

DBS Bank (Taiwan) Ltd. General Terms and Conditions Governing Account

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General Terms and Conditions Governing Account

Standard Terms





FIRST ASIAN BANK TO ACHIEVE CRYSTAL MARK FOR PLAIN ENGLISH IN CORPORATE ACCOUNT TERMS

General Terms and Conditions Governing Account Standard Terms

1 Introduction

- 1.1 By having any **account** with us or by using any of our services, you agree to these **standard terms**, any **country terms** that apply and any other terms which we may tell you about which apply to our products or services. These **standard terms**, together with the **country terms** that apply, replace all previous standard terms and conditions which may have applied to your **account** and our services.
- 1.2 If there is any difference in the terms which apply to our specific products and services, our **country terms** and our **standard terms**, the terms which apply to specific products or services will take priority, followed by the **country terms** and lastly the **standard terms**.

2 Definitions

- 2.1 In these **standard terms**, the following words have the following meanings.
 - (a) **Account** means each account you open with us.
 - (b) Agreement means these standard terms, the relevant country terms and any other specific terms and conditions agreed between us which apply to your account or any products or services you can access through your account or which are linked to your account.
 - (c) **Business day** means any day (other than a Saturday or Sunday) we and, if another jurisdiction (country, state, territory or region) or another currency is involved, banks in the main financial centre of that jurisdiction, are open for general banking business.
 - (d) **Country terms** means the terms and conditions for that specific jurisdiction where you open your **account** which amend these **standard terms** or are added to them.
 - (e) **Electronic services** includes any electronic service we offer to use with your **account**.
 - (f) **Our members** means DBS Bank Ltd and its branches, parent company, representative offices, agencies, subsidiaries and affiliates (including any branches or representative offices of any subsidiary or affiliate).
 - (g) **Standard terms** means these corporate account standard terms.







- (a) When we refer to a 'person', we also mean that person's executors, personal representatives and anyone authorised to take over their legal rights. 'Person' also includes an individual, a partnership, a corporate organisation, an unincorporated association, a government, a state, an agency of state and a trust.
- (b) 'Including' means 'including without any limitations'.
- (c) A 'regulation' includes any regulation, rule, official directive, request, code of practice or guideline (whether or not having the force of law) of any government organisation, agency, department, taxing authority or other authority or organisation in any jurisdiction.
- (d) Whenever we refer to a law or regulation, we mean any amendments to it and related legislation.
- (e) Any agreement includes any amendment, supplement, or replacement to that agreement.
- (f) 'We', 'us' and 'our' means any of **our members** where you open your **account** and where it is maintained, or which provide you with a service.
- (g) 'You' or 'your' means the **account** holder or the person we have agreed to provide a service to.
- **3** Opening and managing your account
- 3.1 <u>Requirements</u>. For any account you open with us or service we provide to you, we may set limits on how much you need to have in your account when it is opened, credit balances, amounts on which we will pay interest and types of currencies that we may accept, as well as our charges, commission and usual interest rates and any other requirement we may tell you about. We may decide to change your account number if we have to do so in connection with our business, or if you change the constitution of your business. However, we will tell you before we do this.
- 3.2 <u>Information</u>. You must give us all documents, information and authorisation we reasonably need to open and maintain your **account**. This includes for the purposes of us meeting 'know your customer', anti-money-laundering and anti-financing-terrorism requirements and any other laws and regulations which we need or agree to keep to. You must tell us promptly, in writing, of any change in any documents, information or authorisation given to us, and give us supporting documents and evidence of any change.
- 3.3 <u>Authorised signatories</u>. You must give us your mandate for operating your **account** and tell us promptly, in writing, of any change in your mandate. If your **account** is operated by your authorised signatories (people you have given





permission to operate the **account**), you must give us their names and specimen signatures and tell us promptly, in writing, if there is any change to them. We will tell you if we cannot accept any authorised signatory due to our policies or any law or regulation which we need to keep to or agree to keep to.

- 3.4 <u>Changing the authorised signatories</u>. We will act on any instruction which we in good faith believe has come from your authorised signatories we have in our records. This will apply until we have received notice from you, in writing, that there has been a change to your authorised signatories and we have had a reasonable time (at least seven **business days** from receiving your notice), to change our records, after which we will act on instructions from the new authorised signatories.
- 3.5 <u>Account 'in trust'</u>. If you open an **account** in your name 'in trust' or 'as nominee' or in some other similar role, or as a capital markets services licence holder (or the equivalent) holding segregated clients' accounts, the following will apply.
 - (a) We will not recognise any person (other than you as the **account** holder) as having any interest in your **account**.
 - (b) We will accept requests to pay money into and take money out of your account, and other instructions relating to your account, from you or your authorised signatories only.
 - (c) It is your responsibility to manage this **account** for the benefit of your beneficiaries, and we have no responsibility to monitor this.
- 3.6 <u>Partnership account</u>. If you open an account as a partnership, it is your responsibility to tell us promptly, in writing, about any change in the constitution of the partnership, for example, as a result of the death of any partner, being made bankrupt, retiring, or for any other reason. We may treat the remaining partners or the new partners (or both) as having full authority to manage your account as if there had been no change in the partnership. This applies unless we receive notice otherwise, in writing, from one of the remaining partners, the executors or legal personal representatives or trustees of any partner who has died, or the 'trustee in bankruptcy', liquidator or similar officer of any partner who has been made bankrupt or is insolvent.

4 Payments in and out of your account

4.1 <u>Payments into your account</u>. You may pay money into your account in currencies we accept and in any way we accept or agree to. We may charge you for certain methods of paying in money at rates we will tell you about. We will only accept payments into your account made in foreign currencies on a business day. The date the money is received as payment into your account will depend on current market practice or as we decide in line with our normal banking practice.





- 4.2 <u>Receiving funds</u>. If payment into your **account** is made by any method which needs clearing and settlement (for example, cheques), or through domestic or international transfer of funds, we do not have to credit your **account** before we actually receive the funds. If we credit your **account** before receiving the funds, this will be on the condition that we receive the funds, and we will deduct the money from your **account** if we do not receive the funds.
- 4.3 <u>Fixed or time deposits</u>. For money you have put into a 'fixed' or 'time' deposit which is not set up to automatically renew, you need to tell us what to do with the money on or before the maturity date. (If you make, for example, a three-month fixed deposit, the maturity date would be three months from when you make the deposit.) If we do not hear from you, we may put your money, and any interest it has earned, back on deposit (redeposit it) for the same term as the original fixed or time deposit, using the interest rate which applies to your deposit at the time (or any other rate as we may decide). For fixed or time deposits which are set up to renew automatically, we will automatically redeposit the amount, and any interest it has earned, when it reaches the maturity date. This will be redeposited for the same term and at the interest rate which applies to your deposit at the time (or any other rate as we may decide), unless you tell us otherwise at least two **business days** before the maturity date.
- 4.4 Withdrawals.

You agree to the following.

- (a) You must keep enough funds in your account to cover all payments and withdrawals and make sure these funds are readily available. If payments cannot be made from your account because there are not enough funds in the account, we may charge you a fee for the unsuccessful payment. If your account does not have enough funds and we decide to allow a payment from your account or for your account to go overdrawn, you must pay all overdrawn amounts immediately, together with any interest and any other charges at our then current rates.
- (b) You can withdraw money from your account in any way which we accept or agree to. If you ask, we may (but do not have to) allow you to withdraw funds in a different currency from the currency in which your account is held. If we do this, our rate of exchange at the time you withdraw the money will apply. If you want to withdraw a substantial amount of cash in a specific currency, this will depend on the cash in that specific currency we have available. You may have to give us notice beforehand.
- (c) We may allow you to end or withdraw a fixed or time deposit early, but you would have to pay the charges and costs agreed in the country terms or as we decide.





- (d) We may not allow you to withdraw money from your account, and may not carry out any transaction or any matter relating to your account if:
 - (i) we are not able to confirm your identity, or that of your authorised signatory to our satisfaction;
 - (ii) we, acting reasonably, believe the request or instruction is not genuine, clear or complete;
 - (iii) we believe that the signature is different from the specimen signature of the authorised signatory you gave us or the instruction is not signed in line with the mandate you gave us;
 - (iv) funds in your account have been earmarked (set aside) for any reason, resulting in there being not enough funds to meet your request or instruction;
 - (v) your account is closed or suspended; or
 - (vi) we have to keep to any regulatory, legal, court or statutory requirement, request or order which relates to the following.
 - If we are told not to make the payment or allow the withdrawal.
 - If we have to pay any government body (or agency).
 - If we have to freeze your account.
 - If we are prevented from processing your request or instruction.
- 4.5 <u>Transferring funds</u>. We may accept an instruction to transfer funds between your account and any other account belonging to you or any other person which is maintained with us or any other financial institution if we have the necessary arrangements in place. We will try to process your request to transfer funds on the day we receive your instruction or as soon as we can on the next business day or within the time provided in the country terms. You are responsible for making sure you give us the correct information (including details of the person you want to transfer the funds to) so that the transfer is successful. We do not have to check any information you give us in your instruction. We may set limits on transferring funds (for example, on the amount to be transferred or on how often you use the service).
- 4.6 <u>Place of payments</u>. We will only pay money which you have in your **account** from **our member** where you hold your **account** or from any of that member's branches in the same jurisdiction where you hold your **account**. We will not pay it from any of **our members** or their branches in any other jurisdiction.





- 5 Interest, fees and charges
- 5.1 Interest payments. We will pay interest on the daily cleared and available credit balances of the funds in your interest earning account or accounts. This will be at the current interest rate that applies to the account at that time or at a rate you and we agree. We will not pay you interest on any unclaimed balance in a closed or suspended account or an account which we have listed as dormant. We may consider an account to be dormant if we consider that there has been no transaction made by you or no activity on the account has been carried out for a certain period of time. If you close an account that we have agreed to pay interest on, we will pay interest up to (but not including) the date you closed the account.
- 5.2 <u>Charges, fees, costs, and so on</u>. You must pay all fees, charges (including foreign-exchange commission or charges), costs, expenses and commissions in relation to your account and our services at the rates which apply at that time or as you and we agree. If, in the case of electronic payments, if it is not clear who should pay the charges, you will pay our charges and whoever receives the payment will have to pay the agent bank's charges.

6 Account statements

- 6.1 <u>Account statements</u>. In line with our normal banking practice, we will send you account statements through the post or our electronic services or by any other method we have agreed with you. You must tell us in writing if you do not receive an account statement within seven days of when you usually receive it. If you do not tell us, we will treat you as having received it. If you tell us about or we become aware of any incorrect or missing entry, information or amount in the account statement, we will correct the error and tell you promptly.
- 7 Our responsibilities
- 7.1 <u>Care and skill</u>. When providing you with any service in relation to your account, we will act with reasonable care and skill in line with the standards and practices of the banking industry and this agreement. We will decide the date that a transaction is recognised in line with the standards and practices of the banking industry.
- 7.2 <u>Agents and so on</u>. In providing our services to you, we may use any system for communication, clearing, settlement or payment, intermediary or correspondent bank, agent or other person or organisation. We will act in line with any rules and regulations of any system for clearing, settlement or payment, intermediary or correspondent bank that we choose and any international laws, rules and regulations that apply. You acknowledge that we and our correspondent bank also have to act in line with the laws and regulations of various jurisdictions which





relate to money laundering, terrorism funding and legislation or rules on sanctions (for example, political measures taken against one or more jurisdictions).

7.3 <u>Using other organisations</u>. As far as we are allowed under the laws or regulations that apply, we may pass or subcontract any part of our banking operations to anyone in any jurisdiction. We may also deal with and use the services of any of our members when providing our services to you.

8 Your responsibilities

8.1 Monitoring your account.

It is your responsibility to do the following.

- (a) Monitor the balance of your account and promptly tell us in writing of any unauthorised payments or withdrawals from your account or of any suspicious matter to do with your account.
- (b) Check all account statements (including electronic statements and transaction records), and promptly tell us in writing of any unauthorised or wrong entries (payments in or out) or other inaccuracies. You must do this within 14 days from receiving the statement or, in the case of an electronic statement, within 14 days from the date of the statement. If you do not do this, you have accepted your account statement, electronic statement or transaction record to be correct, final and conclusive.
- (c) Promptly tell us in writing about any change in your postal address, phone number, fax number or email address that we use to communicate with you, or any relevant change to any of your information we have in our records (including your signature, authorised signatory and mandate). You must also send us any documents we need to support this change. We will need at least seven business days from receiving this information to change our records, after which the updated change will apply.
- (d) Take reasonable care and precautions and have adequate internalcontrol procedures and security arrangements to prevent fraud, forgery or other unauthorised use of cheques, payment instructions, withdrawal requests and so on in relation to your account or service.
- (e) Tell us immediately if you become aware of any actual or suspected fraud, forgery or other unauthorised use of your account or any other matter concerning your account that you think looks suspicious.
- (f) If you use cheques, you must immediately:





- (i) tell us in writing if you do not receive a chequebook within two weeks of asking for it;
- (ii) tell us about, and put a 'stop' on, any cheque which is lost or stolen; and
- (iii) return or destroy all unused cheques when your account is closed, to prevent any fraud, forgery and unauthorised use of your account.
- 8.2 <u>Instructions</u>. When you ask us to pay, withdraw or transfer funds, it is your responsibility to make sure that you give us complete, clear and accurate information (including all information we need in our standard application forms) so we can carry out your request.
- 9 Suspending and closing your account
- 9.1 You or us closing your account. Either of us may close your account at any time and, if it says so in the country terms, the person closing the account will give notice to the other before they do so. When your account is closed, you must pay us promptly all amounts you owe us, including overdrawn amounts (if any), interest, costs, expenses, commission and any other charges you owe on the account. If your account is in credit, we will pay you the balance (after deducting any amount you owe us) by posting a cashier's order or a banker's draft for the balance to the address we have for you in our records or in any other way we decide. We will not pay interest on unclaimed balances of closed accounts. This agreement will continue to apply until you and we have met all of our responsibilities.
- 9.2 <u>Us suspending or closing your account</u>. We may immediately suspend, freeze or close any account at any time without giving you notice or without giving any reason if:
 - (a) any law or regulation which we have to keep to makes it illegal to maintain or allow you to continue to use your account;
 - (b) we decide or have reason to suspect that the account is being used for or in connection with any fraudulent or illegal activities or transactions (including gambling, money laundering, funding terrorism, or tax evasion);
 - (c) we find out about a continuing or potential dispute or any allegation of fraud or wrongdoing in your organisation or your management team or between your directors, shareholders, authorised signatories or your partners;
 - (d) we receive instructions from your authorised signatories or any of your directors or partners (whether or not the director or partner is an





authorised signatory to your account) which contradict your instructions; or

(e) you fail to keep to any part of this agreement.

Where we are allowed under relevant laws and regulations, we will tell you we have suspended or closed your account as soon as we can.

- 9.3 <u>Ending our services</u>. When your account is closed or suspended, we will automatically end all services in connection with the account.
- 10 Money you owe us
- 10.1 <u>Money you owe us for charges, fees, interest and taxes and so on</u>. If you owe us any money, fees, interest, commission, costs, tax, charges or other amounts (whether due immediately or later), we have the right, at any time, without giving you notice, to set off and deduct from your account the amount owed, even if this would make your account overdrawn. To do this, we may also combine or consolidate all or any of your accounts with us, whether your accounts are held in your name only or jointly with others. If we need to convert currency, we will do so using our currency exchange rate in force at the time.
- 10.2 <u>Funds added by mistake</u>. If funds are credited to your account by mistake, we may, once we are aware of the mistake, immediately deduct the funds from your account. We will tell you about the mistake and the amount we have deducted. If you have used or withdrawn the funds, you must return the funds to us as soon as we have told you about the mistake.
- 10.3 <u>Our rights</u>. Our rights under this clause apply as well as any security interest (for example, mortgage or pledge), right of set-off or other rights we may have under any law which applies.
- 11 Covering us against loss
- 11.1 <u>Indemnity</u>. You agree to indemnify (cover) us against or pay to us (or both) all losses, damages, expenses, costs (including legal costs we pay or have to pay to our lawyers and losses, damages, expenses and costs arising out of claims or proceedings) which we may pay or have to pay as a result of:
 - (a) any dispute you have or may have with your beneficiaries about opening, managing or maintaining your account;
 - (b) us acting on the instructions of your authorised signatories which we believe in good faith to be genuine; and
 - (c) you failing to keep to any part of this agreement.





