



## Important Reminders

Dear Client, thank you for your continued support for Yuanta Commercial Bank (hereinafter referred to as "the Bank"). To protect your rights and to secure your assets, the Bank always imposes stringent regulations on its staff, and as required by law and the Bank's internal regulations. Relatively, the Bank advises all customers properly keep seals, passbooks, withdrawal slips, chip ATM cards, passwords related to accounting or services of the Bank, and personal financial documents in a safe and secure manner. All the stated items above shall not entrust to employees of the Bank, and shall not require employees of the Bank execute the following prohibited acts. In the stand of customer protection, the following acts are strictly prohibited:

1. Employees are strictly prohibited 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. Employees are strictly prohibited from making any improper transactions with clients in private, such as borrowing /lending money or marketable securities, or advancing or temporarily depositing clients' money.
3. Employees are strictly prohibited 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. Employees are strictly prohibited 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. Employees are strictly prohibited 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. Employees are strictly prohibited from copying or keeping passwords related to client 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 or other devices on behalf of clients.
7. Employees are strictly forbidden from requesting clients to use the branch address, any employee's address, any employee's private email address or any email address applied on behalf of but without the consent of the client's as the delivery address for all documents (including but not limited to transaction receipts and statements) from the Bank.
8. Employees are strictly prohibited from providing services without permission of the Bank, or recommending, selling or reselling any financial products or services which are not permitted by the Bank to clients for their own interest.
9. Employees are strictly prohibited 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. Employees are strictly prohibited 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. Employees are strictly prohibited 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. Employees are strictly prohibited from recommending clients to invest in any specific financial product by agreeing with clients on the condition of sharing benefits, consideration or bearing losses, or from directly or indirectly requesting, pre-contracting 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. Employees are strictly prohibited from using their own accounts or another person's account to transfer client's funds, or from providing an account other than the client's own account for the client to use.
14. Employees are strictly prohibited 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. Employees are strictly prohibited 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. If you find any of our staff members engaging in such behaviors, please feel free to lodge a complaint with the Bank through the following client complaint channels. If the complaint is substantiated after investigation, the Bank will take disciplinary action against the employee in question.**

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

**FAX : 02-7734-8958**

**Customer Service Email: [service@yuanta.com](mailto:service@yuanta.com)**

**Mailing Address: No.157, Sec.3, Renai Rd. Daan Dist Taipei City, Taiwan (Complaint Box)**

## Fraud Prevention Advocacy and Reminders

Dear Client, we would like to remind you that delivering and providing your account(s) to others could violate aiding fraud under Criminal Code, and/or aiding money laundering and delivering/ providing account(s) under Money Laundering Control Act, if the account(s) of yours is misused by the fraudulent organizations, and shall be sentenced to imprisonment of not more than 5 years and 7 years separately.

In addition, in view of the recent spate of fraudulent cases, please pay attention to the following reminders to protect your personal property and avoid property loss:

1. Investments should be made through legal channels to avoid significant losses due to illegal fund- raising.
2. Do not give your passbooks, seals, ATM cards or passwords to others for safekeeping or provide your personal or financial information to others.
3. Do not follow instructions of others to operate an ATM, making a wire transfer or transferring funds, and do not hyperlink to the Bank's Internet Banking from websites other than our own to protect yourself against password interception by fake websites.

If any of the following situations happens to you, you may be a victim of fraud. Please be vigilant and call the Police Department's Fraud Prevention Line "165" to verify whether it is a modus operandi of fraudulent organizations.

- i. You receive a letter or text message informing you that you have won a prize and requesting a transfer or remittance to cover taxes or administrative fees.
- ii. You receive a phone call from someone who claims to be a judge, a prosecutor, a police officer, a hospital or a telecommunications provider telling you, "Your ID/NHI card has been fraudulently used in connection with money laundering, kidnapping, carjacking for ransom, phone bill debts, and so on. We are going to freeze your account (property) or take custody (safekeeping) of your bank deposits unless you post a bond. You must not disclose any of this to anyone, or you are to be detained."



- iii. You receive a call from someone who claims to be from the FSC (Financial Supervisory Commission, R.O.C.), Ministry of Justice (MOJ), the Administrative Enforcement Agency or other public agency, requesting the delivery of cash or the custody of your property, or remittance to an impartial (secure) account provided by the caller. The caller asks you not to hang up and to keep your phone on hold.
- iv. You receive mail that purports to be an enforcement order from the court, or a notice of arrears from financial institutions or public utilities (e.g. Chunghwa Telecom, Taiwan Power Company). When you call, you are asked to make a remittance to a specific account outside of that institution, or to make a payment by scheduled transfer.
- v. A flyer or newspaper classified ad that asks for a royalty or security deposit in connection with job search, loan seeking, franchise, or purchase of goods of any kind.
- vi. You are notified that your child has borrowed money from a moneylender, or is some debtor's guarantor, and is now kidnapped, and you are asked to make a payment by cash, remittance or an agreed transfer of funds.



## Important Notes for Account Transactions

Dear Client, the following is an important part of the General Agreement on Account Transactions and Related Services. Please listen carefully to our staff or read it thoroughly on your own to protect your rights.

1. **【Deposit and Withdrawal Methods and Restrictions】** Once you have opened a deposit account with the Bank, you can visit any of our branches for deposit and withdrawal services. If you wish to withdraw money, please remember to bring your passbook and your specimen seal. If you have applied for "PIN for Total Access to Withdrawals Service", please remember your PIN; otherwise, you will not be able to withdraw your money from any branch other than the branch where you opened your account. If you have a non-passbook deposit account (not applicable to Foreign Currency Deposit without Passbook), you must bring your ATM card for that account and have the correct withdrawal PIN to withdraw money from your account.
2. **【Exercise of Time Deposit Rights and Early Termination】** If you hold a time deposit, please bring the deposit certificate (if any) and the specimen seal to the Bank for withdrawal on the maturity date of the time deposit. Before the maturity date of the time deposit, you can also bring the deposit certificate (if any) and the specimen seal to terminate the contract or make a pledged loan. If the actual deposit period is less than one month, no interest will be paid. If it exceeds one month, the interest paid will be calculated at 80 percent of the Bank's published time deposit rate for the actual deposit period, using simple interest. However, if there is no published time deposit rate at the Bank for the actual deposit period, the interest paid will be calculated at 80 percent of the Bank's published time deposit rate for the next shorter term, using simple interest.
3. **【Features and Limitations of ATM Cards】** If you have applied for an ATM card, you can use it and your PIN to make deposits at any of our ATMs. You can also use any ATM of any bank in Taiwan to make withdrawals, transfer funds into predesignated accounts, pay taxes (fees), change your PIN, and check your account balance. If you wish to use your ATM card to make withdrawals abroad, transfers into non-predesignated accounts or domestic debit purchases, you must apply to the Bank in advance. In addition, there are limits on the amount of cash withdrawals, transfers and debits that can be made from your ATM card each time and each day you use your ATM card, so please pay close attention to the terms and conditions of the Bank's ATM Card Agreement.
4. **【Internet Banking Notes】** If you have applied for the Bank's Internet Banking service, please remember to change your password at the Bank's Internet Banking within one month from the date of application; otherwise, the Bank's system will cancel your original Internet Banking password, and you will not be able to log in and use the Bank's Internet Banking with your original password. You will have to request the Bank to reset your password to use the service again. In addition, to avoid unauthorized use of your account information, you are advised not to use public computers to conduct Internet banking transactions.
5. **【Reporting Lost or Stolen Deposit Certificates, Passbooks and Seals】** We remind you to keep your account passbooks, deposit certificates, specimen seals, ATM cards and PINs safe. In case of accidental loss, theft or robbery, you are advised to visit any of our branches as soon as possible with your identification documents (and original seals) to report the loss to prevent fraudulent use. Alternatively, you can temporarily register the loss by telephone, telephone voice or Internet banking, and then you must visit any of our branches within three business days to complete the remedial procedure in reporting the loss.
6. **【NTD Deposit Interest Calculation】** The Bank's published interest rates for all types of deposits are posted on the Bank's website and at the business halls of all branches. The interest for both NTD demand and time deposits is calculated with the number of days of actual deposit as the numerator and 365 days as the denominator. However, if the balance of your demand deposit is less than the amount prescribed by the Bank for the commencement of interest payment (10,000 NTD), the amount of the deposit on that day is not interest-bearing.
7. **【Interest Calculation and Risk of Foreign Currency Deposits】** To open a foreign currency demand deposit account with the Bank, account shall be opened at USD 0.00, and shall accrue interests only if the balance of deposit is equal to or over an equivalent of USD 100. Interest shall be calculated on a 365-day basis for GBP, HKD, SGD, THB and ZAR, and calculated on a 360-day basis for all other currencies. For foreign currency time deposit, the minimum deposit amount is equal to or an equivalent of USD 1,000. For time deposit with a maturity of one month or more, the interest shall be calculated on a 12-month basis and accrued on a monthly basis. Regarding time deposits with a maturity of less than (excluding) one year with a designated date, less than one month or fractional numbers of days, the interest 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. Since foreign currency deposits are subject to exchange rate risk, when the foreign currency you deposit depreciates in value in the future, the conversion of your foreign currency deposit into NTD will result in a reduction in the value. When making foreign currency transactions, please consider your own risk appetite, and pay attention to and comply with the relevant foreign exchange laws and regulations.
8. **【Disclosure of Fees and Charges for Deposit Services】** The fees and charges for deposit services at the Bank are attached to the Bank's General Agreement on Deposits and Related Services, as well as announced on the Bank's website and at each branch lobby. In the event of any adjustment to the fees and charges in the future, it will be announced on the Bank's website and at each branch lobby 60 days prior to the adjustment. Please take note.
9. **【Notes on Checking Accounts】** If you have opened a checking account, please be aware of the following matters:
  - (1) Deposits in your checking account are not interest-bearing, and you can only collect your deposits by issuing checks, using automated service devices, or authorizing the Bank to withhold payments of utility charges, interest and principal on loans or any other sums. Unless otherwise agreed between you and the Bank, the Bank will have priority in deducting fees and charges or withheld payments from your checking account. Please pay close attention to the balance in your checking account to avoid bounced checks due to insufficient checking deposits.
  - (2) The Bank will issue blank checks to you according to your deposits and use of the check. We remind you that the check is a liquid, marketable security. Please keep your blank checks and the specimen seal safe. In case of accidental loss or theft, please bring your identification documents (and the specimen seal) to the Bank as soon as possible to report the loss and apply for stop payment of the check or change of the seal.
  - (3) The checking account is a form of credit-bearing instrument. Therefore, after writing a check, you should deposit sufficient funds to cover the amount of the check before the due date of the check to avoid any bounced check and compromised negotiable instruments credit. In addition, the Bank will send you a statement of your checking account periodically. Please check the statement upon receipt and report to the Bank immediately if there is any problem.
  - (4) You may terminate the Check Deposit Contract with the Bank at any time. The Bank may also terminate the Check Deposit Contract at any time if the Bank deems it necessary or in the event that you are denied accessing to the Bank. Upon notice of termination by the Bank, you must come to the Bank within one month to settle/close your checking account and return any remaining blank checks. You will be responsible for any disputes arising from any unreturned blank check.
10. **【Deposit Insurance】** The total amount of your deposits with the Bank, excluding those with Offshore Banking Units (OBU), is protected by the Central Deposit Insurance Corporation (CDC) up to a limit of 3 million NTD, except that trust property applied to targets other than deposits and gold passbooks are not general deposit accounts, not interest-bearing, and not protected by the CDC.
11. **【Investment Risk of Gold Passbooks】** : Due to the rise and fall in international gold prices and exchange rates, investment may result in principal gain or loss, and the maximum loss may be the entire amount of the investment principal. Investors are advised to choose the timing of their investments prudently and bear the investment risk.
12. **【Services and Investment Risks of the Trust】**



- (1) You are fully aware of, and agree to, the terms and conditions of the trust fund transactions, and you agree to comply with the terms of the trust services, including the mutually agreed terms and the agreed terms of non-discretionary money trust investment in domestic and foreign securities.
  - (2) You should peruse the relevant information about the target of the investment and its requirements, and understand the risks of the investment (including but not limited to possible decline in value of the investment target, exchange rate risk, interest rate risk, credit risk, liquidity risk, and risks of suspension of redemption/withdrawal, termination, merger, and dissolution and liquidation of the investment target) before entrusting the trust funds to the Bank with instructions to apply them to the investment target, and you base your investment decisions and instructions on your own prudent judgment.
  - (3) The trust fund is not covered by deposit insurance, and investment of the trust fund involves investment risks. The maximum potential loss is the entire principal amount and possible interest payments. You invest at your own risk, and the Bank does not share the investment risk. You may not require the Bank to share any loss for any reason whatsoever. The past performance of investment targets does not guarantee their return, nor does it guarantee a minimum return on the investment targets.
  - (4) You will be entitled to all capital gains, yields and other earnings from the application and management of the trust fund, and you will also bear all risks, expenses and taxes associated with your investment. The Bank does not guarantee the principal of the trust and the returns on investments.
13. **【Services and Investment Risks of the Insurance Agency】**
- (1) Insurance products are protected by Taiwan Insurance Guaranty Fund in accordance with the Insurance Act and related regulations, but they are not bank deposits and are not protected by deposit insurance. The value of investment assets recorded in the exclusive books of investment-linked insurance products is not protected by the Life Insurance Guaranty Fund. Changes in tax laws and regulations may affect the investment return and benefit amount of insurance products.
  - (2) Rescission of contracts or non-continuation of payments for insurance products may be detrimental to consumers, so please be careful in selecting the insurance products that meet your needs.
  - (3) Investment-linked insurance products are subject to investment risks (including credit risk, market price risk, legal risk, exchange risk, etc.) and are not guaranteed to protect principal and interest. Pertaining to all investments linked to this product, the past performance of the issuer or manager of the investment targets does not guarantee future investment returns. Unless otherwise stipulated in the insurance contract, the Bank and the insurance company are not responsible for any profit or loss of the investment. The proposer is advised to peruse the product description before taking out insurance.
  - (4) The insurance products the Bank represents have been reviewed by qualified signatories of insurance companies and are in compliance with general actuarial principles and insurance laws. However, to ensure the rights and interests of consumers and based on the principle of parity and equality between insurance companies and consumers, consumers should still peruse the terms and conditions of the insurance policy and relevant documents and select insurance products prudently. If the insurance product is false or illegal, the insurance company and its responsible persons shall be held responsible according to the law.
14. **【Modification and Termination of the Contract】** You may request the Bank to close your account at any time, and you may also request or change the services related to your deposits at any time, provided that you comply with the Bank's regulations. In addition, you may not transfer or pledge your deposits to another person without the Bank's prior consent. In the event that the Bank determines that your account is being used inappropriately, the Bank may terminate the use of your ATM card, voice transfer, Internet transfer and other electronic payment transfers, and may repossess and nullify your ATM card, and restrict the transfer of funds into your account. If your account is reported by the judicial or police authorities as a watch-listed account, the Bank may suspend all transactions in your account and close your account directly. If the Bank discovers that you are a terrorist or a member of a group identified or pursued by an economic sanction, a foreign government or an international anti-money laundering organization, the Bank reserves the right to refuse to do business with you or to close your account directly. If you are unwilling to cooperate with the Bank's periodic review, or if you are unwilling to explain the nature and purpose of a transaction or the source of funds, the Bank reserves the right to suspend transactions, or suspend or terminate the business relationship with you.
15. **【To Comply with the U.S. Foreign Account Tax Compliance Act】** You consent to the collection, processing, use and international transfer of your personal information and the disclosure of your tax information and account information to domestic and foreign governmental authorities (including the government of the Republic of China and the federal government of the United States). If you do not consent to the provision of such information or if the information you provide is insufficient, the Bank shall classify your account as a "recalcitrant account" as required by law. We may directly withhold up to 30% U.S. tax on certain U.S. source income (e.g., U.S. source dividends, interest, royalties, rents, etc.) paid to or from the recalcitrant account. The Bank may also settle the withheld tax or terminate your deposits and related business contracts.
16. **【Complaint Channels】** If you are dissatisfied with the services or products provided by the Bank or have a dispute, you can lodge a complaint with the Bank by telephone (Bank's Customer Service Hotline 0800-688-168 ∙ 02-2182-1988), via email (service@yuanta.com), through the "Customer Feedback Form" (Business Reply Mail), in writing (Mail: No.157, Sec.3, Renai Rd. Daan Dist Taipei City, Taiwan or Fax: 02-7734-8958, Yuanta Commercial Bank Complaint Box) or in person at a branch.

Thank you for your patience in listening to or reading these notes. If you have any questions or concerns regarding the above descriptions, please refer to the "General Agreement on Account Transactions and Related Services" or feel free to contact our customer service representatives. We will explain in detail right away.



## General Agreement on Account Transactions and Related Services (Version 113-09)

The Contractor (hereinafter referred to as the Customer) agrees to comply with the following terms and conditions in connection with the account and business transaction services (including account transactions for deposits in NTD and foreign currency and gold passbooks, receipt and payment of funds, trust services, ATM/VISA ATM cards, telephone banking, Internet/mobile banking, funds management accounts, etc.) between the Customer and Yuanta Commercial Bank (hereinafter referred to as the Bank), to the extent that such services are applicable:

### Notes on Collection of Personal Data

To comply with the Personal Data Protection Act (hereinafter referred to as the PDPA) in the collection, processing or use of personal data, in accordance with Paragraph 1, Article 8 of the PDPA (or Paragraph 1, Article 9 if personal data is indirectly collected), the Customer (including the head/representative of the corporate account), and the Customer's legal representative, guardian (assistant) and agent are hereby informed by the Bank of the following:

1. **Categories of Personal Data**  
The information provided by the Customer in the documents, such as application forms and contracts for deposit, trust or gold passbook business with the Bank, or "personal data" as defined in Article 2 of the PDPA, such as the natural person's name, date of birth, nationality, ID number, passport number, U.S. tax ID and number, marriage, family, education, occupation, contact information, financial status, social activities, etc., collected from the Customer or third parties (e.g., the Joint Credit Information Center) during business dealings with the Bank, and other information that allows the individual to be identified, directly or indirectly.
2. **Purposes of Collection of Personal Data (as detailed in the following table)**  
Business dealings and other activities applied for by the Customer that are eligible for the Bank's business registration or approved by the competent authorities, such as fund management, customer service, marketing, auditing, risk management, money laundering prevention, or other activities (including, but not limited to, due diligence and reporting of personal information to domestic and foreign tax authorities) that comply with domestic or foreign laws and regulations (including the U.S. Foreign Account Tax Compliance Act and related inter-governmental agreements).
3. **Period, Subject, Region and Method of Use of Personal Data**
  - (1) **Period:** duration of the specific purpose for which personal data is collected, retention period stipulated by law or contract (e.g. the Business Entity Accounting Act), retention period necessary for the Bank to conduct its business.
  - (2) **Subject:** the Bank, the Bank's co-promotional partners, other institutions that have business dealings with the Bank, authorities with investigative or financial supervisory powers under the law, domestic and foreign tax authorities, third parties for whom/which provision of such personal data is required by law, or subjects with the Customer's consent in writing.
  - (3) **Region:** the business premises of the Bank and institutions with which the Bank has business dealings, locations of third parties for whom/which provision of such personal data is required by law, locations of domestic and foreign government agencies, or locations of subjects with the Customer's consent in writing.
  - (4) **Method:** in writing, by fax, by telephone, by electronic document, by Internet and by other automated or non-automated means of use.
4. **During the period when the Bank retains the Customer's personal data, the Customer may exercise the following rights in respect of his/her personal data retained by the Bank in accordance with Article 3 of the PDPA:**
  - (1) Except for the exceptions stipulated in the proviso of Article 10 of the PDPA, the Customer may inquire, request to read, and request to produce copies from the Bank, but the Bank may charge necessary costs and fees in accordance with the provisions of Article 14 of the PDPA.
  - (2) The Customer may request the Bank to make additions or corrections to his/her personal data. However, in accordance with Article 19 of the Enforcement Rules of the PDPA, the Customer shall explain the reasons and facts adequately.
  - (3) If the Bank collects, processes or uses personal data in violation of the PDPA, in accordance with Paragraph 4, Article 11 of the PDPA, the Customer may request the Bank to stop collecting, processing, using or deleting the personal data.
  - (4) Where the accuracy of personal data is in dispute, in accordance with Paragraph 2, Article 11 of the PDPA, the Customer may request the Bank to stop processing or using his/her personal data, unless, pursuant to this proviso, it is necessary for the Bank to carry out its duties or business, or the Bank has obtained a written consent of the individual concerned, and the dispute is noted.
  - (5) In accordance with Paragraph 3, Article 11 of the PDPA, the Customer may request the Bank to delete, or cease processing or using the personal data when the specific purpose for which the personal data was collected no longer exists or upon expiration of the relevant time period, unless, pursuant to this proviso, it is necessary for the Bank to conduct duties or business, or the Bank has obtained a written consent of the individual concerned.
  - (6) If the Customer wishes to exercise any of the rights stipulated in Article 3 of the PDPA, the Customer may contact the Bank via Customer Service Hotline 0800-688-168 or inquire any of the Bank's business units for more information on how to exercise the rights.
5. The Customer is free to choose whether or not to provide the relevant personal data and types of information. However, if the personal data and types of information the Customer refuses to provide are required for business audits or operations, the Bank may not be able to carry out the necessary business audits or operations and therefore may not be able to provide the Customer with relevant or better services.
6. The Customer acknowledges and understands that if the Customer refuses to consent to the provision of information about the Bank's various businesses, or financial products or services, or to the sending of information about consumer, marketing or promotional activities of the Bank's various businesses, the Bank will not be able to provide such information for the Customer.

Table:

Business Category	Description of Specific Purpose	
	Business Specific Purpose/Code	Common Specific Purpose/Code
Deposits and Remittances: Deposits in NTD and Foreign Currencies	022 Foreign exchange 036 Deposits and remittances 067 Credit cards, cash cards, debit cards or e-tickets 082 Integrated management of deposit and loan account operations 106 Credit 112 Bill exchange 154 Credit investigation (checking accounts) 181 Other businesses performed within the scope of the business registration or as defined in the articles of incorporation (e.g. safe deposit boxes, e-banking, collection and payment agency, foreign currency note and traveler's check trading, collection and purchase of foreign currency bills, co-marketing or joint promotions, etc.).	040 Marketing (including co-marketing of financial holding companies) 059 Collection, processing and use of personal data by the financial services industry in accordance with the laws and regulations and the needs of financial supervision 060 Financial dispute resolution 061 Financial supervision, administration and inspection 063 Collection, processing and use of personal data by non-government agencies in accordance with statutory obligations 069 Management of contracts, quasi-contracts or other matters relating to legal relations





Wealth Management: 1. Trust Services 2. Gold Passbooks	022 Foreign exchange 036 Deposits and remittances 044 Investment management 068 Trusts 082 Integrated management of deposit and loan operations of debit accounts and deposit accounts 166 Securities, futures, securities investment trusts and related consultations 094 Property management 181 Other businesses performed within the scope of the business registration or as defined in the articles of incorporation	090 Consumer and customer management and services 091 Consumer protection 095 Tax administration 098 Information on commerce and technology 104 Accounting management and credit transactions 113 Disposition of complaints, petitions and offence reports 136 Management of information (communication) and databases 137 Security and management of information and communication 148 Internet shopping and other e-commerce services 157 Surveys, statistics and research analysis 177 Other financial management operations 182 Other advisory and consulting services
Insurance Agency	065-Insurance brokerage, agency and notaryship 001-Life insurance 093-Property insurance	

**The Customer agrees to comply with the U.S. Foreign Account Tax Compliance Act (FATCA)**

1. The Customer understands that any misrepresentation of U.S. tax status will be a violation of U.S. law and may result in penalties. The Customer agrees that he/she will truthfully report his/her tax status under the U.S. tax laws and sign the IRS form W-9, W-8BEN or W-8BEN-E, as applicable, or non-U.S. taxpayer statements, and provide the Bank with the required documents in accordance with the U.S. tax laws. In addition, the Customer agrees that he/she shall take the initiative to notify the Bank within 30 days of any change in his/her U.S. tax status and reissue the above documents to the Bank. U.S. tax status (including but not limited to U.S. citizens, green card holders, other U.S. tax residents as defined by the U.S. tax laws, corporations registered in the U.S., branches or offices of U.S. corporations in Taiwan, etc.) is defined in accordance with the U.S. tax laws. The Customer also agrees that the Bank may assist the Customer in declaring that the Customer is not a U.S. taxpayer by presenting relevant documents to U.S. tax withholding agents on behalf of the Customer.
2. To comply with the U.S. Foreign Account Tax Compliance Act, the Customer agrees to the collection, processing, use and international transmission of the Customer's personal information [including name, address, Taxpayer Identification Number (TIN), U.S. corporate active shareholder information, account number, account balance or current value], including but not limited to the disclosure of the Customer's tax information and account information to domestic and foreign government agencies (including the government of the Republic of China and the U.S. federal government). If the Customer does not agree to provide such information or provides insufficient information, the Bank shall classify the Customer's account as a "recalcitrant account" as required by law and directly withhold 30% U.S. tax on all payments made to or from the said recalcitrant account from specific U.S. sources (including but not limited to U.S. source dividends, interest, royalties, rents, etc.). The Bank may also settle the withheld tax or terminate the deposit and related business contracts with the Customer.
3. Where the Customer fails to perform or breaches the aforementioned terms, the Customer agrees that the Bank may make such dispositions as may be necessary with respect to the Customer's account rights, including but not limited to U.S. tax withholding or termination of account services, and the Customer agrees to indemnify the Bank against any expenses, losses, penalties, or other similar amounts that may be incurred or paid by the Bank as a result of any failure to comply with applicable U.S. tax laws.

**Guidelines governing anti-money laundering and counter-terrorism financing**

The Customer agrees that for the purpose of preventing money laundering and combating the financing of terrorism, the Bank may conduct the following measures (including but not limited to scheduled and/or unscheduled reviews, investigations and reporting) in accordance with the Money Laundering Control Act, the Counter-Terrorism Financing Act, the 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 the Regulations Governing Anti-Money Laundering of Financial Institutions of the R.O.C:

1. When the Customer is a corporate account,
  - (1) The Customer 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 Customer is correct, and the Customer shall initiate the change with the Bank if there is any subsequent change.
  - (2) The Customer shall declare whether bearer shares may be issued. Where bearer shares have been issued, the bearer shares shall be converted to registered shares, or deposited with a regulated financial institution or professional intermediary, or the shareholder with control of the bearer shares shall be required to notify the Customer to ensure that the beneficial owner is updated.
2. The Bank shall not be liable to the Customer or the Customer's affiliates (including but not limited to corporate representatives, top-level managers, beneficial owners, legal representatives, guardians, auxiliaries, or authorized persons) for any damages under the following circumstances:
  - (1) Where the Bank discovers that the Customer or any of the Customer's affiliates is an individual, a legal entity or a body of persons subject to economic or trade sanctions imposed by any country or international organization, or a terrorist individual or group identified or pursued by the government of the Republic of China or by a foreign government or international organization, the Bank reserves the right to refuse to conduct business with the Customer or to close the account without further notice to the Customer.
  - (2) During the course of or after the establishment of the business relationship, as well as in connection with any scheduled and/or unscheduled reviews by the Bank, any transactions between the Customer and the Bank, or when the Bank deems it necessary (including, but not limited to, when the Customer is suspected of unusual transactions, involvement in illegal activities, money laundering or financing of terrorism or weaponry proliferation, or special cases of illegal activity reported in the media), the Bank may require the Customer to provide the necessary information (including such personal information as may be necessary for the review) about the Customer and the Customer's associates 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 reserves the right to suspend business relationships and transactions, or terminate business relationships or close the account without further notice to the Customer if the Customer refuses to provide or delays in providing the aforementioned information or if the Bank deems it necessary (e.g., risk control, the Customer is involved in illegal activities, the Customer is suspected of being involved in money laundering or financing of terrorism or weaponry proliferation, or special cases where the account is associated with illegal activity reported in the media, or the Bank is aware that the Customer has been rejected by another financial institution, or the Customer's identity has been terminated).
  - (3) Where the Customer is suspected of money laundering, is subject to economic or trade restrictions/sanctions imposed by any country or international organization, is 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 Customer and the Bank, information relating to the Customer and the Customer's associates to the Bank, its branches, its affiliates and other parties to whom the Bank may be legally obligated or authorized by the 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 law, competent authorities or legal process.

The Customer agrees to abide by the provisions of the Regulations Governing the Implementation of the Common Standard on Reporting and Due Diligence for Financial Institutions (hereinafter referred to as "CRS"):

1. The Customer understands that the Bank is required by the CRS to collect, review and report specific information regarding the identity of the



account holder as a tax resident. The CRS is established in accordance with Paragraph 6, Article 5-1 of the Tax Collection Act, the contents of which are based on the Common Standard on Reporting and Due Diligence published by the Organization for Economic Cooperation and Development (OECD). The Bank is required by law to obtain self-certification from the account holder to identify the country/region in which the account holder resides for tax purposes. The Bank shall also submit the identification information and other information on the account provided by the Customer to the tax authorities of the Republic of China, and provide the information to the tax authorities of other countries/regions through a government-to-government exchange of financial account information for tax purposes.

2. The Customer agrees to comply with CRS regulations (violators will be subject to fines by the tax authorities) and to provide the Bank with accurate and continuously valid identification information. If the information provided is inaccurate or incomplete due to changes in account status (e.g., change in the account holder's tax resident status), the Customer shall voluntarily notify the Bank within 30 days of the change and provide updated self-certification documents.
3. Where the Customer fails to perform or breaches this provision, the Customer agrees that the Bank may dispose the Customer's account as necessary, including but not limited to terminating the account services. The Customer shall also indemnify the Bank from and against any expenses, losses, penalties or other similar types of sums that may be incurred or paid by the Bank as a result of any failure to comply with CRS requirements and regulations.

