

## The Notification for the Revisions of HSBC General Agreement

Date: 05 Dec 2025

1. According to HSBC General Agreement for Accounts and Services("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 before **14 days** in advance, amend the terms and conditions of General Agreement. If the Customer disagrees with such amendments, he/she/it may notify the Bank in written form within the designated notification period to terminate the General Agreement as well as any transactions and services with the Bank. The Customer shall be cooperative with the Bank in account closing procedure. If the Customer fails to notify of the termination within the designated notification period and be cooperative with the Bank in account closing procedure, the Customer shall be deemed to agree with the amendments.
2. This amendment is announced as this notification and **will be effective from 22 Dec 2025. The original terms of General Agreement is still applicable before the effective date.** Should you have any query, please do not hesitate to contact us via our branch networks or our 24-hour Call Center at (02)6616-6000.

Below please find the comparison table for your notification.

Original	Revised
<b>I. General Terms and Conditions</b>	<b>I. General Terms and Conditions</b>
<b>(IV) Debits:</b> <b>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.</b>  ..... <b>(VI) Tax Compliance:</b> 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.	<b>(IV) Debits:</b> <b>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 <u>/2nd Generation NHI supplementary premium</u> 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.</b>  ..... <b>(VI) Tax Compliance:</b> The Customer agrees and acknowledges to be solely responsible for understanding and complying with tax <b>compliance</b> 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 <b>tax</b> 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 <b>compliance</b> 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

<p>.....</p> <p><b>(VII) The Use or processing of Customer's Information and Outsourcing Processing:</b>  <b><u>5. Whereas the Customer applies for the pre-defined account or the Customer's account is designated as the pre-defined inward account,</u></b> 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 <u>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.</u></p> <p>(VII-1) Detection and Investigation for Prevention of Crime Committed</p> <p>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.</p> <p>.....</p> <p><b>(XVIII) Termination:</b>  <b>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.</b>  <b>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:</b>  <b>(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;</b>  <b>(2) The Customer has violated any of the clauses stipulated in the General Agreement</b></p>	<p>Bank and/or members of the HSBC Group.</p> <p>.....</p> <p><b>(VII) The Use or processing of Customer's Information and Outsourcing Processing:</b>  <b>5. The Customer agrees that the Bank, for the specific purposes of fraud prevention, anti-money laundering and prevention of other relevant financial crimes,</b> 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, <u>identity information,</u>– the account status (including but not limited to alert accounts, derivative watch-listed accounts and account closure information) or other transaction records with financial institutions. The Customer further agrees that the Bank may further report or disclose the aforementioned personal data, either directly or through Financial Information Service Co., Ltd., to the relevant financial institutions and judicial authorities.</p> <p>(VII-1) Detection and Investigation for Prevention of Crime Committed</p> <p>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 (including tax 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.</p> <p>.....</p> <p><b>(XVIII) Termination:</b>  <b>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.</b>  <b>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:</b>  <b>(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;</b>  <b>(2) The Customer has violated any of the clauses stipulated in the General Agreement</b></p>
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<p>or other contractual agreements with the Bank;</p> <p>(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;</p> <p>(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);</p> <p>(5) Other conditions deem necessary by the Bank (including but not limited to the Customer declaring bankruptcy).</p> <p>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.</p> <p>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.</p> <p>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 he Bank. The Bank's obligations for such account are thereafter discharged. Where the</p>	<p>or other contractual agreements with the Bank;</p> <p>(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;</p> <p>(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);</p> <p>(5) Other conditions deem necessary by the Bank (including but not limited to the Customer declaring bankruptcy).</p> <p>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.</p> <p>The above stated "Tax Compliance Obligation" means an obligation of HSBC or any member of the HSBC Group to comply with any applicable local <b>and offshore</b> 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.</p> <p>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 he Bank. The Bank's obligations for such account are thereafter discharged. Where the</p>
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<p>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.</p> <p>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.</p>	<p>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.</p> <p>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.</p>
<p><b>XI. HSBC Customer Encashment Service</b></p> <p><b>(II) Advance Account</b> The Customer may enjoy the overseas emergency encashment service. Such encashment shall not exceed <b>USD500</b> or equivalent per transaction. Other transactions and foreign exchange restrictions are subject to the Bank's internal policy and related regulatory requirements.</p> <p>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.</p> <p><b>(III) Integrated Account</b> The Customer may enjoy the overseas emergency encashment service. Such encashment shall not exceed <b>USD 500</b> or equivalent per transaction. Other transactions and foreign exchange restrictions are subject to the Bank's internal policy and related regulatory requirements.</p>	<p><b>XI. HSBC Customer Encashment Service</b></p> <p><b>(II) Advance Account</b> The Customer may enjoy the overseas emergency encashment service. Such encashment shall not exceed <b>USD 10,000</b> or equivalent per transaction <u>upon completion</u>. Other transactions and foreign exchange restrictions are subject to the Bank's internal policy and related regulatory requirements. <u>The applicable fees for the overseas emergency encashment service will be disclosed on the Banking Tariffs and Banking Account Summary.</u> 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.</p> <p><b>(III) Integrated Account</b> The Customer may enjoy the overseas emergency encashment service. Such encashment shall not exceed <b>USD 500</b> or equivalent per transaction <u>upon completion</u>. Other transactions and foreign exchange restrictions are subject to the Bank's internal policy and related regulatory requirements. <u>The applicable fees for the overseas emergency encashment service will be</u></p>

