* and *relationship centre* reserves the right to refuse to accept or action the instructions from any one of you, and to act only on the joint instructions of all of you, if we or your *booking centre* receive instructions that are in conflict.

Timing of instructions

- 6.5 You should note that we, your *booking centre*, or other members of the *Standard Chartered Group* may have deadlines (including internal deadlines) for taking certain actions (for example, for making subscriptions, redemptions or withdrawals). When delivering instructions to us, you should ensure that you allow reasonable time for us to pass on your instructions in order to meet all relevant deadlines. We will not be liable for any failure to meet a deadline for any reason, unless such failure is directly due to our gross negligence, wilful default or fraud.
- 6.6 We do our best to pass on instructions to the *booking centre* within a reasonable period of time, but processing times may vary. We will not be liable for any *loss* you incur as a result of a delay in us passing on your instructions to the *booking centre* or the processing of your instructions by the *booking centre*, unless such *loss* is directly caused by our gross negligence, wilful default or fraud.
- 6.7 If we receive an instruction on a non-*banking day* or after our “cut-off time” for a *product*, we may treat it as having been received on the next *banking day*. You should also see clause 24.19.
- 6.8 Please contact us if you need to confirm that an instruction has reached us or your *booking centre* or, subject to the other provisions of this clause 6, that it will be passed on to your *booking centre* by a particular time.

How we may act

- 6.9 You authorise us to pass on instructions from you to your *booking centre(s)* (including any instructions we reasonably believe to have been given by you).
- 6.10 We may at our absolute discretion:
- complete, clarify or correct any incomplete or unclear instructions if we reasonably believe we, or your *booking centre*, can complete, clarify or correct the information without referring to you. Notwithstanding this discretion, we may refuse to pass on incomplete or unclear instructions;
 - refuse to pass on one or more instructions that conflict with each other;
 - require verification of any instruction we receive before passing it on to your *booking centre*;
 - pass on instructions to your *booking centre(s)* that we reasonably believe to be authentic as long as we have acted in good faith and in accordance with our usual business practice and procedure in verifying the authenticity of the instructions;
 - refuse to act if we reasonably believe that you have no legal or mental capacity to give instructions; or
 - act in accordance with our usual business practice and procedure and we need only accept instructions if we consider it reasonable and practicable to do so. For example, we may refuse to act if an instruction may involve a breach of our policy, any security procedure or any *applicable law* or any *sanctions*, is inconsistent with prudent banking practice, results in an account being overdrawn or if we believe or suspect the instruction is unauthorised.
- 6.11 We will not be liable for any *loss* you incur as a result of us acting or not acting (as the case may be) on the instruction for any of the above reasons or as a result of your instructions being late, inaccurate, inadequate or incomplete, unless such *loss* is directly caused by our gross negligence, wilful default or fraud.

Inability to process

- 6.12 If we cannot pass on your instructions to your *booking centre* or the *booking centre* cannot process instructions, we will attempt notify you within a reasonable period of time, in accordance with any *applicable law*.

7. Notices and communications

Contact Information

- 7.1 You must give us in writing your address, telephone number, mobile phone number, fax number and/or email address for receipt of notices and other communications. Unless otherwise agreed, notices and communications will be sent to the address, telephone number, mobile phone number, fax number and/or email address designated by you. If these details change, you must tell us so that you can continue to receive notices and communications from us and your *booking centre(s)*. We are entitled to treat the most recent address and/or email address that you provided to *Standard Chartered Group* as your current address and/or email address, until you tell us otherwise in accordance with this clause, and to provide this information to your *booking centre(s)* on your behalf.
- 7.2 If you do not provide us with your updated address or contact information, you will bear any loss that may arise from you not receiving notices and communications. We may suspend or stop sending you notices and communications if we reasonably believe that you are no longer reachable at the address or contact information last notified to us. In such event, you waive all requirements of notice applicable under these *relationship centre terms and conditions*.

When notices and communications to you are effective

- 7.3 Unless otherwise agreed, our notices and communications to you under these *relationship centre terms and conditions* or any other agreement are effective:
- if sent by fax, at the time shown on the transmission report as being successfully sent;
 - if delivered personally, at the time of delivery;
 - if sent by post within the same country, 2 *banking days* after posting;
 - if sent by overseas post, 7 *banking days* after posting; and
 - if sent by email or other electronic form, at the time of transmission unless we receive a delivery failure receipt.
- 7.4 In some cases, our notices and communications may be made as public announcements in daily newspapers, posted at any of our branches, automatic teller machines or our website. In such cases, they are effective at the time of publication or posting, or such other time that we may state in the communication.

Notices and communications to joint account holders

- 7.5 If we are providing the *relationship services* to you as *joint account holders*, notices and communications (including notice of any variation to these *relationship centre terms and conditions* or any confirmations, advices or statements) sent to the contact details you

have provided to us for receipt of notices and other communications in connection with these *relationship centre terms and conditions* are taken to be given to all of you.

Notices and communications to us

7.6 Your notices and communications to us (other than instructions which you provide to your *booking centre* through us in accordance with clause 6) should be addressed to and are effective when received in legible form by the relevant department designated to receive them or act on them.

8. Instructions and communications by post, telephone, fax, electronic form etc

Risks

8.1 You acknowledge and accept the risks of giving instructions to us or communicating with us by post, telephone, fax or electronic means (including by email or short message services). These include, but are not limited to:

- the risk of any instruction being intercepted or given by an unauthorised person;
- the risk that we may not actually receive the instructions, or that they are delayed or incomplete when received;
- the risk that we may pass on or otherwise act on instructions more than once if you send the same instruction to us in different forms; and
- the risk that any information sent electronically or by any electronic equipment you use cannot be guaranteed to be secure or free from virus.

Subject to *applicable law* you agree to bear all such risks and agree to indemnify us for any *loss* incurred as a result of us acting on such instructions or communications unless the *loss* is directly caused by our gross negligence, wilful default or fraud.

8.2 In order to protect yourself against such risks

- you can call us to check if instructions sent by post, fax or electronic means have reached us in a timely manner;
- you should mark all duplicate instructions to us as such; and
- you should check all statements and transaction records for *errors* and report any to us as soon as possible.

Recording of telephone conversations and other electronic communications

8.3 Subject to any *applicable law*, you consent to us recording and/or monitoring our telephone conversations and/or other electronic communications with you (and you confirm you are authorised to and do provide consent on behalf of all *account signatories* or *authorised persons*). We may not inform the caller/user when we do. We or any other member of the *Standard Chartered Group* may also keep records of such telephone conversations and/or of other electronic communications. A copy of such recordings and communications will be available to you on request for a period of five years, and, where required by *applicable law*, for a period of up to seven years. We may use the recorded conversations or communications (or transcripts of such conversations or communications) in any dispute and you agree not to challenge their validity or admissibility. You agree that the recorded conversations and communications remain our property. Not all telephone conversations and electronic communications will be recorded.

Electronic communications and contracts

8.4 You acknowledge that all instructions and communications in electronic form (and our records of those instructions) are original documents in writing. You agree not to challenge their validity, admissibility or enforceability on the basis they are in electronic form or that they were sent electronically.

8.5 You understand that electronically executed contracts are enforceable despite the risks associated with them.

Digital signatures

8.6 Instructions and communications digitally signed as per *applicable law* will have the same validity, admissibility and enforceability as if signed in writing.

8.7 Any communication that is digitally signed must comply with any *applicable law*.

PART C INFORMATION, STATEMENTS AND RECORDS

9. Information you give

Information must be correct

9.1 Each time we provide *relationship services* to you, we rely on the information you give to us and/or your *booking centre(s)*. You agree that, if necessary, we are authorised to access your information from your *booking centre(s)*, and/or we are authorised to provide your information to your *booking centre(s)*. Any information you give to your *relationship centre* or your *booking centre* must be correct, complete and not misleading.

9.2 You must notify us as soon as possible, but in any event within 30 days, if you become aware that any information you have given has changed, or is incorrect, incomplete or misleading. We will not be responsible for any loss incurred by you due to your failure to notify and/or update us promptly and correctly of any change to the information you have given us, including without limitation, any information collected by each *booking centre* with respect to the *account(s)* your *booking centre* maintains for you.

9.3 If you are a corporate entity, partnership or trust, you must notify us if there is any change in your ownership or the persons having control of you (for example, *beneficial owners*, directors, partners or trust managers) immediately upon the change.

What you must give us

9.4 If we ask you to, you will give us any information or documents about you, your financial affairs or any other information we reasonably require. This is likely to include information to enable us to verify your identity. If you are a corporate entity, partnership or trust you also agree to give us any information about, or documents in connection with, your affairs. This includes information such as your constitutional documents and company accounts. You must tell us of, and give us all information we ask for, relating to any *beneficial owner*, *account signatory* or *authorised person*. All information or documents must be in the form we require and certified by a person acceptable to us to be true. We will make such enquiries as we consider appropriate to protect against fraud and misuse of the banking system, and to fulfil our statutory and regulatory obligations and you authorise us to make such enquiries.

- 9.5 If you are in *default* or think you may become in *default*, you must immediately tell us.
- 9.6 If there is any material change to the information you provide to us under these *relationship centre terms and conditions*, you must immediately tell us. Any change to the information you provide shall only be required to take effect in our records within 5 *banking days* after we receive your notice of such change.