#### **I. Common Services**

1. When the Customer opens an account, matters such as account name, specimen seal, types of deposits and businesses that can be applied for, and other incidental businesses related to this Agreement shall be handled in accordance with the relevant laws and interpretations of the Republic of China and the regulations of the Bank.
2. The Customer shall notify the Bank of any change to the information the Customer has on file with the Bank in writing with the Customer's specimen signature and seal or in a manner acceptable to the Bank. The Bank will not be liable for any inconvenience or other effects caused to the Customer if the change is not applied for in accordance with the Bank's procedures. When changing the name, the Customer must complete the procedures for changing the name and the seal; otherwise, the Bank has the right to refuse to provide further services.
3. When depositing or withdrawing funds at the Bank's business units, the Customer should present the passbook, deposit slip, withdrawal slip or certificate of deposit, or follow the agreed way, and withdrawals should be based on the Customer's seal or signature left on file with the bank. In the event that the account number, account name, date or amount of the deposit/withdrawal slip is filled in by another person, the Customer should check that the wording is correct before leaving the counter, and the Customer is responsible for this. The Customer should make an agreement with the Bank in advance for NTD passbook-less withdrawals (personal accounts are required to leave an email address on file and agree that the statements will be sent by email), and then the Customer may withdraw funds only with the specimen seal and the withdrawal slip without presenting the passbook. Passbook-less cash withdrawals can only be made at the branch to which the deposit account belongs, and the space for the depositor's signature on the withdrawal slip, in addition to the specimen seal, must be signed and confirmed by the Customer (the personal account holder, or the responsible person or representative of the non-personal account) in person.
4. The Customer should take good care of the specimen seal required for withdrawal, passbook, certificate of deposit or blank bills issued by the Bank. In case of loss, theft, robbery or other circumstances resulting in dispossession, the Customer should immediately follow the Bank's regulations to report the loss and stop payments. Before the Bank accepts the application for reporting the loss and stopping payments, if the Bank has exercised due care and diligence of a bona fide steward to verify and determine that it is the specimen seal left on file by the Customer, the Bank is still liable to pay the Customer for the amount paid.
5. The Customer's account may be credited by cash, bank transfers or negotiable instruments approved by the Bank. All negotiable instruments deposited must be disbursed upon receipt unless the Bank has authorized a credit. In the event of dishonored bills/checks or dispute, the Bank may deduct or replenish the same amount from the Customer's deposit account without prior notice. In the event of an unpaid instrument, the Customer shall recover the amount of the instrument by himself/herself and the Bank is not obligated to secure the rights of the dishonored bill on behalf of the Customer.
6. Where an accident occurs during the delivery of the negotiable instrument deposited for collection by the Customer to the drawee bank, or the financial institutions entrusted by the Bank to collect the instrument is unable to collect on behalf of the Bank or the payment is delayed or insufficient due to an accident or other reasons, the Bank shall not be liable for any damages unless the accident is caused by the Bank's intention or negligence. In the event that the entrusted instrument is stolen, lost or destroyed in transit, the Customer agrees to authorize the Bank or the drawee bank to act on his/her behalf in accordance with the intent of Article 19 of the Negotiable Instruments Act and Article 14 of the Regulations on Handling of Reporting Lost Instruments and Stopping Payments to handle lost instruments and stopped payments and request public disclosure dunning and invalidating judgment, and the Customer agrees that when the full face value of the instrument in the drawer's account is paid, the invalidating judgment will be used by the drawee bank as evidence to offset the account funds after the payment is obtained.
7. The customer understands and agrees that, unless otherwise agreed, the Bank may, based on the nature of banking services or the Bank's internal management needs, in accordance with laws and regulations, regulations of the competent authority or the agreement of the business products, for the customer's banking business transactions such as deposits, debit cards, lending, foreign exchange, telephone banking, online/mobile banking, trust, wealth management, gold passbooks, etc., with the Bank at present and in the future, send or provide a comprehensive statement of accounts (i.e. a statement that provides an overview of the accounts between the customer and the Bank and related transaction details, hereinafter referred to as the "statement") for inquiries. The methods of sending the statement consist of e-mail (hereinafter referred to as "electronic statement") and paper-based postal mail (hereinafter referred to as "physical statement"). The customer may apply to the Bank and choose one of the methods for the Bank to send the statement. If the customer does not receive the current statement, the customer should notify the Bank immediately. Unless otherwise exempted by law, the Bank will withhold the deposit interest income tax or the second-generation national health insurance (NHI) premium on behalf of the Customer as required by law. If the Customer is eligible for tax exemption or NHI exemption, the Customer should complete tax exemption procedures or provide supporting documents before being exempted from withholding.
8. **The Customer agrees to comply with the standards set by the Bank with respect to the payment of all sums and charges due by the Customer under this Agreement, and any restrictions or regulations imposed by the Bank on the conduct of transactions and services. The Customer agrees that the Bank may, without prior notice, directly debit the Customer's deposit account for the payment of principal, interest, penalty fees, handling fees, account management fees, postage and wire transfer charges, acceptance fees, discount interest, commitment fees, penalty fees for dishonored bills/checks, record fees for dishonored bills, fees for dishonored deposited bills/checks and other necessary amounts due to the Bank. Unless otherwise agreed, the service charges follow the rates listed in the appendix of this Agreement. When adjusting the fees and charges, unless the adjustment is beneficial to the Customer, the Bank shall prominently display at the Bank's place of business and website or notify the Customer of the adjustment 60 days prior to the effective date.**
9. Where a deposit made by another person is mistakenly credited to the Customer's account due to miswriting of the account number or account name, or a deposit is made to the Customer's account due to an error in the Bank's handling of the deposit, upon discovery, the Bank may directly deduct the amount from the Customer's account to correct the error without prior notice. If the deposit has been used, the Customer shall return it immediately upon the Bank's notice.
10. The Customer understands and agrees that the Bank may provide account numbers, account names and ID numbers to the third party to make a payroll transfer and to transfer funds into the Customer's deposit account. Any dispute arising from failure to provide information to the third party in time during the processing period has nothing to do with the Bank and should be handled by and between the Customer and the third party. After the Bank, instructed by a third party, makes a payroll transfer, escrow deposit, bulk remittance or block transfers to move funds from the third party to the Customer's deposit account, if the third party submits a written request to the Bank that the information provided by the third party is incorrect, causing a misdirected entry, overpayment, double entry or other similar circumstances resulting in a credit to the Customer's deposit account and the Bank is required to deduct the funds from the Customer's deposit account, or when the Bank needs to correct a batch of accounting errors, even if the Customer's deposit account has no erroneous entries, overpayments, duplicate entries or other similar circumstances, the Bank may deduct the original deposited funds from the Customer's account without prior confirmation or notice to the Customer, and the Customer may not object. If the funds have been withdrawn from the account, the Customer shall return the funds without delay upon notice from the Bank. If any dispute arises from this, it is between the Customer and the third party and has nothing to do with the Bank.
11. **Except for negotiable time deposits, the Customer's deposits may not be transferred or pledged to others without the Bank's prior approval. If the Bank determines that the account is being used improperly, the Bank may immediately terminate the Customer's use of the ATM card,**



voice transfer, Internet transfer and other electronic payment transfers, and the ATM card may be nullified. The Bank may also restrict the account's ability to transfer or remit funds in or out, or the Bank may suspend the account's trading functions and settle the deposits without prior notice upon notification from the judicial or police authorities that the account is a watch-listed account.

12. Where the daily final balance of the NTD demand deposit reaches the interest-bearing threshold (currently, NTD 10,000 for the demand deposit and NTD 10,000 for the savings deposit), the interest is calculated and accrued in whole dollars; balances below the threshold do not yield interest. Interest accrues at the Bank's daily billing cutoff time as the switching point, and the balance of deposits at the switching point is the interest base. Interest is calculated at the Bank's published interest rate. Interest is calculated semi-annually (June 20 and December 20) and transferred to the original account on the following day (no postponement on public holidays). However, if the interest settlement date falls on a bank holiday, the Customer understands and agrees that the Bank will adjust the interest payment amount on the next interest payment date or when the original account is closed, if the Customer uses automated equipment to conduct transactions after the billing cutoff time on the business day before the interest settlement date and before the billing cutoff time on the interest settlement date, causing change in the above-mentioned interest payment amount. The starting point for calculating interest on time deposits is NTD 100; interest payments for interest-bearing deposits are denominated in whole dollars. The starting point and the unit of interest calculation for time savings deposits are both in NTD.

For transactions made by the Customer after the daily billing cutoff time and on holidays (including non-business days), transaction records related to the deposit account (including but not limited to passbooks and deposit statements) are recorded on the next business day. The daily billing cutoff time is 22:00. The time of receipt of the transaction file or data by the Bank's host system determines whether the transaction exceeds the daily billing cutoff time.

#### 13. Foreign Exchange Risks

- (1) The exchange rate applied to foreign exchange transactions shall refer to the Bank's published exchange rate at the time of transaction. In the event of severe fluctuations in the foreign exchange market, the Bank may suspend the processing of foreign exchange transactions or restrict the exchange of specific currencies.
- (2) The Customer shall be responsible for the risks (including but not limited to exchange rate volatility, politics and country) related to currency conversion. In the occasion of transaction converting from one foreign currency into NTD or another foreign currency, the Customer may suffer losses, the Bank does not share the profit and loss or guarantee any investment returns. The Customer 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 majeure circumstances such as natural disasters, earthquakes, war, or due to factors not attributable to the Bank such as foreign exchange control or loss of circulation of the original currency, the Customer agrees that the Bank may pay in other foreign currencies or in NTD.
- (4) The forecasting of exchange rate and economic prediction provided by the Bank is based on the situation of the market within specific time and currency. The information is for reference only, and shall not be deemed as guarantee of investment gain.
- (5) Customers must take the purpose of holding foreign currency and whether to include multiple currency strategy into consideration for foreign currency transactions. In contrast to diversifying investment position, the greater risk would be bore if the investment is excessively concentrated. Therefore, the Customer must review the position of overall assets thoroughly, to ensure it is in line with his/her financial status, needs and goals. The Bank is not obliged to monitor the Customer's profit and loss. The Customer must manage his/her accounts and decide whether to adjust the investment position.

#### 14. Foreign Exchange Declaration

- (1) The Customer's application for transactions related to foreign exchange shall comply with the Regulations Governing the Declaration of Foreign Exchange Receipts and Disbursements or Transactions promulgated by the Central Bank. In carrying out any transaction under this Agreement involving for the settlement of purchase or sale of foreign exchange which is required to be reported to the Central Bank, the Customer shall make a truthful declaration and fill in the Declaration Statement of Foreign Exchange Receipts and Disbursements or Transactions. Untruthful declarations are subject to a certain amount of fine pursuant to the Foreign Exchange Regulation Act.
  - (2) To the extent permitted by the relevant laws and regulations, the Bank will perform all the relevant reporting procedures on behalf of the Customer, which the Customer fully acknowledges and has no objection. If the Customer appoints a trustee to act on his/her behalf, the trustee should attach the power of attorney issued by the Customer and the identification documents of the Customer and the trustee for the Bank's verification, and file the declaration in the name of the Customer.
  - (3) The Bank has no obligation to verify the balance of the Customer's annual conversion allowance then available; provided that should the Bank become aware of any non-availability of such allowance, the Bank shall be entitled to refuse to execute relevant transactions. If any transaction exceeding the annual conversion allowance has been already executed, the Customer shall be solely responsible and the Bank may cancel the transactions by any means as the Bank deems appropriate.
  - (4) The Customer hereby warrants that all purchases and sales of foreign exchange are made in accordance with the laws and regulations and government policies, and that the contents of the declaration statement are true and correct. The Customer shall be liable for any losses (including but not limited to penalties imposed by competent authorities) suffered by the Bank.
15. The foreign currency cash which the Customer may withdraw, deposit or apply for outward remittance shall be restricted to the prevailing currencies, such handling and processing fees shall be charged in accordance with the fee schedule prescribed by the Bank.
16. The Customer may make withdrawal of funds by written application confirmed by the Bank's staff, or by using automated services (ATMs, telephone banking, Internet/mobile banking and other electronic payment tools), or by entrusting the payment of funds (including but not limited to the Customer's own credit card payments and tax payments) to the Bank, in the same way as effective as withdrawal of funds by the Customer's passbook and withdrawal slips with the original seal or signature, or other contracted means. In the event of a dispute over withholding of payments, the Bank shall not be liable for verification.
17. If the Customer's account is contracted for withholding of payments, the order of withholding is in accordance with the Bank's computer operation and the Customer has no objection. If the Bank is unable to withhold payments due to insufficient funds, court seizure or other force majeure reasons, the Bank may not withhold payments. The Customer shall be solely responsible for any resultant loss.
18. The Customer may make appointments at the counter or use automated services such as telephone banking, Internet/mobile banking, and other electronic payment tools to transfer funds into and out of his/her account at a future date. Before making an appointment to transfer funds through automated services, the Customer shall present his/her identification documents and original seal to any of the Bank's business units to apply for telephone banking, Internet banking or other electronic financial services. In the event of a major natural disaster on the day of the scheduled transfer, the Bank may execute the transfer on the next business day if the competent authorities declare that some or all of the Bank's business units are closed.
19. The Customer may predesignate payee's account(s) of Internet banking by using E-Counter online, while he/she may also predesignate payee's account(s) of ATM and Internet banking by visiting any of the Bank's business units. The total sets of predesignated account(s) for each channel are limited to 50. The Customer may only predesignate payee's account(s) by visiting any of the Bank's business units and provide relevant documents regarding the purposes of predesignating the accounts if there are more than 50 predesignated accounts needed for each channel. The Bank should review the documents before accept the requirement. Still, the total sets of predesignated payee's account(s) for each channel are limited to 100.
20. After the Customer uses the deposit account to make a transaction, including using the ATM card to deposit or withdraw funds or using the ATM card, ATMs, telephone banking, Internet/mobile banking or other electronic payment tools to execute transfers, the balance of the transaction record will be based on the balance in the main file of the Bank's computer if the balance in the passbook or statement is not consistent with the balance on the Bank's computer due to computer failure, disconnection, etc. before the transaction record is replenished. However, if the Customer examines the transaction record submitted by the Bank and identifies discrepancy, the Bank shall correct the discrepancy if the Bank verifies that the recorded amount or the balance is incorrect.
21. When the Customer uses automated service devices (ATMs, telephone banking, Internet/mobile banking or other electronic payment tools) to withdraw funds and transfer into another account, the withdrawal is processed in the way of passbook-less entries so that it is as effective as a withdrawal made by presenting the passbook, filling out a withdrawal slip and affixing the specimen seal. When the Customer transfers funds into another account, it is the automatic transfer of the full amount of the withdrawal to a predesignated deposit account. The Customer agrees to pay the handling fee in accordance with the Bank's regulations and authorize the Bank to debit the Customer's contracted account. Each time the Customer transfers funds to a predesignated deposit account (including preregistered deposit accounts), the deposit account is verified by the depositor to be correct. If the number of the predesignated deposit account is incorrect, causing the funds to be transferred to another person's account, the depositor shall be solely responsible for any loss incurred, and the Bank will not be liable for any correction or restitution.
22. Where the Customer uses automated services (ATMs, telephone banking, Internet/mobile banking or other electronic payment tools) to transfer funds to





- a checking deposit account, the Bank may dishonor the check without prior notice in the event that the transaction exceeds the Bank's cutoff time for dishonored checks operation, and the Customer shall be solely responsible for any liability incurred, nothing to with the Bank.
23. Where the Customer is in default in any business dealings with the Bank, or if any of the Customer's liabilities (not limited to those under this deposit) becomes due and unpaid, or if for any other reason the Customer is subjected to a lawsuit brought by the Bank or by any person requesting provisional attachment, provisional injunction, enforcement, bankruptcy, reorganization, cessation of business, or other legal penalties that place the Bank at risk of non-payment, and the Bank has contractually asserted the right to treat all debts as fully due and payable, the Bank may give notice of the set-off assertion and prepay all deposits and debts held by Customers with the Bank, and set off such prepayments against all debts owed to the Bank.
- The checking deposit business between the Customer and the Bank is subject to settlement by either party at any time according to mutual agreement. Therefore, the Customer agrees that the Bank may terminate the checking deposit contract and settle the discharged check deposit and claim set-off in accordance with the aforementioned agreement when the debt is deemed due as described in the aforementioned provision.
- The Bank's assertion of set-off in accordance with the preceding two paragraphs means that the Bank shall give notice in the manner agreed upon in Article 20 of the Common Services, and that set-off shall commence upon posting of a credit and shall be retroactive to the time of initial set-off. In the meantime, any certificate of deposit, passbook or other documents issued by the Bank to the Customer shall be ineffective for the purpose of set-off.
24. Where the Customer is an incapacitated person or a person with limited capacity and his/her legal representative enters into this Agreement on behalf of or with the consent of the Customer, the legal representative agrees that the Customer shall be responsible for any subsequent interactions in connection with the opening of the Customer's account or any additional financial services provided by the Bank (such as withdrawals or transfers of funds using automated services). Any subsequent disputes arising from this agreement shall be the responsibility of the legal representative and shall have nothing to do with the Bank; in addition, the legal representative shall be jointly and severally liable for any damages caused to the Bank. The legal representative shall not be liable for any damages unless he/she is able to prove that his/her supervision has not been negligent.
25. The Customer agrees to use the contact information (including but not limited to email address, fax, telephone number and address) specified at the time of signing the contract as the delivery point for relevant notices. If there is any change in the Customer's contact information, the Customer shall notify the Bank in writing or by other agreed means immediately and shall agree to use the changed contact information as the delivery point. If the Customer does not notify the Bank of the change in his/her contact information in writing or by other agreed means, the Bank will use the contact information specified at the time of signing the contract or the contact information last provided to the Bank as the delivery point. The Bank may deliver notices to the Customer by email, fax, telephone or in writing. Notices to the Customer by email, fax and telephone shall be deemed to have been served once sent by the Bank. Written notices given by the Bank to the Customer shall be deemed to have been served after the usual postal period. The Customer shall be responsible for any inconveniences, damages or other effects caused by the failure of the Customer to apply for change in his/her contact information in accordance with the Bank's procedures.
26. When the Customer closes the account, the account will automatically cease to be subject to the terms and conditions of this Agreement upon completion of the aforementioned procedures.
27. The Customer (including the responsible person/representative of the corporate account) understands and agrees that the Bank, the Joint Credit Information Center, the Small and Medium Enterprise Credit Guarantee Fund of Taiwan (Taiwan SMEG), Taiwan Clearing House, Financial Information Service Co., Ltd., the National Credit Card Center of R.O.C., card internationals and other institutions designated by the Bank's authorities and institutions doing business with the Bank may collect, process or internationally transmit and deliver to each other information about the Customer (including the responsible person/representative of the corporate account) for their business purposes or as permitted by law, and may provide such information to any person appointed by the Bank to handle business-related matters or the Bank cooperates with in compliance with law.
- The Customer (including the responsible person/ representative of the corporate account) understands and agrees that within the specific purpose of preventing fraud and abetting money laundering, the Bank may collect, process and use, if any, the information of the predesignated payee's account(s), how many times the account(s) was predesignated, the account number(s) of the Customer of the Bank and how many times the account(s) was predesignated. Furthermore, the Customer agrees to provide the foresaid personal information for the payee's bank(s) within the process of designating account(s). The Customer agrees that Financial Information Service Co., Ltd may collect, process and use the foresaid personal information within the purpose of exchanging financial information between financial institutions.
- In the event that the Customer is a minor or a person declared to be under guardianship (assistance) and the Customer's legal representative or guardian (assistant) has entered into this Agreement on behalf of or with the consent of the Customer, or the Customer has appointed an agent to enter into this Agreement on the Customer's behalf, the Customer's legal representative, guardian/assistant or agent understands and agrees that the Bank and the Joint Credit Information Center may collect, process, use and internationally transmit the Customer's personal information within the scope of business purposes or as permitted by law, and may provide the Customer's personal information to any person appointed by the Bank to handle business-related matters or the Bank cooperates with in compliance with law.
- The above information will be retained until five years after the expiration of the rights and obligations between the Customer and the Bank, except for the basic information of the Customer, transaction history information and outstanding debt information, which the Bank may keep permanently. If the Customer discovers any errors or disputes in the above information, the Customer agrees to submit relevant supporting documents to the Bank for making corrections or dispute notes.
- The Customer understands and agrees that the Bank may provide the Customer with marketing information about the Bank's products/services for business purposes or as permitted by law, and that the Bank may outsource bank statements services for business needs.
28. The Customer understands that the Bank and the subsidiaries of Yuanta Financial Holding Co., Ltd. (as posted on the Yuanta Financial Holding Co., Ltd. website) to which the Bank belongs may file, disclose, refer or cross-utilize the Customer's name and address for joint marketing purposes or as permitted by law.
- If there is any change to the Customer's personal information, the Customer may notify the Bank of the change at any time and request the Bank to make revisions accordingly. The Customer may also ask the Bank to cease cross-utilization of his/her personal information through the Bank's customer service hotline 0800-688-168 at any time. The notification will be processed immediately upon delivery to the Bank, and the cross-utilization will be discontinued within a reasonable period of time for the Bank's system and operation.
- The subsidiaries of Yuanta Financial Holdings Co., Ltd. include Yuanta Securities Co., Ltd., Yuanta Commercial Bank Co., Ltd., Yuanta Life Insurance Co., Ltd., Yuanta Futures Co., Ltd., Yuanta Securities Investment Trust Co., Ltd., and Yuanta International Insurance Brokers Co., Ltd. Any future additions or deletions will be announced on the website of Yuanta Financial Holding Co., Ltd. and prominently displayed in the business premises of the Bank.
- The Customer hereby agrees that the Bank may provide the marketing information of the products of deposit, loan, credit card, insurance and financial investment by phone, and may request to terminate telemarketing at any time. The channel of termination includes but not limited to: 1. the phone call of telemarketing. 2. the Bank's customer service hotline: 02-21821988 or 0800-688-168, FAX: 02-7734-8958), or E-mail: service@yuanta.com 3. by visiting any of the business units of the Bank.**
29. The interest on the Customer's NTD deposits is calculated pro rata using the number of days of the actual deposit as the numerator and 365 days as the denominator, and is rounded to the nearest dollar.
30. The Customer's business with the Bank is protected by the Central Deposit Insurance Corporation to the extent that it is subject to the deposit insurance requirements of the Deposit Insurance Act.
31. When the number of the Customer's NTD or foreign currency passbook transactions reaches 100 without passbook registration, the passbook transaction details will be automatically concentrated and recorded by the Bank. When the passbook is replenished and printed in the future, only one debit and one credit of the recorded transactions will be printed by the Bank after concentration and combination. The Customer may apply for printing of the actual transaction details at any of the Bank's business units or by other means provided by the Bank. The Bank may adjust the number of transactions combined and recorded in the passbook without passbook registration 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.
32. Unless otherwise agreed in this Agreement, in the event of litigation between the Customer and the Bank arising out of this Agreement, both parties agree that the district court of the location of the account opening bank or the head office shall be the court of first instance; however, the application of courts of jurisdiction pursuant to Article 47 of the Consumer Protection Act or "Small-Claim Proceeding" prescribed in Article 436-9 of the Taiwan Code of Civil Procedure shall not be excluded.
33. This Agreement and its annexes are all part of the contract. Any matters not covered herein shall be governed by the relevant laws and regulations and the Bank's regulations, and may be supplemented or amended in writing by mutual agreement of the parties.
34. After the contract is signed, in cases where the Bank adds, amends or adjusts any business service or the provision of this Agreement, the Customer agrees that the Bank may notify the Customer by any means, such as business location announcement, website announcement, telephone notification, written notification, e-mail, passbook entry, bank statement printing, ATMs screen display or newspaper announcement,



unless otherwise prescribed by laws and regulations or competent authorities or otherwise agreed in this Agreement. If the Customer does not terminate this Agreement and continues to do business with the Bank, the Customer shall be deemed to agree to and willing to comply with the terms and conditions of such new or modified business services. However, if the Bank adjusts the interest accrual threshold, account management fee or other related amounts or conditions, the Bank shall notify the Customer 60 days in advance.

35. Unless otherwise agreed, either the Customer or the Bank may at any time terminate or change the deposit and business transaction services under this Agreement pursuant to the Bank's relevant regulations. Upon the termination of the contract, the related services will be terminated accordingly. If there is any unused balance then, the Customer may come to the Bank to collect it, or the Bank may refund the unused balance to the Customer after deducting the relevant operating costs (according to the fee schedule announced by the Bank) in a manner agreed by the Bank.
36. If the Customer is dissatisfied with the services or products provided by the Bank or has a dispute, the Customer can lodge a complaint with the Bank by telephone (Bank's Customer Service Hotline 0800-688-168), via email (service@yuanta.com), through the "Customer Feedback Form" (Business Reply Mail), in writing (Mail: No.157, Sec.3, Renai Rd. Daan Dist Taipei City, Taiwan or Fax: 02-7734-8958, Yuanta Commercial Bank Complaint Box) or in person at a branch.
37. The governing law of this Agreement is the law of the Republic of China.
38. The section headings in this Agreement are for ease of reference only and do not affect the interpretation, description and understanding of the terms of this Agreement.
39. This Agreement may be made in the Chinese and English languages; however, in case of any discrepancy between the English and Chinese versions, the Chinese version shall prevail.

## II. Checking Accounts Services

### General Agreements

1. When opening a checking account, the Customer shall comply with the Regulations Governing the Processing of Checking Accounts established by the Bankers Association of the Republic of China.
2. The Customer shall deposit the full amount of the negotiable instrument he/she issues into the checking account before the payment is due. In the event of non-payment due to insufficient funds in the deposit account, the Bank shall dishonor the check in accordance with the policy on dishonored checks due to insufficient checking deposits and the Customer shall have no objection.
3. When issuing a promissory note for which the Bank acts as the payer, the Customer shall only use the cashier's checks issued by the Bank. Unless the Customer has commissioned, with the Bank's approval, a short-term note dealer or financial institution to act as the payer, the Customer agrees that the Bank shall dishonor the check.
4. If the drawee of a negotiable instrument issued by the Customer presents it to the Bank after the date of presentment for payment, the Bank shall still be obliged to make the payment during the legal validity period of the instrument.
5. **The Customer shall be responsible for penalties of dishonored checks, handling fees and costs of producing documentations and other payments prescribed by the Clearing House the Bank (penalty payment will be estimated based on the number of uncollected bills if rejected accounts have uncollected bills), which may be deducted from any of the Customer's deposit accounts with the Bank without prior notice, or the Bank may ask the Customer to make a payment of the same amount.**
6. **In the event that a negotiable instrument/check issued by the Customer, a blank instrument/check that has been signed but not yet recorded, or a completely blank instrument is lost, destroyed or stolen, the Customer shall present his/her identification documents and original seal to the Bank's office in charge of opening checking accounts in person to report the loss and stop payment. In the event that the original seal for check withdrawals is lost, destroyed or stolen, the Customer shall present his/her identification documents to the Bank's office in charge of opening checking accounts in person to report the loss and stop payment. The Customer shall be solely responsible for any fraudulent claim before the Bank accepts the Customer's written request to record the loss and stop payments.**
7. **The Bank may consider the Customer's actual need and usage when deciding the number of blank checks and blank promissory notes to issue, and the Customer shall have no objection.**
8. If the Bank has any doubt about the date, amount, or other items on the Customer's issued negotiable instrument/check, the Bank may dishonor the instrument without prior notice to the Customer. The order of payment of instruments/checks issued by the Customer shall be determined by the Bank, regardless of the order of the issuance date, maturity date or presentment, at the time of payment. If the Customer authorizes the Bank to debit his/her account for utility charges, principal and interest on loans, or any other amounts, the Bank has the right to debit the Customer's account in the first instance on the date agreed upon and, unless otherwise agreed upon, in the order in which such debits are to be made. If the Customer has any instrument/check dishonored due to insufficient funds in his/her account after the withholding of the agreed amount on that day, the Customer shall be solely responsible.
9. The Bank will provide a copy of the statement in writing or online indicating the balance of the Customer's deposit, and the Customer shall verify the contents immediately. If there is any discrepancy, the Customer shall notify the Bank within seven days from the date of receipt; otherwise the verification is considered correct.
10. After the Bank verifies that the signature and/or the seal on the Customer's issued negotiable instrument/check is in consistence with the Customer's seal on file with the Bank and makes a payment pursuant to the items stated on the instrument, if the Bank discovers that the Customer's original seal has been forged or altered to forge an instrument, or alter or change an instrument issued by the Customer, the Bank shall not be liable for any damages if the Bank is still unable to recognize the illegal activity after having exercised due care and diligence as a bona fide steward. If a third party forges an instrument without authorization by using the Customer's original seal, and the Bank makes a payment based on the original seal, the Bank shall not be liable for any damages unless the Bank is aware of the fact and still makes a payment.
11. **The Bank may terminate this Agreement at any time if it deems necessary, and the Customer has no objection.**
12. **When this deposit is settled or when the Customer is rejected from business dealings, the account shall be closed immediately, and the remaining blank instruments shall be returned. The Customer shall be solely responsible for any dispute arising out of any unreturned instrument.**
13. The Customer shall comply with the provisions of this Agreement and the relevant government laws and regulations and interpretations when using negotiable instruments for transactions; otherwise, the Bank shall not be liable for any resultant loss incurred.
14. **For the protection of customers' rights and benefits of opening checking accounts, customers who are visually impaired shall open checking accounts in one of the following ways, and the Customer understands and agrees to abide by the terms and conditions of "II. Checking Accounts Services" after the Bank has fully informed him/her of the risks involved.**

#### (1) Methods of Opening Accounts

- i. The account shall be applied for by the authorized agent with the power of attorney notarized and issued by a notary public. The agent shall keep a seal of one pattern on file as the effective seal and add the note "Agent of the Person (i.e. the Customer)". Whenever instruments/checks are issued or related documents are signed, the use of the seal shall follow the above instructions.
- ii. Notarization of the opening of an account shall be done in accordance with the Notary Act, and the Customer's seal may be kept separately for the issuance of checks, and any subsequent change in the seal shall also be notarized in accordance with the Notary Act.

#### (2) Caution and Reminder of Relevant Risks

- i. The Customer's authorized agent shall open a checking account by entering into this Agreement on behalf of the Customer and shall leave the agent's seal of one pattern as the effective seal and add the note "Customer's Agent". The agent makes representations in the name of the Customer within the scope of authority of agency and has direct effect on the Customer.
- ii. After the Bank verifies that the signature and/or the seal on the Customer's or his/her agent's issued negotiable instrument/check is consistent with the Customer's seal on file with the Bank and makes a payment pursuant to the items stated on the instrument/check, if the Bank discovers that the Customer's original seal has been forged or altered to forge an instrument/check, or alter or change an instrument/check issued by the Customer, the Bank shall not be liable for any damages if the Bank is still unable to recognize the illegal activity after having exercised due care and diligence as a bona fide steward. If a third party forges an instrument without authorization by using the Customer's original seal, and the Bank makes a payment based on the original seal, the Bank shall not be liable for any damages unless the Bank is aware of the fact and still makes a payment.
- iii. The Bank will provide a copy of the statement in writing or online indicating the balance of the Customer's deposit, and the Customer or his/her agent shall verify the contents immediately. If there is any discrepancy, the Customer or his/her agent shall notify the Bank within seven days from the date of receipt; otherwise the verification is considered correct.
- iv. In the event that a check issued by the Customer or his/her agent is dishonored due to insufficient funds in the account or due to a discrepancy in the drawer's signature and/or seal, the record of the dishonored check shall be the Customer's. The Customer shall be



## Negotiable Instruments Credit Management Agreement

### 1. Definitions

Terms used in this Paper Credit Management Agreement are defined as follows:

- i. Dishonored Negotiable Instruments: When a financial institution refuses to pay for a presented bill, it returns the bill, together with a notice of dishonor, to the holder.
- ii. Reimbursement and Redemption: Reasons for dishonored bills and notices of dishonor include insufficient deposits, inconsistencies in the drawer's signature, unauthorized designation of the financial institution as the paying agent of the bill, or cancellation of the payment mandate before the presentment due date of the promissory note. The check depositor reimburses and redeems the bill debt by paying off the check.
- iii. Reserve for payment: After a check is dishonored due to insufficient deposit, the check depositor deposits the check payment into the financial institution that has dishonored the check and applies for "other payables".
- iv. Re-presentment and Payment: After a check is dishonored, it is presented again for payment in a checking account or other payable accounts.
- v. Remark/Record: The Clearing House will record any dishonored checks, liquidated redemptions, or other facts related to the creditworthiness of a check depositor for reference.
- vi. Termination of Mandate as Paying Agent: The financial institution ceases to be entrusted as paying agent of promissory notes issued by check depositors.
- vii. Account Rejection: The financial institution refuses to deal with check depositors with a significantly poor paper credit history for check deposits.

### 2. Account Opening Review and Account Opening Information Changes

When opening an account, the Customer should fill in the written information, and affix signature and seal to the signature card and the bill collection receipt on file with the Bank. The Bank inquires of the Taiwan Clearing House about the Customer's paper credit history and issues blank negotiable instruments after approval.

If there is any change made to the Customer's information on file with the Bank, the Customer shall notify the Bank in writing of the change. If the Customer wishes to change the specimen signature, the Customer must fill in an application form to have it changed. Where the Customer is a corporate account, there is a change of name or responsible person and the above procedure is not followed, the Bank will request the Customer to complete the necessary procedure after discovering the fact. If the procedure is not completed within one month after the Bank's notification, the Bank may terminate the checking deposits contract and instruct the Customer to settle/close the account.

### 3. Promissory Notes

If the holder presents the above promissory note for payment after the maturity date, but within three years from the maturity date (from the date of issuance for promissory note payable at sight), and the Customer has not revoked the payment mandate, and there is no other non-payment event, the Bank shall still make the payment. If a promissory note issued by the Customer is dishonored due to insufficient funds in the account or inconsistencies in the drawer's signature, the record of that dishonored promissory note shall be combined with the record of dishonored checks.

### 4. Handling fees

When a negotiable instrument issued by the Customer is dishonored due to insufficient funds, the Bank may charge the Customer a handling fee.

The aforementioned handling fee shall not exceed 150% of the handling fee charged by the Taiwan Clearing House to the Bank.

### 5. Remarks /Records

Within three years from the day after the date on which the check issued by the Customer or the promissory note drawn on the Bank as Paying Agent is dishonored, in the event of reimbursement and redemption, maintenance reserve, re-presentment and payment or other activities involving paper credit, the Customer may apply to the Bank for verification and submission to the Taiwan Clearing House for remarks in accordance with the "Guidelines for the Registration of Depositors' Credit on Negotiable Instruments".

### 6. Limitation or suspension on Issuance of Blank Checks and Promissory Notes

The Bank may restrict the issuance of blank checks and blank promissory notes if the Customer has either of the following situations:

- i. A bill has been dishonored due to non-sufficient funds, or the Customer often applies for reimbursement and redemption, maintenance reserve or re-payment after a bill is dishonored.
  - ii. There are other irregularities in the use of negotiable instruments.
- When imposing the above restrictions, the Bank should provide the reason(s) for the restriction in writing. The Customer may appeal to the Bank if he/she/its considers the reason(s) for the restriction to be unreasonable. The Bank may stop issuing blank checks and blank promissory notes when the Customer's deposit account with the Bank is seized, unless the seized amount is fully maintained and reserved by the Bank.

