

## Regulatory Compliance Statement (the "Statement")

### 1. Disclosure of Information

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

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

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

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

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

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

### 2. Privacy

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

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

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

"Personal Information" means any information relating to Data Subjects.

## 监管合规声明 (“声明”)

### 1. 信息披露

集团（“我们”或“我们的”）需要使用并共享客户信息以有效地运营，包括与我们向客户提供产品和服务相关以及为客户服务之目的。

我们将对客户提供的或与客户相关的信息予以保密，但我们可将该等信息(i)向任何银行成员披露；(ii)向任何银行成员的负有保密义务的专业顾问、保险公司、保险经纪人或为便于集团在多个国家运营及提供产品和服务的服务提供者(例如运营、行政、数据处理和技术方面的服务提供者)披露；或(iii)按照法律或任何有权机关的要求进行披露。

“关联机构”指，就一家公司而言，其任何子公司、控股公司或该控股公司的任何其他子公司以及（如适用）其在任何管辖区域内的任何代表处和分支机构。

“有权机关”指对任何银行成员有管辖权的政府、半政府、行政、监管或监督机构或机关、法院或仲裁庭。

“银行成员”指Standard Chartered PLC或其任何关联机构，且“集团”指全体银行成员。

“法律”指任何有权机关颁布的任何法律、法规、规定、指令、命令、要求、指南、制裁、禁令和限制、或与任何有权机关达成的协议。

### 2. 隐私

为遵守适用的法律，在向客户提供产品和服务的过程中，我们将需要对客户的数据主体的个人信息进行收集、持有、使用和共享。

我们的隐私声明(<https://www.sc.com/en/privacy-policy.html>)概述了集团如何处理个人信息。客户同意使客户的数据主体知晓我们的隐私声明。

“数据主体”指在我们与客户保持银行关系期间，我们收到其个人信息的所有个人，包括客户的直接和间接受益人、董事、管理人员以及授权人员。

“个人信息”指与数据主体有关的任何信息。

### 3. Compliance with Laws and Financial Crime Compliance

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

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

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

### 4. Sanctions

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

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

### 5. Tax Information Compliance

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

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

### 3. 遵守法律和金融犯罪合规

集团致力于遵守集团运营所在管辖区域的法律（包括适用的金融犯罪合规法律和法规，例如关于反洗钱、反贿赂和腐败的法律）。

由于集团遵守法律的能力与我们客户的行为直接相关，我们要求客户遵守所有适用的法律，并以不使客户或集团违反所有适用的法律的方式经营客户的业务。

如果客户发现对于该等法律的任何违反、或因违反与我们向客户提供的产品和服务有关的任何适用法律或本声明中规定的事项，而向客户或客户的子公司提起的任何诉讼、调查或程序，客户应当立即通知我们（除非该等行为被法律所禁止）。

### 4. 制裁

集团有义务遵守包括美国、欧盟或任何欧盟成员国在内的制裁法律（“制裁”）。任何对制裁的违反可能对我们的声誉、特许经营权和监管关系产生严重影响，并可能损害集团向客户提供产品和服务的能力、以及与客户进行交易的能力。

由于集团遵守制裁的能力与我们客户的行为直接相关，客户确认并保证(i)客户和客户的子公司不是制裁的目标或主体；且(ii)不以任何成为制裁的目标或主体的人的利益，或者以可能造成客户或客户的子公司或任何银行成员违反任何适用的制裁或者成为制裁的目标或主体的方式，利用或将要利用涉及银行成员的任何产品、服务或交易（或上述产生的收益）。如果提供任何产品或服务或处理任何交易可能导致我们违反集团的制裁政策，我们保留不进行上述行为的权利。

### 5. 税务信息合规

集团在全球各类税务信息申报法律（例如《海外账户纳税法案》）项下有义务收集我们客户的信息，将信息申报给有权机关，并在特定情况下从向客户的支付中扣缴税款。

为建立客户和客户的数据主体的税收状况之目的，我们可要求客户或客户的数据主体提供文件或信息。如果该等文件和信息有任何变更，或发生了可以表明客户或客户的数据主体的税收状况变更的情形，客户应将该等变更立即告知我们。

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

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

## 6. Client Classification

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

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

## 7. Provision of Information

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

## 8. No Breach

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

## 9. Termination and Suspension

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

## 10. Product Documents

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

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

如果客户或客户的数据主体未能在我们要求时提供文件或信息，我们可自行决定客户的税收状况并据此对待客户。

我们可能被要求从向客户作出的支付中扣缴税款并上交有权机关。

## 6. 客户分类

我们可能不时向客户和/或第三方或公共渠道请求提供并得到信息，以便确定客户在适用法律项下的监管分类（或客户管理的基金的上述分类）。我们会将该等分类通知客户并且为遵守我们的义务使用该等分类，包括报告义务、商业行为、保证金和担保品以及适用法律规定的其他要求。

如客户了解到我们先前通知客户的任何监管分类或我们持有的关于客户和/或客户管理的基金的信息（包括联系方式）不准确或不完整，客户将立刻并且无论任何情况下都应在与我们订立任何交易之前通知我们。除非我们收到相反通知，我们将认为客户(1)确认该监管分类并且我们持有的关于客户和/或客户管理的基金的信息完整且准确；并且(2)同意并允许集团将客户与我们订立的衍生品交易信息报告给任何有权机关（包括交易信息库）。

## 7. 信息提供

客户同意（或将促使客户的关联机构和数据主体）向我们提供我们可能合理要求的与本声明涵盖的事项有关的文件和信息。客户将及时将任何文件和信息的变更通知我们以保证它们是最新的、准确的和完整的。

## 8. 不得违反

我们无义务作为或不作为，如该作为或不作为将会或可能导致我们违反任何适用法律。

## 9. 终止和中止

若(i)客户违反任何适用法律或任何本声明所列事项，或者(ii)履行交易、提供服务或继续我们与客户的关系将导致我们违反任何适用法律，我们有权暂停交易或服务或者终止交易、服务或我们与客户的关系。

## 10. 产品文件

本声明应构成规范任何一项产品、服务和交易，无论客户已经或将要与我们达成的任何特定法律文件（“产品文件”）的一部分。

如该产品文件中的相关术语是本声明的补充或与本声明术语不一致，以产品文件中的相关术语为准。

## 11. Language

This Statement has been written in Chinese and English. In the event of any inconsistency, the Chinese version prevails.

## 12. Availability and Updates

The most current version of this Statement (including translations) is available on our website ([www.sc.com/en/rcs/](http://www.sc.com/en/rcs/)).

We reserve the right to amend this Statement from time to time and will make such updates available to you including, without limitation, by way of letter, email or on our website ([www.sc.com/en/rcs/](http://www.sc.com/en/rcs/)). These updates shall apply to our relationship going forward and automatically.

## 11. 文本

本声明语言为中文和英文。如有不一致，以中文文本为准。

## 12. 获取与更新

本声明（包括其翻译）的最新版本可于我们的网站 ([www.sc.com/en/rcs/](http://www.sc.com/en/rcs/)) 上获取。

我们保留不时修改本声明的权利，并且将通过包括但不限于信函、电子邮件或我们的官方网站 ([www.sc.com/en/rcs/](http://www.sc.com/en/rcs/)) 的方式向客户提供该更新。这些更新应进一步并自动适用于我们与客户的关系。