

Cathay United Bank Co., Ltd.

General Agreement for Account Opening

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Chapter 1 Important Notices

I. Customer Notice [Account Opening for Passbook Deposit]

Welcome and thank you for opening a deposit account with us, i.e., Cathay United Bank Co., Ltd. (the "**Bank**"). Before opening an account, the Bank would like to remind you of the following matters that are substantially related to your rights and interests. Please make sure that you read (or listen to) the following carefully, and if there is any doubt, please feel free to consult our service representatives. We will be happy to explain:

1. First, the Bank's deposit interest rates are publicly disclosed on the Bank's business premises and website. Interest on all current deposits (except time deposits) shall be paid on June 21 and December 21 every year. However, if the daily end of day balance of your current deposit account does not reach the minimum amount for interest accrual, no interest will accrue or be paid on the current deposit on those dates.
2. Second, after completing the account opening process, you will be able to make deposits and withdrawals at any branch of the Bank. Your passbook and the signature stamp that is the same as the specimen kept by the Bank (hereinafter "**Authorized Signature Stamp**") are required when you make withdrawals at our branches. The Bank also accepts withdrawals made by you in person without a passbook on the strength of the Authorized Signature Stamp. To protect your rights and interests, please keep your passbook and Authorized Signature Stamp safe. It is best to keep them separately, and especially to keep the Authorized Signature Stamp safe. If you have applied for and hold a same-branch/interbranch over-the-counter ("**OTC**") withdrawal password for withdrawals with/without a passbook, you will be required to use the OTC cash withdrawal password and provide a withdrawal slip affixed with the Authorized Signature Stamp when making withdrawals without a passbook at any branch.
3. If you have applied/registered for an ATM card, our phone banking services, Personal Mobile Banking App, Personal Online Banking Web Version, Global MyB2B or the Global MyB2B App, it is advisable to keep the passwords/IDs for the ATM card and various other services separate. Never write your passwords/IDs on your ATM card. When you set your password or User ID, please do not use consecutive identical numbers (e.g. 1111, 2222) or number sequences with numerical patterns (e.g. 1357, 2468). You are strongly advised against using information recorded on your identity card (e.g. birthday) as your password.
4. In addition, the correct website of the Bank is <https://www.cathaybk.com.tw/cathaybk>. Please pay attention to the security of the computers and devices you use and avoid using computers in unfamiliar environments or using public computers to conduct transactions. Please remember to log out after using any passwords to conduct any transactions.
5. If your passbook, certificate of deposit, signature stamp, ATM card or any password is lost, damaged or stolen, please call the Bank immediately to report the same and stop payment. You shall then bring your identity documents and Authorized Signature Stamp to the Bank during business hours to carry out the relevant procedures in person. Please note that reporting loss by phone is only an interim protective measure. You are still required to complete the relevant loss reporting procedures at the Bank in person.
6. In addition, the Bank has participated in the insurance scheme provided by Central Deposit Insurance Corporation. The maximum coverage limit is NT\$ 3 million, thereby protecting your deposits and putting your mind at ease.
7. All fees charged by the Bank for various deposit and transfer services are set forth in the appendix to the General Agreement for Account Opening ("**Agreement**"). Please make sure that you request a copy of, and carefully read, this Agreement. Such fees charged by the Bank and the Agreement are also publicly disclosed on the Bank's official website. Any changes (except

changes announced by Financial Information Service Co., Ltd. ("**FISC**"), the Bank of Taiwan ("**BOT**") or any competent authorities) will only take effect 60 days after the same is posted on the Bank's website.

8. Rest assured, you may request the Bank to close your account, terminate all account transactions or discontinue part of the financial services at any time. The Bank may also terminate your account transactions or discontinue services by notice to you at any time.
9. Furthermore, the Bank would like to remind you that foreign exchange (foreign currency) deposits involve a certain level of exchange rate risks. Certain foreign exchange transactions are subject to certain restrictions and requirements under relevant foreign exchange regulations. Please make sure that you consider and evaluate your risk tolerance level before conducting any foreign exchange transactions.
10. Lastly, by agreeing this Agreement, you agree to receive telemarketing phone calls from the Bank regarding its financial services or products approved by the competent authorities, such as deposit, loan, credit card, insurance, investment and wealth management. You also acknowledge that you may, at any time, request the Bank to stop telemarketing by: (1) informing the Bank during telemarketing phone calls, or (2) calling the service hotline provided by the Bank (02-2383-1000 or 0800-818-001.)

II. Customer Notice [Account Opening for Cheque Deposit]

Welcome and thank you for opening a cheque deposit account with us. This account will serve as your payment tool for credit transactions. Before opening an account, the Bank would like to remind you of the following matters that are substantially related to your rights and interests. Please make sure that you read (or listen to) the following carefully, and if there is any doubt, please feel free to consult our service representatives. We will be happy to explain:

1. First, cheque deposit accounts do not carry interest. Therefore, the Bank will not pay any interest to you. Please evaluate your needs and determine the amounts to be deposited accordingly.
2. The funds deposited in your cheque deposit account may only be withdrawn by cheques, automated devices, or other agreed methods (e.g. authorized transfer). The Bank will also send you a statement of your cheque deposit transactions periodically. If you do not receive any statement or there is any error in any statement, please contact the Bank.
3. Moreover, please note that a cheque is a type of negotiable instrument and bearer instrument. Unless the cheque is lost or stolen, the drawer must pay the amount of the cheque once it is issued. The drawer may not refuse to pay the amount of the cheque for any reason whatsoever. Please issue cheques with due consideration.
4. Please also make sure that you keep your blank cheques and cheque signature stamp safe. If any cheque or stamp is lost or stolen, please bring your identification, Authorized Signature Stamp and other relevant documents to the Bank to carry out loss reporting procedures and stop payment immediately.
5. When you request blank cheques from the Bank, the Bank will decide whether to accept your request depending on your transaction history. In addition, please use your cheques with due care to prevent rejection by the Taiwan Clearing House ("**TCH**").
6. In addition, the Bank has participated in the insurance scheme provided by Central Deposit Insurance Corporation. The maximum coverage limit is NT\$ 3 million, thereby putting your mind at ease.
7. The contract for cheque deposits constitutes a "relationship of mandate." Therefore, both you and the Bank shall have the right to terminate the contract for cheque deposits at any time. If the

cheque deposit services are terminated, you must settle your account and return all remaining blank cheques and promissory notes to the Bank within one month of receipt of the Bank's notice. If any instruments are not returned to the Bank, a bounce fee of NT\$200 will be charged and retained for each instrument not returned.

8. All other fees charged by the Bank for various other services are set forth in the appendix to the Agreement. Please make sure that you request a copy of, and carefully read, the Agreement. Such fees charged by the Bank and the Agreement are also publicly disclosed on the Bank's official website. Any changes (except changes announced by FISC, the BOT or any competent authorities) will only take effect 60 days after the same is posted on the Bank's website.

III. Customer Notice [Wealth Management Services]

Dear customer, please read the following notice carefully to protect your rights and interests:

1. To fully understand our customers, the Bank must ask you to complete the Client Risk Tolerance Questionnaire and analyze your investment risk propensity based on the information you provide in the questionnaire before you start investing in financial products. After we determine your investment risk propensity, we can only provide you with products that match your investment risk propensity unless you voluntarily request otherwise or otherwise provided by law.
2. If you invest in any products by way of trust arrangements through the Bank, the exercise, variation, rescission, termination and restrictions of the rights relating to the products shall be provided for in detail in the applicable contract, terms and conditions, or product prospectus. Before you make any investment decisions, please review the contract, terms and conditions, or product prospectus carefully and raise your questions (if any). The Bank will assist you in understanding the terms in question to the greatest extent possible.
3. When you invest in any products by way of trust arrangements, you may be charged certain fees including trust service charges, trust management fees, channel service fees and so forth. Different fee arrangements apply to different products. Prior to processing any transaction, the Bank's staff will provide to you the details of the fee arrangement, the time schedule for charging fees, other fees and other related requirements based on your trading transaction.
4. The Bank conducts transactions based on your instructions. If you incur any loss due to the Bank's breach of your instructions or other reasons attributable to the Bank, you undoubtedly may claim damages against the Bank or amend, rescind or terminate the contract.
5. However, where the Bank has conducted transactions in accordance with your instructions and the contract, and yet you request to amend, rescind or terminate the contract by law or pursuant to your rights. The Bank will not refund or waive the fees payable by you under the contract. The Bank will set forth these terms and conditions in detail in the contract to be entered into between you and the Bank. Therefore, please be reminded once again to review the contract carefully. Our staff will be available to provide explanations to you at any time during the Bank's business hours. Please make good use of this service.
6. If you have nationality other than the Republic of China ("**ROC**"), please pay attention to the tax regulations of your country of nationality.
7. After you invest in our products, the Bank will send an account statement to you every month, which will include, among other things, your trading details, investment return and related announcements.
8. The products you invest in are not deposits, so they are not covered by the deposit insurance provided by Central Deposit Insurance Corporation. The Bank does not guarantee no loss on the investment principal, nor does it guarantee a minimum return, because all investments involve

risks. Any risk may lead to a loss on the principal. The maximum amount of loss may even be the entire principal, plus interest, fees and expenses. All such losses shall be borne solely by you.

9. Please be reminded that your investments may involve various levels of risk of financial loss; for example, principal conversion risk, exchange rate risk, interest rate risk, risk of early termination, credit risk, liquidity risk, national risk, taxation risk, legal risk, and reinvestment risk. In fact, there are many other factors affecting market and trading conditions, which cannot be enumerated exhaustively by the Bank. Therefore, please assess your financial position and risk tolerance before making any investment decision.
10. Should you have any questions, please contact our branches or call the Customer Service Center at 0800-818-001.

IV. [Fraud Prevention Notice]

There have been numerous fraud cases recently. In order to protect the security of your personal property, please pay attention if you encounter any of the following situations. Please stay alert as you may be defrauded. Please call 165, the Anti-fraud Hotline of the National Police Agency, to check whether the situation is a scam perpetrated by fraud rings:

1. Receiving a letter or text message informing you that you have won a prize and requesting you to make a transfer or remittance to pay taxes or handling fees.
2. Receiving a phone call from someone who claims to be a judge, prosecutor, police officer, or claims to be calling from a hospital or telecommunication company, saying that "your identity card or national health insurance card has been stolen and fraudulently used, and the situation involves money laundering, kidnapping, carjacking and ransom, unpaid telephone bills and so forth. Therefore, your bank account (or property) will be frozen, or you will need to post a bond, or your bank savings will be held under administration (or custody). You must not disclose this to anyone, or else you will be detained."
3. Receiving a phone call from someone claiming to be calling from the Financial Supervisory Commission, the Ministry of Justice, the Administrative Enforcement Agency or other government agencies, requesting you to pay cash or place any property under your name under administration or transfer cash or property into an impartial (secure) account provided by the caller, with the caller requesting that you do not hang up the phone and that you stay on the line.
4. Receiving a phone call from someone claiming to be enforcing a court order or calling from a financial institution or public utility company (e.g. Chunghwa Telecom, Taiwan Power Company) to collect outstanding payments, with the caller asking you over the phone to transfer money to the account of a specific person other than the institution/company, or to make payment by way of a registered account transfer.
5. Receiving flyers or classified advertisements in relation to jobs, loans, franchises or the purchases of various products, which flyers or advertisements request you to transfer royalties or security deposits.
6. Receiving a notice that your children have been kidnapped because they had borrowed money from a loan agency or guaranteed a loan, requesting that you pay the ransom by cash, remittance, or registered account transfer.

If you have any doubt about deposit products or services, or need to file a complaint with regard to the Bank's services, you may contact the original service representative or call the customer service hotline at 0800-818-001.

Thank you for your support and thank you for reviewing (or listening to) this. Cathay United Bank cares about you.

V. Notification of the Collection, Processing and Use of Personal Information [Deposit and Transfer Services; Wealth Management Services]

Account Holders (in the case of natural persons) or the legal representatives/persons in charge/guardians/statutory assistants of Account Holders are advised to review the following statutory notification carefully.

Notification of the Collection, Processing and Use of Personal Information

1. The collection of personal information involves the privacy rights of Account Holders. When carrying out the business activities which are currently permitted (or may be permitted in the future) by law and to the extent necessary for conducting the relevant business (but subject to the actual business dealings between the Account Holder and the Bank), where the Bank has the need to, directly or indirectly, collect, process, use and/or internationally transfer the Account Holder's personal information, the Bank shall, at the time when it collects personal information from the Account Holder, notify the Account Holder of the following in accordance with the first paragraph of Article 8 and the first paragraph of Article 9 of the *Personal Data Protection Act* (個人資料保護法) (hereinafter referred to as the "PDPA"): (1) names of non-government agencies involved; (2) purposes of collection; (3) categories of personal information; (4) duration and locations of use, users, and means of use, of personal information; (5) sources of the personal information collected; (6) the rights (and ways to exercise such rights) available to the party in question under Article 3 of the PDPA; (7) the impact of not providing personal information on the rights and interests of the party in question (where the party has the right to choose whether to provide personal information). Where the Account Holder is required to have a legal representative/statutory assistant/other authorized persons appointed under the law, the Bank will also need to contact, negotiate or get in touch with such legal representative/statutory assistant/authorized persons. They are therefore also advised to read the following notification carefully.
2. With regard to the Account Holder's personal information to be collected by the Bank, the purposes of collection, categories of personal information, and duration and locations of use, users, and means of use of the personal information are as follows:
 - (i) Purposes of collection: "022 Foreign exchange services," "036 Deposit and transfer" (automatically authorized debit and transfer), "067 Credit card, cash card, debit card or electronic stored-value card services," "082 Borrower and Account Holder loan and deposit consolidated management" (WMA, payment through transfer), "088 Loan approval and credit extension services" (cash advance, balance transfer, credit facility and long term revolving credit facility), "001 Life insurance," "112 Cheque clearance services," "106 Credit extension services," "111 Financial instrument services," "126 Debt consolidation, discount and purchase services," "154 Credit reporting," "044 Investment management," "068 Trust services," "166 Securities, futures, securities investment trust and consulting services," "094 Personal property management," "065 Insurance brokerage, agency and notarization services," "093 Property insurance," "030 Arbitration," "040 Marketing (including cross-selling activities between financial holding companies)," "059 Financial services sector's collection, processing and use in accordance with laws and regulations for financial supervision needs," "060 Financial dispute resolution," "061 Financial supervision, administration and inspection," "063 Non-government agencies' collection, processing and use of personal information in accordance with legal obligations," "069 Matters related to contracts, quasi-contracts or other legal relations," "090 Consumer, customer management and services," "091 Consumer protection," "098 Commercial and technical information," "104 Account management and debt trading activities," "113 Pleading, petition and report handling," "129 Accounting and related services," "135 Information (communication) services," "136 Information (communication) and database management," "137 Information and communication security and management," "148 Online shopping and other electronic commerce services," "157 Investigation, statistics and research analysis," "160 Certification business management (including OTP dynamic password and Global My B2B Digital Certificate)," "173 Other government agencies'

supervision and administration of targeted industries," "177 Other financial management services," "181 Other business activities in accordance with the business registration or Articles of Incorporation" (including business activities permitted by law or approved by the competent authorities) and "182 Other consulting and advisory services."

(ii) Categories of personal information collected:

Name, unified identity card number, tax resident status, country/region of domicile, tax identification number, gender, date of birth, correspondence information, biometric data (including without limitation facial features, fingerprints, digital veins and so forth), business activities and financial position (e.g. consumption volume, location and items, revenue, income, assets and investments, liabilities and expenses, credit rating, insurance details, financial transactions and so forth), mobile and online media information (e.g. mobile device identifier, mobile device location, social network information, IP address, web browsing history, Cookie and so forth), and other details such as relevant service applications or contracts, as related to the business dealings, accounts or services between the Bank and the Account Holder and as provided by or actually collected from the Account Holder or third parties (e.g. the Joint Credit Information Center ("**JCIC**"), entities with whom the Bank cooperates/partners, other entities with whom the Bank has business dealings and so forth). The Bank collects personal information from the Account Holder based on the needs of different business activities, accounts or services. Such personal information is classified into the following ten categories in accordance with the *Personal Data Protection Act Specific Purposes and Personal Data Categories* (個人資料保護法之特定目的及個人資料之類別) promulgated by the Ministry of Justice: identity information – C001 to C003 (such as name, phone number, bank account number, credit card number and unified identify card number); personal characteristics – C011 to C013 (such as gender and date of birth); family status – C021 to C024 (such as marital status and name of spouse); social status – C031 to C041 (such as address, property information, lifestyle, and residency certificate); education, examination-based qualifications, technical skills or other specializations – C051 to C053 (such as education and professional skills); employment status – C061, C062, C064, C066, C068 (such as employer, job title and salary); financial details – C081 to C089, C091 to C094 (such as gross revenue, gross income, loans, credit rating, foreign exchange transaction records and documentary credits); business information – C101 to C103 (such as type of business); health and other – C111, C115 to C116, C119 (such as medical reports, records of treatment and diagnosis); other information – C131 to C132 (such as unclassified data and emails).

(iii) Duration and locations of use, users, and means of use, of personal information:

1. Duration: the duration for which the specific purposes for collecting the personal information exist, the retention period required under relevant laws and regulations (e.g. the *Business Entity Accounting Act* (商業會計法)) or required for the Bank's business operations, or the retention period stipulated in individual contracts (whichever is the longest).
2. Locations: the local and overseas locations of the users set forth under "Users" below.
3. Users: (1) the Bank (including the Bank's overseas branches and affiliates, third party agencies engaged by the Bank); (2) entities using the personal information in accordance with relevant laws and regulations (e.g. Cathay Financial Holding Co., Ltd., i.e., the Bank's parent company, and its subsidiaries); (3) other entities engaging in related business activities (e.g. correspondent banks, JCIC, the National Credit Card Center of the Republic of China, the TCH, FISC, the Small and Medium Enterprise Credit Guarantee Fund of Taiwan, the Agricultural Credit Guarantee Fund,

the Bureau of Labor Insurance, international credit card organizations, credit card acquirers and contracted merchants and their statutory assistants, credit guarantee agencies, the Financial Ombudsman Institution, any person who intends to transfers assets and liabilities to the Bank, bear risks for the Bank, or merge with/acquire the Bank (or such person's agents or advisers), **other entities with whom the Bank has business dealings** (e.g. Google, Facebook and other social media platforms and advertising agencies), recipients of personal information transmitted internationally who are not subject to the restrictions imposed by the central government authorities of targeted industries); (4) authorities or agencies having jurisdiction or investigative authority over the foregoing parties under the law; and (5) other users agreed by the customer (e.g. companies engaging in co-marketing activities or sharing customer data with the Bank, or companies collaborating with the Bank on promotional activities).

4. Means of Use: by way of automated machines or other non-automated means in accordance with personal information protection laws.

(iv) The Bank will have the personal information undergo an appropriate de-identification process (e.g. outlier detection, randomization and k-anonymization) and/or take relevant protection measures when using personal information for the purpose of "157 Investigation, statistics and research analysis". The result of aforementioned usage shall not lead to any identification of any specific person.

3. Sources of personal information collected:

(1) Directly obtained from the Account Holder by the Bank; (2) made public by the Account Holder or third parties lawfully; and (3) obtained from third parties by the Bank (such as the legal representatives or statutory assistants of the parties involved, Cathay Financial Holding Co., Ltd. and its subsidiaries which share customer data with the Bank, companies collaborating with the Bank on promotional activities, groups co-branding credit cards with the Bank, and other entities with whom the Bank has business dealings).

4. Pursuant to Article 3 of the PDPA, the Account Holder may exercise the following rights with regard to the personal information retained by the Bank:

(i) Except for the circumstances provided in Article 10 of the PDPA, the Account Holder may make requests the Bank to access or review the information, or request the Bank to provide copies of such information, provided that the Bank may charge necessary costs and fees in accordance with Article 14 of the PDPA.

(ii) The Account Holder may request the Bank to supplement or correct the information, provided that the Account Holder shall provide the reasons and facts in relation to such request pursuant to Article 19 of the *Enforcement Rules of the Personal Data Protection Act* (個人資料保護法施行細則).

(iii) Pursuant to the fourth paragraph of Article 11 of the PDPA the Account Holder may request the Bank to cease collecting, processing or using the Account Holder's personal information in the event that the Bank has collected, processed or used such information in violation of the PDPA.

(iv) Pursuant to the second paragraph of Article 11 of the PDPA, in the event of a dispute over the accuracy of personal information, the Account Holder may request the Bank to cease processing or using the Account Holder's personal information. However, pursuant to the proviso of the same paragraph, the preceding sentence shall not apply where the personal

information is required for the performance of the Bank's services and such dispute has been notified, or to the extent consented to in writing by the Account Holder.

- (v) Pursuant to the third paragraph of Article 11 of the PDPA, when the specific purposes for collecting personal information no longer exist or the relevant time period expires, the Account Holder may request the Bank to delete or cease processing or using the Account Holder's personal information. However, pursuant to the proviso of the same paragraph, the preceding sentence shall not apply where the personal information is required for the performance of the Bank's services, or to the extent consented to in writing by the Account Holder.
5. If the Account Holder wishes to exercise the aforesaid rights as provided in Article 3 of the PDPA, he/she/it may contact the Bank's customer service (0800-818-001 or (02)2383-1000) or visit the Bank's website (<https://www.cathaybk.com.tw/cathaybk>) for further details on how to exercise such rights.
 6. The Account Holder may decide on whether to provide the relevant personal information and on the types of personal information to be provided. However, if the personal information or types of personal information that the Account Holder refuses to provide are necessary for transaction approval or operations, please understand that the Bank may not be able to provide the relevant services or better services to the Account Holder due to the Bank's inability to process the necessary approval or carry out the necessary operations.
 7. The Account Holder agrees that the Bank, within specific scopes such as fraud prevention, anti-money laundering and processing registered receiving accounts, etc., may collect, process, or use the personal information such as the "account opened with the Bank", the "registered receiving account," the number of times that the account is set as a registered receiving account, and the status of the account (including but not limited to watch-listed account and associated watch-listed account and account closure information) and that the Bank, within the scope of operations related to the registered receiving account, may provide the above information to financial institutions. The Account Holder also agrees that FISC may collect, process, or use the above personal information for the purpose of exchanging information with financial institutions.
 8. The Account Holder agrees that the Bank, within specific scopes such as fraud prevention and anti-money laundering, etc., may collect, process, or use the personal information such as the identity information ,the status of the account (including but not limited to watch-listed account, associated watch-listed account and account closure information) or the transaction information with financial institutions , etc., and that the Bank may report to or confirm the above information with relevant financial institutions and judicial authority through FISC.

Chapter 2 Deposit Service Terms and Conditions

I. Mutually Agreed Terms

The following terms and conditions are the general terms mutually agreed between the Account Holder and the Bank concerning deposit accounts, trust accounts and the use of various services provided by the Bank ("**Mutually Agreed Terms**"). These Mutually Agreed Terms are applicable to all deposit account transactions, trust account transactions and the various services between the Bank and the Account Holder, unless otherwise excluded or agreed with respect to specific deposit transactions and services.

1. General Provisions

The Account Holder may conduct deposit transactions and make transfers through an agent by issuing a power of attorney setting forth the scope of authority granted, except where the Bank is or could have been aware that the agent does not have the authority to act on behalf of the Account Holder.

2. Account Opening Conditions

- (i) Real name must be used in accordance with the *Name Act* (姓名條例) when opening any type of account, and the following items must be submitted to the Bank: identity documents and other account opening documents required by the Bank, recording the specimen stamp which will be used for all transactions with the Bank (hereinafter the "Authorized Signature Stamp," "Original Specimen Stamp"), a completed deposit slip and the funds to be deposited with the Bank. **Thereafter, should there be any change to the information provided to the Bank, the Account Holder shall carry out change procedures as required by the Bank. If the Account Holder fails to do so, thereby causing any inconvenience or damage, the Account Holder shall be held solely responsible.**
- (ii) Only natural persons or non-profit legal persons are allowed to open current savings accounts.
- (iii) If the Account Holder is a minor or an adult subject to statutory assistance, the legal representative or statutory assistant of the Account Holder shall agree that the Account Holder shall abide by the terms of this Agreement, as well as any other related terms subsequently and necessarily arising from the account opened or services (including Personal Mobile Banking App, Personal Online Banking Web Version Securities section Inquiry services, Online banking Insurance section Inquiry services, Online robo investment Inquiry services, Cathay FHC and Subsidiaries Data Sharing Consent, and Personal Mobile banking App/ Bank's Official website AI Chatbot Alpha services) used by the Account Holder. The Bank shall not be required to seek separate consent or acknowledgement from the legal representative or statutory assistant.
- (iv) A "Children Savings Account" is an NTD omnibus deposit account, but time deposit pledge services shall not be available for such account. The Account Holder shall be entitled to use the "Children Savings Account" until the day when he/she reaches his/her majority, upon which the Bank will automatically convert the "Children Savings Account" into an omnibus current deposit account.
- (v) The legal representative of a minor shall be jointly liable for damages arising out of the minor's default, unless the legal representative is able to prove that he/she has not been negligent in his/her supervision, in which case the legal representative shall not be liable for damages.

3. Authorized Signature Stamp

- (i) Unless otherwise agreed, all matters and transactions conducted by the Account Holder under this Agreement shall be effected on the strength of the Authorized Signature Stamp, or, where the Bank agrees, the Account Holder's signature. **Those who make withdrawals (or transfers), or request, change or discontinue the relevant services under this Agreement with the Bank on the strength of the Account Holder's Original Specimen Stamp shall be deemed the Account Holder's agent.**
- (ii) **With the Bank's consent, the Account Holder may use the specimen stamp of a third party (i.e., an authorized signatory) as part or all of the Account Holder's Original Specimen Stamp, provided that the Account Holder shall be solely responsible for any dispute or legal liability arising in connection with such third party, and such dispute or legal liability shall have no bearing on the Bank.**
- (iii) In the event of any change to the specimen stamp of the Account Holder or the authorized signatory, such change shall not become effective until the Account Holder or the

authorized signatory completes the procedures to change the Authorized Signature Stamp with the Bank.

- (iv) If the Account Holder is a legal person and **its legal representative is replaced due to death or other reasons, the Bank may suspend payments made on the strength of the Authorized Signature Stamp until the new legal representative duly completes the procedures to change the stamp.**
- (v) In the case of Authorized Signature Stamp opting for “refer to the original stamp of an existing account”, if the referenced stamp is changed or reported of loss in the future, all of account(s) referred to the stamp will be changed or reported of loss their specimen stamp(s) at the same time. The change of the referenced stamp will effect on effective date. If a stamp is no longer referenced to any other valid account after change, account closed, such stamp will be automatically rendered void.
- (vi) Unless otherwise agreed, the Authorized Signature Stamp of any deposit accounts could be applied to relevant business of time deposit.

4. Minimum Deposit Amount for Interest Accrual

The minimum deposit amount required to open a deposit account shall be stipulated by the Bank, unless otherwise provided by law (e.g. with respect to special accounts for political contributions). If the daily end of day balance of any account does not reach the minimum amount for interest accrual as stipulated by the Bank (with foreign currency current deposits subject to different minimum amounts for interest accrual set for the respective currencies), no interest will accrue on such account. (The current respective minimum amounts for interest accrual are as follows: NT\$10,000 for NTD current deposit accounts and NT\$5,000 for NTD current savings accounts. Different minimum deposit amounts apply to different currencies held in foreign currency current deposit accounts. The current minimum deposit amount is US\$100 for USD accounts, or the corresponding currency equivalent of US\$100 for all other currencies.) The Bank may change the minimum amounts for interest accrual based on business needs. Except for changes favorable to the Account Holder, the Bank shall make public any change to said minimum amounts on its official website or by way of public announcement in lieu of notice at least 60 days prior to the effective day of the change. The Account Holder agrees that any new minimum so adjusted shall apply.

5. End-of-Day (EOD) Cut-off Point on Account Day

- (i) For all NTD and foreign currency current and time deposit accounts, the cut-off point for deposit/withdrawal/transfer transactions, interest calculation, and service fee discounts for interbank withdrawals/transfers is 22:00 on each business day, which marks the end of each account day. However, the actual cut-off time will be based on the time when the account processing is completed in the Bank’s system.
- (ii) The preferential service fees for interbank withdraw and transfer shall be only available for domestic automated channels (including ATM, phone banking, Personal Online Banking and Corporate Online Banking). The Bank shall check the qualification of the Account Holder on the 5th of each month, and the preferential fees shall be available from the 6th of each month to the 5th of next month. If the 5th of the month falls on a holiday, the Bank shall check the qualification on the business day prior to the holiday, and the preferential period shall be adjusted accordingly. For service fee discounts for interbank transfers offered by marketing activities, the applicable automated channels and promotional period shall be subject to the terms and conditions specified in the campaign details.

6. Interest Rate

Unless otherwise agreed with the Bank, the interest rates for current deposits and time deposits shall be calculated based on the corresponding floating interest rates published by the Bank for deposits of different types, currencies and with different terms. The Bank may adjust the published interest rates as it deems necessary without any notice to or consent from the Account Holder, provided that such adjusted rates shall be posted on the Bank's business premises.

7. Interest Calculation

(i) Unless otherwise agreed, interest on current deposits and time deposits with the Bank in New Taiwan Dollars ("NTD" or "NT\$"), Hong Kong Dollars, British Pounds, Singapore Dollars, South African Rands and Thai Bahts shall be calculated daily based on the interest rate published by the Bank (or the agreed interest rate) divided by 365; interest on current deposits and time deposits in all other foreign currencies shall be calculated daily based on the interest rate published by the Bank (or the agreed interest rate) divided by 360. Interest on current deposits shall be calculated on June 20 and December 20 each year and then rolled over into the principal to accrue interest. Interest calculation dates will not be postponed to the next business day even if they fall on holidays. If the account is closed before an interest calculation date, interest shall be calculated based on the actual number of days during which funds are kept in the account.

(ii) **The daily interest calculation referred to Section 5(i) of Part I (Mutually Agreed Terms) of Chapter 2 shall be based on the end of day at cutoff point as referred to in paragraph (i) each day as well as the floating interest rates specified in section 5. The interest in NTD and JPY shall be rounded upwards to the nearest dollar; the interest rate in other foreign currency shall be rounded down to two decimal places. If the Account Holder sets up a time deposit and transfers funds from his/her/its current deposit account into the time deposit (including but not limited to electronic certificates of deposit, Omnibus Time Deposit) on a non-business day by automated channels (e.g. ATM, phone banking, Personal Online Banking and Corporate Online Banking), and agrees with the Bank that the Interest Start Date for the time deposit shall be the next business day, then the Bank agrees to include the amount converted to time deposit as part of the base amount for calculating interest on the current deposit account for the non-business day on which the conversion takes place.**

(iii) **If the Account Holder sets up a time deposit (including without limitation electronic certificate of deposit, Omnibus Time Deposit (as defined below)) by automated channels (e.g. ATM, phone banking, Personal Online Banking and Corporate Online Banking) whose maturity date falls on a non-business day, the Bank agrees that the amount of principal maturing on that day will still accrue interest on the same day based on the original time deposit interest rate and be included in the total principal and interest amount of the time deposit, and will not be included as part of the base for calculating interest on the Account Holder's current deposit account.**

8. Interest Payment

(i) Interest on any NTD or foreign currency time deposit (including physical certificate of deposit, paperless time deposit or any specific deposit whose deposit term is agreed with the Bank in any manner) set up by the Account Holder with the Bank will be calculated daily on the basis of simple interest based on the interest rates published (or agreed) by the Bank for the corresponding currency. Interest shall be paid as agreed. If there is no agreement in this regard, interest will be paid in one lump sum at maturity of the deposit.

- (ii) If a time deposit is rolled over (including an agreed automatic rollover), interest will be calculated based on the time deposit interest rate published (or agreed) by the Bank on the date of rollover (or renewal), unless another payment arrangement has been agreed upon, in which case such other arrangement shall apply.

9. Tax Withholding

If the Bank is required to withhold income tax, supplemental insurance premium or other taxes, or to issue tax withholding certificates, for the Account Holder under current tax laws and regulations, the *National Health Insurance Act* (全民健康保險法) and other such laws due to the Bank's payment of interest on the Account Holder's NTD or foreign currency deposits with the Bank, the Account Holder agrees that the Bank may carry out the withholding in accordance with the relevant regulations; should there be any addition or amendment to the applicable regulations or interpretation of tax laws and regulations, the *National Health Insurance Act* and other such laws, the Bank may withhold income tax, supplemental insurance premium or other taxes, or issue tax withholding certificates, in accordance with such newly added or amended laws. If the Account Holder is eligible for tax exemption, he/she/it shall complete all necessary procedures to enjoy any tax exemption.

10. Safekeeping of Passbook, Authorized Signature Stamp, Password, ATM card, Other Withdrawal Slips or Other Such Things

The Account Holder shall keep his/her/its passbook, Authorized Signature Stamp, password, ATM card, other withdrawal slips or other such things safe and confidential. If the Account Holder's passbook, Authorized Signature Stamp, password, ATM card, other withdrawal slips or other such things are lost, damaged, stolen, or taken by robbery or otherwise taken by dispossession, the Account Holder shall immediately carry out the procedures to report loss and stop payment with the Bank in person during business hours or by telephone. However, loss reporting of passbook, Authorized Signature Stamp, password and other withdrawal slips may only be carried out with the original branch with which the account was opened, unless the Bank agrees otherwise. Before the Bank accepts and completes the procedures for reporting loss and stopping payment, any payment already made or payment request already accepted shall remain binding on the Account Holder. However, if the Account Holder reports a loss by telephone, he/she/it shall complete the follow-up procedures in writing by the next business day.

11. Deposit of Funds

- (i) The Account Holder shall deposit funds by filling in a deposit slip. A separate slip shall be filled in if the Account Holder is also depositing a negotiable instrument in addition to cash. The negotiable instrument deposited shall be subject to the Bank's approval and shall only be deposited upon the Account Holder's endorsement. **If the Bank is unable to count the cash to be deposited immediately, the deposit will not be credited until the Bank finishes counting and confirms the accuracy of the deposit amount. Should there be any shortfall or discrepancy, the Account Holder must make corrections or make up the shortfall immediately. The Account Holder shall not leave the counter until he/she/it confirms that his/her/its copy of the deposit slip is correct, otherwise the Bank shall not be held liable for any error. The Bank shall have the right to decide whether to accept any type or form of cash or negotiable instruments being deposited in the account.**
- (ii) Negotiable instruments are deposited for collection by the Bank, are subject to the Bank's approval, and may only be deposited with the account number clearly indicated. Unless the Bank agrees otherwise, no funds may be drawn on a negotiable instrument until the Bank receives the funds and credits the amount to the account of deposit. **If the funds are not received by the Bank because the negotiable instrument is dishonored or**

due to any other disputes, the Bank may debit the instrument amount previously credited from the Account Holder's account. If the Account Holder has already withdrawn the amount, the Bank may debit the same directly from the Account Holder's deposits with the Bank.