### 7. Termination of Mandate as Paying Agent

Pertaining to the Customer's checking account with any financial institution, if the number of promissory notes which, issued by the Customer with the financial institution acting as the paying agent and presented by the holder, are dishonored because the payment mandate is revoked before the presentment due date, and no remark on reimbursement and redemption, maintenance reserve or re-presentment and payment is applied for, reaches three within one year, the Bank may terminate the mandate as the Customer's paying agent for three years from the date of the Taiwan Clearing House's notification.

In the event that the Bank terminates the mandate as the Customer's paying agent as described above, the Customer shall return the remaining blank promissory notes within one month after the Bank's notification.

### 8. Rejected Account Record

Pertaining to the Customer's checking account with any financial institution, if the number of dishonored negotiable instruments due to one of the following circumstances reaches three within one year with no application for remarks on reimbursement and redemption, maintenance reserve for payment or re-presentment and payment, or if the use of negotiable instruments is associated with criminal activity and the sentencing is definitive, the Bank may refuse to do business with the Customer for three years from the date of the Taiwan Clearing House's notification:

- i. Non-sufficient funds
  - ii. Discrepancy in the drawer's signature
  - iii. Unauthorized designation of a financial institution as the obligor paying agent of promissory notes
- Records of the aforementioned dishonored bills are calculated separately and not consolidated.

### 9. Handling of Termination of Dealings in Checking Deposits

**If the Customer is classified as a rejected account holder, or if the agreement on dealings in checking deposits is terminated for other reasons, the Customer shall close the account and return any remaining blank promissory notes and checks within one month of the Bank's notification.**

### 10. Provisional Resumption of Dealings upon Corporate Reorganization

If the Customer is a corporate organization which has obtained an approval for reorganization from a court before the period of Account Rejection has expired, the Customer may request the Bank's approval and transfer to the Taiwan Clearing House for remarks on the reorganization. The Bank may temporarily resume dealings with the Customer if the reorganization is remarked.

In the event that the aforementioned company has another negotiable instrument dishonored due to non-sufficient funds after the date of provisional resumption of dealings and before the expiry date of the initial Account Rejection, the Bank may reject the Customer's account for three years commencing from the date on which the Taiwan Clearing House issues another notice.

### 11. Request for Resumption of Transactions

In the event that any of the following circumstances exists with respect to the Customer subject to Account Rejection, the Customer may, with the Bank's consent, resume dealings and open a new account:

- i. The period of rejection from business dealings has expired.
- ii. The remarks have been completed on reimbursement and redemption, maintenance reserve or re-presentation and payment of all dishonored bills which gave rise to the rejection from business dealings and all dishonored bills thereafter.

### 12. Compilation of Information and Provision of Inquiries

The Customer agrees that the Bank may use the Taiwan Clearing House as the processing center for compiling the record of dishonored bills and information on Account Rejection, and agrees that the House may make the Customer's record of dishonored bills, rejected account and other information about Depositor's credit on negotiable instruments available to third party for inquiries.

**The Customer agrees that the Bank may make available to others for inquiries the opening date of the checking account, remarks/records on dishonored bills and reimbursement, revocation of payment mandate record, reporting of the Taiwan Clearing House as a rejected account and other relevant negotiable instruments credit information.**

### 13. Supplemental Agreements

This Negotiable Instruments Credit Management Agreement has been in effect since July 1, 2001, and all matters not covered herein are governed by





### III. NTD Time Deposit, Consolidated/Comprehensive Deposit and Passbook-less Deposit Services

#### 1. Time Deposits

- (1) Time deposit may be a lump sum withdrawal at maturity or a principal withdrawal at maturity with interest payable monthly, depending on the type of deposit. If the Customer Early Termination or does not authorize the Bank to rollover the deposit on the maturity date, the Early Termination or overdue portion of the contract shall pay interest in accordance with the provisions of Paragraph (5) and Paragraph (6) of this Article. If the deposit period of time deposit is less than one month, the Bank will not accrue interest.
- (2) Before maturity, this deposit can be withdrawn from the Bank or pledged as collateral for up to 90% of the face value of the certificate of deposit. The interest on the loan under this deposit is calculated by adding the interest rate on the time deposit to the step-up interest rate prescribed by the Bank (the current interest rate is six quarters of percentage points, i.e., 1.5% per annum), and is adjusted according to the change of the interest rate on the time deposit. The interest accrues monthly.
- (3) Renewal/Rollover at Maturity  
The interest rate for each rollover shall be the interest rate on the date of the rollover, and the rollover period shall be based on the original term. However, where the floating rate is selected, the interest rate shall be calculated at the new adjusted interest rate from the date of the adjustment if the interest rate is adjusted during the term of the deposit.
- (4) Overdue Rollover Renewal
  - i. Time Deposits
    - (i) Where an overdue time deposit is renewed or rolled over to a time savings deposit, if it is overdue less than one month, the interest can be credited from the original maturity date. The unclaimed interest can be transferred together with the principal, and the interest rate for the new deposit is based on the posted interest rate on the date of the transfer. The rollover renewal of overdue time deposits using the floating rate follows the same procedure described above. The interest rate is based on the posted interest rate on the date of the transfer first, and the interest rate will be adjusted to the posted interest rate after the adjustment if the interest rate is adjusted after the date of the transfer.
    - (ii) Where the rollover renewal of an overdue time deposit exceeds the period prescribed above, the interest shall be accrued from the date of rollover. The overdue interest from the original maturity date to the day before the rollover shall be accrued in accordance with the overdue interest for overdue withdrawals referred to in Paragraph (5).
  - ii. Time Savings Deposits:
    - (i) Where an overdue time savings deposit is renewed or rolled over to a time (savings) deposit with a term of one year or more, if it is overdue less than two months, the interest can be credited from the original maturity date. The unclaimed interest can be transferred together with the principal, and the interest rate for the new deposit is based on the posted interest rate on the date of the transfer. Where the overdue time savings deposit is rolled over to a time deposit with a term of less than one year, if it is overdue less than one month, the interest can be credited from the original maturity date. The unclaimed interest can be transferred together with the principal, and the interest rate for the new deposit is based on the posted interest rate on the date of the transfer. The rollover renewal of overdue time savings deposits using the floating rate follows the same procedure described above. The interest rate is based on the posted interest rate on the date of the transfer first, and the interest rate will be adjusted to the posted interest rate after the adjustment if the interest rate is adjusted after the date of the transfer.
    - (ii) Where the rollover renewal of an overdue time savings deposit exceeds the period prescribed above, the interest shall be accrued from the date of rollover. The overdue interest from the original maturity date to the day before the rollover shall be accrued in accordance with the overdue interest for overdue withdrawals referred to in Paragraph (5).
- (5) Overdue Withdrawals: Overdue withdrawals are credited with simple, equated daily interest in accordance with the posted interest rate of demand deposits on the business day following the overdue date. However, if there is adjustment in the Bank's posted interest rate of demand deposits between the maturity date and the withdrawal date of the deposit, the interest shall be calculated at the adjusted posted interest rate by segment. If the maturity date of the time deposit is a holiday, interest of the holiday shall be paid with simple interest rate of time deposit on the next business day when the deposit is withdrawn. However, if the time deposit is withdrawn on the second business day, the overdue interest shall be paid at the posted simple interest rate of demand deposits after the first business day in addition to the interest of the holiday paid at the interest rate of the certificate of deposit.
- (6) Early Termination: Before the maturity of this deposit, if the Customer requests pre-termination, he/she/its shall notify the Bank seven days in advance. If the Customer fails to notify the Bank seven days in advance, the request may be processed with the Bank's consent. **In addition to the maturity withdrawal procedure, the interest is calculated according to the actual deposit period at simple interest rate, 80% of the posted interest rate for that term. If the Bank has no posted interest rate for the actual deposit period, the interest shall be calculated at simple interest rate, 80% of the posted interest rate for the next term (shorter term),** including fractional days which are less than a full month (e.g., where a nine-month time deposit is terminated after eight months, if the Bank has a posted interest rate for seven-month time deposits, the interest will be calculated at simple interest rate, 80% of the posted interest rate for seven-month time deposits instead of the rate for six-month time deposits prescribed initially). Whether the fixed rate or the floating rate shall apply to the aforementioned 20% discount interest rate shall be determined in accordance with the original certificate of deposit. In the event of adjustment in the interest rate during the term of deposit, the interest rate on the starting date of deposit shall prevail. However, if the floating rate applies, the interest shall be calculated by segment in accordance with the various rates during the actual deposit period. **Interest will not be accrued if the actual deposit period is less than one month.**  
For installment deposit and lump-sum withdrawal savings deposits early termination, the interest is calculated based on a 20% discount of the withdrawal interest rate on the date of cancellation.
- (7) Non-Certificate NTD Time Deposit
  - i. The Customer may apply for Non-Certificate NTD Time Deposit by visiting any of the Bank's business units and should carefully preserve the Non-Certificate NTD Time Deposit Confirmation Letter issued by the Bank. In case that the Confirmation Letter is lost, the Customer agrees that the information on the deposit slip preserved by the Bank shall prevail.
  - ii. The Customer agrees to verify the balance of the deposit by the banking statement of the previous month sent monthly by the Bank, and the statement would not be sent in the following month if there is no any transaction record of the month.
  - iii. The Customer should review the statement upon receipt. If the Customer discovers any discrepancy between the statement and the actual transaction, he/she shall notify the Bank to verify within seven business days from the day of receipt; if not, the statement is deemed as correct and verified.
- (8) Other:
  - i. The Customer is free to choose between the fixed rate and the floating rate when depositing funds in accordance with the Bank's posted interest rate for large deposits. However, the Customer may not change it midway once the choice is made.
  - ii. After the Customer chooses to deposit at the floating rate, if the Bank adds or cancels a posted interest rate for large deposits and changes the amount which defines a large deposit, the interest rate shall be applied as follows:
    - (i) Where there is no floating rate for large deposits when the Customer's deposit commences (which is deemed that no agreement is made by the two parties on the applicable posted interest rate for large deposits), if the Bank adds an interest rate for large deposits before the maturity date, that deposit shall still bear interest at the Bank's posted interest rate for general deposits.
    - (ii) Where the Bank's posted floating rate for large deposits is applied when the Customer's deposit commences, if the Bank cancels the posted floating rate for large deposits before the maturity date, interest shall be calculated at the Bank's posted interest rate for general deposits from the date of cancellation of the posted floating rate for large deposits. If the Bank changes the amount which defines a large deposit, the interest on the Customer's initial deposit upon maturity shall be calculated at the floating rate for large deposits applicable to the initial deposit amount, or at the Bank's posted floating rate for general deposits if it is not applicable.
    - (iii) If the Customer wishes to make a withdrawal before maturity, interest calculation shall follow the same procedure as for early withdrawals.
    - (iv) Renewal at maturity, overdue rollover renewal and overdue withdrawals shall be handled in accordance with the relevant regulations of the Bank.

#### 2. NTD Consolidated/Comprehensive Deposits

- (1) This type of deposit is a combination of NTD demand deposit, time deposit and secured loan in the same passbook. The Customer shall use the passbook and deposit/withdrawal slips or other agreed methods to handle deposit, withdrawal, and pledge matters.
- (2) Upon maturity of the time deposit under this type of deposit, unless the Customer has applied for automatic rollover, the Bank shall transfer the



principal and interest to the demand deposit account. If the maturity date of the time deposit is a holiday, the payment shall be postponed to the next business day, and interest will be paid at the time deposit interest rate for the holiday.

- (3) Secured Loan under this Type of Deposit
  - i. The Customer is required to apply for the consolidated deposit overdraft facility at any of the Bank's business units at the time of account opening or in person with his/her/its identification documents and original signature seal after account opening (the consolidated deposit overdraft facility is available without application to NTD consolidated deposit accounts opened before August 15, 2016).
  - ii. The Customer agrees to pledge to the Bank the full maximum amount of the time deposit under this type of deposit to secure present or future borrowings under this type of deposit, and the Customer agrees not to assign or pledge this deposit to a third party.
  - iii. The Bank may allow the Customer to borrow on end up to 90% of the total amount of the time deposit placed by the Customer under this type of deposit. If the balance of the time deposit under this type of deposit is insufficient to cover the liabilities payable by the Customer due to withdrawals or other payments, the difference is the amount borrowed by the Customer, and the Customer does not sign a separate certificate. The above borrowing period shall not exceed the maturity date of any time deposit under this type of deposit.
  - iv. The principal and interest on loans, deferred interest, default penalties and other charges under this type of deposit may be paid by the Bank automatically from the demand deposit or time deposit placed by the Customer under this type of deposit in the future which is early terminated or upon maturity. The Bank is not required to issue further notice.
  - v. Borrowing interest under this type of deposit is calculated at the interest rate of each time deposit (savings) under this type of deposit plus the markup rate (currently 1.5% per annum) prescribed by the Bank and is adjusted according to the change of time deposit interest rate. The interest is payable on the 20<sup>th</sup> day of each month and is deducted by the Bank without prior notice from the balance of the Customer's demand deposit on the next business day. The shortfall is treated as a loan and is subject to the provisions of this Article.
  - vi. If the total principal and interest of the loan under this type of deposit exceeds the agreed maximum right, the Customer shall repay the excess amount immediately. If it is not repaid within one month after the Bank's notification, the Bank may terminate the time deposit under this type of deposit early to repay the principal and interest, deferred interest, default penalties and other charges. If there is any shortfall, the Customer shall repay immediately.
- (4) If the Customer is a minor (excluding married persons), the legal representative shall enter into this Agreement on behalf of the Customer with the Customer's consent. The Customer and the legal representative agree to abide by the terms of this Agreement and agree not to operate and use the consolidated deposit overdraft facility.

### 3. Passbook-less Deposits

- (1) Scope of Application  
This provision is a special agreement between the Customer and the Bank for passbook-less deposit transaction services, applicable to all kinds of NTD passbook-less deposit business such as demand deposit, demand savings deposit, consolidated demand deposit, consolidated demand savings deposit and employee deposit.
- (2) Availability and Change of Data  
In addition to providing basic personal information, the Customer should provide a specific email address for the Bank to send electronic statements. The Customer should promptly notify the Bank of any change to the information or e-mail address he/she/its has on file with the Bank in writing with the original signature seal or by other means approved by the Bank. The Customer shall be solely responsible for any inconvenience, damage or other effects caused to the Customer as a result of the Customer's failure to comply with the Bank's procedures for making such changes. After the Customer changes the name, the Customer should follow the Bank's instructions to complete the procedures for name change and change of seal. Before the change of name and change of seal are completed, the Customer may transact with the Bank with the old original signature seal; however, the Bank has the right to refuse to provide some or all of the services due to transaction security or other legal requirements.
- (3) Accessory Business  
When the Customer applies for a passbook-less deposit account, the Customer should also apply for a chip ATM card, Internet banking, e-statements and a PIN for withdrawals at all of the Bank's business units. If the Customer does not apply for these services at the same time, the Bank may refuse to open a passbook-less deposit account.
- (4) Banking Statements  
The Customer agrees that the Bank may send a monthly statement for the previous month to verify the balance of the Customer's deposit in place of a passbook, and agrees that the Bank may not send a statement the following month if the deposit account does not have any transaction record for the current month.  
The Customer agrees that an e-statement may be sent in lieu of a physical statement, and that the physical statement will only be sent if the e-statement is undeliverable or returned due to an error in the Customer's email address or other reasons.  
The Customer should review the statement upon receipt. If the Customer discovers any discrepancy between the statement and the actual transaction, the Customer shall notify the Bank within seven business days from the date of receipt of the statement to confirm the discrepancy; if the Customer fails to do so, the statement is deemed verified.  
Where the Customer has provided an incorrect e-mail address, or the Customer has changed his/her/its e-mail address without complying with the Bank's regulations to make the change, the statement shall be deemed to have been delivered when the Bank sends the statement to the e-mail address that the Customer has provided in accordance with this Agreement or the last notification to the Bank, and the effect of overdue notification as described in the preceding paragraph shall apply.
- (5) Deposits  
The Customer should present the chip ATM card issued by the Bank and a filled-in duplex deposit slip to any of the Bank's business units for over-the-counter cash or negotiable instrument deposit. After the second part of the duplex deposit slip is delivered by the Bank, the Customer should keep it for safekeeping. In case of accidental loss, the Customer agrees to use the information contained in the first part of the duplex deposit slip retained by the Bank as proof.  
The above cash or negotiable instrument deposit can only be deposited to the specific account shown on the Customer's chip ATM card.  
To prevent misdirected deposits, the Bank reserves the right to refuse to process a deposit if the Customer does not have the chip ATM card or other information that allows the Bank to verify the account name and number. If necessary, the Bank may request the depositor to provide relevant identification documents.
- (6) Withdrawals  
To make a withdrawal at the counter, the Customer should present the chip ATM card, the withdrawal slip and the original signature seal to any of the Bank's business units. **In addition to presenting the chip ATM card and affixing the original signature seal to the withdrawal slip, the Customer should enter the correct PIN to make the withdrawal.** The Bank reserves the right to refuse to process a withdrawal if the Customer does not have the chip ATM card or other information that allows the Bank to verify such account information as name and number. If necessary, the Bank may request the withdrawer to provide proof of identity.  
If the Customer forgets his/her PIN, the Customer shall apply in person to any of the Bank's business units to reset his/her PIN with his/her identification documents and original signature seal.
- (7) Product Conversion  
Depending on his/her needs, the Customer may apply to the Bank for changing from a Passbook Deposit to a Passbook-less Deposit or for changing a Passbook-less Deposit to a Passbook Deposit.  
After the Customer applies to change a Passbook Deposit to a Passbook-less Deposit, the Bank will send a statement for the previous month starting from the month following the month in which the change is completed; after the Customer applies to change a Passbook-less Deposit to a Passbook Deposit, the Bank will not send a statement for the previous month starting from the month following the month in which the change is completed.
- (8) Fee Collection  
If the Customer requests a physical copy of the statement at the counter, or if the Bank has to send a physical copy of the statement because the e-statement is undeliverable for reasons attributable to the Customer (including but not limited to an error in the Customer's e-mail address), the Customer agrees that the Bank may charge a handling fee and that the Bank may debit the Customer's deposit account without prior notice. If the number of deposits and withdrawals made by the Customer at the counter per month exceeds the maximum allowed by the Bank, the Bank may charge a teller service fee.  
The Customer agrees to comply with the aforementioned service charge and frequency limitation as announced by the Bank. In the event of any adjustment, the Bank shall announce the adjustment 60 days prior to the adjustment prominently at the place of business and on the Bank's website or ATM screen.
- (9) Termination of Contract  
If the Customer wishes to close his/her passbook-less deposit account, the Customer shall present his/her identification documents and original





signature seal to any of the Bank's business units in person. Alternatively, the Customer may appoint an agent in accordance with the Bank's requirements or send the completed deposit settlement and account closing form with the original signature seal affixed to the Bank by post.

#### IV. PIN Services

1. The Customer requests a PIN that shall be a four-digit number other than 0000.
2. **The Customer should remember the PIN selected by himself/herself.** However, if the Customer forgets his/her PIN, the Customer shall visit any of the Bank's business units in person for PIN reset with his/her identification documents and specimen seal.

#### V. ATM Card Services

##### General Agreements

1. Collection, Activation, PIN Change, and Void  
To apply for and activate the ATM card, the Customer should present his/her identification documents and original signature seal to any of the Bank's business units, or in accordance with the written agreement between the Customer and the Bank. The Customer may set the PIN for the chip ATM card at the time of application, the Bank may set a default PIN, or the Bank may print out the PIN letter for the Customer. The Customer should remember the PIN and keep it safe separately from the ATM card, and the Customer may change the PIN as many times as he/she desires by using automated service equipment or other facilities. If the ATM card is not collected for more than three months from the date of application, the Bank may void the ATM card and the PIN letter without prior notice to the Customer. Where the Customer applies for a prefabricated ATM card (including the PIN), the Customer may collect the ATM card and the PIN letter and proceed with the activation formalities upon completion of the account opening and this Agreement.
2. Functions of the ATM Card
  - (1) **The ATM card can be used for deposit, withdrawal (excluding magnetic stripe PIN international withdrawal), fund transfer (excluding non-predesignated account transfer), tax and other payments, PIN change and balance inquiry.**  
**The Customer can use the ATM card to withdraw HKD or MOP or check the account balance at ATMs overseas (currently only available in Hong Kong and Macau) with the "Financial Mark" affixed after entering the "Chip PIN".**  
**If the Customer wishes to use or discontinue these ATM card functions: domestic debit (Smart Pay), non-predesignated account transfer or magnetic stripe PIN international withdrawal, the Customer shall present his/her identifications and original signature seal to any of the Bank's business units, or through Internet banking or other methods approved by the Bank. The magnetic stripe PIN is set by the Customer at the Bank's ATMs after application.**
  - (2) **When the Customer makes a domestic debit transaction at a domestic contracted ATM card store (Financial Smart Pay, Financial (Taiwan) ATM Card Mark), he/she will be deemed to have activated the debit service to complete the transaction after using the ATM card and entering the chip PIN.**  
When the Customer conducts transactions of goods, services or other transactions at physical or virtual contracted stores, using the ATM card and entering the chip PIN to make debit transactions, such act shall have the same effect as using the passbook and the original signature seal upon completion of the transaction. The Bank may debit the Customer's account immediately to the account of the financial institution or contracted store with which the Bank has agreed to provide debit for the Customer's purchase. However, the Bank shall not be obligated to debit the Customer's account if the available balance is non-sufficient or if the amount of the Customer's purchase exceeds the daily limit.
3. Limitations on the Amount of Deposits  
When the Customer uses the Bank's ATM card and the Bank's automated service equipment to deposit cash into accounts of other banks or other person's accounts, the maximum amount is NTD (the same applies hereinafter) 30,000 per deposit and 30,000 per day; deposits into accounts of the Bank are not limited to any maximum amount.  
When the Customer uses another bank's ATM card and the Bank's automated service equipment to deposit cash into the card's account, the maximum amount is 200,000 per deposit and 200,000 per day. The maximum amount is 30,000 per deposit and 30,000 per day for deposits into other accounts.
4. **Limitations on the amount of Withdrawals, Transfers and Domestic Purchase Debits**  
**When the Customer uses the ATM card to withdraw money from the Bank's automated service machines, the maximum withdrawal amount of each transaction is NTD 100,000, USD 1,000 or JPY 100,000, and the maximum daily withdrawal amount, NTD and foreign currencies combined, is NTD 150,000 (or its equivalent in foreign currencies), varying with different models of machine. When the Customer uses the ATM card to withdraw money from automated service machines set up by other financial institutions participating in the Interbank Financial Information System, the maximum withdrawal amount of each transaction is NTD 20,000 (or its equivalent in foreign currencies), and the maximum daily withdrawal amount is NTD 150,000 (or its equivalent in foreign currencies). However, the maximum daily withdrawal amount per card is limited to NTD 150,000 (or its equivalent in foreign currencies).**  
**When the Customer uses the ATM card to make non-predesignated account transfers at automated service machines of the Bank or set up by other financial institutions participating in the Interbank Financial Information System, the maximum amount per transaction is NTD 30,000, and the maximum amount per day is NTD 30,000; for predesignated account transfers, the maximum amount per transaction is NTD 2 million, and the maximum amount per day is NTD 3 million; for domestic purchase debits, the maximum amount per transaction is NTD 100,000, and the maximum amount per day is NTD 100,000. However, the maximum daily transfer amount (including bill payments and purchase debits), predesignated and non-predesignated accounts combined, per card is limited to NTD 3 million.**  
The Customer may use the Bank's ATM card to make consecutive withdrawals and transfers, regardless of the number of transactions and the accumulated amount, and may continue to use the ATM card without updating the passbook.
5. Adjustment of the Maximum Amount and Number of Times for Withdrawal, Transfer and Deposit and Disclosure of the Adjustment  
The Bank may, in view of actual needs, adjust the maximum per-transaction amount and the maximum daily accumulative transaction amount at any time. The Bank shall, in thirty (30) days before making the adjustment, disclose the information in a conspicuous manner at its business places, on its website and ATM screen. However, if the adjustment is made in accordance with the regulations of the competent authorities, the public disclosure period is not limited.
6. Agreements on Transfer-in and Transfer-out Accounts  
The Customer may set up to eight transfer-out accounts (the Customer's accounts only) with the Bank and store them on the same ATM card chip; when the Customer has multiple transfer-out accounts, the first transfer-out account is the primary one as well as the account for international withdrawal and domestic purchase debit. The Customer may also set transfer-in accounts with the Bank (the Customer's accounts with the Bank are all deemed to be contracted transfer-in accounts). The Customer may choose up to eight of the contracted transfer-in accounts to be stored on the chip of the ATM card and used as the accounts to be displayed on the ATM screen for the Customer's direct selection when the Customer transfers funds. The Customer agrees that in the event that the chip ATM card is reissued or replaced for whatever reason, there is no need to reset the stored transfer-out and transfer-in accounts. However, the transfer-out and transfer-in accounts agreed upon by the Customer are only applicable to the chip card transaction; Internet banking, telephone transfers and other electronic payment tools are still subject to agreement.
7. Transfer Error by the Customer and the Bank's Assistance  
When the Customer uses the ATM card to make a transfer, the Customer should carefully check the transferee's financial institution number, account number and transfer amount. If the Customer makes an error in entering the transferee's financial institution number, account number or transfer amount, resulting in the money being transferred into an unintended account or a wrong amount being transferred, the Bank shall promptly carry out the following once the Customer notifies the Bank: (1) Provide details on the transaction concerned and relevant information according to applicable regulations. (2) Assist the Customer in notifying the transferee's financial institution to take actions. (3) Reply to the Customer with regard to actions taken.
8. The Effect of bank or Interbank Transaction  
When the Customer uses the ATM card and PIN to make a transaction through ATMs or other machines of the Bank or set up by other financial institutions participating in the Interbank Financial Information System, such transactions are equally valid as the act of the Customer making a transaction with a passbook and seal. Where the Customer is a legal entity applying for and collecting an ATM card, the Customer agrees to treat the natural person who is the actual cardholder as the authorized user of the ATM card, and the cardholder's act shall be deemed to be the Customer's act, for which the Customer agrees to be fully responsible.
9. Determination of Transaction Time



When the Customer uses the ATM card to make transactions, transactions made before the cut-off point of the Bank are included in the day's accounting; transactions made after the cut-off point are recorded in the next banking day's accounting. The Bank may adjust the cut-off point based on actual needs. If the Customer uses the ATM card to make deposit or transfer transactions after the time for negotiable instruments exchange, the Customer shall be solely responsible for any dishonored bill. Whether a transaction is an after-hour transaction will be determined by the time the Bank receives the related file or data.

10. Operation of Magnetic Stripe PIN International Withdrawal and Authorization of Exchange Settlement for Foreign-Currency Transaction  
When the Customer uses the ATM card to make an international withdrawal, the Customer authorizes the Bank to be his/her exchange settlement agent in the Republic of China to complete the exchange settlement formalities according to the rules and regulations of the Central Bank and the agreement between the two parties. If the Customer is a natural or legal person under the age of 18, he/she/it agrees that he/she/it will not use the ATM card abroad.  
The Customer agrees that the transaction amount is converted into NTD at the BIS (Bank for International Settlements) daily exchange rate when he/she uses the ATM card's magnetic stripe PIN to make overseas withdrawals or foreign-currency purchase transfers. **The Bank may charge a handling fee of NTD 70 per transaction (subject to the new standard rate in case of adjustment) and an international clearing fee of 1.5% on the amount withdrawn (this fee will be adjusted according to the adjustment of the international card organizations).** The Customer should calculate and control his/her own foreign exchange limit as permitted by the Central Bank, and the Bank is under no obligation to initiate inquiries regarding the Customer's use of the foreign exchange facilities. However, the Bank reserves the right to refuse payment if the Bank learns that the Customer has exceeded his/her foreign exchange limit.  
The Customer is aware that the functions of ATMs and the rules for their use (e.g., amount limit on one withdrawal) may differ among foreign financial institutions, and the Customer should familiarize himself/herself with and abide by the rules before using those ATMs.
11. Foreign Currency Withdrawal in Taiwan  
The Customer may use the Bank's ATM card to withdraw foreign currencies from the automated service facilities set up by the participating financial institutions in the Interbank Financial Information System. The amount of the foreign currency withdrawn will be converted into NTD at the exchange rate for selling foreign currency cash as offered by the Bank at the time of transaction and deducted from the Customer's NTD account. The Customer authorizes the Bank to act as the settlement agent within the R.O.C. to settle the foreign exchange in accordance with the Central Bank's regulations and the agreement between the two parties.
12. Termination of Contract or Suspension of ATM Card Services  
The Customer may terminate this ATM Card Agreement at any time. However, the Customer should present his/her/its identifications and original signature seal to any of the Bank's business units to apply for the termination and return the card to the Bank for cancellation and invalidation unless the card is lost. The Bank may terminate this ATM Card Agreement or suspend the functions of the ATM card at any time if the card has been forged, altered or used for illegal activities, such as money laundering or fraud; or if the Customer's account has been put on the list of payment suspension, alert or associated control accounts according to law; or if the Customer violates the law, impairs the interest of the Bank or engages in other illegal activities.
13. Number of Incorrect PIN Entry and Handling of Retained Cards and Locked Cards  
When using the ATM card to make a transaction, if the Customer enters the PIN incorrectly three times in a row, or forgets the PIN, or uses a lost card that has been reported, the automated service equipment will lock the chip but will not retain the card. The Customer should present the ATM card, identifications and original signature seal to any of the Bank's business units to apply for unlocking or resetting the PIN. If the ATM card is retained due to abnormal transactions or other reasons, the Customer shall retrieve the card or apply for a new card within fourteen business days from the following day of retention. If the card is not retrieved after the lien period, the Bank may void the card.
14. ATM Card Replacement  
In case that the ATM card is damaged beyond use, or the card's magnetic properties or chip data cannot be read and/or written, the Customer shall present the ATM card, identifications and original signature seal to any of the Bank's business units to apply for a new card.
15. Fee Collection, Adjustment and Disclosure  
**The handling or service fees which the Customer shall pay for using the ATM card to make transactions include but are not limited to domestic inter-bank withdrawal NTD 5 per transaction, domestic inter-bank transfer NTD 15 per transaction, domestic inter-bank deposit NTD 15 per transaction, card unlocking (including PIN resetting) NTD 50 per time, and card reissuance (replacement) NTD 100 per card. The Customer agrees that the Bank may debit the Customer's account or deduct the amount from the inter-bank deposit transaction or make payment in any other manner agreed by the Bank.**  
**The transaction fees which the Customer shall pay for using the chip ATM card to make international withdrawal by entering the "Chip PIN" is as follows.**  
**(1) The Customer is not required to pay any fees when checking account balances abroad.**  
**(2) The handling fees for International withdrawals using chip ATM cards (currently only available in Hong Kong and Macau) is NTD 100 per transaction.**  
The Bank shall prominently display the aforementioned fees and charges at the places of business and on the Bank's website or ATM screen.  
The handling fees for card unlocking (including PIN resetting) and card reissuance (replacement) shall not be charged unless the Bank certifies that the unlocking or reissuance/replacement of the card is due to a cause attributable to the Customer. The Bank shall be liable to compensate the Customer for any damage incurred as a result of the unlocking or reissuance/replacement of the card, unless the Bank proves that the damage is not attributable to the unlocking or reissuance/replacement of the card.
16. Loss, Destruction, Theft or Other Reasons for Dispossession of the ATM Card  
**The Customer shall keep the ATM card safe. In the event of loss, destruction, theft or other reasons for dispossession of the card, the Customers shall present his/her identifications and original signature seal to any of the Bank's business units in person to report the loss and apply for stop payments or notify the Bank by telephone, voice mail or Internet banking to report the loss provisionally. The Customer shall complete all the paperwork within three banking days.**  
The aforementioned agreed methods shall be handled in a safe and convenient way for the Customer.  
If, before the Customer reports the loss, the card is fraudulently used and the Bank has made payment, the payment shall be deemed to have been paid by the Bank to the Customer. However, if the Bank or the financial institution to which the automated service machine belongs has not exercised due care and diligence as a bona fide steward in the control of the information system, or if there are other imputable reasons, resulting in the fraudulent or unauthorized use of the Customer's PIN, the Bank shall still be held liable.
17. Prohibition on Lending, Transferring or Pledging  
The Customer shall be responsible for the safekeeping and use of the ATM card. Any lending, transferring or pledging of the card will be at the Customer's own risk.
18. Prohibition on Duplication or Alteration  
The Customer is prohibited from duplicating or altering ATM cards.
19. Use of Personal Data  
For interbank banking services such as cash withdrawals, fund transfers, remittances, tax and bill payments, domestic purchase debits, financial account inquiries, etc., the Customer agrees that the Bank, the financial institution with which the ATM card transaction is made, the Joint Credit Information Center, the Financial Information Service Co., Ltd. and other institutions established or operating with the permission of the Financial Supervisory Commission or the Bureau of Agricultural Finance Council of Agriculture, Executive Yuan may collect, process, internationally transmit and use the Customer's personal data as required by law for the purposes of completing the above interbank business services. The Bank may not provide the Customer's personal data to any third party other than the aforementioned institutions without the Customer's consent or as required by law.
20. **Handling of Dubious Accounts and Complaint Channels**  
**The Customer should keep his/her/its own transaction records for the purpose of verification when making domestic purchase debit, refund or cancellation of transactions at the contract store. If the Customer has a dispute about the quality, quantity or price of the goods or services provided by the contract store, the Customer shall seek resolution from the contract store and shall not use the dispute between him/her/its and the contract store against the Bank.**  
**Any accounting dispute arising from the Customer's use of the ATM card should be reported to the Bank within two months from the transaction date (Customer Service Hotline: 02-21821988, Toll-free Service Hotline: 0800688168, FAX 02-7734-8958, E-MAIL : service@yuanta.com). If the dispute involves other banks or requires arbitration, the Customer agrees to abide by the outcome of the arbitration or dispute resolution by the Financial Information Service Co., Ltd. or the BIS (Bank for International Settlements).**



