



# Account Opening Master Agreement

(Version: 2024.03)

# Table of Contents

<b>CHAPTER 1 GENERAL TERMS AND CONDITIONS .....</b>	<b>3</b>
<b>CHAPTER 2 TERMS AND AGREEMENTS FOR DEPOSIT/GOLD ACCOUNT .....</b>	<b>8</b>
SECTION 1 TIME DEPOSIT TERMS AND CONDITIONS.....	8
SECTION 2 FOREIGN EXCHANGE DEPOSIT TERMS AND CONDITIONS .....	8
SECTION 3 CHECK DEPOSIT TERMS AND CONDITIONS.....	9
SECTION 4 GOLD ACCOUNT TERMS AND CONDITIONS .....	10
SECTION 5 TERMS AND CONDITIONS OF SECURITIES SETTLEMENT ACCOUNTS .....	11
SECTION 6 PROMISSORY NOTE AND BANKER’S ACCEPTANCE TERMS AND CONDITIONS .....	12
SECTION 7 TERMS AND CONDITIONS FOR MINIMUM AMOUNT FOR INTEREST ACCRUAL AND MINIMUM DEPOSIT AMOUNT .	12
SECTION 8 INTEREST PAYMENT TERMS AND CONDITIONS .....	12
SECTION 9 TERMINATION .....	12
<b>CHAPTER 3 DBS TREASURES / DBS TREASURES PRIVATE CLIENT TERMS AND CONDITIONS .....</b>	<b>13</b>
<b>CHAPTER 4 ELECTRONIC BANKING SERVICE TERMS AND CONDITIONS .....</b>	<b>13</b>
<b>CHAPTER 5 SPECIAL TERMS AND CONDITIONS FOR INTERNET BANKING/MOBILE BANKING.....</b>	<b>14</b>
<b>CHAPTER 6 ATM CARD TERMS AND CONDITIONS .....</b>	<b>17</b>
<b>CHAPTER 7 TERMS AND CONDITIONS FOR DEBIT CARDS.....</b>	<b>19</b>
<b>CHAPTER 8 TERMS AND CONDITIONS FOR COMPREHENSIVE INVESTMENT FINANCIAL ACCOUNT .....</b>	<b>24</b>
<b>CHAPTER 9 TERMS AND CONDITIONS FOR NON-DISCRETIONARY MONEY TRUST INVESTMENT SERVICE .....</b>	<b>25</b>
<b>CHAPTER 10 TERMS AND CONDITIONS FOR STRUCTURED INVESTMENT PRODUCTS, FINANCIAL DERIVATIVES, DUAL CURRENCY INVESTMENT/GOLD LINKED DUAL CURRENCY INVESTMENT AND DUAL CURRENCY INVESTMENT/GOLD LINKED DUAL CURRENCY INVESTMENT FOR PROFESSIONAL CUSTOMERS ONLY .....</b>	<b>33</b>
<b>CHAPTER 11 APPENDIX .....</b>	<b>43</b>
SECTION 1 SERVICE AND HANDLING FEE STANDARDS .....	43
SECTION 2 PHYSICAL GOLD WITHDRAWAL HANDLING FEE STANDARDS .....	45
SECTION 3 PERSONAL DATA COLLECTION, PROCESSING, USE AND INTERNATIONAL TRANSMISSION NOTIFICATION.....	47

With regards to various deposit accounts, investment accounts and relevant transactions or use of any of the following services provided by DBS Bank (Taiwan) Ltd. (hereinafter referred to as the “Bank”), the Undersigned agrees to abide by the following terms and conditions (hereinafter referred to as the “Master Agreement” or “this Master Agreement”) and the relevant laws of the R.O.C. The Undersigned also agrees to comply with the terms and conditions specified in each section within the applicable scope of each service item of the Master Agreement. In case of any conflicts between the individually specified terms and conditions and the general terms and conditions, the individually specified terms and conditions shall prevail:

## Chapter 1 General Terms and Conditions

- I. The Undersigned shall retain a signature or seal (hereinafter referred to as “specimen seal/signature”) on the seal/signature card of the Bank, in order to be used as the proof for all transactions between the Undersigned and the Bank and for applying for various products and services with the Bank.
- II. The Bank shall verify the amount of cash deposited by the Undersigned before crediting such amount to the account. In case of any shortfall or discrepancy in such amount, the Undersigned shall correct or supplement the amount properly. The Undersigned shall verify the certificate of receipt properly before leaving the counter. Otherwise, the Bank shall not be held liable in any way.
- III. Check Deposit

Checks deposited by the Undersigned shall only be available for fund withdrawal after the Bank receives the check amount properly. In case of any dishonor of checks or dispute, the Bank may deduct all check dishonored amount from the account of the Undersigned directly or request the Undersigned to make up for the same amount. In case of any occurrence of the aforementioned situation, upon receipt of the notice from the Bank, the Undersigned shall present the specimen seal/signature as a proof for collecting the dishonored check, and the Bank is not obliged to institute any preventive proceeding for the negotiable instrument on behalf of the Undersigned. In addition, when the deposited check is available for withdrawal or use by the Undersigned before the Bank properly receives the check amount, upon receipt of a notice from the Bank, the Undersigned shall return such check amount immediately, or the Bank may deduct the same from the account of the Undersigned directly. During the transportation of the check entrusted by the Undersigned to the Bank, if it is stolen, lost or destroyed, the Undersigned agrees to authorize the Bank or the paying bank to have the right (but not the obligation) to handle the application for suspension of payment due to loss and for public summons and invalidating judgement on behalf of the Undersigned.
- IV. Loss, Misappropriation, Fraudulent Use, Counterfeit or Alteration

(I) Account number, passbook, specimen seal/signature, deposit slip, ATM card and password of the Undersigned shall be properly preserved and kept confidential. In case of any loss, destruction or theft thereof, the Undersigned shall promptly inform the Bank to apply for the procedure for loss report and suspension of payment. For payments already made or transactions already completed before the Bank accepts the application and properly handles the suspension of payment due to loss, if the seal/signature and the passbook is determined to be authentic and the password is correct and the Bank is unaware of the fraudulent withdrawal, such withdrawal shall be effective against the Undersigned.

(II) Where the seal/signature on the withdrawal slip or deposit slip of the Undersigned is counterfeited, altered or modified, and the Bank has fulfilled its duty as a good administrator with due care, but still cannot identify such fraud and pays any funds based on its determination that the identity is consistent, then the Bank shall not be obliged to assume any liability for compensating the losses incurred.
- V. Deduction and Set-off

Starting from the date of using any service under this Master Agreement, the Undersigned shall pay relevant fees for the service fee, handling fee and postage and cable fees according to the fee standards. The Undersigned hereby authorizes the Bank to deduct any taxes payable and fees payable to the Bank for the transactions between the Undersigned and the Bank from the balance of any deposit accounts of the Undersigned and set off such balance against such taxes and fees payable to the extent permitted by laws.
- VI. Assignment and Pledge

Without the consent of the Bank, the Undersigned shall not assign or pledge any deposit account or investment account opened with the Bank or other claims against the Bank to or in favor of a third party other than the Bank.
- VII. Accounts on Watch List

The Undersigned agrees that when this deposit account is determined by the Bank that the account of the Undersigned is suspected of having any improper uses or illegal uses by others, or is reported to be an account on the watch list, then the Bank may suspend all transaction functions of such account, and the Bank may return any inward remittance amount to the remitting bank via remittance return. In case of a derivatively controlled account, the Bank may suspend the use of the ATM card, electronic banking and other electronic payment functions, and the inward remittance amount may also be returned to the remitting bank via remittance return.
- VIII. Special Terms and conditions for Payroll Deposit Account

In order to cooperate with contracted payroll company to do salary payment, the Undersigned agrees that the Bank may directly provide the payroll saving account details of the Undersigned, including but not limited to name of the Undersigned, deposits account numbers etc., to contracted payroll company, so that contracted payroll company may further process employee salary payments matters.
- IX. Expenses

In case of any litigation, arbitration or other proceeding against the Undersigned or a third party over any transactions executed by the Bank with the Undersigned under this Master Agreement, all expenses (including but not limited to attorney fees) incurred thereof or therefrom shall be borne by the Undersigned, and the Bank is authorized to deduct such expenses from the balance of any deposit account of the Undersigned.
- X. Tax Declaration

Relevant taxes and expenses payable in respect of all profits gained by the Undersigned from relevant transactions under this Master Agreement according to the laws of R.O.C. or laws of other governments shall be borne and declared by the Undersigned on his/her/its part. The Bank is under no obligation to handle or assist with the following matters for the Undersigned: (1) Apply with any third party for tax benefit or claim for a reduced withholding rate applicable to the Undersigned for his/her/its relevant transaction in accordance with the applicable tax agreement or relevant laws and regulations; (2) seek reimbursement or refund of any third party of any tax withheld or collected from the relevant transaction of the Undersigned.
- XI. Collection, Processing, Use and International Transmission of the Undersigned’ Information and Outsourcing

(I) The Undersigned confirms that he/she/it has received the “Personal Information Collection, Processing, Use and International Transmission Notice (hereinafter referred to as “Notice”) of the Bank, as enclosed in Chapter 10 Appendix (II). After the explanation and interpretation made by the personnel of the Bank, the Undersigned hereby declares and confirms that he/she/it has carefully reviewed, understood and agreed to the following terms and conditions:

  1. The Undersigned agrees that the Bank and other “subjects for use of personal information” listed in the Notice, within the scope of specific purposes (including services and products of the Bank referred to or provided by the marketing and sales representatives of the Bank) listed in the notice between the Bank and the Undersigned or between the Bank and a third party related to the Undersigned, may collect, process, use and internationally transmit the Undersigned’s personal data (including but not limited to the collection, processing and use by an entrusted third party, and the Joint Credit Information Center may collect, process use my information within the scope of specific purposes according to the laws and regulations or as required by the business registration items or the business specified in the articles of incorporation). Furthermore, the Undersigned agrees that the Bank may collect the Undersigned’s personal information from the aforementioned subjects. The Undersigned also agrees that after the expiration of the specific purposes or time-limit listed in the Notice, the Bank may continue to collect, process and use and internationally transmit his/her/its personal information without deleting it due to the needs of execution of duties or businesses (including but not limited to the purposes of sales and marketing of the Bank or collaborative promotion and co-marketing performed by the Bank and others) or for a longer period (whichever expires later shall prevail) agreed by the Undersigned in writing.
  2. In case of any amendment to the Notice, the Undersigned agrees that the Bank may inform me or allow me to be informed of such amendment by oral or written notice, or via telephone, text message, email, fax, or electronic document, or by announcing the same in its business places or on the Internet, or otherwise. The Undersigned understands and agrees that once such amendment content is informed or announced at the website of the Bank, it is binding upon me immediately. Unless otherwise required by law, the Bank is not obliged to inform the Undersigned individually through other means.

3. The Undersigned hereby declares and confirms that if the information provided to the Bank contains personal information of a third party other than the Undersigned, the Undersigned has informed such third party in an appropriate manner, and that such third party has carefully reviewed and agreed to all of the contents of the Notice, as well as understands that his/her/its personal information will be provided to the Bank for collection, processing, use and international transmission within the scope of the Notice. For any amendments to the aforementioned Notice, the Undersigned declares and agrees that the amended Notice is submitted to the aforementioned third party to obtain his/her/its consent thereto.
4. All of the contents described in Paragraphs (I) to (III) shall be applicable to any personal data provided by the Undersigned to the Bank; *i.e.*, the Undersigned is required to issue additional relevant declaration and letter of consent.
5. The Undersigned may contact the Customer Service Center of DBS Bank at any time (Telephone: 02-6612-9889) to request review of, issuance of copies of, supplement to, correction of or deletion of the personal data and dialing 0800-031-012 to express his/her/its rejection of any marketing activities. After the Bank receives the marketing rejection notice, the Bank will immediately stop using the Undersigned's personal data for marketing purposes.

**(II) The Undersigned agrees that the Bank may entrust the service provided to the customer or part or all of the transaction-related matters between the Undersigned and the Bank, computer processing services or other services associated with the above transactions with other banks (including administrative, telecommunication, computer system operation, development of information system, monitoring and maintenance, information registration, processing, output, administrative support operation, document scanning operation, data input, form printing, packaging, submission for mailing, transfer, deposit, payment, exchange, credit check, overdue payment collection, telephone customer service, document preservation (such as of forms and certificates), marketing, card production and delivery, receivables collection and legal proceedings, and other outsourcing matters according to relevant laws or approved by competent authorities) to any third party operating in other countries or regions for processing, or for cooperative handling by member institutions of credit card organizations. The Undersigned also agrees that the Bank may provide his/her/its personal data and relevant transaction information to a third party contracted by the Bank for processing or cooperative handling within the scope necessary for such processing. When such third party performs computer processing and uses of the personal data of the card holder, it shall also comply with the regulatory requirements and the non-disclosure obligation. The Undersigned agrees that in spite of any change of the cooperation relationship between the Bank and other third party, change of name or organization, the terms and conditions contemplated by this Agreement shall continue to be valid.**

**(III) The Undersigned agrees that relevant information may be processed in any overseas territories, including Singapore.**

**(IV) After the execution of the Master Agreement, the Bank may outsource relevant operations for processing, and the Undersigned agrees that notifications of such matter may be publicly announced at the business places or on the website of the Bank. Where the Bank fails to make such announcement according to the Agreement such that the Undersigned suffers any damage, the Bank shall be liable for such damage.**

## XII. Electronic Device Signature and Electronic Document Use Terms and Conditions

- (I) The Undersigned agrees to use the electronic devices (including but not limited to iPads, electronic writing pads or other similar electronic devices with electronic touch display panels) provided by the Bank for signing various bank documents (hereinafter referred to as the "electronic device signature service"), and agrees that the effect of electronic documents that contain the signature of the Undersigned and are so presented as the original of relevant documents shall be the same as that of written documents. The Undersigned also agrees that the electronic documents with the signature of the Undersigned on the electronic devices shall be effective and binding as the original, and agrees not to dispute their effect and authenticity in the future. Applicable electronic documents include various services presently provided and to be provided by the Bank as well as all other documents for the dealings and transactions with the Bank, but excludes the seal card. The Undersigned understands and agrees that when the specimen seal/signature retained by the Bank only includes the pattern of the seal and when a service item being applied/performed by the Undersigned requires the use of the specimen seal/signature according to the regulations of the Bank, then the electronic device signature service may not apply to such application document or transaction instructions.
- (II) The Undersigned understands, declares, confirms and agrees to the following:
  1. The Undersigned understands that the "electronic document" referred to in this Master Agreement means texts, sound, images, symbols or other information that use an electronic or other methods in a way that cannot be directly perceived by human to create records of the intention and expression of intent of the Undersigned for electronic processing.
  2. The Undersigned understands and agrees that he/she/it may cancel the electronic device signature service in writing or in ways otherwise agreed to by the Bank during the business hours of the Bank.
  3. The Undersigned shall apply for using the electronic device signature service in accordance with relevant terms and conditions of this Master Agreement, other operational rules of the Bank or account-related requirements, as applicable.
  4. The Undersigned agrees that the Bank has the right to change or suspend the electronic device signature service, or may increase or reduce the document type and service scope of the service after making public announcements on the Bank's website or business places according to the laws and on the basis of risk control and other factors.

## XIII. Offline Operations

During any failure of the computer connection operating system or when any payments or transactions cannot be performed by the Bank due to other reasons, the Undersigned agrees that the Bank may temporarily cease providing relevant services. In the event that the deposit and withdrawal services of the Bank are rendered offline, when the Undersigned requests any withdrawal, transfer or other transactions by presenting the specimen seal/signature, the available withdrawal amount shall be based on the amount estimated by the Bank before it is able to determine the deposit balance. The Bank may reserve the right of any subsequent recourse.

## XIV. Deposit Set-Off

**When the Undersigned fails to perform any obligations or debts to the Bank under this Master Agreement or other contracts, the Bank may take necessary actions (including termination of the check deposit and time deposit) toward the deposit of the account of the Undersigned, and set off the deposit balance against all debts of the Undersigned payable to the Bank (including but not limited to any relevant fees, debt principal, interest, delay interest, default fine and advance payments). Upon the execution of such set-off, the Bank shall inform the Undersigned, and the set-off shall take effect when the amount is deducted from the account of the Undersigned and is recorded in the relevant account systems or account books. Unless otherwise agreed by both parties, the priority of such set-off or application of the deposit against any obligation shall be decided according to the Civil Code and relevant laws. If such priority is not provided by law, it shall be handled in a way that is favorable to the Undersigned.**

## XV. Account Handling and Account Error Handling

**When the Undersigned makes a deposit or withdrawal with the Bank or apply to the Bank for transfer or debit of any payment, in case of any malfunction of the Bank's computer system, operating errors or a third party's entering the wrong account number or account name or otherwise that results in inaccurate accounts, the Undersigned agrees that the Bank may correct the above directly. If an interbank remittance is cancelled by notice from the remitting bank, the Bank shall immediately cancel such deposit amount. If such deposit amount has been withdrawn, upon receipt of a notice from the Bank, the Undersigned shall immediately return the amount of such incorrect account, along with the interest calculated based on the interest rate specified by the Bank.**

## XVI. Responsibility and Obligations

- (I) The Bank shall not be liable for losses suffered by the Undersigned due to the use of any information or password by a third party (such as fraud by others or unauthorized use by the Undersigned) except that the aforementioned event results from willful misconduct or gross negligence attributable to the Bank.
- (II) For any instructions with the use of correct information, the specimen seal/signature or correct passwords according to the specified procedures, the Bank shall determine that such instructions are made by the Undersigned in person or his/her/its authorized person, and the Bank shall not be liable for the authenticity of such instructions. When the Undersigned discovers that there is any fraudulent or unauthorized use by a third party of the Undersigned's username, password, certificate or private key, or any other incidents of unauthorized use thereof, the Undersigned shall call or inform the Bank in writing in order to suspend such service.
- (III) For all records of the Bank related to the services under this Master Agreement (such as transaction method, amount and application time, date and handling status), except where the Undersigned produces specific evidence to prove the error registration by the Bank, the records of the Bank shall prevail.
- (IV) **For transaction services under this Master Agreement, in case of regulatory requirements, telecommunication error, human destruction or errors by a third**

**party, or due to any force majeure and other matters not attributable to the Bank or its contractor, the Bank's obligation under this Master Agreement cannot be performed or is delayed, the Bank and its contractor shall not be held liable to the Undersigned.**

#### XVII. Account Statements, Transaction Records and Transaction Certificates

Unless otherwise agreed by and between the Undersigned and the Bank, the Bank shall mail the transaction statements for the transaction items according to law, and shall mail such transaction statements periodically as agreed upon by both parties. Where the Undersigned fails to receive any transaction statement for the current month/current period, he/she/it shall inform the Bank immediately. After the Undersigned verifies the statement, if he/she/it considers that there is an error in the matter recorded in the transaction statement, he/she/it shall inform the Bank in writing or in other manners agreed to by the Bank within forty five days from the date of receipt. In case of any delay of request beyond such time limit, the content of the transaction statement is presumed to be correct. The Bank shall perform an investigation into the transaction statement upon notice from the Undersigned and shall update the Undersigned on the status or results of the investigation within thirty days from the date when the request is received by the Bank.

For the photocopies, microcopies, photos or data saved in computers in respect of the certificates preserved by the Bank, unless the Undersigned is able to prove that there is an error recorded by the bank in such materials that should be corrected by the Bank, the Undersigned agrees that they shall have the same legal effect as the original certificates, which may be used as the proof for all transactions with the Undersigned.

#### XVIII. Electronic Statement and Electronic Transaction Notice Terms and Conditions

- (I) The Undersigned may apply for the electronic statement and electronic transaction notice service to the Bank, and the Bank then uses the electronic methods to transmit the account statements or transaction notice to the e-mail address designated by the Undersigned or use electronic messages to inform the Undersigned that the monthly electronic statement has been generated, and that the Undersigned is requested to log onto the Internet banking website for browsing and printing the same (hereinafter collectively referred to as the "electronic statement service"). The Undersigned may also apply for the termination of the electronic statements or electronic transaction notice service with the Bank. The Bank then mails physical statements or transaction notices to the Undersigned. The Undersigned understands and agrees that when the application for electronic statement or electronic transaction notice service to the Bank is successful, the electronic statements or electronic transaction notice service shall replace the mailing of physical statements or transaction notices. The Undersigned also agrees that the effects of the electronic statements or electronic transaction notice are the same as the effect of the physical statements or transaction notice, and that the Undersigned shall not claim that any electronic statement or electronic transaction notice is invalid due to its non-compliance with the written document requirement, and shall not claim that the Bank has not fulfilled the obligation to mail statements or transaction notices.
- (II) Where the Undersigned successfully applies for the electronic statement service, it takes effect upon the successful completion of the application. The Bank shall issue the electronic statement and stop mailing the physical statement starting from the next month following the successful application date. Where the Undersigned applies for the termination of the electronic statement service, it takes effect once all termination processes are completed, and the Bank will resume mailing physical statements from the next month after termination processes are completed. If the Bank is required to mail physical statements to the Undersigned according to law or contract, then the Bank shall continue to mail physical statements to the Undersigned. Where the Undersigned applies for the Internet banking, the date (*i.e.*, the successful date) when the Bank mails the electronic notice letter to the e-mail address designated by the Undersigned to inform that the electronic statement has been generated shall be the application successful date, and the Undersigned may log onto the Internet banking website to browse his/her/its electronic statements.
- (III) When the Undersigned applies for the electronic statements or electronic transaction notice service to the Bank, the Undersigned shall confirm that the e-mail address designated is normal, valid and available, in order to allow the Bank to mail electronic statements or electronic transaction notices to the designated e-mail address. In case of any change to the designated e-mail address, the Undersigned shall inform the Bank to conduct change procedures according to the terms and conditions related to the notice specified in this Master Agreement.
- (IV) An electronic statement or electronic transaction notice mailed by the Bank to the email server designated by the Undersigned without being returned shall be deemed to have been served. Nevertheless, in case of any transmission failure which is not attributable to the Bank's willful act or negligence (including but not limited to the incorrect e-mail address entered by the Undersigned, change or cancellation of e-mail address without change procedures, and network equipment failure or improper operations at the Undersigned's end), such electronic statement or electronic transaction notices shall be deemed to have been served when the Bank mails the electronic statement or electronic transaction notices to the e-mail address designated by the Undersigned. The Undersigned shall be aware of whether or not the electronic statements or electronic transaction notices are received periodically, and log onto the Internet banking website to review and verify the content of the electronic statements or electronic transaction notices. If the Undersigned fails to receive any electronic statements or electronic transaction notices, he/she/it shall contact any branches of the Bank or the customer service personnel to handle the same, and shall also change the designated e-mail address according to the terms and conditions related to the notice specified in this Master Agreement.
- (V) When the Undersigned uses the electronic statements or electronic transaction notice service, in case of any omission, error, transmission failure and transmission delay in respect of the electronic statements or electronic transaction notices due to matters not attributable to the Bank, the Bank shall not be liable for the indemnification; provided, however, that the Bank shall provide the necessary assistance.**
- (VI) The Bank may suspend or terminate the electronic statements or electronic transaction notice service, where:
  1. The Bank system equipment requires necessary repair and maintenance.
  2. The electronic communication equipment or information software equipment fails or the system or software/hardware equipment of the cooperating contractors of the Bank fails.
  3. The service cannot be provided due to any natural disasters and *force majeure* events.
  4. The Undersigned is involved in any illegal use of electronic statements or electronic transaction notices.

#### XIX. Effect of Amendment to this Agreement

**Except as otherwise specified in the Master Agreement, the Bank may amend relevant terms and conditions of this Master Agreement (including the service fee standard) at any time. Each time when making such amendment, the Bank may publicly place the amendments or the new terms and conditions at its places of business or publicly announce the same on the Bank's website instead of providing individual notices. The Undersigned agrees that he/she/it shall be bound by such amendments or announcements in respect of the new Master Agreement starting from the effective date specified therein. Where the Undersigned disagrees with any changes made by the Bank, he/she/it may inform the Bank to terminate the Master Agreement, deposit transactions and other transactions and services with the Bank at any time within the period specified in the notice, and shall cooperate in handling all relevant termination procedures. If the Undersigned fails to inform the Bank of such termination within the period specified therein, but continues to make deposits, conduct transactions or use services with the Bank, he/she/it is deemed to agree with such amendments.**

#### XX. Notice

- (I) In case of any change to the contact information (including address, telephone, fax and e-mail address) of the Undersigned or when the Undersigned is aware of the likelihood that the contact information is subject to any fraudulent use or theft by others, he/she/it shall inform the Bank of change to the contact information. If the Undersigned fails to do so, the Bank may still mail the statements or other notices according to the contact information of the Undersigned received by the Bank. Unless otherwise provided in this Master Agreement, after the Bank sends out notices to the address and after a period of normal postal mailing time, they shall be deemed to have been duly served. For facsimile, the first fax date shall be the service date. For e-mails transmitted by the Bank, an e-mail transmitted to the e-mail server of the Undersigned without being returned shall be deemed to have been duly served. However, if the Bank cannot send mails to the Undersigned or if the Bank receives the transmission failure notice three times or more when sending such mails/emails according to the contact information provided by the Undersigned, then for the purpose of protecting the personal data of the Undersigned, the Undersigned agrees that the Bank may not send such mails/emails according to the contact information, and may suspend certain services. After the Undersigned informs the Bank of the change to the contact information, the Bank may then resume such mailing and the suspended services.
- (II) The Undersigned agrees that the Bank may send e-mails or text messages for transmission of information or other notices relating to services provided by the Bank and/or the Undersigned to three-mail address or the mobile phone number of the Undersigned received by the Bank, which may be used for the Bank's message transmission. Any fees (if any) possibly incurred upon receipt of the aforementioned electronic notices shall be borne by the Undersigned. The Bank shall establish a reasonable mechanism for the transmission of the electronic notices; provided, however, that the Bank shall provide no guarantees for the timeliness, correctness, integrity, reliability

and security of the electronic notices. The Undersigned understands and accepts that the aforementioned electronic notices transmitted are likely to be acquired by an unauthorized third party. Except for matters attributable to the Bank, in case of any error, delay, interception, loss or damage incurred during the transmission of electronic notices or other matters causing the failure of the delivery of the electronic notices to the Undersigned, or where others become aware of such content, the Bank shall not be held liable in any way. The Bank may refuse to transmit the aforementioned electronic notices to the Undersigned by using the electronic notice method due to risk control concerns and /or may handle the information transmission by using certain encryption methods. Except for matters attributable to the Bank, in case of any losses or damage suffered by the Undersigned or any third party due to any incorrect or incomplete electronic notice, any reliance on the aforementioned notice, or the Undersigned's request for the Bank to reduce the encryption standards on the electronic notices, the Bank shall not be held liable in any way. In the event that the electronic notice received by the Undersigned is inconsistent with the actual transaction records of the account retained by the Bank, the transaction records retained by the Bank shall prevail.

**XXI. Exemption from and Discount on Account Handling Fees**

Unless otherwise specified by the Bank, all exemptions from and discounts on handling fees for interbank withdrawal and interbank transfer provided for the account of the Undersigned opened with the Bank shall become effective on the following month after the account opening date of such account.

**XXII. Suspension and Termination of Account and Services**

Except where this Master Agreement specifies special terms and conditions such that the termination and cancellation hereof shall be handled according to the relevant laws and relevant terms, the Bank may refuse to provide the business/service with the Undersigned, and/or temporarily suspend part of or all business/service activities and transactions with the Undersigned, and/or terminate part of or all transactions and business/service relationships with the Undersigned described in this Master Agreement and/or close his/her/its accounts directly, where:

- (I) The termination is executed according to the court order or order of a competent authority;
- (II) The Undersigned's continued use of the account is deemed to be illegal according to any regulatory requirements that should be complied with by the Bank;
- (III) The Undersigned is subject to liquidation, rehabilitation, bankruptcy declaration, or reorganization;
- (IV) The check used by the Undersigned is rejected, or the Undersigned is undergoing any suspension of business or other administrative injunction;
- (V) There are specific facts sufficient to prove that the creditworthiness of the Undersigned is deteriorated;
- (VI) The Bank exercises the right of set-off according to the laws or according to relevant terms and conditions;
- (VII) The Undersigned use the Bank's service to facilitate improper dealings;
- (VIII) The account of the Undersigned is likely to be illegally used by others;
- (IX) The Undersigned violates any laws or regulations such that the interests of the Bank are damaged; or
- (X) The Undersigned breaches the terms and conditions of this Master Agreement, and after being requested to remedy such breach or to perform his/her/its obligations within a time limit, the Undersigned still fails to do so.
- (XI) The Undersigned conducts abnormal transactions such as continuous or intensive withdrawal or transfer within a short period of time.
- (XII) The Undersigned use the Bank's account, relevant transactions and services for commercial use or non-individual use. 「Commercial use」 means any selling behavior, commercial activity, or trading behavior for the purpose of profit-making.

When the deposit account of the Undersigned or this Master Agreement is terminated, the Bank may set off and apply the deposit balance to all debts of the Undersigned owed to the Bank, and return the remaining deposit balance back to the Undersigned. To terminate a check deposit account, the Undersigned shall also return his/her/its unused checks back to the Bank. For the termination of the deposit account, the Undersigned shall not make any contentions or claims against the Bank (including but not limited to the checks having been issued but cannot be cashed due to the termination of the account).

**XXIII. Bank's Complaint Channel:**

- (I) Customer Service Hotline: 02-6612-9889
- (II) Complaint Hotline: 0800-031-012
- (III) Fax: 02-66129285
- (IV) Business units of the Bank

**XXIV. Governing Laws and Competent Court**

Regardless of whether the Undersigned is an R.O.C. citizen or a foreigner, relevant matters of this Master Agreement shall be governed by the laws of R.O.C. and shall be handled according to the trading practice of the Bank. In addition, for all litigations arising from the Master Agreement, the Taiwan Taipei District court or the district court where the branch with which the Undersigned opens his/her/its account is located shall be the competent court of first instance; nonetheless, where there is any requirement for exclusive jurisdiction, such requirement shall prevail. However, the competent court for small-claims proceedings specified in Article 47 of the Consumer Protection Act or Article 436-9 of the Code of Civil Procedure shall still apply.

**XXV. Anti-money Laundering and Counter Terrorism Financing**

For the purpose of anti-money laundering, economic sanctions and counter terrorism financing, in case of any of the following circumstances, the Undersigned agrees that the Bank may take the following measures or other actions the Bank deems to be necessary for regulatory compliance or for the request of competent authority towards the Undersigned, and the Undersigned's beneficial owner, account related parties (such as agents and authorized persons) and counterparties (hereinafter referred to as the "Related Parties") without notice to the Undersigned within the extent permitted by law. In addition, the Bank shall not be liable for any damage suffered by the Undersigned or any Related Parties thereof as a result of such measures or actions.

- (I) Subject to relevant laws and regulations, where the Bank learns or reasonably suspects that any fund used in any transaction conducted by the Undersigned is sourced from corruption, misappropriation of public assets or tax evasion, the Bank may refuse to have any business/service dealings with the Undersigned, and/or may terminate all transactions and business/service relationships with the Undersigned described in this Master Agreement and/or close his/her/its accounts directly.
- (II) Where the Bank discovers or reasonably suspects that the Undersigned or any Related Party is subject to economic sanctions, or is among the sanctioned individuals, judicial persons or groups specified in the Counter Terrorism Financing Act, or the terrorists or groups identified or sought by foreign governments or international organizations, or where the Bank considers that there is a necessity for risk control (for example, the Undersigned or any Related Party is involved in illegal activities or suspected of engaging in money laundering transactions or terrorism financing activities, or is involved in accounts-related illegal cases as shown in any media report, or the Bank executes relevant risk control policies on money laundering, counter terrorism financing or economic sanctions for the Bank or its group), the Bank may refuse to provide the business/service with the Undersigned, and/or temporarily suspend all business/service activities and transactions with the Undersigned, and/or terminate all transactions and business/service relationships with the Undersigned described in this Master Agreement and/or close his/her/its accounts directly.
- (III) The Bank may request the Undersigned to cooperate with the Bank during the specified period in providing information necessary for periodical/non-periodical review, or when it is considered necessary to do so, or may request the Undersigned to provide information on the beneficial owner or parties exercising control over the Undersigned in order to provide explanations on the purpose of the transaction or the source of funding. If the Undersigned fails to cooperate on such review, refuses to or cannot provide the aforementioned information at the reasonable request of the Bank, the Bank may: (1) temporarily suspend part of or all of the transactions with the Undersigned, and/or (2) temporarily suspend or terminate all business/service relationships with the Undersigned, and/or (3) close the Undersigned's accounts directly.

The Undersigned understands and agrees that for the purpose of risk control, anti-money laundering and counter terrorism financing (including relevant rules and measures adopted by DBS Bank Ltd. and DBS Group), the Bank may transmit relevant personal and transaction information of the customers suspected of engaging in money laundering, or that of the customers with special identities controlled by the Bank who are relevant to the aforementioned purpose, to the parent company of the Bank and/or all of its subsidiaries, overseas branches and affiliates, as well as other entities approved by the laws or competent authorities for confidential use (including the use in the provision of relevant services and the use for data processing, statistics and risk analysis).

**XXVI. Heading**

All headings contained in this Master Agreement are provided for the purpose of convenient browsing, and they shall not affect the interpretations, explanations and understanding of relevant terms and conditions of this Master Agreement.

#### XXVII. Financial Consumption Dispute

**For civil disputes in respect of the Undersigned arising from any financial products or services provided by the Bank, the dispute resolution procedure specified in the Financial Consumer Protection Act may apply. The Undersigned also agrees that the Bank may publish matters that should be explained or disclosed according to law on the Bank's website, or in other manners to inform the Undersigned of such matters.**

#### XXVIII. Telephone Recording

**The Undersigned agrees that the Bank or any party engaged by the Bank for outsourcing may record the conversations and telephone conversations related to this Master Agreement and to all business dealings with the Undersigned, and such telephone recordings shall be treated as property of the Bank. The Bank may self-determine the preservation period of such recordings, and may submit such recordings to the court, prosecutors, police agencies, competent authorities or other units within the scope permitted by the laws in order to be used as evidence.**

#### XXIX. Passbook

The Undersigned agrees that he/she/it may agree with the Bank on whether or not to issue a passbook during the account opening process. If the Undersigned (or its authorized person) agrees to use an account with a passbook, when doing transactions at the counters of the Bank, he/she/it agrees that such transactions may be handled without the passbook being presented, and that he/she/it may update his/her/its passbook subsequently. The Undersigned who agrees to use an account with a passbook agrees that a third party may present the passbook and seal of the Undersigned to enter into the transactions at the Bank, and record the transactions in the passbook after the transactions are completed or update the passbook at the Bank subsequently. During the update of the passbook, if the passbook is used up, the Undersigned agrees that the Bank may issue a new passbook, and deliver the new passbook to a third party who updates the passbook for him/her/it to take away.

The Undersigned understands that there is a risk associated with the disclosure of the account information when a third party is commissioned to perform the passbook update or when a third party is authorized to enter into transactions with the Bank. The Undersigned also agrees that in view of risk control, the Bank may (but is not obligated to) inform the Undersigned under any circumstances mentioned above and may also refuse to perform transactions or passbook updated for any third party.

#### XXX. Indemnification

The Undersigned may claim indemnification for any deposits, trust funds, and transactions and services in respect of the Undersigned under this Master Agreement only against the branches handling relevant businesses within the territory of R.O.C. In case of any laws or government actions (including nationalization or foreign exchange control regulations), any (legal or factual) actions by the authorities or any exercise of right by government, military or police authorities and the handling branch fails to perform or delay in performing its obligation or suspends its business, the Undersigned shall not claim indemnification or proceed against the Bank, DBS Bank Ltd. or any branches, subsidiaries or affiliates thereof outside the territory of R.O.C., and shall not exercise the right of recourse or set-off over the assets thereof. The Undersigned hereby expressly waives all of the said rights of indemnification, proceeding, recourse and set-off against the above entities.

#### XXXI. Compliance with Taxation Requirements

##### (I) Information Disclosure

Without prejudice to Article 11 of Chapter 1 of this Master Agreement (*Collection, Processing, Use and International Transmission of Information of the Undersigned and Outsourcing Operation*), and within the scope of the notice provided by the Bank, the Undersigned authorizes the Bank, its employees, and its other personnel who get in contact with any bank records, account books, or any transaction records or data relating to the personal and account information (hereinafter referred to as the "personal data") of the Undersigned during the course of performing their jobs or duties or within the scope of their duties, to disclose any personal data to any of the following parties according to any applicable domestic and foreign laws (including any applicable domestic and foreign laws regarding the obligations of tax declaration and/or tax withholding applicable to the Bank, such as the U.S. Foreign Account Tax Compliance Act and the Regulations Governing the Implementation of the Common Standard on Reporting and Due Diligence for Financial Institutions of the R.O.C. (and any amendments, replacement or substitution laws thereof)):

1. Any branches, representative offices, parent company, affiliates, subsidiaries, agents, outsourcing service providers (**including its subcontractors**) and agents thereof, and any other parties or any other offices in any region where the Bank is located;
2. Any government agencies, quasi-government agencies, supervisory authorities, financial, currency or other competent authorities, institutions or individuals located in Taiwan, Singapore or other countries; and
3. Any parties to which the Bank has the obligation to disclose information, or which are reasonably considered by the Bank to have the need to disclose information in the interest of the Bank.

##### (II) Notice of Changes

The Undersigned shall immediately inform the Bank of changes of any one of the following matters in writing:

1. Any changes of the business items, status, identity of the Undersigned, including the nationality, residence, address for tax residence, registered address, telephone and fax numbers as well as e-mail address (if applicable); and
2. Composition, shareholders, partners, directors or company secretary of the Undersigned or the nature of business of the Undersigned (if applicable).

##### (III) Assistance for Inquiries

The Undersigned agrees to use best effort to assist with any inquiries made by the Bank for the purpose of complying with all applicable domestic and foreign laws (including the U.S. Foreign Account Tax Compliance Act and the Regulations Governing the Implementation of the Common Standard on Reporting and Due Diligence for Financial Institutions of the R.O.C. (and amendments, replacement or substitution laws thereof) and/or any other declaration and/or withholding tax requests of any government agencies), including immediately providing all relevant information, details and/or documents necessary for the Bank to comply with any applicable domestic/foreign laws.

##### (IV) The Bank's Right of Advance Deduction

Any amounts paid by the Bank to the Undersigned shall comply with all applicable domestic and foreign laws, including the requirements for the deduction of any withholding tax, limitations on foreign exchange or control regulations. The Undersigned agrees and undertakes that the Bank may deduct, or be requested to perform any deduction of, any tax payable from the amount required to be paid to the Undersigned according to the aforementioned applicable domestic and foreign laws, and deposit such amount into the miscellaneous entries or other accounts, and/or temporarily keep such amount under custody, until the applicability of such tax withholding deduction requirement or foreign exchange restrictions or control regulations is determined. The Bank shall not be liable for any losses incurred due to such deduction of withholding tax, temporary custody or deposit.

##### (V) Compensation

Where the Undersigned fails to perform or refuses to perform any obligations thereof under this Article, the Undersigned agrees to indemnify any expenses, losses, compensations, fines, withholding tax or other taxes or relevant fees incurred by the Bank due to the Undersigned's failure of compliance with relevant laws (including but not limited to the U.S. Foreign Account Tax Compliance Act and the Regulations Governing the Implementation of the Common Standard on Reporting and Due Diligence for Financial Institutions of the R.O.C. (and amendments, replacement or substitution laws thereof)).

##### (VI) Termination and Close of Account

Notwithstanding anything contained in this Article, this Master Agreement or other contracts entered into by and between the Undersigned and the Bank to the contrary, if the Undersigned disagrees with this Article, or agrees but withdraws such agreement subsequently, or requests the Bank not to collect, process, use or internationally transmit the personal data of the Undersigned for the purpose of complying with relevant taxation, declaration and/or withholding tax requirements, or fails to comply with the terms of this Article, then the Undersigned agrees that within the extent permitted by the relevant laws, the Bank shall have the right to immediately terminate relevant services and/or terminate all contracts with the Undersigned, and/or close all accounts of the Undersigned with the Bank.

##### (VII) Inconsistency

In case of any inconsistency between the terms specified in this Article and this Master agreement or any other clauses applicable to relevant products and/or services, within the scope of the Bank's compliance with the taxation, declaration and/or deduction of withholding tax requirements (including but not limited to the U.S. Foreign

Account Tax Compliance Act and the Regulations Governing the Implementation of the Common Standard on Reporting and Due Diligence for Financial Institutions of the R.O.C. (and amendments, replacement or substitution laws thereof)), the terms specified in this Article shall prevail.