- 11.2 <u>What we are not legally responsible for</u>. We will not be liable for any loss, damage, expense, cost, claim or proceeding, whether direct, indirect or consequential and whether arising under contract or not which you, or any other person, may suffer or face due to the following.
 - (a) Us delaying or failing to carry out our responsibilities to you, if that delay or failure results from:
 - (i) us keeping to this agreement or to any law or regulation, order of court of the relevant jurisdiction, exchange controls or currency restrictions or sanctions legislation, anti-moneylaundering or anti-financing-terrorism laws and regulations;
 - (ii) a payment or communication system failure, power failure, computer breakdown, mechanical fault or failure, problem or fault in any software program, or any government restrictions, intervention, emergency procedures or suspension of trading by any relevant market, civil order, act or threatened act of terrorism, natural disaster, war, strike or other circumstances beyond our control; or
 - (iii) us using any communication, clearing, settlement or payment system, intermediary or correspondent bank, agent, or anyone else we may choose, to carry out our responsibilities to you, or their act or failure to act.
 - (b) You failing to keep to the terms of this agreement or in any way being involved in fraud, forgery or other unauthorised use of your account.
- 12 Foreign-exchange risks, currency risks and so on
- 12.1 International payments. International payments are made under the rules and regulations of the relevant system for clearing, settlement or payment with which we and any intermediary or correspondent bank must keep to, and the laws and regulations of the jurisdiction where the payment is to be made. If you ask us to transfer funds to another jurisdiction, we will generally not convert those funds into the currency of that jurisdiction, unless you ask us to or we have to under the laws, rules and regulations of that jurisdiction.

12.2 <u>Tax and currency risk</u>. For foreign-currency accounts, you agree that:

(a) you will be responsible for any taxes and you will accept the risk of loss in value of currency, or funds not being available for withdrawal at any time or when they become due for payment (if this applies) due to restrictions on converting currency, the availability of funds in that currency or transfers by the jurisdiction of origin of that currency, or any government action; and





(b) if the foreign currency is currency of any state or country of a monetary union, if anything relating to the monetary union happens which restricts availability, conversion, credit or transfers of that foreign currency or makes it impossible or impractical for us to carry out our obligations to you concerning that foreign-currency deposit or balance in your account, we do not have to pay you the funds in your account, whether in that foreign currency or any other currency.

Also, if we reasonably decide that we cannot effectively use the foreign-currency funds deposited with us, we may do one or more of the following.

- (i) Suspend, stop or reduce our interest payments on the funds for a period we may reasonably decide.
- (ii) Charge you interest or other charges on the deposit at our rates which apply at that time.
- (iii) In the case of fixed deposits, change the term of the fixed deposit.

If any of the above happen, we will tell you as soon as possible.

- 12.3 <u>Risks of foreign exchange</u>. You agree that we can convert funds, at our rate of exchange which applies at the time, to the currency of your account and you will accept any loss in value of the funds resulting from changes to the foreign exchange rate if:
 - (a) you make deposits, withdrawals or transfers in a currency which is different from the currency of your account;
 - (b) refunds into your account for unsuccessful transfers or payments are in a currency different from the currency of your account; or
 - (c) we need to convert currency in connection with fees, charges or any transactions in relation to your account.
- 13 Sanctions
- 13.1 <u>Keeping to sanctions.</u> Specific sanctions and regulations are imposed and enforced against certain countries, organisations and people by the United States of America, the United Nations, the European Union, Monetary Authority of Singapore and other government and regulatory authorities in the jurisdiction where your account is opened and held. Under these measures, we or our agents may not be able to process or take part in transactions which may result in us not keeping to these sanctions or regulations or our internal policies relating to sanctions. As a result, we may, without affecting any other terms of this agreement:





- (a) refuse or delay in acting on your instructions or any transaction;
- (b) suspend, freeze or close your account immediately; or

(c) pay you in alternative currencies based on a rate of exchange reasonably decided by us.

We will not be liable for any loss, damage, expense, cost, claim or proceeding, whether direct, indirect or consequential, which you or any other person may suffer or face due to us exercising any of our rights in this clause.

- 14 Your information
- 14.1 <u>Customer information</u>. We will treat information relating to you, your account and transactions on the account as confidential. However, unless the law says otherwise, you give us and our members permission to give any information relating to you, your account and your transactions and any member of the group of companies to which you belong, to the following.
 - (a) Our members (including any successors).
 - (b) Our advisers, data carriers, service providers and agents and any person providing services to any of them for meeting any internal requirements or to manage risk or to investigate a customer before entering into a relationship or an agreement with them or for providing banking and other services or products to you and any member of the group of companies to which you belong.
 - (c) Any person (including any regulatory or government organisation or quasi-governmental authority (for example, a government or stateowned company or enterprise), agency, department or regulatory (including self-regulatory), financial, taxing or other authority or organisation), in any jurisdiction, in so far as we need to do so to keep to relevant laws and regulations or any order, directive or request which we are required to keep to, or which we in good faith believe that we should keep to.
 - (d) Anyone who takes over or may take over all or part of our rights or obligations under this agreement or anyone this agreement (or any part of it) is transferred to or may be transferred to.
 - (e) Any person who we believe in good faith to be your director or other officer, shareholder, partner (in the case of a partnership), account signatory or legal advisor, or in the case of a trust account, the beneficiary of the account.
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Anyone we believe in good faith it is reasonable to give it to.

- 14.2 <u>Legal right to release information</u>. Our rights under this clause apply as well as, and without affecting, any other rights to release information which we may have under any agreement we have with you or any laws and regulations that apply.
- 14.3 <u>Continuing permission</u>. The permission you give by agreeing to this clause 14 will apply even after this agreement ends and your account is closed.

15 Communication

- 15.1 <u>Communication from us</u>. In line with our normal banking practice or as agreed with you, we may send any account statement, deposit confirmation or confirmation of any transaction, correspondence, notice or other communication to you by:
 - (a) hand or by post to the postal address we have for you in our records;
 - (b) fax to the fax number we have for you in our records;
 - (c) email to the email address we have for you in our records; or
 - (d) using our **electronic services** or any other electronic media.

Where necessary, we can also give any notice and communication through the press, radio, television, internet or any other media we choose.

15.2 Any communication from us to you will apply from:

- (a) if delivered by hand the time it is delivered;
- (b) if sent by post three **business days** after posting;
- (c) if sent by fax at the time shown in our transmission report as being successfully sent;
- (d) if sent by email at the time we send it to your email address;
- (e) if sent by **electronic services** at the time it was sent; and
- (f) if made through the press, radio, television or internet at the time it was made.
- 15.3 <u>Communication from you</u>. Any notice, instruction, correspondence or other communication you give us must be in writing and we must receive it. We may accept instructions by phone or over the counter, by fax, by our **electronic services** or by any other method we may agree with you. You must give us any application forms, authorisations or other documents we may need to do this.





- 15.4 Lost or delayed communication. Neither you nor we are responsible if any communication is delayed, intercepted, lost or in any other way fails to reach the other when it is being delivered or sent. This also applies if anyone else becomes aware of the contents of any communication when it is delivered or sent.
- 16 Changes to these standard terms
- 16.1 <u>Changes</u>. At any time, we may make changes to these standard terms or the country terms. We will give you reasonable notice of changes by either sending you the revised terms, putting them on our website and telling you about them or publishing them in the media. All changes will apply from the date stated in the notice or public announcement.
- 16.2 <u>Not accepting these terms</u>. If you do not accept the revised standard terms or the revised country terms, you have the option to close your account before they take effect. If you do not close your account after the date the revised terms come into effect, we will treat you as having agreed to the changes.
- 17 General
- 17.1 <u>Representation</u>. You agree that you will meet your responsibilities under this **agreement** and that all communication or documents you give us electronically or by fax or as photocopies are true copies of the originals, and that the originals are authentic and complete. You confirm that your obligations under this **agreement** are valid, binding and enforceable in line with their terms.
- 17.2 <u>Recording</u>. We may record any telephone conversations we have with any of your directors, officers or authorised signatories. These recordings will be our property and will, unless there is an obvious mistake, be conclusive proof of the conversation.
- 17.3 <u>Scanned records</u>. You agree that scanned records, electronic data or images of any form, cheque, method of payment or other electronic documents, instruction or communication in connection with your **account** can be used as evidence in any court proceedings as proof of their contents.
- 17.4 <u>Joint and separate responsibility</u>. If an account is held by two or more people jointly, or two or more organisations or business names, the account holders will be jointly and severally (jointly and separately) responsible under this agreement.
- 17.5 <u>Keeping documents.</u> We will keep original documents (for example, cheques, bonds, drafts, bills of exchange) and store any electronic data or images in relation to these documents, for as long as the law and the standards and practices of the banking industry say we must. After this time we may destroy them.





17.6 <u>Tax and other charges</u>. You must make all payments you owe us under this agreement without deducting any tax or other charges payable in relation to the payments.

- 17.7 <u>Enforcing the conditions</u>. If any of these **standard terms** or the relevant **country terms** cannot be enforced or is no longer valid, it will not affect any of the other terms of the **standard terms** or **country terms**.
- 17.8 <u>Failing to enforce our rights</u>. If we decide not to enforce any of our rights under this **agreement**, it will not mean we will not do so in the future. It also does not mean the right no longer exists.
- 17.9 <u>Assignment</u>. You may not assign or transfer any right or obligation under this **agreement** without giving us notice in writing and getting our permission in writing beforehand. You agree that we may assign all or any of our rights and transfer all or any of our rights and obligations under or in connection with this **agreement**.
- 17.10 <u>Governing law</u>. These **standard terms** and the relevant **country terms** are governed by the laws of the jurisdiction where your **account** is opened and held.
- 17.11 <u>Other languages</u>. If these **standard terms** or any **country terms** are translated into a language other than English and there is any difference or inconsistency between the two, the English version will apply (unless otherwise agreed in the **country terms**).

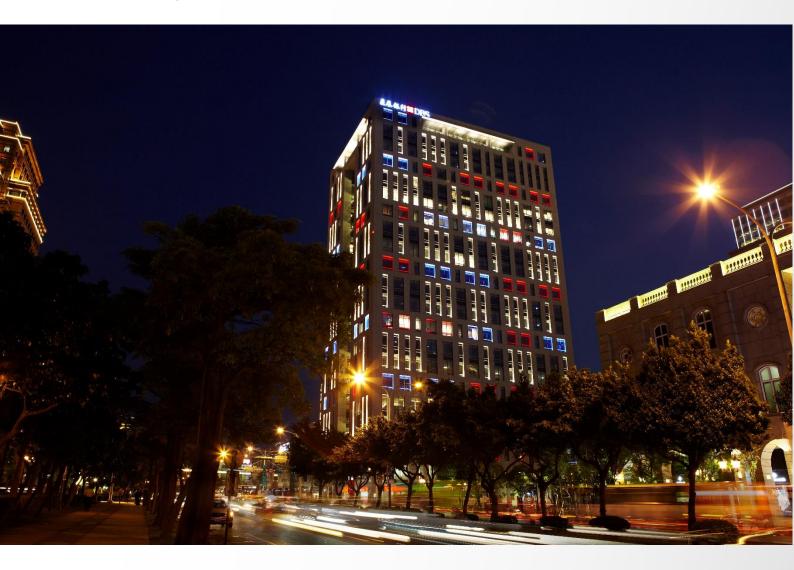






General Terms and Conditions Governing Account

Country Terms - Taiwan





FIRST ASIAN BANK TO ACHIEVE CRYSTAL MARK FOR PLAIN ENGLISH IN CORPORATE ACCOUNT TERMS

General Terms and Conditions Governing Account Country Terms - Taiwan

1 Introduction

- 1.1 These **country terms** apply to your **accounts** with us and our services you may use in Taiwan. These **country terms** will apply as well as the **standard terms**.
- 1.2 The definitions in the **standard terms** will also apply to these terms.
- 1.3 If the **standard terms** and these **country terms** are translated into English and there is any difference between the Chinese version and the English version, the Chinese version will apply.
- 1.4 <u>Banking hours.</u> The banking hours are from 9am to 3.30pm on a normal **business day**, and we will process any transaction made outside these hours during banking hours on the next **business day**.

2 Passbooks and transaction records

- 2.1 <u>Passbook for reference only.</u> Your passbook is for your reference only and the balance that is shown in your passbook is not necessarily the current balance of your **account**.
- 2.2 <u>Transactions without your passbook.</u> You may make deposits, withdrawals or charges to or from your **account** without using your passbook or without any entry being made in your passbook. We may consolidate (add together) transactions which are not entered in your passbook, and print only the total credit and debit amounts in your passbook when it is updated. We may send you a statement of transactions not entered in your passbook.
- 2.3 If any statement we send to you is returned or cannot be delivered, unless the law says otherwise we may stop sending you statements. This will protect your account information until you call in at one of our branches to ask us to start sending them again.
- 2.4 <u>Loss of or damage to your passbook.</u> If your passbook is lost or damaged, we may issue you with a new one, as long as you pay any fees we may set from time to time.
- 2.5 Your responsibilities. You must:
 - (a) keep your passbook safe at all times;
 - (b) immediately tell us in writing if your passbook is lost or stolen; and
 - (c) update your passbook regularly.





3 Interest

Interest rates and calculating interest. We do not pay interest on deposits in 3.1 your cheque account. For demand deposit accounts, if the balance in a demand deposit account at the end of one day falls below the minimum balance requirement, we will not pay interest on the balance for that day. (The minimum balance requirements are New Taiwan dollar (NTD) demand deposit: NTD10,000; NTD demand savings deposit: NTD5,000; foreigncurrency demand deposit: United States dollar, New Zealand dollar, pounds sterling, Canadian dollar, euro, Swiss franc, Singapore dollar and Australian dollar: 100 units of the relevant currency; Hong Kong dollar: HKD1,000; Japanese yen: JPY10,000; renminbi (RMB) : CNY 500.) For time deposit accounts, the minimum amount requirements are NTD time deposit: NTD10,000; NTD time savings deposit: NTD10,000; foreign-currency time deposit: United States dollar, New Zealand dollar, pounds sterling, Canadian dollar, euro, Swiss franc, Singapore dollar and Australian dollar: 1,000 units of the relevant currency; Hong Kong dollar: HKD10,000; Japanese yen: JPY100,000; RMB: CNY 5,000.

We will calculate interest in the following ways.

- (a) NTD (New Taiwan dollar) deposits: We will calculate interest on account balances based on 365 days per year. We will calculate interest daily on deposits in all current accounts which apply at our board interest rate. Unless we agree otherwise, we will calculate all interest according to the actual number of days since the deposit was made (that is, board rate ÷ 365 x actual number of days since deposit was made), and add this to your demand deposit account on the last business day of the month. (If the last day of the month is not a business day, we will calculate the interest until the last calendar day of the month.) For cash deposits, transfers and payments into NTD demand deposit accounts through cash machines or internet banking outside banking hours, the date on which the cash deposits, transfers and payments are made will also count towards the actual number of days since the deposit was made when calculating interest.
- (b) Foreign-currency deposits: We will calculate interest on the account balances of pounds sterling, Hong Kong dollars or Singapore dollars based on 365 days per year. We will calculate interest on deposits made in any other currency based on 360 days per year. We will calculate interest daily on deposits in all foreign-currency current accounts which apply at our board interest rate. Unless we agree otherwise, we will calculate all interest according to the actual number of days since the deposit was made (that is, board rate ÷ 365 or 360 x number of days since the deposit was made), and add this to your foreign-currency demand deposit account on the last business day of the month. (If the last day of the month is not a business day, we will calculate the interest until the last calendar day of the month.)





