

SHANGHAI COMMERCIAL BANK LIMITED
LONDON BRANCH

Personal Banking Terms and Conditions
Current Accounts, Deposit Accounts and Time Deposit Accounts

Please read and keep for future reference

Effective from 01 April 2022

Part 1: General Information

These General Terms and Conditions are written and available only in English and we undertake to communicate with you in English. Make sure you read and understand these General Terms and Conditions and any Special Terms and Conditions for your account or service before opening an account.

If any Special Terms and Conditions contradict the General Terms, then the Special Conditions will apply.

Please read the Terms and keep them in safe place. They contain important information about your account(s) with us, and represent the terms of the contract between you and Shanghai Commercial Bank Ltd., London Branch (SCBLDN), which will remain in place whilst you continue to have a relationship with the Bank.

About Us

Shanghai Commercial Bank (SCB) is incorporated in Hong Kong and SCBLDN is a branch of SCB in the United Kingdom. SCBLDN is registered in England and Wales under registration number FC009688 and is based at 65 Cornhill, London EC3V 3NB. Our telephone number is 020 7369 8888, fax number: 020 7369 8800, e-mail address: ld.contact@shacombank.com.hk.

SCBLDN is authorized by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority (reference number 204699).

Our VAT Number is 245322287.

What should you do if you have a dispute relating to your account?

If you feel that we have not met your expectations in any way, please let us know. We want to resolve this with you as quickly as possible. We have a 3 steps procedure, which you can use to voice your concerns.

- Step 1 Inform us of your complaint and how you think it could be resolved to our Deputy Branch Manager. We will do all we can to resolve your complaint within 3 working days. If no resolution is available, we will write to you within 8 weeks to tell you what we have done to resolve the problem, or acknowledge your complaint and let you know when you can expect a full response.
- Step 2 However, if you remain unhappy, you can ask for your complaint to be reviewed by our Branch Manager at 65 Cornhill, London EC3V 3NB or by telephone on 020 7369 8888. He / She will review and acknowledge your complaint within 5 working days and additional investigation will be arranged.
- Step 3 If we have not issued our “final response” within 8 weeks from the date you first raised your complaint, or if you are dissatisfied with our response, you can ask the Financial Ombudsman Service (FOS) for an independent review. You must contact them within 6 months of the date of any final response issued by us. Their contact details are as follows:-

Financial Ombudsman Service
Exchange Tower
London
E14 9SR
Tel: 0800 023 4567 or
Tel: +44 20 7964 0500
Website: www.financial-ombudsman.org.uk

Important information about compensation arrangements

We are covered by the Financial Services Compensation Scheme (FSCS). The FSCS can pay compensation to depositors if a Bank is unable to meet its financial obligations. Most depositors, including individuals, corporate (regardless of size, unless falling under any another exclusion) and small local authorities are covered by the scheme.

In respect of deposits, an eligible depositor is entitled to claim up to £85,000.00. For joint accounts, each account holder is treated as having a claim in respect of their share so, for a joint account held by two eligible depositors, the maximum amount that could be claimed would be £85,000.00 each (making a total of £170,000). The £85,000.00 limit relates to the combined amount in all the eligible depositor's accounts with the Bank, including their share of any joint account and not to each separate account.

Any deposits you hold above the FSCS compensation limit are unlikely to be covered, unless under specific circumstances, as determined by the FSCS.

For further information about the scheme (including the current limits, amounts covered, eligibility to claim and any exclusion), please refer to the FSCS website www.FSCS.org.uk or call FSCS on 020 7741 4100 or 0800 678 1100.

Tax – applicable if you are covered by the tax requirements of another country

We may be legally obliged to disclose information about you and your account to HM Revenue & Customs (HMRC), who may in turn pass this on to other tax authorities in line with international agreements or treaties that may be in force. You agree that we may provide any documentation or information to HMRC that they may be obliged to share with an overseas Tax Authority in accordance with the provisions of any law, legislation or regulation of the UK.

You will agree to provide us with personal information, declarations or certifications that we are required to retain by law within 90 days of us making a request to you to enable us to determine whether your account details will need to be reported to HMRC or another overseas Tax Authority in line with condition stated above.

You agree to inform us promptly in writing if any of your personal information changes or there is any change in the circumstances following any certification that you may have provided to us.

We will not be liable to you for any loss, liabilities, or obligations you may suffer or incur, if we disclose information in accordance with our legal obligations.

Part 2: General Terms and Conditions

1. Opening an Account

- 1.1 Accounts can be opened by an individual aged 18 or over, or up to four individuals in their joint names.
- 1.2 You may only use your account for personal purposes.
- 1.3 The account will be operated in Sterling Pounds (GBP) unless the Special Terms and Conditions state otherwise.
- 1.4 To open the account with us you need to complete an account opening mandate as well as a personal account declaration and provide independent documentary evidence of your identity and permanent address for fraud prevention and compliance with any anti-financial crime regulation purposes. In some instances we may need you to provide other documents and / or information.
- 1.5 Identification document can either be a valid identity card or passport issued by the Government of the country where you reside or other identification evidence as deemed appropriate and necessary in accordance with the Regulations and other relevant Guidance..
- 1.6 To verify your current permanent address, we need to sight the original utility bill or bank account statement or local authority tax bill or rate bill within the last three months.
- 1.7 We may make enquiry from you or will tell you of any enquires we may make with credit reference agencies.
- 1.8 From time to time we may also need to update the proof of identity and address we hold for you or make any other enquiries as necessary.
- 1.9 We may make and retain photocopies of these identifications and address proof documents.
- 1.10 Until we have satisfactory independent documentary evidence required, we may need to delay the processing of your application or to decline acceptance of your money to open account with us.
- 1.11 We are entitled to decline to open an account without giving any reasons.

