

## Important Reminders for Clients

Dear Client, To protect your benefits and rights, Yuanta Commercial Bank (hereinafter shortened as the Bank) has been strictly regulated our staffs according to statutory requirements and internal code of conduct. Our staffs are prohibited to take any of the following actions:

1. Misappropriate or safekeep your certificate of deposit, bankbook, seal and password slip.
2. Safekeep withdrawal slip, financial instruments or service application with impression of your specimen seal.
3. Conduct deposit or withdrawal transactions; transfer money by using automatic channels such as the internet bank or ATM; subscribe funds for investment products; or withdraw cash in your name.
4. Encourage or induce you to engage in wealth management or investment activities with loans or debt financing.
5. Suggest or imply that you should fill in or provide dishonest information.
6. Borrow money from you or provide you with his or her account for your personal transactions.
7. Request you to put the branch office's addressor his or her address or email address as the designation for delivering documents (including but not limited to transaction certificate or statement).
8. Recommend or sell you financial instruments, services or businesses that are not approved by the Bank and competent authorities or prepared or filed by them for future reference.
9. Establish a website, or produce or provide any document or certificate to you in his, her or Yuanta Bank's name.
10. Promote financial products or distribute relevant information with name cards or any forms of advertisements or promotional materials (including but not limited to personal blog or public network) that have not been approved by the Bank.
11. Forge, alter, change or correct your application or any of the information (such as the withdrawal slip and contract) that you have provided for transactions, or sign relevant papers by forging your, supervisor's or colleague's signature.

In case of finding any of the preceding actions conducted by the Bank's staffs, please lodge a claim to the Bank by telephone (Client Hotline: 0800-688-168), email (service@yuanta.com) or mail (No. 66, Sec. 1, Dunhua S. Rd., Songshan Dist., Taipei City 10557). If the accusation is found to be true, the Bank will punish the staff according to relevant rules.

## Anti-Fraud Propaganda and Reminders

Dear Client, We would like to remind you that, if you allow your bank account to be used by scam gang, you could be prosecuted for aiding another in the commission of a crime according to Criminal Act of the Republic of China, and for aiding another in the commission of money laundering. Such offense shall subject to imprisonment of not more than five years.

Besides, due to the increasing number of fraud in recent years, please pay attention to the following reminders to protect your personal safety and property:

1. Investment shall be made in a lawful way to avoid illegal fund-raising activities that may lead you to significant losses.
2. Do not give your bankbook, seal, debit card and password, or disclose personal detail or your account details to any third party.
3. Do not follow the instructions from others to use ATM or to remit or transfer money. To prevent your password from being hacked, do not follow the instructions from non-official website of Yuanta Bank to link to our internet bank.

If you are in any of the following circumstances, you might become a victim of fraud. Please be aware of it and dial the anti-fraud hotline of National Police Agency "165" to confirm if it is a type of modus operandi:

1. Receive a winning notification letter in writing or by SMS that requests you to pay taxes or Commission on a wire transfer or remittance.
2. Receive a call from someone who claims to be a judge, prosecutor, police officer, hospital staff or telecom employee says "Your personal ID (or NHI card) has been used for fraud crime (ex. money laundry, kidnapping, taking captives for ransom, or having a delayed payment for telecom fees). Your account / properties will be blocked (you shall pay for the deposit, or your bank account will be in custody or be maintained under safekeeping). You must not disclose relevant information, or you will be held in custody".
3. Receive a call from someone who claims to be a staff of Financial Supervisory Commission (FSC), Ministry of Justice (MOJ), Administrative Enforcement Agency or other public agency requests for conservatorship of your properties, or asks you to arrange a cash payment or transfer money to the justice (safe) account. You are also demanded not to hang up, so that you will stay on the line.
4. Receive a letter that claims to be an enforcement order from the court or an outstanding bill notice from a financial institution or public company (such as Chunghwa Telecom and Taiwan Power Company). You therefore call the sender and are requested to arrange the payment to a specific account that does not belong to the court / agency, or to arrange designated account transfer.
5. Any brochure or newspaper classified advertisement related to employment, loan, franchising opportunities, or products that request you to transfer in royalties or guarantees.
6. Receive a notification saying that your child borrowed money from an illegal private bank (or stood security for someone) and is now under captivity. You are requested to arrange a cash payment / remittance / designated account transfer in order to have your child released.

## Offshore Banking Unit

### General Agreement for Account Transactions and Related Services (OBU 108-01)

WHEREAS, the undersigned Applicant (hereinafter referred to as the Client) agrees to comply with the following terms and conditions for all types of deposits, trust account and business services (including transactions of all types of foreign exchange accounts, payment trust services, internet bank, and funds management accounts) provided by the Offshore Banking Unit (hereinafter referred to as OBU) of Yuanta Commercial Bank Co., Ltd. (hereinafter referred as the Bank) within the scope of service applications:

**Personal Information Collection Notice (deposit client who is a natural person or deposit client's statutory representative/ person in charge/ counselor/ other representative shall read the following contents carefully)**

To comply with regulations of Personal Information Protection Act that governs the collection, processing or use of personal information, the client (including legal agent, representative and/ or the client's statutory representative, guardian/assistant and representative) has been advised that the Bank inform the Client of the matters set up hereinafter in accordance with Paragraph 1 of Article 8 of the Personal Information Protection Act t:

1. Classification of the personal information  
Information that the Client fills out in a deposit or trust application form or agreement, or information produced during the implementation of banking services. According to Article 2 of Personal Information Protection Act, the said information includes, but not limited to the name, date of birth, nationality, I.D. number, passport number, the U.S. tax identity and identification number, marital status, family, education, occupation, contact information, financial conditions, social activities and other information.
2. Purpose of collection (see below Appendix Table for more details)  
Businesses applied by the Client, and other businesses registered by the Bank or authorized by competent authorities, include but not limited to funds management, client services, marketing, audit, risk control, anti-money laundry or behaviors (behaviors including but not limited due-diligence and personal information reported to domestic and/or foreign tax authorities) conducted according to domestic and foreign regulations (including Foreign Account Tax Compliance Act of the United States and relevant intergovernmental agreements).
3. Time period, target, area and ways of using personal information
  - (1) Time period: the duration of the specific purpose for personal information collection; the retention period provided by applicable law or contractual agreement (such as the Business Entity Accounting Act); and the retention period required by the Bank to carry out business.
  - (2) Target: the Bank; companies for co-promotion with the Bank ; other institutions engaged in business with the Bank; authority having investigation power by law or financial supervisory agencies or tax authorities in accordance with laws and regulations; a third party to whom the Bank shall provide the said information according to law; or any other targets agreed to by the Client in writing.
  - (3) Area: location of the Bank, offices of institutions that deal business with the Bank, the third party to whom the Bank shall provide the said information according to law, or any other targets agreed to by the Client in writing.
  - (4) Ways: writing, fax, telephone call, electronic message, internet and other automatic or non-automatic measures.
4. During the Bank's retention period Client's personal information, the Client may inquire and request for a review of the personal information; request to make duplications of the personal information; request to supplement or correct the personal information; request to discontinue collection, processing or use of personal information; and request to delete the personal information according to Article 3 of Personal Information Protection Act. However, the Bank may reject the said inquiry or request in circumstances specified by laws, or the rejection has to be made to fulfill the contract or conduct business.
5. The Client acknowledges and understands that, if the provision of relevant personal information is refused t, the Bank will not be able to provide relevant services. If the Client refuses to give consent to the Bank to provide all types of businesses, financial instruments or service related information, or information related to all kinds of consumption, marketing or promotional activities, the Bank will not be able to provide the Client with above stated information.

Appendix Table

Business category	Descriptions of specific purpose	
	Specific purposes and corresponding codes	Common purposes and corresponding codes
Deposit	022 Foreign exchange business. 036 Deposit and remittance. 082 Consolidated management of Deposit and Borrowing Procedure between borrowers and depositors. 112 Bill exchange business.(Note Clearing Business) 181 Other businesses in consistency with registered business items or businesses registered in Articles of Association.	040 Marketing (including cross selling for Financial Holding Company). 059 Collection, processing and use conducted by financial service industry as required by the laws and regulations and financial supervisory need. 060 Financial dispute resolution. 063 Personal information collection, process and use by non-governmental agency pursuant to its legal obligations.
Wealth management business	022 Foreign exchange business. 036 Deposit and remittance. 044 Investment management. 068 Trust business. 082 Consolidated management of Deposit and Borrowing Procedure between borrowers and depositors. 166 Business related to securities, futures, securities investment trust and consulting. 094 Property management. 181 Other businesses in consistency with registered business items or businesses registered in Articles of Association.	069 Matters under contract, , quasi-contract or other legal relationship 090 Consumer and customer Management and Services 091 Consumer protection 095 Finance and taxation administration 098 Commercial and Technical Information 104 Account management and the right of claims transaction business 136 Information (and communications) technology and database management 137 Information security and management 157 Investigation, statistics, research and analysis 182 Other advisory and consulting business

**The Client agrees to comply with conditions and terms of the U.S. Foreign Account Tax Compliance Act (FATCA):**

1. **The Client understands that any person who declares an untrue U.S. tax status will be deemed as violating the U.S. law and be imposed a penalty. The Client agrees not only to declare the true tax status according to the U.S. tax law, but also to sign the IRS (Internal Revenue Service; the U.S.) forms, such as "W-9", "W-8BEN" or "W-8BEN-E", or a declaration of non U.S. taxpayer. In the meantime of providing the Bank with documents prescribed by regulations related to the U.S. tax law, the Client also agrees that the Bank may, for the purpose of clarifying that the Client is not a U.S. taxpayer, present relevant documents to tax withholders as defined in the U.S. tax law on behalf of the Client. The Client agrees that any change to his/ her/its U.S. tax status will be updated to the Bank within 30 days, and that he or she will present and provide relevant documents to the Bank. The U.S. tax status is defined according to regulations related to the U.S. laws (including but not limited to the U.S. citizens, green card holders, tax residents as defined by other U.S. tax laws, companies registered in the U.S., and affiliates or offices of U.S. companies in Taiwan).**
2. **To comply with FATCA, the Client agrees that the Bank can collect, process, use and internationally transmitted his/ her/ its personal information**

(including the name; address; taxpayer identification number, which is shortened as TIN; shareholder substantial information of the U.S. juristic shareholders; account; account balance or cash value). The Client's tax and account information may be disclosed to domestic and foreign government agencies (including the Republic of China and U.S. Federal governments). If the Client refuses to provide the said information or fails to provide all information, the Bank will list the Client's account as a "recalcitrant account" according to the rules, and the Client will be subject to a 30% withholding tax penalty on certain U.S. sources of income paid to or from the recalcitrant account (including but not limited to dividends, interests, royalties and rents). The Bank may also settle the Client's tax withholding, or terminate the Client's deposit or relevant agreement.

3. Where the Client fails to fulfill or violate above stated terms and conditions, the Client agrees that the Bank may take necessary actions on his/ her/its rights of the account, including but not limited to the withholding of the U.S. tax and terminate the account service. The Client also agrees to be liable for costs, losses, penalties and other similar payments derived from violating U.S. tax laws.

The Client agrees to comply with the Regulations Governing the Implementation of the Common Standard on Reporting and Due Diligence for Financial Institutions ("Regulations") :

1. The Client understands that under the Regulations, the Bank is required to collect, review and report certain information about the Account Holder's tax residency status. The Regulations are enacted pursuant to the provisions set out in Paragraph 6, Article 5-1 of the Tax Collection Act and are referred to the Common Reporting Standard (CRS) developed by the Organization for Economic Cooperation and Development (OECD). Under the Regulations, the Bank must obtain a self-certification form from the Account Holder to determine the country(ies)/jurisdiction(s) in which the Account Holder is a tax resident. The Bank must be legally obliged to report the information in self-certification form and other financial information with respect to the account to the tax authorities of the Republic of China (Taiwan)("ROC") and they may exchange this information with the tax authorities of another country(ies)/jurisdiction(s) pursuant to intergovernmental agreements to exchange financial account information for tax purposes.
2. The Client agrees to comply with the Regulations (violators will be imposed a heavy fine), and provide a correct and valid self-certification form unless there is a change in circumstances relating to information, such as the Account Holder's tax residency status, that makes the form incorrect or incomplete. In that case, the Client must notify the Bank and provide an updated self-certification form within 30 days of such change in circumstances.
3. Where the Client fails to fulfill or violate above stated terms and conditions, the Client agrees that the Bank may take necessary actions on his/ her/its rights of the account, including but not limited to terminate the account service. The Client also agrees to be liable for costs, losses, penalties and other similar payments derived from violating Regulations.