## 1. Definitions

- (1) **VISA Debit Card:** In addition to the use of a general ATM card in accordance with this Agreement and the General Terms and Conditions of ATM Card Services (including functions such as deposit, withdrawal, transfer, tax and bill payment, PIN change and balance inquiry) with the Bank, the Customer may also use this card to purchase goods, services or other benefits from the contracted merchant, up to the available balance of the "daily spending limit" or "designated debit account" (whichever is lower). The Customer authorizes the Bank to transfer the payment from the Customer's designated demand deposit account with the Bank when the acquirer or the contracted merchant requests the payment from the Bank. **The VISA Debit card is not a credit card; it does not have a deferred payment function, nor does it have a cash advance function.**
- (2) **Customer:** The person who has been approved and issued a VISA Debit card by the Bank. It must be a natural person (including foreigners) aged 15 or above who has a designated demand deposit account with the Bank. The Customer may use the debit card, domestically and abroad, for purchases at contracted merchants with "VISA" affixed and for the functions of general ATM cards at ATMs with "PLUS" affixed. The Customer must apply to the Bank for the function of international transactions in advance; otherwise, the card will be declined. **Customers under the age of 18 are not eligible to apply for the cross-border spending debit and withdrawal functions.**
- (3) **Acquirer:** An institution that is authorized by credit card organizations to sign contracts with contracted merchants and advance the Customer's charges on the debit card upon the request of the contracted merchants for payment.
- (4) **Contracted Merchant:** A merchant store that enters into a contract with an acquirer and accepts transactions made by the Customer with a debit card in accordance with the contract.
- (5) **Daily Spending Limit:** The maximum daily cumulative amount of purchases that can be made with the debit card, subject to the balance available in the Designated Debit Account, as approved by the Bank or agreed by the Customer and the Bank.
- (6) **Debit Date:** The date on which the Bank makes payment to an acquirer or a contracted merchant or assumes the obligation to advance funds on behalf of the Customer and transfers funds from the Customer's designated demand deposit account to make the payment.
- (7) **Foreign Exchange Settlement Date:** The date on which the Bank or its authorized agent converts the Customer's foreign-currency accounts payable into NTD according to the exchange rate listed by the respective credit card organization in compliance with the contract after the Customer makes purchases with a debit card overseas. **In the event of a discrepancy between the earmarked amount and the accounts payable in NTD after settlement due to exchange rate fluctuations, the accounts payable in NTD after settlement shall prevail.**

## 2. Application

The Customer should open a demand deposit account in accordance with the Bank's rules and procedures and designate it as a direct debit account for payment of debit card transactions (hereinafter referred to as the "Designated Debit Account"). **In the event of any change to the information the Customer has on file with the Bank, the Customer shall notify the Bank of the change in writing or by other means as agreed by the Bank. The Customer shall settle any delay or loss arising from failure to comply with the foregoing agreement.**

**After the Customer's application is approved by the Bank, unless there is another agreed delivery method, the Customer should collect the debit card (including the PIN letter) from the Bank in person with his/her ID card and original signature seal. Upon receipt of the card, the Customer should immediately sign on the back of the card and use the automated service machine to change the PIN. The Customer's failure to sign the card immediately after receiving it will increase the likelihood of fraudulent use by a third party, and the Customer shall solely bear the risk and loss.**

## 3. Business Mandate

The Customer agrees that the Bank may, if necessary, engage an appropriate third party or cooperate with the member institutions of VISA International to handle the receipt and payment of trading accounts, computer processing business or other ancillary business in connection with this Agreement (such as data entry, processing and export of information system, development, monitoring and maintenance of information system, marketing, customer data entry, printing, sealing and mailing of forms, storage of forms, certificates and other data, card production and delivery, debt collection and legal proceedings, etc. [including the collection and processing of relevant personal data for specific purposes]) in accordance with the regulations of the competent authorities or with the approval of the competent authorities. **The Customer also agrees that the Bank may provide his/her personal information to the third party. The third party shall keep the handling and use of the Customer's personal data confidential and in accordance with laws and regulations.**

## 4. Daily Spending Limit

**The Customer's actual daily charges on the debit card shall not exceed the available balance in the Designated Debit Account, and the maximum cumulative daily domestic and overseas transaction amount is NTD 100,000 equivalent (calculated separately from the domestic and overseas daily cash withdrawals). The Bank may adjust the aforementioned maximum daily transaction amount based on business needs or laws and regulations, and shall post the adjustment on the Bank's business locations and website thirty (30) days prior to the adjustment.**

**The Customer may apply for a provisional increase in the aforementioned daily spending limit after verification of his/her identity through a method approved by the Bank. The limit adjustment is in NTD 10,000 increments, and the maximum amount of debit spending per day after the adjustment is limited to NTD 500,000. However, the actual spending amount shall not exceed the available balance of the Designated Debit Account. The Customer's application for a provisional increase in the daily spending limit shall be valid for a maximum of two weeks from the effective date, after which the daily spending limit shall automatically be restored as per Paragraph 1 of this Article.**

Except for the cases stipulated in the proviso of Clause 5, Paragraph 4, Article 6 or the cases where the Customer applies for a provisional increase in the daily spending limit, usage of the remaining balance in the Customer's Designated Debit Account shall not exceed the maximum spending amount set out in Paragraph 1 of this Article.

The Customer is still liable for any amount used in excess of the daily spending limit and the usage of the remaining balance in the Designated Debit Account.

## 5. Basic Obligations of the Two Parties to the Contract

**The Bank shall exercise due care and diligence of a bona fide steward to ensure that cardholders obtain goods, services or other benefits from the use of the debit card at contracted merchants provided by the Bank or acquirers, and shall handle the settlement of debit card transactions made by cardholders in the manner agreed upon with the Customer.**

**The Customer's debit card is the property of the Bank, and the Customer shall keep and use the debit card properly. The Customer shall use the debit card personally and shall not deliver or authorize the debit card or the information on the debit card to any other person in any way.**

**The Customer may not use the debit cards to obtain financing, directly or indirectly, from a third party.**

**The Customer may not use the debit card for the purpose of exchanging cash or obtaining benefits from false or fraudulent transactions or conspiracy with other persons or contracted merchants. If the Customer purchases highly liquid items (e.g., mobile phones, watches, jewelry, etc.) or makes purchases at risky contracted merchants listed by the National Credit Card Center of R.O.C., or uses the debit card as a means of payment for illegal activities, such as Internet gambling, or if there is any other unusual time, place or item regarding the use of the debit card resulting in a suspicion of fraudulent transactions or conspiracy to commit fraud, the Bank reserves the right to authorize or deny the Customer's purchases and may restrict or decline the Customer's use of the debit card issued by the Bank.**

**The Customer shall be liable for all accounts payable arising from any breach of the agreement.**

**The Bank shall ensure the truthfulness of the advertisement, and its obligations to the Customer shall be no less than the contents of the advertisement.**

## 6. General Transactions

**The Customer should sign above the signature line of the debit card immediately after receiving the card to reduce the possibility of fraudulent use by a third party. When using the debit card to make transactions, presenting the card and swiping it, the Customer should apply the same signature on the back of the card to sign on the sales draft or other certificates designated by the Bank after verification, and keep the receipt for verification purposes. The Customer may not use failure to read the sales draft or discrepancy in the original copy of other certificates as a defense for refusing to pay the amount due.**

**If the contracted merchant agrees to return, cancel, terminate the service, change the product or its price after the Customer uses the debit card, the Customer shall obtain a chargeback slip from the contracted merchant and sign on the slip to confirm that it is correct and keep the receipt for verification. However, with the consent of the Customer and the contracted merchant, the contracted merchant may sign and confirm the chargeback slip and replace it with a proof of return or any other adequate documentation retained by the Customer.**

**The Customer agrees that copies of the sales draft he/she signs or any other certificate or computer voucher designated by the Bank are as valid as the original, and that the Bank does not need to produce the original as proof.**

**A contracted merchant may reject the Customer's transaction made by the debit card under any of the following circumstances:**



- (1) In the event of forgery, alteration, damage, breakage, chipping, holes, blank signature line, illegible signature, or alteration of signature on the debit card.
- (2) The debit card has expired, or the loss of the card has been reported, or this Agreement has been cancelled or terminated.
- (3) The Bank has suspended the Customer's right to use the debit card.
- (4) The cardholder's signature on the sales draft does not match the signature on the debit card, the cardholder does not match the photo on the debit card, or it can be proven in any other way that the cardholder is not the person to whom the Bank agrees to issue the debit card.
- (5) The Customer has exceeded the daily spending limit or the available balance of the Designated Debit Account after the transaction. However, this restriction does not apply to contracted merchants who are specifically authorized by the Bank to accept transactions made by the debit card.
- (6) The debit card issued by the Bank has no raised card number; the card number cannot be printed out to make the transaction if the contracted merchant manually embosses the card surface.

**In the case of the preceding Paragraph (1), (2) or (4), the contracted merchant may refuse to return the debit card.**

**If a contracted merchant or cash advance institution rejects the Customer's use of the debit card for reasons other than those described in Paragraph (4), or requests an increase in the price of goods or services based on the use of the debit card, the Customer may file a complaint with the Bank. The Bank shall inform the Customer of the result after investigating the matter on its own or referring the matter to an acquirer for investigation.** If, after the investigation, any of the above situations is found to be the case with the contracted merchant and the Bank has been intentionally or grossly negligent, the Bank shall be liable to the Customer for damages.

The Customer is advised to carefully assess the risk of not being able to obtain the goods/services in the future before purchasing deferred goods/services with the debit card, as such goods/services are of such a nature that the contracted merchant may not be able to continue to provide the goods/services for the duration of the transaction.

#### 7. Special Transactions

**Purchases made with the debit card are limited to transactions made online at contracted merchants, excluding installment transactions, funds, utility bills, and other non-general consumer purchases. In addition, depending on the general practice or the special nature of the transaction, if the debit card is used to order goods, receive services or pay fees by mail order, telephone order, fax or other similar means, the Bank may use a password, telephone confirmation, signature on the delivery receipt, proof of mailing, or other means to identify the Customer concerned and confirm the Customer's intent, without the use of a signature on the sales draft or on-the-spot signature.**

**The self-service fueling transaction in the automated equipment transactions is a special authorized transaction. Therefore, each time the Customer makes such a transaction, the Bank may earmark a fixed amount of money from the available balance in the Customer's Designated Debit Account (currently set at NTD 1,500 per transaction and limited to 2 transactions per day). The Customer is unable to withdraw or use the earmarked amount. When the contracted merchant or acquirer requests payment from the Bank on the debit date, the Bank will release the earmarked amount and pay the actual payment due by deduction. The Customer shall be liable for any shortfall.**

**The Bank may adjust the aforementioned earmarked amount and number of transactions at any time based on business needs or laws and regulations, and shall post the adjustment at its business locations and on its website thirty (30) days prior to the adjustment.**

#### 8. Procedures for Handling Disputed Transaction Payments

**If the Customer has a dispute with the contracted merchant over the quality, quantity or amount of the goods or services, the Customer shall seek resolution from the contracted merchant and shall not use this as a basis for requesting a refund from the Bank.**

When the Customer uses the debit card to make purchases, if the transaction is under any of the following special circumstances in accordance with the regulations of credit card organizations: the pre-ordered merchandise is not transferred by the contracted merchant or the quantity of the merchandise is incorrect, or the pre-ordered service is not provided, the Customer shall first seek a solution from the contracted merchant. If the problem cannot be solved, the Customer shall, within one month from the delivery date of the current statement, submit the relevant documents required by the Bank and request the Bank to handle the transaction in accordance with the procedures for handling billing disputes.

**If the Customer fails to notify the Company in accordance with the preceding paragraph, it is presumed that there is no error in the transaction or in the passbook of the Designated Debit Account or in the billing statement, and the Customer may not use this defense to refuse payment in the future.**

After the Customer uses the debit card to conduct a mail-order transaction or a door-to-door sale, if the Customer rescinds the contract with the contracted merchant in accordance with Article 19 of the Consumer Protection Act, the provisions of the preceding paragraph shall apply.

Other transaction disputes shall be handled in accordance with the Bank's operational regulations and the regulations of the international debit card organizations.

#### 9. Procedures for Handling Billing Disputes

**If the Customer has any questions or concerns about the billing statement, the Customer may notify the Bank by providing the reason(s) and the supporting documentation required by the Bank (such as the sales draft or refund receipt) within one month from the delivery date of the current statement, or request the Bank to review the sales draft or refund slip with the acquirer or contracted merchant, or request the Bank to initiate a chargeback to the acquirer or contracted merchant for the disputed transaction in accordance with the operational regulations of the respective credit card organization.**

**If the Customer fails to notify the Bank in accordance with the preceding paragraph, it is presumed that there is no error in the statement of purchases, and the Customer may not use this defense to refuse payment in the future.**

Where the Bank has claimed a chargeback from an acquirer or a contracted merchant in accordance with the latter part of Paragraph 1 of this Article, and the Bank certifies that the charge is correct or that the chargeback is illegitimate for reasons not imputable to the Bank, if the amount has been temporarily returned to the Customer, the Bank may, upon notice to the Customer, deduct the amount from the Customer's Designated Debit Account on the debit date, and the Customer shall remain liable for any shortfall. If the Customer requests the Bank to review sales drafts or refund slips from an acquirer or a contracted merchant, the Customer shall pay the Bank a handling fee of NTD 100 per sales draft (only charged for transactions made by the Customer), which the Customer authorizes the Bank to debit from the Customer's Designated Debit Account without prior notice.

#### 10. Statements (Spending Statements)

If the Bank transfers funds from the Customer's "Designated Debit Account" to pay for purchases on the debit card, the Bank shall send the spending statement to the Customer on time in the agreed manner. If the Customer does not receive the statement concerned within seven days from the date it is normally sent, the Customer shall contact the Bank immediately.

Where there is change in the Customer's contact address or other means of contact on file with the Bank, if the Customer does not notify the Bank of the change, the last notified address or means of contact shall be the place to which the Bank delivers the statement. Business-related documents or due notices sent by the Bank to the Customer's last notified address or means of contact shall be deemed to have been legally served after the usual postal period. The Customer may agree with the Bank to have the statement presented in writing, by automated equipment or by e-mail.

#### 11. Payments (Disbursements)

When the Customer agrees to make a debit card purchase, the Bank may earmark the amount of the purchase temporarily in the Customer's Designated Debit Account (the amount is still included in the balance of the deposit of the day, but the Customer is unable to withdraw it) and then transfer the amount from the Customer's Designated Debit Account for payment upon the request of the contracted merchant or acquirer for payment from the Bank (i.e. the debit date). Even if the amount is temporarily earmarked in the Customer's Designated Debit Account due to the collection time of the contracted merchant or acquirer, the transferability of the payment is not affected. **The Customer may not withdraw or assert any right to the earmarked amount.** However, if a contracted merchant or acquirer does not request payment from the Bank within fifteen (15) calendar days from the date of purchase, thirty (30) calendar days if the country of transaction is Japan, the Bank shall release the earmarked amount. **The date of releasing the earmarked amount (the release date) shall be postponed to the next banking day if it is a national holiday.**

If, due to the operation mode, data transmission and transaction attributes, the Bank is unable to earmark sufficient funds from the Customer's Designated Debit Account for certain transactions, the Bank may deduct the amount from the Customer's Designated Debit Account at the time of payment request (i.e. the debit date) by the acquirer or contracted merchant of the transaction, and the Customer shall still be liable for any shortfall.

**If the balance of the Customer's Designated Debit Account is not sufficient to cover a certain spending payment due on the debit date, the Bank may deduct a portion of the amount for the payment, and deduct the shortfall from the Customer's Designated Debit Account on a daily basis until the full amount of payment is successfully deducted. If the full amount is not deducted by the last day of the month following the date of the shortfall, the Bank may charge a monthly fee of NTD 200 for late payment starting from the month after the month following the date of the shortfall, up to a maximum of three consecutive months. The Customer authorizes the Bank to deduct the amount from the Designated Debit Account without prior notice.**

**Under the aforementioned circumstances, the Bank may deduct the shortfall from the Customer's Designated Debit Account on a daily basis from the debit date until the spending payment, overdue charges and other fees have been paid in full.**

The Bank's claims against the Customer may be entrusted to a trustee in accordance with Article 6 of the Financial Assets Securitization Act





and other relevant laws and regulations. The Customer agrees that the Bank may give notice of such trust transfers by announcement, and that the Bank may also give announcement in lieu of notice in the case of transfers of claims for the purpose of securitization of financial assets. In addition, and the Customer shall be deemed to acknowledge trust transfers or assignments of assets involving debt obligations without objection during the period of the Bank's announcement.

12. Authorization of Overseas Transactions Settlement

Payments for all transactions made by the Customer using the debit card should be settled in NTD. If the currency of the transaction (including refunds) is not NTD or if the transaction is made in NTD abroad (including transactions made in NTD with contracted merchants located abroad), the Customer authorizes the Bank to convert the amount into NTD at the exchange rate listed by the respective credit card organization on the settlement date in compliance with the contract **and charge an overseas transaction handling fee, 1.5% of the transaction amount. The overseas transaction handling fee includes the fees charged by the respective credit card organization and the handling fee for the Bank's own operations, which the Bank is authorized by the Customer to deduct from the Customer's Designated Debit Account without prior notice.**

**When the Customer uses the debit card to withdraw cash abroad, the Bank will pay the equal amount in the local (where the cash is withdrawn) currency through the local automated service facilities. The conversion of the equal amount in the local currency into NTD is based on the U.S. dollar posted exchange rate of the international organization with which the Bank cooperates on the date of withdrawal. The Customer agrees that the Bank will charge a handling fee of 1.5% of the withdrawal amount plus NTD 70 for each withdrawal, and the Customer authorizes the Bank to deduct the handling fee from the Designated Debit Account without prior notice.**

When the Customer makes a transaction abroad, if, as a result of changes in the Bank's authorization and the exchange rate at the time of settlement with the credit card organization, the amount earmarked by the Bank for the Customer's spending differs from the actual settlement amount, the actual amount deducted shall be the settlement amount. If the balance of the Designated Debit Account is insufficient for the deduction, the Customer shall be liable for the shortfall.

The Customer authorizes the Bank to act as the settlement agent in the R.O.C. for the settlement of foreign-currency transactions using VISA Debit cards in foreign countries. However, if the amount of foreign-currency settlement payable by the Customer exceeds the legal limit, the Customer shall pay the excess amount in the foreign currency.

13. Theft, Loss or Dispossession of Cards

Where the debit card is used as the general ATM card in accordance with the ATM Card Contract, the use is still subject to the terms and conditions of this Agreement and the ATM Card Services Agreements. The provisions of this Article do not apply.

In case of loss, theft, robbery, fraudulent seizure or possession of the debit card by a third party other than the Customer, (hereinafter referred to as loss or theft), the Customer shall notify the Bank by telephone or other means as soon as possible to initiate procedures for reporting the loss of the card (if the loss is reported by telephone, the report may not be canceled if the cancellation is not applied to the Bank before 23:00 on the day of reporting the loss). In the event of unauthorized use of the card, the Customer shall be responsible for the loss, unless the loss is intentionally or negligently caused by the Bank. If the Bank deems it necessary, the Bank shall notify the Customer within ten days from the date of acceptance of the report on the lost card and request the Customer to report the loss to the local police within three days from the date of notification or notify the Bank in writing.

The Bank shall be liable for any loss incurred by the fraudulent use of the Customer's debit card after the card has been reported lost or has been deactivated. However, if any of the following circumstances occurs, the Customer shall still be liable for the loss incurred by the fraudulent use of the card after the card has been reported lost or has been deactivated:

(1) The fraudulent use of the card by a third party to make a purchase is allowed by the Customer, or the Customer intentionally hands over the card to a third party.

(2) The Customer falsifies transactions or conspires to commit fraud with a third party or a contracted merchant.

Before the debit card is reported lost and is deactivated, the Customer's liability for fraudulent use of the card is limited to NTD3,000. However, the Customer is exempted from the liability if any of the following circumstances applies:

(1) The Customer's debit card is fraudulently used after the first twenty-four hours from the time the Customer reports the loss of the card.

(2) The difference between the forged signature on the sales draft and the Customer's signature is clear and can be identified by the naked eye, or the forgery can be identified by the due care and diligence of a bona fide steward.

If the Customer has the third proviso of this Article and one of the following circumstances, and the Bank can prove that it has fulfilled the due care and diligence of a bona fide steward, the preceding provision does not apply to the Customer's liability for the fraudulent use of the debit card:

(1) The Customer is aware of the loss or theft of the debit card and neglects to notify the Bank immediately, or after the debit card is lost or stolen, the Customer fails to notify the Bank for more than twenty (20) days from the delivery date of the current billing statement.

(2) The Customer violates the agreement by not signing on the debit card, resulting in a third party fraudulently using the card to make a purchase.

(3) The Customer fails to submit the documents requested by the Bank, refuses to assist in the investigation, or otherwise contravenes the principle of good faith after reporting the loss of the debit card.

14. Reissuance, Replacement and Renewal of Cards

**If the debit card is lost or stolen, and the Customer has completed the Bank's procedures to report the loss and apply for deactivation, or if the card is damaged, de-magnetized, scratched, or otherwise rendered unusable, the Bank may issue a replacement card at the request of the Customer. The Bank may charge a handling fee of NTD 100 per card for card loss and replacement in accordance with the published fee schedule, which the Customer authorizes the Bank to deduct from the Designated Debit Account without prior notice.**

Upon expiration of the debit card, the Bank shall issue a new card to the Customer for continued use if the contract is not terminated. However, the Bank takes into account risk, safety, and the financial, credit, consumption and repayment status of the Customer; the Customer agrees that the Bank may not issue a new debit card to the Customer upon expiration, termination or deactivation of the card or other causes for the card to be unusable. After the expiration date, the Customer's existing card will cease to function as a debit card, but the general functions of the ATM card, such as domestic deposits, withdrawals, transfers and overseas cash withdrawals, will still be available. The Customer agrees to accept and fulfill the terms and conditions of this Agreement and the ATM Card Services Agreements.

Before the expiration date of the debit card, the Customer may apply to the Bank to terminate the debit function of the card at any time, but he/she shall still be responsible for all payments incurred before the termination.

In the event that the Customer applies for the reissuance, replacement or renewal of the card, the new card may be activated only after the Customer completes the necessary procedures approved by the Bank.

15. Restrictions on the Use of the Debit Card

If the Customer has any of the following circumstances, the Bank may, without prior notice or dunning, reduce the daily spending limit or suspend the right of the Customer to use the debit card:

(1) The Customer violates Paragraph 1 of Article 2, Paragraph 2, 3 or 4 of Article 5, or Paragraph 1 of Article 6.

(2) The balance of the Customer's Designated Debit Account is insufficient to cover the amount due for two consecutive months from the debit date.

(3) The Customer files a petition for reconciliation, bankruptcy, corporate reorganization in accordance with the Bankruptcy Act, or the Customer is subject to rejection account, cessation of business or liquidation of debt announced by the Taiwan Clearing House.

(4) The Customer is the legal agent, representative or manager of a corporate or non-corporate body, and the corporate or non-corporate body is subject to rejection account announced by the Taiwan Clearing House.

(5) The Customer is sentenced to imprisonment or more for criminal offenses, or the Customer's primary property is confiscated.

(6) In the event that the Customer uses the debit card improperly or if the Bank determines that the debit card has been forged or altered, or used for money laundering, fraud or other illegal activities, the Bank may deactivate or terminate the Customer's use of the debit card at any time and repossess the card and void it.

The Bank may reduce the Customer's daily spending limit on the debit card or suspend the Customer's right to use the debit card after prior notice or dunning if any of the following circumstances applies:

(1) The Customer violates Paragraph 2 of Article 2, and the Bank has been unable to contact the Customer at the address or telephone number provided in the original application, or the Customer's occupation or job description has changed in a way that lowers the original estimate of the Customer's creditworthiness.

(2) The balance of the Customer's Designated Debit Account is insufficient to cover the spending amount due for one consecutive month from the debit date.

(3) The Customer violates Paragraph 3 of Article 4 by exceeding the debit card's daily spending limit or the deposit balance of the designated debit account.

(4) The Customer's deposit is insufficient, which results in dishonored negotiable instrument, or the Customer is the legal agent, representative or manager of a corporate or non-corporate body, and the deposit of the corporate or non-corporate body is insufficient, resulting in dishonored negotiable instrument.





- (5) The Customer's right to use the credit card or debit card is suspended or the contract of the credit card or debit card is terminated by another card issuer.
- (6) The Customer is subject to enforcement, provisional seizure, provisional disciplinary action, or other security measures.
- (7) The Customer is sued for other debts, or is investigated or prosecuted for a criminal offence.
- (8) The Customer has delay in payment of other debts of the Bank (including the head office and branch offices), or delay in payment of principal or interest on other debts.
- (9) The Customer is contractually obligated to provide a guarantee but does not do so.

The Bank may reinstate the Customer's daily spending limit or right to use the debit card after the circumstances described in Paragraph 1 or 2 of this Article have been extinguished, or if the Bank agrees that the Customer provides an adequate explanation, or if the Customer makes a partial repayment or provides an appropriate guarantee.

To protect the safety of the Customer's transactions and safeguard the Bank's interests, the Bank may, upon notification to the Customer, temporarily suspend the Customer's charges on the debit card and overseas cash withdrawals if there is any risk of fraudulent use or alteration of the card number, or if the Bank receives any risk notification from credit card organizations, other card issuers or acquirers. If the Customer is unwilling to cooperate, the Customer may terminate this Agreement by notifying the Bank.

Under the circumstance described in the preceding paragraph, if the Bank is unable to notify the Customer immediately, the Customer agrees that the Bank may terminate this Agreement at its sole discretion pursuant to the preceding agreement.

#### Terms and Conditions of ATM Card-less Withdrawals

1. The Customer agrees to apply for the Bank's ATM card-less withdrawal service and set the PIN for ATM card-less withdrawal service through the Bank's Internet Banking, ATM of the Bank, or by visiting any of the Bank's business units, using his/her chip ATM card issued by the Bank with the chip PIN. If the Customer needs to deactivate the service, the Customer agrees that he/she shall do so on his/her own through the automated channel provided by the Bank or at any of the Bank's business units. The Customer understands that the deposit account that can be used for card-less withdrawals is limited to the deposit account of the specific chip ATM card used to apply for the card-less withdrawal service. In the future, if the specific chip ATM card used to apply for the card-less withdrawal service is reported lost or is deactivated, the card-less withdrawal function of the deposit account of the specific chip ATM card will be voided.
2. The Customer understands that the ATM card-less withdrawal function is available only after the Customer applies for the Bank's Internet banking, mobile banking and SMS PIN services. To activate the ATM card-less withdrawal function through Internet Banking, the Customer must have the chip ATM card issued by the Bank and a card reader, and the function can only be activated at the Bank's ATMs.
3. The Customer agrees that the transaction and related behaviors made by using the ATM card-less withdrawal service is as effective as the transaction made by using ATM cards or passbooks and original signature seal.
4. The Customer agrees that the use of the mobile banking card-less withdrawal function requires setting up a mobile device first, and that only one mobile device may be set up. The Customer understands that according to the Bank's mobile device setup procedure, when the Customer logs in the mobile banking to use the card-less withdrawal function, the Bank will send an SMS verification code to the Customer's mobile phone number in the basic information on file with the Bank. The Customer enters the verification code in the mobile banking, and the Bank will automatically access the code of the mobile device that has been set up by the Customer. Only that mobile device may acquire the serial number for each subsequent card-less withdrawal, and the same procedure applies when the Customer changes the setup of the mobile device. The Customer agrees that the settings/changes to the settings of the mobile device completed through the aforementioned mobile banking login and verification code process are as effective as the procedures completed by the Customer in person at the Bank, and that the Bank may adjust, modify or cancel the aforementioned restrictions on the required set-up mobile devices and the number of such mobile devices at any time as necessary or as may be required by regulatory authorities. The Customer agrees that the Bank may post announcements at its place of business or on its website in lieu of sending notice, and the Customer also agrees to comply with all relevant regulations of the Bank.
5. The Customer understands that the card-less withdrawal requires login to the Bank's mobile banking, obtaining the one-time withdrawal serial number generated by the Bank, following the instructions of the Bank's automated equipment within a specified period of time, and completing the withdrawal procedure using the one-time withdrawal serial number and the Customer's own card-less withdrawal PIN. The Customer understands and agrees that after logging in to the mobile banking to obtain the one-time withdrawal serial number, the Customer must cancel the withdrawal serial number through the mobile banking if he/she wishes to do so within the valid period of time. If the card-less withdrawal amount is entered incorrectly for three consecutive times, the pre-arranged transaction shall be invalid. If the card-less withdrawal PIN is entered incorrectly for three consecutive times, the card-less withdrawal function shall be suspended. The Customer agrees to use his/her chip ATM card and enter the "Chip PIN" through the Bank's Internet Banking, ATM of the Bank or by visiting any of the Bank's business units to reset the card-less withdrawal PIN.
6. The Customer agrees that after the ATM card-less withdrawal transaction, the details of the transaction would be printed on the Customer's transaction receipts or displayed on the screen of ATM. If the Customer reviews the transaction record provided by the Bank and finds discrepancies, the Bank shall correct the discrepancies if they are verified to be errors.
7. **ATM card-less withdrawal is limited to NTD 30,000 per withdrawal, and the daily withdrawal limit is calculated together with the chip ATM card, and the monthly withdrawal limit is NTD 200,000. The aforementioned limits may be adjusted by the Bank at any time if necessary. The Bank shall prominently display the adjustment at its place of business and on its website thirty (30) days prior to the adjustment date. However, if the adjustment is made in accordance with the regulations of the competent authorities, the public disclosure period is not limited.**
8. The Customer agrees to keep passwords of mobile banking, bound mobile device, card-less withdrawal PIN, and withdrawal serial number regarding the card-less withdrawal function in a safe and secure manner and not to disclose any of them to any third party. If there is any risk of disclosing, the Customer shall discontinue card-less withdrawal function or reset the card-less withdrawal PIN through automated channel provided by the Bank or by visiting any of the Bank's business units immediately to ensure the security of deposit. In the event of fraudulent or unauthorized use by a third party, the Customer shall be solely responsible for any resultant damage. The Customer shall be liable to compensate the Bank for any damages (whether directly or indirectly caused) to the Bank.
9. The Bank shall comply with the Personal Data Protection Act and other relevant laws and regulations to protect the Customer's personal data, and the Bank shall also keep the Customer's transaction information and other related information confidential unless otherwise required by law or other competent authorities.
10. Any matter not specified herein shall be governed by the provisions of this Agreement (including but not limited to notifications of amendments and revisions to this Agreement) and relevant laws and regulations as stipulated by the competent authorities.
11. The Customer (including his/her legal agent, guardian/assistant, or intended representative) hereby declares that the Customer acknowledges and fully understands the important provisions of this Agreement and information on risks associated with disclosure provided by the Bank.