2. Joint Account

- 2.1 We shall follow your written payment instructions in accordance with the account mandate.
- 2.2 Each joint account holder will be jointly and severally responsible to us for any debts which may arise on the account. This means you are all responsible individually as well as together for the full amount due to us. This includes amounts you did not know about or disapproved of.
- 2.3 If we are notified of a dispute between the holders of a joint account, we reserve the right to ask for future instructions to be signed by all parties.
- 2.4 If we find out that any of you is declared bankrupt, we may put a hold on the joint account and refuse to pay out any amount from it until we receive instructions from the account holder who has not become bankrupt and the person appointed to handle the bankrupt person's assets.
- 2.5 In the event of the death of any joint account holder, then subject to any rights we or a third party may have, any money in the account will be at the disposal of the survivor(s).
- 2.6 We will send statements to the first named account holder and the one account holder counts as a notice to all of you.
- 2.7 We may disclose to any of you any information we hold about the account.
- 2.8 We recommend each of you to obtain legal advice from your solicitors about the rights and responsibility in holding such account.

3. Payments into Your Account

- 3.1 General Conditions
- 3.1.1 You may pay money in by cash, cheque, counter cheque, bankers' draft or by electronic transfer of funds. To pay money in, you must provide us with the relevant payment details:
 - a. for cash payments and electronic transfer of funds, your name (or the name of your account, if different), your account number and sort code;
 - b. for an international transfer of funds into your account, the International Bank Account Number (IBAN) (if your account has one) and Bank Identifier Code (BIC) (sometimes known as the Society for Worldwide Interbank Financial Telecommunication (SWIFT) Code)
- 3.1.2 You agree that we can deduct any applicable charges from a payment before we place it into your account. We only accept responsibility for payments into your account after we have received and checked them.

- 3.1.3 The timing of payments into your accounts depends on how the payment is made and where it comes from. Payments made into an account on a non-business day will not generally be processed by us until the following business day.
- 3.1.4 If a payment is fraudulently and mistakenly paid into your account, the amount of the payment may subsequently be removed from your account. This may be the case even if you have used all or part of the money. If removal of the payment from your account would either make your account go overdrawn or over an agreed overdraft limit, you must immediately pay sufficient money into your account to cover the overdrawn amount on the same day.
- 3.2 Cash paid into your account
- 3.2.1 If you paid cash at our branch counter or at our Head Office, Overseas Branches Services Centre in Hong Kong: we will show it in your account and it will earn any interest (or reduce the interest you pay) from that day. We will allow you to use it straightaway.
- 3.2.2 Please do not send cash to us by post.
- 3.2.3 Where a discrepancy in a cash deposit is discovered after the funds have been credited (for example, forged notes, or the cash has been miscounted) corrections can be made and we will inform you of any adjustments.
- 3.2.4 Subject to prior arrangement, cash may be paid into your account through branches of National Westminster Bank Plc., in the UK. You may be charged for this service.
- 3.2.5 When you paid USD cash into your USD account, we will charge a handling fee for this transaction (please refer to our tariff for current fees). This fee will be deducted from the monies deposited before the account is credited.
- 3.2.6 If you pay in USD cash into your GBP account, we will convert the currency into sterling at the applicable reference exchange rate and inform you of the fees we charge. Please note that we only accept USD and GBP cash and no other currencies.
- 3.3 Cheques paid into your account
- 3.3.1 When you pay a cheque into your account, you must ensure that you are named on the cheque as payee otherwise we will not pay the cheque into your account. The only exception to this is if you have a joint account, then we will accept a cheque or other item made payable to any one of you. However, if a cheque or other item is made payable to joint names and there is no joint account, it cannot be paid into a sole account.
- 3.3.2 Cheques paid into your account must be payable to the account name they are destined for. Cheques made payable to Shanghai Commercial Bank Ltd will not be accepted.
- 3.3.3 We will not accept a cheque more than six months after the date on the cheque.
- 3.3.4 When you pay sterling cheques from another bank in the UK into your account, you will normally have to wait four business days (for current account) and six business days (for deposit account) after they have been paid in before you can withdraw the money.
- i. We will show the cheque in your account on the same day that we receive it if paid in before 1.45 pm on a business day. Otherwise, it will be processed the next business day;
 - ii. From the second business day after we receive it, we start paying any interest on the cheque amount (or using it to reduce the interest you pay);
 - iii. From the fourth business day (for current account) and sixth business day (for deposit account) after we receive it, the funds are available for you to use but the cheque may still be returned unpaid up until the sixth business day after we receive it; and
 - iv. If the cheque is returned unpaid by the paying bank, we will inform you in writing and deduct the amount from your account with our charge and return the cheque to you with the reason for non-payment. You can assume that at the end of sixth business days, the cheque is cleared, we cannot take money from your account without your consent unless you have acted fraudulently.
- 3.3.5 If a cheque is returned unpaid by the paying bank before the end of the sixth business day from the day it is paid in, we can take the money out of your account even if you have already spend it or it puts you into overdraft. If the account is overdrawn, you are required to deposit sufficient funds in the account to cover the overdrawn amount on the same day. If this happens, we will let you know.
- 3.3.6 You can also deposit cheques drawn on the UK at our Head Office, Overseas Branches Services Centre in Hong Kong to your account with us; we will deposit the cheques into your account upon receipt and will be subject to cheque clearing cycles as stated in clause 3.3.4.
- 3.3.7 Subject to prior arrangement, sterling cheques drawn on banks in the UK may also be paid into your account through branches of National Westminster Bank Plc., using pre-printed paying-in-slip. There may be a charge for this service. You will normally have to wait four business days after they have been paid in before you can withdraw the money.
- 3.3.8 You must not withdraw from un-cleared funds.
- 3.3.9 When you pay in a cheque at a branch counter, you can ask us to specially present it to the bank it is drawn on. This means that we will ask the bank on which the cheque has been issued if the cheque will be paid. We will post the cheque to the bank it is drawn on and, upon receipt; they will confirm whether the cheque will be paid. A charge will be deducted from your account for using our special presentation service.