#### XXXII. Utility Bill Payment Service

The Undersigned may authorize the Bank to pay utility bills. When applying for such service, the Undersigned shall present fee receipts or notices of the public utilities and shall complete relevant application forms or other written authorization notices.

When the Bank is performing the payment service, the fees shall be deducted from the account balance of the Undersigned for the payment. When the deposit balance in the account of the Undersigned is insufficient or when the loan has reached the loan-to-value ratio such that the Bank cannot make payment for the Undersigned, the Undersigned shall bear all liabilities for such non-payment solely.

For payment with check deposit account, the Undersigned shall ensure that the account balance is sufficient for the payment. Where the deposit is insufficient after the deduction on the current day such that the check is rejected, the Undersigned shall bear all liabilities for such rejection solely.

## Chapter 2 Terms and Agreements for Deposit/Gold Account

**The deposit of the Undersigned with the Bank, within the scope of deposit items of the Deposit Insurance Act, is protected by the deposit insurance provided by the Central Deposit Insurance Cooperation.**

### Section 1 Time Deposit Terms and Conditions

I. **The time deposit interest rate shall be calculated on a daily basis at the interest rate announced by the Bank at the time of the deposit. If the Bank newly adds or cancels large-amount deposit interest rate and change the limit on the large-amount deposit, for the time deposits made but not yet matured before such changes, the Undersigned agrees that the Bank may calculate the interest by applying the following interest rates:**

- (I) **Newly added large amount deposit interest rate: For fixed interest rates, the original general deposit fixed interest rate announced by the Bank is still used for the interest calculation; for floating rates, the general deposit floating interest rate announced by the Bank is still used for the interest calculation.**
- (II) **Cancellation of large-amount deposit interest rate: Starting from the date when the announcement of cancellation of large-amount deposit is made, for fixed interest rates, the Undersigned agrees that the original general deposit fixed interest rate announced by the Bank is still used for the interest calculation; for floating rates, the general deposit floating interest rate most recently announced by the Bank is used for the interest calculation.**
- (III) **Change of large-amount deposit limit: For fixed interest rates, the Undersigned agrees that the Bank may still use the original large amount deposit fixed interest rate for the interest calculation; for floating rates, the large-amount deposit floating interest rate announced by the Bank corresponding to the original deposit amount is used for interest calculation. When there is no applicable method available, then the general deposit floating interest rate announced by the Bank is used for the interest calculation.**

II. **Time deposit reaching maturity date:**

- (I) **Regarding a time deposit account that is set for automatic expiration upon maturity and transfer the amount from such deposit to the demand deposit account in the same currency as agreed by the Undersigned and the Bank, the maturity amount of such time deposit shall be automatically transferred to the designated demand deposit account on the maturity date, and the interest thereon is calculated at the announced interest rate applicable to such demand deposit account. Where the maturity date of the time deposit is a regular holiday or the day immediately following a regular holiday, then the maturity amount of such time deposit and the interest calculated to the maturity date shall be automatically transferred to the designated demand deposit account before the regular holiday period, and upon the maturity date, the interest is then calculated at the announced interest rate applicable to the demand deposit account. The aforementioned terms and conditions do not apply to foreign currency time deposit with a period of seven days or fourteen days.**
  - (II) **Where the Undersigned has not reached an agreement described in the preceding Paragraph with the Bank, according to the instructions of the Undersigned, the automatic renewal of the deposit (i.e., either the principal or the principle plus interest will be deposited again) will be conducted on the deposit maturity date according to the original item, period and interest calculation method. Where the renewal date is a regular holiday, then the system still uses such regular holiday as the deposit starting date. The Bank is not required to issue a new deposit certificate for any time deposit that is accompanied with a time deposit certificate, and the new deposit interest rate shall be based on the interest rate for the same period and the same deposit type announced by the bank on the deposit date. The aforementioned terms and conditions do not apply to negotiable certificates of deposit and foreign currency time deposit with a period of seven days or fourteen days.**
  - (III) **When the agreed period of foreign currency time deposit is seven days or fourteen days, the interest shall be paid at maturity. If a time deposit account is set for automatic expiration upon maturity and the amount will be transferred from such account to the foreign currency demand deposit account in the same currency as agreed by the Undersigned and Bank, the maturity amount of such time deposit shall be automatically transferred to the designated foreign currency demand deposit account on the maturity date; if the maturity date is not a business day, the time deposit shall be deemed matured on the next business day and interest shall be calculated at the time deposit interest rate for the days elapsed. In case of a automatic renewal of the deposit (i.e., either the principal or the principle plus interest will be deposited again) as instructed by the Undersigned, the deposit will be automatically renewed on the maturity date according to the original item, period and interest calculation method; if the renewal date is a regular holiday, then the system uses the next business day as the starting date and interest shall be calculated at the time deposit interest rate for the days elapsed. The interest for new deposit shall be the interest rate in the same currency and for the same period announced by the Bank on the date of deposit.**
- III. **The time deposit may not be withdrawn before the maturity date. If wishing to early terminate a time deposit before maturity, the Undersigned shall inform the Bank seven days in advance. For early termination, such time deposit shall be settled completely at once, and interest shall be calculated based on 80% of the interest rate announced by the Bank for time deposits in the same currency and for such period on the date of the deposit as depends on the actual deposit period (including the number of days shorter than a month). However, where the interest is calculated based on the floating interest rate, during the actual deposit period, in case of any adjustment to the Bank's announced interest rate, the interest calculation method shall be changed at the same time so that the interest may be calculated at 80% of the newly announced time deposit interest rate for the period after such announcement. If the announced interest rate for such period is not available, then the interest shall be calculated at the interest rate for a shorter period. For a deposit period of shorter than one month, no interest rate shall be calculated.**
- IV. **Where the Undersigned applies for a special time deposit plan with the bank, the term, period, currency, interest rate, applicable depositors and fund limitation in respect of the time deposit plan shall depend on the contents of each individual plan. Where early termination occurs in respect of the time deposit under an individual plan, the interest rate is calculated at 80% of the time deposit interest rate in the same currency and for the same period announced by the Bank on the date of deposit (which is not the original special interest rate), and requirements specified in the preceding Paragraph shall be applicable. Where the content of the plan provides no specific requirements, relevant terms and conditions of the Master Agreement shall be applicable, including but not limited to the requirements specified in the "General Terms and Conditions" and "Deposit Terms and Conditions."**
- V. **Where a time deposit made with a deposit certificate is not withdrawn upon the maturity date, interest is calculated by daily simple interest at the demand deposit interest rate announced by the Bank on the date of withdrawal. However, during the period from the deposit maturity date to the withdrawal date, in case of any adjustments to the demand deposit interest rate announced by the Bank, the interest rate shall be calculated according to the announced adjusted interest rate for the period after such announcement. If the demand deposit interest rate in certain currency announced by the Bank is zero, then no interest shall accrue.**
- VI. **Except for negotiable certificates of deposit, no time deposits saved with the Bank may be transferred to others.**
- VII. **Where a time deposit not yet matured is subject to compulsory enforcement by the court or the Administrative Execution Agency according to law, it shall be deemed that the account has been early terminated.**

### Section 2 Foreign Exchange Deposit Terms and Conditions

I. **Foreign Exchange Risk**

For the deposits and transactions made under this account, the Undersigned shall solely take all risks associated with fluctuations in foreign exchange rates, exchange restrictions and foreign exchange loss.



## II. Foreign Exchange Declaration

For the foreign exchange transactions made by the Undersigned with the Bank, the Undersigned shall verify by him/her/itself whether or not such transactions are handled according to law. The foreign exchange transactions entered into by the Undersigned shall be reported to the Central Bank of Republic of China (Taiwan) according to the requirements of the competent authority or law. The Undersigned shall properly declare the nature of any transactions and remittances carried out by him/her/it according to relevant requirements specified in the Regulations Governing the Declaration of Foreign Exchange Receipts and Disbursements or Transactions. If the Undersigned fails to do so, a certain amount of administrative fine may be imposed on the Undersigned according to the Foreign Exchange Regulation Act.

## III. RMB Related Terms and Conditions

- (I) The daily limit on trading RMB by the Undersigned shall not exceed RMB 20,000 (including the aggregate amount of all of the transactions made over the counter and electronic services). The aforementioned limit is calculated on an aggregate basis based on the total trading amount with all banks in the R.O.C.
- (II) For remittance of RMB to Mainland China area, the remitter shall be limited to the individuals with the national identity card of the R.O.C., and the daily limit on the remittance to Mainland China area shall not exceed RMB 80,000 (including the aggregate amount of all of the transactions made over the counter and electronic services).
- (III) The Undersigned agrees that, where the Bank discovers any deceptive trading or frauds in any transactions related to RMB trading, remittance of RMB to the Mainland China area or cross-border transactions, which is a serious violation of the Regulations Governing Foreign Exchange Business of Banking Enterprises, then the Bank may refuse to accept such transactions, and the Bank may reverse such transactions at the request of the Central Bank of Republic of China (Taiwan).

## Section 3 Check Deposit Terms and Conditions

### I. The terms used in this article are defined as follows:

- (I) "Dishonored Negotiable Instruments" shall mean the negotiable instruments which a financial institution has refused to make any payment for and returned to the holder of such negotiable instrument, together with a completed dishonored slip.
- (II) "Redemption" shall mean redemption by payment of the amount due under a negotiable instrument by the Depositor with respect to a Dishonored Negotiable Instrument and dishonored slip thereof due to insufficient funds, incorrect chops or signatures, designation of a financial institution acting as paying agent for promissory notes without the agreement of such financial institution or the Depositor's withdrawal of payment instructions prior to expiry of the period for presentation of the promissory notes.
- (III) "Reserve for Payment" shall mean the deposit of a Dishonored Negotiable Instrument due to insufficient funds with the financial institution handling the Dishonored Negotiable Instruments, with a request made by the Depositor to the Bank to list the same as "other payables."
- (IV) "Re-Presentation and Payment" shall mean re-presentation of a Dishonored Negotiable Instrument and payment therefor from the checking account or "other payables" account.
- (V) "Records" shall mean the records made by the Taiwan Clearing House for the of Dishonored Negotiate Instruments, Redemptions and other facts relevant to a Depositor's creditworthiness on negotiable instruments available for inquiry.
- (VI) "Termination of Mandate as a Paying Agent" shall mean termination of a mandate given to a financial institution to act as paying agent for a promissory note issued by the Depositor.
- (VII) "Account Rejection" shall mean refusal by a financial institution to handle transactions through a checking account regarding which the Depositor has a bad record with respect to the creditworthiness on negotiable instruments.

II. When the Undersigned opens an account, he/she/it shall fill out the account opening application, the signature/seal card and the receipt for checks and deliver same to the Bank. After the Bank inquiries about and approves the Undersigned's creditworthiness on negotiable instruments with the Taiwan Clearing House, the Bank shall deliver blank checks to the Undersigned. In the event that the data contained in the signature/seal card is changed, the Undersigned shall immediately notify the Bank in writing. If the Undersigned intends to change the chop, the Bank shall fill out a new signature card.

III. The Bank may issue blank checks to the Undersigned by evaluating the actual needs of the Undersigned, and may charge him/her/it the handling fees. When checks or promissory notes collected by the Undersigned are used up completely, the Undersigned shall affix the specimen seal/signature to the check and promissory note collection certificate in order to collect checks and promissory notes. In addition, the Undersigned shall check whether or not the quantity of checks and promissory notes are correct in person on the spot. The Undersigned collecting checks shall keep the checks under proper custody. When any report of loss is applied for in respect of any lost or stolen checks, such application shall be submitted in writing, and shall be handled according to the procedures specified by the Bank. Where the Undersigned fails to proceed with the report for loss procedure according to the aforementioned requirements, the Undersigned agrees to bear all liabilities for any dispute or damage arising from such failure.

IV. In case of any one of the following circumstances with regard to the Undersigned, the Bank may limit the issuance of blank checks and promissory notes:

- (I) Any Negotiable Instrument has been dishonored due to insufficient funds or the Undersigned makes frequent Redemptions, deposit of Reserves for Payment or Re-Presentation and Payments after negotiable instruments are dishonored.
- (II) Other abnormal situations occur in connection with the use of negotiable instruments.

The Bank shall notify the Undersigned of the reason for such limitation in writing; the Undersigned may raise objections against the reason of such limitation, if he/she/it deems such limitation unreasonable.

In the event that the Undersigned's deposit account with the Bank is attached, the Bank may suspend its provision of blank checks and promissory notes. However, the preceding provision shall not apply if a Reserve for Payment of the attached amount has been deposited with the Bank.

V. The Undersigned understands that for any deposit made in cash or by check, the bill book shall be filled out respectively, and the bill book receipt shall be stamped with the seal of the Bank, before being submitted to the Undersigned for retention.

VI. The Undersigned using checks or promissory notes shall comply with the following requirements:

- (I) Checks or promissory notes shall be used according to the sequential numbers.
- (II) When the Undersigned issues a check or promissory note without indicating the beneficiary, upon presentation by the check or note holder, the Bank may request the check or note holder to provide a signature or seal on the back of the check or note in order to make payment accordingly.
- (III) When the Undersigned issues a check or promissory note indicating the beneficiary, the beneficiary shall provide a signature or seal on the back of the check or note, following which payment may then be made. If a beneficiary endorses the check or note for assignment, the check or note holder shall provide a signature or seal on the back of the check or note. Nevertheless, the Bank is not obliged to bear any liability for determining the authenticity of the endorsement and whether or not the check or note holder is the person who may exercise the rights of the check or note.

VII. During a withdrawal, the Undersigned shall issue a check provided by the Bank, and shall affix the specimen seal/signature to the check. The same requirements shall be applied to an agent thereof.

VIII. The Undersigned issuing checks shall use pens that cannot be erased easily or fade out for writing, or shall use machine pressing or computer printing. The text of the amount shall be within the field for the amount and placed next to the currency symbol and written in alphabets, and a straight-line shall be further used to cross out the space at the end of the amount. If the Undersigned uses ink or printing ink of poor quality or an erasable pen for writing, such that the writing cannot be identified easily or any dispute arises otherwise, the Undersigned shall bear the liability solely for the same.

IX. Where the Bank considers that a check or promissory note issued by the Undersigned fails to comply with the requirements or when there is a doubt about the same, the Bank may refuse to make any payment or suspend the payment. For checks or promissory notes or bills of exchange required to be paid by the Bank, regardless of the chronological order of the issuance date, the Bank shall make payments according to the checks presented by the check or note holder in sequence. When a multiple number of checks and notes are presented at the same time, unless the Undersigned specifically designates the payment sequence and the Bank confirms to accept such designation, the Bank may have its sole discretion to arrange the payment sequence.

X. The Bank shall not be held liable for indemnification for a check or promissory note of the Undersigned being counterfeited or altered by a third party, when the Bank has fulfilled its duty as a good administrator with due care but still cannot identify such fraud before the payment is made. Where a third party counterfeits a check or promissory note with the use of the seal of the Undersigned without authorization, the Bank may make the payment according to the specimen seal preserved, and unless in the case of any

intentional or gross negligence of the Bank, the Bank shall not be held liable for any indemnification.

- XI. In case of any loss, disappearance or theft of any checks, promissory notes signed and issued by the Undersigned, or blank checks, promissory notes signed by the Undersigned but with incomplete content, completely blank checks or promissory notes or used seal, the report for loss of the same shall be applied for according to relevant regulations. However, before the Bank has accepted the written notice of report for loss and suspension of payment, in case of any fraud in cashing the checks or promissory notes, unless it is due to the Bank's intentional or gross negligence such that the Bank fails to recognize that the check or note holder is not the person who may exercise the rights of the check or note, the Bank shall not be held liable for such fraud.
- XII. In the event that the Undersigned has made a Redemption, the Undersigned has deposited a Reserve for Payment, there has been a Re-Presentation and Payment, or other matters that occur as a result of the Undersigned's creditworthiness on negotiable instruments within three years after the date on which checks drawn by the Undersigned or promissory notes on which the Bank is a paying agent are dishonored, the Undersigned may request the Bank to approve and transfer to the Taiwan Clearing House to Record such fact in accordance with the Guidelines for the Registration of Depositors' Credit on Negotiable Instruments.
- XIII. In the event that negotiable instruments drawn on the Undersigned's checking accounts with any financial institutions in Taiwan are dishonored due to the existence of any of the following circumstances and the number of such dishonored checks on which Redemption, Reserve for Payment or Re-Presentation and Payment has not been Recorded is three or more during the past one year, or the Undersigned has been convicted of an offense related to the use of negotiable instruments, the Bank may reject the Undersigned's account for a period of three years commencing from the date the Taiwan Clearing House declares the dishonors:
- (I) Insufficient funds.
  - (II) Incorrect seal or signature of the issuer.
  - (III) Designation of a financial institution to act as paying agent for a promissory note without the agreement of such financial institution.
- The records for each item in the preceding Paragraph shall be calculated separately and not in aggregate.
- XIV. **When the Undersigned's account is rejected, or the agreement for checking deposits is terminated for any other reason, the Undersigned shall close the account and return all the remaining blank checks and promissory notes to the Bank within one month after receipt of the Bank's notice requesting him/her/it to do so. If there are still some checks not yet returned to the Bank, the Undersigned agrees that the Bank may deduct check return handling fees according to the number of checks, without any objections raised by the Undersigned.**
- XV. In the event that any of the following circumstances exist with respect to the Undersigned subject to an account rejection, the Undersigned may, upon the Bank's consent, open a new account and resume transactions:
- (I) The period for Account Rejection has expired.
  - (II) Recording of the Redemption, Reserve for Payment or Re-Presentation and Payment of all Dishonored Negotiable Instruments which gave rise to the account rejection and all Dishonored Negotiable Instruments dishonored thereafter.
- XVI. Where the Undersigned enters into any further agreement with the Bank authorizing the Bank to pay a payable amount for the Undersigned or a party designated by the Undersigned, the Bank may deduct the amount from the account of the Undersigned directly for the payment.
- XVII. **In case of any bounced check issued by the Undersigned due to insufficient funds in the check deposit account, the Bank may charge the Undersigned a handling fee. The handling fee described in the preceding sentence shall not exceed 150% of the handling fee charged by the Taiwan Clearing House from the Bank. The Undersigned shall be responsible for the fees of default penalties, service charges and handling fees specified by the Taiwan Clearing House and the Bank, and the Bank may deduct such amount from the account of the Undersigned or may request the Undersigned to make payments in the same amount.**
- XVIII. Consent of the Undersigned
- (I) The Undersigned agrees that the account opening date, bounced checks and redemption records, records of withdrawal of authorization for payment, rejected account reported by the Taiwan Clearing House and all other data related to the Undersigned's creditworthiness on negotiable instruments available for inquiries by others.
  - (II) The Undersigned agrees that the Bank may use the Taiwan Clearing House as a data processing center for maintaining records for Dishonored Negotiable Instruments and Account Rejections. The Undersigned also agrees that the Taiwan Clearing House may make the Undersigned's Record for Dishonored Negotiable Instruments and Account Rejections and all other data related to the Undersigned's creditworthiness on negotiable instruments available for inquiries by others.
- XIX. These check deposit terms and conditions described in this Paragraph, unless otherwise specified by law, the Bank or the Undersigned may terminate such terms and conditions at any time, and such termination shall become effective upon the notice of termination being served on the other party. When carrying out the termination and account closing procedures, the Undersigned shall immediately return all remaining blank checks and promissory notes to the Bank.

## Section 4 Gold Account Terms and Conditions

These terms and conditions shall apply to a Gold Account opened by the Undersigned. For any matters not specified in this Section, other terms and conditions of the Master Agreement shall be applicable.

- I. If the Undersigned applies for the initiation of electronic services for inquiries about transactions of the Gold Account, Electronic Banking Service Terms and Conditions shall apply.
- II. Gold Account transactions shall be conducted without passbook. After conducting the unit purchase/sale transactions via the Gold Account with the Bank, the Bank will deliver a monthly statement of account to the Undersigned, and the statement will set out units transacted and the balance of the Gold Account.
- III. For the Gold Account transactions, a basic listing unit is 1 ounce (which is the same as the common transacting and denominating unit in the international gold transaction market), with the unit calculation rounded to the second decimal (i.e., rounded the number of the third decimal to the second decimal), and the minimum subscription unit is 1 ounce.
- IV. The transaction currency of units within the Gold Account is limited to foreign currencies available for transactions of the account as approved by the competent authority and announced by the Bank on its website.
- V. Application
- (I) The Undersigned may open a Gold Account at any branch of the Bank.
  - (II) When applying for the opening a Gold Account, the Undersigned shall agree upon with the Bank regarding the seal initially kept for the transaction of the account. For purchases, deposits, withdrawals of spot gold, and other relevant matters of the Gold Account, the seal initially kept shall be presented for verification.
  - (III) To perform matters related to purchases/sales by the Gold Account, the Undersigned shall open a current foreign currency deposit account with the Bank and agree to comply with the Master Agreement and the applicable terms and conditions and/or agreements.
  - (IV) Before opening a Gold Account by the Undersigned, a customer risk attribute evaluation by the Bank shall be completed, and a customer risk adequacy review shall be performed.

### VI. The bank does not provide gold unit transfer or outward remittance services.

- VII. If the Undersigned intends to carry out purchase or sale of units accounted for in the Gold Account via the telephone banking customer service center of the Bank, it may do so between 9:00 a.m. to 5:30 p.m. on a business day; if the Undersigned intends to carry out the transaction via a branch, it shall do so during the business hours of the branch; if the time of the abovementioned transaction is extended or changed, the transaction time otherwise notified by the Bank to the Undersigned or publicly disclosed at operating venues or announced on the website shall prevail. If the international gold transaction or settlement currency market is closed or if the transaction counterparty is unable to provide services, the Bank will determine whether to accept the application of the Undersigned for conducting the transaction of the account subject to the circumstances.

### VIII. Apply for the withdrawal of spot gold

If the Undersigned intends to withdraw physical gold, the amount shall be limited to the balance in the Gold Account, and the minimum withdrawal unit is 1 ounce (oz); the withdrawal specification shall be Gold Kinebar and the Undersigned shall visit the branch in person during the business hours of the branch for handling.

At present, the domestic bank for withdrawal which the Bank has a cooperation with is the Bank of Taiwan (the "cooperating bank") and the procedures are as follows:

- (I) When the Undersigned applies for the withdrawal of physical gold, the Bank will confirm with the cooperating bank in advance whether the physical gold in stock is sufficient and the designated withdrawal date, and then it will explicitly explain and agree upon with the Undersigned regarding the amounts payable for

the conversion to physical gold (the Bank adopts the selling price of physical gold offered by the cooperating bank at the time of the purchase as the amount payable by the Undersigned for the conversion to physical gold, which may differ from the selling price of non-physical gold at the time of withdrawal application by the Undersigned) and the service charges for the withdrawal of physical gold (including charges for services, transportation, safekeeping, and other arrangements) to be paid by the Undersigned, and the designated withdrawal date of the physical gold, and the transaction will be carried out for the Undersigned after confirmed by the Undersigned.

- (II) The Undersigned agrees to use NTD to pay the amount payable for the conversion to physical gold and the service charges for the withdrawal of physical gold and to perform before or on the withdrawal date as agreed with the Bank. The Bank will deduct the units of gold in the Gold Account of the Undersigned for which the Undersigned applied for withdrawal; for the amount payable for the conversion to physical gold and the service charges for the withdrawal of physical gold, the Undersigned may make payment in cash or make a deduction from its NTD account with the Bank as agreed with the Bank.
- (III) On the withdrawal date, the Undersigned shall visit the accepting branch (if there is any exception, the accepting branch may make adjustments subject to the circumstances) during the business hours of the branch and present the original copy of the “gold product withdrawal form,” the seal initially kept, and the original copy of its ID, and the withdrawal may be carried out after the personnel of the branch has completed the identity verification operation of the Undersigned.
- (IV) When applying for the withdrawal of physical gold, the Undersigned shall agree upon with the accepting branch regarding the withdrawal date, and the withdrawal date shall be a business day. If the Undersigned fails to withdraw during the business hours of the branch on the designated withdrawal date, the Bank will charge a one-off safekeeping fee. If the Undersigned fails to withdraw the physical gold within 30 calendar days from the following business day, the Bank will resell the gold to the cooperating bank and charge the price difference of gold, freight, safekeeping fees, service charges, and other fees by deducting from the account of the Undersigned, and then it will add the equivalent units of gold back to the Gold Account of the Undersigned.
- (V) For fees to withdraw physical gold, please refer to Section 2 “Schedule of Services Charges for Gold Product Withdrawal of Physical Gold” in Chapter 10 of the Master Agreement.

IX. The Undersigned agrees that the Bank may adjust the charging standards or contents depending on its business needs. Regarding the abovementioned changes in or adjustments to fees, the Bank shall announce such changes at a significant place of the operating venues or announced on the website 60 days before the effective date; however, this shall not apply to those more favorable to the Undersigned.

X. For transaction gains or losses arising from the transactions in the “Gold Account,” according to the current relevant taxation laws, the Undersigned shall pay the individual income tax for transactions it engaged via the “Gold Account” based on its income from property transaction.

#### XI. Risk disclosure

- (I) The Undersigned shall duly understand the risk of gold operations and consider its individual risk tolerance capacity and the length of the utilizable period of gold and complete the investment risk tolerance test by the Bank before opening an account for investment.
- (II) Gold transactions performed in the Gold Account by the Undersigned may generate gains or losses of investment principal due to gold price and foreign currency fluctuations. The Undersigned shall understand all transactions it carries out via the Gold Account are based on its knowledge, experience, and independent judgments; even if the Bank or its staff and employees may have provided information or recommendations, they are for reference only and the Bank shall not be held responsible for such information or recommendations provided for reference. The Undersigned shall make its own judgment to determine whether to carry out any transaction and shall assume transaction or investment risks related to gold price fluctuation, foreign currency exchange restrictions, and losses. If any risk occurs, the maximum possible loss is the entire investment principal.
- (III) The Gold Account is not deposit and no interest will accrue. The Gold Account is an investment, and investment products have investment risks (including but not limited to price, currency, and political risks), and it shall not constitute any guarantee provided by the competent authority of the government of the Republic of China, the Bank, DBS Group, or any affiliates, with no interest accrued. The Undersigned is not entitled to the protection under the deposit insurance as it is not covered the scope insured by the Central Deposit Insurance Corporation. The Undersigned shall also assume the credit risks of the Bank.
- (IV) After applying for the withdrawal of physical gold, such gold shall not be re-deposited in the Gold Account or resold to the Bank. In addition to paying the fees for the withdrawal application (including but not limited to the price difference, service charges, delivery fees, safekeeping fees, and handling fees), the Undersigned shall assume the risks of the withdrawal of physical gold (including but not limited to risks of damages, theft, transportation, safekeeping, reinvestment, and the inability for re-depositing).
- (V) The Undersigned understands and agrees that the Bank may refuse to execute the transaction as instructed by the Undersigned and shall not be held responsible for any losses caused to the Undersigned arising thereof. The Undersigned also understands that when giving an order for a transaction, the Undersigned shall have sufficient transaction amount (including the transaction principal and relevant fees thereof) in the current foreign currency deposit account, otherwise the Bank may refuse to complete the transaction.
- (VI) The Undersigned understands that if there is a delay in the quotation of gold, transaction interruption, or impeded delivery due to reasons not attributable to the Bank (e.g., natural disasters, riots, war, and other incidents or force majeure events) or material changes in international political and economic development, or inability to perform based on international transaction practices (e.g., suspension of the quotation of gold, temporary suspension of transactions, no available market quotation, or regulatory changes which lead to market suspension or interruption), the Undersigned has agreed that the Bank shall not be held responsible to the Undersigned, and the Undersigned is entitled to suspend the services of the Gold Account; however, the Bank shall notify the Undersigned as soon as possible.
- (VII) For withdrawal services of physical gold, the Bank takes into account the international gold quotation and the physical gold quotation of the cooperating bank, together with the management and sales expenses and costs of the Bank for providing services, and the type of physical gold to be withdrawn is limited to UBS Gold Bar. If the Undersigned applies to withdraw physical gold from the Gold Account, there may be amount payable for the conversion to physical gold (the Bank adopts the selling price of physical gold offered by the cooperating bank at the time of the purchase as the amount payable by the Undersigned for the conversion to physical gold, which may differ from the selling price of non-physical gold at the time of withdrawal application by the Undersigned) and the services charges for the withdrawal of physical gold (including charges for services, transportation, safekeeping, and other arrangements). Before making the withdrawal application of physical gold, the Undersigned shall understand and determine whether to withdraw physical gold provided by the Bank from the Gold Account after due considerations.

#### XII. Other agreements

- (I) A US citizen, a US resident, a person with permanent residency, or a company registered in the US shall not purchase any unit in the Gold Account. If the Undersigned has the identity above, it shall inform the Bank according to the truth. If the Bank finds out that the Undersigned has any of the abovementioned identities, the Bank may sell the units accounted for in the account of the Undersigned, and the Undersigned shall be held responsible for the expenses and losses incurred thereof.

Except for matters specified in these terms and conditions, relevant services and other matters of the account shall be subject to the Master Agreement and other relevant agreements, letters of confirmation, and documents entered into between the Undersigned and the Bank.

### Section 5 Terms and Conditions of Securities Settlement Accounts

The Undersigned shall be subject to the following terms and condition if he/she/it uses an account opened with the Bank to trade securities (including securities credit transactions), or subscribe for securities or other products and services approved or to be approved by the government authorities in the future and distributed by a securities firm which have the cooperation relationship with the Bank, and therefore authorizes the Bank to handle collection matters between the Undersigned and the securities firm, including but not limited to settlement of the funds from securities transactions, subscription price, service charges, handling fees and other relevant fees associated with the respective businesses or products. The General Terms and Conditions of deposits shall apply to the matters not specified in the following terms and conditions.

I. The amount payable by the Undersigned to the securities firm shall be based on the figures recorded in the list or schedule produced by the securities firm and be debited by the

- Bank from the Undersigned's Securities Demand Savings Deposits Account (collectively "Securities Settlement Account") at a stipulated time of settlement or payment and then transferred to the securities firm. **The Undersigned agrees that the Bank may provide the information on the balance of the Security Settlement Account to the securities firm that the Undersigned enter into transactions with.**
- II. The amount that the Undersigned is entitled to receive from the securities firm shall be based on the figures recorded in the list or schedule produced by the securities firm and be credited to the Securities Settlement Account by the Bank when the securities firm transfers such amount to the Bank at a Stipulated time of settlement or payment.
- III. Where there is more than one payment to be made to the securities firm and the balance on the Undersigned's Securities Settlement Account is only able to cover part of such payments, the Bank will have the right to decide which payment amount shall be transferred to the securities firm first. If the balance of a Securities Settlement Account is insufficient to cover any of those payments, the Bank is entitled not to transfer all or part of the amount to the securities firm and the Undersigned shall take his/her/its full responsibility.
- IV. If there is any error in the list or schedule produced by the securities firm or any disputes over the amount payable or receivable through the sale of securities, the matter should be solved between the Undersigned and the securities firm only, and the Bank shall not be involved.
- V. To terminate the authorization for the Bank to handle collection and payment matters between the Undersigned and the securities firm, the Undersigned should obtain a prior consent from the securities firm.**
- VI. The Bank may terminate any service relating to the securities settlement upon one month's prior notice to the Undersigned or announcement of the same on its website.**

## Section 6 Promissory Note and Banker's Acceptance Terms and Conditions

- I. When the Undersigned issues a promissory note provided by the Bank indicating the Bank as the payment agent, the Bank may make payments directly from the check deposit account opened in the name of the Undersigned.
- II. The Bank may still make a payment for the promissory note described in the preceding Paragraph, where such promissory note is presented by the note holder later than the time limit for the payment but still within three years from the expiration date of this promissory note (in the case of a promissory note payable at sight, from the issue date), and the Undersigned has not revoked the mandate of payment, without any other matters restricting such payment.
- III. Where the deposit balance in the account is insufficient or the note issuer's signature or seal are inconsistent with the specimen signature/seal and the promissory note issued by the Undersigned is returned, its return record shall be aggregated with the record of bounced checks.
- IV. Where promissory notes issued by the Undersigned with a financial institution acting as the paying agent from a checking account opened by the Undersigned at any location of the financial institution are dishonored for three times within a year due to the presentation of the notes by the Undersigned when the mandate of payment given by the Undersigned has been revoked before the expiration of the note presentation is lapsed, while any records of Redemption, Reserve for Payment or Re-Presentation and Payment has not been recorded, then the Bank may terminate the mandate by the Undersigned to act as a paying agent for a period of three years starting from the date notified by the Taiwan Cleaning House.
- Where the Bank terminates the mandate of the Undersigned to act as a paying agent described in the preceding Paragraph, the Undersigned shall return the remaining blank promissory notes within one month from receipt of notice from the Bank.

## Section 7 Terms and Conditions for Minimum Amount for Interest Accrual and Minimum Deposit Amount

- I. Minimum amount for interest accrual for demand deposit account: When the daily end-day remaining balance fails to reach the minimum amount for interest accrual (NTD demand deposit: NTD 10,000; NTD demand saving deposit: NTD 5,000; foreign currency demand deposit: USD 100, NZD 100, GBP 100, CAD 100, EUR 100, AUD 100, CHF 100, SGD 100 for the demand deposit in each respective currency; CNY demand deposit: CNY 500; SEK, HKD, THB and ZAR demand deposit: SEK 1,000, HKD 1,000, THB 1,000 and ZAR 1,000; JPY demand deposit : JPY 10,000), no deposit interest shall be calculated for the current day.
- II. Minimum deposit amount for time deposit: When any single deposit amount fails to reach the minimum deposit amount (NTD time deposit: NTD 10,000; foreign currency demand deposit: USD 1,000, NZD 1,000, GBP 1,000, CAD 1,000, EUR 1,000, AUD 1,000, CHF 1,000, SGD 1,000 for the time deposit in each respective currency; CNY time deposit: CNY 5,000; HKD, SEK, THB and ZAR time deposit: HKD 10,000, SEK 10,000, THB 10,000 and ZAR 10,000; JPY time deposit: JPY 100,000), no time deposit application will be accepted by the Bank. The minimum deposit amount for a special time deposit shall be handled according to relevant rules for the special time deposit.

## Section 8 Interest Payment Terms and Conditions

For NTD, GBP, HKD, -SGD, THB and ZAR the interest is calculated based on 365 days, and for other foreign currencies, it shall be calculated based on 360 days a year. Unless otherwise specified by law or these terms and conditions as well as this Master Agreement, the interest shall be calculated based on the actual number of days (i.e., the annual interest rate divided by [365 or 360] and multiplied by actual number of days), and shall be paid according to the following method:

- I. **Demand deposit:**
- (I) Interest shall be calculated by daily simple interest at the interest rate announced by the Bank, which shall be paid on the last working day of each month on a monthly basis.
- (II) For NTD demand deposit account (including demand deposit and demand saving deposit) with cash deposit, withdrawal or transfer through the method of ATM equipment or Internet banking, the interest shall be calculated based on the account balance at 23:59 (actual time will be determined according to the Bank's system operating time) of the current day when such transfer or deposit is made.
- II. **NTD time deposit:** For time deposits, time savings deposits and withdrawal of interest savings deposits, interest shall be calculated by daily simple interest for the actual deposit period at the interest rate announced by the Bank at the time of deposit, and the interest shall be paid monthly according to the agreement or upon maturity. For round-amount time savings deposits, the interest shall be calculated by the monthly compound interest for the actual deposit period at the interest rate announced by the Bank at the time of deposit, and the principal and interest shall be paid at once upon maturity.
- III. **Foreign currency time deposit:** For each deposit currency and period, interest shall be calculated based on the daily simple interest at the interest rate announced by the bank at the time of deposit or at the interest rate negotiated between the Undersigned and the Bank, which shall be paid on a monthly basis according to the agreement or upon maturity.
- IV. Where the monthly interest payment of a foreign currency time deposit is made, the interest payment day shall be the corresponding date of the time deposit account opening date in each month, and the interest payment interval shall commence from the interest payment date of last month to one day before the interest payment date of the current month.
- However, when a time deposit account opening date is on the 29th, 30th or 31st day of each month, where the number of days of the current month of the interest calculation is smaller than the corresponding day of the time deposit account opening date, then the last day of the current month shall be used as the interest payment day. In addition, in case of any automatic renewal of such type of time deposit, where the number of days of the current month of the interest calculation is smaller than the corresponding day of the time deposit account opening date, in addition to the last day of the month being used as the interest payment day of the current month, the corresponding day of the interest payment day of the last month shall always be used as the interest payment day for subsequent months. For the last interest payment during the renewal period of the current period, the interest shall be further calculated for the period from the last interest payment day to one day before the corresponding day of the time deposit account opening day.

## Section 9 Termination

The Bank may, after giving a written notice to the Undersigned, terminate and close the Undersigned's demand deposit account if he/she/it has no transaction of the demand deposit account for twelve consecutive months and his/her/its balance of the total asset with the Bank is zero (Definition of total asset please refer to Article 1 of Chapter 3 of this Master Agreement).

## Chapter 3 DBS Treasures / DBS Treasures Private Client Terms and Conditions

When becoming DBS Treasures / DBS Treasures Private Client, the Undersigned agrees with the following terms and conditions:

### I. Total Asset Threshold and Account Management Fee

Where the monthly average total asset of the Undersigned with the Bank reaches NTD 2 million or above, he/she/it may apply to become a DBS Treasures Client and is entitled to enjoy the rights and benefits as a DBS Treasures Client. Where the monthly average total asset of the Undersigned with the Bank reaches NTD 30 million or above, he/she/it may apply for the DBS Treasures Private Client and is entitled to enjoy the rights and benefits as a DBS Treasures Private Client. The aforementioned "total asset" refers to the sum of all deposit account balances, all investment current values of investment products (calculated based on the reference price; if the reference price is not available, then the notional amount of the investment product should be used for calculation) and the accumulated premiums paid by the Undersigned for all valid insurance policies through the Bank. If the monthly average total asset of the Undersigned with the Bank fails to reach the aforementioned minimum requirements for the DBS Treasures Client, the Undersigned shall pay an account management fee in an amount of NTD 500, and the Undersigned also authorizes the Bank to deduct such amount from the deposit account of the Undersigned directly in the next month. In case of any insufficient balance or other factors such that the account management fee cannot be deducted, the Bank has the right to convert the DBS Treasures Client /DBS Treasures Private Client into a general customer, and the benefits originally enjoyed by the DBS Treasures Client /DBS Treasures Private Client shall be terminated accordingly. In addition, the Bank reserves the right to revise the total asset criteria and account management fee-related requirements at any time. For the revision methods and effect, please refer to Chapter 1 General Terms and Conditions of the Master Agreement.

### II. Special Handling Fee

Where a DBS Treasures Client /DBS Treasures Private Client terminates all of his/her/its accounts at the Bank within two months after the account opening, he/she/it shall pay a handling fee of NTD 200 to the Bank in order to compensate for the operating cost incurred by the Bank.

### III. Other Limitations

If a DBS Treasures Client, DBS Treasures Private Client fails to reach the aforementioned monthly average total asset threshold for a period of six months, then the Bank shall have the right to convert the DBS Treasures Client into a general customer, or convert the DBS Treasures Private Client into DBS Treasures Client (if the monthly average total asset reaches NTD 2 million but less than NTD 30 million) or a general customer (if the monthly average total asset fails to reach NTD 2 million), and the customer benefits originally enjoyed by DBS Treasures Client or DBS Treasures Private Client shall be terminated accordingly.

### IV. The Undersigned agrees that after his/her/its qualification as a DBS Treasures Client/ DBS Treasures Private Client is terminated, his/her/its other accounts or services having been applied for shall still be valid, and he/she/it also agrees to continue to comply with the terms and conditions of the relevant accounts and services.

## Chapter 4 Electronic Banking Service Terms and Conditions

### I. Electronic Banking

The electronic banking services provided by the Bank include three types of services: "Telephone Banking," "Internet Banking" and "Mobile Banking." The services of "Internet Banking" and "Mobile Banking" are as defined in the Definition of Terms in Chapter 5.

### II. Service Application

The Undersigned shall apply for the "Electronic Banking Service" according to the rules or notices of the Bank. The Undersigned understands that for a general joint account, a minor merely holding the account opening consent letter issued by his/her employer and an individual without valid national identity card number may not apply for the electronic banking service.