Representations and warranties

- 9.7 You represent and warrant that:
- a) (if you are not a natural person) you are duly constituted and validly exist under the law of the jurisdiction of your constitution;
 - b) you have the power and all necessary authorisations to enter into these *relationship centre terms and conditions* and to comply with your obligations and exercise your rights under it;
 - c) your obligations under these *relationship centre terms and conditions* are valid, binding and enforceable and you will not be in breach of any *applicable law*, authorisation, document or agreement by entering into or complying with obligations or exercising rights under them;
 - d) you are able to make, have made or will make your own assessments and decisions on the merits and risks of the transactions you enter into and *products* you invest in, and that you have not relied and will not rely on any advice or recommendation we provide in substitution of your own assessment and judgement of the transaction or *product*;
 - e) all information and each representation given by you (or on your behalf) is correct, complete and not misleading;
 - f) since the date information was given there has been no change in your financial circumstances which may have a material adverse effect on your ability to meet any of your obligations to us or any member of the *Standard Chartered Group*;
 - g) you have not withheld any information (including information about *assets* you own) that might have caused us or the relevant member of the *Standard Chartered Group* not to enter into any agreement with you;
 - h) you have the power and all necessary authorisations to carry on any business you conduct with *Standard Chartered Group*;
 - i) you or any *assets* you own do not have immunity from the jurisdiction of a court or from a legal process (and if you or any *assets* do have such immunity, it is hereby waived);
 - j) unless otherwise stated to us, you are not transacting with us or entering into these *relationship centre terms and conditions* as a trustee, executor, agent or nominee. This means you are liable as principal. If we agree to your transacting with us or entering into these *relationship centre terms and conditions* with as a trustee, executor, agent or nominee, you represent and warrant that you are authorised to do so;
 - k) you are not subject to any on-going legal process and no steps have been taken to appoint a receiver, liquidator, administrator, judicial manager or similar officer in respect of your *assets*;
 - l) you are and will be fully compliant with all *applicable law*, including laws relating to *tax law* and that the *assets* in the *account(s)* your *booking centre* maintains for you or used in connection with these *relationship centre terms and conditions*, are not in any way derived from activities in breach of any *tax law* that applies to you, money laundering or other criminal activities;
 - m) you have not committed, nor have you ever been convicted of any *tax offences* in any jurisdiction;
 - n) you are not in *default* and no event has occurred which may, with the giving of notice or lapse of time or fulfilment of any condition, become a *default*; and
 - o) you have read and understand all risk disclosure statements we, or your *booking centre*, have provided to you with regard to the risks of investing in any *product* prior to making such investment.

You repeat these representations and warranties every time you apply for or use the *relationship services*. You must notify us whenever anything happens which would mean you could not repeat these representations and warranties.

10. Information we collect, use and disclose

- 10.1 It is our policy to treat information relating to you and the *account(s)* your *booking centre* maintains for you as confidential even when you are no longer a customer, and we do so in accordance with *applicable law* and our Privacy Statement. The Privacy Statement can be found at <https://www.sc.com/privatebank/en/privacy-statement.html>.

11. Statements and records to be issued by booking centre

- 11.1 The official statements and transaction records (in the form of confirmations and advices for individual transactions) for the *account(s)* your *booking centre* maintains for you and *products* will be issued by the respective *booking centre(s)* which maintains the *account*. Please refer to the *booking centre terms and conditions* for further details. To the extent we provide any summaries, consolidations, excerpts or any other report or information with respect to your *accounts* or *products*, you acknowledge that such information may not be consistent with your official statements and transaction records, and will only be provided to you on a non-reliance basis. **We will not be liable for any such inconsistencies.**

12. Security requirements

- 12.1 When providing *relationship services* to you, we want to reduce the risk of fraud against both you, us and your *booking centre(s)*. We will, therefore ask you to comply with certain *security requirements*.

- 12.2 The form that these *security requirements* will take will depend on the *relationship services* which we provide to you. When we contact you or you contact us, we will need to check your identity before you can give us instructions or before we can disclose or discuss confidential information about *products* and/or *services*. In order to help us with this:

- (a) you must sign instructions which you give to us in writing;
- (b) we may ask you for proof of your identity (e.g. a passport, photo driving licence or other photo identification) when you come into a branch and wish to give us instructions or discuss the *products* and/or *services* with us;
- (c) if you are permitted to give us instructions about an *account* your *booking centre* maintains for you, any *products* and/or *services* over the telephone, we will require you to identify yourself by means of a password, pass code or other personal identifier. We will agree any password, pass code or other personal identifier with you personally; and
- (d) *strong customer authentication* may be applied where you (or a *TPP*) access an *account* your *booking centre* maintains for you online or use certain electronic banking services.

Any security procedure which is described in this clause 12.2 including but not limited to any password, pass code or other personal identifier is referred to in these *relationship centre terms and conditions* as your *security information*.

- 12.3** If we have checked your identity in one of the ways set out above, we are entitled to assume that we are dealing with you.
- 12.4** Your Private Banker will provide you with further details about the *security requirements*. We may introduce new or different *security requirements* in the future.
- 12.5** Except as otherwise provided in these *relationship centre terms and conditions*, you must keep all your *security information* secret and not disclose it to anyone. You must also take all reasonable care to prevent unauthorised or fraudulent use by others of your *security information*. If you know or suspect that someone knows your *security information* or is impersonating you, you must contact your Private Banker without undue delay. If you fail to do so, you may be liable for all transactions arising since the time when you should have contacted us.
- 12.6** You must also tell your Private Banker immediately if:
- (a) any statement of account or cheque book includes an item which appears to be incorrect;
 - (b) you become aware of or believe there is an *error* or other irregularity in relation to the operation of any *account* your *booking centre* maintains for you; or
 - (c) you become aware of any unauthorised use of your *security information* and / or any other *security breach*.
- 12.7** You agree to take any action that we reasonably require you to take in order to:
- (a) investigate any incorrect statement of account and / or any *error* or other irregularity in relation to the operation of the account(s) maintained by your *booking centre(s)* for you (whether such incorrect statement, *error* or other irregularity has been identified by you, us or your *booking centre*);
 - (b) comply with the *security requirements*; and / or
 - (c) rectify any unauthorised use of your *security information* and / or any other *security breach* identified by us, your *booking centre* or you (including but not limited to those you notify to us in accordance with clause 12.6).
- 12.8** You agree to provide us with any documents, information or other assistance we require in connection with clause 12.7 above.

13. Information we give

Research and commentaries

- 13.1** We may from time to time provide you with information on *investments, products* or markets such as research, reports, market trends, investment analysis, commentary or internal ratings on the performance of selected companies, *assets*, interest rates, exchange rates and/or indices. You understand and agree that such information is for reference purposes only and should not be construed as any endorsement or recommendation of the *investments, products* or markets. Providing you with the information set out in this clause is not an offer or invitation to invest in or purchase any *investment* or *product*. We do our best to ensure that the information we provide is accurate and complete. However, we are not responsible for the accuracy or completeness of the information given.

Prices

- 13.2** We may from time to time provide you with prices with respect to *products* available from your *booking centre(s)* that are quoted from a price quoting agency or third-party source, or from a market that changes rapidly or where prices are delayed. The prices we provide are indicative and for information only. They may not be the price or value at which your *booking centre* would be able to purchase, sell or otherwise deal in the relevant *product*.

Information or prices over the telephone or other electronic means

- 13.3** If we provide account information or prices to you over the telephone or other electronic means, its accuracy is not guaranteed. The statements, confirmations and transaction records sent to you by your *booking centre* represent the formal record of the *account* your *booking centre* maintains for you or *product agreement* with that *booking centre*. You are advised to refer to them. Please refer to the *booking centre terms and conditions* for further details.

Third party reports

- 13.4** Any report we obtain from any third party, valuer or consultant is for our use only. Even if we give you a copy of the report, you cannot rely on it. You cannot sue us, the valuer or consultant if the report is wrong.

PART D CHARGES, INTEREST AND PAYMENTS

14. Commissions

- 14.1** When conducting business for you, we, or your *booking centre*, may receive commissions or other benefits from third parties, such as brokers or third parties if you are introduced to us or by us, in relation to that business to the extent permitted by *applicable law*. We may also pay out commissions or other benefits to third parties when conducting business for you. We will ensure that arrangements for any commissions or benefits are only in place if it means that we give you a better *service*. We will never allow an arrangement for such commissions or benefits to prevent us from acting in your best interests.
- 14.2** Unless required by *applicable law*, neither we nor your *booking centre* have to account to you for such fee or commission, nor will we set off the fee or commission against any fees you owe us.

15. Fees and costs

- 15.1** We will notify you, from time to time, of any fees and *costs* chargeable in relation to these *relationship centre terms and conditions* and the *relationship services* provided by us, including any such fees or *costs* under any specific terms for *relationship services*.
- 15.2** Our fees and *costs* are revised periodically and you must pay the fees and *costs* applying at the relevant time.
- 15.3** Unless expressly stated otherwise, any fees or *costs* of which we notify you in relation to these *relationship centre terms and conditions* and the *relationship services* provided by us do not cover the interest, fees and *costs* chargeable in relation to the general execution and custody services provided by the relevant *booking centre(s)*. For further details on the interest, fees and *costs* chargeable by the relevant *booking centre*, please refer to your *booking centre terms and conditions*.