- 3.4 Foreign Cheques
- 3.4.1 “Foreign Cheques” mean cheques in a foreign currency or cheques in sterling paid out of an account at a bank abroad.
- 3.4.2 If you want us to obtain payment for you of a foreign cheque, you must “endorse” the cheque by signing your name on the back. Your signature must match the way your name appears on the front of the cheque. If the cheque is payable to more than one person, each of you must sign the back of the cheque.
- 3.4.3 Unless you have a foreign currency account, we will convert the currency into sterling at the applicable reference exchange rate. We will inform you of the fees we charge for collecting the cheque at the time of providing the service.
- 3.4.4 If you wish to deposit a foreign cheque into your account, the processing times for dealing with UK cheques do not apply and you may choose whether we “negotiate” it or “collect” it.
- a. If we negotiate the cheque, we will buy it from you by paying you the amount of the cheque or the sterling equivalent on the business day after we receive it. We will then get payment from the paying bank.
 - b. If we collect the cheque, we send it on your behalf to the paying bank. We may use an agent to do this; we will pay the amount of the cheque or the sterling equivalent into your account on the day we get payment from the paying bank. The time this takes, will vary depending on the paying bank or its country. You can ask us for details.
- 3.4.5 If the bank later returns the cheque or asks for the money to be returned, we will take out of your account the amount we paid in for the cheque. We reserve the right to deduct from your account any charges claimed by the Correspondent Bank or Agent on which the cheque is drawn.
- 3.4.6 When collecting foreign cheques, we do not accept liability for any loss, damage or delay which is not directly due to our own negligence. If exchange restrictions or some other cause results in us receiving payment in a currency different from that of the cheque, neither we nor the Correspondent Bank or Agent will be liable for any loss in exchanging the proceeds into the currency of your account.
- 3.4.7 The process of clearing foreign cheques takes longer than clearing sterling cheques drawn on UK Banks.
- 3.4.8 The Uniform Rules for Collections as published by the International Chamber of Commerce, applied to any “negotiation” or “collection” of foreign cheques or other forms of foreign payment.
- 3.5 Payments into your account (other than cash and cheque payments)
- 3.5.1 When we receive a payment for your account in sterling, we will add it in your account and it will earn any interest or (reduce the interest you pay) from that day and treated as cleared immediately upon receipt.
- 3.5.2 If you make a transfer between your personal bank accounts with us on any business day, the amount you transfer will leave one account and will be available for you to use from the other account that day and it starts to earn interest (or use it to reduce the interest you pay) on the day it is paid in.
- 3.5.3 When we receive a payment for your account in a foreign currency, we will convert it into sterling before we pay it into your account. We will show it in your account and make it available for you to use straightaway and pay any interest on it (or use it to reduce the interest you pay) from the same day.
- 3.5.4 We will use our standard exchange rate for buying the relevant currency that applies on the day we receive the payment.
- 3.5.5 We may take our charges for dealing with the international payment before we add it to your account but if we do so we will tell you the full amount of the payment and the charges that applies.

4. Payments from Your Account

- 4.1 General Conditions
- 4.1.1 If the cleared balance on your account (plus any unused arranged overdraft facility) is sufficient, you may carry out transactions on your account and withdraw money at any time.
- 4.1.2 If you are making a payment in branch, we will make the payment when you confirm that the information you have given us is correct. To make a payment by post, you must send a letter addressed to us and set out all the details as stated in clause 4.1.4 and you must sign the letter (your signature must match the signature on your mandate with us). This will be your agreement for us to make the payment and we will make the payment once we have checked your instruction. You are responsible for checking the details are correct.
- 4.1.3 We may delay or refuse to carry out a payment instruction or other transaction on your account if:-
- a. You do not have available funds to make the payment or you have exceeded a limit we have applied to your account.
 - b. The payment instruction is not clear or you have not provided us with the correct details.
 - c. There is a legal requirement or a court or other authority that tells us to act in that way.
 - d. The payment seems unusual compared with the way you normally use your account.
 - e. We reasonably suspect that the transaction might be unlawful or might be associated with unlawful, criminal, fraudulent or terrorist activity.
 - f. We reasonably believe that by carrying out the transaction we might break a legal duty that applies to us.
 - g. We reasonably believe that someone else may have rights over the funds in your account e.g. another joint account holder, where there is a dispute.