- (iii) Upon the Bank's notice within reasonable processing time, the Account Holder shall collect the dishonored negotiable instrument and correct the record on the strength of the Authorized Signature Stamp. If the Account Holder fails to collect the dishonored instrument from the Bank or the Bank is unable to notify the Account Holder, the Bank shall not be under any obligation or liability whatsoever to exercise the rights arising from the instrument on behalf of the Account Holder.
- (iv) **If a negotiable instrument to be presented by the Account Holder for collection by the Bank is stolen, lost or damaged during transportation, the Account Holder agrees to authorize the Bank or the paying bank to carry out procedures to report loss and stop payment, make demands by public notice, obtain an invalidation judgment or do other such things on behalf of the Account Holder.**

12. Withdrawal

- (i) Unless otherwise agreed, the Account Holder may withdraw money from any branch of the Bank. To make a withdrawal, the Account Holder shall present a withdrawal slip with the Authorized Signature Stamp affixed thereto, together with the passbook, to the Bank for its records. The Account Holder may also withdraw money without his/her/its passbook by way of a withdrawal slip with the Authorized Signature Stamp affixed thereto (unless otherwise required by the Bank).
- (ii) To make a deposit or withdrawal, the Account Holder shall fill in the amount on the deposit/withdrawal slip printed by the Bank in such font and manner as required by the Bank, without leaving any space or making any correction. Where no place value is indicated on the deposit/withdrawal slip, the word "only" shall be added to the end of the amount. Number words such as "one" as in "one hundred thousand dollars" must not be omitted, otherwise the Bank may refuse payment.

13. Error and Return of Funds

- (i) If the Bank makes an error in processing a transfer or deposit, or if the Bank, its peer banks, the TCH, FSIC or other such organizations mistakenly deposit funds or deposit too much funds into the Account Holder's account due to an error in the account number, Account Holder's name or amount, or an operational error or a computer or equipment breakdown, the Bank may, upon discovery of such error, immediately recover the amount from the account and correct the account balance without notice to the Account Holder. If the Account Holder has withdrawn the funds, he/she/it shall immediately return the funds plus the interest thereon at such rate as determined by the Bank.
- (ii) If the Account Holder's account is put on a watch list by any judicial or prosecutorial authority and is later found by such authority to be used for criminal activities, the Bank shall have the right to directly return the amount to the appropriate person on the strength of the judicial authority's disciplinary document or judgment or in accordance with the relevant regulations of the competent authority.

14. Passbook

- (i) Each page of the passbook given to the Account Holder has a page number. The Account Holder must not tear off any page from, or make alterations to, the passbook without authorization. In the event of any inconsistency between (a) the deposit/withdrawal details, account balance or time deposit records shown in the passbook, or the balance amount

obtained by the Account Holder through enquiry, on the one hand and (b) the amount recorded by the Bank or the balance stored on the Bank's main computer file on the other, the latter shall prevail. However, after the Account Holder checks the transaction records provided by the Bank, if the Bank confirms that there is indeed an error in the amount or balance recorded by the Bank, the Bank shall make corrections.

- (ii) If the total number of transactions not updated into the passbook reaches 256, the Account Holder agrees that the Bank may consolidate all withdrawals into one entry and all deposits into another entry in the passbook.
- (iii) Once a deposit account is closed, the Bank shall affix the "Account Closed" stamp to, and punch holes in, the Account Holder's passbook before returning the same to the Account Holder.

15. Digital Savings Account

(i) Interest Rate

1. **For digital savings accounts, interest on balances of NT\$500,000 or less shall be calculated based on the interest rate for "digital savings accounts" as published by the Bank and in accordance with Sections 6 and 7 of Part I (Mutually Agreed Terms) of Chapter 2 of this Agreement; interest on any portion of balances in excess of NT\$500,000 shall be calculated based on the interest rate for "current savings" as published by the Bank and in accordance with Sections 6 and 7 of Part I (Mutually Agreed Terms) of Chapter 2 of this Agreement.**
2. **If the Account Holder uses the digital savings account as salary transfer account for, the Bank's preferential interest rate for salary transfer current savings accounts shall not apply.**

(ii) Termination of Services

If the Bank is to terminate its digital savings account services, it shall notify the Account Holder in writing one month in advance. If the Account Holder does not close his/her/its digital savings account by the notified effective date of the termination, the digital savings account will be automatically converted to a general current savings account on the effective date of the termination.

(iii) Service Fees

If the Account Holder applies for a digital savings account, he/she/it must also apply for automated transaction services such as ATM card, Online Banking Password and fund transfer. Once the digital savings account is opened, a service fee of NT\$50 will be imposed for each OTC cash or transfer transaction of NT\$30,000 or less which could have been conducted by automated means (except the first deposit for account opening).

- (iv) The Bank may adjust its various limits or amend other terms and conditions by way of announcement on its business premises or Personal Online Banking or Corporate Online Banking website without further notice to the Account Holder.

16. Current Savings Account for Salary Transfer

- (i) Where the Account Holder's employer instructs the Bank to process salary transfers, the Account Holder may open a current savings account for salary transfer ("**Salary Transfer Account**") with the Bank and enjoy all preferential treatments agreed between the

employer and the Bank. **However, if no salary is transferred into the account for two consecutive months, the Bank may directly convert the Salary Transfer Account to a general current savings account and all preferential treatments offered with respect to the Salary Transfer Account shall cease to apply.**

- (ii) The Account Holder opens only one Salary Transfer Account, interest shall be paid semi-annually. Interest on the account balance of NT\$1 million or less shall be calculated based on the preferential interest rate; interest on any portion of balances in excess of NT\$1 million shall be calculated based on the interest rate for "current savings" as published by the Bank. If the Account Holder uses securities current savings account or digital savings account as Salary Transfer Account, the preferential interest rate is not applicable.
- (iii) The preferential service fees for interbank withdraw and transfer shall be subject to the agreement between the Bank and the Account Holder's employer, and shall be only available for domestic automated channels (including ATM, phone banking, Personal Online Banking and Corporate Online Banking). The Bank shall check the qualification of the Account Holder on the 5th of each month, and the preferential fees shall be available from the 6th of each month to the 5th of next month. If the 5th of the month falls on a holiday, the Bank shall check the qualification on the business day prior to the holiday, and the preferential period shall be adjusted accordingly.
- (iv) **The Account Holder agrees that the Bank may provide information on the Account Holder's Salary Transfer Account to the Account Holder's employer for the purpose of processing salary transfers.**

17. Savings Account for Civil Servants and Teachers

- (i) Eligibility and Interest
 - 1. **If the Account Holder works in a government agency (including publicly elected representatives), state-owned enterprise, or public or private school at any level (hereinafter the "Agency/Institution") that processes its salary transfers through the Bank, the Account Holder may open a Savings Account for Civil Servants and Teachers. Interest on the account balance falling within the preferential treatment threshold (the "Threshold") stipulated by the Bank shall be calculated based on the interest rate for "2-year time deposits" as published by the Bank and in accordance with Section 8 of Part I (Mutually Agreed Terms) of Chapter 2 of this Agreement; interest on any portion exceeding the Threshold shall be calculated based on the interest rate for "current savings" as published by the Bank and in accordance with Sections 6 and 7 of Part I (Mutually Agreed Terms) of Chapter 2 of this Agreement.**
 - 2. **The Threshold as referred to in the preceding paragraph shall be NT\$700,000 (inclusive) in the case of formal employees and NT\$350,000 (inclusive) in the case of workers. Such accounts are limited to one deposit transaction per month and the deposit transaction must be conducted by an Automated Clearing House (ACH) transfer. The maximum deposit amount per month shall be NT\$10,000 in the case of formal employees and NT\$5,000 in the case of workers. The Account Holder may withdraw funds from the account at any time, provided that such withdrawn amount may not be redeposited back into the account in any manner.**
- (ii) Deposit Transfer

If the Agency/Institution previously processed its salary transfers through another financial institution and later switches to the Bank, the Account Holder may close his/her/its Savings Account for Civil Servants and Teachers with said financial institution and transfer the final balance recorded in the passbook of said closed account to the new Savings Account for Civil Servants and Teachers opened with the Bank by presenting the original copy of the passbook of the closed account, provided that each account is limited to one such deposit transfer.

18. Time Deposit

(i) Early Termination

The early termination of any time deposit requires a 7-day prior notice to the Bank unless the Bank agrees otherwise. Time deposits shall be settled in full in one lump sum upon early termination, and interest thereon shall be calculated on the basis of simple interest for the actual deposit period (including the days of any period of less than one whole month, same hereinafter) based on the interest rate published by the Bank on the date of the time deposit agreement (or on the date of rollover or renewal, as the case may be) as follows:

1. No interest shall accrue on deposits of less than one month.
2. Interest on deposits of one month (inclusive) to three months (exclusive) shall be calculated at 80% of the 1-month interest rate published by the Bank.
3. Interest on deposits of three months (inclusive) to six months (exclusive) shall be calculated at 80% of the 3-month interest rate published by the Bank.
4. Interest on deposits of six months (inclusive) to nine months (exclusive) shall be calculated at 80% of the 6-month interest rate published by the Bank.
5. Interest on deposits of nine months (inclusive) to one year (exclusive) shall be calculated at 80% of the 9-month interest rate published by the Bank.
6. Interest on deposits of one year (inclusive) to two years (exclusive) shall be calculated at 80% of the 1-year interest rate published by the Bank.
7. Interest on deposits of two years or more shall be calculated at 80% of the 2-year interest rate published by the Bank.

For time deposits to which the floating interest rates published by the Bank apply, interest shall be calculated based on the corresponding periodic interest rate set forth in the preceding paragraph. In addition, where the corresponding floating interest rates are adjusted during the actual deposit period, interest shall be calculated at intervals based on the corresponding new floating rates instead. **If a time deposit is subject to enforcement by a court or the Administrative Enforcement Agency in accordance with the law, or if the Bank asserts its rights to offset, the deposit shall be deemed to be terminated early.**

(ii) Large Time Deposit

1. When a certificate of deposit is rolled over or renewed (including automatic rollover or late rollover), if the amount reaches the "large time deposit" threshold announced by the Bank, interest shall be calculated based on the interest rate for large time deposits published by the Bank.

2. For certificates of deposit to which the floating interest rate for large time deposits applies, if the Bank cancels such floating rate prior to the maturity of the certificates, interest shall be calculated based on the floating interest rate for general deposits instead from the date of cancellation.
3. For certificates of deposit to which the published floating interest rate for large time deposits applies, if the Bank adjusts the large time deposit threshold prior to the maturity of the certificates, interest shall be calculated based on the published floating rate for large time deposits applicable to the original deposit amount; if such rate is not available, the floating interest rate for general deposits shall apply instead.

19. Foreign Exchange Declaration

- (i) The Account Holder shall be responsible for checking whether all foreign exchange transactions conducted through the Bank have been done so in accordance with the law. If a transaction is required be declared to the Central Bank of the ROC ("**CBC**"), the Account Holder shall truthfully complete the Declaration Statement of Foreign Exchange Receipts and Disbursements or Transactions in accordance with the *Regulations Governing the Declaration of Foreign Exchange Receipts and Disbursements or Transactions* (外匯收支或交易申報辦法). If the Account Holder fails to do so, he/she/it may be fined in accordance with the *Foreign Exchange Regulation Act* (管理外匯條例). If the Bank files the declaration on behalf of the Account Holder to the extent permitted by law, the Account Holder shall accept the declaration as is without objections. If the Account Holder authorizes an agent to file the declaration on his/her/its behalf, the authorized agent shall present the Power of Attorney issued by the Account Holder as well as the identity documents of the Account Holder and the agent for the Bank's verification, and file the declaration in the name of the Account Holder.
- (ii) Upon filing a foreign exchange declaration, the Account Holder shall be solely responsible for any foreign exchange transaction that cannot be settled due to regulatory restrictions or the Account Holder's settlement limit being exceeded. If the Bank is aware that the transaction amount exceeds the settlement limit at the time, the Bank shall have the right to reject the transaction. Even if the Bank has accepted the transaction for any reason whatsoever, the Account Holder agrees that the Bank may reverse the portion of settlement amount in excess of the Account Holder's limit in such manner as the Bank deems appropriate.
- (iii) **If the Account Holder uses any electronic services provided by the Bank (e.g. phone banking, Personal Online Banking Web Version, Personal Mobile Banking App, Global MyB2B and Global MyB2B App) to conduct electronic foreign currency transactions, the corresponding transaction limits set forth in the Foreign Currency Electronic Transaction Limit Table published by the Bank shall apply. In the event of any change to such transaction limits (except changes to the law or changes announced by any competent authorities), the Bank shall post the change on its business premises or website 30 days prior to implementation.**

20. Inward Foreign Currency Remittance

- (i) When an inward foreign currency remittance is made to the Account Holder, as long as the Account Holder's name in English and the account number indicated in the telegraphic remittance instruction are consistent with the information provided by the Account Holder at the time of account opening, the Bank may directly credit the amount to that account of the Account Holder without obtaining the Account Holder's signature on the inward remittance advice. However, the Account Holder is still required to inform the Bank of the nature of the foreign currency remittance. Upon payment into the Account Holder's

account, the remittance shall be deemed to have been received by the Account Holder. The Account Holder shall not make any objection on the grounds that the inward remittance advice has not been signed thereby. **If the receiving account indicated in the telegraphic remittance instruction is an NTD account, the Account Holder agrees that the remittance amount shall be converted at the buying rate of the remittance currency published by the Bank at the time of payment. The Account Holder shall be solely responsible for any loss or dispute arising from currency fluctuations.** However, if the total foreign exchange settlement amount on a given day reaches NT\$500,000 (or its foreign currency equivalents), in which case the Declaration Statement of Foreign Exchange Receipts and Disbursements or Transactions and a declaration to the CBC will be required, then the Account Holder shall be required to complete the relevant form(s) and file the declaration with the Bank in person. **The Account Holder authorizes the Bank to debit all applicable fees payable by the Account Holder directly from the remittance amount or from the Account Holder's deposit account with the Bank.**

- (ii) If an inward foreign currency remittance cannot be completed as a result of incomplete or incorrect information about the sender/receiver, being unable to contact the receiver to obtain the necessary information for foreign exchange declaration, or other reasons not attributable to the Bank, and the issue cannot be resolved within one month of the effective day of the inward remittance, the Account Holder agrees that unless otherwise agreed, the Bank may return the remittance directly after deducting all applicable fees.
- (iii) The inward remittance message is subject to the information specified in the SWIFT message. If the Bank does not receive the funds on the effective date as indicated in the inward remittance message, the Account Holder agrees that the date on which the remittance funds will be released and credited to the account shall be the date on which the Bank confirms receipt of the funds.

21. Fees and Charges

- (i) **If the Account Holder uses any services specified in this Agreement, he/she/it shall pay fees for such services at the agreed rates, which are set forth in the Fee Schedule (No.06/25-1) attached hereto and posted on the Bank's business premises or website. In the event of any change to any fees, the Bank shall post the change on its business premises or website 60 days prior to implementation (in lieu of notice). However, the foregoing provision shall not apply to changes pursuant to any announcement made by FISC, the BOT, the TCH or any competent authorities, or changes that are favorable to the Account Holder.**
- (ii) **All costs incurred by the Bank in any litigation, arbitration, mediation and other negotiations with any third party for any reason not attributable to the Bank arising from the Bank's performance of any transactions with the Account Holder under this Agreement (including without limitation attorney's fees, costs of litigation, arbitration or mediation, and other administrative fees) shall be borne by the Account Holder.**
- (iii) **Unless otherwise agreed, the Account Holder authorizes the Bank to debit any payments or fees payable by the Account Holder to the Bank under this Agreement (including without limitation principal, interest, late penalties, service charges, cable charges, acceptance fee, discount interest, commitment fee, penalties for dishonored cheques, service charges for cancelling records of dishonored cheques, services charges for bouncing cheques deposited and other payable amounts) directly from any of the Account Holder's deposit accounts without prior notice.**

22. Changes to Contact Information

- (i) **The Account Holder shall notify the Bank immediately if there is any change to the Account Holder's email address, correspondence address and mobile phone number. If the Account Holder has an Online Banking Password, he/she/it may use Online banking or the service hotline provided by the Bank (02-2383-1000 or 0800-818-001, not applicable in the case of changes to mobile phone numbers) to make such changes to avoid any delay or error in delivering any notices, letters, account statements, advices or other such communications. Any notice or letter from the Bank to the Account Holder shall be deemed duly served and effective following the lapse of a normal delivery period after the same is sent to the address or email address last notified by the Account Holder. Any interest or late penalties on bills or other losses arising from any incorrect information provided by the Account Holder about his/her/its email address, correspondence address or mobile phone number or his/her/its failure to notify the Bank of any changes to such information shall be borne solely by the Account Holder, and shall have no bearing on the Bank.**
- (ii) **The statement delivery method, email address, correspondence address, and mobile phone number specified or provided by the Account Holder in a change application form shall be simultaneously updated and used as the basic information for all business dealings with the Bank.**

23. Control Mechanism for Mobile Phone Number and Email Address of Natural Person Account Holders

The natural person account holders agree and understand that the Bank will implement the following control mechanisms for mobile phone number and email address of natural person account holders in order to ensure the security of information and account:

- (i) A natural person account holder must not provide the Bank with a mobile phone number that is not his/her own, and must not share the use of this phone number with others unless otherwise agreed by the Bank.
- (ii) A natural person account holder must not provide the Bank with an email address that is not his/her own or has an email domain of Cathay Financial Holdings and its subsidiaries (hereinafter referred to as "Cathay Group Domain"), and must not share the use of this email address with others unless otherwise agreed by the Bank.
- (iii) If it's found that the mobile phone number provided by the natural person account holder is "obviously wrong or invalid" or the email address has a "Cathay Group Domain", the account holder shall update the mobile phone number/email address within one month after being notified by the Bank. The Bank will suspend the delivery of notices/letters/account statements/advices to such mobile phone number and email address if the natural person account holder fails to update the information by the specified deadline. The foregoing "obviously wrong or invalid" includes but not limited to the mobile phone number being less than 10 digits or unavailable.

24. Delivery of Account Statements/Bills/Advices/Tax Withholding Certificates

- (i) Unless otherwise agreed, the Bank shall, on a regular basis and in such manner as agreed between the Bank and the Account Holder, deliver or grant access to all account statements/bills/advices/tax withholding certificates (Note) or other such documents which must be delivered by the Bank to the Account Holder in accordance with applicable laws or agreements, or due to the nature of the relevant services provided, for the current and future business dealings with respect to deposits, loans, wealth management, credit cards and other such dealings between the Bank and the Account Holder. If the Account Holder

does not receive the account statements/bills/advices/tax withholding certificates for the current period, he/she/it shall notify the Bank immediately.

- (ii) The Account Holder shall verify the contents of the account statements/bills/advices/tax withholding certificates or other such documents immediately upon receipt of the same. Upon verification, if the Account Holder believes there is any error in any of the statements or other documents, he/she/it shall notify the Bank in writing or in such other manner as agreed by the applicable deadline (counting from the date of receipt) as specified in the statement or document in question, otherwise the statements or documents delivered shall be deemed accurate.
- (iii) The Account Holder may request the Bank to deliver account statements or transaction advices in the form of electronic statements/electronic transaction advices to the email address designated by the Account Holder. The Account Holder understands and agrees that if the request is successful, electronic statements/electronic transaction advices will replace paper statements or transaction advices and will have the same effect as paper documents delivered by post. The Account Holder shall not claim that such electronic documents are invalid due to the absence of any element of being in written form, nor shall the Account Holder claim that the Bank fails to perform its obligation to deliver account statements/transaction advices. The Bank may notify the Account Holder of any changes to various service terms, relevant rights and interests or offers or other such changes made in accordance with the various service terms or applicable laws or due to the nature of the services provided in an electronic statement or other emails sent to the aforementioned email address designated by the Account Holder.
- (iv) **Electronic statements or electronic transaction advices delivered by the Bank to the email address designated by the Account Holder shall be deemed duly delivered once the electronic statements or electronic transaction advices enter the email system. If transmission fails for reasons not attributable to the Bank (including without limitation incorrect email address, failure to inform the Bank of any change to or cancellation of email address or failure of the designated email system), such electronic statements or transaction advices shall be deemed duly delivered at the time of sending.**
- (v) The Bank shall deliver the statements/advices in the manner as agreed between the Account Holder and the Bank. If such manner is postal mail (to the correspondence address provided by the Account Holder to the Bank) and the mail is returned due to no such person or wrong address, the Account Holder agrees that the Bank may suspend postal delivery to prevent the Account Holder's Information from leakage. After the Account Holder changes his/her/its information provided to the Bank, the Bank will revert to delivering the statements/advices. The same shall apply if the agreed delivery manner is email (to the email address designated by the Account Holder) and the email is returned due to no such person and wrong email address.
- (vi) The Account Holder may change the statement and advice delivery method by notice to the Bank at any time. Once the change is made, delivery will be made in accordance with the updated method from the month following the application date (or from the next billing date in the case of credit card statements). However, in the event of any misconduct, the Bank shall have the right to modify or terminate the Account Holder's right to use the Bank's electronic statement service and revert to delivering paper statements by post without prior notice.
- (vii) The Account Holder agrees that, due to the consolidation of systems, statements or other reasons, after 60 days of the announcement on the Bank's website, the Bank may combine multiple statements into a single statement, and deliver by one of the delivery methods agreed upon by the Account Holder and the Bank for any business dealing.

- (viii) If any of the following circumstances arise, the Bank shall have the right to temporarily suspend or discontinue delivery of electronic statements, provided that the Bank will resume the service as soon as possible to ensure that the Account Holder's rights and interests are not prejudiced:
1. Necessary maintenance of the systems and equipment used by the Bank to produce electronic statements.
 2. Unexpected breakdown or failure of relevant systems and equipment, or line failure on the part of the Bank's vendor.
 3. Inability to provide electronic statements due to force majeure such as natural disasters.

Note: Unless otherwise agreed, "account statements" as referred to in this provision includes:

1. Omnibus account statements: including account statements, loan statements, and wealth management statements with respect to all NTD or Foreign Currency Deposit Account accounts, but excluding all types of loan notifications/interest payment certificates, collective management account and credit card statements.
2. General statement: including cheque deposit statements, all types of account statements or other such documents with respect to all NTD or foreign currency deposit accounts opened with the Bank, account statements of transactions through automated channels (such as online banking, phone banking and ATM) and wealth management statements, but excluding all kinds of advices/overseas earning advices .
3. Loan notifications: including all types of notifications/loan interest payment certificates with respect to all loans processed, but excluding interest payment notices under which loan principal and interest are to be directly debited.
4. Credit card (excluding corporate credit cards) statements: including credit card statements and Debit Card statements, which are limited to primary card holders only.
5. Advice/Tax withholding certificates: including all kinds of advice/loan interest payment certificates/overseas earning advices/tax withholding certificates, but excluding income from contest and game prizes, or lucky draw prizes, and foreigner deposit interest income.

25. Restrictions on Transfer and Pledge

The Account Holder's passbook, ATM card and any other transaction slips must not be transferred or pledged to any other person. The Account Holder's deposit accounts, investment accounts with the Bank, or other creditor's claims or other rights against the Bank which are available to the Account Holder under this Agreement (except negotiable certificates of deposit), shall not be transferred or pledged to any other person without the Bank's written consent.

26. Offset

If the Account Holder fails to repay any of his/her/its debts to the Bank when due or all of the debts declared due by the Bank in accordance with relevant agreements, or an event of default occurs, or the Bank deems necessary (e.g. the Account Holder engages in illegal activities or suspected money laundering transactions using various types of accounts, or the Bank is entitled to exercise its right of offset pursuant to applicable laws or relevant

agreements), the Bank may, at any time, terminate all deposits (including time deposits, cheque deposits and current deposits) and other terms (i.e., the Account Holder's deposits or rights and interests, which shall be deemed to have reached maturity) under this Agreement by prior or summary notice to (but without the consent of) the Account Holder. In such event, the Bank may, in accordance with applicable laws, offset the outstanding balance in the relevant account(s) against other rights and interests claimed by the Account Holder against the Bank, or dispose of said balance as necessary, or offset said balance against the debts owed by the Account Holder to the Bank. The Bank may notify the Account Holder upon offset. After the Account Holder receives the Bank's notice of intent to offset, the passbook, all certificates of deposit and other certificates of claim issued by the Bank to the Account Holder shall be null and void retroactively from the time and to the extent of the offset. If the Account Holder's deposits and his/her/its debts to the Bank are in different currencies, the offset amount shall be denominated in the currency of the debts. The Account Holder further agrees that for the purpose of carrying out the offset, the Bank may convert the offset amount into the currency of the debts based on the exchange rate last published by the Bank on the date of offset. If the offset amount is insufficient to cover all debts owed by the Account Holder to the Bank, the offset shall be carried out in the manner set forth in Articles 321 to 323 of the *Civil Code* (民法). However, if the order of priority and manner in which the offset is to be carried out as designated by the Bank are more favorable to the Account Holder than those under Article 323 of the *Civil Code*, then the order and manner designated by the Bank shall apply.

27. Seizure of Deposits

If any of the Account Holder's claims over deposits or other claims against the Bank are subject to interim seizure, interim injunction, enforcement or other legal proceedings initiated by any government authority or third party, unless otherwise agreed, the Bank may effect the seizure and release the funds in the following order: NTD current deposit, NTD time deposit, foreign currency current deposit and foreign currency time deposit. If there are more than one time deposits or if a foreign currency (current/time) deposit account covers several currencies, the Bank shall decide the order in which to effect the seizure and funds release.

28. Line Errors

The Bank shall not be liable for any error or delay in any services provided or transactions conducted by the Bank due to telecommunications breakdown, power outage, internet outage or computer breakdown, third party conduct or any other reasons that are not attributable to the Bank.

29. Statement of Data Usage among Subsidiaries of Cathay Financial Holding Co., Ltd.

- (i) Where the Account Holder commenced his/her/its business dealings with the Bank on or after June 6, 2014, the Account Holder understood that the personal information about him/her/it which may be lawfully collected, processed, used or shared by the Bank with Cathay Life Insurance Co., Ltd., Cathay Century Insurance Co., Ltd., Cathay Securities Corporation Ltd. and Cathay Securities Investment Trust Co., Ltd. is limited to the Account Holder's name and address (including email address). Other personal information about the Account Holder shall be handled in accordance with the applicable provisions of the PDPA. If the Account Holder commenced his/her/its business dealings with the Bank on or before June 5, 2014 and has not exercised his/her/its right to exit (based on the Account Holder's latest notice of intent), the information that the Bank and the companies mentioned above may share or use is limited to the basic information about the Account Holder.
- (ii) In the event of any change to the Account Holder's information, the Account Holder may notify the Bank or the aforementioned companies of such change at any time,

and may request the Bank or the aforementioned companies to cease sharing or utilizing (including collecting, processing and using) such information. (Toll-free number 0800-818001)

- (iii) **The Account Holder agrees that Cathay Financial Holding Co., Ltd., i.e., the Bank's parent company (hereinafter the "Parent Company"), may obtain the Account Holder's information from the Bank to build a database and perform business analyses for the purposes of managing the businesses in which it has invested and controlling risks, provided that none of the Account Holder's transaction information shall be disclosed to any other subsidiaries or third parties without the Account Holder's consent.**

30. Confidentiality Statement

All information about the Account Holder held by the Bank is obtained, with the Account Holder's consent or in accordance with the express provisions of various contracts and documents entered into with the Account Holder, by the Bank in the course of its marketing activities and transactions with the Account Holder. The information so obtained shall be securely kept in the database systems of the Parent Company, other subsidiaries under the same Parent Company, or any third party engaged by the Bank, the Parent Company or other subsidiaries under the same Parent Company to manage their information systems. In addition to using SSL protocol to encrypt data in transit, passwords shall also be stored as "DES scrambling codes" to prevent illegal hacking by third parties or any illegal use internally. The Account Holder's information may only be used for the purposes of providing the Account Holder with holistic and diversified financial products or services or as permitted by law. No unauthorized person may access, share or use the Account Holder's information through the access control system. In the event of any change to the Account Holder's information, the Account Holder may, at any time, request by notice to the Bank or the subsidiaries under the same Parent Company that the information be amended. If the Account Holder no longer wishes to receive communications about financial products or promotional activities, he/she/it may also notify the customer service center of the Bank or other subsidiaries under the same Parent Company, upon which the Bank or subsidiaries shall stop sending advertising communications to the Account Holder.

31. **Anti-Money Laundering/Countering the Financing of Terrorism/Economic and Trade Sanction Clauses**

Under the following circumstances, the Bank shall not be liable for any damages to the Account Holder or Related Parties (as defined below) for implementing measures (including without limitation reviews, investigations and filings on a regular basis and/or from time to time) against the Account Holder, members of the Account Holder's group, as well as the Account Holder's beneficiary owner, officials, related persons (such as agents, representatives, joint and several borrowers, guarantors, joint and several guarantors, general guarantors, joint issuers, bill debtors, joint and several debtors, collateral providers and authorized persons) and transaction counterparties (each a "Related Party," collectively "Related Parties") for the purposes of risk management, cooperating with and implementing international anti-money laundering (AML) operations, combating the financing of terrorism (CFT) and countering proliferation financing (CPF) to the extent permitted by law (including without limitation the *Money Laundering Control Act* (洗錢防制法), the *Counter-Terrorism Financing Act* (資恐防制法), the *Regulations Governing Anti-Money Laundering of Financial Institutions* (金融機構防制洗錢辦法), the *Regulations Governing Internal Audit and Internal Control System of Anti-Money Laundering and Countering Terrorism Financing of Banking Business and Other Financial Institutions Designated by the Financial Supervisory Commission* (銀行業及其他經金融監督管理委員會指定之金融機構防制洗錢及打擊資恐內部控制與稽核制度實施辦法), and the *Specimen of*

Guidelines Governing Anti-Money Laundering and Combatting the Financing of Terrorism by the Banking Sector (銀行防制洗錢及打擊資恐注意事項範本):

- (i) Where the Account Holder or Related Party involved is an individual, legal person or group subject to economic or trade sanctions by any country or international organization, or is a terrorist or terrorist group identified or pursued by the government where it is located, any foreign government or any international anti-money laundering organization, then the Bank may suspend the Account Holder's business relationships and transactions, and bar the Account Holder from continuing to draw down on any credit facility, or reduce the amount of any credit facility or shorten any loan tenor, or deem such facility/loan mature in whole or in part, accelerate the maturity of such facility/loan, prohibit the Account Holder from opening new accounts and using new products or new services, or directly close the account or terminate all business relationships.
- (ii) During and after the establishment of business relationships, when the Bank conducts regular and/or ad hoc reviews or when the Account Holder conducts any transaction with the Bank, or when the Bank deems necessary (including without limitation where the Account Holder is suspected of engaging in unusual transactions, or is involved in illegal activities, suspected money laundering or terrorism financing activities or special cases involving illegal activities reported by the press), the Bank may request the Account Holder to provide necessary information on the Account Holder and Related Parties (including personal information required for the review), as well as a statement on the transaction nature, transaction purpose and the source of funding, within the period prescribed by the Bank. If the Account Holder refuses to provide or delays in providing the aforesaid information, or if the Bank otherwise deems necessary (such as for risk control purposes, or where the Account Holder is involved in any illegal activities, suspected money laundering activities, terrorism financing activities or proliferation financing activities, or where the account in question relates to special cases involving illegal activities reported by the press), the Bank may suspend the Account Holder's business relationships and transactions, and bar the Account Holder from continuing to draw down on any credit facility, reduce the amount of any credit facility or shorten any loan tenor, or deem such facility/loan mature in whole or in part, accelerate the maturity of such facility/loan, prohibit the Account Holder from opening new accounts and using new products or new services, or directly close the account or terminate all business relationships.
- (iii) The Bank may communicate, among the Bank, its branches, affiliates, and other parties permitted by law or the competent authorities (each a "Recipient"): any information on the Account Holder where he/she/it is suspected of money laundering, is subject to economic or trade restrictions/sanctions by any country or international organization, or has a special status subject to the Bank's control; any information on any transactions with the Account Holder (where he/she/it relates to the foregoing) and the Bank; or any information on the Account Holder and Related Parties, for confidential use (including without limitation for the purposes of providing any related services, data processing, or statistical and risk analysis). Each Recipient may process, transfer or disclose such information as required by law, the competent authorities or legal proceedings.

32. ***Statement of Compliance with the United States (U.S.) Foreign Account Tax Compliance Act (FATCA)***

- (i) The Account Holder understands that any false statement about his/her/its U.S. tax status will be subject to penalties of perjury under U.S. laws. The Account Holder

agrees to truthfully declare his/her/its tax status under U.S. tax law. The definition of "U.S. tax status" shall be that which is provided under U.S. tax law (including without limitation U.S. companies, legal entities, citizens, residents, green card holders and bona fide residents).

- (ii) Unless the Account Holder declares his/her/its U.S. tax status in an application form, the Account Holder shall be deemed to have declared that he/she/it "does not" have a U.S. tax status that is subject to U.S. federal income tax regulations.
- (iii) The Account Holder agrees to voluntarily notify the Bank within 30 days if he/she/it becomes a U.S. company, legal entity, citizen, resident, or obtains U.S. permanent residency or any other U.S. tax status.
- (iv) The Account Holder shall be obligated to provide truthful information in his/her/its voluntary notifications, or when the Bank has reasonable doubts and thus inquires about his/her/its U.S. citizenship or other U.S. tax status. The Account Holder also agrees to truthfully complete and sign all relevant U.S. IRS forms such as Form W-9, Form W-8BEN or Form W-8BEN-E, and issue and provide to the Bank all necessary documents as required by applicable U.S. tax law. If the Account Holder fails to perform said obligations, the Account Holder agrees to indemnify the Bank against any expense, loss, penalty or other similar payments that may be incurred/paid due to its failure to comply with applicable U.S. tax law.

33. Common Reporting Standard under the CRS (as defined below)

The Account Holder acknowledges and understands that the Bank shall adopt relevant measures as required by the *Regulations Governing the Implementation of the Common Standard on Reporting and Due Diligence for Financial Institutions* (金融機構執行共同申報及盡職審查作業辦法) ("CRS"). The Account Holder agrees that in order to comply with the CRS and other such regulations, the Bank may collect, process, use and transmit internationally the information required by the CRS (including without limitation information relating to the Account Holder's personal or account transactions), and report the aforementioned information to the relevant tax collection authority or an agency authorized thereby, for the purpose of reporting such information to the competent tax authority of the jurisdiction of the Account Holder's tax residence. The Account Holder further understands that pursuant to Article 46-1 of the *Tax Collection Act* (稅捐稽徵法), the Ministry of Finance or its authorized agencies may impose a fine if an agency, institution, organization, enterprise, or individual (each an "offender") violates paragraph 3 of Article 5-1 of the *Tax Collection Act*, and avoids, hinders, or refuses investigation or inquiry by the Ministry of Finance or its authorized agencies, or fails to submit relevant information and documents required, and may give notice to such offender that he/she/it must cooperate within a given time limit. If the offender fails to cooperate, he/she/it may be fined for each and every infraction. The Account Holder shall ensure that he/she/it fully understands the local laws (including without limitation tax or accounting-related regulations) of the country of the foreign address provided thereby to the Bank. If the Account Holder fails to comply with, or violates, the laws of said country, any loss or legal liability so caused shall be borne solely by the Account Holder, and such loss or liability shall have no bearing on the Bank.

34. Outsourcing

The Account Holder hereby agrees that to the greatest extent permitted by law and to the extent necessary, the Bank may engage third parties (including ROC and overseas third parties (including cloud service providers)) to carry out part or all of the business matters relating to the transactions between the Account Holder and the Bank (including without limitation matters relating to the Bank's transactions or operations such as: marketing; administration;

telecommunications; computer operations; data (including customer data) entry, processing or export; collateral or real estate valuation, delivery, auctioning or other such operations; outsourcing debt collection; information systems development, monitoring and maintenance; logistics (including without limitation trade finance (such as issuance or negotiation of letter of credit, and import/export collection)); valuation, classification, consolidation, and sale of bad debts; document scanning services; data input; form printing, packing and sealing, delivery and posting; remittance and transfer; deposit; payment; exchange; credit reporting; collection). The Account Holder further agrees that the Bank may, to the extent necessary, provide the Account Holder's information (i.e., customer data, including information about the Account Holder, personal information about the Account Holder provided by the Account Holder, credit line information and transaction information) to the third parties engaged by the Bank to carry out business matters on its behalf. The Account Holder agrees that this clause shall remain in force even if there is any change to the partnership relationship, name or organizational structure of the Bank or other third parties.