#### Directions Governing Anti-Money Laundering and Countering Terrorism Financing

The Client agrees that the Bank may conduct the following measures for anti-money laundering and countering terrorism financing in accordance with "Money Laundering Control Act", "Directions Governing Internal Control System of Anti-Money Laundering and Countering Terrorism Financing of Banking Business, Electronic Payment Institutions and Electronic Stored Value Card Issuers" and "Specimen of Guidelines Governing Anti-Money Laundering and Combatting the Financing of Terrorism by Banking Sector":

1. Where the Client is a legal person, it shall provide the Bank the natural persons who ultimately have a controlling ownership interest and agree to provide the register of shareholders, capital contribution certificate or other stock or capital contribution related documents (including but not limited to register of juristic shareholders, stock right or control right structure diagram, reasons for the direct or indirect holding greater than 25% of that of the ultimate beneficial owner or reasons for establishing a multi-layer holding framework. If the identity of the ultimate beneficial owner as a natural person is confirmed to be true, and if there is any change afterwards, the Client shall apply for amendment accordingly.
2. Where the Client is a terrorist or terrorist group affected by economic sanctions, identified or investigated by an international organization against money laundering, the Bank may refuse to conduct business with the Client or simply close the account without a notice.
3. The Client is required to provide the Bank with necessary information when the Bank is on the process of periodic review or if the Bank deems necessary, or specify the nature or purpose of the transaction or funding resource. If the Client refuses to cooperate, the Bank has the right to suspend the transactions, or suspend or terminate the business with the Client.

#### I. Common services

1. I/we (Applicant(s), Client(s)) fully acknowledges that only natural persons, juristic persons, government agencies within the territory of the R.O.C. or financial institutions within or outside the territory of the R.O.C. as prescribed in "Offshore Banking Act" are eligible to open a "foreign exchange deposit account" at the Bank's offshore banking units (hereinafter referred to as OBU).
2. When the Client opens an account, the Client's account name, specimen seal, applicable deposit and business category, as well as matters associated it shall all by conducted according to relevant laws and interpretations of the Republic of China, and rules of the Bank.
3. Where there is any change made to the information provided by the Client to the Bank, the Client shall notify the Bank of it in writing (with an impression of specimen seal) or in a way that is recognized by the Bank. Where the Client fails to apply for an amendment according to the Bank's rules and therefore suffers from any inconvenience or impact, the Bank will not be liable for it. Where the Client changes the name, the Client shall complete the rename and seal change procedures. If not, the Bank has the right to refuse services to the Client.
4. **To deposit or withdraw cash at the Bank's business premise, the Client shall present the bankbook and deposit slip, withdrawal slip or certificate of deposit to the bank staff, or have the transaction conducted according to agreed method. For withdrawal transactions, an impression of specimen seal or specimen signature is obligatory.** Where the account number, account name, date or amount on the deposit or withdrawal slip is filled out by another person, the Client shall verify these characters before leaving the counter and shall be liable for it.
5. **The Client shall keep well the specimen seal, bankbook or certificate of deposit required for withdrawals. Where the said items are missing, stolen, robbed or out of the Client's possession due to other matters, the Client shall immediately report it to the Bank according to its rules. However, if a payment has been arranged before the Bank accepts the written loss report and payment suspension application, and if the Bank has fulfilled its obligations of verifying the impression of specimen seal as a good manager, performance effects shall be applied accordingly.**
6. Where the Client fails to collect the payment, the payment is delayed, or the amount is short-paid due to an accident during the delivery or payment, an accident happens to the entrusted financial service provider, or any other causes, the Bank is not liable for derived damages or losses, unless otherwise caused by the Bank intentionally or grossly negligently.
7. The Client agrees that all types of payments and expenses that must be paid according to this Agreement, and limitations or rules set by the Bank for all types of transactions and services will be conducted according to the Bank's rules. The Client agrees that the Bank may deduct the principal, interest, penalty, all types of transaction fees, account management fee, postage, cable fees, acceptance or discount fees, commitment fees, penalties for dishonored checks, transaction fees for canceling dishonored checks, transaction fees for canceling deposited bills and other sums payable to the Bank directly from the Client's deposit account without a prior notice. Unless otherwise specified by a separate agreement, all types of transaction fees shall be charged according to charging standard listed in the appendix of this Agreement. Where there is any change to the charging standard, the Bank shall make a public announcement at the Bank's operating sites and on the website in a predominant way, or send the Client a notification 60 days before the effective date, except for those that are beneficial to the Client.
8. The exchange rate applied to deposit transactions shall refer to the spot buying / selling rate. However, if the exchange rate fluctuates violently in the currency market, the Bank may suspend providing this service.
9. All deposit transactions conducted by the Client at the Bank are conducted according to regulations of competent authorities and the nature of remittance are filled out according to the truth.
10. Where the Client receives an amount of money that has been mistakenly deposited in the his/ her/ its account due to the wrong account information or the Bank's operational mistakes, the Bank may deduct the amount directly from the said account to correct such mistake. If the Client has already used the deposited amount, the Client shall immediately return the full amount of money upon receipt of the Bank's notification.
11. The Client must not transfer or pledge the deposit to a third party without the Bank's prior written consent. If the Client's account is suspected to be used

**improperly, the Bank may immediately block the Client's access to the wire transfer and other electronic payment functions, or make restrictions on the account's inward transfer function. If the account has been reported as an alert account by the judicial or police agency, the Bank may suspend all of its transactions and settle the deposit.**

12. Where the Client has set up direct debits or standing orders, the amount will be deducted according to the Bank's arrangement on the computer operation and the Client shall not make objections to that. Where the amount cannot be deducted from the account due to insufficient deposit amount, the deposits have been seized by the court order, or other force majeure, the Bank may cancel direct debits and/ or standing orders and the Client shall be solely liable for derived losses and damages.
13. The Client may set up the date of future outward and inward transfers at the counter or by using automatic service equipment, such as internet bank and other electronic payment tools. Before the Client sets up the scheduled transfer with automatic service equipment, the Client shall apply for internet banking services or other electronic financial services at any of the Bank's business premises by presenting his/ her/ its personal ID and specimen seal. Where any significant major disaster occurs on the scheduled transaction date and a suspended operation of any or all of the Bank's business premises is/ are declared according to the announcement of the competent authorities, the Bank may execute the transaction on the next business day.
14. Where the balance of Client's bankbook or statement is inconsistent with that in the Bank's system due to the failure of entering electronic payments (such as internet bank or other electronic payment tools) in Client's deposit account, computer breakdown or network interruption, the actual balance of Client's deposit account shall refer to records in the Bank's system. However, if the Client finds any inconformity on the transaction record provided by the Bank, and if the Bank verifies it and confirms a mistake on the recorded amount or balance, the Bank shall make an immediate correction accordingly.
15. Where the Client uses an automatic service equipment (internet bank or other electronic payment tools) to transfer money, the payment will be made electronically without updating the bankbook and it shall be equally effective as withdrawals made with the bankbook and withdrawal slip that is impressed with specimen seal. The amount will be transferred into the designated deposit account and the Bank is authorized to deduct the transaction fees directly from the designated account according to the Bank's rules. Every time the Client transfers money to a designated deposit account (including pre-set deposit account), the Client shall verify relevant details. Where the amount is transferred to the wrong account due to mistaken account number, the Client shall be solely liable for all damages and losses and the Bank will not be responsible for canceling the transaction or taking back the transferred amount.
16. Where an Event of Default occurs or the Client fails to repay maturing debts (not limited to debts of this deposit agreement); the Bank takes action against the Client over other matters; or any filing for provisional seizure, disposition, enforcement, bankruptcy, reorganization, business termination and other legal punishment has been taken place and resulted in the Bank unable to be secured or repaid, the Bank may, after alleging that all Liabilities forthwith due, prepay all of the Client's deposits in the Bank and apply the amount to set-off against all indebtedness now or hereafter owed by the Client to the Bank and/or any of its domestic and overseas branches.

The set off set forth in the preceding paragraphs will become effective upon act of debiting from the applicable accounts, and the effect shall be retroactive back to the time when the offset could be claimed. However, a notification shall be sent to the Client in ways prescribed in Article 19 of Common Services. Concurrently, any and all deposit slips bankbook, or other certificates issued by the Bank to the Client will also be annulled to the extent of that set-off.

17. Where the Client is a legally incompetent or quasi-incompetent person, the Client requires its legal representative to sign this Agreement on behalf of him/ her/ it, or to provide him/ her/ it with a permission to sign this Agreement. If it is the case, the legal representative agrees that the Client will be free to handle transactions of this account and add-on financial services provided by the Bank afterwards and acknowledges that he/ she/ it shall be responsible for any dispute arising out of or in connection with this Agreement as the Bank bears no responsibility for it. Furthermore, if the Bank therefore suffers from any damage or loss, the legal representative will be jointly liable for the compensation.
18. The Client agrees that the contact information specified in this Agreement (including but not limited to the email address, fax, telephone and address) will be used to receive notifications from the Bank. Where any change is made to the Client's contact information, the Client shall not only notify the Bank of such change in writing or in agreed terms, but also agree that the Bank will delivery notifications according to the modified information. If the Client fails to notify the Bank of relevant changes, the Bank will keep sending notification according to the contact information stated in this Agreement or in the Client's latest notification. The said notification may be delivered in writing or by email, fax or telephone. As soon as a notification is sent out by email, fax or telephone, it will be deemed to have arrived; notifications delivered in writing will, on the other day, be deemed to have arrived after adding up the normal posting period.
19. Upon completing procedures required to close the Client's Account, terms and conditions of this Agreement will no longer be applied to the closed account.
20. **The Client (including person in charge and representative of juristic person) acknowledges and agrees that the Bank, Joint Credit Information Center, Small and Medium Enterprise Credit Guarantee Fund of Taiwan, Taiwan Clearing House (TCH), Financial Information Service Co., Ltd., other institutions designated by the Bank's competent authorities, or institutions that deal business with Bank may collect, process, internationally transmit as well as interchangeably deliver and use the Client's information (including person in charge and representative of juristic person) for the respective and specific purpose and pursuant to laws. The abovementioned parties may also provide the said information to any third party service provider engaged by or cooperated with them according to laws.**
21. **The Client acknowledges that the Bank and affiliates of parent company Yuanta Financial Holding Co., Ltd (announced on the website of Yuanta Financial Holding Co., Ltd.) may create files that include information on the Client's name and address, or disclose, transfer or interchangeably use the said information for the respective and specific purpose and pursuant to laws. The abovementioned parties may also provide the said information to any third party service provider engaged by or cooperated with them according to laws.**  
Where there is any change to the Client's personal information, the Client may notify the Bank to make amendment at any time. The Client may also request the Bank to terminate the interchangeable use of his/ her/ its personal information in writing or by dialing the Bank's client service hotline 0800-688-168. The notification will become effective on the seventh business day upon sending the notification. Affiliates of Yuanta Financial Holding Co., Ltd. include Yuanta Securities Co., Ltd., Yuanta Commercial Bank Co., Ltd., Yuanta Life Insurance Co., Ltd., Yuanta Futures Co., Ltd., Yuanta Securities Investment Trust Co., Ltd., Yuanta Life Insurance Agent Co., Ltd., Yuanta Properties Insurance Agent Co., Ltd., and Yuanta International Life Insurance Agent Co., Ltd.. Any change to above list will be publicly announced on the official website of Yuanta Financial Holding Co., Ltd. and relevant announcements will also be posted at the Bank's business premises.
22. Should any dispute arises from this service agreement, the Client and the Bank agree that the local court of where the Client opens the account or where the Bank's headquarters locates will be the court of the competent jurisdiction, except for Small-Claim Proceeding as prescribed in Article 47 of Consumer Protection Act or Article 436-9 of Civil Procedure Act in Taiwan.
23. This Agreement and agreements of its appendixes are deemed as a part of this Agreement. Any other unspecified matters shall be conducted according to relevant regulations and the Bank's rules, and shall be supplemented or revised upon negotiation of both parties.
24. **Where the Bank adds, revises and makes amendments to relevant services, or terms and conditions of this Agreement after the establishment of this Agreement, the Client agrees that the Bank may notify the Client of it by making a public announcement at its business premises or on the website; by telephone; in writing; by email; by providing relevant information on the Client's bankbook or statement; by displaying relevant information on the ATM; or by making an accouchement on the newspaper, except for services with a separate agreement. Where the Client decides not to terminate the agreement and continues to have business with the Bank, it will be deemed that the Client agrees and is willing to abide by new or amended terms and conditions without any objection. However, any adjustment made to amounts or conditions related to the account balance for interest calculation and account management fees, the Bank shall notify the Client of it 60 days in advance.**
25. **The Client may terminate and make changes to all types of deposits and business services at any time, except for those with a separate agreement. However, relevant activities shall be conducted according to the Bank's rules with relevant notification be made to the Bank.**
26. **Non-individual Client shall provide the renewed Certificate of good standing to the Bank by the expiry date. The Bank may close the Account by sending a notification to the Client if the Client refuses or fails to do so.**
27. **Where any dispute arises from the products or services provided by the Bank, the Client may file a complaint to the Bank by telephone (the Bank's Client Service Hotline: 0800-688-168), by email (service@yuanta.com), by filling out the "Client Feedback Sheet" (advertising reply form), in writing (mail to No. 66, Sec. 1, Dunhua S. Rd., Songshan Dist., Taipei City 10557 or fax to 02-2592-0108; Attn: Yuanta Commercial Bank Co. Ltd. Business Management Department) or by visiting our business premise in person.**
28. This Agreement shall be governed by and construed in accordance with laws of the Republic of China.
29. The titles in this service agreement are meant for easy search only and shall not affect the interpretation, explanation and acknowledgement of terms and conditions in this service Agreement.