- h. Unless the law prevents us from doing so, we will try to contact you to tell you that we are refusing or unable to act on your payment instruction. We will do this at the earliest opportunity.
- 4.1.4 Where you instruct us to make a payment you need to provide us with the following information.
- Electronic Fund Transfers
 - a. the correct details of the recipient's bank, including the bank's SWIFT Bank Identifier Code (BIC) address, sort code or national bank code;
 - b. the recipient's bank account number or International Bank account number (IBAN) if paying to a bank in the European Economic Area (EEA);
 - c. the name and address of the recipient to whom the payment is made;
 - d. your own name, address and account number. This is a legal requirement and these details will be passed to the recipient's bank; and
 - e. the recipient's reference, if applicable.
 - Bill Payments and Internal Transfers
 - a. the sort code and account number for the recipient's account;
 - b. the date the payment is to be deducted from your account;
 - c. the recipient's name; and
 - d. any reference identifying the payment (including a reference to you or the recipient).
 - Standing Orders
 - a. the recipient's name, sort code and account number;
 - b. the date we are to start deducting the payments from your account;
 - c. how often you want us to make the payments;
 - d. the amount of each payment and for what length of time you require us to make the payments; and
 - e. any reference identifying the payment (including a reference to you or the recipient).
- 4.1.5 We agree to make payments within timescales that relate to when we receive your payment instructions. The time of receipt will be the time we receive your payment instructions rather than the time you send them subject to the following provisions:
- a. payment instructions given on a non-business day will be treated as received on the next business day;
 - b. payment instructions received after 3.00 pm on a business day will be treated as received on the next business day and;
 - c. Instructions for a future dated payment will be treated as received on the day agreed for payment. Where this is not a business day, it will be treated as received on the next business day.
- 4.1.6 If you want us to stop a cheque or cancel a Standing Order, Direct Debit or future dated payment instruction on your account, you should advise us in writing or by telephone followed by written confirmation. You will not be able to stop or cancel such payment if you do not advise us before we are committed to paying them from your account. You must include the following details:
- a. Cheque – cheque number and date, your account number, amount and name of payee;
 - b. Standing Order – name of recipient, amount and frequency;
 - c. Direct Debit – name of recipient, amount and frequency; and
 - d. Future dated payment – name of recipient, amount and due date of payment.
- We shall make reasonable efforts to stop or cancel a payment if you tell us to do so, but we cannot guarantee to do so. If payment has been effected before the instructions come to our notice, or we are unable to prevent the payment from being made, for whatever reason, we shall debit your account with the amount of the payment. A service charge will be levied on each cheque which a stop payment order is placed. (Please refer to our tariff for current fees).
- 4.1.7 If you ask us to cancel a payment instruction we may charge you a reasonable cost for trying to cancel it, whether or not we succeed.
- 4.1.8 There may be a delay in carrying out your instructions while monitoring your account and/or fraud prevention checks are taking place.
- 4.1.9 We may freeze your account for any activities if we find out that a bankruptcy order is made against you, or we reasonably think that one is likely to be made.
- 4.1.10 In the event that a Court Order is made against you then we may refuse to act on any instructions given by you or anyone else to make any payment out of your account unless we are in receipt of another Court Order or similar order, which instructs us otherwise.
- 4.2 Cash
- 4.2.1 You can withdraw cash from your account at our branch. All cash withdrawals will be deducted from your account immediately. If you withdraw cash at our Head Office, Overseas Branches Services Centre in Hong Kong, the money will be deducted from your account on the same day.
- 4.2.2 For your security, when you withdraw cash from your account, we may ask for proof of your identity. This piece of identification can be your passport or photo card driving licence.

4.2.3 You can withdraw USD cash from your USD account or sterling account; we will charge a handling fee which will be deducted from your account at the time of transaction. Please refer to our tariff for current fees. In addition, reference exchange rate will apply.

4.3 Cheque

4.3.1 We may provide you with a cheque book to enable you to make payments from your account. This service is not available with Deposits and Time Deposits accounts.

4.3.2 When writing a cheque you must take all reasonable precautions to prevent anyone altering it. Alterations on cheques must be authenticated by full signature(s) of the drawer(s) as we will not accept responsibility of identifying initials.

4.3.3 When we receive a cheque you have written we will take the money from your account on the same day.

4.3.4 It is your responsibility to make sure you have available funds in your account to cover any cheques you have written.

4.3.5 If you have issued a cheque and then decide to stop payment, you can do so, providing it has not already been paid out of the account. To stop a cheque, inform us of the date it was written, the number of the cheque, who it was made payable to and for what amount. This must be confirmed in writing. We will then take the necessary action to comply with your instructions. There is normally a charge for this service as stated in our Tariff.

4.3.6 If someone asks you to replace a cheque (because, example, he or she says it is lost or there is a problem with it), it is your responsibility to ask for the old cheque back (and to destroy it), or to ask us to stop the old cheque, before you write a new one. If you do not do this, there is a risk that both the old and replacement cheques will be paid from your account.

4.3.7 Cheques drawn on the account will not normally be returned to you after payment however if there is a dispute with us about a cheque paid from the account. We will give you the cheque or a copy as evidence. We may make a charge for this service. It is our practice to retain copies of paid cheques for six years.

4.3.8 We will not normally pay a cheque more than six months after the date shown on it.

4.3.9 You must not write a cheque with a future date on it as it may not prevent the payee from paying it into their bank before that date.

4.4 Electronic Payments

4.4.1 When you tell us to make a payment in sterling to a recipient in the United Kingdom, and provided you tell us before close of business day before 3.00 pm, the maximum time it will take to reach the recipient's bank will be the end of next business day following the day the instruction was received

4.4.2 The payment will be deducted from your account immediately but can be reversed, for example, if we suspect error or fraud.

4.4.3 You can instruct us to transfer funds between current and savings accounts held with us, we will process your instructions immediately on receipt of your instructions. Payments will be deducted from one account and paid into the other account immediately. The transfer is considered cleared and it starts to earn interest on the day it is paid in.

4.5 Sending Payments Overseas

4.5.1 You may send payments to an account within the European Economic Area (EEA) in sterling, euro or the currency of the state where the account is held. The maximum time it will take to reach the recipient bank will be as follows:

- a. for payments in euro the next business day following the day we received your instructions;
- b. for payments in other EEA currency four business days following the day we receive your instructions;
- c. for payments in other non EEA currencies, please contact us for details about how long the payment will take to arrive. Normally you can expect payments to be received within 2 to 5 business days after we send the payments. However, there are times when payments may be delayed if there are complications in their routing through foreign banking systems and we may need to appoint an agent in that country to do it for us.

4.5.2 Where we properly incur any costs or other obligations when acting for you in making an international payment you must reimburse us.

4.5.3 If you ask us to make a payment in a currency other than Sterling when the payment is processed and taken from your account, we will:

- a. Convert the payment into the required currency using a rate of exchange based upon the interbank dealing rate applicable to the market from time to time.
- b. Take the sterling amount and the applicable charges from your account.

If you have instructed us to make a payment overseas and we have agreed a rate of conversion please ensure there is available money in your account before the overseas payment is due to leave your account. If you decide to cancel your overseas payment during this time please inform us as soon as possible. You may be responsible for and have to repay all losses we incur due to movements in the conversion rate before cancellation.

To make an overseas payment you must provide us with the correct unique identifier for the recipient's account (IBAN and BIC). It is your responsibility to ensure that you give us the correct information. Please see conditions 4.1.4 and 4.1.5.