35. Use of Data and Special International Data Transmission and Requirements

- (i) Use of personal information: the Account Holder represents and warrants that before the Account Holder (in the case of a legal person) provides to the Bank the personal information about its representative, directors, supervisors, managers or employees, the Account Holder has already provided to such persons the Bank's Notification of the Collection, Processing and Use of Personal Information and has confirmed that such persons fully understand the contents of the Notification of the Collection, Processing and Use of Personal Information. The Account Holder further confirms that where he/she/it provides any data about any individual, he/she/it has obtained such individual's consent to the Bank's collection, processing, use and international transmission of such data. If the data provided by the Account Holder is stolen, leaked, tampered with or otherwise breached by an organization or personnel other than the Bank, the Bank shall notify the Account Holder in an appropriate manner as soon as possible. In addition, if the Account Holder requests the Bank to provide the data flow information thereto, the Bank shall immediately provide to the Account Holder the list of organizations or personnel to which the data has flowed.
- (ii) The Account Holder agrees that the Bank has the right to amend the Notification of the Collection, Processing and Use of Personal Information, and that the Bank may inform the Account Holder of, or pass on to the Account Holder, the amendment summary and designated website by way of oral or written communication, telephone, SMS, email, fax, electronic document, announcement at branches and on websites or other means that are capable of informing the Account Holder or allowing the Account Holder to be informed (including without limitation providing the Account Holder with the link to the website where the Notification of the Collection, Processing and Use of Personal Information is posted by the aforementioned means).
- (iii) If the Account Holder is subject to the laws, regulations and restrictions of another country due to his/her/its residency or nationality of such country or due to any other reasons not attributable to the Bank, the Account Holder agrees that the Bank may collect, process, use and internationally transmit his/her/its personal information and information relating to his/her/its account transactions, and may carry out all necessary procedures, in accordance with the laws, regulations and restrictions of such country. The Account Holder shall ensure that he/she/it fully understands the local laws (including without limitation tax or accounting-related regulations) of the country of the foreign address provided thereby to the Bank. If the Account Holder fails to comply with, or violates, the laws of said country, any loss or legal liability so caused shall be borne solely by the Account Holder, and such loss or liability shall have no bearing on the Bank.

36. Changes to the Agreement

- (i) **In the event of any amendment or addition to, or deletion from, the terms of this Agreement, the Bank shall notify the Account Holder in writing or post the change on the Bank's business premises or website (in lieu of notice) prior to the effective date of such change, unless otherwise provided by law, the requirements of the competent authorities or in this Agreement. If the Account Holder does not agree to the amendment, addition or deletion, he/she/it may terminate this Agreement, all deposits, transactions and other services prior to the effective date of the change and carry out the relevant termination procedures with the Bank; otherwise the Account Holder shall be deemed to have agreed to such amendment, addition or deletion.**
- (ii) If the addition or amendment to, or deletion from, this Agreement concerns an addition to or modification of the services under this Agreement by the Bank, the Account Holder shall automatically be entitled to the additional or modified services, unless separate applications are required under the law or by the Bank.

37. Termination

- (i) Except for time deposits or otherwise agreed, either the Bank or the Account Holder may terminate at any time various deposit accounts and services under this Agreement, and the termination shall become effective upon service of notice of termination. To exercise the foregoing termination right, the Account Holder must carry out the relevant procedures at the Bank in person, unless otherwise agreed by the Bank or the conditions for closing an account online as set forth in Section 6 of Part V (Terms and Conditions for Personal Online Banking Operations) of Chapter 3 are met. The Bank shall then refund the balance in the account to the Account Holder. In the case of terminating a cheque deposit account, the Account Holder shall also return all unused cheques to the Bank.
- (ii) **All rights and obligations arising from any transaction conducted by the parties or the information about which has been received by the Bank prior to the termination of this Agreement shall not be affected.**
- (iii) **If the Account Holder is deceased, dissolved, ceased business, terminated, nullified, cancelled or withdrawn its registration or recognition, or bankrupt, liquidated, this Agreement shall be deemed terminated, and the inheritor, receiver, liquidator, or the persons in charge shall carry out the account closing procedures in accordance with applicable laws and regulations, without the Bank's further notice.**
- (iv) **If any of the individual clauses relating to specific services under this Agreement are terminated by the Account Holder or the Bank, other clauses shall remain effective.**
- (v) In the event that The Account Holder becomes subject to the order of the commencement of guardianship/assistantship, the Account Holder and the guardian/assistant shall proactively notify the Bank and complete the relevant procedures required by the Bank to verify the identities of the Account Holder and the guardian/assistant (including but not limited to changing the Authorized Signature Stamp and providing ID documents). Until such procedures are completed, the Bank may refuse to engage in any business transactions with the Account Holder and may restrict the use of the account in order to protect the rights and interests of the Account Holder. If the Account Holder and the guardian/assistant have made any concealment or nondisclosure, the Bank shall not be liable for any losses resulting from transactions carried out in accordance with the instructions of the Account Holder or their agent/authorized signatory.

38. Merger, Transfer of Business, General Succession

In the event of a merger, transfer of business or general succession between the Bank and other financial institutions, the Account Holder agrees that all prior contracts and agreements between the Account Holder and the other financial institutions shall become null and void from the effective date of the merger, transfer of business or general succession, and the relevant requirements and terms of the Bank shall apply instead.

39. Financial Consumer Dispute

In the event of a financial consumer dispute initiated by the Account Holder against the Bank over the products or services set forth in this Agreement, it is agreed that the dispute resolution process established by the ombudsman body as referred to in the *Financial Consumer Protection Act* (金融消費者保護法) shall apply to the extent the dispute falls within the jurisdiction of the ombudsman body.

40. Telephone Call Recording

The Account Holder agrees that the Bank and any person mandated by the Bank to act on its behalf may record conversations relating to any matters and transactions under this Agreement and may use such recordings as evidence.

41. Governing Law

Unless otherwise agreed by the parties, all matters related to this Agreement shall be governed by the laws of the ROC and the requirements of the competent authorities. If the Account Holder is a foreigner, the elements of validity, effect and method of execution of his/her/its legal acts shall be governed by the laws of the ROC and the applicable regulations of the competent authorities.

42. Jurisdiction

Unless otherwise provided in this Agreement, the parties agree that the court of the location of the bank unit with which the Account Holder opened his/her/its account shall have first instance jurisdiction over any litigation arising from this Agreement, provided that if there are any special provisions on exclusive jurisdiction under the law, such provisions shall apply; provided further that the provisions on court jurisdiction over small-claim proceedings under Article 47 of the *Consumer Protection Act* (消費者保護法) or Article 436-9 of the *Code of Civil Procedure* (民事訴訟法) shall not be excluded.

43. Headings

Headings in this Agreement are for convenience only and shall not affect the interpretation, meaning and construction of the relevant clauses.

44. Bank Information

- (i) **Name: Cathay United Bank Co., Ltd.**
- (ii) **Complaint and customer service hotline: (02)2383-1000 or 0800-818-001**
- (iii) **Website of the Bank: <https://www.cathaybk.com.tw/cathaybk>**
- (iv) **Registered address: 7 Songren Road, Xinyi District, Taipei, ROC**
- (v) **Fax number: (02)2314-1328**
- (vi) **Email address: webservice@cathaybk.com.tw**

45. Any matters not provided for in this Agreement shall be governed by applicable laws, general banking practices or the requirements of the competent authorities and the Bank, or may be subject to separate agreements between the parties.

II. NTD Omnibus Deposit Account

1. Nature

An omnibus deposit account is an account that combines NTD current deposits (each an "**Omnibus Current Deposit**"), time deposits without a physical certificate of deposit (each an "**Omnibus Time Deposit**") and Omnibus Time Deposit pledges into one passbook. The Account Holder shall withdraw or deposit funds, pledge Omnibus Time Deposits or conduct other transactions by presenting a deposit or withdrawal slip affixed with the Authorized Signature Stamp, or by automated means or such other means as agreed with the Bank.

2. Interest Rate

Omnibus deposit accounts are categorized into "omnibus current deposit accounts" and "omnibus current savings accounts." Omnibus Current Deposits and Omnibus Time Deposits in such accounts shall accrue interest at the published (or agreed) rates for current (or time) deposits or current (or fixed term) savings depending on which of the foregoing two types of account they are in.

3. Guidance Notes and Restrictions on Conversion to Time Deposit

- (i) The Account Holder of an omnibus deposit account may set up an Omnibus Time Deposit by transferring/converting funds (up to the amount of the Omnibus Current Deposit balance) in the account over the counter or through any automated means provided by the Bank. ("Interest drawing" fixed term savings and "non-interest drawing" fixed term savings are limited to omnibus current savings accounts). **If the Account Holder sets up an Omnibus Time Deposit by a transfer and conversion through any automated means provided by the Bank on a non-business day, the Interest Start Date shall be the next business day.**
- (ii) No physical certificate of deposit shall be issued for Omnibus Time Deposits; such deposits shall be recorded on the "Omnibus Time Deposit (Pledge) Statement" page of the passbook of the omnibus deposit account instead.

4. Early Termination and Transfer at Maturity

Omnibus Time Deposits cannot be changed once they are set up. All interest on an Omnibus Time Deposit as well as its principal and interest at maturity or upon early termination must be credited as an Omnibus Current Deposit to the original omnibus deposit account from which the original funds converted to the Omnibus Time Deposit were drawn, and must not be transferred to other accounts.

5. Omnibus Time Deposits can be automatically rolled over or partially rolled over at maturity as follows:

- (i) If an automatic rollover has been agreed for an Omnibus Time Deposit, the Bank shall automatically roll over the deposit at maturity to a deposit of the same type and with the same deposit term. **However, at maturity of the Omnibus Time Deposit, if the Account Holder has not fully repaid any amount of the principal he/she/it has drawn down on a loan secured by a pledge of the Omnibus Time Deposits created under the account or the interest on such loan, the automatic rollover agreement shall become null and void automatically. The Bank may, without further notice, credit the principal and interest of the matured Omnibus Time Deposit as an Omnibus**

Current Deposit to the original omnibus deposit account, and offset such amount against the outstanding principal drawn down on said loan by the Account Holder and the interest thereon.

- (ii) The interest rate for an automatically rolled over deposit shall be that which is published by the Bank on the date of rollover for deposits of the same type and with the same term. However, **if the automatically rolled over Omnibus Time Deposit reaches the Bank's large deposit threshold on the date of rollover, the interest rate for large deposits published by the Bank shall apply.**
- (iii) The Account Holder may apply to the Bank for a partial rollover of an Omnibus Time Deposit at maturity. On the maturity date of the Omnibus Time Deposit, the Bank will credit a partial amount of the matured deposit as a new Omnibus Time Deposit to the original omnibus deposit account; provided that partial rollover shall not be available if no automatic rollover has been agreed for the matured deposit.

6. Pledge of Omnibus Time Deposits

- (i) The Account Holder may apply to the Bank to pledge up to **90% of the total principal amount of all of his/her/its Omnibus Time Deposits that have not matured** (including without limitation any Omnibus Time Deposit set up by a transfer and conversion subsequently), and the amount other than the balance of the Omnibus Current Deposits in the omnibus deposit account can be drawn down on a revolving basis in an agreed manner without execution of a separate loan certificate.
- (ii) If the Account Holder creates a pledge of his/her/its Omnibus Time Deposits, all Omnibus Time Deposits (including without limitation any Omnibus Time Deposit set up by a transfer and conversion subsequently) in the omnibus deposit account mentioned above shall be pledged to the Bank to secure all obligations (including the principal of, all interest, deferred interest, penalties, fees, damages and other such amounts arising from, the loan) owed to the Bank with respect to the pledge. This Agreement shall serve as the written document of the pledge.
- (iii) "Agreed manner" as referred to in paragraph (i) above includes withdrawal and transfer over the counter or by automated means, and authorized debits by the Bank for and on behalf of the Account Holder to make payments including without limitation water bill, electricity bill, telecom bills, gas bills, taxes, credit card bills, loan principal and interest, insurance premium, securities settlement payments, non-discretionary trust or other fees and payments.

7. Interest on Loans Secured by a Pledge of Omnibus Time Deposits

- (i) **The interest rate for loans secured by a pledge of Omnibus Time Deposits shall be the deposit interest rate for the corresponding Omnibus Time Deposit plus an annual rate of 1.5%. Loan interest shall be calculated daily based on the "highest drawdown balance of the day" and be made on monthly basis. The Account Holder's drawdown order is as follows:**
 1. **If the Account Holder has two or more Omnibus Time Deposits, the drawdown shall start from the Omnibus Time Deposit with the lowest loan interest rate on the date of the drawdown and proceed in ascending order.**
 2. **If the loan interest rates for different Omnibus Time Deposits are the same, the drawdown shall start from the Omnibus Time Deposit with the largest account number.**

- (ii) The interest calculation date is on the 20th of each month while the interest payment date is on the 21st of each month (which shall not be postponed to the next business day even if it falls on a holiday). The Account Holder hereby authorizes the Bank to debit interest directly from the deposit balance in the corresponding omnibus deposit account.

8. Repayment of Loans Secured by a Pledge of Omnibus Time Deposits

- (i) Unless otherwise agreed, any amount of money deposited or otherwise transferred to the omnibus deposit account shall be deemed a repayment towards a loan principal, with the loan carrying the highest interest rate being repaid first. If the interest rates for different loans are the same, the repayment shall first be applied to the Omnibus Time Deposit with the smallest account number.
- (ii) The maturity date of a loan secured by a pledge of Omnibus Time Deposits shall not be later than the maturity date of the Omnibus Time Deposit that matures last. During the term of such loan, if any Omnibus Time Deposit matures or is terminated early, the principal of and interest on such matured or terminated Omnibus Time Deposit shall be used to repay the outstanding principal of the loan drawn down by the Account Holder and the interest thereon. The Account Holder authorizes the Bank to debit the amount of said loan principal and interest directly when the principal of and interest on the matured or terminated Omnibus Time Deposit are transferred to the omnibus deposit account in accordance with Section 4 above.
- (iii) **The Account Holder may apply to discontinue or reactivate the function of pledging Omnibus Time Deposits at any time. When the Account Holder applies to discontinue a pledge of Omnibus Time Deposits, all loans secured by such pledge shall become due immediately, and the Account Holder shall fully repay the principal of and interest on all such loans.**

9. In the event of a seizure of an omnibus deposit account in accordance with the law, the Account Holder agrees that the seizure can be effected in the following order if the balance of his/her/its Omnibus Current Deposits is insufficient to satisfy the seizure:

- (i) If the Account Holder has two or more Omnibus Time Deposits, the Omnibus Time Deposit with the earliest maturity date shall be placed under seizure first.
- (ii) If the maturity dates of different Omnibus Time Deposits are the same, the Omnibus Time Deposit with the lowest interest rate shall be placed under seizure first.
- (iii) If the maturity dates of and interest rates for different Omnibus Time Deposits are the same, the Omnibus Time Deposit with the largest account number shall be placed under seizure first.

III. **Foreign Currency Deposit Account**

1. Nature

Unless otherwise agreed, "foreign currency deposit" as referred to in this Agreement includes foreign currency current deposit, foreign currency time deposit, and foreign currency omnibus deposit having both foreign currency current deposit and time deposit functions. If the Account Holder opens a foreign currency omnibus account, the deposit amount in such account may be converted to a foreign currency time deposit without a physical certificate of deposit ("**paperless foreign currency time deposit**"), and be recorded on the "Time Deposit Statement" page of the passbook of the foreign currency omnibus account, without a separate physical certificate of deposit.

Upon maturity or early termination of the aforesaid paperless foreign currency time deposit set up under the foreign currency omnibus account, the principal of and interest on such foreign currency time deposit shall be transferred back to the original foreign currency omnibus account.

2. Borrowing against or Pledging a Certificate of Deposit

Where needed for the purposes of borrowing against or pledging a certificate of deposit, the Account Holder may apply to the original account opening branch to convert any paperless foreign currency time deposit in his/her/its foreign currency omnibus account to a physical certificate of deposit on the same terms, provided that in the case of time deposits whose terms stipulate "termination at maturity with the principal and interest credited back to the original debiting omnibus current deposit" shall, after the conversion, be changed to "no rollover at maturity with the principal and interest credited back to the original debiting account." Once the aforesaid paperless foreign currency time deposit is converted into a physical certificate of deposit, the terms set forth on the back side of the certificate of deposit shall apply.

3. Depositing Foreign Currency Negotiable Instruments

If a foreign currency negotiable instrument deposited by the Account Holder is issued and to be paid for overseas, the laws of the relevant country(ies) shall apply. If, after the Bank accepts, or advances funds on, the instrument, such instrument is dishonored, or the overseas correspondent bank or paying bank debits the amount already paid and charges a bounce penalty, or other disputes arise, the Account Holder agrees that the Bank may debit from the Account Holder's account the amount debited by said overseas banks. If there are insufficient funds in the Account Holder's account, the Account Holder shall, immediately upon the Bank's notice, repay the amount and present the passbook and the receipt affixed with the Authorized Signature Stamp to the Bank to collect the dishonored instrument and correct the records in the passbook. If the Account Holder does not collect the dishonored instrument at the Bank in person or if the Bank is unable to notify the Account Holder, the Bank shall not be under any obligation or liability whatsoever to exercise the rights arising from the instrument on behalf of the Account Holder.

4. Return of Funds Erroneously Credited

When an inward remittance is made through the Bank's overseas correspondent bank, if any amount is mistakenly credited to the Account Holder's account due to the paying bank's errors or an error in the account number or the Account Holder's name, the Account Holder agrees that once such error is notified by the overseas paying bank or discovered by the Bank, the Bank may debit the corresponding amount from the Account Holder's account, regardless of whether the funds have been withdrawn. If there are insufficient funds in the Account Holder's account, the Account Holder shall return the funds immediately upon notice.

5. Deposit and Withdrawal

- (i) The cash deposited into or withdrawal from foreign currency deposit shall be limited to the currencies and face value sold by the Bank, and a fee shall be charged based on the foreign currency service rate published by the Bank.
- (ii) **If the Account Holder would like to withdraw cash from foreign currency deposit and the required currency or face value is not provided by the Bank, the Account Holder can only withdraw the NTD equivalents in accordance with the spot exchange rate published by selling bank.**
- (iii) **All risks arising from exchange rate fluctuations, currency conversion restrictions, or exchange loss with respect to any deposits or transactions in the foreign currency deposit account shall be borne solely by the Account Holder.** If payments out of the deposits in a given currency cannot be made in the agreed foreign currency due

to an event of force majeure (such as natural disaster, seismic event or war) or any other reasons not attributable to the Bank (such as foreign exchange control or loss of liquidity of the original currency), the Account Holder agrees that the Bank may make such payments in other foreign currencies or NTD.

6. Account Closing

If the Account Holder wishes to close his/her/its deposit account, he/she/it shall complete all necessary procedures to close the account and terminate the terms of this Part by presenting his/her/its passbook in person. (In the case of accounts opened over the counter, the passbook shall be required for account closing). Where necessary, the Bank may also terminate the terms of this Part at any time.

IV. Securities Settlement Service Terms and Conditions

The Account Holder hereby engages the Bank to process all payments (including administrative fees, handling fees and other relevant fees) payable to or receivable from securities companies with which the Account Holder, with the Bank's facilitation of transactions, trade business products that such companies (the "**Securities Companies**") are permitted to deal in at present or in the future by the competent authority. The Account Holder shall comply with the following terms and conditions:

(i) Making Payments

Amounts payable by the Account Holder to the Securities Companies shall be those specified in the lists or statements prepared by the respective Securities Companies. The Bank shall, at the stipulated settlement or payment time, transfer and pay the Securities Companies directly from the Account Holder's securities deposit account opened hereunder with the Bank. If there are insufficient funds in the Account Holder's designated account to cover any amount payable to the Security Companies, the Bank may, taking into consideration the nature of the product, first transfer the full amount of the balance in the account in accordance with applicable laws, until the Account Holder makes up the shortfall.

(ii) Receiving Payments

Amounts receivable by the Account Holder from the Securities Companies shall be those specified in the lists or statements prepared by the respective Securities Companies. The Bank shall credit all such payments made by the Securities Companies to the Bank at the stipulated settlement or payment time directly to the Account Holder's deposit account.

(iii) Payment Disputes

If there is any error in any lists or statements prepared by the Securities Companies or the Account Holder disputes any amount payable or receivable with respect to his/her/its trading with the Securities Companies, the Account Holder shall be solely responsible for resolving the issue with the Securities Companies, and the Bank shall not be involved.

(iv) Termination of Mandate

The Account Holder's termination of this mandate for securities settlement services shall be subject to the consent of the Securities Companies, except where the Account Holder can prove that there is no outstanding settlement.

V. Paperless Time Deposit Terms and Conditions

1. Nature

- (i) A "paperless time deposit" refers to an electronic certificate of deposit set up by the Account Holder by way of a transfer and conversion from an NTD or foreign currency current deposit/savings account through automated channels (e.g. ATM, phone banking, Personal Online Banking and Corporate Online Banking), or an Omnibus Time Deposit set up by a transfer and conversion from an NTD or foreign currency omnibus current deposit/savings account.
- (ii) Paperless time deposits set up through automated channels shall be subject to the specific terms and conditions and restrictions applicable to the respective channels. In addition, "Original Debiting Account" as referred in this Part shall mean the deposit account from which funds are debited when setting up a paperless time deposit by a transfer and conversion.

2. Currency and Deposit Term

The transaction currency for paperless time deposits shall be NTD or the Bank's listed currencies for foreign currency deposits. Types of deposit shall be determined based on the different options of deposit term announced by the Bank and made available through the respective automated channels.

3. Interest Rate and Exchange Rate

Unless otherwise agreed, interest on paperless time deposits shall accrued at such rates as published by the Bank; in the case of online transactions with preferential rates, the interest rates published at the Bank's Personal Online Banking or Corporate Online Banking website without further notice to the Account Holder.

The Spot Exchange Rates and Online Preferential Exchange Rates published by the Bank shall apply to transactions involving NTD conversion. The exchange rate for settling a purchase of a foreign currency paperless time deposit using NTD deposit shall be the corresponding Spot Selling Rate minus the Online Preferential Exchange Rate. Where the foreign currency deposit is settled and sold back in NTD upon maturity or early termination, the exchange rate shall be the Spot Buying Rate published by the Bank plus the "online preferential exchange rate."

4. Transaction Date

If a transaction of a paperless time deposit is conducted on a non-business day, the Interest Start Date shall be the next business day. If said time deposit is a foreign currency time deposit, the terms and conditions published on the Bank's Personal Online Banking or Corporate Online Banking website.

5. Transaction Amount/Limit

- (i) **The minimum amount per NTD transaction is NT\$10,000. New paperless time deposit transactions conducted by each Account Holder (identified by the identity card number/Unified Business Number) are subject to the following aggregate upper limits:**
 - 1. **The daily and monthly aggregate limits shall not exceed the limit on NTD deposits set up by a transfer and conversion through automated channels as published by the Bank.**
 - 2. **Time deposits newly set up (either over the counter or through automated means) shall count towards the daily and monthly aggregate limits on new deposits, but the amounts of automatic rollover shall not be included.**

3. **There is no daily/monthly limit on transactions of paperless time (savings) deposits to which the "large sum interest rate" applies.**

- (ii) **The minimum amount per foreign currency transaction is US\$1,000 or its equivalent. Where a foreign time deposit is set up by way of a transfer and conversion using foreign exchange purchased with the deposits in an NTD deposit account, the daily maximum shall be that which is set forth in the Bank's Foreign Currency Electronic Transaction Limit Table. The Bank may adjust the foregoing deposit limits due to business needs, and post the adjusted limits on its business premises or website.**
- (iii) **Interest on an automatic rollover shall accrue at the interest rate for deposits of the same type and with the same term as published by the Bank on the date of rollover. However, if the time deposit to be automatically rolled over reaches the "large NTD time deposit" threshold published by the Bank on the date of rollover, the interest rate for large NTD time deposit published by the Bank shall apply.**

6. Payment of Principal and Interest

- (i) There are five payment methods: "no rollover of principal at maturity and interest to be credited to the Original Debiting Account," "no rollover of principal at maturity and interest to be credited to the Original Debiting Account on a monthly basis," "principal to be rolled over at maturity and interest to be credited to the Original Debiting Account," "principal to be rolled over at maturity and interest to be credited to the Original Debiting Account on a monthly basis," and "principal and interest to be rolled over at maturity for the same deposit term."
- (ii) However, in the case of foreign time deposits set up by way of a transfer and conversion using foreign exchange purchased with the deposits in NTD deposit accounts, "principal and interest to be rolled over at maturity for the same deposit term" shall be the only method available. The Account Holder shall log on to Personal Online Banking to carry out procedures for termination at maturity or early termination.

7. Account-Related Restrictions

- (i) Interest on paperless time deposits may only be deposited back to the Original Debiting Account.
- (ii) The physical stamp used for paperless time deposits shall be the same as the one used for the Original Debiting Account. The same shall apply when the stamp for the Original Debiting Account is changed. If transactions cannot be conducted online due to system failure or the closing of the Original Debiting Account, transactions shall be conducted over the counter on the strength of the stamp for the Original Debiting Account.
- (iii) The "scheduled time deposit transfer and conversion," "borrowing on pledges" and "creation of pledges" functions are not available for electronic NTD time deposits. "Borrowing on pledges" and "repayment by borrowing on pledges" are available for electronic foreign currency time deposits through Personal Online Banking Web Version or Personal Mobile Banking App. Pledges over NTD Omnibus Time Deposits may be created in accordance with Part II (NTD Omnibus Deposit Account) of this Chapter, and pledges over foreign currency time Omnibus Time Deposits may be created in accordance with Part III (Foreign Currency Deposit Account) of this Chapter.
- (iv) Foreign currency paperless time deposits may only be set up by a transfer of foreign exchange purchased with the deposits in NTD current deposit accounts or by a transfer and conversion of foreign currency deposits from foreign currency current deposit accounts. Conversion between different foreign currencies shall not be available.

- (v) A paperless time deposit transaction is an online service that shall be deemed completed once provided, and shall not be subject to the right of rescission provided in Paragraph 1 of Article 19 of the *Consumer Protection Act*. Such transactions may not be changed or cancelled once they are processed. The Account Holder shall consider all conditions carefully when carrying out paperless time deposit transactions.

8. Early Termination

- (i) Early termination of paperless time deposits shall be conducted on the strength of the agreed certificate or by the agreed identification method through the original automated channel used for setting up the deposits. A paperless time deposit created by a single transaction shall be settled in full upon early termination, and interest shall be calculated in accordance with Section 18(i) of Part I (Mutually Agreed Terms) of this Chapter. Principal and interest may only be transferred back to the Original Debiting Account.
- (ii) Where the Account Holder sets up a foreign time deposit by way of a transfer and conversion using foreign exchange purchased with the deposits in an NTD deposit account, he/she/it may choose to transfer the principal and interest to any of the NTD or foreign currency current deposit accounts under the Account Holder's name. **If the Account Holder chooses to transfer the principal and interest to an NTD current deposit account and the total amount of principal and interest exceeds the limit on electronic foreign currency transactions, the Account Holder shall carry out the procedures over the counter in person on the strength of the Authorized Signature Stamp.**

9. Pledge of Electronic Foreign Currency Time Deposits (Available Only through Personal Online Banking Web Version and Personal Mobile Banking App)

(i) Currency and Amount

Pledges may only be created in the original currency of the time deposit and the amount of each pledged loan at least US\$100 (or its equivalent) or more. A pledged loan can be made in installments, but the aggregate loan amount shall not exceed 90% of the principal of the time deposit.

(ii) Interest Rate

A pledged loan shall carry interest at a rate equivalent to the underlying time deposit's interest rate plus 1.5%, which shall be a fixed rate with interest to be calculated on a daily basis in accordance with Section 5(i) of Part I (Mutually Agreed Terms) of this Chapter.

(iii) Pledge Term

The term shall be at least one day (i.e., same day repayment shall not be allowed), and must not go beyond the maturity date of the underlying time deposit.

(iv) Drawdown Restrictions

1. Borrowed funds shall be deposited into the Account Holder's foreign currency current deposit account with the Bank in the currency of the underlying time deposit; if the Account Holder has no such account with the Bank, this service shall not be available to the Account Holder.
2. In the case of time deposits whose interest is paid on a monthly, only pledges whose maturity date falls within one year (inclusive) of the date of pledge shall be available.

(v) Early Repayment

The Account Holder may prepay the loan through Personal Online Banking Web Version or Personal Mobile Banking App prior to the maturity date of the underlying time deposit by deducting an amount (in the currency of the pledge) equal to the loan principal plus interest directly from the Account Holder's foreign currency current deposit account.

(vi) Repayment on Maturity Date

1. If the Account Holder fails to repay a loan on the maturity date of the underlying time deposit, the Bank shall terminate the time deposit, transfer the funds of the time deposit into a foreign currency current deposit account designated for "time deposit pledges," and debit the loan principal and interest from the account to settle all outstanding amounts.
2. If the maturity date of a pledged time deposit falls on a non-business day, the process shall be postponed to the next business day in accordance with the Bank's practice, and interest shall accrue based on the original interest rate of the pledged loan.

(vii) Late Payment

If the Bank's system fails to process a repayment of the loan on the maturity date due to an incident related to the time deposit or payment account, then pledged loan repayment shall only be conducted over the counter at the Bank.

Chapter 3 Additional Function Terms and Conditions

I. OTC Withdrawal Password

1. Application Method

To apply to activate, reset/change or cancel an OTC Withdrawal Password, the Account Holder shall do so at the Bank in person by presenting his/her/its identification documents, other supporting documents and the Authorized Signature Stamp. Since the OTC Withdrawal Password is entered by the Account Holder (or the Account Holder's representative) him/her/itself, if the Account Holder forgets/loses the password, the Bank will not be able to reissue the original password. The Account Holder shall reset/change the password pursuant to the foregoing procedures.

2. Withdrawal Method

If the Account Holder who has an OTC Withdrawal Password wishes to withdraw funds at a branch other than the original account opening branch (hereinafter "**interbranch**"), he/she/it shall do so on the strength of a withdrawal slip affixed with the Authorized Signature Stamp as well as the OTC Withdrawal Password, otherwise the Bank may refuse to process the withdrawal. This provision shall also apply where the Account Holder has applied to use the OTC Withdrawal Password for withdraws at the original account opening branch.

3. Scope of Application

OTC Withdrawal Password is provided on a per-account holder basis and is applicable to interbranch OTC withdrawals by the Account Holder from all of his/her/its NTD or foreign currency current deposit accounts (including existing and future current deposit accounts, but excluding cheque deposit accounts) at different branches of the Bank.

4. Safekeeping Responsibility

The OTC Withdrawal Password shall be kept safe by the Account Holder and must not be disclosed. The Account Holder's shall be solely responsible if his/her/its funds are fraudulently withdrawn due to any fraudulent or unauthorized use of the OTC Withdrawal Password, unless it can be proved that the fraudulent withdrawal is a result of the Bank's failure to exercise the duty of care expected of a good faith administrator in its control of its information system.

5. Number of Unsuccessful Attempts Allowed

If the Account Holder enters an incorrect OTC Withdrawal Password four times in succession, the OTC Withdrawal Password will become invalid immediately, and the Bank may terminate the OTC withdrawal service directly. The Account Holder (or the person in charge in the case of a legal person) must apply to the Bank to reset the password in person by presenting his/her/its identification documents, other supporting documents and the Authorized Signature Stamp.

6. Service Termination

If the Bank believes that the Account Holder is involved in any improper dealings or there is a risk that the service under this Part is unlawfully used by others, the Bank may terminate the service at any time without further notice.

II. ATM Card (including the ATM Card Functions of a Combo Card and Other Cards with ATM Card Functions)

1. Collection and Activation

(i) The Account Holder may apply to the Bank for an ATM card (with a password). In the case of the Bank's ready-made ATM cards (with a password), the Account Holder may collect the ATM card and password on the spot and activate the card by completing the application form and the relevant procedures. In the case of the Bank's non-ready-made ATM cards (with a password), upon receiving the Bank's notice, the Account Holder shall him/her/itself, or appoint an agent in writing to, bring along his/her/its identification documents as well as the Authorized Signature Stamp to carry out the relevant procedures in person at the branch designated by the Bank to collect the ATM card and password and activate the ATM card. If the Account Holder fails to collect the ATM card and password within 15 calendar days of the application date or being notified by the Bank, the Bank may invalidate the ATM card and password. Such password may be obtained via SMS or other electronic means as otherwise agreed between the Account Holder and the Bank.

(ii) After the Account Holder collects an ATM card (including the ATM card functions of a Combo Card and other cards with ATM card functions) or its replacement for the first time, the Account Holder shall activate the card by setting a password through the Bank's automated means (such as ATMs) pursuant to the various procedures corresponding to the nature of the card held by the Account Holder.

2. Prohibition on Cloning, Alteration, Loan, Transfer or Pledge

The Account Holder must not clone or alter his/her/its ATM card. In the event of cloning or alteration, the Account Holder shall assume the relevant criminal liability and shall compensate the Bank for all losses caused thereto. The Account Holder shall keep his/her/its ATM card safe and use it in a proper manner. The Account Holder shall be solely responsible for any consequences arising from loaning, transferring or pledging his/her/its ATM card.

3. Effect of Transaction

To make cash withdrawals, transfers, tax payments or conduct other transactions using an ATM card and password through the Bank's automated services or other automated means which have joined the interbank network in the Financial Information System, the Account Holder shall be required to input the password set thereby at applicable ATMs, chip-enabled terminals (including without limitation PDA) or through other such automated means. If the password input is correct, the Bank shall process the payment or transaction, which shall have the same effect as if it has been conducted with a transaction slip affixed with the Authorized Signature Stamp.

4. Withdrawal Limits and Exchange Rate Calculation

- (i) **Unless expressly prohibited by any competent authorities, or unless otherwise separately agreed between the Account Holder and the Bank, the Account Holder shall comply with the following rules (as detailed in the table below) when making a withdrawal through the Bank's means of automated services:**

Currency	Account	Withdrawal Limits and Exchange Rate Calculation
NTD cash	NTD account	<ol style="list-style-type: none"> 1. In increments of NT\$100, up to NT\$30,000 per transaction for withdrawals on the Bank's own ATMs; up to NT\$100,000 per transaction for withdrawals on the Bank's own deposit-enabled ATMs; and up to NT\$20,000 per transaction for interbank withdrawals. 2. The daily aggregate limit on each account is NT\$150,000(calculated with the amount of foreign currency cash withdrawals from NTD accounts).
Foreign currency cash	NTD account	<ol style="list-style-type: none"> 1. The limit on each account per transaction is NT\$100,000. 2. Each Account Holder's aggregate limit on each Account Day (see the definition below) is US\$10,000 or its equivalent (calculated with the amount of foreign currency cash withdrawals from foreign currency deposit accounts), or 3. The daily aggregate limit on each account is NT\$150,000 (calculated with the amount of NTD cash withdrawals from NTD accounts). 4. An equivalent NTD amount calculated based on the spot selling rate of foreign currency cash published by the Bank at the time of transaction will be deducted from the account.
	Foreign currency deposit account	Each Account Holder's aggregate limit on each Account Day (see the definition below) is US\$10,000 or its equivalent (calculated with the amount of account foreign currency cash withdrawals from NTD accounts).

