

# **General Agreement for Accounts and Services**

With reference to my/our various deposit, trust and/or other account(s) with HSBC Bank (Taiwan) Limited, (the "Bank") and transactions and services entered into/to be entered and/or provided or to be provided thereunder, I/we (the "Customer") hereby execute this General Agreement for Accounts and Services ("General Agreement") and agrees to be bound by, to the extent applicable, the following terms and conditions. The customer shall separately apply for the use of services if required by the Bank.

#### I. General Terms and Conditions

Unless otherwise agreed upon for transactions of specific types between the Customer and the Bank, the following general terms and conditions shall apply to services / transactions for accounts hereunder and/or any other transactions/services/account(s) subsequently offered by the Bank under this General Agreement.

##### (I) Conditions and Means of Account Opening:

1. The Customer shall use his/her real name pursuant to the Name Statute for proposed account opening, and retain chop and/or signature specimen(s) with the bank.
- 2. A minor may not open a cheque account. His/her statutory representative hereby consents to all transactions conducted by such minor related to the account(s), including receipt of ATM card, deposit or withdrawal of sums to/from the account(s), provision of pledge and/or any other actions and agrees that the minor Customer may conduct any and all of the above directly with the Bank. The statutory representative agrees that he/she will be jointly and severally liable for any damages caused to the Bank by the minor Customer's violation of the General Agreement, arising from the minor Customer's willful act, negligence or other actions. The statutory representative may be exempted from the liability if he/ she can prove there is no negligence in his/ her supervision.**
- 3. The chop and/or signature specimen(s) retained with the bank shall be applicable for all applications and transactions (including the subsequent opening of account and new services governed by Clause (II) described below), but not applicable to specific account(s) (or sub-account) where other chop and/or signature specimen(s) has been retained with the bank.**

##### (II) Subsequent Opening of Account and New Services:

The Customer understands that at the time of the execution of the General Agreement, various accounts and services provided by the Bank are not yet fully opened or operational. The Customer hereby authorizes the Bank to provide service or to open other account(s) (except checking account) before the second (2nd) banking business days after the Bank's receipt of the Customer's instruction by telephone, internet or other methods agreed upon by the Bank. The Customer hereby agrees that when further opening a new account or engaging a new service with the Bank, the Customer shall comply with the provisions of this General Agreement relating to such account or service.

##### (III) Special Clients:

Accounts opened or services provided under General Agreement for corporate account holders, minors, citizens of the People's Republic of China, Hong Kong and Macao residents and foreign nationals shall be governed by laws and the Bank's rules.

##### (IV) Debits:

The Customer hereby authorizes the Bank to debit, to the extent permitted by laws and regulations, any of the Customer's account for the taxes levied on the Customer, the repayment of expenses payable to the Bank and disbursements the Bank paid on behalf of the Customer arising from the transactions with the Bank.

##### (V) Expenses:

1. For any litigation, arbitration or other negotiation arising from transactions performed by the Bank under General Agreement and from causes not attributable to the Bank, all expenses thus incurred (including, but not limited to, attorney fees) shall be borne by the Customer, even if such litigation, arbitration or negotiation has been conducted in the name of the Bank. The Customer authorizes the Bank to debit the Customer's accounts for repayment of such expenses.

**2. Where applicable the Customer shall pay the handling fee, service charge, and postage incurred as of the date of use of the services under General Agreement in accordance with the standard service charges of the Bank and authorize the Bank to deduct the fees from the Customer's account automatically.**

##### (VI) Tax Compliance:

The Customer agrees and acknowledges to be solely responsible for understanding and complying with tax obligations (including but not limited to, tax payment or filing of returns or other required documentation relating to the payment of all relevant taxes) in all jurisdictions in which those obligations arise and relating to the opening and use of account(s) and/or Services provided by the Bank and/or members of the HSBC Group. Each Connected Person acting in their capacity as a Connected Person (and not in their personal capacity) also makes the same acknowledgement in their own regard. Certain countries may have tax legislation with extra-territorial effect regardless of the Customer or Connected Person's place of domicile, residence, citizenship or incorporation. Neither the Bank nor any member of the HSBC Group provides tax advice. The Customer is advised to seek independent legal and/or tax advice. Neither the Bank nor any member of the HSBC Group have responsibility in respect of the Customer's tax obligations in any jurisdiction which they may arise including any that may relate specifically to the opening and use of account(s) and/or Services provided by the Bank and/or members of the HSBC Group.

"HSBC Group" means HSBC Holdings plc, its affiliates, subsidiaries, associated entities and any of their branches and offices (together or individually), and "member of the HSBC Group" has the same meaning.

"Connected Person" means a person or entity (other than the Customer) whose information (including Personal Data or Tax Information) the Customer provides, or which is provided on the Customer's behalf, to any member of the HSBC Group or which is otherwise received by any member of the HSBC Group in connection with the provision of the Services. A "Connected Person" may include, but is not limited to, any guarantor, a director or officer of a company, partners or members of a partnership, any "substantial owner", "controlling person", beneficial owner, trustee, settlor or protector of a trust, account holder of a designated account, payee of a designated payment, the Customer's representative, agent or nominee, or any other persons or entities with whom the Customer has a relationship that is relevant to the relationship with the HSBC Group.

##### (VII) The Use or processing of Customer's Information and Outsourcing Processing:

1. The Customer agrees that the Bank, other banks and financial institutions, Joint Credit Information Center, Financial Information Service Company Limited, related credit agencies, government agencies, other institutions participating in inter-bank service with the license issued by financial governing authority (e.g. Financial Supervisory Commission, Bureau of Agricultural Finance), the Bank's affiliates and third party contracted or engaged by the Bank may gather, conduct processing (including engaging a third party to process), utilize or conduct international transmission of the Customer's individual data in accordance with laws and regulations for the purpose of processing transaction between the Customer and the Bank, and conducting any other related matters permitted or requested by law. The Customer authorizes the Bank to determine whether the above proposals will exist based upon Bank's professional judgment.

**The Customer specially agrees that the Bank may upon its discretion, for any purpose (including but not limit for prevention of fraud, audit, providing service by third party, collection of debts or requirements by authorities or regulations) provide the Customer's data to following parties:**

- (1) The party intends to purchase assets and liabilities from the Bank or to conduct a merger with the Bank;
- (2) The party engaged by the Bank for processing matters;
- (3) The member of the HSBC Group;
- (4) R.O.C., United Kingdoms, Hong Kong and other financial in-charge authority, judicial or other governmental institutions having jurisdiction over the Bank and the Members of HSBC Group.

**The above parties may gather, conduct processing (including engaging a third party to process), utilize or conduct international transmission of the Customer's individual data in accordance with laws and regulations.**

Other than the requirement of in-charge authorities and/or laws and regulations or other justified causes, the Bank shall keep the Customer's data in confidentiality.

2. The Customer agrees that the Bank may gather, conduct processing (including engaging a third party to process), utilize or conduct international transmission of the Customer's individual and transaction data between the Customer and the Members of HSBC Group in accordance with laws and regulations, for the purpose of processing transaction between the Customer and the Bank or the Members of HSBC Group, providing integrated financial services (such as calculating monthly minimum balance, but not for the purpose of promoting business/services/products), or conducting any other related matters permitted by law.

3. The Customer agrees that the Bank may assign to or engage any third party including the Members of HSBC group to process part or all of the transactions between the Customer and the Bank or the services provide by the Bank which contain those stated in the Bank's business license or related to customer information that may be outsourced legally (including, but not limit to input processing, and output of data, system development, monitoring and maintenance, as well as any relevant supports for data processing, as disclosed on the Bank's official website: [www.hsbc.com.tw](http://www.hsbc.com.tw)) and those neither stated in the Bank's business license nor related to customer information. The Customer further agrees that the Bank may provide the transaction data of the Customer to the third party engaged by the Bank within the scope of processing necessity.

4. Information about Customers may be processed offshore, in the United Kingdom or elsewhere.

5. Whereas the Customer applies for the pre-defined account or the Customer's account is designated as the pre-defined inward account, the Customer agrees that the Bank, for the specific purposes of fraud prevention and anti-money laundering, may collect, process or utilize the Customer's personal data, inclusive of account information, the frequency of such account being designated as the pre-defined inward account and the account status (including but not limited to alert accounts, derivative watch-listed accounts). The Customer further agrees to provide the aforementioned personal data to Financial Information Service Co., Ltd. and relevant financial institutions handling the designated pre-defined inward account, and agrees that they may collect, process or utilize the aforementioned data.

**(VII-1) Detection and Investigation for Prevention of Crime Committed**

1. The Bank and the Members of HSBC Group are required to act in accordance with the laws, regulations and requests of public and regulatory authorities operating in various jurisdictions which relate to, amongst other things, the monitoring on accounts and abnormal transactions, the prevention of money laundering, terrorist financing and the provision of financial and other services to any persons or entities which may be subject to sanctions. The Bank may take, and may instruct (or be instructed by) any Member of the HSBC Group to take any action which it or such other member, in its sole and absolute discretion, considers appropriate to take in accordance with all such laws, regulations and requests.

2. Such action may include but is not limited to: the interception and investigation of any payment messages and other information or communications sent to or by the Customer or on the Customer's behalf via the systems of the Bank or any member of the HSBC Group; making further enquiries as to whether a name which might refer to a sanctioned person or entity actually refers to that person or entity; and ceasing or terminating, withdrawal or refusing to process transaction, accept instructions or requests or to provide service, and reversing account entries without the consent of the Customer. The Bank may, before or after the transaction to be conducted, verify and update the Customer's information including but not limited to the Customer's identification and correspondence address, enquire and confirm the transaction purpose and funding sources; the discovery of any suspicious money laundering or terrorist financing activities from the investigation above will be reported in accordance with all relevant laws and regulations.

3. To the extent permitted by law, neither the Bank nor any member of the HSBC Group will be liable for loss (whether direct or consequential and including, without limitation, loss of profit or interest) or damage suffered by any party arising out of:

(1) Any delay or failure by the Bank or any member of the HSBC Group in processing any such payment messages or other information or communications, or in performing any of its duties or other obligations in connection with any accounts or the provision of any services to the Customer, caused in whole or in part by any steps which the Bank or such other member, in its sole and absolute discretion, considers appropriate to take in accordance with all such laws, regulations and requests; or

(2) The exercise of any of the Bank's rights under this clause.

4. In certain circumstances, the action which the Bank may take may prevent or cause a delay in the processing of certain information. Therefore, neither the Bank nor any member of the HSBC Group warrants that any information on the Bank's systems relating to any payment messages or other information and communications which are the subject of any action taken pursuant to this clause is accurate, current or up-to-date at the time it is accessed, whilst such action is being taken.

**(VIII) Foreign Exchange Remittance and Report:**

1. If the Customer is required to report to the Central Bank of China ("the CBC") for transactions under General Agreement, the Customer shall complete in good faith the application for "outward remittance" or "inward remittance" declarations according to relevant laws and regulations. The Bank may decline to process the matter in the event the Customer is restricted from making such remittance due to changes in regulations or due to the Customer's having exhausted the Customer's annual remittance allowance. The Customer authorizes the Bank to reverse any excess of remitted amount if such remittance was processed.

2. When the Bank's execution of the Customer's non-teller counter based transaction instruction involves currency conversion, the Bank may execute the matter based upon the Bank's exchange rate at the time of execution. The Customer shall bear the risk of loss in foreign exchange. The Customer may not exceed the ceiling amount of each remittance where filling out the application as prescribed by CBC is waived. The Customer authorizes the Bank to file the application on behalf of the Customer in accordance with related foreign exchange regulations and the pre-set nature of remittance.

**(IX) Own Judgement:**

The Customer acknowledges and fully understands that the Customer shall use his/her/its own knowledge, experience and independent judgment in conducting the transactions under General Agreement and the Bank is under no obligation to provide any information or recommendations. If any information or recommendations were provided or made by the Bank, its officer or employee, those shall be for reference only. The Customer shall use his/her/its own judgement in conducting such transactions and shall not use the aforementioned information or recommendations as a defense against performing his/her/its obligations hereunder.

**(X) Set-Off:**

1. If the Customer fails to repay any of his/her/its liability owed to the Bank upon maturity in any debt or if the Bank deems necessary (e.g., the Customer is subject to liquidation, bankruptcy declaration, reorganization, or the Customer is sanctioned by the Bills Clearing House and refused of clearing services, or its business has been suspended or is subject to any other administrative punishments, or there is concrete facts to prove that the credit standing of the Customer has deteriorated adversely, or the Customer is alleged or involves in any illegal activities, or the Bank exercises its set-off rights against the Customer pursuant to law or contract), regardless in New Taiwan Dollars or in other currencies and the date of maturity, the Bank may terminate various accounts or services under General Agreement. The Bank shall be entitled to dispose of the deposits therein in whatever manner as the Bank deems necessary and apply such deposits against the sums due to the Bank. The Bank may at its discretion determine the content and priority of set-off in accordance with compulsory prescriptions of regulations.

2. The Customer agrees that if the credit balance(s) in the account(s) of the Customer with the Bank (and/or its Taiwan or overseas branches) is (are) in a currency(ies) different from that of the liabilities owed by the Customer to the Bank (and/or its Taiwan or overseas branches) ("Liabilities"), the difference in currencies between the account(s) and the Customer's Liabilities shall not impede the Bank's right to exercise set-off rights. The Bank may, to the extent permitted by law, set off the Liabilities against the credit balance(s) in such account(s), and the set-off amount shall be based on the currency of the Liabilities. The Bank may, in accordance with the normal banking procedures (as specified by the Bank), purchase currencies equivalent to the amount of the Liabilities with the credit balance(s) of such account(s), and set off such purchased amount with the Liabilities. The Customer shall cooperate with the Bank to complete the necessary procedures for conversion of currencies in accordance with the relevant laws and regulations. The Customer hereby further authorizes the Bank to have the right, but not the obligation, to file or apply for approvals with any governmental agency on behalf of the Customer.
- (XI) Personal Identification Number ("PIN"):  
The Customer shall safeguard and maintain the confidentiality of PIN under General Agreement and may not divulge the PIN to employees of the Bank or any other person.
- (XI-1) Phone recording :  
The Customer agrees the Bank and appointed representative can process voice recording on phone or on verbal conversation in all related business within the Terms and Condition. The Bank can define the effective recording storage period and use the recording as agreed contract which the Customer cannot deny.
- (XII) Erroneous Accounting:  
In the event that any erroneous accounting incurs due to an operational error of the Bank, writing mistakes in account number or title by a third party or any other causes, the Bank shall have absolute discretion to make rectification. If any of erroneously credited amount is withdrawn from or paid out of the account, the Customer shall, upon the Bank's notice, promptly refund the Bank such amount and derived interest.
- (XIII) Liabilities and Obligations
1. The Bank shall not be liable for losses of the Customer caused by other's fraudulent acts or unauthorized use of information or PIN, unless otherwise prescribed by the laws and regulations.
  2. The Bank shall have the right to regard instructions issued with correct information or PIN pursuant to agreed procedures as being made by the Customer in person or his/her/its authorized person. The Bank shall not be responsible for the genuineness of such instructions.
  3. Unless the Customer can, with concrete evidence, prove that the records retained by the Bank (e.g. the types and amount of transaction, the application time, date and status) are erroneous, the records of the Bank shall govern.
  4. The Customer hereby agrees that he/she/it shall return to the Bank the amount of any unjust enrichment gained which the Customer obtained via transactions with the Bank due to the Customer's willful act, negligence or other causes (e.g. excess amount received from ATM off-line transactions).
  5. With respect to transactions/services under General Agreement, the Bank and its authorized party shall not be liable to the Customer for the losses, nonperformance or delay in performance as a result of any of the following causes:
    - (1) Omission, error or delay caused from malfunction or interruption of fax lines, computer or telecommunication transmission facility of the related transaction parties including the Customer, the Bank, other correspondence banks of the Bank or agents, or financial information service enterprises;
    - (2) Omission, error or delay due to the causes not attributable to the Bank, its correspondence banks or agents;
    - (3) Incidents of force majeure, acts of God, war, terrorists' acts, strike, natural disaster, malfunction in telecommunication system for causes not attributable to the Bank; or
    - (4) Other causes not reasonably controllable by the Bank or its authorized party.
6. Unless otherwise provided by law, the Bank shall be liable of informing Customers via mail, announcement in Branch or on the Bank's website prior to the termination of all or part of its services.
7. The Customer agrees to inform the Bank promptly in writing if there are any changes to customer information supplied to the Bank or a member of the HSBC Group from time to time, and to respond promptly to any request from the Bank or a member of the HSBC Group.
8. With reference to the Customer's various deposit, trust and/or other account(s) with the Bank and transactions and services entered into/to be entered and/or provided or to be provided thereunder, the Customer hereby agrees their usage to be limited to personal use and non-commercial gain purposes only. "Commercial Gain Purpose" means purpose primarily for the benefit of running a commercial business and/or trading activities.
9. Customer hereby agrees to use the various account(s), deposit, trust, transactions and/or other services provided by the Bank within reasonable terms of retail banking and wealth management, and concurs to not abuse or misuse them, including but not limited to engaging in unusually frequent transactions or other behaviors with the sole purpose to acquire interests and benefits with methods that violates the principle of good faith.
- (XIV) Statements, Corresponding Receipts and Transaction Receipts:  
In order to verify the Customer's account activities, the Bank shall produce and send account statements or transaction notice to the Customer periodically via mail or in the form of email and the Bank will not issue any passbook additionally. In case there is any discrepancy in respect of the transactions shown on the statement, the Customer shall inform the Bank thereof within fourteen (14) days of dispatch of the statement. Otherwise, such statement shall be deemed correct. The Customer, who chooses account statements to be delivered via mail, agrees that, if no transaction has taken place within the past one month (subject to the Bank's system record) and the balance of trust, non-trust investment product, savings/chequing account with revolving facility, and installment loan accounts are zero, the Bank may cease the delivery of account statements afterwards until any transaction takes place. The Customer agrees that any photocopies, microfiches, photos or computer data in respect of the related receipts shall have the same legal validity as that of the originals in proving the Customer's transactions with the Bank, provided that the Customer may prove that such records are erroneous and correction has been made by the Bank.  
If there are any changes to the service charges of the Bank after the execution of General Agreement, the Bank may, via a written notice, posted at visible area of the Bank's branches or announced on the Bank's Internet main page at least thirty (30) days in advance, adjust the fee or charges. In addition, the Bank will inform the Customer that the Customer may terminate General Agreement before expiration of the foregoing period. If General Agreement is not terminated during the said period, the adjustment shall be deemed to have been accepted by the Customer. However, the notification period does not apply to adjustments favorable to the Customer.
- (XV) Amendment:  
Except otherwise provided in General Agreement, the Bank may, via a written notice, posted at visible area of the Bank's branches or announced on the Bank's Internet main page at least fourteen (14) days in advance, amend the terms and conditions of General Agreement. If the Customer disagrees with such amendments, he/she may notify the Bank in written form within the 14-day notification period to terminate the relationship with the Bank as well as transactions and services with the Bank. The Customer needs to be cooperative with the Bank in closing his/ her account. If the Customer fails to notify of termination within the 14 days notification period and terminate relationship with the Bank, the Customer shall be deemed to agree with the amendments.

When the Bank want to amend the terms and conditions regarding minimum value balance and account administration charge, the Bank may, via a written notice, posted at visible area of the Bank's branches or announced on the Bank's Internet main page at least sixty (60)days in advance, amend the terms and conditions. If the Customer disagrees with such amendments, he/she may notify the Bank in written form within the 60-day notification period to terminate the relationship with the Bank as well as transactions and services with the Bank. The Customer needs to be cooperative with the Bank in closing his/her account. If the Customer fails to notify of termination within the 60 days notification period and terminate relationship with the Bank, the Customer shall be deemed to agree with the amendments. If there are any changes to the service charges of the Bank after the execution of General Agreement, the Bank may, via a written notice, posted at visible area of the Bank's branches or announced on the Bank's Internet main page at least sixty (60) days in advance, adjust the fee or charges. In addition, the Bank will inform the Customer that the Customer may terminate General Agreement before expiration of the foregoing period. If General Agreement is not terminated during the said period, the adjustment shall be deemed to have been accepted by the Customer. However, the notification period does not apply to adjustments favorable to the Customer.

(XVI) Notice:

- 1.If the Customer changes his/her contact information (including address, telephone, fax and e-mail, etc.), the Customer shall immediately notify the Bank of such change via mail, statement, personal internet banking, the Bank's Contact Centre, or other agreed method (the bank may have necessary verification process in place prior to information change to protect the Customers' right). In the event that the Customer fails to give such notice, the Bank shall be entitled to send the statement or any other notice by email, in writing, or by other means according to the contact information retained by the Bank. **Such statement or notice shall be deemed properly served to the Customer after the ordinary delivery time needed for mailing service.**
- 2.If the notice delivered in accordance with the contact information left by the Customer has been returned by the postal service or email server for any reason for two times or more, and cannot be duly served on the Customer, in order to protect the Customer's information, the Customer hereby agrees that the Bank is entitled not to send the notice to the Customer in accordance with the contact information left by the Customer and/or transmit the information by using certain encryption methods, and suspend part of the services rendered by the Bank to the Customer. The Bank will start rendering the suspended services and sending the notice to the Customer after the Customer provides the Bank with the updated contact information.
- 3.When the Customer uses the electronic statements or electronic transaction notice service, in case of any omission, error, transmission failure, transmission delay, interception, any other delivery failure, or any situation where the content is disclosed to others in respect of the electronic statements or electronic transaction notices due to matters not attributable to the Bank, any consequences thereof shall be borne by the Customer. Except for matters attributable to the Bank, in case of any loss or damage suffered by the Customer or any third party due to any incorrect or incomplete electronic notice, any reliance on the aforementioned notice, or the Customer's request for the Bank to reduce the encryption standards on the electronic notices, the Customer shall be solely responsible.
- 4.The Bank may suspend or terminate the electronic statements or electronic transaction notice service, where:
  - (1) The Bank system equipment requires necessary repair and maintenance;
  - (2) The electronic communication equipment or information software equipment fails or the system or software/hardware equipment of the cooperating contractors of the Bank fails;
  - (3) The service cannot be provided due to any natural disasters and force majeure events; or

- (4) The Customer is involved in any illegal use of electronic statements or electronic transaction notices or any breach of the Bank's risk control policies.
- 5.In the event that the electronic notice received by the Customer is inconsistent with the actual transaction records of the account retained by the Bank, the transaction records retained by the Bank shall prevail.

(XVII) Agreement to electronic device signature and Electronic Document:

A.A. Electronic device signature: the Customer agrees to use the electronic devices (including but not limited to all touch-screen laptops, tablets, PC, etc.) to sign and agree on any documents prescribed by the Bank to facilitate the services and transactions requested by the Customer, and agrees that the signature provided by the Customer in the form of such electronic device signature can be employed as a declaration of intent and has the same effect as that of hand-written documents. The Customer agrees that Electronic Documents with electronic device signature embedded could be used and proven as the original documents, and the Customer would not argue the validity and authenticity of such in the future. Except for the execution of Signature Specimen Card, electronic device signature could be used in any documents for any transactions and services provided by the Bank. The Customer acknowledges and agrees that if the only authorized signature specimen with the Bank is a chop, and if the documents for the services or transactions requested by the Customer need to be executed with the original authorized chop, then electronic device signature is not applicable for such transactions and services.