4.6 Internal Transfer between your Accounts

4.6.1 You can instruct us to make a one-off internal transfer between your accounts within SCBLDN, if you wish to make a continuous payment, please see condition 4.7 on Standing Order.

4.6.2 Unless you advise us otherwise, we will process your instructions immediately on receipt of your instructions. Payments will be deducted from one account and paid into the other account immediately.

4.7 Standing Order

4.7.1 You can set up a Standing Order by completing a Standing Order Mandate. You must make sure that you give us the correct details as stated in clause 4.1.4 as we do not accept any liability for any loss resulting from your incorrect description.

4.7.2 If you made a payment by Standing Order, the payment will leave your account on the date you have specified (or the next business day, if the date you have specified does not fall on a business day) and arrive in the payee's bank's account on the same day. If the payee's account is with us, the account will be credited on the same day as the payment leaves your account.

4.7.3 Standing Orders can only be set up on Current accounts.

4.8 Direct Debit

4.8.1 You may authorise Direct Debits to be made from your account. To set up a Direct Debit you will complete a Direct Debit Instruction from the recipient. The recipient will lodge the Direct Debit instruction electronically onto your account but may occasionally send the original Direct Debit instruction you completed to us. When each payment request is sent to us we will check that the reference for that payment matches the reference on the Direct Debit instruction and will then make the payment from your account

4.8.2 Payment will be deducted from your account on the day you request the payment to be made. However, depending on the payee bank, generally the payee will receive the payment within two business days.

4.8.3 You can withdraw your agreement from Direct Debit payments to be made at any time by notifying us before the end of the day that payment is due to be made by us. You should also tell the recipient that you have cancelled the Direct Debit instruction.

4.8.4 If you make a payment from your account by Direct Debit. You will be protected by the Direct Debit Guarantee Scheme. This scheme protects you if a Direct Debit which you have not authorised is taken from the account. Where funds have been incorrectly debited from your account, we will refund you the full amount of that payment and where applicable, restore your account to the position it would have been with any interest earned or charges that you have paid. However, you will be liable for payments deducted if it is discovered that you have acted fraudulently.

4.8.5 Direct Debits can only be set up on Current accounts.

4.9 Demand Draft

4.9.1 We may allow you to carry out a withdrawal from your account by banker's draft. We will issue a draft to you on the day we receive your instruction and deduct any charges that may incur in issuing the draft.

4.9.2 The correspondent bank or agent may also make additional charge when the payee presents the draft for payment.

4.9.3 If you buy the draft in a currency other than Sterling, we will tell you the reference exchange rate and the fees we will charge at the time of providing the service. If you buy the draft in Sterling, we cannot control the exchange rate applied by the payee bank.

4.9.4 You must make sure that you give us the correct full name and address of the payee to whom the draft is made payable to and we do not accept any liability for any loss resulting from your incorrect details of the payee.

4.9.5 We will not be responsible for the loss of the demand draft we issued to you. If you lose the draft, please inform us immediately.

4.9.6 Instruction to stop payment will not be accepted unless the draft is lost. You can return an unused draft to us for cancellation. We may make a charge for this service.

5. **Responsibilities**

5.1 We will make payment based on the information we require you to provide us as set out in clause 4.1.4. If you provide us with incorrect information, we will not be responsible if the payment is not made, it is delayed or it is made incorrectly. If you ask us, we will make reasonable efforts to recover an incorrect payment.

5.2 If you provide us with extra information to that specified by us as required, we will only be responsible for making the payment based on the information we have told you we require.

5.3 For payments to another bank account, we will make sure payments are sent to the recipient's bank. It is the recipient's bank's responsibility to make sure the payment is added to the bank account of the recipient.

5.4 If you have instructed us to make a payment, we are responsible for it being made correctly unless we can prove to you, or the recipient's bank (as appropriate), that the payment was received by the recipient's bank within the timescales for executing payments set out in clauses 4.1.5 and 4.2 to 4.9. Where we can prove this, the recipient's bank will be responsible to the recipient for making available the payment and crediting the recipient's account as appropriate.

5.5 If a payment has been made incorrectly and we fail to prove the payment you authorized was received by the recipient by clause 4.4, we will, without undue delay, refund your account with either the payment, or in the case of an overpayment,

any excess amount incorrectly deducted so you do not incur any loss, and we will also restore your account to the position it would have been in had the incorrect payment or overpayment not been made, for example, by refunding any charges or interest as appropriate. We will not do this if the circumstances giving rise to the incorrect payment transaction were due to abnormal and unforeseeable circumstances beyond our control, the consequences of which would have been unavoidable despite all efforts to the contrary.

5.6 If you ask us, we will make immediate efforts to trace a payment and will tell you the outcome.

5.7 If you authorize a transaction and the following conditions apply:

- a. the exact amount of the payment is not specified when you give your authority, for example with a direct debit; and
- b. the amount of the payment exceeds the amount you could reasonably have expected to pay, taking into account your previous spending pattern, the Terms and all other circumstances (but not the fluctuations in the exchange rate), then provided you ask for a refund within 8 weeks (subject to your additional rights under the Direct Debit Guarantee Scheme) of the payment being charged to your account, we will refund your account with the full amount of the payment.

No refund will be made if you have agreed with us for the particular payment to be made, and where appropriate, details of the payment are provided or made available to you by any means at least 4 weeks before the payment is made from your Account.

5.8 You must provide us with any information we request which is reasonably required to allow us to verify the conditions set out in clause 5.7.

5.9 We will either make a refund or provide you with our reason for refusing your request within 10 working days of either receiving your request for a refund; or receiving the information referred in clause 5.8.