## II. Foreign currency deposit services

1. Scope of Applications
  - (1) This Agreement generally applies to overseas client's foreign exchange deposit business. For matters not provided under this agreement, the general terms and conditions and relevant bank policies shall apply.
  - (2) The deposit clients are OBU(offshore banking units) client and financial institution.
  - (3) The deposits of OBU clients shall be conducted according to Offshore Banking Act and Offshore Banking Act Enforcement Rules.
  - (4) The deposit shall be conducted according to regulations of competent authorities and the Bank's foreign exchange deposit relevant rules. Other matters shall be conducted according to regulations related to the TWD deposit business or ordinary banking rules.
  - (5) **The Deposits of OBU are not covered by the deposit protection insurance scheme of the R.O.C.**
2. Interest calculation basis
  - (1) Foreign currency demand deposit: **the interest of demand deposit in GBP, HKD, SGD, THB and ZAR shall be calculated on the basis of 365 days, whereas other currencies shall be calculated on the basis of 360 days.**
  - (2) Foreign currency time deposit: **the interest of time deposits more than (including) 1 month shall be calculated on the basis of 12 months and be calculated every month. Time deposit that is less than (excluding) one year with a designated date of maturity or less than 1 month shall be calculated on the basis of 360 days, except for deposits in GBP, HKD, SGD, THB and ZAR as they shall be calculated on the basis of 365 days.**
3. Foreign currency demand deposit
  - (1) Shall be the currencies that the Bank buys and sells in the public. No interest will be accrued for deposits in a currency that does not have the interest rate information.
  - (2) **The account currency must be USD and the balance shall be zero when the Client opens the account. The amount that equals to USD100 will be used as the interest calculation basis.**
4. Foreign currency time deposit
  - (1) Shall be the currencies that the Bank buys and sells in the public. Each deposit shall be USD1,000 at minimum (other currencies shall be equivalent to this amount).
  - (2) The principal of foreign currency time deposit shall be withdrawn at maturity at a time, whereas the interest shall be calculated with the prevailing simple interest rate on a fixed basis and be paid at maturity or in agreed terms.
  - (3) In case a foreign currency time deposit is terminated prior to its scheduled maturity, it is a must to abide by the Bank's rules governing a prior termination:
    - i. Time deposit: foreign currency time deposit may be terminated prior to the scheduled maturity. Client who desires to terminate the deposit before maturity shall notify the Bank of it two days in advance if the deposit period is less than 1 month; or seven 7 days in advance if the deposit period is more than 1 (including) month. The Client shall also withdraw the entire deposit amount at a time when he/ she/ it terminates the deposit. Clients who fail to notify the Bank of it on the date mentioned above may also have the deposit terminated if the Bank agrees to do so.
    - ii. In case the deposit period is 7 days, 14 days, 21 days or less than a month, the Client who terminates the deposit before maturity will not receive any interest.
    - iii. In case the deposit period is more than (including) 1 month, the Client who terminates the deposit before maturity shall refer to the Bank's interest rate published on the start date of the deposit period to calculate the interest period and rate in methods below:
      - a. In case the deposit period is less than 1 month, no interest will be paid.
      - b. In case the deposit period is more than 1 month and less than 3 months, the interest paid to deposits terminated before maturity will be calculated at 80% of the one-month deposit interest rate for the actual deposit period.
      - c. In case the deposit period is more than 3 months and less than 6 months, the interest paid to deposits terminated before maturity will be calculated at 80% of the three-month deposit interest rate for the actual deposit period.
      - d. In case the deposit period is more than 6 months and less than 9 months, the interest paid to deposits terminated before maturity will be calculated at 80% of the six-month deposit interest rate for the actual deposit period.
      - e. In case the deposit period is more than 9 months and less than 1 year, the interest paid to deposits terminated before maturity will be calculated at 80% of the nine-month deposit interest rate for the actual deposit period.

As described in above paragraphs, the interest of deposit terminated before maturity shall be calculated with the simple interest rate according to the actual deposit period, which shall include days that are less than a month.
  - (4) Foreign currency time deposit after maturity shall be handled according to the Bank's relevant rules accordingly:
    - i. Less than one month:
      - A. Where the Client fails to withdraw the matured deposit, the interest from the maturity date to the withdrawal date will be calculated according to the interest rate of foreign currency demand deposit on the withdrawal date. However, if the Bank is closed on the maturity date, the interest from the maturity date to the next business day shall be calculated according to the interest rate of matured deposit.
      - B. Where the Client desires to renew the deposit and has completed relevant procedures within (including) 7 days after maturity day, the interest for the renewal deposit may be calculated from the maturity date of matured deposit, and the interest of matured deposit that has not yet been withdrawn may be renewed together with the principal. The interest rate for new deposit shall refer to that published by the Bank on the renewal date.
    - ii. More than (including) one month:
      - A. Where the Client fails to withdraw the matured deposit, the interest from the maturity date to the withdrawal date will be calculated according to the interest rate of foreign currency demand deposit on the withdrawal date. However, if the Bank is closed on the maturity date, the interest from the maturity date to the next business day shall be calculated according to the interest rate of matured deposit.
      - B. Where the Client desires to renew the deposit and has completed relevant procedures within (including) one month after maturity day, the interest for the renewal deposit may be calculated from the maturity date of matured deposit, and the interest of matured deposit that has not yet been withdrawn may be renewed together with the principal. The interest rate for new deposit shall refer to that published by the Bank on the renewal date.
  - (5) Foreign currency time deposit certificate for pledge (original currency):
    - i. The borrower is limited to the original depositor.
    - ii. Amount: a maximum amount of 90% principal in the same currency.
    - iii. Interest rate: the interest rate of the time deposit certificate for pledge plus 1.5% (fixed interest rate), unless otherwise specified by a separate agreement.
    - iv. The interest shall be accrued on a daily basis and be charged on a monthly basis; the principal shall be repaid in a full amount upon maturity.
5. Foreign multi-currency demand deposit
  - (1) No interest will be accrued for deposits in a currency that does not have the interest rate information.
  - (2) The deposits in the account may be converted to another currency, and be converted interchangeably at any time within the scope of permission.
  - (3) The conversion between currencies shall be conducted according to the exchange rate negotiated with the Bank during the conversion, and the Client shall undertake all exchange rate risks.
6. Comprehensive demand deposit
  - (1) Where the Client has opened a comprehensive demand deposit account, regulations of this Agreement shall be applied at priority. Any other unspecified matters shall refer to the Bank's foreign currency deposit and TWD deposit relevant agreements.
  - (2) The deposit includes the foreign currency demand deposit and foreign currency time deposit, which are in the same account. The Client may conduct deposit and withdrawal relevant activities by presenting the bankbook and deposit slip, or in agreed terms.
  - (3) Foreign currency time deposit under this deposit will be automatically terminated at maturity and be transferred to the foreign currency demand deposit, unless the Client already terminated the renewal function. The Client agrees that the Bank may automatically renew the deposit according to the deposit period and the Bank's rules, or the applicable interest rate negotiated with the Bank in a separate agreement. Regarding the automatic renewal, the principal will be automatically renewed, whereas the net interest will be transferred to the foreign currency demand deposit or be automatically renewed with the principal.
  - (4) Overdraft against time deposit is not allowed for foreign currency demand deposit under this deposit.
  - (5) Foreign currency demand deposit under this deposit shall have the interest calculated according to the Bank's announced exchange rate. The interests will be calculated on every June 20 and December 20, and will be deposited into the Client's foreign currency demand deposit account. The interest of foreign currency time deposit shall be calculated according to the applicable interest rate announced by the Bank during the time of deposit or negotiated with the Bank, and shall

be paid in agreed terms.

- (6) Foreign currency time deposit that is terminated before or after maturity shall be conducted according to the Bank's rules governing the termination of foreign currency time deposit before and after maturity.
  - (7) Foreign currency time deposit that is terminated before or at maturity shall be transferred to the foreign currency demand deposit account, and then withdrawn with the bankbook and withdrawal slip, or in agreed terms.
  - (8) Bankbook and seal shall be stored separately for safekeeping. Where the said items are missing or stolen, and the Bank already arranged the payment before receiving the Client's loss report and payment suspension application, performance effects shall be applied accordingly if the Bank is unaware of the false claim.
  - (9) Where the balance of Client's bankbook or statement is inconsistent with that in the Bank's system, the actual balance of Client's deposit account shall refer to records in the Bank's system. However, if the Client is able to prove that the Bank's record is mistaken, the Bank shall make an immediate correction accordingly.
7. Foreign currency deposit without bankbook
- (1) Scope
 

This Agreement is entered in and between the Client and the Bank concerning banking services provided without bankbook, and shall be applicable to demand deposit, comprehensive deposit and other foreign currency deposit transactions without bankbook.
  - (2) Provision of and amendment to information
 

The Client shall provide the Bank with not only personal information, but also an email address that enables the Bank to send e-statement.

Where there is any change made to the information or email address provided by the Client to the Bank, the Client shall immediately notify the Bank of it in writing (with an impression of specimen seal) or in a way that is recognized by the Bank. Where the Client fails to apply for an amendment according to the Bank's rules and therefore suffers from any inconvenience, damage or other impact, the Client shall be solely responsible for it.

Where the Client changes the name, the Client shall complete the rename and seal change procedures. Before the said procedures are completed, the Client may use the old specimen seal to conduct relevant transactions with the bank. However, the Bank has the right to refuse providing a part of or all of its services to the Client due to transaction security or other legal regulations.
  - (3) Add-on services
 

When applying for a deposit account without bankbook, the Client shall apply for e-statement. If not, the Bank may refuse his/ her/ its application of opening a deposit account without bankbook.
  - (4) Statement
 

The Client will, as agreed, receive a reconciliation statement from the Bank every month. The Statement will state details of previous month's transactions and will be used as a deposit book for the Client to check the deposit balance. Where the Client does not have any transaction in that month, the Bank will not send the Statement. Upon receipt of the Statement, the Client shall check all details carefully and, in case of finding any information, the Client shall notify the Bank of it within 7 days. Where the Client fails to notify the Bank of it within the prescribed deadline, it will be deemed that the Client confirms that all statement details are correct.

The Client agrees that the Bank may replace paper statement with e-statement, and that the Bank will send the paper statement only when the e-statement cannot reach the Client due to wrong email address or other reasons.

Where the Client has provided the wrong email address or changed the email address without notifying the Bank of it according to the Bank's rules, not only will the Bank send the e-statement to the email address stated in this Agreement or the latest email address informed by the Client, but also the e-statement will be deemed to have arrived and Paragraph 1 will also be applicable in the case.
  - (5) Withdrawal
 

To make withdrawals at the counter, the Client must go to any of the Bank's foreign exchange units and shall present the withdrawal slip and specimen seal.
  - (6) Product amendment
 

The Client may, depending on his/ her/ its need, submit its application of changing "deposit with bankbook" to "deposit without bankbook", or "deposit without bankbook" to "deposit with bankbook" to the Bank. However, the Client will be charged with transaction fees starting from the second amendment.

