

# **Special Terms & Conditions**

## for Junior Savings Account of Standard Chartered Bank

### 1. Application

- 1.1 After customer's Legal Guardian has selected [Priority Banking] Banking Plan (including Priority Private Wealth) of Standard Chartered Bank (China) Limited ("Bank"), customer opens bank account and accepts Junior Savings Account Service. Or, after customer's Legal Guardian has selected [Personal Banking Privileged Plan], customer opens bank account and accepts Junior Savings Account Service before December 31, 2014.
- 1.2 Customer and Customer's Legal Guardian agree to be bound by <Terms and Conditions for Bank Accounts & Services> and the following special terms and conditions ("Special Terms and Conditions"). If any conflict between these Special Terms and Conditions and the <Terms and Conditions for Bank Accounts & Services>, these Special Terms and Conditions shall prevail. <Terms and Conditions for Bank Accounts & Services> shall apply to the issues which are not covered herein.

### 2. Interpretation

[Account] means bank Account in the Customer's name by means of which any banking service is operated, no matter whether it was previously opened and maintained with the Bank or is an account which the Bank is now or subsequently requested to open, including but not limited to bank settlement account. The funds deposited in the Account are legally owned by the Customer. Customer's Legal Guardian is not the owner of the funds deposited in the Account.

[Junior Savings Account Service] Account Service/Service means that the banking service provided by the Bank to the Customer according to these Special Terms and Conditions.

[Customer] shall be any customer of the Bank who opened an account with the Bank in his personal capacity when the customer is younger than 18 years old, including domestic residents, overseas Chinese and foreigners.

[Legal Guardian] Customer's Legal Guardian shall manage all matters related to Account and Service as legal representative of Customer, who has no civil capacity for action or limited civil capacity for action, only for benefit of Customer. Customer's Legal Guardian shall take all responsibilities related to Account and Service.

### 3. Termination of Account Service

- 3.1 Before Customer reaches 18 years old, Customer's Legal Guardian can come to Bank in person and give Bank written instruction to close Account and terminate Account Service.
- 3.2 When Customer is 18 years old, no matter what else these Special Terms and conditions prescribe, Customer shall instruct Bank in writing to close Account and terminate Service.
- 3.3 Before Customer reaches 18 years old, if the Customer passes away, Customer's Legal Guardian shall come to the Bank together with Customer's heirs/agent of Customer's heirs with written instruction to close Account and terminate Service. Provided that Customer's Legal Guardian has submitted all required documents to the Bank, the Bank shall, in accordance with the written instructions of Customer's Legal Guardian or the Customer's heirs/agent of Customer's heirs, pay the remaining funds in the Account to Customer's heirs /agent of Customer's heirs, or transfer such funds to the new account opened with the Bank by the Customer's heirs, after deducting the payable bank charges, expenses and taxes.
- 3.4 No matter for what reasons, if Customer's Legal Guardian quit from [Personal Banking Privileged Plan]/[Priority Banking] Banking Plan (including Priority Private Wealth), Customer's Legal Guardian shall come to Bank in person and gives Bank written instruction to close Account and terminate Service.
- 3.5 In case that Customer's Legal Guardian is changed, and clause 7.2/a is not satisfied, Customer's Legal Guardian shall give Bank written instruction to close Account and terminate Service.
- 3.6 In case that Customer or Customer's Legal Guardian breaches/does not comply with clause 3.2, 3.3, 3.4, 3.5,
  - i. The Bank may upon public announcement or notice letter to the Customer provide limited banking service only, including but not limited to suspend, cease or refuse to provide all or any banking service, cease self-service channel, like digital banking service, debit card service, etc.
  - ii. The Bank may upon the following actions suspend the operation of any Account or close any Account:
    - (a) giving Customer cash in the amount of balance (if any) in the Account after deducting all the payable bank charges;
    - (b) mailing to the Customer a draft in the currency of the deposit, payable to the Customer's order and in the amount of balance (if any) in the Account after deducting all the payable bank charges, in which case the Bank shall discharge its entire liability; or
    - (c) transferring balance (if any) in the Account after deducting all the payable bank charges to Customer's other account;
    - (d) maintaining such balance (if any) after deducting all the payable bank charges in the Bank for future claim of the Customer.

iii. The Bank may terminate any of the Services either in whole or in part, without prejudice to the respective rights and obligations of the Bank and the Customer in respect of any one or more of the Services which shall continue to be governed by the relevant Service conditions.

#### 4. Account Statement

Bank will not provide e-statement for the Account, but only provide hardcopy monthly Account Statement .

### 5. Personal Digital Banking Service

- 5.1 Bank provides Online Banking Service for the Customer and Legal Guardian.
  - i. Customer may use his/her Online Banking Service to enquiry account information (include but not limit to account balance).
  - ii. For benefit of Customer, Legal Guardian may use his/her Online Banking Service to monitor account (include but not limit to account balance).
- 5.2 Bank provides Telephone Banking Service for the Legal Guardian. For benefit of Customer, Legal Guardian may use his/her Telephone Banking Service to change Customer information and open time deposit (including target deposit).
- 5.3 Bank may add, delete, change, freeze, cancel digital banking service or its function with public announcement or notice from time to time.
- 5.4 Except clause 5 or agreement otherwise stipulated, Bank does not provide Customer with other Personal Digital Banking Service.

