

Notice of Change

With effect from 1st September 2019 (“Effective Date”), the following changes as set out in Part A and Part B below will take place.

Part A. Revisions on “Banking Terms and Conditions”

Contents of “Banking Terms and Conditions” will be revised and supplemented respectively as follows.

New contents are underlined and removed contents are marked with strikethrough lines:

Equity Linked Investment Services Terms & Conditions		
Original Clause No.	Amended Clause No.	Amendments
3.2	NA	The Client hereby authorises the Bank to buy and sell Equity Linked Investments for the account of the Client and otherwise deal with Equity Linked Investments, receivables or monies held in or for the Equity Linked Investment Account, monies held in or for the Settlement Account or securities (other than Equity Linked Investments) held in or for the Securities Account upon the Instructions of the Client as given in accordance with these terms and conditions. Unless otherwise indicated by the Bank (in the confirmation for the relevant transaction or otherwise), the Bank shall act as <u>agent principal</u> for the Client in effecting transactions pursuant to this Agreement <u>these terms and conditions</u> and the Bank will have no liability to the Client should the Client not be able to buy or sell the Equity Linked Investments except as a result of the Bank’s negligence or wilful breach of duty.
3.4	NA	The Client understands and agrees that the Bank, and its officers, employees, servants and agents, may receive fees, commissions and other remuneration consideration and monetary or non-monetary benefits (in cash or in kind) in connection with the Client’s purchase or sale of the Equity Linked Investments.
13.1	NA	The Bank hereby discloses, and the Client hereby confirms, that the Bank may receive fees, commissions and other remuneration consideration and monetary or non-monetary benefits (in cash or in kind) in the circumstances described above.

13.2	NA	The Bank shall not be liable to account to the Client for any emoluments, commissions , profits or any other benefits whatsoever earned by it in relation to any transactions in the Equity Linked Investments effected in pursuance of Instructions received from the Client.
Debt Securities Services Terms & Conditions		
Original Clause No.	Amended Clause No.	Amendments
3.2	NA	“...Unless otherwise indicated by the Bank (in the confirmation for the relevant transaction or otherwise), the Bank shall act as <u>agent principal</u> for the Client in effecting transactions pursuant to <u>these terms and conditions</u> this Agreement and the Bank will have no liability to the Client should the Client not be able to buy or sell the Debt Securities except as a result of the Bank’s negligence or wilful breach of duty.
13.2	NA	The Bank shall not be liable to account to the Client for any emoluments, commissions , profits or any other benefits whatsoever earned by it in relation to any transactions in Debt Securities effected in pursuance of Instructions received from the Client.
Investment Fund Services Terms & Conditions		
Original Clause No.	Amended Clause No.	Amendments
1.2 “Application”	NA	“Application” means the application form signed by the Client (<u>including application form signed by the Client with electronic signature</u>) in respect of the Investment Fund Services;
1.2 “Client”	NA	“Client” means any client signing (<u>including through electronic signature</u>), and named in, the Application and who has applied to the Bank to subscribe to the Investment Fund Services and in whose name the Settlement Account is maintained; where the Investment Fund Services are to be jointly subscribed by, and the Settlement Account is in the joint name of, two or more persons, then unless otherwise specified or the context otherwise requires, “Client” shall mean all of such persons collectively;
1.2 “Instruction”	NA	“Instruction” means any instruction from the Client given to the Bank for the purposes of these terms and conditions <u>in accordance with clause 7</u> ;
7.1	NA	Upon applying for the Bank’s Investment Fund Services and unless <u>otherwise determined by the Bank</u> , the Client shall provide to the Bank on the Bank’s form of signature card