<p>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.</p>	<p><u><b>disclosed on the Banking Tariffs and Banking Account Summary.</b></u> 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.</p>
<p><b>XIII. Investment in Structured Investment ("SI") and Dual Currency Investment ("DCI") and Related Services</b></p>	<p><b>XIII. Investment in Structured Investment ("SI") and Dual Currency Investment ("DCI") and Related Services</b></p>
<p>(I) General Terms and Conditions:</p> <p><b>2.Risk Disclosure:</b>  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 <u>related legal, financial, tax and accounting issues and potential consequence.</u></p> <p><u><b>5.U.S. Person (hereafter as "USP") shall not invest in this product. An USP includes the persons/entities listed below:</b></u></p>	<p>(I) General Terms and Conditions:</p> <p><b>2.Risk Disclosure:</b>  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 <u>changes in relevant legal, financial, tax and accounting regulations and the potential consequence.</u></p> <p><u><b>5. The Customer who is an USP under relevant US regulations as described but not exhaustively in (1)-(7) below shall not invest in</b></u></p>



<p>(1) U.S. Citizen (including those person born in the U.S.)</p> <p>(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.)</p> <p>(3) Person was elected to be treated as a U.S. Tax Resident</p> <p>(4) A U.S. Green Card holder</p> <p>(5) Person having a U.S. address</p> <p>(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)</p> <p>(7) Person who should be deemed as USP in accordance with relevant US regulations.</p>	<p><u>this product:</u></p> <p>(1) U.S. Citizen (including those person born in the U.S.)</p> <p>(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.)</p> <p>(3) Person was elected to be treated as a U.S. Tax Resident</p> <p>(4) A U.S. Green Card holder</p> <p>(5) Person having a U.S. address</p> <p>(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)</p> <p>(7) Person who should be deemed as USP in accordance with relevant US regulations.</p>
<p>XIV. Service of Investing Non-Discretionary Trust Funds in Domestic/Foreign Securities (as Permitted by the Competent Authority only)</p>	<p>XIV. Service of Investing Non-Discretionary Trust Funds in Domestic/Foreign Securities (as Permitted by the Competent Authority only)</p>
<p>(I) General Terms:</p> <p>.....</p> <p><b>5.Rules of Issuers of the Investment Target:</b></p> <p>.....</p> <p>(3) Any <u>proceeds</u> received by the trustee from each issuer or custodian <u>of the</u> Investment Target shall be <u>for the account of the trust</u>. In the event that <u>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.</u></p> <p>6.Trustee Rules:</p> <p>(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.</p> <p>.....</p> <p>8.Trust Fund Account and Custody; Calculation and Distribution of Proceeds and Expenses:</p> <p>(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</p>	<p>(I) General Terms:</p> <p>.....</p> <p><b>5.Rules of Issuers of the Investment Target:</b></p> <p>.....</p> <p>(3) Any <u>return</u> received by the trustee from each issuer or custodian <u>for each investment in the</u> Investment Target shall be <u>the return of the trust fund</u>. In the event that <u>the investor's redemption or sale is mandatory according to the issuer or custodian's issuance, operational rules, custody operation process and related regulations, the Customer hereby agrees to comply with it. All losses and derived costs/ expenditures arising from the mandatory redemption or sale of securities shall be borne by the Customer.</u></p> <p>6.Trustee Rules:</p> <p>(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 <u>the website or</u> the business premises of each branch, <u>they take effect promptly and</u> the Customer agrees to fully comply with the <u>rules</u> without objection.</p> <p>.....</p> <p>8.Trust Fund Account and Custody; Calculation and Distribution of Proceeds and Expenses:</p> <p>(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</p>