- 3.2 <u>Deposit insurance.</u> We belong to a deposit insurance scheme. Your deposit with us is covered by the deposit insurance (depending on the type of deposits and relevant limits as stated in the Deposit Insurance Act). The negotiable certificate of time deposit, which can be transferred, is not covered by the deposit insurance.
- 4 Charges, fees, costs and taxes
- 4.1 <u>Fees and fee schedule.</u> We are entitled to set a charge, fee or cost in connection with your account and our products and services. See the fee schedule (Annex IV) for more details.
- 4.2 <u>Minimum balance and service charges.</u> We may, from time to time, set or adjust the minimum balance for your account, as required by regulations. If you fail to keep the minimum balance required in your account, you may have to pay us a service charge that we set.
- 4.3 <u>Tax.</u> By law, we can withhold any tax you owe and you authorise us to take this amount from your account. If you are exempt from paying this tax, you are responsible for applying for the exemption and providing us with the relevant evidence.
- 5 General
- 5.1 <u>Set-off.</u> Without affecting other clauses in the standard terms or these country terms (including, without limit, clause 10 of the standard terms) and as far as laws and regulations apply, we may take from your account any money you owe us for charges, fees, interest, taxes and so on if you fail to carry out any of your obligations to us or if we consider it necessary. This could include, for example, if:
 - (a) your company or organisation has gone into liquidation, has a bankruptcy petition against it or is undergoing reorganisation;
 - (b) the Taiwan Clearing House has refused your transactions;
 - (c) your business has been suspended;
 - (d) there is evidence to show that you have a poor credit status or that you are involved in illegal activities, or we have brought a suit or other action against you for other reasons; or
 - (e) someone files a provisional attachment, injunction or compulsory execution against you.

Taking money from your account in this way is known as 'set-off'. We will tell you beforehand (or at the time) if we are going to or we have set off money from your account but we do not need your permission to do it. We





will set off funds retrospectively, that is, from the first date set-off could be claimed.

- 5.2 <u>Errors</u>. If we credit funds to your account by mistake or due to somebody else's error (for example, they give a wrong account number or the name of the account holder is incorrect), we may, once we are aware of the mistake, immediately deduct the funds from your account. We will tell you about this either before or as we take the funds. If you have used or withdrawn the funds, you must return the funds as soon as we have told you about the mistake.
- 5.3 <u>Foreign-exchange report.</u> Under the laws and regulations which apply, you will be responsible for any approval, applications, reports or declaration of currency conversions or foreign-exchange transactions. Or, as far as the law allows, you can authorise us to make any relevant declaration on your behalf. (If we make a declaration on your behalf, you agree to this and to the contents of the declaration.)
- 5.4 <u>Risk on RMB-related transactions.</u> Payments of RMB to and from Mainland China are currently restricted under the laws and regulations in Mainland China and Taiwan. You must read and agree to the supplementary terms and conditions on the RMB deposit account and the risk disclosure statement for RMB-related transactions (as Annex III). This will help you understand the terms and the risks associated with RMB-related transactions.
- 5.5 <u>Adding a new foreign-currency deposit under a foreign-currency account.</u> If you have a foreign-currency account, you agree that, when you receive a foreign-currency remittance or make a foreign-currency exchange and the funds paid to you are in a currency different from that of your existing deposits, as long as the account name and the account number on the remittance messages or foreign-exchange instructions matches that of your foreign-currency account, we may add the new foreign currency under this account and credit the funds to the account directly. You agree that we can do this without you signing any documents necessary to open an account, unless you tell us otherwise.
- 5.6 <u>Payments into your account by negotiable instruments</u>. If you make payments to your account by negotiable instruments (cheques or promissory notes) which need clearing and settlement and you instruct us to collect these negotiable instruments for you, you will agree with our decision on the quantity and the amount of the negotiable instruments. If the negotiable instruments are stolen, lost or destroyed in transit, you agree that we or the paying bank may (but do not have to) do the following things on your behalf.
 - (a) Register the theft, loss or destruction and stop payments of the negotiable instruments.





- (b) Apply for public summons and judgments to make the negotiable instruments invalid.
- 5.7 <u>Preparatory office account.</u> If your organisation is a preparatory office, and you fail to complete the formal corporate registration process or send the relevant licence and signature or chop to us to change the account name and relevant basic information to that of the company within six months from opening the account, we may, if we decide, change the account name from the preparatory office into an individual account under the name of a representative of the preparatory office.
- 5.8 <u>Preventing money laundering, economic sanctions and terrorist</u> <u>financing</u>. Without affecting clauses 9 and 13 of the standard terms, for the purpose of preventing money laundry, economic sanctions and terrorist financing, you agree to the following.
 - (a) If you are under economic sanctions, or you are recognized as a terrorist by a foreign government or anti-money-laundering organization, we will be entitled to end our business relationship with you and any or all of the services set out in these terms, and close your account without giving you notice.
 - (b) When we carry out regular reviews or when we consider it necessary, you must give us any information about yourself we ask for, and provide information about your beneficiaries or the person who has the right to control over your company, and tell us the nature or purpose of the transaction concerned and where the money is from. If you do not co-operate with us, we may suspend your transaction requests, or suspend or end any or all of our services to you.
- Email. You agree that we can send information about transactions or other 5.9 bank services stated in the agreement to you using the email address you have given us. You will have to pay any charges relating to this. Although we will put in place reasonable protection, we do not guarantee the timeliness, accuracy, soundness, reliability and security of any communication by email. You realize and accept there is a risk of the email being accessed by unauthorised third parties. We are not liable if any email is incorrect, delayed, intercepted, lost, or otherwise fails to reach you, or the contents of any email are revealed to any third party while it is being sent. For the purpose of managing risk, we may refuse to send an email to you, or we may send it to you encrypted. We are not responsible for any loss or damage arising from the email being inaccurate or incomplete, anyone relying on the contents of the email, or if you ask us to lower the standard of encryption. If there is any difference between the information in the email and our record of the transactions it relates to, our records will be final.





6 Dormant accounts

- 6.1 <u>Dormant accounts.</u> Since 2014/3/10, we have not made any of our accounts dormant. We have converted original dormant accounts to normal accounts, except for those dormant accounts which were converted before 2010/11/22 and which had a balance of less than NTD 5,000. If you still have a dormant account, you should follow our simple procedures to close or reactivate it. Clause 5.1 of our standard terms does not apply to accounts in Taiwan.
- 7 Amending the agreement
- 7.1 <u>Amending the agreement.</u> In line with clause 16 (Amendment of terms and conditions) of the standard terms and any relevant regulations, we may at any time amend these terms and conditions. If we change the fee schedule, change or add the minimum balance required for accounts, change the minimum balance you can earn interest on or change the conditions for charging account management fees and the amount of those fees, we will not tell you separately but will display the changes in our offices or publish them on our official website at least 60 days beforehand (or within any other period set by relevant laws or regulations), unless we make the change in your favor. You agree to be bound by the terms of these changes from the effective date of each amendment announcement. If you disagree with any change we make, you may at any time end the agreement and close your account. If you continue to use any of your accounts after we have made the amendment, you will have agreed to the amendment.
- 8 Personal information

Despite what we say in clause 14 of the standard terms, you agree that we are entitled to do the following.

- 8.1 <u>Collecting, processing and using information</u>. To keep to the Personal Data Protection Law of Taiwan, we have provided you with a separate notification, called 'Notification Matters Concerning Collection, Processing, Use, and International Transmission of Personal Data' ('the notification'). You agree that we and the people named in the notification may collect, process, use and (internationally) transmit any of your personal information, as specified in the notification, in the geographical regions listed in the notification. If you are not an individual client (for example, a corporation), you also agree that we and the people named in the notification may, for the purposes set out in the notification, collect, process, use and (internationally) transmit any non-personal information provided by you in any geographic region, by any method and for any reasonable period.
- 8.2 You agree not to enforce Article 48 of the Banking Act or any other similar laws or regulations which may be relevant to using personal information.





- 8.3 Personal information of directors, supervisors, officers and employees. You confirm that, if the information you have given us includes any personal information about anyone else (including the directors, supervisors, representatives, shareholders, officers or employees of your company or organisation), you have told that person and they have seen and agreed to the notification. If we ask, you must provide us with evidence of this. If we change any items listed in the notification, you agree that we may tell you about the changes and you will tell the people mentioned above and get their permission to the changes.
- 8.4 <u>Marketing financial products and services.</u> You agree that we may, under the notification and for the purposes of marketing financial products and services, give information about you to our members or other companies or organisations that have a business relationship with us. You may at any time cancel your permission for this by sending us notice.
- 8.5 <u>Credit information.</u> Without affecting any other clause in these terms, you also agree that, as far as relevant laws and regulations apply, we may, for the purposes mentioned in clause 8.1, apply to the Joint Credit Information Center, Small and Medium Enterprise Credit Guarantee Fund, Financial Information Service Corporation, Taiwan Clearing House, National Credit Card Center and other financial institutions, credit agencies or government agencies for information relating to you. You confirm that you have told the directors, supervisors, officers and employees of your company or organisation of the notification and they have agreed to their personal information being used in this way. If we ask, you must provide us with evidence of this.
- 9 Outsourcing
- Outsourcing. Without affecting clause 7.3 of the standard terms and where 9.1 allowed under the Banking Act and any other relevant law or regulation (including the Regulations Governing Internal Operating Systems and Procedures for the Outsourcing of Financial Institution Operation, as amended from time to time), we can pass or subcontract any part of our banking operations (including but not limited to administration, telecommunication, data log-in, processing, output, development, monitoring, maintaining the information system, logistics for data processing, document scanning, data input, printing, packaging and mailing, preserving forms, certificates and other data, remittances, deposits, payments, switch, credit investigation, debt collection and other activities allowed under the laws, regulations and rulings which apply) to any other organisation (including those outside Taiwan). You agree that this right still applies if we change our name or if we restructure.
- 9.2 For the purpose of 9.1 above, you also agree that we may pass on relevant information about you (including the directors, supervisors, officers and





employees of your company or organisation). You confirm that you have told the directors, supervisors, officers and employees of your company or organisation of the notification and they have agreed to their personal information being used in this way. If we ask, you must provide us with evidence of this.

10 Complaints

- 10.1 Under the Financial Consumer Protection Act (FCPA), we will try to solve any complaints through our internal complaint procedure. You agree that we may publish the relevant information as required by law at our business premises or on our website. You can send complaints to us by:
 - (a) ringing our service or complaint hotline numbers on 02 6606 0302; or
 - (b) emailing BusinessCareTW@dbs.com
- 10.2 If we cannot settle the dispute under our internal complaint procedure, you agree that it will be passed to the Taipei District Court in the first instance.

11 Extra terms and conditions governing time deposit accounts

- 11.1 Interest rate of time deposits. We will pay interest as follows.
 - (a) NTD (New Taiwan dollar) deposits: For all NTD time deposits, we will pay a simple interest rate at our board rate that applies at the time you make the deposit. We will pay the interest to your account, or by another method we have agreed with you, on the maturity date of the time deposit (when it becomes due for payment) or a date we agree. If we add or cancel a board rate for a large deposit or change the large amount threshold for time deposits that were made before rates were adjusted, you agree that we will pay interest at the rate that applies in line with the following rule.
 - (i) Adding a board rate for a large deposit: we will work out the interest rate on a deposit with a fixed rate by using the rate that applies on the day you make the deposit. In the case of a floating interest rate, we will work out the deposit at the general board rate.
 - (ii) Cancelling a board rate for a large deposit: we will work out the interest rate on a deposit with a fixed rate by using the rate for a large deposit that applies on the day you make the deposit. In the case of a floating rate, the current board rate will apply.
 - (iii) Changing the threshold for a large deposit: we will work out the interest rate on a deposit with a fixed rate by using the rate for a large deposit that applied on the day you make the deposit. In the case of a





floating interest rate, the rate for a large deposit that applies to your original deposit amount (or general board rate if the rate for a large deposit does not apply) will apply.

- (b) Foreign-currency deposits: For all foreign-currency time deposits, we will pay a simple interest rate at our board rate that applies at the time you make the deposit, or at a rate we and you agree, and pay interest as a lump sum when the deposit matures. For OBU customers, we will pay the interest to your account or by any other method we agree on the date as agreed by us. If we charge a new board rate for large deposits, you agree that we will charge interest at the old board rate for time deposits that were made before rates were adjusted.
- 11.2 Ending time deposits early. You must not end a time deposit before its maturity date. However, you can end a time deposit by giving us seven days' notice in writing and you can then withdraw the full amount of the deposit. You cannot end a negotiable certificate of time deposit before its maturity date. For any time deposit you end early, we will pay interest at 80% of the board interest rate that would apply for the holding period of the time deposit. We will not pay interest if you end the time deposit within one month of making the deposit with us.

If you end a renewed time deposit before the maturity date under the renewed term, we will calculate the interest at the rate which applied on the date you renewed the time deposit and based on the <u>above clause 11.2</u>.

- 11.3 <u>Maturity of time deposits.</u> When a time deposit matures, we will credit the funds to your demand deposit **account**, unless:
 - (a) you have asked us to issue a time deposit certificate; or
 - (b) you and we have agreed to automatically renew the time deposit.

If you ask us to renew the time deposit within one month of its original maturity date, we may issue it from the original maturity date and pay the interest rate that applied on the original maturity date.

11.4 <u>Withdrawing funds after the maturity date.</u> If you withdraw funds from a time deposit after the maturity date, we will calculate the interest from the maturity date to the date you withdraw the time deposit in line with our published interest rate for demand deposits. We will not pay interest on a negotiable certificate of time deposit after its maturity date. If it is a foreign-currency time deposit and we have not published an interest rate for demand deposits in that foreign currency, we will not pay interest.

12 Extra terms and conditions governing cheque accounts



12.1 <u>Definitions.</u> The following terms in this clause have the following meanings.



- (a) **Dishonouring** a negotiable instrument (cheque, bill of exchange or promissory note) means we refuse to pay it and will return it to the holder, together with our reasons, in writing, for **dishonouring** it.
- (b) **Redemption by payment** means the amount you pay to cover any debt you owe in relation to a negotiable instrument a bank has refused to pay because, for example:
 - (i) there are not enough funds in your account;
 - (ii) you have given an incorrect signature or chop;
 - (iii) you have used a financial institution as a paying agent of a promissory note without their permission; or
 - (iv) you have counter-banded (withdrawn) a request for payment before the last date the promissory note can be presented.

Once you have paid the above debt in full, we will return the rejected negotiable instrument, and the certificate setting out the reason (or reasons) why it was rejected, to you.