7.1	NA	the names and specimen signatures of the persons authorised to give and/or sign instructions on behalf of the Client (“Authorised Persons”). The Client shall promptly notify the Bank of any changes that may be made from time to time to the list of its Authorised Persons. Until the Bank has received the Client’s notification of such changes, the Bank is entitled to rely on the last list of Authorised Persons on record with the Bank.
NA	7.8 (New)	<u>The Client agrees and acknowledges that the Application can be signed by the Client with electronic signature through the internet and/or mobile application portal made available at the discretion of the Bank. Such electronic signature shall be in such digital form as determined by the Bank in its discretion. If the Application is made available to the Client under such portal, terms and conditions, fees and charges, important notes and disclosure statements (if any) applicable to such portal shall apply in addition to these terms and conditions.</u>
17.2	NA	The authorised signatories for the Settlement Account shall be the authorised signatories for the Investment Fund Account with the same limitation (if any) on signing authority, and the signature(s) of the Settlement Account shall be the Client’s specimen signature(s) for operating the Investment Fund Account. The Bank may also act on instructions, in relation to such Investment Fund Services Terms & Conditions Investment Fund Account and Settlement Account, confirmed by a signature that matches any specimen signature in our records about the Client, or otherwise in accordance with clause 7.
Securities Services Terms & Conditions		
Original Clause No.	Amended Clause No.	Amendments
1.2	NA	“Application” means the application form signed by the Client (<u>including application form signed by the Client with electronic signature</u>) in respect of the Securities Services;
1.2	NA	“Client” means any client, being an individual in his personal capacity, signing (<u>including through electronic signature</u>), and named in, the Application and who has applied to the Bank to subscribe to the Securities Services and in whose name the Securities Account and the Settlement Account are maintained; where the Securities Services are to be jointly subscribed by, and the Securities Account and the Settlement Account are in the joint name of, two or more persons, then unless otherwise specified

1.2	NA	or the context otherwise requires, “Client” shall mean all of such individuals collectively;
NA	2.10 (New)	<u>The Client agrees and acknowledges that the Application can be signed by the Client with electronic signature through the internet and/or mobile application portal made available at the discretion of the Bank. Such electronic signature shall be in such digital form as determined by the Bank in its discretion. If the Application is made available to the Client under such portal, terms and conditions, fees and charges, important notes and disclosure statements (if any) applicable to such portal shall apply in addition to these terms and conditions.</u>
29.2	NA	The Client acknowledges that he shall be solely responsible for compliance with all obligations of disclosure under the relevant provisions of Part XV of the Securities and Futures Ordinance, the Codes on Takeovers and Mergers and Share Repurchases, and any other applicable laws, rules or regulations relating to disclosure of interests in securities in Hong Kong or any other relevant countries/ <u>regions</u> , each as amended from time to time. The Bank shall not be obliged to give notice of holdings to the Client in any form or by any time limit for such purpose save any notice or statement to be issued as expressly set out in these terms and conditions. The Client acknowledges that neither the Bank nor any Bank Affiliate, their respective directors, officers or employees shall be liable for any loss, cost or expense of the Client from any failure or delay by the Client or any other person to disclose in accordance with any such obligation nor any delay or default in notification to the Client as to the carrying into effect of instructions and shall indemnify the Bank for any loss, cost or expense arising from any such failure.
40.2 (a)	NA	The Client hereby: (a) irrevocably submits to the non-exclusive jurisdiction of the courts of Hong Kong and of any country/ <u>region</u> where the Client has assets now or in the future;
41.7 (a)	NA	Personal Data (a) The Personal Data collected by us in connection with the provision of the Securities eDocuments Service to you will be used by us for the purpose of performing our obligations under these terms and conditions and other purposes arising out of and in connection with our

41.7 (a)	NA	provision of the Securities eDocuments Service. You agree that all Personal Data relating to a person collected by the Bank from time to time may be used and disclosed for such purposes and to such persons (whether the recipient is located in Hong Kong or another country, or in a country/ <u>region</u> that does not offer the same level of data protection in Hong Kong) in accordance with the Bank’s policies on use and disclosure of personal data. Such policies are set out in statements, circulars, terms and conditions or notices made available by the Bank to you from time to time. The collected data may be (i) used in connection with matching procedures (as defined in the Personal Data (Privacy) Ordinance), and (ii) disclosed (by way of bank references or otherwise) to any financial institution with which you have or propose to have dealings to enable such financial institution to conduct credit checks on you.
42.6	NA	The authorised signatories for the Settlement Account shall be the authorised signatories for the Securities Account with the same limitation (if any) on signing authority, and the signature(s) of the Settlement Account shall be the Client’s specimen signature(s) for operating the Securities Account. The Bank may also act on instructions, in relation to such Securities Account and Settlement Account, confirmed by a signature that matches any specimen signature in our records about the Client, <u>or otherwise in accordance with clause 2 or the Client Terms (in relation to the giving of instructions by telephone or via the Internet).</u>
II. Additional Terms and Conditions for Standard Chartered China Connect Securities Services 8(ii)	NA	(ii) provide to the Stock Exchange of Hong Kong (“SEHK”) your assigned BCAN and such identification information of you (“Client Identification Data” or “CID”), including your name in English and Chinese (if applicable and available), Identity Document (“ID”) issuing country/ <u>region</u> , ID type and ID number relating to you, as SEHK may request from time to time under the Rules of the Exchange.

