



## **Important Reminders**

Dear Client, to protect your rights and interests, Yuanta Commercial Bank (hereinafter referred to as "the Bank") always imposes stringent regulations on its staff, and as required by law and the Bank's internal regulations, the following acts are strictly prohibited:

- 1. The Bank strictly prohibits its staff from keeping clients' marketable securities, time deposit slips, cash, seals, passbooks, safe deposit box keys, chip ATM cards, credit cards, withdrawal slips, and any signed forms or business documents without transaction details, such as withdrawal vouchers and product contracts.
- 2. The Bank strictly prohibits its staff from making any improper transactions with clients in private, such as lending/borrowing money or marketable securities, or advancing or temporarily depositing clients' money.
- 3. The Bank strictly prohibits its staff from inducing clients to buy or sell certain products with specific benefits or false advertisements, or from using clients' deposit information to mislead or improperly solicit or promote financial products that are not consistent with the client's risk attributes.
- 4. The Bank strictly prohibits its staff from encouraging or inducing clients to engage in financial investment by borrowing money or raising debts, or from engaging in transactions without the consent of clients, or from improper solicitation.
- 5. The Bank strictly prohibits its staff from suggesting clients, explicitly or implicitly, to fill in or provide false information, or from forging, altering or changing client application documents such as vouchers, agreements, application forms, etc., or from forging signatures of clients, supervisors or other employees.
- 6. The Bank strictly prohibits its staff from copying or keeping passwords related to clients' accounts (e.g. telephone voice, telephone banking, internet banking, chip ATM card, etc.), or from setting or changing passwords related to accounting or accounts on behalf of clients, or from operating internet banking, mobile banking app and other transaction systems or conducting transactions on computers, laptops, mobile phones, tablets and other devices on behalf of clients.
- 7. The Bank strictly prohibits its staff from requesting clients to use the branch address of the Bank, any staff's address, any staff's private email address or any email address applied on behalf but without the consent of the clients' as the delivery address for all documents (including but not limited to transaction receipts and statements) from the Bank.
- 8. The Bank strictly prohibits its staff from recommending, selling or reselling to clients any financial products or services not provided by the Bank for their own interests.
- 9. The Bank strictly prohibits its staff from providing clients with self-made advertisements, statements, investment guarantee documents or similar documents or certificates in their own names or in the name of the Bank.
- 10. The Bank strictly prohibits its staff from setting up a website in their own names or in the name of the Bank, or from receiving or collecting on behalf of the clients any documents (including but not limited to transaction receipts and statements) sent by the Bank.
- 11. The Bank strictly prohibits its staff from handling the entire process of counter operations (including but not limited to deposits, withdrawals, account opening, account changes, investment transactions, policy switching, partial or full redemption, and termination) on behalf of clients.
- 12. The Bank strictly prohibits its staff from recommending clients to invest in any specific financial product by agreeing on the condition of sharing benefits, consideration or bearing losses, or from directly or indirectly requesting, precontracting or accepting improper money, property or other benefits from clients or business-related third parties, including but not limited to accepting fees, rewards or benefits under false pretenses that are outside the Bank's regulations.
- 13. The Bank strictly prohibits its staff from using their own accounts or another person's account to transfer clients' funds, or from providing accounts other than the clients' own account for the clients to use.
- 14. The Bank strictly prohibits its staff from inquiring, collecting or disclosing a client's appointments or confidential information obtained from other job duties without the client's consent, or from mishandling or misappropriating the client's property in violation of the client's instructions.
- 15. The Bank strictly prohibits its staff from exaggerating the past performance of a product for promotion, or from making any guarantee of profit or loss compensation.

The Bank has strictly prohibited the above-mentioned behaviors of its staff members. In case of finding any of the preceding actions conducted by the Bank's staffs, please lodge a claim to the Bank through the following client complaint channels. If the accusation is found to be true, the Bank will take disciplinary action against the staff according to relevant rules.

Customer Service Hotline: 0800-688-168 (24 hours), 02-2182-1988

Customer Service Email: service@yuanta.com

Mailing Address: No. 66, Dunhua South Road Section 1, Songshan District, Taipei, Taiwan (Complaint Box)





## **Fraud Prevention Advocacy and Reminders**

Dear Client, We would like to remind you that, if you allow your bank account to be used by scam gangs, you could be prosecuted for aiding another in the commission of a crime according to Criminal Code of the Republic of China, and for aiding another in the commission of money laundering. Such offense shall be sentenced to imprisonment for 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 property from fraud:

- 1. Investment shall be made through a lawful way to avoid illegal fund-raising activities that may lead you to significant losses
- 2. Do not give your passbook, 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 hyperlink 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, R.O.C. (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. The impostor also asks you to 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 (hereinafter referred to as "the Agreement") (OBU 111-09)

The Undersigned (hereinafter referred to as "the Client") hereby agrees to comply with the following terms and conditions for the accounts and business transaction services provided by Yuanta Commercial Bank Co., Ltd. Offshore Banking Unit (hereinafter referred to as "the Bank") within the scope of applications:

#### Personal Data Collection Notice

To comply with regulations of the Personal Data Protection Act of the R.O.C. (hereinafter referred to as "the PDPA") that governs the collection, processing or use of personal data, the client (including legal agent/representative), the client's statutory representative, guardian(assistant) and agent has been advised that the Bank informs the Client of the matters set up hereinafter in accordance with Paragraph 1, Article 8 of the PDPA (or in the case of indirect collection in accordance with Paragraph 1, Article 9):

- The categories of the personal data
  - Information that the Client fills out in application forms or agreements, or information produced during the implementation of banking services collected from the Client or third parties (e.g., the Joint Credit Information Center) in accordance with Article 2 of the PDPA, such as the natural person's name, date of birth, nationality, ID card number, passport number, U.S. tax identity and identification number, marital status, family, education, occupation, contact information, financial conditions, data concerning a person's social activities and any other information that may be used to directly or indirectly identify a natural person.
- 2. The purpose of the 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, such as funds management, client services, marketing, audit, risk control, anti-money laundry or behaviors (including but not limited due-diligence and personal data reported to domestic and/or foreign tax authorities) conducted in accordance with domestic and foreign regulations (including Foreign Account Tax Compliance Act of the United States and relevant intergovernmental agreements).
- 3. The time period, recipients, territory and methods of which the personal data is used
  - (1) Time period: duration of specific purpose for personal data collection; record keeping period in accordance with applicable laws, regulations or as agreed in the contract or agreement(such as Business Entity Accounting Act), or set by the Bank due to its business operation needs.
  - (2) Recipients: the Bank; companies for co-promotion with the Bank; other institutions engaged in business with the Bank; authorities having investigation power by laws 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 laws; or any other recipients agreed to by the Client in writing.
  - (3) Territory: 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 in accordance with laws, or any other recipients agreed to by the Client in writing.
  - (4) Methods: writing, fax, telephone call, electronic message, internet and other automatic or non-automatic measures.
- 4. During the period when the Bank retains the Client's personal data, the Client may exercise the following rights with respect to the personal data held by the Bank pursuant to Article 3 of the PDPA:
  - (1) Save in the exceptional circumstances as provided in Article 10 of the PDPA, the Client may make an inquiry of, reviewing and requesting a copy of his/her personal data from the Bank. However, the Bank may charge necessary handling fee in accordance with Article 14 of the PDPA.
  - (2) The Client may request the Bank for supplement or corrections to his/her personal data. However, in accordance with Article 19 of the Enforcement Rules of the PDPA, the Client shall provide with an adequate explanation and facts therefor.
  - (3) Where the collection, processing or use of personal data is in violation of the PDPA, in accordance with Paragraph 4, Article 11 of the PDPA, the Client may demand cessation of the collection, processing, use or erasing his/her the personal data.
  - (4) In accordance with Paragraph 2, Article 11 of the PDPA, the Client may request the Bank to cease processing or using his/her personal data in the event of a dispute regarding the accuracy of the personal data, unless the processing or using is either necessary for the performance of an official or business duty or has been agreed to by the Client in writing, and the dispute has been recorded pursuant to this provision.
  - (5) In accordance with Paragraph 3, Article 11 of the PDPA, the Client may request to erase, or cease processing or using the personal data when the specific purpose of data collection no longer exists or upon expiration of the relevant time period, provided that, the processing or using is either necessary for the performance of an official or business duty or has been agreed by the Client in writing.
  - (6) If the Client wishes to exercise any of the rights as provided in the aforesaid Article 3 of the PDPA, the Client may contact the Bank's Customer Service Hotline 0800-688-168 or make inquiry to any of the Bank's branches about the methods to exercise such rights.
- 5. The Client is free to choose whether or not to provide relevant personal data or the categories of personal data. However, if the Client declines to provide such personal data, the Bank may not be able to proceed with necessary business reviews or operations for providing the relevant or better services to the Client.
- 6. The Client acknowledges and understands that 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.

Appendix	Tat	le

Business	Descriptions of specific purpose		
category	Specific purposes and corresponding codes	Common purposes and corresponding codes	
Deposit and Remittance business	022 Foreign exchange business     036 Deposit and remitting     082 Operation of integrated management among the borrowing households with depositors saved business     106 Credit business     112 Negotiation instrument exchange business     181 Other business operation in accordance with the business registration project or organization Prospectus (e.g. e-banking, collection and payment agency, collection and negotiation of foreign currency bills, cross-selling business or joint promotions, etc.)	040 Marketing (including financial cross-selling business) 059 Financial service industry's collection and processing information in accordance with laws and needs for financial supervision 060 Financial dispute resolution. 061 Financial supervision, administration and inspection 063 Non-government agency collect or process personal data under legal obligations 069 Contract, contract-like or other legal relation matters 090 Consumer, Customer Management and Service	
Wealth management business	022 Foreign exchange business 036 Deposit and remitting 044 Investment management 068 Trust business 082 Operation of integrated management among the borrowing households with depositors saved business 094 Property management 166 Securities, futures, securities investment trusts and consultants related	091 Consumer protection 095 Fiscal and tax administrative 098 Business and Technical Information 104 Account management and debt trading business 113 Petition and petition reported matters handling 136 Information (communication) and database Management 137 Information and Communication Security and Management 148 Internet shopping and other electronic commerce services	





