

**TERMS AND CONDITIONS OF STANDARD CHARTERED BANK (TAIWAN) LIMITED
2014-1 SENIOR UNSECURED NOTES (“BONDS”)**

APPROVED BY FINANCIAL SUPERVISORY COMMISSION R.O.C. NO. 10200353670 ON 23RD DECEMBER 2013

渣打國際商業銀行股份有限公司

2014 年第 1 期一般無擔保主順位金融債券（以下簡稱「本債券」）

發行辦法

依行政院金融監督管理委員會 102 年 12 月 23 日金管銀外字第 10200353670 號函核准辦理

1. Issuer 發行人

Standard Chartered Bank (Taiwan) Limited (“the Issuer”).
渣打國際商業銀行股份有限公司（以下簡稱「渣打國際商銀」）。

2. Use of Proceeds 資金運用

The proceeds will be used for medium and long term working capital.
發行所得係用於本行中長期營運資金。

3. Issue Amount, Denomination and Form 發行總額、面額、發行價格及債券形式

- (1) The Bonds issue amount is US\$ 580 million.
本債券發行總額為美金伍億捌仟萬元。
- (2) The Bonds are fully issued (in registered form) at par value in the denomination of US\$100,000 each.
本債券之發行面額每張最低為美金壹拾萬元，依面額十足發行。
- (3) The Bonds are issued in registered and scriptless form and registered with the Taiwan Depository Clearing Corporation (the “TDCC”).
本債券為記名式，採無實體發行，並於台灣集中保管結算所股份有限公司登錄。

4. Senior Note 受償順位

- (1) The Bonds will constitute direct and unsecured obligations of the Issuer. The Bonds will at all times rank equally and without any preference among themselves and at least equally and rateably with all the other unsecured obligations of the Issuer (except those which are mandatorily preferred under bankruptcy, liquidation or other similar laws).
本債券構成渣打國際商銀直接、無擔保且無條件支付之債務。本債券彼此間之受償順位相同，且與其他渣打國際商銀現在和未來之無擔保債務之受償順位亦相同（但因破產、清算或依其他相類法律規定應予優先受償者不在此限）。
- (2) If the Issuer is in the bankruptcy or liquidation, the holders of the Bonds (“the Bondholders”) will be at all times rank equally with all the other senior obligees of the Issuer.

於渣打國際商銀清算或破產時，本債券之持有人（以下稱「本債券持有人」）之受償順序與渣打國際商銀一般債權人相同。

5. Issue Date 發行日

The Bonds are issued on 27th January 2014.
本債券發行日期為民國 103 年 1 月 27 日。

6. Maturity Date 到期日

Two years from the Issue Date, the Maturity Date is 27th January 2016. The Issuer will redeem the Bonds on the Maturity Date and will pay to the Bondholders the principal and the interest amount. The Bondholders cannot terminate and sell back prior to the Maturity Date.

本債券為二年期，到期日為民國 105 年 1 月 27 日。渣打國際商銀應於到期日贖回本債券，並對於本債券持有人償還所有本金及累計應付之利息。本債券持有人不得中途解約或賣回。

7. Coupon Rate 票面利率

(1) The coupon rate is 3 months LIBOR plus 0.70%. LIBOR shall mean the rate shown on the screen designated as "LIBOR01" on the Reuters Monitor at 11:00a.m. two London business days prior to the first day of the relevant Interest Period (as defined below) as being the interest rate offered in the London interbank market for United States Dollar deposits for the same period.

本債券之票面利率為依指標利率加碼 0.70%定價。指標利率為各計息期間起息日前二個營業日上午 11 時之英商路透股份有限公司(Reuters)資訊系統所顯示"LIBOR01"之 3 個月美金利率。

(2) Interest on the Bonds will be payable annually on each of [27th] January 2015 and [27th] January 2016 ("Interest Payment Date"). If any Interest Payment Date falls on a day which is not a business day, it shall be postponed to the next day which is a business day without interest. The amount of interest payable for the relevant interest amount shall be calculated by applying the rate of interest to the principal amount of one Bond of each denomination, multiplying such product by the actual number of days in the Interest Period concerned divided by 360 and rounding the resulting figure to the nearest cent (half a cent being rounded upwards). The determination of the interest amount by the Issuer shall be final and binding upon all parties.