- (ii) **In the event of any change to the withdrawal limits and exchange rate calculation set forth above (except changes made pursuant to any announcement made by FISC or any competent authorities or in the event where the Account Holder has been warned by the authority, or the account usage violates relevant legal**

regulations), the Bank shall post the change on its business premises or website 30 days prior to implementation.

(iii) The Account Holder him/her/itself may adjust aforementioned daily aggregate withdrawal limit on each NTD account by applying "over the counter." However, the maximum daily limit is NT\$500,000.

(iv) "Account Day" shall refer to the day subject to the period from 22:00:00 (hh:mm:ss) on the business day to 21:59:59 on the next business day. However, the actual cut-off time is determined by the completion of the account processing in the Bank's system. For example,

1. If specific Wednesday and Thursday are both business days, for a transaction conducted during the period from 22:00:00 on Wednesday to 21:59:59 on Thursday, then the Account Day is Thursday.
2. If specific Friday is a business day, followed by 2 non-business days (Saturday and Sunday), and Monday is the next business day, for a transaction conducted during the period from 22:00:00 on Friday to 21:59:59 on Monday, then the Account Day is Monday.

5. Transfer and Limits

(i) Unless expressly prohibited by any competent authorities, a separate application shall be required if the Account Holder wishes to do the following through his/her/its ATM card: making large sum transfers (of NT\$100,000 or more); transferring funds between his/her/its own accounts; making small sum transfers (or unregistered account transfers); and conducting international transactions. To

make transfers between the Account Holder's own accounts, the Account Holder must sign in person below the designated account. The Account Holder shall be deemed to have given his/her/its authorization to the Bank to conduct the inter-account transfers even if the stamp affixed to the application document is different from the Authorized Signature Stamp provided to the Bank for the transfer account(s). Once the Account Holder enters the correct ATM card password, he/she/it shall be able to transfer funds between his/her/its own accounts.

(ii) If the Account Holder makes transfers or bill/tax payments using his/her/its ATM card, the amount must be in increments of NT\$1. **Transfers to registered accounts using an ATM card, including transfers to registered accounts with other financial institutions or bill/tax payments, are subject to a per-transaction limit of NT\$ 2 million. The daily aggregate limit on the total amount of all such transactions conducted through Online Banking Web Version, Personal Mobile Banking App, Global MyB2B, Global MyB2B App and phone banking is NT\$ 3 million. Small sum transfers (or unregistered account transfers) are subject to a daily limit of NT\$30,000, unless such limit is otherwise subject to the restrictions imposed by any competent authorities.** The foregoing transaction limits shall apply universally across all means of automated services provided the Bank and the financial institutions which have joined the interbank network in the Financial Information System.

(iii) **No limit shall apply to transfers made by the Account Holder into his/her/its deposit accounts with the Bank on the Bank's automated means such as ATMs and chip-enabled terminals (including without limitation PDA) using the registered account transfer function through his/her/its ATM card.**

(iv) In the event of any change to the transaction limits set forth above (except changes made pursuant to any announcement made by FISC or any competent authorities

or in the event where the Account Holder has been warned by the authority, or the account usage violates relevant legal regulations or changes that are favorable to the Account Holder), the Bank shall post the change on its business premises or website 30 days prior to implementation.

6. Handling of Erroneous Transfers

When the Account Holder makes transfers using his/her/its ATM card, the receiving account number is entered or set up by the Account Holder. The Account Holder shall therefore check the receiving account's financial institution code, account number and transfer amount carefully. Once a transaction is completed, it cannot be modified. If funds are transferred to a wrong account or an incorrect amount is transferred due to an error in the financial institution code, receiving account number or amount provided or entered by the Account Holder, the Account Holder may notify the Bank and the Bank shall provide assistance in accordance with the law as follows:

- (i) Provide the transaction details and relevant information.
- (ii) Contact the receiving bank for assistance.
- (iii) Provide updates on the status.

7. Deposit Limits

- (i) **The daily limit of NT\$3 million shall apply to cash deposits made by the Account Holder to his/her/its own account with the Bank using his/her/its ATM card through the Bank's automated services or other automated means. The daily limit of NT\$3 million shall apply to cash deposits made by the Account Holder to his/her/its own account with the Bank using the said account's ATM card through another bank's automated services or other automated means. The aggregate amount of the aforementioned two types of transactions, and the aggregate amount of transactions of the main account and subaccount(s) shall not exceed the aforementioned limit.**
- (ii) **The daily limit on small sum transfers (or unregistered account transfers) of NT\$30,000 shall apply to cash deposits made by the Account Holder to another account holder's account with the Bank using his/her/its ATM card through the Bank's automated services or other automated means; or cash deposits made by the Account Holder to his/her/its own account with the Bank using an ATM card not associated with the said account through another bank's automated services or other automated means. The aggregate amount of transactions of the main account and subaccount(s) shall not exceed the aforementioned limit.**
- (iii) **As for cash deposits made by the Account Holder to deposit accounts with other banks using his/her/its ATM card through the Bank's automated means, the daily limit stipulated by the receiving bank shall apply.**
- (iv) **In the event of any change to the transaction limits set forth above (except changes made pursuant to any announcement made by FISC or any competent authorities), the Bank shall post the change on its business premises or website 30 days prior to implementation.**

8. Passbook Update

- (i) Regardless of the number of missing entries or amounts in the Account Holder's passbook, he/she/it shall be able to continue to make withdrawals or transfers using his/her/its ATM card without updating the passbook.

- (ii) **In the event of any change to this function, the Bank shall post the change on its business premises or website 30 days prior to implementation.**

9. Terms of Scheduled Transfers

- (i) Scheduled transfers through an ATM card are limited to NTD transactions only. The Account Holder may schedule transfers on any future date within one year from the day following the date of instruction. If the date set for a scheduled transfer falls on a non-business day or such date does not exist, or if business is suspended due to force majeure or other reasons, the transfer date shall be the next business day. (For example, a transfer is scheduled for the 31st of each month, but since there is no 31st in February, the transfer will be processed on the next business day, say March 1, instead.) In the event of any change to the scheduling period, the relevant terms stipulated by the Bank shall apply.
- (ii) If the Account Holder wishes to cancel a scheduled transfer, he/she/it shall do so no later than one day prior to the scheduled transfer date.
- (iii) If the Account Holder's account or the receiving account designated by the Account Holder is closed or transferred, all scheduled transfers involving such accounts shall be cancelled simultaneously.
- (iv) If the Account Holder changes his/her/its password after scheduling a transfer, all scheduled transfers previously set up using the old password shall remain effective.
- (v) The execution of a scheduled transfer is evidenced by the transaction result at the time when the Bank actually executes the transfer. The Account Holder him/her/itself shall check the details and the results of his/her/its scheduled transfers.
- (vi) The Account Holder shall be solely responsible for any scheduled transfer failure due to insufficient funds in the debiting account, or because any amount therein is placed on hold, offset or seized, the Account Holder is reprimanded by the authorities, or the use of the account violates the relevant laws and regulations, on the scheduled transfer date, without further notice from the Bank.
- (vii) The Account Holder shall check his/her/its balance on the scheduled transfer date. The Account Holder shall be solely responsible for any failure in other registered debits due to the Bank's execution of the scheduled transfer, without further notice from the Bank.

10. **Transaction Fees**

- (i) **The Account Holder authorizes the Bank to debit the following fees together with the transaction amount from the Account Holder's account at the time of transaction:**
1. **Interbank transfers made by the Account Holder using his/her/its ATM card shall be subject to the following fees:**
 - (1) **Transfers of NT\$500 or less: free of charge for the first transfer of the day for each account.**
 - (2) **Transfers of between NT\$501 and 1,000 (inclusive), or transfers of NT\$500 or less beyond the first transfer of the day: NT\$10 per transaction.**
 - (3) **Transfers of NT\$1,001 or more: NT\$15 per transaction.**

2. **Cash withdrawals:**
- (1) A service fee of NT\$5 shall be charged each time the Account Holder makes an interbank withdrawal. Service fees for paying utility bills, taxes or other payment services shall be determined based on the rates and in such manner as announced by FISC/the tax collection authority or the Bank. The Bank may charge a discretionary service fee each time the Account Holder makes a foreign currency cash withdrawal through the Bank's ATM or other automated means.
 - (2) The per-transaction fee for foreign currency cash withdrawals from foreign currency deposit accounts shall be the NTD equivalent of the difference between the Bank's foreign currency cash selling rate and the spot exchange rate (subject to a minimum amount of NT\$100), which fee shall be debited from the Account Holder's NTD account.
3. A service fee of NT\$20 shall be charged each time the Account Holder uses his/her/its ATM card to check his/her/its account balance or other unusual transactions (i.e., failed transactions not attributable to international credit card associations and the Bank) at overseas ATMs.
4. The Bank shall debit a service fee from the Account Holder's NTD account each time the Account Holder withdraws cash or transfers funds using his/her/its ATM card at overseas ATMs. The amount of service fee depends on whether the Account Holder makes the withdrawal through an "international association" or FISC as detailed below:
- (1) Through international associations: the foreign currency transaction amount shall be converted to USD at the exchange rate of the clearing house of the relevant international association, and an "international association fee" in the amount of 1.1% of the transaction amount shall be charged. The USD amount shall then be converted to NTD at the "Bank's USD cash spot selling rate for foreign currency ATMs," and an additional service fee of NT\$100 shall be charged.
 - (2) Through FISC: each time the Account Holder withdraws cash using an ATM card (and inputting his/her/its chip card password) through automated means bearing FISC's interbank withdrawal service mark, a service fee shall be charged as follows:

In Hong Kong and Macau: NT\$100 per transaction.
- (ii) Each time the Account Holder deposits cash into accounts with other banks using his/her/its ATM card through the Bank's automate means, a service fee of NT\$15 shall be deducted from the transaction amount.
 - (iii) In the event of imposition or any change to any ATM card fees (except changes made pursuant to any announcement made by FISC or any competent authorities), the Bank shall make an announcement on its business premises or website 60 days prior to implementation.

11. Number of Unsuccessful Attempts Allowed; Retaining and Blocking Cards

If the Account Holder inputs an incorrect password four times in succession when using his/her/its magnetic strip ATM card, the ATM or other such automated means will retain the ATM card. If the Account Holder inputs an incorrect password three times in

succession when using his/her/its chip ATM card, the Account Holder will not be able to conduct any transaction through the services of the chip card, but the Account Holder will still be able to conduct transactions using the magnetic strip ATM card password at ATMs or through other such automated means that only process transactions using magnetic strip ATM cards.

12. Transaction Verification

- (i) After the Account Holder completes a transaction at an ATM or through other such automated means using his/her/its ATM card or at a chip-enabled terminal using his/her/its chip ATM card, he/she/it may choose to print a transaction receipt for future reference and verification. The Account Holder shall review the receipt for any error immediately and check with the Bank if there is any question.
- (ii) If the Account Holder discovers any discrepancy between the account balance inquired using an ATM and the balance recorded by the Bank or in the master file in the Bank's computer system, then the amount recorded by the Bank or in said master file shall take precedence, unless the Account Holder is able to prove that the amount recorded by the Bank is incorrect.

13. Changing, Reissuing, and Unlocking Password

The Account Holder may change his/her/its password at the Bank's ATMs or through other such automated means. There is no limit on the number of times the password can be changed. If the Account Holder forgets his/her/its password or if he/she/it cannot use any chip card function due to incorrect password, the Account Holder shall carry out procedures to request the Bank to reissue or unlock the password at any of the Bank's branches on the strength of the Account Holder's identity card or any other supporting documents required by the Bank, together with the Authorized Signature Stamp. The service fees for reissuing and unlocking passwords are set forth in the Fee Schedule (No. 06/25-1) attached hereto and posted on the Bank's business premises or website. If the Account Holder's card needs to be unlocked for reasons not attributable to the Account Holder, said service fees will be waived. If the issue is caused by reasons attributable to the Bank, it shall be liable for damages to the Account Holder, and the burden of proof shall rest on the Bank.

14. Safekeeping and Use of ATM Card

- (i) **The Account Holder shall keep his/her/its ATM card safe and use it with caution, shall not bend or damage the card and shall keep it away from magnetic objects. When setting a password for his/her/its ATM card, the Account Holder shall exercise due care as to the configuration, use, and safekeeping of the password. The password shall not be made known or allowed to be made known to any third party in any manner to ensure deposit security. The Account Holder shall be solely responsible for any damage arising from any fraudulent use or misappropriation of his/her/its password by a third party, unless it can be proved that the fraudulent use or misappropriation is a result of the Bank's failure to exercise the duty of care expected of a good faith administrator in its control of its information system. (Suggestion: The Account Holder is advised against using numbers related to his/her/its personal information, consecutive number sequences, consecutive identical numbers or number sequences with numerical patterns as his/her/its password.) If necessary, the Bank may restrain the Account Holder from using numbers related to his/her/its personal information, consecutive number sequences, consecutive identical numbers or number sequences with numerical patterns as his/her/its password.**

- (ii) The Account Holder shall keep his/her/its ATM card safe. If Account Holder's ATM card is lost, stolen, or otherwise taken by dispossession, the Account Holder shall carry out the procedures to report loss and stop payment in person at any of the Bank's branches during business hours, or through the Bank's phone banking at any time, or through any automated services for reporting loss and stopping payment as may be available in the future. If a fraudulent use occurs before the procedures for reporting loss are completed, and payment has been made by the Bank, the Account Holder shall be deemed to have made such payment. However, if the fraudulent use or misappropriation of the Account Holder's password is caused by the failure to exercise the duty of care expected of a good faith administrator in its control of its information system on the part of, or other reasons attributable to, the Bank or other financial institutions providing the relevant automated means, then the Bank shall be held liable.
- (iii) **The service fee for replacing an ATM upon reporting loss is set forth in the Fee Schedule (No.06/25-1) attached hereto and posted on the Bank's business premises or website.**
- (iv) **If the Account Holder's ATM card is retained by any automated means when he/she/it uses the card in the ROC for any reasons including: the Account Holder has input an incorrect password (three times in succession); he/she/it forgets to retrieve the ATM card; he/she/it uses an ATM card that has been reported lost, then the Account Holder shall retrieve or apply for replacement of the ATM card at the Bank in person on the strength of his/her/its identification documents and the Authorized Signature Stamp within 14 business days from the day following the retention. If the Account Holder fails to retrieve the card within said time period, the Bank may cancel the card.**
- (v) If the Account Holder's ATM card is retained by an ATM or other such automated means overseas, the Account Holder shall contact the local financial institution which owns the ATM or automated means within 24 hours, and retrieve the card by presenting the Account Holder's passport and providing his/her/its signature for verification. Any ATM card not retrieved in a timely manner will be "sent to the international card association after being cut and demagnetized" by the foreign financial institution owning the ATM or automated means. If the Account Holder is unable to retrieve the ATM card in a timely manner, he/she/it shall carry out the procedures for reporting loss and stopping payment with the Bank in accordance with Section 14(ii) above, and apply for a replacement at any of the Bank's branches after returning to the ROC.
- (vi) If the Account Holder wishes to stop using his/her/its ATM card or the magnetic strip/chip on the Account Holder's card cannot be read, the Account Holder shall return the ATM card to any of the Bank's branches for cancellation or apply to the Bank for a replacement. **The service fee for replacing an ATM card is set forth in the Fee Schedule (No.06/25-1) attached hereto and posted on the Bank's business premises or website. If an ATM card is required for reasons not attributable to the Account Holder, the service fee will be waived as long as the Account Holder returns the old ATM card. If the issue is caused by reasons attributable to the Bank, the Bank shall be liable for damages to the Account Holder, and the burden of proof shall rest on the Bank.**

15. System or Connection Abnormality

The Bank may suspend the Account Holder's use of the ATM card withdrawal or transfer services if none of the Bank's ATMs or other such automated means are available due to breakdown, disconnection, power outage, computer system failure or maintenance, or any other reasons not attributable to the Bank. If the Account Holder uses his/her/its own chip-enabled terminal, he/she/it shall be solely responsible for the driver installation, hardware and software maintenance, system stability, costs and risks associated with such terminal.

16. Termination of Agreement or Suspension of ATM Card Function

The Account Holder may terminate the terms of this Part at any time, provided that he/she/it must do so in person or by appointing an agent in writing do so at the Bank. The Account Holder shall return his/her/its ATM card unless it is lost. The Bank may terminate the terms of this Part or suspend the provision of ATM card functions under any of the following circumstances:

- (i) The Account Holder's ATM card is forged, altered, or used for illegal purposes such as money laundering and fraud.
- (ii) The Account Holder's account is red-flagged by the judicial authority or police, or is classified as a suspended account, watch-listed account or associated watch-listed account in accordance with the law.
- (iii) The Account Holder violates the law to the detriment of the Bank's rights and interests, or he/she/it commits other illegal acts.

17. Handling of Cash Left Behind for Too Long

When making a withdrawal using his/her/its ATM card, the Account Holder shall take the cash immediately after the transaction is completed. If the Account Holder fails to take the cash in time, the ATM will automatically retract the cash into the "retention tray" for safekeeping. The cash will then be returned to the Account Holder upon verification. If the Account Holder fails to take his/her/its cash and the cash is then stolen by a third party, the responsibility shall lie solely with the Account Holder.

18. Debit Purchase

The Account Holder shall be deemed to have activated the debit purchase function if he/she/it uses his/her/its ATM card to make a debit purchase at a participating merchant by inputting the designated password (except otherwise specified on the ATM card) on a POS terminal. The Bank may debit the amount immediately. The effect of such transaction shall be governed mutatis mutandis by Section 3 (Effect of Transaction). **The limit of each debit purchase amounts transaction is NT\$100,000, which shall count towards the limit stipulated in Section 4 (Withdrawal Limits). The daily limit of debit purchase shall be agreed by the Account Holder and the Bank. Absent such agreement, the daily debit purchase limit shall be NT\$150,000 or its equivalent.** The Bank shall assume no responsibility for any disputes between the Account Holder and any participating merchant arising from such transaction.

19. The Account Holder shall abide by the following rules when he/she/it uses his/her/its ATM card to withdraw cash in a foreign country

- (i) **The Account Holder must activate the overseas withdrawal function in advance before he/she/it can withdraw local currencies at overseas ATMs using the designated password (for his/her/its chip or magnetic strip card). Notwithstanding the foregoing, by withdrawing cash from an overseas ATM bearing FISC's interbank withdrawal service mark (see FISC's announcement for the applicable territories) using his/her/its chip card password, the Account Holder shall be deemed to have agreed to activate the overseas withdrawal function.**
- (ii) **Overseas cash withdrawals shall be subject to a per-transaction limit of the local currency equivalent of NT\$20,000. If there are special local regulations, such regulations shall apply, provided that the per-transaction limit of the local currency equivalent shall of NT\$20,000 shall still apply. The daily limit on overseas withdrawals and debit purchases shall be agreed by the Account Holder and the Bank. Absent such agreement, the daily limit shall be NT\$150,000 or its equivalent.**

The foregoing daily transaction limit shall count towards the transaction limit referred to in the preceding Section.

- (iii) In addition to the Bank's terms and conditions, the Account Holder shall further comply with regulations relating to overseas ATMs and "POS terminal system."

The Account Holder shall abide by the following rules he/she/it uses his/her/its ATM card to make online purchases and transfers on overseas websites (each an "**ATM Card Online International Transaction**"):

1. **When the Account Holder conducts an ATM Card Online International Transaction, the Bank may debit the amount immediately. The per-transaction service fee shall be 1% of the transaction amount. The effect of the transaction shall be governed mutatis mutandis by Section 3 (Effect of Transaction) above.**
2. **The per-transaction, daily and monthly limits on ATM Card Online International Transactions shall be agreed by the Account Holder and the Bank. Absent such agreement, the per-transaction limit shall be NT\$100,000, the daily limit shall be NT\$150,000, and the daily limit shall count towards the limits stipulated in Section 4 (Withdrawal Limits) and Section 18 (Debit Purchase). The monthly limit shall be NT\$300,000, which shall be a separate limit applicable to ATM Card Online International Transactions only.**
3. **In the event of any change to the transaction limits set forth above (except changes made pursuant to any announcement made by FISC or any competent authorities), the Bank shall post the change on its business premises or website 30 days prior to implementation.**

20. The Account Holder shall abide by the following rules when he/she/it uses his/her/its ATM card to conduct foreign exchange transactions

- (i) If the Account Holder uses his/her/its ATM card to conduct a foreign currency transaction domestically or overseas, the Account Holder authorizes the Bank to be the clearing and correspondent bank in the ROC to conduct foreign exchange settlement pursuant to the applicable CBC's regulations as well as the agreement between the Account Holder and the Bank. However, the Account Holder shall be responsible for computing and controlling his/her/its transaction amounts to ensure that the foreign exchange quota used thereby does not exceed the limits prescribed by the CBC and those stipulated in this Agreement.
- (ii) International ATM cards are currently not available to non-natural persons.
- (iii) The Bank has the right to submit, for filing purposes, its currency conversion receipts or transaction slips in a truthful manner pursuant to applicable foreign exchange regulations. The Account Holder shall acknowledge all such currency conversion receipts and transaction slips and must not raise any objection. If the Account Holder's transaction amount exceeds the foreign exchange quota available thereto or the transaction is not permitted under the law, the Bank shall have the right to in accordance with applicable foreign exchange regulations.
- (iv) Foreign exchange transactions shall be subject to fees at such rates as published by the Bank.

21. Posting Date and Passbook Entry Date for Transactions outside Business Hours

- (i) If the Account Holder uses his/her/its ATM card to make a transfer into a cheque deposit account in which there is any dishonored cheque due to insufficient funds in the account

on that business day of the Bank, such transfer must be completed during normal business hours (from 9:00 to 15:30) on that business day, otherwise the Account Holder shall be solely liable for any dishonored cheques or other losses arising from any delay.

(ii) **The posting date and passbook entry date for transactions conducted by the Account Holder outside normal business hours on the Bank's business day shall be as follows:**

1. **For transactions outside business hours on weekdays (from 15:30 to 22:00), the passbook entry date shall be the same day.**
2. **For transactions on weekends and holidays, the posting date and passbook entry date shall be the next business day.**
3. **For transactions made overseas, the posting date and passbook entry date shall be determined based on the time when the transaction information is transmitted back to the ROC (i.e., the time when the Bank receives the information), with the rules set forth in Sections 21(i)1 and 2 above applying thereto as the case may be.**
4. **If the Bank changes the passbook entry date for transactions made outside business hours as set forth in Section 21(i)1 above, it shall post a notice of such change 60 days prior to implementation, unless such change is not made for reasons attributable to the Bank.**

22. Determination of Transaction Time

The cut-off time for interbank transactions (i.e., the cut-off time for settlement between the Bank and FISC) shall be 15:30 from Monday to Friday. Transactions conducted beyond the bookkeeping cut-off time or on non-business days shall be processed on the next business day. Whether a transaction is an after-hour transaction shall be determined based on the time when the Bank receives the relevant file or information.

23. Transactions of Electronic Certificates of Deposit

- (i) The Account Holder may, without making a separate application, use his/her/its ATM card and the card's password to conduct transactions related to electronic certificates of deposit at the Bank's ATMs or other terminals which can accept such transactions and are made available by the Bank in the future.
- (ii) Transactions of electronic certificates of deposit shall be further governed by the Bank's terms of Part V (Paperless Time Deposit Terms and Conditions) of Chapter 2.

24. Combo Card (Credit, Banking and Transfer 3-in-1)

If the Account Holder applies to the Bank for a Combo Card (Credit, Banking, and Transfer 3-in-1) and, in the application, requests to consolidate the account(s) linked to the original ATM card into the Combo Card, the original ATM card will become null and void after the Account Holder activates and sets a password for the new Combo Card at an ATM or through other such automated means. All functions of the original ATM card will be automatically transferred to the new Combo Card. **All matters relating to replacement, loss reporting and stopping payment, termination of use and other such matters arising thereafter shall be governed by Section 14 (Safekeeping and Use of ATM Card) above. However, all matters relating to credit card functions (including loss reporting, stopping payment and termination of use) shall be further subject to the terms related to credit cards.**

25. Use of Personal Information

By using an ATM card to access interbank services such as withdrawal, transfer, remittance, tax payment, bill payment, debit purchases and balance inquiry, the Account Holder agrees that the Bank, the financial institutions involved in the relevant transactions, the JCIC, FISC and other organizations established or operated with the approval of the Financial Supervisory Commission or the competent agricultural finance authority, may, for the purposes of completing the aforesaid interbank services, collect, process, transmit internationally and use the Account Holder's personal information in accordance with the law. Unless with the consent of the Account Holder or permitted by law, the Bank must not provide the Account Holder's personal information to any third party other than the organizations specified above.

26. Channel of Complaint

If the Account Holder applies for other cards having the functions of an ATM card, the guidance notes and terms and conditions specifically applicable to such cards shall apply, and any matters not provided for under said guidance notes and terms shall be governed by this Agreement. The Bank's customer hotline is (02)2383-1000 or 0800-818-001.

27. Jurisdiction

In the event of any dispute arising from the terms of this Part, the Account Holder and the Bank agree that the court of the location of the bank unit with which the Account Holder opened his/her/its account shall have first instance jurisdiction over any litigation arising from this Agreement, provided that if there are any special provisions on exclusive jurisdiction under the law, such provisions shall apply; provided further that the provisions on court jurisdiction over small-claim proceedings under Article 47 of the *Consumer Protection Act* or Article 436-9 of the *Code of Civil Procedure* shall not be excluded.

III. Voice Password, Online Banking Password and Wealth Management Transactions

1. Scope of Application

"Voice Password" is to be used for the Bank's phone banking services; "Online Banking Password" is to be used for the Bank's Mobile banking App, Online banking and other automated services provided by the Bank from time to time with the approval of the competent authorities (excluding online transactions conducted using a chip ATM card). By applying for an Online Banking Password, the Account Holder agrees to sign up for the above-listed automated services (except for phone banking). The Bank may terminate the Account Holder's access to all such automated services previously applied for by the Account Holder (excluding those under the "Terms of Wealth Management Transactions").

2. Application for, and Change and Safekeeping of, Voice Password, Online Banking Password and Username

To apply for a Voice Password, the Account Holder must do so in person with the relevant documents required for opening an account at any of the Bank's branches, where the Account Holder will be provided a password slip randomly generated by the Bank's computer system; alternatively, the Account Holder may log on to the Bank's online banking to request a Voice Password. Where the Account Holder applies for a Voice Password by obtaining a password slip at a branch, he/she/it must change the Voice Password recorded on the password slip issued by the Bank within 15 business days of the application to activate the phone banking service. Where the Account Holder applies for a Voice Password by logging on to the Bank's online banking, a verification SMS will be sent to the mobile phone number provided by the Account Holder to the Bank, and the Account Holder must complete the verification process within two minutes of the SMS being sent. Once the Account Holder sets his/her/its Voice Password through online banking, he/she/it will not be required to change the Voice Password.

To apply for an Online Banking Password or a Username, the Account Holder must do so in person with the relevant documents required for opening an account at any of the Bank's branches, or through the Bank's ATMs or video customer support. The Account Holder will then receive an SMS, on the mobile phone number provided thereby to the Bank, for setting the Online Banking Password or Username. The SMS will contain a unique computer-generated one-time link provided by the Bank. By clicking the link, the Account Holder will be able to set his/her/its Online Banking Password and Username without being required to change them. As an alternative to receiving the SMS for setting the password and Username, the Account Holder may obtain a password slip containing an Online Banking Password and Username randomly generated by the Bank's computer system, or apply for an Online Banking Password and Username on the Mobile banking App by way of facial recognition authentication, and set such password and Username on the App without being required to change them. **Where the Account Holder chooses to apply through the SMS option, the Account Holder must click the unique one-time link contained in the SMS to set his/her/its Online Banking Password and User ID within 72 hours of receipt of the SMS. The link will expire after 72 hours, in which case the Account Holder will have to submit a new application. Where the Account Holder chooses to apply through the password slip option, he/she/it change reset the Online Banking Password and Username within 15 business days of the application to activate Online banking and Mobile banking App services.**

Voice Password and Online Banking Password (including Username) are account holder-based. Each identity card number or Unified Business Number may only be used to apply for one Voice Password and one Online Banking Password. The same Voice Password and Online Banking Password will apply across all accounts held by the Account Holder with the Bank; separate applications are not required for different accounts. **In order to ensure deposit security, once the Account Holder sets/changes his/her/its Voice Password, Online Banking Password or Username, the same shall be kept safe and shall not be disclosed.** The Account Holder shall be solely liable for any leakage of his/her/its information or damage arising from any fraudulent use or misappropriation of his/her/its Voice Password, Online Banking Password or Username, unless it can be proved that the fraudulent use or misappropriation is a result of the Bank's failure to exercise the duty of care expected of a good faith administrator in its control of its information system.

3. Number of Unsuccessful Attempts Allowed and Reset

If the Account Holder enters an incorrect Voice Password, Online Banking Password or Username a given number of times in succession, the Bank may automatically terminate all access by Voice Password and Online Banking Password. If the Account Holder wishes to continue to use, or has forgotten, his/her/its Voice Password, Online Banking Password or Username, he/she/it shall submit a new application. If the Bank believes that the Account Holder has conducted improper transactions or that there may be suspected misappropriation by another person, the Bank may terminate the related Voice Password or Online Banking Password services at any time.

4. Effect of Transaction

Transactions conducted by the Account Holder by using Voice Password or Online Banking Password (including inquiry, transfer, payment, non-discretionary money trust investment in domestic and foreign securities, or any other automated services provided by the Bank with the approval of the competent authorities in the future) shall be deemed to have the same effect as transactions conducted over the counter by way of written documents.

5. Information Verification

Inquiry services that are available through automated services using Voice Password or Online Banking Password include all of the Account Holder's deposit accounts and other business dealings with the Bank. If the balance or transaction details obtained through inquiry by the

Account Holder are inconsistent with those recorded by the Bank or in the master file in the Bank's computer system, then the balance and details recorded by the Bank or in said master file shall prevail, unless the Account Holder is able prove that the balance or details recorded by the Bank are incorrect.

6. Scope of Application of and Change to Wealth Management Transaction Arrangement

- (i) "Wealth Management Transaction Arrangement" made by the Account Holder shall be applicable to transfers to and from designated accounts through the Bank's automated services such as phone banking, the Mobile banking App and Online banking. Such transfers shall be subject to such methods and restrictions as stipulated in the terms and conditions of said automated services provided by the Bank. Wealth Management Transaction Arrangement is account holder-based. Each identity card number or Unified Business Number may only be used to set up one set of Wealth Management Transaction Arrangement. To change the designated accounts, the Account Holder shall provide the account number(s) he/she/it wishes to add or remove.
- (ii) The Account Holder may choose to apply the Wealth Management Transaction Arrangement to ATM card transfers to and from designated accounts. If a prior transfer arrangement has already been put in place for the ATM card, such prior arrangement will automatically expire upon activation of the new Wealth Management Transaction Arrangement.

7. Service Fees

Interbank transfers made by the Account Holder through phone banking, online banking, or the Mobile banking App shall be subject to the following fees:

- (i) **Transfers of NT\$500 or less: free of charge for the first transfer of the day for each account.**
- (ii) **Transfers of between NT\$501 and 1,000 (inclusive), or transfers of NT\$500 or less beyond the first transfer of the day: NT\$10 per transaction.**
- (iii) **Transfers of NT\$1,001 or more: NT\$15 per transaction**
- (iv) **The Bank may charge discretionary service fees for payment of utility bills, taxes and other payments made by the Bank on behalf of the Account Holder.**

The Bank may amend the terms and conditions of this service at any time. In the event of any change to the service fees or related terms and conditions, the Bank may make an announcement or post the change on the Bank's official website without further notice. The Account Holder further authorizes the Bank to debit payments directly from the debiting account designated by the Account Holder.

IV. Personal Online Banking Service Terms and Conditions

1. Scope of Application

This Part sets out the general terms and conditions governing the Account Holder's use of the Bank's Personal Online Banking services (referred to as the "**Services**" in this section). Unless otherwise agreed, the terms of this Part shall apply. No other individual provisions shall conflict with the terms of this Part, provided that if an individual provision offers better protection to the Account Holder, such individual provision shall apply.

In the event of any ambiguity in any terms of this Part, such terms shall be construed in favor of the consumer.

2. Bank Information

- (i) Name of the Bank: Cathay United Bank
- (ii) Complaint and customer service hotline: (02)2383-1000 or 0800-818-001
- (iii) Website: <https://www.cathaybk.com.tw>
- (iv) Address: 7 Songren Road, Xinyi District, Taipei, ROC
- (v) Fax number: (02)2314-1328
- (vi) Email address: webservice@cathaybk.com.tw

3. Definitions

- (i) "Cathay United Bank Personal Mobile Banking App" and "Cathay United Bank Personal Online Banking" stated herein shall mean the applications that are available on App Store, Google Play and other official mobile app stores, and such Services available on the Bank's official website, including but not limited to "Online banking- CUBE" and "Mobile banking App- CUBE".
- (ii) **"Cathay United Bank Personal Online Banking" ("Personal Online Banking Web Version")**: various financial services provided by the Bank and various online services provided by the Bank's partners, which can be accessed directly by the Account Holder using an OTP (limited to specific services designated by the Bank), or the Online Banking Password, Username and other non-electronic signature-based means provided by the Bank upon application (with the Account Holder entering the correct identity card number, Online Banking Password or Username), through connecting his/her/its computers or mobile devices to the Bank's computer system via the Bank's private network or the Internet, without visiting the Bank in person.
- (iii) **"Cathay United Bank Personal Mobile Banking App" ("Personal Mobile Banking App")**: various financial services provided by the Bank, which can be accessed directly by the Account Holder using the login or authentication method agreed with the Bank, through connecting various types of mobile devices (installed with an open-source operating system allowing data and software application input, access, expansion and other such functions) to the Bank's computer system via telecommunications networks, without visiting the Bank in person. Personal Online Banking Web Version and Personal Mobile Banking App are collectively referred to as "Personal Online Banking".
- (iv) **"Personal Online Banking Password" and "Username"**: the code to be used for authentication during communication between the parties in relation to Personal Online Banking Web Version and Personal Mobile Banking App services, as agreed with the Bank when the Account Holder applies for such services.
- (v) **"Electronic File"**: a record of text, voice, images, videos, symbols or other data transmitted by the Bank or by the Account Holder through Internet connection, which record, while adequately expressing its purposes, is created for electronic processing in electronic form or in a form that cannot be directly perceived by human senses.
- (vi) **"Digital Signature"**: an electronic seal formed by digital data of a certain length derived from an Electronic File by an arithmetic algorithm or other computational methods, which is encrypted with the signatory's Private Key and can be verified by a Public Key and has a Digital Signature Certificate issued by a Certification Authority.

- (vii) **"Digital Signature Certificate" ("DSC")**: an electronic certificate containing the signature authentication data for the purpose of authenticating the signatory's identity and authority.
- (viii) **"Certification Authority"**: a company limited by shares that provides services relating to the creation of Digital Signatures and electronic authentication.
- (ix) **"Private Key"**: the part of a digital data pair that is kept by the signatory for the purpose of producing a Digital Signature.
- (x) **"Public Key"**: the part of a digital data pair that is publicly available for the purpose of authenticating a Digital Signature.
- (xi) **"Internet"**: an open network that uses TCP/IP as communication protocols.
- (xii) **"Browser"**: a user interface for accessing the Internet.
- (xiii) **"SSL (Secure Socket Layer) Encryption"**: a secure encryption system provided through both the user's browser and the host computer's web server, whose main objective is to protect the security of each piece of data transmitted by the user on a network.