16. No refund

16.1 Subject to *applicable law* you are not entitled to any refund of any fees or costs you have paid including where the *relationship services* ends.

17. Costs on cancellation

17.1 If you end the *relationship services terms and conditions* before receiving the *relationship services*, we may, subject to *applicable law*, require you to pay the fees and *costs* incurred in connection with the *relationship services*. This includes any legal fees and *costs* in connection with preparation of documents even if these documents have not been signed.

18. You indemnify us

18.1 Subject to *applicable law*, you indemnify the *Standard Chartered Group* and any director, officer, employee or *agent* of any of them against, and must pay to any member of the *Standard Chartered Group* on demand for, any *loss* it reasonably incurs in connection with:

- a) the provision of *relationship services*, including us supporting the establishment and provision of any *product* or any other transaction with your *booking centre(s)*;
- b) searches and enquiries we make in connection with you (including checking for *insolvency*);
- c) instructions you give us;
- d) any *product* or *service* provided by a third party for your benefit (including legal fees and *costs*);
- e) any *tax* payable by us on, or calculated by reference to, any amount paid or payable by you to us (excluding any *tax* payable by us by reference to our net income);
- f) us acting on, delaying or refusing to act on instructions from you or taking action against you;
- g) any *default*;
- h) an increased *cost* in connection with a change in *applicable law*;
- i) any person exercising, or not exercising, rights related to the *relationship services* (including enforcement action and debt collection *costs*, such as valuation fees and auctioneer's charges); and
- j) any litigation brought by you or any third party about the *relationship services*, any *account* your *booking centre* maintains for you, *product* or *service* where we are joined as a party to the proceedings.

18.2 If we ask, you must appear and defend at your own cost and expense any action which may be brought against us in connection with the *relationship services*. If you ask us to commence legal action on your behalf in connection with the *relationship services*, you must indemnify us fully for all *losses* that may arise.

18.3 You must sign any document we reasonably require to give effect to this clause 18.

19. Right of set off

19.1 Each member of the *Standard Chartered Group* may set off any amount such member of the *Standard Chartered Group* owes you against any amount you owe any other member of the *Standard Chartered Group*, whether or not the obligation is matured or contingent. Each other member of the *Standard Chartered Group* may also combine or consolidate all *accounts*. After an injunction, a garnishee order or similar order of court is served on a member of the *Standard Chartered Group*, such member may set off any amounts you owe any member of the *Standard Chartered Group* before a final order is made. If any member of the *Standard Chartered Group* combines *accounts*, any credit funds held by you in your *accounts* may be applied to adjust the amount owing by you in relation to your other *accounts*. Each other member of the *Standard Chartered Group* may exercise its rights under this clause at any time (even if you are not in *default*).

19.2 If you have a *joint account* with any *booking centre*, each member of the *Standard Chartered Group* may set off any amount such member of the *Standard Chartered Group* owes you against any amount owing to any member of the *Standard Chartered Group* by any *account holder*.

19.3 Each member of the *Standard Chartered Group* need not give you prior notice of its intention to exercise this right of set off.

19.4 For the purposes of clauses 19.1 and 19.2, each member of the *Standard Chartered Group* may make any necessary currency conversions at the rate we or they reasonably consider appropriate.

20. Payments - generally

Payments in full

20.1 All payments you must make to us under these *relationship centre terms and conditions* must be received by us on the due date in full and in immediately available funds in the currency we specify and without set-off, counterclaim or deduction or withholding (including on account of any *tax*). If you are required to deduct or withhold any amount, the payment you must make to us must be increased so that the amount of the payment we receive after the deduction or withholding is equal to the amount otherwise payable.

Independent payment obligations

20.2 Your obligation to pay any amount under these *relationship centre terms and conditions* is separate from each other obligation to pay.

Right to withhold

20.3 Any member of the *Standard Chartered Group* may withhold payment of any amount due to you until it is satisfied that it has received or will receive payment of any amount due from you to *Standard Chartered Group*.

Banking days

20.4 Unless otherwise stated in these *relationship centre terms and conditions*, if an amount is due on a day which is not a *banking day*, you must pay it on or before the next *banking day* unless that day falls in the next calendar month, in which case you must pay it to us on or before the preceding *banking day*.

For example, if a payment is due on Friday, 29 January and that day is a public holiday, then because the next *banking day* Monday, 1 February falls in the next calendar month, payment must be made on or before Thursday, 28 January.]

Debiting accounts

20.5 We may debit (without prior notice to you) any fees, costs or any other amount you owe to *Standard Chartered Group* in connection with the *relationship services* from any *account* your *booking centre* maintains for you.

Payments into suspense account

20.6 We may place in a suspense account any payment we receive for so long as we consider appropriate. This is to protect our rights against other amounts you may owe to any member of the *Standard Chartered Group*.

Insolvent payments

20.7 Under *insolvency* law, a person may demand a refund of a payment which we have received from you or on your behalf. To the extent we are obliged to do so or we agree to make a refund, we may treat the original payment as if it had not been made. We are then entitled to our rights against you as if the payment had never been made.

Time of the essence

20.8 Time is of the essence in respect of your obligations to pay any money.

PART E TERMINATION, SUSPENSION AND ENFORCEMENT

21. Termination and suspension

How to terminate these relationship centre terms and conditions

21.1 You may terminate these *relationship centre terms and conditions* by giving 30 days notice in writing and such notice of termination of the *relationship services* shall also be deemed to be your irrevocable notice to each of your *booking centres* to close the *accounts* your *booking centres* maintain for you, unless you have agreed that a different *relationship centre* will provide you with *relationship services* immediately after the termination of these *relationship centre terms and conditions*.

21.2 If all the *accounts* your *booking centre* maintains for you have closed, your *relationship centre terms and conditions* will be automatically terminated.

21.3 We may terminate these *relationship centre terms and conditions* by giving 30 days notice in writing. We do not need to give you any reasons unless required by *applicable law*.

21.4 In exceptional circumstances, we may terminate these *relationship centre terms and conditions* and cease to provide you with *relationship services* immediately and notify you afterwards, (for example if we reasonably believe any *account* your *booking centre* maintains for you is being used for illegitimate purposes). In addition, we may, subject to *applicable law*, end these *relationship centre terms and conditions*, without prior notice to you, if:

- you do not comply with or are in breach of these *relationship centre terms and conditions*, *booking centre terms and conditions*, *product agreement* or *service agreement* and/or any other undertaking with any member of the *Standard Chartered Group*;
- you do not pay, or make any delivery to any member of the *Standard Chartered Group* on the due date or on demand (as the case may be) any sums of money, or of any asset, outstanding under any *product agreement* or *service agreement* or any other arrangement you have entered into with a member of the *Standard Chartered Group* (this includes if you have not ensured there are sufficient funds available in an account which has been nominated for debiting payment) or you do not furnish any member of the *Standard Chartered Group* with adequate *collateral* acceptable to it promptly on demand;
- you have given us incorrect, incomplete or misleading information or made a representation or warranty that is incorrect or misleading in any material respect;
- you have breached any term of any arrangement you have with another financial institution or another financial institution has exercised its right to suspend or terminate your use of any banking facility;
- legal proceedings to recover debts are commenced against you, or your property is subject to enforcement of a judgment by any party;
- you are unable or deemed to be unable to pay your or its debts when they fall due, become *insolvent*, or any of your assets are subject to *insolvency* proceedings;
- your credit standing or financial position becomes, in our opinion, materially weaker;
- we reasonably believe that you have died or become incapacitated (where you are natural persons);
- you act fraudulently or dishonestly or behave in a manner that makes it inappropriate or illegal for us to continue to provide you with *relationship services*;
- criminal investigations or proceedings are commenced against you, or you are convicted of a crime;
- any business you operate is not carried on in a proper manner, or you cease to own or operate it or a substantial part of it, or change it significantly without our consent;
- we consider that the *relationship services* or any *account* your *booking centre* maintains for you or *product* or *service* is being used in an irregular, illegal or improper manner;
- you are a corporate entity, and there is any change of control of you (as determined at our discretion) without our prior written consent;
- a material adverse circumstance occurs which in our opinion gives reasonable grounds to believe that you may not or may be unable to perform any of your obligations under these *relationship centre terms and conditions*; or
- we in good faith, and in our absolute discretion, consider that the performance of any obligation by either you or us under these *relationship centre terms and conditions* is likely to breach any *applicable law*, or would be inconsistent with prudent banking practice, or may damage our reputation.

21.5 We may also, subject to *applicable law*, terminate or cancel one or more *relationship services* at any time.

What happens on termination

21.6 After these *relationship centre terms and conditions* terminate, you must:

- not use the *relationship services* or any benefits in connection with the *relationship services*;

- immediately repay all amounts owing to us under these *relationship centre terms and conditions* including (where relevant) amounts outstanding in relation to any adviser charges, any unwind costs or termination costs and any costs, expenses, taxes, duties, fees, commission, losses incurred or suffered by any member of the *Standard Chartered Group* as a result of and/or in connection with the termination of the *relationship services*;
- do any other thing which these *relationship services terms and conditions* requires to be done when your right to use the *relationship services* terminates.