Upon receipt of Client's application of changing "deposit with bankbook" to "deposit without bankbook", the Bank will, starting from the next month after the change, send statement of the previous month to the Client. Upon receipt of Client's application of changing "deposit without bankbook" to "deposit with bankbook", the Bank will, starting from the next month after the change, stop sending statement of the previous month to the Client.
  - (7) Fees
 

Where the Client applies for printing out the paper statement at the Bank's counter, or the Bank has to send or provide the Client with the paper statement because of reasons attributable to the Client (including but not limited to a mistaken email address, where the e-statement cannot reach the Client), the Client acknowledges that the Bank will deduct commission directly from his/ her/ its deposit account. Where the Client has conducted deposit / withdrawal transactions at the Bank's counter more than the allowable number of times, the Bank may also charge the Client for service fees.

The Client agrees that the charge standards and allowed number of times mentioned in the preceding paragraph will be conducted according to the Bank's standards. In case of having any changes, the Bank shall disclose the information in a prevailing way in its business premises and make a public announcement on its website 60 days before the change.
  - (8) Agreement Termination
 

Client who desires to close the non-passbook deposit account shall apply for it at any of the Bank's foreign exchange units with his/ her/ its personal ID and specimen seal. Client who is unable to do so in person due to certain circumstances may appoint a representative to do so, send filled Deposit Settlement Application (with an impression of specimen seal) to the Bank by mail.

### III. Foreign Exchange Services

1. Outward foreign exchange service
 

The Client instructs the Bank to deliver the funds to the specified beneficiary in overseas according to "Outward Remittance Application Form" (hereinafter shortened as the "Application", and with stipulating terms and conditions to follow:

  - (1) The client authorizes the Bank or its correspondent banks to choose an expeditious way to wire transfer the funds via any correspondent network of the bank.
 

The Bank will not assume the responsibility for any losses incurred from the dereliction of intermediary banks or paying banks, if the losses are not attributable to the Bank. Meanwhile, the Client shall bear the postage/cable charges and all the service fees incurred from foreign banks for any instructed inquiry or tracing of funds. The Bank shall be able to demand partial payment for the above services beforehand.
  - (2) The Client agrees that the Bank may send the remittance message in text or codes at its choice. The Client also acknowledge that the Bank will not bear any responsibility for misprinted message resulted from telecommunications failure, natural disaster, strike or any other force majeure; mistakenly delivered remittance checks or any of its damage or loss caused during the delivery; or delayed, mistakenly transferred or non-transferred funds due to reasons beyond the Bank's control. The Client shall pay for cable charges and any related service fees for the consequent stop order issuing or funds return claiming in case of the above conditions.
  - (3) The Client absolutely agrees that the assigned foreign paying bank may release the funds to the beneficiary or deposit the amount in the beneficiary's account in the original currency or its local currency calculated by the exchange rate of the day.
  - (4) The Client agrees that all the banking fees will be for the account of beneficiary, with the intermediary bank or paying bank deducting the fees on the transfer before releasing to the beneficiary.
  - (5) The Client agrees that, in case of having discrepancy between the inward remittance and application form receipt, relevant details shall be referred to the original copy of the application possessed by the Bank.
2. Foreign Inward Remittance
 

Foreign inward remittance message shall specify the Client's name and account details. If all the information are provided without any other instructions, the Bank will, upon check all details, deposit the remittance in the Client's account as instructed by the message. The Client agrees declare the source of funds according to regulations and laws.

The Client agrees not only to declare the true tax status according to the U.S. tax law
3. Negotiation and collection of foreign currency banknotes and checks
 

In connection with the Client's request to the Bank for the purchase and collection of foreign currency bills, the Client hereby agrees as follows:

- (1) The Client guarantees that foreign currency banknotes and checks presented are clean and not fraudulent, counterfeit, or other defects. If the Bank thereafter incurs loss or damage as a result of the above, the Client shall bear full responsibility.
- (2) The Client guarantees that the Bank shall be able to receive the payment within a month. If the banknotes and checks are missing or damaged after delivery from the Bank as a result of any reason not attributable to the Bank, the Client shall provide the Bank with another foreign currency bill of comparable amount or repay the bill amount, and shall not cause the Bank to incur any loss or damage.
- (3) Where the said banknotes and checks are missing or damaged or cause a delayed transaction after delivery from the Bank as a result of any reason not attributable to the Bank, the Client agrees that he/ she/ it will be solely liable for the consequences and that the Bank will bear no responsibility.
- (4) The Bank and the intermediary bank will not be liable for any accident or damage caused by the delayed payment of the said bills. If the Bank therefore suffers from any damage or loss, the Client will be liable for it.
- (5) If any purchased foreign currency bill is dishonored or short-paid, or cause any dispute, the Client shall immediately transfer the prepayment and derived interests and expenses to the Bank upon receipt of the Bank's notification; the Client will not ask the Bank for a reason, when the incident happened, and if the original bills have been returned to the Bank.
- (6) If any purchased foreign currency bill is dishonored and therefore rejected, the Bank has no obligation to process a certificate of protest or undertake any other measures to secure the legal rights against the bill, unless otherwise delegated through written request and approved by the Bank.
- (7) For the purpose of loss prevention, securing its creditor's rights, or adhering to the banking practice, the Bank may inscribe any words or symbols on the front or back of any purchased foreign currency bill. If the inscribed bill is rejected, the Bank has no obligation to return the bill to its original form, and may return it in marked form to the Client. The Client shall have no objection against it.
- (8) The Client must pay for the handling fee, cable charge/postages and derived cable inquiry fees for the purchase of a foreign currency bill, regardless the payment status of the bill.
- (9) The Bank may select at its sole discretion any correspondent bank to act as the collecting bank. Notwithstanding that the Client has requested the appointment of a collecting bank, such appointment shall be limited to the Bank's correspondent bank.
- (10) It is hereby agreed that checks collection is subjected to the latest version of the "Uniform Rules for Collection—ICC Publication" as published by the International Chamber of Commerce, and the regulations set forth by competent authorities.

#### IV. Specific Monetary Trust Investment for Domestic and Overseas Negotiable Securities

The Specific Monetary Trust Investment for Domestic and Overseas Negotiable Securities refers to that the Client (trustor and beneficiary) gives the trustee (hereinafter shortened as the Bank) monetary (hereinafter shortened as the trust fund) trust and instructs the Bank to invest objects described in Article 1. The trust amount and name of the investment object shall refer to the Bank's application forms related to specific monetary trusts (hereinafter shortened as the Application). The Client also agrees to follow terms and conditions below:

##### 1. Trust objective

The Bank shall, according to the Client's specific instructions, invest foreign currency denominated funds, offshore funds, stocks, bonds and other securities or investment objects issued by domestic securities investment trust firms and approved by or approved for reference by competent authorities. The Client shall also authorize the Bank to manage and handle relevant activities.

##### 2. Trust period

The trust period is one year starting from the agreement signing date. Upon expiry of the trust, the agreement will be automatically renewed for one year if none of the parties disagrees with it in writing. The same rules shall be applied in periods afterwards.

##### 3. Payment of trust fund

- (1) **The trust fund shall be paid in foreign currency; the principal and earnings shall be returned to the Client in foreign currency. No request for a payment in TWD is allowed.**
- (2) **If, when the Bank receives trust fund from the Client to invest in specific overseas securities and other investment objects, the transaction target rejects the investment (regardless the reasons) or the Bank is unable to manage or use the trust fund due to promulgation of or amendment to the laws, the Bank shall notify the Client of it and return the trust fund to the Client without interest. However, if the solicitation for funds of above investment object fails or fails to reach required transaction scale, the trust fund will be returned according to the product prospectus, product description or the Bank's rules accordingly.**

##### 4. Use of the Trust Fund

- (1) **It is within the Client's discretion to use the trust fund according to this Agreement and the Bank does not have any of it.**
- (2) **Regarding the use of trust fund, the Client authorizes the Bank to conduct time, period, trading, settlement and other related actions; handle the trust fund according to his/ her/ its instructions; and participate in the implementation of all types of rights and obligations related to the investment object on behalf of the Client (including but not limited to the execution of voting rights or other rights of the shareholder or funds beneficiary at Shareholders' Meeting or Funds Beneficiaries' Meeting), unless otherwise specified by the Agreement.**
- (3) **The Client shall designate the investment objective with the application form or in any of the manners agreed to by both parties. Besides, the investment will be conducted in the Bank's name and only upon receipt of the Bank's agreement.**
- (4) **No interests will be calculated or paid to the Client regarding the trusts funds.**
- (5) **No pledge, transfer or pledge to a third party is allowed for trust properties and beneficial rights.**
- (6) **Where the Bank is unable to conduct the said transaction as instructed due to system breakdown, telecommunications failure, power failure, actions of a third party or other force majeure, the Client agrees that the Bank may conduct above transactions after the said failures are eliminated and according to the business day notified by the transaction target (including but not limited to the securities management firms or institutions that issue securities or other investment objectives; agent of overseas funds; guarantee agencies; underwriting agencies; investment advisory bodies; agencies and so on), or according to instructions of the transaction targets. The Bank shall not be liable for the delay or the charge of not fulfilling debts. Furthermore, no interest will be calculated or paid during the retaining period.**
- (7) **The Client and the Bank shall abide by rules related to the investment objects and applicable laws. Both parties shall also abide by regulations stipulated by the investment objective transaction target, including those related to requirements on the price, time, way, calculation of the net value, distribution of proceeds, charges, redemption and conversation and other requirements related to the investment objects and operations of the transaction target.**
- (8) **Where the Bank receives notice of capital increase or decrease, liquidation, changes (including the name, currency, method of appraisal, investment amount etc.), merger, dissolution, suspension of trading or settlement, difficulty in liquidation or operation, or other compelling factors concerning the investment object, the Client agrees to conduct or terminate the investment. The loss or benefit thereof incurred shall all be borne by the Client.**

##### 5. Allocation of investment proceeds

Proceeds from the investment objects subscribed with the trust fund will be distributed or re-invested according to the rules of the Bank or transaction target, after the deduction of relevant taxes and expenses. Where the proceeds are distributed as cash, the Bank will transfer the amount to the foreign currency deposit account opened in the name of the Client.

##### 6. Beneficiary right units

- (1) The Bank may, within a reasonable period, solely use or collect trust fund of the same investment object to subscribe investment object designated by the Client.
- (2) Where the trust fund is commonly used, the price and received beneficiary units shall refer to those calculated by the transaction target on the transaction date, and shall be confirmed accordingly. The beneficiary units will be distributed according to the proportion of Client's trust fund in assembled trust fund. The proportion shall be calculated up to the regulated number of decimal place and, if there is any remaining number, the computer will make a random distribution. The Client must not make any objection.
- (3) The Client shall not request the Bank to provide the beneficiary certificate issued by the transaction target.