5.10 You will be responsible for all losses if you act fraudulently or you allowed another person to use your account. If we suspect fraud or that you have been grossly negligent, we will investigate the transaction and will only be responsible if /when we have concluded that there has been no fraud and you have not been grossly negligent. Where we are responsible for any unauthorised transactions that you tell us about, we will immediately refund the amount of the unauthorised transaction and any resulting interest and charges. We will have no further liability to you.

6. Interest on Your Account

6.1 You will receive interest, if any is payable. It is payable at the rate(s) applicable to your account. All our current rates will be published in our branch. We may change our interest rates under conditions 16.3.

6.2 Credit Interest rates are based on a rate that we determine internally. We will calculate the credit interest on a daily basis on the cleared credit balance on your account. It will be accrued daily on a simple interest basis using a 365/366 day year for GBP and 360 day year for USD.

6.3 Interest on your deposits will be paid gross (without tax deduction) in accordance with current legislations. .

6.4 Interest will be credited to your account quarterly on the 21st March, June, September and December. If it is not a business day, it will be paid on the next business day.

7. Overdraft

7.1 We do not offer un-arranged overdrafts. Only arranged secured overdrafts with pledged of security to the Bank is offered which is subject to status. We reserve the right to decline a request by you to borrow.

7.2 It is your responsibility to ensure that your account is in credit unless we have agreed an overdraft limit with you.

7.3 If an overdraft is agreed on your account, the interest rate will be shown in our facility letter to you that sets out the terms of the overdraft.

7.4 Your account must not be overdrawn without an agreed overdraft or exceed your agreed limit.

7.5 We will calculate the interest you owe on the cleared debit balance daily on the basis that there are 365 days in a year and will compound such interest monthly. Interest calculated on this basis will be payable for the duration of the overdraft in respect of each of the 365 days in a calendar year (366 days in leap years). The amount of interest payable will be deducted from the relevant account monthly in arrears on the 21st day of each month or the nearest business day after. We will charge interest until the overdrawn balance on your account is paid in full.

7.6 If you decide to cancel your overdraft facility you must immediately repay us the full amount you owe us including any interest and charges. If you do not cancel you are still free to end your overdraft at any time by repaying all amounts owed to us.

7.7 Unless we have agreed other terms with you in writing, we may at any time, even before any renewal date, reduce or withdraw your overdraft and/or demand immediate repayment of any money you owe to us. We will give you written notice before doing so.

- 7.8 We do not permit overdraft on your accounts unless it has been pre-agreed with our branch. Any cheques drawn on account with insufficient funds will be returned unpaid. We will not execute any transactions that could take your account into overdrawn.
- 7.9 We shall not take into account any credit balances held by you in separate accounts with us when deciding whether to make a payment.

8. Exchange Rates

- 8.1 Unless we have agreed with you to fix the exchange rate for a particular transaction, we will use our reference exchange rate which we have told you to convert foreign currency payments into or out of your account.
- 8.2 Our reference exchange rate changes from time to time in line with market conditions.
- 8.3 You can obtain information about our reference exchange rate. Please contact us for information.

9. Inactive Accounts

- 9.1 If you do not make any transactions on your account for one year then we may treat your account as being inactive to remove the risk of fraudulent activity.
- 9.2 We will write to you asking you whether you wish to carry on using the account. If we cannot contact you, we will no longer send out correspondence and the account will remain “inactive”.
- 9.3 To make your account active again, you will have to go into our branch or Overseas Branches Centre in Hong Kong to update your personal particulars and show personal identification such as a passport/ID.

10. Statements

- 10.1 We will send you statements monthly showing any transactions on your account unless there have been no transactions on the account since the last regular statement date. You must examine these statements and tell us as soon as possible if something appears to be wrong so that we can resolve the matter quickly and properly.
- 10.2 You may request additional statements from us at any time, but we reserve the right to make a reasonable charge to supply them.
- 10.3 If you have a joint account, we will send to the address of the customer whose name appears first in our records unless otherwise requested, in writing, by the appropriate authorized signatory(ies) of the account.
- 10.4 You must notify us in writing immediately if you change your name and address. If you do not, you will be responsible for any costs we may incur in locating you or your new address. You should ensure that the arrangements for receiving mail at your address are safe.
- 10.5 If your company name and/or its reportable address changes, you must notify us immediately. We will require evidence satisfactory to us of any change of name. Unless and until we receive written notification of your change of address, any communication will be considered effective if sent by us to your previous address.
- 10.6 The balance shown on the statement may include transactions that are still being processed and so may be subject to change.

11. Order of Transactions

- 11.1 We shall not be obliged to carry out transactions on your account in any particular order.

12. Using money between accounts (set off)

- 12.1 If any money is overdue for payment on any other account you have with us (such as loan, mortgage or overdraft) we may take the money you owe us out of your account. We can do this where you have accounts which are held in your sole name as well as joint accounts you hold with another person. Where possible we will give you advance notice.

13. Changing, cancelling or closing your account

- 13.1 You may cancel your account within 14 days of your account is opened by telling us in writing. We will help you to switch accounts or we will cancel your account and pay you the balance.

- 13.2 If you decide to move your account to another bank or building society, we will ensure that the transfer is made as efficiently as possible by co-operating with them and give them information about regular payments from your account within 3 working days of receiving their request.
- 13.3 You can close your account at any time for any reason without charge, and we will forward any existing credit balance on your account to you, provided that:
- You inform us in writing that you wish to close your account. We may allow you to close your account over the phone but may ask you to confirm any notice in writing; and
 - You return all (unused) withdrawal slips on your account; and
 - You repay any money you owe to us, including the amount of any cheques or other payment instructions you have made and any charges or interest incurred which we have not taken out of your account; and
 - You inform all third parties with whom you have arranged direct debits and standing orders of the closure of your account.
- 13.4 We can close your account immediately if:
- we reasonably suspect that you have given us false or misleading information; or
 - we reasonably suspect that your account is being used for an illegal purpose or fraud; or
 - we believe that there has been a material breach of the terms; or
 - you behave in a threatening or violent manner towards our staff; or
 - you were not entitled to open your account; or
 - you have not satisfied any money laundering requirements.
- 13.5 In case of unsatisfactory operation of the account by you, or in the event of your account has been dormant over a period of 12 months, we may close your account by giving you at least 60 days' notice in writing.
- 13.6 In the event of the death of a sole account holder, we may require a Grant of Probate, or Letter of Administration issued by the respective authorities before releasing any monies in your account to your personal representatives.