B.Electronic Document:

- 1.The term "Electronic Document" defined in the General Agreement means a record kept in electronic form, which is made of any text, sound, picture, image, symbol, or other information generated by electronic or other means not directly recognizable by human perceptions, and capable of conveying the intended information of a person.
- 2.The Customer agrees that when using online applications for the Bank's services (including but not limited to digital account opening, online credit card application, online personal loan application, and other services disclosed via the Bank's public website), the Electronic Document can be employed as a declaration of intent and have the same effect as that of hand-written documents. The Customer agrees the Bank may verify the Customer's identity in accordance with the security design prescribed in the "Standards for the Security Management Operation of Electronic Banking Business of Financial Institutions" and no further signature is required for such application.
- 3.If the content of any Electronic Document transmitted by the Bank to the Customer or vice versa is indiscernible or unidentifiable, the transmission shall be deemed invalid. However, if the Bank can verify the Customer's identity, it shall immediately notify the Customer of such situation through Electronic Document or phone call.
- 4.If any of the following situations exists, the Bank may not execute the Customer's instructions, or before any of the following situations ruled out, the Bank may suspend the execution of the Customer's instructions:
  - i.If the Bank acknowledges or reasonably doubts that the Customer have acted against the internet security, or the Customer is involved with any irregularity in the use of Electronic Document;
  - ii.If the Bank has reasonable doubt with respect to the authenticity of the Electronic Document or accuracy of the instructions;
  - iii.The execution of the relevant instruction would violate relevant laws or regulations;

If the Bank does not execute or suspend the instructions contained in the Electronic Document, the Bank will notify the Customer through the contact information provided by the Customer. The Customer may call the Bank for verification after receipt of the notice. The Bank will not be responsible for the non-execution of Electronic Document caused by poor transmission signals provided by the internet service provider.



(XVIII) Termination:

1. Except otherwise stipulated in the General Agreement, the Customer may terminate any account relationship in the General Agreement at any time via written notification to the Bank.
2. The Bank reserves the right to terminate any customer relationship, reject or suspend any new or existing banking services (including but not limited to deposit, trust, structured product, derivatives or other investments) at any time if any of the following conditions is present:
  - (1) The Customer month end account balance is below the minimum amount for interest accrual and/or has no debit transaction for six consecutive months;
  - (2) The Customer has violated any of the clauses stipulated in the General Agreement or other contractual agreements with the Bank;
  - (3) The Customer fails to promptly provide the Customer's or a Connected Person's information reasonably requested by the Bank (including requests for the purpose of Financial Crime risk management and/or Tax Compliance Obligation stated below), or the Customer refuses or withdraws any consent(s) authorising the Bank to collect, process, transfer or disclose the Customer's information for the purpose of Financial Crime\* risk management and/or Tax Compliance Obligation;
  - (4) The Bank has suspicion that the Customer and/or the Customer's transactions poses Financial Crime or an associated risk, to the bank, by its judgment, or the Bank determines it is necessary to terminate its services in order to detect, investigate or prevent financial crime activities (hereinafter referred to as Financial Crime Risk Management Activity);
  - (5) Other conditions deem necessary by the Bank (including but not limited to the Customer declaring bankruptcy).

The above stated "Financial Crime" means money laundering, terrorist financing, bribery, corruption, tax evasion, fraud, evasion of economic or trade sanctions, any/or acts or attempts to circumvent or violate any Laws relating to these matters in various jurisdictions where the Bank and member of the HSBC Group are governed.

The above stated "Tax Compliance Obligation" means an obligation of HSBC or any member of the HSBC Group to comply with any applicable local law, bilateral or multilateral treaty entered into by HSBC's country of organization or residence, or foreign statute, regulation, or directive from a governing body that is enforceable in HSBC's country of organization or residence, or any agreement with a Tax Authority (means domestic or foreign tax, revenue, fiscal or monetary authorities) pursuant to the foregoing, for the purposes of the provision of Customer Information (means Personal Data and/or Tax Information of the Customer and/or any Connected Persons) and/or the deduction and withholding of tax.

If the Customer has outstanding balance in his/ her accounts, the Bank shall return any balance via mailing a cheque with the outstanding balance to the Customer's mailing address per the Bank's record, remittance or other commercially reasonable methods, provided that the Bank may first set off and apply any such balance against the liabilities and fees owed by the Customer to the Bank. The Bank's obligations for such account are thereafter discharged. Where the account balance is in foreign currency no more than the amount equivalent to NTD100,000, the Customer authorizes that the Bank may convert such account balance into equivalent amount in New Taiwan Dollars at the board rate (offer rate) of such foreign currency for balance return. In case of the termination of a chequing account, the Customer shall return any un-used cheques to the Bank. With regards to termination of deposit accounts, the Customer may not make any claims or assertion of any rights against the Bank (including, but not limited to, any claims arising from the cheques issued but not paid due to the termination of the account). Before the remaining balance is fully withdrawn by the Customer for a terminated account, the Bank may safeguard the balance in a designated account without interest.

If the Bank terminates a non-discretionary trust service/relationship, the asset in the relevant non-discretionary trust account shall be handled per the terms stipulated in the General Agreement.

(XX) Governing Law and Jurisdiction:

Regardless of the nationality of the Customer or the law of incorporating a corporate customer, any deposit and withdrawal transactions or other deals with the Bank in respect of the Customer's accounts with the Bank shall be governed by the laws of R.O.C. or the general banking practices and customs in R.O.C. with respect to the conclusion of the juristic acts and the formality and the legal effect thereof. Any litigation arising from or in connection with General Agreement shall be submitted to the jurisdiction of the place where the branch administering the Customer's accounts is located or the Taipei District Court in the first instance. However, the application of Article 47 of the Consumer Protection Law or the small-claim proceedings as referred to in Article 436-9 of the Code of Civil Procedure shall not be exempted thereby.

(XX) Dispute Handling Channel and Other Disclosure of Matters:

Regarding the financial products or services provided by the Bank, please refer to HSBC website for the handling channel and process of customer dispute and complaint on the financial products or services provided by the Bank, regular or irregular reports in accordance with laws and regulations, and other disclosure of information.

(XXI) Governing Version:

An English version of General Agreement is made to facilitate reference by foreign language users. In case of any discrepancy between the Chinese and English version of this agreement, the Chinese version shall govern.

II. Terms and Conditions for Deposits

Transactions of the Customer's deposit accounts with the Bank shall be first governed by the terms and conditions herein below. Matters not provided herein below shall be governed by other prescriptions of General Agreement.

(I) Deposits:

1. **Deposit Insurance:** HSBC is insured by Central Deposit Insurance Corporation in Taiwan. The customer's eligible deposits with HSBC within the insured amount will be subject to the protected of the deposit insurance mechanism.
2. The Bank shall have absolute discretion in determining whether to accept the negotiable instruments to be deposited. Until the fund of such instruments is collected by the Bank, neither interest nor withdrawal of the fund will be accrued or made. **Negotiable instruments drawn on other banks are accepted for collection only. The Bank shall not be responsible for any dishonor resulted from any causes in connection with the collection not attributable to the Bank.**
3. The deposits for foreign currency deposit accounts may be made in cash, negotiable instruments, acceptable to the Bank in foreign currency or any other payment method agreed by the Bank. **The Customer shall pay a transaction fee prescribed by the Bank.**

(II) Withdrawals:

1. **Unless the telephone banking services or ATM facilities of the Bank are used by the Customer or otherwise is agreed upon by the Bank and the Customer, no payment in respect of checks and/or withdrawal slips will be made until such checks and/or withdrawal slips have been affixed with registered seals and/or signatures in records retained by the Bank and verified by the Bank. In the event of any forgery or alteration of the signature or chop on such check or withdrawal slip, the Bank shall not be liable for any losses resulting therefrom if it has exercised the care of a good administrator in verifying such chop or signature.**
2. The withdrawals of the foreign currency deposit accounts may be made in foreign currency cash, negotiable instruments denominated in foreign currency for a specific amount permitted by the Bank or any other method agreed by the Bank. **The Customer shall pay a transaction fee prescribed by the Bank.**

(III) Currency Type, Sub-accounts Activation and Conversion for Foreign Currency Deposit Accounts:

1. The transactions in the foreign currency deposit accounts may be made in U.S. Dollar and any other currencies agreed by the Bank (hereinafter the "Agreed Currencies") and the Customer may select one or more currencies. Upon opening the foreign currency deposit accounts, the Customer may activate one or more foreign currency sub-accounts through telephone banking service or any other methods agreed by the Bank. The Bank reserves the right to suspend any foreign currency sub-accounts at any time if the Customer's sub-account balance is zero and/or has no transaction for six consecutive months. However, the Customer may activate the suspended sub-account again through above-motivated methods.
2. The Customer may make conversions between the Agreed Currencies at any time to the extent permitted by laws and regulations. Should it be necessary to convert one foreign currency into another foreign currency to execute a transaction in a foreign currency deposit account, the Bank's then current exchange rate for such conversion on the transaction date shall apply. **All risks with respect to currency fluctuations, foreign exchange restriction and losses in connection with deposits and transactions in foreign currency deposit accounts shall be borne by the Customer.**

(IV) Lost, Destroyed or Stolen Checks or Chops:

In case any checks are lost, destroyed or stolen, the Customer shall complete the necessary reporting procedures to stop payment in accordance with related regulations and prescriptions. In case the registered chops are lost, destroyed or stolen, the Customer shall also complete the necessary reporting procedures with the Bank. **If the Customer fails to immediately complete such procedures in accordance with relevant rules and regulations, the Customer shall be liable for any loss incurred as a result.**

(V) Return and Cancellation:

If the Customer terminates his/her checking account or his/her deposit account is converted to different account type, he/she shall promptly return to the Bank, for cancellation, the check book and/or other related certificate/ instrument as requested by the Bank. **If the Customer misuses the check book and its related certificate/ instrument or violates General Agreement or any relevant rules/regulations, the Bank shall be entitled to terminate its checking account services to the Customer and take back the check book and its related certificate/instrument or cancel the check book and its related certificate/instrument. If the Customer fails to immediately complete such procedures in accordance with the relevant rules and regulations, causing any loss or damage to the Bank or a third party, the Customer shall be fully responsible thereof and in no circumstances shall the Bank be liable for any such loss or legal responsibility incurred by the Customer or a third party as a result thereof.**

(VI) Sequence of Payments for Negotiable Instruments:

Any checks drawn on the Bank or promissory notes or bills of exchange of which the Bank is the paying agent shall be paid by the Bank based upon the sequence of the presentations made by the holders thereof regardless of the dates of issuance. If more than one instrument are presented for payment simultaneously, the Bank shall decide the sequence of payments at its sole discretion. In the event of the Bank's receipt of notice regarding the Customer's bankruptcy declaration, the Bank shall have the right to reject payments pursuant to the laws even if the Customer's balance is sufficient to cover the total amount of the instruments.

(VII) Repayment for Overdrafts:

**If the balance in the Customer's checking account is insufficient and the Bank has advanced the amount of shortage to the Customer in order to clear the check(s), the Customer shall, upon receipt of the notice from the Bank, immediately repay the Bank such advanced amount and the interest accrued therefrom.**

(VIII) Late Presentments:

For checks or promissory notes or bills of exchange of which the Bank is designated as the payment agent, the Bank may consider itself being appointed by the Customer to make the payments from the Customer's account, and may make the payments to the holders even after the prescribed period of presentment for payment, provided that the Customer has revoked the appointment of payment agent or the statute of limitations for the instrument has run.

(IX) Interest Payment:

1. In respect of Taiwan Dollar deposit accounts, interest shall be accrued on the basis of 365 days a year (and calculated based on actual days lapsed unless otherwise prescribed by the laws and regulations) and paid by following methods:

- (1) Demand Deposits: Interest shall be calculated at the Bank's board interest rate on a daily simple basis. The interest shall be calculated and payable each month, and credited to the Customer's account on the next banking day. **However, if the daily balance of each New Taiwan Dollar demand deposit account is less than minimum value balance NTD 10,000 (Inclusive), interest will not be accrued on that day.** For cash deposits, fund transfers and inward remittances into demand deposit via Automated Teller Machine (ATM) or Internet Banking after banking hours or on holidays, the accrual of interest begins on the depositing day and the cut-off time for calculation is scheduled around 09:00 p.m. on that day, but the actual cut off time shall be subject to the Bank's system operation time.
- (2) Time Deposit: Interest shall be calculated based on actual days lapsed of the deposit term and the Bank's board interest rate at the time of deposit. The interest shall be paid on the next banking day if original payment days are holidays. The Customer may request the interest to be paid on a monthly basis or upon maturity.

2. For interest of foreign currency deposit account, days of accruing interest and method of interest calculation for different currencies shall be calculated in accordance with international practices and customs and the interest payable on a debit balance shall be calculated based on actual days of deposit. The interest shall be paid by the following methods:

- (1) Demand Deposits: Interest of a demand deposit account shall be accrued at the Bank's board interest rates applicable to the relevant currencies on a daily, simple and floating basis. The interest will be paid on June 21st and December 21st of each year (or the preceding banking day if such days are holidays) and credited to the Customer's account on the next banking day.
- (2) Time Deposit: Interest of a time deposit shall be calculated based on the currency type and the term of the deposit at the Bank's board interest rates applicable at the time of the deposit or at an interest rate negotiated agreed upon by the Customer and the Bank. The interest shall be paid on the next banking day if original payment days fall into holidays or non-trading days of the base currency of time deposit.

(X) Early Termination of Time Deposit:

In the event of any early termination of a time deposit, the Bank shall process the matter in accordance with relevant regulations and the Bank's rules. For Taiwan Dollar time deposit, the interest shall be calculated at a rate equal to 80% of the Bank's board interest rate on the commencement date applicable to the time deposit for the actual deposit period. For foreign currency time deposit, the interest shall be calculated at a rate equal to 80% of the Bank's board interest rate as originally agreed on the commencement date. No interest shall be accrued if the actual deposit period is less than a month.

(XI) Time Deposit after Maturity:

**If the Time Deposit is retained in the account after maturity due to the reasons as set out in Paragraph 3 below, the Bank shall process the matter in accordance with relevant regulations and the Bank's rules.**

1. A Taiwan Dollar time deposit will be transferred to demand deposit account and the interest accrued therefrom shall be calculated based upon the board interest rate and the method for demand deposits in Taiwan Dollar. **If the Customer requests for a renewal within one month after the original maturity date, the Bank may issue a time deposit from the original maturity date and apply the interest rate applicable on the original maturity date.**

2. A foreign currency time deposit will be transferred to demand deposit account in the same currency and the interest accrued therefrom shall be calculated based on the Bank's then interest rate and method for demand deposit in the same currency.

**3. Reasons of time deposit retained after maturity:**

- (1) **Fails to make instructions in respect of the principal and interest of the time deposit on or before maturity.**

- (2)insufficient account balance for the new time deposit requested or the new time deposit does not meet the minimum principal requirements;
  - (3)The principal/interest payment credit account for the time deposit at maturity was not successfully designated;
  - (4)the original designated principal/ interest payment credit account has been closed at the maturity of the time deposit;
  - (5)Inactive account status for the designated principal/interest payment credit account;
  - (6)Others.
- (XII) Minimum Average Balance for Accounts and Account Administration Charge:
- 1.The Bank defines a minimum requirement of monthly average balance and account administration charge for different types of accounts. The fee deduction method is defined in the General Terms and Conditions. The Customer hereby authorizes the Bank to deduct administration charge directly from the Customer's New Taiwan Dollar deposit account and/or foreign currency deposit accounts.
  - 2.The minimum average balance calculation is defined as:  
The deposit amount, and market value of investments addition to insurance premium paid with the Bank.
  - 3.Premier Account
    - (1) A minimum of TWD 3 million (or equivalent) average monthly balance is required.
    - (2) If the Customer fails to meet the Bank's requirement for minimum average balance, the Bank shall have the right to cancel all related benefits at any time and to collect the account administration charge of TWD 1,000 or equivalent foreign currency per month, prescribed by the Bank.
    - (3) If the Bank's requirement for minimum average balance is not maintained for 3 consecutive months, the Bank shall have the right to convert the account type at any time and customer will then be subject to new account's T&C.
  - 4.Premier Plus Account
    - (1) A minimum of TWD 1 million (or equivalent) average monthly balance is required.
    - (2) If the Customer fails to meet the Bank's requirement for minimum average balance, the Bank shall have the right to cancel all related benefits at any time and to collect the account administration charge of TWD 1,000 or equivalent foreign currency per month, prescribed by the Bank.
    - (3) If the Customer fails to meet the Bank's requirement for account opening or the Bank's requirement for minimum average balance is not maintained for 3 consecutive months, the Bank shall have the right to convert a Premier Plus account to a normal Premier account or other types of account available from the Bank and customer will then be subject to new account's T&C.
  - 5.Premier Children's Savings Account
    - (1) A minimum of TWD 3 thousand (or equivalent) average monthly balance is required.
    - (2) If the Customer fails to meet the Bank's requirement for minimum average balance, the Bank shall have the right to cancel all related benefits at any time.
    - (3) If the Customer fails to meet the Bank's requirement for account opening, the Bank shall have the right to convert a Premier Children's Savings account to a normal Premier account or other types of account available from the Bank and customer will then be subject to new account's T&C.
  - 6.Advance Account
    - (1) A Minimum of TWD 500,000 (or equivalent) average monthly balance is required.
    - (2) If the Customer fails to meet the Bank's requirement for minimum average balance, the Bank shall have the right to cancel all related benefits at any time.
    - (3) If the Bank's requirement for minimum average balance is not maintained for 3 consecutive months, the Bank shall have the right to convert the account type at any time and customer will then be subject to new account's T&C.
  - 7.Integrated Account  
There is no required minimum monthly average balance or administration charge for Integrated Account.

(XIII) Conversion of Accounts:

The Customer will receive information in respect of conversion of accounts. If the Customer does not object in writing within fourteen (14) days, he/she/it is deemed to consent to the conversion and shall abide the relevant regulations.

(XIV) Discharge or Compensation of Liabilities:

- 1.The obligation of the Bank to repay the deposits under the General Agreement shall be the sole liability of the respective Taiwan branches of the Bank and governed by the laws of the Republic of China (including any government acts, orders, decrees and regulations). Should the relevant branches of the Bank be unable to perform their obligations due to restrictions on convertibility or transferability, requisitions, asset freeze, involuntary transfers, war, civil disturbance, or other similar causes not attributable to the Taiwan branches, the Taiwan branches shall be relieved from their obligations.
- 2.The customer shall comply with all applicable laws and regulations in force from time to time in relation to all accounts, activities or transactions contemplated by the terms and conditions of the General Agreement. The customer shall indemnify the Bank from and against all liabilities, losses, costs, expenses and charges (whether on account of taxes, duties, imposts or otherwise) which the Bank may incur as a result of: (a) maintaining the accounts for the customer; (b) providing services to or transacting with the customer; and/or (c) a breach of any terms and conditions of the General Agreement or any applicable laws and regulations by the customer.

(XV) Restriction on Transfer and Pledge:

Any other deposits other than negotiable time deposit under General Agreement shall not be transferred or pledged to any third party a prior written consent of the Bank.

III.Telephone and Internet Banking Services

Any transactions permissible by the Bank done through the telephone and internet banking services of the Bank shall be first governed by **Personal Internet Banking Service Agreement** and the terms and conditions herein below. Matters not provided herein below shall be governed by other prescriptions of General Agreement.

(I) Telephone Banking Service:

The Customer shall use Telephone Banking PIN, One Time Password, or other ways that can identify him/her/itself, when using telephone banking services. Any application for changes or re-issuance of PIN shall be governed by the Bank's rules.

(II) Internet Banking Service Registration and PIN:

Prior to using the internet banking services, the Customer shall, with the first nine (9) digits of the personal account number and the telephone banking PIN or ATM PIN, register with the internet service system in accordance with the rules and procedures of the Bank. Prior to using internet service system, the Customer shall identify him/her/itself with Internet Banking Username, Password, and Security Code generated by the security device. **Internet Banking Username cannot be changed once registered. If the Customer wishes to change or reset the Password, or seek to request or replace the security device, the Customer shall comply with the rules and procedures of the Bank. Internet Banking Service shall become invalid if not used in four years. The Customer shall apply with the Bank to re-activate the Internet Banking Service.**

(III) Change:

If the Customer wishes to change any instructions of the pre-set accounts for the telephone banking, unless otherwise provided by the rules of the Bank, the application shall be made in writing. If the Customer wishes to change any instruction of the pre-set accounts for the internet banking services, the application shall be made through the internet banking service system, telephone banking service system or in writing pursuant to the rules of the Bank.

(IV) Rights and Obligations:

- 1.The Bank shall be entitled, if it deems it necessary, to further verify and confirm any telephone or internet instruction.
- 2.If wrong PINs are erroneously entered consecutively, the Bank has the right to deem the PIN invalid and cancel it. The Customer must re-apply with the Bank for a new PIN.



3. The Bank may record all telephone conversations between the Customer and the Bank's staff. To the extent permitted by laws, any such record may be submitted as evidence relating to the transactions to the court or in any formal proceedings.
4. The Bank shall have the right to keep a record of the Customer's instructions through the internet banking service system, and, to the extent permitted by law, present this record to the court or in other formal proceedings as evidence relating to the transaction.
5. Subsequent to making any financial product transaction through the telephone or internet banking service system, it shall be deemed that the parties have concluded such financial product transaction by the methods agreed upon by the parties. The Customer shall enjoy all rights and take all responsibilities arising from such transactions.
6. The Bank reserves all rights to accept Customer's transaction instructions through the telephone or internet banking service system. In the event that the Bank, at its sole discretion, determines that there are suspicious or any other inappropriate uses involved, the Bank may suspend or terminate the telephone or internet banking services provided to the Customer.
7. The Customer shall keep confidential all PINs and/or related documents provided by the Bank, and not disclose the same to a third party or use the same for purposes not related to the telephone or internet banking service system. In the event of a breach of this provision, the Bank shall have the right to terminate this agreement at any time and seek indemnification.
8. In the event of telephone and internet banking service system upgrade, integration or security control mechanism reason, the Customer shall agree to cooperate, including but not limited to re-register the telephone and internet banking service or apply for the new security appliance or password. In such case, the Bank reserves the right to suspend telephone and internet banking service before the Customer completes the agreed re-registration/application process.

#### IV. Short Messaging Service

The Customer may, in person, through internet banking system or by mail, apply for activating, changing, suspending or terminating the short messaging services, which shall come into effect within three (3) days after the application is approved.

- (I) The short messaging services is a unidirectional service to provide information from the Bank to the Customer. The Customer cannot process a trade or use services with the Bank through a short message.
- (II) The short messaging information provided by this service is for reference only. If for any reason the short messaging information received by the Customer is delayed, omitted or erroneous, the Bank shall not be responsible for the losses arising therefrom.
- (III) In the event that the Customer shall question the content of any of the received information, the Customer shall immediately contact the Bank. In the event that there exists a discrepancy between the information contained in the short messaging service and the actual situation, the record preserved by the Bank shall prevail.
- (IV) The notices sent through this service shall not be deemed as an offer or a commitment made by the Bank to the Customer.
- (V) The short messaging service provider and mobile communication system provider (hereinafter referred to as the "System Operator") that provide the short messaging services of the Bank are not agents, staff or those who have other similar relations with the Bank. The Bank and the System Operator are not in a partnership, joint venture or other cooperative relation. Any loss of the Customer resulting from the fault, negligence or omission of the System Operator shall not be the responsibility of the Bank.
- (VI) Should the mobile phone of the Customer become lost, stolen or any other similar situation occurs, the Customer should notify the Bank to terminate Short Message Service. The Bank shall not be liable for any loss suffered due to the Customer's failure to terminate Short Message Service immediately.