4. Website and App Confirmation

Before using the Services, the Account Holder shall first check the accuracy of the URL of the Bank's Personal Online Banking Web Version (current website is <https://www.cathaybk.com.tw>) or the correct method for downloading and installing the components of the Bank's Personal Mobile Banking App. After confirming, the Account Holder may proceed to use the Personal Online Banking Web Version service or download and install the Personal Mobile Banking App. The Account Holder may call the Bank's service hotline (currently 02-2383-1000 or 0800-818-001) should he/she/it have any questions. The Bank shall exercise the duty of care expected of a good faith administrator to always ensure the accuracy and security of the website, and shall stay vigilant for fraudulent websites, to prevent any potential loss of the Account Holder's rights and interests.

5. Risks of the Application Environment of Personal Online Banking

The Account Holder understands that online transactions are not risk-free. The Account Holder shall exercise due care in selecting the relevant hardware and software used for online transaction services, and shall avoid conducting any transaction through any network equipment provided at an Internet café or any other insecure locations. He/she/it shall not expose any password or DSC, which may be used to authorize transactions, in any environment easily accessible by any third party (such as by posting it on a computer or writing it down on a piece of paper). The Bank shall inform the Account Holder of the risks of the application environment of Personal Online Banking from time to time in a manner that is perceivable by the public to remind the Account Holder of such risks.

6. Services

- (i) The Personal Online Banking services include, but are not limited to, deposit, credit, credit card, wealth management, and joint marketing or cooperative promotion services, such as inquiries, transactions, applications, settings, or modifications. The specific services offered are subject to the announcements on the Bank's website. In addition to the services to be provided by the Bank as specified in this Agreement, the Bank shall ensure all relevant information shown on its online banking website is accurate. The Bank's obligations to the Account Holder shall be no less than what is stated on the Personal Online Banking service.

- (ii) The Account Holder agrees that such services provided by the Bank fall under the category of digital content provided with the Account Holder's prior consent by means other than tangible media, or online services to be deemed completed once provided, and shall therefore not be subject to the right of rescission provided in Paragraph 1 of Article 19 of the *Consumer Protection Act*.
- (iii) For certain services, the Account Holder must apply separately with the Bank in order to use them.

7. Service Hours

- (i) The Services are available 24 hours a day, unless the system is unavailable or the Bank adjusts its service hours.
- (ii) The Bank may stipulate or announce different service hours due to the special nature of specific services.

8. Connection Preparation

- (i) **The Account Holder and the Bank agree to use the Internet to send and receive Electronic Files, and shall enter into a network service contract with their respective network operators, setting forth their respective rights and obligations. The Account Holder and the Bank shall each bear his/her/its own costs associated with the use of the Internet.**
- (ii) **To use the Services, the Account Holder shall be responsible for installing the necessary computer software, hardware and other security-related equipment at his/her/its own expense. If the Account Holder installs any other software or hardware required for computer operation, and it is necessary to use such software or hardware together with the software, hardware or equipment provided by the Bank, the Account Holder shall follow the relevant installation instructions provided by the Bank and bear his/her/its own costs and risks arising from such installation.**
- (iii) Where there is a special agreement between the Bank and the Account Holder, connection may take place only after the necessary testing has been conducted together with the Bank.
- (iv) Where the Bank provides any software, hardware, equipment and relevant documents specified in Section 8(ii) above, the Bank only agrees to the Account Holder's use of such items within the agreed scope of services. The Account Holder must not transfer, loan or deliver in any manner such equipment or documents to any third party. The Bank shall also specify the minimum software and hardware requirements for the Services on its website and on the packages of the software and hardware provided, and shall bear the risks of the software and hardware it provides. **Upon termination of the Services by the Account Holder, the Bank may request the Account Holder to return the aforesaid equipment.**

9. Safekeeping Responsibility

- (i) The Account Holder must enter the correct Online Banking identity card number, Password and Username on Personal Online Banking in order to use the Personal Online Banking services.
- (ii) If the Account Holder enters an incorrect Online Banking Password or Username on Personal Online Banking a given number of times (see the Bank's website for details) in succession, the Bank's computer system will automatically suspend the Account Holder's

use of the Services. If the Account Holder wishes to resume using the Services, he/she/it shall submit a new application.

- (iii) If the Account Holder forgets his/her/its Online Banking Password or Username, he/she/it shall submit a new application in such manner as designated by the Bank.
- (iv) The Account Holder shall be responsible for the safekeeping of the Online Banking Password, Username, DSC and other identity verification tools provided by the Bank for use in Personal Online Banking. These should not be disclosed to any third party and must be changed and activated within the prescribed period. If it is not possible to change them, the Bank shall be notified immediately. If the Account Holder fails to properly safeguard or keep these confidential, leading to unauthorized use or forgery, any resulting losses will be the Account Holder's responsibility, and the Bank will not be liable for any compensation.
- (v) The Account Holder shall be responsible for the safekeeping of other identifiers, software, hardware and relevant documents provided by the Bank.
- (vi) Where the Bank provides any software, hardware, equipment and relevant documents specified in the foregoing paragraphs, the Bank only agrees to the Account Holder's use of such items within the scope of Services. The Account Holder must not transfer, loan or deliver in any manner such equipment or documents to any third party. In the event of infringement of the intellectual property rights or other rights of the Bank or any third party arising out of an act by the Account Holder, or any damage arising out of misuse, the responsibility shall lie solely with the Account Holder. The Account Holder shall return all equipment and relevant documents immediately upon termination of the terms of this Part.

10. Effect of Electronic Files

- (i) Unless otherwise exempted by law, the parties agree to use Electronic Files as a means of expression. Electronic Files exchanged in accordance with the terms of this Part shall be deemed to have been produced by the Account Holder his/her/itself upon authentication through the agreed authentication means (such as Digital Signature, password and ID), without any obligation on the part of the Bank to conduct further verification. Such Electronic Files shall have the same effect as written documents.
- (ii) In the event of any dispute between the parties, neither party shall claim that an Electronic File is invalid or void due to the absence of any element of being in written form or of a signature in any trial, arbitration, mediation or other legal dispute resolution proceedings, during which the substance of the relevant agreement between the parties shall be presumed to be evidenced by the Electronic File records maintained by the Bank. The Bank shall not refuse to provide such records.

11. Receipt of and Response to Electronic Files

- (i) After the Bank receives an Electronic File that contains a Digital Signature or that which has been agreed by the Account Holder and the Bank to be used for identity authentication, in addition to addressing the matters inquired about, the Bank shall also make a web page or page available to the Account Holder, setting forth all important information contained in the transaction Electronic File for the Account Holder to confirm. Upon confirmation by the Account Holder, the Bank shall then validate or process the transaction immediately and inform the Account Holder of the result by way of an Electronic File.
- (ii) If the Bank or the Account Holder receives any an Electronic File from the other and cannot verify its identity or content, the file shall be deemed never having been sent. However, if the Bank is able to confirm the Account Holder's identity, it shall immediately inform the Account Holder of the fact in such manner as agreed by the parties.

12. Non-execution of Instructions Sent by Way of Electronic Files

The Bank shall not execute an instruction it receives by way of an Electronic File under any of the following circumstances:

- (i) **There are substantial reasons to doubt the authenticity of the Electronic File or the accuracy of the instruction.**
- (ii) **The Bank's execution of the instruction in the Electronic File would violate applicable laws.**
- (iii) **The Bank is unable to debit the fees payable by the Account Holder from his/her/its account for reasons attributable to the Account Holder.**
- (iv) **Other circumstances where execution is not required pursuant to this Part.**

If the Bank does not execute any instruction sent by way of an Electronic File pursuant to the preceding paragraph, it shall inform the Account Holder of the reason for non-execution and the relevant circumstances in such manner as agreed by the parties. Upon receipt of the notice, the Account Holder may seek confirmation from the Bank by telephone.

13. Time Limit for Exchange of Electronic Files

- (i) Electronic Files are processed by the Bank's computer system automatically. An Electronic File sent by the Account Holder and confirmed to be accurate by the Account Holder through the Bank's confirmation mechanism under Section 11(i) above may not be retracted, revoked or modified upon transmission to the Bank. However, a scheduled transaction that is not yet due may be withdrawn, cancelled or modified within the timeline stipulated by the Bank.
- (ii) If an Electronic File is sent to the Bank by online transmission and automatically processed by the Bank's computer system outside the Bank's service hours, unless otherwise agreed, the Bank shall inform the Account Holder by an Electronic File or an instant notification on the transaction screen that the transaction will not be processed pursuant to the instruction or it will be processed automatically on the next business day.
- (iii) If the scheduled date of a transaction instructed by way of an Electronic File sent to the Bank prior to the scheduled transaction date (scheduled transaction) falls on a non-business day, the transaction shall automatically be processed on the next business day. If the Bank is closed for business due to force majeure (such as typhoon or earthquake), the scheduled transaction shall not be processed by the Bank.

14. Transaction Verification

- (i) **The Bank shall notify the Account Holder by way of an Electronic File, instant notification, or in such other manners as agreed with the Account Holder upon completion of each transaction instruction executed through the Personal Online Banking. Additionally, the Bank shall collate the transactions on a monthly basis, print out the statements specifying the time of each transaction, and send the statements for the previous month to the Account Holder in the manner agreed upon by both parties (no statement will be sent for the months without transactions).**
- (ii) **The Account Holder shall check the notification specified in the preceding paragraph for errors. If the Account Holder believes that there is any error in the transaction details shown thereto or in a transaction statement, he/she/it shall**

notify the Bank within 45 days of the date on which he/she/it completes his/her/its use/receives the notification or statement, whereupon the Bank shall investigate.

- (iii) **Upon receipt of the Account Holder's notice, the Bank shall promptly conduct an investigation, and shall inform the Account Holder in writing of the status or result of the investigation within 30 days of receipt of the notice. If any error in the transaction records is discovered upon investigation, the Bank shall make corrections immediately. If no error is found upon investigation, the records of transactions stored in the Bank's computer system shall be presumed to be correct.**

15. Fees

- (i) **The Account Holder agrees that from the day on which he/she/it starts using the Services, he/she/it shall pay the service fees and other charges as stipulated in other sections. The Account Holder further authorizes the Bank to debit such fees and charges directly from the Account Holder's account.**
- (ii) **In the event of any adjustment to the rates mentioned in the preceding paragraph, the Bank shall post such adjustment in a prominent place on its website and inform the Account Holder of the adjustment by email 60 days prior to the effective date of the adjustment, provided that said effective date must not be earlier than the first day of the year following the year of the announcement and notice.**
- (iii) **If the adjustment mentioned in the preceding paragraph is an upward adjustment, the Bank shall provide on its website a means for the Account Holder to indicate whether he/she/it accepts the new rate. If the Account Holder does not indicate his/her/its acceptance by the effective date of the adjustment, the Bank shall suspend the Account Holder's use of part or all of the online banking services from the effective date of the adjustment. If the Account Holder accepts the rate adjustment after its effective date, the Bank shall immediately resume the Services.**
- (iv) **All fees payable by the Account Holder to the Bank are exclusive of all taxes. Taxes (if any) shall be paid separately by the Account Holder. The Account Holder further authorizes the Bank to debit such fees directly from the aforesaid account. The Bank shall not charge any fee that is not specified.**

16. Handling of Electronic File Errors

- (i) If an error not attributable to the Account Holder occurs in the Account Holder's Electronic File during his/her/its use of the Services, the Bank shall assist the Account Holder in making corrections and provide other necessary assistance.
- (ii) If an error occurs in the Services for reasons attributable to the Bank, the Bank shall make a correction immediately upon learning of the error and notify the Account Holder by way of an Electronic File or in such manner agreed by the parties. Nonetheless, the Account Holder agrees to provide the necessary assistance.
- (iii) If an error attributable to the Account Holder occurs in the Account Holder's Electronic File during his/her/its use of the Service, and the error concerns the code of the receiving financial institution, or deposit account number or amount provided in the Account Holder's application or instruction, thereby resulting in funds being transferred to a wrong account or an incorrect amount being transferred, the Bank shall upon being notified by the Account Holder:
1. Provide the transaction details and relevant information in accordance with applicable laws.

2. Contact the receiving bank for assistance.
3. Provide updates on the status.

17. Due Authorization and Responsibility with Respect to Electronic Files

- (i) The parties shall ensure that all Electronic Files transmitted to the other party have been duly authorized.
- (ii) If either party ("**first party**") discovers any fraudulent use or misappropriation of the Username, Online Banking Password, DSC, Private Key by a third party, or any other instances of lack of due authorization, such first party shall give notice to the other party immediately in such manner as agreed between them, advising the other party to stop using the services concerned and to take precautionary measures.
- (iii) Prior to receiving the notice specified in the preceding paragraph, the Bank shall be liable for the existing effect of a third party's use of the services concerned, unless:
 1. The Bank can prove willful misconduct or negligence on the part of the Account Holder.
 2. 45 days have lapsed since the Bank provided transaction details for verification or the relevant statement in such manner as agreed by the parties; provided that if the Account Holder has any specific reason (such as long-distance travel or hospitalization) that renders giving notice impossible, said period shall be amended to 45 days of the date on which such specific reason ceases to exist, unless there is willful misconduct or negligence on the part of the Bank.
- (iv) The Bank shall bear all forensic authentication costs arising from the investigation of the fraudulent use or misappropriation specified in Section 17(ii) above.

18. Information Systems Security

- (i) The parties shall ensure the information systems they use are secure in order to prevent business records or the Account Holder's personal information from being illegally hacked, stolen, tampered with or destroyed.
- (ii) In the event of a dispute in relation to a third party's breach of the protective measures of the Bank's information system or exploitation of a vulnerability in the information system, the burden to disprove such fact shall rest on the Bank.
- (iii) The Bank shall be held liable for any damage caused to the Account Holder due to a third party's hack into the Bank's information system.
- (iv) If the Account Holder uses the Services and does not log out or fails to execute any transactions within the time specified by the Bank, the Bank will automatically log the Account Holder out of the Bank's Personal Online Banking.

19. Confidentiality Obligations

- (i) Unless otherwise provided by law, each party shall ensure that none of the Electronic Files exchanged or the other party's information obtained thereby in the course of his/her/its use or execution of the Services under this Part shall be disclosed to any third party, nor shall such Electronic Files or information be used for any purposes unrelated to the terms of this Part. In the event of a disclosure by either party with the other party's consent to any third party, the disclosing party shall procure that the third party shall comply with the confidentiality obligations hereunder.

- (ii) Non-compliance with such confidentiality obligations by the foregoing third party shall be deemed a breach by the disclosing party of his/her/its own obligations.

20. Liability for Damages

Both parties agree to send or receive Electronic Files in accordance with the terms of this Part. If there is any delay, omission, or error attributable to one party that causes damage to the other party, the responsible party shall be liable to compensate the other party for the damages incurred.

21. Handling of Effect of Force Majeure / Events not attributable to the Bank

- (i) The Bank shall not be considered in breach of contract, nor shall it be liable for any compensation, if the Bank is unable to perform or delays in performing the Services due to force majeure or events beyond the Bank's control.
- (ii) The term "force majeure" as referred to in the preceding paragraph includes, but is not limited to, natural disasters, strikes, work stoppages, riots, wars, rebellions, accidental explosions, government-imposed restrictions, regional epidemics, computer malfunctions, line interruptions, or other circumstances beyond the Bank's control or not attributable to the Bank.

22. Transaction Notifications

The Account Holder agrees that the Bank may deliver to the Account Holder notifications of transactions conducted through Personal Online Banking via email, fax, SMS, push notifications and other such means. The Account Holder may also use the Bank's Personal Online Banking services to designate an email address for receiving transaction notifications. The Account Holder's email address, the email addresses of his/her/its designated recipients, as well as the fax numbers, mobile phone numbers, User IDs or other such details of the Account Holder and his/her/its transaction counterparties are provided by the Account Holder him/her/itself. The Account Holder shall ensure the accuracy of such information and be solely responsible for all damage arising from any inaccuracy in such information, none of which shall have any bearing on the Bank.

23. Record Retention

- (i) The parties shall maintain records of all Electronic Files of transaction instructions, and ensure the authenticity and completeness of such records. If the Account Holder fails to keep such records, the records maintained by the Bank shall be presumed to be true.
- (ii) The Bank shall exercise the duty of care expected of a good faith administrator in its record maintenance under the preceding paragraph. The retention period of such records shall be at least 5 years, provided that if a longer period is required by law, such period shall apply.
- (iii) "Electronic Files of transaction instructions" as referred to in Section 23(i) above means Electronic Files for services related to the transfer of funds or having a direct effect on the Account Holder's rights and interests.

24. Change of Services and Terms and Conditions

- (i) **The Account Holder agrees that if the Bank launches any new products or relevant services in the future, the Bank may add new terms for such new products or relevant services at any time, and post such terms on its business premises and website.**

- (ii) The Account Holder agrees that in the event of any amendment or addition to, or deletion from, the terms of this Part, the Bank may give notice of such change in writing or post the same on its business premises and website in lieu of notice.
- (iii) Unless otherwise specified in the terms of this Part, if the Account Holder does not raise any objection within seven days, he/she/it shall be deemed to have acknowledged such amendment, addition or deletion. However, the Bank shall notify the Account Holder in writing or by email 60 days in advance in the event of any change in relation to the matters set forth below. Such written or email notice shall contain clear and express wording that specifies the change and new and old provisions, and shall inform the Account Holder that he/she/it may raise his/her/its objection before the change becomes effective, failing which he/she/it shall be deemed to have acknowledged such amendment, addition or deletion, and shall further inform the Account Holder that if he/she/it objects to the change, he/she/it shall terminate the agreement by notice to the Bank within said period allowed for objection:
 1. The method of notice by the Bank and the Account Holder to each other in the event of any fraudulent use or misappropriation of the Username, password, DSC, Private Key by a third party, or any other instances of lack of due authorization.
 2. Other matters as required by the competent authorities.

25. Termination of Services

- (i) **The Account Holder may terminate the Services, provided that he/she/it or an agent authorized thereby in writing shall do so in person at the Bank.**
- (ii) **If the Bank wishes to terminate the terms of this Part, it must give the Account Holder a written notice or a notice in a manner agreed with the Account Holder 30 days prior to the termination date. However, the Bank may terminate all or part of the functions under the Services at any time by written notice to the Account Holder or in a manner agreed with the Account Holder under any of the following circumstances:**
 1. The Account Holder assigns any right or obligation under the terms of this Part to any third party without the Bank's consent.
 2. The Account Holder petitions for a declaration of bankruptcy in accordance with the *Bankruptcy Act* (破產法), or for reorganization or liquidation proceedings in accordance with the *Consumer Debt Settlement Ordinance* (消費者債務清理條例).
 3. The Account Holder breaches Sections 17 to 19 of this Part.
 4. The Account Holder breaches any other provisions under the terms of this Part and fails to remedy the breach or perform his/her/its obligations within the prescribed time period upon notice.
 5. The Account Holder breaches any applicable requirements of the Certification Companies.
 6. All deposit accounts opened by the Account Holder with the Bank have been closed.
 7. All credit cards applied for by the Account Holder with the Bank have been canceled.

8. The Account Holder intends to use the Services to process another person's data, has a record of improper or inappropriate use, engages in large or abnormal transactions, or engages in any improper behavior such as using simulation programs, Trojan programs, or virus programs.
- (iii) **The Bank may terminate the Account Holder's use of the foreign exchange transaction function under the Services if the Account Holder is found to have made false declaration of foreign exchange settlement on the Internet.**
- (iv) **The Bank may terminate the Account Holder's use of the foreign exchange transaction function under the Services if the Account Holder fails to close a price negotiation, or there are drastic fluctuations in the international foreign exchange market, or the Bank otherwise deems necessary for risk control purposes.**

V. Online banking Service Terms and Conditions

1. Change of Information and Function Settings

The Account Holder may add, delete or change his/her/its information or function settings (including but without limitation to discontinuation, statement delivery method and other such services) of Personal Online Banking Web Version. The Account Holder may also discontinue the following services of Personal Online Banking on Personal Online Banking Web Version: transfers to registered or non-registered accounts, transfers to non-registered accounts with an ATM card, ATM card international transactions or ATM card debit purchases. Such discontinuation shall have the same effect as that of a written application submitted by the Account Holder to the Bank. However, if the Account Holder wishes to resume using such services subsequent to the discontinuation, he/she/it must submit a new application to reactive the services over the counter at the Bank or by way of such authentication means as designated by the Bank.

2. Registration of Accounts for Transfers through Personal Online Banking Web Version

- (i) To make a transfer between the Account Holder's own accounts or to designate a debiting account, the Account Holder must apply in writing in advance and sign in person below the designated account filled on the application form, or set up in the Personal Mobile Banking App through the video customer service. Therefore, the Account Holder shall be deemed to have given his/her/its authorization to the Bank to process the relevant instructions even if the Authorized Signature Stamp for the designated debiting account is different from the one affixed to the application document. Once the Account Holder enters the correct identity card number, Online Banking Password and User ID, he/she/it shall be able to transfer funds between his/her/its own accounts or designate a debiting account.
- (ii) The addition of a new designated account by the Account Holder by using the OTP services or other identity authentication means agreed by the Bank shall be deemed to have been conducted by the Account Holder him/her/itself without any obligation on the part of the Bank to conduct further verification. Such online action shall have the same effect as if they have been conducted by way of written documents.
- (iii) A registered receiving account is an account designated by the Account Holder in advance. The Bank shall not be responsible for checking the registered account number or checking whether the number matches the specified account holder. The Account Holder shall be solely responsible for any transfer failure or erroneous transfer due to any inaccuracy in the account number provided thereby or his/her/its operational error.
- (iv) No withdrawal slip is required for transfers conducted through Personal Online Banking Web Version or the Personal Mobile Banking App. Such transfers shall have the same

effect as a current (savings) deposit made by way of a "withdrawal slip" affixed with the Authorized Signature Stamp.

3. Terms of Transfers through Personal Online Banking Web Version or the Personal Mobile Banking App

- (i) NTD transfers between the Account Holder's own designated accounts shall not be subject to any limit. For transfer limit of foreign currency, please refer to the Foreign Currency Electronic Transaction Limit Table published by the Bank.
- (ii) For transfers between the Bank's foreign currency accounts, or remittance to the Bank's OBU or another domestic/foreign bank account, the account for debiting and outward remittance must be the Account Holder's own foreign currency deposit account. In the case of transfers between an NTD account and a foreign currency account, the debiting and receiving account must be the Account Holder's own deposit account. Unless otherwise agreed, the transaction limit is NT\$500,000 or its equivalent per day. If the Account Holder is an adult natural person and the transaction is completed during the Bank's normal business hours (from 9:00 to 15:30) on a business day by using the "CUB Digital Certificate" downloaded through the Personal Mobile Banking App, the limit for such foreign exchange transaction is US\$450,000 or its equivalent per day.
- (iii) The aggregate amount of all transfers through phone banking, Personal Online Banking Web Version and the Personal Mobile Banking App between accounts of different currencies must not exceed US\$100,000 or its equivalent per person per day.
- (iv) Inter-bank transfers between registered accounts are limited to NTD transactions only, and the per-transaction limit is NT\$ 2 million. The daily aggregate limit on the total amount of all transfers made through the Account Holder's ATM card, phone banking, Personal Online Banking Web Version and Personal Mobile Banking App is NT\$ 3 million.
- (v) Should the Bank make any adjustment to the foregoing limits, the relevant terms stipulated by the Bank shall apply.

4. Unregistered Account Transfers through Personal Online Banking Web Version or the Personal Mobile Banking App

- (i) Unless otherwise agreed, the only accounts the Account Holder may designate as debiting accounts for the Services are his/her/its own NTD current deposit (savings) accounts or foreign currency deposit accounts with the Bank. The account number of the receiving account will be entered by the Account Holder. Therefore, the Account Holder shall be solely liable if funds are transferred to a wrong account due to an error in the account number entered. The Account Holder may make NTD transfers to unregistered accounts, pay utility bills, pay taxes or use other new services as may be provided by the Bank through Personal Online Banking Web Version or the Personal Mobile Banking App (limited to non-electronic signature-based services) by way of OTP verification or other verification means designated by the Bank. The Bank will send a transaction verification password to the Account Holder's OTP Token or mobile phone installed with the Personal Mobile Banking App, and the Account Holder must enter the OTP, the transaction verification password set by the Account Holder in advance or other designated verification means on the transaction page of Personal Online Banking Web Version or the Personal Mobile Banking App to complete the verification process. The transaction, daily and monthly limits on transfers to unregistered accounts (including transfers between different currency accounts) are NT\$50,000 or its equivalent, NT\$100,000 or its equivalent, and NT\$200,000 or its equivalent respectively. If the Account Holder adjusts the limits that he/she/it has set for NTD transfers to unregistered accounts through Personal Online Banking Web Version or the Personal Mobile Banking App over the counter, then such

transaction limits shall apply. The limits set by the Account Holder him/her/itself must fall within the following ranges: NT\$10,000 to 500,000 for transaction/daily limit; NT\$10,000 to 1 million for monthly limit. Once the Account Holder sets his/her/its own limits on NTD transfers to unregistered accounts, such limits shall no longer count towards the aggregate limits on bill payment and tax payment through Personal Online Banking Web Version and the Personal Mobile Banking App.

- (ii) In the event of any change to the foregoing transaction limits (except changes pursuant to any announcement made by FISC or any competent authorities), the Bank shall post the change on its official website prior to implementation.

5. Scheduled Transfers through Personal Online Banking Web Version or the Personal Mobile Banking App

- (i) Scheduled transfers are limited to same-currency transactions only.
 1. NTD: The Account Holder may schedule transfers on any future date within two years from the day following the date of instruction. If the date set for a scheduled transfer does not exist, the transfer date shall be the next calendar day. For example, a transfer is scheduled for the 31st of each month, but since there is no 31st in February, the transfer will be processed on March 1 (the next calendar day), instead. If business is suspended due to force majeure or other reasons, the transfer date shall be the next business day.
 2. Foreign Currency: The Account Holder may schedule transfers on any future date within one year from the day following the date of instruction. If the date set for a scheduled transfer does not exist, or if business is suspended due to force majeure or other reasons, the transfer date shall be the next business day. In case where the scheduled transfer date does not exist, the transfer date shall be the next business day. For example, a transfer is scheduled for the 31st of each month, but since there is no 31st in February, the transfer will be processed on the next business day, say March 1, instead.
- (ii) If the Account Holder wishes to cancel a scheduled transfer, he/she/it shall do so no later than one day prior to the scheduled transfer date.
- (iii) If the Account Holder's account or the debiting and receiving accounts designated by the Account Holder is closed or transferred, all scheduled transfers involving such accounts shall be cancelled simultaneously.
- (iv) If the Account Holder changes his/her/its password after scheduling a transfer, all scheduled transfers previously set up using the old password shall remain effective.
- (v) The execution of a scheduled transfer is evidenced by the transaction result at the time when the Bank actually executes the transfer. The Account Holder may view the details and the results of his/her/its scheduled transfers through Personal Online Banking Web Version or the Personal Mobile Banking App.
- (vi) The Account Holder shall be solely responsible for any scheduled transfer failure due to insufficient funds in the debiting account, or because any amount therein is placed on hold or seized, the Account Holder is reprimanded by the authorities, or the use of the account violates the relevant laws and regulations, on the scheduled transfer date, without further notice from the Bank. In the event of any change to the scheduling period, the relevant terms stipulated by the Bank shall apply.

- (vii) The Account Holder shall check his/her/its balance on the scheduled transfer date. The Account Holder shall be solely responsible for any failure in other registered debits due to the Bank's execution of the scheduled transfer, without further notice from the Bank.

6. Closing an Account Online through Personal Online Banking Web Version

- (i) NTD current deposit accounts (except securities transfer accounts) may be closed online.
- (ii) The balance in the current deposit account must not exceed NT\$50,000.
- (iii) The Account Holder shall not be allowed to close his/her/its account online if:
 - 1. There is any bill for collection or bill of exchange on the account that has not been honored.
 - 2. The account is subject to withdrawal restrictions, or has a negative balance after deducting relevant fees.
 - 3. A paperless time deposit under the account has not been terminated.
 - 4. The account is still linked to a revolving loan facility.
 - 5. There are outstanding service fees on the account.
 - 6. The account is linked to an ATM card with stored value functions.
- (iv) If the account has been designated for receipts or payments, the original authorization (including without limitation payment of insurance premium) shall terminate simultaneously upon completion of the account closing procedures by the Bank. The Account Holder shall be solely liable for any disputes with any third party arising from such receipt or payment arrangements after the termination, and such disputes shall have no bearing on the Bank.
- (v) The Account Holder agrees that the Bank will also terminate all electronic services previously requested and all undue scheduled transfers previously set up when the Bank completes the account closing procedures. The Account Holder shall assume all liability for compensation arising from any subsequent dispute so caused or any losses so caused to the Bank.
- (vi) The remaining balance in the account upon closing shall be transferred to the Account Holder's other accounts with the Bank.
- (vii) The account closing date shall be the date on which the Bank's computer system completes the account closing procedures.
- (viii) The Account Holder him/her/itself shall destroy the passbook upon account closing.

7. Transfer and Remittance Notice and Operating Principles

- (i) The following transactions must be completed during the Bank's normal business hours (from 9:00 to 15:30) on a business day, otherwise the Account Holder shall be solely liable for any dishonored cheques or other losses arising from any delay: transfers and remittances to and from NTD and foreign currency deposit accounts; conversions between different currencies; or transfers into a cheque deposit account in which there is any dishonored cheque due to insufficient funds in the account on that business day. Transfers and remittances made by the Account Holder outside the Bank's business hours shall be posted on such dates as stipulated by the Bank.

- (ii) If a transfer or remittance cannot be completed on a given day due to computer breakdown, connection interruption or other reasons not attributable to the Bank, then:
1. The Bank may cancel the transfer or remittance and return the debited amount back to the Account Holder's original deposit account.
 2. The Account Holder may conduct the transfer or remittance again on the next business day.

8. Foreign Exchange Transaction Notice

- (i) The Account Holder shall be solely responsible for checking whether the foreign exchange transactions conducted thereby through Personal Online Banking comply with all applicable laws on foreign exchange administration and declaration as well as the limits under such laws. The Account Holder him/her/itself shall conduct NTD settlement transactions that require him/her/it to submit certain documents (including without limitation contracts, approval letters and other such supporting documents) under the law or require the competent authority's approval, and shall check such transactions for compliance. The Bank shall have no obligation to verify the legality of such foreign exchange transactions. The Account Holder further acknowledges the following notice provided by the Bank:
1. A foreign exchange transaction shall be reported to the CBC by way of a Declaration Statement of Foreign Exchange Receipts and Disbursements or Transactions. The Account Holder shall review and comply with the Instructions for Completing the Declaration Statement of Foreign Exchange Receipts and Disbursements or Transactions (外匯收支或交易申報書填報說明), and report the nature of the transaction in a truthful manner. Unless otherwise required under the Regulations Governing the Declaration of Foreign Exchange Receipts and Disbursements or Transactions, the Account Holder shall not be allowed to make any change to the declaration statement once it is submitted. If the Account Holder is found to have provided any false information in the declaration statement, he/she/it shall be subject to a fine in accordance with Paragraph 1 of Article 20 of the Foreign Exchange Regulation Act. (At the time when this Agreement is printed, said fine ranges from NT\$30,000 to NT\$600,000. In any case, the specific amount shall be subject to the then-current law).
 2. To apply for and uses the Services, the Account Holder (a natural person) shall obtain the relevant documents evidencing the competent authority's approval of the Account Holder's compliance and eligibility.
 3. The Bank has the right to submit, for filing purposes, its currency conversion receipts or transaction slips in a truthful manner pursuant to applicable foreign exchange regulations. The Account Holder shall acknowledge all such currency conversion receipts and transaction slips and shall not raise any objection. If the Bank finds out through the online real-time operating system required by the competent authority that the Account Holder's aggregate transaction amount for the year has exceeded the Account Holder's annual settlement quota, the Bank shall have the right to reject the transaction.
 4. The relevant transaction limits set forth in the Foreign Currency Electronic Transaction Limit Table published by the Bank shall apply to transactions conducted by the Account Holder (based on ID in the case of a settler). The Bank may adjust the limits at any time based on its consideration of the law or risks, in which case it shall post such adjustment (except any adjustment made due to the

government's emergency policies or international emergencies) on its official website 30 days prior to implementation.

- (ii) To make a purchase or sale of foreign exchange by a deposit transfer through the Personal Online Banking, the debiting and receiving accounts must be the Account Holder's own NTD current or savings deposit account or foreign currency current deposit account.
- (iii) The Account Holder is limited to making foreign exchange transfers only between their own foreign exchange deposit accounts as agreed through channels such as the Account Holder OTC application at the Bank or video customer service, or to transferring funds to the Bank's OBU or to accounts at other domestic/foreign banks.
- (iv) The amounts, exchange rates and currencies of transfers as well as the scheduled transactions conducted by the Account Holder shall be subject to the relevant terms stipulated by the Bank.

9. Transactions of Paperless Time Deposits

- (i) Transactions relating to paperless time deposits conducted by the Account Holder through the Personal Online Banking are considered intrabank transfers and do not require prior agreement with the Bank.
- (ii) Transactions relating to paperless time deposits shall be further subject to Part V (Paperless Time Deposit Terms and Conditions) of Chapter 2 provided by the Bank.

10. The Bank may post any change to its Personal Online Banking services on its official website without further notice to the Account Holder.

VI. Corporate Online Banking Service Terms and Conditions

1. Scope of Application

This Part sets out the general terms and conditions governing the Account Holder's use of the Bank's Global MyB2B and Global MyB2B App (referred to as the "Services" in this section). Unless otherwise agreed, the terms of this Part shall apply. No other individual provisions shall conflict with the terms of this Part, provided that if an individual provision offers better protection to the Account Holder, such individual provision shall apply.

In the event of any ambiguity in any terms of this Part, such terms shall be construed in favor of the consumer.

2. Bank Information

- (i) Name of the Bank: Cathay United Bank
- (ii) Complaint and customer service hotline: (02)2383-0123 or 0800-818-009
- (iii) Website: <https://www.globalmyb2b.com>
- (iv) Address: 7 Songren Road, Xinyi District, Taipei, ROC
- (v) Fax number: (02)2314-1328
- (vi) Email address: webservice@cathaybk.com.tw

3. Definitions

- (i) "Global Corporate Mobile Banking App" and "Global Corporate Online Banking" stated herein shall mean the applications that are available on App Store, Google Play and other official mobile app stores, and such Services available on the Bank's official website.
- (ii) "Global Corporate Online Banking" ("Global MyB2B"): various financial services provided by the Bank and various online services provided by the Bank's partners, which can be accessed directly by the Account Holder using an OTP (limited to specific services designated by the Bank), or the Corporate ID (in the form of a Unified Business Number or personal identity card number), User Password, User ID, Digital Signature Password, hardware, software and relevant documents provided by the Bank to authorized users, through connecting his/her/its computers or mobile devices to the Bank's computer system via the Bank's private network or the Internet, without visiting the Bank in person.
- (iii) "Global Corporate Mobile Banking App" ("Global MyB2B App"): various financial services provided by the Bank, which can be accessed directly by the Account Holder using the login or authentication method agreed with the Bank and whereby the Account Holder verifies transactions with an OTP, through connecting mobile phones or other mobile devices to the Bank's computer system, without visiting the Bank in person. Global MyB2B and Global My B2B App are collectively referred to as "Corporate Online Banking".
- (iv) "Corporate ID": the ID requested from the Bank by the Account Holder for logging on to Global MyB2B or the Global MyB2B App.
- (v) "User Password" and "User ID": a set of password/code which, upon being verified by the system's user authentication method, enables the Account Holder to access the Global MyB2B and Global MyB2B App service systems via the Bank's private network or the Internet.
- (vi) "Electronic File": a record of text, voice, images, videos, symbols or other data transmitted by the Bank or by the Account Holder through Internet connection, which record, while adequately expressing its purposes, is created for electronic processing in electronic form or in a form that cannot be directly perceived by human senses.
- (vii) "Digital Signature": an electronic seal formed by digital data of a certain length derived from an Electronic File by an arithmetic algorithm or other computational methods, which is encrypted with the signatory's Private Key and can be verified by a Public Key and has a Digital Signature Certificate issued by a Certification Authority.
- (viii) "Digital Signature Password": a unique password for storing and activating a Private Key to implement a Digital Signature algorithm.
- (ix) "Digital Signature Certificate" ("DSC"): an electronic certificate containing the signature authentication data for the purpose of authenticating the signatory's identity and authority.
- (x) "Certification Authority": a company limited by shares that provides services relating to the creation of Digital Signatures and electronic authentication.
- (xi) "Certification Carrier": an electronic device (such as CD, disk or smart card) that stores a Private Key and/or DSC.
- (xii) "Private Key": the part of a digital data pair that is kept by the signatory for the purpose of producing a Digital Signature.
- (xiii) "Public Key": the part of a digital data pair that is publicly available for the purpose of authenticating a Digital Signature.
- (xiv) "Internet": an open network that uses TCP/IP as communication protocols.