business		157 Investigation, statistics, research and analysis
181 Other business operation in accordance with the business registration 177 Other f		177 Other financial administrative business
	project or organization Prospectus	182 Other Consulting and Consultant Services
T	001 Life and Health Insurance	
Insurance	065 Insurance managing, agency and notary business	
agent business	093 Property Insurance	

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.
- 2. 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).
- 3. To comply with FATCA, the Client agrees that the Bank can collect, process, use and internationally transmitted his/ her/ its personal data (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 agreements.
- 4. 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 R.O.C. Regulations Governing the Implementation of the Common Standard on Reporting and Due Diligence for Financial Institutions ("CRS"):

- 1. The Client understands that under the CRS, 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 developed by the Organization for Economic Cooperation and Development (OECD). Under the CRS, 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 ("R.O.C.") 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 CRS (violators will be subject to fines by the tax authorities), 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 CRS.

Directions Governing Anti-Money Laundering and Countering Terrorism Financing

The Client agrees that the Bank may conduct the following measures (including but not limited to scheduled and/or unscheduled reviews, investigations and reporting) for anti-money laundering and countering terrorism financing in accordance with the R.O.C "Money Laundering Control Act", "Counter-Terrorism Financing Act", "Regulations Governing Internal Audit and Internal Control System of Anti-Money Laundering and Countering Terrorism Financing of Banking Business and Other Financial Institutions Designated by the Financial Supervisory Commission" and "Regulations Governing Anti-Money Laundering of Financial Institutions":

- 1. When the Client is a legal entity,
  - (1) The Client shall provide the Bank with the identity of the ultimate beneficial owner as a natural person and agree to provide the register of shareholders, proof of capital contribution or other documents of shareholding or capital contribution (including but not limited to the register of shareholders of the corporation, the structure of shareholding or control, beneficial owners whose direct and indirect shareholding exceeds 25% and the reasons for the establishment of the multi-tier shareholding structure). The identity of the ultimate beneficial owner as a natural person provided by the Client is correct, and the Client shall initiate the change with the Bank if there is any subsequent change.
  - (2) The Client shall provide its articles of incorporation or issue a statement to declare whether bearer shares could be issued. If bearer shares have been issued, the bearer shares shall be converted to registered shares, or deposited in a regulated financial institution or professional intermediary, or request its bearer share holders who have controlling interest to register their identities. The Client shall notify the Bank when the identity of a shareholder who has controlling interest changes, or provide the Bank updated information on its beneficial owner(s), and information on shareholders who hold a certain percentage of bearer shares after every shareholder meeting, to ensure that the information on the beneficial owner is timely updated.
- 2. The Bank shall not be liable to the Client or the Client's affiliates (including but not limited to corporate representatives, Senior managerial officer, beneficial owners, legal representatives, or authorized persons) for any damages under the following circumstances:
  - (1) The Client or any of the Client's affiliates is found to be an individual, a legal entity or an organization subject to economic or trade sanctions imposed by any country or international organization, or a terrorist individual or organization identified or pursued by the government of the Republic of China or by any foreign government or international organization, the Bank may refuse to conduct business with the Client or to close the account without prior notice to the Client.
  - (2) During or after the process of establishing business relationship, as well as any relevant scheduled and/or unscheduled reviews by the Bank, any transactions between the Client and the Bank, or whenever the Bank deems to be necessary (including, but not limited to, when the Client is suspected of involving in unusual transactions or illegal activities, money laundering or financing of terrorism or weaponry proliferation, or special cases of illegal activity reported by the press), the Bank may require the Client to provide the necessary information (including such personal data as may be necessary for the review) about the Client and the Client's affiliates within the time period specified by the Bank, or request a description of the nature and purpose of the transaction, the source of funds, or provide supporting documentation. The Bank may suspend business relationships and transactions, or terminate business relationships or close the account without prior notice to the Client if the Client refuses to provide or delays in providing the aforementioned information or if the Bank deems it necessary (e.g., based on risk control, the Client is involved in illegal activities, the Client is suspected





of being involved in money laundering or financing of terrorism or weaponry proliferation, or an account which is relevant to special cases of illegal activity reported by the press, or the Bank is aware that the Client has been rejected by another financial institution, or the Client's identity has been terminated).