- (c) **Deposit for payment** means the amount you pay into financial institutions after a cheque has been dishonoured due to you not having enough funds in your **account**.
- (d) **Payment under re-presentation (of a dishonoured cheque)** means payment made from either the relevant cheque **account** or other **accounts**, once a dishonoured cheque has been re-presented.
- (e) Record means any record made by the Taiwan Clearing House about your suitability for credit, including any instances of dishonoured cheques or promissory notes, redemption by payment, and other facts. The Clearing House uses these records when answering public inquiries.
- (f) **Withdrawing from being your paying agent** means we will no longer pay promissory notes from your cheque **account**.
- (g) **Rejecting your account** means refusal by a financial institution to handle transactions through a cheque **account** where the cheque **account** holder has a significantly bad **record** which has deteriorated
- 12.2 <u>Signature and chop specimen.</u> When opening a cheque **account**, you will fill in a signature and chop specimen card and an **account** application form. We will check your credit history with the Taiwan Clearing House and, if we are satisfied with the results of these inquiries, we will send you blank cheques. You must tell us in writing immediately if any of the information contained in the signature and chop specimen card changes. If you want to change your





signature or chop specimen, you must fill in a new signature and chop specimen card.

- 12.3 <u>Telling us about changes.</u> If we discover you have not told us about any change to your name or legal representative in line with clause 12.2 above, we may ask you to make the relevant changes. Without affecting other clauses in the standard terms and these country terms (including, without limit, clause 9.2 of the standard terms), if you do not make the change within one month of us asking you to, we may close your cheque account.
- 12.4 <u>Receiving cheques and promissory notes.</u> If you have used all of the cheques in your chequebook and all your blank promissory notes, you may apply for a new chequebook and promissory notes. When you apply, you must attach your signature and chop, as registered with us, to the form and we will check and verify the number of the chequebooks, blank cheques and promissory notes. We may not provide you with chequebooks and blank promissory notes if:
 - (a) any of your cheques have previously been dishonoured due to you not having enough funds in your account, or frequent redemption by payment, deposit for payment or payment under re-presentation after your cheque has been dishonoured; or
 - (b) there are other unusual or abnormal situations surrounding your use of cheques.

If we refuse to give you cheques or promissory notes, we will give you our reasons in writing. If you do not agree with our refusal, you can object to our decision in writing.

If any of your deposit accounts with us has been attached by court or the relevant orders, we may stop providing you with chequebooks or promissory notes, except when you have made a deposit for payment for the amount of the attachment.

- 12.5 <u>Using cheques and promissory notes.</u> When using cheques or promissory notes, you must do the following.
 - (a) You must use the cheques or promissory notes in the correct, numbered order. You must not use cheques or promissory notes for one specific account (for example, account A) for another account (for example, account B).
 - (b) If a cheque or promissory note does not state the payee's name, we may ask the holder to sign or place a chop on the back of it so that we can pay it.
 - (c) If you issued a cheque or promissory note with the name of the payee on it, the payee must sign or place a chop on the back of cheque or note so that we can pay it. If the payee has transferred the cheque or note by signing the back of it, the holder must also sign or place a chop on the back. We will not





be responsible for the authenticity of the signature or for deciding whether the holder of the cheque or note is the genuine holder.

Unless we say otherwise, you must use cheques in the form provided by us and place on the cheque its chop as registered with us and, if an agent has been appointed, the chop of its agent as registered with us.

- 12.6 <u>Paying instruments.</u> We will decide the order in which these are paid, regardless of the date they are issued, expire, or are presented.
- 12.7 <u>Suspending payments, and forgery or alteration.</u> We may refuse to pay, or we may postpone paying, any cheque or promissory note you have issued if it does not meet requirements or we have any doubts about it. We will not be responsible for any losses you may face if your signature or chop registered with us is altered or forged and we could not have known this.
- 12.8 <u>Record</u>. Within three years from the day after we dishonour a cheque issued by you or a promissory note for which we would act as paying agent, you can ask us to ask the Taiwan Clearing House to make a **record** if there has been any **redemption by payment**, **deposit for payment**, **payment under representation** or any other matter relating to checking your credit status.
- 12.9 <u>Account rejection</u>. If a cheque or promissory note drawn on any of your cheque accounts with all financial institutions is dishonoured no less than three times within one year, for any of the reasons in the list below, and there has been no redemption by payment, deposit for payment or payment under re-presentation, or if a final and irreversible criminal judgment has been issued on you for using cheques illegally, we may reject your account for up to three years from the date the Taiwan Clearing House tells us about your situation.
 - (a) You do not have enough funds in your account.
 - (b) You have not given your signature or chop correctly.
 - (c) You have used a financial institution to pay a promissory note without getting their permission beforehand.

The records for each item in the above paragraph will be calculated as one single incident, not combined incidents.

If your account has been rejected or we end our cheque account agreement with you for other reasons, you must accept this and return any unused blank cheques and promissory notes to us within one month. If you do not do this, you agree that we may, according to the number of cheques or promissory notes you have not returned, deduct a handling fee for dishonouring cheques or promissory notes.





- 12.10 <u>Opening a new cheque **account**</u>. While your **account** (or **accounts**) has been **account** rejected, we may allow you to open a new **account** with us in one of the following situations.
 - (a) The period your **account** is rejected for has come to an end.
 - (b) **Redemption by payment**, **deposit for payment** or **payment under representation** has been made for all dishonoured cheques that caused your **account** to be rejected, and any other cheques dishonoured after that time.
- 12.11 <u>Temporarily reopening your **account** during company reorganisation</u>. If a court has approved the reorganisation of your company or organisation, you may ask us to ask the Taiwan Clearing House to record this reorganisation before the period your **account** is rejected for has come to an end, and we may temporarily reopen your **account**. If any of your company's or organisation's cheques is dishonoured between temporarily reopening the **account** and the original end date of the period your **account** was rejected for, we may reject your **account** for up to three years from the date the Taiwan Clearing House tells us this has happened.
- 12.12 <u>Overdraft.</u> Unless we have agreed an overdraft limit with you, your cheques will be dishonoured if you do not have enough funds in your account. When we ask you, you must immediately repay us the amount of the dishonoured cheque and any interest that has built up, according to your overdraft agreement.
- 12.13 <u>Handling fee.</u> We may charge you a handling fee for dishonouring a cheque or promissory note you have issued when you did not have enough funds in your account. This handling fee will not be more than 150% of the handling fee the Taiwan Clearing House charges us. If the situation described in clause 12.13 occurs, you agree to pay us any penalties, costs and handling fees and so on that you and we agree on, and we may deduct this amount from your account or demand you to pay it.
- 12.14 <u>Paying agent.</u> When you issue a promissory note which shows us as the paying agent, we will honour the promissory note with the money from your **account** with us. When a promissory note you issue is dishonoured because you have not got enough funds in your **account** or you have not signed the note or placed the chop properly, we will record this together with the **record** of dishonoured cheques.

If a holder presents the promissory note for payment after the last date it can be presented, but no later than three years from the date it matures (or from the date of issue, in the case of a promissory note which will be repaid when it is presented for payment) and you do not cancel the payment and there is nothing preventing us from making payment, we may make the payment.



12.15 <u>Withdrawing from being your paying agent.</u> If you have cheque accounts with other banks and have issued a promissory note but you have



withdrawn your request for payment before the end of the presentation period, and you have had three notes dishonoured within a year and there has been no redemption by payment, deposit for payment or payment under re-presentation, we may stop being your paying agent for three years from the date the Taiwan Clearing House tells us about the situation. We may ask you to return any remaining unused blank notes.

If we stop acting as your paying agent, you must return any remaining unused blank notes within one month after we have told you we are no longer your paying agent.

- 12.16 **Dishonouring** a promissory note or bill. If we have any doubt about the date or amount of a promissory note you have issued or a bill of exchange you have accepted, we may dishonour the promissory note or bill of exchange.
- 12.17 <u>Credit record.</u> Without affecting any of the other clauses in these terms, you also agree that the Taiwan Clearing House acts as the centre for collecting and compiling records of dishonoured cheques and promissory notes and rejected accounts. You also agree that the Clearing House can make records of dishonoured cheques and notes, rejected accounts and other credit information available to other people.

13 Extra terms and conditions governing offshore banking unit accounts

- 13.1 <u>Deposits in foreign currency.</u> You may open a demand deposit account or a time deposit account with our Offshore Banking Unit. You are not allowed to withdraw cash from these accounts or exchange NTD, but you can transfer funds to and from other banks.
- 13.2 <u>No deposit insurance.</u> Your deposits in the accounts you have with our Offshore Banking Unit are not insured under the cover provided by the Central Deposit Insurance Corporation.

14 Keeping to tax requirements

14.1 <u>Revealing information.</u> As well as (and without affecting) the 'Notification of collection, processing, utilization and international transmission of personal data' as provided by us and agreed by you, you authorise us, our staff and any other person who has access to our records, registers or any correspondence or material to reveal all the information we have about you, if this is necessary by law. (This includes laws imposing any reporting or withholding obligations on us, such as the United States Foreign Account Tax Compliance Act as may be amended or replaced.) This information may be passed to:

(a) our parent company, any of our branches, representative offices, related companies, subsidiaries, agencies, service providers and their agents, any other person or any of our other offices, wherever they are based;





(b) any government, semi-government, regulatory, financial, monetary or other authority, agency body or person, whether in Taiwan, Singapore or elsewhere; and

(c) any person or organisation we are under a duty to reveal, or we consider in good faith and in our interest to reveal, information to.

You must give us written permission (or any other necessary document) from the holder of the personal information before we can reveal their personal information to anyone mentioned in this clause 14.1. (This applies to corporate clients only.)

14.2 <u>Telling us about a change in circumstances.</u> You must promptly tell us in writing about any change to:

(a) your details, circumstances, status (including any change in citizenship), residence, tax residency, address on record, phone and fax numbers and email addresses; and (b) your constitution, shareholders, partners, directors or company secretary, or the nature of your business.

- 14.3 <u>Co-operating with enquiries.</u> You must co-operate fully with any enquiry that we may make so that we can keep to any laws or regulations such as the United States Foreign Account Tax Compliance Act (as may be amended or replaced) and any other reporting or withholding requirements of any government. You must give us all relevant information, details or documents we may need so that we can do this.
- 14.4 <u>Right to withhold payments.</u> Any amount that we may be due to pay you will be governed by all laws or regulations which may apply, including any withholding tax requirement, foreign exchange restriction or control. We can withhold any amount to keep to these laws or keep the money until we have decided whether we need to withhold it as a tax requirement, foreign exchange restriction or control. We will not be legally responsible for any losses you may suffer as a result of this.
- 14.5 <u>Indemnifying us.</u> If you fail to or refuse to carry out any of your obligations under these terms, you agree to indemnify us against (protect us from) any expenses, losses, damage, penalties, withholding or other relevant taxes or other related fees due to your failure to keep to relevant laws and regulations (including the United States Foreign Account Tax Compliance Act as may be amended or replaced).
- 14.6 <u>Closing your account.</u> If you do not agree to the terms shown here, or later withdraw your permission, ask us to stop collecting, processing, using or internationally transmitting personal information necessary for us to keep to relevant tax, reporting or withholding requirements or fail to keep to the terms shown here, we can close your account at any time (to the extent we are allowed by law).
- 14.7 <u>Inconsistent terms.</u> If there is any difference between the terms shown here and any other terms governing the relevant product or service, these terms will apply.





Annex I

TERMS AND CONDITIONS FOR PHONE BANKING SERVICE Version Date: January 3rd, 2020

1. The Applicant, who applies "Phone Banking Service" (the "Service") with DBS Bank (Taiwan) Ltd (the "Bank"), hereby agrees to the terms and conditions as set forth below. For the matters not covered by the Terms and Conditions herein, relative clauses in the General Terms and Conditions Governing Account and Electronic Banking Services Terms and Conditions shall apply.

After the Bank accepts the application of the Service filed by the Applicant, the Bank will grant the Applicant an initial password for using the Service. Thereafter, the Applicant may follow the procedure applicable under the Service to change the password over the phone. The Service allows the Applicant to change the password over the phone and provides other services provided by the Bank.

- 2. Service: the Applicant, through the Phone voice system, may log into the Bank's Phone Banking Service and connect to the Bank's customer service specialists for providing relative services, after correctly entering the then effective "Phone Banking" password by phone.
- 3. Password :
 - (a) The Applicant shall strictly keep confidential the password for the Service and shall not let any third party know or use such password. The Applicant shall be solely liable for any risks and liabilities arising from breach of the aforementioned obligations and shall indemnify the Bank for any damages or loss of the Bank therefrom.
 - (b) The Bank may, at its sole discretion, determine whether the instruction with the correct password is actually made by the Applicant. The Bank may execute such instruction and shall have no responsibility to further verify whether the password is actually entered by the Applicant. The Bank shall not be liable to the Applicant for any damages or loss caused by fraudulent or unauthorized use of the password entered by any other person.
 - (c) If the Applicant becomes aware of any possible or actual unauthorized use of password, the Applicant shall immediately notify and register such event with the Bank and apply to the Bank for cessation of the Service; provided, however, that for any use of the Service by a third party that has taken effect prior to the Bank's receipt of the foregoing notification, the Applicant shall not assert against the Bank that such use of password is not conducted or authorized by the Applicant in the absence of the Bank's wilful misconduct or gross negligence.
 - (d) In order to protect the right and interest of the Applicant, if the password entered is inaccurate for consecutive three times, the Bank's computer system will immediately and automatically suspend the Applicant from using the Service. The Applicant may apply to reset the password and to continue using the Service by following the procedure prescribed by the Bank.
- 4. If the Bank adds or modifies service items, operating procedures of the Service or ceases to provide the Service, the Bank may post it on the bank premises or



website and is not required to notify, or obtain the consent from the Applicant. The Applicant may use the added new services without executing another copy of the Terms and Conditions herein or any other document.

- 5. The Bank shall not be responsible for any losses to the Applicant caused by the Bank's failure to provide the Service due to force majeure or any cause not attributable to the Bank (including computer breakdown, connection interruption or third parties' action or carelessness).
- 6. If the Applicant desires to terminate the Service, he/she/it shall apply for the termination by following the operating procedures prescribed by the Bank. If the Bank deems that the Applicant has any illegal or improper use of the Service or the Service would be used by third parties illegally, the Bank may at any time terminate the Service without any notification to the Applicant.
- 7. The Applicant agrees that the Bank may record any oral and phone conversation between the Applicant and the Bank. The Bank may, in its sole discretion, decide the time period for keeping such record and may use such record as evidence for any matters related to the Services.
- 8. These Terms and Conditions herein are in both Chinese and English. In the event of any conflict or inconsistency between Chinese and English version, the Chinese version shall prevail.



Annex II

AUTHORIZATION AND INDEMNITY FOR FACSIMILE INSTRUCTIONS Version Date: July 1st, 2019

Important Notes :

- 1. The Applicant acknowledges and agrees that, in connection with any facsimile instruction, the Bank may further effect a telephone call back to any of the authorized persons designated as indicated in "Authorised person of facsimile instructions". If the basic information of the above person and the trading information of the facsimile instruction have been verified by the Bank, the Undersigned needs not to deliver the original of the facsimile instruction to the Bank, unless the Bank requires the original based on risk control and management purposes. If the Bank makes such a call back, each of the authorized persons designated as above is authorized to confirm such facsimile instruction. The Bank may record any oral and phone conversation of such telephone confirmations mentioned above. The Applicant agree that the Bank may, in its sole discretion, decide the retention period of such tape recording and any such tape recording should be admitted as evidence in any legal proceedings. If the Bank cannot contact the above person, the Bank shall still have sole discretion to decide whether it will proceed with the transaction in accordance with the facsimile instruction without a telephone confirmation.
- 2. The Applicant acknowledges and agrees that the Bank may fully reply on the authority of the persons designated by the Applicant as listed above. The Applicant shall be sole responsible for the integrity and correctness of such contact information and shall assume all responsibility for any losses and consequences arising from any incorrect or change of such contact information without timely notification to the Bank thereof.
- 3. The Applicant represents and acknowledges that the Applicant has informed the above Authorized Persons, and they have read through the "Notification Matters regarding Collection, Process, and Use of Personal Data" as posted on the website of the Bank.
- 4. The Applicant should carefully consider the possible risks inherent in the giving of instructions by facsimile. Non-original signatures on the facsimile instructions may be forged or misused easier than on the non-facsimile instructions. The instructions given by facsimile may be released to wrong, persons, may never reach the Bank and may become known to third parties thus losing their confidential nature because of entering into wrong facsimile numbers or connection failure. Except in cases of the Bank's gross negligence or wilful misconduct, the Bank accepts no liability for the occurrence of any such circumstances or for any action, claim, loss, damage or cost arising or incurred by the Applicant as a result of or in connection with any such circumstances or the giving of any such instructions by facsimile. The Applicant is and continue to be solely responsible for making the Applicant's own independent appraisal and assessment of any possible risks in relation to the giving of any such facsimile risks in relation to the giving of any such facsimile instructions. Accordingly, the Applicant should not authorize the Bank to accept



instructions by facsimile unless the Applicant is prepared to undertake such risks and have satisfied the Applicant in all respects with regard to such authorization.