##### 7. Calculation of trust fees

- (1) Where the Bank carries out specific monetary trust investment in domestic or foreign securities and other investment objects, the following remuneration shall be charged, except for a separate agreement:
- i. Front-End Load: shall be calculated with 0% to 6.5% of the trust fund, or according to the prospectus / product descriptions of the transaction object. The fees shall be charged whenever the Client requests for a subscription or redemption.
  - ii. Management Fee: for a single trust investment in foreign securities, the fees shall be calculated with 0.2% of the trust principal from the subscription date. For funds and ETF, the fees will be charged each time when the Bank pays or redeems the amount. The lowest amount shall be equivalent to USD20. As for other products, it will be automatically deducted from the payment or according to the prospectus / product descriptions of the transaction object when distributing the interests, an early redemption is requested, or at the product maturity
  - iii. Transfer Fee: each conversion will be charged with USD20 when the Client applies for conversion. Where domestic or foreign issuers have separate rules regarding the charging amount or standards, it is a must to follow their rules accordingly.
  - iv. Redemption Fee: shall be calculated according to 0% to 3% of the redemption amount or buy-back amount; or the charging standard stated in transaction object's prospectus / product descriptions from the amount distributed for redemption or buy-back every time.
- (2) **The Client understands and agrees that the Bank will receive the following fees from the transaction target (also known as the transaction counterparty) as the remuneration of handling the trust:**
- i. Service fees for the holding period: will be calculated based on the Bank's net property value at the transaction counterparty or fund institution times the rate of 0% to 1.5% (annual rate). The payment can be made on a monthly, quarterly, half-yearly or annual, depending on the transaction counterparty and fund institution. This service fee already includes fees requested by the transaction counterparty or prescribed in the prospects. For funds, the fees will be deducted from the daily net property value by the fund institution.
  - ii. Subscription distribution or service fees: will be paid by the transaction counterparty or fund institution to the Bank at one time during the subscription. The fees will be calculated based on the trust principal times the rate of 0% to 10%, depending on the market situation. This service fee already includes fees requested by the transaction counterparty or prescribed in the prospects. For funds, the fees will be deducted from the daily net property value by the fund institution.
- (3) Where the Client is offered with a discounted Front-End Load during the Bank's wealth management promotion period, relevant rules shall be conducted accordingly.
- (4) **The Client understands and agrees that any fees obtained by the Bank from its counter counterparty during the execution of the trust business (specific monetary trust) specified in this agreement will be considered as the Bank's remuneration for handling the trust.**
- (5) Other expenses incurred in the investment of the object that shall be borne by the Client, and expenses incurred from litigation with a third party, submission of arbitration and other negotiation as a result of the Bank attempting to maintain the Client's rights and benefits shall all be borne by the Client.
- (6) Where any of above fees occurs in the actually situation, the Bank has the right to deduct the amount from the foreign currency deposit account designated by the Client. If the Bank is unable to receive the amount or has arranged advances for the Client, the Bank has the right to deduct the amount from the proceeds of Client's trust fund or redemption fees, or process some of the trust properties in order to pay relevant expenses or accumulated advances.
- (7) Where the Client requests to read or photocopy documents related to his/ her/ its trust properties, the Bank may charge the Client service fees according to its rules. The change items and standards are specified in the appendix and shall be announced in the Bank's business premises and website. Where there is any change to all types of transaction fees, the Bank shall announce it in its business premises and website sixty days before the effective date. However, if the Client is benefited from such change, the announcement will become immediately effective after the announcement.
8. Conversion of the investment object
- (1) **Upon receipt of the Bank's approval, the Client may convert the investment object by filling a conversion application form or in any of the manners agreed to by both parties.**
- (2) **The conversation of funds is limited to funds issued by the same fund management institution. However, funds with a prohibition of conversion must not be converted. Where the conversion fails due to reasons not attributable to the Bank, the Bank may carry out the conversion after the said reasons are eliminated.**
- (3) **During the conversion of funds, if the objects before and after the conversion are in different currencies, the currency exchange and number of converted units shall refer to the exchange rate defined by the fund management institution or issuer.**
- (4) **After the application of fund conversion, the Client must not request the Bank to carry out re-conversion or redemption before the transaction counterparty confirms the number of beneficiary units.**
9. Early termination of agreement
- During the trust period, the Client may apply for an early termination of agreement, unless otherwise specified by the rules of the investment object.
10. Redemption of trust fund
- (1) During the trust period, the Client may apply for redemption with an application form or in any of the manners agreed to by both parties. The Bank will then conduct relevant procedures within a reasonable period. The proceeds received will be returned to the Client after deducted the trust management fee, taxes and other relevant fees. Besides, no interest will be paid to the Client during the period of carrying out the said procedures.
- (2) The Bank will deposit the redemption amount in the foreign currency deposit account opened in the name of the Client.
- (3) Where the beneficiary right units derived from the investment object are not redeemed after the Client's submission of redemption, the Bank may conduct the redemption process upon receipt of the transaction target's notification without notifying the Client of it, and return received proceeds to the Client after deducted the trust management fee, taxes and other relevant fees.
- (4) The redemption payment day shall be calculated according to the actual transaction days required for domestic and foreign operations, plus a reasonable operation period. A delay may take place in case the domestic or overseas market is having holidays, or other factors.
- (5) **Where a limitation, termination or enforced redemption is applied to the investment object due to domestic or foreign laws, rules of the transaction target or other matters, the Client agrees to cooperate or terminate the investment unconditionally. Besides, the Client shall not refuse the redemption as the trust agreement is not at maturity. Where the Client reject the redemption after the time limit, the Bank conduct the redemption process directly and will return received proceeds to the Client after deducted the trust management fee, taxes and other relevant fees. The loss or benefit thereof incurred shall all be borne by the Client.**
- (6) The Client must not request the Bank to conduct redemption before the number of subscribed beneficiary units is confirmed by the transaction counterparty.
11. Methods of returning trust fund
- (1) When signing this agreement, the Client shall open a foreign currency deposit account in the Client's name in the Bank, and agree that the Bank is authorized to carry out trust fund, fees and proceeds related activities with the account, unless both parties have agreed to conduct the said activities in other ways.
- (2) Where the trust fund or yields cannot be distributed or cannot be deposited in the account described in the preceding paragraph after the distribution, the Bank may safekeep the funds or yield and no interest will be paid to the Client during the safekeeping period.
12. Statement and outsourcing relevant activities
- (1) The Bank shall establish a separate account for managing properties received from the investment by trust fund, and send the Client transaction statement or reports related to the use of trust fund on a regular basis.
- (2) Upon receipt of the transaction confirmation from the transaction target, the Bank shall use it to make investment review or trust properties related reports for the Client.
- (3) The current values of the investment object stated in the investment review or relevant reports are only for reference. As the current value stated in the report will be adjusted according to the investment object's net property value (NAV), exchange rate and other factors, it will not be identical with the trust amount or current value stated in the investment review
- (4) Where any inconformity is found in the transaction statement or relevant reports, it shall refer to the balance stated in the Bank's account book. Where there is any error found in the number of unit entered in the account, the Bank has the right to correct it directly.
- (5) **The Client agrees that the Bank may entrust a third party to process, print and deliver the transaction statement or relevant reports. However, the Bank is liable for selecting and monitoring the party regarding its duty.**



13. Specimen seal or signature:

- (1) The Client shall leave his/ her/ its specimen seal or signature at the Bank as an accordance of conducting business activities with the Bank.
- (2) Where the said seal is missing or damaged, the Client shall immediately report it to the Bank. Where the Client desires to change the said seal, the Client shall immediately apply for it. Where the Client suffers from the failures of reporting the case to the Bank or make amendment accordingly, the Bank will not be liable for indemnification. Instructions or transactions conducted by the Bank accordingly to Client's specimen seal and before the completion of the said reporting or amendment procedures shall be deemed as an effective instruction or transaction.

14. Notification methods

Regarding notifications of this specific monetary trust business (including but not limited to amendments to this Agreement; and increments, reductions and amendments to items or contents of trust related business activities), the Client agrees that the Bank may notify the Client of it by any of the following methods, unless otherwise specified in this Agreement or a separate agreement: announcement in business premises or on the website, telephone, written notification, email, paper statement, ATM display or newspaper announcement.

15. Amendment to agreed terms and business

Where the notification described in the preceding paragraph is related to amendments to this Agreement, or increments, reductions and amendments to the items or content of trust related business activities, the Client shall make an objection, if any, within 7 days upon receipt of the notification. If not, it will be deemed that the Client agrees and is willing to abide by the new or amended terms and conditions without objection. However, regarding below matters, the Bank shall notify the Client of the change in writing according to laws; clearly and notably specify amended items and contents of the old and new agreement; request the Client to make an objection, if any, before the amendment becomes effectively; and notify the Client that, if no objection is made within 7 days upon receipt of the notification, he/ she/ it will be deemed as accepting such change.

- (1) The Client will bear more expenses due to increased transaction fees, changes to the calculation of transaction fees, or any other increased or possibly increased fees.
- (2) Other matters regulated by competent authorities.

16. The Bank's Scope of Liability

- (1) The bank shall, according to Trust Law, Trust Enterprise Law, the Agreement and relevant regulations, handle the trading and distribute proceeds with the fiduciary duty of loyalty and duty of care of a good administrator. The Client must not give other instruction or interfere with it.
- (2) The Bank shall follow relevant regulations to keep the confidentiality of business transaction and trading data related to this Agreement, unless otherwise specified in this Agreement or laws.
- (3) Where the Client suffers from actions or inactions of the transaction target, certifying agency, and accounting or law firms; or the Client instructed investment, sale, redemption and transfer cannot be immediately executed due to holidays in the market of designated investment object or location of investment object related agencies, the Client must not assert any of his/ her/ its rights or request for a compensation.
- (4) Where the Bank's staffs, regardless their level, make any suggestion regarding the investment objects or have any prediction on the value of securities or exchange rates, these are only their personal opinions and do not represent the Bank. Bank is not liable for any of the said actions.
- (5) Where the Client's rights or benefit are affected due to natural or man disasters, wars, incidents, armed conflicts, terrorist activities, riots, strikes, other force majeure, or reasons beyond the Bank's control (including but not limited to the damage, loss or frozen of trust properties; or the notification cannot reach the Client), the Bank is not liable for it.

17. Risk Factors

- (1) **The Client has carefully read information and regulations related to the investment object before instructing the Bank to use the trust fund that he/ she/ it has given to the Bank. The Client is aware of the investment risk (including but not limited to possible price drop, exchange rate risk, interest rate risk, credit risk, liquidity risk, suspension/ redemption/ exit of the investment object, termination, merger and liquidation of the investment object) and has made the said instruction based on his/ her/ its independent and careful judgments.**
- (2) **This trust fund is not covered under the deposit insurance and the trust fund investment is involved in investment risk, where the entire principal and proceeds may be lost. Therefore, the Client shall be solely responsible for all of the profits and deficits. The Bank will not bear the investment risk and the Client shall not request the Bank to be liable for his/ her/ its loss with any excuse. The past performance of investment object does not guarantee its future performance and no proceed is guaranteed.**
- (3) **The capital gains and proceeds derived from the use and management of trust fund belongs to the Client. The incurred risk, expenses and tax shall also be borne by the Client. The Bank does not make any guarantee regarding the trust principal and investment proceeds.**

18. Disclosure of the trust business or transaction with its interested party

The Client acknowledges and agrees that the trading of specific monetary trust of this Agreement may involve the following transactions with the Client's interested party (refers to the Bank itself or its interested party):

- (1) Purchase securities or notes issued or underwritten by the Bank or its interested party with the trust fund.
- (2) Purchase properties of the Bank or its interested party with the trust fund.
- (3) Sell the trust fund to the Bank or its interested party.
- (4) Purchase securities or notes of the Bank's banking business department with the trust fund.
- (5) The trust fund is safe kept at the Bank's banking business department or the Bank's interested party as deposit or for transaction related to foreign exchange or credit card.
- (6) Engage in transactions with the Bank or its interested party other than transactions specified in Paragraph 1, Article 25 of the Trust Enterprise Act.
- (7) Other transactions of interested parties as regulated by the competent authority.

19. Ownership and delivery of the trust fund upon the termination of trust relationship

- (1) Upon the termination of trust relationship, the Bank shall return the trust properties to the Client or beneficiary in the form of cash after deducted taxes and relevant expenses (including but not limited to trust remuneration for the Bank), unless otherwise instructed by the Client in writing and such instruction shall be agreed to by the Bank.
- (2) Where the trust is terminated due to the death of the Client, the Client's heir at law shall be the beneficiary of the trust fund

20. Agreements on the trust through internet bank and other means

- (1) Prior to instructing the Bank through internet bank or other means to conduct trust related transactions, including subscription, redemption, transfer, change or inquiry services, the Client shall enter into this Agreement or other related Agreement with the Bank and acquire the password designated by the Client and confirmed by the Bank. Before using the above services, the Client shall identify himself/ herself/ itself with the password. The Client shall keep the password confidentiality. The Bank's services are provided according the Client's instruction made by the correct password. Where there is any unauthorized situation, the Client shall immediately notify the Bank to terminate the service. Where the service has become effective against a third party before the Bank receives Client's notification, the Client must not accuse the Bank of the unauthorized use of password, except for the Bank's intentional or aggravated negligence.
- (2) Upon receipt of the Client's instruction made by the correct password, the Bank may provide services stipulated by this Agreement. Where the Bank is of the opinion that the provision of specific service may violate relevant laws, the Bank is free of providing the service.
- (3) Where the Client instructs trust related transactions through the internet bank or other means, and the transaction or other instructions are delayed or cannot be completed due to force majeure or other reasons not attributable to the Bank, such as power failure, communications failure, interference of network transmission or damage caused by a third party, the Client agrees that the Bank is fully authorized to handle it accordingly and is not liable for any of the responsibilities.