#### VI. Terms and Conditions of NTD Preferential Interest Rate Demand Savings Deposits Accounts

1. The preferential interest rate demand savings deposits account (hereinafter referred to as "the Preferential Demand Savings") is available to natural persons only. The Preferential Demand Savings is a NTD savings deposit account, which is not consolidated in nature (i.e., no pledged debit or overdraft), and the Preferential Demand Savings may not be exchanged with an existing NTD demand deposit account with the Bank, nor may it be contracted to be a payroll transfer account or securities settlement account.
2. The Preferential Demand Savings is subject to the "posted interest rate of NTD demand savings deposits for the Preferential Demand Savings" (hereinafter referred to as "the Preferential Rate") starting from the day the account is opened. The Preferential Demand Savings earns simple interest daily according to the above agreement, and the Bank pays interest on 21<sup>st</sup> of each month.
3. The Preferential Demand Savings follows the daily final deposit balance tiers, plus the Bank's posted markup interest rate above the rate for demand savings deposits, and enjoys the following stepped interest rate benefits. Interest is not accrued if the balance of the deposit at the end of the day is less than the starting point (NTD 10,000): (1) The portion of the deposit balance at the end of the day that reaches the starting point of interest and does not reach NTD 500,000 shall bear interest at the interest rate posted for demand savings deposits; (2) The portion of the deposit balance at the end of the day that reaches NTD 500,000 (inclusive), but does not reach NTD 1 million, shall bear interest at a fixed markup rate of 0.06% above the posted interest rate for demand savings deposits; (3) The portion of the deposit balance at the end of the day that reaches NTD 1 million or more shall bear interest at a fixed markup rate of 0.30% above the posted interest rate for demand savings deposits.
4. The Bank issues a passbook, but not an ATM card, to Preferential Demand Savings. The Customer may not convert his/her Preferential Demand Savings account to other deposit products of the Bank.
5. If the Customer wishes to settle/close his/her Preferential Demand Savings account, the Customer shall present his/her identifications and original



signature seal to any of the Bank's business units in person. The Customer may appoint an agent in accordance with the Bank's regulations, or complete and mail the Bank's application form for deposit settlement and account closing with the Customer's original signature seal affixed. Interest for the deposit balance in the settlement month will be calculated at the posted interest rate for demand savings deposits, and the principal and interest will be returned to the Customer on the date of settlement/close.

6. The Bank reserves the right to cancel the Preferential Rate and shall post an announcement, in lieu of sending notice, on the Bank's website or at the Bank's place of business thirty (30) days prior to the cancellation. Interest for the deposit balance in the month of cancellation will be calculated at the posted interest rate for demand savings deposits. After the cancellation of the Preferential Rate, the Preferential Demand Savings account will be automatically converted to an NTD demand savings deposits account with the Bank on the date of cancellation. All the rights and obligations after the conversion are the same as the Bank's NTD demand savings deposits account.



## VII. Terms and Conditions of NTD A Interest Rate Demand Deposits Accounts

- The NTD A interest rate demand deposit account (hereinafter referred to as "the A-Interest Deposit") is only available to corporate accounts and sole proprietorships or partnerships in Taiwan, and both new and existing account holders are eligible to apply. Financial peripheral enterprises and individuals are not eligible to apply for this account; the definition of financial peripheral enterprises shall be as defined by the Bank. This deposit account may not be a reserve account, securities account, securities clearing account, fiduciary account, trust account or discretionary account. The Customer understands that the Bank reserves the right of final approval.
- Each customer may only apply for one account and may not enjoy the preferential interest rate of other demand deposit programs provided the Bank at the same time.
- Qualification of Application: The Customer must have applied for corporate Internet banking service.
- During the promotion period, the A-Interest Deposit enjoys the following stepped interest accrual based on the tiers of daily final deposit balance. However, interest is not accrued if the deposit balance at the end of the day is less than the starting point (currently NTD 10,000) stipulated by the Bank. Interest for the A-Interest Deposit is paid semi-annually, the same as the interest payable on demand deposits with the Bank.

Unit: NTD, interest rate (per annum)

Tiers of Deposit Amounts	Interest Rate (per annum)
Portion under \$50 million	Posted rate for general demand deposits
Portion over \$50 million to \$100 million or less	Posted rate for general demand deposits +0.1%
Portion over \$100 million to \$300 million or less	Posted rate for general demand deposits +0.2%
Portion over \$300 million to \$2 billion or less	Posted rate for general demand deposits +0.25%
Portion over \$2 billion	Posted rate for general demand deposits

※ Interest calculation example: The closing balance of Tayuan's A interest demand deposit account on July 1, 2020 was \$189,682,000, and the posted interest rate for general demand deposits was assumed to be 0.01%. Interest on that day =  $50,000,000 \times 0.01\% \times 1/365 + (100,000,000 - 50,000,000) \times 0.11\% \times 1/365 + (189,682,000 - 100,000,000) \times 0.21\% \times 1/365$

- The Customer agrees that the Bank reserves the right to adjust the tiers of deposit amounts and the preferential interest rate, or to change or terminate this Account due to the overall economic situation, market changes, changes in customer transactions and other factors, and that the Bank may post such announcements on the its website.

## VIII. Terms and Conditions of NTD Stepped Interest Rate Demand Deposits Accounts

- The NTD stepped interest rate demand deposit account (hereinafter referred to as "the Stepped-Interest Deposit") is only available to domestic corporate accounts and sole proprietorships or partnerships that have applied for payroll transfer business, collection and payment agency business, acquiring business or corporate Internet banking services (any of these options), and both new and existing account holders are eligible to apply. Financial peripheral enterprises and individuals are not eligible to apply for this account; the definition of financial peripheral enterprises shall be as defined by the Bank. This deposit account may not be a reserve account, securities account, securities clearing account, fiduciary account, trust account or discretionary account. The Customer understands that the Bank reserves the right of final approval.
- Each customer may only apply for one account and may not enjoy the preferential interest rate of other demand deposit programs provided the Bank at the same time.
- The Stepped-Interest Deposit uses the Bank's posted markup interest rate per annum above the rate for general demand deposits and enjoys the following stepped interest accrual based on the tiers of daily final deposit balance. However, interest is not accrued if the deposit balance at the end of the day is less than the starting point (currently NTD 10,000) stipulated by the Bank. Interest for this type of account is paid monthly, and would be transferred to the account on the 21<sup>st</sup> every month.

Unit: NTD, interest rate (per annum)

Tiers of Demand Deposit Amounts (End-of-Day Balance)	Fixed Markup Annual Rate	Annual Rate after Markup
Portion \$10,000 or more to under \$200,000	0%	Posted annual rate for general demand deposits+0%
Portion \$200,000 or more to under \$500,000	Markup 0.11%	Posted annual rate for general demand deposits+0.11%
Portion \$500,000 or more to under \$3 million	Markup 0.27%	Posted annual rate for general demand deposits+0.27%
Portion \$3 million or more to under \$50 million	Markup 0.30%	Posted annual rate for general demand deposits+0.30%
Portion over \$50 million	0%	Posted annual rate for general demand deposits +0%

※ Interest calculation example:

The closing balance of Tata's stepped interest demand deposit account on July 1, 2020 was \$52,000,000, and the posted interest rate for general demand deposits was assumed to be 0.53%.

Interest on that day =  $199,999 \times 0.53\% \times 1/365 + 300,000 \times 0.64\% \times 1/365 + 2,500,000 \times 0.80\% \times 1/365 + 47,000,000 \times 0.83\% \times 1/365 + 2,000,001 \times 0.53\% \times 1/365$

- The Customer understands and agrees that the Bank will regularly review the Customer's business transactions during the term of his/her/its Stepped-Interest Deposit. If the Customer no longer meets the Bank's eligibility criteria for the Stepped-Interest Deposit, or if the Customer does not conduct the business applied for, but still enjoys the Stepped-Interest Deposit interest rate benefits, upon the Bank's notice, interest on the Customer's deposit shall be switched to the Bank's posted interest rate for general demand deposits.
- The Customer agrees that the Bank reserves the right to adjust the tiers of deposit amounts and the preferential interest rate, or to change or terminate this Account due to the overall economic situation, market changes, changes in customer transactions and other factors, and that the Bank may post such announcements on the its website.

## IX. Foreign Currency Deposits Services

Foreign currency deposits are denominated in all foreign currencies as published by the Bank. No interest is paid on deposits in currencies for which the Bank has not announced interest rates.

### 1. Foreign Currency Demand Deposits

(1) The account must be opened at USD 0.00.

(2) Minimum interest-bearing amount: USD 100 as the starting point, other currencies which are equivalent to USD 100 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 20<sup>th</sup> and December 20<sup>th</sup> each year. The interest is credited to the foreign currency demand deposit account on the next business day.

ii. Upon account closure, 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) Deposits in this account may be exchanged from one foreign currency to another and may be done so at any time to the extent permitted by law.

### 2. Foreign Currency Time Deposits

(1) Minimum deposit amount: USD 1,000 per certificate of deposit, or other currencies which are equivalent to USD 1,000 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. For time deposits that is less than (excluding) one year with a designated date of maturity or less than one month, or with fractional days,



interest 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.
- (4) Issuance of Deposit Certificate Or Confirmation Letter  
The Bank will issue the deposit certificate for general Foreign Currency Deposits Services. If the Customer make a non-certificate Foreign Currency Time Deposit, the Bank will issue the "Non-Certificate Foreign Currency Time Deposit Confirmation Letter" (hereinafter referred to as "Confirmation Letter") instead and will not issue the deposit certificate.
- (5) Non-Certificate Foreign Currency Time Deposit
  - i. The Customer should carefully preserve the Confirmation Letter issued by the Bank. In case that the Confirmation Letter is lost or destroyed, the Customer may check the information on the e-statements, via Internet or mobile banking or by calling Customer Service Hotline of the Bank for inquiry.
  - ii. This services will not issue the deposit certificate. The Customer may neither report the loss of the deposit certificate, nor request for reissuance/replacement.
  - iii. Non-Certificate Foreign Currency Time Deposit may not be pledged, assigned or collateralized to a third party. If the Customer make the deposit hereunder pledged to the Bank, the matters regarding the pledge (such as the extinguishment, cancellation, execution and the pledged debit) shall be in accordance with the Bank's relevant business application regulations and the agreement with the Bank.
  - iv. The Customer will, as agreed, receive a reconciliation Statement from the Bank every month. The Statement will state details of previous month's transactions of the Customer and will be used for the Customer to check the time deposit balance. Where the Customer does not have any transaction in that month, the Bank will not send a Statement accordingly.
  - v. Upon receipt of the Statement, the Customer shall check all details carefully and, in case of finding any discrepancy between the Statement and the actual transaction, the Customer shall notify the Bank of it within 7 business days. Where the Customer fails to notify the Bank of it within the prescribed deadline, it will be deemed that the Customer confirms that all Statement details are correct.
  - vi. Where the Customer 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 Customer, but also the e-statement will be deemed to have arrived and preceding provision will also be applicable.
  - vii. The Customer may apply for converting Non-Certificate Foreign Currency Time Deposit into Certificate Foreign Currency Time Deposit or Foreign Currency Consolidated/Comprehensive Deposits at any of the Bank's business units in person. Once the conversion is effective, the terms and conditions of the newly converted deposit shall apply.
- (6) Terminated prior to the scheduled maturity:
  - i. Foreign currency time deposits may be terminated prior to the scheduled maturity. The Customer 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 Customer shall also withdraw the entire deposit amount at a time when he/ she/ it terminates the deposit. Customers 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 Customer who terminates the deposit before maturity will not receive any interest.
  - iii. In case the deposit period is more than (including) 1 month, the Customer 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:
    - (i) In case the deposit period is less than 1 month, no interest will be paid.
    - (ii) 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.
    - (iii) 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.
    - (iv) 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.
    - (v) 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..
- (7) Withdraw beyond the scheduled maturity:
  - i. Less than one month:
    - (i) Where the Customer 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.
    - (ii) Where the Customer 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:
    - (i) Where the Customer 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.
    - (ii) Where the Customer 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.
- (8) The requirements for NTD time deposit certificate of deposit pledges may apply to foreign currency time deposits pledged in the original currency, except for the following provisions:
  - 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 a fixed interest rate of 1.5%, unless otherwise specified by a separate agreement.
  - iv. Interest shall be accrued on a daily basis and be charged on a monthly basis, and the principal shall be repaid in a full amount upon maturity.
3. Foreign Currency Consolidated/Comprehensive Deposits
  - (1) When the Customer opens a foreign currency consolidated/comprehensive deposit account, regulations of this Agreement shall be applied at priority. Any other unspecified matters shall refer to the terms and conditions for foreign currency deposits and NTD deposits of the Bank.
  - (2) This deposit is a combination of foreign currency demand deposit, foreign currency time deposit and foreign currency short-term secured loans in the same account. The Customer may deposit, withdraw and pledge loans by presenting passbook and deposit slips, or in agreed terms. If the Customer intends to apply for the secured loans function under the deposit, the Customer must apply for the consolidated/comprehensive deposit overdraft pledge function upon opening the account or present his/her/its identifications and original signature seal to any of the Bank's business premises after opening the account (If the consolidated/comprehensive deposit account was opened before August 15, 2016, there is no need to apply for the consolidated/comprehensive deposit overdraft pledge function.) However, the Customer who uses this deposit to handle the collection and payment of securities-related funds may not apply for the consolidated/comprehensive deposit overdraft pledge function.
  - (3) The Customer agrees to pledge the full right to secure all existing and future foreign currency time deposits held in this deposit to the Bank for the purpose of securing successive pledges of the Customer's existing and future deposit accounts. In the event of any breach of this clause in this Agreement, the Bank shall settle the above debts without any objection from the Customer. The Customer also declares that he/she/it will not assign or pledge this deposit to any third party.
  - (4) Upon maturity of the foreign currency time deposit placed under this deposit, unless the Customer agrees not to renew the deposit in advance, automatically terminating the contract by transferring the deposit to a foreign currency demand deposit, or there is still an overdraft facility in use,



the Customer agrees that the Bank may make the automatic rollover according to the maturity of the original deposit and at the interest rate specified by the Bank or agreed with the Bank, and that the Customer shall still pledge the maximum amount of the right to the Bank to secure further successive pledges. In case of automatic rollover, the principal will be rolled over upon maturity, and the net interest will be transferred to the foreign currency demand deposit or rolled over together with the principal.

- (5) In the event of any shortfall in the balance of a foreign currency demand deposit under this deposit due to withdrawal or other payments by the Customer, the Bank may allow the Customer successive pledges for payment to the extent of 90% of the amount deposited by the Customer in the foreign currency time deposit of the respective currency under this deposit. The Customer agrees to the following provisions with respect to other matters:
  - i. Overdraft pledges may only be made in the currency of the original deposit.
  - ii. Overdraft pledges for minors shall be handled in accordance with the relevant regulations of the NTD consolidated/comprehensive deposit.
- (6) The pledged term of this deposit shall not exceed the last maturity date of the foreign currency time deposits under this deposit.
- (7) 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.
- (8) 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. If the Customer has borrowed money, the principal and interest shall be repaid first.
- (9) Interest on pledged loans is calculated as accumulated volume based on the final balance of the Customer's daily pledged amount, monthly accumulated volume multiplied by the Bank's interest rate on loans. The interest rate on loans is calculated at the interest rate of time deposits in the same currency in accordance with the principle of borrowing low and repaying high (i.e., pledged borrowing first uses the time deposit with the lowest interest rate; repayment first goes to the time deposit with the highest interest rate, plus the markup rate prescribed by the Bank (the markup rate is currently six quarter percentage points, that is, 1.5% per annum). Settlement is made once a month on the 20<sup>th</sup>, and the Bank will debit the amount from the foreign currency demand deposit account under this deposit without prior notice. If the pledge limit is exceeded due to the accrual of interest on the pledged loan, the Customer shall pay the interest immediately. If the Customer fails to make monthly interest payments on the pledged loan or if the amount remains outstanding upon maturity, the Bank may automatically terminate the foreign currency time deposit for repayment of the principal and interest of the pledged loan upon one month's notice from the Bank to the address specified in the contract or the last specified address in writing.
- (10) Upon termination of the contract, the Customer will repay the principal and interest of the loan in full.
- (11) The Customer agrees that the Bank may withhold interest income tax on his/her/its behalf at the closing exchange rate on the business day immediately preceding the date of withholding.

#### 4. Foreign Currency Deposit without Passbook

##### (1) Scope

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

##### (2) Provision of and amendment to information

The Customer 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 Customer to the Bank, the Customer 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 Customer fails to apply for an amendment according to the Bank's rules and therefore suffers from any inconvenience, damage or other impact, the Customer shall be solely responsible for it.

Where the Customer changes the name, the Customer shall complete the rename and seal change procedures. Before the said procedures are completed, the Customer 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 Customer due to transaction security or other legal regulations.

##### (3) Add-on services

When applying for a deposit account without passbook, the Customer 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 Customer who is an entity shall apply for e-statement and may request PIN services as needed.

##### (4) Statement

The Customer 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 Customer to check the deposit balance. Where the Customer does not have any transaction in that month, the Bank will not send the Statement. Upon receipt of the Statement, the Customer shall check all details carefully and, in case of finding any information, the Customer shall notify the Bank of it within 7 days. Where the Customer fails to notify the Bank of it within the prescribed deadline, it will be deemed that the Customer confirms that all statement details are correct.

The Customer 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 Customer due to wrong email address or other reasons.

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

If the Customer forgets his/her/its PIN, the Customer 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 Customer 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. However, the Customer will be charged with transaction fees starting from the second amendment. Upon receipt of Customer'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 Customer. Upon receipt of Customer'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 Customer.

##### (7) Fees

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

The Customer 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. Termination of the Contract

- (1) The Customer 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 Customer is unable to do so in person due to special circumstances, the Customer may appoint an agent, or send the completed application form with specimen seal affixed to the Bank by post.
- (2) The Customer may clear individual currency in the foreign currency demand deposit account; however, the deposit account will be closed when the last currency is cleared.

#### X. Foreign Currency Inward Remittance Services

1. Foreign inward remittance message shall specify the Customer'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 Customer's account as instructed by the message. If the account





- instructed by the message is in NTD, the Customer agrees that the Bank may convert the remittance to NTD and deposit it into the Customer's NTD account without prior notice. The Customer also agrees to comply with the Regulations Governing the Declaration of Foreign Exchange Receipts and Disbursements or Transactions of the Central Bank and other regulations of the competent authorities.
2. The Bank may request the Customer to provide relevant documents in order to conduct the due diligence for inward remittance procedures, and to explain the related affairs. The Customer hereby authorizes the Bank to collect any transactions charges from the inward remittance proceeds, or from the Customer's deposit account held in the Bank.
  3. If the foreign currency inward remittance involves a sanctioned target, terrorist or terrorist group identified or pursued by the government of our country, a foreign government or an international organization for the prevention of money laundering, or if the Bank determines that there is insufficient information on the payment of the inward remittance or suspects that the transaction is unusual (including but not limited to suspected illegal activities, suspected money laundering, financing of terrorist activities, high-risk areas or media reports of illegal cases, etc.), the Customer must cooperate with the Bank's review by providing necessary information or explaining the nature and purpose of the transaction or the source of funds. If the Customer is unwilling to cooperate or fails to provide reasonable explanation, the Bank may suspend or decline the transaction or suspend or terminate the business relationship without prior notice.
  4. **The Customer understands and agrees that if the Customer is a Virtual Asset Service Provider, the Bank shall reserve the right to decline Foreign Currency Remittance Services without prior notice.**

## XI. Trust Service

### 1. Mutual Terms and Conditions

- (1) The settlor and the beneficiary are hereinafter referred to as "the Client". Unless otherwise agreed, the Client is the beneficiary of this Agreement and is entitled to the full benefits of the Trust.
- (2) Type, Name, Quantity and Price of the Trust Property
  - i. The type, name, quantity and price of the Trust Property delivered by the Client shall be in accordance with the Bank's relevant business application regulations (including but not limited to the accepted investment target, maximum and minimum investment amount, currency, and filling out of relevant documents, etc.) or by other agreed methods, and only if the Bank agrees to receive the property.
  - ii. The use of the Trust Property in the previous subparagraph shall comply with the Bank's regulations on non-discretionary money trusts investments in domestic and foreign securities, the Trust Law, the Trust Enterprise Act and other relevant laws and regulations.
- (3) Trust Period  
The period of the Trust is one year from the signing date. **At the end of the Trust period, if neither party expresses any written objection to the renewal, it is deemed to be automatically extended for one year, and the same applies thereafter.**
- (4) Receipt and Disbursement of the Trust Property and Expenses
  - i. The Trust Property delivered by the Client and related fees and charges shall be denominated in the currency (NTD or foreign currency) stipulated by the investment target or specified or agreed upon by the Bank. The return of principal and income on the Trust Property shall be in the same currency in which the Client delivered the Trust Property or as designated by the Bank. Unless otherwise provided by law, this requirement shall not apply.
  - ii. The Client should designate his/her/its own deposit account with the Bank for the receipt and disbursement of trust funds, related fees and charges and income.
- (5) Prohibition on Transfer of Rights and Pledges  
The Trust Property and trust beneficiary rights may not be pledged, assigned or collateralized to a third party unless the Client has entered into a "Special Terms and Conditions on Maximum Amount Pledging of Beneficiary Rights of Specified Money Trusts" (including signed "Special Terms and Conditions on Pledging of Beneficiary Rights of Specified Money Trusts") with the Bank.
- (6) Signature or Seal on File
  - i. The Client should keep a pattern of seal or signature on file with the Bank as a reference for business dealings with the Bank.
  - ii. If the seal described in the previous subparagraph is lost or damaged, the Client shall immediately report loss of the seal to the Bank; if the seal described in the previous subparagraph needs to be altered, the Client shall immediately apply to the Bank for alteration of the seal. The Bank is not liable for any damage caused by the Client's failure to follow the procedure of reporting the lost or altered seal. Until the procedure of reporting the lost or altered seal is completed, the instruction or transaction made by the Bank under the Client's original seal will remain valid.
- (7) Changes to Client Data  
To make any change to the Client's basic information, seal on file with the Bank, or other agreed-upon matters, the Client should contact the Bank's business unit for necessary procedures. The change will only take effect upon completion of the procedures.
- (8) Manner of Notification  
**Regarding notifications related to non-discretionary money trust business (including but not limited to notifications of amendments to this Agreement, notifications of additions, deletions, revisions, etc. of trust-related business items and contents, and notifications from counterparties), unless otherwise agreed in this Agreement or by both parties, the Client agrees that the Bank may notify the Client by any of such means as business location announcement, website announcement, telephone notification, written notification, email, statement printing and mailing, ATM screen display or newspaper announcement.**
- (9) Changes to Agreements and Business Descriptions  
Where the notice mentioned in the preceding paragraph involves amendments to this Agreement, or additions, deletions or revisions of trust-related business items, contents, etc., **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, and instead continues to do business with the Bank, within seven days after the notice.** However, if any of the following items is changed, **the Bank shall notify the Client in writing in accordance with the relevant laws and regulations, and shall set forth in writing in conspicuous and clear language the changes, the old and new terms and conditions. The Bank shall also notify the Client that he/she/it may object to the changes before they become effective, and that if the Client does not object to the changes within seven days from the delivery date of the notice, the Client shall be deemed to acknowledge the revisions, additions or deletions of the terms and conditions.** 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 transact business with the Bank, the Client shall be deemed to acknowledge the revisions, additions or deletions of the terms and conditions:
  - i. **Any increase in the handling fee charged to the Client, any change in the method of calculating the handling fee, or any other charge that may further burden the Client.**
  - ii. Other matters as stipulated by the competent authorities.
- (10) Telephone Banking, Internet Banking and Other Trust Arrangements
  - i. To use telephone banking, Internet banking or other means to instruct trust-related transactions, including but not limited to subscription/investment, redemption, conversion, change or inquiry services, the Client must first enter into this Agreement or other relevant agreements with the Bank and obtain a password designated by the Client and confirmed by the Bank. **The Client should use the password to verify identity first when using the aforementioned services. The Client is responsible for maintaining the confidentiality of the password, and the Bank provides the services according to instructions with the use of the correct password. In the event of any circumstance not legally authorized by the Client, the Client shall notify the Bank to discontinue the service immediately. Any use of the service by a third party which has taken effect prior to the Bank's receipt of notification from the Client shall not, except where the Bank has acted intentionally or negligently, be used by the Client against the Bank on the ground that the use of the password was not authorized by the Client.**
  - ii. The Bank may provide the services under these Terms and Conditions upon receipt of the Client's instruction with the correct password. The Bank shall not be obligated to provide such services if, in its sole opinion, to do so will expose the Bank to the risk of violating applicable laws and regulations.
  - iii. **When the Client instructs trust-related transactions through telephone banking or Internet banking or by other means, in the event of any delay or inability to complete the transactions or other instructions due to force majeure or factors not attributable to the Bank, such as power failure, disconnection, interference with network transmission, sabotage by third parties, etc., the Client agrees that the Bank shall handle such transactions or other instructions at its sole discretion. However, the Bank shall not be liable.**
  - iv. If any of the service methods, provided in this Agreement, selected by the Client is inaccessible due to various obstacles, the Client may use other agreed methods or visit the Bank's business office in person to receive the service.



- v. The Client and the Bank shall keep proper records relating to this service, and the records kept by the Bank are presumed to be genuine.
  - vi. If the Client intends to change the password, the change shall be made in writing, through telephone or Internet banking or by other mutually agreed means; however, the change shall be effective only if confirmed and approved by the Bank.
  - vii. The Client may terminate the use of the service under these terms and conditions by notifying the Bank in writing or by other mutually agreed means, and the Bank may at any time notify the Client of cessation of providing the service under these terms and conditions. However, transactions that have occurred or have been scheduled and not canceled prior to the effective date of termination will remain valid. Such termination shall be effective only after the Bank has confirmed receipt of the notice of termination and has completed the required matters.
  - viii. Matters not specified herein shall be handled in accordance with this Agreement signed between the Client and the Bank and other relevant agreements and laws and regulations.
  - ix. If it is necessary to change the telephone banking, Internet banking or other service methods due to the Bank's system or laws and regulations, the Bank may notify the Client and request him/her/it to complete necessary procedures separately, and the relevant terms and conditions shall apply when the new service method is activated. The same applies when the Client applies for a change in the service method.
- (11) Scope of the Bank's Liabilities
- i. The Bank shall deal with matters of trading and earnings distribution with the care of a prudent administrator in accordance with the provisions of the Trust Law, the Trust Enterprise Act, this Agreement and other relevant laws and regulations, and the Client shall not instruct or interfere otherwise.
  - ii. The Client may not assert any right or claim for damages against the Bank in respect of any damage arising from any action or inaction of the counterparties, issuing institutions, accounting or legal firms or other institutions, or any failure to immediately execute any investment, sale, redemption, conversion or other transactions instructed by the Client due to the market closure of the designated investment targets or holidays in the location of the relevant institutions of the said investment targets.
  - iii. Any recommendation for investment targets or prediction for the future rise and fall in the value of securities or exchange rates by any of the Bank's employees of any level is a subjective opinion of that employee and does not represent the Bank's position, and the Bank assumes no liability.
  - iv. The Bank is not liable for natural or man-made disasters, acts of war, armed conflicts, terrorist activities, riots, strikes or other causes not attributable to the Bank or beyond the Bank's control that affect the rights and interests of the Client (including but not limited to loss, destruction or freezing of the Trust Property, or undeliverable notices).
- (12) Risk Exposure and Advance Notice
- i. **The Client has perused the relevant information on the investment target and its requirements and has understood the investment risks (including but not limited to possible decline in the value of the investment target, exchange rate risk, interest rate risk, credit risk, liquidity risk, risk of suspension of redemption/withdrawal, termination, merger or dissolution and liquidation of the investment target) before delivering the trust funds to the Bank to direct the application to the investment target, and the Client makes the investment decision based on independent and prudent investment judgment.**
  - ii. **The trust funds are not covered by deposit insurance, and investment of the trust funds involves investment risks. The maximum possible loss is the loss of the entire principal amount and the possible distribution of interest. Therefore, the Client is solely responsible for any loss, and the Bank does not share the investment risk. The Client may not require the Bank to share losses for any reason. The past performance of the investment target is not indicative of future performance, nor does it guarantee the minimum return of the investment target.**
  - iii. **All capital gains and yields generated from the application and management of the trust funds are for the benefit of the Client, and all risks, expenses and taxes associated with the investment are borne by the Client. The Bank does not guarantee the principal and investment income of the Trust.**
- (13) Statements and Outsourcing
- i. The Bank shall maintain separate accounts to manage the assets derived from the investment and application of the trust funds, and prepare and send periodic statements or related reports on the use of the trust funds to the Client.
  - ii. The Bank shall prepare and provide statements or statements pertaining to the Trust Property for the Client upon receipt of the transaction confirmation from the counterparty.
  - iii. The present value of the investment target stated in the statement or related statement is for reference only and is subject to changes in the net asset value (NAV) of the investment target, exchange rates and other factors and does not represent the amount or present value of the Trust stated in the statement.
  - iv. If the Client reviews the statement or related reports and finds any discrepancy, the balance of the account shall be determined by the Bank. If it is confirmed that the unit credit is incorrect, the Bank has the right to correct the unit credit without prior notice.
  - v. **The Client agrees that the Bank may appoint a third person to process, print and deliver the statements or related reports in respect of the trust fund transactions on behalf of the Bank. The Bank is only responsible for the selection and supervision of such third person in the performance of his/her/its duties.**
- (14) Vesting and Delivery of Trust Funds upon Extinction of the Trust Relationship
- i. Upon extinction of the Trust relationship, unless otherwise instructed in writing by the Client, and unless the Bank agrees to comply with the instructions, the Bank shall return the Trust Property to the Client or the holder of the vested rights in the form of money, less any taxes and fees (including but not limited to the Bank's remuneration for the Trust) on the Trust Property.
  - ii. Upon the termination of the Trust due to the demise of the Client, the legal heir of the Client shall be the vested rights holder of the trust funds.
- (15) Confidentiality Obligations
- Unless otherwise agreed, or unless otherwise required by order of competent authorities or court or decree, the Bank shall keep the correspondence and transaction information of the Client confidential.
- (16) Disclosure of Transactions with Trust Enterprises Themselves or Their Stakeholders
- The Client understands and agrees that in connection with the conduct of non-discretionary money trust business under this Agreement, the Client may engage in the following transactions with stakeholders of the Bank (i.e. the Bank with itself or with its stakeholders):**
- i. **Purchase of securities or notes issued or underwritten by the Bank or the Bank's stakeholders with the trust funds.**
  - ii. **Purchase of property of the Bank or the Bank's stakeholders with the trust funds.**
  - iii. **Sale of the trust funds to the Bank or the Bank's stakeholders.**
  - iv. **Purchase of securities or notes brokered by the Bank's banking department with the trust funds.**
  - v. **Placing the trust funds with the Bank's banking department or the Bank's stakeholders as a deposit or for foreign exchange or credit card transactions or other transactions with the Bank's banking department.**
  - vi. **Transactions with the Bank or the Bank's stakeholders with the trust funds other than those described in Paragraph 1, Article 25 of the Trust Enterprise Act.**
  - vii. **Other acts of trading involving interest as prescribed by the competent authorities.**
- (17) Governing Law and Jurisdiction
- This trust service agreement and all the trust deeds shall be governed by the laws of the Republic of China. In the event of a dispute arising out of this trust service agreement and any of the trust deeds, both parties agree that the district court of the place where the account opening bank or the head office is situated shall be the court of first instance; however, the applicability of jurisdiction over Article 47 of the Consumer Protection Act or Article 436-9 Small-Claim Proceedings of the Taiwan Code of Civil Procedure shall not be excluded.
- (18) Other Agreed Matters
- i. **The administrative, management, investment or trading fees of the counterparty are usually directly offset against the net asset value of the fund or embedded in the difference between the quoted trading price and the net asset value of the fund, of which the Client should first have full knowledge.**
  - ii. The net asset value (price), reference exchange rate and current value of the investment target provided by the Bank to serve the Client are for reference only, and the above information is based on the announcements of domestic and overseas securities institutions or the actual occurrence. The Client may not assert any right or claim for damages in connection with the references provided by the Bank.
  - iii. If there is any change to the Client's address, the Client shall immediately notify the Bank in writing (Application for Change in Client's Basic Information); if not, relevant documents sent by the Bank shall be deemed to have arrived at the Client's original address after the usual mailing period.
  - iv. Matters not covered herein shall be governed by relevant laws and regulations, domestic and international financial practices, the Chinese (English) language prospectus of foreign marketable securities, the competent authorities, agreements between the Bank and institutions



relating to marketable securities, and rules and regulations of the Bank.