- (VII) Unless otherwise notified by the Bank, the Customer shall not be charged for using this service; provided, however, if the Customer uses the international mobile phone roaming service, the mobile communication service provider may charge for such service in accordance with the service fee schedule of such System Operator. In the event that the Bank decides to charge for this service, the Bank shall first inform the Customer through the short messaging service. If the Customer does not wish to pay the charges, the Customer shall inform the Bank to terminate the service. If the Customer continues to use this service after receiving the above-mentioned notice, it shall be deemed that the Customer has agreed to pay the charges.

#### V. ATM card and Visa Debit Card Services

##### V-1. Terms and conditions for ATM Card

###### (I) Functions of the ATM Card (the "Card"):

The Customer (in the case of a corporate account, it will be the responsible person or the person designated by the responsible person on the authorization letter at account opening with the Bank) is entitled to access services including deposits, withdrawals, fund transfers, and balance inquiries with the Card via automatic teller machines ("ATM") of the Bank in the R.O.C. The Customer is also eligible for services including withdrawals, fund transfers and balance inquiries through ATM of other financial institutions participating in inter-bank auto-transaction systems in the R.O.C. The Bank will not provide non-pre-designated account transfer service on ATMs unless requested by the Customer.

###### (II) Collection, Activation and Cancellation:

The Customer may choose to collect the Card and Personal Identification Number ("PIN") via visiting branches in person or postal delivery. When collecting the Card and PIN in person, the Customer shall present him/herself with the identity card and specimen seal. In the case of postal delivery, the Bank will send the Card and PIN in separate mails to the address designated by the Customer. The Card will only be valid for use after registration and activation process.

The Card service will not be available until the Customer opens an account with the Bank connected with the Card in accordance with relevant rules of the Bank.

Where the Customer fails to collect the Card and PIN within two (2) months of its application, the Card and PIN shall be cancelled.

Where the Card (including the PIN number) is pre-embossed, the Customer may collect the Card and PIN at once after completing account opening procedure and signing the General Agreement. The Customer may then conduct the register and active process.

###### (III) Change of the PIN:

The Customer acknowledges that valid PIN must be used in conjunction with the Card to perform operation. If necessary, the Customer may present the original PIN and setup a new PIN at any ATM or other equipment of the Bank. The chance of changing the PIN is unlimited.

###### (IV) Limits on Deposit Amount:

The maximum amount is TWD 200,000 per day when depositing into the Customer's account of the Bank via the Card at the Bank's ATM. The limit for fund transfer to non-pre-designated accounts shall be applied when depositing into the Customer's account of the Bank via the Bank's ATM without the Card.

###### (V) Limits for Withdrawal and Fund Transfer with the Bank:

The limit for cash withdrawal from the Bank's ATM with the ATM Card shall be as follows:

1. Maximum TWD30,000 per withdrawal;
2. Maximum TWD150,000 per day (Minor Account's maximum limit is TWD100,000 per day);
3. Foreign currency ATM card's maximum limit is TWD100,000 per day.

The limit for fund transfer to pre-designated accounts shall be as follows:

1. Maximum TWD2 million per transaction;
2. Maximum TWD3 million per day.

The limit for fund transfer to non-pre-designated accounts shall be as follows:

1. Maximum TWD30,000 per transaction;
2. Maximum TWD30,000 per day.

**(VI) Limits for Inter-bank Cash Withdrawal and Fund Transfer:**

The limit for cash withdrawals with the Card at ATMs of other financial institutions participating in the inter-bank auto-transaction systems shall be as follows:

1. Maximum TWD20,000 per withdrawal;

2. Maximum TWD150,000 per day (Minor Account's maximum limit is TWD100,000 per day).

3. Foreign currency ATM card's maximum limit is TWD100,000 per day.

The limit for fund transfer to pre-designated accounts shall be as follows:

1. Maximum TWD2 million per transaction;

2. Maximum TWD3 million per day.

The limit for fund transfer to non-pre-designated accounts shall be as follows:

1. Maximum TWD30,000 per transaction;

2. Maximum TWD30,000 per day.

**(VII) Adjustment and Announcement for Limit of Withdrawal and Fund Transfer:**

Except otherwise stated by law, the Bank may, via posted at visible area of the Bank's branches and announced on the Bank's Internet main page at least fourteen (14) days in advance, adjust the amount as described in the preceding two paragraphs.

**(VIII) Erroneous Transfer by the Customer and the Bank's Assistance:**

The Customer should check carefully the recipient's financial institution code, account number, and transfer amount when conducting fund transfer with the Card. Where due to the Customer's erroneous application or entry of any of the aforesaid such that the transaction was completed with unintended recipient or amount, once the Customer informed the Bank, the Bank should provide the following assistance:

1. Provide details and relevant information of the said transaction in accordance with the relevant laws and regulations.

2. Assist to notify the recipient bank.

3. Report the handling status.

**(IX) Transaction Discrepancy:**

The Customer shall immediately check or verify upon the completion of various transactions conducted at an ATM. In the event of any discrepancy in respect of any transaction processed at an ATM, the Customer shall, immediately after the transaction is completed, submit an application for verification to the Bank. With respect to such verification, **all transaction shall be based on the Bank's records unless concrete evidence to the contrary is presented by the Customer.**

**(X) Effect of Transaction at the Bank or Inter-banks:**

The Customer acknowledges that all transactions conducted through the Card and the PIN at any ATM or other equipment of the Bank or of other financial institutions participating in the inter-bank auto-transaction systems shall have the same effect as if the transactions were conducted by way of the Customer's specimen seal.

**(XI) Determination of Transaction Date and Time:**

Cut-off time for inter-bank transactions: The cut-off time shall be 3:30 p.m., Mondays to Fridays. All transactions after the said time shall be deemed to be those conducted on the next business day. A transaction will be determined passing cut-off time based on the time of related file or information is received by the Bank.

**(XII) Termination of the Card Service:**

The Customer may terminate the Card service at any time, provided that it is applied in person or formal written application. The Customer shall return the Card to the Bank upon its termination unless the Card is lost and should complete the lost reporting procedure.

The Bank may at any time terminate the Card services provided to the Customer, upon the occurrence of any of the following events:

1. The Card has been forged, altered, used for money laundering or fraud or other illegal purposes;

2. The Customer's account has been suspended or listed as an alerted or evolved account in accordance with the law or regulations;

3. The Customer has breached the law, damaged the Bank's interest or carried out other illegal activities.

If the Customer's account is converted to a different type of account, he/she shall promptly return the previous ATM Card to the Bank for cancellation.

**(XIII) Handling of Erroneous PIN, Card Retention or Locked Up:**

Where the Customer erroneously enters the PIN three consecutive times while using the Card, forgets to retrieve the Card, uses the Card which has been reported lost, or for other reasons that cause the Card to be locked or retained by the ATM, unless otherwise agreed between the Customer and the Bank, the Customer should visit the Bank in person with his/her identity card and original specimen seal to conduct the following:

1. In the case of the Card being locked, an application may be made at any of the Bank's branches;

2. In the case of retention of the card, an application should be made to the Bank for retrieval of the said card or issuance of replacement card within 14 business days from the date following its retention. The Bank shall cancel the Card if no application is made within the said period.

**(XIV) Collection, Adjustment and Announcement for the Bank Charges:**

The Bank shall impose charges with respect to the Customer's use of the Card for various services:

**1. Transaction fees:**

(1) Domestic cash withdrawal at other banks' ATMs: TWD5 per transaction;

(2) Domestic inter-bank fund transfer:

No charge for the first transaction whose transaction amount is less than or equal to TWD500 every day, TWD10 per transaction after; for transaction amount is between TWD501 and TWD1,000, TWD10 per transaction; For transaction amount is greater than or equal to TWD1,001, TWD15 per transaction.

(3) Overseas cash withdrawal: TWD75 per transaction.

**2. Service charges:**

(1) No charges for unlocking the Card;

(2) Replacement/re-issuance of new card: TWD100 per card.

Both parties agree that the aforesaid charges shall be automatically deducted from the Customer's account of the Bank.

The Bank may publish the charges with respect to paragraph 1 herein at visible area of the Bank's branches and announce on the Bank's Internet main page.

The service charges will not apply if the Customer is not to blame for the occurrences of unlocking, replacement or issuance of new cards. The Bank shall be liable to compensate the Customer with respect to any damages incurred unless the Bank could bring up the proof of the cause of imputation referred to in above situation is not attributable to the Bank.

**(XV) Loss, Destruction, Theft or Other Dispossession of the Card:**

The Customer shall properly keep the Card. In the event of loss, destruction, theft or other dispossession of the Card, the Customer shall immediately inform such loss to the Bank via Contact Centre, visiting a HSBC Branch, or other agreed method(s).

The aforementioned agreed manners are subject to the safety and convenience of the Customer's own consideration.

Where the Card has been used by others and payment has been made by the Bank before the Customer informs of such loss(es) to the Bank, the transaction will be treated as conducted by the Customer. However, where the Bank or other financial institutions to which the ATM belongs have failed to exercise due care and diligence with respect to their supervision of the information system, resulting the Customer's PIN was being used or stolen by others, the Bank shall be liable.

**(XVI) Prohibition on Lending, Transferring, or Pledging of the Card:**

The Customer shall keep and use the Card in person. The Customer shall bear all responsibility in the event of loan, transfer or pledge of the Card.

**(XVII) Prohibition on Duplication or Alteration:**

The Customer is prohibited from duplicating or altering the Card. In case of duplication or alteration of the Card by the Customer, the Customer shall be subject to criminal liability and be responsible for any and all the Bank's losses arising therefrom.

(XVIII) Foreign Currency ATM Card:

The Customer may apply with the Bank for one or multiple foreign currency ATM Cards linked to the deposit account (hereinafter as "the foreign currency ATM card Account") and **the Bank will charge the Customer with application and annual fee.** The Customer acknowledges that in respect of foreign currency ATM card matters, the following terms and conditions shall apply first:

1. Issuance of foreign currency ATM card and PIN:

The Customer agrees that the Bank may issue the foreign currency ATM card(s) and PIN(s) to the Customer.

2. Number of Effective Cards and Validity of foreign currency ATM Card:

The Customer shall at any time maintain at least one effective foreign currency ATM card during the effective period of the foreign currency ATM card account.

3. Rights and Obligations:

Foreign currency ATM card transactions include withdrawals and any other transactions permitted by the Bank via foreign currency ATM cards. **The service charges and relevant charges for the use of foreign currency ATM card shall base on the Tariff on Personal Banking Services.**

(XIX) Supplementary Rules in Respect of International Cards:

1. The Customer may apply for the overseas ATM cash withdrawal functions. The Customer may use the Card with overseas ATM cash withdrawal functions, through ATM of the Bank's overseas branches or ATM under international network in which the Bank participates, to withdraw cash or make balance inquiries in accordance with the relevant rules and regulations of the Bank or of the financial institutions that setup the ATM.

2. While using the Card to withdraw funds abroad, the Customer authorizes the Bank to apply for and report the foreign exchange remittance on behalf of the Customer.

By using the ATM Card to withdraw foreign currency on overseas ATMs, the Customer understands and agrees that the International Clearing Organizations will convert from the foreign currency into equivalent New Taiwan Dollars based on the exchange rate at the International Clearing Organizations' sole discretion and the Bank will charge an additional 1.5% of the amount converted as internet service fee. The amount of New Taiwan Dollars converted and the internet service fee will be deducted directly from the available balance of the Customer's New Taiwan Dollars demand deposit account. In the event of insufficient deposit balance for the deduction, the Bank will reject the transaction.

(XX) The Bank's Complaint Channels:

1. **Complaint hotline: 0800-050-018**

2. **Email address: customervoice@hsbc.com.tw**

3. **All branches in Taiwan**

(XXI) Other Agreements:

1. Regarding the ATM Card Services, the Bank shall be liable for negligent acts or willful misconducts.

2. The application, possession and use of the Card shall be first governed by the terms and conditions herein below. Matters not provided herein shall be governed by other prescriptions of General Agreement.

V-2. Terms and Conditions for Visa Debit Card

(The following are the terms and conditions for the Visa Debit Card (hereinafter the "Visa Debit Card Terms and Conditions"). For terms and conditions related to the use of general ATM cards, please refer to and comply with the General Agreement.)

The Customer hereby applies to the Bank for the issuance of a Visa Debit Card ("Card") and will follow the following terms and conditions.

(I) Interpretation

"Visa Debit Card Terms and Conditions", prior to "Terms and Conditions for ATM card", shall apply to Visa Debit card cardholders. In case of any conflicts occurred between "Visa Debit Card Terms and Conditions" and "Terms and Conditions for ATM card", the "Visa Debit Card Terms and Conditions" shall prevail. The card holder shall submit a request to the Bank to activate the debit transaction function and spending limit.

(II) Definitions

The terms used in Visa Debit Card Terms and Conditions are defined as follows:

1. "Visa Debit Card" means a card that, in addition to being a general ATM card, can also be used by a Cardholder to make purchases by debiting the amount from the card and acquire goods, services or other benefits from an Acquirer. When the Bank is requested to make payments to such Acquirer, the Bank will make the payment directly by transferring funds from the deposit account in the Bank designated by the Cardholder. The Visa Debit Card does not have the function of delayed payment as a credit card, neither does it have the functions of cash advance or overdraft.
2. "Cardholder" means a person approved and issued a Card by the Bank.
3. "Acquirer" means an entity for which a contract has been signed by a Merchant with a credit card authorization organization and which makes the payment in advance on behalf of the Cardholder when a Merchant requests payment.
4. "Merchant" means a commercial enterprise which has signed a merchant agreement with the Acquirer and which accepts transactions with the Visa Debit Card in accordance with Visa Debit Card Terms and Conditions.
5. "Daily Spending Limit" means, unless otherwise provided in herein, the maximum limit amount approved by the Bank which a Cardholder may use daily in an accumulative manner for domestic and overseas transactions with the Card.
6. "Debit Date" means the date on which the Bank makes the payment to the Acquirer or the Merchant on behalf of the Cardholder, or bears the payment obligation on behalf of the Cardholder, and transfers the amount of such payment from the deposit account designated by the Cardholder.
7. "Exchange Settlement Date" means the date on which, following overseas purchase with the card by the Cardholder, the Bank or an agent authorized by the Bank converts the amount of foreign currency payable by the Cardholder into New Taiwan Dollars in accordance with the agreed exchange rates by each credit card organization.
8. "Personal Identification Number (PIN) for debit transaction" means the password input by the Cardholder when engaged in the purchase by inputting password, which is different from that applied to the general ATM card transactions.
9. "Watch-listed Account" shall mean an account that a court, a prosecutor office, or a judicial police authority has, for the purpose of a criminal investigation, notified the Bank to classify as watch-listed.

(III) Application

1. An Applicant of the Visa Debit Card shall correctly fill out personal, financial and other related information in various columns of the application form and shall provide true and correct related information or justifications in accordance with the requests of the Bank. The Cardholder shall open a deposit account with the Bank in accordance with the rules and procedures and designate the account from which amounts will be directly transferred to make payments upon an ATM withdrawal by the Visa Debit Card and upon purchase with the card (hereinafter the "Designated Account").
2. In case of any change to the information kept at the Bank, such as the contact address, telephone number, vocation or title of the Cardholder provided during application of the Visa Debit Card, the Cardholder shall immediately notify the Bank and shall carry out the procedures for such change in accordance with the rules of the Bank.
3. **No annual fee for the Visa Debit Card.**
4. **If the Customer does not retrieve the Visa Debit Card within 2 months from the application date, the Bank may cancel the Visa Debit Card. If the Customer wishes to make a new application, a new card re-issuance fee of TWD100 will be charged and the new card application procedures shall be carried out again. The Bank may make adjustments to such handling fee and the duration at any time in accordance with the adjustment or amendment rules under Visa Debit Card Terms and Conditions.**
5. **The Cardholder shall activate the card within one year from issuance of the new card. If the card is not activated within such deadline, the Bank may terminate or cancel the Visa Debit Card of the Cardholder. If the Cardholder wishes to make a new application, a new card re-issuance fee of TWD100 will be charged. The Bank may make adjustments to such handling fee and the duration at any time in accordance with the adjustment or amendment rules under Visa Debit Card Terms and Conditions.**

(IV) Collection, Use, Processing and International Transmission of Personal Data

1. The Cardholder agrees for the Cardholder's personal information and the transactional information with the Bank to be disclosed to the Members of HSBC Group, any financial institution which has any dealing or cooperation with the Bank, the Joint Credit Information Center and the National Credit Card Center of the R.O.C. in accordance with the rules or approvals of the governing authority due to the transaction amount payment activity, processing activity or other ancillary activity related to the Visa Chip Debit Card (such as recording, processing and output of information system, development, monitoring and maintenance of information system, marketing, cardholder information key-in, printing, sealing and posting of forms, keeping of information such as forms and justifications, preparation and delivery of cards, requests for payment and legal proceedings), for operational management requirements (including but not limited to marketing, fiscal and consulting advising services, administrative research, statistics study and analysis, credit check and information management), or solicitation of sales of the Bank's products, or for collection and processing of related personal information for the purpose of recommending various activities of the bank which fit specific purposes to the Cardholder, or to be disclosed to appropriate mandated third parties or membership institutions of various credit card organizations for the purpose of collection, processing, international transmission and use.
2. If the Cardholder agrees in writing or separate negotiates with the Bank for the Bank to provide the Cardholder's personal information for reasonable processing and use by the Members of HSBC Group or a third party under mandate by or cooperation with the Bank for the purpose of joint marketing, the Cardholder may notify the Bank by telephone at any time to terminate such use for the purpose of joint marketing under this clause.

(V) Spending Limit and the Limit for Cash Withdrawal per Day

1. The Daily Spending Limit for domestic and overseas purchases applicable to the Card is approved by the Bank in accordance with the type of Card and the Designated Account. Such Daily Spending Limit shall not exceed the available balance of the Designated Account and will be calculated separately from the amount of domestic and overseas ATM withdrawals. If the Cardholder needs to adjust the spending limit for purchases by card, he/she must file an application with Bank, even if the actual amount of purchase by card has not yet exceeded the balance of the Designated Payment Account. The overseas purchase amount spent by the Cardholder shall be converted from the local currency into equivalent New Taiwan Dollars for the purpose of controlling the limit.
2. **The maximum accumulated domestic and overseas purchase Daily Spending Limit is, or equivalents to, TWD50,000. Such Daily Spending Limit may be adjusted by the Bank from time to time according to Visa Debit Card Terms and Conditions, provided that the Bank shall publish the Limit in its business place or official website and also specify it in the transaction slip separately.**
3. If the Cardholder's consumption exceeds the Daily Spending Limit of preceding Paragraph 1, he/she shall still be responsible for repayment of the insufficient balance.
4. **The limit for cash withdrawal per day with the Visa Debit card at the Bank's ATMs or at ATMs of other financial institutions participating in the inter-bank auto-transaction systems shall be as follows:**
  - (1) **Premier / Premier Plus Account: maximum is, or equivalents to, TWD200,000.**
  - (2) **Advance Account: maximum is, or equivalents to, TWD150,000.**

(VI) Basic Obligations of the Parties

1. The Bank shall process the repayment of the Cardholders' arms-length transactional amount debited by the Visa Debit Card with due diligence and shall provide, or procure each Acquirer to provide, the Merchant in which the Visa Debit Card is available to the Cardholders for purchases of products, services, or other goods, and process the Visa Debit card transaction for the cardholder according to the method instructed by the cardholder.

2. **The Cardholder's Visa Debit Card is the property of the Bank and the Cardholder shall properly keep and use the Visa Debit Card. The Bank only authorizes the Cardholder to use the Visa Debit Card in person within its validity period and the Visa Debit Card may not be assigned, loaned, pledged or transferred to any third party in any other manner which permits to possession or use of the Card by to any third party. When the Cardholder uses an automatic device or proceeds with other transactions, the Cardholder shall keep confidential his/her transactional PIN, activation PIN or other identifying verification information of the Cardholder to third persons.**
3. **The Cardholder shall not falsify fraudulent transactions or constitute conspiracy of fraud with any third party of any Merchant to convert into cash or obtain benefits from purchasing with the Visa Debit Card or in any other manner. If the Cardholder purchases any highly cashable object, or if Cardholder uses the card with any Merchant which is included in the risk list monitored by the Joint Credit Card Center, or if the purchase time, location or item is out of the ordinary and is suspicious of fraudulent transactions or conspiracy of fraud, the Bank reserves the discretion as to whether the authorization should be given and to restrict or decline the use of the Visa Debit Card for the above-mentioned transactions.**
4. The Cardholder shall not obtain direct or indirect financing from any third party with the Visa Debit Card.
5. The Cardholder shall be responsible for repaying any debt incurred from any violation of the Paragraphs 2 to 4.
6. If the Cardholder does not need to sign the transaction slip in any special transactions, unless otherwise provided by Visa Debit Card Terms and Conditions, the Cardholder shall be liable for the purchase amount incurred by the transaction.
7. The Bank shall ensure that the contents of the advertising are true and that the obligations owed to the Cardholder shall not be lower than those provided by the advertising. **However, unless specifically specified, any activity, service or agreement of the Bank in relation to the credit card shall be for the sole benefit of the credit card holder and may not be enjoyed by the Cardholder of the Visa Debit Card.**

(VII) Preview Period

**The Cardholder may notify the Bank to terminate Visa Debit Card Terms and Conditions within seven (7) days from the date of receipt of the Card in accordance with the manner provided under Paragraph 3, Article 20 of Visa Debit Card Terms and Conditions without reason and the Cardholder shall not be liable for any charges. However, if the Card is already used by the Cardholder, the contract may not be cancelled.**

(VIII) General Transaction

1. Upon receipt of the Card, the Customer shall immediately sign on the Card in order to reduce the possibility of fraudulent use by a third party.
2. Merchant, which have Visa payWave sensor, each transaction with NT \$ 3,000 or under can quickly checkout without signature.
3. After swiping the Visa Debit Card in any transaction, if the information is confirmed to be correct upon identification, except the special transactions which signature is not required, the Cardholder shall sign on the transaction slip or key in the transaction PIN for confirmation. The Cardholder shall properly keep the duplicate copy of the transaction slip for verification.
4. If the Cardholder returns the product, cancels the transaction, terminates the service, changes the product or changes the price of the product which have been purchased by using the Visa Debit Card with the agreement of the Merchant, the Cardholder shall obtain a refund document from the Merchant and, after verifying that the document is correct, shall sign on the refund document for confirmation. The Cardholder shall properly keep the duplicate copy of the refund document for verification. However, if the Cardholder and the Merchant agree, the Merchant may sign on the refund document for confirmation and proof may be provided alternatively through product return justification kept by the Cardholder or other justification documents.
5. **The Merchant may refuse the Cardholder's use of the Visa Debit Card for a transaction in the event of the following:**
  - (1) **If the Visa Debit Card is falsified, altered or damaged, broken, polled, drilled, with vague and illegible signature or altered signature.**

- (2) If the Visa Debit Card has expired, declared as lost in accordance with Paragraph 1, Article 15, or cancelled or terminated in accordance with Visa Debit Card Terms and Conditions.
- (3) The Bank has suspended the Cardholder's right to use the Visa Debit Card.
- (4) The Cardholder's signature on the transaction slip is inconsistent with the signature on the Visa Debit Card, or it is proven otherwise that the holder of the card is not the same person to whom the Bank agreed to issue the Visa Debit Card.
- (5) The Cardholder has exceeded the daily spending limit or the balance of deposit in the Designated Payment Account after the current transaction, unless the Bank gives special authorization to the Merchant to accept the Visa Debit Card for the transaction.
6. In the event of Item 1, 2 or 4 of the previous Paragraph, the Merchant may refuse to return the Visa Debit Card.
7. If any Merchant refuses the use of the Visa Debit Card by the Cardholder for any transaction for reasons other than those listed under Paragraph 4 above, or if any Merchant cites the use of the Visa Debit Card as a reason to increase the price of the goods or services, the Cardholder may file a complaint with the Bank. The Bank shall investigate or procure an investigation to be done on the Acquirer and inform the results of the matter to the Cardholder in accordance with the rules of the Bank. If it is confirmed that the Bank has committed an intentional act or gross negligence with regard to the above-mentioned circumstances by the Merchant, the Bank shall be responsible for compensating the damages suffered by the Cardholder.
8. In addition to the ATM functions, the Card contains the purchase functions. All purchasing amounts shall be put on hold in the Cardholder's Designated Payment Account at the time of transaction (Cardholder cannot withdraw such reserved amount) and shall be deducted from the Cardholder's Designated Account on the Debit Date on which the amount is actually deducted.
9. POS transaction via Visa Debit card is only accepted for online transactions certified by the Bank, and **will not be accepted for any offline POS transactions.**

(IX) Special Transactions

If products are ordered, services are obtained or fees are paid on behalf of the obligor by using the Visa Debit Card through posted mail, telephone order, Internet, fax or in other similar manners in accordance with general trading practices or due to the special characteristics of the transaction, the Bank may transfer the payments on behalf of the Cardholder through PIN, telephone confirmation, relevant postal justification or other identify verification manner and confirmation of the Cardholder's intention and no transaction slip or on-site signature shall be required.