No effect on rights and liabilities

- 21.7** Terminating these *relationship centre terms and conditions* does not affect any of the rights and obligations of either of us which arose before it terminated. Subject to *applicable law*, you are not entitled to any refund of any fee or amount paid in connection with these *relationship centre terms and conditions*. All provisions in these *relationship centre terms and conditions* in connection with indemnities, limitation of liability, disclosure of information, tax, and the provisions in Section 1 Part F (General) survive termination of these *relationship centre terms and conditions*.
- 21.8** Our rights under this clause 21 are in addition to and do not affect any of our other rights under any other agreement.

Suspension

- 21.9** We may suspend the provision of the *relationship services* at any time for any reason (even if there is no *default*). If we do, and if permitted by *applicable law*, we will notify you as soon as practicable. If we suspend the provision of the *relationship service*, you may not be able to use some or all *products* or *services* with us or with your *booking centre(s)*, and you will not be able to enter into any new *product agreements* or *service agreements* with any of the *booking centres*.

Enforcement action

- 21.10** Any member of the *Standard Chartered Group* may take any action it considers appropriate to recover any amount owing to it, or to enforce these *relationship centre terms and conditions* including:
- employing any third-party agent to collect any amount owing to any member of the *Standard Chartered Group*;
 - subject to *applicable law*, attaching the amount owing to any member of the *Standard Chartered Group* to your *assets*;
 - taking steps to enforce the right of any member of the *Standard Chartered Group* against your *assets* such as by lodging caveats; and/or
 - commencing legal proceedings against you.

PART F GENERAL

22. Taxation

Income tax

- 22.1** We may report income *tax* in cases where we consider that we are or may be legally obliged to do so. If we ask you to do so, you must accurately complete any relevant declarations of non-residence and other documents to enable us to determine whether we are obliged to report *tax*.

Government charges

- 22.2** You must also pay us an amount equal to any government charges and *taxes* (however described) on or in connection with the *relationship services* or these *relationship services terms and conditions*. These are payable whether or not you are primarily liable for those charges and *taxes*.

Withholding tax

- 22.3** If *applicable law* requires us to withhold or deduct any tax from a payment due to you, you will receive the amount less the amount for the *tax*. If you have already received the amount for the *tax*, you will promptly pay that back to us. We will pay the amount for the *tax* in accordance with *applicable law*.
- 22.4** If *applicable law* requires you to deduct any *tax* from a payment to us, you must increase the amount payable so that, after making the deduction, we receive the amount we would have received if no deduction had been required. You agree to pay the amount for the *tax* to the relevant authority in accordance with *applicable law* and give us the original receipts.

Your tax affairs

- 22.5** You are responsible for all *taxes* on the *account(s)* your *booking centre* maintains for you. We may require you to provide us information to help us ascertain your tax status. You must provide us with complete, accurate and up to date information. If information relating to you changes, if you withhold information from us or if you give us incorrect or misleading information relating to you, you may become subject to charges or penalties, or you may be liable for an increased amount in *taxes*. You should seek independent professional tax advice.
- 22.6** You are responsible for your own *tax* affairs. You understand that we take a firm stance on tax-illicit activities. This includes, but is not limited to, income tax, capital gains tax, inheritance tax, property or wealth tax, value-added tax, goods and services tax or stamp duty, regardless of where they apply. Our *relationship services* are provided to you on the basis that you are fully *tax* compliant and that you have not committed nor have you ever been convicted of any serious *tax* offences in any jurisdiction. At all times, you must confirm that, to the best of your knowledge, you have not committed nor have you ever been convicted of any serious *tax* offences in any jurisdiction.

Tax advice

- 22.7** We do not offer you tax advice of any nature. If you are in doubt as to the *tax* implications of these *relationship services*, any *product* or in relation to the *account(s)* your *booking centre* maintains for you, you should seek independent professional advice. You should remember that any *tax* treatment depends on your individual circumstances and may be subject to change.

Value added tax

- 22.8** All payments to be made by you in connection with these *relationship centre terms and conditions* are calculated without regard to any goods and services tax, consumption tax, value added tax or any tax of a similar nature. If any of these types of taxes is payable in connection with the payment, you must pay us an additional amount equal to the payment multiplied by the appropriate rate of tax. You must do so at the same time as making the payment.
- 23. Changes to these *relationship centre terms and conditions***
- 23.1** We may vary these *relationship centre terms and conditions* immediately by notice to you (which may include a public announcement as set out in clause 7.4) in the following circumstances:
- where we reasonably consider that the change would make the terms easier to understand or fairer to you or the change would not be to your disadvantage; or
 - to cover the improvement of any *relationship service*, or the introduction of a new *relationship service*, or the replacement of an existing *relationship service* with a new one; or
 - the withdrawal of a *relationship service* which has become obsolete, or has ceased to be widely used, or has not been used by you at any time in the previous 2 years; or
 - to enable us to make reasonable changes to the way we provide *relationship services* to you as a result of changes in the banking or financial system, technology or the systems we use to run our business; or
 - as a result of a requirement under *applicable law* (or where we reasonably expect that there will be a change in the requirements under *applicable law*).
- 23.2** We may also vary these *relationship centre terms and conditions* by giving 30 days' notice to you (which may include a public announcement as set out in clause 7.4).
- 23.3** You will be treated as accepting a change on the day we tell you it comes into effect unless you request that we cease to provide you with *relationship services* before then. You will not have to pay any extra charges or interest for doing this. If you object to any changes made in accordance with clause 24.2 before the proposed date of their entry into force, you may terminate this agreement free of charge in accordance with Section 1 Part E (Termination, Suspension and Enforcement) and with effect from the date when the changes would have applied.
- 23.4** If we have made a major change or a lot of minor changes in any one year, we will provide you with an updated copy of these *booking centre terms and conditions*, as amended, or a summary of the changes.

Changes to product and/or service agreements

- 23.5** Subject to *applicable law*, your *booking centre* may also vary *product agreements* and/or *service agreements* from time to time. The relevant *product agreement* or *service agreement* may set out steps your *booking centre* must follow to make such a variation.

Changes to fees and charges, interest rates and exchange rates

- 23.6** The fees and charges we apply are as specified in the current *fee schedule* (as may be amended from time to time).

24. Other terms

Suggestions, enquiries or complaints

- 24.1** We strive to continuously improve our client experience and the relationship services that we offer. If you have any suggestions, enquiries or complaints, you can:
- contact your Private Banker in person, by telephone; or by emailing Contact.PVBUK@sc.com; or
 - write to us at:

Standard Chartered Bank
1 Basinghall Avenue
London
EC2V 5DD
United Kingdom

addressing your letter to the Complaints Handling Officer.

Please see Section 2 (Regulatory Disclosures for the United Kingdom) for further details on the complaints handling procedure.

Exclusion of liability

- 24.2** Unless *applicable law* prohibits us from excluding or limiting our liability, we (and any member of the *Standard Chartered Group*, and our or its directors and employees) are not liable for any *loss* you incur in connection with these *relationship centre terms and conditions* or the provision of any *relationship service* (including our inability or delay in receiving or passing instructions to your *booking centre*, or refusing to pass on to your *booking centre* any instruction, in connection with any telegraphic or electronic transfer service, or any act or omission of any member of the *Standard Chartered Group*, including any clearing house, payment, clearing or settlement system or payment intermediary arising out of or in connection with any telegraphic or electronic transfer service). This applies where the *loss* arises for any reason, including (but not limited to):
- your own failure to comply with your obligations under the *agreement*;
 - your own negligence, fraud or wilful default; or
 - our taking an action, or failing to take an action, where in our reasonable opinion our taking or failing to take such an action (as the case may be) is necessary to avoid a breach of any *applicable law*; and even if the *loss* was reasonably foreseeable or where we had been advised of the possibility of the *loss*.
- 24.3** This further applies to any *losses* you suffer that:
- were not, at the time you entered into these *relationship centre terms and conditions*, a foreseeable consequence of our breaching these *relationship centre terms and conditions*;
 - arise from any act or omission caused by *circumstances beyond our control*;

- are caused by any other person, system, institution or payment infrastructure beyond our control or the control of anyone working for us or on our behalf; or
- as a result of the suspension of a *service* or the operation of the *account(s)*; or
- are business *losses*, as opposed to your personal *losses*. We are liable for your direct *loss* only to the extent it is directly caused by our gross negligence, fraud or wilful misconduct.

24.4 You acknowledge that if any representation made by us to you with respect to a *product* or *service* is not set out in a *product agreement* or *service agreement*, you may not rely upon such representation). We are not liable for any *loss* if your Private Banker, or any of our other employees or *agents*, acts without authority.

24.5 You will reimburse us for any *loss* which we may suffer, directly or indirectly, as a result of your breaching these *relationship centre terms and conditions*, any of your *booking centre terms and conditions*, and/or any other agreement, obligation or undertaking with any member of the *Standard Chartered Group*.

Circumstances beyond our control

24.6 If any *circumstances beyond our control* occur, we may take any action we consider appropriate in connection these *relationship centre terms and conditions*.

No knowledge of trust

24.7 Where you act in the capacity of a trustee (whether or not you tell us), we shall not be deemed to have knowledge (whether actual, constructive or otherwise) of the terms of the trust and you shall be solely responsible for any fiduciary duties and for maintaining the terms of the trust.