### III. Password

- (I) For electronic banking services or account transfers and transactions made through electronic banking by using electronic banking service passwords (including SMS, OTP, dynamic text message passwords and telephone banking service passwords), the Bank determines such use of electronic banking service passwords as valid instructions given by the customer. The Bank has no obligations to verify the instructions, and therefore any losses suffered by the Undersigned as a result shall be solely borne by the Undersigned.
- (II) The issuance of the electronic banking service password shall be handled according to the rules or notice of the Bank. Where the Bank agrees to deliver a password through postal mailing, it shall be mailed according to the last contact address provided by the Undersigned, and through a normal postal mailing period, it shall be deemed to have been served. The Undersigned shall assume the sole liability for any loss arising from any failure of receipt of the password letter sent in such delivery method due to the misuse of a third party.
- (III) The Undersigned shall keep the electronic banking service password in strict confidence and prevent it from being known or used by others. The Undersigned shall bear the sole liability for any violations thereof. Where such violation causes any damages or losses to the Bank, the Undersigned shall compensate the Bank for any such damages or losses. Where the Undersigned is aware that his/her/its password is likely to be used by others in a fake, fraudulent or unauthorized manner, the Undersigned shall give notice to the Bank requesting it to suspend all or part of the electronic banking service. Where the use of such service by a third party has become effective before the procedure for suspending the service by the Bank is completed, except for any intentional or gross negligence of the Bank, the Undersigned shall not make any claim against the Bank on the grounds that such use of the password is not made or authorized by the Undersigned.
- (IV) The telephone banking service password refers to a password for the use of the telephone banking applied for by a customer (including a credit card holder) of the Bank in the way agreed to by the Bank. With the telephone banking service password, the customer may use all services of the telephone banking of the Bank, including but not limited to the bank account, loan, credit card or investment related inquiries or transaction services.
- (V) Where any telephone banking service password of the Undersigned is entered incorrectly for three times consecutively, the Bank automatically terminates the telephone banking service provided to the Undersigned. The Undersigned is required to visit the Bank or contact the Bank in other manners agreed to by the Bank to re-set the telephone banking service password.
- (VI) Where the telephone banking service password of the Undersigned is not changed for a period exceeding one month after the application, it is necessary to re-apply for the same in the manners agreed to by the Bank.

### IV. Service Instructions

- (I) Telephone banking service
  1. Customers must verify their identity in the manner required by the bank (which includes, but is not limited to, an OTP sent via SMS, telephone banking service passwords, etc.) before they can use the telephone banking service.
  2. All transactions instructed by the Undersigned through the telephone banking to the customer service center shall be based on the transaction details given by the Undersigned and confirmed by the Bank via the telephone. Where the service item handled by the telephone banking requires to be performed in writing, the Undersigned is still required to supplement the written documents as instructed by the Bank in order to complete the procedure for such transaction.
  3. The Bank reserves the right to accept the Undersigned's request to perform any financial product transactions via the telephone banking customer service center. If the Bank has any concern about the determination of the authenticity or correctness of the telephone instructions or other illegal uses, the Bank has the right to refuse to provide the telephone banking service.
- (II) The transaction requirements and service setting (such as the limit, designated transfer account and number of times of password login errors) of the Mobile Banking shall be the same as the ones of the Internet banking and shall be calculated altogether. All settings and agreements made by the Undersigned for the existing and future additions/changes to the Internet banking shall be also applicable to the Mobile Banking at the same time.

### V. Transaction Service

- (I) When the Undersigned applies for the transfer function via the use of electronic banking service, the transfer into the account of the others in the Bank or accounts in other banks shall be applied one by one to the Bank in writing or in the manners agreed to by the Bank. If the deposit account designated for transactions should be changed, it shall be handled according to the relevant change procedure set forth by the Bank. The default number of the designated transfer account shall be limited to 30 accounts, and it is consolidated with the Bank's ATM card and electronic banking service under common agreement.
- (II) The Undersigned using the transfer service of the electronic banking for transferring an amount into a check deposit account shall complete the transfer procedure before

15:00 in the afternoon on a business day. In case of a delay such that a check is bounced, the Undersigned shall solely bear the liability for such delay.

- (III) The Undersigned applies for the new designated transfer account of the electronic banking service; the new designated account shall become effective on the day immediately following the application date.
- (IV) The daily maximum number of transactions for transfers that may be performed by the Undersigned via the telephone customer service center shall be 15 transactions.
- (V) When the Undersigned applies for the use of electronic banking services for foreign currency remittance, an application shall be made in writing or by way of methods agreed by the Bank on an account-by-account basis in advance for the remittance of the same currency to a designated foreign remittance account. If the Undersigned intends to change the designated account of dealings, it shall follow the relevant alteration procedures of the Bank. The default number of designated accounts is limited to 20 accounts.
- (VI) If there are any deposits or inward remittances of amounts in other currencies to the current foreign currency deposit account of the Undersigned via e-banking, the Undersigned agrees to authorize the Bank to add the deposit item in such currencies to the account.

(VII) Transfer Limit

1. There is no limit on the amount of money that may be transferred by the Undersigned using the electronic banking service into his/her/its own account with the Bank. For transfers into a designated account of others with the Bank or other banks, the maximum amount per transaction shall be an amount equivalent to NTD 2 million, and the daily accumulative maximum limit shall be equivalent to an amount equivalent to NTD 3 million. The aforementioned limit shall be controlled based on the daily accumulative amount in conjunction with the ATM card. In addition, the minimum transfer amount for a demand deposit converted into a time deposit shall be NTD 10,000. In case of a change in the Bank's time deposit interest rate, the latest interest rate announced by the bank after such change on the account recording date shall be applied.
2. For the Undersigned applying for NTD/foreign currency exchange transactions, the daily accumulated exchange transaction limit (including transactions made over the counter and through all channels of the Bank) on a business day per person shall not exceed an amount equivalent to NTD 500,000 (exclusive).
- 3. When the Undersigned performs a non-designated transfer through the Internet Banking or Mobile Banking, the maximum limit of one single transfer shall be NTD 50,000, the daily transfer limit shall be NTD 100,000, and the monthly transfer maximum limit shall be NTD 200,000 in aggregate for the Internet Banking/Mobile Banking.**
4. The Bank may adjust the transfer and remittance amount limits depending upon the situation, and such adjustment may become effective on the effective date informed by the Bank or indicated in the announcement made by the Bank.
5. For the Undersigned performing Internet Banking/Mobile Banking foreign currency outward remittances, the outward remittance account shall be limited to the foreign exchange deposit account with the Bank, and the beneficiary account shall be limited to the foreign exchange account of the beneficiary designated by the Undersigned in advance. **One single transaction shall not exceed an amount equivalent to NTD 2 million, and the daily accumulative amount shall not exceed an amount equivalent to NTD 3 million.**

(VIII) Foreign Exchange Transactions

1. The Undersigned using the electronic banking to perform foreign currency transfer transactions shall comply with the Regulations Governing the Declaration of Foreign Exchange Receipts and Disbursements or Transactions announced by the Central Bank of Republic of China (Taiwan). Where the Undersigned is known to have exceeded his/her/its foreign exchange limit available or where the transaction cannot be performed according to the laws, the Bank has the right to refuse the transaction. If a written process is further required according to the relevant regulations, the Undersigned shall also visit the original account opening unit of the Bank immediately to further complete the handling procedure in writing.
2. When the Undersigned uses the electronic banking to perform a foreign exchange demand deposit transfer (including a scheduled transfer) between different currencies, the exchange rate shall be calculated based on the spot bid/ask prices announced by the Bank on the actual transfer day. However, in case of any violent market fluctuations in the foreign exchange market, the Bank may suspend and refuse such transaction.
3. The Bank has the right to make foreign exchange settlements properly according to relevant foreign exchange laws on behalf of the customer, and the Undersigned agrees to accept such declarations without any objections against them.
4. Where the Undersigned is a foreigner without an alien resident certificate, or the valid period of such alien resident certificate is less than one year or it has been expired, only the "deposit transaction" and "designated account transfer transaction" will be available in the telephone banking service.

VI. Responsibility and Obligations

- (I) Except for intentional or gross negligence of the Bank, the Bank shall not be held liable in any way for any errors or delays caused by telecommunication failure, any act or omission of a third party or other matters not attributable to the Bank, or any direct, indirect or other losses caused by any service actions.**
- (II) The Undersigned agrees that in case of any computer system suspension of the Bank or due to other reasons, such that any transfer or other transactions cannot be performed, the Bank may cease providing services of the electronic banking, and the Undersigned may not raise any objections against it and also agrees to handle relevant matters or switch to other methods on his/her/its own.
- (III) During the course of providing the electronic banking service items, in case of any cooperation with the business hours of the Financial Information Service Co., Ltd. and/or other financial institutions, such that the service cannot be provided to the Undersigned, the Bank shall not be held liable for losses suffered by the Undersigned due to such matter.
- (IV) All records of the Bank related to the service (such as the transaction method, currency, amount and application time, date and handling status), except where the Undersigned produces specific evidence to prove the error in the information recorded by the Bank, the records of the Bank shall prevail.
- (V) The Bank may make any necessary adjustments to the transfer operation, business hours and handling fee standards for this service depending upon the actual needs, and may implement such adjustments after notice and announcement made by it.

VII. Service Change

- (I) When the Undersigned applies for account closing, account transfer, the special terms and conditions for the Internet Banking/Mobile Banking services entered into by and between the Undersigned and the Bank with respect to such account shall be terminated automatically.
- (II) Where the Undersigned terminates the Internet Banking service, the Mobile Banking service shall also be terminated at the same time.
- (III) Where the Bank considers that the Undersigned is suspected of conducting improper transactions, the Bank may terminate the telephone banking service at any time without any further notice.
- (IV) The Bank may inform the Undersigned about any changes related to the service content and the scope of service in writing or by public announcement at its business places or online announcement on its website.

VIII. The Undersigned understands and agrees that electronic banking service is not provided in a tangible medium or is online service which is completed upon provision with the Undersigned's prior consent, and therefore the right to rescind in the Article 19 subparagraph 1 of Consumer Protection Act is not applicable.

## Chapter 5 Special Terms and Conditions for Internet Banking/Mobile Banking

### I. Bank Information

To protect the rights of the Undersigned, if the Undersigned has doubts about the service, the complaints or opinions can be made to bank in written or through following methods:

- (I) Name : DBS Bank (Taiwan) Ltd
- (II) Complaint reporting and customer service hotline: 02-6612-9889
- (III) Website: [www.dbs.com.tw](http://www.dbs.com.tw)
- (IV) Address: 15F and 17F, No. 32 and No. 36, Songren Road, Xinyi District, Taipei City
- (V) Fax: 02-66129285
- (VI) E-mail: [contactme@dbs.com](mailto:contactme@dbs.com)

**After receiving the Undersigned's compliants , the Bank will contact the Undersigned to clarify the facts and will feedback the handling results to the Undersigned.**

## II. Applicable Scope of these Terms and Conditions

These "Special Terms and Conditions for Internet Banking/Mobile Banking Service" refer to the general common terms and conditions for the Bank's Internet Banking/Mobile Banking. Unless otherwise specified in any individual contract, the requirements specified in these Special Terms and Conditions shall prevail.

None individual contract may be in conflict with these Special Terms and Conditions. However, where the individual contract is more favorable to the protection of the Undersigned, the terms and conditions of such individual contract may prevail.

In case of any doubts over the articles specified in these Special Terms and Conditions, interpretation favorable to the consumers shall be made.

Any matters not specified in these Special Terms and Conditions shall be handled according to the Master Agreement signed by both parties. Where there is any discrepancy between this Master Agreement and these Special Terms and Conditions, these Special Terms and Conditions shall prevail.

## III. Definition of Terms

(I) "Internet banking services" refers to various financial services provided by the Bank that can be directly accessed by the computer at the Undersigned's end through connection with the Bank's computer via the Internet, so that the Undersigned does not need to visit the Bank's counter in person.

(II) "Mobil banking services" refers to various financial services provided by the Bank that can be directly accessed by the Undersigned using various smart communication devices (referring to mobile telecommunication devices supporting an open operating system and capable of performing the functions of data and software program input, access and expansion) through connection with the Bank's computer via the telecommunication network, so that the Undersigned does not need to visit the Bank's counter in person.

(III) "The/this service" refers to the "Internet banking service" and "mobile banking service."

(IV) "Business hours" refers to 9:00 to 15:30 every day from Monday to Friday, excluding the non-working days of the Bank as provided by law. In case of any special characteristic of a service item, the Bank may further specify or announce the business hours for such service item.

(V) "SMS OTP" (*i.e.*, text message dynamic passwords) refers to the dynamic passwords (for one-time use only) contained in text messages sent by the Bank by using mobile phones to be used as an identity verification password to be imputed during login and transaction processes.

(VI) "Electronic documents" refers to the texts, sounds, images, symbols or other information transmitted by the Bank or the Undersigned via the Internet or telecommunication network in ways which cannot be directly perceived by others, in order to establish records sufficient to convey the intention and expression of the Bank or the Undersigned available for use in electronic processing.

(VII) "Digital signature" refers to an electronic signature composed of digital data with certain length, obtained via arithmetic algorithm or other computation method, and encrypted by the signatory's private key (defined below), which may be further verified with a public key (defined below).

(VIII) "Certificate" refers to an electronic form of certificate carrying the signature verification data and used for confirming the identity and qualification of the signatory.

(IX) "Private key" refers to digital data which has a pairing relationship and is possessed by the signatory and used to create a digital signature.

(X) "Public key" refers to digital data which has a pairing relationship and is publicly and externally disclosed and used to verify the digital signature.

IV. Prior to the use of this service, the Undersigned shall confirm that the website address of the Internet Banking/Mobile Banking is correct in order to use this service. In case of any doubts, please contact the Bank's customer service. The Bank shall inform the Undersigned about the risks involved in the Internet Banking/Mobile Banking application environment in ways understandable to the general public. The Bank shall fulfill the duty as a good administrator with due care, maintain the accuracy and security of the website, and be aware of any fraudulent web pages at all time, in order to prevent any damage to the rights and interests of the Undersigned.

## V. Service Items

The Bank shall clearly specify the service items in these Special Terms and Conditions. The Bank shall also ensure the accuracy of any relevant information provided in the Internet Banking/Mobile Banking website and the obligations of the Bank to the consumers shall not be less than those disclosed on the website.

## VI. Internet Used for Connection

Both the Bank and the Undersigned agree to perform electronic document transmission and receipt via the use of the Internet. Both parties shall sign an Internet service contract and mobile telecommunication service contract with the Internet service provider and the mobile telecommunication service provider respectively in respect of all relevant rights and obligations, and shall bear the fees for the use of the Internet and the mobile telecommunication.

## VII. Receipt of and Response to Electronic Documents

(I) After the Bank receives any electronic documents containing the digital signature or those used for identity verification as agreed to by the Undersigned, except for inquiries, the Bank shall provide the web page containing important information in the electronic documents relating to such transactions to the Undersigned for re-confirmation, and perform inspection of such documents and process the same immediately. In addition, the Undersigned shall be informed of the inspection and handling results in ways agreed to by both parties.

(II) Where the Bank or the Undersigned receives any electronic documents from the other party, if its identity or content cannot be identified, it shall be deemed to have not been transmitted *ab initio*. However, where the Bank is able to confirm the identity of the Undersigned, the Undersigned shall be informed of the fact that the content cannot be identified immediately in ways agreed by both parties.

## VIII. No Performance of Electronic Documents

The Bank shall not perform any of the electronic documents received by it, where:

(I) There are specific reasons to doubt the authenticity of the electronic document or the accuracy of a designated task;

(II) The Bank may violate relevant laws and regulations if acting as instructed by the electronic document; or

(III) The Bank cannot deduct fees payable by the Undersigned from his/her/its account due to the Undersigned.

When the Bank does not perform the electronic document described in the preceding Paragraph, the Undersigned shall be informed of the reasons and status of such non-performance at the same time in ways agreed by both parties. After receiving the notice, the Undersigned may confirm with the Bank in writing or in manners agreed to by the Bank.

## IX. Time Limit for Electronic Document Exchange Operations

Electronic documents will be automatically processed by the Bank's computer. An electronic document issued by the Undersigned whose correctness has been confirmed by the re-confirmation mechanism provided by the Bank according to Paragraph 1 of Article 7 of these Special Terms and Conditions, once transmitted to the Bank, shall not be withdrawn; provided, however, that a scheduled transaction not yet due may be withdrawn and modified within the time limit specified by the Bank. If, after an electronic document is transmitted to the Bank via the Internet for processing by the Bank's computer, it is not during the business hours of the Bank, the Bank shall inform the Undersigned with an electronic document, and such transaction shall be automatically postponed to the next working day or shall be handled by using other methods agreed upon.

## X. Fees

**Starting from the date when the Undersigned uses the services under these Special Terms and Conditions, the service fee, handling fee and postage/telegraph fees shall be paid according to the fee standards, and the Bank is authorized to deduct fees automatically from the account of the Undersigned. The Bank may not charge any fee not specified in such fee standards.**

**In case of any adjustments to the fee standards described in the preceding Paragraph after the execution hereof, the Bank shall announce such content in visible sections of the Bank's website in a way that allows the Undersigned to know (hereinafter referred to as "notice") the adjustment content in ways agreed by both parties; provided, however, that if the adjustment described in this Paragraph involves a fee increase, the Bank shall provide an option for the Undersigned to express his/her/its consent on such fee increase on the web page. Where the Undersigned fails to provide his consent before the effective date of the adjustment, the Bank may suspend all or part of the services of the Internet Banking used by the Undersigned starting from the adjustment effective date. After the adjustment effective date, where the Undersigned agrees with the fee adjustment, the Bank shall immediately resume relevant services under these Special Terms and Conditions. The Bank's announcement and notice described in the preceding Paragraph shall be made 60 days prior to the effective date of the adjustment, and the effective date of the adjustment shall not be earlier than the date of January 1 of the next year following the announcement and notice; however, where it is favorable to the**

applicant, such restrictions may not apply.

#### XI. Installation of and Risk Involved in Undersigned's Software and Hardware

The Undersigned applying for the use of the service items under these special Terms and Conditions shall install the necessary computer software, hardware and other security-related equipment on his/her/its own. The fees and risks necessary for and associated with the installation shall be solely borne by the Undersigned.

Where the software/hardware equipment and relevant documents described in the Paragraph 1 are provided by the Bank, the Bank only agrees that the Undersigned may use the same within the scope of the service specified and therefore the Undersigned shall not transfer, lend or deliver the same to a third party in any way. The Bank shall also clearly explain the minimum software/hardware requirements on the website and on the package of the software/hardware provided, and shall bear the risk involved in the software/hardware provided by it.

During the contract termination of the Undersigned, if the Bank requests for the return of the relevant equipment described in the preceding Paragraph, it shall be limited to the ones specified in the special terms of the contract.

#### XII. The Undersigned's Internet Connection and Responsibility

Where the Bank and the Undersigned reach a special agreement, an Internet connection shall only be made after all of the necessary tests have been performed.

The Undersigned shall bear the custodial responsibility for the Internet Banking/Mobile Banking user account password, SMS OTP, certificates or other tools sufficient to verify its identity provided by the Bank.

Where there are errors in the user account or password described in the preceding Paragraph inputted by the Undersigned for five times consecutively (Internet Banking and Mobile Banking calculated in consolidation), the Bank's computer will then automatically suspend the services immediately under these Special Terms and Conditions used by the Undersigned. If the Undersigned plans to resume his/her/its use thereof, he/she/it shall carry out the relevant application procedures according to the requirements.

#### XIII. Transaction Verification

After each transaction instruction has been processed completely, the Bank will inform the Undersigned with an electronic document or via the method agreed to by both parties, and the Undersigned shall verify the result of such transaction to determine whether there is any error. In case of any inconsistency, the Undersigned shall inform the Bank to perform an investigation and clarification in writing or via the method agreed to by the Bank within 45 days from the date when the use thereof is completed.

The Bank shall deliver the transaction statement of the previous month (no statement will be delivered if no transactions are made in the previous month) to the Undersigned on a monthly basis via the method agreed to by both parties. After the Undersigned verifies the statement, if he/she/it considers that there is an error in the matter recorded in the transaction statement, he/she/it shall inform the Bank in writing or via other methods agreed to by the Bank within 45 days from the receipt date to conduct an investigation and clarification of such transaction statement.

At the request of the Undersigned, the Bank shall perform an investigation and shall update the Undersigned on the status or results of the investigation in writing within 30 days from the date when the request is received by the Bank.

#### XIV. Handling of Electronic Document Errors

When the Undersigned uses the services under these Special Terms and Conditions, in case of any error occurring in the electronic document due to matters not attributable to the Undersigned, the Bank shall assist the Undersigned in making a correction of such error and shall provide the Undersigned other necessary assistance.

When an error occurring in the services described in the preceding Paragraph are due to matters attributable to the Bank, upon being aware of such errors, the Bank shall make correction of such error immediately, and shall inform the Undersigned at the same time through an electronic document or via the method agreed by both parties.

When the Undersigned uses the services under these Special Terms and Conditions, once the Undersigned informs the Bank of any error occurring in the electronic document due to matters attributable to the Undersigned in respect of the financial institution code, the account number or the amount to be transferred into as applied for or operated by the Undersigned, such that the amount is transferred into the account of any other person or an incorrect amount is transferred, the Bank shall take the following actions immediately:

- (I) Provide details and relevant information of such transaction according to the relevant laws;
- (II) Inform the payee bank to provide assistance; and
- (III) Report on the handling status.

#### XV. Legal Authorization and Responsibility regarding Electronic Documents

The Undersigned and the Bank agrees to ensure that the electronic documents transmitted to the other party are legally authorized.

When discovering any third party's fraudulent use or stealing of any user account, password, text message dynamic password, certificate, private key or other unauthorized use of the same, the Undersigned or the Bank shall inform the other party to suspend the use of such service and adopt preventive measures according to the methods agreed to by both parties.

Before the Bank receives the aforementioned notice, if the use of such service by the third party has become effective, the Bank shall be responsible for such matter. However, such restrictions shall not apply, where:

- (I) The Bank is able to prove that the Undersigned's action is intentional or due to negligence; and
- (II) A period of 45 days has lapsed after the Bank informs the transaction verification documents or statements according to the method agreed to by both parties. However, if any notice cannot be served due to a special event in respect of the Undersigned (such as long-distance travel and hospitalization), the 45-day period shall be calculated from the end date of such special event, unless the Bank's act is intentional or due to negligence.

The forensic fee incurred in respect of the investigation on the facts related to the fraudulent use and stealing described in Paragraph 2 shall be borne by the Bank.

#### XVI. Information System Security

The Undersigned and the Bank shall ensure the security of the information system used respectively in order to prevent any illegal intrusion, access, modification, destruction of business records or personal data of the Undersigned.

The Bank shall bear the burden of proof for the non-existence of any disputes over any third party's cracking into the protective measures of the Bank's information system or taking advantage of the leaks in such information system.

The Bank shall bear the liability for any damage to the Undersigned caused by a third party intruding into the Bank's information system.

#### XVII. Non-Disclosure Obligation

Unless otherwise prescribed by law, the Bank shall ensure that the information about the Undersigned obtained from the electronic documents exchange due to the use or performance of the services under these Special Terms and Conditions will not be disclosed to any third party, and will not be used for purposes irrelevant to these Special Terms and Conditions. In addition, if the Bank informs a third party of such information as agreed to by Undersigned, it shall cause the third party to observe the non-disclosure obligation described in this Article.

Where the third party fails to comply with the non-disclosure obligation, such failure shall be deemed to be in breach of the obligation of the Bank.

#### XVIII. Indemnification Liability

**Both the Bank and the Undersigned agree that in case of any delay, omission or error in respect of the electronic documents transmitted or received under these Special Terms and Conditions attributable to any of the parties hereto, then the breaching party shall be liable to the non-breaching party for any damage suffered thereby as a result of such delay, omission or error.**

#### XIX. Record Preservation

Both the Bank and the Undersigned shall preserve records of the electronic documents of all transaction instructions, and shall ensure the authenticity and integrity of such records. For the preservation of the records described in the preceding Paragraph, the Bank shall fulfill its duty as a good administrator with due care. The preservation period shall be at least 5 years. However, where other laws specify a longer preservation period, such other laws shall prevail.

#### XX. Effect of Electronic Documents

Both the Bank and the Undersigned agree to use electronic documents as the means of expression of intent. Electronic document exchanged under these Special Terms and



Conditions shall be as effective as the written documents, unless otherwise provided by law.

#### XXI. Undersigned's Termination of These Special Terms and Conditions

The Undersigned may terminate these Special Terms and Conditions at any time; provided, however, that he/she/it shall do it in person, in writing or via the method agreed by both parties.

#### XXII. Bank's Termination of These Special Terms and Conditions

The Bank shall inform the Undersigned of any termination of these Special Terms and Conditions in writing 30 days in advance before the termination date.

The Bank may inform the Undersigned to terminate these Special Terms and Conditions in writing or via the method agreed by both parties, where the Undersigned:

(I) arbitrarily transfers the rights or obligations under these Special Terms and Conditions to a third party without the consent of the Bank;

(II) files and declares bankruptcy according to the Bankruptcy Law or files rehabilitation and liquidation procedures according to the Customer Debt Rehabilitation Act;

(III) violates the requirements specified in Article 15 to Article 17 of these Special Terms and Conditions; or

(IV) breaches the other requirements specified in these Special Terms and Conditions and makes no improvement after receipt of a request for improvement or request for performance within a time limit.

#### XXIII. Amendment

In case of any revisions or modification of these Special Terms and Conditions, the Bank shall inform the Undersigned in writing or by the method agreed to by both parties, following which, if the Undersigned raises no objections within 7 days, then he/she/it shall be deemed to have accepted the revised or modified terms and conditions. However, in case of any change in the following matters, the Undersigned shall be informed in writing or via the method agreed to by the Bank 60 days in advance before such change, and shall use conspicuous and clear texts in such written document or by the method agreed to by both parties to indicate such change and the contents of the new and old clauses, and shall also inform that the Undersigned may raise objections before such change takes effect. In addition, if the Undersigned fails to raise objections during such period, he/she/it shall be deemed to have accepted the revised or modified terms and conditions. Furthermore, the Undersigned shall be informed that in case of any objections, he/she/it shall inform the Bank to terminate these Special Terms and Conditions within the period specified described in the preceding Paragraph:

(I) The manner by which the Bank or the Undersigned notifies the other party of a third party's fraudulent use or stealing of the user code, password, certificate, private key or any other unauthorized use.

(II) Other matters required by the competent authority.

#### XXIV. Serving of Documents

The Undersigned agrees that the address indicated in these Special Terms and Conditions shall be the place for serving relevant documents. In case of any change of the address of the Undersigned, the Undersigned shall inform the Bank in writing or by the method agreed by the Bank immediately of such change and agree that the address after such change shall be the address for serving documents. Where the Undersigned fails to inform such address change in writing or by the method agreed to by the Bank, the Bank may still use the address indicated in these Special Terms and Conditions or the last address of which the Bank is informed as the place for serving documents.

#### XXV. Others

The Undersigned agrees that the contents provided in the interfaces of Electronic Banking Service and the applications and consents made by the Undersigned in the interfaces of the Electronic Banking Service form as a part of the agreement in relation to this service. The Bank and the Undersigned agree to use the digital signatures which is in accordance with the Electronic Signatures Act or the security standards as set forth in the "Guidelines for Security Measures of Financial Institutions for Electronic Banking Services" as the identity authentication and as the Undersigned's consent to the application or to the proceeding of the service which a separate signature or seal is not required.

#### XXVI. Counterparts

These Special Terms and Conditions shall be made in two copies, and the Bank and the Undersigned shall each preserve one copy respectively.

## Chapter 6 ATM Card Terms and Conditions

### I. Card Functions

**The ATM card of the Bank has the functions of deposit, withdrawal, transfer, payment/tax payment and balance inquiry. If the Undersigned needs to use a credit card, cash card or international withdrawal, then the credit card, cash card, international withdrawal agreement or other terms and conditions shall be further signed separately by the Undersigned.**

### II. Collection, Activation and Cancellation

When the Undersigned applies for the ATM card, password and ATM card activation registration procedure, he/she/it is required to present identification document and the specimen seal/signature to the Bank in person for such application. However, in case of a special condition where the Undersigned cannot visit the Bank to collect the ATM card in person, he/she/it may do so by other methods agreed to by the Bank. For the prefabricated ATM card (including a password), the Undersigned may collect the ATM card and the password letter immediately after the account opening procedure and this Agreement are completed, and may apply for the activation registration procedure.

Where the Undersigned fails to collect the ATM card within three months from the application date, the Bank may cancel the ATM card and the password letter. **Unless as requested by the Undersigned, the Bank shall not provide the function of non-designated account transfer for the ATM card.**

### III. Custody of Passwords and Change of Passwords

The Undersigned shall keep confidential the magnetic strip password and the IC chip password of the ATM card and shall not write down such two passwords on the ATM card in order to ensure the security of the deposit. In case of any loss due to a disclosure of any password, unless the Undersigned may prove that it is due to matters attributable to the Bank, the Undersigned shall solely bear the liability for such loss. Where the Undersigned wishes to change the password, he/she/it may use an automatic teller machine (ATM) or other equipment to conduct the password change on his/her/its own, and the number of changes that may be made by the Undersigned is not subject to any limitation.

### IV. Limitation of Deposit Amount

**The Undersigned using the ATM card to deposit cash at an ATM set up by a financial institution participating in the financial information interbank connection, there is no limitation on the amount deposited into the account of the transaction ATM card. For depositing into a non-transaction ATM card account, the maximum limit per transaction is NTD 30,000, and the daily maximum limit is NTD 30,000.**

### V. Limitation on Interbank Withdrawal and Transfer Amount

**1. When the Undersigned uses the ATM card to perform a withdrawal at an ATM installed by a financial institution participating in the financial information interbank connection, the upper limit shall be as follows:**

◉ **The maximum limit per transaction shall be NTD 20,000 for each account.**

◉ **The daily maximum limit shall be NTD 100,000 for each account.**

**2. When the Undersigned performs a designated account transfer, the upper limit shall be as follows:**

◉ **The maximum limit per transaction shall be NTD 2 million for each account.**

◉ **The daily maximum limit shall be NTD 3 million for each account.**

**3. When the Undersigned performs a non-designated account transfer, the upper limit shall be as follows:**

◉ **The maximum limit per transaction shall be NTD 30,000 for each account.**

◉ **The daily maximum limit shall be NTD 30,000 for each account.**

**The daily accumulated maximum limit for the designated account transfer described above refers to the aggregate of all of the electronic banking service transaction amount.**

VI. Where the Undersigned possesses a passbook, he/she/it may use the ATM card to perform withdrawals and transfers continuously without any limits on the number of times of withdrawals and transfers, and such withdrawals and transfers shall not be constrained by whether the passbook has been updated. The Undersigned is not required to update

the passbook in order to continue the use of his/her/its ATM card.

#### VII. Adjustment to and Disclosure of Withdrawal and Transfer Limit

Unless otherwise stipulated by law, the amount and number of transactions specified in the preceding Article may be adjusted at any time depending upon the actual needs.

The Bank shall publicly disclose such adjustment at the Bank's business places and on website in a conspicuous manner at least 14 days in advance. **However, the amount and number of transactions may also be adjusted by the Bank and effective from the date informed by the Bank or disclose on the Bank's website and at business places in case of any special condition occurs.**

#### VIII. Handling of Transfer Errors

When the Undersigned uses his/her/its ATM card to perform transfer transactions, he/she/it shall verify the financial institution code, account number and amount of the payee account. Once the Undersigned informs the Bank of any error occurring in the electronic document due to matters attributable to the Undersigned in respect of the financial institution code, account number or the amount applied for or operated for transfer by the Undersigned, such that the amount is transferred into the account of other persons or an incorrect amount is transferred, the Bank shall conduct the following immediately:

(I) Provide details and relevant information of such transaction according to the relevant laws;

(II) Provide assistance and inform the payee bank for handling; and

(III) Report on the handling status.

However, where it is caused by matters not attributable to the Bank, the Undersigned shall solely bear the liability for such error and the Bank is not obliged to bear the responsibility for offset or pursuit of the transferred amount.

#### IX. Transaction Discrepancy

When the Undersigned performs transactions at an ATM, he/she/it shall check and verify the transaction on the spot. In case of a transaction discrepancy, the Undersigned shall file an application with the Bank for review immediately after the completion of such transaction. Except where the Undersigned produces specific evidence to prove errors in the record registration of the Bank, the records of the Bank shall prevail.

#### X. Effect of Interbank Transactions

When the Undersigned uses his/her/its ATM card and password to enter into transactions at other equipment of the financial institution participating in the financial information system interbank connection, the transaction shall be of the same effect as the transaction made with the use of the specimen seal/signature.

#### XI. Determination of Transaction Time

Interbank transaction account record cut-off time: 15:30 on each business day shall be the account record cut-off time. Any transactions made after the account record cut-off time and on non-business day shall be handled and recorded for the next business day. Whether or not it is a late transaction, it shall be determined based on the time when the Bank receives the file or data.

#### XII. Termination or Suspension of ATM card Service

The Undersigned may terminate the ATM card service at any time, but he/she/it shall visit the Bank in person or by other methods agreed to by the Bank. Except for the loss of a ATM card, the ATM card shall be returned to the Bank.

The Bank may terminate or suspend the ATM card service provided to the Undersigned at any time, where:

(I) the ATM card is counterfeited, altered or used for illegal purposes such as money laundering and fraud;

(II) the account of the Undersigned is listed as suspension for payment, warning or derivative watch-list account according to the laws;

(III) the Undersigned violates any laws, damaging the interests of the Bank or takes any other illegal actions; or

(IV) the Undersigned is converted into the Treasures Account Client and he/she/it shall return the original ATM card to the Bank for cancellation.

(V) the Undersigned conducts abnormal transactions such as continuous or intensive withdrawal or transfer within a short period of time.

#### XIII. Handling of Number of Errors in Passwords and Card Retention, Card Locking

When the Undersigned uses the ATM card to enter into a transaction, if the password is inputted incorrectly for three times consecutively, a ATM card is left on the machine without retrieval, a transaction is executed with a ATM card already reported as a lost card or otherwise, such that the ATM card is locked or retained by the ATM, unless otherwise agreed to by both parties, the Undersigned shall handle such matter by providing the identification document and the specimen seal/signature in the following manners:

(I) In case of a ATM card being locked, the Undersigned may visit the Bank to unlock the card.

(II) In case of a ATM card being retained, the Undersigned shall visit Bank to retrieve the card or to re-issue a new card within 14 business days from the next day of the retention. In case of any failure to retrieve the card beyond such time limit, the Bank may cancel the ATM card.

#### XIV. Fee Collection, Adjustment and Disclosure

The service charge for transactions or services performed by the Undersigned with the use of the ATM card shall be as follows:

##### **(I) Transaction Handling Fees:**

**1. Domestic interbank withdrawal: NTD 0 per transaction.**

**2. Domestic interbank transfer: NTD 0 for the first transaction and NTD 10 from the second transaction of each account per day where the transfer amount ≤ NTD 500; NTD 10 per transaction where transfer amount is between NTD 501 and NTD 1000 ; NTD 15 per transaction where transfer amount is above NTD 1000 .**

##### **(II) Service Fees:**

**1. No charge for unlocking cards.**

**2. Renewal/Re-issuance of new card: NTD 100 per application.**

**Both parties agree that the aforementioned fees shall be automatically deducted from the account of the Undersigned.**

**The fees described in Paragraph 1 shall be publicly disclosed at the business places or on the website of the Bank.**

**Unless the Bank verifies that the card needs to be unlocked or renewed or re-issued due to matters attributable to the Undersigned, the service fees described in Sub-paragraph 2 of Paragraph 1 shall not be collected. Where the Undersigned suffers damages due to the unlocking, renewal or reissuance of the card, the Bank shall bear the liability for such damages, unless the Bank proves that the required unlocking, renewal or reissuance of the card is not due to causes attributable to the Bank.**

#### XV. ATM card Loss, Misplacement, Theft or Other Loss of Possession

The Undersigned shall properly and separately keep the ATM card and password under custody. In case of loss, misplacement, theft or other loss of possession, he/she/it shall go through the report for loss procedure with the Bank by the method specified in the agreement. The aforementioned specified method shall be handled in a manner that is safe and convenient to the Undersigned. In case of fraudulent use before the completion of the report for loss procedure and the Bank has made payment, then it shall be deemed that the Bank has fulfilled its obligation to the Undersigned. However, in case of the Bank or the financial institution who sets up the ATM fails to fulfill its duty as a good administrator with due care over the control of the information system, or due to other matters attributable to the Bank or such financial institution, such that the password of the Undersigned is subject to fraudulent use or is stolen, then the Bank shall bear the liability.

#### XVI. Prohibition on Lending, Transfer or Pledge

The Undersigned shall keep the ATM card under his/her/its custody for his/her/its own use. The Undersigned shall solely bear the liability for any lending, transfer or pledge of/over the ATM card.

#### XVII. Prohibition on Duplication or Modification

The Undersigned shall not engage in any duplication or modification of the ATM card. Where the Undersigned engages in any duplication or modification of the ATM card,

he/she/it shall bear liability for counterfeit, alteration or exercise of rights, and shall indemnify the loss suffered by the Bank due to such matter.

#### XVIII. Foreign Currency Transaction Authorization Settlement

When the Undersigned performs foreign currency transactions with the ATM card, he/she/it authorizes the Bank as the settlement agent in the territory of the R.O.C., and settlement procedure shall be handled according to the relevant regulations of the Central Bank of Republic of China (Taiwan) and agreements between both parties.

#### XIX. Use of Personal data

For the use of the ATM card for interbank services such as withdrawal, transfer, foreign exchange, tax payment, fee payment, consumption amount debit, financial account inquiry, the Undersigned agrees that the Bank, the financial institution corresponding to the ATM card transaction, Joint Credit Information Center, Financial Information Service Co., Ltd. and other institutions approved for establishment or operations by the Financial Supervisory Commission and the agricultural financial competent authority, may collect, process, internationally transmit or use his/her/its personal data according to the laws within the purpose of completing the aforementioned interbank services. Unless with the consent of the Undersigned or according to the other laws, the Bank shall not provide the personal data to a third party other than the aforementioned institution for use.

#### XX. ATM card for Withdrawal of Foreign Currency

When the Undersigned uses the ATM card to withdraw foreign currencies at an ATM of other banks domestically, their equivalent in NTD will be paid at the exchange rate provided by such financial institution. When making any withdrawal of foreign currencies overseas, NTD will be paid at an equivalent amount according to the exchange rate announced by VISA Inc. The Undersigned agrees that the Bank may deduct the aforementioned equivalent NTD amount from the NTD demand deposit account or NTD check deposit account opened at the Bank. The withdrawal of foreign currency is also subject to the interbank withdrawal amount limitation in Chapter 6, and the daily maximum withdrawal limit shall be calculated in conjunction with the NTD amount.

## Chapter 7 Terms and Conditions for DEBIT CARDS

The application for, and possession and use of the debit cards issued by the Bank (the "Cards") shall be governed by these terms and conditions (these "Terms"). These Terms also apply to the customers (the "Cardholders") who apply for or exchange for the Cards after signing this Master Agreement. The "Cards" referred to in these Terms mean the debit cards issued or replaced by the Bank with an expiration (month/year) and with the MasterCard label.

After entering the Card's domestic withdrawal personal identification number (the "PIN") at the Bank or other domestic financial institutions participating in inter-bank auto-transaction systems in Taiwan, the Cardholder may use the Card to make withdrawals, balance inquiries and other services available through ATMs of other domestic financial institutions participating in inter-bank auto-transaction systems in Taiwan. The provision of the transaction slip or display of the transaction details on the screen for the Cardholder's verification upon completion of the transaction depends on whether the financial institution operating the ATM provides such service.

The Card can be used by the Cardholder overseas. After applying for initiation of such function and being approved by the Bank, the Cardholder may use the Card to make cash withdrawals, balance inquiries or fund transfers from the Cardholder's NTD Demand Deposit Account and/or Multi-Currency Account opened with the Bank through domestic and overseas ATMs installed by other financial institutions in accordance with the rules of such financial institutions.

The Card can also be used by the Cardholder to make purchases by debiting the amount from the Cardholder's designated account. After applying for initiation of such function and being approved by the Bank, the Cardholder may acquire goods, services or other benefits from the merchants with the Card. When the Cardholder makes a purchase with the Card, the Bank will block the relevant transaction amount in the account designated by the Cardholder, and when the merchant or the acquirer requests the payment, the Bank is authorized to debit the amount of such purchase from the account designated by the Cardholder to make the payment to the merchant or the acquirer.