(X) Procedures for Suspicions over Accounts

1. If the Cardholder has any dispute with the Merchant with regard to the quality, quantity or amount of the goods or services, the Cardholder shall seek resolution with the Merchant and shall not use the instance as the basis for requesting a refund from the Bank.
2. During the Cardholder's use of the Visa Debit Card, in case of special circumstances in accordance with the rules of various credit card organizations, such as if the pre-ordered products are not transferred by the Merchant, if the quantity of product transferred is inconsistent, or if the pre-ordered service is not provided, the Cardholder shall first seek resolution with the Merchant. **If a resolution cannot be found, the Cardholder shall request the Bank to handle the transaction in accordance with Article 12 of Visa Debit Card Terms and Conditions about suspicious payment. The request shall be made within one month from the delivery date of the current account statement and relevant justification documents requested by the Bank shall be submitted.**
3. If the Cardholder cancels a contract with a Merchant in accordance with Article 19 of the Consumer Protection Act following a mail purchase or solicitation purchase by using the Visa Debit Card, the provision under the previous Paragraph shall be applied. The other transactional disputes shall be handled in accordance with the rules of the Bank and those of VISA credit card organization.

(XI) Statement

1. The Company shall periodically send the statement of account (may be presented together with the statement for the Designated Payment Account by letter, automatic device, electronic media file, electronic mail or Internet). If the Cardholder does not receive the statement of account within seven (7) days from the delivery date, the Cardholder shall immediately notify the Bank thereof (no later than 14 days following the delivery date of the statement) and request the Bank to send the statement by registered mail, ordinary mail, facsimile or email or via Internet, or other appropriate manners. **The cost thereof shall be borne by the Bank. Other than the period stated above, if the Cardholder requests a copy of re-issuing statement on a statement issued more than three months previously for reasons attributable to the cardholder, a handling fee of TWD100 shall be paid to the Bank for each Statement. If the Cardholder requests a copy of re-issuing statement on a statement issued for periods of more than 3 months ago (available up to twelve months), a handling fee of TWD200 shall be paid to the Bank for each monthly statement. The Cardholder authorizes the Bank to deduct the handling fee from the Cardholder's Designated Payment Account. If the amount in such account is insufficient to make this payment, the Bank may make deductions during the following month until the payment is fully made. The Bank may adjust this fee in accordance with the adjustment or amendment manners provided under Visa Debit Card Terms and Conditions.**
2. If the Cardholder fails to notify the Bank of any change of his/her address or other communication related information, the Bank may mail the statements and notices to the last address of the Cardholder known to the Bank or the address specified in the application form.
3. The statements and notices sent to the last address of the Cardholder known to the Bank or the address specified in the application form shall be considered to be served legally after the ordinary mail time.

(XII) Procedures for Suspicion of Payment

In cases where there is dispute between the cardholder and the Merchant, the Bank should provide assistance, and resolve the matter in ways that is beneficiary to the Cardholder.

1. If the Cardholder has any doubt about any matter / transaction details included in the statement, the Cardholder may inform the Bank and ask for assistance within 30 days from the delivery date of the current statement by providing the reasons and justification documents required by the Bank (such as duplicate copy of the transaction slip or refund document) or request the Bank to seek the transaction slip or refund document from the Acquirer. If the customer requests for suspension of payment, after agreeing to the payment of dispute fee in accordance with the operational policy of VISA International organization, the Cardholder may request the Bank to deduct fund from or arbitrate with the Acquirer or the Merchant.
2. If the Cardholder fails to notify the Bank in accordance with the previous Paragraph, it shall be deemed that the contents of the statement are correct and no further objection can be made in the future to any payment.
3. If the Bank requests a refund from the Acquirer or the Merchant in accordance with the latter part of Paragraph 1 and if it is proven by the Bank through investigation that the transaction is made by the Cardholder or that the refund cannot be made for reasons which are not attributable to the Bank, the Cardholder agrees to make the payment in full. If such payment has already been refunded to the Cardholder on temporary basis by the Bank, the Bank shall notify the Cardholder and may deduct the amount from the Cardholder's Designated Payment Account after such notice. If the amount is insufficient for the deduction, the Cardholder shall remain liable for repayment and the matter shall be handled in accordance with Article 13 of Visa Debit Card Terms and Conditions. **The above deduction right applies to the situation where the Bank finds that the transaction is not made by the Cardholder and the Cardholder has already been refunded both by the Bank and the Merchant.**



4.If the Cardholder requests the Bank to seek the transaction slip or refund document from the Acquirer, the Cardholder shall pay to the Bank a transaction slip seeking handling fee of TWD100 per instance. The Bank may adjust this fee in accordance with the adjustment or amendment manners provided under Visa Debit Card Terms and Conditions. If the result of investigation shows that the transaction is a fraudulent transaction, or the disputable transaction is not attributable to the cardholder, the transaction slip seeking handling fee will be paid by the Bank.

(XIII) Payment

- 1.The Cardholder agrees that upon transaction by the card, the Bank may first hold the transactional amount payable in the Cardholder's Designated Payment Account (Cardholder cannot withdraw such reserved amount) and then transfer such transactional amount for payment when the Merchant or the Acquirer requests payment from the Bank (i.e., on the Debit Date). However, if the Merchant or the Acquirer does not request payment from the Bank within 15 calendar days from the date on which the transaction is made by the card, the Bank shall release the reservation on such amount. The Bank shall pay the saving interest to cardholders for transaction hold amount based on the interest rate of the original contract with the Bank during the amount hold period.
- 2.If the balance of deposit in the Cardholder's Designated Payment Account is insufficient to pay for certain transaction amount payable, the Bank may refuse to deduct the amount from the deposit balance. The Cardholder shall deposit the insufficient amount into such Designated Payment Account as soon as possible. If the amount is still not deposited or is still insufficient on the day prior to the delivery date of the current statement, the Bank may charge an handling fee (i.e., an insufficient balance fee) of TWD200 on monthly basis starting from the delivery date (inclusive) of the current statement (any period shorter than one month shall be charged at least one month or up to 3 months) until full payment of the transaction amount. The Bank may adjust the above-mentioned fee provided that the adjustment shall be publicly announced in an obvious manner and in the business location.
- 3.While the Cardholder's Designated Account is suspended or listed as a warning account, the Bank should not deduct the transaction payable from the deposit balance of the account. The Bank can only deduct the transaction payment from the Designated Account, in accordance with the General Agreement or regulations, once the account warning status has ended.
- 4.If the Cardholder delays payment, the Bank may register the customer's payment delay, card termination, collection and other bad records with JCIC. The Bank shall notify the customer 5 days before registration to inform the cardholder of the consequences through written or electronic documents.

(XIV) Authorization of Settlement for Overseas Transactions

- 1.All transaction amounts by the Cardholder by using the Visa Debit Card shall be paid in New Taiwan Dollars. If the transaction (including refund) is in a currency other than New Taiwan Dollar or the overseas transaction occurred in New Taiwan Dollars (including transactions in New Taiwan Dollar with merchants overseas), or domestic transactions in New Taiwan Dollars but cleared through international organizations (including refund), or cross-border transactions, the transaction is based on the exchange rate on the day which the Merchant charges back for the payment from VISA/MasterCard (i.e. the posting date on the statement), and settled with the Bank according to VISA/MasterCard policy. The exchange rate for the settlement is based on the settlement day appointed by VISA/MasterCard and the international exchange rate to convert into New Taiwan Dollars.
- 2.The oversea transaction fee shall include both the payment to credit card international organization (currently at 1%) and an additional 0.5% of each transaction amount for each transaction (totaled 1.5%). The fee may be changed and the Cardholder shall always refer to the announcement on the Bank's website and / or statement for the latest fee tariff.

3.The Cardholder designates the Bank as its foreign exchange agent within the Republic of China for carrying out the foreign exchange procedures for transactions conducted by using the Visa Debit Card overseas. However, if the amount of foreign currency exchange payable by the Cardholder exceeds the legal limit, the Cardholder shall pay the exceeding portion by foreign currency. If the amount reserved by the bank for such transaction in the Cardholder's Designated Payment Account is different from the actual calculated amount due to the change of foreign exchange rate at the time of settlement to the Bank and at the time of calculation by VISA international organization, the calculated amount shall be the actual amount to be deducted. **If the balance of the deposit is insufficient for the deduction, the Cardholder shall remain liable for the payment and agrees for the Bank to proceed in accordance with Paragraph 2, Article 13 of Visa Debit Card Terms and Conditions.**

(XV) Theft, Loss or Other Dispossession of the Card

If the Cardholder's Visa Debit Card is lost, stolen, robbed, fraudulently obtained or occupied by any third party other than the Cardholder (hereinafter "Loss or Theft"), the Cardholder shall inform the Bank to carry out the cancellation suspension procedures by phone or in other manners as soon as possible. However, if the Bank deems it necessary, it shall inform the Cardholder within 10 days from the date on which the suspension procedures are carried out to request the Cardholder to report to the local police authority within 3 days from the date of notice or send a supplemental written notice to the Bank.

**Any loss incurred from fraudulent use starting from the time the Cardholder carries out suspension procedures shall be borne by the Bank. However, in case of any of the following, the Cardholder shall remain responsible for the loss suffered from any fraudulent use:**

- 1.Any third party's fraudulent use is allowed by the Cardholder or the Cardholder intentionally gave the Visa Debit Card to the third party for use.
- 2.The Cardholder intentionally or negligently allowed a third party to know the identity verification manner of the Cardholder.
- 3.The Cardholder and the third party or the Merchant falsify transactions or form a conspiracy of fraud.
- 4.Any third party's fraudulent transactions completed by PIN base authorization. Before carrying out the suspension procedures, maximum losses liability borne by the cardholders for fraudulent use shall be limited to TWD3,000. However, in the event of any of the following, the Cardholder shall not bear any liability (all cash withdrawal, account transfer and all ATM transactions done by using the PIN of an ATM card shall be subject to the terms and conditions of the ATM card and this Article shall not apply):

- 1.Fraudulent use of the card 24 hours after the Cardholder carries out the suspension procedures for the Visa Debit Card.
- 2.The fraudulent user signs his/her name on the transaction slip, which can be visually identified to be obviously inconsistent with the signature of the Cardholder or the signature can be identified as inconsistent with the signature of the Cardholder with the due care of a good administrator.

In the event of the second sentence of Paragraph 2 of this Article and any of the following for the Cardholder, and if the Bank can prove that it has exercised the due care of a good administrator, the deductible amount for fraudulent use under the previous Paragraph shall not apply:

- 1.The Cardholder knew about the Loss or Theft of the Visa Debit Card and failed to immediately inform the Bank, or the Cardholder fails to inform the Bank within 20 days after the first fraudulent use following the Loss or Theft of the Visa Debit Card.
- 2.The Cardholder violates Paragraph 1, Article 8 of Visa Debit Card Terms and Conditions, did not sign on the Visa Debit Card, leading to fraudulent use by third parties.
- 3.The Cardholder fails to submit the documents requested by the Bank, refuses to assist with the investigation or has other act of violation of the principle of good faith after carrying out suspension procedures for the Visa Debit Card.

**(XVI) Card Re-issuance, Card Replacement, Card Renewal after Expiry**

Where the Credit Card is damaged, magnetically erased, scratched, or unusable due to any other causes, the Bank may issue a new replacement card free of charge upon the Cardholder's application. If the Cardholder has any Loss or Theft of the Visa Debit Card and carries out suspension procedures in accordance with Article 15 of Visa Debit Card Terms and Conditions, or if the Cardholder applies for a replacement card for personal reasons when the existing Visa Debit Card can still be used normally, the Cardholder shall pay a handling fee TWD100 per card for card re-issuance. The Bank may adjust this fee in accordance with the adjustment or amendment manners provided under Visa Debit Card Terms and Conditions.

If the Bank does not terminate the agreement in accordance with Article 20 of Visa Debit Card Terms and Conditions upon expiry of the validity period of the Visa Debit Card, the Bank shall issue a new card to the Cardholder for continuous use. However, based on the bank's consideration of risk, safety, Cardholder's finance, credit, consumption and circumstances of use of the card, the Cardholder agrees that the Bank may decide not to issue a new Visa Debit Card to the Cardholder upon expiry of the validity period. Upon expiry of the validity period of the old card, the Bank may suspend the function of purchase by the Visa Debit Card and keep on the functions of the general ATM card. If the Cardholder wishes to use the purchase functions of the Visa Debit Card, the Cardholder shall file an application with the Bank to trigger the purchase functions and shall be deemed to have accepted the notes to the terms and conditions of the Visa Debit Card. Prior to the expiry of the validity period of the Visa Debit Card, if the Cardholder does not wish to continue the use, the Cardholder must terminate the agreement by notifying the Bank in accordance with the manners specified in Paragraph 3, Article 20 of Visa Debit Card Terms and Conditions prior to the expiry of the validity period or within 9 days from receipt of the new card, without reasons or with no fee. However, this does not apply if the issued new card has already been used. If a subsequent application is filed, a handling fee TWD100 shall be charged for the issuance of a new card.

If the Cardholder applies for the re-issuance of a new card, a replacement card or a new card following expiry of the validity period, the Cardholder shall carry out the new card activation procedures in the manner agreed by the Bank. All functions on the old card will cease upon the activation of the new card.

**(XVII) Setoff and Deduction**

If the Bank terminates the agreement with the Cardholder in accordance with Article 20 of Visa Debit Card Terms and Conditions, the Bank may make early repayment of all debts owed to the Bank from all deposits and amounts deposited by the Cardholder with the Bank and may use the prepaid amount to set off against the debt owed by the Cardholder to the Bank. The Bank's expression of intention to perform the setoff shall become effective at the time the account is offset. In addition, any depository receipt or other debt certificate issued to the Cardholder by the Bank shall cease to be effective within the scope of the setoff. If the amount of setoff is insufficient to repay all debt owed by the Cardholder to the Bank, setoff shall be done in accordance with Articles 321 to 323 of the Civil Code, provided that the Bank may designate the order and manner which are more beneficial to the Cardholder than those stipulated under Article 323 of the Civil Code.

**(XVIII) Amendment to Agreement**

In case of any amendment, addition or deletion of the clauses of Visa Debit Card Terms and Conditions, if the Bank notifies the Cardholder in writing, in legally allowed manner or any other manner agreed by the Cardholder, or, in lieu of notice, through the announcement in an obvious manner in the business location of the Bank's branches or on the website of the Bank, and if the Cardholder does not voice any objection within 14 days, the Cardholder shall be deemed to have confirmed such amendment, addition or deletion of clauses. However, in the event of any change to the following matters, the Cardholder shall be notified by letter, electronic mail/document or other manner agreed by the Cardholder 60 days prior to the change, or be publicly announced in an obvious manner in the business location of the Bank or on the website of the Bank if so allowed by law, such letter,

electronic mail/document or the above-mentioned public announcement shall clearly specify the matter of change and contents of the old and new provisions, the Bank shall inform the Cardholder that the Cardholder may voice objections to the matters of change and that the Cardholder shall be deemed to have confirmed such amendment, addition or deletion of clauses if the Cardholder does not voice any objection within such period, and the Bank shall inform the Cardholder that if the Cardholder has any objection, the Cardholder may notify the Bank to terminate the agreement during the objection period in the matter provided under Paragraph 3, Article 20 of Visa Debit Card Terms and Conditions and cooperate with the Bank to complete the termination procedures:

- 1.The handling process in the case of Loss or Theft of the Visa Debit Card.
  - 2.The rights and obligations of the Cardholder incurred following other person's unauthorized use of the Visa Debit Card.
  - 3.The procedures for handling questionable payments of the Visa Debit Card.
  - 4.Other matters specified by the governing authority.
- Starting from the date on which the Cardholder uses the services provided under Visa Debit Card Terms and Conditions, the Cardholder shall pay the service fee and handling fee in accordance with the agreed fee scheme. In case of any adjustment to such fee scheme after signature of the Visa Debit Card Terms and Conditions, unless otherwise provided by Visa Debit Card Terms and Conditions, the Bank may publicly announce the adjusted matters 60 days prior to the adjustment date on the Bank's website or in obvious places of the Bank's business location or by a written notice or any other forms of notification agreed by cardholders. The Bank shall also inform the Cardholder if the Cardholder does not agree to the adjustment, the Cardholder may notify the Bank in writing to terminate the Visa Debit Card terms and conditions during such period and cooperate with the Bank to carry out termination procedures. If the Customer did not notify the Bank to terminate the Visa Debit Card Terms and Conditions within such 60-day period but continues to carry out dealings by Visa Debit Card with the Bank, it shall be deemed that the Customer has agreed to such adjustment. However, the notification period does not apply to adjustments favorable to the Customer.

The calculation of fees charged by the Bank to the Cardholder, including annual fee, transaction fee, penalty fee and all other charges, may only be modified once every quarter should there be any modifications.

The time period or the conditions applicable for the cardholder rights, benefits or services may only be modified every quarter should there be any modifications. Under circumstance in which the modification or termination of the right cannot be accountable to the Bank, or if the modification is beneficiary to the Cardholder, the above restriction will not be applicable.

**(XIX) Restrictions on Use of Visa Debit Card**

In case of any of the following for any Cardholder, the Bank may lower the Cardholder's Daily Spending Limit or suspend the Cardholder's right to use the Visa Debit Card on temporary or permanent basis without prior notice or warning, and the Bank should notify the cardholder immediately after the change:

- 1.The Cardholder violates Paragraph 1 of Article 3 or Paragraphs 2, 3 or 4 of Article 6 of Visa Debit Card Terms and Conditions, or has not signed the Visa Debit Card.
- 2.The Cardholder intentionally discloses to any third party the Cardholder's identity verification manner intentionally or through act of gross negligence.
- 3.The Cardholder uses the Visa Debit Card to obtain financing directly or indirectly from any institution or any third party which is not approved by the governing authority.
- 4.The Cardholder has been declared to be under guardianship or has filed for reconciliation, bankruptcy, rehabilitation, settlement, pre-consultation, and company reorganization in accordance to the Bankruptcy Law, or has been declined of transaction, terminated operation or performed debt clean up by the clearing house.

5. The cardholder is an agent, representative or manager of a judicial person or a non-judicial group which is included in the transaction rejection list by any clearing house, which files an application in accordance with Bankruptcy Law, against which an application for settlement is filed, which declares bankruptcy, which files an application or again which an application is filed for reorganization in accordance with Company Law, which ceases operation or which cleans up its debt.
  6. The Cardholder is convicted of crime of at least term imprisonment for criminal matters or a decision is made to confiscate the Cardholder's main assets.
  7. If the Cardholder inappropriately uses the Visa Debit Card or if the Bank determines that there may be inappropriate use judging from the Cardholder's account, the Bank may suspend or terminate the Cardholder's use of the card at any time and take back and cancel the Visa Debit Card.
  8. The Customer's designated account has been suspended or listed as a watch-listed account. **In the event of any of the following for any Cardholder, and in cases where the cardholder cannot provide a justifiable reason, the Bank may lower the Cardholder's Daily Spending Limit or, under severe situations, suspend the Cardholder's right to use the Visa Debit Card on temporary or permanent basis after prior notice or warning:**
    1. Cardholder violates Paragraph 2 of Article 3 of Visa Debit Card Terms and Conditions and the Bank cannot contact the Cardholder by using the contact address and telephone included in the information provided during application, or Cardholder changes the vocation or title which lowers the credit evaluation of the Cardholder.
    2. The balance of deposit in the Cardholder's Designated Payment Account is insufficient to pay the purchase amount payable at the Debit Date.
    3. Cardholder violates Paragraph 2 of Article 5 of Visa Debit Card Terms and Conditions and exceeds the Daily Spending Limit or the balance of the Designated Payment Account for purchases made with the Visa Debit Card.
    4. Cardholder's check is returned due to insufficient funds, or Cardholder is the legal agent, representative or manager of any judicial person or non-judicial group of which any check is returned due to insufficient funds of such judicial person or non-judicial group.
    5. Cardholder is suspended from the use of any credit card or Visa Debit Card or the Cardholder's contract for any credit card or Visa Debit Card is terminated by any other card issuer due to the circumstances described in Article 1 of this paragraph.
    6. Cardholder is subject to compulsory enforcement or provisional seizure, provisional disposition or other injunctive measures.
    7. Litigation is filed against the Cardholder for other debt or tax relationships or the Cardholder is investigated or indicted for criminal involvement.
    8. Cardholder fails to pay other overdue debt to the Bank (including the Bank's headquarters or any subsidiary) or delays in the payment of principal or interest of any other debt.
    9. Cardholder has an obligation to provide guarantee in accordance with the Visa Debit Card Terms and Conditions and fails to provide such guarantee.
    10. The joint liability guarantor, if any, terminates the guarantee or there is substantial truth to prove that the guarantor's creditworthiness has deteriorated, and the Bank's notification to change or add another guarantor was not answered.
    11. In cases where there is changes to the cardholder's occupation, position, income source or debt situation (including but not limited to the total credit limit of credit cards, cash cards, or other consumer loans issued by financial institutions or credit card organizations), and there are specific reasons to justify the lowering of cardholder's credit limit by the Bank.
- If the events under Paragraph 1 or under various items under Paragraph 2 disappears, or if the Bank agrees for the Cardholder to provide reasonable justifications, or if the Cardholder repays part of the amount or provides appropriate guarantees, the Bank may reinstate fully or partly the original Daily Spending Limit for the Cardholder or reinstate the Cardholder's right to use the Visa Debit Card.

#### (XX) Termination of Agreement

The Cardholder may from time to time and at any time terminate Visa Debit Card Terms and Conditions by the written application as set out in Paragraph 3 of this Article.

If any of the events as set out in Paragraph 1 and 2 of the previous Article occurs, or the Card expires, the Bank may terminate Visa Debit Card Terms and Conditions in writing or in other manners agreed by the Bank.

If the Cardholder terminates or cancels Visa Debit Card Terms and Conditions due to any event as set out in preceding Paragraph 1 of this Article or Paragraph 3 of Article 16 and Article 18 of Visa Debit Card Terms and Conditions, the Cardholder shall cut the Card and mail it back to the Bank together with the reason, fill out a "Visa Debit Card Service Application Form" requested from the phone banking, or terminate by other application agreed by the Bank to terminate or cease the usage of the Card.