Waiver

24.8 A provision of these *relationship centre terms and conditions*, or right created under it, may not be waived except in writing signed by the party or parties to be bound and is only effective for the purpose for which it is given.

24.9 If we fail to exercise any right or power under these *relationship centre terms and conditions* or delay our exercise of such right or power, that shall not amount to a waiver of such right or power. That means that we can still exercise that right or power against you even if we have not done so previously.

How we may exercise our rights

24.10 We may exercise a right or remedy, give or refuse our consent in connection with these *relationship centre terms and conditions* in any way we consider appropriate, including by imposing conditions. We need not give you reasons for any decision we make.

24.11 If we do not exercise a right or remedy fully or at a given time, we can still exercise it later.

24.12 Except for a waiver in accordance with Clause 24.8, nothing we do suspends, varies or prevents us from exercising our rights under these *relationship centre terms and conditions*.

24.13 If we waive a right against one *joint account holder* or release one *joint account holder* from his obligations under these *relationship centre terms and conditions*, our rights against the other *joint account holder(s)* are not affected.

24.14 We are not liable for any *loss* caused by the exercise or attempted exercise of, failure to exercise, or delay in exercising, a right or remedy, whether or not caused by our negligence.

24.15 Our rights and remedies under these *relationship centre terms and conditions*:

- are in addition to other rights and remedies given by *applicable law* independently of these *relationship centre terms and conditions*;
- may be exercised even if this involves a conflict of duty or we have a personal interest in their exercise; and
- are not affected by any payment, settlement or anything which might otherwise affect them under *applicable law* including the death, mental or physical disability or *insolvency* of any person (including you).

24.16 Our rights and remedies under these *relationship centre terms and conditions* may be exercised by any of our authorised employees or any other persons we authorise.

Further steps

24.17 You agree to do all necessary acts (such as obtaining consents, signing and producing documents and getting documents completed, signed, stamped, filed or registered):

- to bind you and any other person intended to be bound by these *relationship centre terms and conditions*;
- to show whether you are complying with these *relationship centre terms and conditions*; and
- to confirm anything done by us in the proper exercise of our rights under these *relationship centre terms and conditions*.

Indemnities

24.18 The indemnities in these *relationship centre terms and conditions* are continuing obligations, independent of your other obligations under them. It is not necessary for us to incur expense or make payment before enforcing a right of indemnity.

We act on banking days

24.19 We only receive and pass instructions onto the relevant *booking centre* on a *banking day*. The execution of an instruction will be subject to the *banking days* and working hours of the relevant *booking centre*.

Prompt performance

24.20 If these *relationship centre terms and conditions* specify when you must perform an obligation, you must perform it by the time specified. You must perform all other obligations promptly.

Our other dealings

24.21 Subject to any obligations which we may have in relation to rules on conflicts of interest, and unless required by *applicable law*, where we or any other member of the *Standard Chartered Group* have an interest in a *product* or act in another capacity in relation to a *product* which we introduce to you or discuss with you as part of the *relationship services*:

- (a) we do not have to specifically disclose this to you; and
- (b) we do not have to inform you of anything or any information that comes to our notice in the course of us providing services to any other person in any other capacity.

Outsourcing

24.22 We may employ independent contractors and *agents* (including correspondents) to perform any of our obligations under these *relationship centre terms and conditions*.

Incentive programmes and additional services

24.23 From time to time we may offer incentive programmes or value added services in connection with a *product* offered by the *booking centre* or a third party. We may vary or withdraw the programmes or value added services at any time. We do not guarantee or warrant their quality and, if they are provided by a third party, they are provided on the terms offered by the third party (including the third party's privacy policies). Please contact us if you want to find out more information about the terms of the programmes or services.

Hyperlinked sites

24.24 We are not responsible for, do not endorse, and make no representation or warranty in connection with, any hyperlinked internet sites on our website. We are not responsible for any *loss* you incur in connection with those hyperlinked sites.

Standard Chartered intellectual property

24.25 You will not use the "Standard Chartered Bank" name, logo or trademark or any other intellectual property belonging to the Standard Chartered Group without our prior written consent.

Assignments and transfers

24.26 These *relationship centre terms and conditions* are personal to you. You must not in any way declare a trust over, assign or transfer your rights and obligations under these *relationship centre terms and conditions* to anyone.

24.27 We may assign or otherwise deal with our rights under these *relationship centre terms and conditions* in any way we consider appropriate. If we do this, you may not claim against any assignee any right of set-off or other rights you have against us. If we ask, you must execute and give us or any other person we specify any document we reasonably require for this purpose.

Change in constitution

24.28 You must not change your constitution by amalgamation, consolidation, reconstruction, admission of any new partner or otherwise, without informing us. All agreements, obligations given or undertaken by you remain valid and binding despite any change in our or your constitution by amalgamation, consolidation, reconstruction, death, retirement, admission of any new partner or otherwise.

Complying with a court order or regulatory request

24.29 If we (or any other member of the *Standard Chartered Group*) are served with a court order or a regulatory request from a governmental or regulatory authority, we act in accordance with the court order or regulatory request and you must not commence proceedings against us in relation to our actions under the court order or regulatory request.

24.30 You also agree to do all necessary acts to allow us to act in accordance with the court order or regulatory request.

Compliance with applicable laws

24.31 Nothing in these *relationship centre terms and conditions* requires us to do or not do anything if it would or might in our reasonable opinion constitute a breach of our policy or any *applicable law*, regulation or requirement of any authority. Nothing in these *relationship centre terms and conditions* permits us to do anything that would be a breach of applicable law.

24.32 You agree that you are solely responsible for, and that neither *Standard Chartered Private Bank*, nor *Standard Chartered Group* has any responsibility for, your compliance with any *applicable law* including, but not limited to, any laws, regulations or rules, in your or any other jurisdiction, relating to *tax*, foreign exchange and capital control, and for reporting or filing requirements that may apply as a result of your country of citizenship, domicile, residence or *tax-paying* status.

Severability

24.33 If and to the extent that an *applicable law* is inconsistent with these *relationship centre terms and conditions* in a way that would otherwise have the effect of making:

- a provision illegal, void or unenforceable; or
- a provision contravene a requirement of *applicable law* or impose an obligation or liability which is prohibited by *applicable law*,

then the *applicable law* overrides these *relationship centre terms and conditions* to the extent of the inconsistency, and these *relationship centre terms and conditions* are to be read as if that provision were varied to the extent necessary to comply with that *applicable law* and avoid that effect (or, if necessary, omitted) and the remainder of these *relationship centre terms and conditions* will stand and be read as if that part were not included.

24.34 If any term of these *relationship centre terms and conditions* is invalid, unenforceable or illegal in a jurisdiction, that term is read as varied or severed (as the case requires) only for that jurisdiction and the remainder of these *relationship centre terms and conditions* will stand and be read as if that part were not included.

Anti-money laundering, counter terrorist financing and sanctions

24.35 In order to comply with anti-money laundering laws, counter terrorist financing laws, regulations and policies, including our policies, reporting requirements under financial transactions legislation and requests of authorities, the *Standard Chartered Group* may be:

- prohibited from entering or concluding transactions involving certain persons or entities;
- required to report suspicious activities, including transactions to an authority. Transactions impacted include those that may:
 - give rise to grounds for suspicion of actual or attempted money laundering, or be relevant to an investigation into such;
 - give rise to grounds for suspicion of actual or attempted terrorist financing, or be relevant to an investigation into such;
 - be relevant to investigation of an actual or attempted evasion of *tax law*, investigation of or prosecution of a person for an offence against any *applicable law*; or

- involve persons, entities, countries, goods or services which are suspected to be the subject of, or connected to the subject of sanctions or embargoes imposed by any national or supranational body

- 24.36** A member of the *Standard Chartered Group* may intercept and investigate any payment messages and other information or communications sent to or by you or on your behalf and may delay, suspend, block or refuse to make any payment. The relevant member of the *Standard Chartered Group* is not required to inform you or give reasons for doing so unless required by *applicable law*. Payment screening may cause a delay in processing certain information.
- 24.37** No member of the *Standard Chartered Group* is liable for any *loss* arising out of any action taken or any delay or failure by us, or a member of the *Standard Chartered Group*, in performing any of its duties or other obligations, caused in whole or in part by any steps taken as set out above.

Counterparts

- 24.38** Any agreement with us may consist of a number of copies, each signed by one or more parties. The signed copies form one document.

Governing law

- 24.39** These *relationship centre terms and conditions* and any non-contractual obligations arising out of or in connection with them are governed by the laws of England and Wales.

Jurisdiction

- 24.40** The parties submit to the exclusive jurisdiction of the courts of England and Wales. We may take enforcement action and initiate proceedings in the courts of any other jurisdiction where you may have assets. To the extent allowed by applicable law, we may take proceedings in any number of jurisdictions at the same time. You may only initiate an action in the courts of the location of the *relationship centre*.

Serving documents

- 24.41** Without preventing any other method of service, any document may be served, or court order may be initiated on a party by being delivered to or left at that party's last notified address.

Waiver of immunity

- 24.42** You irrevocably agree to waive all immunity you or your *assets* may enjoy in any jurisdiction.