14. Contacting each other

- 14.1 We may use the contact details you have provided, including address and telephone numbers, to contact you. We will tell you if any or our contact details change (please see clause 17.2)
- 14.2 You must notify us of any change of name, address or other contact details as soon as possible to safeguard the security of your information. We will make the changes once we have your signed authority to do so but we may request documentary evidence to support the amendment.
- 14.3 We will continue sending notices and communications to you at the last registered address that you provided to us, unless you instruct us otherwise. We will not be liable for any losses that are incurred as a result of the failure or delay in informing us of your change of address. We assume no responsibility for statements or advices returned as undeliverable. Subsequent statements will be held by us.
- 14.4 If you notify us of a change to any of your personal details other than a change of address to a foreign address, we will update all your sole-named and joint-named accounts you hold with us.

15. Your Information

- 15.1 We will store and process your information on the Shanghai Commercial Bank (SCB) Group computers or by other means. Your information comprises all the financial and personal information we hold about you and your transactions. It includes:-
- Information that we receive from third parties (including other members of our Group, third parties who provide services to you or us and credit reference or fraud prevention agencies).
- Information that we learn about you through our relationship with you and the way you operate your account.
- Information may transfer to, and store at, a destination outside the European Economic Area ("EEA") in particular in Hong Kong. It may be processed by staff operating outside the EEA, including Hong Kong.
- 15.2 We and other members of the SCB Group will use your information to manage your account, give you statements and provide our services and products, for assessment and analysis (including credit and/or behaviour scoring, market and product analysis), and to develop and improve our products and services (including those of others) which may be of interest to you. We and other members of the SCB Group will only use your information for marketing purposes with your permission. If you do not want us to contact you about such products and services please write to us or visit our branch to advise us.
- 15.3 We will treat your information as private and confidential (even when you are no longer a customer) and we will not disclose any such information outside of the SCB Group other than in the following exceptional cases permitted by law:
- Where we are required or legally compelled to disclose;
 - Where there is a duty to the public to disclose;
 - Where our interest requires disclosure (i.e. to prevent fraud);

- d. Where disclosure is made at your request or with your explicit consent.
- 15.4 We may make periodic searches at credit reference agencies. This will include, for example, searches to check your identity and prevent fraud, when you open your account. We will also provide information to the Group to manage and take decisions about your accounts, trace debtors, recover debt, prevent fraud and to check your identity to prevent money laundering, unless you provide us with other satisfactory proof of identity.
- 15.5 We may give information about the debts that you owe us to Credit Reference Agencies (CRA) if:
You have fallen behind with your payments;
a. The amount owed is not in dispute; or
b. You have not made satisfactory proposals to us for repaying your debt, following our formal demand.
- In these cases, we will give you at least 30 days' notice that we plan to give such information. At the same time, we will explain to you the role of a CRA and the effect the information they provide can have on your ability to obtain credit.
- 15.6 Under the Data Protection legislation, you are entitled to a copy of your personal data held by us free of charge. Whilst we provide the information requested without a fee, further copies requested by the individual may incur a charge to cover our administrative costs.

16. Changes to the terms (For Existing Customers)

- 16.1 If we have a valid reason for doing so, we may change the terms of our agreement by giving you notice not less than 30 days before the change comes into effect.
- 16.2 We will write to you personally to tell you about the changes by post. Additionally we may inform you by fax, telephone, email or statement messages.
- 16.3 If we are changing the interest rates applied to money you have with us in your account, we may notify you personally in accordance with clause 16.2 not less than 30 days before the change takes effect.
- 16.4 If we are changing the interest rates we charge on overdrafts, we will give you notice of the change not less than 30 days before the change takes effect, or without notice where such right is agreed and the changes are based on reference interest rate or where the changes are more favourable to you.
- 16.5 We may introduce new charges on your account or change the amount of any charges which already apply to your account by notifying you personally not less than 30 days before the change comes into effect.
- 16.6 When we give you advance notice of a change of these terms, and if you do not accept the change made, then you must tell us before the change takes effect and we will treat this as notice from you to end this framework contract and close your account immediately in accordance with condition 13. There will be no charge for this.

17. Obligations

- 17.1 We may be required by relevant laws and regulations to report certain information and/or to conduct regular customer due diligence about you. If we are required to report information and/or if we are conducting our regular customer due diligence about you, you agree to provide us with any supplementary information we may request from time to time in order to undertake our due diligence obligations as required under the applicable regulations.
- 17.2 If you do not provide us with the supplementary information, we may (i) freeze your account, or (ii) terminate your account with us.

18. Miscellaneous

- 18.1 It is our aim to ensure a complete service at all times, but we will not be responsible when failure is caused by abnormal and unforeseeable circumstances beyond our control, including but not restricted due to industrial action, equipment failure and interruption of power supplies.
- 18.2 We may extend, change or otherwise revise our business hours in accordance with its business requirements. We may give you notice in our branch or by post which includes statement messages.
- 18.3 We will give you at least two months' notice if we plan to close or move our branch. At the time of notice, we will inform you how we will continue to provide our products and services to you.
- 18.4 As required by law, please note that any terms and conditions of your account and all information, statements and notifications will be in English and we will communicate with you in English.
- 18.5 This Agreement is only available in English.