Visa Debit Card Terms and Conditions will be terminated also while the termination of Cardholder's Designated Account.

Upon termination or cancellation of Visa Debit Card Terms and Conditions, the Cardholder shall not use the Visa Debit Card (irrelevant with whether the Card expires or not). The Bank may, at any time, taking into consideration the risk, security, the Cardholder's financial, credit, consumption and repayment status, cease or cancel the usage of the Visa Debit Card function without ceasing to use the ATM function or terminating Visa Debit Card Terms and Conditions.

In the Cardholder dies, the Bank may declare all the Cardholder's obligations to the Bank due and payable immediately.

#### (XXI) Delegation

The cardholder agrees that the collection of transaction accounts, data processing, business attached to the Visa Debit Card Terms and Conditions (such as information recording, processing and output of information system, development of information system, monitoring and maintenance, marketing, cardholder information input, printing, sealing and posting of forms, custody of forms and certificates, preparation and delivery of cards, demand for accounts and legal proceedings, etc. (including collection and processing of related personal information which fit the specific purpose) may be outsourced to an appropriate third party or be handled in cooperation with the members of credit card organizations as required or approved by the competent authority, if necessary. The cardholder also agrees that the Bank may provide his/her personal information to the third party, provided that the third party shall engage in the processing of, and use, the personal information pursuant to laws and keep confidential such information. The cardholder agrees that the terms and conditions herein shall remain effective in the case of any change in the cooperative relationship between the Bank and a third party, or the Bank's name or organization, and the Cardholder is willing to comply with Visa Debit Card Terms and Conditions without signing any additional documents.

#### (XXII) Other Agreements

In addition to this Visa Debit Card Terms and Conditions, the Cardholder shall also comply with relevant provisions of the Bank for the accounts and cards.

With respect to the matters involved herewith which have not been stipulated in Visa Debit Card Terms and Conditions, the parties agree to enter into another agreement therefore.

#### V-3. Terms and Conditions for Everyday Global Visa Debit Card

(The following are the terms and conditions for the Everyday Global Visa Debit Card (hereinafter the "EGA T&Cs"). Unless otherwise specified in the EGA T&Cs, for terms and conditions related to the use of general ATM cards or Visa Debit Cards, please refer to and comply with the Terms and Conditions for ATM Card and Visa Debit Card.)

#### (I) Interpretation

"Everyday Global Visa Debit Card Terms and Conditions", prior to "Terms and Conditions for ATM card" and "Terms and Conditions for Visa Debit Card", shall apply to Everyday Global Visa Debit Card cardholders. In case of any conflicts occurred between "Everyday Global Visa Debit Card Terms and Conditions" and "Terms and Conditions for ATM card" and "Terms and Conditions for Visa Debit Card", the "Everyday Global Visa Debit Card Terms and Conditions" shall prevail.

(II) Services of Everyday Global Visa Debit Card ("EGA Card" or "Card"):

- (1) The Customer can use the Card for cash withdrawal and fund transfer. More, the Customer shall submit a request to the Bank to activate the debit transaction function with spending limit, and overseas cash withdrawal/balance inquiry function. When the Customer submits any of the request above, the Card will automatically link to the Customer's corresponding demand deposit account (including New Taiwan Dollar demand deposit account and all of the supported foreign currency demand deposit accounts). Also, all of the related transactions would follow the terms and conditions as listed below in section (III) and (IV).
  - (2) Supported foreign currency: the Card can link up to 9 foreign currencies' demand deposit account, on top of the default New Taiwan Dollar account. The 9 supported foreign currencies are listed as below: USD, EUR, GBP, CAD, HKD, JPY, SGD, AUD, and NZD. The Customer shall always refer to the latest General Agreement or the Bank's announcement for the Card's supported foreign currency.
  - (3) While using the Card to withdraw funds or purchase abroad, the Customer authorizes the Bank to apply for and report the foreign exchange remittance on behalf of the Customer.
- (III) The Bank will charge the Customer with application and annual fee. The Customer acknowledges and agrees with the service charges and relevant charges for the use of the Card based on the Tariff on Personal Banking Services. All of the related services and pricing tariff will apply in respect to the local regulation and policy when the Customer uses the Card in different country/region.

(IV) All of the overseas cash withdrawal by using the Everyday Global Visa Debit Card shall follow the below agreement:

- (1) If the currency is supported and the balance of deposit in the corresponding foreign currency demand deposit account is sufficient, the Customer authorizes the Bank to directly deduct the amount from the corresponding foreign currency demand deposit account without foreign exchange fees.
- (2) If the currency is supported but the balance of deposit in the corresponding foreign currency demand deposit is insufficient, the Customer authorizes the Bank to deduct the amount from the available balance of the Customer's New Taiwan Dollars demand deposit account. The settlement will be based on the exchange rate appointed by the Bank and will be converted into New Taiwan Dollars by the bank. The Bank will charge an additional 1.5% of the amount converted as internet service fee. The amount of New Taiwan Dollars converted and the internet service fee will be deducted directly from the available balance of the Customer's New Taiwan Dollars demand deposit account. In the event of insufficient deposit balance for the deduction, the Bank will reject the transaction.
- (3) If the currency is not supported, the Customer authorizes the Bank to deduct the amount from the New Taiwan Dollar balance. The settlement will be converted into New Taiwan Dollars by the bank. The exchange rate will be appointed by the Bank if using the Bank's ATM and will be appointed by International Clearing Organizations' sole discretion if not using the Bank's ATM. The Bank will charge an additional 1.5% of the amount converted as internet service fee. The amount of New Taiwan Dollars converted and the internet service fee will be deducted directly from the available balance of the Customer's New Taiwan Dollars demand deposit account. In the event of insufficient deposit balance for the deduction, the Bank will reject the transaction.

(V) All of the overseas transactions by using the Everyday Global Visa Debit Card shall follow the below agreement:

- (1) If the currency is supported and the balance of deposit in the corresponding foreign currency demand deposit account is sufficient, the Customer authorizes the Bank to directly deduct the amount from the corresponding foreign currency demand deposit account without foreign exchange fees.
- (2) If the currency is supported but the balance of deposit in the corresponding foreign currency demand deposit account is insufficient, the Customer authorizes the Bank to deduct the amount from the New Taiwan Dollar balance. The settlement will be based on the exchange rate appointed by the Bank and will be converted into New Taiwan Dollars by the bank. The Bank will charge an additional 1.5% of the amount converted as - overseas transaction fee. This fee includes both the payment to credit card international organization (currently at 1% of each transaction amount) and an additional 0.5% of each transaction amount for each transaction. The amount of New Taiwan Dollars converted and the overseas transaction fee will be deducted directly from the available balance of the

Customer's New Taiwan Dollars demand deposit account. The fee may be changed and the Cardholder shall always refer to the announcement on the Bank's website and / or statement for the latest fee tariff.

- (3) If the currency is not supported, the Customer shall remain liable for the payment and agrees for the Bank to proceed in accordance with Article 14 of Visa Debit Card Terms and Conditions (Authorization of Settlement for Overseas Transactions).

**VI. Special Transfer Service of Taiwan Dollar Demand Deposit Account**

The Customer agrees that upon completion of relevant application and account designation procedures, the following terms and conditions shall first apply to the Customer's fund transfer matters described on the reverse of the specific cheques prepared by the Bank (hereinafter as "the Specific Cheques"). Matters not provided herein below shall be governed by other prescriptions of General Agreement. This service will only be provided to the specific customers permitted under the laws and regulations.

(I) Content of Agreement:

The Customer agrees and authorizes the Bank, after presentation of the check for payment, to debit the amount instructed by the Customer from the Customer's designated Taiwan Dollar Demand Deposit Account to the Customer's Taiwan Dollar Checking Account on the Bank's payment day according to the Customer's instruction on the reverse of the Specific Cheques as the case may be.

(II) Prerequisites for Transfer:

The Customer understands and agrees that the Bank is not obliged to make the fund transfer unless the following preconditions shall be met when the Customer instructs in accordance with the terms and conditions herein:

1. The Customer's instruction on the reverse of Specific Checks must be clear and legible without alteration or damage and the chop(s) and/or signature shall be verified by the Bank as identical to that/those retained by the Bank for the designated account.
2. The chop(s) and/or signature on the reverse of the Specific Checks for fund transfer instructions shall be distinguished from an endorsement at the discretion of the Bank.
3. The outbid transfer account and inbound transfer accounts of the Customer as described in the instruction must be Taiwan Dollar Demand Deposit Account ("designated Demand Deposit Account") and Taiwan Dollar Chequing Account ("designated Chequing Account") designated by the Customer when he/she applied with the Bank for such service.
4. The Customer shall ensure that there are sufficient funds in the Demand Deposit Account such that funds in the Checking account will cover the checks on the transfer day. **In the event that more than one fund transfer instructions are made on the same transferring date but fund in the Demand Deposit Account is insufficient, the Customer authorizes the Bank that the Bank may at its discretion determine the sequence of fund transfers.**

(III) Sufficient Funds:

The Customer shall from time to time maintain sufficient fund in the designated Demand Deposit Account indicated on the reverse of the Specific Cheques for fund transfers. The Bank shall transfer the amount, as and when so instructed, but shall not be obliged to ensure the fund in the checking account after the transfer is sufficient to pay the amount of the checks. **If the fund in such designated Demand Deposit Account is insufficient, the Bank shall not be obliged to effect such transfer. In the event that the fund in the checking account is insufficient to pay the amount of checks presented, the Bank shall not be obliged to notify the Customer of the insufficiency, but may either dishonor the checks or refuse to pay the checks.**

(IV) Other Special Situations:

1. **In the event that the designated Demand Deposit Account indicated on the reverse of the Specific Cheques is seized, provisionally seizure, under provisional injunction or the transfer is deemed by the Bank in good faith not to be executed, the Bank may refuse to effect the transfer instruction.**
2. **When the Specific Check with the fund transfer instruction is dishonored for any causes or the checking account is seized, the Bank may dishonor the check or refuse to pay the check.**

## VII. Autosweep Service:

The Customer may complete designation procedures for his/her/its demand deposit account (including Taiwan Dollar Demand Deposit Account and Foreign Currency Demand Deposit Account) and authorize the Bank to automatically transfer funds from Demand Deposit Account to Time Deposit of the same currency by selecting one of the following ways. The following terms and conditions shall first apply to this Autosweep Service. Matters not provided herein below shall be governed by other prescriptions of General Agreement.

### (I) Agreed Methods:

#### 1.Fixed Amount/Fixed Period:

(1) When fixed amount and fixed period method is selected, a particular day each month or each week is designated as the fixed transfer date, and funds of fixed amount shall be transferred to time deposit on the fixed transfer date. The fixed amount shall be specified by the Customer, provided, however, the fixed amount cannot be lower than the minimum amount for time deposit as prescribed by the Bank for such currency.

(2) If the aforementioned fixed transfer date is a holiday, the transfer shall be effected on the next Business Day, and such postponed date shall be the fixed transfer date from then on. The same rule applies to the future incidents when the fixed transfer date is a holiday.

#### 2.Fixed Amount/Flexible Period:

When the balance of Demand Deposit Account reaches a pre-designated amount, which shall not be lower than the minimum amount for the time deposit of such currency, after subtracting the "reserved amount" specified by the Customer in advance and various payable expenses, the Bank shall automatically transfer such amount to time deposit.

#### 3.Uncertain Amount:

When the balance of Demand Deposit Account exceeds the minimum amount for time deposit of such currency after subtracting the "reserved amount" specified by the Customer in advance and various payable expenses, the Bank shall automatically transfer the excess amount to the time deposit.

### (II) The Calculation of Time Deposit Term after Automatic Transfer:

The term of time deposit under Autosweep Service shall start from the date of automatic transfer by the Bank to the termination date specified by the Customer.

### (III) No Application of Deposit Certificate and Time Deposit Rules:

The Customer acknowledges that no time deposit certificate will be issued under Autosweep Service. However, the Bank shall indicate on the monthly statement the records of automatic transfer to time deposit of the month after the preceding statement.

### (IV) Sufficient Funds:

The Customer should maintain sufficient funds in the Demand Deposit Account before the Bank's account closing time on the transfer date. **In the event of insufficient funds, the Bank will refuse to effect the transfer. In the event of failure of fund transfer for three (3) consecutive times due to insufficient funds, the Autosweep service is deemed cancelled.**

## VIII. Time Deposit Pledge Service

Regarding the pledge of time deposit with the Bank, the Agreement on Pledge of Time Deposit and the following terms and conditions shall first apply. Matters not provided herein below shall be governed by other prescriptions of General Agreement.

### (I) Pledge Application and Processing:

1.The Customer may create a pledge with the ceiling amount of the sum of the principal and interest thereof on his/her/its time deposit with the Bank as security for his/her/its present or future obligations to the Bank. The details of the pledge on time deposit shall be based upon the records on the monthly statements issued by the Bank.

2.Before the Customer applies for the secured credit facilities, he/she/it shall first pledge his/her/its time deposit to the Bank and complete the pledge procedures. Upon the approval of the Bank, the Customer may draw down from the secured credit facilities by establishing one or more demand deposit account(s) (hereinafter the "Pledge Account(s)") or other methods permitted by the Bank.

3.The Customer may, within the term of each time deposit, draw down on the full amount of secured credit facility. Upon the maturity of the time deposit pledged, the Customer agrees that the Bank shall be entitled to renew such principal and interest for a term equal to the duration of the original pledged time deposit at the Bank's board interest rate applicable to the time deposit of the same duration on the renewal date, unless otherwise a written notice is given by either party to terminate the service.

### (II) Determination of the Amount of Secured Credit Facility and Interest:

1.The Customer may pledge his/her/its Taiwan/Foreign Dollar time deposit with the Bank to apply for secured credit facility. The amount of the secured credit facility and interest shall be in compliances with the relevant rules enacted by the Bank when the Customer applies for Pledge of Taiwan/Foreign Dollar time deposit.

2.The present secured credit facility and interest are listed hereunder. **If the secured credit facility or interest is changed in the future, the Bank will inform the Customer individually or make public announcement on the Bank's website.** The maximum available amount of secured credit facility in TWD shall be 95% of the amount of Taiwan Dollar time deposit pledged. The maximum available amount of secured credit facility in Foreign Currency shall be 85% of the amount of Foreign Dollar time deposit pledged (same currency). The maximum available amount of secured credit facility in Foreign Currency shall be 80% of the amount of Foreign Dollar time deposit pledged (cross currency) based on the exchange rate the day before each day. The interest rates are disclosed on the Bank's website.

3.The secured credit facility interest shall be calculated in accordance with the above-mentioned pledge rate per year and the actual days of pledge on the basis of 365 days p.a. and the interest shall be collected by the Bank at the end of every month. **If there is any change in the aforementioned calculation base of the secured credit facility interest, the Bank shall notify the Customer from time to time in writing or make public announcement on the Bank's website. The Customer hereby authorizes the Bank the right to offset the secured credit facility interest from the Pledge Account(s). Should the balance of the Pledge Account(s) be insufficient, such insufficiency will be regarded as a draw down under the secured credit facility for which the Bank shall notify the Customer through the monthly statements.**

4.Should there be any excess of the ceiling of the secured credit facility, the Bank is entitled to charge excess interest on the excess amount. The excess interest for secured credit facility of the time deposit is the aforementioned facility interest plus 10% p.a (same currency) and 3.2% p.a (cross currency).

### (III) The Restraint on Amount of Facility:

The percentages of secured credit facilities available may be adjusted due to changes in the Bank's credit policies. If, after adjustment, the amount drawn down by the Customer should exceed the ceiling of the secured credit facility, the Customer shall forthwith repay the excess amount in cash or increase the pledged time deposit to cover the exceeding limit. If the repayment is not made after a notice of payment from the Bank, the Bank shall be entitled to adopt one of the following measures. Besides, the bank shall stop the transaction of cross currency time deposit pledge when the Foreign Exchange Market is fluctuating dramatically.

### (IV) Coverage ratio:

The customer agrees to maintain the coverage ratio at least 120% for cross currency time deposit pledge. If there is any deficiency, the customer, upon receiving notification from the Bank, should repay the balance payable within the specified period or increase the pledged time deposit limit. The Bank shall be entitled to adopt the following (V) measures when the repayment has not been made after a notice of payment of the bank. The bank shall adjust the coverage ratio following the Bank's credit policies and calculate the repayment amount when the coverage ratio is less than required. The bank will inform the Customer individually or make public announcement on the Bank's website.



(V) Repayment:

1. The total of the actual amount of secured credit facility used by the Customer and interest payable may not exceed the ceiling of secured credit facility. **In case of any excess over the ceiling and failure to repay the excess amount within the stipulated period after the notice of payment from the Bank, the Bank is entitled to deem all outstanding amount due and payable immediately and may offset from the pledged time deposit to satisfy the outstanding amount of the principal and interests. In the event that the amount in time deposit should be insufficient, the Customer should repay the unsatisfied amount immediately. The Customer also authorizes the Bank to debit the various deposit accounts of the Customer (regardless of types of accounts and currencies) as repayment and notify the Customer via monthly statements.**
2. The Customer may from time to time repay all or a part of the credit amounts drawn down. Such repayment shall take effect at the time the Bank records on the accounting book.
3. The Customer shall first repay outstanding principal, interest and other expenses payable, if the Customer wishes to withdraw time deposit or cancel the pledge.
4. **If any of the following events should occur, the Customer's benefit of a repayment period shall be revoked and all secured indebtedness shall become due and payable without demand or notice from the Bank and the Bank may request the Customer to repay all of the secured indebtedness:**
  - (1) **When an event has occurred to the Customer which the Bank believes would adversely affect the repayment ability of the Customer or the Customer has been declared bankrupt, incompetent to manage his/her property, or where an order of attachment, compulsory execution, provisional seizure, provisional injunction, administrative execution or any other judicial penalty or administrative order has been imposed or enforced on any property of the Customer.**
  - (2) **The death of the Customer.**
  - (3) **The Bills Clearing House declares not to honor or accept bills drawn by the Customer or where the Customer fails to fulfill his/her/its primary indebtedness, guarantee and all other indebtedness.**
  - (4) **The Customer fails to perform any indebtedness due to the Bank or breaks any prescription of General Agreement.**
  - (5) **The Customer fails to repay the indebtedness owed to others.**
  - (6) **The identification documents or other documents submitted by the Customer to the Bank should be false or any concealment or breach of trust is discovered by the Bank.**
  - (7) **The Bank discovers that the Customer uses time deposit pledge, secured credit facility or Pledge Account(s) to engage in illegal activities or acts in violation of public order or good customs.**
5. **The pledge of time deposit to the Bank by the Customer, regardless of sequence, shall be a security of all the Customer's indebtedness in past, present and future to the Bank (including principal, interest, default interest, penalty, advance and other expenses payable). The sale proceeds from disposition of the security shall be used to offset the indebtedness. The content and order of offsetting indebtedness shall be solely determined by the Bank within the scope permitted by law.**

**IX. Pre-arranged upon Payment Instruction (Standing Instruction) Service**

Upon completion of specified procedures, the Customer may utilize the service in accordance with the following terms and conditions:

(I) Service:

The Customer authorizes the Bank to automatically transfer funds on the transfer date(s) described below from designated account (including, without limitation, Taiwan Dollar Demand Deposit Account and Foreign Currency Demand Deposit Account) to other account(s) of the Customer or of a third party with the Bank or for remittance to overseas bank account(s) specified by the Customer in advance.

1. The Customer may specify particular date(s) as fixed transfer date(s) and specify a pre-arranged fixed amount to be transferred from the designated account for transfer (to another account) or remittance.

2. If the aforementioned fixed transfer date is a holiday, the transfer shall be effected on the next Business Day, and such postponed date shall be the fixed transfer date from then on. The same rule applies to the future incidents when a fixed transfer date is a holiday.

(II) Sufficient Funds:

The Customer should maintain sufficient funds in the designated account on the transfer date for transfer or remittance. **In the event of insufficient funds on the transfer date, the Bank will not execute the transaction. In the event of failure of fund transfer for three consecutive times due to insufficient funds, the pre-arranged payment instruction shall be deemed canceled. Any consequences thereof shall be borne by the Customer.**

**X. Public Utility Bill Payment**

- (I) In appointing the Bank to advance public utility bills, the Customer shall first designate an account for payment, submit the original or copies of relevant public utility bills or receipts and fill out "Application for Appointment of the Bank to Advance Public Utility Bills".
- (II) The designated account shall be limited to a current NTD account
- (III) The advance payment service for public utility bills only applies to the types of public utility bills specified by the Bank. If the Bank terminates relevant contract with the public utility enterprise, the Bank will stop paying the bill for customer from the contract termination date.
- (IV) Only upon receiving the Customer's "Application for Appointment of the Bank to Advance Public Utility Bills" and obtaining the relevant public utility enterprise's consent, will the Bank provide this service. The Customer should pay the public utility bills before the relevant consent is obtained.
- (V) As a precondition of the service, the Customer should maintain sufficient funds in the designated account for automatic payment of monthly public utility bills. **Upon failure to pay any public utility bill due to insufficient funds in the Customer's designated account or the Customer's designated account is compulsorily executed by a court or any other causes, the Bank may return the bill information to various public utility enterprises and may terminate the appointment. Any losses and liabilities arising therefrom shall be borne by the Customer.**
- (VI) Before termination of the appointment for advance payment of public utility bills, the Customer shall not refuse to pay without justification. Otherwise, any losses or liabilities incurred therefrom shall be borne by the Customer.
- (VII) **The Customer has closed the designated account with the Bank or the Bank has terminated the account in accordance with the agreement prior to termination of the advance payment service for public utility bills, such appointment shall be deemed automatically terminated. Any losses or liabilities arising therefrom shall be borne by the Customer.**
- (VIII) If the Customer wishes to change the appointment for public utility bills payment, the Customer shall submit "Application for Appointment of the Bank to Advance Public Utility Bills". Before the Bank receives public utility enterprise's confirmation, the Customer should independently pay the public utility bills.
- (IX) The Bank and the Customer may terminate the appointment for advance payment of public utility bills at any time by written notice. If the Customer wishes to terminate the appointment, the Customer shall submit the "Application for Appointment of the Bank to Advance Public Utility Bill" and complete the related process. **The Bank should inform the public utility enterprise of the termination of appointment and the Bank shall pay the utility bills in accordance with relevant terms and conditions until the Bank receives confirmation from the public utility enterprise.**
- (X) If the relevant public utility enterprise changes the Customer's user code or number, the Bank may continue paying for the bills based on the new code or number upon receiving the public utility enterprise's notice of such change.
- (XI) **With respect to any questions regarding fee calculation or fee payment/reimbursement, the Customer shall inquire the relevant public utility enterprise by himself/herself/itself. If the Customer changes residence, transfers title or suspends the use of public utility, the Customer shall promptly apply with relevant public utility enterprise for required procedures and notify the Bank. Any losses or liabilities due to failure to process or delay in the above procedures shall be borne by the Customer.**

- (XII) In the event of negligence of the relevant public utility enterprise or that the Customer has re-appointed another bank for public utility bill payment, the Bank is not liable for the Customer's losses, therefrom, unless willful acts or gross negligence of the Bank in processing the matter is demonstrated.