Death

- 24.43** If you have entered into these *relationship centre terms and conditions* jointly with another *account holder*, these *relationship centre terms and conditions* will not terminate on your death. We will continue to provide *relationship services* to the other *joint account holders* and may provide *relationship services* with respect to the *account* your *booking centre* maintains for you under the presumption that it is co-owned between the *account holders* under a joint tenancy with the right of survivorship.

SECTION 2 REGULATORY DISCLOSURES FOR THE UNITED KINGDOM

25. Standard Chartered Private Bank

- 25.1** *Standard Chartered Private Bank* is the private banking division of Standard Chartered Bank. Standard Chartered Bank is incorporated in England with limited liability by Royal Charter 1853 Reference Number ZC18. The Principal Office of the Company is situated in England at 1 Basinghall Avenue, London, EC2V 5DD.
- 25.2** We are authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and Prudential Regulation Authority. This means that we are obliged to comply with the *FCA Rules* when providing the products and services to you under these *relationship centre terms and conditions*. We are registered on the Financial Services Register under reference number 114276.

26. Client categorisation

- 26.1** We will categorise you as a retail client unless we agree with you otherwise. Categorisation as a retail client gives you the highest degree of consumer protection under the *FCA Rules*.
- 26.2** As a retail client, you may elect to be re-categorised as a professional client if you meet certain criteria in the *FCA Rules*. Professional clients typically have greater knowledge and experience of investing in the financial markets and a higher appetite for risk, and are given a lesser degree of consumer protection under the *FCA Rules*.
- 26.3** If you elect to be re-categorised as a professional client, many *FCA Rules* will not apply in respect of our dealings with you as a professional client. This includes, but is not limited to the following:
- requirements relating to the form and content of our communications to you;
 - our information and disclosure requirements to you;
 - our duty to act in the best interests of clients which applies to a narrower range of business conducted with or for professional clients;
 - assessments relating to suitability and appropriateness;
 - your access to the Financial Ombudsman Scheme; and
 - your eligibility to benefit from compensation under the FSCS.
- 26.4** You may request re-categorisation either generally or in respect of a particular *service*, type of transaction or *product*. Some retail clients elect to be re-categorised as professional clients, notwithstanding the lesser degree of protection, because they find it administratively convenient and it can help them access *products* which require more knowledge and experience.
- 26.5** You must make any request for re-categorisation in writing. We will only accept such a request if we are permitted to do so by the *FCA Rules*, which require us to take into account your financial situation and your ability to bear the risk of a lesser degree of consumer protection.
- 26.6** Where we agree to re-categorise you as a professional client, you are responsible for informing us about any change in your circumstances which could affect your categorisation at any time.

27. Provision of information by website

27.1 We may (where applicable) be required from time to time, to provide you with certain information in a “durable medium”, pursuant to applicable law. Such information may include the following items (the “relevant information”):

- General information about us, as required pursuant to Article 24(4) of *MiFID2*, Article 46 of the *MiFID2 Delegated Regulation* and relevant implementing FCA rules;
- General information about us and our services, as required pursuant to Article 24(4) of *MiFID2*, Article 47 of the *MiFID2 Delegated Regulation* and relevant implementing FCA rules;
- Information about the nature and risks of certain financial instruments as required pursuant to Article 24(4) of *MiFID2*, Article 48 of the *MiFID2 Delegated Regulation* and relevant implementing FCA rules;
- Information concerning the safeguarding of financial instruments and holding of client money by, as required pursuant to Article 24(4) of *MiFID2*, Article 49 of the *MiFID2 Delegated Regulation* and relevant implementing FCA rules;
- Information on costs and associated charges, as required pursuant to Article 24(4) of *MiFID2*, Article 50 of the *MiFID2 Delegated Regulation* and relevant implementing FCA rules; and
- Information about our execution policy, as required pursuant to Article 66(3) of the *MiFID2 Delegated Regulation* and relevant implementing FCA rules.

27.2 You specifically consent to the provision by us of such *relevant information* (where it is required, by applicable law to be so provided to you) by means of a website and where such relevant information is not personally addressed to you.

28. Information we collect, use and disclose

28.1 In respect of clause 10, you have the right to access details held by UK credit reference agencies. We will supply details of these credit reference agencies upon request.

28.2 In some cases, the recipient of your information may be based in a country outside the UK and the European Economic Area (including, without limitation, India, Hong Kong and Singapore) that does not offer the same level of data protection as the UK. However, where required by *applicable law*, we will ensure that parties to whom your information is transferred agree to protect your information to the same level as required under data protection laws and all other *applicable law* in the UK.

28.3 In common with other banks, we have to process payments (including sending/receiving money within and outside the UK) through other entities including other banks and operators of financial payments systems. These entities may process or store the payment information in other countries where *applicable law* requires disclosure of the payment details, including names and addresses and other sender and beneficiary details, to governmental and regulatory authorities for the purpose of fighting crime and terrorism. In certain circumstances, we may provide substitute information instead of address details to payment *services providers* upon your written request.

28.4 You must ensure that, if relevant, you have permission from relevant individuals to pass their personal information to us so that we can use it as set out in these *relationship centre terms and conditions*.

28.5 Your information will be retained by us for as long as we require it for the purpose of providing the *services* to you or as required by *applicable law* or accounting or regulatory requirements. After this time, your information will be securely deleted.

28.6 You have the right to request a copy of the information we hold about you or to request to have inaccurate information corrected or deleted. If you wish to contact us about this, please ask your Private Banker. Alternatively, you can write to the Data Protection Officer at Standard Chartered Bank, 1 Basinghall Avenue, London EC2V 5DD. We may charge a small fee to cover the cost of providing copy information. This fee will be no more than £10. The maximum fee chargeable by *applicable law* is £10 for this type of enquiry.

29. Compensation

29.1 In the event that we are unable to meet our obligations to you, you may have a right to seek compensation from the Financial Services Compensation Scheme (the **FSCS**) in respect of certain *services* which we provide to you.

29.2 The FSCS is governed by specific rules on compensation which determine eligibility and the circumstances in which compensation will be available. The FSCS will only pay compensation if it is satisfied that the following conditions apply:

- you are an **eligible claimant**. In practice, FSCS protection is generally limited to private individuals and small businesses;
- you have made an **application** for compensation;
- the claim is a **protected claim**. These are generally claims relating to insurance, investment products, deposit taking and mortgage and home finance *products*;
- the claim is made against a **relevant person** and the relevant person is in default.

29.3 Under the FSCS:

- compensation to depositors (to which you may be entitled if we provide banking services to you) is limited to 100% of the first £85,000 per person;
- compensation in respect of home finance *products* (to which you may be entitled if we provide mortgage advice and arranging to you) is limited to 100% of the first £85,000;
- compensation in respect of insurance *products* (to which you may be entitled if we provide insurance advice and arranging to you) is limited to:
 - for compulsory insurance, 100% of your claim with no upper limit; or
 - otherwise, 90% of your claim with no upper limit; and
- compensation in respect of other *investment services* (to which you may be entitled if we provide *investment services* or custody services to you) is limited to 100% of the first £85,000.

29.4 The FCA reviews these limits from time to time. The amounts listed here are currently in force at the date on which we produced these *relationship centre terms and conditions*. Please speak with your Private Banker to confirm whether the amounts have changed.

29.5 Further information about the *FSCS* and those who are eligible claimants under the *FSCS* may be obtained from your Private Banker or from:

The Financial Services Compensation Scheme

10th Floor Beaufort House

15 St. Botolph Street

London EC3A 7QU

Website: <http://www.fscs.co.uk>

Tel: +44 (0)20 7741 4100

Fax: +44 (0)20 7741 4101

30. Commission

30.1 Where we advise you on a *retail investment product*, we will not receive commissions or other benefits from third parties nor offer commissions or benefits to third parties in relation to that business.

31. Conflicts of interest

31.1 We will take all reasonable steps to identify conflicts of interest between:

- us (or any member of the *Standard Chartered Private Bank*) and our clients; or
- one client and another.

31.2 We will maintain and operate effective organisational and administrative arrangements with a view to taking all reasonable steps designed to prevent conflicts of interest from causing or giving rise to a material risk of damage to your interests. We have procedures in place to manage conflicts of interest and we keep these regularly under review. A copy of our detailed policy can be obtained from your Private Banker.

31.3 If a potential conflict of interest arises, we will always ensure that transactions into which we enter on your behalf are on terms that are no less favourable to you than if no potential conflict had existed.

32. Complaints

32.1 If you are not satisfied with any aspect of the *relationship services*, you can tell us about your concerns in the following ways:

- by contacting your Private Banker in person, by telephone; or by emailing Contact.PVBUK@sc.com; or
- by writing to us at:

Standard Chartered Bank

1 Basinghall Avenue

London

EC2V 5DD

United Kingdom

addressing your letter to the Complaints Handling Officer.

32.2 Our aim is to resolve your complaint as soon as possible. After receiving a complaint from you we will send you a prompt written acknowledgement (usually within 3 *banking days*) that we have received your complaint and we are investigating it.

32.3 We will send you a final response within 40 banking days receipt of your complaint.

32.4 If you are not satisfied with the decision in our final response, you may be entitled to refer your complaint to the Financial Ombudsman Service. The Financial Ombudsman Service is an independent organisation set up by law in the UK to give consumers a free and impartial service to settle complaints against businesses providing financial services. Further information including details of those who are eligible to complain can be obtained from the Financial Ombudsman Service at <http://www.financial-ombudsman.org.uk/> or from or your Private Banker.