### 6. Debit Card

- 6.1 For the Customer who has opened Junior Saving Account with Bank, Bank will provide service related to Debit Card for the Customer who is between 10-18 years old.
- 6.2 Both Bank and Cardholder shall observe relevant materials with regard to the use of Debit card, including Articles for Debit Card, the User Guide (special terms for Junior Saving Account), and tariff table.

## 7. More than One Legal Guardian and Change of Legal Guardian

7.1 If Customer has more than one legal guardian, Customer's Legal Guardian under these Special Terms and Conditions shall have obtained the consent from and have been authorized by other legal guardian(s). Before Customer reaches eighteen (18) years old, Customer's Legal Guardian is the only authorized person who could manage all matters related to Account and Service according to Special Terms and Conditions for benefit of Customer. Customer and Customer's Legal Guardian agree to indemnify, defend, reimburse and hold Bank harmless from and against all claims, charges, demands or proceedings by other legal guardian(s), or a third party. Customer and Customer's Legal Guardian shall be jointly and severally liable for losses (including consequential losses), damages, cost and expenses (including the fees of litigation and legal counsel) incurred

therefrom.

### 7.2 In the event that Customer's Legal Guardian has been changed:

- a. If the new legal guardian complies with the requirement set out in these Special Terms and Conditions, and the new legal guardian would like to manage all matters in relation to the Account and Service for benefit of Customer and be responsible for the obligations in relation to the Account and Service, Customer's Legal Guardian shall timely notify Bank and request the new legal guardian to come to Bank to carry out relevant procedures in connection with such change.
  - i. Before Bank approves the application with regard to the change of legal guardian, Customer's Legal Guardian shall still be liable to manage all matters in relation to the Account and Service.
  - ii. After Bank approves the application with regard to the change of legal guardian, the new legal guardian shall be deemed as Customer's Legal Guardian under this Special Terms and Conditions, and shall be liable for managing all matters in relation to the Account and Service.
- b. Except agreed in clause 7.2/a, Customer's Legal Guardian shall instruct the Bank in writing and terminate the Account and Service.

If Customer's Legal Guardian fails to comply with clause 7.2 or fails to notify Bank in writing to close the Account and terminate Service according to Clause 7.2, Customer and Customer's Legal Guardian shall be jointly and severally liable to Bank and indemnify Bank for such losses.

### 8. Favorable Tax Treatment

In case that the funds deposited in the Account and the interest accrued are entitled to any favorable tax treatment in accordance with applicable laws, Customer's Legal Guardian shall take the responsibility of applying for relevant favorable tax treatment and providing the Bank with the evidencing documents issued by the competent tax authority. The Bank has the right to deal with the Account on a normal basis before such evidencing documents are provided.

### 9. Anti-money Laundering

On the situation that the Account is suspicious for money laundering and other illegal usage, or the Customer, Customer's Legal Guardian or the actual controller of the Account violates the legitimate rights of the Bank, Bank's employee or Bank's agent and related parties, the Bank has the right to suspend or close the Account and/or terminate or stop any transaction and Service in connection with the Account according to any laws and regulations of any country and regional.

### 10. Personal Information Protection

Customer and Customer's Legal Custodian hereby confirm that they have already received and carefully read the copy of <The Letter Regarding Protection of Disclosure of Personal

Financial Information > ("The Information Protection Letter") and confirm that they understand and accept the Information Protection Letter. Customer and Customer's Legal Custodian hereby authorize the Bank to obtain, use and disclose Information Owner's Personal Financial Information, and use and further disclose it within the permitted scope. If before giving the authorization, Customer and Customer's Legal Custodian need notify the Information Owner and/or any other third party or seek their consent or obtain any approval, Customer and Customer's Legal Guardian confirm that they have already notified or obtained such consent or approval. If the authorization or confirmation of Customer and Customer's Legal Guardian hereunder is unauthentic or misleading, Customer's Legal Guardian shall be liable for any claim, prosecution, compensation demand or similar complaint raised by any third party (including any Information Owner) against the Bank, including without limitation any legal fees and litigation costs incurred by the Bank. Unless such authorization is revoked in writing, the authorization hereunder shall be ongoing effective.

### 11. Language

The English translation of these Special Terms and Conditions is provided for convenience only and in the event of any inconsistency between the English and Chinese versions of these Special Terms and Conditions, the Chinese version shall prevail for all purposes.

### 12. Amendment

The Bank may at its sole discretion unilaterally amend, add to or delete these Special Terms and Conditions by public announcement. Any amendment to these Special Terms and Conditions shall be deemed to be effective and binding on the Customer and Legal Guardian.

### 13. Effect

This version of the Special Terms and Conditions is amended based on the previous version. This version of the Special Terms and Conditions take effect on [8th Mar 2016] and announced before such date.