#### **XI. HSBC Customer Encashment Service**

##### **(I) Premier/ Premier Plus Account**

**The Customer and his/her parents, spouse or children (collectively "Immediate Family Members") who are authorized by the Customer will be entitled to overseas emergency encashment service, provided that Immediate Family Members should have opened bank accounts in the Bank or other HSBC banks in foreign countries. Such encashment shall not exceed USD2,000 (or equivalent) per transaction. Other transactions and foreign exchange restrictions are subject to the Bank's internal policy and related regulatory requirements.** The Customer shall designate one of the accounts with the Bank to be debited when applying for this service and further authorizes the Bank to debit funds from any other accounts with the Bank in the event of insufficient funds in the designated account. In the event that a foreign exchange transaction is involved, the Customer agrees that the debited amount shall be calculated at the Bank's board rate of the denominated foreign currency for the encashment at the debit date. The nature of foreign exchange transaction for declaration purpose is defaulted as travel expense. The customer agrees to repay the encashment amount in accordance with the related agreement and the Bank's Procedures.

##### **(II).Advance Account**

**The Customer may enjoy the overseas emergency encashment service. Such encashment shall not exceed USD500 or equivalent per transaction. Other transactions and foreign exchange restrictions are subject to the Bank's internal policy and related regulatory requirements.** The Customer shall designate one of the accounts with the Bank to be debited when applying for this service and further authorizes the Bank to debit funds from any other accounts with the Bank in the event of insufficient funds in the designated account. In the event that foreign exchange transaction is involved, the Customer agrees that the debited amount shall be calculated at the Bank's board rate of the denominated foreign currency for the encashment at the debit date. The nature of foreign exchange transaction for declaration purpose is defaulted as travel expense.

##### **(III).Integrated Account**

**The Customer may enjoy the overseas emergency encashment service. Such encashment shall not exceed USD 500 or equivalent per transaction. Other transactions and foreign exchange restrictions are subject to the Bank's internal policy and related regulatory requirements.** The Customer shall designate one of the accounts with the Bank to be debited when applying for this service and further authorizes the Bank to debit funds from any other accounts with the Bank in the event of insufficient funds in the designated account. In the event that foreign exchange transaction is involved, the Customer agrees that the debited amount shall be calculated at the Bank's board rate of the denominated foreign currency for the encashment at the debit date. The nature of foreign exchange transaction for declaration purpose is defaulted as travel expense.

#### **XII. FX Order Watch (FXOW) Service**

##### **(I) General Terms and Conditions**

- 1.FXOW services are currently offered to the Bank's Premier or Advance Customers. It is not applied to the Bank's corporate and Offshore Banking Unit (OBU) Customers now and is subject to the changes to the Bank's rules from time to time.
- 2.FXOW services are limited to the Customer's multi-foreign currency account transactions without involving New Taiwan Dollar (NTD) exchanges (subject to the changes to the Bank's rules from time to time). The minimum transaction amount and tradable currencies will be subject to the Bank's prevailing rules announced in each branch business premises or on the Bank's website.

- 3.The Customer's transaction through FXOW services shall be complied with the regulatory requirements. When handling this business, the Bank shall set forth the relevant rules or operational procedures. Once such rules or relevant procedures have been notified by the Bank or announced in the branch business premises, the Customer agrees to fully comply with the same.
- 4.The Bank reserves the right to accept or reject the Customer's FXOW service application and relevant transactions. The Bank reserves the right to terminate the FXOW services for any Customer who breaches the rules or relevant procedures.
- 5.The FXOW services are also subject to the Bank's General Agreement for Accounts and Services. In case of any discrepancy between the terms and conditions of FXOW services set out here and the other provisions in General Agreement for Accounts and Services, the terms and conditions of this FXOW section shall prevail.

##### **(II) FX Order Watch Services Terms**

###### **1.Definitions**

- (1) FXOW Instruction: Means the Customers can set up the "Target Execution Rate" by calling to Contact Center or other methods agreed by the Bank to place the "FX Limit Order" or "FX Rate Alert".
  - (2) FX Limit Order: Before FXOW expired, the Bank will check if the Execution Rate is hit against the prevailing Market Rate. The Bank will execute the transaction cross the Customer's multi-foreign currency accounts if the Execution Rate is hit and in such case the rate used for foreign currency exchanges is the Target Execution Rate as instructed by the Customer.
  - (3) Market Rate: The rate is offered by the Bank's system to determine if the FXOW Instruction hit the Execution Rate or not.
  - (4) Target Execution Rate: The rate is set up by the Customer and the Target Execution Rate is different from the Market Rate the Bank offered at that time. Please note when the Target Execution Rate requested by the Customer is higher than or too close to the current Market Rate, the Bank may not be able to complete the set-up of the rate for the Customer.
  - (5) Execution Rate: The rate for determining if a FXOW Instruction will be triggered and executed by the Bank. It is equal to the Target Execution Rate plus the Bank bid-offer spread. The Customer could decide if he/she would like to place FXOW Instruction with the Bank after comparing the Market Rate/ pricing with the Market Rate/ pricing offered in public market websites or other banks.
  - (6) Trigger: The FXOW Instruction is triggered when the Market Rate hit the Execution Rate. Trigger Date is an international FX market trading date, which may not always be the Bank's business day.
  - (7) Execution: The Bank will complete the transaction based on the Customer's FXOW Instruction upon Trigger occurs.
  - (8) Execution Date: Execution Date is referred to the date on which foreign currency is exchanged. The Trigger Date and Execution Date may not be the same date. Upon FXOW Instruction is triggered, the Bank will complete the foreign currency exchange at the Customer's Target Execution Rate on Execution Date.
  - (9) FX Rate Alert: Before FXOW expired, the Bank will check if the Execution Rate is hit against the prevailing Market Rates. When the Market Rate hit the Execution Rate, the Bank will notify the Customer the result through the Customer's designated method for notification. FX Rate Alert is limited to one time only during a valid FXOW period.
- 2.FXOW valid period is referred to the period of time starting from the moment the Bank accepts the Customer's instruction till the time at 23:59:59 (included) on the expiration date of FXOW instruction. The FXOW valid period is decided by the Customer with a maximum period up to 1 month (subject to the changes of the Bank's FXOW rules from time to time).
- 3.Authorization to make the deduction and payment: The transaction money and associated fees shall be deducted from and deposited into the Customer's designated multi-foreign currency saving accounts with the Bank. When FXOW is executed, the Bank would deduct the amount to be exchanged and credit the converted currency to the Customer's respective designated foreign currency saving accounts. In the event of a failure of the computer system, the Customer's account closure or court compulsory execution or any other force majeure events, the Bank shall execute the transactions after the obstructions removed or within 3 business days following the Bank's re-open for business.

4. FXOW Business Hours: FXOW instructions or other FXOW related matters shall be submitted during the Bank's business hours by calling to Contact Center or other methods agreed by the Bank. The Bank's business hours are subject to the Bank's rules and announcements from time to time. In the event of regulatory changes, fierce currency market fluctuation, a failure of computer system, or other force majeure incidents which as a matter of practice prevent the Bank from offering the FXOW services, the Bank may reject to provide such services or your FXOW instructions that have been placed may not be processed.
5. Order Cancellation: Subject to the instruction is still valid and the Market Rate has not hit the Execution Rate, the Customer may apply for FXOW cancellation during the Bank's business hours by calling to Contact Center or other methods agreed by the Bank. The Customer understands that FXOW system may not be real-time processing and the FXOW may already be executed or not be able to cancel when the Customer places the order cancellation. Therefore, the Bank does not guarantee the cancellation of an order. Once the order cannot be cancelled, the Bank has the right to execute the original FXOW instruction as it is.
6. Once the Customer has placed "FX Limit Order", the Bank shall have the right to block the transaction amount from the Customer's designated account for a period of time until the Order confirmed to be executed, or the cancellation or expiration of the Order (whichever comes first). The amount blocked is calculated based on the Target Execution Rate and the buy amount, and cannot be used before order execution, cancellation, or expiration (whichever comes first). The Bank will pay the accrued interests to the Customer at the board rates prevailing during such block period.
7. When FXOW instruction placed by the Customer through calling to Contact Center or other methods agreed by the Bank, the instruction regarding order type, currency, amount, Target Execution Rate, Execution Rate, expiration date, transfer out/in accounts and FX Rate Alert is evidenced by the Customer confirmation during the call or other methods agreed by the Bank and such Customer confirmation will be recorded and maintained accordingly.
8. Once FX Limit Order is triggered and executed, the transaction details will be disclosed on the Customer's monthly statement. The Customer could opt for the alert notification for each FXOW instruction. The Bank will use the Customer's mobile phone number or email address in the Bank system to notify the Customer. Please be notified that only local mobile phone number can receive the SMS notification. If Customer chooses not to receive the alert, the Customer could still request his/her FXOW instruction records by visiting the Bank's branch business premises or calling to Contact Center.
9. **Risk Disclosure: FXOW service is limited to foreign currency exchange transactions not involving New Taiwan Dollar conversions. Foreign currency exchanges may result in either opportunity or risk due to exchange rate fluctuations. The Customers shall be aware of and bear all losses and risks arising from foreign exchange transactions (including but not limited to the risks of prices, exchange rates, political situations, or country risks). The maximum loss shall be the principal in full amount plus the interest. The Bank does not take any responsibility for indemnifying the Customers for their losses nor offer any guarantees of investment return.**
10. FX Limit Order is not to buy a FX option; therefore, the Customer will not receive any FX option premium.

### **XIII. Investment in Structured Investment ("SI") and Dual Currency Investment ("DCI") and Related Services**

#### **(I) General Terms and Conditions:**

When a customer makes an investment in any structured product, except as otherwise agreed in individual transactions, the following provisions shall apply to the Customer. Matters not provided herein below shall be governed by other prescriptions of General Agreement.

#### **1. Investment procedures:**

Investment in any structured products shall be made in accordance with the following procedures:

- (1) The Customer may, in accordance with our related provisions, make the investment in person, through the telephone banking service system or any other ways agreed upon by the Bank and the Customer. **However, the Bank reserves the right whether providing the service to the customer or not.**

- (2) A sufficient amount for the investment shall be deposited in the designated investment/base currency into the account opened in the Bank by the Customer. If the investment was made in a currency other than the designated investment/base currency, such amount, after deducting related foreign exchange charges, shall not be less than the designated investment amount in the investment/base currency. If the deposit currency is New Taiwan Dollar, the Customer shall be responsible for any and all procedures relating to foreign currency exchange and settlement.

- (3) The customer should open the related Foreign Currency Deposit Account before such investment.

#### **2. Risk Disclosure:**

The return payable to the Customer based on the structured products shall be made in the Investment Currency / Base Currency; provided, however, it is not guaranteed that the investment principal and the total return shall be returned to the Customer in the Base Currency for DCI. The Customer shall bear the foreign exchange risk. Structured product is a derivative product based on interest rates, foreign exchange rates, securities, indices, commodities, credit events and other transaction documents. The investment risks include the transfer risk of the principal, interest rate risk, liquidity risk, foreign exchange risk, taxation risk, early withdrawal risk, and risk of changes on commodity terms.

Under certain specific market conditions, the Customer may sustain substantial gains or losses. The Customer understands that upon the maturity of the investment, the Bank has the right to pay the total return of the structured product in either the Linked Currency or the Base Currency. Prior to each transaction, the Customer shall consider the suitability of the transaction in light of the individual financial conditions, experience and objectives. The risks mentioned above are only examples which do not fully describe all of the transaction risks and all of the factors to affect market prices. Thus the Customer shall not only examine his/her personal financial conditions and the ability of taking risks but also make individual assessment (independent from the Bank or its affiliates) of the economic, financial risks and returns relating to the transaction and the related legal, financial, tax and accounting issues and potential consequence.

3. Investment in Structured Investment and DCI is not within the scope of insurance coverage of Central Deposit Insurance Corporation; the Customer therefore shall undertake the credit risks of the Bank.

4. The income from the investment in structured products should be taxed in accordance with the relevant laws and regulations.

5. U.S. Person (hereafter as "USP") shall not invest in this product. An USP includes the persons/entities listed below:

- (1) U.S. Citizen (including those person born in the U.S.)
- (2) Person born in U.S. Territories of American, (including, but not limited to Samoa, Guam, Northern Mariana Islands, Puerto Rico or the U.S. Virgin Islands.)
- (3) Person was elected to be treated as a U.S. Tax Resident
- (4) A U.S. Green Card holder
- (5) Person having a U.S. address
- (6) A Resident Alien (who has been physically present in the U.S. exceeding certain days during a certain period according to U.S. regulations)
- (7) Person who should be deemed as USP in accordance with relevant US regulations.

#### **(II) Terms and Conditions Concerning the Structured Investment ("SI"):**

##### **1. Definition:**

- (1) "Investment Amount" means the amount of the principal specified in accordance with the Confirmation Letter and denominated in the Investment Currency.
- (2) "Business Day" means a day (other than Saturday or Sunday) on which commercial banks are open for business (including foreign exchange and foreign currency deposits) in the Republic of China and the principal banking center of the country of the Investment Currency.
- (3) "Letter of Intent" means a subscription letter signed and consented by the Customer for each investment that the Bank has made available to the Customer in accordance with the terms and conditions concerning SI.

- (4) "Confirmation Letter" means a separate confirmation issued by the Bank to the Customer in respect of each investment made subject to terms and conditions concerning SI.
- (5) "Investment Currency" means the currency deposited by the Customer, received by the Bank and specified in the Confirmation Letter.
- (6) "Value Date" means the Business Day specified in the Confirmation Letter as the date the Investment Amount to be deposited in the Bank in accordance with the terms and conditions concerning SI.
- (7) "Fixing Time" means the time in the Fixing Date specified in the Confirmation Letter that the Bank shall determine, in accordance with the terms and conditions concerning SI, whether to exercise the option on behalf of the Customer.
- (8) "Fixing Date" means the date specified in the Confirmation Letter that the Bank shall determine, in accordance with the terms and conditions concerning SI, whether to exercise the option on behalf of the Customer at or about the Fixing Time.
- (9) "Interest Period" means the period from the Value Date (included) to the Maturity Date (excluded) as specified in the Confirmation Letter.
- (10) "Interest Rate" means the interest rate specified in the Confirmation Letter.
- (11) "Interest Accruing Days" means the number of days that the interest is accrued in the relevant year, calculated in accordance with the number of days that the investment may accrue interest in a calendar year.
- (12) "Maturity Date" means the maturity date of the investment as agreed upon by the Bank and the Customer and set out in the Confirmation Letter, or, if such date is not a Business Day, the next Business Day.
- (13) "Maturity Value" means the sum payable on Maturity Date in the Investment Currency.
- (14) "Investment Return" means the sum representing the return of the investment calculated and payable in accordance with the terms and conditions concerning SI and the terms of the Confirmation Letter.

## 2. Investment:

- (1) The investment shall be made in the currency agreed by the Bank. The Bank may, with respect to the investment Currency and other relevant matters, insert and specify other conditions that the Bank deems necessary in the relevant Confirmation Letter.
- (2) The minimum Deposit Amount shall be at least 10,000 denominated in the Investment Currency except as otherwise provided in individual transactions. Any amount in excess of such shall be in increment of 1,000 in the Investment Currency.
- (3) The terms and conditions of each investment shall comply with the provisions of the Confirmation Letter of such investment. The Confirmation Letter of each investment, together with the terms and conditions concerning SI shall consist a single agreement between the Bank and the Customer. In case of any discrepancy between the Confirmation Letter and the terms and conditions concerning SI, the provisions of the Confirmation Letter shall prevail.
- (4) The repayment of the investment shall be deposited in an account of the Bank within the Republic of China in accordance with provision 3(1) provided here below.
- (5) The Bank reserves the right to accept investments.

## 3. Payment upon Maturity:

On the Maturity Date, the Bank shall deposit the Maturity Value of the following items in the account of the Bank within the Republic of China designated in writing by the Customer (in the event that no designation had been made, the Bank shall have the sole discretion in determining the account to be deposited in).

- (1) The principal of the investment.
- (2) The investment return shall be calculated on the Maturity Date in accordance with the linked option. The actual return and the specific product characteristic shall be governed by the specification set forth in the Letter of Intent and Confirmation Letter. The types of options that may be linked to the Structured Investment include:
  - i) Currency Option
  - ii) Interest Rate Option
  - iii) Equity Option
  - iv) Equity Index Option
  - v) Other underlying that may be linked in accordance with the regulations of competent authorities

- (3) In the event that the Maturity Date or a payment date specified in the terms and conditions concerning SI or in the Confirmation Letter is not a Business Day, the Bank shall, on the next Business Day following the Maturity Date or the payment date, make the payment of the Maturity Value and all interest accrued from the Maturity Date or the relevant payment date to the day prior to the date the payment is actually made, at the interest rate applicable in the Bank within the Republic of China for the relevant Maturity Date according to the terms and conditions concerning SI.
- (4) The interest shall be calculated and payable in the original Investment Currency and in accordance with the guaranteed interest rate specified in the Confirmation Letter. The method of interest calculation shall be based on the investment amount, the number of Interest Accruing Days, and the annual interest rate specified in the Confirmation Letter and the interest accruing year set forth in the Confirmation Letter with reference to the customary market practice of such Investment Currency market in the Republic of China. Given that the interest had been used to purchase the option, such amount will not be paid to the Customer.

## 4. Early Withdrawal:

**Unless the Bank has otherwise agreement with the Customer, the Customer shall not execute the early withdrawal prior to the Maturity Date.**

## (III) Terms & Conditions Concerning DCI

### 1. Definitions:

- (1) "Foreign Currency" means the foreign currencies available in multi-currency accounts with the Bank.
- (2) "Indicative Term Sheet and Confirmation Advice" means the confirmation issued by the Bank specifying Customer's instruction with respect to the Base Currency, Linked Currency, Principal Amount, Conversion Rate, Trade Date, Value Date, Fixing Date, Maturity Date, Time Deposit Interest Rate, DCI All-In Rate and other related items.
- (3) "Principal Amount" means the amount of foreign currency time deposit made by the Customer for making investment in the subject product, as well as the object for the sale of the foreign currency option. The Principal Amount should meet the minimum requirement prescribed by the Bank.
- (4) "Base Currency" means the foreign currency selected by the Customer for the investment in the subject product.
- (5) "Linked Currency" means the foreign currency instructed by the Customer other than the Base Currency. On the Maturity Date, in accordance with the terms and conditions concerning DCI and Indicative Term Sheet and Confirmation Advice, the Bank may pay the Principal Amount and DCI All-In Interest in such instructed currency to the Customer.
- (6) "Payment Currency" means the payment currency in which, on the Maturity Date, the Bank shall pay the Principal Amount and DCI All-In Interest to the Customer. Such currency shall be either the Base Currency or the Linked Currency.
- (7) "Conversion Rate" means the execution rate between the Base Currency and Linked Currency determined by the Customer. This rate shall be the conversion standard to determine the Payment Currency on the Fixing Date, and, as the case may be, the conversion rate for paying the Principal Amount and the DCI All-In Interest on the Maturity Date if the Payment Currency is the Linked Currency.
- (8) "Trade Date" means the investment date for the foreign currency option of the subject product, which shall be a Business Day of the Bank and a trading day of the international foreign exchange market for the related foreign currency.
- (9) "Value Date" means the start date of the time deposit, on which shall be in two Business Days following the Trade Date and a business day for the Base Currency. If it is an unscheduled holiday, the Value Date will be the following Business Day of the international foreign exchange market.
- (10) "Fixing Date/Fixing Time" means the Fixing date/time for determining whether to execute the foreign currency option, which shall be a trading day/time of the international foreign exchange market for the related foreign currency.
- (11) "Maturity Date" means the maturity date of the subject product and the time deposit of the Principal Amount/Investment Amount of the subject product. The subject product shall be expired on the Maturity Date.

- (12) "Exchange Rate on Fixing Date/Time" means the market exchange rate of the Base Currency against the Linked Currency at the specific time on the Fixing Date set forth in the Indicative Term Sheet and Confirmation Advice.
- (13) "Time Deposit Interest Rate" means the interest rate of the time deposit for the relevant tenor in Base Currency with the Bank on the Trade Date.
- (14) "Option Premium Rate" means the rate of return provided by the Bank based on the Conversion Rate instructed by the Customer.
- (15) "Option Premium Amount" means the agreed option premium to be paid to the Customer, which shall be calculated based on the Option Premium Rate multiplies by the Principal Amount and the Investment Period and divided by the number of days in the Base Period. Such premium is to sell a foreign currency option in the International Foreign Exchange Market on the Trade Date in order to exchange the payment made by the Customer in Payment Currency.
- (16) "DCI All-In Rate" means the sum of the Time Deposit Interest Rate and the Option Premium Rate.
- (17) "DCI All-In Interest" means the result that equals to the Principal Amount multiplied by the DCI All-In Rate and the number of days of Investment Period and then divided by the number of days in the Base Period.
- (18) "Base Period" means the international customary number of days for interest calculation in Base Currency. British pounds, Hong Kong dollars, Singapore dollars and any other currency which in accordance with the rules of the international foreign exchange shall have 365 days a year for interest calculation shall be calculated on the basis of 365 days per annum. All other foreign currencies shall be calculated on the basis of 360 days per annum.
- (19) "Investment Period" means the total number of days from the Value Date to the Maturity Date (exclusive). The Bank may have the right to set the minimum and maximum number of days and the Customer may decide the number of days within such limits.
- (20) "Business Day" means a day (other than Saturday or Sunday) on which commercial banks within the territory of the Republic of China and in the principal financial center of the country of the Base Currency are open for business (including foreign exchange and foreign currency deposits business).

## 2. Product Characteristics:

The subject product is a combination of a foreign currency time deposit and a foreign currency option. When the Customer invests in the subject product, the Customer invests in a foreign currency time deposit and sells a foreign currency option in the international foreign exchange market. On the Fixing Day/ Time, the Bank shall, in accordance with the Conversion Rate set forth by the Customer when investing in the subject product, determine if the Customer shall perform the obligation under the foreign currency option and decide whether the Payment Currency shall be the Base Currency or the Linked Currency. **On the Maturity Date, the Bank shall calculate Customer's Principal Amount and the DCI All-In Interest, and make the payment in the currency determined on the Fixing Date as the Payment Currency. On the Maturity Day, the Bank shall automatically deposit the Principal Amount and DCI All-In Interest in the Payment Currency into Customer's multi-currency demand deposit account.**

## 3. Investment Procedure:

The terms and conditions Concerning DCI is the General Agreement governing the DCI made by the Customer. The actual transactions concerning such investment shall be subject to the transaction documents of such transactions, such as the Indicative Term Sheet and Confirmation Advice. The foresaid transaction documents, such as Indicative Term Sheet and Confirmation Advice, also constitute a part of the terms and conditions concerning DCI between the Bank and Customers.

The investment procedures of the subject product are as follows:

- (1) Subsequent to the Bank's confirmation of the Customer's basic information, the Customer shall instruct the Base Currency, Investment Period and the Linked Currency and determine the applicable Conversion Rate.

- (2) According to the Base Currency, Principal Amount, Investment Period, Linked Currency, Conversion Rate, Fixing Date and Maturity Date instructed by the Customer, the Bank shall print out an Indicative Term Sheet and Confirmation Advice of DCI and hand it in to the Customer to sign or seal on (For orders made through phone banking service, the intent of investment shall be confirmed by tape-recording) for the Bank's record and process for the debit of Principal Amount from the Customer's account with the Bank. If the debit transaction cannot be processed due to insufficient fund in the Customer's account, Customer shall undertake the related legal liabilities and costs of unwinding such transaction, and the Bank has the right to debit the payment due from Customer's account(s).
- (3) After the subscription information is sent out by the transaction system, the transaction is deemed complete. After the transaction is complete, no cancellation or amendment of the orders made by the Customer is allowed and accepted.
- (4) After the completion of the transaction, the Bank will confirm the final details of the transaction with the Customer through the Indicative Term Sheet and Confirmation Advice. The product terms specified in the Indicative Term Sheet and Confirmation Advice are the final transaction terms of the subject product. The Customer shall properly keep the Indicative Term Sheet and Confirmation Advice.