## 2. Contract Clauses of Non-discretionary Money Trust Investments in Domestic and Foreign Securities

### (1) Purpose of Trust

The Bank invests, manages and disposes of the trust funds in domestic and offshore funds, stocks, bonds and other securities (including structured products issued by domestic securities dealers) or other investment targets approved or maintained by the competent authorities according to the specific instructions given by the Client.

### (2) Receipt and Disbursement of the Trust Funds

- i. If the trust funds are delivered in NTD, the return of principal and gains and the calculation of trust fees shall be in NTD, and the Client may not demand payment in foreign currencies. The trust funds are converted into the currency of the investment target and invested by the Bank. Unless otherwise agreed, the conversion of currency values shall be based on the selling spot rate of that currency posted by the Bank at the time of the exchange.
- ii. If the trust funds are delivered in a foreign currency, the return of principal and gains shall be in the foreign currency, and the Client may not request the Bank to pay in NTD.
- iii. If the trust funds are delivered in dollar-cost averaging or dollar-value averaging, the Client agrees that the trust funds and trust handling fees shall be deducted from the Client's deposit account by the Bank without prior notice during the authorized debit period on the designated monthly debit date (postponed if it is a holiday, and no deduction for the current period if the monthly debit date is a non-calendar day) in accordance with the subscription/investment application or other mutually agreed-upon methods, and the funds shall be converted into the currency of the investment target by the Bank for investment.
- iv. Upon conversion of the fund, if the targets before and after the conversion are in different currencies, the conversion and the number of units to be transferred between the different currencies shall be calculated at the exchange rate determined by the fund manager or issuer.
- v. When the Bank receives the trust funds and invests in domestic or overseas securities or other investment targets designated by the Client, the Bank shall notify the Client and return the trust funds to the Client without interest due to the rejection of the investment by the counterparty (for whatever reason) or due to the announcement or amendment of laws and regulations, which makes it impossible for the Bank to manage and utilize the Trust Property for the purpose of the Trust. However, in the event that the aforementioned investment target is not established or has not reached the required trading scale, the return of the trust funds shall be handled in accordance with the product prospectus and the Bank's regulations.

### (3) Debits from the Trust Funds in Dollar-cost Averaging or Dollar-value Averaging

- i. The Bank performs computer debiting on the designated debit day, deducting the trust funds and the trust handling fee from the Client's designated deposit account. If there are several debits and the balance is not sufficient, the debiting shall be processed in the order determined by the Bank, and the Client may not appoint or object. In the event that computer system failures or other circumstances of force majeure prevent the debit from being processed, the Client agrees to postpone the debit until the Bank's business day after the obstacle has been resolved.
- ii. If the account designated by the Client has not been debited in full for thirty (30) consecutive times, the Client shall be deemed to have terminated the deduction of funds for the investment target, and the Bank shall terminate the deduction accordingly. In addition, this Agreement and the agreements regarding the subscription application for dollar-cost averaging or dollar-value averaging trust funds investment in the investment target cease to apply at the same time. Once the Bank receives the Client's application in writing or by other mutually agreed-upon means to resume debiting, the investment will be resumed and the funds will be debited automatically.
- iii. Debiting for investment will cease automatically at the end of the authorized debit period of the dollar-cost averaging or dollar-value averaging trust. Once the Bank receives the Client's consent in writing or by other mutually agreed-upon means to resume debiting, the investment will be resumed and the funds will be debited automatically.
- iv. Either the Bank or the Client may notify the other party in writing or by mutual agreement to suspend the debiting of funds for investment.
- v. When the dollar-cost averaging or dollar-value averaging trust in a foreign currency is converted, if the targets are in different currencies before and after the conversion, the amount of deduction shall be recalculated at the Bank's spot exchange rate at the time of the conversion. However, the amount in the inward currency after the calculation may not be less than the minimum deduction amount required by the Bank.

### (4) Use of the Trust Funds

- i. The decision on the use of the trust funds in accordance with this Chapter shall be made by the Client; the Bank does not have the right to decide on the use of the trust funds.
- ii. In addition to the matters specified in this Agreement, the Client authorizes the Bank to apply for foreign exchange settlement, purchase and sale of foreign currencies, time, period, execution of purchase and sale, trade settlement or other related activities, to dispose of the trust funds in accordance with the Client's instructions, and to participate in the exercise of the Client's rights and obligations in relation to investment targets (including but not limited to the exercise of voting rights at shareholders' meetings or fund beneficiaries' meetings or the exercise of other rights and obligations of shareholders or fund beneficiaries).
- iii. For each investment, the Client will specify the investment target by means of a subscription/investment application or other means agreed upon by both parties, which will be processed with the Bank's consent, and the investment will be made in the name of the Bank.
- iv. The Bank does not pay interest on the trust funds entrusted by the Client.
- v. When the Client conducts this business, in the event that computer system failure, telecommunication line failure, power outage, acts of third parties or other circumstances of force majeure prevent the Bank from complying with the transaction instructions, the Client agrees to postpone the execution of the transaction after the aforementioned obstacles are resolved till the banking day stipulated by the counterparty (including but not limited to fund managers, issuers of marketable securities and other investment targets, agents of offshore funds general agents, guarantee institutions, underwriters, investment advisers, agents of offshore funds general agents, the same applies hereinafter) or in accordance with the instructions of the counterparty. The Bank shall not be liable for any delay or default, and no interest shall accrue on the trust funds during the custody period.
- vi. The Client and the Bank shall jointly comply with the regulations of the investment target and its applicable laws and regulations. Both parties shall also comply with the regulations of the counterparty of the investment target, including the price, time, manner, calculation of net worth, allocation of proceeds, burden of expenses of subscription, redemption and conversion, and other matters relating to the operation of the investment target and the counterparty.
- vii. In the event that the Bank is notified of any increase or decrease in capital, liquidation, change (including name, denominated currency, calculation method, investment amount, etc.), merger, dissolution, suspension of trading or settlement, operational difficulties or other unavoidable circumstances concerning the counterparty or the investment target, the Client agrees to cooperate in the handling or termination of the investment, and the Client shall bear all losses and damages arising therefrom.

### (5) Allocation of proceeds

After deducting taxes and fees, the proceeds generated from the subscription of the investment target with the trust funds are allocated as cash or reinvested according to the regulations of the counterparty, and are allocated in cash or in units according to the ratio of the Client's trust funds to the pooled trust funds. The allocation is calculated to the decimal point in compliance with regulations of the investment target; the remainder, if any, is allocated randomly by computer. Cash proceeds will be transferred directly from the Bank to the deposit account opened in the Client's name at the Bank.

### (6) Beneficial Units

- i. The Bank may, within a reasonable period of time, either individually or collectively, apply trust funds of the same investment target for the subscription of the investment target specified by the Client.
- ii. When the Bank applies trust funds collectively, the subscription price and the number of beneficial units acquired are calculated and verified by the counterparty on the trade date. The beneficial units are allocated according to the ratio of the Client's trust funds to the pooled trust funds. The allocation is calculated to the decimal point in compliance with regulations of the investment target; the remainder, if any, is allocated randomly by computer, and the Client may not object.
- iii. The Client may not ask the Bank for direct delivery of the beneficiary certificates issued by the counterparty.

### (7) Collection of Trust Fees

- i. When the Bank invests non-discretionary money trust investments in domestic and foreign securities and other investment targets, unless otherwise agreed upon by both parties, the Bank shall receive remuneration in accordance with the following provisions:
  - (i) Subscription Fee: Calculated at a rate of 0% to 6.5% based on the principal of the Trust, or based on the fees stipulated in the public



- statement/product prospectus of the investment target, to be charged (deducted) at the time of each subscription or redemption mandated by the Client.
- (ii) **Trust Management Fee:**  
Single trust investment: 0.2% of the principal of the Trust per annum from the subscription date. For funds and ETFs, the minimum amount charged is NTD 200 equivalent per transaction, deducted when the Bank makes a disbursement for redemption. For other commodities, the amount is deducted from the disbursement upon dividend distribution, the investor's early redemption or maturity, or in accordance with the fees and charges stipulated in the product prospectus of the respective commodities.  
Dollar-cost averaging or dollar-value averaging trust investments: From the subscription date, based on the first-in-first-out principle, the amount shall be calculated at 0.2% of the trust principal (annual interest rate) on a daily basis. The amount is deducted when the Bank makes a disbursement for redemption, and the minimum amount charged is NTD 200 equivalent per transaction.
  - (iii) **Conversion Fee:** NTD 100 per transaction for domestic funds, NTD 500 per transaction for offshore funds, which is charged at the time of the Client's conversion application. If the domestic or overseas issuer stipulates a different rate or method of charging the conversion handling fee, the fee shall be charged in accordance with the issuer's billing regulations.
  - (iv) **Redemption Fee:** Based on the redemption transaction amount or the issuer's buyback amount at a rate of 0% to 3%, or in accordance with the fees specified in the public statement /product prospectus of the investment target. The handling fee is deducted from the Client's redemption or the issuer's buyback allocation.
- ii. **The Client understands and agrees that the following fees are paid by the counterparty to the Bank as fiduciary remuneration received by the Bank:**
- (i) **Service fee during the holding period:** Paid by the counterparty or fund house to the Bank, calculated by multiplying the Bank's net asset value in the counterparty or fund house by the fee rate, which is 0%-1.5% (annual fee rate). The payment method depends on each counterparty or fund house and may be monthly, quarterly, semi-annually or annually. This service charge is included in the fees specified in the prospectus of the counterparty or fund. In the case of funds, the fund house deducts the fee from the daily net asset value of each fund.
  - (ii) **Distribution fee or service fee upon subscription:** Payable by the counterparty or fund house to the Bank and paid in a lump sum at the time of subscription. The fee is calculated by multiplying the principal of the Trust by the fee rate, which ranges from 0% to 10%, depending on market conditions. This fee is included in the fees specified in the prospectus of the counterparty or fund. In the case of funds, the fund house deducts the fee from the daily net asset value of each fund.
- iii. If the Bank has agreed to offer a discount on the subscription handling fee during the period of the Bank's wealth management promotional campaigns, the Bank shall follow its rules.
  - iv. **The Client understands and agrees that any fees and charges that the Bank may receive from the counterparty in connection with the transactions under this Trust (non-discretionary money trust) shall be treated as trust remuneration for the Bank.**
  - v. Other costs and expenses incurred in connection with the investment in the investment target shall be borne by the Client by convention. Costs and expenses incurred in connection with litigation, arbitration or other dealings with third parties in order for the Bank to protect the interests of the Client shall also be borne by the Client.
  - vi. When the aforementioned fees to be borne by the Client actualize, the Bank reserves the right to debit the Client's designated deposit account. If for any reason the Bank is unable to collect, or if the Bank advances money, the Bank has the right to withhold from the earnings of the Client's trust funds or redemption proceeds, or dispose of a portion of the Trust Property to cover the fees or the Bank's accumulated advances.
  - vii. When the Client requests to view or copy information about the Trust Property, the Bank may charge a fee for the services provided. The fees and charges are listed in the Appendix and announced at the Bank's place of business and on the Bank's website. If there is any adjustment to the fees and charges, the Bank shall make an announcement at its business location and on its website sixty (60) days prior to the effective date. However, if the above terms and conditions are beneficial to the Client, the announcement shall become effective immediately.
- (8) **Conversion of Investment Targets**
- i. The Client may, with the Bank's consent, convert investment targets by filling out a conversion application form or by any other mutually agreed-upon method.
  - ii. Fund conversion is limited to funds issued by the same fund house. However, if there is a rule stipulating that the fund may not be converted, the rule shall prevail. If there is any reason not attributable to the Bank that makes conversion impossible, the conversion shall not be made until the reason has been eliminated.
  - iii. After the Client applies for fund conversion, he/she/it may not request the Bank to handle reconversion or redemption until the number of beneficial units has been confirmed by the counterparty.
  - iv. When a foreign currency trust is converted to a different currency, the principal of the Trust will be recalculated at the Bank's spot exchange rate at the time of the conversion.
- (9) **Midway/Early Termination**  
The Client may terminate the contract and apply for redemption at any time during the trust period, unless the investment target stipulates otherwise.
- (10) **Redemption of the Trust Funds**
- i. During the term of the Trust, the Client may proceed with redemption by means of a redemption application or any other mutually agreed-upon means. The Bank shall return redemption proceeds, less trust management fees, taxes and other related expenses, to the Client within a reasonable period of time. No interest is payable to the Client during the redemption process.
  - ii. The Bank will directly transfer redemption proceeds to a deposit account opened in the Client's name at the Bank.
  - iii. Except for foreign currency trusts, the redemption amount of the trust funds shall be converted into NTD by the Bank at the actual buying exchange rate or at the agreed exchange rate within a reasonable period of time after the Bank receives the redemption proceeds. The redemption amount is dependent on the fluctuation of the price of the investment target, the settlement rate and other factors, and is not the original amount of the trust fund.
  - iv. After the Client has applied for full redemption, the Bank may redeem the units upon receipt of notification from the counterparty that there are outstanding beneficial units derived from the investment target without prior notice to the Client, and return the proceeds to the Client after deducting trust management fees, taxes and other related expenses.
  - v. The redemption credit date shall be based on the actual domestic or foreign trading days plus a reasonable operating period, which may be postponed in the event of domestic or foreign market holidays or other factors.
  - vi. **In the event that it is necessary to restrict, suspend or compulsorily redeem an investment target due to domestic or foreign laws, regulations of the counterparty, or other reasons, the Client agrees to cooperate unconditionally in the handling or cessation of the investment, and may not refuse to redeem the investment on the grounds that this trust agreement has not expired. If the Client refuses to redeem the investment by the due date, the Bank shall proceed with the redemption and return the proceeds to the Client, less the trust management fee, taxes and other related expenditures, and the Client shall bear all resultant losses.**
  - vii. The Client may not request the Bank to process the redemption until the number of beneficial units applied for by the Client has been confirmed by the counterparty.
  - viii. In the event of partial redemption of an investment target, the transaction amount of each redemption and the minimum amount to be retained in the Trust shall be governed by the regulations of the Bank or the counterparty.
- (11) **Return of the Trust Funds**
- i. Upon signing this Agreement, the Client shall open a deposit account in his/her/its name with the Bank, and agrees that the Bank may use the account for the trust funds, fees and charges, and receipt and disbursement of income. However, if both parties agree to handle such matters by other means, the Bank may not do so.
  - ii. In the event that the trust funds or their interest cannot be distributed or, after distribution, cannot be deposited into the aforementioned account, the Bank may hold the amount for safekeeping without paying any interest.
- (12) **Limitations on the Settlor**  
The Client understands that the Bank does not accept mandates from U.S. citizens, U.S. residents, corporate or non-corporate entities, partnerships, or other similar organizations established under U.S. law. If the Client acquires the above status after transacting non-discretionary trust investments, he/she/its shall notify the Bank within thirty (30) days from the date of acquisition of such status, and at the same time present and provide the Bank with the required documents in accordance with the relevant U.S. tax regulations. If the Client's failure to comply with the above notification obligation results in any expenses, losses, penalties, or other similar charges incurred to or paid by the Bank, the Client shall be fully liable to compensate the Bank. If the Bank becomes aware that the Client has obtained the above status, the Bank may immediately notify and request the Client to terminate this Trust Agreement and other related agreements, and





the Bank may also proceed to redeem all of the beneficial units of domestic or foreign securities or funds held by the Client. The redemption proceeds will be handled in accordance with the relevant provisions of this Agreement.

## XII. Telephone Banking Service

### 1. Method and Scope of Usage

To use the telephone banking service, the Customer should present his/her identifications and original signature seal to any of the Bank's business units for application. After completing the procedure of setting the telephone banking PIN, the Customer can use the Bank's telephone banking service by entering the telephone banking PIN for verification via the telephone banking service hotline. The Bank's telephone banking service includes:

#### (1) Telephone Banking Service

The Customer can check the balance of his/her/its deposits, make fund transfers and use other services provided by the Bank via the telephone banking system after accessing the Bank's telephone banking system and entering his/her valid telephone banking PIN.

#### (2) Telephone Banking Service with CSR

After the Customer accesses the Bank's telephone recorded voice service by telephone and enters his/her valid telephone banking PIN correctly, subject to the Bank's further verification of his/her personal information (the Bank has the right but has no obligation to do so), the Customer can check the balance of his/her deposits, make fund transfer and use other services provided by the Bank via the personalized telephone banking service. The Bank reserves the right to refuse to provide the personalized telephone banking service if the Bank, in its reasonable judgment, has any doubt as to the truthfulness or accuracy of the information provided by the Customer. The Bank also reserves the right to further confirm the Customer's telephone instructions as it deems necessary.

### 2. PINs

- (1) Transactions made via the telephone banking PIN are as valid as withdrawals or transfer of funds made by the Customer using the passbook, seal or other contractual means. It is important for the Customer to keep his/her PIN safe and secure to ensure the security of using telephone banking. The Bank considers the Customer's use of the telephone banking service or transfers and transactions, verified by the Customer's telephone banking PIN, to be valid instructions from the Customer.
- (2) Unless otherwise specified by the Bank, the Customer should apply for and set the telephone banking PIN in person at the counter of any of the Bank's branches or receive a PIN letter delivered by the Bank. If the Customer intends to change his/her telephone banking PIN, he/she shall use the telephone recorded voice service via the Bank's telephone banking service hotline or make a written request in person at one of the Bank's branches. Once confirmed by the Bank's system, the new telephone banking PIN will be effective.
- (3) If the Customer enters the PIN wrong four times in a row when using these services, the Bank reserves the right to suspend these services and cancel the PIN without prior notice. If the Customer still needs to use these services, he/she must apply for a new PIN in person at any of the Bank's branches or by any other means agreed by the Bank.
- (4) The Customer's telephone banking PIN is stored in the Bank's computer, securely controlled by encryption, and cannot be traced. If the Customer has forgotten his/her telephone banking PIN and is unable to use the Bank's personalized telephone banking service, he/she shall visit any of the Bank's branches to re-apply. If the Customer wishes to cancel or suspend the telephone banking service, he/she shall also visit any of the Bank's branches for application. However, any transactions that have occurred before the cancellation or suspension is effective will remain valid.
- (5) If the Customer suspects that his/her telephone banking PIN has been compromised, he/she shall change the PIN as soon as possible by using the Bank's telephone banking service or checking with one of the Bank's branches in person. The Bank strongly advises the Customer not to use numbers that can be easily guessed by others (e.g. birthdays, consecutive digits, the same digit, etc.) as the PIN.
- (6) Expect the Customer set the telephone banking PIN at the counter in person, the Customer shall re-apply at any of the Bank's branch if the Customer does not activate the PIN (i.e. not using the PIN in the PIN letter to change the PIN via the Bank's telephone recorded voice service) within one month.
- (7) The Bank is entitled to verify that all instructions given with the correct telephone banking PIN are given by the Customer or by his/her/its authorized person or statutory agent, and the Bank may carry out such instructions without any liability as to whether the PIN is used by the Customer or the authorized person (for companies and not-for-profit corporations or other organizations, the responsible person should keep the PIN safe and secure). The Bank shall not be liable for any loss incurred to the Customer arising out of any fraudulent or unauthorized use of the PIN. However, the Bank shall be liable for any damage caused by the fraudulent or unauthorized use of the PIN if the Bank has failed to exercise the due care and diligence of a bona fide steward in the control of the information system.

### 3. Items in the Telephone Banking Service

After applying for this Service, the Customer may perform the following businesses for his/her account with the Bank. In addition to the aforementioned general terms and conditions of the telephone banking service, the terms and conditions herein shall apply.

#### (1) Telephone Banking Service

- i. Transfers Service: The Customer's NTD transfers at the Bank, NTD transfers of another person's predesignated account, and NTD comprehensive demand(savings) deposit transfer to comprehensive time deposit.

- (i) The Customer may transfer funds between demand deposit accounts opened with the Bank. In addition, the Customer may transfer funds from any pre-arranged outward account to a pre-arranged incoming account at any branch. Application for the predesignated incoming account will be effective on the next 2 calendar days. However, cancellation of the predesignated incoming account will be effective immediately.

- (ii) **When the Customer agrees to use the Bank's telephone banking transfer service, the amount of daily transactions, the number of transactions and the handling fee will be in accordance with the Charges for Electronic Access Services (Please refer to the appendix of Important Reminders: Fee Schedule). However, the agreement may be followed if there is another agreement with the Bank.**

- (iii) When transferring funds into the checking account through telephone banking, the Customer must complete the transfer before three o'clock in the afternoon daily. The Customer shall be responsible for any dishonored check due to delay.

#### ii. Foreign Currency Service

The Customer may transfer NTD and foreign currencies between the Customer's own accounts at the Bank, transfer foreign currencies between the Customer's own accounts or another person's predesignated account at the Bank, or foreign currency comprehensive demand(savings) deposit transfer to comprehensive time deposit.

- (i) To use this Service, the Customer needs to apply for NTD and foreign currency outward accounts and foreign currency predesignated incoming accounts in advance. Application for the predesignated incoming account will be effective on the next 2 calendar days. However, cancellation of the predesignated incoming account will be effective immediately.

- (ii) **For foreign currency exchange, each transaction or the cumulative transaction amount per day shall not exceed the equivalent of NTD 500,000.**

- (iii) Foreign currency trading hours are from 9:10 a.m. to 3:30 p.m. on business days at the head office of the Bank. In the event that the exchange rate fluctuates drastically in the foreign exchange market and the quotation cannot be posted at 9:10 a.m., the transaction shall start at the time the quotation is posted on the day of the transaction.

- (iv) When the Customer conducts foreign currency purchase or sale, the applicable exchange rate will be based on the spot buying/selling posted rates at the time of the transaction. However, the Bank may suspend the service in case of severe fluctuations in the foreign exchange market.

#### iii. Other Services: blank checkbook application, automatic renewal and cancellation of NTD and foreign currency consolidated time deposits, etc.

- iv. Service for Reporting Loss and Changing PINs: After the Customer's identity is verified by his/her PIN or date of birth, the Customer's report on the loss of his/her ATM card, passbook, seal and certificate of deposit to stop payments shall be deemed to be the same as done by the Customer in person in writing. If it is reporting loss of his/her ATM card or passbook, the Customer shall visit any branch in Taiwan afterwards to complete the paperwork for reporting lost cards or passbooks and requesting stop payments. However, if the seal for the checking account is lost, the Customer must visit the original account opening office to complete the required paperwork for reporting the loss and requesting stop payments.

- v. Payment Service: Only available to the payment of Customer's Chunghwa Telecom bills and bills of credit cards issued by the Bank.

- vi. Fax Service: Including the Bank's interest rates, exchange rates, transaction details, business addresses and telephone numbers, etc., and all the information includes in the Customer's accounts regardless of account agreements.

- vii. Inquiries Service: Balance of various deposits and loans, transaction details, interest rates, exchange rates, trial calculations of deposit and loan interest, same-day inward remittance, loan interest payments, and securities settlement shortfalls.





- viii. Reservation Service: Providing NTD scheduled transfer and NTD scheduled comprehensive demand(savings) deposit transfer to comprehensive time deposit.
- (i) When the Customer makes a scheduled transfer (or NTD comprehensive demand(savings) deposit transfer to comprehensive time deposit) through telephone banking, the date of the scheduled transfer (or comprehensive demand(savings) deposit transfer to comprehensive time deposit) shall be within six months.
  - (ii) The date of the telephone banking transaction appointment may not be the date of the appointment. If the date of scheduled conversion from consolidated deposit to time deposit is a non-business day, the conversion shall be executed on the next business day.
  - (iii) A scheduled transfer transaction cannot be completed by the Bank unless the outward account has sufficient balance and the transfer amount does not exceed the agreed outward limit on the day the scheduled transfer transaction is executed.
  - (iv) A scheduled comprehensive demand (savings) deposit transfer to comprehensive time deposit may be completed by the Bank only if the balance of the consolidated deposit account is sufficient for the conversion into time deposit before the end of business hours on the day of the reserved transaction, and the interest rate of the deposit adheres to the posted interest rate on the day the transaction is completed.
  - (v) If the Customer wishes to cancel a scheduled transaction, the cancellation shall be executed before midnight on the day of the scheduled transfer (or conversion from consolidated deposit to time deposit).
  - (vi) If there is any discrepancy in the information on the scheduled transaction or if the Bank has any doubts about the scheduled transaction, the Bank reserves the right not to execute the scheduled transaction on the date of the scheduled transfer (or scheduled comprehensive demand (savings) deposit transfer to comprehensive time deposit).
  - (vii) Once the Customer has changed his/her PIN, the scheduled transaction shall remain valid if the scheduled transaction has not yet expired.
  - (viii) Once the Customer has terminated the Service, the scheduled transaction shall also be terminated and automatically become invalid if the scheduled transaction has not yet expired.
- (2) Telephone Banking Service with CSR
- i. NTD Deposit Service: NTD Transfers of the Customer's own account at the Bank, NTD transfers of another person's predesignated account, credit card payment, NTD scheduled comprehensive demand (savings) deposit transfer to comprehensive time deposit, midway/early termination of NTD time deposit, and change of time deposit renewal terms.
    - (i) The Customer may apply for any demand deposit (savings) account in any currency opened with the Bank to be the designated outward account. After application, the Customer may transfer funds to any of his/her own accounts with the Bank, including but not limited to demand deposit (savings) account, checking account, trust account, gold passbook account, and another person's accounts or interbank designated account.
    - (ii) Transfer of funds between the Customer's own accounts with the Bank  
The Customer needs to apply at the Bank's business unit for telephone banking service to transfer funds between his/her own accounts with the Bank. All demand deposit (savings) accounts opened at the Bank are set up as outward accounts, meaning that no agreement following each account is required. However, incoming accounts are limited to those accounts that the Customer has opened at the Bank, including but not limited to NTD and foreign currency deposit and loan accounts, trust accounts and gold passbook accounts.
    - (iii) When the Customer agrees to use the Bank's phone banking transfer service, the daily transaction amount, limitation on the number of transactions, and the handling fee will be charged in accordance with the Charges for Electronic Access Services (Please refer to the appendix of Important Reminders: Fee Schedule). However, if there is another agreement with the Bank, the agreement may apply. Application for the predesignated incoming account will be effective on the next 2 calendar days; however, cancellation of the predesignated incoming account will be effective immediately.**
    - (iv) When transferring funds into the checking account through telephone banking service, the Customer must complete the transfer before three o'clock in the afternoon that day. The Customer shall be responsible for any dishonored check due to delay.
    - (v) Fund/trust and payment services shall be handled in accordance with the Bank's relevant regulations.
  - ii. Foreign Currency Deposit: Transfers between NTD and foreign currencies of the Customer's own accounts at the Bank, foreign currency transfers of the Customer's own accounts at the Bank, foreign currency transfers between the Customer's and another person's accounts in the same currency with the Bank, conversion from foreign currency consolidated deposits to consolidated time deposits, foreign currency special time deposits, midway/early termination of foreign currency time deposits, and change of time deposit renewal terms.
    - (i) To use this Service, the Customer needs to apply for NTD and foreign currency outgoing accounts and foreign currency predesignated incoming accounts in advance. Application for the predesignated incoming account will be effective on the next 2 calendar days; however, cancellation of the predesignated incoming account will be effective immediately.
    - (ii) For foreign currency exchange, each transaction or the cumulative transaction amount per day shall not exceed the equivalent of NTD 500,000.**
    - (iii) When the Customer conducts foreign currency purchase or sale, the applicable exchange rate will be based on the spot buying/selling posted rates at the time of the transaction. However, the Bank may suspend this service in case of severe fluctuations in the foreign exchange market.
  - iii. Fund Service: Services include fund subscription, dollar-cost averaging or dollar-value averaging subscription, switching/conversion, redemption change in dollar-cost averaging and dollar-value averaging conditions.
  - iv. Offshore Bond Service: Services include offshore bond subscription and redemption.
  - v. ETFs, Offshore Stocks and Preferred Stocks: Subscription and redemption services for ETFs, offshore stocks and preferred stocks.
  - vi. Gold Service:
    - (i) Gold passbook trading services include buying and reselling of gold, dollar-cost averaging investment contracts and change in dollar-cost averaging contractual terms.
    - (ii) If the Customer has set a PIN for gold withdrawal, the PIN is not required for gold withdrawal through the personalized telephone service.
  - vii. Inquiry Service:  
Inquiries encompass balance of NTD and foreign currency deposits, transaction details, net worth/price of investment commodities and investment gains/losses, details and interest accrual of NTD time deposit accounts, details and interest accrual of foreign currency time deposit accounts, trial calculation for termination of NTD and foreign currency time deposits, collection statements of NTD and foreign currency negotiable instruments, statements of insufficient balance of checking accounts, statements of securities delivery shortfalls, NTD and foreign currency deduction for income tax on interest, NTD and foreign currency deduction for supplementary insurance premium of the National Health Insurance, foreign currency inward (outward) remittance details, etc.
  - viii. Reservation Service:  
Transfers of the Customer's own NTD accounts by appointment, transfers of NTD predesignated accounts by appointment, cancellation of scheduled transfers of the Customer's own NTD accounts, cancellation of scheduled transfers of NTD predesignated accounts, conversion of NTD consolidated deposit into consolidated time deposit by appointment, cancellation of scheduled conversion of consolidated deposit into consolidated time deposit.
    - (i) When the Customer makes an appointment to transfer funds through the personalized telephone service, the date of the appointment must be within one year.
    - (ii) The scheduled transaction date cannot be the date that the appointment is made. If the date of scheduled conversion from NTD consolidated deposit to time deposit is a non-business day, the conversion shall be executed on the next business day.
    - (iii) A scheduled transfer transaction cannot be completed by the Bank unless the outward account has sufficient balance and the transfer amount does not exceed the agreed outward limit on the day the scheduled transfer transaction is executed. In addition, whether the Bank notifies the Customer, the Customer is requested to call or go online after 10:00 a.m. on the day of the transfer to confirm the transaction is successful.
    - (iv) A prearranged conversion from consolidated deposit to consolidated time deposit may be completed by the Bank only if the balance of the consolidated deposit account is sufficient for the conversion into time deposit before the end of business hours on the day of the prearranged transaction. In addition, whether the Bank notifies the Customer, the Customer is requested to call or go online after 10:00 a.m. on the day of the conversion to confirm the transaction is successful. The interest rate of the deposit adheres to the posted interest rate on the day the transaction is completed.
    - (v) If the Customer wishes to cancel a scheduled transfer, the cancellation shall be executed by 5:00 p.m. on the business day prior to the transfer date. The same regulation shall apply if the transfer date is a holiday.
    - (vi) Once the Customer has changed his/her PIN, the scheduled transaction shall remain valid if the scheduled transaction has not yet expired.
    - (vii) Once the Customer has terminated the Service, the scheduled transaction shall also be terminated and automatically become invalid if the



- scheduled transaction has not yet expired.
- ix. Service for Information Change:  
Changes in the Customer's basic information, changes in joint marketing and sales marketing channel remarks (from agreement to disagreement only), and cancellation of e-banking predesignated receiving accounts.
- (i) If there is a scheduled transfer to the account via telephone banking after the cancellation of the e-banking predesignated incoming account, the scheduled transfer shall not be executed. If the scheduled transfer is made through Internet banking and the transaction amount is less than NTD 50,000 (inclusive), the scheduled transaction will be executed as a non-predesignated transfer.
  - (ii) **If the Customer enters personal Internet/mobile banking passwords incorrectly up to three consecutive times or more (the times of Internet and mobile banking shall be calculated collectively), Internet/mobile banking passwords would be locked. The Customer can unlock the password through the Bank's telephone banking personalized service. Per customer can unlock Internet/mobile banking passwords up to five times per day. If the Customer uses the service over five times, he/she shall visit any of the Bank's business units in person for unlock or reset the password, or unlock it through the Bank's telephone banking personalized service next day.**

#### 4. Government Decree Requirements

The Bank will provide such services upon receipt of instructions with the correct telephone banking PIN. However, the Bank is not obliged to provide such services if, in its sole discretion, the provision of such services would cause the Bank to violate any law or government policy.