- (xv) "Browser": a user interface for accessing the Internet.
- (xvi) "SSL (Secure Socket Layer) Encryption": a secure encryption system provided through both the user's browser and the host computer's web server, whose main objective is to protect the security of each piece of data transmitted by the user on a network.

4. Website and App Confirmation

Before using the Services, the Account Holder shall first check the accuracy of the URL of the Bank's GlobalMyB2B (currently <https://www.cathaybk.com.tw/cathaybk/corp/>) or the correct method for downloading and installing the components of the Bank's Global MyB2B App. After confirming, the Account Holder may proceed to use the GlobalMyB2B or or download and install the Global MyB2B App. The Account Holder may call the Bank's service hotline (currently 02-2383-0123 or 0800-818-009) should he/she/it have any questions. The Bank shall exercise the duty of care expected of a good faith administrator to ensure the accuracy and security of the website at all times, and shall stay vigilant for fraudulent websites, to prevent any potential loss of the Account Holder's rights and interests.

5. Risks of the Application Environment of Corporate Online Banking

The Account Holder understands that online transactions are not risk-free. The Account Holder shall exercise due care in selecting the relevant hardware and software used for online transaction services, and shall avoid conducting any transaction through any network equipment provided at an Internet café or any other insecure locations. He/she/it shall not expose any password or DSC, which may be used to authorize transactions, in any environment easily accessible by any third party (such as by posting it on a computer or writing it down on a piece of paper). The Bank shall inform the Account Holder of the risks of the application environment of Corporate online banking from time to time in a manner that is perceivable by the public to remind the Account Holder of such risks.

6. Services

- (i) The Account Holder agrees that Corporate Online Banking inquiry services are available for all of his/her/its accounts with the Bank. In addition to the services to be provided by the Bank as specified in this Agreement, the Bank shall ensure all relevant information shown on its Corporate Online Banking website is accurate. The Bank's obligations to the Account Holder shall be no less than that which is stated on the website.
- (ii) The Account Holder agrees that such services provided by the Bank fall under the category of digital content provided with the Account Holder's prior consent by means other than tangible media, or online services to be deemed completed once provided, and shall therefore not be subject to the right of rescission provided in Paragraph 1 of Article 19 of the Consumer Protection Act.
- (iii) For certain services, the Account Holder must apply separately with the Bank in order to use them.

7. Service Hours

- (i) The Services are available 24 hours a day, unless the system is unavailable or the Bank adjusts its service hours. Nevertheless, the following transactions must be completed during the Bank's business hours, otherwise the Account Holder shall be solely liable for any dishonored cheques or other losses arising from any delay: transfers and remittances to and from NTD and foreign currency deposit accounts; conversions between different currencies; or transfers into a cheque deposit account in which there is any dishonored cheque due to insufficient funds in the account on that business day. Transfers and

remittances made by the Account Holder outside the Bank's business hours shall be posted on such dates as stipulated by the Bank.

- (ii) The Bank may stipulate or announce different service hours due to the special nature of specific services.

8. Connection Preparation

- (i) The Account Holder and the Bank agree to use the Internet to send and receive Electronic Files, and shall enter into a network service contract with their respective network operators, setting forth their respective rights and obligations. The Account Holder and the Bank shall each bear his/her/its own costs associated with the use of the Internet.
- (ii) To use the Services, the Account Holder shall be responsible for installing the necessary computer software, hardware and other security-related equipment at his/her/its own expense. If the Account Holder installs any other software or hardware required for computer operation, and it is necessary to use such software or hardware together with the software, hardware or equipment provided by the Bank, the Account Holder shall follow the relevant installation instructions provided by the Bank and bear his/her/its own costs and risks arising from such installation.
- (iii) Where there is a special agreement between the Bank and the Account Holder, connection may take place only after the necessary testing has been conducted together with the Bank.
- (iv) Where the Bank provides any software, hardware, equipment and relevant documents specified in Section 8(ii) above, the Bank only agrees to the Account Holder's use of such items within the scope of Services. The Account Holder must not transfer, loan or deliver in any manner such equipment or documents to any third party. The Bank shall also specify the minimum software and hardware requirements for the Services on its website and on the packages of the software and hardware provided, and shall bear the risks of the software and hardware it provides. Upon termination of the Services by the Account Holder, the Bank may request the Account Holder to return the aforesaid equipment.

9. Safekeeping Responsibility

- (i) The Account Holder must enter the correct Corporate ID or identity card number (as the case may be), as well as the correct User Password, User ID and Digital Signature Password (hereinafter collectively "User ID and Password") on Corporate Online Banking in order to use the Corporate Online Banking services.
- (ii) To use the Corporate Online Banking services, the Account Holder shall promptly change and activate the User ID and Password delivered thereto (or set therefor) by the Bank within the prescribed period. If the Account Holder is unable to do so, he/she/it shall inform the Bank immediately.
- (iii) If the Account Holder enters an incorrect User Password or User ID on Corporate Online Banking a given number of times (see the Bank's website for details) in succession, the Bank's computer system will automatically suspend the Account Holder's use of the Services. If the Account Holder wishes to resume using the Services, he/she/it shall submit a new application.
- (iv) If the Account Holder enters an incorrect Digital Signature Password a given number of times (see the Bank's website for details) in succession, the Bank's computer system or Certification Carrier will automatically suspend the Account Holder's use of the Digital Signature services. If the Account Holder wishes to resume using such services, he/she/it shall submit a new application to unlock or reset his/her/its Digital Signature Password.

- (v) If the Account Holder forgets his/her/its User Password or User ID, he/she/it shall submit a new application in such manner as designated by the Bank.
- (vi) The Account Holder shall, and shall procure that his/her/its authorized users shall, be responsible for the safekeeping of: the authorized users' User Password, User ID, software, hardware and relevant documents provided by the Bank for Global MyB2B and the Global MyB2B App; or the Digital Signature Password, OTP Token, Corporate Mobile Password or Digital Signature Certificate requested and other tools sufficient to identify identity, and shall not be disclosed to third parties. If the Account Holder fails to properly safeguard or keep confidential and as a result suffers damage due to misuse or forgery, the Account Holder is responsible for such damages, and the Bank will not be liable for any compensation.
- (vii) The Account Holder and its authorised users shall be responsible for the safekeeping of other identifiers, software, hardware and relevant documents provided by the Bank.
- (viii) Where the Bank provides any software, hardware, equipment and relevant documents specified in the foregoing paragraphs, the Bank only agrees to the Account Holder's use of such items within the scope of Services. The Account Holder must not transfer, loan or deliver in any manner such equipment or documents to any third party. In the event of infringement of the intellectual property rights or other rights of the Bank or any third party arising out of an act by the Account Holder, or any damage arising out of misuse, the responsibility shall lie solely with the Account Holder. The Account Holder shall return all equipment and relevant documents immediately upon termination of the terms of this Part.

10. Global MyB2B Authorization and Safeguards

- (i) The Account Holder agrees that users of this Service are categorized into authorization administrators and general users.
- (ii) The Account Holder may apply for single authorization or dual authorization based on his/her/its needs.
- (iii) Authorization administrators can set up and manage the access rights, transaction rights and account access rights of general users.
- (iv) Authorization administrators may apply for multi-user authorization as needed, and such users shall be categorized into processors and managers based on their authority. To enhance the anti-fraud mechanism, such processors and managers shall be required to use their respective Corporate ID, User Password and User ID to access the operating system. Processors shall be responsible for entering transaction information, while managers shall be responsible for reviewing, confirming and sending the information.

11. DSC Application, Renewal Fee, Scope of Application and Other Terms in Relation to Global MyB2B

- (i) The Account Holder authorizes the Bank to debit the fees for DSC application and renewal from the Account Holder's designated account. In the event of any change to the rates of DSC fees, the scope of use of DSCs, the URL of Global MyB2B or the Bank's relevant services, the Bank may post the change on its website.
- (ii) The Account Holder can use the Digital Signature algorithm to access the Global MyB2B website to request new services, amend the agreement in relation to different services, change his/her/its personal information and conduct various types of transactions. The Account Holder shall read carefully all materials provided by the Bank and the Certification Authority in the process of the application, as well as the information provided on the Bank's website (such as guidance notes on DSC application). The Account Holder agrees

to comply with the terms set forth in such materials and all terms posted on the Global MyB2B website.

12. Effect of Electronic Files

- (i) Unless otherwise excluded by law, the parties agree to use Electronic Files as a means of expression. Electronic Files exchanged in accordance with the terms of this Part (such as registered account transfer instructions, batch transfers, transfers and remittances, batch remittances, file transmission of files relating to negotiable instrument collection, service application, and requests for change or termination) shall be deemed to have been produced by the Account Holder his/her/itself upon authentication through the agreed authentication means (such as Digital Signature, password and ID), without any obligation on the part of the Bank to conduct further verification. Such Electronic Files shall have the same effect as written documents.
- (ii) After the Bank completes a requested transfer or remittance, the Account Holder shall not be required to submit any deposit/withdrawal slip or remittance slip. The transaction shall have the same effect as if it was conducted by presenting a withdrawal slip affixed with the Authorized Signature Stamp, and shall create the same obligation upon the Bank to settle the Account Holder's claims.
- (iii) The Account Holder shall be liable for any dispute arising from any omission or error in the file based on which the Bank processes the transfer or remittance, and such dispute shall have no bearing on the Bank.
- (iv) In the event of any dispute between the parties, neither party shall claim that an Electronic File is invalid or void due to the absence of any element of being in written form or of a signature in any trial, arbitration, mediation or other legal dispute resolution proceedings, during which the substance of the relevant agreement between the parties shall be presumed to be evidenced by the Electronic File records maintained by the Bank. The Bank shall not refuse to provide such records.

13. Change of Information and Function Settings

The Account Holder may add, delete or change his/her/its information or function settings (including without limitation discontinuation, statement delivery method and other such services) on the Bank's official Global MyB2B website, which shall have the same effect as that of a written application submitted by the Account Holder to the Bank.

14. Receipt of and Response to Electronic Files

- (i) After the Bank receives an Electronic File that contains a Digital Signature or that which has been agreed by the Account Holder and the Bank to be used for identity authentication, in addition to addressing the matters inquired about, the Bank shall also make a web page or page available to the Account Holder, setting forth all important information contained in the transaction Electronic File for the Account Holder to confirm. Upon confirmation by the Account Holder, the Bank shall then validate or process the transaction immediately and inform the Account Holder of the result by way of an Electronic File.
- (ii) If the Bank or the Account Holder receives any an Electronic File from the other and cannot verify its identity or content, the file shall be deemed never having been sent. However, if the Bank is able to confirm the Account Holder's identity, it shall immediately inform the Account Holder of the fact in such manner as agreed by the parties.

15. Non-execution of Instructions Sent by Way of Electronic Files

The Bank shall not execute an instruction it receives by way of an Electronic File under any of the following circumstances:

- (i) There are substantial reasons to doubt the authenticity of the Electronic File or the accuracy of the instruction.
- (ii) The Bank's execution of the instruction in the Electronic File would violate applicable laws.
- (iii) The Bank is unable to debit the fees payable by the Account Holder from his/her/its account for reasons attributable to the Account Holder.
- (iv) Other circumstances where execution is not required pursuant to this Agreement.

If the Bank does not execute any instruction sent by way of an Electronic File pursuant to the preceding paragraph, it shall inform the Account Holder of the reason for non-execution and the relevant circumstances in such manner as agreed by the parties. Upon receipt of the notice, the Account Holder may seek confirmation from the Bank by telephone.

16. Time Limit for Exchange of Electronic Files

- (i) Electronic Files are processed by the Bank's computer system automatically. An Electronic File sent by the Account Holder and confirmed to be accurate by the Account Holder through the Bank's confirmation mechanism under Section 14(i) above may not be retracted, revoked or modified upon transmission to the Bank. However, a scheduled transaction that is not yet due may be withdrawn, cancelled or modified within the timeline stipulated by the Bank.
- (ii) If an Electronic File is sent to the Bank by online transmission and automatically processed by the Bank's computer system outside the Bank's service hours, unless otherwise agreed, the Bank shall inform the Account Holder by an Electronic File or an instant notification on the transaction screen that the transaction will not be processed pursuant to the instruction or it will be processed automatically on the next business day.
- (iii) If the scheduled date of a transaction instructed by way of an Electronic File sent to the Bank prior to the scheduled transaction date (scheduled transaction) falls on a non-business day, the transaction shall automatically be processed on the next business day. If the Bank is closed for business due to force majeure (such as typhoon or earthquake), the scheduled transaction shall not be processed by the Bank unless otherwise provided for in the terms of this Part, and in which case the terms of this Part shall prevail.

17. Transaction Verification

- (i) The Bank shall notify the Account Holder by way of an Electronic File, instant notification, or in such other manners as agreed with the Account Holder upon completion of each transaction instruction executed through the Corporate Online Banking.
- (ii) The Account Holder shall check the notification specified in the preceding paragraph for errors. If the Account Holder believes that there is any error in the transaction details shown thereto or in a transaction statement, he/she/it shall notify the Bank within 45 days of the date on which he/she/it completes his/her/its use/receives the notification or statement, whereupon the Bank shall investigate.
- (iii) Upon receipt of the Account Holder's notice, the Bank shall promptly conduct an investigation, and shall inform the Account Holder in writing of the status or result of the investigation within 30 days of receipt of the notice. If any error in the transaction records is discovered upon investigation, the Bank shall make corrections immediately. If no error

is found upon investigation, the records of phone banking transactions stored in the Bank's computer system shall be presumed to be correct.

18. Fees

- (i) The Account Holder agrees that from the day on which he/she/it starts using the Services, he/she/it shall pay the service fees and other charges at the agreed rates, which are set forth in the Fee Schedule (No. ○○/24-1) attached hereto. The Account Holder further authorizes the Bank to debit such fees and charges directly from the Account Holder's account.
- (ii) In the event of any adjustment to the rates mentioned in the preceding paragraph, the Bank shall post such adjustment in a prominent place on its website and inform the Account Holder of the adjustment by email 60 days prior to the effective date of the adjustment, provided that said effective date must not be earlier than the first day of the year following the year of the announcement and notice.
- (iii) If the adjustment mentioned in the preceding paragraph is an upward adjustment, the Bank shall provide on its website a means for the Account Holder to indicate whether he/she/it accepts the new rate. If the Account Holder does not indicate his/her/its acceptance by the effective date of the adjustment, the Bank shall suspend the Account Holder's use of part or all of the Corporate Online Banking from the effective date of the adjustment. If the Account Holder accepts the rate adjustment after its effective date, the Bank shall immediately resume the Services under this Part.
- (iv) All fees payable by the Account Holder to the Bank are exclusive of all taxes. Taxes (if any) shall be paid separately by the Account Holder. The Account Holder further authorizes the Bank to debit such fees directly from the aforesaid account. The Bank shall not charge any fee that is not specified.

19. Electronic File Errors

- (i) If an error not attributable to the Account Holder occurs in the Account Holder's Electronic File during his/her/its use of the Services, the Bank shall assist the Account Holder in making corrections and provide other necessary assistance.
- (ii) If an error occurs in the Services for reasons attributable to the Bank, the Bank shall make a correction immediately upon learning of the error and notify the Account Holder by way of an Electronic File or in such manner agreed by the parties. Nonetheless, the Account Holder agrees to provide the necessary assistance.
- (iii) If an error attributable to the Account Holder occurs in the Account Holder's Electronic File during his/her/its use of the Service, and the error concerns the code of the receiving financial institution, or deposit account number or amount provided in the Account Holder's application or instruction, thereby resulting in funds being transferred to a wrong account or an incorrect amount being transferred, the Bank shall upon being notified by the Account Holder:
 - 1. Provide the transaction details and relevant information in accordance with applicable laws.
 - 2. Contact the receiving bank for assistance.
 - 3. Provide updates on the status.

20. Due Authorization and Responsibility with Respect to Electronic Files

- (i) The parties shall ensure that all Electronic Files transmitted to the other party have been duly authorized.
- (ii) If either party ("first party") discovers any fraudulent use or misappropriation of the User ID, password, DSC, or Private Key by a third party, or any other instances of lack of due authorization, such first party shall give notice to the other party immediately in such manner as agreed between them, advising the other party to stop using the services concerned and to take precautionary measures.
- (iii) Prior to receiving the notice specified in the preceding paragraph, the Bank shall be liable for the existing effect of a third party's use of the services concerned, unless:
 - 1. The Bank can prove willful misconduct or negligence on the part of the Account Holder.
 - 2. 45 days have lapsed since the Bank provided transaction details for verification or the relevant statement in such manner as agreed by the parties; provided that if the Account Holder has any specific reason (such as long-distance travel or hospitalization) that renders giving notice impossible, said period shall be amended to 45 days of the date on which such specific reason ceases to exist, unless there is willful misconduct or negligence on the part of the Bank.
- (iv) The Bank shall bear all forensic authentication costs arising from the investigation of the fraudulent use or misappropriation specified in Section 20(ii) above.

21. Information Systems Security

- (i) The parties shall ensure the information systems they use are secure in order to prevent business records or the Account Holder's personal information from being illegally hacked, stolen, tampered with or destroyed.
- (ii) In the event of a dispute in relation to a third party's breach of the protective measures of the Bank's information system or exploitation of a vulnerability in the information system, the burden to disprove such fact shall rest on the Bank.
- (iii) The Bank shall be held liable for any damage caused to the Account Holder due to a third party's hack into the Bank's information system.
- (iv) If the Account Holder uses the Services and does not log out or fails to execute any transactions within the time specified by the Bank, the Bank will automatically log the Account Holder out of the Bank's Corporate Online Banking.

22. Confidentiality Obligations

- (i) Unless otherwise provided by law, each party shall ensure that none of the Electronic Files exchanged or the other party's information obtained thereby in the course of his/her/its use or execution of the Services under this Part shall be disclosed to any third party, nor shall such Electronic Files or information be used for any purposes unrelated to the terms of this Part. In the event of a disclosure by either party with the other party's consent to any third party, the disclosing party shall procure that the third party shall comply with the confidentiality obligations hereunder.
- (ii) Non-compliance with such confidentiality obligations by the foregoing third party shall be deemed a breach by the disclosing party of his/her/its own obligations.

23. Liability for Damages

Both parties agree to send or receive Electronic Files in accordance with the terms of this Part. If there is any delay, omission, or error attributable to one party that causes damage to the other party, the responsible party shall be liable to compensate the other party for the damages incurred.

24. Handling of Effect of Force Majeure / Events not attributable to the Bank

- (i) The Bank shall not be considered in breach of contract, nor shall it be liable for any compensation, if the Bank is unable to perform or delays in performing the Services due to force majeure or events beyond the Bank's control.
- (ii) The term "force majeure" as referred to in the preceding paragraph includes, but is not limited to, natural disasters, strikes, work stoppages, riots, wars, rebellions, accidental explosions, government-imposed restrictions, regional epidemics, computer malfunctions, line interruptions, or other circumstances beyond the Bank's control or not attributable to the Bank.
- (iii) If a transfer or remittance cannot be completed on a given day due to computer breakdown, connection interruption or other reasons not attributable to the Bank, then:
 - 1. The Bank may cancel the transfer or remittance and return the debited amount back to the Account Holder's original deposit account.
 - 2. The Account Holder may conduct the transfer or remittance again on the next business day.
 - 3. In the event that any NTD remittance or transfer through Global MyB2B or the Global MyB2B App is suspended or fail due to natural disasters (such as typhoons and earthquakes), the Bank will automatically process or reinstate the transactions on the next business day.

25. Transaction Notifications

The Account Holder agrees that the Bank may deliver to the Account Holder notifications of transactions conducted through the Corporate Online Banking via email, fax, SMS, push notifications and other such means. The Account Holder may also use the Corporate Online Banking services to designate an email address for receiving transaction notifications. The Account Holder's email address, the email addresses of his/her/its designated recipients, as well as the fax numbers, mobile phone numbers, User IDs or other such details of the Account Holder and his/her/its transaction counterparties are provided by the Account Holder him/her/itself. The Account Holder shall ensure the accuracy of such information and be solely responsible for all damage arising from any inaccuracy in such information, none of which shall have any bearing on the Bank.

26. Record Retention

- (i) The parties shall maintain records of all Electronic Files of transaction instructions, and ensure the authenticity and completeness of such records. If the Account Holder fails to keep such records, the records maintained by the Bank shall be presumed to be true.
- (ii) The Bank shall exercise the duty of care expected of a good faith administrator in its record maintenance under the preceding paragraph. The retention period of such records shall be at least 5 years, provided that if a longer period is required by law, such period shall apply.
- (iii) "Electronic Files of transaction instructions" as referred to in Section 25(i) above means Electronic Files for services related to the transfer of funds or having a direct effect on the

Account Holder's rights and interests, such as transfers, remittances, fee payment, bill payment, other payment services, and scheduled transfers.

27. Change of Services and Terms and Conditions

- (i) The Account Holder agrees that if the Bank launches any new products or relevant services in the future, the Bank may add new terms for such new products or relevant services at any time, and post such terms on its business premises and website.
- (ii) The Account Holder agrees that in the event of any amendment or addition to, or deletion from, the terms of this Part, the Bank may give notice of such change in writing or post the same on its business premises and website in lieu of notice.
- (iii) Unless otherwise agreed, if the Account Holder does not raise any objection within seven days, he/she/it shall be deemed to have acknowledged such amendment, addition or deletion. However, the Bank shall notify the Account Holder in writing or by email 60 days in advance in the event of any change in relation to the matters set forth below. Such written or email notice shall contain clear and express wording that specifies the change and new and old provisions, and shall inform the Account Holder that he/she/it may raise his/her/its objection before the change becomes effective, failing which he/she/it shall be deemed to have acknowledged such amendment, addition or deletion, and shall further inform the Account Holder that if he/she/it objects to the change, he/she/it shall terminate the agreement by notice to the Bank within said period allowed for objection:
 - 1. The method of notice by the Bank and the Account Holder to each other in the event of any fraudulent use or misappropriation of the User ID, password, DSC or Private Key by a third party, or any other instances of lack of due authorization.
 - 2. Other matters as required by the competent authorities.

28. Termination of Services

- (i) The Account Holder may terminate the Services, provided that he/she/it or an agent authorized thereby in writing shall do so in person at the Bank.
- (ii) If the Bank wishes to terminate the terms of this Part, it must give the Account Holder a written notice or a notice in a manner agreed with the Account Holder 30 days prior to the termination date. However, the Bank may terminate all or part of the functions under the Services at any time by written notice to the Account Holder or in a manner agreed with the Account Holder under any of the following circumstances:
 - 1. The Account Holder assigns any right or obligation under the terms of this Part to any third party without the Bank's consent.
 - 2. The Account Holder petitions for a declaration of bankruptcy in accordance with the Bankruptcy Act (破產法), or for reorganization or liquidation proceedings in accordance with the Consumer Debt Settlement Ordinance (消費者債務清理條例).
 - 3. The Account Holder breaches Sections 20 to 22 of this Part.
 - 4. The Account Holder breaches any other provisions under the terms of this Part and fails to remedy the breach or perform his/her/its obligations within the prescribed time period upon notice.
 - 5. The Account Holder breaches any applicable requirements of the Certification Authority.

6. All deposit accounts opened by the Account Holder with the Bank have been closed.
 7. The Account Holder intends to use the Services to process another person's data, has a record of improper or inappropriate use, engages in large-sum or abnormal transactions, or engages in any improper behavior such as using simulation programs, Trojan programs, or virus programs.
- (iii) The Bank may terminate the Service without notice if the Account Holder is dissolved, cancelled or nullified its registration.
 - (iv) Any Electronic Files that had been sent by the Account Holder but not yet executed by the Bank before the termination date shall become null and void from the termination date.
 - (v) The Bank may terminate the Account Holder's use of the foreign exchange transaction function under the Services if the Account Holder is found to have made false declaration of foreign exchange settlement on the Internet.
 - (vi) The Bank may terminate the Account Holder's use of the foreign exchange transaction function under the Services if the Account Holder fails to close a price negotiation, or there are drastic fluctuations in the international foreign exchange market, or the Bank otherwise deems necessary for risk control purposes.
29. The Registered and Unregistered Transfer Services through Global MyB2B and Global MyB2B App
- (i) For details regarding the NTD accounts' daily transfer limit for both intrabank and interbank, please refer to the latest Bank's NTD Electronic Transaction Limit Table or the announcement on the Global MyB2B. For details regarding the transfer limit of foreign currency, please refer to the Bank's Foreign Currency Electronic Transaction Limit Table.
 - (ii) Unless otherwise agreed, the only accounts the Account Holder may designate as debiting accounts for the Unregistered Transfer Services are his/her/its own NTD current deposit (savings) accounts, checking accounts, or foreign currency deposit accounts with the Bank. The account number of the receiving account shall be entered by the Account Holder. Therefore, the Account Holder shall be solely liable for any consequence resulted from an error in the account number entered.
 - (iii) In the event of any change to the aforementioned transaction limits, the Bank shall post the change on its official website or announce on Global MyB2B prior to implementation, except for the changes made pursuant to announcement made by FISC or any competent authorities.
30. Collection by Suppliers through Global MyB2B
- (i) The Account Holder authorizes the Bank to provide the default password for Cathay United Bank's Global MyB2B service to the Account Holder's "suppliers" by email or fax, such that the "suppliers" can access the transaction information relating to the batch payments made by the Account Holder through Global MyB2B. Said information includes without limitation transaction date, receiving bank, receiving account number, transaction amount, service fee, payer's name, transaction status, notes and other payment details.
 - (ii) The Account Holder shall provide the list, email addresses and fax numbers of his/her/its "suppliers." The Account Holder shall ensure the accuracy of such information, and shall be solely liable for any damage arising from any inaccuracy of such information; such damage shall have no bearing on the Bank.

31. Global MyB2B Electronic Payroll Services

- (i) Where the Account Holder uses the Bank's Global MyB2B services, the Account Holder may apply for electronic payroll services by uploading the details of its payroll in the format designated by the Bank through Global MyB2B, and shall conduct payroll transactions through Global MyB2B. The applicant shall be held responsible for any errors in the information provided thereby or disputes arising from such errors.
- (ii) Based on the payroll information uploaded by the applicant as specified in the preceding paragraph, the Bank may provide relevant services to the applicant's employees such that they can access their payroll details through Global MyB2B. The applicant's employees shall contact the applicant's payroll administrator directly for any payroll-related questions.
- (iii) The applicant may upload updated payroll details through Global MyB2B if there is any error in the payroll information or details referred to in the preceding 2 paragraphs.

32. Cancellation of Global MyB2B and Global MyB2B App Services

In the event the Bank has completed the Account Holder's account closing procedures, the Account Holder hereby authorizes the Bank to cancel all services that the Account Holder has applied for Global MyB2B and Global MyB2B App. The Account Holder shall be fully liable for any disputes and damages the Bank suffered arising from the services or scheduled transactions.

33. Foreign Exchange Transaction Notice

- (i) The Account Holder shall be solely responsible for checking whether the foreign exchange transactions conducted thereby through the Corporate Online Banking comply with all applicable laws on foreign exchange administration and declaration as well as the limits under such laws. The Account Holder him/her/itself shall conduct NTD settlement transactions that require him/her/it to submit certain documents (including without limitation contracts, approval letters and other such supporting documents) under the law or require the competent authority's approval, and shall check such transactions for compliance. The Bank shall have no obligation to verify the legality of such foreign exchange transactions. The Account Holder further acknowledges the following notice provided by the Bank:
 1. A foreign exchange transaction shall be reported to the CBC by way of a Declaration Statement of Foreign Exchange Receipts and Disbursements or Transactions. The Account Holder shall review and comply with the Instructions for Completing the Declaration Statement of Foreign Exchange Receipts and Disbursements or Transactions (外匯收支或交易申報書填報說明), and report the nature of the transaction in a truthful manner. Unless otherwise required under the Regulations Governing the Declaration of Foreign Exchange Receipts and Disbursements or Transactions, the Account Holder shall not be allowed to make any change to the declaration statement once it is submitted. If the Account Holder is found to have provided any false information in the declaration statement, he/she/it shall be subject to a fine in accordance with Paragraph 1 of Article 20 of the Foreign Exchange Regulation Act. (At the time when this Agreement is printed, said fine ranges from NT\$30,000 to NT\$600,000. In any case, the specific amount shall be subject to the then-current law).
 2. To apply for and uses the Services, the Account Holder (whether a legal person or natural person) shall obtain the relevant documents evidencing the competent authority's approval of the Account Holder's compliance and eligibility.

3. The Bank has the right to submit, for filing purposes, its currency conversion receipts or transaction slips in a truthful manner pursuant to applicable foreign exchange regulations. The Account Holder shall acknowledge all such currency conversion receipts and transaction slips and shall not raise any objection. If the Bank finds out through the online real-time operating system required by the competent authority that the Account Holder's aggregate transaction amount for the year has exceeded the Account Holder's annual settlement quota, the Bank shall have the right to reject the transaction.

4. The relevant transaction limits set forth in the Foreign Currency Electronic Transaction Limit Table published by the Bank shall apply to transactions conducted by the Account Holder (whether a legal person or natural person). The Bank may adjust the limits at any time based on its consideration of the law or risks, in which case it shall post such adjustment (except any adjustment made due to the government's emergency policies or international emergencies) on its official website 30 days prior to implementation.

(ii) For current deposit transfers between different currencies, the applicable exchange rate shall be the spot buying/selling rate published by the Bank at the time of the transfer. However, the Bank may suspend any transaction in the event of drastic fluctuations in exchange rates in the foreign exchange market.

(iii) International exchange rate fluctuations are unforeseeable by the Account Holder and the Bank. Therefore, transactions without an agreed exchange rate shall be subject to the actual exchange rate at the time of the transaction. The exchange rates published by the Bank are for reference only.

34. Service Hours for Foreign Currency Transactions

(i) The Bank may agree upon or publish the service hours for outward remittances and transactions involving currency conversion.

(ii) Transfers of foreign currency current deposits without currency conversion may be conducted 24 hours a day, except during the time of service suspension when the Bank carries out batch processing. A transaction completed at a time outside the Bank's normal business hours on any given day will be posted on the next day, while the amount to be transferred will become unavailable on that given day.

35. Foreign Currency Business

(i) To make a purchase or sale of foreign exchange by a deposit transfer through Corporate Online Banking, the debiting and receiving accounts must be the Account Holder's own NTD current or savings deposit account or foreign currency current deposit account.

(ii) The amounts, exchange rates and currencies of transfers as well as the scheduled transactions conducted by the Account Holder shall be subject to the relevant terms stipulated by the Bank.

(iii) Transfers between accounts of different currencies registered/designated by the Account Holder are subject to a daily limit of US\$30,000 or its equivalent per account holder. The Bank may adjust the limit at any time as appropriate.

36. Foreign Currency Time Deposit

Such transactions shall be conducted in accordance with Part V (Paperless Time Deposit Terms and Conditions) of Chapter 2.

37. Foreign Currency Outward Remittance

- (i) For transfers or remittances through Corporate Online Banking to the Bank's OBU and other banks' accounts, the transfer and remittance accounts are limited to the designated foreign exchange deposit account agreed upon by the Account Holder OTC application in advance at the Bank.
- (ii) Unless otherwise instructed by the Account Holder, the Account Holder authorizes the Bank or the Bank's correspondent bank to conduct outward remittances in such manner as it deems appropriate and to use any overseas correspondent bank as the beneficiary bank or forwarding bank. However, the Bank shall not be liable for any error attributable to the overseas beneficiary bank or forwarding bank, regardless of whether such bank is designated by the Account Holder or the Bank, except for causes attributable to the Bank. If the Bank provides assistance in tracking or inquiring about a transaction at the Account Holder's request, the necessary cable charges and any fees charged by the overseas bank shall be borne by the Account Holder. The Bank may require the Account Holder to pay all or part of fees and charges in advance prior to processing the Account Holder's request.
- (iii) The Bank shall not be liable for any remittance delay or failure due to any error arising from any reason beyond the Bank's control. If the Bank assists in returning or forwarding a remittance as a result of said error, the necessary cable charges and any fees charged by the overseas bank shall be borne by the Account Holder.
- (iv) The Account Holder agrees that when an outward remittance is sent to an overseas bank for payment or forwarding, any fees or charges to be deducted by the overseas beneficiary bank or forwarding bank from the remittance amount in accordance with local banking practices shall be borne by the payee without any objection from the Account Holder. The Account Holder agrees that the overseas beneficiary bank selected by the Bank may pay or credit the remittance amount to the payee's account either in the original currency or in the local currency applying the same-day foreign currency buying rate; and the Account Holder shall not raise any objection.

38. Transactions of Paperless Time Deposits

- (i) Transactions relating to paperless time deposits conducted by the Account Holder through the Corporate Online Banking are considered intrabank transfers and do not require prior agreement with the Bank.
- (ii) Transactions relating to paperless time deposits shall be further subject to Part V (Paperless Time Deposit Terms and Conditions) of Chapter 2.

39. The Bank may post any change to its Global MyB2B and Global MyB2B App services on its official website without further notice to the Account Holder.

VII. Mobile Device Linking Service Terms and Conditions

1. Activation Method

The Account Holder or authorized person (including the Account Holder's legal representative or other persons authorized by the Account Holder) may activate the mobile device linking service in either of the following ways. The same identity card number or Unified Business Number can only be linked to one mobile device (Android and iOS devices are counted together). Additionally, the same mobile device can be linked to a maximum of three identity card numbers or Unified Business Numbers (counted together):

- (i) Log into the Personal Mobile Banking App, and the Bank will send a set of SMS OTP verification code through Taiwan-CA Inc. to the mobile number registered with the Bank for SIM card verification. The Account Holder can activate the mobile device linking service by entering the SMS OTP verification code in the Personal Mobile Banking App. In the case of SIM card verification failure, the Account Holder can activate the mobile device linking service by completing the identity verification process through the video customer service.
- (ii) Apply a device linking code using the Bank's Chip ATM card at the Bank's automated means. The Account Holder or authorized person can log into the Personal Mobile Banking App and enter the device linking code to activate the mobile device linking service.