(3) The Client is suspected of money laundering, or subject to economic or trade restrictions/sanctions imposed by any country or international organization, or subject to special status under the Bank's control, or is related to the aforementioned purposes, the Bank may transmit information relating to any transaction between the Client and the Bank, information relating to the Client and the Client's affiliates to the Bank, its branches, its affiliates and other parties to whom is approved by law or competent authorities (hereinafter referred to as "the Recipient") for confidential use (including, but not limited to, in connection with the provision of any services and for the purposes of data processing, statistics and risk analysis). The Recipient may process, transfer and disclose the aforementioned information as required by laws, competent authorities or legal process.

#### I. General Terms and Conditions

#### 1. Account Opening Criteria and Process

When the Client opens an account, the Client's account name, specimen seal, applicable deposit and business category, as well as matters associated shall all by conducted in accordance with relevant laws and interpretations of the R.O.C. and rules of the Bank.

#### 2. Alteration of the Client's Information

The Client is required to submit a written request with specimen seal affixed or using other methods agreed by the Bank to the Bank for any alteration of the data provided. 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. If not, the Bank has the right to refuse services to the Client.

#### 3. Deposit or Withdrawal

- (1) The Client could not deposit or withdraw in cash or exchange for New Taiwan Dollar, but transfer or remittance transaction is acceptable.
- (2) All deposit or withdrawal transactions must be made by presenting passbook and deposit slip, withdrawal slip or certificate of deposit to the bank staff, or by using other agreed methods at the Bank's business premises. Withdrawal shall be permitted only by impression of specimen seal or specimen signature. 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.
- (3) Where the Client uses an automatic service equipment (internet bank or other electronic payment tools) to transfer, the payment will be made electronically without the passbook and it shall be equally effective as withdrawals made with the passbook and withdrawal slip with the original specimen seal. The amount will be transferred into the designated deposit account and the Client authorizes the Bank to automatically collect the fees from the Client's designated account in accordance with the Bank's rules. Every time the Client makes transaction to a designated 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 provided by the Client, the Client shall be solely liable for all damages and losses and the Bank will not be responsible for canceling the transaction or refunding the transferred amount.
- (4) Where the Client requests a PIN, the PIN must be a four-digit number other than 0000.
- (5) The Client should remember the PIN selected by himself/herself/itself. However, if the Client forgets his/her/its PIN, the Client shall visit any authorized unit of the Bank to submit a request for a new one with his/her/its identification documents and specimen seal.

#### 4. Custody of Specimen Seal, Passbook or Certificates

The Client is responsible for keeping custody of the specimen seal, the passbook or other certificates of deposit. In the event of loss, theft, robbery or other cases in which such items separates from the Client's possession, the Client shall immediately report a lost with written notice to the Bank in accordance with applicable rules and regulations. However, the Bank will assume no responsibility for money withdrawn before the Bank accepts the written notice of loss, if the Bank has in good faith verified the impression of specimen seal.

#### 5. Charges and Debits

The Client agrees that all types of payments and expenses that must be paid in accordance with the Agreement, and limitations or rules set by the Bank for all types of transactions and services will be conducted in accordance with the Bank's rules. The Client agrees that the Bank may deduct the Client's deposit account for repayment of principal, interest, penalties, handling charges, account management fees, postage, cable fees, acceptance or discount charges, commitment fees, transaction fees for negotiation or collection of clean bills and other sums payable to the Bank without prior notice. Unless otherwise specified, all types of transaction fees shall be charged in accordance with the "Standards Schedule for all types of service fees" listed in the appendix of the Agreement. If the aforementioned charging standard is amended, unless the contents are beneficial to the Clients, such amendment shall be published and announced on the Bank's website and business premises or notified to the Client 60 days prior to the effective date.

#### 6. Debit Order

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 waive his/ her/ its objections. 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 not execute the transaction and the Client shall be solely liable for derived losses and damages.

## 7. Scheduled Transaction

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 which cause a suspended operation of any or all of the Bank's business premises according to the announcement of the competent authorities of the Bank, the Bank may execute the transaction on the next business day.

#### 8. Transfer and Pledge

The Client shall not transfer or pledge the deposit to a third party without the Bank's prior written consent.

#### 9. Correction of Errors

- (1) Where the Client receives an amount of money that has been mistakenly deposited into his/ her/ its account due to 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.
- (2) When the Bank is instructed by a third party to conduct payroll transfer, escrow deposit, bulk remittance/transfers to the Client's deposit account, if the third party submits a written request to the Bank that the information provided is incorrect, causing a misdirected payment, overpayment, double payment or other similar circumstances resulting in a payment to the Client's deposit account and the Bank is required to deduct the funds from the Client's deposit account, or when the Bank needs to correct a batch of accounting errors, even if the Client's deposit account has no erroneous payments, overpayments, duplicate payments or other similar circumstances, the Bank may deduct the original deposited funds from the Client's account without prior confirmation or notice to the Client, and the Client may not object to the aforementioned act. If the funds have been withdrawn from the account, the Client shall return the funds without delay upon notice from the Bank. If any dispute arises from this, it is between the Client and the third party and the Bank shall have no liabilities.