## 4. Calculation of DCI All-In Interest:

The All-In Interest of the subject product shall be calculated based on the sum of the Time Deposit Interest Rate and Option Premium Rate. Unless otherwise provided by the regulations or the General Agreement, the calculable interest accruing days shall be in accordance with the actual days of the time deposit period of the investment. Regardless of the currency of the subject product, the All-In Interest of this product shall be the sum of the Bank's Interest Rate of Time Deposit and the Option Premium Rate calculated with simple interest in the Base Currency and in accordance with the Investment Period from the Trade Date. The All-In Interest shall be payable on the Business Day following the Maturity Date. If the Payment Currency in accordance with the agreement on the Maturity Date is the Linked Currency, the interest shall be first accrued from the Principal Amount in the Base Currency, and the Bank then convert the aggregate of the Principal Amount and DCI All-In Interest to the Linked Currency at the Conversion Rate to pay the Customer.

## 5. Exercise:

Comparing the Exchange Rate on Fixing Date/Time with the Conversion Rate designated by the Customer on the Trade Date, the Payment Currency on the Maturity Date shall be the Linked Currency if the equivalent amount in Linked Currency convertible from the Base Currency at the Conversion Rate is less than the one convertible from the Base Currency at the Exchange Rate on the Fixing Date/Time. On the contrary, if the equivalent amount in Linked Currency convertible from the Base Currency at the Conversion Rate is more than the one convertible from the Base Currency at the Exchange Rate on the Fixing Date/Time, the Payment Currency on the Maturity Date shall be the Base Currency.

## 6. Payment Method of the Principal Amount and DCI All-In Interest:

- (1) On the Maturity Date (or the following Business Day if it is not a Business Day), the Bank shall pay to the Customer in Payment Currency (either in Base Currency or Linked Currency) the Principal Amount and DCI All-In Interest. In the event of a failure of the computer system or an occurrence of other force majeure (riot, sedition, accidental explosion, flood, hurricane and other acts of God or similar incidences) on the Maturity Date resulting in the Bank's failure to make the payment on that day, the Bank shall pay on the next Business Day following the removal of such obstacle, including the time deposit interest rate for the duration of the obstacle additionally, except that the Option Premium shall be calculated only until the Fixing Date.
- (2) The Principal Amount and DCI All-In Interest shall be transferred by the Bank on the Maturity Date of the time deposit in the Payment Currency into the multi-currency demand deposit account of the Customer opened in the Bank. No interest shall accrue between the Maturity Date and the day the transfer is made.



#### 7. Early Withdrawal:

- (1) Except as otherwise agreed in individual transactions, the subject product allows the Customer to execute the early withdrawal during the provided time prior to the maturity Date. When demanding the Early Withdrawal, the amount the customer may receive shall be calculated in accordance with the "Formula of Calculating Total Amount Received under Early Withdrawal". The Customer shall realize the risk of market price fluctuation of the product and possible relevant charges when executing Early Withdrawal. The "Formula of Calculating Total Amount Received under Early Withdrawal" is: Principal Amount + Interest Payable Accruing from Early Withdrawal of Time Deposit + Gain or Loss on Option Premium - Early Withdrawal Fee  
Early Withdrawal Fee: Principal Amount x 0.5%
- (2) Notwithstanding the foregoing, in the event that the Bank receives an execution order (including the order to collect, pay or transfer) from the court or administrative execution agency against the Customer, the Bank shall have the right to execute Early Withdrawal to the subject product in accordance with the relevant execution order prior to the Maturity Date. The customer should realize the risk of market price fluctuation of the product and possible relevant charges when executing Early Withdrawal. The amount the Customer may receive shall be calculated in accordance with the "Formula of Calculating Total Amount Received under Early Withdrawal".
- (3) In case the Bank amends or supplements the terms and conditions and the relevant operation procedures of DCI, the Customer may raise objection within seven (7) days after receipt of (or deemed to be received) the Bank's written notice and inform the Bank to execute Early Withdrawal in accordance with the terms and conditions of DCI; provided that the interest payable accruing from Early Withdrawal of Time deposit that is agreed by the Bank to pay to the Customer will be fully paid other than be paid by a discounted amount calculated under the "Rules Governing the Pledge and Early Termination of Time Deposit" enacted by the Financial Supervisory Commission. The charges on termination may be waived; however, provided that the Customer shall bear the risk of market price fluctuation and possible relevant charges when executing Early Withdrawal. The amount the Customer may receive shall be calculated in accordance with the "Formula of Calculating Total Amount Received under Early Withdrawal".
- (4) DCI All-In Interest is calculated to the date one day before the Early Withdrawal Date, meaning that DCI All-In Interest is not calculated during the period from the Early Withdrawal Date to the day that the withdrawal payment is made and no demand deposit interest income accrues.
- (5) The amount the Customer may receive under Early Withdrawal will be transferred to the designated account number according to the Customer's instruction by the end of business hours on the second Business Day following the Early Withdrawal Date.

#### 8. Product Renewal:

The subject product shall not be renewed upon maturity. However, the Customer may subscribe a new DCI in accordance with the method agreed by the Bank.

#### 9. Pledge:

The time deposit portion of the subject product may not, in any form, be transferred, provided as collateral, pledged to others or the Bank.

#### 10. Others:

- (1) The Bank may, at any time, amend or supplement the terms and conditions and relevant operation procedures of the DCI Product. If the contents of the amendment or supplement shall affect the investment return of the subject product or its fees and charges, the Bank shall notify the Customer in writing. Customers who fail to object within seven (7) days after delivery of the Bank's written notice shall be deemed to have accepted the amendment or supplement. If the Customer chooses to object, such objection shall be made to the Bank within the seven-day period to execute Early Withdrawal in accordance with the terms and conditions of DCI.

- (2) With respect to other matters not provided herein, they shall be governed by the applicable financial laws and regulations and the rules and procedures of the Bank. In the event that the terms and conditions concerning DCI shall contravene any newly enacted laws or regulations or the rules and procedures of the Bank, the new laws, regulations, rules or procedures shall prevail.

#### XIV. Service of Investing Non-Discretionary Trust Funds in Domestic/Foreign Securities (as Permitted by the Competent Authority only)

For the purposes of investment and asset management, the Customer, as the settlor and trust beneficiary, hereby designates the Bank as its trustee to invest the trust funds of the Customer in domestic/foreign securities ("Investment Target") via a non-discretionary trust ("Trust") in accordance with the Customer's instructions ("Service"). The Customer acknowledges and agrees that the Trust shall be held in the name of the Bank under the trust relationship. The Customer further agrees to abide by the following terms and conditions. When engaging the Service of the Bank, the Customer shall apply the provisions of each individual transaction and the transaction documents on a priority basis, and apply the following terms to issues not addressed by individual transactions and transaction documents, and the other provisions of this agreement to issues not addressed by these terms:

##### (I) General Terms:

###### 1. Trust Period:

**The period of the trust is variable. However, the Bank or the Customer may at any time terminate the trust relationship pursuant to Article 20 of these terms below.**

###### 2. Investment Scope and Currency:

Under the scope permitted by the relevant laws and regulations, the Bank will act in accordance with the Customer's instructions to invest trust funds in the Investment Target specified by the Customer. The Investment Target in which the Customer may invest through the Trust shall be limited to those accepted by the Bank. The currency at which the trust funds are invested may be New Taiwan Dollars and/or a foreign currency.

###### 3. Beneficiary:

**The beneficiary being entitled to all the trust benefits under these terms shall be the Customer only and may not be changed.**

###### 4. Nature of Investment:

**The name and contents of a particular product under these terms are set forth in each relevant product prospectus, Letter of Intent, and Confirmation Letter in detail. The Customer (beneficiary) hereby agrees that the Bank may perform the following acts:**

- (1) Purchase securities brokered by the banking department of the Bank with the trust property
- (2) Purchase securities underwritten by a related party of the trustee as referenced by Article 7 of the Trust Enterprise Act with the trust property.
- (3) Make transactions, other than those restricted by Paragraph 1, Article 25 of the Trust Enterprise Act, with the trustee or a related party of the trustee, with the trust property.
- (4) Other acts as prescribed by the competent authority.

###### 5. Rules of Issuers of the Investment Target:

- (1) The investment herein shall comply with the issuance regulations (such as terms and conditions of issue, type of product issued etc.), operating rules, and other rules set forth by, and laws and regulations governing, issuers/trading markets of the Investment Target.
- (2) **All taxes payable by any investor in accordance with the custom of the relevant financial market of handling the Investment Target or relevant laws and regulations applicable to the Investment Target shall be borne by the Customer.**
- (3) Any proceeds received by the trustee from each issuer or custodian of the Investment Target shall be for the account of the trust. In the event that the issuance regulations, operating rules, or custody rules of an issuer or custodian, or related laws or regulations, mandate the investor to redeem/sell the securities under specific circumstances, the Customer unconditionally agrees to do so and to **bear all losses arising from the mandatory redemption or sale.**

6. Trustee Rules:

- (1) When handling this business, the Bank may set forth rules governing the minimum amount and related operating rules with respect to every subscription, redemption, purchase, sale, cancelation etc. Once such rules are notified by the trustee or publicly announced at the business premises of each branch, the Customer agrees to fully comply with the same without objection.
- (2) **No right of the Customer derived from this trust relationship may be transferred or pledged without the written consent of the trustee.**
- (3) The Bank shall handle the entrusted matters only in accordance with the Customer's instruction. Unless the Customer has given clear and unequivocal instructions in accordance with the relevant rules, the trustee shall have neither the right nor the obligation to make any decision or perform any act according to its own judgment with respect to the investment of the Customer.
- (4) With respect to Investment Target subscribed for by the Customer through the non-discretionary trust service, if, subsequent to the subscription, the issuance rating of the Investment Target, and/or the credit rating or rating institution of the issuer or the guarantor of the Investment Target is not in compliance with the requirements of the competent authority, or the issuer of the Investment Target is unable to satisfy its obligations in accordance with the terms and conditions of issuance of the Investment Target, the trustee may inform the Customer in a manner the Bank deems suitable (including but not limited to disclosing the information on the Bank's website or in writing). The Customer understands and agrees that the provision by the Bank to the Customer of the above-mentioned information or other information relevant to changes in transaction contents may not be deemed to obligate the trustee to supervise or to inform the Customer of any changes in the contents of transactions in the Investment Target. The trustee has no right either to make a decision or give a transaction instruction on behalf of the Customer. The Customer shall still independently and carefully consider if further transaction instructions shall be given to the trustee in this regard.
- (5) **The trust funds that the Bank accepts from the Customer to be invested in the Investment Target through the Service shall be the trust property. The trustee shall maintain accounts of and manage such funds separately from the trustee's own property. The trustee shall duly perform faithfully the duty of care of a good administrator and fiduciary duty in accordance with these terms.**
- (6) Unless otherwise specially provided by laws and regulations or this agreement, the trustee shall have the duty of confidentiality with respect to the trust and transaction information hereunder and secrets of the Customer known on account of these terms, without disclosing the same to a third party without reasonable causes.
- (7) The trustee may entrust a third party to handle trust affairs on its behalf, and the Bank shall be responsible only for appointing and for supervising the execution of duties of the third party. The related expenses incurred shall be borne by the trust property.

7. Subscription Instructions:

- (1) When the Customer wishes to instruct the Bank through the Trust service offered by the Bank to subscribe for the Investment Target, the Customer shall fill out and sign the Letter of Intent and relevant transaction documents required by the Bank, or proceed in other manner agreed upon by the Bank (including but not limited to by telephone or through the internet), and subscribe pursuant to its relevant rules. If the Customer has not opened a non-discretionary trust account with the Bank prior to giving a subscription instruction, the Customer agrees and confirms the aforementioned instruction includes authorizing the Bank to open the non-discretionary trust account and execute relevant transactions on behalf of the Customer.
- (2) If the investment in foreign securities is made through the Trust in New Taiwan Dollars ("TWD"), the Customer shall deliver such funds in TWD to the Bank and the Bank shall convert such funds to the foreign currency in which the foreign securities specified by the Customer are denominated. If the investment in foreign securities is made through the Trust in foreign currency, the Customer shall provide the Bank with funds in the foreign currency in which the specified foreign securities are denominated. The NTD settlement and reporting shall be processed by the Customer.

- (3) When the Customer instructs [the Bank] to subscribe for the Investment Target, the Customer shall pay a subscription service charge as prescribed by the Bank. The amount, currency and rate of such service charge are governed by the Bank's rules.
  - (4) When the Bank subscribes for the Investment Target in accordance with the Customer's instructions, the Bank may coordinate subscription instructions of the Customer with those of the Bank's other customers regarding the same Investment Target and issue a subscription instruction consolidating the total amount of the Investment Target. The Customer's returns (and dividends) on the Investment Target shall be proportionally distributed in the manner prescribed by the Bank in accordance with the investment shares of the Customer and other customers of the Bank in the same Investment Target.
  - (5) The Customer hereby expressly acknowledges and agrees that **any fund management company, securities issuer or broker, offshore stock exchange and OTC (hereinafter referred to as "Relevant Organization") is not obliged to accept all or part of the Bank's subscription instructions even if the Bank's subscription instructions have been received by the Relevant Organizations. The Bank is also not responsible for ensuring the Relevant Organizations accept such investment. The Bank also does not bear any losses (including any losses arising from the Customer's loss of investment opportunities to invest due to the refusal or delay of any Relevant Organizations in accepting subscription instructions).**
  - (6) The Bank shall notify the Customer either in writing, via e-mail or by other agreed means of the number of Investment Target's beneficial units, investment units or securities actually subscribed for with the Customer's trust funds, and the subscription price or unit price of each beneficiary unit, investment unit or securities.
8. Trust Fund Account and Custody; Calculation and Distribution of Proceeds and Expenses:
- (1) The written notices issued by the Bank to the Customer in accordance with Article 7 (6) above merely serve to attest to the Bank's receipt of the trust funds and identification of the Investment Target, rather than a certificate representing the Customer's actual amount of trust funds, actual content of investment, value of the Investment Target or other rights. The actual amount of trust funds and the actual content of the Investment Target invested between the Customer and the Bank shall be governed by the account records made by the Bank of each transaction. If any mistake in the contents of transaction in the Bank's account records is informed by a Relevant Organization and confirmed or caused by any other reasons, the Customer agrees that the Bank may directly make a correction before notifying the Customer of such correction.
  - (2) The Customer understands that the value of the Investment Target invested through the Trust will vary according to changes to the net asset value of each beneficial unit, the market price of the investment unit or securities, and dividends derived from the Investment Target and other payable charges in regard to the fund or securities, as publicly announced or notified by each Relevant Organization (the amounts as set in the rules of each Relevant Organization). The Customer understands and agrees that the Bank may receive payments from the issuer or the counterparty as the trust compensation collected by the Bank, when conducting transactions related to the Trust.
  - (3) **The Bank is fully authorized by the trust agreement to handle the subscription, sale, settlement, custody, Investment Return and dividends collection, and the performance of various rights and obligations, by the Customer with respect to the Investment Target (including but not limited to the performance of rights and obligations by fund beneficiaries, shareholders or bond holders) etc.**
  - (4) **Any fees or taxes payable by the investor as arising from the customary practice of the financial market of handling the Investment Target or pursuant to the laws and regulations applicable to the Investment Target shall be borne by the Customer.**

(5) Any return received from a Relevant Organization by the Bank shall be the income of the Customer's trust fund account. The Customer understands and agrees that the calculation and allocation of the returns in respect of the Investment Target are based on the calculation formula set forth in the product prospectus furnished by the trustee or payment terms of the issuer of the Investment Target. In the case where the currency of the returns, that of the Investment Target, that the trustee agrees to collect and pay in, or that mandated by laws and regulations for receipts and payments is different from the currency of the Investment Target, the Customer agrees to fully authorize the trustee to execute foreign exchange transactions among the different currencies. In addition, the Customer agrees the trustee may execute the transactions with its banking department. The actual exchange rates during the operation hours of the trustee shall apply to currency exchanges, unless otherwise agreed. The Customer shall bear the exchange rate risk incurred from exchanges of the trust funds. Unless otherwise required by the issuer of the Investment Target or informed by the Bank, the trustee shall, after receiving a remittance from the issuer of the Investment Target and deducting the applicable taxes and relevant handling fees therefrom, automatically re-invest the cash proceeds being distributed in the same Investment Target or deposit the same in the demand deposit account of the Customer opened in the Bank, according to internal operating procedures. The Customer hereby agrees that the Bank may take direct action in accordance with this subparagraph without additional authorization from the Customer.

9. Proceeds from the Redemption or Sale of the Investment Target:

With respect to the Customer's request to redeem or sell the Investment Target, the Bank shall act in accordance with the redemption or sale rules of each Relevant Organization. After receiving notice from the Relevant Organization that payment has been made, the Bank shall remit the balance after deducting relevant taxes and fees to the foreign currency demand deposit account (in the event of a foreign currency Trust) or TWD demand deposit account (in the event of a TWD Trust) designated by the Customer, according to internal operating procedures. However, if the redemption proceeds are in foreign currency but the Customer originally made the subscription for the Investment Target through a TWD Trust, the Bank shall first convert into TWD the proceeds in foreign currency due the Customer, then act accordingly as indicated above. The Customer shall immediately cooperate with the Bank, including but not limited to by signing relevant forms/documents for foreign exchange settlement, if such cooperation is required for the Bank to engage in the above foreign exchange transactions for the Customer. Until the Customer cooperates, the Bank may defer foreign exchange settlement and payment. The trustee has no obligation to deliver payment to the Customer under the circumstance that the payment has not been actually received by the trustee.

10. Charges for Trust Services:

The Customer agrees to pay the Bank the following: a subscription or buy service charge and relevant transaction fees and statutory fees according to the customary practice of the relevant financial market of dealing with various Investment Target products or the laws and regulations or market trading rules applicable to the Investment Target, for subscribing for or buying the Investment Target; a redemption fee and a trust administration fee based on the redemption or sales price, for redeeming or selling the Investment Target; and a switching fee, for switching the investment fund. The Customer also agrees to pay the relevant fees of the custodian and all the collection fees charged by the trustee. The amounts, currencies or rates of the aforementioned fees are governed by the rate table as agreed between the Bank and the Customer. The Customer agrees that the Bank may directly deduct the aforementioned service charges, custody fee, and other necessary fees (if applicable) from the proceeds of redemption/sale or the account.

11. Minimum Investment, Redemption, Sales or Switching Amount:

The Bank may set a minimum amount for each investment and its redemption, sales and switching etc. and prescribe relevant operating rules in handling the business contemplated by this Agreement. The minimum requirement or relevant operating rules shall become binding immediately on the Customer once notified to the Customer or publicly announced at the business premises of the Bank by the Bank.

12. Mandatory Redemption / Mandatory Sale:

- (1) In compliance with the laws and regulations of the Customer's country of registration, country of incorporation, nationality, country of domicile or country of residence, the Customer may not be able to invest or hold a certain Investment Target or must perform certain obligations in order to invest, or, in compliance with the laws and regulations promulgated by the competent authority of the trustee, the trustee may not perform the Service with respect to a specific Investment Target. In such event, or if the Customer refuses to perform a specific obligation, the trustee shall have the right to refuse to execute any trade instructions of the Customer with respect to investment in such Investment Target and may further inform the Customer of the termination of the contract with respect to the investment in such Investment Target with the Trust funds and/or automatically redeem/sell such Investment Target as held by the Customer. The Customer unconditionally agrees to comply with the above, and the trustee is not held liable for any losses suffered by the Customer therefrom.
- (2) If the Customer's instruction to the trustee to invest in an offshore product with trust funds is suspected to involve a money laundering transaction, the trustee may refuse to execute the Customer's instructions to trade the Investment Target and may also inform the Customer of the termination of the contract with respect to the investment in the Investment Target with the Trust funds, and automatically redeem/sell all or part of the Investment Target held by the Customer.

13. Rules of Relevant Organizations:

- (1) The Customer understands that the Bank can invest in, redeem, sell or switch the Investment Target according to the Customer's instructions only within the transaction hours prescribed by the respective Relevant Organizations.
- (2) The Customer agrees to abide without any objections by the Relevant Organizations' investment operating rules and calculation formula of the net asset value of each beneficial unit, market price of the investment unit or securities and relevant charges of the Investment Target. In the event that a Relevant Organization's operating rules permit under specific circumstances mandatory redemption or sale of the Investment Target that the Customer has invested in, the Customer agrees to cooperate unconditionally. Losses arising from such mandatory redemption or sale shall be solely borne by the Customer.
- (3) If the Bank receives notice of capital increase, capital decrease, dissolution, liquidation, alteration (including name, pricing currency, calculation formula, or investment amount etc.), merger, suspension of trade or of settlement, operating difficulties, or other unavoidable matters in connection with the Investment Target or a Relevant Organization, or if the Bank is restricted by laws or regulations or the rules set forth by the issuer of the Investment Target from performing the entrusted matters in accordance with the Customer's instructions, the Customer agrees to cooperate in the relevant matters or terminate such investment, and shall bear any profits and losses, taxes, expenses or liabilities arising therefrom.

14. Risk Disclosure:

Prior to any instruction to utilize the Investment Target by the Customer, the Customer has fully reviewed all investment documents regarding the Investment Target and understood its related risks as below:

- (1) All risks associated with the investment shall be borne by the Customer solely. The risks of such investment include losses of principals and interests (i.e., the issuer or guarantor of the Investment Target may be unable to or may not promptly repay the principal or pay interest), price fluctuations, foreign exchange risk, credit risk and political risk. In addition, if the Investment Target is denominated in foreign currency, the Customer must pay attention to the substantial impact of the risk of exchange rate fluctuations. In the worst-case scenario, the largest potential loss is the full investment principal amount. Past performances of the Investment Target do not represent its future performances. Its price may rise or decline. Any guaranty on the principal and/or interest of the Investment Target is provided by the issuer of the Investment Target only and constitutes a risk to the issuer only. Funds that the Customer delivers to the

Bank for subscribing for the Investment Target are funds of the Trust, not deposits, therefore bear no interest, do not constitute debts of the Bank or members of HSBC Group, and are not claimable from Central Deposit Insurance Corporation. The Bank and members of HSBC Group hereby disclaim any guaranty of payment (other than as permitted by laws and regulations and otherwise expressly provided in these terms) or investment gains or losses in connection with the Investment Target. All associated fees, costs, expenses and taxes shall be borne by the Customer.

- (2) If tenor restrictions apply to the Investment Target of the Customer, but the Customer intends to redeem the Investment Target prior to the maturity date, there is a possibility that, due to market price fluctuations, the investment principal may be lost, and no principal protection and/or minimum guaranteed return on maturity and/or interest guaranty may be obtained from the issuer of the Investment Target. With respect to the conditions of principal protection and/or minimum guaranteed return upon maturity and interest guaranty, the Customer shall read and refer to the product prospectus to understand the details, and make an independent judgment in selecting this investment. The Bank recommends that the Customer obtain independent professional advice prior to executing this product agreement.