- (1) When making foreign currency transfers through telephone banking, the Customers should comply with the Regulations Governing the Declaration of Foreign Exchange Receipts and Disbursements or Transactions issued by the Central Bank. If the transfer is between demand deposits in different foreign currencies, the applicable exchange rate shall be based on the Bank's posted spot buying/selling rate at the time of the transfer. However, if the foreign exchange market is highly volatile, the Bank may suspend processing of the transfer.
- (2) The Bank has the right to declare the foreign exchange settlement truthfully on behalf of the Customer in accordance with the relevant foreign exchange laws and regulations, and the Customer acknowledges all and does not object. The Bank has the right to decline the application if it is aware that the Customer has exceeded his/her/its maximum amount of foreign exchange or the Customer's application is prohibited by law.

#### 5. Liabilities and Obligations

- (1) The Bank may accept and carry out instructions, which are verified by the correct telephone banking PIN, given by the Customer. However, the Bank is entitled (but not obliged) to further verify such telephone instructions as it deems necessary. In addition, the Bank may not execute a telephone instruction if, in its reasonable judgment, it doubts the truthfulness or accuracy of the instruction.
- (2) The transactions, processed amounts, conditions and other contents instructed by the Customer through the Bank's telephone banking personalized service shall be subject to the confirmation of the transaction given by the Bank to the Customer over the telephone. For services that require written instructions, the transaction will not be completed until the Customer completes the paperwork as instructed by the Bank.
- (3) The Customer shall be liable for any damage caused to the Bank arising from the Customer's usage of the Service, unless such damages are caused by the Bank's intention or negligence.
- (4) When using the telephone banking service, the Customer enters his/her/its account number, amount and other information by telephone, and the transaction will be completed after the Customer's verification via the telephone voice operation. If there is an error in the designated deposit account or amount of money transferred to the account, the Customer is responsible for the error, and the Bank is not liable to retrieve the money. The Customer may check whether the transaction is successful via this voice service, and the Customer shall contact the Bank immediately if he/she has any doubt. If, as a result of the Bank's investigation, any inaccuracy is identified in the transaction record, the Bank shall correct it immediately. If the Bank's investigation does not reveal any inaccuracy, the main file of the Bank's computer shall prevail.
- (5) Transactions conducted by the Customers through the telephone banking personalized service have the same effect as the withdrawal or transfer of funds by passbook, seal, or other contracted means, and the balance of the deposit after the transaction is based on the Bank's computer master file. The Customer may verify accounting records at any time by making inquiries through the telephone voice service, requesting the Bank to fax the transaction details, updating the passbook, or visiting the Bank for additional passbook entries.
- (6) The Bank should send a monthly electronic billing statement of transactions in the previous month by electronic message, mail or other means to the Customer for verification (no statement will be sent if there are no transactions in the month). If, after verification, the Customer believes that there is an error in the statement, he/she/it shall notify the Bank within forty-five (45) days from the date of receipt of the statement to clarify the error. In response to the Customer's notification, the Bank should inform the Customer of the status or result of the investigation within thirty (30) days from the date the notification reaches the Bank.
- (7) The Customer understands and agrees that the Bank will record all telephone conversations with the Customer while the Customer is using the telephone banking personalized service, and that the Bank may play the recordings as it deems necessary.
- (8) The Bank shall not be liable for any loss caused to the Customer as a result of the failure to provide this service, which is subject to the business hours of the Financial Information Service Co., Ltd. or other financial institutions.
- (9) The Bank shall not be liable for any errors or delays caused by telecommunications line failure, acts of third parties or any other circumstances not attributable to the Bank. If the Customer is unable to make a transfer or other transactions due to a computer system suspension, the Customer must go to any branch of the Bank in person to make the necessary transaction.
- (10) The Customer agrees that the Bank may suspend, terminate, or add items of telephone banking services and regulations as approved by the competent authorities. However, the Bank should prominently and publicly disclose the suspension or termination of the service item and the handling in advance at the Bank's business locations or on the homepage of the Bank's website or in writing to the Customer.
- (11) If the Customer uses the telephone banking service inappropriately or if the Bank deems it necessary, the Bank may terminate the usage of this service at any time. The Customer shall give written notice to the Bank to cease providing this service. However, any transactions that have occurred prior to the effective date of the termination notice will remain valid.

#### 6. Customer Service

**Complaint and Customer Service Hotline: 0800-688-168 and 02-2182-1988**

### XIII. Internet/Mobile Banking Service

#### General Terms and Conditions

1. Bank Information
  - (1) Name: Yuanta Commercial Bank
  - (2) **Complaint and Customer Service Hotline: 0800-688-168, (02)-2182-1988 and (02)-2182-1968.**
  - (3) Website: <https://www.yuantabank.com.tw/>
  - (4) Address: No.157, Sec.3, Renai Rd. Daan Dist Taipei City, Taiwan
  - (5) Fax: 02-7734-8958
  - (6) E-mail: [service@yuanta.com](mailto:service@yuanta.com)
2. Applicable Scope of the Agreement  
This Agreement is a general and common agreement for Internet/mobile banking service. Unless otherwise agreed in any individual agreement, this Agreement shall prevail. **No individual agreement shall contradict this Agreement, except to the extent that an individual agreement is more protective of the Customer.** In the event of doubt, the terms and conditions of this Agreement shall be interpreted in the way that best reflects the Customer's best interest.
3. Definition of Terms
  - (1) Internet Banking: The Customer's computer is connected to the Bank's computer via the Internet, so that the Customer can directly access all financial services provided by the Bank without visiting the counter at the Bank.
  - (2) Mobile Banking: The Customer is able to access the Bank's financial services directly by connecting to the Bank's computers via telecommunications network signals with various smartphones (mobile phones equipped with open operating systems that allow input, access and expansion of information and software programs), without the need to visit the Bank's counter.
  - (3) Electronic Message: Texts, sounds, pictures, images, symbols, or other data transmitted by the Bank or the Customer through computers and Internet connections are processed electronically or in a manner not directly recognizable to the human perceptions to create a record sufficient to express the intent for the use of electronic processing.
  - (4) Digital Signature: The electronic message is computed into digital data of a certain length by mathematical algorithm or other means and encrypted with the signatory's private key to form an electronic signature that can be verified by the public key and the private key.



- (5) Private Key: A signature on digital data with a matching relationship that is retained by the signatory for the purpose of creating a digital signature.
- (6) Public Key: A signature on digital data with a matching relationship that is disclosed to the public for the purpose of verifying digital signatures.
- (7) Certificate: A proof in electronic form containing signature verification data to confirm the identity and eligibility of the signatory.
- (8) Account: The designated NTD or foreign currency demand deposit (savings) account, on which both contracting parties have agreed in writing, used to make the Customer's payments.
- (9) SSL (Secure Socket Layer) Security Mechanism: The information is transmitted over the Internet using the SSL protocol to ensure the confidentiality and integrity of the information.
4. Mobile Banking Services  
The Customer agrees that application for Internet banking is required before application for mobile banking. When using mobile banking, the Customer agrees to use the Internet banking user ID and password to log in to mobile banking for various services. The actual service items provided will be subject to the current items in and future additions to the Bank's mobile banking system. The transaction regulation and service settings (e.g., transfer limit, outgoing/incoming account transfer, etc.) of mobile banking are the same as those of Internet banking and are calculated on a consolidated basis. All existing (including past agreements and not yet cancelled) or new settings and agreements (such as debiting/beneficiary accounts, etc.) will be applied to mobile banking. The number of times of incorrect login passwords will be combined with Internet banking. In addition, if the Customer terminates Internet banking, the mobile banking service will be terminated as well. The Customer's user ID and password are applicable to both Internet banking and mobile banking, but it is not possible to use the same user ID and password to log in to Internet banking and mobile banking at the same time.
5. Verification of Internet Banking Website/Mobile Banking Application Download  
The Customer should confirm the correct URL of Internet banking before using the Internet banking service. The Customer should confirm the correct APP (application program) or website of mobile banking for download/installation/access before using mobile banking services. The Customer shall contact the Bank's customer service hotline or service desk at any of the Bank's locations in case of any question. The Bank shall inform the Customer of the risks of the Internet banking environment in a manner that is generally understood by the general public. The Bank shall act as a bona fide steward and maintain the accuracy and security of the Bank's website or APP service on the mobile device at all times, and be aware of any fraudulent websites to prevent any damage to the Customer's rights.
6. Network Used for the Connection  
The Bank and the Customer agree to use the Internet for the transmission and receipt of electronic messages. The Bank and the Customer shall enter into an Internet service agreement with each network operator or telecommunications carrier for each of their respective rights and obligations, and the Bank and the Customer shall be responsible for the cost of Internet usage respectively. In the event that the Customer is temporarily unable to access the Bank's Internet banking/mobile banking service due to system maintenance, busy lines or interruptions, the Customer may choose to use other automated systems (such as web ATMs, telephone banking or ATMs) that provide services as usual, or visit the Bank's counter during business hours, or wait until the system resumes service.
7. Receipt and Response to Electronic Messages  
Upon receipt of an electronic message containing a digital signature or an electronic message that has been agreed upon by the Bank and the Customer for identification purposes, with the exception of inquiries, the Bank shall provide the Customer with a webpage with important information in the electronic message of the transaction for the Customer to reconfirm, review and process immediately, and notify the Customer of the review and processing results in a manner agreed upon by both parties.  
**Any electronic message received by the Bank or the Customer from the other party shall be deemed not to have been transmitted at all if the identity or content of the message is unrecognizable.** However, if the Bank is able to identify the Customer, the Bank shall immediately notify the Customer of the fact that the content is unrecognizable in the manner agreed upon by both parties.
8. Non-execution of Electronic Messages  
The Bank will not execute any received electronic message if any one of the following circumstances applies:  
(1) Where the Bank has specific reasons to doubt the authenticity of the electronic message or the accuracy of the specified matters.  
(2) Where the Bank will violate relevant laws and regulations if the Bank executes the electronic message.  
(3) Where the Bank is unable to deduct fees and charge payable by the Customer from the Customer's account for any reason attributable to the Customer.  
In the event that the Bank does not execute the electronic message mentioned above, the Bank shall notify the Customer of the reasons and circumstances of the non-execution in the manner agreed upon by both parties. The Customer may confirm with the Bank in the manner agreed upon by both parties after receiving such notice. However, the Bank is not responsible for any non-execution of electronic signals caused by the poor quality of signals transmitted by the mobile communications carrier.
9. Operating Time Limits for Electronic Message Exchange  
**Electronic messages are processed automatically by the Bank's system. Electronic messages sent by the Customer, after the Customer has verified the accuracy of the contents according to the revalidation mechanism provided by the Bank in accordance with Paragraph 1 of Article 7, may not be withdrawn once the electronic message reaches the Bank. However, scheduled transactions which have not expired may be withdrawn or revised within the period specified by the Bank.**  
**After the electronic message is sent to the Bank via the Internet, if the Bank's business hours (the business hours for each service are determined by the announcements on the Bank's website) have ended while the Bank's system is automatically processing the electronic message, the Bank shall immediately notify the Customer by electronic message that the transaction will be rescheduled for the next business day or processed in another agreed-upon manner.**
10. Service Items  
The Bank shall specify the services provided in this Agreement. In the event that such information is presented on the Internet banking website, the Bank shall ensure that such information is accurate and that the Bank's obligations to the Customers may not be less stringent than the contents of the website. The aforementioned services shall be based on the services provided by the Bank's Internet banking and mobile banking.
11. Transfer Services, Transfer Limits and Daily Maximum Transfer Amounts  
(1) The Customer is required to apply for Internet banking transfer service at the Bank's business unit, and set up any demand deposit (savings) account or checking account in any currency opened by the Customers at the Bank's business unit as an outward transfer account. If the Customer wishes to set up other demand deposit (savings) accounts or checking accounts as outward transfer accounts, the setup must be done on an account-by-account basis. Upon application, the Customer may transfer the funds to other accounts opened by the Customer with the Bank, including but not limited to demand deposit (savings) accounts, checking accounts, trust accounts, gold passbook accounts and another person's accounts or interbank accounts.  
(2) Transfer between the Customer's Accounts with in the Bank  
The Customer needs to apply for personal Internet/mobile banking service to transfer funds between his/her corporation's accounts within the Bank at the Bank's business unit. All demand deposit (savings) accounts and checking accounts opened by the Customer with the Bank are designated as outward transfer accounts, and no account-by-account agreement is required. However, beneficiary accounts are limited to the accounts opened by the Customer with the Bank, including but not limited to NTD and foreign currency deposit and loan accounts, trust accounts, and gold passbook accounts.  
(3) **When transferring funds via Internet/mobile banking, the Customer agrees to follow the Bank's standards regarding the maximum single transfer from one person to the same account of the same person with the Bank, the accumulated daily amount, and the maximum single transfer to a third person's account within the Bank or interbank account, as well as the accumulated daily amount. The daily maximum amount mentioned above is controlled individually by access, the Bank's telephone banking, web ATM, ATMs, Internet banking and mobile banking. The Bank may adjust the maximum amount as it fits and shall announce the adjustment on the Bank's website.**  
(4) **Transfers to checking accounts via Internet/mobile banking must be completed by 3:00 p.m. daily. The Customer is solely responsible for any dishonored checks due to delays.**  
(5) Fund, domestic and foreign stocks, foreign bonds, trust and payment services shall be handled in accordance with the relevant regulations of the Bank.  
(6) **Where foreign exchange service involves NTD exchange transactions (settlement and outward remittance):**  
**i. Where the Customer holds a certificate issued by the Bank or by the financial holding company to which the Bank belongs:**  
**Personal Internet Banking: According to the assets under management (AUM) between customers and the Bank, the amount of each**



transfer may not reach the equivalent of USD 50,000, USD 100,000 or USD 300,000, the daily cumulative amount may not reach the equivalent of USD 100,000, USD 300,000 or USD 500,000.

**Prestige Corporate Banking:** During common business hours (before 3:30 p.m. on business days), for individuals and groups, the amount of each transfer or the daily cumulative amount may not reach the equivalent of USD 500,000, and for corporate firms, the amount of each transfer or the daily cumulative amount may not reach the equivalent of USD one million. During non-common business hours (after 3:30 p.m. on business days), for individuals, groups and corporations, the amount of each transfer or the daily cumulative amount may not reach the equivalent of NTD 500,000.

- ii. **For customers who do not have the certificate issued by the Bank, the amount of each transfer or the daily cumulative amount may not reach the equivalent of NTD 500,000.**
- (7) The Bank may authorize the Customer to use or discontinue the Customer's use of new Internet /mobile banking services, and the Customer agrees to comply with the Bank's rules concerning the new services.
- (8) Designated beneficiary accounts for NTD or foreign currency transfers and foreign currency outward remittances will be effective on the next 2 calendar days; however, cancellation of designated beneficiary accounts via Internet/mobile banking will be effective immediately as per regulations.
- (9) Non pre-designated Transfer Passwords for NTD Accounts
  - i. When making a non-contractual transfer through personal Internet banking, the Customer may either use the chip ATM card with a card reader or enter a non-pre-designated transfer password approved by the Bank to perform the transaction. Customers who have chip ATM cards may use their own card readers at their Internet banking terminals without the need to apply separately. **When the Customer uses the non-pre-designated transfer password to make a transaction, the Bank's system will send a set of non-pre-designated transfer password to the Customer's mobile phone number which preserved with the Bank. The non-pre-designated transfer password is valid for one time only (within five minutes sent out from the Bank's system), and after the Bank's system verifies the password, the transaction can be processed.**
  - ii. The Customer agrees that if the non-pre-designated transfer password is entered correctly for the Bank's personal Internet/mobile banking service, the Bank shall consider the non-pre-designated transfer password to be a valid instruction from the Customer, whether or not authorized by the Customer, and complete the transaction. The Customer shall acknowledge and shall not object to the transaction.
  - iii. **If the Customer enters the non-pre-designated transfer password incorrectly up to three consecutive times or more (all access channels combined), or if the Customer requests a non-pre-designated transfer password without entering the non-pre-designated transfer password in the right field to perform any transaction for three successive times or more (all access channels combined), the Bank shall automatically stop the Customer from using the non-pre-designated transfer password service. If the Customer needs to resume the service, the Customer shall present his/her ID card and original seal to the Bank in person to apply for unlocking and resetting, or apply through the Bank's customer service hotline: 02-21821988 and 0800688168.**
  - iv. If the mobile phone or SIM card used by the Customer to receive the non-pre-designated transfer password is lost, destroyed or stolen, the Customer shall notify the mobile phone operator of the loss and shall also go to the Bank to cancel or change the non-pre-designated password service. The cancellation or change will not be effective until the Bank completes the registration process. The Customer acknowledges the validity of all transactions made under the original agreement before the Bank completes the registration process.
12. **Scheduled Transactions**
  - (1) If the day on which the transfer is scheduled via personal Internet/mobile banking is a non-business day, the transaction will be executed as usual. If the day on which the NTD consolidated demand deposit is scheduled to be converted into the consolidated time deposit is a non-business day, the transaction will be executed on the next business day.
  - (2) If the day on which the transfer is scheduled via Prestige Corporate Banking is a non-business day, the transaction will be postponed to the next business day.
  - (3) If the aforementioned day on which a transaction is scheduled is a temporary day-off (e.g. typhoon, earthquake), the scheduled transaction will be executed normally. However, domestic remittances in foreign currencies through the Foreign Currency Settlement Platform of the Financial Information Service Co., Ltd. will be subject to the announcements made by the Financial Information Service Co., Ltd.
  - (4) A scheduled transfer transaction cannot be completed by the Bank unless the outgoing account has sufficient balance before the end of business hours and the transfer amount does not exceed the agreed outgoing limit on the day the scheduled transfer transaction is executed.
  - (5) If the Customer wishes to cancel a scheduled transaction, the cancellation shall be executed by midnight on the day of the scheduled transaction at the latest.
  - (6) For scheduled conversion from NTD consolidated demand deposit to consolidated time deposit, the interest rate of the deposit adheres to the posted interest rate on the day the conversion is completed.
  - (7) Where the Customer has changed his/her/corporation's password, the scheduled transaction shall remain valid if the scheduled transaction has not yet expired.
  - (8) Where the Customer has terminated the Service, the scheduled transaction shall also be terminated and automatically become invalid if the scheduled transaction has not yet expired.
  - (9) After the Customer has successfully scheduled a transaction, he/she/it can log on to Internet banking to check the transaction result starting from 10:30 a.m. on the day of execution of the scheduled transaction.
13. **Restrictions on Foreign Exchange Transactions**

The Customer may not use Internet/mobile banking to conduct foreign exchange transfers and remittance transactions that require an approval letter or a transaction document.
14. **Foreign Exchange Transaction Hours**

Real-time transfer transaction hours is 24 hour for foreign currency transfers of the Customer's own accounts. Transaction hours of other foreign currency transactions are from 9:10 a.m. to 9:00 p.m. on the business day of the head office of the Bank. However, outward remittance transactions are available until 3:30 pm. If the exchange rate is highly volatile and the exchange rate quotation cannot be posted at 9:10 a.m. on the day of the transaction, the transaction will start at the time when the exchange rate quotation is posted on the day of the transaction.
15. **Foreign Currency Outward Remittance Business**
  - (1) After the Bank has verified the accuracy of the Customer's outward remittance instruction, the Bank will withhold the remittance from the designated foreign exchange forwarding account on behalf of the Customer.
  - (2) **The Customer may authorize the Bank or the Bank's correspondent bank to remit the funds in any manner and by any means as the Bank or the Bank's correspondent bank deems fit, with any correspondent bank being the beneficiary bank or the intermediary bank for the purpose of conducting foreign currency outward remittance business. The Bank shall not be liable for any failure of the beneficiary or intermediary bank, whether that bank is designated by the Customer or by the Bank. If the Bank is requested by the Customer to assist in tracing or inquiry, in addition to the handling fee, the Customer shall be responsible for any necessary cost of postage and telegrams and any fees charged by the beneficiary or intermediary bank. The Bank may require partial payment up front and will not be liable for any advance.**
  - (3) **The Bank shall not be liable for any delay or non-delivery of the remittance due to any error or omission not attributable to the Bank. In the event that the Bank assists the Customer in processing the refund or transfer of the remittance for the aforementioned reasons, the Bank may, at its discretion, charge a handling fee, and the Customer shall be responsible for any necessary cost of postage and telegrams and any fees charged by the beneficiary or intermediary bank.**
  - (4) **If the outward account is in a foreign currency, the Customer agrees that the transfer amount shall be the outward remittance plus the equivalent of the handling fee and the cost of postage and telegrams in the foreign currency at the prevailing spot buying rate set by the Bank at the time of the transaction; if the account is in NTD, the transfer amount shall be the outward remittance plus the NTD equivalent of the handling fee and the cost of postage and telegrams at the Bank's spot selling rate at the time of the transaction, and the Customer may not object.**
  - (5) **If the Customer does not specify, the applicant shall be responsible for the Bank's remittance fee and the beneficiary shall be responsible for all other fees (fees deducted for the outward remittance by the offshore beneficiary or intermediary bank from the remittance). The Customer shall have no objection.**
16. **Application of Foreign Exchange Rates**

When the Customer purchases or sells foreign exchange, the applicable exchange rate for the settlement will be based on the Bank's prevailing spot buying/selling rate at the time of the transaction. However, the Bank may suspend this service when the foreign exchange market is highly volatile.
17. **Reporting of Foreign Exchange Business**





- (1) When using Internet banking to make remittance and transfer transactions, the Customer should comply with the following matters announced by the Central Bank:
    - i. The Regulations Governing the Declaration of Foreign Exchange Receipts and Disbursements or Transactions
    - ii. Instructions on completing the Declaration Statement of Foreign Exchange Receipts and Disbursements or Transactions
    - iii. Points to note when the banking industry counsels its clients on reporting foreign exchange income and expenditure or transactions
  - (2) When applying for this service, the Customer must obtain relevant supporting documents which are recognized by the Bank as meeting the requirements and qualifications.
  - (3) If the Customer's foreign exchange income and expenditure or transaction is not settled in NTD, the Customer shall declare with other transaction certificates issued by the Bank.
  - (4) When using this service to declare foreign exchange settlement, the Customer should be prudent in reporting the nature of the remittance. In case of false declaration, the Bank may terminate the Customer's use of this web connection service for foreign exchange business.
  - (5) The Bank reserves the right to compile memos and transaction certificates and file a summary report in accordance with the relevant foreign exchange laws and regulations, and in accordance with the basic information provided by the Customer, and the Customer acknowledges and agrees that there is no objection. The Bank reserves the right to decline the Customer's request if the Bank is aware that the Customer has exceeded the amount of foreign exchange available to the Customer or if the Bank is prohibited by law from handling the request.
  - (6) If the amount of remittance for over-the-counter and online transactions reaches a large settlement amount on the same day, the Customer shall provide relevant transaction documents in accordance with the Regulations Governing the Declaration of Foreign Exchange Receipts and Disbursements or Transactions and apply for large settlement amount declaration for over-the-counter transactions instead. If there is any intentional evasion of large settlement amount declaration, once detected, the Customer's future NTD settlement declaration shall be carried out at the Bank's counter.
18. Import – related business services :
- (1) Before applying for using the function of issuing Letter of Credit, the Customer 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.
  - (2) The Customer 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.
  - (3) If written application is required according to regulations when the Customer uses the import related services provided by the Bank, the Customer shall unconditionally go to the Bank counter as soon as possible to complete the additional process for written documentation.
19. **Fees and Charges**  
**From the date of using the services under this Agreement, the Customer agrees to pay the service fee, handling fee and other charges in accordance with the Charges for Electronic Access Services (Please refer to the appendix of Important Reminders: Fee Schedule), and the Customer authorizes the Bank to deduct the fees and charges from the Customer's account automatically. The Bank shall not charge any fee which is not stated in this Agreement.**  
**If there is any adjustment to the fees and charges listed in the preceding paragraph or to the privileges, except for the benefit of the Customer, the Bank shall announce the adjustment prominently on the Bank's website and notify the Customer of the adjustment in a manner agreed upon by both parties (hereinafter referred to as "the Notice").**  
**If the adjustment stated in the second paragraph is a fee increase, the Bank shall provide the Customer with the option to indicate whether or not the Customer agrees to the fee increase on the Bank's website. Where the Customer does not consent to the adjustment by the effective date, the Bank shall suspend the Customer's access to some or all of the Internet/mobile banking services from the effective date of the adjustment. Where the Customer agrees to the fee increase after the effective date of the adjustment, the Bank shall immediately resume the Internet/mobile banking services under this Agreement.**  
**Pertaining to the aforementioned adjustment, the Bank's announcement and notice shall be completed sixty (60) days prior to the effective date of the adjustment, and the effective date of the adjustment shall not be earlier than the beginning of the year following the effective date of the announcement and notice.**
20. **Installation of Hardware and Software and Risks on the Customer's Part**  
**The Customer shall install the necessary computer software, hardware and other security-related equipment on his/her own when applying for the services provided under this Agreement. The costs and risks associated with such installation shall be borne by the Customer.**  
**If the software, hardware and related documentation stated in the first paragraph are provided by the Bank, the Bank only agrees that the Customer may use them in the scope of the services and may not assign, loan or deliver them in any way to any third party. The Bank shall specify the minimum hardware and software requirements for the services on the website and on the packaging of the hardware and software provided, and shall bear the risk of the hardware and software provided.**  
**Upon termination of this Agreement, if the Bank requests the Customer to return the relevant equipment described in the preceding paragraph, the return shall be limited to that specifically set out in this Agreement.**
21. **Connection Preparedness and Liability on the Customer's Part**  
**If the Bank has a special agreement with the Customer, the connection shall be ready only after necessary testing.**  
**The Customer is responsible for the safekeeping of the authorized user ID, password, certificate application identifier and other means of identification provided by the Bank. The Customer shall be solely responsible for any fraudulent use arising from his/her/its improper safekeeping.**  
**If the Customer does not change his/her/its password within one month (calendar day) after applying for the services under this Agreement, the system will automatically cancel the initial password and no further sign-in is allowed. The Customer cannot use Internet banking again until he/she/it visits any of the Bank's business units to have the password reset. If the Customer enters the wrong password three times in a row, the Bank's computer will automatically stop the Customer from using the services under this Agreement. If the Customer intends to resume the use of the Internet banking service, the Customer shall follow the required procedure of password reset.**
22. **Transaction Verification**  
**The Bank will notify the Customer after each transaction instruction is processed, either electronically or in the manner agreed between the two parties, and the Customer should check the results for errors. If there is any discrepancy, the Customer shall notify the Bank in such a manner as agreed between the two parties within forty-five (45) days from the date of completion of the processing and request investigation.**  
**On a monthly basis, the Bank shall send the electronic statement of the transactions made in the previous month to the Customer for verification in the manner agreed between the two parties (no transaction statement will be sent if there is no transaction in that month). If, after review, the Customer believes that there is an error in the statement, he/she shall notify the Bank in the manner agreed between the two parties within forty-five (45) days from the date of receipt of the statement to clarify the error. The Bank shall, within thirty (30) days from the date of the notification reaching the Bank, inform the Customer in writing of the status or result of the investigation.**  
**If the electronic transaction statement is undeliverable or returned due to an error in the Customer's e-mail address on file with the Bank or other causes, the Bank may provide the Customer with the statement by sending a text message, giving a manual notice, mailing a physical statement or by other means.**
23. **Handling of Errors in Electronic Messages**  
**When the Customer uses the services under this Agreement, the Bank shall assist the Customer in correcting the error in the event of any error occurring to the electronic message due to causes not attributable to the Bank, and provide the Customer with necessary assistance.**  
**In the event of an error in the foregoing services due to a cause attributable to the Bank, the Bank shall correct the error as soon as the Bank becomes aware of the error, and the Bank shall notify the Customer at the same time by means of an electronic message or in a manner agreed between the two parties.**  
**Where the Customer uses the services under this Agreement and an error occurs to the electronic message due to a matter attributable to the Customer, if the Customer enters the financial institution code, deposit account number or amount of the transfer incorrectly, resulting in a transfer to another person's account or an incorrect transfer of funds, the Bank shall, upon notification by the Customer to the Bank, do the following:**
  - (1) Provide the details and related information on the transaction in accordance with relevant laws and regulations.
  - (2) Notify the beneficiary bank and request assistance.
  - (3) Report the handling of the situation.
24. **Lawful Authorization and Responsibility of Electronic Messages**





The Bank and the Customer should ensure that all electronic messages sent to the other party are lawfully authorized.

If the Bank or the Customer discovers that a third party has fraudulently or illegally used the user ID, password or certificate application identifier or private key, or any other unauthorized situation, the other party shall be immediately notified in a manner agreed between the Bank and the Customer that the use of the service must be discontinued and precautionary measures must be taken.

**Before the Bank accepts the aforementioned notice, the Bank shall be responsible for the effect of the third party's use of the service. However, this shall not apply in any of the following circumstances:**

- (1) **The Bank can prove that the Customer is intentional or negligent.**
- (2) **More than forty-five (45) days have passed after the Bank notifies the Customer of the transaction verification details or the billing statements in the manner agreed between the two parties. However, if the Customer has a special reason (e.g., long trip, hospitalization, etc.) that prevents the Bank from notifying the Customer, the forty-five (45) days shall start from the end of the special reason, unless the Bank is intentional or negligent.**

The forensic examination fee for investigating the fact of fraudulent or illegal use described in Paragraph 2 shall be borne by the Bank.

#### 25. Information System Security

The Bank and the Customer should ensure the security of the information system in use, preventing business records or the Customer's personal data from unauthorized access, acquisition, tampering or destruction.

**In the event of a dispute that a third party has breached the protection of the Bank's information system or has exploited a vulnerability in the information system, the burden of proof shall be on the Bank to prove the non-existence of such a fact.**

**Any damage to the Customer caused by a third party's intrusion into the Bank's information system shall be borne by the Bank.**

#### 26. Confidentiality Obligations

In addition to other statutory requirements, the Bank shall ensure that the Customer's information obtained from the exchange of electronic messages in connection with the use or performance of the services under this Agreement shall not be disclosed to **any third party and shall not be used for any purpose unrelated to this Agreement. In addition, the third party shall be under an obligation of confidentiality under this Article if the Customer agrees to disclose the information to the third party.**

**If the foregoing third party fails to conform to this obligation of confidentiality, the third party shall be deemed to be in breach of his/her/its obligation.**

#### 27. Liability for Damages

The Bank and the Customer agree that if the transmission or receipt of electronic messages in accordance with this Agreement results in any delay, omission or mistake attributable to one party concerned, which causes damage to the other party concerned, the party concerned shall be liable to compensate the other party for any damage incurred.

#### 28. Record Keeping

The Bank and the Customer shall maintain records of all electronic messages containing digital signatures and related electronic messages available over the Internet and shall ensure the authenticity and completeness of such records.

The Bank shall exercise the due care and diligence of a bona fide steward in the preservation of such records. The retention period shall be five years or more, unless other laws and regulations provide for a longer period.

#### 29. Validity of Electronic Messages

The Bank and the Customer agree to the use of electronic messages as the means of representation, and agree that the electronic messages to be exchanged pursuant to this Agreement shall have the same effect as if they were in writing. Unless otherwise excluded by law, the electronic message shall have the same effect as the written document.

#### 30. Termination of Transfer

**If the Bank determines that there is a suspicion of improper use of the Customer's account, the Bank may terminate the Customer's use of online fund transfers and other electronic payment instruments.**

#### 31. Termination of this Agreement

The Customer may terminate this Agreement at any time by visiting the Bank in person or appointing an agent in writing.

If the Bank wishes to terminate this Agreement, the Bank must notify the Customer in writing thirty (30) days prior to the termination date.

The Bank may terminate this Agreement at any time by written notice to the Customer or by mutual agreement if the Customer has:

- (1) Assigned the rights or obligations under this Agreement to a third party without the Bank's consent.
- (2) Filed for bankruptcy under the Bankruptcy Law or has requested rehabilitation or liquidation procedures under the Statute for Consumers' Debts Clearance.
- (3) Violated the provisions of Articles 23 to 25 of this Agreement.
- (4) Violated other provisions of this Agreement and has been unsuccessfully urged to improve or requested to comply with the deadline.

#### 32. Amendments to this Agreement

Where the terms of this Agreement have any revision, addition or deletion and the Bank notifies the Customer in writing or by mutually agreed-upon means, the Customer shall be deemed to acknowledge such revision, addition or deletion if the Customer does not terminate this Agreement and instead continues to do business with the Bank within seven days of the Bank's notification. However, if any of the following items is changed, the Bank shall notify the Customer in writing or by mutually agreed-upon means sixty (60) days prior to the change, and shall set out the change and the old and new terms in prominent and clear language in the notification. The Bank shall inform the Customer that he/she/it may object to the change before it takes effect, and if the Customer does not object within such period, the Customer shall be deemed to acknowledge the revision, addition or deletion of the terms. The Bank shall also inform the Customer that if he/she/it objects, he/she/it shall notify the Bank within the aforementioned objection period and request the Bank to terminate the contract. If the Customer does not terminate the contract and instead continues to do business with the Bank, the Customer shall be deemed to acknowledge the revision, addition or deletion of the terms

- (1) The way in which the Bank or the Customer notifies the other party of the fraudulent or unauthorized use by a third party of the user ID, password, certificate application identifier or private key, or any other situation in which the third party is not legally authorized.
- (2) Other matters as stipulated by the competent authorities.