<p>mistake in the contents of <u>transaction in the Bank's</u> account records is informed by a Relevant Organization and confirmed <u>or caused by any other reasons, the Customer agrees that the Bank may directly make a correction before notifying the Customer of such correction.</u></p> <p>.....</p> <p>(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.</p> <p>.....</p> <p><b>11. Minimum Investment, Redemption, Sales or Switching Amount:</b>  <u>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.</u></p> <p><b>12. Mandatory Redemption / Mandatory Sale:</b></p> <p>.....</p> <p>(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.</p> <p>.....</p> <p><b>14. Risk Disclosure:</b>  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</p>	<p>mistake in the contents of <u>the Bank's transaction or</u> account records is informed by Relevant Organizations and confirmed <u>by the Bank, or caused by any other reasons, the Customer agrees that the Bank may correct the records at its discretion before notifying the Customer of such correction. Except where the error is attributable to the Bank, the Bank shall not be liable for any financial impact of the erroneous records on the Customer. If the trust funds with the above-mentioned error has been redeemed, the Customer agrees to return the redemption funds to the Bank immediately upon the Bank's notification.</u></p> <p>.....</p> <p>(4) Any fees <u>(including but not limited to the 2nd Generation NHI supplementary premium and the additional service fees requested by related third-party to comply with the tax compliance obligations)</u> 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.</p> <p>.....</p> <p><b>11. The Customer understands and agrees that if the trust products invested by the Customer are not reviewed by the competent authorities of the R.O.C., the Bank is entitled to provide the prospectuses and relevant product documents in English only and not obliged to provide the Chinese versions separately.</b></p> <p><b>12. Mandatory Redemption / Mandatory Sale:</b></p> <p>.....</p> <p>(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, <u>terrorist financing or illegal transactions</u>, 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.</p> <p>.....</p> <p><b>14. Risk Disclosure:</b>  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</p>
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<p>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 <u>and</u> 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 <u>claimable from</u> 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.</p> <p>15.Disclaimer:</p> <p>.....</p> <p>(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.</p> <p>.....</p> <p>(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.</p>	<p>shall be borne by the Customer solely. The risks of such investment include <u>but is not limited to</u> 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, political risk <u>and tax risk</u>. 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 <u>covered by</u> 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.</p> <p>15.Disclaimer:</p> <p>.....</p> <p>(2)<u>To the extent permitted by law</u>, 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.</p> <p>.....</p> <p>(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; <u>statutory notifiable infectious diseases</u> 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.</p>
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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.