### 10. Statement, Transaction Verification

(1) The Client understands and agrees that, unless otherwise specified, the Bank may send or provide a consolidated statement (hereinafter referred to as "the statement") in accordance with regulatory requirements, the agreements of the business products, or based on the nature of banking services, or the





Bank's internal management requirements. The statement shall be consolidated based on the Client's registration number. The statement shall reveal present and future related transaction details including deposit, loan, transaction statements executed via electronic banking, trust account, wealth management, etc. The methods of sending the statement consist of e-mail (hereinafter referred to as "e-statement") and paper mailing (hereinafter referred to as "paper statement"). The Client may apply to the Bank and choose one of the methods to send the statement. If the Client does not receive the current statement, the Client shall notify the Bank immediately.

(2) Where the balance and transaction record (including transaction via internet bank or other electronic payment tools) on Client's passbook or statement is inconsistent with that in the Bank's system due to failure of updating transaction on passbook or statement, 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 discrepancy between the statement and the transactions thereof, and it is verified and confirmed to be a mistake on the recorded amount or balance, the Bank shall immediately correct it.

#### 11. Set-off

- (1) Where an event of default occurs, any debt is due (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 disposition has been taken place and resulted in the Bank unable to be secured or repaid, the Bank declares in accordance with the Agreement all debt due. And the Bank may prepay the amount of the Client's deposit account in the Bank and apply the amount to set-off against all indebtedness now or hereafter owed by the Client to the Bank.
- (2) 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 prior notification shall be sent to the Client in ways described in Article 15 of General Terms and Conditions. Concurrently, the deposit certificates, passbook, or other certificates indicating such credit shall be void in the range of set-off amount.

#### 12. Foreign Exchange Risks

- (1) The exchange rate applied to foreign exchange transactions shall refer to the negotiated rate between the Client and the Bank. If the exchange rate fluctuates violently in the foreign exchange market, the Bank may suspend the processing of foreign exchange transactions for all or specific currencies.
- (2) The Client shall be responsible for the volatility of foreign exchange and the risks (including but not limited to exchange rate volatility, political and country) related to currency conversion. In the occasion of transaction converting from one currency into another, the Client may suffer losses, the Bank does not share the profit and loss or guarantee any investment returns. The Client is advised to carefully assess his/her/its own currency risk.
- (3) In the event that the Bank is unable to pay in the agreed foreign currency due to force majeure circumstances such as natural disasters, earthquakes and war, or due to factors not attributable to the Bank such as foreign exchange control or loss of circulation of the original currency, the Client agrees that the Bank may pay in other foreign currencies.

#### 13. Foreign Exchange Transaction Declaration

The Client agrees that all foreign exchange transactions contemplated herein at the Bank shall be governed by the laws and regulations of competent authorities and applicable rules and regulations of the Bank. The Client shall fill out the nature of foreign exchange transaction carefully and truthfully.

#### 14. Passbook Update

In the event that the number of the Client's passbook transactions not yet printed out exceeds 100, the passbook transaction details will be automatically concentrated and recorded by the Bank. When the passbook is replenished and printed, the bank may separately list the sum of deposits and withdrawals by currency type. The Client may apply for transaction details and statements at the counter of any branch or by other means provided by the Bank. The Bank may adjust the number of passbook transactions concentrated and recorded at any time if necessary, and shall prominently display the adjustment at the business location, on the Bank's website or on the ATM screen at least 30 days prior to the adjustment date.

#### 15. Notice

- (1) The Client agrees that the contact information specified in the 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.
- (2) The Client also agree that the Bank will deliver notifications to 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 the 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.
- (3) The Client shall be responsible for any inconveniences, damages or other effects result from his/her/its failure to update his/her/its contact information in accordance with the Bank's procedures.

#### 16. Use of Information

- (1) 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.
- (2) In the event that the Client has appointed an agent to sign up the Agreement on the Client's behalf, the Client's agent understands and agrees that the Bank and the Joint Credit Information Center may collect, process, use and internationally transmit the Client's agent's personal data within the scope of business purposes or as permitted by laws, and may provide the Client's agent's personal data to any person appointed by the Bank to handle business-related matters or the Bank cooperates with in compliance with laws.
- (3) The above information will be retained for five years after the expiration of the rights and obligations between the Client and the Bank, except for the basic information of the Client, transaction history information and outstanding debt information, which the Bank may keep permanently. If the Client discovers any errors or disputes in the above information, the Client agrees to submit relevant supporting documents to the Bank for making corrections or dispute notes.
- (4) The Client understands and agrees that the Bank may provide the Client with marketing information about the Bank's products/services for business purposes or as permitted by laws, and that the Bank may outsource bank statements services for business needs.