The Cardholder agrees to comply with and be bound by the terms below:

#### I. Application for the Card and the Designated Account

- (1) Applicants shall be those who have opened an NTD Demand Deposit Account with the Bank and have not been rejected by the Bank in any transaction. Before the expiration date of the Card, the Bank will reissue a new Card to the Cardholder upon the Cardholder's application or by the Bank's own initiative. If the Customer applies for the Card with overseas functions, the deposit account linked to the Card shall be an NTD Demand Deposit Account or/and Multi-Currency Account.

#### (2) Cardholders who do not meet the age of majority under the Taiwan Civil Code

Minors must present national identity card, second identity certificate (Household Certificate, health insurance card, etc.) and seal, and parents (legal representatives) shall assist to account opening.

#### Cardholders who meet the age of majority under the Taiwan Civil Code

Applicants must present national identity card, second identity certificate (driver license, health insurance card, etc.), and seal,

- (3) Upon receipt of the Card, the applicant must sign on the Card immediately to reduce the possibility of being used by any third party without authorization.
- (4) The Bank will only issue a Card without debit card transaction function to a person who is below seven years old.

#### II. Collection, Activation and Invalidation of the Card

1. The PIN of the Card shall be set by the Cardholder in person at the Bank at the time when the Cardholder opens an account or exchanges for the Card, and the Cardholder shall collect and activate the Card immediately. If the Cardholder is unable to collect the Card at the Bank and requests the Bank to deliver the Card by mail, the Bank shall send the Card to the address of the Cardholder that is last registered with the Bank; however, delivery to a foreign address is not available.

2. Considering the information security risk control of the Bank, the Bank may invalidate the Card if the Card was returned to the Bank.

3. Unless otherwise agreed for a Card transaction, the Cardholder shall use the Card by entering the then effective domestic withdrawal PIN (for domestic ATMs).

#### III. Change of PIN

1. The Cardholder shall memorize his/her/its withdrawal PIN and keep it confidential, safe, and separate from the Card. If necessary, the Cardholder may, by using the withdrawal PIN, reset the domestic withdrawal PIN at the ATM operated by other financial institution or the terminal installed by the Bank at any time without any limit on the number of the changes.

2. If the domestic withdrawal PIN has been entered incorrectly three consecutive times at ATM or Web ATM, the original domestic withdrawal Card PIN will no longer be accepted by the ATM or Web ATM. In such case, the Cardholder must immediately visit any branch of the Bank in person to set a new domestic withdrawal PIN.

If the foreign withdrawal PIN has been entered incorrectly five consecutive times at ATM services, the original foreign withdrawal PIN will no longer be accepted by the ATM services. In such case, the Cardholder must immediately visit any branch of the Bank in person to set a new foreign withdrawal PIN.

If a new Card is reissued to the Cardholder for any reason other than loss of the Card, the original domestic / foreign withdrawal PIN is still valid for the new Card until the Cardholder sets a new PIN.

#### IV. Deposits

- V. The Cardholder may deposit cash into his/her/its own account at any ATM operated by other domestic financial institution or at any branch of the Bank by applying for related businesses and there will be no limit on the amount of deposits (any subsequent amendment to this clause will be announced at the DBS website). Withdrawals

The Cardholder can withdraw cash with the Card through the ATM operated by other domestic financial institution, and the Cardholder shall check the accuracy on the spot. In case of any discrepancy with regard to any transaction processed via a Card at the ATM or terminal, the Cardholder shall, upon becoming aware of such discrepancy, immediately submit a verification application to the Bank in accordance with the procedures set forth by the Bank. With respect to such verification, the Bank's investigation results and related records shall be conclusive and binding upon the Cardholder unless solid evidence to the contrary is presented by the Cardholder to the Bank. All representations and statements made by the Cardholder in the verification application shall be true and correct in all respects; otherwise, the Cardholder shall be held responsible and indemnify the Bank for any and all costs, expenses, or losses arising from any untrue information or incorrect statements pursuant to the applicable laws and regulations..

#### VI. Restrictions on Maximum Amount for Withdrawal and Fund Transfer Through ATMs of Other Financial Institutions

1. When the Cardholder uses the Card to make a withdrawal at the ATM operated by a financial institution participating in the financial information interbank connection, the following limit shall apply:
  - (a) The maximum limit per transaction shall be NTD 20,000.
  - (b) The daily maximum limit shall be NTD 100,000.
2. When the Cardholder makes a fund transfer to pre-designated account, the following limit shall apply:
  - (a) The maximum limit per transaction shall be NTD 2 million.
  - (b) The daily maximum limit shall be NTD 3 million.
3. When the Cardholder makes a fund transfer to non-pre-designated account, the following limit shall apply:
  - (a) The maximum limit per transaction shall be NTD 30,000.
  - (b) The daily maximum limit shall be NTD 30,000.

The above daily maximum limit applicable to fund transfers to pre-designated account shall include all internet banking transactions.

VII. Amendments to and Announcement of the Maximum of Amount and Frequency of Withdrawals and Fund Transfers

The amounts and the number of times prescribed in Clauses 4, 5 and 6 may be adjusted by the Bank at any time if necessary, provided that such adjustment shall be announced in a public manner at the Bank's business premises and on the Bank's website **14** days prior to the effective date of such adjustment. However, the amount and number of transactions may also be adjusted by the Bank and effective from the date informed by the Bank or disclose on the Bank's website and at business premises in case of any special condition occurs.

VIII. Update of Passbooks

The number of times the Cardholder who has opened an NTD Demand Deposit Account and received a passbook is allowed to make withdrawals, fund transfers or fund transfers to non-pre-designated accounts by using the Card, as well as the amount of such withdrawals or fund transfers, is not subject to whether or not the Cardholder updates his/her/its passbook. The Cardholder may continue to use the Card without updating the passbook.

IX. The Bank's Assistance for Mistakes by Cardholders concerning Fund Transfers

A Cardholder should carefully verify the code of financial institution, account number of the recipient account and the transfer amount before transferring any funds by using the Card. If the transferred amount is incorrect or the fund has been transferred to a wrong account because the Cardholder provided a wrong code of financial institution, account number or transfer amount, upon notified by the Cardholder, the Bank shall promptly:

- (1) Provide details and relevant information of such transaction in accordance with relevant laws and regulations;
- (2) Assist in asking the recipient bank for further assistance; and
- (3) Inform the Cardholder of the handling status.

X. Validity of Transactions

The Cardholder acknowledges and agrees that, for any and all of the transactions conducted through the Card by using the PIN at an ATM or a terminal, now without slip or verification of the specimen chop/signature will be required. The Cardholder shall recognize all transactions conducted through the Card by using the PIN at an ATM or a terminal. The Cardholder hereby agrees that all the transactions conducted at an ATM or a terminal shall have the same effect as those conducted at the Bank's counter or those conducted by presenting the specimen chop/signature.

XI. Determination of Transaction Time

The cut-off time for any transaction via the ATMs of other financial institutions shall be 3:30 PM from Monday to Friday. Any transaction made by the Customer after the cut-off time or on a non-banking business day will be effected on the next business day. The time when the Bank receives the file or information in relation to a transaction shall govern the determination of whether the instruction is made before or after the cut-off time.

XII. Foreign Currency Withdrawals through Domestic ATMs

A Cardholder who is an adult having a national identity card or alien resident certificate may use the Card to make withdrawals in U.S. dollars or in other foreign currencies as agreed by the Bank. In the event that the withdrawal is made from an NTD account, the Bank will debit the Cardholder's account for equivalent NTD amount at the cash selling rate of such foreign currencies posted by the Bank.

XIII. Authorization of Foreign Currency Transactions

Whenever a Cardholder uses the Card for any transaction in a foreign currency in accordance with the preceding provision, the Cardholder authorizes the Bank to act as his/her/its foreign exchange settlement agent in the ROC and to handle the foreign exchange settlements pursuant to the relevant regulations issued by the Central Bank of the Republic of China (Taiwan) and the agreement between the Cardholder and the Bank.

XIV. Termination or Temporary Suspension of Card Services

A Cardholder may terminate Card service, at any time, visit the Bank in person or do it in other ways recognized by the Bank.

Upon occurrence of any of the following, the Bank may, at any time, terminate Card service or temporarily suspend part or all functions of the Card, or all Internet transaction functions of the Card:

- (1) The Card has been forged or altered or used for money laundering, fraud or other unlawful purposes;
- (2) The Cardholder's account has become a payment-suspended account or watch-listed account or derivative watch-listed account pursuant to the applicable laws or regulations;
- (3) The Cardholder violates any laws or regulations, damages the Bank's rights and interests, makes abnormal withdrawals when enjoying favorable offers of service charges of domestic inter-bank withdrawals, or engages in other unlawful acts;
- (4) There are abnormally frequent overseas withdrawals or debit card transactions via the Card, and the Bank is not able to contact the Cardholder for confirmation;
- (5) The Cardholder violates Clause 21 of this Section regarding the prohibition of lending, transfer or pledge of Cards.

In case of any outage or any computer or ATM/terminal breakdown, or any other technical problems that disable the operation or use of the Card or the Internet Banking services, the Bank may, at any time, suspend the Card services and the Internet Banking services, in respect of which the Cardholder shall not make any claim or assert any right against the Bank.

XV. Excessive Invalid PIN Entries and Handling of Retained or Locked Cards

When a Cardholder uses his/her/its Card for any transaction in Taiwan and the Card is locked or retained by the ATMs because the Cardholder enters invalid PINs three consecutive times, forgets to retrieve his/her/its Card, uses a lost Card that has been registered with the Bank or due to other causes, unless otherwise agreed by the Bank and the Cardholder, the Cardholder shall in person bring his/her/its identification documents and the chop/signature registered with the Bank to:

- (1) Apply for reactivation at the branch of the Bank where the Cardholder opened an account, or the place designated by the Bank, if the Card is locked; or
- (2) If the Card is retained by the Bank, or is retained by the other bank and the other bank delivers the Card to the Bank, due to transaction risk control purpose, the Bank will notify the Cardholder and cancel the Card. Cardholders should go to a branch of the Bank to apply for a new Card, and the bank will not charge for such a card replacement.

When the Cardholder conducts any transaction at a foreign ATM by using a Card, which is accidentally retained by such ATM, the Cardholder shall forthwith request the local financial institution that installed the ATM to return the Card. In case of any failure to retrieve the Card in a timely manner due to certain reasons, the Cardholder shall register the Card as a lost Card with the Bank pursuant to Clause 20.

XVI. Replacement of Cards

- (1) Prior to the expiration specified on the back of a Card, the Bank will reissue a new Card to the Cardholder on its own initiative; once the new Card is activated, the old one expires.
- (2) In the event that the Card is damaged or cannot function properly, the Cardholder shall return the Card to the Bank and apply for a replacement personally. The old Card

will be immediately invalidated upon the new Card being issued by the Bank after its review and approval of such application.

- (3) The Bank may accept only the application or replacement for Cards after it announces the same at its business premises or on its website or notifies Cardholders of the same in Monthly Combined Statements in advance.

#### XVII Amount, Adjustment and Announcement of Service Charges

Set forth below is the service charge for the Cardholder's use of the Card in transactions or the card services (unless otherwise specified explicitly, all charges listed in this clause are denominated in NTD):

- (1) Transaction fees:
- (a) Domestic interbank withdrawal: NTD 0 per transaction.
  - (b) Domestic interbank transfer: NTD 0 for the first transaction and NTD 10 from the second transaction of each account per day where the transfer amount ≤ NTD 500; NTD 10 per transaction where transfer amount is between NTD 501 and NTD 1000; NTD 15 per transaction where transfer amount is above NTD 1001.
  - (c) NTD 15 for each domestic payment.
  - (d) The fee for each overseas withdrawal varies between withdrawals from NTD Accounts and those from Multi-Currency Accounts, as provided in Paragraph 2 of Clause 18.
- (2) Service fees:
- (a) Unlock a Card: none.
  - (b) Debit Card report lost and replacement: NTD 100 each time.
  - (c) Issue a new Card (upon expiration or when damaged) to replace the previous one: none.

The Cardholder agrees that the Bank may directly debit the amount from the Cardholder's account.

The services charges listed in Paragraph 1 shall be announced in a conspicuous manner at the Bank's business premises and on its website.

The Bank will not charge the service fees for Card unlock or Card reissuance or replacement listed in Subparagraph 2 of Paragraph 1. The Bank shall be liable to the Cardholder for damages incurred by the Cardholder in the event that the Card needs to be unlocked, reissued or replaced unless the Bank can prove aforementioned situation occurs due to the causes not attributable to the Bank.

#### XVIII Special Terms and Conditions of International Cards

- (1) The Bank will suspend the functions of an international Card, if the Cardholder is a corporate entity.
- (2) After the activation of the international withdrawal function of an international Card, the Cardholder may use his/her/its international Card to withdraw local currency at an overseas ATM via the international clearing organization to which the Bank belongs. When applying for services of the international Card, the Cardholder may select to debit the amount to be withdrawn from the balance of his/her Account opened with the Bank in any of the following manners (i.e., Subparagraphs (a), (b) or (c) below). If there is no balance or insufficient fund in such account for the amount to be withdrawn and the service fee, the Bank may refuse to process the withdrawal request:
- (a) Debit the withdrawal amount from NTD Demand Deposit Account: The Bank will convert the withdrawal amount into NTD at the exchange rate provided in Paragraph (3) of this Clause and debit such NTD amount and the applicable service fees from the Cardholder's NTD Demand Deposit Account.
  - (b) Debit the withdrawal amount from the demand deposits in the same foreign currency in the Multi-Currency Account only: If the Cardholder makes a foreign withdrawal and the balance of the demand deposits in the same foreign currency in his/her Multi-Currency Account is sufficient for such withdrawal plus the applicable service fees, the Bank will debit such amount from the Multi-Currency Account to process the withdrawal request; however, the Bank will refuse such withdrawal request if the Cardholder has no demand deposits in that foreign currency or the available balance of such foreign currency in his/her Multi-Currency Account is insufficient at the moment of withdrawal.
  - (c) First, the Bank will debit the withdrawal amount (and the applicable service fee) from the demand deposits in the same foreign currency in the Multi-Currency Account first. If the Cardholder has no valid Multi-Currency Account at the moment of withdrawal, or the available balance of such foreign currency in his/her Multi-Currency Account is insufficient, then the Bank will debit the withdrawal amount from his/her NTD Demand Deposit Account (the amount to be debited shall be converted into TWD at the exchange rate specified in Paragraph 3 of this Clause, plus a service fee). If the Bank's system is under maintenance, the withdraw amount will be debited from the Cardholder's NTD Demand Deposit Account (the amount to be debited shall be converted into NTD at the exchange rate specified in Paragraph 3 of this Clause, plus a service fee); if the balance of the NTD Demand Deposit Account is insufficient, the withdrawal will not be made.
- (3) Transaction fee for each overseas withdrawal: NTD 75 for each withdrawal from the Cardholder's NTD Demand Deposit Account. If the Cardholder uses his/her/its international Card to make withdrawals in a foreign country by connecting with the international networks at the local ATMs, in order for the Bank to calculate the amount to be debited from the Cardholder's account, the Cardholder shall be deemed as having authorized the international clearing organization which provides the international network services to convert the local currency into U.S. dollars at the exchange rate posted by the organization on the day the Cardholder makes the withdrawals, plus the handling fee to be paid by the Bank to the organization under the agreement between the Bank and the organization (on September 1, 2020, for example, VISA/MasterCard charges an international transaction service fee at 1% of the amount of the withdrawal), and as having authorized the Bank to convert the foregoing aggregate amount into the NTD amount.
- (4) The Cardholder should avoid overseas withdrawals during the Bank's regular maintenance period on bank business days) or unscheduled maintenance periods (to be announced on the Bank's website), during which delays, service suspensions or transaction failures may occur. In addition, when the Cardholder uses a local ATM in a foreign country, the service items and the business hours shall be subject to those provided by the system of such overseas ATM and other local regulations shall apply. If there is any other fee arising from such use of overseas ATM or services (e.g., ATM usage fee or acquiring bank fee), it shall automatically be debited from the Cardholder's Account by the Bank.
- (5) When the Cardholder uses the international Card to make withdrawals in a foreign country through an ATM of any financial institution or any terminal of the merchants, the daily aggregate amount in all foreign currencies shall not exceed the equivalent of NTD 150,000.
- (6) When the Cardholder uses his/her/its Card to make withdrawals abroad, the Bank is entitled to report such foreign exchange conversions on the Cardholder's behalf in accordance with applicable foreign exchange laws and regulations.
- (7) The Cardholder acknowledges that the international Card service requires the Bank's cooperation with international clearing organizations (including but not limited to international card associations (MasterCard/ VISA), DBS group and subsidiaries or branches of DBS bank, N.A.), overseas financial institutions, banks providing ATM services. The Cardholder agrees that the Bank may, to the extent necessary for the provision of such service, provide the information regarding the Card and the Cardholder to the aforementioned institutions.

#### XIX Special Terms and Conditions of Debit Card Transactions via Debit Cards

- (1) Cardholders who wish to activate their debit card transaction function ("Debit Card") shall apply to the Bank for such activation and designate an NTD Demand Deposit Account opened with the Bank as the debit account for Debit Card transactions ("Designated Debit Account"). A checking account, securities account or mortgage-linked account may not serve as a Designated Debit Account.
- (2) The Bank will not make available the Debit Card function to Cardholders who are legal entities and corporate customers other than individuals.
- (3) A minor Cardholder may activate the Debit Card function upon his/her guardian's consent. The guardian of a minor understands that his/her consent to the minor's activation of the Debit Card function shall be deemed as agreeing the Debit Card transactions made by the Cardholder, where the Bank may block and then debit the purchase amount pursuant to the agreement relating to Debit Card. The guardian should not require the Bank to return the purchase amount and fees on the grounds of limiting, denying or cancellation such Debit Card transactions.
- (4) Cardholders who activate their Debit Card function may make debit card purchases at any domestic or foreign merchant with international organization stickers such as MasterCard/VISA by showing their Cards or in accordance with Paragraph (12) of this Clause regarding special transactions. The Bank may offer different discounts, services or rewards depending on the Debit Cards owned by different types of Customers by which they conduct Debit Card transactions (such as DBS Advance Debit Card, DBS Treasures Debit Card and DBS Treasures Private Client Debit Card). However, if not particularly specified, the promotional activities held by the Bank, or services or agreements in relation to the Bank's credit cards are only for the Bank's credit card holders and do not apply to Debit Cardholders.
- (5) Maximum Amount of Debit Card Transactions per Day:



There is a limit on the total amount of the Debit Card purchases made by a Cardholder in Taiwan and abroad. Such limit is calculated separately from the limit on withdrawals and fund transfers. The Debit Card purchase made by a Cardholder may not exceed his/her/its outstanding balance in his/her/its Designated Debit Account (the balance in the Demand Deposit Account) and the amount of such purchases in total may not exceed the maximum amount of Debit Card transactions per day. When a Cardholder enters into a Debit Card transaction in a foreign currency, the transaction amount in such foreign currency will be automatically converted into the equivalent New Taiwan Dollars and included in the amount of Debit Card transaction for the given day. The maximum amount of Debit Card transactions per day is set by default as below:

(a) Cardholders who meet the age of majority under the Taiwan Civil Code: NTD 100,000 or its equivalent; and

(b) Cardholders who do not meet the age of majority under the Taiwan Civil Code: NTD 5,000 or its equivalent.

- (6) The Bank shall handle the repayment of the amounts of Debit Card transactions for Cardholders with due care as a good administrator, and enter into (or cause acquirers to enter into) agreements with merchants to make Debit Card purchases available to Cardholders.
- (7) Cardholders shall not directly or indirectly procure any financing from any third party by using their Debit Cards, neither shall they fabricate fraudulent untrue transactions or collude with any third party or merchant in a fraud in order to convert the transactions into monies or obtain any interest by way of using Debit Cards or otherwise. If Cardholders purchase highly-liquid goods (such as jewelry, gold accessories, virtual currencies including Bitcoins or other similar products) or shop at risky stores monitored by the National Credit Card Center of R.O.C. (NCCC) or are suspected of conducting fraudulent untrue transactions or colluding in a fraud due to abnormal purchase timings, places or items, the Bank reserves the right to authorize such transactions and may restrict or decline such transactions to be made by such Cardholders.
- (8) Cardholders in violation of Paragraph 7 or Clause 21 herein shall be liable for any consequential payments and expenses.
- (9) Cardholders shall check the correctness of every transaction using their Debit Card and keep the receipts properly as evidence for future verification.
- (10) Where a merchant agrees that a Cardholder may apply for merchandise return, cancellation of transactions, termination of services or changes of merchandise or its prices, the Cardholder shall demand a refund receipt from the merchant and sign on the same upon confirmation of its correctness, as well as keep the refund receipt properly as evidence for future verification; provided, however, that if agreed by the Cardholder and the merchant, the merchant may sign and confirm the refund on its own, with the Cardholder retaining the sales return voucher or other supporting documentation as an alternative.
- (11) A merchant may refuse to accept a Debit Card transaction made by a Cardholder if:
  - (a) The Card is forged, altered, torn, cracked, chipped or punched, or with an illegible or altered signature on it;
  - (b) The Card has expired or been reported as a lost card according to Clause 20 herein, or the deposit agreement has been terminated;
  - (c) The Bank has suspended the Cardholder's use of the Debit Card function;
  - (d) The Cardholder's signature on the receipt does not match his/her/its signature on the Card, or the person presenting the Card is not the person to whom the Bank agrees to issue the Debit Card as otherwise evidenced; or
  - (e) Including the current transaction to be made by the Cardholder, the total amount of Debit Card transactions he/she/it has made will exceed the maximum amount of Debit Card transactions per day, or the amount of the Debit Card purchase to be made by the Cardholder exceeds the outstanding balance in his/her/its Designated Debit Account.

In case of circumstances described in Subparagraph (a), (b), or (d) hereof, the merchant may refuse to return that Debit Card to the Cardholder.

Except for other charges for transactions via the Card on certain payment platforms or in certain automated system, if the use of the Debit Card by the Cardholder is refused by a merchant by reason other than described from Subparagraphs (a) to (e) above, or if the Cardholder is asked to pay more for the goods or services purchased due to the use of the Card, the Cardholder may register a complaint with the Bank. After receiving such complaint, the Bank will by itself investigate or will forward the same to the acquirer to investigate the complaint, and inform the Cardholder of the result of such investigation.

- (12) The Cardholder agrees to conduct the following special transactions via a Debit Card in compliance with the following terms and conditions:
  - (a) Depending on the transaction convention or the special nature of the transaction, when the Cardholder purchases merchandise, receives a service or pays expenses through the Internet or mobile devices or in other similar manner by using his/her/its Debit Card, the Bank may send a One Time Password (OTP) at the time of such transaction to the Cardholder's cell phone number registered with the Bank, to authenticate the transaction behavior of the Cardholder, in lieu of a receipt or the Cardholder's signature in person. However, the Bank is not obligated to accept the use of a Debit Card by the Cardholder in transactions where a third party or a specific verification procedure is required by the competent authorities or international card associations (e.g., the identity verification of insurance premiums paid with a Debit Card should be performed by the National Credit Card Center of the R.O.C.)
  - (b) For transactions where the Cardholder must present his/her/its Card and sign on the receipt to pay by Debit Card, if the amount of such transaction made in Taiwan is below NTD 3,000 (which may be subject to change, and any of such change will be announced at the Bank's business premises or website or notified to Cardholders in monthly statements), or if the amount of such transaction made abroad is classified as those that do not require a signature according to the rules of the international credit card associations, the merchant may handle such transaction without requiring a signature.
  - (c) The Cardholder should not conduct any off-line authorization transactions (such as on an airplane or a vessel or via mail, telephone or facsimile order) or installment payments by Debit Card.
  - (d) As transactions at "self-service gas stations" among automatic machine transactions fall into the scope of the transactions that need special authorization, according to the rules of the merchant or MasterCard, a certain amount of the outstanding balance in the Cardholder's account will be blocked in each self-service pump (mostly NTD 2,250 for now) and therefore the Cardholder will not be able to withdraw or use that blocked amount. After the merchant or the acquirer sends the actual amount of such transaction to the Bank upon completion thereof, the Bank will block and retain such actual amount instead. Should the merchant or the acquirer fail to send the actual amount of such transaction to the Bank upon completion thereof, when the merchant or the acquirer applies to the Bank for reimbursement on the debit date, the Bank will release the blocked amount and reimburse the actual transaction amount. The above blocked amount may be adjusted by the merchant or MasterCard, and such adjustment shall be announced at the Bank's business premises or website in a conspicuous way or notified to Cardholders in monthly statements.
  - (e) In transactions via the Debit Card in the payment platforms or certain automated system established by the credit card clearing center and financial information service enterprises, the Cardholder may be subject to certain restrictions or rules for surcharge, such as NCCC's "Credit Card Payment Platform for Public Authorities", Financial Information Service Co., Ltd.'s "Electronic Payment and Tax Processing Platform", Taiwan High Speed Rail's "Automatic Ticket Vending Machine" and applications including "THSR E-TX APP". Prior to any use thereof, the Cardholder must understand such restrictions and fee standards. Upon the use of any of such platforms or automated systems, the Cardholder shall comply with such restrictions and pay the handling fee in accordance with the rules.

(13) Card Purchase Details:

The Bank shall specify the Debit Card transaction details on the Combined Monthly Statement and regularly provide the same for the Cardholder for verification in a manner agreed with the Cardholder (in written, electronic monthly statement or other means). The Cardholder may also check the Debit Card transaction details at any time through the Internet banking or the Bank's telephone banking service center.

(14) Debit:

(a) When a Cardholder makes a Debit Card purchase, the Bank may temporarily block and retain the amount of such transaction, which the Cardholder will not be able to withdraw or use, in the outstanding balance of the Cardholder's Designated Debit Account. If the transaction is a cross-border/foreign transaction or other transaction wherein a fee is payable, then the fees payable to international card associations, international transaction fees and other fee payable will be blocked as well, until the merchant or the acquirer applies for reimbursement to the Bank, and the Bank will debit the transaction amount and relevant fees and reimburse the same on the following business day (i.e. the debit date). However, should the merchant or the acquirer fail to apply to the Bank for reimbursement within thirty business days from the card purchase date, the Bank may release the block of such amount.

Should the merchant or the acquirer apply to the Bank for reimbursement after the Bank releases such block, the Cardholder agrees that the Bank may directly debit the amount from the outstanding balance of the Cardholder's Designated Debit Account and record the debit details in the Combined Monthly Statement without further notice.

(b) The "debit date" referred to in the preceding paragraph may be postponed to the following business day in case of a day when banks are not open for business.

(c) Should the balance of the Cardholder's Designated Debit Account not suffice to pay for any amount of the purchase or fees on the debit date, the Cardholder, upon receipt of the notice of an

insufficient account balance, shall deposit the deficient amount as soon as practicable, and the Bank may from time to time debit an amount within the transaction amount and relevant fees from all of the outstanding balance of the Designated Debit Account.

- (d) In case of any insufficient balance in the Designated Debit Account said in the foregoing paragraph, the Bank may debit the Cardholder's Designated Debit Account day by day until the purchase amount and other fees are repaid in full. The Cardholder further authorizes the Bank to directly debit the Cardholder's other Demand Deposit Accounts to pay for the deficient transaction amount and fees.
- (e) If the Cardholder cancels the Debit Card function after purchasing by Debit Card but before the merchant or the acquirer applies for reimbursement, the Cardholder authorizes the Bank to reimburse the transaction amount and fees having occurred by debiting any of the Cardholder's Demand Deposit Accounts in its discretion.
- (15) Transaction Fees and Authorization for Foreign Exchange Settlement in Cross-border/Foreign Transactions:
- (a) In respect of any transaction conducted outside of Taiwan or denominated in any foreign currency other than New Taiwan Dollar, the Cardholder shall pay a processing fee payable to the international credit card association as agreed between the Bank and such association as well as a foreign transaction fee calculated at 0.5% of the transaction amount. The transaction amount along with the said fees may be debited and paid directly from the Designated Debit Account that the Cardholder has designated in advance. The processing fee charged by the international credit card association is available for inquiries on the Bank's website. The above-mentioned transaction fee may be changed by the Bank, and any such change will be announced at the Bank's business premises or website in a conspicuous way or notified to Cardholders in monthly statements.
- (b) Where the Designated Debit Account is an NTD Demand Deposit Account, the following provisions shall apply:
- (i) The Cardholder authorizes the Bank to directly convert the amount of such transaction (including any refund thereof) into New Taiwan Dollar at an exchange rate on the settlement date determined by the international credit card association, plus a fee payable to such association as well as a foreign transaction fee calculated at 0.5% of the transaction amount.
- (ii) In case of any change in the foreign exchange rate that causes an inconsistency between the blocked amount and the NTD settled amount in a foreign Debit Card transaction or a transaction in a foreign currency carried out by a Cardholder, the NTD settled amount payable shall govern. In addition, in the event of an insufficient balance in the Designated Debit Account when the debit is made, the Cardholder shall still be liable for the NTD settled amount payable and relevant fees, and the Bank may further debit the Designated Debit Account or the balance from the Cardholder's other Demand Deposit Accounts opened with the Bank until full payment of the transaction amount and other fees.
- (iii) The Cardholder authorizes the Bank to act as his/her/its foreign exchange settlement agent in the ROC, who may conduct foreign exchange settlement procedures for Debit Card transactions in foreign currencies in accordance with relevant rules set forth by the Central Bank of the Republic of China (Taiwan) and the agreement between the parties. If the settled amount in a foreign currency payable by the Cardholder exceeds the statutory limit, the Cardholder shall pay the sum exceeding such limit in such foreign currency.
- (16) Suspension of use and limitations:
- (a) A Cardholder may suspend the use of his/her/its Debit Card function by giving notice to the Bank. However, the Cardholder shall still be liable for the amount of transactions having occurred by the time when such suspension takes effect.
- (b) To protect the Cardholder's transaction security and maintain the Bank's rights and interests, the Bank may suspend the Cardholder's use of the Debit Card and foreign withdrawal function upon notice to the Cardholder, if there is suspicion over the card number being counterfeited or forged, if the Bank receives any risk report from the international card association, other issuer or acquirer, or if the Bank determines that the Cardholder's account or Debit Card function is suspected of being misused.
- (c) The Bank may, given the risk, security or the Cardholder's financial, credit, consumption and repayment conditions, suspend the Debit Card function upon notice to the Cardholder, or lower the maximum amount of Debit Card purchases per day, or, upon notice or demand to the Cardholder, without suspending the Cardholder's access to the inquiry, withdrawal and fund transfer functions at ATMs using his/her/its Debit Card, if:
- (i) The Bank is unable to contact the Cardholder by giving notice to the address or the telephone number as last notified by the Cardholder;
- (ii) The balance in the Cardholder's Designated Debit Account is inadequate for paying for the purchase amount and fees for consecutive two months; or
- (iii) The Cardholder is declared to be under guardianship or assistance.
- (17) Suspension of use and limitations:
- (a) When a Cardholder has a dispute with a merchant over the quality, quantity or amount of the goods or services purchased, the Cardholder should seek to resolve the dispute with the merchant and may not use it as the basis to request the Bank to return the amount purchased.
- (b) If a Cardholder has any doubt concerning the transaction issues, the Cardholder should, within 60 days from the billing date of the current Monthly Statement (i.e. the last day of the period when Monthly Statement is printed), notify the Bank by providing reasons and the supporting documentation as requested by the Bank (such as a receipt or refund receipt), or ask the Bank to retrieve the receipt or the refund receipt from the acquirer, or ask the Bank to claim a chargeback against the acquirer or the merchant.
- (c) The Bank will reply to the Cardholder about the handling status or progress within a certain period of time after the acceptance of such notice under Subparagraph (b) and deposit the debited amount back into the NTD Demand Deposit Account designated by the Cardholder, so that the Cardholder may use such re-deposited amount without paying for the receipt retrieval fee, and then the Bank will claim damages against the merchant or acquirer applying for the reimbursement. However, in the event of an accurate debit as evidenced by the Bank's investigation or failure to debit the account not attributable to the Bank's fault, the Bank will contact the Cardholder and explain the investigation result to him/her/it. If such sum of money has been re-deposited into the Cardholder's account, the Bank will debit such sum and charge the Cardholder for a receipt retrieval fee.
- (d) A Cardholder who asks the Bank to retrieve a receipt or refund receipt from the acquirer shall pay a receipt retrieval fee of NTD50 (for a domestic transaction) or NTD100 (for a cross-border/foreign transaction). If, according to the investigation result, the Card is used by other person without authorization or the doubt about the transaction is not attributable to the Cardholder, such fee will be borne by the Bank. Such fee may be subject to change by the Bank, and prior to 60 days of such change taking effect, such change will be announced at the Bank's business premises or website in a conspicuous way or notified to Cardholders in monthly statements.
- (18) If a Cardholder's Debit Card is lost or stolen, any loss incurred by any unauthorized use of the Debit Card after the report of the loss by the Cardholder shall be borne by the Bank; provided, however, that the Cardholder shall still be responsible for such loss arising from the unauthorized use, if:
- (a) Such unauthorized use is due to failure to sign on the Debit Card;
- (b) After reporting the loss, the Cardholder fails to submit the documentation requested by the Bank, or refuse to assist with the investigation, or act otherwise in violation of the good faith;
- (c) The lost or stolen Debit Card is used by his/her/its spouse, relative or friend, or domestic partner, employee or agent without authorization, unless there is evidence that a lawsuit has been brought against such unauthorized user;
- (d) The Cardholder fails to promptly report the loss of the Card to the Bank upon becoming aware of his/her/its Card being lost or stolen, or fails to notify the Bank within 60 days of the billing date of the current Monthly Statement specifying the disputed or unauthorized transaction (i.e. the last day of the period when Monthly Statement is printed); or
- (e) The Cardholder breaches Paragraph 7 of this Clause or Clause 21 and other clauses hereof.
- (19) The Cardholder acknowledges that the card transaction function and relevant benefits, services or rewards in respect of foreign currency transactions on the Debit Card are subject to the cooperation of the Bank with international card associations (including but not limited to MasterCard and VISA). The Cardholder agrees that the Bank may provide the information regarding the Debit Card and the Cardholder to the aforesaid institutions to the extent necessary for the provision of such service and relevant benefits or rewards.
- (20) The Cardholder who wishes to use the Debit Card function on his/her mobile device may only use the payment service provided by the Bank with the specific electronic devices, and should read the terms and conditions of the payment service before registering/adding to a digital payment application (e.g., Apple Pay) the Debit Card function. Such service may be registered or used only after the Cardholder has agreed to the terms and conditions and that the Bank may provide the Debit Card number, expiry date and other information to the device and payment service provider. If the Cardholder does not agree to the above, please do not register Debit Card or link it to such application.

XX Loss, Destruction, Theft or Dispossession

The Customer shall keep the Card with proper care. If the Card is lost, destroyed, stolen, or otherwise out of the Cardholder's possession or the Card number or password of

the Card is known to other persons, the Cardholder shall promptly register it as a lost Card through the DBS Phone Banking services or Internet Banking services and call customer service or visit the Bank in person to apply for new Card. Any payments made by the Bank for any fraudulent use of the Card before the loss of the Card has been registered with the Bank will be deemed as payments made to the Cardholder. However, if the unauthorized use of password was caused by the failure of other financial institutions which operate the ATMs to manage and control its computer systems with the due care of a good administrator or by other causes attributable to the Bank or such other financial institutions, the Bank shall be responsible for any and all such losses arising therefrom.

**XXI Prohibition of Lending, Transfer or Pledge of Cards**

The Card shall be used by the Customer only and shall not be lent, transferred, pledged, gifted or otherwise used by a third party. Any and all losses or consequences arising from the above improper uses shall be borne solely by the Cardholder.

**XXII Prohibition of Reproduction or Alteration of the Cards**

The Cardholder acknowledges that the ownership of the Card belongs to the Bank and that the Bank shall have the right to determine any and all matters relating to the issuance of the Card. The Cardholder shall be responsible for the safekeeping of the Card. Where the Cardholder reproduces or alters the Card, the Cardholder shall be criminally liable for such acts and be liable for any and all losses of the Bank arising therefrom.

**XXIII Use of Cardholder's Personal Information**

The Cardholder hereby agrees that the Bank, any financial institution in connection with the transaction by using the Card, the Joint Credit Information Center, the Financial Information Service Corporation Ltd., acquirers, MasterCard Inc., Visa Inc. and other institution designated by the Financial Supervisory Commission or agriculture finance authorities may, for the purposes of rendering services for inter-bank transactions (including making withdrawals, fund transfers, remittances, paying taxes or fees, debit for purchases or making balance inquiries), collect, process, internationally transmit or use the Cardholder's personal information. Unless agreed by the Cardholder or otherwise provided by applicable laws and regulations, the Bank shall not disclose the Cardholder's personal information to any third party other than the aforementioned institutions.

DBS Bank Debit Card		
Lost Debit Card Registration Fee	Each Time	NT\$100
Receipt Retrieval Fee for Domestic Debit Card Transaction	Each Transaction	NT\$50
Receipt Retrieval Fee for International Debit Card Transaction	Each Transaction	NT\$100
Transaction Fee for Domestic Interbank Withdrawal	Each Time	NT\$ 0
Transaction Fee for Domestic Interbank	Each Time	NTD 0 for the first transaction and NTD 10 from the second transaction of each account per day where the transfer amount ≤ NTD 500; NTD 10 per transaction where transfer amount is between NTD 501 and NTD 1000; NTD 15 per transaction where transfer amount is above NTD 1001 . * NTD 0 for 30 transactions per month for DBS Treasures and DBS Treasures Private Client
Transaction Fee for Domestic Payment of Bills	Each Time	NT\$15
Transaction Fee for Foreign Withdrawal	Each Withdrawal	*NT\$75 for each withdrawal from the Cardholder's NTD Demand Deposit Account + International settlement handling fee of 1% of transaction amount/per time *For DBS Treasures client/DBS Treasures Private client: handling fee is free of charge+International settlement handling fee of 1% of transaction amount/per time.
Shipping Cost for Debit Card	Each Time	Delivery of Debit Card by registered mail: Free.
*The number of times a customer may make domestic or foreign withdrawals for free during certain month shall be valid from 9am on the second calendar day of that month to 9am on the second calendar day of the following month. *The Bank may suspend or limit its waiver of transaction fee for withdrawals should there be frequent withdrawals of small amount of cash within a short period of time or abnormally frequent interbank withdrawals on the same day. *When the Cardholder withdraws local currency at an overseas ATM, the international clearing organization will charge a "network service fee" for different international networks. When the Cardholder uses an overseas ATM, the local financial institution may also charge a transaction fee or service fee.		

The Cardholder shall read the contents of these Terms carefully before activating DBS bank Debit Card transaction function/International card function. Upon activating DBS bank Debit Card transaction function/International card function, the Cardholder shall be deemed to have fully understood and agreed to and is willing to comply with the contents of these Terms.

## Chapter 8 Terms and Conditions for Comprehensive Investment Financial Account

To apply for various financial products (including but not limited to structured investment products, foreign currency portfolio investment and non-discretionary money trust investment in domestic/offshore mutual funds, offshore structured products, foreign bonds or other investment products), the Undersigned shall complete relevant account opening application forms and to open the "Comprehensive Investment Financial Account" (hereinafter referred to as the "investment account" in this Chapter and Chapters 9 and 10) at the Bank by the method specified by the Bank. The Undersigned understands and agrees to abide by the following terms and conditions:

- I. For the purpose of performing various matters relating to execution and settlement of financial products, the Undersigned shall open a NTD deposit account or foreign currency demand deposit account with the Bank, and shall agree to abide by the terms and conditions and/or provisions specified in this Master Agreement and all applicable agreements.
- II. In addition to the opening the investment account and the NTD or foreign demand deposit account, the Undersigned shall also carefully review and agree to accept all terms and conditions for the investments in various financial products, and shall comply with the subscription qualifications for specific financial products, shall also sign relevant product documents and risk disclosure declarations, or after verifying identification and completing relevant procedures in accordance with the subscription method agreed upon by the Bank before submitting the subscription application.
- III. For the financial products purchased by the Undersigned at the Bank or as instructed by the Undersign to be subscribed via the Bank, the transactions and records shall be registered into the investment account.
- IV. U.S. citizens, U.S. residents, individuals with U.S. permanent resident certificates or companies registered in the U.S. shall not open an investment account and shall not engage in any subscription of the financial products hereunder.
- V. The Undersigned acknowledges that all transactions to be conducted under this account are made based on his/her/its knowledge, experience and independent judgment. Despite the fact that the Bank or its staff or employees assist in providing information or any recommendations, such information and recommendations are provided for reference only, and the Undersigned shall still make determination by him/her/itself carefully or shall seek opinions from a professional independent third party according to his/her/its individual condition before executing the transactions. The Undersigned shall not request the Bank to bear any liabilities due to any information or recommendations provided by the Bank or its staff or employees.
- VI. During the opening of the investment account, the Undersigned shall accept the investment capability assessments, and thereafter the Undersigned may log on to Internet Banking or Mobile Banking to re-evaluate investment capacity. The updated investment capability assessment results through the Internet banking or Mobile Banking shall only become effective after the Bank completes such update. Before the updated investment capability assessment results of the Undersigned becomes effective, the results of original investment capability assessment during the validity period shall still be applicable to all investments and transactions made by the Undersigned.
- VII. After opening the investment account, the Undersigned shall designate a settlement account and shall agree with the following:
  - (I) The Bank is authorized to deduct the investment amount (including subscription handling fee and relevant fees) designated by the Undersigned from the settlement account of the Undersigned and transfer such amount into the investment account to make various investments.