You may visit any of our branches or visit our website at sc.com/hk to obtain a copy of the revised version of the above-mentioned documents on or after the Effective Date.

Part B: Notice of Central Securities Depositories Regulation

With the implementation of the European Union’s Central Securities Depositories Regulation (CSDR), we would like to inform you that according to CSDR Article 38(5), Standard Chartered Bank (Hong Kong) Limited (the “Bank”), in its capacity as a custodian and direct participant, is required to offer our clients the choice

between an Omnibus Client Segregated Account (OSA) and an Individual Client Segregated Account (ISA) (brief details set out below) for their holding of securities (including Debt Securities and Equity Linked Investments) at each Central Securities Depository (CSD) within the European Economic Area (“EEA”):

- An OSA is used to hold the securities of a number of clients on a collective basis
- An ISA is issued by us to hold the securities of a single client and therefore the client’s securities are held separately from the securities of other clients

Additionally, to comply with CSDR Article 38(6), the Bank is required to disclose the levels of protection and the costs associated with the different levels of segregation for OSA and ISA in respect of securities that we hold directly for our clients with the Central Securities Depository(ies) (CSDs) within the EEA.

As a high level summary, following costs are considered to be relevant with respect to ISA:

- On-boarding costs
- Processing costs
- Third Party Charges[^]

[^]Certain Third Party Charges may be imposed periodically (e.g. if a CSD charges a monthly or annual facilitation fee per ISA). All Third Party Charges are subject to periodic and ongoing review and change by the relevant Third Parties from time to time.

The abovementioned costs are charged by the CSDs to the Bank and the Bank will get reimbursed directly from those clients who have opted for an ISA in order to safekeep their assets / holdings transacted through the Bank.

If you do not wish to change your account structure from an OSA (which is the current account structure) to an ISA, you are not required to respond to this notice.

Details of the levels of protection and the costs associated with the ISA could be found under the title “Notice of Central Securities Depositories Regulation” at our website: sc.com/hk/online-banking/notice/

The above changes shall be binding on you if you retain or continue your banking relationship with us after the Effective Date. If you do not wish to accept the above changes, please refer to the applicable terms and conditions and let us know. We may however not be able to continue providing services to you if the above changes are not accepted.

For enquiry, please call our 24-hour Customer Service Hotline at 2886 8868.

If there is any inconsistency or conflict between the English and Chinese versions, the English version shall prevail.

Standard Chartered Bank (Hong Kong) Limited
July 2019

Issued by Standard Chartered Bank (Hong Kong) Limited



更改通知

由2019年9月1日起（「生效日期」），「銀行產品條款及細則」及「中央證券存管條例(CSDR)通知」之服務內容將作出修訂或補充，更改列明如下。

A. 銀行產品條款及細則之修訂

修訂之內容已用底線標記，而刪除之內容已用刪除線標記。

股票掛鈎投資服務條款及細則		
條款編號	修訂後條款編號	修訂
3.2	NA	客戶謹此授權本行按照客戶根據本條款及細則發出的指示，為客戶戶口買賣股票掛鈎投資產品及以其他方式處理股票掛鈎投資產品、在或為股票掛鈎投資戶口持有的可收款項或款項、在或為交收戶口持有的款項或在或為證券戶口持有的證券（股票掛鈎投資產品除外）。除非本行另有訂明（在有關交易確認書中或以其他方式），本行須就根據此協議條款及細則進行的各項交易為客戶擔任代理大主事人，但若客戶無法買賣股票掛鈎投資產品，本行概不負責，但因本行疏忽或故意違反義務而造成者除外。
3.4	NA	客戶了解並同意，本行、其高級人員、僱員、服務員及代理可就客戶買賣股票掛鈎投資產品（以現金或實物形式）收取費用、佣金及其他報酬及代價及非金錢或金錢利益。
13.1	NA	本行謹此披露，且客戶謹此確認，本行可在上述情況下（以現金或實物形式）收取費用、佣金及其他報酬及代價及非金錢或金錢利益。