## 17. Information Usage of Cross-Selling

- (1) 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 cross-utilization purpose or as permitted by laws.
- (2) Where there is any change to the Client's personal data, the Client may notify the Bank to make amendment at any time. The Client may also request the Bank to terminate the cross-utilization use of his/ her/ its personal data via the Bank's Customer Service Hotline 0800-688-168 at any time or notify the Bank in writing. Such request will be processed immediately upon delivery to the Bank, and the cross-utilization will be discontinued within a reasonable period of time.
- (3) Affiliates of Yuanta Financial Holding Co., Ltd. include Yuanta Securities Co., Ltd., Yuanta Commercial Bank Co., Ltd., Yuanta Life Insurance Co., Ltd., Yuanta Fitures Co., Ltd., Yuanta Securities Investment Trust Co., Ltd. and Yuanta International Insurance Brokers 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.





#### 18. Deposit Insurance

The Client acknowledges that all deposits in the Bank are not covered by the deposit insurance provided by the Central Deposit Insurance Corporation of the

#### 19. Amendments of the Agreement

- (1) The appendixes of the Agreement are deemed as a part of the Agreement. Any matters not covered herein shall be conducted in accordance with applicable laws and regulations announced by the competent authority, and may be supplemented or revised upon negotiation of both parties.
- (2) Where the Bank adds, revises and makes amendments to relevant services, or terms and conditions of the Agreement after the establishment of the Agreement, unless otherwise prescribed by laws and regulations or competent authorities or otherwise agreed in the 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 passbook or statement, by displaying relevant information on the ATM or by making an announcement 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. 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.

#### 20. Termination of the Agreement

- (1) The Client and the Bank may terminate and make changes to all types of deposits and business services under the Agreement 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.
- (2) Upon completing procedures required to close the Client's Account, terms and conditions of the Agreement will no longer be applied to the closed account.
- (3) 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.
- (4) 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.

#### 21. Dispute Channel

Where any dispute arises from the services or products provided by the Bank, the Client may file a complaint to the Bank via Customer Service Hotline: 0800-688-168, 02-2182-1988), 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.

#### 22. Governing Law and Jurisdiction

The Agreement shall be governed by and construed in accordance with laws of the Republic of China. Shall any dispute arises from the Agreement, the Client and the Bank agree that the district court of where the Client opens the account or where the Bank's headquarters locates will be the court of first instance. However, the Small-Claim Proceeding as prescribed in Article 47 of Consumer Protection Act or Article 436-9 of Civil Procedure Act in Taiwan shall not be excluded.

#### 23. Title

The titles in the Agreement are meant for easy search only and shall not affect the interpretation, explanation and acknowledgement of terms and conditions in the Agreement.

## 24. Language

The Agreement is executed in both English and Chinese. In the event of any discrepancy or inconsistency between the English and Chinese versions, the Chinese version shall prevail.

## II. Foreign Currency Deposit Services

Deposits shall be the currencies that published the interest rate by the Bank. No interest will be accrued for deposits in a currency that does not have the interest rate information.

## 1. Foreign Currency Demand Deposits

- (1) The account must be opened at USD0.00.
- (2) Minimum interest-bearing amount: USD100 as the starting point, or other currencies which are equivalent to USD100 at the Bank's closing exchange rate on the previous business day.
- (3) Interest calculation basis:
  - i. Interest is calculated on a daily basis at the Bank's published interest rate and settled on June 20th and December 20th each year. The interest is credited to the foreign currency demand deposit account on the next business day.
  - ii. Upon account closing, interest is credited from the day following the last interest settlement date to the day before the account is closed.
  - iii. Interest is calculated on a 365-day basis for GBP, HKD, SGD, THB and ZAR, and calculated on a 360-day basis for all other currencies.
- (4) The deposits in the account may be converted to another currency, and be converted interchangeably at any time to the extent permitted by laws.

#### 2. Foreign Currency Time Deposits

- (1) Minimum deposit amount: USD1,000 per certificate of deposit, or other currencies which are equivalent to USD1,000 at the Bank's closing exchange rate on the previous business day.
- (2) Interest calculation basis:
  - i. Interest is calculated at the Bank's published applicable rate or the negotiated rate at the time of deposit, simple interest at a fixed rate.
  - ii. For time deposits with a maturity of one month or more, interest is calculated on a 12-month basis and accrued on a monthly basis.
  - iii. 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. The interest is accrued on a daily basis.
- (3) The principal of the foreign currency time deposit is withdrawn upon maturity, and interest is payable on termination of the contract or in accordance with the contractual terms.
- $\ \, \textbf{(4)} \,\, \textbf{Terminated prior to the scheduled maturity:} \\$ 
  - i. Foreign currency time deposit may be terminated prior to the scheduled maturity. the 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.

#### (5) Withdrew beyond the scheduled maturity:

- 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 date, 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 date, 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.
- (6) 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.

#### 3. 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 demand deposit and foreign currency time 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 passbook 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 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.
- (6) 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 passbook and withdrawal slip, or in agreed terms.