Terms and Conditions for Facsimile Instruction

In consideration of DBS Bank (Taiwan) Ltd (the "Bank") agreeing to consider accepting facsimile instructions, the Applicant hereby agrees and undertakes follows:

- 1. Transactions and dealings effected by using facsimile instructions are subject to the Terms and Conditions contained herein. All other terms and conditions governing the relevant accounts, transactions, services, products, information, etc. shall continue to apply but where there is discrepancy, these Terms and Conditions for Facsimile Instruction (this "T&C") shall prevail.
- 2. The Applicant agrees that, in the event that any instruction is made through facsimile, the facsimile itself shall be the only evidence admissible with respect to the substance and authority of such instruction. The Applicant should not present the original document and claim against the Bank based on the fact that the content or the signature/chop specimen of the original document is cut and pasted or changed by an unauthorized third party; provided that the Bank shall examine the facsimile with reasonable care.
- 3. The Applicant agrees and authorizes that the Bank may fully rely on the trueness, correctness and genuineness of the contents and the signatures appearing on the facsimile instruction. The Applicant also agrees that, to the maximum extent permitted by applicable laws and regulations, the Bank shall assume no liability for any action taken in accordance with the Applicant's facsimile instructions. The Bank is under no obligation to accept the facsimile instructions, and may at its sole discretion refrain from acting without notice to the Applicant if it believes in good faith that any question exists concerning the authenticity of any such instructions or the content or meaning thereof, and the Bank shall assume no liability for such decision.
- 4. The Bank shall exercise reasonable care to verify the signatures/chops appearing on the facsimile instruction in accordance with the authorized signature/chop specimens. Any transaction processed by the Bank pursuant to the facsimile instructions shall be binding upon the Applicant whether made with or without the Applicant's authority, knowledge or consent. The Applicant assumes all risks that the use of a counterfeit chop or a forged signature may remain undetected due to a change of size or other distortion or lack clarity in the facsimile transmission process. In the event that the facsimile lacks clarity or hard to identify, the Applicant agrees that the Bank may refuse to execute the instruction before receiving another clear facsimile instruction which content and the chop or signature thereon are identifiable from the Applicant.
- 5. The Applicant shall have the responsibility to make subsequent telephone calls to the Bank to notify the transmission, and to confirm the Bank's receipt of the facsimile instructions. The Bank shall be entitled, but not obliged, to act or not to act upon any such instructions in respect of which no such subsequent telephone calls are made. In no event shall the Bank be responsible for the non-receipt of any such instructions.



- 6. The Bank shall be entitled (but not obliged) to require that written or phone confirmation of all instructions sent by facsimile be given by the Applicant within such period of time as it may specify. However, the Bank shall be at liberty to execute such instructions without, or prior to the receipt of, such written or phone confirmation. The Bank may refuse to execute the instruction before receiving the confirmation from the Applicant if the Bank has requested the Applicant to confirm the instruction.
- 7. The Applicant agrees that the Bank is not liable for the delay, omission, or failure to be received of transmission of the facsimile or failure to complete transaction due to force majeure or causes not attributable to the Bank (including disconnection of communication, power failure, system jam, etc.)
- 8. The Applicant shall be solely responsible for all risks to confidentiality with respect to the information contained in the facsimile arising from such transmission. The Bank shall, to the maximum extent permitted by applicable laws and regulations, not be liable for whatsoever reasons for any disclosure of such information in the process of such transmission.
- 9. The Applicant agrees that the Bank may designate specific business hours for facsimile instructions. The Bank is entitled (but not obligated) to effect or to refuse the facsimile instructions not delivered to the Bank within the designated business hours, and is not liable for any losses incurred therefrom. If any transaction requires the original of such instruction in writing, the Bank may not execute the transaction until its receipt of the original within the designated time by the Bank.
- 10. Either of the Applicant and the Bank may terminate this T&C in writing at any time, and the termination will be effective on next business day after the Bank's receipt of such termination notice. The Applicant undertakes to keep the Bank indemnified at all times against and to save the Bank harmless from, all actions, proceedings, claims, loss damage, costs and expenses which may be brought against the Bank or suffered or incurred by the Bank and which shall have arisen either directly or indirectly out of or in connection with the Bank's accepting such instructions and acting thereon on or prior to such termination notice.
- 11. To the maximum extent permitted by applicable laws and regulations, the Bank shall not be liable for any loss or damages suffered or sustained by the Applicant arising out of unauthorized facsimile instructions and/or fraudulent signature in the facsimile instructions in the absence of the Bank's wilful misconduct or gross negligence.
- 12. The Applicant agrees and undertakes that the facsimile instruction is of full force and effect as if it were the original. The Applicant agrees that the Bank reserves the right (but shall not be obligated) to require the Applicant to send the original of the facsimile instruction to the Bank within a period required by the Bank for further internal confirmation and verification. Provided that the original of the facsimile instruction is lost during the delivery process to the Bank, the Applicant agrees to provide the Bank with a new original thereof and report the lost original, countermand payment and apply for replacement of the original under and pursuant to all applicable laws and regulations . In any event, the Bank is entitled to follow the facsimile instruction irrespective of whether the Bank will subsequently receive the original thereof. If there is any discrepancy between the facsimile instruction and its original, the Bank is entitled to treat the facsimile



instruction as conclusive and the Applicant shall not dispute the validity of the facsimile instruction.

 This T&C is made both in Chinese and English. In the event of a conflict or inconsistency between Chinese and English version, the Chinese version shall prevail.





Annex III

SUPPLEMENTAL TERMS AND CONDITIONS FOR RENMINBI BUSINESS AND RISK DISCLOSURE STATEMENT Version Date: July 1st, 2019

The Customer ("the Applicant") establishing the Renminbi ("RMB") business with DBS Bank (Taiwan) Ltd (including its Offshore Banking Unit ("OBU")) ("the Bank"), in additional to the Applicant's compliance with the General Terms and Conditions Governing Account and other agreement executed by and with the Bank, hereby agrees as follows :

- I. General Provisions
- 1. The Supplemental Terms and Conditions for Renminbi business ("Supplemental Terms and Conditions") herein shall govern the RMB Savings Account ("RMB account") (including the time deposit account and demand deposit account), outward remittance, inward remittance ("remittances") and other RMB business (excluding financial derivatives transactions). The Supplemental Terms and Conditions shall be read together with other agreements between the Applicant and the Bank, including but not limited to the General Terms and Conditions Governing Account, terms and conditions governing trade and credit facility documentation and other terms and conditions of the Bank's business and banking service. In case of any inconsistency between other agreements for RMB business and the Supplemental Terms and Conditions thereof, the Supplemental Terms and Conditions shall prevail.
- 2. The Applicant acknowledges and agrees that the RMB services and products provided by the Bank are subject to applicable laws, regulations, guidance, restrictions, instructions, orders, and administrative directions issued or implemented by the judiciary, government, relevant competent authorities, agents or other institutes and are subject to the relevant clearing and settlement agreements and its revisions or amendments between the Bank and the clearing bank, settlement bank, or agent bank at any time and from time to time. The Bank shall be entitled to request relevant trading documents or other evidencing documents. If there is any amendment to local laws or regulations in respect of the applicable requirements for RMB transactions in the Mainland Area and Taiwan Area, the amended laws and regulations shall govern.
- 3. The Applicant and its responsible persons shall, and shall cause any third parties concerning the transactions of RMB business to, agree that the Bank will take all actions to comply with the regulations and agreements of the relevant authorities, clearing and settlement bank, and any other regulatory authority, including but not limited to providing the personal information, trading document or other evidencing documents of the Applicant, its responsible persons and third parties to the clearing and settlement bank, and any other regulatory authority; sending the detail of the Applicant's RMB transactions to monetary regulators in Mainland Area. The Applicant and its responsible persons agree that the Rule of RMB Clearing Account of the clearing bank, agreements between the Bank and



the clearing bank and any documentation signed by the Applicant and the Bank, including but not limited to the Notification and Terms and Conditions to Collect, Process and Use of Personal Information.

- 4. The Applicant agrees that the Bank is entitled to decide to accept the Applicant's instructions or transaction requests, and it may refuse, return or cancel the Applicant's transaction instructions, or to reverse the partial or full amount of deposit/ remittance in respect of RMB on the basis of any of the following reasons: (1) the Bank is to comply the prevailing laws, regulations, guidance, restrictions, instructions, orders, and administrative directions; (2) the clearing bank, settlement bank, remitting bank or agent bank requests to cancel or return the remittance, or to return the inward remittance from the Applicant; (3) the clearing bank, settlement bank, beneficiary bank or agent bank does not, or reject to accept the Applicant's instruction of RMB outward remittance; (4) the Applicant does not, or reject to provide the relevant trade, transaction instruction and/or transaction document requested by the Bank; (5) the transaction as requested exceeds the Bank's limit on RMB purchase or exchange agreed by the clearing bank, settlement bank, remitting bank or agent bank; (6) the Applicant commits in major violation of the Regulations Governing Foreign Exchange Business of Banking Enterprises or other applicable law, regulations, guidance, restrictions, instructions or administrative directions.
- 5. The Applicant confirms that the documents and information delivered to the Bank are true, complete and accurate. The Bank can trust the accuracy and authenticity of the content of the aforementioned documents and process the related transaction without further confirmation.
- 6. The Bank shall not be liable for the loss of the value of RMB-denominated funds due to the unavailability of RMB funds or settlement, restrictions on convertibility or withdrawal, involuntary transfers, or attachment, which results from taxation, devaluation of exchange rate, any regulations or governmental actions (including nationalization of the Bank or implementation of foreign exchange control), any actions by the authorities, whether de jure or de facto, the power of government, military or police employed by any others, acts of war, strike, system malfunction, suspension or termination of service provided by clearing or settlement bank, or other similar causes beyond the Bank's control, in which circumstances, to the maximum extent permitted by law, the Bank shall not be responsible for.
- 7. The Applicant agrees to keep the Bank indemnified at all times against and to save the Bank harmless from all loss, damage, costs and expenses which may be suffered or incurred by the Bank as a result of related actions, proceedings, claims and which shall have arisen either directly or indirectly out of or in connection with the Bank's opening, maintaining or closing RMB accounts or accepting the Applicant's transaction instructions.
- 8. The Applicant agrees that, when closing the RMB account, the Bank may convert the outstanding money in RMB into any other freely convertible currency at the exchange rate solely determined by the Bank and returns the net amount applied against the sums due from the Applicant and toward the payment of the liabilities (if any) of the Applicant.
- 9. The Applicant agrees to comply with applicable laws and regulations prescribed by the Mainland Area and Taiwan Area, and other requirements of the Bank in



respect of anti money laundering and counter terrorist financing. The Bank shall have the right to close the Applicant's RMB accounts and terminate the services in connection with RMB at any time and from time to time upon notice to the Applicant if the Applicant shall have violated any provision thereunder, any representation and declaration, or any relevant regulation and requirement in the Mainland Area and Taiwan Area.

- 10. This Supplemental Terms and Conditions shall be governed and construed by the laws of Republic of China (Taiwan). The parties hereto agree to submit the jurisdiction to the Taiwan Taipei District Court for the first instance on any legal action derived thereof, unless the exclusive jurisdiction is otherwise provided by law.
- 11. This Supplemental Terms and Conditions is made both in Chinese and English. In the event of a conflict or inconsistency between Chinese and English version, the Chinese version shall prevail.
- II. Special Provisions for Deposits
- 1. The Bank may accept the banknotes in RMB or other currency at the Bank's prevailing exchange rate, to be deposited into any RMB Account, provided however that RMB banknotes are not acceptable to be deposited into the RMB accounts opened with the OBU. Fund remittances in respect of RMB, or other currency deposits at the Bank's prevailing exchange rate are accepted for deposit into any RMB Account.
- 2. The Applicant is permitted to withdraw the banknotes in RMB or other currency at the Bank's prevailing exchange rate from any RMB account, provided however that RMB banknotes are not acceptable to be withdrawn from the RMB accounts opened with the OBU, or to convert RMB into another currency deposit or remit funds to the accounts opened with other banks. RMB outward remittance into the Mainland Area shall be strictly limited to the cross-border trade transactions and direct investments settled by RMB.
- 3. The Applicant shall comply with the Regulations Governing the Declaration of Foreign Exchange Receipts and Disbursements or Transactions prescribed by the Central Bank of the Republic of China (Taiwan), when the Applicant enters into the RMB exchange transactions as provided in the aforesaid Paragraph 1 and 2. If the RMB exchange is related to cross-border trade transactions and direct investments, the Applicant shall provide relevant transaction documents for the actual RMB receipts and disbursements.
- III. Special Provisions for Remittances
- 1. Outward remittances: The Bank shall process the request of RMB outward remittances in accordance with the Applicant's instructions only if the transaction request meets the Supplemental Terms and Conditions and other terms and conditions in respect of outward remittances (including the General Terms and Conditions Governing Account and Terms and Conditions Governing Foreign Currency Outward Remittances. The instructions must comply with the following requirements:
 - (1) All RMB remittance funds are from the Applicant's RMB account.



- (2) The RMB account is allowed to process outward remittances for the crossborder trade transactions and direct investments with the Mainland Area settled by RMB, or other transactions permitted by relevant authorities and any other regulatory authorities.
- 2. Inward remittances: The Bank shall process the request of RMB inward remittances in accordance with the Applicant's instructions. The instructions must comply with the following requirements:
 - (1) All RMB remittance funds are to the Applicant's RMB account.
 - (2) The RMB account is allowed to accept inward remittances from the crossborder trade transactions and direct investments with Mainland Area settled by RMB.
- 3. If the RMB funds collection, deposit or transfer is restricted, suspended or prohibited by the judiciary, government, relevant authorities, agents or other institutes, the Bank shall not be liable for the following until the Bank has received such remittance or returned remittance:
 - (1) any payment in RMB or other currency credited to the Applicant (applicable to inward remittance) or the beneficiary (applicable to outward remittance);
 - (2) the return of RMB outward remittance to the Applicant's RMB account,.
- IV. Special Provisions for Cross-border Goods Trade Transactions, Service Trade Transactions and Direct Investments
- 1. The Applicant agrees that when conducting cross-border trade transactions and direct investments, he/ she shall comply with the regulations and requirements in the Mainland Area. The Applicant hereby acknowledges that the transactions and remittances may be restricted, suspended or prohibited if the regulations and requirements in the Mainland Area are not met.
- 2. The Applicant shall confirm that the trading scope when entering into the transactions related to cross-border goods trading, and the Applicant has complied with the restrictions of 1 and 2 below.
 - (1) Either the export and import country of the goods shall be the Mainland Area; or either the buyer or seller shall be located in the Mainland Area and the flow of funds is from or into the Mainland Area and the trade types include the following (i) or (ii) :
 - Either the export and import country of the goods is the Mainland Area, in which case the seller and buyer need not located in the Mainland Area; or
 - (ii) either the buyer or the seller is located in the Mainland Area and the flow of funds is from or into the Mainland Area, including the case that the seller or the buyer and the flow of funds involve the Mainland Area but the export or import country of the goods is not the Mainland Area.
 - (2) The payments for the exported or imported goods in the Mainland Area or prepayments for the goods that have not exported or imported (including processing trades or merchanting trades), in which circumstances settled or cleared in RMB or paid against documentary credits in RMB.
 - (3) The payment of goods must be made in RMB. However, it's not mandatory for the related transactional documents to be denominated in RMB.