#### 33. Counterparts: This Contract is executed in two counterparts, to be held each by the Bank and the Customer.

### XIV. Funds Management Account Services

1. The Customer designates the demand/demand savings deposit account opened with the Bank as a "Funds Management Account" (hereinafter referred to as the Master Account) and authorizes the Bank to perform the services under the Master Account Agreement. All transactions relating to the Master Account shall be in accordance with the relevant laws and regulations, the terms and conditions of this Agreement and the contract entered into by the Bank in relation to the services, in addition to the priority of this Agreement. However, the Bank may give priority to automatic deductions from the funds deposited by the Customer into the Master Account.
2. Deposit and Debit Transfer Service for Securities Trading Accounts
  - (1) To engage in securities and related transactions, the Customer should open a demand/demand savings deposit account (hereinafter referred to as the Settlement Account) with the Bank for the purpose of receipt and disbursement of securities and related transactions.
  - (2) The Customer agrees to authorize the Bank to debit the Master Account for the shortfall and transfer the funds to the Settlement Account for payment if the balance in the Settlement Account is non-sufficient to cover the net payment on the required securities settlement date, payment date or at the time of withdrawal of the funds from the Settlement Account at the counter.
  - (3) The Bank shall not be obliged to notify the Customer of any shortfall in the funds in the Settlement Account as a result of providing this service.
  - (4) The Customer agrees to authorize the Bank to transfer any remaining balance from the Settlement Account to the Master Account at the end of the day if the Settlement Account has sufficient funds.
3. Termination and Effect of this Agreement
  - (1) Upon termination of the deposit agreement on the Master Account by either the Bank or the Customer, this Agreement will also be terminated.
  - (2) Upon the termination of this Agreement, the Master Account will still be in accordance with the deposit agreement and other agreements, and the validity of other contracts will not be affected by the termination of this Agreement, unless the Bank indicates otherwise.

### XV. Entrustment of Receipt and Disbursement Contracted Service

1. When trading in present and future securities (including credit trading), commissioned securities subscriptions, foreign securities or other financial instruments approved by the competent authorities, the Customer authorizes the Bank to transfer funds for payments (including but not limited to



handling fees, processing fees and other fees) payable to and receivable from the securities company or giro transfers between the Customer and the securities company (or on behalf of the securities company), in compliance with other rules and regulations, directly from the Customer's designated deposit account opened with the Bank.

2. In accordance with the wealth management trust contract with Yuanta Securities Co., Ltd., when entrusting the securities company to trade, deliver or settle investment targets or dispose of the Trust Property and other necessary acts related to the management and use of the trust property, the Customer authorizes the Bank to transfer funds from the Customer's designated deposit account opened with the Bank for payments payable to and receivable from the securities company, including but not limited to the principal of the trust property, cash earnings on the trust property, trust handling fee, trust management fee, conversion fee, and giro transfers between the trustor and the trustee as required by law.
3. For the purpose of entrusting the International Securities Branch of Yuanta Securities Co., Ltd. with trading in existing and future securities (including credit trading), commissioned securities subscriptions, foreign securities, other financial products or financial derivatives approved by the competent authorities, or handling the custodial account business (hereinafter referred to as the Custodial Account Business") in relation to other types of securities business, the Customer authorizes the Bank to transfer funds for payments (including but not limited to handling fees, processing fees and other fees) payable to and receivable from the securities company or giro transfers between the principal and the securities company (or on behalf of the securities company), in compliance with other rules and regulations, directly from the Customer's designated deposit account opened with the Bank.
4. The amount of the payment to be paid by the Customer to the securities company shall be based on the amount stated in the statements (vouchers), reports, media or other materials prepared by the securities company, and shall be transferred by the Bank from the designated deposit account to the securities company on the required delivery or debit date without using the passbook and withdrawal slip. When the Customer entrusts the securities company with purchase of foreign securities or other financial instruments, or instructs the securities company to use the trust property to purchase investment targets, or instructs the securities company to make debits for the Custodial Account Business, the Customer is required to maintain a sufficient balance in the designated deposit account to cover the purchases or debits. **If the balance of the Customer's designated account is not sufficient to cover the amount due to the securities company, the Customer agrees that the Bank shall notify the securities company. In addition, the Bank may prohibit the Customer from making withdrawals until the Customer has made up the balance, and the Customer shall have no objection.**
5. To handle the receipt and disbursement of foreign securities funds in the re-consigned business with the securities company, the Customer agrees to replace the filling out of the Bank's "Application for Outward Remittance" with the instruction or media of the securities company or the transmission of information through the information exchange operation contract signed by both parties (hereinafter collectively referred to as the Instructions of the Securities Company) and authorizes the Bank to un-earmark and remit the funds to the Settlement Account opened by the securities company with the Bank, the account opened by the securities company in an offshore bank or the principal's designated accounts with other securities companies designated by the securities company as the Settlement Account according to the Instructions of the Securities Company. The Customer agrees that the amount due to the securities company may be deducted, without prior notice, from the re-consignment Settlement Account above. The Customer also agrees that the amount due from the securities company shall be deposited to the account designated by the aforementioned principal as a net amount less the inward remittance handling fee. The Customer agrees that the aforementioned outward remittance and inward remittance handling fees shall be in accordance with the fee schedule of the Bank for foreign currency deposit and remittance business.
6. The amount of money to be received by the Customer from the securities company shall be based on the amount specified in the statements (vouchers), reports, media or other materials prepared by the securities company, and shall be directly credited to the Principal's designated deposit account by the Bank on the required delivery or payment date.
7. The Customer agrees that the Bank may, at the Instructions of the Securities Company, use the securities company as an agent for the Customer to trade foreign securities, wealth management trust business and other matters related to custodial account, receipt and disbursement agreement, currency conversion of the deposit account, etc. as approved by the competent authorities. The conversion rate is calculated based on the Bank's prevailing posted foreign exchange buying/selling rate and the Customer has no objection. If the currency conversion involves the NTD, the settlement (conversion) shall be handled by the securities company on behalf of the Customer with the Bank within the annual limit of the Customer's foreign exchange settlement in compliance with the Regulations Governing the Declaration of Foreign Exchange Receipts and Disbursements or Transactions.
8. **The Customer agrees that the Bank may, at the request of the securities company, issue a moratorium on the balance of the designated deposit account when the Customer places an order or instructs the securities company to use the trust property to effect a transaction. The Customer's access to the deposit will be restored only when the Customer's mandate or instruction to trade is not established or the moratorium condition does not exist.**
9. If there is any error or delay in the contents of the statements (vouchers), reports, media or other materials prepared by the securities company, or if there is any dispute between the Customer and the securities company regarding the amount receivable or payable for trading domestic and foreign securities and wealth management trusts and custodial accounts, the Customer shall deal with the securities company on his/her/its own and the Bank is not involved in any way.
10. The Customer agrees that for the NTD designated deposit account for receipt and disbursement of funds for trading domestic or foreign securities with which he/she/it entrusts the Bank, the interest shall be calculated according to the Bank's posted "Securities Giro Deposit" interest rate.
11. **The Customer agrees that the Bank may, at the request of the securities company for the purpose of conducting domestic and foreign securities trading business, wealth management trust business or custodial account business, provide the securities company with the balance and details of the Customer's designated deposit account.**
12. The Customer may apply to the Bank for the computer network login password upon which the Customer and Yuanta Securities Co., Ltd. agree, and then the Customer is able to check the balance of his/her/its designated deposit account with the Bank through the network link between the securities company and the Bank. The agreed-upon verification of the computer network login password is between the Customer and the securities company, and the Bank has neither responsibility nor obligation to verify the authenticity of the password. The Customer fully acknowledges that the information is for the Customer's reference only and that the actual deposit available shall be based on the Bank's actual account information. The Customer also agrees that if any dispute arises thereafter, the Customer shall be solely responsible for such dispute, which shall have nothing to do with the Bank.
13. **The Customer agrees that he/she/it may not clear or close the designated deposit account without the consent of the securities company.**
14. The Customer agrees that this service will not be effective until the Bank has completed the computer registration process. The same applies if the Customer wishes to change or terminate this service afterwards.
15. This service will continue to be effective in the event that the principal loses the seal or changes the seal in the future.

#### **XVI. Gold Passbook Account Transaction Service (The following terms and conditions shall become effective only if the Bank formally commences the project)**

1. Quoted Unit: For gold passbooks denominated in NTD, the underlying quoted unit is 1 gram of gold; for gold passbooks denominated in USD, the underlying quoted unit is 1 ounce (31.1 grams) of gold. Conversion of the weight is rounded from the third decimal place to the nearest hundredth. The bid and ask prices are set and quoted by the Bank on each business day.
2. Transactions in the gold passbook account may be denominated in NTD and USD, and each transaction is separately entered and cannot be traded or transferred across the original transaction currency. The disbursement of funds for purchase and the amount of deposit for resale shall be limited to the account in the currency of the transaction opened by the Customer with the Bank.
3. Single Buy-in:
  - (1) Upon purchase of gold and deposit of the gold into the gold passbook, the Customer shall pay the gold price according to the Bank's quoted selling price at the time of the purchase.
  - (2) The quantity of gold purchased and deposited into the account shall not be less than 5 grams for NTD denominated over-the-counter transactions or 1 gram for electronic transactions, and shall be increased by an integral multiple of 1 gram. USD denominated transactions shall not be less than 1 ounce and shall be increased by an integral multiple of 1 ounce.
  - (3) The Customer agrees that the gold purchased by the Customer may be held by the Bank, or the Bank may appoint the Bank of Taiwan to hold the gold for the Customer.
4. Fixed-term Investment: When purchasing and depositing gold into the accounts on a fixed-term basis, the Customer is subject to the terms and conditions of the Bank's gold passbook for fixed-term investment.
5. Resale:



- (1) When reselling gold, the Customer shall resell it at the Bank's quoted bid price at the time of the resale.
- (2) The amount of gold to be resold shall not be less than the underlying quoted unit and shall be an integral multiple of the underlying quoted unit. However, this restriction does not apply if the account balance is sold back in full or if the account is closed.
6. Transfer: The Customer may transfer the balance of his/her/its gold passbook account to other gold passbook accounts with the Bank. The amount of gold per transfer shall not be less than the underlying quoted unit and shall be an integral multiple of the underlying quoted unit. However, this restriction does not apply if the entire balance is transferred out of the account. Only gold in the same denominated currency may be transferred; gold in different denominated currencies may not be transferred.
7. Withdrawal of Spot Gold:
  - (1) The Customer understands that the Bank's posted prices of gold passbooks are the prices of physical gold not yet available for collection. When the Customer wishes to withdraw spot gold, the Customer shall make an appointment with the Bank seven (7) business days prior to the delivery date for the specifications and quantity of gold to be delivered and, according to the difference between the selling price of the gold bullion and the quoted selling price of the equivalent amount of the gold passbook at the time of the appointment, pay up the difference for the conversion of the gold passbook into the spot gold, plus the transportation cost and the handling fee. However, in the event of force majeure, or if the Bank of Taiwan does not have the required specifications or quantities, or if the security company is unable to schedule the foregoing delivery, the Bank may request the Customer to collect the spot gold when it is confirmed that the spot gold is available. Once the scheduled spot gold transaction is completed, the transaction may not be canceled.
  - (2) The Customer may only withdraw gold at the Bank's designated branches where spot gold is available. The withdrawal specifications are limited to the bars provided by the Bank; the specifications for NTD denominated spot gold withdrawal are limited to 100g, 250g, 500g and 1kg bars whereas the specifications for USD denominated spot gold withdrawal are limited to 100g, 250g, 500g and 1kg bars and 1oz kinebars. Once the spot gold has been withdrawn, the gold may not be deposited or resold to the Bank.
  - (3) When the Customer is notified by the Bank that the spot gold has been delivered, the Customer shall present his/her/its gold passbook, identifications and the collection certificate, with the Customer's original seal affixed, issued by the Bank on the date of notification or after the agreed-upon delivery date to collect the spot gold from the Bank.
8. **Handling Fee: The Bank shall set out the handling fee and the fee schedule in the Terms and Conditions or in the appendix, and announce at the Bank's business locations and on the Bank's website. In the event of any adjustment of the fees and charges, the Bank shall announce the adjustment at the Bank's business locations and the Bank's website sixty (60) days prior to the effective date of the adjustment. However, if the above terms and conditions are beneficial to the Customer, the adjustment shall be effective immediately.**
9. Passbook Updating: The Customer agrees that any transaction processed without the passbook should be entered at a later date. If the number of cumulative unentered transactions reaches 500 or more, the Bank reserves the right to add up the transactions and register the total.
10. **Correction: In the event of any discrepancy between the entries in the gold passbook and the actual transaction information recorded by the Bank, the records maintained by the Bank shall prevail, unless it can be proven that the Bank's computer records are incorrect. The Bank may correct the entries in the passbook, and the Customer may not make any alteration. In the event of a misplacement of gold into the Customer's passbook account or overpayment of resale proceeds into the Customer's deposit account due to an error in the Bank's operation, the Bank may make a billing adjustment or debit to the Customer's passbook account or deposit account without prior notice to the Customer. If the billing adjustment or debit cannot be made, the Customer shall return the gold or proceeds immediately upon the Bank's notice.**
11. Settlement and Closing of the Account: When the weight balance of the gold passbook is zero, the Customer may settle and close the account and the Customer should visit the Bank in person to complete the required procedures. If the Customer is unable to handle the matter in person and appoints an agent, the agent shall present the power of attorney signed by the Customer with the original seal and the original identifications which verify the identity of the Customer and the agent.
12. The unit price recorded in the passbook is the price of each transaction and does not represent the value of the gold balance in the account.
13. **The Customer understands that gold passbooks are not general deposit accounts and are not interest-bearing and not protected by the deposit insurance.**
14. **Investment Risk: Due to fluctuations in international gold prices and exchange rates, investment may result in principal gains or losses, with the maximum possible loss being the entire investment principal. The Customer is advised to exercise prudent investment judgment and shall bear the investment risk.**
15. **The rights to the gold passbook may not be transferred or pledged to any third party.**
16. In the event that the passbook or the seal is lost or damaged, the Customer shall immediately report the loss to the Bank. However, the Customer shall be solely responsible for any loss incurred if there is gold withdrawn, sold or disposed in other ways prior to the completion of the loss-reporting procedures.
17. The Customer or his/her heir(s) shall be responsible for declaration and payment of any gift, inheritance and tax payable in connection with the Customer's handling of the gold passbook.
18. The proceeds from the trading of gold in gold passbooks are the proceeds of property transactions and should be included in the consolidated/profit business income tax return. In the event that there are new or changed tax laws or regulations or interpretations of any competent authority, the Bank may comply with the aforementioned laws and regulations without notice to the Customer.
19. When conducting transactions via the Bank's personalized telephone banking and Internet/mobile banking services, the Customer is subject to the Bank's rules and regulations for these services.
20. **If, in the course of the Customer's dealings with the Bank, the Bank or any other person requests a provisional seizure, provisional disposition, enforcement, or if the Customer is suspected of using his/her account at the Bank for money laundering or other illegal activities, or if it is reported by a court, prosecutor's office, or judicial police as a watch-listed account, or if the Customer's account appears to be abnormal, the Bank may terminate this Agreement without notice and the Customer shall be subject to the provisions of the law when applying for payment.**
21. The Bank may suspend the services of the gold passbook if there is an event of force majeure, or if the international gold market price or exchange rate fluctuates drastically, or if any of the Customer's other accounts opened with Bank is reported by a court, prosecutor's office, or judicial police as a watch-listed account, or if there are suspected illegal or apparently unusual transactions as determined by the Bank in accordance with the Regulations Governing the Deposit Accounts and Suspicious or Unusual Transactions, or if the Bank determines that the Customer's account is associated with terrorist activities, terrorist organizations or the financing of terrorism, or if the Customer is a terrorist organization identified or pursued by the Financial Supervisory Commission, R.O.C. or international organizations for the prevention of money laundering, or if the Customer has engaged in related transactions.

## **XVII. Agreement on Receipt and Disbursement of Cash Outbound Proxy Service**

The Contractor, the ATM cardholder (excluding minors and persons declared to be under guardianship/assistance) of Yuanta Bank (hereinafter referred to as the Bank), agrees to use the receipt and disbursement of cash outbound proxy service (hereinafter referred to as the Service) provided by the Bank working with the offshore institution Zhifubao (China) Network Technology Co., Ltd. (hereinafter referred to as Alipay), the Financial Information Service Co., Ltd. (hereinafter referred to as the FISC) and the delegated payer bank (i.e. the Bank of Taiwan), and agrees to abide by the following terms and conditions:

1. Definition of Terms
  - (1) Online Shopping Platform: An online shopping platform outside of Taiwan that Alipay cooperates with.
  - (2) Cross-border Electronic Payment Service Platform (hereinafter referred to as the FISC Cross-border Platform): The Financial Information Service Co., Ltd. provides the ATM cardholders of the Bank with an online shopping platform to make cross-border payment by non-designated account transfer in NTD with the ATM cards; the FISC Cross-border Platform provides ATM card payment webpage, receipt and transmission of transaction messages, and system message integration for the Service.
  - (3) Delegated Payer Bank: Payments to the overseas institution (Alipay) arising from the Service are settled in USD and remitted to Alipay by the proxy, the Bank of Taiwan Co., Ltd.
2. Special Agreements
  - (1) Identity Verification: To protect the security of the transaction and the rights of the Contractor, when the Contractor uses the Service for the first time, the Contractor shall agree on the payment webpage that the Bank shall send the information necessary for the Contractor's use of the Service to the Joint Credit Information Center for identity verification, and the Service may only be used after the identity of the Contractor is



- verified.
- (2) **Transaction Limit:** The transaction amount of the Service and the Contractor's limit for the Bank's chip ATM banking are calculated separately, with the maximum limit being NTD 50,000 per transaction, NTD 100,000 per day and NTD 300,000 per month.
  - (3) **Fee Schedule:** The Service charges 1% of the Contractor's transaction amount (calculated in NTD) as the handling fee, which is to be borne by the Contractor. If there is returned merchandise, the paid handling fee shall be returned to the Contractor's chip ATM card account.
  - (4) **Others:**
    - i. In the event that there is an error in the SMS verification during the use of the Service, the Contractor agrees that he/she shall visit a branch of the Bank to unlock the account in person, or **contact the Customer Service Hotline: 0800-688-168, (02)2182-1968 and (02)2182-1988.**
    - ii. **If there are any charges related to electronic banking services arising from usage of the Service, the Contractor shall follow the General Agreement on Account Transactions and Related Services between the Contractor and the Bank.**
3. **Currency Settlement and Foreign Exchange Declaration**
    - (1) **Currency Settlement:** The Delegated Payer Bank settles foreign exchange transactions at the exchange rate posted at 9:30 a.m. on each business day for the purchase and sale of USD notes (in case of public holidays, typhoons or business days when the exchange rate is not available, the exchange rate of the previous business day will be applied).
    - (2) **Foreign Exchange Declaration:** When using the Service with his/her ATM card, the Contractor authorizes the Bank to be the reporting agent for foreign exchange settlement within the Republic of China (R.O.C.), i.e. to submit the Declaration Statement of Foreign Exchange Receipts and Disbursements or Transactions to the Delegated Payer Bank for the relevant settlement transaction, and to handle the foreign exchange settlement procedures in accordance with the Central Bank's foreign exchange declaration regulations and the agreement of both parties. The Contractor acknowledges the contents of the foreign exchange settlement and declaration made by the Bank on behalf of the Contractor.
  4. **Agreement on Other Matters**  
Matters not covered in this Agreement shall be handled in accordance with the "General Agreement on Account Transactions and Related Services" between the Contractor and the Bank and relevant laws and regulations.
  5. **Customer Service**  
**If the Contractor has any questions regarding the use of the Service, the Contractor may call the Bank's 24-hour Customer Service Hotline at 0800-688-168, (02)2182-1968 or (02) 2182-1988.**




**Appendix: Fee Schedule**
**1. Charges for Deposit and Remittance Services**

Charging Item			Charging Unit	Charging Standard (NTD)
Common services	Certificate of Account Balance (Chinese or English)		per copy	30
	Loss-reporting and reissuance of passbooks and certificates of deposit		per book/sheet	100
	Loss-reporting and replacement of seal		per time	100
	Change of account name and seal		per time	100
	Certificates of deposit pledged to a third party		per transaction	100
	Access to summons and trade certificates		per sheet	Free for less than one month \$100 for one month or more to less than one year \$200 for one year or more Where it is necessary to travel to the warehouse, a minimum of \$500 per trip will be charged in addition to the cost of labor and transportation.
	Review of transaction details		per account	\$100 for printing 20 or fewer pages \$5 for each additional page
	Statements of passbook-less deposits (Statements for the previous month and the current month only, the rest will be charged based on the transaction details.)		per account	30
NTD remittances	Remittance fee (Each remittance must not exceed \$50 million)		per transaction	Customers of the Bank: \$30 for remittance of \$2 million or less, \$10 for each additional \$1 million or less Customers of other banks: \$100 for remittance of \$2 million or less, \$50 for each additional \$1 million or less
ATM cards and VISA Debit cards	Reissuance/replacement (including application for the second card or more)		per card	100
	Unlocking (including PIN reset)		per card	50
	Overseas withdrawal	Magnetic stripe PIN withdrawal	per transaction	\$70 + 1.5% of the withdrawal amount for international clearing fee (subject to the rules of the international card organizations)
		Chip PIN withdrawal	per transaction	Hong Kong and Macau: \$100
	Handling fee for overseas card transactions		per transaction	1.5% of the amount in NTD per transaction
	Access to sales drafts of VISA Debit cards		per transaction	100
	Handling fee for cross-border electronic payment transactions		per transaction	1% of the amount in NTD per transaction
	Handling fee for VISA Debit card late payment		per month	\$200 (Maximum: 3 consecutive months)
Negotiable instruments	Issuing Cashier checks of the Bank		per check	30
	Loss-reporting and stop payments of negotiable instruments (including \$50 charged by the Taiwan Clearing House)		per instrument	200
	Default penalty for dishonored bills		per bill	200
	Reserves for checks returned due to insufficient deposit		per check	100
	Remarked/Record negotiable instrument		per instrument	150
	Rejected Account/after settlement, application for redemption of negotiable instruments		per instrument	200
	Blank negotiable instrument		per instrument	10
	Termination of Mandate as Paying Agent		per instrument	100
	Negotiable instruments credit inquiries		per copy	Category One: \$100 Category Two: \$200
	Entrusting another bank with collection of negotiable instruments (area without interbank business)		per instrument	50
	Alerts for cancelation and postponement of negotiable instruments		per instrument	50
	E-banking	Internet banking non-contracted transfer password reset (with SMS authentication password)		per time
Corporate Internet banking FXML certificate FXML carriers		per certificate per carrier	\$1,000 per year \$1,000	
Review of telephone banking recordings		per call	Less than one year: \$100 One year or longer: \$200	



Charging Item	Unit	Charging Standard
1. Interbank deposits	per transaction	NTD 15
2. Interbank Withdrawals	per transaction	NTD 5
3. Interbank transfers	per transaction	Amount of NTD 500 or less: NTD 10 (Free of charge for one transaction per day per account) Amount of NTD 501-1,000: NTD 10 Amount of NTD 1,001 or more: NTD 15
ATM		
Web ATM		
Telephone Banking Service		
Personal Internet banking		
Mobile banking		
Prestige Corporate banking		
Telephone Banking Service with CSR		NTD 30
4. Prestige Corporate banking	per transaction	Amount of NTD 2 million or less: NTD 30 Each additional million or less: NTD 10
NTD single/bulk payment(s) (FXML/interbank remittance channel), bulk remittances (interbank remittance channel)		
5. NTD Remittance (personal Internet banking predesignated account) (Each remittance must not exceed NTD 50 million, except bank-to-bank remittances and treasury remittances, which are not restricted.)	per transaction	Remittance amount of NTD 2 million or less: NTD 30 Each additional million or less: NTD 10
6. Foreign currency outward remittance (DBU)	per transaction	In accordance with the Charges for Foreign Currency Deposit and Remittance Services
1. Single wire transfer		
(1) Handling fee		
(2) Postage and electricity		
(3) Full payment fee (for predesignated and non-predesignated customers of prestige corporate banking only)		
2. Bulk wire transfer (for predesignated and non-predesignated customers of prestige corporate banking only)	per transaction	For the full payment to the recipient bank, the fee is charged in the original currency. AUD 19 SEK 120 HKD 100 ZAR 220 THB 400 JPY 1,400 All other foreign currencies are 13 in the respective currency, e.g. USD 13, EUR 13
7. Foreign Currency Inward Remittance (OBU)	per transaction	In accordance with the Charges for Foreign Currency Deposit and Remittance Services



### 3. Charges for Gold Passbook Services-NTD Pricing Business

Charging Item	Unit	Charging Standard (NTD)	Charging Item	Unit	Charging Standard (NTD)
Account opening	per account	100	Fixed-term fixed-amount buy-in	per successful debit	2% of the investment amount, minimum \$60, maximum \$100
The shipping fee for withdrawal of spot gold depends on the area (Note 1) of application.	per time	Taipei 3,000 Yilan 10,000 Taoyuan 6,000 Hsinchu 10,500 Miaoli 13,500 Taichung 16,000 Nantou 19,000 Yunlin 19,000 Changhua 19,000 Chiayi 20,000 Kaohsiung 30,000 Tainan 25,000 Pingtung 33,000 Taitung 35,000 Hualien 20,000 Keelung 6,000	Transfer in NTD	per gram	\$3 per gram in accordance with the quantity of transfer, minimum \$100, maximum \$2,000; the transfer is free if the payer account and the payee account belong to the same person (ID number).
			Joint settlement of accounts	per account	100
Certificate of Account Balance	per copy	50	Access to summons	per summon	Free for less than one month \$100 for one month or more to less than one year \$200 for one year or more
Loss-reporting and reissuance of passbooks Loss-reporting and replacement of seal Change of seal and account name	per item	100	Access to transaction details	per account	\$100 for printing 20 or fewer pages \$5 for each additional page

### Charges for Gold Passbook Services-USD Pricing Business

(The following terms and conditions shall become effective only if the Bank formally commences the project)

Charging Item	Unit	Charging Standard (USD)
Transfer in USD	per ounce	\$3 per ounce in accordance with the quantity of transfer, minimum \$10, maximum \$200; the transfer is free if the payer account and the payee account belong to the same person (ID number).

Note 1: The Kinmen area is not open for withdrawal of spot gold;

Note 2: According to the difference between the selling price of the gold bullion and the quoted selling price of the equivalent amount of the gold passbook at the time of the appointment, the difference for the conversion of the gold passbook into the spot gold should be paid up upon withdrawal of spot gold;

Note 3: Except for fixed-term fixed-amount buy-ins and transfers, fees and charges are in NTD for various services and business dealings.

註 1：金門地區未開放辦理黃金現貨之提領；

註 2：提領黃金現貨應依預約當時黃金條塊賣出價格與等量之黃金存摺掛牌賣出價格計算之差額，補繳黃金存摺轉換現貨之差額款；

註 3：除定期定額買入及轉帳外，其餘收費項目之收費標準均依新臺幣計價業務收取。



#### 4. Charges for Foreign Currency Deposit and Remittance Services

Item Number	Charging Item		Charging Standard	
1	Outward Remittance		Commission	1. T/T / Demand Draft: 0.05% per transaction, minimum NTD 200, maximum NTD 800. 2. Stop Payment of Demand Draft : NTD 400 per transaction. 3. Remitted to the Bank's OBU: NTD 100 per transaction.
			Cable Charge	1. T/T/Demand draft: NTD 400 per transaction. 2. Full amount remitted to paying bank: NTD 800 per transaction. 3. Full amount remitted to beneficiary: Request for quotation or charges collected according to actual costs charged by foreign banks (exclusive for the Bank's customers with deposit account). 4. Inquiry, Amendment, Cancellation of T/T : NTD 400 each time. 5. Stop payment of Demand Draft : NTD 800 per transaction.
			Note 1: The currencies of Demand Draft are limited to USD and HKD; HKD is only applicable to corporate beneficiary accounts. Note 2: 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% per transaction, minimum NTD 200, maximum NTD 800.
3	Negotiation or Collection of Clean Bill (excluding traveler's check)		Commission	0.05% per bill, minimum NTD 200, maximum NTD 800.
			Cable Charge	NTD 800 per bill.
			Discount Interest	Discount interest shall be charged according to the lending rate of that currency published by the Bank. 1. For local currencies paid in the U.S. or Hong Kong 12 days of discount interest shall be charged, with a minimum of NTD 200. 2. For other regions, 21 days of discount interest shall be charged, with a minimum of NTD 200. 3. If the period for recovery is longer than above mentioned period, discount interest will be charged according to actual period of recovery.
			Note 1: The currency is limited to USD (shall be paid in the U.S) and HKD (shall be paid in Hong Kong). Note 2: Any difference between the income and the face value of bill(s) will be charged or returned accordingly. Note 3: Overseas banking charges will be deducted from the bill amount accordingly.	
4	Traveler's Check	Negotiation or Collection	Commission	0.05%, minimum NTD 200, maximum NTD 800.
			Cable Charge	NTD 400 for 4 or fewer checks, NTD 100 for each additional check.
			Discount Interest	Discount interest shall be charged according to the lending rate of that currency published by the Bank. 1. For check sold by the Bank, the interest shall accrue for 6 days. 2. For check not sold by the Bank, the interest shall accrue for 12 days.
			Note 1: The currency is limited to USD and EUR. Note 2: Overseas banking charges will be deducted from the bill amount accordingly.	
5	Foreign Currency Cash	Handling fee		NTD 100 per transaction.
6		Processing fee		1. For withdrawal of foreign currency cash from foreign currency deposits, a cash processing fee will be charged according to the difference between the Bank's published selling spot exchange rate and selling cash exchange rate. 2. For deposit of foreign currency cash into foreign currency deposits or apply for outward remittances by foreign currency cash, a cash processing fee will be charged according to the difference between the Bank's published buying spot exchange rate and buying cash exchange rate.
7	Review of Transaction Details			Each account: NTD 100 for printing 20 or fewer pages NTD 5 for each additional page
8	Reporting loss of Passbook/Deposit Certificate and Applying for a Replacement			NTD 100 per item
9	Reporting loss and Replacement of Seal			NTD 100 each time
10	Change of Account Name and Seal			NTD 100 each time
11	Certificates of Deposit Pledged to a Third Party			NTD 100 per transaction





12	Certificate of Account Balance	NTD 30 per copy
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Fees and charges for review/reissuance of data and certificates in foreign exchange services

Business/Fee Item	Charging Standard	Remark
Review/reissuance of data and certificates (1) Less than one month (2) One month or more to less than one year (3) One year or more	(1) Free of charge (2) NTD 100 per sheet (3) NTD 200 per sheet	(1) Where it is necessary to travel to the warehouse, a minimum of NTD 500 per trip will be charged in addition to the cost of labor and transportation. (2) USD 40 if requested by an offshore bank.



## 5. Items and Charges for Trust Business

### Items and standards of charges for over-the-counter services for specified money trust

1. Certificate of the balance of the specified money trust (Chinese or English): NT\$30 per copy.
2. Loss-reporting and replacement of seal for the trust account: NT\$100 per account.
3. Change of trust account name and seal: NT\$100 per account.
4. Access to transaction forms related to specified money trust: Free for one month (inclusive) from the transaction date (exclusive); for over one month to one year (inclusive), NT\$100 per sheet; for over one year, NT\$200 per sheet.
5. Access to transaction statement of specified money trust: Free for the reprinting of statements within one year (inclusive); for statements older than one year, NT\$200 per copy; free of charge for electronic statements.
6. Certificate of beneficiary right to the specified money trust: NT\$300 per copy.

### Items and standards of charges for customized trust

1. Contract fee: To be agreed upon with the Client in accordance with the terms of each contract.
2. Trust management fee: To be agreed upon with the Client in accordance with the terms of each contract.
3. Other fees: To be agreed upon with the Client in accordance with the terms of each contract.