#### 4. Foreign currency deposit without passbook

(1) Scope

This Agreement is entered in and between the Client and the Bank concerning banking services provided without passbook, and shall be applicable to demand deposit, comprehensive deposit and other foreign currency deposit transactions without passbook.

(2) Provision of and amendment to information

The Client shall provide the Bank with not only personal data, 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 passbook, the Client who is an individual shall apply for e-statement and PIN services at the same time, if not, the Bank may refuse his/ her application of opening a deposit account without passbook. The Client who is an entity shall apply for e-statement and may request PIN services as needed

(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 shall visit any authorized unit of the Bank and present the withdrawal slip, specimen seal and enter the correct PIN (if applicable).

If the Client forgets his/her/its PIN, the Client shall visit any authorized unit of the Bank to submit a request for a new one with his/her/its identification documents and specimen seal.





#### (6) Product amendment

The Client may, depending on his/ her/ its need, submit its application of changing "deposit with passbook" to "deposit without passbook", or "deposit without passbook" to "deposit with passbook" to the Bank.

Upon receipt of Client's application of changing "deposit with passbook" to "deposit without passbook", 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 passbook" to "deposit with passbook", 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.

#### 5. Account Closing

- (1) The Client may close his/her/its foreign currency demand deposit account at any domestic appointed foreign exchange branch of the Bank in person with his/her/its identifications, passbook (not necessary for without passbook deposits) and specimen seal. If the Client is unable to do so in person due to special circumstances, the Client may appoint an agent, or send the completed application form with specimen seal affixed to the Bank by post.
- (2) The Client may clear individual currency in the foreign currency demand deposit account, however the deposit account will be closed when the last currency is cleared

#### III. Foreign Currency Remittance Services

- 1. 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 in accordance with regulations and laws of the Bank.
- 2. The Bank may request the Client to provide relevant documents in order to conduct the due diligence for inward remittance procedures, and to explain the related affairs. The Client hereby authorizes the Bank to collect any transactions charges from the inward remittance proceeds, or from the Client's deposit account held in the Bank.
- 3. Where the foreign currency inward remittance involves sanctioned parties, terrorists or terrorist groups identified or investigated by the R.O.C. government, foreign governments or international organizations, or the Bank determines there is insufficient information for paying the inward remittance proceeds or suspects an abnormal transaction (including but not limited to be suspected to be involved in illegal activities, suspected money laundering, terrorist financing activities, weaponry proliferation, high-risk regions or special cases of illegal activity reported in the media, etc.), the Client must cooperate with the Bank by providing information that is necessary for review or explain the nature and purpose of the transaction or the source of funds. If the Client refuses to explain the nature or purpose of the transaction or source of funding, the Bank may temporarily suspend or reject the transaction or terminate business relationship without prior notice.
- 4. The Client understands and agrees that, if the Client is an enterprise handling virtual currency platforms or transactions, the Bank shall have the right to refuse foreign currency remittance services to the Client without prior notice.

#### 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 oversees 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 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 statement or trust properties related reports for the Client.
- (3) The current values of the investment object stated in the statement 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 statement.
- (4) Where any inconformity is found in the 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 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 be deemed to have agreed to comply with the new or amended terms and conditions if the Client does not terminate this Agreement within seven days after the notice and instead continues to do business with the Bank. 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; In addition, the Bank shall inform the Client that if he/she/it objects, he/she/it shall notify the Bank to terminate the contract within the aforementioned objection period. If the Client does not terminate the contract and continues to conduct business with the Bank, the Client shall be deemed to acknowledge the revisions, additions or deletions of the terms and conditions:

- (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 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. Shall any dispute arises from the trust services and agreements, both parties agree that the district court of where the Client opens the account or where the Bank's headquarters locates will be the court of first instance. However, the Small-Claim Proceeding as prescribed in Article 47 of Consumer Protection Act or Article 436-9 of Civil Procedure Act in Taiwan shall not be excluded.

## 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 30 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 Customer Service Hotline: 0800-688-168  $\cdot$  (02)2182-1988
  - (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
- 2. Scope of Application

This Agreement shall constitute the general terms and conditions for 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. Verification of URL/APP

Before accessing the internet/mobile banking services, the Client shall verify the URL/APP (application program), download link and installation/ access methods. In case of having any questions, please call the Bank's Customer 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

#### 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 the 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

## 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

 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

- 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.
- ii. 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.
- iii. 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.
- iv. 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.
- v. If not specified by the Client, the Client agrees to 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) Import-related business services

- i. Before applying for using the function of issuing Letter of Credit, the Client shall have applied to the Bank for credit facility of issuing Letter of Credit and have signed the "General Facility Agreement" if applying for using the function of Usance Letter of Credit, or "Agreement of the Application for Foreign Letter of Credit at Sight" if applying for using the function of Letter of Credit at Sight.
- ii. The Client agrees to comply with the current and subsequent applicable UCP, eUCP, URR, ISBP, or other rules published by the International Chamber of Commerce, and the Electronic Signatures Act and other applicable laws and regulations.
- iii. If written application is required according to regulations when the Client uses the import related services provided by the Bank, the Client shall unconditionally go to the Bank counter as soon as possible to complete the additional process for written documentation.