- (II) The Bank is authorized to deduct any fees (including but not limited to various management fees or other relevant fees incurred due to the transaction) and taxes payable (if any) from the amount payable upon the maturity or redemption of the financial product, and to make a transfer of the remaining amount into the settlement account according to the currency type. Where the amount collected upon maturity or redemption is insufficient to pay the payable fees and taxes, the Bank may deduct relevant amounts from the settlement account or other deposit account of the Undersigned.
  - (III) The Undersigned shall maintain a sufficient balance in the settlement account in order to pay the investment amounts and relevant fees, and to ensure that the existence of the settlement account is valid. Where the balance in the settlement account is insufficient to pay for the investment amounts and relevant fees, then the transaction instructions of the Undersigned shall be deemed to be invalid, and the Bank may stop performing such transaction without any obligation to inform the Undersigned of such matter. The Undersigned shall also solely bear all liabilities, losses, costs and expenses incurred due to such matter. In case of closing the settlement account or due to other reasons such that the settlement account becomes invalid, the Bank may determine the payment account, currency type or method at its own discretion. In case of any failure of the Bank's computer system or other *force majeure* events such that settlement operation cannot be performed, the Undersigned agrees that the settlement operations may be performed on the first business day after the business day when the computer system resumes to normal operation or when the *force majeure* event is over.
  - (IV) Before the Bank accepts the Undersigned's application for relevant changes of the settlement account, the designation and relevant authorization of the original settlement account shall still be valid.
- VIII. The Undersigned fully understands that the Bank strictly prohibits its employees from encouraging, inducing or soliciting customers to make loan in order to purchase financial investment products. The source of investment funds of the Undersigned should be determined by the Undersigned's own financial planning needs.
- IX. In case of any conflicts between the terms and conditions specified in this Chapter and the ones of Chapter 9 and Chapter 10, the terms and conditions specified in Chapter 9 or Chapter 10 shall prevail.

## Chapter 9 Terms and Conditions for Non-Discretionary Money Trust Investment Service

To apply for non-discretionary money trust investment in domestic/foreign securities service, Customer (*i.e.* the Undersigned, as the settlor and the trust beneficiary, hereinafter referred to as the "**Settlor**") agrees that the Bank (which acts as the trustee, hereinafter referred to as the "**Trustee**") will accept the trust funds of the Settlor, and will invest in domestic/offshore mutual funds, stocks, bonds, offshore structured products, exchange traded funds or other securities on behalf of the Settlor according to the utilization instruction of the Settlor (**such investment shall be limited to the scope permitted by the laws/regulations and accepted by the Trustee according to the selection of the Trustee**). The Settlor shall also sign the deposit-related service agreements and shall agree to abide by all relevant regulations as well as the following terms and conditions. Unless further specified in terms and conditions of individual transactions, the terms and conditions of this Chapter shall be applicable. For any matters not specified in this Chapter, other terms and conditions of this Master Agreement shall be applicable.

### Section 1 General Provisions

Except as otherwise specified in the special terms and conditions of each investment product, the terms and conditions specified in these General Provisions of this Chapter shall be applicable to the handling of various investments and services of the non-discretionary money trust.

- I. Purpose of Trust, Investment Scope of Trust Funds and Management and Use of Trust Property
  - (I) The Settlor agrees to entrust the trust funds to the Trustee in order to allow the Trustee to use the trust funds in the investment products such as domestic and offshore mutual funds, stocks, bonds, offshore structured products or securities approved by the competent authority and permitted by laws/regulations, and to perform management and disposal of trust properties for the benefit of the beneficiary according to the specific use instructions provided by the Settlor.
  - (II) Regarding the non-discretionary money trust investment service under this Chapter, the management and use of the trust properties are independently managed and used, and therefore the Trustee has no decision rights on the use of the trust properties.
- II. Management and Use of Trust Property
  - (I) The Trustee has no decision rights on the use of the trust property, and such decision rights on the use thereof shall be vested in the Settlor.
  - (II) The Settlor may instruct the Trustee to perform subscription of investment products according to these terms and conditions during the subscription period or the acceptable trust investment period of any investment products, subject to the subscription criteria for each investment product. However, the Trustee reserves the right to accept the Settlor's subscription of any investment product.
  - (III) According to the purpose of the trust and the use instructions provided by the Settlor, the Trustee has the right to perform any trading, delivery, settlement and other actions related to the use of the investment fund and the disposal of the trust property for the investment product instructed by the Settlor. In addition, the Trustee has the full authorization to participate in the exercise of various rights and obligations related to the investment product on behalf of the Settlor (including but not limited to the exercise and performance of the rights and obligations of shareholders or beneficiary).
  - (IV) The Settlor and the Trustee shall jointly comply with the relevant regulations and applicable laws/regulations related to the trust service or the investment product. When the managing company/domestic and foreign issuing institution/guarantee institution/exchange or other relevant institutions specify operating regulations and investment regulations regarding the price, time, method, net value calculation, profit distribution, expense sharing for the subscription, redemption, conversion as well as other relevant matters for the operations of the investment product, both parties shall also comply with such regulations and rules accordingly.
  - (V) In the event that the Trustee receives notices related to capital increase (decrease), liquidation, change (including name, pricing currency type and pricing method), merger, dissolution, suspension of trading or suspension of delivery, liquidation, operating difficulty, or other inevitable matters, or use of the investment product based on regulatory restrictions or regulations of the issuing institution or guarantee institution, such that the Trustee cannot perform the use thereof, the Settlor agrees to cooperate in the handling of relevant affairs or terminate the use thereof, and all of the profit or loss and expenses incurred shall be borne by the Settlor.
  - (VI) The Settlor agrees that within the scope permitted by laws and regulations, the trust funds provided by the Settlor before the Trustee performs investments in securities or other investment products designated by the Settlor and after the Settlor's redemption according to the instructions of the Settlor, as well as the trust properties that exist in monetary form due to any reasons, may be stored at the location of the Trustee, and the Trustee shall not pay any further interest on the trust funds provided by the Settlor.
  - (VII) The Trustee shall fulfill the duty as a good administrator with due care; however, the Trustee provides no guarantee for the successful dealing of the investment instructed by the Settlor. In case the investment transaction cannot be successfully completed, the Settlor agrees that the Trustee may return the original trust amount and handling fee to the Settlor without interest.
- III. Instruction on Use, Change and Modification of Trust Funds
  - (I) For the use of trust funds, investment amount, investment product, designation of account for amount deduction, change and cancellation of the deduction date, suspension (resume) of deduction, personal data registration of the Settlor, changes of the seal preserved and other items, the Settlor shall handle such matters in writing or according to the method agreed to by the Trustee (including in writing or via telephone, mobile banking, internet banking or other methods accepted by the Trustee).
  - (II) The Trustee may inspect and verify the identity of the Settlor and his/her/its instructions. In addition, where the Trustee considers that the instructions of the Settlor is ambiguous, subject to violation of laws/regulations or not unenforceable otherwise, the Trustee may refuse to perform the instructions of the Settlor and inform the Settlor about the matters not performed immediately.
- IV. Collection of Trust Funds and Fees
  - (I) The trust funds provided by the Settlor shall be denominated in the currency specified for the investment product or agreed to by the Trustee. In addition, the return of the trust principal and profits shall be denominated in the same currency as the trust funds provided or shall be denominated in the currency designated by the Trustee, unless otherwise provided by laws/regulations.
  - (II) When the currency in which the trust funds provided by the Settlor is denominated is different from the currency specified for the investment product, the Settlor agrees to authorize the Trustee to handle the currency exchange transactions between different currencies at its sole discretion, and also agrees that such currency exchange transactions may be made by the banking business department of the Trustee. Unless otherwise specified, the exchange rate of the currency shall be based on the exchange rate during the time of the actual exchange performed by the Trustee. The Settlor shall solely assume any exchange risk associated with the trust funds arising from such exchange.
  - (III) The Settlor authorizes the Trustee to deduct an amount equivalent to the trust funds, trust handling fee or other fees from the settlement account designed by the Settlor on

the day when the Trustee receives the subscription document for the investment product filled out completely by the Settlor. Where the deposit in the designated settlement account is subject to seizure or insufficient deposit balance or other reasons such that the Trustee cannot perform the amount deduction to perform the subscription operation of the investment product, then the subscription instructions made by the Settlor shall have no effect, and the Trustee shall perform no transactions. In addition, the Trustee is not obliged to inform the Settlor of such matter.

#### Calculation and Collection of Trust Fees

- (I) The Settlor understands and agrees that when the Trustee handles relevant transactions of the trust service (*i.e.*, non-discretionary money trust) under this Agreement, the Trustee may collect various benefits such as any remuneration, fees and allowances from the counterparty in order to use the same as the trust remuneration collected by the Trustee.
- (II) Any fees incurred in respect of any litigation proceeding against, filing of arbitration against or other negotiations with a third party due to the handling of this trust service or for the purpose of maintaining the rights and interests of the Settlor and any other fees incurred relating to the investment in domestic and foreign securities that shall be borne by the Settlor according to the common practice shall be borne by the Settlor.

#### V. Distribution of Profits

The profits generated from the use of the trust funds shall be processed in a way that complies with the operating rules of the domestic/foreign securities issuing institution or fund company and the Trustee. Where tax on such profits is required to be paid, after the Trustee handles the relevant tax withholding, the amount shall be then further transferred into the re-investment or be distributed to the Settlor in cash. Where no specific profit distribution method is specified for the trust investment product, the Settlor agrees and authorizes the Trustee to handle such profit according to its internal operating rules and procedures.

#### VI. Redemption of Investment product

Where the investment product is subject to compulsory, restricted or suspended redemption due to the rules of the domestic/foreign issuing institution or the fund company or other matters, or due to any other reasons such that it cannot be redeemed, the Settlor unconditionally agrees that the Trustee may handle such matters according to such rules or make independent judgment to handle relevant matters without any objections raised by the Settlor. Any expenses or losses incurred due to such matter shall be borne by the Settlor.

#### VII. Minor Settlor

- (I) Where the Settlor is a minor, the use, disposal and the exercise and performance of all of the rights and obligations related to the investment product shall be determined by the legal representative of the minor with full authority on behalf of the minor, and such rights and obligations shall include without limitation the subscription, redemption, conversion, change and inquiry of the domestic/foreign securities, as well as investment in mutual funds, offshore structured products. In addition, the legal representative also has the right to deal with the aforementioned relevant matters over the counter, or by use of telephone banking, Internet banking service or other method provided by the Trustee on behalf of the Settlor. (II) Starting from the date when the Settlor becomes an adult, the Settlor may then have the full authority in determining the use, disposal of the trust property and the exercise of various rights and obligations relating to the investment product. Except where the Settlor issues an authorization letter, the original legal representative shall not continue to use or dispose of the trust property or exercise various rights and obligations on behalf of the Settlor starting from the date when the Settlor becomes an adult. The Trustee also has the right to refuse to continue to act according to any transaction instructions on the trust property made by the original legal representative or exercise other relevant rights.

#### VIII. Nature of Investment and Investment Confirmation Notice

- (I) **The Trustee performing the investment on non-discretionary money trust shall be based on the use instruction of the Settlor, and the investment on the trust funds shall be performed under the name of the Trustee with the counterparty on behalf of the Settlor.** After the Trustee receives the transaction confirmation notice from the domestic/foreign issuing institution or the master agent for the investment product, the Trustee shall issue an investment statement or transaction confirmation notice or report related to the trust property rights and interest to the Settlor. All investment statements or transaction confirmation letters or reports on trust property rights and interest are provided only for the purpose of confirmation of investment transactions, and shall not be used as certificates representing the transaction or value, neither may they be transferred.
- (II) Where the trust property rights and interest content indicated on the investment statements or transaction confirmation notices or relevant reports are inconsistent with the documents or relevant records of the trust property account records of the Trustees, the trust account documents or records of the Trustee shall prevail. Where there is an error in the transaction notice received by the Trustee from the domestic/foreign issuing institution of the investment product, master agent, counterparty of the Trustee or custodian institution or other relevant institutions, or where there is negligence or error in the operations of the Trustee, the Settlor agrees that the Trustee may correct it on its own and inform the Settlor of the same.

#### IX. Distribution of Beneficiary Unit

Beneficiary units (or shares) shall be distributed to the Settlor based on the values of the aforementioned investment product capable of being subscribed to by the Trustee with the trust funds of the Settlor, calculated by the ratio of the aforementioned investment product that can be subscribed according to the trust funds of each Settlor. The distribution and calculation method shall be handled according to the regulations of each investment product and the issuing institution. However, where there are still remaining values, the Settlor agrees and authorizes the Trustee to handle the same according to its relevant internal operating rules and procedures.

#### X. Trust Right Ownership

The Settlor shall be the trust beneficiary, and except for the pledge to the Trustee for the Bank to conduct business of pledge on the beneficial rights of specific money trust where the Bank itself acts as the trustee, the Settlor shall not change the beneficiary and shall not transfer or create a pledge over the trust benefit or other rights arising from this trust relationship.

#### XI. Risk Assumption and Disclosure

- (I) **Before providing the use instructions for the investment product, the Settlor shall have carefully reviewed the relevant documents and rules of the investment product, and shall understand the investment risk, including the principal loss due to the possible occurrence of price decrease in the investment product and foreign exchange loss, or the risk of suspended acceptance of redemption, dissolution and liquidation of the investment product. The Settlor also understands that during the occurrence of relevant risks, under the worst scenario, the maximum possible loss may be equivalent to all of the investment principal. The past performance of the investment product would not be equivalent to the future investment performance. In addition, the Settlor shall decide the investment instructions after its independent and careful investment judgment.**
- (II) **All of the capital gains and accrued interest incomes generated from the use and management of the trust funds shall be vested in the Settlor, and the risks, expenses and taxes associated with the investment shall also be borne by the Settlor. The Trustee, its branches and its parent company provide no guarantee for the trust principal, accrued interest and investment profit or loss (unless otherwise provided by applicable laws/regulations or expressly agreed by the Bank and the Settlor), and do not share or bear the investment risks.**
- (III) **The Settlor understands that the trust funds are not equivalent to the general bank deposit, but constitutes an investment; therefore, it is not covered by the scope insured by the Central Deposit Insurance Corporation which the Trustee has insurance coverage from.**
- (IV) **In case of errors in the investment unit quantity record of the Settlor's account, the Trustee shall immediately inform and/or correct the unit quantity in the Settlor's account and inform the Settlor upon discovering such error. Where the Trustee discovers errors after the Settlor redeems the investment, the Settlor shall immediately return the relevant amount back to the Trustee after receiving the notice from the Trustee.**
- (V) **The Trustee cannot accept trust from a U.S. citizen or a U.S. resident for non-discretionary money trust investment in investment products of domestic/offshore mutual funds or securities. In addition, if the Settlor becomes a U.S. citizen or a U.S. resident, he/she/it shall inform the Trustee within 30 days, and shall also issue and provide necessary documents to the Bank in accordance with the relevant U.S. tax laws at the same time. Where the Settlor fails to perform the aforementioned obligation of notice, the Settlor agrees to compensate any expense, loss, fine or other similar amounts possibly suffered / paid by the Trustee due to the compliance with the relevant U.S. tax laws or the prohibition of investing in securities of the companies classified as Chinese Military Industrial Complex Companies ("CMICs") by Executive Order (Executive Order No. 14032 and its subsequent amendments). The Trustee may inform the Settlor to terminate these Terms and Conditions, suspend the service under this Chapter, compulsorily redeem all or part of the investment products held by the Settlor and/or take other measures necessary to comply with relevant laws and regulations. The relevant profit/loss and expenses shall be borne by the Settlor.**

(VI) For the transactions instructed by the Settlor to the Trustee with the use of the trust funds to invest in domestic/foreign securities, in case of any suspicious money laundering, any criminal actions, any international terrorism organization actions or transactions or where the Trustee determines to have doubts on violation of relevant laws/regulations, the Trustee may refuse to perform the transaction instructions on the investment made by the Settlor, and may compulsorily redeem all or part of the investment products held by the Settlor.

#### XII. Obligation and Responsibility of Trustee

- (I) The Trustee shall act as a good administrator with due care in respect of the use of the trust property according to the use instructions of the Settlor, and shall also bear the duty of royalty.
- (II) Unless otherwise specified in other agreements or provided by applicable laws/regulations, the Trustee shall bear the confidential obligation regarding all correspondences, transaction documents of the Settlor associated with these Terms and Conditions.
- (III) The Trustee provides no guarantee for the trust principal and the minimum profit, and the Settlor shall bear the profits/losses and risks associated in the use of the trust fund solely.
- (IV) Except for matters attributable to the Trustee, the Settlor shall not claim any rights or request for joint liability or claim damage indemnification from the Trustee for any performance or non-performance of institutions related to the investment product, including the issuing institution, guarantee institution, fund management institution, custodian institution, investment consulting institution, authentication institution and accounting and legal institution of the investment product.
- (V) The Trustee may authorize a third party to handle trust affairs on its behalf; provided, however, that the Trustee shall bear liabilities for the selection of such third party and the execution of the monitoring of its duties. In addition, expenses incurred due to such matter shall be borne by the Settlor, and the Trustee may deduct such expenses from the trust property in advance.
- (VI) Within the scope permitted by laws/regulations, the Trustee may provide information about the investment product at the request of the Settlor. Such information shall be provided for reference by the Settlor only, and the Settlor shall make his/her/its own decision or seek the opinions of a professional and independent third party depending upon one's status and shall also bear the profit/loss of his/her/its own investment decision. The net value (price) of the investment product, reference exchange rate, reference current value provided by the Trustee shall be used for reference by the Settlor only. In addition, the aforementioned relevant information shall be based on the ones announced by the domestic/foreign securities institution or issuing institution or the actual occurrence thereof. The Settlor shall not claim any rights or request for any damage indemnification for the reference information provided by the Trustee.
- (VII) The actual transaction dates of subscription, conversion, sale or redemption of domestic/foreign securities may be affected by factors such as the domestic/foreign holidays, time zone difference or investment product rules or delay of such dates. The Trustee is not obliged to bear any liabilities for the aforementioned factors and is not obliged to provide any notice on such factors.
- (VIII) In case of any natural disasters, war, terrorist activities, strike or other human or non-human *force majeure* events that cannot be attributable to the Trustee or cannot be controlled by the Trustee, such that the Trustee cannot perform or delay in the performance of the obligations of the Trustee under these Terms and Conditions, the Trustee shall not be obliged to bear the damage liability for any loss, diminishing or freezing of the trust properties of the Settlor.
- (IX) When the Settlor performs the transactions relating to this trust relationship that involve matters requiring declaration of foreign exchange transactions or payment/collection with the Central Bank of Republic of China (Taiwan), the Settlor understands and agrees that he/she/it will declare properly and complete the foreign exchange declaration form according to relevant laws and regulations. If the settlement cannot be made in the course of such declaration of foreign exchange due to any legal restrictions or because the Settlor has used up the foreign exchange quota completely, the Settlor shall solely bear the liability for the failure to settle. The Trustee has the right to properly declare the settlement for the Settlor according to relevant laws/regulations relating to foreign exchange, and the Settlor agrees with such declaration without any objections. Where the Trustee learns that the Settlor has exceeded his/her/its foreign exchange quota available for use or that such declaration cannot be performed according to applicable laws/regulations, then the Trustee has the right to refuse to handle the case.

#### XIII. Account Affairs Handling and Report

- (I) The Trustee shall set up accounts for management with respect to this trust fund and the investment income.
- (II) The Trustee shall periodically prepare reports on the trust fund use status and mail the same to the Settlor.

#### XIV. Statements

The Trustee shall prepare the statements indicating the transactions (including subscriptions, redemptions, conversions, maturity or early redemptions by issuing institution) that have occurred in the current period, and shall deliver the statements in writing or in electronic file or by other methods agreed by the Settlor.

#### XV. Amendment, Rescission and Termination of Agreement

- (I) Except for changes of laws/regulations or changes of orders of the court or competent authority, if there is a need to amend these Terms and Conditions, it is necessary to publicly disclose the revised content in a conspicuous way on the website and/or at the business places of the Trustee, or shall inform the Settlor in writing of the same.
- (II) After the Trustee publicly discloses the amendment notice of these Terms and Conditions on the website and/or at business places of the Trustee or informs the Settlor in writing of the same, if the Settlor raises no objections in writing against the Trustee within the time period specified by the Trustee, the Settlor shall be deemed to agree with such amendment.
- (III) After the Trustee signs these Terms and Conditions and after the Settlor provides the trust fund, in case of an announcement of new laws/regulations or amendment of laws/regulations or order of competent authority, such that the Trustee cannot start or continue to manage the use of the trust property according to the purpose of the trust, then any party hereto may inform the other party to rescind or terminate this Agreement in writing or by other methods agreed to by both parties.
- (IV) Unless the parties engage in further agreements, these Terms and Conditions shall be terminated due to any one of the following conditions:
  - 1. Where the purpose of the trust has been completed or cannot be completed.
  - 2. Where termination is executed according to the court order or order of competent authority.
  - 3. Where any one party is subject to loss of capacity, dissolution, liquidation, rehabilitation, reorganization, bankruptcy or suspension of business, the other party may inform such party of the termination of the Agreement in writing or by other method agreed by both parties.
  - 4. During the term of this Agreement, the Settlor may inform to terminate the Agreement by the methods specified by the Trustee for a reasonable time period in advance.

#### XVI. Post-Termination of Trust Relationship

After the trust relationship is terminated, the Settlor agrees that the Trustee may handle the profits (including accrued interests) belonging to the Settlor in the following manners, unless the value is insufficient to pay the handling fee or administrative fee and where the Settlor agrees to abandon such profits:

- (I) For the profits in cash: it shall be deposited into the redemption or profit distribution account designated by the Settlor.
- (II) For the profits in stocks: The Settlor agrees to authorize the Trustee to handle the sale of the stocks at the market price at that time, and the amount so gained shall be handled according to the profit in cash described above.
- (III) For the profits in investment products: The Settlor agrees that the Trustee may perform compulsory redemption of the units of the products held by the Settlor, and the amount so gained shall be handled according to the profit in cash as described above.

#### XVII. Term of Trust

This trust is a trust of an indefinite period. During the term of this trust, except where a lockup period, limitation on early redemption or similar investment period limitations are further specified in respect of the trust investment product, any party may inform the other party in writing in advance to terminate the trust relationship between the two parties according to Article 16 of Section 1 of these Non-discretionary Money Trust Investment Service Terms and Conditions at any time.

#### XVIII. Special Transactions

The Settlor agrees that the Trustee may use the trust property to perform the following actions:

- (I) Use the trust property to purchase securities or notes for which the business department of the Trustee acts as the broker.
- (II) Use the trust property to make a deposit at the business department of the Trustee or at the location of its interested parties as deposit.
- (III) Use the trust property to make the transactions other than the ones specified in Paragraph 1 of Article 25 of the Trust Enterprise Act with the Trustee or its interest parties.

(IV) Use the trust property to purchase securities or notes issued or underwritten by the Trustee or its shareholders.

(V) Other actions according to the regulations of the competent authority.

#### XIX. Tax

(I) Where there are taxes payable by investors according to the common practice of the financial market handling domestic/foreign securities or according to laws/regulations applicable to each individual investment product, the Settlor shall bear relevant taxes payable.

(II) The Settlor shall seek the advice of his/her/its tax advisors regarding tax regulations related to investments in domestic/foreign securities or individual investment product.

(III) Regarding US source income, if the Undersigned fails to provide relevant information or documents as required in accordance with any applicable domestic and foreign laws or by the Trustee, including but not limited to signing US tax forms (e.g., W8-BEN/ W8-BEN- E/ W9 form) and providing the same to the Trustee, the interest income from the US investment products held by the Undersigned may be subject to relevant withholding taxes.

#### XX. Miscellaneous

(I) In the event that the Settlor has already signed other Non-discretionary Money Trust Domestic/Foreign Securities Trust Agreement Terms and Conditions with the Trustee before the signing of this Master Agreement, the effect of such Terms and Conditions shall continue to exist. The Settlor agrees that starting from the effective date of this Master Agreement/Terms and Conditions, this Master Agreement and all of the applicable terms and conditions/special terms and conditions shall replace all prior agreements and terms and conditions entered into by the parties. In case of any discrepancies between these Terms and conditions and this Master Agreement or other terms, these Terms and Conditions shall prevail.

(II) When handling this trust service, the Trustee may establish the transaction amount limit and relevant operating rules for the subscription, redemption, conversion and other matters of each investment. Such limitation or operating rules or any amendments thereto shall be binding upon the Settlor immediately after the Trustee informs the Settlor or after announcement on the website or at the branches and business places of the Trustee.

### Section 2 Terms and Conditions for Non-discretionary Money Trust Investment in Domestic/Offshore Mutual Fund Special

#### I. Dollar cost averaging method for the trust funds and fee payment/collection of trust investment

(I) The Settlor agrees to deliver or pay the trust funds, trust handling fees or other fees via the automatic transfer and deduction method, and also authorizes the Trustee to deduct any amount from the NTD or foreign currency demand deposit account designated by the Settlor and agreed by the Trustee for handling on the investment date of each month (which shall be postponed to next business day automatically in case of any holidays). In case of any computer system failure or other *force majeure* events, such that the amount deduction operations cannot be performed on the designated date, the Settlor agrees to postpone the same to the business hours of the Trustee after the elimination of the above failure or event in order to perform the deduction.

(II) The Settlor shall deposit a sufficient amount for deduction and relevant fees in the designated deposit account during the business hours of the business day one day before the designated transaction date. If the failure of amount deduction reaches three times consecutively, the Trustee may terminate the dollar cost averaging type of deduction investment. In addition, if the deduction fails three times consecutively starting from the subscription date for the dollar cost averaging investment and there is no balance in trust investment amount, then the instructions of such subscription shall have no effect, and the Trustee shall not perform any further transactions.

(III) Where the deposit balance in the deduction account designated by the Settlor is insufficient to pay the amount for each designated trust investment, then it shall be handled according to the priority sequence of deduction operating process of the Trustee.

#### II. Collection of Trust Fee

(I) Details of the remuneration, fees or rates collected from the investment in domestic funds or offshore funds of the Trustee are as described in fund transaction-related documents.

(II) Institutions such as the Trustee, domestic/foreign issuing institutions, fund companies or securities firms may adjust the aforementioned fees or rates based on the cost considerations or other legitimate considerations.

(III) In addition to the aforementioned fees, the Trustee may also collect individual handling fees for the subscription of each individual investment product. The rules on the fee standards, type, and payment term shall be clearly specified in each individual prospectus, special terms and conditions, or agreements, and fees shall be collected according to each individual investment product, which shall also be treated as part of these Special Terms and Conditions.

#### III. Redemption and Conversion of Investment product

(I) The Settlor may, by filling out the application form or by other methods agreed to by both parties, apply for the redemption or conversion after the Trustee completes the beneficiary unit distribution for the Settlor's investment, and to instruct the Trustee to perform the sale of, or to apply for redemption with the domestic/foreign issuing institutions or fund companies f, all or part of the investment products in the trust property within a reasonable handling period.

(II) After the Trustee applies for redemption with the domestic/foreign issuing institution or fund company, once receiving the inward remittance amount and deducting trust management fee and other relevant fee, the Trustee shall return the remaining balance to the Settlor. Where the redemption is determined by the issuing institution or fund company to satisfy the criteria for short-swing trading or market timing trading specified by the issuing institution, then the issuing institution may collect redemption fee, and the rate standards shall be based on the notice of the issuing institution or fund company. After the Trustee receives the sale or redemption instructions described in the preceding Paragraph, where there are the assets or units derived from the original investment product or not yet sold completely, the Trustee is not required to further inform the Settlor but may apply for sale or redemption directly after receiving the notice from the domestic/foreign issuing institution or fund company. In addition, after receipt of the inward remittance amount, and once relevant fees are deducted, the remaining balance shall be transferred into the receiving account of the Settlor opened with the Trustee.

(III) Where the investment product is a mutual fund, the Settlor may apply for conversion of the mutual fund. The conversion of the mutual fund shall be agreed by the Trustee, and such conversion shall be limited to another mutual fund issued by the same fund management company (group) the conversion of which has been publicly accepted at the business places of the Trustee (provided, however, that no conversion may be made between a domestic fund and an offshore fund). Nevertheless, fund conversion shall be handled according to the operating rules stipulated by the fund company. For conversion of funds in different currencies, the exchange of currencies shall be based on the exchange rate specified in the operational rules of the fund management company.

(IV) When the Settlor applies for partial redemption or partial conversion on the investment product, the first-in-first-out method shall be adopted for the cumulative trust amount recorded to calculate the deduction amount according to the units redeemed or converted.

(V) After the application for partial redemption or conversion where the fund which includes dollar cost averaging trust is still held, the deduction will be continued. The fund becomes a single trust after such conversion. In addition, in the case of the application of full redemption and full conversion, where such fund includes dollar cost averaging trust, except where the Settlor applies for a termination of dollar cost averaging trust at the same time, the dollar cost averaging trust relationship of such fund shall continue to exist, and the deduction shall be continued according to the original agreement made by the Settlor.

(VI) Where the Trustee cannot transfer any amount into the aforementioned account, the Trustee shall keep such amount under its custody on behalf of the Settlor before the Settlor's collection, and no interest shall accrue during such custody period.

#### IV. Handling of Short-Swing Trading and Provision of Personal data

Except for the terms and conditions specified in the Chapter 1 of this Master Agreement, where the fund transaction performed by the Settlor meets the criteria for determining short-swing trading or market timing trading (or other similar names) specified in the fund prospectus, the Settlor understands and agrees that the Trustee shall provide relevant information (including but not limited to the personal identification number (or passport number or taxation number), name and relevant transaction information) of the Settlor to the securities investment trust enterprise, offshore fund institution or master agent. In addition, the Trustee may refuse or limit the new subscription or conversion transactions of the Settlor at the requests thereof. Where the redemption fee or relatively higher subscription handling fee, conversion fee or relevant short-swing trading fee are required to be collected for short-swing trading or time marking trading according to the fund prospectus, the rate standards shall be based on the ones specified in the fund prospectus.

### Section 2-1 Terms and Conditions for Non-discretionary Money Trust Investment in Domestic/Foreign Securities via Electronic Banking

The Settlor hereby agrees with the following relevant terms and conditions when instructing the Trustee via telephone or Internet with regard to the use of the non-discretionary trust investment in domestic/foreign securities and other matters and the use of the service method selected:

- I. The Settlor, when using the electronic banking function to provide instructions regarding the services of subscription, redemption, conversion, change or inquiry of the domestic/foreign securities, shall sign deposit-related service agreements with the Trustee, apply for the electronic banking service (provided that the Trustee reserves the right to agree and accept such application), and obtain the password designated by the Settlor and confirmed by the Trustee.
- II. Once the Trustee receives the instructions of the Settlor with the correct password, the Trustee has the right (but is not obliged) to perform further confirmation on the personal data of the Settlor before providing the service specified in these Terms and Conditions. If the Trustee suspects the authenticity or accuracy of the information provided by the Settlor according to its reasonable judgment, or when the Trustee considers that providing of such services is likely to constitute any violation of the relevant laws/regulations by the Trustee, the Trustee may refuse to provide such services.
- III. When the Settlor uses the electronic banking function to instruct various trust-related transactions, such transactions shall be the ones permitted by laws/regulations and selected by the Trustee, which shall also be performed within the period for acceptance specified by the Trustee. In case of any *force majeure* or matters not attributable to the Trustee, such as power outage, network disconnection, interference in the Internet transmission, telecommunication jamming, or destruction by a third party, such that the transaction or other instructions are delayed or cannot be completed, the Settlor agrees to postpone to the time of acceptance after the resolution of the obstacles or authorizes the Trustee to handle the matter with full authority, provided that the Trustee shall not bear any liabilities for such handling.
- IV. Where the Settlor wishes to change the password, he/she/it shall do so according to the methods designed by the Trustee, including telephone, Internet or in writing, and shall be confirmed and agreed by the Trustee for acceptance, following which the change of password shall become effective.
- V. Any matters not specified in these Terms and Conditions shall be handled according to Section 1 and Section 2 of this Chapter, Chapter 4 (Terms and Conditions for Electronic Banking Service) and Chapter 5 (Terms and Conditions for Internet Banking/Mobile Banking Service Special) and requirements specified in other chapters and sections of this Master Agreement, as well as other relevant terms and laws/regulations.
- VI. Where the service method originally selected by the Settlor needs to be changed due to the system of the Trustee or laws/regulations, the Trustee may inform the Settlor to deal with further relevant matters, and during the activation of the new service method, the conditions specified in all relevant terms and conditions described in the preceding Paragraph shall be applicable. The same requirements shall apply to the Settlor's application for change of service method and content.

### Section 3 Special Terms and Conditions for Non-discretionary Money Trust Investment in Offshore Structured Products

"Offshore structured products" refer to compound products using fixed income products combined and linked with the financial derivatives whose underlying includes equity, interest rate, exchange rate, index, commodity, credit event or other benefits issued outside of the territory of the R.O.C. in the form of bonds (hereinafter referred to as the "offshore structured products"). These Special Terms and Conditions shall be the master agreement for performing the offshore structure product transactions by using the non-discretionary money trust, and the actual content of each investment shall be based on the product documents for each individual offshore structured product, which shall constitute part of the investment trust contract between the Settlor and the Trustee.

#### I. Definitions

- (I) "Subscription period" refers to the period when the Trustee accepts the Settlor's instruction to subscribe for a specific offshore structured product, which is indicated in the product prospectus and/or subscription form of such specific investment product.
- (II) "Transaction confirmation" refers to, in respect of each offshore structured product, the confirmation document used to confirm a transaction conducted and the relevant product terms after such transaction is completed, wherein said transaction, the Trustee completes the transaction or the settlement (excluding the dividends or bonus distribution) for the subscription, redemption of the Settlor or early redemption of the issuing institution.
- (III) "Offshore structured product documents" refer to, in respect of each offshore structured product, such documents as include these non-discretionary money trust investment service terms and conditions, special terms and conditions for these non-discretionary money trust fund investments in offshore structured product, offshore structured product subscription form, offshore structured product prospectus and offshore structured product transaction confirmation.
- (IV) "Offshore structured product subscription form" refers to, in respect of each offshore structured product, the application form appropriately completed and submitted by the Settlor who provides instructions to invest in the offshore structure product.
- (V) "Offshore structured product prospectus" refers to, in respect of each offshore structured product, the explanatory document describing the investment reference requirements and criteria of such offshore structured product.
- (VI) "Starting date" refers to, in respect of each offshore structured product, the date when the Trustee actually deducts the subscription amount from the account designed by the Settlor according to the transaction criteria specified in the offshore structured product documents.

#### II. Transaction confirmation

In the case of offshore structured product contracts regarding new trust investments entered into after August 23, 2009, once the Trustee completes the transaction or completes the settlement (excluding the dividends and bonus distribution) for the subscription, redemption of the Settlor or early redemption of the issuing institution, the Trustee then prepares and mails the transaction confirmation in writing or in electronic file to the Settlor within three business days after the date when the issuer or the master agent submits the confirmation information.

#### III. Management and Use of Trust Property

- (I) The Trustee provides no guarantee that any offshore structured product purchased by the Settlor will reach the minimum establishment amount during the subscription period or be issued on the issuance date. The Settlor agrees that in case where the offshore structured product designated for subscription fails to reach the minimum establishment amount specified by the issuing institution or master agent or the Trustee or cannot be issued due to other factors, then the Settlor agrees that such subscription instructions shall become invalid automatically, and the Trustee shall inform the Settlor orally or in writing. The Trustee shall bear no liabilities for the above other than returning the trust principal and the subscription handling fee to the Settlor.
- (II) In case where during the subscription period, the credit rating on the issuing institution or guarantee institution of the offshore structured product or that on the bond issued is downgraded, or where the securities issuance criteria are inferior to the criteria indicated in the product prospectus, or due to a change of laws/regulations such that the investment in such notes cannot be accepted, then unless otherwise specified by laws/regulations or in the contract, the Trustee may cancel the original subscription transaction directly before the starting date.

#### IV. Collection of Trust Fund and Fees

**The Settlor authorizes the Trustee to (1) block the amount equivalent to the trust fund, trust handling fee or other fees in the designated account of the Settlor during the period from the time when the Settlor completes the offshore structured product application form to the starting date (exclusive) of the investment product; and (2) deduct the aforementioned amount from the designated account of the Settlor on the starting date of the investment product, in order to invest in the offshore structured product. The Settlor shall deposit sufficient deduction amount and relevant fees into the designated deposit account. Where the deposit of the designated account is subject to seizure or insufficient deposit balance or otherwise, such that the Trustee cannot perform the deduction and investment in the offshore structured product subscription or the deposit balance is less than the aforementioned amount, then the subscription instructions of the Settlor is invalid, and the Trustee may not perform any transaction and is not obliged to inform the Settlor of the same.**

#### V. Collection of Trust Fee

**The Settlor shall pay the subscription handling fee, trust management fee, early termination fee, and channel service fee according to the rules of the Trustee for all trust transactions. The standard, type, amount or calculation method of such fees as well as the payment time and method shall comply with the rules of the Trustee and are indicated in each offshore structured product documents or special terms and conditions. The terms therein shall also be treated as part of these Special Terms and Conditions.**

#### VI. Interest, income upon maturity (including securities from physical settlement), early redemption or payment of redemption or termination amount

The benefits generated from the investment in the offshore structured product, such as interest, income upon maturity (including securities from physical settlement), early redemption or redemption or early termination amount or securities receivable by the Settlor, shall be calculated according to the payment terms specified in each offshore structured product document. Unless otherwise provided in these Special Terms and Conditions, the Trustee shall deduct relevant taxes and handling fees from the aforementioned amount received from the issuing institution of such offshore structured product, and distribute the amount or securities into the account opened by the Settlor

with the Trustee within seven business days. However, the obligation of the Trustee for such payment shall be based on the precondition that the Trustee has actually received such amount and securities. Where the Trustee fails to actually receive such amount and securities, the Trustee is not obliged to make such payment to the Settlor.

Where the Trustee cannot perform the transfer the amount into the aforementioned account, the Trustee shall keep such amount under custody on behalf of the Settlor before the Settlor's collection, and no interest shall accrue during such custody period.

## Section 4 Special Terms and Conditions for Non-discretionary Money Trust Investment in Foreign Bonds

"Foreign bonds" refer to bonds issued outside the territory of R.O.C. These Special Terms and Conditions shall be the master agreement for performing foreign bond transactions in the form of the non-discretionary money trust, and the actual content of each investment shall be based on the product documents of each individual foreign bond, and such product documents shall constitute part of the investment trust contract between the Settlor and the Trustee.

### I. Definitions

- (I) "Transaction confirmation" refers to, in respect of each foreign bond, the confirmation document used to confirm a transaction conducted and the relevant product terms after such transaction is completed, wherein said transaction, the Trustee completes the transaction or the settlement (excluding bonus distribution) for the subscription of the Settlor or maturity, the early redemption of the Settlor, payment of coupon or early redemption of the issuing institution.
- (II) "Foreign bond product documents" refer to, in respect of each foreign bond, such documents as include these non-discretionary money trust investment service terms and conditions, these non-discretionary money trust fund investments in foreign bond special terms and conditions, subscription form, product prospectus and transaction confirmation.
- (III) "Subscription form" refers to, in respect of for each foreign bond, the application form appropriately completed and submitted by the Settlor providing instructions on the investment in the foreign bond.
- (IV) "Product prospectus" refers to, in respect of each foreign bond, the explanatory document describing the investment reference requirements and criteria of such foreign bond.
- (V) "Transaction date" refers to, in respect of each foreign bond, the date when the Trustee accepts the Settlor's instructions to place an order with the bond counterparty.