- 3. The Applicant agrees that it shall provide the true, complete and accurate documents of the actual RMB receipts and disbursements to the Bank for verification if the Applicant will enter into cross-border trade transactions.
- 4. The Applicant shall confirm that the transactions related to cross-border services trading are subject to the restrictions below:
 - (1) The incomes from the services provided to the Mainland Area or the expenses spent for the services provided in the Mainland Area that were settled, remitted or paid in RMB.
 - (2) The incomes or expenses must be made in RMB. However, it's not mandatory for the related transactional documents to be denominated in RMB.
- 5. The Applicant shall confirm that the transactions related to direct investments are subject to the restrictions below:
 - (1) The remittance amount relating to capital investment or return of capital investment in and from the Mainland Area that was settled, remitted or paid in RMB.
 - (2) Requirements under Point 26 and Appendix 10 of Directions for Banking Enterprises on Assisting Customers to Declare Foreign Exchange Receipts and Disbursements or Transactions shall be complied with.
- 6. The Applicant shall comply with the Regulations Governing Foreign Exchange Business of Banking Enterprises, the Directions Governing Banking Enterprises for Operating Foreign Exchange Business, the Regulations Governing the Declaration of Foreign Exchange Receipts and Disbursements or Transactions and other regulations prescribed by the Central Bank of the Republic of China, when the Applicant enters into the transactions involving cross-border trading and direct investments.
- V. Risk Disclosure Statement Regarding RMB Transactions

In consideration of the restrictions of applicable local laws and regulations issued by the Government of the People's Republic of China governing inward and outward remittances of RMB from or into the Mainland Area, please note that the Applicant may face the following potential risks when entering into RMB transactions ("Risk Disclosure Statement"):

1. The Applicant acknowledges that, due to the changes of applicable laws and regulations, the RMB-denominated assets or debts held by the Applicant would have to be paid or settled in another currency. Due to the changes of applicable laws and regulations, the RMB-denominated assets or debts held by the Applicant or the payment obligations arising from relevant transactions would be affected by the supply and demand of RMB funds in the money market or the clearing and settlement of RMB in connection with relevant transactions. Although the Bank will act actively and use its best efforts to seek other approaches and solutions for the subsequent matters of any ongoing RMB transaction previously handled by the Bank, it is still possible that the Bank may need to use, if necessary, another currency to replace RMB in accordance with the then prevailing market exchange rate.



- 2. The Applicant should fully understand that inward and outward remittances of RMB from or into the Mainland Area will be subject to the restrictions of applicable local laws and regulations: If the requirements stipulated by applicable local laws and regulations in the Mainland Area are not met, such person will not be allowed to remit RMB funds freely into or from the Mainland Area. If the Applicant remits RMB funds into the Mainland Area but such remittance cannot be completed due to the aforementioned reason, the Bank will assist the Applicant in the return of such remitted RMB funds, provided that the Applicant will be responsible for the postal/cable charges and other fees or expenses charged by foreign banks, and such fees and expenses will be deducted directly from the remittance amount. Please also note that local laws and regulations in the Mainland Area could change at any time and from time to time.
- 3. The Applicant should fully understand that RMB may be affected by fluctuations of the exchange rates, resulting in the transaction risks and valuation losses. In consideration of the various factors that may have impacts on the markets, which will lead to the possible significant fluctuations in the exchange rates, when the Applicant enters into a RMB-related transaction, the Applicant may suffer transaction risks or valuation losses resulting from unstable market conditions or the occurrence of special events. Therefore, before entering into such transaction, the Applicant should consider its financial conditions and the ability to bear the risks and should fully understand the finance, accounting and tax issues and relevant laws and risks involved in such transaction. The Applicant hereby acknowledges that it has understood the above risks and agrees to bear the potential transaction risks and losses that may be incurred in connection with relevant transactions.
- 4. The Applicant hereby agrees that the Bank is entitled to refuse to accept the Applicant's instructions in connection with relevant transactions of RMB business, remittance of RMB funds to the Mainland Area or the cross-border trading and direct investments if the Bank discovers any untruthful or false transaction which is in a severe violation of the Regulations Governing Foreign Exchange Business of Banking Enterprises or other applicable laws or regulations.
- 5. The Applicant agrees that when conducting cross-border trade transactions or direct investments, the Applicant shall comply with applicable laws and regulations and requirements in the Mainland Area. The Applicant hereby acknowledges that the transactions and remittances may be restricted, suspended or prohibited if the Applicant fails to comply with the applicable laws and regulations or requirements in the Mainland Area.
- 6. This Risk Disclosure Statement is made both in Chinese and English. In the event of a conflict or inconsistency between Chinese and English version, the Chinese version shall prevail.



Annex IV

DBS Bank (Taiwan) Standard Tariff (DBU) - Cash Management Service Updated: 2020/04/27 Effective: 2020/06/26

服務項目 Service/Item		收費標準 Service Charge
IDEAL	公司戶申請密碼機與重置費 Issuance of Corporate Internet Bankir Security Token	實體動態密碼器:每個實體動態密碼器 TWD\$ 500 數位動態密碼器:費用免收 Physical Token: TWD\$ 500 per token Digital Token: No fee required
企業網路銀行	網路銀行客戶端 技術支援及教育訓練 On-site Support or Training	每趟 TWD\$ 1,500 TWD\$ 1,500 each trip/location
IDEAL RAPID 企業帳戶即時 管理服務	公司戶申請建置費 Implementation Fee 維護費用(月) Monthly Maintenance Fee 交易費用 Transaction Fee	每次 TWD\$ 400,000 TWD\$ 400,000 each time 每月 TWD\$ 20,000 TWD\$ 20,000 per month 每筆 TWD\$ 5 TWD\$ 5 / each
教位憑證 Digital Certificate	憑證中心申請費用 Digital Certificate Application Fee 憑證儲存裝置(eToken) Digital Certificate eToken	每年 TWD\$ 15,000 TWD\$ 15,000 per year 每個 TWD\$ 500 TWD\$ 500 per token
*如上費用不包含		,需要使用 Inward Credit Confirmation 服務)
	帳戶管理費 Account Maintenance Fee	每月 TWD\$ 500 或 USD\$15,或其他等值 TWD\$500 之外幣。 當月台外幣活期性存款平均餘額合計達 TWD\$ 10 萬(含)以上 免收帳管費。 若有申請其他特殊專案帳戶,則依該帳戶條款收取帳戶管理費用。 TWD\$ 500 / USD\$ 15 per month, or equivalent TWD\$500 for other foreign currency。 The monthly average deposit balance =>100,000, free. If applied any special account program, will follow its term and conditional for service charge if any.
帳戶服務 Account Services	票據信用開戶查詢 - 第一類票據信用資料查覆單 Chequeing Account Opening - Type 1 of Chequeing Account Credibility Enquiry	每次 TWD\$ 100 TWD\$ 100 per account
	票據信用開戶查詢 - 第二類票據信用資料查覆單 Chequeing Account Opening - Type 2 of Chequeing Account Credibility Enquiry	每次 TWD\$ 200 TWD\$ 200 per account
	申領空白支票 Issuance of Cheque Book	三個月活期性存款平均餘額低於 TWD\$ 15 萬,每張收費 TWD\$ 10 三個月活期性存款平均餘額達 TWD\$ 15 萬(含)以上 免費 3months average deposit balance <150,000, charge TWD\$ 10 per Cheque 3months average deposit balance =>150,000, free
支栗 Cheque	申領專戶支票 Issuance of Personalized Cheque Bool 退票違約金 Bounced Cheque Handling	每張 TWD\$ 10 (最低印製量 2,000 張) TWD\$ 10 per Cheque (Minimum Required Printing Quantity is 2,000) 每張 TWD\$ 225 TWD\$ 225 per Cheque returned
	註記退票 Annotation of Bounced Cheque 台幣票據託收 Local Currency	每張 TWD\$ 150 TWD\$ 150 per Cheque returned 每張 TWD\$ 10
	Cheque Collection Handling Fee 託收票據委託同業代收 Deposit Cheque via Partnered Bank	TWD\$ 10 per Cheque (依受託行收費標準+另加 TWD\$ 5)/每張(目前收費標準為 TWD\$ 31) (Partnered Bank Standard Fee + TWD\$ 5) per Cheque (The current fee is TWD\$ 31)
	託收票據 - 撤票 Deposited Cheque Withdrawal	每張 TWD\$ 100 TWD\$ 100 per Cheque



			-		1
			[送件地區	收費/每趟
	託收票據-退件	託收票據-退件及撤票遞送費用		Delivery Location	Fee / Each Trip
	Deposited Chequ			台北市 Taipei City	TWD\$100
	Withdrawal Deliv	very Charge		其他地區	TH/D6450
				Others	TWD\$150
	Application or Cancellation Charge 票據掛失止付 Stop Payment of Cheque 調閱/複印庫存託收票 Betrieval of Post Dated Cheque(PDC)		血箏 TV	VD\$ 100	
			每筆 TWD\$ 100 TWD\$ 100 per Cheque		
			每份 TWD\$ 150		
				VDŞ 150 50 per request	
				50 per request	
			每張 TV	1	
			TWD\$ 5	0 per PDC	
			每張 TV	VD\$ 50	
	Issuance of Cash	ier Order		0 per Cashier Order	
			面額 TWD\$ 100 萬以內每張 TWD\$ 400		
	簽發台支	of Taiwan Cheque		VD\$ 100 萬(含)以上每張 TWD	
	Issuance of Bank	or raiwall cheque	Cheque amount of <twd\$ -="" 1,000,000="" 400="" per="" piece<br="" twd\$="">Cheque amount of >=TWD\$ 1,000,000 - TWD\$ 200 per piece</twd\$>		
		手續費		金額 0.05%計收(每張最低 TW	
		Handling Fee			TWD\$ 200, Maximun TWD\$ 800)
				付款行所在地	收費/每筆
				有款有所在地 Paying Bank Location	权 頁/ 母津 Fee / Each
	de The second			台灣/香港/澳門	TWD\$ 200
	光票託收 Class Callestian	4 T #		Taiwan/Hong Kong/ Macau	1003 200
	Clean Collection 郵電費 Cable Fee			亞洲/紐澳 Asia/New Zealand& Australia	TWD\$ 250
		Cable Fee		Sid/New Zealand Australia 歐美及其他地區	
			Europe/America and Others		
				一付款行,同一幣別,同一	
			(Notice:	Same paying bank, currency a	nd applicant regard as <mark>a transaction)</mark>
	台幣金資匯出匯款-手續費 FISC Domestic Payment - Commission			VD\$ 200 萬(含)以內,每筆 TV	-
				VD\$ 200 萬以上每逾 TWD\$ 10	
				: <= TWD\$ 2,000,000 - TWD\$ 3	every additional TWD\$ 1,000,000
		媒體交換自動轉帳服			
		務(ACH)委託代收或代		付每筆手續費 TWD\$ 10	
台幣匯款		付業務	ACH Pay	/ment / Collection -TWD\$ 10 /	each
服務 Local Currency		媒體交換自動即時轉			
Remittance		帳服務(eACH)委託代	eACH Payment / Collection -TWD\$ 12 / each		
Services	手續費 ACH Payment /	收或代付業務			
	Collection -	代繳授權書核印 Direct Debit		權書核印每筆手續費 TWD\$5	
	Commission	Authorization (DDA)	Verificat	tion of debit authorization - TV	VDŞ 55 / each
		代繳電子化授權	電子化授權每筆手續費 TWD\$ 25		
		Enhanced Direct Debit	Electronics verification of debit authorization - TWD\$2		ization - TWD\$25 / each
		Authorization (eDDA)			
		一般電匯-手續費 Payment Commission		VD\$ 600 元 00 / each	
		一般電匯-郵電費		•	
		Non-Full Payment		VD\$ 300 元 00 / aaab	
外教医共		Cable Fee	TWD\$ 3	00 / each	
外幣匯款 服務	匯出匯款-電匯	全額到行郵電費	4	VD\$ 600 元	
Foreign	Outward	Full Payment Cable Fee			
Currency	Remittance- Telex	改匯(為修改受款人或			
Remittance	Remittance	帳號等內容)-郵電費 Amendment (Amend		VD\$ 300 元	
Services		for payee or account	TWD\$ 3	00 / each	
		number)-Cable Fee			
		退匯/取消	毎箏 T\/	VD\$ 300 元	
		Remittance		00 / each	
		Rejection/Cancellation	ĻĴ	-	



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補發存摺	每份 TWD\$ 100
Reissuance of Passbook	TWD\$ 100 per change
補發存單	每份 TWD\$ 100
Reissuance of TD Certificate	TWD\$ 100 per change
列印傳票	1. 分行文件調閱,每張 TWD\$ 100
	 倉庫文件調閱,每張 TWD\$ 100+每次 TWD\$ 800 (調閱紀錄費)
Copy of Historical Records e.g. Deposit Withdrawal Slip,	1. For voucher kept at Branch - TWD\$ 100 / each
Remittances, Cheque images etc	2. For voucher kept at storage - TWD\$ 100 each (archived voucher) + TWD\$
Remittances, cheque images etc	800 / each
	近期(一年以內),每月每份 TWD\$ 50,惟每次申請最高收取至 TWD\$
列印對帳單/定存利息明細表/水單收	1,000
據/ 電文	早期(逾一年),每月每份 TWD\$ 100,惟每次申請最高收取至 TWD\$ 2,000
Request for Historical Account	Period requested within 1 year - TWD\$ 50 per month per copy, max TWD\$
Statement/Time Deposit Interest	1,000 per request
List/Receipt/Telegraph	Period requested > 1 year ago - TWD\$ 100 per month per copy, max TWD\$
	2,000 per request
法院扣押款-手續費	每筆 TWD\$ 200 元
Hold by Court Order-Commission	TWD\$ 200 / each
	每筆 TWD\$ 5 元; 商家代碼設定費 TWD \$3,000 /每組; 商家代碼維護費 TWD
虛擬帳戶收款服務	\$3,000/每組每月
Virtual Account Collection	TWD\$ 5 / each transaction ; Corporate Code setup fee TWD \$3,000/set ;
	Corporate Code maintenance fee TWD \$3,000/per set per month

* If we need to convert currency, we will do so using our prevailing currency exchange rate at the time.

* When [¬] Foreign currency cash services [¬] are not relevant to Institutional Banking, we will charge corresponding services fees based on [¬] Consumer Banking Standard Tariff [¬].
 * The Bank's latest announcement shall prevail if there is any revision, addition and/or deletion on any service fee charge item, and all other service fee charges will remain unchanged.