32.5 If you wish to refer your complaint to the Financial Ombudsman Service you will need to write to:

The Financial Ombudsman Service

South Quay Plaza

183 Marsh Wall

London E149SR

Alternatively, you can phone them on +44 (0)800 023 4567

32.6 The Financial Ombudsman Service will usually only review your complaint if you refer it within 6 months of the date of our final response.

33. Cancellation rights

33.1 You have a right to cancel these *relationship centre terms and conditions* or, if you do not want to cancel the *relationship centre terms and conditions* in full, you may cancel any of the *relationship services* within 14 days from the later of:

- the date of these *relationship centre terms and conditions*; and
- the date on which these *relationship centre terms and conditions* were received by you.

33.2 By cancelling these *relationship centre terms and conditions*, the *relationship centre terms and conditions* will be terminated. You will not incur any cancellation fee, charge or penalty except for any shortfall (where we have provided *relationship services* to you during the cancellation period).

33.3 If you wish to cancel these *relationship centre terms and conditions* or any of the *relationship services*, you must send a notice in writing to your Private Banker.

33.4 If you do not exercise your right to cancel, these *relationship centre terms and conditions* and the *relationship services* will remain in effect until otherwise terminated in accordance with their terms. If you choose to cancel one or more specific *relationship services* (but not all of them), the *relationship centre terms and conditions* will remain in effect until otherwise terminated in accordance with their terms.

33.5 If you decide to cancel these *relationship centre terms and conditions* or any of the *relationship services*, termination will be subject to the termination provisions set out in the *terms and conditions* and/or the service specific terms as applicable.

34. Suitability

34.1 Where we provide *advisory services* to you and we recommend that you purchase an investment, we are required to take reasonable steps to ensure that the investment is suitable for you, taking into account your knowledge and experience in the relevant investment field, your financial situation, your preference regarding risk taking, your risk profile and investment objectives. The reason for assessing suitability is to enable us to act in your best interests.

34.2 As part of the process of assessing the suitability of our investment advice for you, we will ask you to provide us with information illustrating your knowledge and experience in relation to the investments and markets on which we are advising and also information about your financial situation. We will use this information to assess your appetite for risk and whether the investments in question are suitable for you. It is important that you provide accurate and up-to-date information in order that we may assess suitability and act in your best interests. If a transaction or investment is unsuitable for you we will advise you accordingly.

34.3 Notwithstanding the above, we will not provide you with ongoing periodic assessments of the suitability of investments recommended to you.

35. Appoint an agent

35.1 If you do not have an address in England, you agree to appoint and maintain an agent with an address in England to accept service of any legal process in England, if we request, and give us confirmation of such appointment. You irrevocably consent to the service of process outside of England by registered mail to your last known address. We may serve process in any other manner permitted by *applicable law*.

36. Death or incapacity

36.1 We must be notified as soon as possible after your death or incapacity by:

- (a) anyone seeking to act as your executor;
- (b) anyone who is legally entitled to act on your behalf to deal with your estate; or
- (c) where you have entered into these *relationship centre terms and conditions* jointly with another account holder, by the surviving *joint account holder*.

36.2 In the case of death, we will need probate from the UK to evidence the death of that person and authorisation to show an appointed executor or beneficiary has authority to deal with the deceased's estate prior to passing on any instructions with respect to the *account(s)* your *booking centre* maintains for you. In the case of incapacity, we need a certified copy of a legally recognised declaration of incapacity and evidence to show that someone has legal authority to deal with your estate.

36.3 Unless you have entered into these *relationship centre terms and conditions* jointly with another *account holder*, these *relationship centre terms and conditions* will continue to bind your estate until your *accounts* are closed by the person who is responsible for your affairs after your death or incapacity.

37. Third party rights

37.1 The Contracts (Rights of Third Parties) Act 1999 does not apply to these *relationship centre terms and conditions*.

37.2 These *relationship centre terms and conditions* do not create or confer any rights or benefits enforceable by any person not a party to it except:

- a member of the *Standard Chartered Private Bank* may enforce any rights or benefits, or any indemnity, limitation or exclusion of liability, in these *relationship centre terms and conditions*; and
- a person who is a permitted successor or assignee of the rights or benefits of these *relationship centre terms and conditions* may enforce those rights or benefits.

No consent from the persons referred to in this clause is required for the parties to vary or rescind these *relationship centre terms and conditions* (whether or not in a way that varies or extinguishes rights or benefits in favour of those third parties).

SECTION 3 MEANING OF WORDS

38. Meaning of words

The following words used in these *relationship centre terms and conditions* have the meaning set out below.

account means a private banking account your *booking centre* maintains for you and includes any sub-account opened and maintained in respect of a *product*.

account holder means the person(s) named as the "Account Holder" in the *account opening application* for an *account* your *booking centre* maintains for you, and if there is more than one, it means each person separately as well as every two or more persons jointly.

account opening application means any form of authority or request under which an *account* with your *booking centre* is opened or maintained for you.

account signatory means, if you are a corporate entity, any person you appoint (either alone or collectively) to deal with your *booking centre* on your behalf in relation to an *account* which your *booking centre* maintain for you, as if such person were the *account holder*.

advisory service means where we refer, solicit the sale of, recommend or advise you on *products* and/or *services* offered by your *booking centre(s)*.

affiliate means, in respect of the Standard Chartered Group, a body corporate, partnership or unincorporated association that is a member thereof.

agent means any agent, broker, dealer, counterparty, advisor, banker, attorney, custodian, sub-custodian, depository, manager, service provider or nominee selected or used by us in connection with any of the *relationship services*.

AISP means a duly authorised person acting by way of business to provide an online service to provide consolidated information on one or more *accounts* your *booking centre* maintains for you. An **AISP** may also provide you with consolidated information on accounts which other providers maintain for you.

applicable law means in any jurisdiction, the laws, regulations, orders, rules, rulings, notices, judicial decisions, directions, requirements, requests, guidelines and/or codes issued by governmental, regulatory or quasi-governmental authority, court or tribunal affecting or relating to any matter including but not limited to any matter covered by these *relationship centre terms and conditions*.

assets means property or assets of any nature and includes any credit balance, money, *investments*, documents, instruments, other property deposited or held with your *booking centre*, all or part of any present and future business, undertaking, real property, personal property, uncalled capital, revenues and any rights of every description (whether actual or contingent, present or future) to receive, or require delivery of, any of the foregoing.

authorised person means any person you authorise (either alone or collectively) and your *booking centre* approves to operate an *account* your *booking centre* maintains for you, to act on your behalf to give instructions to, or requests from your *booking centre*, to perform any other acts under a *product agreement* or to use any *product* excluding a *TPP*.

banking day means a day on which banks are open for general business in the *booking centre* and/or *relationship centre* or both, as the case may be.

beneficial owner means any person who beneficially owns or has control over an *account* your *booking centre* maintains for you or the *assets* in that *account*, whether through ownership or other means (as determined in accordance with the processes and procedures of *Standard Chartered Group*, in accordance with *applicable laws*).

booking centre means the *Standard Chartered Group* member with which the relevant *account(s)* is/are opened.

booking centre terms and conditions means the terms and conditions issued by the relevant *booking centre* (as amended, supplemented or replaced from time to time) pursuant to which your *booking centre* maintains an *account* for you, or provides you with *products* and/or *services*.

CBPII means a payment service provider that issues card-based payment instruments that can be used to initiate a payment transaction from an *account* your *booking centre* maintains for you.

circumstances beyond our control means circumstances determined by us to be beyond our reasonable control including any act of God, government or state, natural events, natural disasters, acts and regulations of any public, regulatory or governmental authorities or clearing houses or settlement systems, adverse market or trading conditions, failure by any third party for any reason to perform its obligations, any failure of power supplies, computer systems or communication lines, exchange closure, war or other hostilities, act of terrorism, industrial action, strike and civil disturbances.

collateral means any *asset* held by, or for the benefit of, your *booking centre* as security for the payment of any amount you owe to any member of the *Standard Chartered Group*, including any amount you may owe to *Standard Chartered Group* in the future, or for the performance of your obligations, including any future obligations. It includes any *asset* which is subject to a security interest agreement, a mortgage, charge, pledge, lien, *guarantee*, indemnity or similar instrument.

collateral provider means each person who provides *collateral* and all *guarantors*.

costs means costs, charges and expenses including those in connection with legal advisers.

default means any of the events or circumstances described or referred to in clause 21.4.

derivative means a rate swap transaction, swap option, basis swap, forward rate transaction, commodity swap, commodity option, equity or equity index swap, equity or equity index option, bond option, interest rate option, foreign exchange transaction, cap transaction, floor transaction, collar transaction, currency swap transaction, crosscurrency rate swap transaction, currency option, credit protection transaction, credit swap, credit default swap, credit default option, total return swap, credit spread transaction, repurchase transaction, reverse repurchase transaction, buy/sell-back transaction, securities lending transaction, weather index transaction or forward purchase or sale of a security, commodity or other financial instrument or interest (including any option with respect to any of these transactions) or a transaction that is similar to any transaction referred to) above that is currently, or in the future becomes, recurrently entered into in the financial markets (including terms and conditions incorporated by reference in such agreement) and which is a forward, swap, future, option or other derivative on one or more rates, currencies, commodities, equity securities or other equity instruments, debt securities or other debt instruments, economic indices or measures of economic risk or value, or other benchmarks against which payments or deliveries are to be made and any combination of these transactions.

error includes any omissions, discrepancies or irregularities.

exchange means any exchange, trading system, platform or organised market on which purchasers and sellers of *securities* or derivatives are brought together and through which orders may be transmitted including, but not limited to, stock exchanges and alternative trading systems.

execution-only means an execution order passed on by us to your *booking centre* on your specific instructions, or which you have provided directly to your *booking centre*, and in respect of which neither the *relationship centre* nor any other member of the Standard Chartered Group has provided you with *advisory services*, or has advised or recommended against such order (also see clause 4.17).