債券應每年支付利息一次（以下簡稱「付息日」）。渣打國際商銀應於每一付息日支付本債券持有人利息。付息日如為付款地銀行業停止營業日時，則於停止營業日之次營業日給付本息，不另計付利息。利息計算係自利息期間之首日（含）起至利息期間之末日（不含）止，計息基礎美金依實際天數除以每年 360 天計算。每張債券付息計算至元為止，元以下四捨五入。票面利率及利息金額以渣打國際商銀計得者為準。

(3) The period beginning on the Issue Date and ending (but excluding) on the first Interest Payment Date and each successive period beginning on an Interest Payment Date and ending on (but excluding) the next succeeding Interest

Payment Date is called an "Interest Period". Provided that if the last day of the last Interest Period falls on a day after the Maturity Date, the Maturity Date shall be the last day of such Interest Period.

自發行日起（「利息起算日」）至首次利息付款日（但不包含當日）為止之期間，以及後續介於兩個付息日間（但不含較後之付息日當日）之期間稱為「利息期間」。惟如最後一期利息期間之末日係於到期日之後，則以到期日為最後一期利息期間之末日。

- (4) If the Issuer has paid the interest into the accounts designated by a Bondholder, but the payment is unsuccessful due to [technical funds transfer failure or other reasons], the Issuer shall not make any additional payments to the Bondholders after such Interest Payment Date in respect of such situation.

倘渣打國際商銀於每一付息日皆已交付全部應支付之利息至本債券持有人所指定之帳戶，如發生未能入帳或因其他因素不能實際支付予本債券持有人之情形，於付息日後將不再增加額外之利息。

8. The Paying Agent 還本付息機構

The Issuer will act as the Paying Agent for the Bonds and will pay the principal and interest payments directly, according to the investor list provided by TDCC. According to the income tax regulations, each interest payment shall be made after deduction of applicable income tax.

本債券之本金償還及利息支付事宜係由渣打國際商銀自行辦理，以台灣集中保管結算所股份有限公司提供之所有人名冊為準。本債券於支付債券利息時，應依所得稅法規定代為扣繳所得稅。

9. Rights and Obligations Between The Issuer and The Bondholders 本債券持有人及渣打國際商銀之權利義務關係

- (1) The Bonds are not covered by the deposit insurance under the Deposit Insurance Law of the Republic of China.

金融債券並非存款，故本債券非屬中華民國存款保險條例理賠標的。

- (2) The Bondholders shall waive the right of set-off.

本債券持有人應放棄抵銷權。

- (3) Transfer, pledge, inheritance or giving of the Bonds, payment of interests and principals under the Bonds and any other book-entry transfer and related activities of the Bonds shall be conducted in compliance with the provisions of the Taiwan Depository Clearing rules and related laws and regulations.

本債券辦理轉讓、設質、繼承、贈與、還本付息及其他帳簿劃撥等相關作業，悉依台灣集保結算所規定及相關法令辦理。

- (4) Claims in respect of amounts due in respect of the Bonds will become prescribed unless made within fifteen years (in the case of principal) and five years (in the case of interest) from the relevant date for payment in respect thereof.

本債券各該到期款項之請求，應於各該付款日後十五年內(本金部分)及五年內(利息部分)提出，逾期渣打國際商銀無支付義務。

10. Cancellation 債券之取消

All Bonds which are redeemed by the Issuer, will forthwith be cancelled.
渣打國際商銀贖回本債券後，該債券即為註銷。

11. Payments 付款方式

All related payments of the Bonds will be charged in United States Dollar.
本債券相關款項之支付均應以其發行之幣別為之。

12. Governing Law 準據法

The Bonds are governed by, and shall be construed in accordance with , the laws of the Republic of China.
本債券之準據法為中華民國法。

13. Expected Rating of The Bonds 本債券預計發行時信用評等等級

Fitch assigned the national long term rating of the Bonds at AAA (tw).
本債券由英商惠譽國際信用評等股份有限公司台灣分公司評定為國內長期評等AAA(twn)級債券。

14. Other matters not expressly provided in this terms and conditions shall be governed in accordance with the “Regulations Governing Issuance of Bank Debentures by Banks” and related rules and regulations.

本發行辦法未盡事宜，悉依「銀行發行金融債券辦法」及相關法令規範辦理。

15. Purchasers of the bonds are restricted to qualified institutional investors as defined in Article 4, paragraph 2 of the Financial Consumer Protection Act.

銷售對象僅限金融消費者保護法第四條第二項所定之專業投資機構。