DBS Bank (Taiwan) Ltd Offshore Banking Unit Standard Tariff (OBU) - Cash Management Service Updated: 2020/04/27 Effective: 2020/06/26

服務項目			收費標準
Service/Item			Service Charge
IDEAL 企業網路 銀行	公司戶申請密碼機與重置費 Issuance of Corporate Internet Banking Security Token 網路銀行客戶端 技術支援及教育訓練		實體動態密碼器:每個實體動態密碼器 USD\$17 數位動態密碼器:費用免收 Physical Token: USD\$17 per token Digital Token: No fee required 每趟 USD\$50
	On-site Support or Training		USD\$50 each trip/location
帳戶服務 Account Services	帳戶管理費 Account Maintenance Fee		每月 USD\$15,或其他等值 USD\$15 之外幣。 當月台外幣活期性存款平均餘額合計達 USD\$3,000.00(含)以上 免收帳管費。 若有申請其他特殊專案帳戶,則依該帳戶條款收取帳戶管理費用。 USD\$ 15 per month, or equivalent USD\$15 for other foreign currency. The monthly average deposit balance => USD\$3,000.00, free. If applied any special account program, will follow its term and conditional for service charge if any.
		手續費	依票面金額 0.05%計收(每張最低 USD\$ 7,最高 USD\$ 27)
支栗 Cheque	光票託收 Clean Collection	郵電費 Cable Fee	0.05% of check face amount(Minimum USD\$ 7,Maximun USD\$ 27)
外幣匯款服 務 Foreign Currency Remittance Services	Remittance	一般電匯-郵電費 Non-Full Payment Cable Fee 全額到行郵電費 Full Payment Cable Fee 改匯-郵電費 Amendment-Cable Fee 退匯/取消 Remittance Rejection/Cancellation 退匯後重匯-手續費 Re-remit after rejection-Commission 退匯後重匯-郵電費 Re-remit after rejection-Cable Fee 由本行 OBU 匯至本 行 DBU-手續費 Commission for account transfer from	USD\$ 20 / each 每筆 USD\$ 10 元 USD\$ 10 / each 每筆 USD\$ 20 元 USD\$ 20 / each 每筆 USD\$ 10 元 USD\$ 10 / each 每筆 USD\$ 10 元 USD\$ 10 / each 每筆 USD\$ 25 元 USD\$ 25 / each 每筆 USD\$ 10 元 USD\$ 10 / each
	DBS's OBU to DBS's DBU DBS's OBU to DBS's DBU 匯出匯款-票匯 一般票匯-手續費 (註: 不論金額太 小, 一律發 Remittance- MT110 通知國 外) Normal Draft Remittance- Outward Remittance-Cable Fee 每筆 USD\$ 5 元 USD\$ 5 / each MT110 通知國 外) 一般票匯-郵電費 Normal Draft Remittance-Cable Fee 每筆 USD\$ 10 元 USD\$ 10 / each		USD\$ 5 / each 每筆 USD\$ 10 元



	Remittance (Note: MT110 message will be sent for all amount.)	止付-手續費 Stop Payment- Commission	每筆 USD\$ 50 元(註: 未提示原票據) USD\$ 50 / each (Note: The original draft is not addressed.)	
		止付-郵電費 Stop Payment-Cable Fee	每筆 USD\$ 10 元 USD\$ 10 / each	
	改進-子續質 Amendment- Commission		每筆 USD\$ 5 1. 客戶退回原開票據,要求重行開立另一票據 2. 電報取消原開票+一般票匯 USD\$ 5 / each 1. Customer returns the original issued draft, and asks to issue a new draft. 2. Send out telex to cancel the original draft + normal draft remittance	
		改匯-郵電費 Amendment-Cable Fee	每筆 USD\$ 20 元(二通電報) USD\$ 20 / each (2 pieces of telex message)	
	匯入匯款	一般電匯-手續費 Normal Remittance- Commission	每筆 USD\$ 15 元 USD\$ 15 / each	
	匯入匯款 Inward Remittance Commission for account transfer from DBS's OBU		免收手續費 No commission required	
	大陸匯款 手續費 Outward Handling fee Remittance from 郵電費		每筆 USD\$ 20 元 USD\$ 20 / each 每筆 USD\$ 10 元	
	TW to China	Cable Fee	USD\$ 10 / each	
	申請存款證明		每份 USD\$7元,每增加乙份加收 USD\$3.5元	
	Balance Certificate	9	1st copy = USD\$ 7, additional will be at USD\$ 3.5 per copy	
	補發存摺		每份 USD\$ 3.5 元	
	Reissuance of Pass	sbook	USD\$ 3.5 per change	
	補發存單 Deiceurance of TD(Cortificato	每份 USD\$ 3.5 元 USD\$ 3.5 per change	
其他服務	Reissuance of TD Certificate 列印傳票 Copy of Historical Records e.g. Deposit Withdrawal Slip, Remittances, Check Images etc		1. 分行文件調閱,每張 USD\$ 3.5 元 2. 倉庫文件調閱,每張 USD\$ 3.5 元+每次 USD\$ 27.5 元(調閱紀錄費) 1. For voucher kept at Branch - USD\$ 3.5 / each 2. For voucher kept at storage - USD\$ 3.5 / each (archived Voucher) + USD\$ 27.5 / each	
Other Services 列印對帳單/定存利息 據/電文 Request for Historical Statement/Time Depo List/Receipt/Telegraph		rical Account Deposit Interest	近期(一年以內) ,每月每份 USD\$ 2 元,惟每次申請最高收取至 USD\$ 35 元 早期(逾一年),每月每份 USD\$ 3.5 元,惟每次申請最高收取至 USD\$ 69 元 Period requested within 1 year - USD\$ 2 per month per copy, maximum USD\$ 35 per request Period requested > 1 year ago - USD\$ 3.5 per month per copy, maximum USD\$ 69 per request	
	虛擬帳戶收款服務 Virtual Account Collection		每筆 USD\$ 0.2 元; 商家代碼設定費 USD \$100 / 每組; 商家代碼維護費 USD \$ 100/每組每月 USD\$ 0.2 / each transaction; Corporate Code setup fee USD \$100/set; Corporate Code maintenance fee USD \$100/per set per month	
	法院扣押款-手續費 Hold by Court Order-Commission		每筆 USD\$ 10 元 USD\$ 10 / each	

 * If we need to convert currency, we will do so using our prevailing currency exchange rate at the time.
 * When [¬] Foreign currency cash services [¬] are not relevant to Institutional Banking, we will charge corresponding services fees based on [¬] Consumer Banking Standard Tariff [¬].
 * The Bank's latest announcement shall prevail if there is any revision, addition and/or deletion on any service fee charge item, and all other service fee charges will remain unchanged.



DBS Bank (Taiwan) Standard Tariff (DBU) - Import/Export Trade Business

Updated: 2013/10/02 Effective: 2013/10/20

進口業務收費標準 Import Service Charges		
服務項目 Service/Item	說明 Description	收費標準 Listed Pricing
進口開狀 Import Letter of Credit / Re-issue	d LC / Back-to-Back LC	
開發信用狀: LC Issuance:	i) 開發信用狀手續費 每一季 i) LC Issuance Fees - for each quarter	依信用狀金額 0.25%計收 , 最低收費 NT\$800 0.25% of LC amount, Min. NT\$800
	i) 增加信用狀金額 - 毎一季 i) Increase in LC amount - for each quarter	依信用狀金額 0.25%計收 , 最低收費 NT\$800 0.25% of LC amount, Min. NT\$800
信用狀修改: LC Amendment:	ii) 延長信用狀有效期間 - 每一季 ii) Extension of validity - for each quarter	依信用狀金額 0.125%計收 , 最低收費 NT\$800 0.125% of LC amount, Min. NT\$800
	iii) 其他修改事項 iii) Other Amendments	NT\$600
	請信用狀以短電的方式開發,則開狀行; e charges shall be levied if applicants ap	
開發銀行保證函/擔保信用狀 Bank Guarantee/Standby LC (Fore	eign Currency)	
開發銀行保證函/擔保信用狀: BG/SBLC Issuance:	i) 開發銀行保證函/擔保信用狀手 續費	依銀行保證函/擔保信用狀信用狀金額 1% p.a.計收(依銀行 保證函/擔保信用狀實際天數計算), 最低收費 NT\$3,000 1% p.a. of Guarantee/SBLC amount on actual days, Min.
	i) Issuance Commission	NT\$3,000
	i) 增加銀行保證函/擔保信用狀金 額 i) Increase in BG/SBLC amount	依銀行保證函/擔保信用狀信用狀金額 1% p.a.計收(依銀行 保證函/擔保信用狀實際天數計算), 最低收費 NT\$3,000 1% p.a.of Guarantee/SBLC amount on actual days, Min. NT\$3,000
銀行保證函/擔保信用狀修改: BG/SBLC Amendment:	ii) 延長銀行保證函/擔保信用狀有 效期間 ii) Extension of validity	依銀行保證函/擔保信用狀信用狀金額 1% p.a.計收(依銀行 保證函/擔保信用狀實際天數計算),最低收費 NT\$3,000 1% p.a.of Guarantee/SBLC amount on actual days, Min. NT\$3,000
	iii) 其他修改事項 iii) Other Amendments	NT\$1,000
信用狀之撤銷 Cancellation on LC		
信用狀之撤銷: LC Cancellation:	i) 手續費 (信用狀需完全未使用) i) Handling Fee(L/C has to be entirely unused)	NT\$800
進口到單 Import Bills		
	i) 超押費用 i) Excess drawing of Import LC	超押金額之 0.25%, 最低收費 NT\$800 (收費計算期間自到單 日起至信用狀到期日止) 0.25% of LC overdrawn amount, Min. NT\$800 (Commission is charged from the inward bill receipt date to LC expiry date)
信用狀項下之到單: Bills under LC:	ii) 承兌/延期付款手續費 ii) Acceptance/Deferred payment Commission	依信用狀金額之 1.25%計收(依實際遠期信用狀天數計算), 最低收費 NT\$1,500(除非信用狀另有規定,手續費將於付款 時向受益人扣收) 1.25% of LC amount on actual tenor of seller's usance LC, Min. NT\$1,500 (Collected from beneficiary unless otherwise specified)
	iii) 瑕疵費 iii) Discrepancy Fees	US\$60 (如果提示文件為瑕疵文件,瑕疵費將於付款時向受益 人扣收,僅適用外幣信用狀) US\$60 or equivalent /Flat chargeable to Beneficiary if discrepant documents presented.



	iv) 文件寄回出口方銀行 iv) Documents returned to sender	US\$40(僅適用外幣信用狀) US\$40 or equivalent /Flat
	i) 承兌交單(DA)手續費 i) Handling Commission of DA	依託收金額之 0.2%計收, 最低收費 NT\$500 0.2% of bills amount, Min. NT\$500
託收項下之到單: Bills for Collection:	ii) 付款交單(DP)手續費 ii) Handling Commission of DP	依託收金額之 0.15%計收,最低收費 NT\$500 0.15% of bills amount, Min.NT\$500
	iii) 文件寄回出口方銀行 iii) Documents returned to sender	US\$40
	i) 手續費 i) Handling Commission	依融資金額之 0.1%計收,最低收費 NT\$500 0.1% of OA Finance/BRP amount, Min. NT\$500
進口記帳融資: mport OA Finance/Bills Receivable Purchase (Import,	ii) 匯出匯款手續費 ii) Outward Remittance Fees	NT\$600
Local):	iii) 匯出匯款郵電費 iii) Cable/Postage of Outward Remittance	NT\$300
出口業務收費標準	•	
Export Service Charges 服務項目 Service/Item	說明 Description	收費標準 Listed Pricing
信用狀通知及修改 LC Advising and Amendment		
正本信用狀通知: Driginal LC Advising:		NT\$800
多改信用狀通知: Amendment LC Advising:		NT\$400
信用狀通知之撤銷 Cancellation of LC Advising:		NT\$800
出口信用狀掛失 Export LC Lost		
手續費 Handling Fees		NT\$3,500
轉開信用狀 Fransfer of LC		
全額/部份轉讓不換單: Full/Partial Transfer without Substitution of Invoice:		
正本信用狀 Driginal LC		NT\$800
。 修改信用狀 Amendment LC		NT\$400
全額/部份轉讓換單: Full/Partial Transfer with Substitution of Invoice:		
正本信用狀 Driginal Transfer LC	i) 信用狀轉讓手續費 每一季 i) Transfer LC Issuance Fees - for each guarter	依信用狀轉讓金額 0.25%計收 , 最低收費 NT\$800 0.25% of Transferred LC amount, Min. NT\$800
	i) 增加信用狀轉讓金額 i) Increase in Transfer LC amount	依信用狀金額 0.25%計收(依實際天數計算), 最低收費 NT\$800 0.25% of Transferred LC amount on actual days, Min. NT\$800
修改信用狀: Fransfer LC Amendment:	ii) 延長轉讓信用狀有效期間 - 每一季 ii) Extension of validity - for each quarter	
	iii) 其他修改事項 iii) Other Amendments	NT\$600
出口單據		