FCA means the UK Financial Conduct Authority, whose registered office is at 12 Endeavour Square, London, E20 1JN (or any successor regulatory body who may regulate the provision of the *services* in the future).

FCA Rules means the rules and guidance issued by the *FCA*, as amended from time to time.

fee schedule means, a document (which may not necessarily be called a 'fee schedule') setting out the fees and costs that apply to a *product*.

FSMA means the Financial Services and Markets Act 2000, as amended from time to time.

guarantee means any guarantee as defined in the *booking centre terms and conditions*.

guarantor means any guarantor as defined in the *booking centre terms and conditions*.

insolvency or insolvent means, for a person (whether natural or corporate), the occurrence of any corporate action, legal proceedings or other step in relation to:

- suspension of payments, moratorium of indebtedness, bankruptcy, *désastre*, liquidation, judicial management, winding up or composition or arrangement with creditors;
- the appointment of a receiver, liquidator, judicial manager or administrator in respect of that person or any of its assets;
- expropriation, compulsory acquisition or resumption of any of its assets;
- attachment, sequestration, distress or execution affecting any of its property or the enforcement of any security interest over its assets; or
- anything having a substantially similar effect to any of these things happening in any jurisdiction.

investments mean *securities* and structured investments.

joint account means an *account* your *booking centre* maintains for you, which you have entered into jointly with another person or other people.

joint account holder means where you have entered into these *relationship centre terms and conditions* jointly with another person or other people, you and each of those other persons.

loss includes losses, damages, *costs* (including legal *costs* on a full indemnity basis), fines, expenses, fees, charges, actions, suits, proceedings, claims, claims for an account or equitable compensation or equitable lien, any other demands or remedy whatsoever, or any diminution in the value of or loss or damage to any property or security or any lost opportunity whereby the value of the same could have been increased or otherwise.

mail means all statements, advices and other correspondence and mail concerning these *relationship services*, any *accounts* your *booking centre* maintains for you, transactions, *investments*, *products* and *services*.

MiFID2 means Directive 2014/65/EU on markets in financial instruments.

MiFID2 Delegated Regulation means the Commission Delegated Regulation (EU) supplementing *MiFID2* as regards organisational requirements and operating conditions for investment firms and defined terms for the purposes of that Directive.

product means each facility, product or other *service* your *booking centre* may from time to time make available to you under a *product agreement* or *service agreement*, as the case may be. In these *relationship centre terms and conditions*, a reference to a *product* includes a *service* and vice versa.

product agreement means, for a *product*, the agreement between you and your *booking centre* made up of the applicable documents specified by your *booking centre*.

regulated market means an exchange on which investments are traded which is subject to specific rules prescribed by applicable law which govern its operation and how it must treat persons who use it to enter into transactions.

relationship centre means Standard Chartered Private Bank in London, a member of the *Standard Chartered Group*.

relationship centre terms and conditions means these terms and conditions issued by us (as amended, supplemented or replaced from time to time) pursuant to which we provide you with *relationship services*.

relationship services means services provided to you by us, including but not limited to: (i) client relationship management and liaison for the *account(s)* your *booking centre* maintains for you; (ii) the receipt and passing on of instructions from you to your *booking centre(s)*; (iii) advisory services, referral services and arranging transactions; (iv) collecting information from you on behalf of your *booking centre(s)* with respect to the *account(s)* your *booking centre* maintains for you and your *products* and *services*; (v) providing you with information from your *booking centre(s)* with respect to the *account(s)* your *booking centre* maintains for you and your *products* and *services*; (vi) any other *services* we may specify or agree from time to time.

retail investment product means a life policy, a unit in a collective investment scheme, a stakeholder pension scheme, a personal pension scheme, an interest in an investment trust savings scheme, a security in an investment trust, any other investment which offers exposure to underlying financial assets, in a packaged form which modifies that exposure when compared with a direct holding in the financial asset or a structured capital-at-risk product, whether or not these are held within an individual savings account or child trust fund.

sanction includes any economic and/or trade sanctions imposed by any regulator in any jurisdiction where we operate in, any supranational organisation, official body, or by any other country or governmental authority.

securities mean equities, bonds, commercial paper or other debt instruments (including without limitation government, public agency, municipal and corporate issues), debentures, debenture stocks, certificates of deposit, treasury bills, bills of exchange, units or interests in unit trusts or mutual funds or any other kind of collective investment schemes, warrants, options, futures (including rolling spot forex contracts) and contracts for differences, securitised structured products such as notes, warrants or certificates, depositary receipts or other similar types of instrument relating to investments, debt certificates which may be drawn by lot for redemption, mortgage bonds and any other interests, rights or property, whether in the form of an instrument or otherwise, commonly known as securities in the jurisdiction in which they are created or issued.

security breach means any (i) fraud or attempted fraud against you or us and / or (ii) any other operational and / or security incident affecting you, us and / or any other market participants (including a cyber-security attack).

security information has the meaning given to it under clause 12.2.

security requirements means any steps required to reduce, manage or report (i) fraud or the risk of fraud against you or us. (ii) any other actual or potential operational and / or security risks or incidents that may affect you, us and / or any other market participants (including a cyber-security attack).

service means each service your *booking centre* may from time to time make available to you under a *service agreement*. You should also see definition of *product*.

service agreement means, for a *service*, the agreement between you and the *booking centre* made up of the applicable documents specified by your *booking centre*.

Standard Chartered Group means each of Standard Chartered PLC and its subsidiaries and affiliates (including each branch or representative office).

Standard Chartered Private Bank means the private banking division of Standard Chartered Bank.

strong customer authentication means an authentication based on the use of two or more of the following three elements:

- knowledge (something only you know e.g. a password or a security question);
- possession (something only you possesses e.g. a token generator or a key); and
- inherence (something that you inherently are e.g. a biometric feature such as a finger print or retina scan),

each of the above three elements being independent, in that the breach of one does not compromise the reliability of the others. Strong customer authentication must be designed in such a way as to protect the confidentiality of the authentication data.

structured investment means a structured investment or *derivative* entered into pursuant to our *structured investment terms*.

structured investment terms means the terms for *structured investments*.

tax means any tax, levy, impost, duty or other charge or withholding of a similar nature (including any penalty or interest payable in connection with any failure to pay or any delay in paying any of it).

TPP means an *AISP* and / or a *CBPIL*.

Headings in these *relationship centre terms and conditions* are for convenience only and do not affect their interpretation. Where the context admits words in the singular, include the plural and vice versa, and words in one gender include any other gender.

A reference to:

- “we”, “our” or “us” means *Standard Chartered Private Bank* in London, a member of the *Standard Chartered Group*, acting as your *relationship centre*;
- “you” means the *account holder(s)* to whom we provide *relationship services*, and in relation to any dealing with an *account signatory* (if you are a corporate entity) or an *authorised person* (if you appoint one), “you” includes such person;
- “person” includes an individual, a partnership, a corporate entity, an unincorporated association, a government, a state, an agency of a state and a trust;
- “corporate entity” includes a partnership, a corporate entity, an unincorporated association, a government, a state, an agency of a state, a trust and any other non-personal entity;
- a person (including you) includes that person’s executors, administrators, successors, substitutes (including by novation) and assigns and these *relationship centre terms and conditions* binds those persons;
- the words “including”, “such as” or “for example” when introducing an example does not limit the meaning of words to which the example relates, to that example or examples of a similar kind;
- a “law” or “laws” includes any regulation, rule, order, notice, direction, requirement, request or guideline (whether or not having the force of law, and as amended, modified or re-enacted from time to time) of any governmental, regulatory or quasi-governmental authority, court or tribunal having jurisdiction over the *Standard Chartered Group*;
- a document includes any variation or replacement of it and any reference to any details set out in a document (for example, limits, fees, interest rates or repayment arrangements) is a reference to those details as varied in accordance with a *product agreement* or as otherwise agreed;
- anything includes any part of it.



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Standard Chartered Bank is incorporated in England with limited liability by Royal Charter 1853 Reference Number ZC18. The Principal Office of the Company is situated in England at 1 Basinghall Avenue, London EC2V 5DD. Standard Chartered Bank is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and Prudential Regulation Authority.

Standard Chartered Bank (trading as Standard Chartered Private Bank) is an authorised financial services provider (licence number 45747) in terms of the South African Financial Advisory and Intermediary Services Act, 2002.