#### (4) Inquiry services

inquiry services			
Foreign currency Account Summary	Account Inquiry	Foreign Exchange Deposit Transaction Details Inquiry	the Balance of Foreign Exchange Deposit
Inquiry		Transaction Details inquiry	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		

- (5) Fund / trust services shall be conducted according to the Bank's rules.
- (6) 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.
- (7) 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.
- (8) 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) When transferring funds via internet/mobile banking, the Client agrees to follow the Bank's standards regarding the maximum single transfer from one person to the account of the same person with the Bank, the accumulated daily amount, and the maximum single transfer to a third person's account with the Bank or outward remittance, as well as the accumulated daily amount. The Bank may adjust the maximum daily amount and shall announce the adjustment on the Bank's website.
- (2) Deposit transactions that exceed the limit shall be processed at the Bank's counter.
- Scheduled 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. However, domestic remittances in foreign currencies through the Foreign Currency Settlement Platform of the Financial Information Service Co., Ltd. will be processed subject to the announcements made by the Financial Information Service Co., Ltd.
  - (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 latter or transaction document.





#### 14. Time of deposit transactions

The bank offers 24-hour service for foreign currency intra-bank transfer with the same currency on both banking and non-banking days, while the real-time transfer services are available from 09:10 to 21:00 on the Bank's 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. Expense

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 e-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 e-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 is 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 manger 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 the 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 data.

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 filled 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 if the Client does not terminate this Agreement within seven days of the Bank's notification and instead continues to do business with the Bank.

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, if the Client does not terminate the contract and instead continues to do business with the Bank, the Client shall be deemed to acknowledge the revision, addition or deletion of the terms:

- (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 passbook 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 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)

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	Items			Charging Standards
			Commission	T/T / Demand Draft : 0.05% of the outward remittance amount will be charged (min. USD10 and max. USD40 per transaction).     Stop Payment of Demand Draft : USD10 per transaction.     Remitted to Yuanta Bank's DBU : USD5 per transaction.
	1	Outward Remittance	Cable Charge	<ol> <li>T/T / Demand Draft: 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: USD15 each time.</li> <li>Stop Payment of Demand Draft: USD30 per transaction.</li> </ol>
			Remarks:	
				mand Draft are limited to USD and HKD; HKD is limited to beneficiary that is a
			company.  *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.	
	2	Inward Remittance	Commission	0.05% of the inward remittance amount will be charged (min. USD10 and max. USD40 per transaction).
		Negotiation and Collection 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.
3	3		Interest of advances	The interest of advances shall be charged according to the lending rate of that currency.  1. 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.  2. As for other areas, 21 days of interest will be charged with min. USD10.  3. 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.
			Remarks:	
			*The currency is limited to the USD (shall be paid in the United States or Taiwan) and HKD (sha paid in Hong Kong).  *Any difference between the income and the face value of bill(s) will be charged or returned according to the content of the cont	
	4	Retrieval transaction details	1 my difference between	Every additional page: USD5.  Every additional page: USD0.5.
	5	Reissuance of Passbook or Time Deposit Certificate		USD5 per book / certificate.
	6	Loss and Replacement of seal		USD5 each time.
	7	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 1. Less than one month. 2. More than (including) one month and less than one year. 3. More than one (including) year.	<ol> <li>No charge.</li> <li>USD5 per information/ identifier</li> <li>USD7 per information/ identifier</li> </ol>	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.     If the foreign bank requests, USD40 will be charged accordingly.





## 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: 19 SEK: 120 HKD: 100 ZAR: 220 THB: 400 JPY: 1,400 Any others will charge 13 dollar in original currency. For example USD 13 \ EUR 13 etc.
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
	1.	Certificate of the balance of specific monetary trust (Chinese and English): TWD30 / each.
	2.	Report of loss and replacement of seal for trust account: TWD100 / each account.
	3.	Change the account name and seal for trust account: TWD100 / each account.
Fee Schedule-for Non-Discretionary	4.	Access to transaction documents of specific monetary trust: will be charged starting from (excluding) the transaction
Monetary Trust Business at the		date. No fee will be charged within (including) one month. More than one month and less than (including) one year will
Bank's counter.		be charged with TWD100 / each. More than one year will be charged with TWD200.
	5.	Access to 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.
	6.	Certificate of the beneficiary right of specific monetary trust: TWD300 / each.
F 01 11 6 0	1.	Signing fees: shall be negotiated with the Client according to the content of each agreement.
Fee Schedule for Customized Trust	2.	Trust management fee: shall be negotiated with the Client according to the content of each agreement.
projects	3.	Other expenses: shall be negotiated with the Client according to the content of each agreement.