Part 3: Special Terms and Conditions

Sterling (GBP) Current Account

1. Conditions
 - 1.1 These Account Specific Terms and Conditions apply to the Current Account. They are additional to and should be read together with the General Terms and Conditions. If there is any inconsistency between them, these Account Specific Terms and Conditions override the General Terms and Conditions to the extent of the inconsistency.
 - 1.2 Account means the Sterling (GBP) Current Account.
2. Deposits
 - 2.1 An initial minimum deposit of GBP20,000.00 is required to open the Account.
3. Secured Overdrafts
 - 3.1 An secured overdraft may be available to you subject to status.
4. Interest
 - 4.1 This is a non-interest bearing account.
5. Cheque book
 - 5.1 A cheque book is available upon request.
you will be provided by us with blank cheques with the words “Account Payee Only” printed across them, which means that they can only be paid into the bank account of the person/organisation named on the cheque.
 - 5.2 An application for a cheque book must be made personally in writing on the printed requisition form supplied with each book. You must sign the requisite form using the same signature as kept in our file.
 - 5.3 If you do not apply in person, we may at our discretion hand over the cheque book to the bearer of the form, or forward it to your last registered address by mail with postage to be charged to your account.
 - 5.4 We assume no responsibilities for any delay or loss occurred by any mode of forwarding.
 - 5.5 Upon receipt of new cheque book, you should check the serial numbers and the account number are in sequence and correct. Any irregularities should be promptly reported to us.
 - 5.6 It is the responsibility of the depositor to ensure safe custody of the cheque book supplied to him/her. If your cheques are lost or stolen, or have been fraudulently used, please inform us immediately.
 - 5.7 The Bank may, at its sole discretion, reject any request for issue of more than one cheque book at a time.

Sterling (GBP) / United States (USD) Deposit Account

1. Conditions

1.1 These Account Specific Terms and Conditions apply to the Current Account. They are additional to and should be read together with the General Terms and Conditions. If there is any inconsistency between them, these Account Specific Terms and Conditions override the General Terms and Conditions to the extent of the inconsistency.

1.2 Account means the Sterling (GBP) or United States (USD) Account.

2. Deposits

2.1 An initial minimum deposit of GBP20,000.00 or its USD equivalent is required to open the Account.

3. Overdrafts

3.1 There is no authorized overdraft available on this Account.

4. Interest

4.1 Interest is compounded quarterly and is applied to the Account quarterly.

4.2 Interest is calculated on a 360-day basis for foreign currency Accounts and on a 365-day basis for Sterling currency Accounts.

5. Withdrawal slip book

5.1 We will provide you with withdrawal slips, which must be presented on every withdrawal at our counter. The withdrawal slips are not transferable or assignable and cannot be passed for payment through clearing.

5.2 An application for a withdrawal slips book must be made personally in writing on the printed requisition form supplied with each book. You must sign the requisite form using the same signature as kept in our file.

5.3 If you do not apply in person, we may at our discretion hand over the withdrawal slips book to the bearer of the form, or forward it to your last registered address by mail with postage to be charged to your account.

5.4 We assume no responsibilities for any delay or loss occurred by any mode of forwarding.

5.5 Upon receipt of new withdrawal slips book, you should check the serial numbers and the account number are in sequence and correct. Any irregularities should be promptly reported to us.

5.6 It is the responsibility of the depositor to ensure safe custody of the withdrawal slips book supplied to him/her. If your withdrawal slips are lost or stolen, or have been fraudulently used, please inform us immediately.

5.7 In the event of loss of withdrawal slips, you should notify us immediately in writing. We will then close that account and open a new account for you.

Time Deposit Account

1. Conditions

- 1.1 These Account Specific Terms and Conditions apply to the Time Deposit Account. They are additional to and should be read together with the General Terms and Conditions. If there is any inconsistency between them, these Account Specific Terms and Conditions override the General Terms and Conditions to the extent of the inconsistency.
- 1.2 Account means the Time Deposit Account.
- 1.3 The Account may only be held in Sterling (GBP) or United States Dollars (USD), other currencies may be accepted at our discretion and subject to market conditions.
- 1.4 The 14-day cancellation period specified in the General Terms and Conditions does not apply to this Account.

2. Deposits

- 2.1 An initial minimum deposit of GBP200,000.00 or its equivalent with the first initial fund must be placed for minimum of 6 months period is required to open the Account.
- 2.2 No further deposits is permitted during the term of deposits.
- 2.3 If additional funds are to be credited to a Time Deposit Account, and the additional amount is below the minimum requirement of GBP200,000.00, they may only be added to an existing deposit at its maturity and must be received by us as cleared funds by the due date. If the amount is above the minimum requirement of GBP200,000.00, you can start a new, separate deposit at any time.

3. Withdrawal

- 3.1 If a partial or total withdrawal is required at maturity, written instructions must be received by us at least two working days before the maturity date.
- 3.2 No partial withdrawal is permitted during the term of deposits.

4. Terms

- 4.1 The term of the Account is agreed with you on Account opening and the maturity date will be the first business day following the end of that term.
- 4.2 Subject to clause 5 below, funds must remain on deposit for the chosen term, with funds available for use the next business day after the maturity date.

5. Maturity

- 5.1 On maturity, the Fixed Time Deposit will automatically be rolled over for a further period of the same duration and a renewal confirmation will be forwarded to you, unless your written instructions to the contrary are received at least two working days prior to maturity
- 5.2 If a partial or total withdrawal is required at maturity, written instructions must be received by us at least two working days before the maturity date.

6. Early termination

- 6.1 Deposit cannot be withdrawn before maturity date except at the bank's discretion. If granted, a charge will be incurred at the prevailing market rate plus not less than 1 % p.a. for the remainder days of the term of deposit or GBP20.00 or its equivalent, whichever is the higher.

7. Interest

- 7.1 The interest rate is fixed for the term of the Account. We will tell you the rate that applies to your Account before you open it.
- 7.2 Interest will be calculated daily and applied to the Account at the end of the term.
- 7.3 Interest is calculated on a 360-day basis for foreign currency Accounts and on a 365-day basis for Sterling currency Accounts.