#### 15. Disclaimer:

- (1) With regard to its trading of the Investment Target with trust funds in accordance with the Customer's instructions, the Bank shall not be liable for any losses arising from settlement, fluctuations of exchange rates or interest rates, or other market environment factors and risks, or losses due to any action or inaction of the issuer or its related institutions, such as domestic and foreign custodians, investment consultants, securities firms, certification agencies, accountants, lawyers etc.
- (2) The Bank shall not be held liable for any costs, expenses, indebtedness, obligations, penalties, demands, legal proceedings, litigation, losses, or losses of any nature sustained or incurred by the Customer from any action or inaction concerning the purchase, holding, sale, switching or redemption of funds, investment units or securities based upon information on the Investment Target or on other portfolio related to the Investment Target.
- (3) The Customer agrees and understands, in the event that the Investment Target is foreign securities (including structured notes), various procedures and notifications (including confirmations of transactions, dividends and interest distribution, redemption and maturity payment etc.) may be delayed since the transactions will involve international transaction and liquidation agencies and custodian banks, and the trustee shall not be liable for any damage caused the Customer by such delay.
- (4) The trustee assumes no liability for any loss, expiration or freeze of the trust property caused by an act of God; change of circumstances; war; riot; or attachment, expropriation, confiscation, damage or other acts by a foreign government, jurisdictional agency or political organization; or change, interpretation, or application of the laws and regulations of the relevant jurisdiction; or other event of force majeure nor attributable to the trustee.

#### 16. Taxes:

- (1) The Bank shall follow in accordance with the relevant tax laws, shall there is a need to withhold or issue a withholding certificate. The Customer understands that the withholding made by the bank does not imply that the Customer has fulfilled his/her/its tax obligation. The Customer is still obligated to file tax reporting and make tax payment according to the law.

- (2) In order to comply with the US tax regulations, the Customer must sign back the Certificate of Foreign Status of Beneficial Owner for US Tax Withholding and Reporting (W-8BEN, W-8BEN-E), which should be updated regularly with validity varying with US tax regulations or the Bank's notifications. The Customer shall notify the Bank immediately of any change in circumstances (CIC) that might impact the customer's status and sign back the updated US tax status document (W-8BEN, W-8BEN-E or W-9). If the document provided by the Customer becomes invalid or gets expired, the Customer is obligated to sign back the updated document to the Bank immediately upon notification. Before the validity of the provided document is confirmed or if the document is deemed invalid after the Bank's internal validation process, the Customer agrees that the primary withholding agent would impose the withhold tax at the highest tax rate according to the regulation.

- (3) Any damages and/or disadvantages resulting from erroneous or untrue contents in the relevant document provided by the contractor shall be borne by the Customers solely. If the Bank suffers any losses due to foregoing reason, the Customer shall indemnify the bank.

#### 17. Invalidity, illegality or unenforceability:

If any provision or provisions of this Agreement or any Confirmation Letter shall be deemed invalid, illegal or unenforceable, the other provisions of this Agreement and the Confirmation Letter shall not be affected.

#### 18. Status Restrictions and Customer Representations and Warranties:

- (1) The Customer investing through the Trust may not be a U.S. person as defined below ("USP")
  - (i) U.S. citizen (including those born in the U.S.)
  - (ii) Person born in a U.S. territory (including, but not limited to, American Samoa, Guam, Northern Mariana Islands, Puerto Rico or the U.S. Virgin Islands)
  - (iii) U.S. tax resident
  - (iv) U.S. Green Card holder
  - (v) Person having a U.S. address
  - (vi) Resident Alien (who has resided in the U.S. for a certain period according to U.S. laws and regulations)
  - (vii) Other person who shall be deemed as a USP in accordance with relevant US regulations.
- (2) The Customer declares and certifies that he/she does not have the above-mentioned status as a USP at the time of the transaction. If the Bank has reason-to-know and believe that the Customer may or may have changed the status to the above-mentioned USP, the Bank shall ask the Customer to clarify, and the Customer shall inform the facts truthfully. The Trust Service may otherwise be terminated if the Customer fails to inform or inform untruthfully.
- (3) Upon becoming a USP, the Customer undertakes to notify the Bank immediately as well as present and provide the required documents to the Bank in accordance with the relevant US tax laws. If the Customer fails to fulfill the above obligations, it agrees to comply the following:
  - (i) Compensate the Bank for any expenses, losses, fines or other similar payments that may be incurred/paid by the Bank for complying with the relevant U.S. taxation laws;
  - (ii) The Bank may suspend or terminate the Service and directly redeem/sell the entire Investment Target held by the Customer.
- (4) Unless otherwise notified or announced by the Bank, the Customer understands and agrees that the Bank would not assist to claim any tax treaty benefits in terms of preferential withholding tax rates (whether the Customer claims to apply or not upon signing the relevant tax forms) and will comply with the tax filing and settlement requirements at the highest withholding rate applicable to non-USPs.

#### 19. Special Consent:

- (1) The Customer hereby specially consents that the trust funds it delivers to the Bank before the Bank invests in the Investment Target designated by the Customer, the proceeds obtained from the redemption or sale of the Investment Target in accordance with Customer's instructions, and all trust assets existing in the monetary form for any reason, may be deposited in the banking department of the Bank or its related party as savings, or be traded with the Bank or its related party in transactions other than those restricted by Paragraph 1, Article 25 of the Trust Enterprise Act. The scope of the "related party" in this subparagraph is governed by Article 7 of the Trust Enterprise Act.
- (2) The Customer hereby specially consents that personnel of the Bank handling trust business may, to the extent necessary for handling trust business and for the purposes of administration, management and marketing, disclose information on dealings and transactions of the Customer to personnel of other departments of the Bank.
- (3) The Customer hereby confirms and agrees that structured notes may be traded through HSBC Group. HSBC Group may sell or underwrite one or more types of structured notes and may obtain gains or suffer losses from the trading of such notes. The Customer hereby confirms that the trustee may receive fees or other remuneration from HSBC Group. The Customer understands and agrees that the trustee may retain as its profits all fees and remunerations that may be obtained from the trading of structured notes or other structured notes related transactions.

#### 20. Termination of Trust:

The Customer shall give the Bank at least a 14-day prior written notice, if the Customer wishes to terminate the Trust relationship with the Bank. The Bank shall give the Customer at least a 30-day prior written notice, if the Bank wishes to terminate the Trust with the Customer. Once the Trust is terminated, the Bank will immediately redeem or sell all of the Investment Target invested in by the Customer with the trust funds and return the redemption or sale proceeds to the Customer or directly deposit the same to the Customer's designated account after deducting all relevant charges and taxes.

#### (II) Special Provisions Governing Investments in Domestic/Foreign Mutual Funds:

##### 1. Monthly Investment Plan ("MIP") through trust:

- (1) When the Customer applies for investment in the Investment Target through the MIP, it shall fill out and sign an MIP form and relevant transaction documents required by the Bank, or make the application in other manner agreed upon by the Bank (including but not limited to by telephone or through the internet etc.), and proceed with the MIP in accordance with relevant rules of the Bank.
- (2) During the life of the trust, the Customer agrees to authorize the Bank to automatically debit the fixed investment amount specified by the Customer and the subscription service charge from the Bank deposit account designated by the Customer (TWD demand deposit account or foreign currency deposit account), on the dates designated by the Customer in writing or the following Business Day if a designated date is not a business day, for the investment in the Investment Target designated by the Customer.
- (3) In the event that the Customer proceeds with the MIP in foreign currency via the Trust by debiting in TWD, the Customer agrees that the Bank shall be entitled to directly handle relevant foreign exchange settlement and report procedures in an accurate manner on behalf of the Customer in accordance with applicable foreign exchange laws and regulations, as long as each debit amount and the accumulated debited amount for one person in one day does not exceed the ceiling prescribed. The Customer agrees to recognize the contents of foreign exchange settlement and reporting handled by the Bank on behalf of the Customer pursuant to the authorization under this provision. The Bank has no obligation to initiate any inquiry about the use of foreign exchange quotas by the Customer. However, if the Bank learns that the Customer has exceeded the mandatory ceiling for foreign exchange settlement, the Bank shall be entitled to not execute its debit instructions.

- (4) The Bank shall debit payment through the computer system on the designated debit dates. The Customer shall maintain sufficient designated sums for debit one business day before debit, otherwise, the Customer agrees no trust investment is deemed made in such month due to the account amount. If, on the debit date, there are several debits to make and the savings balance is insufficient, the order of debit is governed by the Bank's relevant operating procedures. The Customer may not specify the order or raise any objections.
- (5) When the Customer designates a demand deposit account for debit purposes, if debit has failed for up to three consecutive periods for the MIP in any Investment Target, the Customer is deemed to terminate the indication of intent to debit funds for the MIP in said Investment Target. The Bank will terminate its debit service immediately, provided, however, the successful debit service for the MIP in other Investment Targets will not be affected. Investment Targets for which subscription is completed upon debit will remain in the Customer's trust account. However, the Customer may apply for redeeming or selling such Investment Targets in accordance with Article 9 of the General Terms and Article 2 of this Agreement.

##### 2. Redemption, Sale and Switch:

The Customer may, at any time, give instructions to the Bank to redeem the Investment Target that the Customer has selected, or to switch the same with another Investment Target of the same fund company, which target is specified by the Bank as acceptable. However, if the Relevant Organizations or the Bank has restrictions on the time, number, procedure or other matters with regard to the redemption, sale or switch, the Customer agrees to abide by such restrictions.

#### (III) Special Provisions Concerning Investments in Structured Notes ("SNs"):

##### 1. Debit Authorization:

- (1) The Customer who subscribes for an SN hereby authorizes the trustee to directly earmark and debit payments from the Customer's foreign currency demand deposit account opened in each branch office, during the Issuance Period. If the funds in the account are insufficient, the trustee will not proceed with the transaction.
- (2) In the event of a failure of the computer system or other force majeure event (riot, sedition, accidental explosion, flood, rainstorm, act of God and other similar incident), preventing the trustee from debiting on the date designated by the Customer, the trustee shall not be responsible for any delay or non-performance of obligations.

##### 2. Subscription:

- (1) The Customer may, during the Issuance Period of an SN and subject to the trading requirements set forth by the trustee, instruct the trustee to trade SNs in accordance with these terms. Once the Customer confirms the intent to subscribe, the trustee shall have the right to request the Customer to deposit the investment amount together with all subscription service fees into its foreign currency demand deposit account and earmark the assets concerned and debit payments in accordance with subparagraph 2 above of these terms. The trustee retains all rights to accept or reject the Customer's application for subscription for any SN.
- (2) The trustee does not guarantee that any of the SNs designated by the Customer for subscription will achieve its minimum issuance amount during the Issuance Period. In the event that the SN that the Customer instructs the trustee to subscribe for cannot be successfully issued by the issuer for any reason during the Issuance Period, the Customer agrees that such instruction shall become null and void automatically. The trustee shall immediately inform the Customer by telephone and assumes no responsibility other than for canceling the earmarked investment principal, subscription service fees and interest accrued at the posted interest rate for demand deposits with the trustee in the currency of the subject product.

##### 3. Cancellation / Early Break / Early Call by the issuer:

###### (1) Cancellation during the Issuance Period

The Customer may, during the Issuance Period, request to cancel the intent to subscribe, provided it shall fill out an SN Cancellation Application and make the application in person at the Bank.



Other than canceling the earmarked investment principal and subscription service fees, the trustee shall still accrue interest in the foreign currency deposit account opened by the Customer with the Bank, from the subscription date to the day before the date of cancellation of earmarking by the Customer, at the trustee's posted interest rate for demand deposits in the same currency as the SN.

**(2) The intent to subscribe may not be cancelled from the end of the Issuance Period to the Issuance Date of the SN.**

**(3) Early Break by the Customer Subsequent to the Issuance of the SN**

Unless the issuer expressly stated its acceptance of Early Breaks in the Product Prospectus, the Customer may not request prior to the Maturity Date an Early Break for the SN held by itself. If it wishes to so request, it may do so only on the Early Break date set forth in the Product Prospectus. On a day other than the specified Early Break dates, the Bank shall have the right to refuse the Customer's request for an Early Break. **All terms and conditions and restrictions concerning Early Breaks by investors shall be governed by the Product Prospectus of the relevant SN.** The Early Break price shall be the mark-to-market price of the Early Break date. The issuer does not guarantee the minimum guaranteed rate of return upon maturity and/or the full payment of the guaranteed interest and/or investment principal.

**(4) Early Call by the issuer**

**In the event that, in accordance with the Product Prospectus, the issuer has the right of early call, the Customer shall unconditionally accept the issuer's exercise of this right.**

**(IV) Special Provisions Concerning Investments in Foreign Stocks and Securities:**

**1. General Terms and Definitions**

- (1) The foreign stocks and securities referred to in this investment ("Products") mean products which comply with the rules of competent authorities and are approved by the trustee for investment in designated foreign exchanges, including, but not limited to, foreign stocks (e.g. U.S. stocks, Hong Kong stocks), depositary receipts (DRs), preferred shares, real estate investment trusts (REITs), and exchange-traded funds (ETFs) etc.
- (2) The investment herein shall comply with the operating rules or other provisions on investment promulgated at any time by the companies and stock exchanges, and the regulatory institutions of the countries, where the foreign securities being invested in are listed (including trading hours, trading manner, stock price announcements, and fee calculation methods), as well as the applicable laws and regulations. In the event of any discrepancy between Bank information and exchange information, information announced by the exchange shall prevail. The foreign markets which the Bank is entrusted to trade in include the U.S., Hong Kong, and other markets in which the trustee may be entrusted to invest.
- (3) The transaction currency of the investment shall be foreign currency, and the currency of any payment concerning each service engaged (e.g. subscription/buy and redemption/sell ...etc.) shall be the original currency of the Investment Target. "Transaction currency" means the currency in which the investment product of a customer is traded on the exchange on which it is listed and may be U.S. Dollar, Hong Kong Dollar, Renminbi, or other currency agreed to by the trustee.

**2. Subscription:**

- (1) When the Bank subscribes for the Investment Target in accordance with the instructions of the Customer, the Bank may coordinate subscription instructions of the Customer with those of the Bank's other customers regarding the same Investment Target and price and issue to the securities firm (or an agent thereof) a subscription instruction consolidating the total amount of the Investment Target. If the securities firm (or its agent) notifies that the subscription instruction is partially executed, the Bank will proceed with distribution to the customers in the order of their subscriptions. The Customer's returns (and dividends) on the Investment Target shall be proportionally distributed in the manner prescribed by the Bank in accordance with the investment shares of the Customer and other customers of the Bank in the same Investment Target.

- (2) If the Investment is traded offshore, the execution and confirmation shall align with the business hours of offshore market. Due to the time differences, the transaction prices for the Investment will be confirmed only after the Bank received order confirmations from broker(s)/ agent(s).

- (3) **The Bank shall issue a transaction confirmation document to the Customer according to the transaction confirmation notice it receives from the securities firm (or its agent). The Customer understands that the transaction confirmation documents merely serve as confirmation of the foreign securities transaction, rather than representing the actual market value of the foreign securities.** In the case that the transaction confirmation notice received by the trustee from the securities firm (or its agent) is erroneous or if an error is caused due to operational negligence of the trustee or other reasons, the Customer agrees that the trustee may make direct corrections and notify the Customer. In the event that the trustee does not discover any error until after the Investment Target is sold by Customer, the trustee shall immediately refund to the Customer any overcharge. In the event of an undercharged, the Customer shall immediately return to the trustee the amount that shall be returned to the Bank upon the trustee's notice.

- (4) The Bank reserves the right to accept or deny the Customer's subscription for the Investment Target.

**3. Hold amount for subscription**

- (1) **When the Customer gives an instruction to subscribe for the Investment Target, the trustee will earmark funds based on the estimated transaction amount as instructed by the Customer at the limit price/market price, plus the estimated transaction related expenses.** The actual amount to be debited will be debited based on the actual transaction amount and transaction related expenses upon receipt of the transaction confirmation notice from the securities firm (or its agent). If the Bank receives notice from securities firm (or its agent) that the investment transaction instruction is not completed, the earmarked amount will be automatically canceled.
- (2) **If the Customer's account balance is below the aforementioned amount to be held, the trustee has the right not to accept the instruction or proceed with the transaction.**
- (3) **The Customer understands and undertakes that it is obligated to proceed with settlement and pay once the subscription transaction is confirmed successful (including where the funds to be held as mentioned above are insufficient but the trustee still accepts the transaction instruction). If the account balance of the Customer is insufficient when the trustee proceeds to debit, the trustee may cancel the transaction directly if the Customer fails to replenish the shortage as requested by the trustee. For any losses incurred therefrom by the trustee, the Customer shall be responsible for paying damages.**

**4. Debit Authorization**

The Customer agrees to authorize the trustee to earmark or debit funds from the various consolidated foreign currency deposit accounts opened with the Bank by the Customer. The amount to be earmarked is the estimated transaction amount as instructed by the Customer at the limit price/market price, plus the estimated transaction related expenses. The actual amount to be debited will be debited based on the actual transaction amount and transaction related expenses upon receipt of the transaction confirmation notice from the securities firm (or its agent). If the account balance is insufficient, the Bank shall not proceed with the transaction.

**5. Transaction Cancellation**

To cancel a transaction, the Customer shall apply to the trustee in accordance with the relevant operating rules within the trustee's business hours of foreign securities trading on the day of the transaction instruction. **The Customer understands that such application does not represent confirmation that the transaction is revoked, and the trustee reserves the right to accept or reject the application. Once the transaction is confirmed to be consummated and cannot be cancelled, the trustee has the right to proceed with debit and remittance and other related matters based on the actual transaction content.**

6. Use and Management of Trust Funds/Exercise of Rights and Interests Arising out of Corporate Events

- (1) The Customer authorizes the trustee to directly decide solely how to handle, dispose of, or not to dispose of the following rights and interests or events arising out of the Customer's investment in the subject product, including, but not limited to, distribution of stock dividends or cash dividends, issuance of new shares and subscription warrants, exchange of old for new shares, stock split (reverse split), stock merger, exchange of old for new shares for capital decrease, acquisition, liquidation or delisting (including transfer to the OTC market) of the issuer, distribution of remaining asset resulting from dissolution/ bankruptcy of the company, and other related rights and interests in securities (Corporate Event). The Customer has no objection to whatever disposition by the trustee. The Customer agrees the trustee may, after deducting the relevant transaction fees and taxes, directly deposit any proceeds obtained from disposition by the trustee into the Customer's deposit account of the same foreign currency.
- (2) The Customer authorizes the trustee, when the trustee is handling a Corporate Event, to disclose the Customer's personal and transaction data or perform related compliance obligations as deemed necessary by the trustee in its sole discretion, in accordance with the requirements of domestic and foreign laws and regulations. The Customer understands that its refusal to have such disclosed may prevent the trustee from continuing to offer the Service.
- (3) Notice of rights and interests in corporate events handled by the trustee: The Customer agrees the Bank may collect in the name of the trustee equity proxies, documents relating to voting rights, or Corporate Event related documents, provided the Bank has no responsibility or obligation to exercise such rights or take action on behalf of the Customer, or obligation to notify the Customer. **The Customer authorizes the trustee to opt for cash distribution on priority basis for the investor upon notice of Corporate Event given by the custodian requesting the investor to opt for cash or stock distribution or other form of distribution of proceeds. The Customer also authorizes the trustee to directly decide how to dispose/handle in accordance with subparagraph (4) below if the option of cash distribution is unavailable.**
- (4) The Customer agrees that, in the event of a distribution of securities rights and interests arising out of the subject product due to a Corporate Event, the trustee has the right to sell the rights and interests upon actual receipt, in a public market on the following common business day, as the trading date, of the exchange of the trustee and such rights and interests. The amount received less taxes and relevant fees payable pursuant to the tax laws of each country shall be deposited in full in the Customer's deposit account of the same foreign currency. If trading of the rights and interests in the subject product cannot be completed on said date for whatever reason, the trustee has the right to continue to sell the same in a public market on subsequent trading dates and proceed with distribution and depositing in accordance with the aforementioned procedure. The Customer understands and agrees the trustee reserves the right to adopt the other manner specified in subparagraph (1) above in response to different market situations.
- (5) No fixed cash or stock dividends are guaranteed in a foreign securities investment. Except for few stocks where special conditions of issue are prescribed, cash or stock dividends are all floating and may even not be distributed, and undistributed cash dividends, stock dividends, or bonuses of the current period will not carry forward to the following period. If a U.S. stock being invested in is a preferred stock, usually a maturity date is set, and an early call clause is in place, or the stock can be converted as an ordinary stock at the agreed ratio. The U.S. stocks or Hong Kong stocks which the trustee is entrusted to trade are publicly traded on the exchange, public information on individual securities may be available from the issuers or on other public information websites. The Customer shall understand the information pertaining to the securities it desires to invest or has invested in, and to the issuers of such securities.

- (6) The costs of the Customer buying or selling the subject product, and charges collected by the relevant organizations and statutory fees and taxes payable for the Customer's exercise of shareholder rights and interests, shall all be borne by the Customer in accordance with market conventions and laws and regulations applicable to the securities concerned.
- (7) After entering a transaction instruction in the system according to general operating procedures upon being entrusted to trade the subject product, the trustee may be exempt from any liability for losses that may arise out of settlement, exchange rates, rate changes, other market factors, or risks, or losses that may be caused by an action or inaction of an issuer, exchange, or relevant organization, such as a domestic or foreign custodian, securities firm, or certifying organization (including, but not limited to, a failure or disconnection of the computer system).
- (8) The Customer may not claim any rights, damages, or joint and several liability against the trustee if an investment, trade, or other transaction instructed by the Customer cannot be immediately executed during the non-business hours of the trustee or in the event of the closure of, or an order of suspension of trading on, an exchange on which the subject product is listed, or as a result of suspension of business of an aforementioned organization either on a non-business day of its location or as ordered.
- (9) If the Customer redeems the subject product in part, the aggregate investment amount on the books is deducted according to the first in, first out method based on the number of shares redeemed by the Customer.
- (10) The Customer understands and agrees that it must read carefully the current Product Prospectus and risk disclosure in addition to this General Agreement before giving an instruction to transact.

XV. Special Account Opening Requirement and Conditions for Different Types of Account

- (I) Special Account Opening Requirement and Conditions for Premier Plus Account:
  1. The Customer shall meet the following account opening criteria:
    - (1) The Customer's spouse should be the Bank's qualified Premier customer and the Customer's spouse is the Bank's qualified Premier customer without any event of account conversion or default of administration charge.
    - (2) If Customer and his/her spouse are newly opening Premier Plus and Premier accounts at the same time, the Premier account has to meet the qualification and relevant standards of Premier account first.
  2. The Customer understands and agrees that if his/her spouse no longer meets the account opening criteria for Premier account after account opening, the Customer immediately loses the Premier Plus account qualification and agrees to convert the account accordingly.
  3. In the case of divorce, the Bank shall have the right to convert the account type at any time in accordance with the official notification of Premier Plus account holder or holder's spouse or whenever the Bank is aware of such event. In this case, Customer will then be subject to new account's T&C. The Customer has the right to convert a Premier Plus account to a normal Premier account or other types of account available from the Bank.
  4. The Customer and his/her spouse agree that the Bank could release the account and transaction information of the Premier and Premier Plus account to the Customer and his/her spouse in the event of the requirement of confirmation on Premier Plus Account qualification or any account adjustment/conversion.
- (II) Special Account Opening Requirement and Conditions for Premier Children's Savings Account:
  1. The Customer shall meet the following account opening criteria:
    - (1) The Customer is a minor.
    - (2) One of the Customer's parents should be the Bank's qualified Premier customer without any events of account conversion or default of administration charge.
  2. The Customer understands and agrees that if his/her father or mother is no longer a qualified Premier customer after the Customer opens the Premier Children's Savings Account, the Customer will lose his/her eligibility as a Premier Children's Savings Account and agree the account adjustment processed by the Bank in accordance with related agreements.