### II. Transaction confirmation

After the Trustee completes the transaction or the settlement (excluding bonus distribution) for the subscription of the Settlor, early redemption of the Settlor, payment of coupon or for the maturity or early redemption of the issuing institution, the Trustee then prepares and mails the transaction confirmation in writing or in electronic file to the Settlor or submit to the Settlor by other method agreed upon when the Trustee receives confirmation information from the issuing institutions (including but not limited to brokers, underwriters or agents) or other bond counterparties.

### III. Management and Use of Trust Property

- (I) The Trustee provides no guarantee on the successful subscription of any foreign bond designated by the Settlor. The Settlor agrees that in case where the foreign bond designated cannot be subscribed for, such subscription instruction shall become invalid automatically, and that the Trustee shall inform the Settlor orally or in writing. The Trustee shall bear no liabilities for the above other than returning the trust principal and the subscription handling fee to the Settlor.
- (II) During the trust investment period of any investment product, in case where the credit rating on the foreign bond issuing institution/guarantee institution or that on the bond is downgraded such that investment in such bond cannot be accepted according to the laws/regulations, then the Settlor agrees that such subscription instruction shall become invalid automatically, and that the Trustee shall inform the Settlor orally or in writing. The Trustee shall bear no liabilities for the above other than returning the trust principal and the subscription handling fee to the Settlor.
- (III) After the Settlor subscribes for the foreign bond with the non-discretionary money trust method, in case where the Trustee is aware of that the credit rating on the issuer of such foreign bond or credit rating on the guarantor or the issue credit rating on such bond is downgraded such that it fails to meet the rating requirement specified in the laws/regulations, or where the issuing institution of such bond cannot perform the obligation according to the issue criteria for the investment product, then the Trustee may use an appropriate method to inform the Settlor about the aforementioned information (including but not limited to the writing method or announcement on the website of the Trustee). The Settlor agrees and understands that despite the fact that the Trustee informs the Settlor about the aforementioned information or other information about the change to the bond transaction, it shall not be deemed that the Trustee shall have the obligation to monitor and provide the information on the change in the transaction in the investment product to the Settlor. In addition, the Trustee also has no right to make any decision or take any action for the Settlor, and the Settlor shall make careful determination on his/her/its own on whether or not to provide further transaction instructions to the Trustee.

### IV. Collection of Trust Fee

**The Settlor shall pay the subscription handling fee, trust management fee, and channel service fee, coupon payment fee and early redemption fee according to the rules of the Trustee for all trust transactions. The standard, type, amount or calculation method of such fees, as well as the payment time and method shall comply with the rules of the Trustee and are indicated in each foreign bond product documents or special terms and conditions. The terms therein shall also be treated as part of these Special Terms and Conditions.**

### V. Interest, income upon maturity, early redemption or payment of redemption or termination amount

The benefits generated from the investment of the foreign bond, such as interest, income upon maturity, early redemption or early termination amount receivable by the Settlor, shall be calculated according to the payment terms specified in each foreign bond product document. Unless otherwise provided in these Special Terms and Conditions, the Trustee shall deduct relevant taxes and handling fees from the aforementioned amount received from the issuing institution of such foreign bond or transaction counterparty, and distribute the same into the account opened by the Settlor with the Trustee within seven business days. However, the obligation of the Trustee for such payment shall be based on the precondition that the Trustee has actually received such amount. Where the Trustee fails to actually receive such amount, the Trustee is not obliged to make payment to the Settlor.

Where the Trustee cannot perform the transfer the amount into the aforementioned account, the Trustee shall keep such amount under custody on behalf of the Settlor before the Settlor's collection, and no interest shall accrue during such custody period.

### VI. Redemption of investment product

- (I) The relevant rules and requirement limitations for the Settlor's early redemption of the foreign bond, shall be based on the content specified in each foreign bond product document.
- (II) **Due to the possibility of insufficient liquidity in the secondary market, the redemption instructions made by the Settlor according to the terms of the preceding Paragraph may not be achieved, and the Trustee provides no guarantee on a successful transaction. Furthermore, once the market liquidity is lost completely, the Settlor shall hold the bond until its maturity. Early redemption price shall be based on the actual transaction price in the market, and any loss of the investment**

**principal may occur. The Trustee provides no guarantee on the investment profit or loss in the foreign bond investment.**

- (III) Where, according to each individual foreign bond issuance regulations or product document terms, the issuing institution has the right to perform early redemption, once it is executed, the Settlor shall accept it without objections. In case of any loss, the Settlor shall be solely liable for such loss.
- (IV) In case where the Settlor may not invest in or hold a specific foreign bond according to the laws/regulations which he/she/it shall comply with or which are applicable to him/her/it, or where the Trustee is prohibited from performing non-discretionary money trust service for a specific foreign bond according to the laws/regulations of the competent authority or the laws/regulations of the competent authority of the parent company, then the Trustee has the right to refuse any transaction instructions made by the Settlor on the investment in such foreign bond, and the Trustee may also inform the Settlor to terminate relevant contracts of the foreign bond of non-discretionary money trust investment and/or to compulsorily redeem the transaction product held by the Settlor, and the Settlor agrees to do so unconditionally.
- (V) When the Settlor applies for partial redemption of the foreign bond, the first-in-first-out method shall be adopted to calculate the amount to be deducted from the cumulative investment amount recorded based on the units redeemed.

#### VII. Others Miscellaneous

- (I) The Trustee cannot accept trust from Japan citizen, Japan residents and Japan tax residents for subscription of Japan foreign bonds and the foreign bonds which source of income is Japan. Where the Settlor fails to perform the aforementioned obligation of notice, the Trustee may inform the Settlor to terminate these Terms and Conditions, and may compulsorily redeem all or part of the investment products held by the Settlor. The Settlor agrees to compensate any related taxes, loss, and expense.

### **Section 5 Special Terms and Conditions for Non-Discretionary Money Trust Investment in Foreign Stocks/ Foreign Exchange Trade Funds (ETFs)**

“Foreign stocks” refer to stocks issued outside the territory of the R.O.C. Exchange Traded Funds (ETFs) refers to funds which are traded on a stock exchange and which allows investors to participate in the index performance (hereinafter referred to as “ETFs”). The investment goal of ETFs is to securitize the index and gain the profits mostly by tracing the performance of the underlying index by passive management of the fund. Accordingly, the fund manager uses various financial instruments to achieve such goal, including stocks, bonds, physical commodities, swaps, futures, options and other financial derivatives. Under these Special Terms and Conditions, the Settlor performs the foreign stock/ETF trading agreements at the trust account opened with the Trustee via the non-discretionary money trust method and the actual content of each investment shall be based on the individual foreign stock/ETF product trading documents, and such trading documents shall constitute part of the trust contract between the Settlor and the Trustee. Relevant application forms of the foreign stock/ETF trading, risk disclosure and notice to Settlor, and statements and certificates shall also constitute part of these Special Terms and Conditions.

#### I. Definitions

- (I) “Non-discretionary Money Trust Investment of Foreign Stock and Foreign ETF Subscription/Redemption/Cancellation Application Form” is an application form signed by the Settlor for instructions on the purchase/sale/cancellation of foreign stock/ETF investment transactions.
- (II) “Order type” refers to the type of the Settlor’s trading instructions for current-day order or multi-day order. Current-day order is only valid during the order day; that is, the Trustee may perform the trading instructions on such day only. If transaction cannot be made successfully on the order day, then the trading instruction will be terminated. Multi-day order refers to those trading instructions that are valid within a certain period (from the order day to the specified deadline).
- (III) “Order price type” refers to the type of the Settlor’s instructions to execute the subscription/redemption transaction instructions based on the market price or limit price method, or the redemption transaction instruction based on the stop limit price.
- (IV) “Limit price” refers to the instructed subscription/redemption price when the Settlor instructs to subscribe for/redeem foreign stocks/ETFs. Limit price trading instructions use the price equivalent or superior to the instructed price in order to reach a deal in the trading of the foreign stock/ETF. Multi-day order shall be performed with the limit price method only. The limit price instructed by the Settlor shall comply with the regulations of the exchange on which such foreign stock/ETF is traded. In case of any failure to comply with the rules of the exchange, the transaction instruction may result in a failure.
- (V) “Market price” refers to the real-time price of the foreign stock/ETF at which the Settlor instructs to subscribe for/redeem foreign stocks/ETFs without being instructed in advance.
- (VI) “Stop limit price” refers to an instruction to redeem foreign stocks/ETFs by simultaneously indicating a limit price to sell, as well as a trigger price (known as the “stop price”), where the limit price must be less than the stop price. If the symbol’s price is less than or equal to the stop price on a trading day (i.e. “trigger condition” is met), the sell limit order instruction becomes effective, and is sent to the stock exchange for matching. For a stop limit order with multi-day duration, if the trigger condition is met, the corresponding sell limit order that has not been fully filled remains valid through the remaining trading days of its multi-day duration. The sell limit order’s validity ends when the sell limit order is fully filled, or if an instruction to cancel the order is received, or upon expiry at the end of its final trading day.
- (VII) “Order day” refers to the day in Taiwan local time when the Settlor instructs the Trustee to perform subscription/redemption of foreign stocks/ETFs, which day shall be a business day for publicly disclosed trading by the exchange on which such foreign stock/ETF is invested in by the Settlor.
- (VIII) “Order transaction time” refers to the service hours agreed to by the Trustee to provide the service of investment in a foreign stock/ETF to the Settlor. The business day of such service hours shall also be a business day which is publicly announced for trading by the exchange on which such foreign stock/ETF is invested in by the Settlor.

#### II. Management and Use of Trust Property

**The Trustee, when handling such non-discretionary money trust investment in foreign stocks/ETFs, may specify the requirements for the minimum transaction amount and relevant operating rules for each subscription and redemption transaction. Once such requirements and relevant rules are informed by the Trustee or announced on the website or at the business place of the Trustee, they shall be binding upon the Settlor.**

#### III. Collection of Trust Fee

**The Settlor shall pay the subscription handling fee, redemption handling fee and trust management fee according to the rules of the Trustee for all trust transactions. The standard, type, amount or calculation method of such fees and the payment time and method shall comply with the rules of the Trustee and are indicated in each foreign stock/ETF product document or special terms and conditions. The terms therein shall also be treated as part of these Special Terms and Conditions.**

#### IV. Payment of Trust Fund and Fees

**The Settlor authorizes the Trustee to earmark an amount equivalent to the trust fund, trust handling fee or other fees from the account designed by the Settlor on the day when the Settlor completes all subscription documents for each investment product or when the Trustee receives clear transaction instructions from the Settlor via other transaction channels provided by the bank and deduct the aforementioned amount on the settlement day as agreed the Trustee and the counterparty or in accordance with market practice. In case where the deposit in the designated account is subject to seizure or insufficient deposit balance or otherwise such that the Trustee cannot perform earmark or the deduction to perform the foreign stock/ETF subscriptions, then the subscription instructions made by the Settlor shall have no effect, neither shall the Trustee perform any transactions. In addition, the Trustee is not obliged to inform the Settlor of such matter.**

#### V. Order Price Type and Successful Transaction

(I) When the Settlor uses the limit price to instruct the subscription of foreign stocks/ETFs, during the actual transaction time of the Exchange, if the market price is once lower than or equivalent to the limit price, and the sell order on the market is sufficient to satisfy the total quantity of the subscription order, then the subscription order instruction is a successful transaction. On the other hand, during the actual transaction time of the exchange, if the market price is higher than the limit price, and at the same time, the sell orders on the market is not sufficient to satisfy the total quantity of the subscription orders, then the subscription order instruction is not a successful transaction or is only partially transacted. When the price instructed in the subscription order is the market price, the Settlor agrees and understands that the Settlor cannot designate the subscription price, and the securities firm entrusted by the Trustee will perform the transaction with the market price order on the relevant transaction execution date. Consequently, the successful transaction subscription price of the Settlor may be the highest market successful transaction price on that day, and may exceed the expectation of the Settlor.

(II) When the Settlor uses the limit price to instruct the redemption of foreign stocks/ETFs, during the actual transaction time of the Exchange, if the market price is once higher than or equivalent to the limit price, and at the same time, the buy order on the market is sufficient to satisfy the total quantity of the redemption order, then the redemption order instruction is a successful transaction. On the other hand, during the actual transaction time of the exchange, if the market price is lower than the limit price, and at the same time, the buy orders on the market is not sufficient to satisfy the total quantity of the redemption orders, then the redemption order instruction is not a successful transaction or is only partially transacted. When the price instructed in the redemption order is the market price, then the market price within the actual transaction time is the price for the successful transaction. The Settlor agrees and understands that the Settlor cannot designate the redemption price, and the securities firm entrusted by the Trustee will perform the transaction with the market price order on the relevant transaction execution date. Consequently, the successful transaction redemption price of the Settlor may be the highest or lowest market successful transaction price on that day.

#### **VI. Payment of Redemption Amount or Distribution of Interest**

(I) The amount generated from the Settlor's investment in foreign stocks/ETFs, such as the redemption amount or interest shall be calculated according to the payment terms informed by the custodian institution or described in relevant documents. Unless otherwise specified in these Special Terms and Conditions, the Trustee shall deduct relevant taxes, trust management fees and relevant handling fees from the amount received after the aforementioned amount is remitted from the counterparty, and then distribute it into the account opened by the Settlor with the bank (i.e., Trustee). However, the obligation of the Trustee for such payment shall be based on the precondition where the Trustee has actually received such amount; that is, when the Trustee fails to actually receive such amount, the Trustee is not obliged to make such payment to the Settlor. If the custodian notifies the Bank of the payment of tax or expenses which shall be borne by the Settlor after the redemption amount or the distribution of interest has been credited to his/her/its account, the Settlor agrees that the Trustee may deduct such payment directly from his/her/its account. (II) Investments in foreign stocks/ETF do not guarantee any regular interests/dividends; other than very few shares with special issuance conditions, the interests/dividends are floating and may be exempted from distribution. The undistributed interests/dividends of the period will not be accumulated to the next period. (III) The return of the trust principal and profits shall be denominated in the same currency as the trust funds provided or shall be denominated in the currency designated by the Trustee. If the currency of the amount received by the Trustee from the custodian institution is different from the currency of the trust funds provided by the Settlor, the Trustee will convert the proceeds received from the custodian institution into the currency of the trust funds according to the exchange rate on the date that the Trustee receives the proceeds from the custodian institution and then distribute it into the account opened by the Settlor with the Bank (i.e., Trustee, unless otherwise provided by laws/regulations.

#### **VII. Transaction of the Redemption Amount or Subscribed Foreign Stocks/ETF Before Settlement**

(I) With the consent of Trustee, after the confirmation of the foreign stocks/ETF subscription, Settlor may entrust Trustee to redeem the foreign stocks/ETFs to be settled in accordance with the subscription. If for any reason, the subscribed foreign stocks/ETF can't be settled on the second business days following the subscription date, resulting in a settlement risk for the aforementioned redemption transaction, Settlor agrees to bear such risk and, upon requesting by the Trustee, agrees to deliver to Trustee the foreign stocks/ETFs to be settled in accordance with the redemption or repay Trustee the fund equivalent to the amount required for the Trustee to subscribe the same amount the foreign stocks/ETFs for completion of the aforementioned redemption (i.e., Settlor agrees that Trustee may subscribe the foreign stocks/ETFs from the stock market at the market price to complete the settlement for the aforementioned redemption transaction. Settlor has no objection to the subscription price) and indemnify the Trustee against any damage incurred as a result of any delay or default in the settlement of the redemption. (II) With the consent of Trustee, after the confirmation of the foreign stocks/ETF redemption, Settlor may entrust Trustee to subscribe the foreign stocks/ETFs with the payment (net of relevant tax and expense) to be settled in accordance with the redemption. If for any reason the redemption can't be settled on the second business day following the redemption date, resulting in a settlement risk, Settlor agrees to bear such risk and agrees to, upon requesting by the Trustee, repay Trustee the fund equivalent to the amount to be settled in accordance with the redemption and indemnify the Trustee against any damage incurred as a result of any delay or default in the settlement of the subscription.

#### **VIII. Others Miscellaneous**

(I) The Settlor authorizes the Trustee to perform the following activities arising from the Settlor's investment in foreign stocks/ETFs at its own discretion, including but not limited to the distribution of cash dividends and stock dividends, issuance of new shares, warrants, reissuance of new shares, stock split, distributable remaining properties during the dissolution or declaration of bankruptcy in respect of a company and other relevant rights and interests in securities. The Trustee is not obliged to provide notice, and unless otherwise specified by laws/regulations, the Trustee is also not obliged to exercise the right of subscription of shares. The Settlor shall raise no objections on the disposal made by the Trustee. The Trustee shall deduct relevant transaction fees and taxes from any amount gained from such disposal and deposit the remaining amount into the foreign deposit account of the Settlor. If the custodian notifies Trustee of the payment of tax or expenses after the distribution of such income, the Settlor agrees that the Trustee may deduct such payment directly from his/her/its account. The Settlor also authorizes the Trustee to fulfill the obligations for relevant disclosure and performance according to domestic and foreign securities-related laws/regulations.

(II) When the Settlor who invests in the foreign stock/ETF may choose to receive cash or stock distribution or other kind of profit distribution, the Settlor authorizes the Trustee to handle such matters according to the following method. If the investor chooses to receive cash distribution, then the cash distribution shall be performed in a prioritized way. If the option of cash distribution is unavailable, then the Settlor may authorize the Trustee to choose the distribution method according to its reasonable judgment.

(III) The Trustee is not obliged to inform the Settlor of the power of attorney in respect of the shares or the exercise of the voting rights, and the Trustee has no obligation to inform the Settlor about any documents relating to such matters. Unless otherwise prescribed by laws/regulations, the Trustee is not obliged to exercise the voting right for the foreign stocks/ETF invested in by the Settlor.

(IV) Regarding the distribution of stocks/ETF dividends, the Settlor agrees that after the Trustee actually receives the stocks/ETF dividends, the following day of the common business day for the Trustee and the exchange of such product shall be the transaction date on which such stocks/ETFs are sold in the public market and converted into cash. The redemption order shall be market price order or limit price order with the close price of last transaction date as price setting. After deducting any taxes payable according to the tax laws of each country and relevant fees, the remaining balance shall be completely deposited into the foreign deposit account of the Settlor. Where a successful transaction cannot be made for the stock/ETF dividend due to any reasons, the Trustee has the right to continue to sell the same in the public market and to convert into cash on the subsequent transaction date, followed by performing the distribution and account entry according to the aforementioned procedures. The Settlor understands and agrees that to cope with different market conditions, the Trustee reserves the right to handle such matter in other manners.

(V) Where the Settlor may not invest in or hold a specific foreign stocks/ETF according to the laws/regulations he/she/it shall comply with or those applicable to him/her/it, or where the Trustee is prohibited from or unable to performing non-discretionary money trust service for a specific foreign stocks/ETF according to the laws/regulations of the competent authority or the laws/regulations of the competent authority of the parent company, or the laws/regulations and/or operation rules notified by custodian, then the Trustee has the right to refuse any transaction instructions made by the Settlor on the investment in such foreign stock/ETF, and the Trustee may also inform the Settlor to terminate relevant contracts of the foreign stocks/ETF of non-discretionary money trust investment and/or compulsorily redeem the investment products held by the Settlor, and the Settlor agrees to handle such matter as informed unconditionally. The Settlor is solely responsible for all losses resulted from the compulsory redemption of the investment. If the custodian notifies that the foreign stocks/ETF invested by the Settlor are cancelled or delisted from an exchange, the Trustee may remove such foreign stocks/ETF from the Settlor's account and all the losses incurred are solely borne by the Settlor.



(VI) Where the foreign stock/ETF traded by the Trustee under trust is an investment product publicly traded on the exchange and the public information of individual securities may be obtained from the public information website, then the Settlor shall obtain relevant information on the foreign stock/ETF to be invested in or having been invested in and its issuing institution on his/her/its own.

(VII) According to the market practice and relevant laws/regulations for handling securities, the fees for the Settlor's purchase or sale of foreign stocks/ETFs, fees collected by relevant institutions during the exercise of shareholders' rights, official fees and taxes payable shall be borne by the Settlor. The Settlor authorizes the Trustee to collect such fees from the account of the Settlor opened with the Trustee during the Settlor's purchase of foreign stocks/ETFs, and also authorize the Trustee to collect such fees from the amount to be received that is generated from the Settlor's sale of foreign stocks/ETFs.

(VIII) Where the Trustee is authorized to trade in foreign stocks/ETFs, after inputting the transaction instructions into the system according to general operating process, in case of any loss due to the handling of settlement, exchange rate, interest rate fluctuation, or other market environment factors, or in case of any loss due to any action or inaction (including but not limited to the computer system failure or disconnection) of the issuing institution, the exchange or relevant institutions such as domestic/foreign custodian institutions, securities firms, certification institutions, the Trustee may not be held liable for such loss in any way.

(IX) Where an investment or trading instructed by the Settlor cannot be executed immediately due to the close of the foreign stock/ETF exchange, or the order to suspend all transactions, or due to the holidays at the location of each institution described in the preceding Paragraph or subject to order for suspension of business or the trading shall be suspended by the Trustee due to the issuer's corporate action (including but not limited to split/reversal split) for the required accounting/share number/profit and loss checking and distribution, the Settlor shall not claim any rights against or require indemnification from the Trustee, neither shall the Trustee be jointly liable for such matters.

(X) When the Settlor applies for partial redemption of the foreign stock/ETF, the first-in-first-out method shall be adopted to calculate the amount to be deducted from the cumulative investment amount recorded based on the units of shares redeemed.

(XI) After the Settlor applies for the foreign stock/ETF transaction instruction, the instruction may be suspended or terminated before the expiry date due to corporate action events including but not limited to split/reverse split, ticker change, ISIN code change, primary exchange change, and new shares replacements etc. The Settlor agrees that the Trustee will process in accordance with the rules of exchanges, issuers or entrusted securities firms. The Settlor also agrees that the Trustee may cancel the Good-Til-Date orders in advance after informing the Settlor to facilitate the execution of corporate action events.

(XII) Where subscription or redemption of any foreign stocks/ETF entrusted by the Settlor is confirmed by Trustee but the payment or the foreign stocks/ETF to be settled are not yet received by Trustee from the counterparty and the Trustee has distributed the redemption payment or the units demonstrating the trust beneficial rights of the subscribed stocks/ETF to the Settlor's account with the Bank (Trustee), the Settlor agrees to, upon requesting by the Trustee, return the distributed payment or units to Trustee, or compensate the damage incurred by the Trustee in case where the Trustee is unable to receive such payment or foreign stocks/ETF for any reason on the second business day following the subscription or redemption transaction date.

(XIII) The Trustee cannot accept trust from a Hong Kong Securities and Futures Commission ("SFC") licensed institution for subscription of foreign stocks/ETF listed on HK exchange, and cannot accept subscription for offshore structured notes which are linked to aforementioned investment products. In case the settlor became SFC licensed institution after subscription, the Trustee will not accept the redeem application. In addition, if the settlor becomes SFC licensed institution, he/she/it shall not subscribe abovementioned products through Trustee and shall inform the Trustee within 30 days. Where the Settlor fails to perform the aforementioned obligation of notice, the Settlor agrees to compensate any expense, loss, fine or other similar amounts possibly suffered / paid by the Trustee or Trustee's Affiliates due to the compliance with the relevant laws/rules. The Trustee may inform the Settlor to terminate these Terms and Conditions, and may compulsorily redeem all or part of the investment products held by the Settlor.

(XIV) The Trustee cannot accept trust from Japan citizen, Japan residents and Japan tax residents for subscription of Japan foreign stocks/ETF and the foreign stocks/ETF which source of income is Japan. Where the Settlor fails to perform the aforementioned obligation of notice, the Trustee may inform the Settlor to terminate these Terms and Conditions, and may compulsorily redeem all or part of the investment products held by the Settlor. The Settlor agrees to compensate any related taxes, loss, and expense.

## Chapter 10 Terms and Conditions for Structured Investment Products, Financial Derivatives, Dual Currency Investment/Gold Linked Dual Currency Investment and Dual Currency Investment/Gold Linked Dual Currency Investment For Professional Customers Only

The Customer (or hereinafter referred to as the "Undersigned"), when purchasing the Structured Investment Products, Financial Derivatives, Dual Currency Investment/Gold Linked Dual Currency Investment and Dual Currency Investment/Gold Linked Dual Currency Investment For Professional Customers Only (for professional investors only) at the Bank, shall read the terms and conditions specified in this chapter carefully. Unless individual transactions specify further terms and conditions, the terms and conditions of this Chapter shall be applicable. For any matters not specified in this Chapter, other terms and conditions of this Master Agreement shall be applicable.

### Section I General Terms and Conditions

#### I. Interpretation and Definition

For these terms and conditions, the following terms shall be interpreted as follows:

- (1) "Account opening application" refers to the opening account application form in the format specified by the Bank for the purpose of applying for the opening of an investment account with the Bank.
- (2) "Affiliate" refers to the following entities affiliated with the Bank: (i) any entity that may be directly or indirectly controlled by the Bank, (ii) any entity directly or indirectly controlling the bank; or (iii) any entity under a common control with the Bank directly or indirectly. The "control" of an entity or individual refers to the ownership of more than 50% of the voting rights in such entity or individual.
- (3) "Bank" refers to the DBS Bank (Taiwan) Ltd. (including its successor or assignee).
- (4) "Customer" refers to, in respect of each investment product, who have completed the relevant procedures through the Bank to accept subscriptions for products, particularly those limited to investment by professional clients, must meet the qualifications of professional investors.
- (5) "Investment product" refers to, for the purpose of this Chapter, the structured investment product/financial derivative/dual currency investment/gold linked dual currency investment /dual currency investment for professional customers only/gold linked dual currency investment for professional customers only.

#### II. Calculation Agent

All decisions and calculations in respect of each investment product shall be handled by the calculation agent. Unless otherwise specified in the document of the investment product, the Bank shall act as the calculation agent. All decisions and calculations shall be performed by the calculation agent in good faith, and where there is no obvious error, such decisions and calculations shall be final and binding upon both parties. Except for acts performed in good faith, the calculation agent shall not be obligated to bear any obligations or responsibilities to any party, and shall not have any agency or trust obligations. Before the calculation agent makes any decisions and calculations, the calculation agent is not required to consult both parties.

#### III. Representations and Warranties

(I) The Customer hereby makes following representations and warranties to the Bank (and such representations and warranties shall be deemed to have been made upon the signing of this Master Agreement and completion of the investment account opening application, be repeated on the date when any one investment product is performed, and be valid during the period when the customer continues to hold the investment account or has a remaining balance of the investment product), and also agrees that the Bank reaches an agreement with the Customer with regard to investment product transactions based on the representations and warranties made by the Customer:

1. The Customer has the complete power, authority and legal rights to perform investment product transactions, to enter into investment product documents, and to perform obligations arising therefrom. The Customer has already adopted all necessary actions to cause the investment product documents and the investment products to be his/her/its obligations that are duly authorized by, legal for, effective to, binding upon and enforceable against him/her/it. The investment product documents and all of the consents, licenses and approvals of government agencies and other relevant units required for the purchase of the investment products have

been obtained and are of complete validity and effect. In addition, the supplementary provisions of such consents, licenses and approvals have been complied completely. Furthermore, the investment product documents and investment products are binding and enforceable pursuant to the provisions, and shall not violate any applicable laws, regulations, rules, judgments or orders of relevant government agencies, courts or self-regulatory institutions;

2. The Customer shall disclose and/or report the investment products according to the applicable laws or regulatory requirements;
3. The Customer is not under any pending or, to his/her/its knowledge, is not subject to any threatened litigations, lawsuits, or legal proceedings pending in the courts, tribunals, government agencies, institutions, officials or arbitrators that may affect the legitimacy, effectiveness or possibility of compulsory execution of the investment product documents or investment products against the Customer, or may cause doubt over or effect on the possibility of the customer's performance of obligation based on the investment product documents and the investment product;
4. The Customer his/her/its self is the party that enters into the investment product documents and performing the investment in relevant investment products, and shall have no intention to resell, sell or split all or part of such investment products, and shall not share any direct or indirect benefits in the investment products with others;
5. The Customer is in possession of the knowledge and experience in investment and derivatives (including but not limited to matters in relation to the purchase of emerging market financial products and other assets, and the investment in similar derivatives linked to the investment products), and the Customer has obtained necessary and appropriate independent advice to evaluate the advantages of and risks involved in the investment product. The Customer has carefully read relevant investment product documents and understood the terms and the primary risks specified therein, and is also aware that the investment product documents are not designed to disclose all risks associated with the investment product. The Customer has received all necessary or appropriate information related to the investment products to be invested in by the Customer. The Customer has carefully reviewed and evaluated his/her/its special financial needs and investment goals. The Customer confirms that the investment product is an appropriate investment for him/her/it, and has sought advice from an independent consultant according to his/her/its own judgment and where he/she/it considers necessary, and the Customer is able to take the economic and other risks involved in the investment product. The Customer shall not rely on any recommendations, explanations or advice (whether written or oral) provided by the Bank or its affiliates, employees and agents, and the Customer receives no confirmation or guarantee related to expected gains from the investment product from the Bank. The Customer understands and agrees that the Bank is neither a trustee nor an advisor for the investment product. The Customer understands that he/she/it shall bear all risks of the loss that may occur and shall not directly or indirectly claim indemnification for such loss, or demand that the Bank should prevent him/her/it from suffering such loss; and
6. The Customer understands and agrees that the Bank and its affiliates assume multiple roles at the same time in respect of the investment product, including acting as the calculation agent and executing hedging for the obligations arising from the investment product. Regardless of whether it is a proprietary account of the Bank or its affiliates or a customer account under its management, for the purpose of performing transactions for the Customer, the Bank and its affiliates may establish, adjust and cancel transactions relating to the securities, financial products or other profits linked to the investment product, or the Bank and its affiliates may possess profits, relationships or arrangements having a significant association with the investment product, or the Bank and its affiliates may take any position opposite to or different from the position of the investment product held by the Customer. To fulfill such obligations, there may be potential conflicts of interest between the economic benefits of the Bank and its affiliates and those of the Customer of the investment product. The Customer understands and agrees that the Bank and its affiliates, upon or after the execution of the investment product, may possess information related to the investment product that may be material to the investment product, which, however, may be or may not be publicly known or known by the Customer. In addition, the Bank and its affiliates have no obligation to disclose such information to the Customer (regardless of whether it is confidential information or not).

- (II) Upon receiving the request of the Bank, the Customer shall immediately fully indemnify the Bank for, and defend the Bank against, any losses, damage, costs, claims, expenses and liabilities (including but not limited to any negotiation loss, fund cost or any cost and loss due to any hedging or relevant transaction positions resulting from termination, liquidation, acquisition or re-establishment thereof) arising from the aforementioned representations and warranties being deceptive or becoming deceptive, regardless of whether it can be reasonably foreseeable to the Bank or whether it is caused by the Bank or can be withstood by the Bank. When the Bank determines the claim amount, it may convert such amount into a currency considered reasonable by the Bank according to the market exchange rate determined by the Bank. The compensation obligation of the Customer is an unconditional and independent obligation, such that it shall not be affected, damaged or restricted by the validity or enforceability of the investment product.

#### IV. Assignment

- (I) Except where it is for the interests of the Bank or where the prior written consent of the Bank has been obtained (provided, however, that the Bank has the independent and sole discretion over whether or not a consent shall be provided), the Customer shall not sell, transfer, pledge, guarantee, assign, re-mortgage, encumber or otherwise dispose of or trade in all or part of the investment product (or any benefit thereof), or authorize or allow the creation of rights of a third party over the investment product, or have the intention to do so.
- (II) The Bank may, at any time by notice to the customer, assign or transfer all or part of the benefits, rights and/or obligations arising from the investment product document to an individual considered appropriate by the Bank. Such assignee or transferee shall enjoy the same interests completely identical to the ones of the Bank for the rights and/or obligations under such assignment and/or transfer.

#### V. Illegal Acts and Force Majeure

- (I) In respect of each investment product, without prejudice to and in addition to any other early termination rights the Bank may enjoy under the investment product document, where the Bank in good faith complies with the current or future relevant laws, regulations, rules, judgments, orders or decrees of any government, administrative, legislative, judicial bodies or authority (regardless whether legally or factually), or their corresponding interpretations (regardless whether or not there is a legal effect), or in case of any *force majeure* or national actions (including but not limited to the implementation of government restrictions and emergency procedures, any suspension of transactions in the relevant markets), civil commotion, terrorist actions or threats, natural disaster, war, strikes, political riots or other events (including financial and economic events) that is out of the control of the Bank, such that the Bank considers that all or part of the absolute or contingent obligations under the investment product document or investment product, or such that the hedging capability for such obligations are hindered or delayed or have become illegal, impossible or difficult to be implemented, then the Bank shall have the right to terminate all or part of such investment product after giving a notice to the Customer of such matter.
- (II) Where the investment product is terminated due to any of the reasons above, the Bank shall determine the fair market price of such investment product on the termination date (if the termination date fails to be commercially reasonable, then other commercially reasonable dates shall be used instead). After deducting any costs, expenses, taxes, duties, expenses, fees, claims or losses (including any cost of funding, and any costs and losses due to termination, liquidation, acquisition or re-establishment of hedging or relevant transaction positions, or any costs or losses arising from the exchange of currencies) and debts (regardless whether it is reasonably foreseeable, or required to be borne by or caused by the termination of the structured investment products), the Bank shall pay the remaining balance to the Customer in the currency reasonably determined by it at such fair market price.

#### VI. Amendments

The Bank has the right to determine the addition to, deletion of or modification to any clauses of the investment product terms and conditions specified in this Chapter at any time. If such addition, deletion or modification would affect the responsibility and obligation of the Customer, unless such addition, deletion or modification is made according to the laws or regulatory requirements, the Bank shall inform the Customer in advance, and shall provide a review period of 7 days to the Customer starting from the date of notice. The aforementioned notice may be announced by the Bank at its business places or on its website or by other methods considered appropriate by the Bank. If the Customer continues to trade in the investment product after the expiration of the aforementioned review period, the Customer shall be deemed to accept such addition, deletion or modification, and relevant investment product documents and the amended provisions shall be applicable to any transactions made by the Customer.

#### VII. Effect

These terms and conditions shall be applicable to the individual investment products invested in by the customer, and it is not required to re-sign the documents when each investment is made.

## Section 2 Special Terms and Conditions for Financial Derivatives

### I. Interpretation and Definition

(I) For the purpose of these terms and conditions, the following terms shall be interpreted in the following way:

- (1) **“General terms and conditions”** refer to Section 1 of this Chapter and the current or future terms and conditions specified for the investment accounts informed by the Bank to the Customer (including all added, amended and supplementary provisions or terms).
- (2) **“Transaction confirmation”** refers to, with respect to each financial derivative, a confirmation document issued by the Bank and used to confirm that the Bank accepts the Customer's request for purchase of the financial derivative and confirms the clauses related to such product.
- (3) **“Financial derivative documents”** refer to, with respect to each financial derivative, documents that include the financial derivative special terms and conditions (which shall be reviewed together with the general terms and conditions (if any)), subscription form, product prospectus, risk disclosure statement, investment instructions and transaction confirmation.
- (4) **“Special terms and conditions for financial derivatives”** refer to these special terms and conditions, which shall be reviewed and interpreted together with the general terms and conditions (if any).

(II) Any terms used in these special terms and conditions but not yet defined in these special terms and conditions shall be defined according to the financial derivative documents or general terms and conditions.

(III) In case of any discrepancy in the clauses described in the financial derivative documents, the priority for the application of the documents shall follow the sequence below: (a) transaction confirmation, (b) financial derivative documents, (c) financial derivative special terms and conditions and (d) general terms and conditions. Any relevant matters not specified in these financial derivative special terms and conditions shall follow the requirements specified in the transaction confirmation, financial derivative documents, general terms and conditions of this Chapter, other requirements of this Master Agreement and other relevant laws or regulations of the R.O.C.

### II. Calculation of Financial Derivatives

In respect of each financial derivative, the calculation method for the profit/loss or payment derived from the financial derivative as well as relevant terms for such profit/loss or payment (if any) shall be handled according to the criteria specified in the financial derivative documents and/or the transaction confirmation.

### III. Representations, Warranties and Risk Disclosure

- (I) The Customer understands that, prior to making an investment decision, he/she/it shall perform an investigation and analysis on the financial derivative considered appropriate by the customer, and within the scope considered necessary by the customer, he/she/it shall seek independent opinions from relevant legal, financial, tax, accounting and other professionals, in order to allow the customer to obtain a thorough understanding of and confirmation on the legal, financial, tax and other risks associated with the product and the purchase, possession and sale of such product.
- (II) **The Customer understands the maximum possible loss for financial derivatives that are not traded for the purpose of hedging. If it is a structured transaction with the multiplier clause, when the market price is unfavorable to the Customer's transaction, the transaction loss may increase due to the multiplying effect.**
- (III) **The Customer understands that the mark-to-market profit/loss of the financial product varies due to the impact of the market price factors linked to the underlying. When the market price is unfavorable to the Customer's transaction, the mark-to-market transaction loss may be greater than the Customer's expectation.**
- (IV) **The Customer understands that in case of any early termination of a transaction before the maturity, if the market price is unfavorable to the Customer's transaction, the Customer may be subject to a significant transaction loss.**
- (V) **The Customer understands that a financial derivative with a relatively longer holding period may be accompanied with higher risks. If the market price is unfavorable to the Customer's transaction, the Customer may be subject to a relatively higher transaction loss due to early termination.**
- (VI) **The Customer understands that if he/she/it is obliged to provide collateral according to the calculation of the mark-to-market price, when the market price is unfavorable to the Customer's transaction such that a mark-to-market loss occurs, then the customer shall fulfill the obligation to provide collateral. When the collateral value required to be provided by the Customer is greater than the expectation, it may generate the liquidation risk in funding. If the Customer fails to fulfill the obligation to provide collateral such that the early termination of transaction made by the Customer occurs, the Customer may suffer a significant loss.**
- (VII) **The Customer understands that for financial derivatives conducted for the purpose of hedging, if the contract amount is greater than the actual required amount, the excessive position is subject to the risk of not being hedged by the actual position.**

## Section 3 Special Terms and Conditions for Structured Investment Product

### I. Interpretation and Definition

(I) For the purpose of these terms and conditions, the following terms shall be interpreted as follows:

- (1) **“General terms and conditions”** refer to Section 1 of this Chapter and the current or future terms and conditions specified for the investment account informed by the Bank to the Customer (including all added, amended and supplementary provisions or terms thereof).
- (2) **“Subscription amount”** refers to, with respect to each structured investment product, the amount the Customer planned to invest in such structured investment product or the subscription amount stated in the subscription form submitted by the customer or confirmed through phone or any other subscription method provided by the Bank.
- (3) **“Payment business day”** refers to, for the purpose of the Bank's payment (unless otherwise specified in the structured investment product prospectus and/or transaction confirmation), the day when the commercial bank operates to provide services (including foreign exchange transaction and foreign deposit) at the following locations: (i) Taipei; and (ii) main financial centers for payment in the currency used (except for payment in NTD); if the payment currency is EUR, then it refers to the operating days of the Trans-European-Automated Real-Time Gross Settlement Express Transfer System, or its alternatives.
- (4) **“Principle amount”** refers to, with respect to each structured investment product, all or part of the subscription amount deposited into by the Customer and accepted by the Bank for the purchase of the structured investment product.
- (5) **“Transaction confirmation”** refers to, with respect to each structured investment product, a confirmation document issued by the Bank and used to confirm that the Bank accepts the Customer's principal amount for purchasing the structured investment product and to confirm the clauses related to such product.
- (6) **“Structured Investment Product documents”** refer to, with respect to each structured investment product, documents that include the structured investment product special terms and conditions (which shall be reviewed together with the general terms and conditions (if any)), subscription form, product prospectus, risk disclosure statement, investment instructions and transaction confirmation.
- (7) **“Subscription form”** refers to, with respect to each structured investment product, the document containing information such as product number, starting date, maturity date, currency, minimum principal redemption at maturity, etc. Customers who subscribe to specific structured investment products at a branch should sign a subscription form to acknowledge agreement.
- (8) **“Product prospectus”** refers to, with respect to each structured investment product, the documents containing information such as the transaction conditions, redemption terms, investment income calculation methods, and scenario analysis of the structured investment product, along with any additional information attached to the product term sheet (if any).
- (9) **“Starting date”** refers to, with respect to each structured investment product, the date when the Bank accepts to use the principal amount of the Customer to perform the purchase of the structured investment product according to the transaction terms specified in the structured investment product documents.