2. Abnormal Use

- (i) Before activating the service, the Account Holder should ensure that the mobile device intended for activating the mobile device linking service is currently used by the Account Holder or authorized person. The Account Holder shall not crack (jailbreak or root) the mobile device, share the mobile device with others, or use mobile device linking service on a device with a compromised system. The Account Holder or authorized person shall be cautious about attack by hackers and ensure account security. The Account Holder and authorized person should properly safeguard and should not provide to others the mobile device and SMS OTP verification codes sent by the Bank. If the mobile device or SMS OTP verification codes are used fraudulently or misappropriation by others, the Account Holder is responsible for any resulting damages and shall be liable to compensate the Bank for any damage so caused to the Bank. It is recommended that the Account Holder or authorized person set a "screen lock" or "boot password" for the mobile device before activating the mobile device linking service to ensure account and transaction security.
- (ii) When the Account Holder activates this service, they must ensure that all accounts and devices associated with the identity card number or Unified Business Number are in normal operating condition. If any of the following situations occur, the Account Holder is not permitted to activate this service:
 1. Any account associated with the identity card number or Unified Business Number is an abnormal account (including watch-listed accounts, accounts that have been sanctioned or warned by the authority, etc., hereinafter the same).
 2. The device that the Account Holder intends to bind has previously been linked to another identity card number or Unified Business Number, and any account associated with the previously linked identity card number or Unified Business Number has become an abnormal account.

3. Scope of Use

After the Account Holder or authorized person completes device linking on the mobile device, relevant services can be applied or configured in the Mobile banking App (such as withdrawal via mobile device, facial recognition service, and Transaction Password setting). The Account Holder agrees that such services provided by the Bank fall under the category of digital content provided with the Account Holder's prior consent by means other than tangible media, or online services to be deemed completed once provided, and shall therefore not be subject to the right of rescission provided in Paragraph 1 of Article 19 of the Consumer Protection Act.

4. Mobile Device Replacement and Loss

- (i) If the Account Holder or authorized person wishes to replace the mobile device or for other reasons needs to reapply for the mobile device linking service, please log into the Mobile banking App on the new mobile device and reapply for the mobile device linking service.
- (ii) To ensure account security, if the Account Holder or authorized person loses the mobile device, please promptly contact the Bank at the customer service hotline to disable the mobile device linking service.

5. Any other matters not provided for herein shall be governed by the relevant terms stipulated by the Bank.

VIII. Terms and Conditions of Transaction Authentication Code ("Transaction Password") and One-Time Password (OTP)

1. Usage

- (i) Transaction authentication code "**Transaction Password**" and one-time password ("**OTP**") services: the services whereby the Bank generates a set of OTP and sends the same to the Account Holder via the dynamic password generator ("**OTP Token**") designated by the Bank or various linked mobile devices (i.e., mobile devices installed with an open-source operating system allowing data and software application input, access, expansion and other such functions, such as smart phones and tablets), such that the Account Holder can use the OTP to carry out identity authentication, conduct transactions or change his/her/its settings within the scope of use published by the Bank.
- (ii) The mobile phone number of Account Holder kept by the Bank is designated to the usage for application of login or verification of transactions (including but not limited to "Transaction password", facial recognition services and so forth), and links to the mobile devices.
- (iii) The Account Holder understands that all OTPs are randomly generated, and are "unrepeated," "for single use" and generated in "real-time." As a result, an OTP will expire if it is not used within a given period of time after being generated. Each OTP can only be used once. The relevant transaction mechanism shall be subject to the terms published by the Bank.
- (iv) After activating unregistered account transfer services through a branch of the Bank or the Mobile banking App by way of facial recognition authentication, the Account Holder may log on to the Mobile banking App to link his/her/its mobile devices to the services and complete identity authentication, and may thereafter request Transaction Password through the Mobile banking App.

2. Number of Unsuccessful Attempts Allowed and Reactivation

If the Account Holder enters an incorrect dynamic password five times or more in succession, the Bank shall have the right to terminate or suspend the dynamic password function. The Account Holder must reapply for the service or apply for reactivation over the counter before he/she/it can resume using the function.

3. Use Restrictions

- (i) The Account Holder must not clone or modify his/her/its OTP Token(s), and must not reverse engineer, decode or decompile any software authorized by the Bank to be installed on the Account Holder's registered mobile devices, or circumvent the technical protection measures of such software, or copy the software on to other devices.

- (ii) The Account Holder shall be responsible for the safekeeping and use of his/her/its OTP Token(s) and/or registered mobile devices, and shall be solely liable for any consequences arising from loaning, transferring or pledging the same. The same applies if the OTP is lent, transferred, or disclosed to a third party.
- (iii) The Account Holder shall keep his/her/its OTP Token(s) registered mobile devices and/or OTP safe. If an OTP Token or any registered mobile device is lost, destroyed, stolen or otherwise taken by dispossession, the Account Holder shall notify the Bank immediately and complete the loss reporting procedures (including "termination" or "suspension"). To have the suspension lifted, to apply for a new OTP Token pursuant to Section 3(v) below and/or to register a new mobile device, the Account Holder must do so at the Bank on the strength of his/her/its identification documents and the Authorized Signature Stamp. If the Account Holder fails to report a loss, and his/her/its OTP Token(s) or devices are then fraudulently used to conduct any transaction, then such transaction (if processed by the Bank) shall be deemed to have been conducted by the Account Holder him/her/itself. However, the Bank shall still be liable for any fraudulent use or misappropriation of the Account Holder's OTP caused by the Bank's failure to exercise the duty of care expected of a good faith administrator in its control of its information system or other reasons attributable to the Bank.
- (iv) If the Account Holder changes his/her/its mobile devices or his/her/it mobile OTP (Corporate Mobile Password) does not function properly (e.g. the password slip is lost; the activation code has expired; the Account Holder forgets his/her/its login gesture or password; the password becomes invalid; or the APP has been removed), he/she/it must submit a new application for mobile OTP services.
- (v) An OTP Token has sufficient battery to function properly for two years. If the battery runs out for causes other than human damage within two years of the date on which the Account Holder applied for the OTP Token, the Account Holder may apply for a replacement at the branch where he/she/it originally applied for the Token. If the battery runs out after said two-year period, the Bank will not provide any replacement services; the Account Holder shall apply for other verification tools (such as Transaction Password, mobile OTP or Digital Certificate) and bear the application fees.

4. Limit on Application

Applications for dynamic password generators (OTP Tokens) shall be processed on a per-account holder basis. Each identification number may only be used to activate one dynamic password generator (OTP Token) through Online banking or the Mobile banking App, while each identification number may be used to apply for multiple OTP Tokens and Corporate Mobile Passwords through Global MyB2B; each Corporate Mobile Password may only be activated and used on one App.

5. Termination Due to Abnormal Use

If the Account Holder discovers any fraudulent use or misappropriation of the Account Holder's OTP Token(s) and/or registered mobile devices by a third party, or any other instances of lack of due authorization, he/she/it shall notify the Bank immediately, advising it to discontinue the services and take precautionary measures.

6. Effect of Transaction

If the Account Holder uses an OTP to conduct any transaction with the Bank, request any services or use any other services provided by the Bank, such act shall be deemed to have been carried out by the Account Holder him/her/itself without any obligation on the part of the Bank to conduct

further verification. Such transactions shall have the same effect as if they have been conducted by way of written documents.

7. Transaction Limits

(i) **The following transaction limits set by the Bank shall apply to NTD/foreign currency transfers to unregistered accounts, utility bill payment, tax payment or other new transaction services as may be made available by the Bank, as conducted or used by the Account Holder with Transaction Password through Online banking or the Mobile banking App:**

1. **NT\$50,000 or its equivalent per transaction; NT\$100,000 or its equivalent per day; NT\$200,000 or its equivalent per month. Such limits shall be computed on a per-account holder basis with reference to the Account Holder's Unified Business Number (identity card number).**
2. **If the Account Holder wishes to raise the limit on transfers to unregistered accounts, he/she/it may adjust the limit by separately agreed with the Bank.**
3. **If the Bank adjusts the foregoing transaction limits, then such adjusted limits as published by the Bank shall apply.**

(ii) **The transaction limits on NTD/foreign currency transfers to unregistered accounts conducted by the Account Holder using OTPs through Global MyB2B or Global MyB2B App shall be computed on a per-account holder basis with reference to the Account Holder's Unified Business Number (identity card number), and shall be set by the Account Holder by OTC application at the Bank, subject to the following conditions:**

1. **The aggregate daily limit on the total amount of general transactions and payroll transactions must not exceed NT\$ 2 million or its equivalent.**
2. **The aggregate monthly limit on general transactions must not exceed NT\$ 20 million or its equivalent.**
3. **The aggregate monthly limit on payroll transactions must not exceed NT\$20 million or its equivalent.**
4. **In the event of any change to the foregoing transaction limits (except changes pursuant to any announcement made by FISC or any competent authorities), the Bank shall post the change on its official website prior to implementation.**

IX. Facial Recognition Service Terms and Conditions

1. Usage

- (i) When the Account Holder uses the Bank's facial recognition service for the first time, the Bank will verify the Account Holder's identity using the identification number (identity card number in the case of ROC citizens) provided thereby and other information stored at the Bank to ensure the Account Holder's safe use of the service. Unless otherwise agreed, after the Account Holder's identity is verified and his/her/its facial features registered, the Account Holder may activate and use the facial recognition service across all channels.
- (ii) The mobile phone number of Account Holder kept by the Bank is designated to the usage for application of login or verification of transactions (including but not limited to "

Transaction password", facial recognition services and so forth), and linking the mobile devices.

2. Limit on Application and Dispute Resolution

- (i) Applications for the Bank's facial recognition service shall be processed on a per-account holder basis. Each identification number may only be used to register the facial features of one person.
- (ii) In the event of any disputes arising from the use of the Bank's facial recognition service (including without limitation inputting incorrect information or setting errors when using Account Holder's mobile devices or the Bank's devices), the information and the Bank's computer system records recognized by the Bank shall take precedence.
- (iii) If the Account Holder has any questions concerning this service and its activation, please contact the Bank at its customer service hotline.

3. Scope of Use

After the Account Holder's identity is verified and his/her/its facial features registered, he/she/it may use the facial recognition function across the following services:

- (i) Online Banking Password;
- (ii) Unregistered account transfers;
- (iii) Services provided by digital counter of the Bank's branch;
- (iv) Other transactions or services that the Bank is permitted by law or licensed to provide through facial recognition service.

The Account Holder agrees that such services provided by the Bank fall under the category of digital content provided with the Account Holder's prior consent by means other than tangible media, or online services to be deemed completed once provided, and shall therefore not be subject to the right of rescission provided in Paragraph 1 of Article 19 of the *Consumer Protection Act*.

Whether the abovementioned services can be successfully activated will depend on the means of registration and channels used by the Account Holder. Please contact the Bank at its customer service hotline for any question you may have.

4. Transactions and Their Effect

If the Account Holder uses facial recognition services to conduct any transaction with the Bank, request any services or use any other services provided by the Bank, such act shall be deemed to have been carried out by the Account Holder him/her/itself without any obligation on the part of the Bank to conduct further verification. Such transactions shall have the same effect as if they have been conducted by way of written documents.

5. Number of Unsuccessful Attempts Allowed, Reactivation and Update

If the Account Holder fails the facial recognition verification a given number of times in succession, the Bank shall have the right to suspend, lock out or terminate the facial recognition service. The Account Holder must reapply for the service, through video customer support or apply over the counter to have the suspension or lockout lifted before he/she/it can resume using the facial recognition service.

The Bank may request the Account Holder to update his/her facial features at any time due to business needs. The Account Holder may also voluntarily update his/her/its facial features in such manner as specified by the Bank.

6. Abnormal Use and Termination

To protect the Account Holder's rights and interests, the Account Holder shall exercise caution when using the facial recognition service. The Account Holder shall not crack (jailbreak or root) mobile devices or share mobile devices with others, in order to prevent attacks by hackers and to ensure account security. **The Account Holder shall notify the Bank of any suspected fraudulent use or misappropriation of the facial recognition service by any third party immediately after becoming aware of the same, and shall stop using the service and implement precautionary measures. The Account Holder shall be solely responsible for any damage caused by the fraudulent use or misappropriation by the third party, and shall be liable to compensate the Bank for any damage so caused to the Bank.** However, if the Account Holder represents that the fraudulent use or misappropriation of the facial recognition service is a result of the Bank's failure to exercise the duty of care expected of a good faith administrator in its control of its information system and it is confirmed by the Bank, the Bank shall be solely responsible for the damage suffered thereby.

7. **Transaction Limits**

The following transaction limits set by the Bank shall apply to NTD transfers to unregistered accounts or other new transaction services as may be made available by the Bank, as conducted or used by the Account Holder by way of facial recognition through the Mobile banking App:

- (i) **NT\$50,000 or its equivalent per transaction; NT\$100,000 or its equivalent per day; NT\$200,000 or its equivalent per month. Such limits shall be computed on a per-account holder basis with reference to the Account Holder's identification number.**
- (ii) **If the Account Holder wishes to raise the limit on transfers to unregistered accounts, he/she/it may adjust the limit by separately agreed with the Bank.**
- (iii) **In the event of any change to the foregoing transaction limits (except changes pursuant to any announcement made by FISC or any competent authorities), the Bank shall post the change on its official website prior to implementation.**

8. Fee

The fee for the Account Holder's registration and use of the facial recognition service shall be determined by the Bank and may be adjusted by the Bank by way of public announcement 60 days prior to implementation.

9. Discontinuation and Change of Service

The Bank may, by posting an announcement on its official website, change, discontinue or terminate the service due to any changes in law, orders of the competent authorities or any other causes not attributable to the Bank. The Account Holder may disable the facial recognition service at any time on the Bank's Mobile banking App or other channels specified by the Bank.

10. Any other matters not provided for herein shall be governed by the relevant terms stipulated by the Bank.

X. Phone Banking

1. Usage

- (i) Phone banking is a process whereby the Account Holder uses telecommunication tools (including without limitation telephones, mobile phones, mobile devices and PDAs (personal data assistants)) to access financial services provided by the Bank directly through telecommunication or electrical signals without going to the Bank in person.
- (ii) In order to improve service quality, the Bank may provide Q&A specialists or qualified service specialists through its phone banking service system. By choosing to use the services of such Q&A specialists/qualified service specialists, the Account Holder acknowledges that confirmation made thereby to such Q&A specialists/qualified service specialists shall have the same effect as confirmation made by the Account Holder in person.

2. Service Hours

While phone banking is available 24 hours a day, the qualified service specialists function mentioned in Section 1(ii) is only accessible during the Bank's business hours. Transactions with respect to the following items must also be completed during the Bank's business hours, otherwise the Account Holder shall be solely liable for any dishonored cheques or other losses arising from any delay: transfers to and from NTD and foreign currency deposit accounts; conversion between different foreign currencies; or transfers into a cheque deposit account in which there is any dishonored cheque due to insufficient funds in the account on that business day. Transfers made by the Account Holder outside the Bank's business hours shall be posted on such dates as stipulated by the Bank.

3. Registered Account Transfers

- (i) To make transfers between the Account Holder's own accounts or to designate a debiting account through phone banking, the Account Holder must sign in person below the designated account or set up in the Mobile banking App through the video customer service. Therefore, the Account Holder shall be deemed to have given his/her/its authorization even if the stamp affixed below the designated account is different from the one affixed to this Agreement or the Authorized Signature Stamp provided to the Bank.
- (ii) **A receiving account registered through phone banking is an account designated by the Account Holder in advance. The Bank shall not be responsible for checking the registered account number or checking whether the number matches the specified account holder. The Account Holder shall be solely responsible for any transfer failure or erroneous transfer due to any inaccuracy in the account number provided thereby or his/her/its operational error.**

4. Scheduled Transfers

- (i) **Scheduled transfers through phone banking are limited to NTD transactions only. The Account Holder may schedule transfers on any future date within two years from the day following the date of instruction.** If the date set for a scheduled transfer does not exist, the transfer date shall be the next calendar day. For example, a transfer is scheduled for the 31st of each month, but since there is no 31st in February, the transfer will be processed on March 1 (the next calendar day), instead. If business is suspended due to force majeure or other reasons, the transfer date shall be the next business day.
- (ii) **If the Account Holder wishes to cancel a scheduled transfer, he/she/it shall do so no later than one day prior to the scheduled transfer date.**

- (iii) If the Account Holder's account or the debiting and receiving account designated by the Account Holder is closed or transferred, all scheduled transfers involving such accounts shall be cancelled simultaneously.
- (iv) **If the Account Holder changes his/her/its password after scheduling a transfer, all scheduled transfers previously set up using the old password shall remain effective.**
- (v) The execution of a scheduled transfer is evidenced by the transaction result at the time when the Bank actually executes the transfer. The Account Holder may view the details and the results of his/her/its scheduled transfers through the Bank's online banking system.
- (vi) The Account Holder shall be solely responsible for any scheduled transfer failure due to insufficient funds in the debiting account, or because any amount therein is placed on hold or seized, the Account Holder is reprimanded by the authorities, or the use of the account violates the relevant laws and regulations, on the scheduled transfer date, without further notice from the Bank. In the event of any change to the scheduling period, the relevant terms stipulated by the Bank shall apply.
- (vii) The Account Holder shall check his/her/its balance on the scheduled transfer date. The Account Holder shall be solely responsible for any failure in other registered debits due to the Bank's execution of the scheduled transfer, without further notice from the Bank.

5. Transfer Limits

- (i) **NTD transfers between the Account Holder's own accounts through phone banking shall not be subject to any limit.**
- (ii) **To make a purchase or sale of foreign exchange of the Bank's Foreign Currency Deposit Service by a deposit transfer through phone banking, the debiting and receiving accounts must be the Account Holder's own NTD current or saving deposit account or foreign currency deposit account. For transfers between foreign currency accounts at the Bank conducted by the Account Holder (only limited to different currencies), the account for debiting must be the Account Holder's own foreign currency deposit account. The per-transaction limit for such transfers is NT\$500,000 or its equivalent. The aggregate amount of all transfers through phone banking and online banking between accounts of different currencies must not exceed US\$100,000 or its equivalent per person per day.**
- (iii) **Inter-bank transfers between accounts registered through phone banking are limited to NTD transactions only, and the per-transaction limit is NT\$ 2 million. The daily aggregate limit on the total amount of all transfers made through the Account Holder's ATM card and phone banking is NT\$ 3 million.**
- (iv) **Should the Bank make any adjustment to the foregoing limits, the relevant terms stipulated by the Bank shall apply.**

6. Effect of Transaction

The Account Holder may use any functions available on phone banking, as long as the voice password input is correct or the Account Holder's identity is verified in such manner as agreed between the Account Holder and the Bank (e.g. OTP). No withdrawal slip is required for phone banking transfers. Such transfers shall have the same effect as a current (savings) deposit made by way of a "withdrawal slip" affixed with the Authorized Signature Stamp. However, no advance agreement shall be required for payments towards the Bank's credit card bills, utility bills collected by the Bank with the approval of the competent authorities, taxes and penalties of all kinds and other such account payments.

7. Foreign Exchange Transactions

- (i) To make foreign exchange transfers through phone banking, the Account Holder shall comply with the *Regulations Governing the Declaration of Foreign Exchange Receipts and Disbursements or Transactions* promulgated by the CBC.
- (ii) For current deposit transfers between different currencies through phone banking, the applicable exchange rate shall be the spot buying/selling rate published (or announced) by the Bank at the time of the transfer. However, the Bank may suspend any transaction in the event of drastic fluctuations in exchange rates in the foreign exchange market.
- (iii) The Bank has the right to submit, for filing purposes, its currency conversion receipts or transaction slips in a truthful manner pursuant to applicable foreign exchange regulations. The Account Holder shall acknowledge all such currency conversion receipts and transaction slips and shall not raise any objection. If the Bank becomes aware that the Account Holder's transaction amount exceeds the foreign exchange quota available thereto or the transaction is not permitted under the law, the Bank shall have the right to reject the transaction. By using the services set forth in this Section, the Account Holder is deemed to have agreed to abide by all of the terms and conditions of this Agreement, without any further application or action.

8. Information Verification

The Account Holder will receive statements for transactions conducted through phone banking. The Bank shall collate transaction records on a regular basis and print out the statements specifying the time of each transaction. The statements shall then be sent to the Account Holder in such manner as designated by the Account Holder. If the Account Holder has any doubt about any transaction, he/she/it may initiate a dispute with the Bank within 14 days after the Bank sent the statement in the manner designated by the Account Holder. The Bank shall promptly investigate the inquiry raised or dispute initiated by the Account Holder and shall inform the Account Holder of the result within 30 days from the date on which the Bank received the inquiry or dispute. If any error in the transaction records is discovered upon investigation, the Bank shall make corrections immediately. If no error is found upon investigation, the records of phone banking transactions stored in the Bank's computer system shall be presumed to be correct.

9. Communication Devices

The Bank shall not be responsible for the quality of communication devices. The Account Holder shall be solely responsible for his/her/its communication devices and bear the related costs.

10. Addition or Change to Services

If, upon approval by the competent authorities, the Bank adds or changes any phone banking services, the Account Holder may use such services without entering into a separate written agreement. The Account Holder agrees to comply with the terms stipulated by the Bank with respect to such new services.

XI. Terms of Authorized Direct Debit for "Non-Discretionary Money Trust Investment in Domestic and Foreign Securities" by Automated Means

1. Direct Debit

The Account Holder may request the Bank's Trust Department to provide services relating to non-discretionary money trust investment in domestic and overseas securities (purchase, redemption, conversion, and change of information) through the automated services provided by the Bank (such as Online banking, Mobile banking App and the Global MyB2B). The Account Holder may also opt to set up direct debit to pay all payable amounts and service charges directly from the

designated account, provided that such payments may only be made to the "Trust Property Account" of the Bank's Trust Department.

2. Effect of Transaction and Payment

After making a transfer or setting up a direct debit using the Bank's automated services, the Account Holder shall not be required to fill in a withdrawal slip. Such transfers or direct debits shall have the same effect as current (savings) deposits conducted by presenting a "withdrawal slip" affixed with the Authorized Signature Stamp. Once confirmed by the Account Holder and the transaction message is delivered to the Bank's Trust Department, the transaction may not be revoked or modified. The Account Holder further agrees that if a subscription (or participation) is conducted through automated services, the Bank's Trust Department shall credit any future redemption (exit) proceeds or return distributions to the Account Holder's account originally designated for debiting the payment for the subscription (or participation).

The Account Holder shall be solely responsible for any transfer failure due to insufficient funds in the debiting account, or because any amount therein is placed on hold, offset, seized; or the Account Holder's use of the account violates the relevant laws and regulations. No further notice from the Bank will be given to the Account Holder.

XII. Terms and Conditions for Mobile Phone Number and Account linking Service

1. Mobile phone number and account linking service (hereinafter referred to as "the Service") allows Account Holders to access streamlined transfer process and cardless ATM deposit function after linking their mobile phone numbers to the deposit accounts.
2. The mobile phone number linked to the deposit account must be the number registered by the Account Holder at the Bank, and the Account Holder can only select one deposit account of the Bank for linking.
3. The Account Holder must be the owner of the mobile phone number. The Account Holder may update his/her mobile phone number by using Personal Online Banking or ATM (not available if the Account Holder did not register his/her mobile phone number or email address at the Bank) or visiting any branch to complete the process.
4. To prevent errors in deposits or transfers, the Bank will terminate the Service in any of the following situations: (i) the Account Holder changed the mobile phone number registered at the Bank; (ii) the Bank was notified by a third party and confirmed that the mobile phone number is not owned by the Account Holder; (iii) the Account Holder and others share a mobile phone number. However, transactions completed through the Service prior to termination are still valid. If the Account Holder wishes to continue using the Service, he/she shall update the mobile phone number linked to the deposit account.

XIII. Suspension or Termination of Additional Functions

The Account Holder acknowledges and agrees that if the Bank believes that: (1) there is security risk in any of the Account Holder's accounts; (2) any of the Account Holder's accounts is suspected to be involved in any illegal or evidently unusual transactions; (3) there is a risk that the Account Holder's accounts are unlawfully used by others; (4) the use of the accounts violates applicable laws; or (5) the accounts are otherwise suspected of being misused, the Bank may suspend or terminate, in part or in full, the additional functions of the accounts (including without limitation ATM cards, Personal Online Banking, Corporate Online Banking, phone banking or other such automated services, cardless withdrawal or other such electronic payment functions) without further notice to the Account Holder. To resume or reactivate the additional functions in part or in full, the Account Holder must apply at a branch in person or other channels offered by the Bank,

and provide relevant supporting documents, credible information, or cooperate in identity verifying as may be required by the Bank for its review and approval.

XIV. Terms and Conditions for FIDO Biometric Authentication

1. Service Description

- (i) The FIDO Biometric Authentication Service (the “Service”) refers to the service that allows the Account Holder to use the built-in biometric authentication function on their mobile device to authenticate using their biometric characteristics (including but not limited to facial features, fingerprints, iris and so forth), with the authentication result transmitted back to the Bank’s system for identity verification.
- (ii) The Account Holder must successfully complete the biometric authentication using a one-time password (“OTP”) or other security mechanisms specified under the Standards for the Security Management Operation of Electronic Banking Business of Financial Institutions before registering for the Service.

2. Introduction for Using Service

- (i) Once the Service is activated upon registration, the Account Holder agrees to use the Service for transaction verification in the Mobile banking App. The scope of application includes but is not limited to logging into the Mobile banking App, using the Mobile banking App to conduct NTD transfers to unregistered accounts, and applying for instruction-based services or conducting instruction-based transactions between institutions that have jointly adopted financial FIDO as an identity verification mechanism. It also means that the Account Holder also agrees that such services provided by the Bank fall under the category of digital content provided with the Account Holder’s prior consent by means other than tangible media or online services, to be deemed completed once provided, and shall therefore not be subject to the right of rescission provided in Paragraph 1 of Article 19 of the Consumer Protection Act.
- (ii) The biometric authentication function built in the Account Holder’s mobile device may fail due to other mobile device malfunctions, wet or dirty fingers, changes in facial appearance, poor lighting, improper camera angle, or network connection issues. If the number of consecutive authentication failures reaches the system limit, the Bank may terminate the Account Holder’s use of the Service for transaction verification to ensure account security.
- (iii) The Service only retrieves the authentication results from the Account Holder’s mobile device during the authentication process and does not store the Account Holder’s biometric data.
- (iv) To ensure the security of the Account Holder’s mobile device and the Service, the Account Holder shall not share their mobile device with others, store others’ biometric data for biometric authentication on their mobile device, or use the Service on a mobile device that has been modified to bypass system restrictions (e.g., jailbroken, rooted).
- (v) After registering for the Service, the Account Holder shall carefully use and securely store their mobile device to prevent fraudulent use or misappropriation by a third party, or other unauthorized use of their mobile device or biometric data. If the Account Holder wishes to change their mobile device or update the biometric data (e.g., fingerprints, facial features) stored on the mobile device, the Account Holder shall re-register to re-activate the Service.

3. Transaction Limits for Transfers to Unregistered Accounts

The transaction limits for the Account Holder’s NTD transfers to unregistered accounts made through the Mobile banking App using the Service are as follows:

- (i) The limit for type 3 digital bank deposit accounts opened through verification by other bank's deposit accounts is NT\$10,000 or its equivalent per transaction; NT\$30,000 or its equivalent per day; NT\$50,000 or its equivalent per month. The limit for all other types of digital bank deposit accounts is NT\$20,000 or its equivalent per transaction; NT\$50,000 or its equivalent per day; NT\$100,000 or its equivalent per month. The aforementioned limits shall be included in the overall limit for transfers to unregistered accounts and shall be computed on a per-account holder basis with reference to the Account Holder's identity document number.
- (ii) In the event of any change to the foregoing transaction limits (except changes pursuant to any announcement made by any competent authorities), the Bank shall post the change on its official website prior to implementation.

4. Limit on Application and Dispute Resolution

- (i) If the operating system version of the Account Holder's mobile device does not meet FIDO's version requirements, the Service will be unavailable. (For more information on FIDO, please visit: <https://fidoalliance.org/>)
- (ii) In the event of any dispute arising from the Account Holder's use of the Service (including but not limited to incorrect input or incorrect settings when using the Account Holder's mobile device or other FIDO-supported electronic devices), the information recorded and recognized by the Bank's computer system shall prevail.

5. Transaction and Their Effect

If the Account Holder uses the Service to log in, conduct any transaction with the Bank, request any services, or use any other services provided by the Bank (including transaction instructions authenticated by multiple biometric traits stored on the mobile device and verified through the Service), such actions shall be deemed to have been carried out by the Account Holder themselves, without any obligation on the part of the Bank to conduct further verification. Such transactions shall have the same effect as if they had been conducted by way of written documents. Any loss resulting from fraudulent use or misappropriation by a third party shall be borne solely by the Account Holder, and shall have no bearing on the Bank.

6. Discontinuation and Change of Service

- (i) In the event of any modification or addition to, or deletion from, the terms of this Part, the Bank shall notify the Account Holder in writing or announce such amendments prominently on the Bank's official website. If the Account Holder does not raise any objection within 30 days from the date of the Bank's notification or announcement, whichever is earlier, the Account Holder shall be deemed to have agreed to the modifications, additions, or deletions made to the terms of this Part.
- (ii) In the event of changes in law, orders of the competent authorities, or any other causes not attributable to the Bank, the Bank may modify, suspend, or terminate the Service after making an announcement on the Bank's official website.
- (iii) The Account Holder may, at any time, enable, apply for, or disable the Service on the Mobile banking App.

7. Rights and Remedies

- (i) If the Account Holder has any inquiries or disputes regarding the Service, the Account Holder may contact the Bank's customer service (TEL: 0800-818-001 or 02-23831000) for assistance or to file a complaint.

- (ii) Any other matters not provided for herein shall be governed by the relevant terms stipulated by the Bank.

Chapter 4 Cheque Deposit Transaction Terms and Conditions

I. Cheque Deposit Terms and Conditions

1. Definitions

- (i) Dishonored instrument: a negotiable instrument presented to a financial institution for payment that the financial institution declines to pay and returns to the bearer together with an instrument dishonor notice.
- (ii) Redemption: the redemption of a dishonored instrument (together with its instrument dishonor notice) by the Account Holder by paying the instrument amount or otherwise extinguishing the obligations under the instrument, which instrument was dishonored due to insufficient funds, mismatched stamp or signature of the drawer, designation of a financial institution as the paying agent for promissory notes without permission, or revocation of payment instructions prior to the expiration of the period during which a promissory note is valid for presentation ("**presentation period**").
- (iii) Deposit as a reserve for payment: the process whereby the Account Holder deposits the amount of an instrument dishonored due to insufficient funds directly into the financial institution which dishonored the instrument, and the Account Holder further requests that the deposit be treated as "other payables" as a reserve for payment of the dishonored instrument.
- (iv) Present(ed) again for payment: the process of presenting a dishonored instrument again for payment against the corresponding cheque deposit account or "other payables" under other accounts.
- (v) Recordation: an entry of record kept for future reference by the TCH of a dishonored instrument issued by the Account Holder, a redemption made by the Account Holder, or other facts related to the Account Holder's instrument-related creditworthiness.
- (vi) Termination of paying agent designation: the termination of designation of a financial institution as the paying agent for promissory notes issued by the Account Holder.
- (vii) Account denial: the denial by a financial institution to carry out cheque deposit transactions with an account holder who has a notably poor instrument-related creditworthiness record.

2. Account Opening Due Diligence and Change to Information Provided at Account Opening

- (i) To open an account, the Account Holder shall complete the Specimen Stamp Card and the Instrument Collection Acknowledgment and deliver the same to the Bank, and shall authorize the Bank to inquire about the Account Holder's instrument-related creditworthiness with the TCH. Upon such inquiry, if the Bank approves of the Account Holder's creditworthiness, the Account Holder shall be required to deposit NT\$10,000 or more into the account, and the Bank shall provide blank instruments to the Account Holder.
- (ii) **In the event of any change to the information contained in any document or the Specimen Stamp Card provided by the Account Holder to the Bank after the account is opened, the Account Holder shall immediately notify the Bank by way of a written document affixed with the Authorized Signature Stamp or the authorized**

specimen stamp. If the Account Holder intends to change his/her/its Authorized Signature Stamp or authorized specimen stamp, the Account Holder shall submit a new Specimen Stamp Card.

- (iii) If the Account Holder (in the case of a legal person) changes its name or its person in charge and fails to notify the Bank as specified in the preceding paragraph, and further fails to carry out the relevant change procedures within one month of being notified by the Bank to do so, the Bank may terminate these Cheque Deposit Transaction Terms and Conditions and request that the Account Holder close his/her/its account.

3. Withdrawal Methods

To make a withdrawal, the Account Holder shall issue a cheque provided by the Bank and affix the Authorized Signature Stamp to the cheque. The same shall apply in the case of an agent appointed by the Account Holder. If, upon approval by the competent authorities or pursuant to applicable regulations, the Bank provides a service to the Account Holder whereby withdrawals may be made from his/her/its account by automated or other means, the Account Holder may make withdraws through the agreed method without issuing a cheque upon voluntary approval by the Bank or in accordance with a separate contract with the Bank. The Account Holder shall further abide by the relevant terms of said contract.

4. Handling of Errors

In the event of a wire transfer or mail transfer through a correspondent bank of the Bank, if the Bank receives a cancellation notice from the remittance bank after the amount is transferred into the Account Holder's account or the Bank does not receive any funds for such transfer, the Bank may cancel the deposited amount. If any amount is mistakenly credited to the Account Holder's account by the Bank's employees or as a result of a third party providing an incorrect account number/name, the Bank may directly reverse the credited amount in its entirety and make corrections. If the credited amount has already been withdrawn or used, the Account Holder agrees to refund the same or immediately make up the difference without delay upon notice by the Bank.

5. Cheque Recognition Rules

The Account Holder shall be solely responsible for any dispute arising from an illegible handwritten amount on an issued cheque or other such issues. If the text, amount or signature on an issued cheque is forged, altered or tampered with or has other such issues, the Bank shall not be liable for damages once the cheque is paid upon presentation, provided that the Bank has exercised the duty of care expected of a good faith administrator but still failed to identify the fraud. If a third party forges an instrument by using the Account Holder's Authorized Signature Stamp without authorization, and the Bank honors the instrument on the basis of the Authorized Signature Stamp, the Bank shall not be held liable for damages unless there is willful misconduct or gross negligence on its part.

6. Priority Order of Payment and Validity Period

- (i) The Bank will make payment on cheques upon presentation, regardless of the order in which they are issued or presented. The Bank may determine the order in which cheques are to be paid at its discretion.
- (ii) If a cheque bearer presents a cheque issued by the Account Holder to the Bank after the expiration of its presentation period, the Bank may still make payment within the statutory validity period of the cheque.

7. Cheques Exceeding Account Balance

The Account Holder shall not issue any cheque the amount of which exceeds his/her/its account balance, unless he/she/it has entered into an overdraft agreement with the Bank. In the event of insufficient funds, the Bank may dishonor the cheque in accordance with applicable regulations without any notice to the Account Holder.

8. Service Fee

- (i) **If an instrument issued by the Account Holder is dishonored due to insufficient funds, the Bank may charge the Account Holder a service fee as damages for the dishonored instrument, provided that said fee shall not exceed 150% of the fee that the TCH charges the Bank.**
- (ii) **The Bank may debit directly from the Account Holder's cheque deposit account or current account any service fees, damages imposed by the TCH or any other amounts payable by the Account Holder, or require the Account Holder to make payment in the same amount.**

9. Loss Reporting and Stop Payment

- (i) If a cheque issued by the Account Holder, a blank cheque or the Account Holder's signature stamp is lost or stolen by fraudulent means, the Account Holder shall report the loss to the Bank and request a stop on the cheque payment in accordance with the *Negotiable Instrument Loss Reporting and Stop Payment Regulations* (票據掛失止付處理規範) formulated by the Bankers Association of the ROC and the Bank's rules on reporting the loss of certificates of deposit/passbooks/stamps. However, the Account Holder shall be solely responsible for any fraudulent collection that took place prior to the Bank's receipt of any written application for loss reporting and stop payment, unless the Bank honors a cheque despite being aware that the cheque bearer is not the cheque's right holder.
- (ii) If the Account Holder reports a loss to the Bank and makes a stop payment request, he/she/it agrees that the Bank may deduct the amount of the cheque directly from the Account Holder's account for the purposes of "deposit as a reserve for payment."
- (iii) If the Account Holder becomes the victim of a cheque fraud, the Bank shall not be liable for compensation if it has made payment on a cheque presented thereto before it receives from a court a notice of enforcement of an interim injunction with respect to the cheque.