- (4) Where any of the services of this Agreement that has been selected by the Client cannot be provided due to any of the failures, the Client may change to use another agreed mean or conduct relevant transactions in the Bank's business premise.
  - (5) The Client and the Bank shall keep well records related to this service, and presume that the records held by the Bank are authentic.
  - (6) Where the Client desires to change the password, the Client shall send its request in writing, through the internet bank or in any of the manners agreed to by both parties. The said request will become effective after being confirmed and agreed to by the Bank.
  - (7) The Client may notify the Bank to terminate the services of this Agreement in writing or in any of the manners agreed to by both parties. The Bank may also notify the Client of the termination of services provided by this Agreement at any time. However, before the termination becomes effective, any happened transactions or reserved transactions that have not yet been cancelled shall remain effective. The said termination will become effective only after the Bank accepts the termination request and completes relevant works.
  - (8) Other unspecified matters shall refer to this Agreement signed by the Client and the Bank, and other relevant agreements and laws.
  - (9) Where any change is to be made to the internet bank or other services due to the Bank's system or legal regulations, the Bank may notify the Client to conduct relevant works separately, and apply relevant terms and conditions when the new service is activated. The same rules shall be applied when the Client requests for an amendment to the service.
21. Governing laws and jurisdiction  
The trust services and agreements shall be governed by laws of the Republic of China. Where there is any dispute over the trust services and agreements, both parties agree to handle the dispute according to Regulations of Mediating Disputes over the Business of Members of the Trust Association of R.O.C.. Where there is any litigation involved, both parties agree that the Taipei District Court, Taiwan will be the court of the competent jurisdiction.
22. Restrictions on the Client  
**The Client acknowledges that the Bank does not accept trust requests from the U.S. citizen; U.S. resident; or corporate body, non-corporate body, partnership and other similar organizations established according to the U.S. laws. Client who receives any of the said identities after processing the specific monetary trust investment shall notify the Bank of it within 15 days upon receipt of his/ her/ its identity. The Bank shall also present and provide necessary documents to the Bank according to regulations related to the U.S. tax laws. Where the Bank suffers from any cost, loss, penalty or similar payment due breaching regulations related to the U.S. tax law as a result of the Client's failure of fulfilling the said obligation of notification, the Client shall be liable for all compensations. Upon acknowledgement of the Client's acquisition of any of the said identities, the Bank will immediately notify the Client to terminate the trust or other agreements. In the meantime, the Bank will also redeem all of the Client's domestic and overseas securities or fund beneficiary units. The received proceeds will then be handled according to terms and conditions of this Agreement.**
23. Other agreed terms and conditions
- (1) **The Client shall fully understand that all types of administration, management, investment or trading expenses that are related to the transaction target are usually deducted from the fund net value or hidden in the price gap of the quoted price and fund net value.**
  - (2) The net value (price) of investment object, reference exchange rate, reference current value and other information provided by the Bank are only for the Client's reference as a service. Above information are referred to the announcement of foreign securities institution or the fact. The Client must not assert his/ her/ its right or requests for compensation against the referential data provided by the Bank.
  - (3) Where there is any change to the Client's address, the Client shall notify the Bank of it in writing (Application of Amendment to the Client Information). If no notification is made, the Bank will send relevant documents to the address stated in the agreement and the documents will be deemed as "arrived" depending on the general posting period.
  - (4) Amendment to the client information: changes to the Client's basic information, specimen seal or other agreed terms shall be applied in the Bank's business premise and the changes will become effective only after relevant procedures are completed.
  - (5) Other unspecified matters in this Agreement shall refer to relevant laws, domestic and foreign financial practices, foreign securities prospectus (Chinese/ English), rules of other competent authorities, agreements of the Bank and securities related agencies, and the Bank's regulations.

## V. Internet / Mobile Banking Services

### General Terms and Conditions

#### 1. Bank Information

- (1) Bank: Yuanta Commercial Bank
- (2) Complaint and Client Service Hotline: 0800-688-168
- (3) Website: <https://www.yuantabank.com.tw/>
- (4) Address: 1F, No. 66, Sec. 1, Dunhua S. Rd., Songshan Dist., Taipei City 10557
- (5) Fax: 02-2592-0108
- (6) E-Mail: [service@yuanta.com](mailto:service@yuanta.com)

#### 2. Scope of Application

This Agreement shall constitute the general terms and conditions for personal computer banking, internet banking and mobile banking services. Unless it is otherwise stated in other individual agreement, the terms and conditions of this agreement shall be applicable. **No other individual agreement shall contradict this agreement, except for those that are more beneficial to the Client. Where the terms and conditions of the agreement are ambiguous, interpretations shall be made favorable to the Client.**

#### 3. Definitions

- (1) "Internet Banking" means that the Client may directly access the various financial services provided by the Bank without going to the bank counter personally once the Client's computer terminal connects with the Bank's computer via the internet.
- (2) "Mobile Banking" means the Client may use all types of smartphones (i.e. smart phones equipped with the open operating system that enables data or software program input, access and expansion.) and telecommunications signals to directly access the various financial services provided by the Bank without going to the bank counter personally once the Client's computer terminal connects with the Bank's computer via the internet.
- (3) "Electronic Message" means a record in electronic form transmitted by the Bank or Client with computer, or through the network connection. The record is made of any text, sound, picture, image, symbol, or other information generated by electronic or other means not directly recognizable by human perceptions, and is capable of conveying its intended information. The said record is provided for electronic processing.
- (4) "Digital Signature" means an electronic signature generated by the use of mathematic algorithm or other means to create a certain length of digital data encrypted by the signatory's private key, and capable of being verified by the public key.
- (5) "Private Key" means certain digital data that are contained in the digital data having the parity matching relation and are possessed by a signatory to create a digital signature.
- (6) "Public Key" means certain digital data that are contained in the digital data having the parity matching relation and are open to the public to verify a digital signature.
- (7) "Certificate" means an electronic attestation that links signature-verification data to a person and confirms the identity and attribute of that person.
- (8) "Account" means the TWD demand deposit account designated to make the relevant payment on behalf of the Client as agreed to by both parties in writing.
- (9) SSL (Secure Socket Layer) Mechanism means transferring data between a client and server over a network according to the SSL protocol to ensure the message privacy and integrity.

#### 4. Mobile Banking Services

The Client agrees to apply for an internet bank account before applying for a mobile bank account. To receive all types of mobile banking services, Client also agrees to access the "mobile bank" with the "internet bank" user ID and password. The actual services shall refer to current services provided by the Bank's mobile banking

service system or services to be added by the system. Regulations governing all types of mobile bank transactions and methods of setting up mobile banking services (such as limit per outward transfer and designated account for standing order) are identical with those of the internet bank and shall be calculated together with those of the internet bank. All of the current (including past settings that have not yet been cancelled) and future settings of and agreements on (such as the designated account number for outward or inward transfer) the Client's internet account are/ will be applicable to the mobile bank. The number of log in errors will also be calculated with that of the internet bank. Besides, if the Client desires to terminate internet banking services, mobile banking services will be terminated simultaneously. The Client's user ID and password are applicable to both of the internet and mobile banks; however, the Client will not be able to log in both of the internet and mobile banks in the same time.

5. Conformation for downloading the internet/mobile bank APP

Before using the internet banking services, the Client shall verify the website of internet bank. The Client shall also verify the mobile bank APP (application), download link and installation/ access methods before his/ her/ its use of the mobile banking services. In case of having any questions, please call the Bank's client service hotline or contact services desks at the Bank's business premises.

The Bank shall also, in ways recognized by the general public, notify the Client of the risks of internet bank's application environment.

The Bank shall fulfill its obligations as a good manager to maintain the accuracy and security of the APP service on the website or mobile device. In the meantime, the Bank shall be aware of any counterfeit website to possible damages to the Client's rights and benefits

6. Internet connection

The Bank and the Client agree to transmit and receive the electronic messages via the internet as agreed.

The Bank and the Client shall enter into service agreements with the internet or telecom provider with respect to their rights and obligations respectively, and shall bear the fees for accessing to the internet respectively.

Where the communications line is busy or interrupted due to system maintenance, and resulted in a suspension of the internet/ mobile banking services, the Client may voluntarily choose to use other automation system that provides normal services, go to the Bank's counter during the service hours for relevant services, or wait until the system resumes the services.

7. Receipt of and response to electronic message

Upon receipt of an electronic message containing digital signature or other symbols agreed to by the Bank and Client for verification of identity, the Bank shall provide the Client with a webpage that displays the important information in such electronic document of transaction for the Client's re-verification, unless it is a matter of inquiry. The Bank shall then proceed to verify or process it immediately, and inform the Client of the verification or processing result.

**Where it is impossible for the Bank or the Client to identify the contents of any electronic message from the other party, the electronic message will be deemed never transmitted.** However where the Bank is able to identify the Client's identity, the Bank shall notify the Client of the facts that contents therein are not identifiable.

8. Non-execution of electronic message

In the occurrence of any of the following circumstances, the Bank may refuse to execute any electronic message it receives:

- (1) Where the Bank has substantive reason to doubt the authenticity of electronic message or the accuracy of matters instructed herein.
- (2) Where the Bank will violate laws and/or regulations should the Bank process the electronic message;
- (3) Where it is unable for the Bank to debit the fees payable by the Client from the Client's account due to causes attributable to the Client.

If the Bank will not execute the electronic message due to any of the foregoing paragraphs, the Bank shall concurrently notify the Client of the circumstances and the reason for non-execution in any of the manners agreed to by both parties. The Client may then make enquiries with the Bank in any of the manners agreed to by both parties after receipt of the Bank's notice. However, the Bank is not responsible for execution failures that are attributable to mobile communications operators due to poor transmission quality.

9. Time limit for electronic message exchange operations

**The electronic message will be processed by the Bank's computer automatically. The Client shall not withdraw the electronic message after the message is transmitted to the Bank, and after the Client has verified the message contents according to the re-verification mechanism as described in Paragraph 1 of Article 7. However, the Client may withdraw or modify the scheduled transactions which date has not yet arrived within the time limit specified by the Bank.**

**Where the electronic message is transmitted to the Bank via internet and is being automatically processed by the Bank's computer after the service hours (please refer to service hours announced on the Bank's official website), the Bank shall immediately notify the Client of it by electronic message, informing the Client that the transaction will be processed on the following business day or according to other agreed terms.**

10. Service items and limitations

The Bank shall specify services provided under this Agreement. Where relevant messages are presented on the internet banking website, the Bank shall ensure the accuracy of information and fulfillment of its obligations, which shall not be lower than those stated on the website. Above service items shall refer to services provided by the Bank's internet/ mobile bank.

(1) Foreign deposit services

i. For the conversion from comprehensive foreign currency demand deposit to comprehensive time deposit, termination of comprehensive foreign currency time deposit or conversion of the foreign currency demand deposit currency, the converted amount shall be limited to the available balance of the foreign currency demand deposit account.

ii. Foreign currency deposit transfer

a. The Client shall apply for the internet bank transfer service in the Bank's business premise, and set any of his/ her/ its foreign currency demand deposit account at the Bank as the designated outward transfer account in advance. Where the Client desires to set another foreign currency demand deposit account as the outward transfer account, the Client shall follow terms and conditions of the account. Upon submission of the application, the Client may transfer in only the same currency into his/ her/ its other foreign currency demand deposit account at the Bank or into a previously designated foreign currency demand deposit account of third party at the Bank.

b. Transfer between the Client's accounts at the Bank

The Client shall apply for internet banking inter account transfer service in the Bank's business premise. All of the Client's foreign currency demand deposit accounts at the Bank can be set as the outward transfer account and there is no need to follow each term and condition of the account. However, the receiver account must be the Client's foreign currency demand deposit account opened in the Bank.

iii. The foreign currency account designated to cover future compensation claims must not be designated as the outward transfer account.

(2) Outward remittance services

i. The Client shall apply for the designated outward remittance beneficiary and beneficiary (inward transfer) bank in the Bank's business premises and personally confirm relevant details beforehand. Where the remittance is delayed or fails to reach the beneficiary due to mistaken beneficiary/ beneficiary bank information or other reasons not attributable to the Bank, the Bank is not liable for the incident.

ii. **The Client acknowledges that the outward transfer amount equals to the outward remittance amount plus the Bank's commission and cable charges in foreign currency.**

iii. The agreed beneficiary shall be an account established other domestic or foreign bank, and no transfer from the Bank's OBU to DBU is allowed.

iv. Upon confirmation of the Client's foreign currency outward remittance instruction, the Bank will deduct the amount from designated outward remittance account according to the remittance instruction.

v. Concerning the outward remittance transaction, the Client authorizes the Bank or the Bank's correspondent bank to process outward remittance funds, using any method the Bank deems appropriate, and the Bank may also use any correspondent bank as the paying bank or intermediary bank. The Bank will not be liable for any errors of the paying bank or intermediary bank, regardless whom such banks were designated by. Where the Client requests the Bank to assist in tracking or query, the Bank may charge the Client with service fees, postage and all the service fees incurred from foreign banks. The Bank may demand partial payment for the above services beforehand and is not obliged to arrange advances for the Client.