(Nil)

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 and agrees that the filing and withholding made by the Bank does not imply that the Bank has fulfilled the Customer's tax obligation on behalf of him/her/it. The Customer is still obligated to fulfill his/her/its tax compliance obligations (including but not limited to tax filing and 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 would be prohibited to place purchase trade order on the underlying US investment products and 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, omissions or untrue contents in the relevant document provided by the Customer shall be borne by the Customers solely. If the Bank suffers any losses or derived expenditure due to foregoing reason, the Customer shall indemnify the Bank.

(4) The Bank would submit the details of the Customer's holdings and investment income to onshore/offshore tax authorities in accordance with relevant tax laws and regulations, or provide the Customer's annual trust income notification letter, for tax authorities and the Customer's easy reference and calculation to comply with relevant tax requirements. Any dispute regarding the calculation of the relevant tax details shall be

<p><u>(Nil)</u></p> <p>.....</p> <p><b>18. Status Restrictions and Customer Representations and Warranties:</b></p> <p><b>(1) The Customer <u>investing through the Trust</u> may not be a U.S. person as defined below <u>“USP”</u></b></p> <p>(i) U.S. citizen (including those born in the U.S.)</p> <p>(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)</p> <p>(iii) U.S. tax resident</p> <p>(iv) U.S. Green Card holder</p> <p>(v) Person having a U.S. address</p> <p>(vi) Resident Alien (who has resided in the U.S. for a certain period according to U.S. laws and regulations)</p> <p>(vii) Other person who shall be deemed as a USP in accordance with relevant US regulations.</p> <p>(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.</p> <p>(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:</p>	<p><u>discussed and solved between tax authorities and the Customer. The Customer shall not take any action against the Bank or seek compensation or any claim from the Bank on the grounds that the relevant information was provided by the Bank.</u></p> <p><u>(5) The Customer understands that the tax compliance matters (including but not limited to tax filing and payment) arising from the regulatory changes in various jurisdictions are the Customer's own responsibilities and obligations. The Bank has no obligation to notify the Customer of any regulatory change, and the Customer shall not use such rationale to oppose the Bank or seek for compensation or any claims from the Bank.</u></p> <p>.....</p> <p><b>18. Status Restrictions and Customer Representations and Warranties:</b></p> <p><b>(1) The Customer <u>who is an USP under relevant US regulations as described but not exhaustively in (i)-(vii) below shall not invest in this product:</u></b></p> <p>(i) U.S. citizen (including those born in the U.S.)</p> <p>(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)</p> <p>(iii) U.S. tax resident</p> <p>(iv) U.S. Green Card holder</p> <p>(v) Person having a U.S. address</p> <p>(vi) Resident Alien (who has resided in the U.S. for a certain period according to U.S. laws and regulations)</p> <p>(vii) Other person who shall be deemed as a USP in accordance with relevant US regulations.</p> <p>(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 <u>and other services</u> may otherwise be terminated if the Customer fails to inform or inform untruthfully.</p> <p>(3) Upon becoming <u>any of the above</u> 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 <u>fully understands and</u> agrees to comply the following:</p>
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<p>(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;</p> <p>(ii) The Bank may suspend or terminate the Service and directly redeem/sell the entire Investment Target held by the Customer.</p>	<p>(i) Compensate the Bank for any expenses, losses, fines, <u>fees</u> or other similar payments that may be incurred/paid/<u>derived</u> by the Bank for complying with the relevant U.S. taxation laws, <u>including but not limited to, the relevant advisory/engagement fee paid to external tax advisor/professionals due to the Customer's failure to comply with the foregoing obligations;</u></p> <p>(ii) The Bank may suspend or terminate the <u>Trust and other</u> Service and directly redeem/sell the entire Investment Target held by the Customer. <u>The Customer waives all rights to seek compensation from the Bank and/or HSBC Group members and their employees and associated persons for any damages and losses caused by such redemption/sale.</u></p>
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HSBC Bank (Taiwan) Limited