13.2	NA	本行毋須向客戶交待其根據客戶之指示進行之股票掛鈎投資產品交易所賺取之任何酬金、佣金、利潤或任何其他利益。
「債券投資服務」條款及細則		
條款編號	修訂後條款編號	修訂
3.2	NA	除非本行另有訂明(在有關交易確認書或以其他方式)，本行須就根據此協議條款及細則進行的各項交易為客戶擔任代理大主事人，本行概不負責，但因本行疏忽或故意違反義務而造成者除外。
13.2	NA	本行毋須向客戶交待其根據客戶之指示進行之債券交易所賺取之任何酬金、佣金、利潤或任何其他利益。
基金投資服務條款及細則		
條款編號	修訂後條款編號	修訂
1.2 「申請表」	NA	「申請表」指客戶就「基金投資服務」簽署的申請表格（包括電子申請表格）；
1.2 「客戶」	NA	「客戶」指任何在申請書內列名及簽署（包括電子簽署），已向本行申請使用「基金投資服務」且結算戶口以其名義維持的客戶；若「基金投資服務」由兩名或以上人士共同申請使用，而結算戶口亦以該等人士名義維持，則除非另有訂明或文義另有規定，「客戶」應為所有該等人士的合稱；
1.2 「指示」	NA	「指示」指客戶就本條款及細則以及就第7條給予本行的任何指示；
7.1	NA	除非本行另行安排，在申請本行的「基金投資服務」時，客戶需在本行的印鑑表格上向本行提供可代表客戶給予及/或簽署指示的授權人（「授權人」）的名稱及簽署式樣。客戶必須儘速通知本行有關其授權人名單上不時出現的任何更改。在本行未有接到客戶通知有關該更改前，本行有權依據其存案中最後一份授權人名單行事。

NA	7.8 (新增)	客戶同意及確認，可以透過本行不時備有的網上及/或流動平台，以電子簽署的形式簽署申請表，而本行將自行酌情決定該電子簽署之電子形式。如本行提供上述的網上及/或流動平台供客戶簽署申請表，除了本條款及細則、該平台的服務條款及細則、費用及收費、重要事項以及披露聲明（如有）亦當適用。
17.2	NA	所有結算戶口的授權簽署人為基金投資戶口的授權簽署人，受相同的簽署權限(若有)所規範，而結算戶口的簽署須為用於運作基金投資戶口的客戶簽字樣式。任何對以上基金投資戶口及結算戶口的指示，如根據第7條或經符合本行有關客戶的簽署式樣紀錄的簽署確認，則本行可按其行事。
「股票投資服務條款及細則」條款及細則		
條款編號	修訂後條款編號	修訂
1.2	NA	「申請表」指客戶就「股票投資服務」簽署的申請表格（包括由客戶電子簽署的申請表格）；
1.2	NA	「客戶」指以個人身分在申請表內列名及簽署（包括電子簽署）、已向本行申請「股票投資服務」且以其名義維持股票投資戶口及結算戶口的客戶；若「股票投資服務」由兩名或以上人士聯名申請，並以兩名或以上人士聯名維持股票投資戶口及結算戶口，則除非另行訂明或文義另有所指，「客戶」一詞應為上述所有人士的合稱；
NA	2.10 (新增)	客戶同意及確認，可以透過本行不時備有的網上及/或流動平台，以電子簽署的形式簽署申請表，而本行將自行酌情決定該電子簽署之電子形式。如本行提供上述的網上及/或流動平台供客戶簽署申請表，除了本條款及細則、該平台的服務條款及細則、費用及收費、重要事項以及披露聲明（如有）亦當適用。