- vi. Where the remittance is delayed or cannot reach the beneficiary due to reasons not attributable to the Bank, the Bank is not liable for it. Where the remittance shall be cancelled or forwarded under the assistance of the Bank due to the said reasons, the Bank may charge the Client with service fees and the Client shall also be liable for postage and all the service fees incurred from foreign banks.
- vii. Where the outward transfer account is a foreign currency account, the Client agrees that the outward transfer amount equals to the remittance amount plus the Bank's service fees and cable charges, which shall be calculated according to the buying spot rate set by the Bank at the time, in foreign currency.
- viii. The Client agrees that the Applicant shall bear the remittance expense and the beneficiary shall bear other expenses (will be deducted from the remittance amount by the foreign paying bank or intermediary bank).

(3) Inquiry services

Foreign currency Account Summary Inquiry	Account Inquiry	Foreign Exchange Deposit Transaction Details Inquiry	the Balance of Foreign Exchange Deposit Inquiry
Early Termination Interest Calculator	Inward Remittance Inquiry	Outward Remittance Inquiry	Clean Collection Inquiry
the Balance of Forward Transaction Inquiry	Import Bills/ Bills for Collection Inquiry	Export Bills Negotiation/ Bills for Collection Inquiry	Import LC Issuance Inquiry
LC Advising Inquiry	Other inquiries		

(4) Fund / trust services shall be conducted according to the Bank's rules.

(5) The Bank may actively grant the Client the access to or cease the Client's access to the new internet/ mobile banking service. The Client agrees to abide by regulations concerning the new service.

(6) The application of designated foreign currency transfer account and designated foreign currency outward remittance accounts will become effective on the next business day. However, the cancellation of designated inward transfer account applied through the internet/ mobile bank will immediately become effective as regulated.

(7) Other services:

- i. Cancellation of inward transfer to designated foreign currency demand deposit account.
- ii. Application of all types of report of loss.
- iii. Renewal or cancellation of comprehensive foreign currency time deposit.

11. Transaction limit

(1) Transaction limit for OBU internet banking transactions

Items	Internet banking transaction	Transaction limit: without Identifier KEY	Transaction limit: with Identifier KEY
Outward remittance	Remittance by deducting an amount from the deposit of original currency	Less than USD500,000 or the equivalent value per transaction	Each transaction shall below: 1. Offshore juristic person: USD1 million. 2. Offshore individual: USD500,000.
Transfer of different currencies	Transfer between the Client's accounts at the Bank.	Shall reach USD1,000 or the equivalent value and each transaction shall below: 1. Offshore juristic person: USD1 million. 2. Offshore individual: USD500,000.	
	Transfer with a designated account of a third party at the Bank.		
Transfer of the same currency between different accounts	Transfer from the Client's account at the Bank	Shall reach USD1,000 or the equivalent value and each transaction shall below: 1. Offshore juristic person: USD1 million. 2. Offshore individual: USD500,000.	
	Transfer from a designated account of a third party at the bank.		

(2) Deposit transactions that exceed the limit shall be processed at the Bank's counter.

12. Reservation for the transaction

- (1) **Booking foreign currency transaction date cannot be a non-business day. Where the scheduled transaction date is a provisional holiday (caused by, for example, typhoon or earthquake), the scheduled transaction will be processed based on Taiwan foreign exchange market.**
- (2) The reserved transaction will be completed only if the balance of the outward transfer account is sufficient before the Bank's operating hours on the scheduled debit date, and if the transfer amount is below the transaction limit of the day.
- (3) Where the Client desires to cancel transaction reservation, it shall be conducted no later than 12 midnight (00:00) on the scheduled debit date.
- (4) Where the Client changes the password, the unexpired reservation will remain effective.
- (5) Where the Client terminates the service, the unexpired reservation will automatically become ineffective.
- (6) After the Client succeeds in making a transaction reservation, the Client shall log in the internet bank at 10:30 am on the transaction day to check the transaction results.

13. Limits on deposit transactions

The Client must not use the internet/ mobile bank to conduct foreign currency transfer or remittance transaction that requires an approval letter or transaction document.

14. Time of deposit transactions

The real-time transfer service is available from 09:10 to 19:00 on the business day (operating hours of the Bank's headquarters). However, the outward remittance service is available only until 15:30. Where the exchange rate of foreign currency market fluctuates violently and the Bank is unable to announce the exchange rate before 09:10, the transaction will be available when the Bank announces exchange rates of the day.

15. Expenses

**Starting from the day of using the service of this Agreement, the Client agrees to pay for the service fees, transaction fees and other expenses as regulated by the Bank's charging standards. The client also authorizes the Bank to deduct the said expenses from his/ her/ its account automatically. However, the Bank shall not charge the Client with unspecified fees or expenses.**

**Where there is any change to the charging standards or promotional measures as described in the preceding paragraph, the Bank shall, except for changes that bring benefits to the Client, make an evident notice on its website and notify the Client of it (hereinafter refer to the notification) in the manners agreed to by both parties.**

**Where relevant fees or expenses will be increased with changes described in Paragraph 2, the Bank shall put an option on the website, letting the Client to decide whether to accept such increase or not. Where the Client's consent is not presented before the change effective date, the Bank will suspend a part of or all of the internet/ mobile banking services starting from the change effective date. Where the Client agrees to accept with such change after the change effective date, the Bank shall immediately restore relevant services as described in the internet/ mobile bank agreement.**

The announcement and notification as described in preceding paragraphs shall be made 60 days prior to the change and the change effective date shall not be earlier than first day of the next year after the announcement/ notification.

16. Software/ hardware installation and risks

**Where the Client applies for the use of services under this Agreement, the Client shall be responsible for installing computer software, hardware and other security related device as required. The Client shall be solely liable for the costs and risks involved in the installation.**

**Where the software, hardware and related documents in the preceding paragraph are provided by the Bank, the Bank only agrees that the Client may use them to the extent they are required to enable the agreed services and the Client shall not assign, lease or deliver any of the above to third party. The Bank**

shall specify the minimum hardware/ software requirements for using the services on the website and on the package of the hardware/ software provided by the Bank, and shall bear the risks involved in its provided hardware/ software.

The Bank may not ask you to return the related service in the preceding paragraph upon termination of agreement, unless otherwise specially provided in the Agreement.

17. The Client's responsibility for connection

In case that the Bank has a special agreement with the Client, the Client shall perform necessary tests with the Bank before the connection may be enabled.

The Client shall be responsible for keeping the user name, password, identifier key and other identity recognition tools. The Client shall be solely liable for unauthorized access to his/ her/ its account.

**Where the Client fails to change the password within one month (calendar days) upon application of the services under this Agreement, the system will automatically write off the starting password and the Client will not be able to enter the account again. In this case, the Client shall reset the password in the Bank's business premise in order to reactivate the internet banking service. If the Client has entered an incorrect password for three consecutive times, the Bank's computer will immediately suspend the Client's use of the services under this Agreement. To continue the use, the Client shall follow the relevant procedures as agreed.**

18. Transaction verification

Upon completed performance of service requested in a transaction instruction, the Bank will send an electronic message to the Client or notify the Client in any of the manners agreed to by both parties. The Client shall verify the accuracy of outcome of the transaction. If there is any discrepancy, the Client shall notify the Bank to verify relevant details in any of the manners agreed to by both parties within 45 days after completion of the transaction.

The Bank shall send the Client the electronic transaction statement of the previous month in any of the manners agreed to by both parties on a monthly basis (no statement will be sent if no transaction is made in that month). **In case of find any discrepancy, the Client shall notify the Bank to verify relevant details in any of the manners agreed to by both parties within 45 days upon receipt of the statement.** With regard to the Client's notification, the Bank shall inform the Client of the investigation status or results in writing within 30 days upon receipt of the Client's notification.

Where the electronic transaction statement cannot reach the Client or is rejected due to mistaken email box or any other reasons, the Bank will resend the statement to the Client by SMS, with an operator notification, in writing or any other manners.

19. Handling of errors in electronic message

**If an error occurs in electronic message during the Client's use of this Agreement's services due to reasons not attributable to the Bank, the Bank shall assist the Client in making corrections** and provide the Client with necessary assistance accordingly.

If the error occurs in the said services due to reasons attributable to the Bank, the Bank shall make an immediate correction upon receipt of the notification. In the meantime, the Client shall notify the Bank of it in an electronic message or any of the manners agreed to by both parties.

If an error occurs in electronic message during the Client's use of this Agreement's services due to reasons not attributable to the Client, and if the said error refers to transferring money to a third person's account or a mistaken amount due to Client's mistaken application or manipulation (for example, key in the wrong bank code, deposit account number or amount), the Bank shall take immediate actions as follows:

- (1) Provide details and information related to that transaction according to regulations.
- (2) Notify the inward transfer bank to provide assistance.
- (3) Report the status of handling the said error.

20. Legal authorization and liability of electronic message

The Bank and the Client shall ensure that electronic messages sent to other party are all legally authorized.

In the event of discovering unauthorized use or theft of legally authorized user name, password, identifier code or private key by a third party, or any other circumstances where legal authorization is not obtained, the Bank and the Client shall immediately notify other party, in any of the manners agreed to by both parties, to terminate the use of the said service and to adopt preventive measures.

**The Bank shall remain liable for use of the services by the third party that has taken effect prior to the Bank's receipt of notification, except for any of the following circumstances:**

- (1) **The Bank is able to prove the Client had any willful or negligence conduct.**
- (2) **It has been more than 45 days after the Bank notifies the Client to verify the transaction or bill in a manner agreed to by both parties. However, there is a special circumstance (such as long distance travel or hospitalization) that impedes the Client from being notified. The 45 days shall begin from the end of the special circumstances. Provided, however, that the Bank shall remain liable if the Bank had any willful or negligence conduct.**

The Bank shall be liable for the forensics fees incurred for investigation of the unauthorized use or theft in the preceding paragraph.

21. Information system security

The Bank and Client shall ensure security of their information system respectively and prevent illegal access to the system, acquisition, unauthorized modification or damage or destruction of business records and the Client's personal information.

**In the event of the dispute over third party's removal of protection measure for the Bank's information system or use of a loophole in information system, the Bank shall bear the burden of proof with regard to non-existence of such event.**

**The Bank shall be liable for the damage arising from third party's unauthorized access to the Bank's information system.**

22. Confidentiality obligations

Unless otherwise provided by law, the Bank **shall ensure not to disclose to a third party** any electronic message exchanged between the parties or any information of the Client received by the Bank in the use or performance of service under the Agreement and **not to use such documents and information for purposes unrelated to the Agreement. If a third party is to be informed of such documents and information, subject to your consent, the Bank shall cause the third party to be bound by the confidentiality obligation hereunder.**

**In the event of a violation of the confidentiality obligation hereunder by a third party in the preceding paragraph, the disclosing party shall be deemed in breach of its obligations.**

23. Damage liability

The Bank and the Client agree that in the event of damage to either party caused by delay, omission or mistake in sending or receiving electronic message under the Agreement due to circumstances for which the other party is liable, the party shall be liable for damage sustained by the other party and interest accrued thereon.

24. Recordkeeping

The Bank and the Client shall keep all electronic messages with digital signature and all records related to electronic messages sent through the services, and shall ensure the truthfulness and integrity of the records.

The Bank shall exercise the duty of care of a good faith manager in keeping the records in the preceding paragraph for at least 5 years; provided, however, that if there are longer periods specified in laws, such longer periods shall prevail.

25. Validity of electronic messages

The Bank and the Client agree to communicate by electronic messages, and the electronic documents exchanged under the Agreement shall be as valid as written documents, unless such validity is prohibited by laws.

26. Termination of Transfer

**The Bank may terminate the Client's access of online transfer and other electronic payment tools upon the occurrence of any suspected improper use of the Client's account.**

27. Termination of Agreement

The Client may terminate this Agreement at anytime, but needs to do so in the Bank's business premise in person or request a representative with his/ her/ its letter of attorney to do so.

The Bank may terminate this Agreement by sending the Client a written notification 30 days prior to the termination of this Agreement.