	i) 手續費	依押匯金額 0.1%計收, 最低收費 NT\$500
	i) Handling Commission	0.1% of Bills Amount, Min. NT\$500
	ii)轉押匯手續費	依押匯金額 0.2%計收, 最低收費 NT\$500
	ii) Re-Negotiation Commission	0.2% of Bills Amount, Min. NT\$500
	iii) 匯出匯款手續費	依匯出匯款金額之 0.05%計收, 最高收費 NT\$800 最低收費
出口押匯/信用狀項下託收:	iii) Outward Remittance Fee	NT\$100
Bills Negotiation/Collection under	,	0.05% of OTT amount, Min. NT\$100, Max. NT\$800
LC:	iv) 匯出匯款郵電費	
	iv) Cable/Postage of Outward	NT\$300
	Remittance	
	v) 出押息天數(即期 LC)	12 天
	v) Days of transit interest charged(Sight LC)	12 days
出口託收:	手續費	依託收金額 0.05%計收, 最低收費 NT\$500
표 미 하다. Bills for Collection (DA/DP):	丁領頁 DA/DP Commission	化記收金額 0.05% 副收, 取低收貢 N13500 0.05% of Bills Amount, Min. NT\$500
	i) 手續費	依融資金額 0.1%計收, 最低收費 NT\$500
	i) Handling Commission	0.1% of OA Finance/BRS/BRD Amount, Min. NT\$500
出口記帳融資:		
Export OA finance /	ii) 匯出匯款手續費 ii) Outward Remittance Fees	NT\$600
Bills Receivable Sales/		
Bills Receivable Discount:	iii) 匯出匯款郵電費	
	iii) Cable/Postage of Outward	NT\$300
	Remittance	
其他項目收費標準		
Other Charges	10.07	u alle tes se-
服務項目 Service/Item	說明	收費標準 Listed Driving
-	Description	Listed Pricing
其他項目收費標準 General Charges		
	台灣/限時掛號郵件	
	Taiwan/Registered Airmail	NT\$250
	香港/澳門/東北亞/東南亞	
寄件郵費	Hong Kong/Macau/Northeast	NT\$600
	Asia/Southeast Asia	
Postage		
Postage	歐洲/美國/紐西蘭/澳洲/西亞	
Postage	Europe/USA/New Zealand/	NT\$1,000
Postage	Europe/USA/New Zealand/ Australia/West Asia	NT\$1,000
Postage	Europe/USA/New Zealand/ Australia/West Asia 其他國家/地區	
Postage	Europe/USA/New Zealand/ Australia/West Asia 其他國家/地區 Others	NT\$1,000 NT\$1,200
Postage	Europe/USA/New Zealand/ Australia/West Asia 其他國家/地區 Others 全電	NT\$1,200
Postage 電報費	Europe/USA/New Zealand/ Australia/West Asia 其他國家/地區 Others	
。 電報費	Europe/USA/New Zealand/ Australia/West Asia 其他國家/地區 Others 全電	NT\$1,200 NT\$1,000
。 電報費	Europe/USA/New Zealand/ Australia/West Asia 其他國家/地區 Others 全電 Full cable	NT\$1,200
。 電報費	Europe/USA/New Zealand/ Australia/West Asia 其他國家/地區 Others 全電 Full cable 短電 Short cable	NT\$1,200 NT\$1,000 NT\$500
電報費 Cable Charges	Europe/USA/New Zealand/ Australia/West Asia 其他國家/地區 Others 全電 Full cable 短電	NT\$1,200 NT\$1,000 NT\$500 NT\$150/每張
電報費 Cable Charges 調閱資料/憑證:	Europe/USA/New Zealand/ Australia/West Asia 其他國家/地區 Others 全電 Full cable 短電 Short cable 一年內(含一年)之交易資料/憑證	NT\$1,200 NT\$1,000 NT\$500
電報費 Cable Charges 調閱資料/憑證: Retrieve Historical	Europe/USA/New Zealand/ Australia/West Asia 其他國家/地區 Others 全電 Full cable 短電 Short cable 一年內(含一年)之交易資料/憑證 Transaction period - up to1 Year (inclusive)	NT\$1,200 NT\$1,000 NT\$500 NT\$150/每張 NT\$150/Page
電報費 Cable Charges 調閱資料/憑證: Retrieve Historical	Europe/USA/New Zealand/ Australia/West Asia 其他國家/地區 Others 全電 Full cable 短電 Short cable 一年內(含一年)之交易資料/憑證 Transaction period - up to1 Year (inclusive) 超過一年之交易資料/憑證	NT\$1,200 NT\$1,000 NT\$500 NT\$150/每張 NT\$150/每張 NT\$200/每張
電報費 Cable Charges 調閱資料/憑證: Retrieve Historical Records/Statement:	Europe/USA/New Zealand/ Australia/West Asia 其他國家/地區 Others 全電 Full cable 短電 Short cable 一年內(含一年)之交易資料/憑證 Transaction period - up to1 Year (inclusive)	NT\$1,200 NT\$1,000 NT\$500 NT\$150/每張 NT\$150/Page
電報費 Cable Charges 調閱資料/憑證: Retrieve Historical Records/Statement: 會計師事務所函證之確認及回覆/	Europe/USA/New Zealand/ Australia/West Asia 其他國家/地區 Others 全電 Full cable 短電 Short cable 一年內(含一年)之交易資料/憑證 Transaction period - up to1 Year (inclusive) 超過一年之交易資料/憑證	NT\$1,200 NT\$1,000 NT\$500 NT\$150/每張 NT\$150/每張 NT\$200/每張
電報費 Cable Charges 調閱資料/憑證: Retrieve Historical Records/Statement: 會計師事務所函證之確認及回覆/ 出具客戶信用證明	Europe/USA/New Zealand/ Australia/West Asia 其他國家/地區 Others 全電 Full cable 短電 Short cable 一年內(含一年)之交易資料/憑證 Transaction period - up to1 Year (inclusive) 超過一年之交易資料/憑證	NT\$1,200 NT\$1,000 NT\$500 NT\$150/每張 NT\$150/每張 NT\$200/每張 NT\$200/Page
電報費 Cable Charges 調閱資料/憑證: Retrieve Historical Records/Statement: 會計師事務所函證之確認及回覆/ 出具客戶信用證明 Apply for Audit	Europe/USA/New Zealand/ Australia/West Asia 其他國家/地區 Others 全電 Full cable 短電 Short cable 一年內(含一年)之交易資料/憑證 Transaction period - up to1 Year (inclusive) 超過一年之交易資料/憑證	NT\$1,200 NT\$1,000 NT\$500 NT\$150/每張 NT\$150/每張 NT\$200/每張
電報費 Cable Charges 調閱資料/憑證: Retrieve Historical Records/Statement: 會計師事務所函證之確認及回覆/ 出具客戶信用證明 Apply for Audit Confirmation/Client's Credit	Europe/USA/New Zealand/ Australia/West Asia 其他國家/地區 Others 全電 Full cable 短電 Short cable 一年內(含一年)之交易資料/憑證 Transaction period - up to1 Year (inclusive) 超過一年之交易資料/憑證	NT\$1,200 NT\$1,000 NT\$500 NT\$150/每張 NT\$150/每張 NT\$200/每張 NT\$200/Page
電報費 Cable Charges 調閱資料/憑證: Retrieve Historical Records/Statement: 會計師事務所函證之確認及回覆/	Europe/USA/New Zealand/ Australia/West Asia 其他國家/地區 Others 全電 Full cable 短電 Short cable 一年內(含一年)之交易資料/憑證 Transaction period - up to1 Year (inclusive) 超過一年之交易資料/憑證	NT\$1,200 NT\$1,000 NT\$500 NT\$150/每張 NT\$150/每張 NT\$200/每張 NT\$200/Page
電報費 Cable Charges 調閱資料/憑證: Retrieve Historical Records/Statement: 會計師事務所函證之確認及回覆/ 出具客戶信用證明 Apply for Audit Confirmation/Client's Credit	Europe/USA/New Zealand/ Australia/West Asia 其他國家/地區 Others 全電 Full cable 短電 Short cable 一年內(含一年)之交易資料/憑證 Transaction period - up to1 Year (inclusive) 超過一年之交易資料/憑證	NT\$1,200 NT\$1,000 NT\$500 NT\$150/每張 NT\$200/每張 NT\$200/Page



國內信用狀 Local LC Issuance (Local Currer	ncy)	
服務項目	說明	收費標準
Service/Item	Description	Listed Pricing
	i) 開發即期信用狀手續費 i) Local LC Issuance Fees - LC Tenor:	依信用狀金額 0.25%計收(依實際天數計算), 最低收費 NT\$800
	At sight	0.25% of LC amount on actual days, Min. NT\$800
開發國內信用狀: Local LC Issuance :	NT\$500	於信用狀到單後轉進口貸款,則開發信用狀之手續費為 f NT\$ T/R loan applied by LC applicant.
	i) 開發遠期信用狀手續費 ii) Local LC Issuance Fees - LC Tenor: Usance	依信用狀金額 0.25%計收(依實際天數計算), 最低收費 NT\$800 0.25% of LC amount on actual days, Min. NT\$800
	i) 增加信用狀金額 i) Increase in LC amount	依信用狀金額 0.25%計收(依實際天數計算), 最低收費 NT\$400 0.25% of LC amount on actual days, Min.NT\$400
信用狀修改: Local LC Amendment:	ii) 延長信用狀有效期間 - 每一季 ii) Extension of validity - for each quarter	依信用狀金額 0.125%計收, 最低收費 NT\$400 0.125% of LC amount, Min. NT\$400
	iii) 其他修改事項 iii) Other Amendments	NT\$400
信用狀承兌: Acceptance Commission:	ii) 遠期信用狀承兌費 ii) Local Usance LC Acceptance Commission	依信用狀金額 1.25%計收(依實際遠期信用狀天數計算),最 低收費 NT\$1,500 1.25% of LC amount on actual tenor of seller's Usance LC, Min. NT\$1,500

* If we need to convert currency, we will do so using our currency exchange rate in force at the time.



DBS Bank (Taiwan) Ltd Offshore Banking Unit Standard Tariff (OBU) - Import/Export Trade Business

Updated: 2013/10/02 Effective: 2013/10/20

進口業務收費標準 Import Service Charges		
服務項目 Service/Item	說明 Description	收費標準 Listed Pricing
進口開狀 Import Letter of Credit / Re-issued	I LC / Back-to-Back LC	
開發信用狀: LC Issuance:	i) 開發信用狀手續費 每一季 i) LC Issuance Fees - for each quarter	依信用狀金額 0.25%計收 , 最低收費 US\$30 0.25% of LC amount, Min. US\$30
	i) 增加信用狀金額 - 每一季 i) Increase in LC amount - for each quarter	依信用狀金額 0.25%計收 , 最低收費 US\$30 0.25% of LC amount, Min. US\$30
信用狀修改: LC Amendment:	ii) 延長信用狀有效期間 - 每一季 ii) Extension of validity - for each quarter	依信用狀金額 0.125%計收,最低收費 US\$30 0.125% of LC amount, Min. US\$30
	iii) 其他修改事項 iii) Other Amendments	US\$20.
	请信用狀以短電的方式開發,則開狀行狀 charges shall be levied if applicants app	
開發銀行保證函/擔保信用狀 Bank Guarantee/Standby LC	enarges shan be reviewly apprearies app	
開發銀行保證函/擔保信用狀:	i) 開發銀行保證函/擔保信用狀手續 費	依銀行保證函/擔保信用狀信用狀金額 1% p.a.計收(依銀行 保證函/擔保信用狀實際天數計算),最低收費 US\$100
BG/SBLC Issuance:	i) Issuance Commission	1% p.a. of Guarantee/SBLC amount on actual days, Min. US\$100
	i) 增加銀行保證函/擔保信用狀金額 i) Increase in BG/SBLC amount	依銀行保證函/擔保信用狀信用狀金額 1% p.a.計收(依銀行 保證函/擔保信用狀實際天數計算),最低收費 US\$100 1% p.a. of Guarantee/SBLC amount on actual days, Min. US\$100
銀行保證函/擔保信用狀修改: BG/SBLC Amendment:	ii) 延長銀行保證函/擔保信用狀有效 期間 ii) Extension of validity	依銀行保證函/擔保信用狀信用狀金額 1% p.a.計收(依銀行 保證函/擔保信用狀實際天數計算), 最低收費 US\$100 1% p.a. of Guarantee/SBLC amount on actual days, Min. US\$100
	iii) 其他修改事項 iii) Other Amendments	US\$35.
信用狀之撤銷 Cancellation on LC		
信用狀之撤銷: LC Cancellation:	i) 手續費 (信用狀需完全未使用) i) Handling Fee(L/C has to be entirely unused)	US\$30.
進口到單 Import Bills		
	i) 超押費用 i) Excess drawing of Import LC	超押金額之 0.25%, 最低收費 US\$30 (收費計算期間自到單 日起至信用狀到期日止) 0.25% of LC overdrawn amount, Min. US\$30. (Commission is charged from the inward bill receipt date to LC expiry date)
信用狀項下之到單: Bills under LC:	ii) 承兌/延期付款手續費 ii) Acceptance/Deferred payment Commission	依信用狀金額之 1.25%計收(依實際遠期信用狀天數計算), 最低收費 US\$50(除非信用狀另有規定,手續費將於付款時 向受益人扣收) 1.25% of LC amount on actual tenor of seller's Usance LC, Min. US\$50(Collected from beneficiary unless otherwise specified)



		USCCO/LE用用二子从为四方子从四方弗收升从为时人会
	iii) 瑕疵費	US\$60 (如果提示文件為瑕疵文件,瑕疵費將於付款時向受益人扣收)
	iii) Discrepancy Fees	US\$60 or equivalent /Flat chargeable to Beneficiary if discrepant documents presented.
	iv) 文件寄回出口方銀行 iv) Documents returned to sender	US\$40
	i) 承兌交單(DA)手續費 i) Handling Commission of DA	依託收金額之 0.2%計收, 最低收費 US\$20 0.2% of bills amount, Min. US\$20
託收項下之到單: Bills for Collection:	ii) 付款交單(DP)手續費 ii) Handling Commission of DP	依託收金額之 0.15%計收, 最低收費 US\$20 0.15% of bills amount, Min. US\$20
	iii) 文件寄回出口方銀行 iii) Documents returned to sender	US\$40
	i) 手續費 i) Handling Commission	依融資金額之 0.1%計收,最低收費 US\$20 0.1% of OA Finance/BRP amount, Min. US\$20
進口記帳融資: Import OA Finance/Bills Receivable Purchase (Import,	ii) 匯出匯款手續費 ii) Outward Remittance Fees	US\$20
Local):	iii) 匯出匯款郵電費 iii) Cable/Postage of Outward Remittance	US\$10
出口業務收費標準 Export Service Charges		
服務項目 Service/Item	說明 Description	收費標準 Listed Pricing
信用狀通知及修改 LC Advising and Amendment		
正本信用狀通知: Original LC Advising:		US\$30
修改信用狀通知: Amendment LC Advising:		US\$15
信用狀通知之撤銷 Cancellation of LC Advising:		US\$30
出口信用狀掛失 Export LC Lost		
手續費 Handling Fees		US\$120
轉開信用狀 Transfer of LC		
全額/部份轉讓不換單: Full/Partial Transfer without Substitution of Invoice:		
正本信用狀 Original LC		US\$30
修改信用狀 Amendment LC		US\$15
全額/部份轉讓換單: Full/Partial Transfer with Substitution of Invoice:		
正本信用狀 Original Transfer LC	i) 信用狀轉讓手續費 每一季 i) Transfer LC Issuance Fees - for each quarter	依信用狀轉讓金額 0.25%計收 , 最低收費 US\$30 0.25% of Transferred LC amount, Min. US\$30
		依信用狀金額 0.25%計收(依實際天數計算), 最低收費



	ii) 延長轉讓信用狀有效期間 - 每一 季	依信用狀轉讓金額 0.125%計收,最低收費 US\$30
	ii) Extension of validity - for each quarter	0.125% of Transferred LC amount, Min. US\$30
	iii) 其他修改事項 iii) Other Amendments	US\$20
出口單據 Export Bills		
	i) 手續費 i) Handling Commission	依押匯金額 0.1%計收 , 最低收費 US\$20 0.1% of Bills Amount, Min. US\$20
出口押匯/信用狀項下託收: Bills Negotiation/Collection under LC:	ii) 轉押匯手續費 ii) Re-Negotiation Commission	依押匯金額 0.2%計收 , 最低收費 US\$20 0.2% of Bills Amount, Min. US\$20
	iii) 匯出匯款手續費 iii) Outward Remittance Fee	依匯出匯款金額之 0.05%計收, 最高收費 US\$30 最低收費 US\$10 0.05% of OTT amount, Min. US\$10, Max. US\$30
	iv) 匯出匯款郵電費 iv) Cable/Postage of Outward Remittance	US\$10.
	v) 出押息夭數(即期 LC) v) Days of transit interest charged (Sight LC)	12 天 12 Days
出口託收:	手續費	依託收金額 0.05%計收, 最低收費 US\$20
Bills for Collection (DA/DP):	DA/DP Commission i) 手續費	0.05% of Bills Amount, Min. US\$20 依融資金額 0.1%計收,最低收費 US\$20
出ロ記帳融資: Export OA finance / Bills Receivable Sales/	i) Handling Commission	0.1% of OA Finance/BRS/BRD Amount, Min. US\$20
	ii) 匯出匯款手續費 ii) Outward Remittance Fees	US20
Bills Receivable Discount:	iii) 匯出匯款郵電費 iii) Cable/Postage of Outward Remittance	US\$10.
其他項目收費標準 Other Charges		
服務項目 Service/Item	說明 Description	收費標準 Listed Pricing
其他項目收費標準	Description	
General Charges		
寄件郵費 Postage	台灣/限時掛號郵件 Taiwan/Registered Airmail	US\$8
	香港/澳門/東北亞/東南亞 Hong Kong/Macau/Northeast Asia/Southeast Asia	US\$20
	歐洲/美國/紐西蘭/澳洲/西亞 Europe/USA/New Zealand/ Australia/West Asia	US\$35
	其他國家/地區 Others	US\$40
電報費	全電 Full cable	US\$35
Cable Charges	短電 Short cable	US\$20



調閱資料/憑證: Retrieve Historical Records/Statement:	ー年內(含一年)之交易資料/憑證 Transaction period - up to1 Year (inclusive)	US\$10/毎張 US\$10/Page
	超過一年之交易資料/憑證 Transaction period - Exceed 1 Year	US\$10/每張 US\$10/Page
會計師事務所函證之確認及回覆/ 出具客戶信用證明 Apply for Audit Confirmation/Client's Credit Report		US\$20
簽章確認費用 Fees of Signature Verification		US\$10

 $\boldsymbol{\ast}$ If we need to convert currency, we will do so using our currency exchange rate in force at the time.