29.2	NA	客戶確認知悉其應單方面負責遵守不時修訂之《證券及期貨條例》第XV部、聯交所規則、《公司收購、合併及股份購回守則》及香港或任何其他有關國家/地區關於證券權益披露之任何其他適用法律、規則或規例之有關規定下之所有披露責任。本行並無責任為此以任何方式或在任何限期之前就持有證券向客戶發出通知，但本條款及細則明確列明之通知或結單除外。客戶確認知悉，若客戶或任何其他人士沒有或延遲遵守上述披露責任，或由客戶就指示的執行延遲或並未接獲通知，引致客戶發生任何損失、費用或支出，本行及任何本行聯繫公司、其各自之董事、高級職員或僱員概無須負責，客戶須就上述各項引起的任何損失、費用或支出彌償本行。
40.2(a)	NA	客戶謹此： (a) 不可撤回地服從於香港及客戶現時或將來擁有資產的任何所在國家/地區的法院的非專屬管轄權；
41.7(a)	NA	(a) 本行就向閣下提供的電子股票文件服務所蒐集的個人資料，將由本行用於履行本行根據本條款及細則須履行的責任及用於與本行提供電子股票文件服務有關的其他用途。閣下同意，本行不時蒐集有關某人的所有個人資料，可根據本行不時備有供閣下索取之聲明、通函、條款及條件或通知所載有關使用及披露個人資料的政策，用於其中所述用途及向其中所述人士（不論接收人在香港或另一國家/地區，或在資料保障程度不同於香港的國家/地區）披露，且該等資料可(i)供核對程序(定義見《個人資料(私穩)條例》)之用；及(ii)向和閣下已有或打算有交易的任何財務機構(以銀行信用查詢或其他方式)透露，使該等財務機構能對閣下進行信貸調查。

42.6	NA	所有結算戶口的授權簽署人為股票投資戶口的授權簽署人，受相同的簽署權限(若有)所規範，而結算戶口的簽署須為用於運作股票投資戶口的客戶簽字樣式。任何對以上股票投資戶口及結算戶口的指示，如經符合本行有關客戶的簽署式樣紀錄的簽署確認，或根據第2條或客戶條款(關於通過電話或互聯網發出指示)，則本行可按其行事。
II. 渣打「中華通」股票投資服務附加條款及細則 8(ii)	NA	(ii) 向香港聯合交易所（「香港聯交所」）提供閣下獲分配的券商客戶編碼及閣下的身份資料（「客戶身份資料」），包括閣下的中英文姓名（如適用及如有）、簽發身份文件的國家/地區、身份文件種類及閣下的身份文件號碼，因為香港聯交所可能不時根據交易所規則提出要求。

閣下可於上述生效期起親臨分行索取或到本行網頁 sc.com/hk 下載上述新修訂之文件。

B. 中央證券存管條例(CSDR)通知

本行謹此通知閣下，因應歐盟「中央證券存管條例」(CSDR)的實施，根據第38(5)款，渣打銀行(香港)有限公司(以下簡稱「本行」)作為託管人及「直接參與者」，需為客戶在歐洲經濟區(EEA)內每個中央託管機構(CSD)所存放的證券(包括債券和股票掛鈎投資)向客戶提供「匯集綜合帳戶」(Omnibus Segregated Account, OSA)或「獨立綜合帳戶」(Individual Client Segregated account, ISA)的選擇，詳情如下：

- 匯集綜合帳戶 (OSA) 用於存放多個客戶的證券
- 獨立綜合帳戶 (ISA) 將獨立存放單個客戶的證券，即與其他客戶的證券分開存放

此外，根據CSDR第38(6)款，本行須向客戶披露在歐洲經濟區內CSD，存放在匯集綜合帳戶及獨立綜合帳戶的證券所享有不同程度的保障以及其獨立綜合帳戶所衍生的相關費用。

有關獨立綜合帳戶的費用將列舉如下，僅供參考：

- 登記費用
- 處理費用
- 第三方費用[^]

[^]客戶可能須定期支付某些第三方費用(如：CSD按每個ISA收取每月或每年的費用)。所有第三方費用均由相關第三方進行定期檢閱及更改。

上述費用由本行替選擇ISA的客戶償付予CSD，以保管其透過本行交易持有的資產/持貨。

如閣下不希望將綜合帳戶從OSA(即目前帳戶安排)更改為ISA，則無需回覆此通知。

有關ISA的保障程度及相關費用的詳情，請參閱上載於本行網站 sc.com/hk/online-banking/notice/ 的「中央證券存管條例通知」。

若閣下於生效日期後保持或繼續與本行的銀行業務關係，則上述變更將對閣下具有約束力。若閣下不願接受上述變更，請參閱適用條款及細則並告知本行。若閣下不接受上述變更，本行可能無法繼續為閣下提供服務。

如需查詢，請致電本行24小時客戶服務熱線：2886 8868。

若英文與中文版本之間有任何不一致之處，概以英文版本為準。

渣打銀行（香港）有限公司

2019年7月

由渣打銀行（香港）有限公司刊發