The Bank may terminate this Agreement immediately upon the occurrence of any of the following circumstances by sending the Client a written notification or in any of the manners agreed to by both parties at any time:

- (1) The Client transfers his/ her/ its rights or obligations of this Agreement to a third person without the Bank's consent.
  - (2) The Client has filed for bankruptcy in accordance with the Bankruptcy Act or filed for rehabilitation or liquidity in accordance with the Consumer Debt Clearance Act.
  - (3) The Client breaches the rules of Article 20 to 22 of this Agreement.
  - (4) The Client breaches other rules of this Agreement and fails to make a correction upon request or fail to perform his/ her/ its obligation within a specified period of time.
28. Amendment to the Agreement
- Where there is any modification or amendment to provisions of this Agreement, the Bank shall notify the Client of it in writing or in a manner agreed to by both parties. The Client will be deemed to have agreed to such modification or amendment unless the Client sends a notification to the Bank within 7 days, indicating his/ her/ its dissent.
- However, where there is a change to the following items, the Bank shall notify the Client of it in writing or in a manner agreed to by both parties 60 days prior to such change: conspicuously specify changed items, and the new and old provisions; inform the Client that he/ she/ it will be deemed to have agreed to such change unless he/ she/ it sends a notification to the Bank to indicate his/ her/ its dissent before the change effective date; and request the Bank to notify the Bank to terminate the Agreement within the dissenting period above if he/ she/ it has any dissent:
- (1) An unauthorized use or theft of legally authorized user name, password, identifier code, private key; any other circumstances where legal authorization is not obtained; or the Bank or the Client's manner of notifying other party.
  - (2) Other matters prescribed by competent authorities.
29. Agreement copies: This Agreement is made in two copies, one for each party for evidence.

## VI. Agreement on the payment for authorized transactions

1. Regarding payments made to or received from the securities firm for trading securities (including credit transactions) or subscribing securities, foreign securities and financial instruments that are or will be approved by the competent authority (including but not limited to transaction fees, processing fees and other payments), the Client authorizes the Bank to make such payments, if legally permitted to be arranged through account transfer between the Client and securities firm (or collected or paid by the securities firm on behalf of the Client), directly from his/ her/ its deposit account.
2. Regarding payments made or received for trading or settling the investment object, foreign exchange settlement, disposition of trust assets or other necessary actions related to the management and use of trust assets as stated in the wealth management trust agreement signed with Yuanta Securities Co., Ltd., the Client authorizes the Bank make such payments directly from his/ her/ its deposit account. The said payment include but not limited to the principal and cash proceeds of trust assets, trust transaction fees, trust management fees, conversion transaction fees and other payments that are legally permitted to be arranged through account transfer between the trustor and trustee.
3. Regarding payments made to or received from the securities firm for authorizing the overseas securities unit (OSU) of Yuanta Securities Co., Ltd. to trade competent (including credit transactions); subscribe securities, foreign securities, financial instruments and financial derivatives; or conduct account maintenance services related to other types of securities (hereinafter referred to as the Account Maintenance Services) that are or will be approved by the competent authority (including but not limited to transaction fees, processing fees and other payments), the Client authorizes the Bank to make such payments, if legally permitted to be arranged through account transfer between the Client and securities firm (or collected or paid by the securities firm on behalf of the Client), directly from his/ her/ its deposit account.
4. Payments that shall be made by the Client to the securities firm shall refer to the amount stated on the list (voucher), report, media or other documents made by the securities firm. The Bank will deduct the said amount from the Client's deposit account and transfer it to the securities firm on the settlement or payment date without the bankbook and withdrawal slip. When the Client authorizes the securities firm to purchase financial instruments such as foreign securities, instructs securities firm to use trust assets to purchase investment object, or instruct securities to take direct debit from the Client's account for account maintenance services, the Client shall ensure that the balance of his/ her/ its deposit account is enough for the payment of the said activities. **The Client agrees that, when the balance of his/ her/ its deposit account is not enough to cover the said payments, the Bank will inform the securities firm to and the Client will be prohibited to withdraw money before the Client deposits enough money in the account.**
5. Regarding the payment made or received for the sub-brokerage of foreign securities, the Client agrees that the Bank's Outward Remittance Application Form may be replaced by the instruction presented by the securities firm or information exchange service agreement signed by both parties (hereinafter referred to securities firm's instructions). The Client also authorizes the Bank to, according to the content of securities firm's instructions, transfer the amount to the securities firm after the securities firm's payment request is accepted. The Client agrees that the payment to be arranged to the securities firm may be deducted directly from the sub-brokerage account as described in the preceding paragraph, securities firm's account in a foreign bank, or other account designated by the trustor for settlement of other securities firm designated by the securities firm, the Client also agrees that the amount to be received by the securities firm shall be deposited in the account designated by the trustor as described in the preceding paragraph after deducted the inward remittance fee. The Client agrees that the said outward and inward remittance fees will be charged or arranged according to the Bank's foreign exchange and deposit standards.
6. Payments that shall be received by the Client from the securities firm shall refer to the amount stated on the list (voucher), report, media or other documents made by the securities firm. The Bank will deposit the said amount in the trustor's deposit account on the settlement or payment date.
7. The Client agrees that the Bank may convert currency of the payment from or to his/ her/ its deposit account designated for the trading of foreign securities, wealth management trust services and other account maintenance services related activities approved by the competent authority according to instructions of the securities firm, whom is authorized to conduct the said activities. The Client also agrees that the exchange rate shall refer to the buy/ sell rate announced by the Bank at the time without objection.
8. **The Client agrees that the Bank may, according to securities firm's request, perform moratorium of his/ her/ its deposit account when the Client places an order or instructs the securities firm to trade with his/ her/ its trust asset. The Client also agrees that the Bank will resume his/ her/ its access to the deposit account balance only when the brokerage or instructed transaction fails, or when the suspension conditions no longer exist.**
9. If there is any mistake in or delayed information on the list (voucher), report, media or other documents made by the securities firm, or if any dispute arises from the amount of payment to or from the Client's deposit account concerning the trading of domestic / foreign securities, wealth management trust services and account maintenance services, the Bank has absolutely nothing to do with it and the Client shall be solely responsible for handling it with the securities firm.
10. The Client agrees that the interest rate of the deposit account that the Client authorized the Bank to conduct all securities trading related payments shall refer to the rate announced by the Bank under the "securities transfer deposit" category.
11. **The Client agrees that the Bank may, upon receipt of securities firm's request, provide the securities firm with the balance, details and other information of his/ her/ its designated deposit account for maintaining domestic and foreign securities trading activities, wealth management trust services or account maintenance services.**
12. The Client hereby applies for a password designated for the Client and Yuanta Securities Co., Ltd. to log in the computer network. By connecting its network with the Bank's network, the securities firm can check the Client's balance of designated deposit account at the Bank directly. As the Bank is free of the responsibility and obligation of confirming the authenticity of the said password, the Client and securities shall make a separate agreement regarding the password review. The Client also acknowledges that the information is only for his/ her/ its reference and the amount of available deposit shall refer to the statement of the Bank's system. The Client also agrees that, in case of having any dispute in related issue, he/ she/ it will take the full responsibility and the Bank will not be responsible for it.
13. **The client agrees that no settlement shall be applied to the said deposit account without the consent of the securities firm.**
14. The Client agrees that the service will become effective after the Bank completes the computer registration. If the Client wishes to make amendment to or terminate this service, the same rules shall be applied accordingly.
15. Where the trustor loses the seal or desires to change the seal, this service shall remain effective.

## Appendix: Standards Schedule for all types of service fees

### 1. Charging standards for foreign exchange and deposit services (OBU)

Items		Charging Standards	
1	Outward Remittance	Commission	<ol style="list-style-type: none"> <li>T/T / Demand Draft Remittance: 0.05% of the outward remittance amount will be charged (min. USD10 and max. USD40 per transaction).</li> <li>Stop Payment of Demand Draft Remittance: USD10 per transaction.</li> <li>Remitted to Yuanta Bank's DBU : USD5 per transaction.</li> </ol>
		Cable Charge	<ol style="list-style-type: none"> <li>T/T / Demand Draft Remittance: USD15 per transaction.</li> <li>Full amount remitted to paying bank: USD30 per transaction.</li> <li>Full amount remitted to beneficiary: Request for quotation or will be collect according to actual costs charged by foreign banks (exclusive for Yuanta Bank's client).</li> <li>Inquiry, Amendment, Cancellation of T/T Remittance: USD15 each time.</li> <li>Stop Payment of Demand Draft Remittance: USD30 per transaction.</li> </ol>
		Remarks:	<p>*The currencies of Demand Draft Remittance are limited to USD and HKD; HKD is limited to beneficiary that is a company.</p> <p>*Batch of T/T Remittance : Commission and Cable Charge are to be bound by the terms and conditions of the general agreement for Batch of T/T Remittance.</p>
2	Inward Remittance	Commission	0.05% of the inward remittance amount will be charged (min. USD10 and max. USD40 per transaction).
3	Negotiation of Clean Bills (excluding traveler's check)	Commission	0.05% of the buy in price will be charged (min. USD10 and max. USD40 per transaction).
		Cable Charge	USD15 per transaction.
		Interest of advances	<p>The interest of advances shall be charged according to the lending rate of that currency.</p> <ol style="list-style-type: none"> <li>Local currencies paid in the United States and Hong Kong, and bills paid in Taiwan will be charged with 12 days of interest with min. USD10.</li> <li>As for other areas, 21 days of interest will be charged with min. USD10.</li> <li>Default Interest: interests will be calculated based on the number of days from the negotiation date, deducting the number of days of which have been collected by the bank upon negotiation.</li> </ol>
Remarks:	<p>*The currency is limited to the USD (shall be paid in the United States or Taiwan) and HKD (shall be paid in Mainland China, Hong Kong and Macau).</p> <p>*Any gap between the income and the face value of bill(s) will be charged or returned accordingly.</p>		
4	Retrieval transaction details		<p>Every account: Less than 20 pages: USD5. Every additional page: USD0.5.</p>
5	Reissuance of passbook or Time Deposit Certificate		USD5 per book / certificate.
6	Loss Replacement of seal		USD5 each time.
7	Change the account name and seal		USD5 each time.
8	Pledge the deposit to a third party		USD5 per transaction.
9	Balance Certificate		USD1 per document.

### Charging standards for retrieving or resending information or identifier

Service / Charging Items	OBU Charging Standards	Notes
Retrieving or re-issuance Records/Statement <ol style="list-style-type: none"> <li>Less than one month.</li> <li>More than (including) one month and less than one year.</li> <li>More than one (including) year.</li> </ol>	<ol style="list-style-type: none"> <li>No charge.</li> <li>USD5 per information/ identifier</li> <li>USD7 per information/ identifier</li> </ol>	<ol style="list-style-type: none"> <li>If it is a must to go to the warehouse, each trip will be charged with min. USD15, depending on the required manpower and traveling expenses.</li> <li>If the foreign bank requests, USD40 will be charged accordingly.</li> </ol>

**2. Charging standards for e-channel services**

Charge Item	Unit	Charging Standards
Outward Remittance (OBU): 1. Normal T/T Remittance		
(1) Commission	Each transaction	Same charge as "Charging standards for foreign exchange and deposit services (OBU) 1.Outward Remittance (1) Normal T/T Remittance".
(2) Cable Charge	Each transaction	Same charge as "Charging standards for foreign exchange and deposit services (OBU) 1.Outward Remittance (1) Normal T/T Remittance".
(3) Full Amount to the Beneficiary Bank Charge (FXML Certificate Only)	Each transaction	Bank charge in original currency. AUD : 35 SEK : 250 HKD : 300 ZAR : 250 THB : 500 JPY : 2,500 Any others will charge 25 dollar in original currency. For example USD 25 、 EUR 25 etc.
2. A batch of T/T Remittance (FXML Certificate Only)	Each transaction	Same charge as above "1. Normal T/T Remittance".
Corporate Online Banking: FXML Certificate	Each certificate	USD 35/ year
FXML eToken	Each eToken	USD 35 / eToken

**3. Charge items and charging standards of charged trust services**

Charge Item	Charging Standards
Fee Schedule-for Non-Discretionary Monetary Trust Business at the Bank's counter.	<ol style="list-style-type: none"> <li>Certificate of the balance of specific monetary trust (Chinese and English): TWD30 / each.</li> <li>Report of loss and replacement of seal for trust account: TWD100 / each account.</li> <li>Change the account name and seal for trust account: TWD100 / each account.</li> <li>Access to transaction documents of specific monetary trust: will be charged starting from (excluding) the transaction date. No fee will be charged within (including) one month. More than one month and less than (including) one year will be charged with TWD100 / each. More than one year will be charged with TWD200.</li> <li>Access to transaction statements of specific monetary trust: no fee will be charged for reprinting the statement within (including) one year. Reprinting the statement over one year will be charged with TWD200. No charge for e-statement.</li> <li>Certificate of the beneficiary right of specific monetary trust: TWD300 / each.</li> </ol>
Fee Schedule for Customized Trust projects	<ol style="list-style-type: none"> <li>Signing fees: shall be negotiated with the Client according to the content of each agreement.</li> <li>Trust management fee: shall be negotiated with the Client according to the content of each agreement.</li> <li>Other expenses: shall be negotiated with the Client according to the content of each agreement.</li> </ol>