(II) Any terms used in these special terms and conditions but not yet defined in these special terms and conditions shall be defined according to the structured investment product prospectus or general terms and conditions.

(III) In case of any discrepancy in the clauses described in the structured investment product documents, the priority for the application of the documents shall follow the sequence below: (a) transaction confirmation, (b) product prospectus, (c) subscription form, (d) these structured investment product special terms and conditions and (e) general terms and conditions. Any relevant matters not specified in these structured investment product special terms and conditions shall follow the requirements

specified in the general terms and conditions of this Chapter, other requirements of this Master Agreement and the relevant laws or regulations of the R.O.C.

## II. Purchase of Structured Investment Product

- (I) The Customer's submitting a subscription form or subscribe to specific structured products via phone or other methods provided by the Bank, it constitutes an offer from the customer to the Bank to engage in the structured investment process as outlined in the product term sheet. However, the Bank retains the discretion to decide whether to accept the customer subscription or accept only part of the subscription amount based on the relevant investment product document. Additionally, the Bank may sell at specific prices before the starting date. (including the same day).
- (II) The Customer must deposit the subscription amount into the customer's designated deposit account opened at the Bank when submitting the subscription form, making a subscriptions over the phone, or using other methods provided by the Bank. The Bank reserves the right to refuse subscriptions and terminate the relevant structured investment product in accordance with provision of the relevant documents. If the bank refuses to accept subscriptions or cancels the relevant investment product due to the insufficient funds in the customer's designated deposit account. The subscription application for the structured investment products will be deemed invalid. Additionally, if the balance in the customer's designated deposit account is less than the subscription amount at the time of subscription, the Bank may deem the customer as not undertaking the investment product.
- (III) Within a feasible period of time after the starting date, the Bank shall prepare and provide the transaction confirmation to the Customer as soon as possible according to the laws and the specified method in order to notify the principal amount and relevant transaction terms for the purchase of the structured investment product for the Customer. However, any failure to provide or delay in providing the transaction confirmation shall not affect the binding effect of the structured investment production on both parties.

## III. Profit or Payment for Structured Investment Product

With respect to each structured investment product, the investment income, investment income calculation method, and payment conditions (if any) that customers can obtain from structured investment products are subject to the conditions stated in the product term sheet.

## IV. Bank's Payment to Customer and Notice

- (I) Any amount payable by the Bank to the Customer shall be deposited into the account that the Customer informed the Bank at least two payment business days in advance. If the Bank fails to receive such notice of the account information, or the account notified by the customer has been closed or the transfer function is suspended. The Bank may, at its sole discretion (but has no such obligation), deposit funds into any deposit account opened by the customer at the Bank.
- (II) **If the Customer fails to designate the payment receiving account according to the preceding Paragraph such that the Bank delays the payment, the Bank shall not be obliged to pay any interest to the customer for such amount, and the Bank shall not be liable for any loss or damage suffered by the Customer due to the Bank's delay of payment.**
- (III) Within a feasible period of time after the maturity date, the Bank shall provide a notice indicating the profit or payment receivable by the Customer for the structured investment product to the Customer as soon as possible.

## Section 4 Special Terms and Conditions for Dual Currency Investment

As a customer who receives the Bank's consent on the purchase of dual currency investment or dual currency investment (for professional customers only), the Customer agrees that, regardless of whether the investment instruction is made in writing or through telephone or by other methods agreed by the Bank in advance, such special terms and conditions shall continue to be applicable to the dual currency investment subsequently purchased by the Customer.

### I. Interpretation and Definition

#### (I) Definitions:

- (1) **"Dual currency investment"** refers to the dual currency investment and dual currency investment (for professional customers only) provided by the Bank at any time under these special terms and conditions, and the clauses thereof are described in each of the product investment document. For the avoidance of doubt, any different requirements on the dual currency investment or dual currency investment (for professional customers only) specified in these special terms and conditions shall be further specified in each of said clauses.
- (2) **"Special terms and conditions"** refers to all clauses specified for these dual currency investment special terms and conditions as well as its subsequent and clauses as amended and supplemented from time to time, which shall be reviewed and interpreted together with the general terms and conditions (if any).
- (3) **"Alternative currency"** refers to the currency that the Customer and the Bank agree to use as an alternative currency for the dual currency investment and the Bank may pay the redemption amount to the Customer in such currency under these special terms and conditions, as described in the dual currency investment confirmation.
- (4) **"Base currency"** refers to the currency used by the Customer to subscribe for the dual currency investment, as described in the dual currency investment confirmation.
- (5) **"Business day"** refers to (unless otherwise specified in the dual currency investment confirmation) the day (excluding Saturday and Sunday) when the commercial banks in Taipei operate to provide services (including foreign exchange and foreign currency deposit transactions). For the purpose of the Bank's payment, it refers to date when the commercial banks operates to provide services (including foreign exchange transaction and foreign deposit) for payment in the currency used (if the payment currency is in EUR, then it refers to the operating days of the Trans-European-Automated Real-Time Gross Settlement Express Transfer System, or its alternatives). For the purpose of servicing notices or other communications, it refers to the business day of the commercial banks at the city indicated in the address of notice provided by the recipient.
- (6) **"Dual currency investment confirmation"** refers to the document or other evidence for the Bank to confirm the terms of the dual currency investment, and the scope of confirmation includes (but not limited to) principal amount, starting date, pricing date, maturity date, base currency, alternative currency, negotiated exchange rate, triggering exchange rate, interest rate and enhanced rate of return.
- (7) **"Dual currency investment documents"** refers to the product prospectus and risk disclosure statement and customer instructions, these special terms and conditions as well as dual currency investment confirmation, which shall be interpreted altogether.
- (8) **"Enhanced return"** refers to the amount calculated based on the enhanced rate of return and the principal amount and paid by the Bank to the Customer on the maturity date. The calculation formula shall be: "Principle amount" x "Enhanced rate of return" x "Investment period" / "Base period".
- (9) **"Enhanced rate of return"** refers to the rate of return agreed upon by the Customer and the Bank according to Article 2.1 of these special terms and conditions, and described in the dual currency investment confirmation;
- (10) **"Pricing date"** refers to the second preceding business day prior to the maturity date, or other date specified by the Bank in the dual currency investment confirmation, on which date the Bank determines which currency (base currency or alternative currency) shall be used for the payment of the redemption amount.
- (11) **"Interest"** refers to, with respect to the dual currency investment, the interest payable calculated by the principal amount multiplied by the interest rate during the interest calculation period, and the calculation formula shall be: "Principle amount" x "Interest rate" x "Investment period" / "Base period".
- (12) **"Interest calculation period"** refers to the period from the starting date (inclusive) to the maturity date (exclusive).
- (13) **"Interest rate"** refers to the interest rate determined by the Bank according to the Bank's board interest rate and applicable to the dual currency investment principal amount during the interest calculation period, as described in the dual currency investment confirmation.
- (14) **"Total rate of return"** refers to the sum of the "Enhanced rate of return" and the "Interest rate," as described in the dual currency investment confirmation.
- (15) **"Maturity date"** refers to the specific date when the Bank shall pay the redemption amount to the Customer according to these terms and conditions as indicated in the dual currency investment confirmation. However, if the investment period is calculated by month, and the maturity date shall be the date equivalent to the starting date of the maturity month, when there is no such equivalent date in the maturity month, then the last business day of the maturity month shall be the maturity date.
- (16) **"Negotiated exchange rate"** refers to the exchange rate agreed upon by the Customer and the Bank according to Article 2.1 of these special terms and conditions, and described in the dual currency investment confirmation.
- (17) **"Principle amount"** refers to the specific amount specified in the dual currency investment confirmation, and indicated by the Customer through instructions via

telephone or in person at the Bank and accepted by the Bank for use in the investment of dual currency investments.

- (18) **“Redemption amount”** refers to the total amount of the principal amount, interest amount and the enhanced return paid by the Bank to the Customer in the base currency or the alternative currency (the currency exchange is made on the base currency according to the negotiated exchange rate) on the maturity date.
- (19) **“Relevant currency”** refers to the base currency and/or alternative currency.
- (20) **“Settlement account”** refers to the foreign exchange deposit account or other account opened or possessed by the Customer for the purpose of investing in the dual currency investment.
- (21) **“Spot exchange rate”** refers to the exchange rate of the base currency and alternative currency for one or multiple actual foreign exchange transactions in the spot market as determined by the calculation agent and according to the individual common rules for the base currency and alternative currency.
- (22) **“Spot market”** refers to the global spot foreign exchange market, which is open from 5:00 AM, Monday (Sydney Time) to 5:00PM, Friday (New York Time) of each week.
- (23) **“Transaction date”** refers to the date when the foreign portfolio investment terms are agreed.
- (24) **“Investment period”** refers to the actual number of days from the starting date (inclusive) to the maturity date (exclusive) during the period of the dual currency investment, of which the Bank may limit the upper and lower limits.
- (25) **“Base period”** refers to the number of days for the calculation of interest according to the international practice for the investment in the base currency. For GBP, HKD, SGD or any currency that adopts 365-day system according to the international foreign exchange transaction rules and is used as the base currency, the period of one year shall be calculated as 365 days, whereas for other currencies being used as the base currency, the period of one year shall be calculated as 360 days.
- (26) **“Starting date”** refers to the starting date of the dual currency investment as indicated in the dual currency investment confirmation.
- (27) **“Triggering exchange rate”** refers to the strike price for the call options, which is the exchange rate for exchanging the “alternative currency amount gained from the exercise of the call options” into “70% of the account principal.” If the base currency becomes stronger and reaches the triggering exchange rate on the pricing date, the Bank may then exercise the call options for the Customer according to the terms in order to ensure that upon maturity, the Customer may at least collect 70% of the account principal plus 70% of the total return paid by the Bank in the base currency.
- (28) **“General terms and conditions”** refers to Section 1 of this Chapter and current and future conditions specified for the investment accounts informed by the Bank to the Customer (including all added, amended and supplementary provisions or terms).

informed by the Bank to the Customer for the investment account.

- (II) Any terms used in these special terms and conditions but not yet defined in these special terms and conditions shall be defined according to the dual currency investment confirmation notice or relevant terms and conditions of the settlement account.
- (III) In case of any discrepancy in the clauses described in the dual currency investment documents, the priority for the application of the documents shall follow the sequence below: (a) dual currency investment confirmation, (b) product prospectus and risk disclosure statement and Customer instructions, (c) special terms and conditions (which shall be reviewed and interpreted together with the general terms and conditions (if any)).

## **II. Purchase of Dual Currency Investment**

- (I) The terms for the dual currency investment to be invested in by the Customer shall be agreed upon by both the Bank and the Customer, including but not limited to the enhanced rate of return, negotiated exchange rate and triggering exchange rate applicable to the dual currency investment, and may be agreed via telephone or otherwise specified by the Bank (such communication methods is individually or collectively hereinafter referred to as the “Remote Instructions”). For the avoidance of doubts, the product prospectus terms and content provided by the Bank and the quotation of the enhanced rate of return, negotiated exchange rate and triggering exchange rate provided to the Customer shall not be deemed to be an offer, invitation or advice inducing the Customer to engage in the dual currency investment. Detailed product terms and relevant rights and interests shall be based on relevant documents of the dual currency investment documents.
- (II) **Unless otherwise prohibited by law, the Customer shall bear all of the risks associated with the Remote Instructions, and the Bank shall not be obliged to bear any liabilities (including but not limited to any losses caused by the Customers’ misunderstanding, errors, failure or damage of equipment or interference or interruption of information transmission) for any losses suffered by the Customer due to such matter. The Bank has the right to decide whether or not to execute the Remote Instructions according to its understanding on the Remote Instructions described in the preceding Paragraph. The interpretation made by the Bank for the Remote Instructions shall be final and binding upon the Customer.**
- (III) For the purpose of investing in the dual currency investment, the Customer shall open or maintain a single-type or multiple-type currency settlement account with the Bank at the request of the Bank. The Customer hereby irrevocably authorizes the Bank to make or perform settlement for the purpose of settling the dual currency investment with any account (including but not limited to the settlement account) opened in the name of the Customer, and the Customer shall provide information and relevant documents requested by the Bank from time to time. When the Bank opens the account according to the aforementioned terms, the Bank may (but is not obliged to) inform the Customer about the detailed information on such account or investment in the dual currency investment confirmation related to the dual currency investment or by other methods determined by the Bank.
- (IV) The Customer irrevocably authorizes the Bank to transfer the principal amount from the settlement account designated by the Customer into the investment account on the starting date. The Customer agrees and authorizes the Bank to block an amount equivalent to the principal amount in the settlement account designated by the Customer from the date when the Bank and the Customer reaches an agreement on the dual currency investment terms to the starting date (inclusive). **Before the Bank transfers the principal amount (or a portion thereof, depending upon the situation) of the Customer into the investment account, the Bank may decide whether or not to refuse to accept any portion of the principal amount of the Customer for the dual currency investment, and terminate the investment application, special terms and conditions or contract related to the dual currency investment without having any liabilities.** Where the balance in the settlement account designated by the Customer is insufficient on the transaction date such that the Bank cannot transfer relevant principal amount into the investment account on the starting date, then the Bank may consider the application of the Customer for investing in the dual currency investment to be invalid.
- (V) **After the Bank transfers the principal amount (or a portion thereof, depending upon the situation) into the investment account, the Bank, according to the laws, shall prepare and provide the dual currency investment confirmation for the Customer in the agreed manners in order to confirm the principal amount and the transaction terms of the dual currency investment invested in by the Customer. Nevertheless, any failure to provide or delay in providing the dual currency investment confirmation shall not affect the binding effect of the dual currency investment on both parties.**
- (VI) Regardless of whether or not the general terms and conditions specify otherwise, the Bank has the right to refuse any instructions related to the dual currency investment provided by any person other than the Customer.

## **III. Restrictions on Early Withdrawal**

- (I) **With respect to each dual currency investment, without the Bank’s consent, the Customer shall not perform early redemption or termination of dual currency investment or withdraw any portion of the principal amount or any other amounts from such investment before the maturity date.**
- (II) **Notwithstanding the foregoing, if the Bank agrees that the Customer may perform early redemption or termination of dual currency investment before the maturity date, the Bank then makes payment in the base currency within the feasible period as soon as possible, and such amount shall be equivalent to the principal amount after deducting the contract termination fee equivalent to 1% of the principal amount, along with all costs, claims, losses, expenses (including any fund costs, and costs and losses incurred due to the termination, liquidation, obtaining or re-establishment of any hedging or relevant transaction positions or currency exchange) and debt due to the early redemption or termination of dual currency investment, regardless of whether or not such costs and expenses are reasonably foreseeable by the Bank or incurred or maintained due to the Bank.**
- (III) **When the Customer wishes to terminate before the maturity date due to certain reasons and with the consent of the Bank, the Customer is required to bear all losses and damages subsequently suffered by the Bank due to the early termination, including but not limited to relevant costs incurred due to market price fluctuation, expenses and handling fees, and even bearing the risk of loss of entire investment principal and the re-investment risk.**

## **IV. Payment to Customer upon Maturity**

- (I) With respect to each dual currency investment, relevant taxes shall be deducted from the redemption amount, following which, on the maturity date, the payment shall

then be transferred into the settlement account informed by the Customer before the maturity date. In case of any failure to notify the account, the Bank shall have the right to decide any account of the Customer for the transfer of payment. If the maturity date is a non-business day, then it shall be paid at the first business day following the maturity date. In case where the Customer fails to designate or maintain the account for receiving the payment of redemption amount from the Bank under this Article, such that the Bank delays the payment of the redemption amount, the Bank shall not be obliged to pay any interest on the redemption amount, and shall not be obliged to bear any liabilities for losses or damages suffered by the Customer due to such matter.

- (II) The Customer hereby irrevocably authorizes the Bank to pay the redemption amount in the base currency or alternative currency (the exchange of the base currency will be made at the negotiated exchange rate) according to the terms of the preceding Paragraph. The Bank may decide whether or not to use base currency or alternative currency at its discretion (the exchange of the base currency will be made at the negotiated exchange rate) for payment of the redemption amount without informing the Customer. The Customer understands and accepts the currency risk associated with the Bank's exercise of the right to pay the redemption amount in the alternative currency, and that the Bank shall not be obligated to bear any liabilities for any loss suffered by the Customer due to such matter.
- (III) Where the maturity date is a non-business day, the Customer shall not request the Bank to pay any amount calculated based on the total rate of return on the redemption amount for the period from the maturity date (inclusive) to the actual payment date.
- (IV) In respect of each dual currency investment, the Bank will issue a notice to the Customer within a feasible period of time after the maturity date, and the notice shall indicate the redemption amount payable to the Customer, and the redemption amount will be paid in the base currency or the alternative currency.
- (V) In respect of each dual currency investment, upon maturity, no automatic renewal will be performed. The Customer may visit the Bank in person or use other methods agreed by the Bank in order to negotiate the terms and individual clauses with the Bank for the renewal of the dual currency investment products.

#### V. Product Nature and Risk Disclosure Statement

- (I) The dual currency investment is a product with high investment risks, and Customer may suffer loss of the principal amount due to market fluctuations. Prior to the investment, the Customer shall carefully read the product prospectus and the risk disclosure statement as well as the customer instructions, and shall completely understand the investment risks involved in such product in order to make careful investment.
- (II) (1) dual currency investment: It is an investment product combining the "foreign currency principal" and "sell currency option transaction" and the "foreign exchange option for buying 70% of the principal in the base currency," which is a foreign exchange option investment product not covered by the deposit insurance, and the transaction loss may reach 30% of the original investment amount. In addition to interest, the Customer also sells a foreign exchange option at the exchange rate predetermined by the Bank in exchange for additional enhanced returns (i.e., the premium for the Customer's sale of the foreign exchange option) and purchase of the option at the strike price. If the base currency becomes stronger and reaches the triggering exchange rate on the pricing date, the Bank then exercise the call options for the Customer according to the contract in order to ensure that upon the maturity of the product, the Customer can at least collect 70% of the account principal plus 70% of the total return paid by the Bank in the base currency. In other words, the negotiated exchange rate and triggering exchange rate agreed to by the Customer at the time when the Customer authorizes the Bank to perform underwriting of this product determines whether or not the Customer is required to fulfill the obligations for the sale of the exchange rate options and whether or not the Customer may exercise his/her/its right to buy the foreign exchange option, and also determines the right (but not the obligation) to pay the principal and the return in the base currency or specified alternative currency on the maturity date, regardless of whether or not the Customer plans to collect the principal and return in such currency on that day or not.  
(2) Dual currency investment (for professional customers only): It is an investment product combining the "foreign currency principal" and "foreign exchange call option" which is a foreign exchange option investment product not covered by the deposit insurance and the transaction loss may reach 100% of the original investment amount. In addition to interest, the Customer also sells a foreign exchange option at the exchange rate predetermined by the Bank in exchange for additional enhanced returns (i.e., the premium for the Customer's sale of the foreign exchange option). In other words, the negotiated exchange rate agreed to by the Customer at the time when the Customer authorizes the Bank to perform underwriting of this product determines whether or not the Customer is required to fulfill the obligation for the sale of the foreign exchange option and also determines the right (but not the obligation) to pay the principal and the return in the base currency or specified alternative currency on the maturity date, regardless of whether or not the Customer plans to collect the principal and return in such currency on that day or not.
- (III) Dual currency investment is not a deposit; therefore, it shall not be treated as a general time deposit or its alternative product. Dual currency investment does not guarantee the principal and the Customer may also suffer the loss of the principal.
- (IV) The return of the dual currency investment is, in general, higher than the general time deposit in the base currency. However, since the Bank has the right to use the alternative currency instead of the base currency for payment of the redemption amount to the Customer on the maturity date, such return opportunity is also associated with the currency risk.
- (V) Only when the Customer continues to possess the dual currency investment to the maturity date may the Customer then receive the payment of the redemption amount in the base currency or alternative currency. Without prejudice to the Bank's right to make early termination under these special terms and conditions, the Customer shall not redeem or terminate the dual currency investment or retrieve a portion of the principal amount or any other amounts before the maturity date. When the Customer wishes to make early termination due to certain reasons and the consent of the Bank is obtained, the Customer shall bear all losses and damages subsequently suffered by the Bank due to the early termination, including but not limited to relevant costs incurred due to market price fluctuations, expenses and handling fees, and even bear the risk of failure to collect the entire investment principal and the re-investment risk.
- (VI) Despite the fact that the alternative currency has been predetermined when the dual currency investment is made, nonetheless, the Customer still needs to bear the risk of fluctuation of the alternative currency. Prior to the maturity date, where the dual currency investment's alternative currency depreciates in a greater degree than the base currency, it is extremely possible that the Bank may pay the redemption amount to the Customer in the alternative currency before the maturity date. To be more specific, with respect to the negotiated exchange rate, where the spot exchange rate on the pricing date specified by the Bank is equivalent to the negotiated exchange rate or the base currency shows signs of depreciation in comparison to the alternative currency, then the Bank will use the base currency to pay the redemption amount. On the other hand, if, with respect to the negotiated exchange rate, the spot exchange rate on the pricing date specified by the Bank indicates that the base currency is appreciating in comparison to the alternative currency but not yet reaching the triggering exchange rate, then the Bank has the right to exchange the base currency according to the negotiated exchange rate and to pay the redemption amount in the alternative currency. This may cause the Customer to hold a relative weak alternative currency. If the Customer exchanges it back to the base currency, then the depreciation of the alternative currency relative to the base currency may significantly reduce the principal amount (depending upon the level of such depreciation of the alternative currency).  
[This paragraph is not applicable to the dual currency investment (for professional customers only)] If the spot exchange rate on the pricing date specified by the Bank, with respect to the negotiated exchange rate, the spot exchange rate on the pricing date shows that the base currency appreciates significantly against the alternative currency to the extent that exceeds (or reaches) the triggering exchange rate, then the Bank has the right to exercise the call option for the Customer and after deducting the relevant taxes upon the maturity of the product, pay 70% of the account principal amount plus 70% of the total return to the Customer in the base currency.
- (VII) The dual currency investment is not applicable to investors unfamiliar with relevant exchange rates or factors affecting such exchange rate trend. Relevant exchange rates may be affected by complicated and interconnected global and regional politics, economy, finance and other factors that may affect each currency exchange in the currency market. Relevant exchange rates change along with the interaction among various factors along the time, and such factors may directly or indirectly affect such currency to be the statutory currency for the economy and political status of the country of the currency circulation, in particular, the inflation rate, interest rate level, income balance and the level of surplus or deficit of the government of such country.

The government may fix the foreign exchange rate, set the exchange rate floating interval or allow it to float freely. The government, including the government issuing the currency related to the dual currency investment, may use various techniques, such as the central bank to interfere or to impose regulatory restrictions or taxes, thereby affecting the exchange rate of each currency. It may also issue new currency to replace the currently existing currency, or through the method of underestimation or re-evaluation of the currency in order to change the exchange rate or relative foreign currency characteristics. Therefore, the value of the dual currency investment and its payable amount may be affected by the actions of the sovereign government. The sovereign government may change or interfere with the previous pricing and fluctuation freely determined based on other market conditions or cross-border currency flow. During the investment period of the dual currency investment, if the

exchange rate is changed to fixed rates (or for certain specific currency, it becomes floating), or if there is any underestimation or re-evaluation or compulsory action on the exchange rate, or other restrictions or taxes, or occurrence of other changes affecting the foreign currency portfolio-related currency or other currencies, then the dual currency investment will not be adjusted or changed for any offsets.

In addition, transactions involving or related to new emerging market currencies also have higher risks than those associated with the investment in the currencies of other markets.

**In addition, when the Customer exchanges to another currency for investing in the dual currency investment, then the Customer shall be aware that when the currency of the dual currency investment will be exchanged back to the original currency, so that the risk of the exchange rate fluctuation may cause a loss.**

**(VIII) The Customer understands that the dual currency investment is restricted by the foreign exchange control on relevant currency invested by the Customer. For the purpose of complying with the relevant laws or due to other uncontrollable factors of the Bank, such that the Bank's performance of the obligation according to these special terms and conditions becomes illegal, impossible or difficult to implement, the Bank may terminate the dual currency investment before maturity, or may use the currency reasonably decided by the Bank for paying the redemption amount to the Customer. If the Bank terminates the dual currency investment before the maturity date, the Customer understands that the amount received may be far less than the investment principal amount.**

(IX) In the general operation process, the Bank and/or its affiliates may express their opinions on the anticipated fluctuations of the dual currency investment price at any time. Such opinions may be conveyed to the Customers occasionally. However, such opinions may be different and may be changed depending on the time and place according to the global economic, political and other development status. In respect of each dual currency investment, the Customer shall perform self-assessment on the advantage of the foreign currency portfolio, and shall not rely on the opinions provided by the Bank and/or its affiliates on the future price trend related to the dual currency investment during its general operation process.

(X) The information on the historical prices of dual currency investment provided to the Customers is for reference only, and the Customer shall not treat such information as the interval, trend or future fluctuation of the dual currency investment price and an indication of the future performance of the dual currency investment.

**(XI) This dual currency investment is not covered by the deposit insurance of the Central Deposit Insurance Corporation, and therefore it is an investment for which the Customer shall bear the credit risk associated with the Bank as well as relevant investment risks, including exchange rate risk. The maximum possible loss may be all of the investment principal; under the worst scenario, when the Bank cannot perform the obligations for this product, the investor may not be able to receive any returns and may lose the original investment principal.**

(XII) Regarding the risks associated with the dual currency investment, the Customer shall perform assessments on the factors such as relevant exchange rate, interest rate and potential direction of change, time and magnitude of the terms of the dual currency investment first before executing the investment. The dual currency investment may be affected by multiple risk factors at the same time; therefore, the impact of one specific risk factor may not be predictable. In addition, multiple risk factors can result in unpredictable compounded effects. The Bank cannot guarantee for the impact on the value of the dual currency investment that may be caused by the combination of any risk factors.

**(XIII) The Customer shall understand that the factors affecting the price changes in financial derivatives are extremely complicated, and the main risks disclosed by the Bank are general examples only. Despite the fact that transaction risks and factors affecting the market price cannot be completely described, the Customer shall have inquired and have sufficiently understood the nature of this product as well as relevant financial, accounting, tax or legal matters before the transaction, and shall review individual financial status and risk bearing capability on his/her/its own, in order to decide.**

## Section 5 Special Terms and Conditions for Gold Linked Dual Currency Investment

As a customer who receives the Bank's consent on the purchase of gold linked dual currency investment or gold linked dual currency investment (for professional customers only), the Customer agrees that, regardless of whether the investment instruction is made in writing or through telephone or by other methods agreed by the Bank in advance, such special terms and conditions shall continue to be applicable to the gold linked dual currency investment subsequently purchased by the Customer.

### I. Interpretation and Definition

#### (I) Definitions:

- (1) "Gold linked dual currency investment" refers to the gold linked dual currency investment and gold linked dual currency investment (for professional customers only) provided by the Bank at any time under these special terms and conditions, and the clauses thereof are described in each of the product investment document. For the avoidance of doubt, any different requirements on the dual currency investment or dual currency investment (for professional customers only) specified in these special terms and conditions shall be further specified in each of said clauses.
- (2) "Special terms and conditions" refers to all clauses specified for these gold linked dual currency investment special terms and conditions as well as its subsequent and clauses as amended and supplemented from time to time, which shall be reviewed and interpreted together with the general terms and conditions (if any).
- (3) "Alternative currency (commodity)" refers to the currency that the Customer and the Bank agree to use as an alternative currency (commodity) for the gold linked dual currency investment and the Bank may pay the redemption amount to the Customer in such currency under these special terms and conditions, as described in the gold linked dual currency investment confirmation.
- (4) "Base currency (commodity)" refers to the currency (commodity) used by the Customer to subscribe for the dual currency investment, as described in the gold linked dual currency investment confirmation.
- (5) "Business day" refers to (unless otherwise specified in the gold linked dual currency investment confirmation) the day (excluding Saturday and Sunday) when the commercial banks in Taipei operate to provide services (including foreign exchange and foreign currency deposit transactions). For the purpose of the Bank's payment, it refers to date when the commercial banks operates to provide services (including foreign exchange transaction and foreign deposit) for payment in the currency (commodity) used (if the payment currency is in EUR, then it refers to the operating days of the Trans-European-Automated Real-Time Gross Settlement Express Transfer System, or its alternatives). For the purpose of servicing notices or other communications, it refers to the business day of the commercial banks at the city indicated in the address of notice provided by the recipient.
- (6) "Gold linked dual currency investment confirmation" refers to the document or other evidence for the Bank to confirm the terms of the gold linked dual currency investment, and the scope of confirmation includes (but not limited to) principal amount, starting date, pricing date, maturity date, base currency, alternative currency, negotiated exchange rate, triggering exchange rate, interest rate and enhanced rate of return.
- (7) "Gold linked dual currency investment documents" refers to the product prospectus, risk disclosure statement, customer instructions, these special terms and conditions as well as dual currency investment confirmation, which shall be interpreted altogether.
- (8) "Enhanced return" refers to the amount calculated based on the enhanced rate of return and the principal amount and paid by the Bank to the Customer on the maturity date. The calculation formula shall be: "Principle amount" x "Enhanced rate of return" x ("Investment period" / "Base period").
- (9) "Enhanced rate of return" refers to the rate of return agreed upon by the Customer and the Bank according to Article 2.1 of these special terms and conditions, and described in the dual currency investment confirmation;
- (10) "Pricing date" refers to the second preceding business day prior to the maturity date, or other date specified by the Bank in the gold linked dual currency investment confirmation, on which date the Bank determines which currency (base currency (commodity) or alternative currency (commodity)) shall be used for the payment of the redemption amount.
- (11) "Interest" refers to, with respect to the gold linked dual currency investment, the interest payable calculated by the principal amount multiplied by the interest rate during the interest calculation period, and the calculation formula shall be: "Principle amount" x "Interest rate" x ("Investment period" / "Base period").
- (12) "Interest calculation period" refers to the period from the starting date (inclusive) to the maturity date (exclusive).
- (13) "Interest rate" refers to the interest rate determined by the Bank according to the Bank's board interest rate and applicable to the gold linked dual currency investment principal amount during the interest calculation period, as described in the gold linked dual currency investment confirmation.
- (14) "Total rate of return" refers to the sum of the "Enhanced rate of return" and the "Interest rate," as described in the dual currency investment confirmation.

- (15) **“Maturity date”** refers to the specific date when the Bank shall pay the redemption amount to the Customer according to these terms and conditions as indicated in the gold linked dual currency investment confirmation. However, if the investment period is calculated by month, and the maturity date shall be the date equivalent to the starting date of the maturity month, when there is no such equivalent date in the maturity month, then the last business day of the maturity month shall be the maturity date.
- (16) **“Negotiated exchange rate”** refers to the exchange rate agreed upon by the Customer and the Bank according to Article 2.1 of these special terms and conditions, and described in the dual currency investment confirmation.
- (17) **“Principle amount”** refers to the specific amount specified in the gold linked dual currency investment confirmation, and indicated by the Customer through instructions via telephone or in person at the Bank and accepted by the Bank for use in the investment of gold linked dual currency investments.
- (18) **“Redemption amount”** refers to the total amount of the principal amount, interest amount and the enhanced return paid by the Bank to the Customer in the base currency or the alternative currency (commodity) (the currency exchange is made on the base currency (commodity) according to the negotiated exchange rate) on the maturity date.
- (19) **“Relevant currency”** refers to the base currency (commodity) and/or alternative currency (commodity).
- (20) **“Settlement account”** refers to the foreign exchange deposit account/gold account or other account opened or possessed by the Customer for the purpose of investing in the gold linked dual currency investment.
- (21) **“Spot exchange rate”** refers to the exchange rate of the base currency (commodity) and alternative currency (commodity) for one or multiple actual foreign exchange transactions in the spot market as determined by the calculation agent and according to the individual common rules for the base currency(commodity) and alternative currency(commodity).
- (22) **“Spot market”** refers to the global spot foreign exchange market, which is open from 5:00 AM, Monday (Sydney Time) to 5:00PM, Friday (New York Time) of each week.
- (23) **“Transaction date”** refers to the date when the foreign portfolio investment terms are agreed.
- (24) **“Investment period”** refers to the actual number of days from the starting date (inclusive) to the maturity date (exclusive) during the period of the gold linked dual currency investment, of which the Bank may limit the upper and lower limits.
- (25) **“Base period”** refers to the number of days for the calculation of interest according to the international practice for the investment in the base currency (commodity). For GBP, HKD, SGD or any currency that adopts 365-day system according to the international foreign exchange transaction rules and is used as the base currency, the period of one year shall be calculated as 365 days, whereas for other currencies being used as the base currency, the period of one year shall be calculated as 360 days.
- (26) **“Starting date”** refers to the starting date of the gold linked dual currency investment as indicated in the gold linked dual currency investment confirmation.
- (27) **“Triggering exchange rate”** refers to the strike price for the call options, which is the exchange rate for exchanging the “alternative currency(commodity) amount gained from the exercise of the call options” into “70% of the account principal.” If the base currency becomes stronger and reaches the triggering exchange rate on the pricing date, the Bank may then exercise the call options for the Customer according to the terms in order to ensure that upon maturity, the Customer may at least collect 70% of the account principal plus 70% of the total return paid by the Bank in the base currency(commodity).
- (28) **“General terms and conditions”** refers to Section 1 of this Chapter and current and future conditions specified for the investment accounts informed by the Bank to the Customer for the investment account (including all added, amended and supplementary provisions or terms).
- (II) Any terms used in these special terms and conditions but not yet defined in these special terms and conditions shall be defined according to the gold linked dual currency investment confirmation or relevant terms and conditions of the settlement account.
- (III) In case of any discrepancy in the clauses described in the gold linked dual currency investment documents, the priority for the application of the documents shall follow the sequence below: (a) gold linked dual currency investment confirmation, (b) product prospectus and risk disclosure statement and Customer instructions, (c) special terms and conditions (which shall be reviewed and interpreted together with the general terms and conditions (if any)).

## II. Purchase of Gold Linked Dual Currency Investment

- (I) The terms for the gold linked dual currency investment to be invested in by the Customer shall be agreed upon by both the Bank and the Customer, including but not limited to the enhanced rate of return, negotiated exchange rate and triggering exchange rate applicable to the gold linked dual currency investment, and may be agreed via telephone or otherwise specified by the Bank (such communication method is individually or collectively hereinafter referred to as the “Remote Instructions”). For the avoidance of doubts, the product prospectus terms and content provided by the Bank and the quotation of the enhanced rate of return, negotiated exchange rate and triggering exchange rate provided to the Customer shall not be deemed to be an offer, invitation or advice inducing the Customer to engage in the gold linked dual currency investment. Detailed product terms and relevant rights and interests shall be based on relevant documents of the gold linked dual currency investment documents.
- (II) Unless otherwise prohibited by law, the Customer shall bear all of the risks associated with the Remote Instructions, and the Bank shall not be obliged to bear any liabilities (including but not limited to any losses caused by the Customers’ misunderstanding, errors, failure or damage of equipment or interference or interruption of information transmission) for any losses suffered by the Customer due to such matter. The Bank has the right to decide whether or not to execute the Remote Instructions according to its understanding on the Remote Instructions described in the preceding Paragraph. The interpretation made by the Bank for the Remote Instructions shall be final and binding upon the Customer.
- (III) For the purpose of investing in the gold linked dual currency investment, the Customer shall open or maintain a single-type or multiple-type currency settlement account with the Bank at the request of the Bank. The Customer hereby irrevocably authorizes the Bank to make or perform settlement for the purpose of settling the gold linked dual currency investment with any account (including but not limited to the settlement account) opened in the name of the Customer, and the Customer shall provide information and relevant documents requested by the Bank from time to time. When the Bank opens the account according to the aforementioned terms, the Bank may (but is not obliged to) inform the Customer about the detailed information on such account or investment in the gold linked dual currency investment confirmation related to the gold linked dual currency investment or by other methods determined by the Bank.
- (IV) The Customer irrevocably authorizes the Bank to transfer the principal amount from the settlement account designated by the Customer into the investment account on the starting date. The Customer agrees and authorizes the Bank to block an amount equivalent to the principal amount in the settlement account designated by the Customer from the date when the Bank and the Customer reaches an agreement on the gold linked dual currency investment terms to the starting date (inclusive). **Before the Bank transfers the principal amount (or a portion thereof, depending upon the situation) of the Customer into the investment account, the Bank may decide whether or not to refuse to accept any portion of the principal amount of the Customer for the gold linked dual currency investment, and terminate the investment application, special terms and conditions or contract related to the gold linked dual currency investment without having any liabilities.** Where the balance in the settlement account designated by the Customer is insufficient on the transaction date such that the Bank cannot transfer relevant principal amount into the investment account on the starting date, then the Bank may consider the application of the Customer for investing in the gold linked dual currency investment to be invalid.
- (V) **After the Bank transfers the principal amount (or a portion thereof, depending upon the situation) into the investment account, the Bank, according to the laws, shall prepare and provide the gold linked dual currency investment confirmation to the Customer in the agreed manners in order to confirm the principal amount and the transaction terms of the gold linked dual currency investment invested in by the Customer. Nevertheless, any failure to provide or delay in providing the gold linked dual currency investment confirmation shall not affect the binding effect of the gold linked dual currency investment on both parties.**
- (VI) If the description of the gold linked dual currency investment confirmation advice, maturity advice, or monthly statement is inconsistent with that specified in the Bank’s own account statements, the Bank’s own account statements shall prevail; if there is an error caused by the Bank’s operation, the Customer agrees that the Bank can correct such error directly and notify the Customer in writing. (VII) Regardless of whether or not the general terms and conditions specify otherwise, the Bank has the right to refuse any instructions (including the Remote Instructions) related to the gold linked dual currency investment provided by any person other than the Customer.
- (VIII) The Customer shall not assign to or pledge any principle amount of the gold linked dual currency investment in favor of a third party or the Bank in relation to a loan in any manner.



### III. Restrictions on Early Withdrawal

- (I) With respect to each gold linked dual currency investment, without the Bank's consent, the Customer shall not perform early redemption or termination of gold linked dual currency investment or withdraw any portion of the principal amount or any other amounts from such investment before the maturity date.
- (II) Notwithstanding the foregoing, if the Bank agrees that the Customer may perform early redemption or termination of gold linked dual currency investment before the maturity date, the Bank then makes payment in the base currency (commodity) within the feasible period as soon as possible, and such amount shall be equivalent to the principal amount after deducting the contract termination fee equivalent to 1% of the principal amount, along with all costs, claims, losses, expenses (including any fund costs, and costs and losses incurred due to the termination, liquidation, obtaining or re-establishment of any hedging or relevant transaction positions or currency exchange) and debt due to the early redemption or termination of gold linked dual currency investment, regardless of whether or not such costs and expenses are reasonably foreseeable by the Bank or incurred or maintained due to the Bank.
- (III) When the Customer wishes to terminate before the maturity date due to certain reasons and with the consent of the Bank, the Customer is required to bear all losses and damages subsequently suffered by the Bank due to the early termination, including but not limited to relevant costs incurred due to market price fluctuation, expenses and handling fees, and even bearing the risk of loss of entire investment principal and the re-investment risk.

### IV. Payment to Customer upon Maturity

- (I) With respect to each gold linked dual currency investment, relevant taxes shall be deducted from the redemption amount, following which, on the maturity date, the payment shall then be transferred into the settlement account informed by the Customer before the maturity date. In case of any failure to notify the account, the Bank shall have the right to decide any account of the Customer for the transfer of payment. If the maturity date is a non-business day, then it shall be paid at the first business day following the maturity date. In case where the Customer fails to designate or maintain the account for receiving the payment of redemption amount from the Bank under this Article, such that the Bank delays the payment of the redemption amount, the Bank shall not be obliged to pay any interest on the redemption amount, and shall not be obliged to bear any liabilities for losses or damages suffered by the Customer due to such matter.
- (II) The Customer hereby irrevocably authorizes the Bank to pay the redemption amount in the base currency or alternative currency/commodity (the exchange of the base currency (commodity) will be made at the negotiated exchange rate) according to the terms of the preceding Paragraph. The Bank may decide whether or not to use base currency (commodity) or alternative currency (commodity) at its discretion (the exchange of the base currency (commodity) will be made at the negotiated exchange rate) for payment of the redemption amount without informing the Customer. The Customer understands and accepts the currency risk associated with the Bank's exercise of the right to pay the redemption amount in the alternative currency (commodity), and that the Bank shall not be obligated to bear any liabilities for any loss suffered by the Customer due to such matter.
- (III) Where the maturity date is a non-business day, the Customer shall not request the Bank to pay any amount calculated based on the total rate of return on the redemption amount for the period from the maturity date (inclusive) to the actual payment date.
- (IV) In respect of each gold linked dual currency investment, the Bank will issue a notice to the Customer within a feasible period of time after the maturity date, and the notice shall indicate the redemption amount payable to the Customer, and the redemption amount will be paid in the base currency (commodity) or the alternative currency (commodity).
- (V) In respect of each gold linked dual currency investment, upon maturity, no automatic renewal will be performed. The Customer may visit the Bank in person or use other methods agreed by the Bank in order to negotiate the terms and individual clauses with the Bank for the renewal of the gold linked dual currency investment products.

### V. Product Nature and Risk Disclosure Statement

- (I) The gold linked dual currency investment is a product with high investment risks, and Customer may suffer loss of the principal amount due to market fluctuations. Prior to the investment, the Customer shall carefully read the product prospectus and the risk disclosure statement as well as the customer instructions, and shall completely understand the investment risks involved in such product in order to make careful investment.
- (II) (1) Gold linked dual currency investment: It is an investment product combining the "foreign currency (commodity) principal" and "sell currency (commodity) option transaction" and the "foreign exchange option for buying 70% of the principal in the base currency (commodity)," which is a foreign exchange option investment product not covered by the deposit insurance, and the transaction loss may reach 30% of the original investment amount. In addition to interest, the Customer also sells a foreign exchange option at the exchange rate predetermined by the Bank in exchange for additional enhanced returns (i.e., the premium for the Customer's sale of the foreign exchange option) and purchase of the option at the strike price. If the base currency (commodity) becomes stronger and reaches the triggering exchange rate on the pricing date, the Bank then exercise the call options for the Customer according to the contract in order to ensure that upon the maturity of the product, the Customer can at least collect 70% of the account principal plus 70% of the total return paid by the Bank in the base currency (commodity). In other words, the negotiated exchange rate and triggering exchange rate agreed to by the Customer at the time when the Customer authorizes the Bank to perform underwriting of this product determines whether or not the Customer is required to fulfill the obligations for the sale of the exchange rate options and whether or not the Customer may exercise his/her/its right to buy the foreign exchange option, and also determines the right (but not the obligation) to pay the principal and the return in the base currency (commodity) or specified alternative currency (commodity) on the maturity date, regardless of whether or not the Customer plans to collect the principal and return in such currency (commodity) on that day or not.
- (2) Gold linked dual currency investment (for professional customers only): It is an investment product combining the "foreign currency (commodity) principal" and "foreign exchange call option" which is a foreign exchange option investment product not covered by the deposit insurance and the transaction loss may reach 100% of the original investment amount. In addition to interest, the Customer also sells a foreign exchange option at the exchange rate predetermined by the Bank in exchange for additional enhanced returns (i.e., the premium for the Customer's sale of the foreign exchange option). In other words, the negotiated exchange rate agreed to by the Customer at the time when the Customer authorizes the Bank to perform underwriting of this product determines whether or not the Customer is required to fulfill the obligation for the sale of the foreign exchange option and also determines the right (but not the obligation) to pay the principal and the return in the base currency (commodity) or specified alternative currency (commodity) on the maturity date, regardless of whether or not the Customer plans to collect the principal and return in such currency on that day or not.
- (III) Gold linked dual currency investment is not a deposit; therefore, it shall not be treated as a general time deposit or its alternative product. Gold linked dual currency investment does not guarantee the principal and the Customer may also suffer the loss of the principal.
- (IV) The return of the gold linked dual currency investment is, in general, higher than the general time deposit in the base currency (commodity). However, since the Bank has the right to use the alternative currency (commodity) instead of the base currency (commodity) for payment of the redemption amount to the Customer on the maturity date, such return opportunity is also associated with the currency risk.
- (V) Only when the Customer continues to possess the gold linked dual currency investment to the maturity date may the Customer then receive the payment of the redemption amount in the base currency (commodity) or alternative currency (commodity). Without prejudice to the Bank's right to make early termination under these special terms and conditions, the Customer shall not redeem or terminate the gold linked dual currency investment or retrieve a portion of the principal amount or any other amounts before the maturity date. When the Customer wishes to make early termination due to certain reasons and the consent of the Bank is obtained, the Customer shall bear all losses and damages subsequently suffered by the Bank due to the early termination, including but not limited to relevant costs incurred due to market price fluctuations, expenses and handling fees, and even bear the risk of failure to collect the entire investment principal and the re-investment risk.
- (VI) Despite the fact that the alternative currency (commodity) has been predetermined when the gold linked dual currency investment is made, nonetheless, the Customer still needs to bear the risk of fluctuation of the alternative currency (commodity). Prior to the maturity date, where the gold linked dual currency investment's alternative currency (commodity) depreciates in a greater degree than the base currency (commodity), it is extremely possible that the Bank may pay the redemption amount to the Customer in the alternative currency (commodity) before the maturity date. To be more specific, with respect to the negotiated exchange rate, where the spot exchange rate on the pricing date specified by the Bank is equivalent to the negotiated exchange rate or the base currency (commodity) shows signs of depreciation in comparison to the alternative currency (commodity), then the Bank will use the base currency (commodity) to pay the redemption amount. On the other hand, if, with respect to the negotiated exchange rate, the spot exchange rate on the pricing date specified by the Bank indicates that the base currency (commodity) is appreciating in comparison to the alternative currency (commodity) but not yet reaching

the triggering exchange rate, then the Bank has the right to exchange the base currency (commodity) according to the negotiated exchange rate and to pay the redemption amount in the alternative currency (commodity). This may cause the Customer to hold a relative weak alternative currency (commodity). If the Customer exchanges it back to the base currency (commodity), then the depreciation of the alternative currency (commodity) relative to the base currency (commodity) may significantly reduce the principal amount (depending upon the level of such depreciation of the alternative currency (commodity)).

**[This paragraph is not applicable to the gold linked dual currency investment (for professional customers only)]** If the spot exchange rate on the pricing date specified by the Bank, with respect to the negotiated exchange rate, the spot exchange rate on the pricing date shows that the base currency (commodity) appreciates significantly against the alternative currency (commodity) to the extent that exceeds (or reaches) the triggering exchange rate, then the Bank has the right to exercise the call option for the Customer and after deducting the relevant taxes upon the maturity of the product, pay 70% of the account principal amount plus 70% of the total return to the Customer in the base currency (commodity).

- (VII) The gold linked dual currency investment is not applicable to investors unfamiliar with relevant exchange rates or factors affecting such exchange rate trend. Relevant exchange rates may be affected by complicated and interconnected global and regional politics, economy, finance and other factors that may affect each currency (commodity) exchange in the market. Relevant exchange rates change along with the interaction among various factors along the time, and such factors may directly or indirectly affect such currency (commodity) to be the statutory currency (commodity) for the economy and political status of the country of the currency circulation, in particular, the inflation rate, interest rate level, income balance and the level of surplus or deficit of the government of such country.

The government may fix the foreign exchange rate, set the exchange rate floating interval or allow it to float freely. The government, including the government issuing the currency related to the gold linked dual currency investment, may use various techniques, such as the central bank to interfere or to impose regulatory restrictions or taxes, thereby affecting the exchange rate of each currency. It may also issue new currency to replace the currently existing currency, or through the method of underestimation or re-evaluation of the currency in order to change the exchange rate or relative foreign currency characteristics. Therefore, the value of the gold linked dual currency investment and its payable amount may be affected by the actions of the sovereign government. The sovereign government may change or interfere with the previous pricing and fluctuation freely determined based on other market conditions or cross-border currency flow. During the investment period of the gold linked dual currency investment, if the exchange rate is changed to fixed rates (or for certain specific currency, it becomes floating), or if there is any underestimation or re-evaluation or compulsory action on the exchange rate, or other restrictions or taxes, or occurrence of other changes affecting the foreign currency portfolio-related currency or other currencies, then the dual currency investment will not be adjusted or changed for any offsets.

In addition, transactions involving or related to new emerging market currencies also have higher risks than those associated with the investment in the currencies of other markets.

**In addition, when the Customer exchanges to another currency for investing in the gold linked dual currency investment, then the Customer shall be aware that when the currency of the gold linked dual currency investment will be exchanged back to the original currency, so that the risk of the exchange rate fluctuation may cause a loss.**

- (VIII) **The Customer understands that the gold linked dual currency investment is restricted by the foreign exchange control on relevant currency (commodity) invested by the Customer. For the purpose of complying with the relevant laws or due to other uncontrollable factors of the Bank, such that the Bank's performance of the obligation according to these special terms and conditions becomes illegal, impossible or difficult to implement, the Bank may terminate the gold linked dual currency investment before maturity, or may use the currency (commodity) reasonably decided by the Bank for paying the redemption amount to the Customer. If the Bank terminates the gold linked dual currency investment before the maturity date, the Customer understands that the amount received may be far less than the investment principal amount.**

- (IX) In the general operation process, the Bank and/or its affiliates may express their opinions on the anticipated fluctuations of the gold linked dual currency investment price at any time. Such opinions may be conveyed to the Customers occasionally. However, such opinions may be different and may be changed depending on the time and place according to the global economic, political and other development status. In respect of each dual currency investment, the Customer shall perform self-assessment on the advantage of the gold linked dual currency investment, and shall not rely on the opinions provided by the Bank and/or its affiliates on the future price trend related to the gold linked dual currency investment during its general operation process.

- (X) The information on the historical prices of gold linked dual currency investment provided to the Customers is for reference only, and the Customer shall not treat such information as the interval, trend or future fluctuation of the gold linked dual currency investment price and an indication of the future performance of the gold linked dual currency investment.

- (XI) **This gold linked dual currency investment is not covered by the deposit insurance of the Central Deposit Insurance Corporation, and therefore it is an investment for which the Customer shall bear the credit risk associated with the Bank as well as relevant investment risks, including exchange rate risk. The maximum possible loss may be all of the investment principal; under the worst scenario, when the Bank cannot perform the obligations for this product, the investor may not be able to receive any returns and may lose the original investment principal.**

- (XII) Regarding the risks associated with the gold linked dual currency investment, the Customer shall perform assessments on the factors such as relevant exchange rate, interest rate and potential direction of change, time and magnitude of the terms of the gold linked dual currency investment first before executing the investment. The gold linked dual currency investment may be affected by multiple risk factors at the same time; therefore, the impact of one specific risk factor may not be predictable. In addition, multiple risk factors can result in unpredictable compounded effects. The Bank cannot guarantee for the impact on the value of the gold linked dual currency investment that may be caused by the combination of any risk factors.

- (XIII) The Customer shall understand that the factors affecting the price changes in financial derivatives are extremely complicated, and the main risks disclosed by the Bank are general examples only. Despite the fact that transaction risks and factors affecting the market price cannot be completely described, the Customer shall have inquired and have sufficiently understood the nature of this product as well as relevant financial, accounting, tax or legal matters before the transaction, and shall review individual financial status and risk bearing capability on his/her/its own, in order to decide.

## Chapter 11 Appendix

### Section 1 Service and Handling Fee Standards

Service Items		Customer Groups	Total Asset <NT\$1 million	Total Asset <NT\$2 million	DBS Treasures Clients (also applicable to DBS Treasures Private Clients)
Automated Transaction Service	Domestic Interbank Withdrawal-ATM <sup>Note 2</sup>	Free			Free
	Domestic Interbank Transfer <sup>Note 2</sup>	Transaction Amount ≤<NT\$500, NT\$0 /First transaction of each account per day			Free / 30 times per month <sup>Note 1</sup>
		Transaction Amount ≤<NT\$1,000, NT\$10 /per time			
		Transaction Amount >NT\$1,000, NT\$15 /per time			
	Cross-border Withdrawal -ATM	Handling Fee NT\$100+ International settlement handling fee of 1% of transaction amount/per time (only applicable for ATM card)			Handling fee (free)+ International settlement handling fee of 1% of transaction amount/per time
		Handling Fee NT\$75+ International settlement fee of 1% of transaction amount /per time (only applicable for debit card)			
		Overseas withdrawals link to FCY CASA <sup>Note 7</sup> Free (only applicable for debit card)			
		(International settlement handling fee is not equivalent to the banks' handling fee, and it is adjusted according to the rules of the international settlement organization)			
Checking Account Credibility Inquiry	Type 1 - Checking Account Credit Inquiry	NT\$100/per time			
	Type 2 - Checking Account Credit Inquiry	NT\$200/per time			
Negotiable Instrument	Check Book	Average balance of demand deposit in three months < NT\$150 thousand, NT\$10/per check			
		Average balance of demand deposit in three months ≥ NT\$150 thousand, Free			
	Bounced Check Handling	NT\$225/per check			
	Annotation of Bounced Check	NT\$150/per check			
	Deposit Check Collection	According to the entrusted insitution (including Taiwan Clearing House)'s fee collection standard NT\$26 + plus additional NT\$5/per check	According to the entrusted insitution (including Taiwan Clearing House)'s fee collection standard NT\$26 /per check		
	Deposited Check Withdrawal	NT\$100/per check			
	Cancellation of Check Payment Entrustment	NT\$100/per check			
	Report Loss of Check and Stop Payment	NT\$150/per case			
	Retrieval of Post Dated Check (PDC) Images	NT\$50 /per check			
	Issuance of Cashier Order	NT\$50 /per check			
Others	NTD Outward Remittance DBS TW customer	Remittance amount ≤ NT\$2 million, NT\$30 /per transaction NT\$2 million < Remittance amount, an addition of NT\$10 is collected for each NT\$1 million in excess /per transaction			
	NTD Outward Remittance Non-DBS TW customer	Remittance amount ≤ NT\$2 million, NT\$100 /per transaction NT\$2 million < Remittance amount, an addition of NT\$50 is collected for each NT\$1 million in excess /per transaction			
	Deposit Balance Certificate/Investment Balance Certificate	NT\$200/per copy, NT\$100/per copy for second copy and above			
	Report Loss of Seal/Change of Seal Re-issuance of Passbook/Re-issuance of Deposit Slip	NT\$100/each application			
	Printing of Voucher	NT\$100/per paper			
	Printing of Account Statement	Free (if within one year before the application date)			
		After one year, NT\$100/per copy (year) (maximum fee collection of NT\$2,000)			
	Re-issuance of Transaction Receipt	Free (if within one month before the application date)			
		Within one year before the application ate, NT\$50 / per sheet. Exceeding one year, NT\$100 / per sheet			
	Re-issuance of ATM/Debit Card	NT\$100/per card			
	National Health Insurance Premium Payment Deduction Certificate	NT\$100/per paper			
	Credit Card Report Loss and Stop Payment	NT\$200/per card (exempted for DBS Treasures Card)			
	Re-issuance of MORE Card	NT\$200/per card			

Service Items		Customer Groups	Total Asset <NT\$1 million	Total Asset <NT\$2 million	DBS Treasures Clients (also applicable to DBS Treasures Private Clients)												
	Re-issuance of Car Loan Settlement Certificate		NT\$200/per paper														
	Car Loan Customer Change of Payment Date		NT\$600/per time														
DBS Treasures Client Relevant Fees	Account Management Fee		-----	Less than total asset threshold <sup>Note 1</sup> , NT\$500 is collected monthly													
	Special Handling Fee		-----	Terminate all accounts with the Bank within two months after account opening, NT\$200 is collected													
Foreign Currency Inward Remittance	Handling Fee	General Inward Remittance	NT\$200 /per transaction		Free												
		Overseas D/D (In NTD)	NT\$500 /per sheet (limited to draft with the Bank as the paying bank and after payment in NTD, if further remittance to other banks in the R.O.C., remittance fee is to be further collected according to the NTD outward remittance fee standards)														
		Overseas T/T (In NTD)	NT\$500 /per transaction														
Foreign Currency Outward T/T	Handling Fee (Cable fee not included)	Outward Remittance	NT\$600 /per transaction		T/T to overseas DBS account: Free <sup>Note 3</sup> T/T to non-DBS account: NT\$600 /per transaction												
		Remittance Rejection	NT\$300 /per transaction														
		Re-remit after Rejection	NT\$800 /per transaction														
		Cable Fee	General Remittance	NT\$300 /per transaction <sup>Note 3</sup>													
	Full Payment		NT\$600 /per transaction <sup>Note 3</sup>														
	Amendment/Rejection of Remittance		NT\$300 /per transaction														
	Cancellation/Inquiry/ Re-remit after Rejection		NT\$300 /per transaction														
	Foreign Currency Draft Remittance (Note: EUR and NZD are excluded)	Handling Fee (Cable fee not included)	Outward Remittance	NT\$50 /per transaction													
Amendment of Remittance			NT\$50 /per transaction (Customer is required to return the originally issued draft, and the Bank then reissues another draft)														
Draft Stop Payment			NT\$1,000 /per transaction														
Cable Fee (Outward Remittance/Amendment of Remittance / Stop Payment/ Inquiry)		NT\$300 / per request (Amendment of Remittance, cable fee is calculated as 2 requests for fee collection).															
**Foreign Currency Remittance in addition to the cable fee, in case of overseas bank service charge, additional fee is collected according to the actual amount) <sup>Note 1</sup>																	
Foreign Currency Cash	Deposit and Withdrawal		The standard fee-collection is based on the cash deposit amount and exchange-rate differential announced at the Customers' acceptance (minimum of NT\$100/ per transaction)  For example: Customer withdraws USD5,000, then the handling fee is 5,000× (29.225-29.025) = NT\$1,000														
			<table><tr><td rowspan="3">Currency</td><td colspan="2">Spot exchange rate</td><td colspan="2">Cash exchange rate</td></tr><tr><td>Ask Price</td><td>Bid Price</td><td>Ask Price</td><td>Bid Price</td></tr><tr><td>USD</td><td>29.02500</td><td>28.92500</td><td>29.22500</td><td>28.72500</td></tr></table>			Currency	Spot exchange rate		Cash exchange rate		Ask Price	Bid Price	Ask Price	Bid Price	USD	29.02500	28.92500
	Currency	Spot exchange rate		Cash exchange rate													
Ask Price		Bid Price	Ask Price	Bid Price													
USD		29.02500	28.92500	29.22500	28.72500												
Cash Exchange between NTD and Foreign Currency		1% of transaction amount (minimum fee collection of NT\$100/ per transaction)		Free													
Foreign Currency	Clean Collection <sup>Note 4</sup>	Handling Fee	0.05% of check's face value (minimum of NT\$200 per check, and maximum of NT\$800)														

Service Items \ Customer Groups			Total Asset <NT\$1 million	Total Asset <NT\$2 million	DBS Treasures Clients (also applicable to DBS Treasures Private Clients)
Clean Bill		Cable Fee		Paying Bank Location	Fee/per transaction
				Taiwan/Hong Kong/Macau	NT\$200
				Asia/ Australia	NT\$250
				America and Other Regions	NT\$300
			(Notice: EUR and NZD are excluded. Cheque of the same paying bank, same currency and same applicant are treated as one transaction. Overseas bank's service charge is collected additionally according to the actual amount.)		

1. DBS Treasures / DBS Treasures Private Clients:

- (1) If your monthly average total asset at the Bank reaches above NT\$ 2 million, you may apply to become the DBS Treasures Client and become eligible to enjoy relevant rights and benefits of DBS Treasures. If your monthly average total asset at the Bank reaches above NT\$ 30 million, you may apply for the DBS Treasures Private Client and become eligible to enjoy relevant rights and benefits of DBS Treasures Private Client. The aforementioned "total asset" refers to the sum of all deposit account balances, all investment current values of investment products (calculated based on the reference price; if reference price is not available, then the notional amount of the investment product is used for calculation) and the accumulated premium paid by the DBS Bank (Taiwan) for the purchase of all valid insurance policies on behalf of the Customer. If the monthly average total asset is less than the minimum requirement for the aforementioned DBS Treasures Client account, and it is required to pay the bank account management fee of NT\$500 per month.
- (2) DBS Treasures/DBS Treasures Private Clients with the monthly average total asset in the previous month reaching above NT\$ 2 million (inclusive) are entitled to enjoy the aforementioned relevant service handling fee discount and are entitled to additional number of handling fee exemptions per month. The Customers with the previous month's total asset reaching above NT\$ 4 million (inclusive) are entitled to 10 times of exemption of fee collections in the current month and customers with the previous month's total asset reaching above NT\$2 million (inclusive) are entitled to 5 times of exemption of fee collections in the current month. **However, for foreign currency T/T / D/D outward remittance cable fee, overseas bank service charge, clean collection service, the handling fee exemption is not applicable.** In addition, for "Foreign Currency Cash Deposit and Withdrawal" customers are entitled to the exemption of the handling fee. The number of times of exemption is calculated based on the equivalent value of US\$5,000 as one calculation unit, i.e., if a customer withdraws US\$12,000, then the number of times of exemption is calculated as 3 times.
- (3) DBS Treasures/DBS Treasures Private Clients' domestic interbank withdrawal-ATM, when it exceeds the number of free exemptions, the fee is collected according to the fee standards for such item.
- (4) For further details on the benefits for DBS Treasures/DBS Treasures Private Clients, please visit our Bank's website.

2. Interbank fund transfer transaction monthly handling fee exemption:

- (1) 50+ and Savings Plus Account, the account is entitled to 15 times of interbank transfer handling fee exemptions per month.
- (2) Upgrade DBS Digital account as of 2019/6/15, customer has valid DBS primary credit card, Mortgage loan, Auto loan, Personal loan not yet pay off or investment product not yet redeemed, can enjoy 15 times inter-bank fund transfer waiver per month. If account didn't upgrade or customer does not meet any of the criteria above, is not applicable for fee waiver.
- (3) Payroll account is entitled to 15 times of interbank transfer handling fee exemptions per month, or based on payroll contracts signed individually.
- (4) For the domestic interbank transfer, the number of times of exemption per month is calculated consolidated for all automated channel transactions. When it exceeds the monthly number of times the exemption, the fee is calculated according to the fee standards of such item.

3. The foreign currency outward remittance amount may not Pay in Full even if customers instruct such service due to the interbank/beneficiary bank may charge the service fee from the remittance amount directly. For foreign currency outward remittance to overseas DBS account and complying with the following scope of service, the Bank will adopt the full amount method for the outward remittance, and the outward remittance cable fee is exempted, DBS Treasures / DBS Treasures Private Clients are entitled to the exemption of the outward remittance cable fee and handling fee.

Scope of service: Beneficiary countries of Singapore, Hong Kong, China, India, Indonesia, Australia, Vietnam, and the outward remittance currency is in USD, EUR, GBP, CAD, CHF, AUD, NZD, JPY, SGD, and HKD. Out of scope: CAD & CHF are not available for Australia. CAD, CHF, NZD, and HKD are not available for Vietnam.

4. For foreign currency clean collection service, if the clean bill currency is in USD, it is limited to the collection of bills of the amount less than US\$50,000 (inclusive) issued by a company/firm and the MICR code shall be clearly visible. Bills subject to any damage, alternation, negotiable endorsement, record of bouncing check are not accepted. This service is only available to Treasures Clients with a transaction corresponding period above 6 months and the previous month's average total asset amount above NT\$ 2 million (inclusive) (or equivalent foreign currency). (However, bills issued by DBS are not restricted by such limitation, and such bills are acceptable.)
5. For the files and documents of the aforementioned service items, if there is a need for retrieval by the external warehousing unit, an additional retrieval fee of NT\$800 shall be collected for each application of each set of documents (calculated according to the month), and fees are calculated separately for the application of different document types.
6. The aforementioned fee collections are applicable to the customers of the Consumer Financial Division. Customers of Offshore Banking Unit (OBU) will be charged in equivalent foreign currency.
7. Overseas withdrawals link to FCY CASA (supported 14 currencies), free: USD, SGD, EUR, AUD, CAD, GBP, CHF, JPY, HKD, NZD, SEK, THB, CNY, ZAR

## Section 2 Physical Gold Withdrawal Handling Fee Standards

### (I) The following fees are charged for the area in which the branch is located

Area	Fee / Per time
Taipei City, New Taipei City	NT\$4,100

Keelung City, Taoyuan City, Yilan City, Yilan County	NT\$6,700
Hsinchu City, Hsinchu County	NT\$9,300
Miaoli City, Miaoli County	NT\$11,900
Taichung City	NT\$15,500
Changhua City, Changhua County	NT\$18,100
Yunlin County	NT\$22,200
Chiayi City, Chiayi County	NT\$24,300
Tainan City	NT\$28,400
Kaohsiung City	NT\$30,500

**(II) Late custodial fee of NT\$500 per incident**

### Section 3 Personal data Collection, Processing, Use and International Transmission Notification

DBS Bank (Taiwan) Ltd. Personal data Collection, Processing, Use and International Transmission Notification  
(2017.09 Version)

I. Dear Customer,

Since the collection of personal data involves your privacy rights and interests, when DBS Bank (Taiwan) Co., Ltd. (hereinafter referred to as the “Bank”) collects your personal data, in accordance with Paragraph 1 of Article 8 of the Personal Data Protection Act (hereinafter referred to as the “Act”), the Bank shall expressly inform you of the following information: (I) the name of the government or non-government agency; (II) the purpose of the collection; (III) the categories of the personal data to be collected; (IV) the time period when, territory where, recipients by whom, and methods by which the personal data is used; (V) the data subject's rights under Article 3 of the Act and the methods of exercising such rights; and (VI) the data subject's rights and interests that will be affected if he/she/it elects not to provide his/her/its personal data.

II. For the purpose of the Bank's collection of your personal data, personal data type as well as the period when, region where, target by whom and method by which the personal data will be used, please refer to the Schedule attached hereto.

III. In accordance with Article 3 of the Act, you are entitled to exercise the following rights with regard to your personal data retained by the Bank:

- (I) Except for the conditions described in Article 10 of the Act, you may make an inquiry, request for review or request for a copy from the Bank; provided, however, that the Bank may collect necessary cost and expense according to Article 14 of the Act.
- (II) You may request for correction or revision of the personal data; provided, however, that according to Article 19 of the Enforcement Rules of the Personal data Protection Act, you are required to provide an explanation on the reason and fact.
- (III) Where the Bank violates the regulations of the Act in the collection, processing or using your personal data, according to Paragraph 4 of Article 11 of the Act, you may request the Bank to delete, to stop collecting, processing or using your personal data.
- (IV) According to Paragraph 2 of Article 11 of the Act, in the event of any dispute regarding the accuracy of the personal data, you may request the Bank to stop processing or using your personal data. However, according to the proviso of said Paragraph, due to the Bank's need for the execution of duties and where such dispute is explained in writing or where a written consent is obtained from you, then such restriction shall not be applicable.
- (V) According to Paragraph 3 of Article 11 of the Act, when the specific purpose of data collection no longer exists or upon expiration of the relevant time period, you may request the Bank to delete, to stop processing or using your personal data. However, according to the provisions of said Paragraph, due to the Bank's need for the execution of duties and where a written consent is obtained from you, then such restriction shall not be applicable.



- IV. To exercise any rights described in the aforementioned Article 3 of the Act, with regard to the exercise method, you may contact the Bank's Customer Service at 02-6612-9889 or may visit the Bank's website: [www.dbs.com.tw](http://www.dbs.com.tw) for inquiries.
- V. You may choose freely whether or not to provide relevant personal data and the type of personal data you wish to provide. However, in the event that the personal data or type of personal data you refuse to provide is the required information for the Bank's service review or operation, then the Bank may not be able to perform the necessary service review or operation, such that relevant services cannot be provided to you or better services cannot be provided to you. We appreciate your understanding.

**Furthermore, please be aware that the content of the obligation in this Notification has been disclosed on the Bank's website ([www.dbs.com.tw](http://www.dbs.com.tw)), and it is a supplementary disclosure only and shall not be treated to replace other personal data use terms and conditions established between you and the Bank, and shall not affect other relevant agreements between you and the Bank. In case of any discrepancy between the other personal data use terms and conditions with the Bank and the content of this Notification, the content of this Notification shall prevail. The Bank shall have the right to revise this Notification according to relevant laws or depending upon the situations, and may also use the methods of oral, writing, telephone, text message, e-mail, fax, electronic document or other method capable of allowing you to understand or to become aware of (including but not limited to providing a website link indicating the content of the Notification via the aforementioned methods) the revised content. Please carefully review the content of the revised Notification when you receive it.**

## Schedule

Description of Specific Purpose			Type of Personal data Collected	Period of Personal data Use	Region of Personal data Use	Target of Personal data Use	Method of Personal data Use
Business Type	Business Specific Purpose	Common Specific Purpose					
I. Deposit and Remittance Business	022 Foreign exchange business 036 Deposit and remittance business 067 Credit card, cash card, ATM card or electronic voucher business 082 Consolidated management regarding the deposit and lending business 112 Bill exchange business 166 Securities, futures, securities investment trust and consulting related business 181 Other businesses in compliance with business items or businesses registered in corporate registration or those specified in Articles of Incorporation or constitutional documents (such as collection of various deposits, general outward and inward remittance, other relevant businesses approved by the central competent authority)	040 Marketing (including marketing business of the Bank and joint marketing, collaborative promotion with a third party) 059 Collection, processing and use performed by financial service enterprise according to regulatory requirements and domestic/foreign official agency supervisory requirements 060 Financial dispute resolution 061 Financial supervisory, management and inspection 063 Collection, processing and use of personal data of natural person performed by non-official agency based on the legitimate purposes 069 Contract, matters similar to contract or other legal relationship management 090 Consumer/ customer management and service 091 Consumer protection 098 Business and technology information 104 Account management and credit trading business 136 Information (communication) and database management 137 information security and management 157 Survey, statistics and research analysis 177 Other financial management business	Name, ID./Uniform Business No. or Passport No., gender, birth date, nationality, household registration information, communication method, telephone number, e-mail address, family status, educational background, nature of work, salary, biometric data, insurance data, the accounts opened with the Bank and the number of times the account has been set as the designated transfer-in account, designated account status (including but not limited to watch-listed accounts, derivative watch-listed accounts, etc.) and other details as described in the content of relevant service applications or contracts. Your personal data collected by the	I. Duration of specific purpose, or II. Preservation period specified according to relevant laws (such as the Business Entity Accounting Act, etc.) or preservation period necessary for the execution of businesses or preservation period according to individual contract information. (whichever is longer shall prevail), or III. Preservation period necessary for the Bank to perform duties or businesses (including but not limited to the sales and marketing of the Bank or collaborative promotion, joint marketing, etc. purposes between the Bank and others), or IV. A longer period further agreed by you in writing (whichever is longer shall prevail).	The domestic and foreign location of the use target listed in the field of “Personal data use target” on the right.	I. The Bank and entrusted institutions by the Bank to handle affairs. II. The Bank and domestic and foreign affiliates of the Bank, parent of the Bank, any subsidiaries, affiliates and offices or branches in any location. III. Other business related institutions (such as: correspondent bank, settlement bank, agency bank, Joint Credit Information Center, National Credit Card Center, Financial Ombudsman Institution, Taiwan Clearing House, Financial Information Service Co., Ltd., Taiwan Stock Exchange, Taiwan Futures Exchange, Taipei Exchange, Taiwan Depository & Clearing Corporation, credit guarantee institution, credit card international organization, order receipt institution and contracted stores, credit rating institution, Non-Life Insurance Association of the R.O.C., Life Insurance Association of the R.O.C., Taiwan Insurance Institute, Taiwan Insurance Guaranty Fund, Taiwan Residential Earthquake Insurance Fund, Motor Vehicle Accident Compensation Fund, Institute of Financial Law and Crime Prevention, Trade Van, National Health Insurance Administration, professional consultant, parties providing professional consultation or	Use of automated machines or other non-automated use method complying with the personal data protection related laws.
II. Loan Business	022 Foreign exchange business 067 Credit card, cash card, ATM card or electronic voucher business 082 Consolidated management regarding the deposit and lending business 088 Loan approval and credit extension business 106 Loan business 111 Bills business 126 Creditor's right discount and purchase business 154 Credit checking 181 Other businesses in compliance with business items or businesses registered in corporate registration or those specified in Articles of Incorporation or constitutional documents (such as bills discount commercial bill acceptance, issuance of domestic letter of credit, guaranteed issuance of corporate bonds, handling of domestic guarantee business, other relevant businesses approved by the central competent authority)	182 Other consultations and consulting service  In addition to the aforementioned common specific purposes, according to the “Specific Purpose and Classification of Personal data of the Personal data Protection					
III. Credit Card business	022 Foreign exchange business 067 Credit card, cash card, transfer card or electronic voucher business 082 Consolidated management regarding the deposit and lending business 085 Emergency assistance for citizens traveling abroad 088 Loan approval and credit-extension business						

	106 Loan business 154 Credit checking 181 Other businesses in compliance with business items or businesses registered in corporate registration or those specified in Articles of Incorporation or constitutional documents (such as: credit card issuance and order receipt business, relative or third party repayment business, credit card contracted store risk management business, etc.)	Act” announced by the Ministry of Justice, it describes the actual handling and providing of businesses, accounts or services of the Bank to you, and the specific purposes and codes that may be involved are as follows. However, the specific purpose of actual collection shall still be based on relevant businesses, accounts or services between you and the Bank:	Bank is described in detail according to the “Specific Purpose and Classification of Personal Data of the Personal Data Protection Act” announced by the Ministry of Justice. However, the personal data actually collected shall still be based on the personal data actually connected for relevant services., accounts or services between you and the Bank as well as from you or a third party (such as: Joint Credit Information Center).			other services to the Bank, insurance companies or insurance brokers having business dealings with the Bank, insurance agents, individuals having actual or potential participation in the contract rights and/or obligations between you and the Bank or parties subject to assignment, bearing or transfer (including the aforementioned agents and consultants), parties planning to transfer/purchase asset and liability/merger and other parties planning to perform similar transactions with the Bank, investors (or potential investors) of the asset securitization transactions (or transactions of generally equivalent economic benefits) initiated by the Bank, arrangement institutions, entrusted institutions or other relevant personnel, recipients of international personal data transmission not restricted by the central competent authority for business objectives, other institutions having business dealings with the Bank, institutions cooperatively providing services to you).	
IV. Outward Remittance Business	022 Foreign exchange business 036 Deposit and remittance business 082 Consolidated management regarding the deposit and lending business 088 Loan approval and credit extension business 106 Loan business 154 Credit checking 181 Other businesses in compliance with business items or businesses registered in corporate registration or those specified in Articles of Incorporation or constitutional documents (such as financial derivatives business, handling of export foreign exchange, import foreign exchange, general outward and inward remittance, foreign exchange deposit, foreign currency loan, guarantee business of foreign currency guaranteed payment, handling of foreign currency margin trading business, other relevant businesses approved by the central competent authority)	013 Public Relationship 014 Public servant property declaration, conflict of interest recusal and political donation affairs 037 Registration of securities and securities holder 081 Personal data legal transaction business 032 Criminal record management 122 Appeal and administrative remedy 052 Legal entity or organization’s internal management on shareholders, members (including representatives designated by shareholders, members), directors, supervisors, executive director, executive supervisor or other members’ list	(I) Identification Type C001 to C003 (such as name, telephone, bank account or credit card number, ID/Uniform Business No. etc.) (II) Characteristic Type C011 to C014 (such as your age, gender, birth date) (III) Family status			IV. Agencies with authority according to the laws or financial supervisory agencies (including but not limited to R.O.C. or foreign government agencies, competent authorities, supervisory agencies, taxation agencies, juridical agencies, arbitration tribunal, dispute resolution institution or other parties designated by the competent authorities).	
V. Securities Business	111 Bills business 044 Investment management 082 Consolidated management regarding the deposit and lending business 088 Loan approval and credit extension business 106 Loan business 154 Credit checking 068 Trust business 094 Property management 166 Securities, futures, securities investment trust and consulting related business 181 Other businesses in compliance with business items or businesses registered in corporate registration or those specified in Articles of Incorporation or constitutional documents (such as investment in securities, handling of government bond dealing business, corporate bond and financial bond dealing business, acting as bond and stock issuance certifier, handling of bond underwriting business, handling of securities	150 Assistive and administrative support management 158 Students (trainees) (including graduates, completion) data management 116 Access security management 121 Overseas Chinese data management 119 License issuance and registration 160 Certificate business management 097 Pension fund and pension management 176 Other collections, processing and use of personal data of natural person based on legitimate purposes 177 Other financial management				V. Targets agreed by you (such as companies performing joint sales and marketing with the	

	issuance/registration/transfer and dividend and bonus issuance affairs, provide consulting business for securities issuance/raising, concurrent operation of securities investment consulting business, act as trustee for bond issuance, concurrent operation of fixed-income securities proprietary business, handling of agency for trading of foreign bonds business, handling of bond dealing business, other relevant business's approved by the central competent authority, etc.)	business 077 Reservation, accommodation registration and ticket purchase business 129 Accounting and relevant business 127 Fund raising (including public welfare fund raising business) 173 Other public agency's supervisory and management for business objectives 113 Petition, appeal and complaint case handling 148 Internet shopping and other e-commerce business 152 Advertisement and commercial activity management 007 Real estate business 109 Education or training administration 078 Planning, control evaluation and other evaluation management 058 Social service or social work 168 Passport, certification or document certificate handling 031 National health insurance, labor insurance, farmer insurance, national pension insurance, or other social insurance 025 Crime prevention, criminal investigation, execution, correction, protective decision, criminal victim protection or after-care protection affairs Airline corporate/hotel group mileage point conversion Corporate card sales consumer information satisfaction survey or customer related questionnaire Procedure for Know Your	C021 to C024 (such as whether you are married, name of spouse) (IV) Social status C031 to C041 (such as your home and facility, passport, travel detail, occupation, driver license, home address, property information, work permit document, resident certificate document, personal consumption mode) (V) Education, examination, technique or other professionals C051 to C054 (such as your educational background, graduate school, expertise) (VI) Employment status C061 to C064 and C066 to C068 (such as your employer, job title and			Bank or exchanging the use of customer information, companies performing cooperative promotion business with the Bank).	
VI. Wealth Management Business	022 Foreign exchange business 036 Deposit and remittance business 044 Investment management 068 Trust business 082 Consolidated management regarding the deposit and lending business 166 Securities, futures, securities investment trust and consulting related business 094 Property management 154 Credit checking 181 Other businesses in compliance with business items or businesses registered in corporate registration or those specified in Articles of Incorporation or constitutional documents (such as financial derivatives business, monetary trust, monetary bond and its collateral trust, securities trust, real property trust, superficies right trust, entrusted custody securities investment trust fund, non-discretionary money trust investment of foreign securities and domestic securities investment trust fund, other relevant business's approved by the central competent authority, etc.)						
VII. Insurance Agency Business	065 Insurance brokerage, agency, notarization business 001 Life insurance 093 Property insurance 020 Agency and brokerage business 066 Insurance commission 181 Other businesses in compliance with business items or businesses registered in corporate registration or those specified in Articles of Incorporation or constitutional documents						

VIII. Other businesses in compliance with business items or businesses registered in corporate registration or those specified in Articles of Incorporation or constitutional documents, or other relevant businesses approved by the central competent authority	181 Other businesses in compliance with business items or businesses registered in corporate registration or those specified in Articles of Incorporation or constitutional documents (such as financial derivative business approved by competent authority, trust business, underwriting with best efforts of government bonds/treasury bonds/corporate bonds and stocks, handling of custody and warehouse business, commissioned sale of gold/gold coins and silver coins, business approved according to the Trust Enterprise Act, government bond dealing business, handling of rental of safe deposit box business, handling of custody business, commissioned sale of commemorative coin, financial consulting business related to financing business, gold passbook business, electronic financial business, agency collection business, joint marketing or collaborative promotion business and other relevant business's approved by the central competent authority) )	Customers Risk Management Anti-money laundering, crime, prevention of fraud, investigation and management Cooperating with terrorist investigation and economic sanction, actions for preventing and suppressing aids to terrorist activities, organization and members thereof Tax declaration according to request of the government of R.O.C or governments of foreign countries Performing outsourcing operations Litigation, non-litigation, arbitration or other affairs for the purpose of resolving conflicts Transactions of transfer of credit/debt, merger or similar transactions or asset securitization	salary) (VII) Financial details C081 to C089 and C091 to C094 (such as your total income, insurance type, insurance coverage, insurance amount, insurance period, maturity date, premium, insurance compensation, total income, loan, foreign exchange transaction record, credit limit and bill credit) (VIII) Business information C101 to C103 (such as the type of your business operation.) (IX) Health and others C111, C114 to C116, C118, C119 (such as your medical treatment and diagnosis record) (X) Other various information C131 to C133 (such as e-mail not categorized and unclassified information)				
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