10. Authorized Transfers

If the Account Holder has entered into a separate agreement with the Bank authorizing the Bank to transfer amounts payable by the Account Holder or a person designated by the Account Holder, the Bank may make such transfers by deducting such amounts directly from the Account Holder's account. **Once an agreement for the authorized transfer services under this Section has been reached, the Account Holder shall pay the Bank an account management fee of NT\$200 per month, and shall authorize the Bank to deduct such fee directly from the designated paying account.** However, if the average deposit in the Account Holder's cheque deposit account and paying account in the previous month is NT\$100,000 or more in aggregate, said account management fee may be waived.

11. Statement

The Account Holder shall check each deposit statement sent by the Bank immediately upon receipt. In the event of any inconsistency, the Account Holder shall make an inquiry with the Bank within seven days of receipt of the statement, or submit an application affixed with the Authorized Signature Stamp requesting the Bank to present all paid cheques. If no such request is made by

the expiration of said period, the information provided by the Bank in the statement shall be presumed to be correct. If funds are transferred into or out of the Account Holder's account in a given month but the Account Holder has not received any statement by the 10th of the following month, the Account Holder shall contact the Bank immediately.

12. Recordation

If the Account Holder has made a redemption or deposit as a reserve for payment, or an instrument is presented again for payment, or other matters related to the Account Holder's instrument-related creditworthiness occur, within 3 years of the date of dishonor of a cheque issued by the Account Holder or a promissory note for which the Bank is the paying agent, the Account Holder may request the Bank to forward the relevant information to the TCH for recordation in accordance with the *Guidelines for Recordation of Account Holders' Negotiable Instrument-Related Creditworthiness* (支票存款戶票信狀況註記須知).

13. Limitation on or Suspension of Blank Cheques or Blank Promissory Notes

The Bank may limit the issuance of blank cheques and blank promissory notes, or terminate its dealings with the Account Holder, and repossess the remaining blank instruments if:

- (i) There have been instances of instruments issued by the Account Holder being dishonored due to insufficient funds, or the Account Holder frequently makes redemptions or deposits as reserves for payment or his/her/its instruments are frequently presented again for payment after they are dishonored.
- (ii) There are other irregularities in the Account Holder's use of instruments.

The Bank shall notify the Account Holder of the reason for imposing said limitation in writing; the Account Holder may raise his/her/its objection if he/she/it considers such limitation unreasonable. If the Account Holder's deposit account with the Bank is seized, the Bank may stop providing blank cheques and blank promissory notes to the Account Holder, unless the entire seized amount has been converted by the Bank to a deposit as a reserve for payment.

14. Promissory Notes

- (i) Except for commercial papers which are guaranteed by dealers of short-term notes or financial institutions and may be printed by the Account Holder him/her/itself, the Account Holder shall only issue promissory notes that are printed and provided by the Bank, otherwise the Account Holder agrees that the Bank may dishonor the non-compliant promissory notes.
- (ii) Where the Account Holder issues a promissory note designating the Bank as the paying agent, the Bank shall make such payment by debiting the amount from the cheque deposit account under the name of the Account Holder.
- (iii) Where the foregoing promissory note is presented by a bearer after the expiration of its presentation period, but within three years from the maturity date of such promissory note (or three years from the issuance date in the case of a promissory note payable on demand), the Bank may honor the note so long as the Account Holder has not revoked his/her/its payment instructions and there are no other circumstances which prohibit the Bank from making the payment. If a promissory note issued by the Account Holder is dishonored due to insufficient funds or mismatched stamp or signature of the issuer, such dishonored promissory note shall be recorded together with the Account Holder's record of dishonored cheques. A promissory note issued by the Account Holder may be dishonored by the Bank if the maturity date is before the issuance date or the maturity date given is incomplete.

15. Termination of Designation as Paying Agent

Where the Account Holder has opened cheque deposit accounts with financial institutions in various locations, if any promissory notes designating such financial institutions as the paying agents issued by the Account Holder under such cheque deposit accounts have been dishonored upon presentation by the bearer due to revocation of payment instructions prior to the expiration of the presentation period, and there are three or more such dishonored promissory notes in one year for which there has been no record of redemptions, deposits as reserves for payment or being presented again for payment, the Bank may terminate its designation as the Account Holder's paying agent for three years commencing from the date of notification by the TCH.

If the Bank terminates its designation as the Account Holder's paying agent pursuant to the preceding paragraph, the Account Holder shall return the remaining blank promissory notes to the Bank within one month of notice by the Bank.

16. Bills of Exchange

If the Account Holder designates the Bank as the paying agent and accepts a bill of exchange, the terms of Part II (Terms and Conditions of Payment of Accepted Bills of Exchange) of this Chapter shall apply.

17. Account Denial

Where the Account Holder has opened cheque deposit accounts with financial institutions in various locations, if any instruments issued under such cheque deposit accounts have been dishonored for any of the reasons set forth below, and there are three or more such dishonored instruments in one year for which there has been no record of redemptions, deposits as reserves for payment or being presented again for payment, or the Account Holder is found guilty of a crime related to the use of negotiable instruments, the Bank may deny the Account Holder's account for three years commencing from the date of notification by the TCH:

- (i) Insufficient funds.
- (ii) Mismatched stamp or signature of the issuer.
- (iii) Designation of a financial institution as the paying agent for promissory notes without permission.

The number of dishonored instruments for each of the above reasons shall be computed separately and not in aggregate.

18. Termination

Both the Account Holder and the Bank may terminate these Cheque Deposit Transaction Terms and Conditions at any time. In addition to carrying out the termination procedures at the Bank in person, the Account Holder may also close his/her/its account through the Bank's Personal Online Banking Web Version subject to the following terms:

- (i) **The account balance shall be zero and there is no outstanding instrument.**
- (ii) **The account must not be closed if:**
 - 1. **There is any outstanding bill for collection or bill of exchange against the account.**
 - 2. **The account is subject to withdrawal restrictions, would have a negative balance after relevant fees are deducted or certain service fees against the account remain outstanding.**

3. **There is an overdraft agreement in place with respect the account.**

- (iii) **If the account has been designated for receipts or payments, the original authorization (including without limitation payment of insurance premium) shall terminate simultaneously upon completion of the account closing procedures by the Bank. The Account Holder shall be solely liable for any disputes with any third party arising from such receipt or payment arrangements after the termination, and such disputes shall have no bearing on the Bank.**
- (iv) **The Account Holder agrees that the Bank will also terminate all electronic services previously requested and all undue scheduled transfers previously set up when the Bank completes the account closing procedures. The Account Holder shall assume all liability for compensation arising from any subsequent dispute so caused or any losses so caused to the Bank.**
- (v) The account closing date shall be the date on which the Bank's computer system completes the account closing procedures.

19. Termination of these Cheque Deposit Transaction Terms and Conditions

If the Account Holder's account is denied, or these Cheque Deposit Transaction Terms and Conditions are terminated for any other reason, the Account Holder shall close the account and return all remaining blank cheques and promissory notes to the Bank within one month of notice by the Bank. If any of the instruments are not returned to the Bank, the Account Holder agrees without objection that a dishonor fee calculated based on the number of such unreturned instruments shall be withheld and retained by the Bank.

20. Temporary Resumption of Transactions upon Company Reorganization

- (i) If the Account Holder (in the case of a company) obtains a court ruling granting leave for reorganization prior to the expiration of the account denial period, the Account Holder may request the Bank to forward such ruling to the TCH for reorganization recordation; the Bank may temporarily resume transactions with the Account Holder upon such recordation.
- (ii) If any instrument issued by the company mentioned in the preceding paragraph is dishonored due to insufficient funds between the date of temporary resumption of transactions and the expiration date of the original account denial period, the Bank may deny the Account Holder's account for three years commencing from the date of notification by the TCH.

21. Request for Resumption of Transactions

Where the Account Holder has been subject to account denial, he/she/it may, upon the Bank's consent, open a new account and resume transactions if:

- (i) The account denial period has expired.
- (ii) There is recordation of redemptions, deposits as reserves for payment or presentation again for payment for all dishonored instruments giving rise to the account denial and all instruments dishonored thereafter.

22. Data Compilation and Access

The Account Holder agrees to grant third parties access to all information relating to the Account Holder's instrument-related creditworthiness, such as account opening date, capital amount (in the case of a legal person), record of insufficient funds, record of revocation of payment

instructions, and record of account denial maintained by the TCH. The Account Holder agrees that the Bank may use the TCH as the data center for compiling records of dishonored instruments and account denial. The Account Holder further agrees that the TCH may grant third parties access to the Account Holder's record of dishonored instruments, account denial record and other information relating to the Account Holder's instrument-related creditworthiness.

23. Regulations

The Account Holder shall strictly abide by the above provisions, all other regulations and operating rules of the Bank, the CBC's *Regulations Governing the Business of Negotiable Instruments Exchange* (票據交換業務辦法) and other applicable government regulations, otherwise the Bank shall not be liable for any losses so incurred.

II. Terms and Conditions of Payment of Accepted Bills of Exchange

1. The Bank may pay the bills of exchange accepted by the Account Holder by debiting from the Account Holder's cheque deposit account in accordance with these terms and conditions.
2. Prior to the maturity date of each bill of exchange issued or accepted by the Account Holder, he/she/it shall deposit an amount sufficient for paying the bill into his/her/its cheque deposit account as a reserve for payment.
3. If a bill of exchange accepted is dishonored due to insufficient funds in the Account Holder's cheque deposit account, the Bank may treat such dishonor as a cheque dishonor for insufficient funds, which shall count towards the total number of dishonored cheques. If there are three or more dishonored cheques in one year, the Bank may deny the Account Holder's account for three years, whereupon the Account Holder shall return the remaining blank instruments to the Bank immediately.
4. Any matters not provided for in this Part shall be governed by Part I (Cheque Deposit Terms and Conditions) of this Chapter as well as applicable laws and regulations.

Chapter 5 Wealth Management Service Terms and Conditions

I. Agreement on Non-discretionary Money Trust Investment in Domestic and Foreign Securities

1. Settlor, Trustee and Beneficiary
 - (i) The Settlor and Trustee agree that the basis for the Settlor's acceptance of these Trust Agreement Terms shall be in writing, or an electronic signature that complies with the *Electronic Signatures Act* (電子簽章法), or the security specifications required under the *Standards for the Security Management Operation of Electronic Banking Business of Financial Institutions* (金融機構辦理電子銀行業務安全控管作業基準).
 - (ii) The Settlor shall be the only beneficiary entitled to all trust benefits under these Trust Agreement Terms, and the beneficiary may not be changed unless otherwise specified by law or agreed by the Trustee.
 - (iii) If the Settlor is an unmarried minor or an adult subject to statutory assistance, the legal representative or statutory assistant of the Settlor agrees that the Trustee shall abide these Trust Agreement Terms.
2. Purpose of the Trust

This trust (the "**Trust**") is created for the Settlor to place its trust funds in trust with Cathay United Bank Co., Ltd. (the "**Trustee**"), whereby the Trustee may use the funds to invest in offshore funds,

foreign securities, domestic funds, structured products and other such products as permitted by the competent authorities (which restriction does not apply to offshore customers), and manage and dispose of the trust property, in accordance with the specific instructions of the Settlor.

3. Receipt and Payment of Trust Funds and Fees

- (i) To place the trust funds with the Trustee for investment in offshore funds, foreign securities, domestic funds, structured products and other such products, the Settlor shall be required to open a current (savings) deposit account with the Trustee's head office or business units for the receipts and payments of the trust funds. The Authorized Signature Stamp for such account shall serve as the authorized signature stamp for the Trust and the basis for all business dealings between the Settlor and the Trustee (including without limitation for signing application forms, transaction instructions and other written documents). The Settlor acknowledges and agrees that the use of the Settlor's authorized signature stamp for the Trust shall be deemed the Settlor's means of expression, which shall be effective against the Settlor. At the time when the Settlor requests redemptions, if the Settlor does not have any deposit account with the Trustee's head office or business units, the request shall be processed on the strength of the Settlor's personal signature.
- (ii) If the aforesaid Authorized Signature Stamp is lost, damaged or changed, the terms of deposit services of the Trustee's head office or business units shall apply. The Settlor shall be solely responsible for any damage arising from his/her/its failure to report a loss or carry out change procedures in a timely manner as required. Instructions made or transactions conducted on the strength of the Settlor's Authorized Signature Stamp prior to a loss being reported or change (for which the required procedures have been completed) shall remain effective.
- (iii) The trust funds delivered by the Settlor and all associated fees shall be in the currency (NTD/foreign currency) designated or agreed to the Trustee. The principal of and proceeds from the Trust shall be returned in the same currency as the trust funds delivered by the Settlor or such other currency as designated by the Trustee, provided that in the case of foreign currency trusts, if the Settlor has previously specified that a given fund shall be converted into a different currency, and then redeems such fund, then the Trustee will return the redemption value to the Settlor in the foreign currency of the redeemed fund.
- (iv) Where the Settlor makes his/her/its trust investment using the dollar cost averaging or value averaging approach:
 1. In the event of a computer system breakdown or force majeure, thereby resulting in a failure to carry out a debit transaction on a designated date, the Settlor agrees that the debit transaction shall be postponed to the Trustee's business hours after such obstacles are eliminated.
 2. Direct debits from an account designated by the Settlor shall only become effective after the Settlor affixes the Authorized Signature Stamp for his/her/its deposit account to the direct debit authorization.
 3. The Settlor shall deposit sufficient funds into the designated debiting account within the financial institution's business hours one business day prior to the designated debiting date. If a direct debit fails five times or more in succession, the Trustee may suspend the direct debit investment.
 4. In the event the Settlor suspends the debit transactions for a designated investment target or the Trustee suspends the debit transactions for a designated investment target pursuant to the preceding subparagraph, and the Settlor has fully redeemed such designated investment target without any subsequent

instructions to debit transactions or applying for resuming debit transactions for over 2 years, the Settlor shall be deemed to have agreed to terminate the trust investment of such designated investment target.

5. If funds in the Settlor's designated debiting account are insufficient for the payment of the trust investment, the Settlor agrees that the Trustee shall have the right to determine the order in which it makes direct debit investments, and the Settlor shall have no right to direct or object to such order.

4. Trust Period

The validity period of the Trust under these Trust Agreement Terms shall commence on the date on which the trust funds are delivered to the Trustee and shall end on the date on which these Trust Agreement Terms terminate pursuant to Section 19(ii).

5. Management and Use of Trust Property

- (i) The Trust is a non-discretionary individually managed money trust. The Trustee shall have no discretion over how the trust property is to be used. The Settlor authorizes the Trustee to use and manage the trust funds by exercising the duty of care expected of a good administrator for the following purposes (without further instructions or involvement on the part of the Settlor): applying for foreign exchange settlement, buying and selling foreign currencies, determining investment amounts, investment timing and investment term, trading, settling transactions, determining price ranges, appointing financial or investment management firms to execute transactions, appointing settlement agents or custodians, participating in proceeds distributions carried out by investment targets, exercising rights and performing obligations relating to investment targets (including without limitation exercising shareholders or beneficiaries' rights), and any other related matters.
- (ii) The trust funds received by the Trustee from the Settlor will not accrue interest.

6. Instructions on the Use of Trust Funds

- (i) **Any instructions on the use of trust fund shall be given by the Settlor in writing or in such other manner as agreed in advance by the parties in writing (including automated services, fax transactions and so forth).**
- (ii) **To instruct the Trustee in writing to use the trust funds for other purposes, the Settlor shall complete the relevant application documents provided by the Trustee and comply with the relevant requirements of the Trustee.**

7. No Assignment of Rights and No Pledge

The Settlor must not assign or pledge to any third party any rights in relation to the trust benefits arising out of this trust relationship.

8. Guiding Principles for Investment

- (i) **The Settlor and the Trustee shall both abide by the relevant rules of the investment targets as well as the laws applicable thereto. Where the investment targets are offshore funds, foreign securities, domestic funds or structured products, both parties shall also abide by the investment rules of the issuers (principal dealers) or the fund companies, including those relating to subscription, redemption or conversion prices, time and methods, net value calculation, proceeds distribution, applicable fees, and other matters concerning the trading of domestic/foreign securities or products.**

- (ii) **If the Trustee receives any notice of capital increase/decrease, liquidation, change (including change of name, valuation method and investment amount), merger, dissolution, trading suspension or suspension of settlement, operational hardship or other uncontrollable factors concerning an investment target, the Settlor agrees to cooperate with the Trustee to handle or suspend such investment, and bear all gains or losses arising therefrom.**
- (iii) **If a counterparty terminates a specific service, the Settlor agrees that the Trustee may stop providing purchase, conversion or redemption services related to such terminated service at any time. The Settlor further authorizes the Trustee to take all necessary measures in response to the situation, including without limitation redeeming, in whole or in part, the units of beneficial interests related to the specific service, with all gains and losses being solely borne by the Settlor.**
- (iv) **The Settlor agrees to terminate the investment if the Trustee is unable to make investment in accordance with the Settlor's instructions due to legal restrictions on investment targets or rules imposed by their issuers (including restrictions on investment targets, cancellation due to failure to meet the minimum offering amount, exceeding the maximum offering amount legally permitted, or other statutory prohibitions on investment).**

9. Investment Confirmation and Other Notices

- (i) **The Trustee should provide details of the use of the trust funds to the Settlor in accordance with Section 18(ii).**
- (ii) **In the event of any discrepancy between (1) the rights and interests in the trust property recorded in the related reports, account statements or the inquiry results obtained through automated service channels, and (2) those recorded in the Trustee's trust property accounting books or related records, said property accounting books or records shall prevail. The Settlor agrees that if there is any error in any transaction confirmation received by the Trustee from the issuer of an investment target, or the Trustee makes any operational errors, the Trustee may directly correct such errors and notify the Settlor.**
- (iii) **In the event of any changes to the Settlor's address or email address, the Settlor shall immediately notify the Trustee in writing or as otherwise agreed. Absent such notice, the Trustee shall deliver all related documents to the Settlor's original address or last notified address, or as otherwise agreed. If the Settlor and the Trustee have agreed that account statements shall not be delivered, the Settlor shall request the related information on his/her/its own without raising any objection. If the Settlor has not agreed upon a delivery method for the account statement with the Trustee, the Trustee may send the account statement in paper form to address last notified by the Settlor. If the Settlor has agreed the Trustee to issue a conclusive account statement for conducting private banking business, such agreement shall prevail.**

10. Distribution of Investment Proceeds

The Trustee shall calculate and distribute to the Settlor investment proceeds and the interest thereon distributable from the investment targets in proportion to the rights and interests of the Settlor in the trust property as at the distribution reference date. The Settlor agrees that the Trustee may roll over the proceeds in whole into the trust property for further investment in the same investment target, rather than distribute and deliver the same to the Settlor in kind or in cash, unless the investment target, due to its nature, cannot be further invested in, or the amount of the further investment does not meet the required minimum investment amount of the

investment target, or the Trustee otherwise agrees to distribute the proceeds in cash. Taxes and fees shall be deducted before cash distributions.

11. Conversion and Redemption of Investment Targets

- (i) **The Settlor may apply to convert investment targets. Such conversion shall be subject to the consent of the Trustee and shall be limited to other securities which are issued by the same issuer (principal dealer) or fund companies and publicly available for conversion at the Trustee's place of business. If there are undistributed proceeds or interest, the Trustee may reject the application for the conversion.**
- (ii) **Following conversion of an investment target, if the Settlor has distributable proceeds accrued from the units of the pre-conversion investment target, the Trustee may redeem the units on behalf of the Settlor and distribute the proceeds in cash to the Settlor. The Settlor shall raise no objection.**
- (iii) **Prior to the expiration of these Trust Agreement Terms, the Settlor may instruct the Trustee by submitting related application documents (or in such manner as agreed in advance by the parties) to redeem the investment targets of the trust property in whole or in part within a reasonable period. However, the Trustee may reject such redemption request if there are undistributed proceeds or interest on such targets.**
- (iv) **After the Trustee applies for redemption with the issuers (principal dealers) or fund companies, the Trustee shall return the received amount to the Settlor after deducting the trust management fee and other related charges (such as remittance fees). Where the Settlor instructs the Trustee to redeem all units of the investment targets under the Trust, if during the time when the Trustee executes said instruction, there are unredeemed assets or units derived from the investment targets which the Trustee has been instructed to redeem, or if the investment targets fall short of the minimum threshold for redemption, the Trustee may, without further notice to the Settlor, directly apply for redemption upon receipt of notice from the issuers (principal dealers) or fund companies. The Trustee shall then return to the Settlor the received redemption amount after deducting all related fees and charges (such as remittance fees).**
- (v) **If the redemption of an investment target becomes compulsory due to domestic/foreign securities regulations or other reasons, the Settlor shall unconditionally agree to such redemption, and must not refuse such redemption on the grounds that these Trust Agreement Terms have not yet expired.**
- (vi) **Partial redemption of investment targets will be conducted on a first-in first-out basis, and the aggregate book value of the principal of the Trust will be deducted in proportion to the number of redeemed units.**

12. Allocation of Investment Units

If on any given investment day, multiple settlors give the Trustee investment instructions over the same invested target on the same day, the Trustee will purchase units from the issuer (principal dealer) or fund company in one lump sum with the aggregate investment amount, and allocate the units among such settlors in accordance with the corresponding trust agreements. If the allocation calculation results in any fractional units, the Trustee will allocate such units among the settlors in accordance with the Trustee's operating principles and the Settlor shall not raise any objection. The foregoing allocation rules also apply to the allocation of redemption amounts and investment proceeds.

13. Risk Allocation and Disclosure

- (i) **Prior to giving instructions with respect to any investment target, the Settlor has carefully read the information and requirements relating to said investment target and understands the investment risks: including the possibilities of depreciation, principal loss caused by foreign exchange loss, suspension of redemption and dissolution/liquidation of the investment target. The maximum loss possible is the loss of all investment principal. The Settlor shall exercise independent and prudent judgment in giving investment instructions.**
- (ii) **The Trustee shall exercise the duty of care expected of a good faith administrator, and the Settlor shall be entitled to the capital gains and interest derived from the use and management of the trust funds. The Settlor shall bear all risks, fees and taxes relating to such investment. The Trustee does not provide any guarantee as to the principal of the Trust and investment proceeds.**
- (iii) **The Settlor understands that in circumstances where the trust property is used to invest in targets other than deposits, the trust property will not be covered by deposit insurance. In addition, the historical performance of an investment target is not an indication of future performance, nor does it guarantee minimum investment proceeds.**
- (iv) **The Settlor is fully aware of the specific risks associated with non-investment grade bond funds, including:**
 - 1. **Credit risk: as non-investment grade bonds either have lower credit ratings than investment grade bonds or have no credit rating, there may be risks of the bond issuer's defaulting on principal or interest payment or becoming bankrupt.**
 - 2. **Interest rate risk: as bond prices are sensitive to changes in interest rates, increased interest rates may result in drops in bond prices, and the Settlor may suffer losses as a result. This also applies to non-investment grade bonds.**
 - 3. **Liquidity risk: liquidity of non-investment grade bonds may decline due to an inactive market, thereby resulting in the risk of inability to sell non-investment grade bonds at reasonable prices in the short term.**
 - 4. **Exchange rate risk: in the case of converting NTD to purchase a fund denominated in foreign currency, the Settlor shall bear the foreign exchange risk. The Settlor shall also bear the foreign exchange risk arises from proceeds distribution or converting redemption price to NTD as well as the foreign exchange loss if NTD increases in value against the foreign currency compared to the original investment day.**
 - 5. **Investment in non-investment grade bond funds should preferably not make up too large a share of the Settlor's investment portfolio, and such investment is not suitable for investors who are unable to assume related risks.**
 - 6. **Where a non-investment grade bond fund pays dividends, such dividends may be paid from the proceeds or principal of the fund. Any payment out of the principal may reduce the initial investment amount. In addition, fees payable may not have been deducted prior to dividends distribution.**
 - 7. **Non-investment grade bond funds may invest in U.S. 144A Bonds (whose investment amount may reach up to 30% of the total asset value of the fund (in the case of domestic funds) or may be subject to no cap (in the case of**

offshore funds)), which are privately placed funds and may easily result in risks of drastic fluctuation due to insufficient liquidity, incomplete disclosure of financial information or lack of price transparency.

8. Before purchasing a fund, the Settlor should read the prospectus carefully, and fully assess the fund's investment features and risks. For more information to assess a fund (such as annualized standard deviation, Alpha, Beta and Sharp value), please refer to the "Search Section of Fund Performance and Evaluation Indicator" on the website of Securities Investment Trust & Consulting Association of the R.O.C. (https://www.sitca.org.tw/index_pc.aspx).
- (v) Fund dividends may be paid out of the proceeds or the principal of the fund. Any payment out of the principal may reduce the initial investment amount. In addition, the relevant fees may not have been deducted prior to dividends distribution. The Settlor may access information about dividend payments made out of principal over the past 12 months on the websites of the respective fund companies or principal dealers.
- (vi) If any of the Settlor's instructions are, based on the Trustee's assessment, likely to cause the Trustee to incur operational risks, the Trustee may notify the Settlor and refuse to execute the instructions.
- (vii) **Foreign ETF Investment Risk Disclosure**

Before buying or selling a foreign ETF, the Settlor should learn about the product's features and investment risks. The following list of risks is not exhaustive and does not cover all investment risks and factors affecting the market. In addition to the following investment risks, the Settlor must carefully consider other factors that may have an impact before entering into a transaction, and must assess his/her/its own financial status and risk tolerance before deciding whether to invest, in order to prevent unbearable losses arising from the transaction.

1. **Local market risk:** the Settlor should understand that this product is traded on offshore securities markets. Transactions must be conducted in accordance with local laws and rules of the exchanges on which it is traded, which may be different from the ROC *Securities and Exchange Act* (證券交易法). The Settlor must understand that there are time differences between the exchanges on which this product is traded and Taiwan, and a transaction cannot be cancelled once it is closed; the Settlor must also bear all local market risks.
2. **Price fluctuation risk:** the Settlor must understand that this product is a non-principal protected product and its trading price fluctuates dramatically without any upper and lower circuit limit. The maximum loss possible is the full amount of the principal. The product is traded in a manner similar to that of stocks. If a major event occurs in the market, the Settlor may face a situation where prices differ greatly at different points of the trading hours and the trading price may not necessarily be the same as, and may be higher or lower than, the net value published by the fund management company.
3. **Exchange risk:** this product is an investment product denominated in foreign currencies. If the Settlor invests in this product in NTD or a foreign currency other than the currency in which the product is denominated, he/she/it must be aware of the exchange risk which may result in the accrued

interest and redemption payments in foreign currencies (after being converted back to NTD assets) being lower than the investment principal.

4. **Portfolio concentration risk:** if this product primarily invests in a certain product, commodity or country, it will not achieve the purpose of investment diversification.
5. **Tracking error risk:** the trend of this product may, but not necessarily, be highly correlated with the trend of the target index it tracks. Factors that affecting correlation include management fees, transaction costs, commissions, fees, conversion costs, related income and accounting standards and so forth. In addition, there might be differences between the assets underlying this product and those of the target index tracked by the product, which might result in a gap between the net asset value of this product and the target index it tracks.
6. **Synthetic replication strategy risk:** if the product adopts a synthetic replication strategy and uses derivative financial instruments, such as futures, options, swaps and other tools replicating or simulating the target index's returns, it may generate greater tracking error risks and counterparty risk. For example, short, leveraged and short leveraged ETFs use swaps to replicate the performance of the target index on the day, thereby causing long-term performance to be inconsistent with the cumulative performance of the target index, or even creating significant tracking errors. There will also be counterparty risk due to the use of swaps. Commodity ETF investment strategies use futures to replicate the performance of the target index. This will affect the performance of the ETF due to positive spreads, negative spreads and switch at maturity.
7. **Counterparty risk:** in order to achieve its investment objectives, this product may require the use of financial instruments, and will therefore require transactions with different counterparties. If a counterparty is bankrupt or its finance is affected by other factors, the performance of this product will be adversely impacted.
8. **Credit risk:** if the issuer or guarantee agency of this product or the counterparties to financial instruments are unable to pay interest or the principal due to credit default, the performance of this product will be adversely impacted.
9. **Early closing and trading suspension risk:** exchanges or markets have in place a special mechanism allowing the market to close early or issue trading suspension notices, which will restrict one's ability to buy or sell certain securities, and prevent the product from rebalancing its investment portfolio; and the actual trading price may result in a loss.
10. **Liquidity risk:** in some cases, if an investment target or financial instrument of this product experiences a market disruption, the relevant disposal or offered prices will be determined by the fund management company. It is possible that this product will become unable to be traded in whole or in part due to insufficient liquidity or other factors. The Settlor should pay attention to the price risk and market risk derived from liquidity risk. When this product is affected by factors such as market or liquidity, there is no guarantee that the buy or sell orders will be executed successfully.

11. **Emerging market risk:** emerging markets are different from developed countries. Their risks are greater than those of developed countries. These risks include liquidity risk due to limited capital in their securities markets, price fluctuations, foreign investment restrictions, government intervention in the economy, insufficient legislation, socio-economic and political uncertainties and so forth.
12. **Portfolio turnover risk:** the frequent trading or redemption of ETFs will increase the turnover of portfolios. A high turnover rate will result in increased economic costs, as well as potential increased taxation costs relating to capital gains.
13. **Fund liquidation risk:** when the net asset value of this product is lower than the stipulated minimum net asset value on any particular valuation date, the fund management company will liquidate the fund by selling all equity assets. The Trustee will notify the Settlor upon receipt of relevant information, and will properly handle the situation in accordance with the Agreement Non-discretionary Money Trust Investment in Domestic and Foreign Securities between the Trustee and the Settlor.
14. **Derivatives risk:** while ETFs may not invest significantly in derivatives, the risks and losses assumed may be greater than the amount invested in these instruments. In particular, when ETFs use leverages, the use of derivatives may result in drastic fluctuations in the value of ETFs. In addition, if derivatives are not able to correlate perfectly with the target index, ETFs may fail to achieve their investment goals. Moreover, as for the use of swaps, if the net asset value drops sharply due to market changes, the counterparty may request to immediately terminate the transaction. In this case, the ETF may be unable to conduct another swap or invest in other derivatives to achieve the original investment goal, resulting in lower than expected performance.
15. **Compounding risk:** since leveraged and short ETFs are designed to seek a "daily return" that is "a fixed multiple of the return on the target index" by pursuing "single-day return," if ETFs are held for more than one day and the leverage multiple is adjusted daily to achieve a fixed multiple of the return on the target index, then regardless of whether the daily return is positive or negative, the return will be accumulated in a compounding manner. As a result, the performance of ETFs over "a given period" will not be equal to the cumulative sum of actual fluctuations over that period multiplied by the leverage.
16. **Intraday price performance risk:** when the Settlor buys an ETF at a certain trading point, the ETF may not have completed the leverage adjustment for that day at the time of the transaction, so the ETF's daily return may be greater or less than the multiple initially set by the ETF.

(viii) **Foreign Equity Product Risk Disclosure**

Before redeeming a foreign equity product, the Settlor should learn about the product's features and investment risks. The following list of risks is not exhaustive and does not cover all investment risks and factors affecting the market. In addition to the following investment risks, the Settlor must carefully consider other factors that may have an impact before entering into a transaction, and must assess his/her/its own financial status and risk tolerance before deciding whether to invest, in order to prevent unbearable losses arising from the transaction:

1. **Local market risk:** The Settlor should understand that the product is traded on offshore securities markets. Transactions must be conducted in accordance with the local laws and regulations of the exchanges where the product is traded, which may be different from the ROC Securities and Exchange Act. The Settlor must understand that there are time differences between the exchanges on which this product is traded and Taiwan, and that a transaction cannot be cancelled once it is closed. The Settlor shall also bear all local market risks.
2. **Price fluctuation risk:** The Settlor must understand that the product is a non-principal protected product and its trading price fluctuates dramatically without any upper and lower circuit limit. The maximum loss possible is the full amount of the principal. If a major event occurs in the market, the Settlor may face a situation where prices differ greatly at different points of the trading hours.
3. **Exchange risk:** This product is an investment product denominated in foreign currencies. If the Settlor invests in this product in NTD or in a foreign currency other than the currency in which the product is denominated, he/she/it must be aware of the exchange risk which may result in the accrued interest and redemption payments in foreign currencies (after being converted back to NTD assets) being lower than the investment principal.
4. **Portfolio concentration risk:** If this product primarily invests in a certain company, the industry and/or the country the company belongs to, it will not achieve the purpose of investment diversification.
5. **Early closing and trading suspension risk:** Exchanges or markets have in place a special mechanism, allowing the market to close early or issue trading suspension notices, which will restrict one's ability to sell certain securities; and the actual trading price may result in a loss.
6. **Liquidity risk:** In some cases, if an invested company experiences a market disruption and it is possible that this product will become unable to be traded in whole or in part due to insufficient liquidity or other factors. The Settlor should pay attention to the price risk and market risk derived from liquidity risk. When this product is affected by factors such as market or liquidity, there is no guarantee that the sell order will be executed successfully.
7. **Emerging market risk:** Emerging markets are different from developed countries. Their risks are greater than those of developed countries. These risks include liquidity risk due to limited capital in their securities markets, price fluctuations, foreign investment restrictions, government intervention in the economy, insufficient legislation, socio-economic and political uncertainties and so forth.
8. **Company-specific risk:** The investments in trust funds and rights of foreign equity products are not deposits. The Settlor must bear sole responsibility for all gains and losses. The Trustee shall exercise the duty of care expected of a good faith administrator but shall not guarantee to protect the principal or the interest. The investment risks, such as the possibilities of principal loss, exchange loss or dissolution, liquidation, transfer, stock split, or stock consolidation (reverse stock split) of the companies in the product's portfolio, shall be solely borne by the Settlor.

The Settlor shall exercise independent and prudent judgment for the decision to trade foreign equity products. The Settlor shall understand potential risks of the investment target before entering into a transaction, including but not limited to the influences from country, interest rate, liquidity, exchange rate, inflation, settlement, individual event (market risk), taxation, and credit. The Trustee does not guarantee investment gains or principal protection of the foreign securities.

14. Service Fees and Other Charges

- (i) The Settlor understands and agrees that when the Trustee enters into a transaction under the Trust (non-discretionary money trust) pursuant to these Trust Agreement Terms, the compensation, fees, discounts and other benefits received by the Trustee from the counterparty to the transaction may be treated as fiduciary compensation received by the Trustee to the extent permitted by law. Regardless of whether or not the use of the trust funds result in a profit or loss, in addition to the management fees, transaction fees and taxes payable to the designated issuers (master agents) or fund companies of investment targets, the Settlor shall pay to the Trustee the service fees and other charges for its use and management of the trust property as detailed below. The Trustee will handle the proceeds from the Settlor's investments in accordance with applicable tax laws of the ROC, the local laws of the places of the exchanges or other applicable laws and regulations.
- (ii) In the event of any adjustment or addition to the following fees, the Trustee shall make an announcement or notify the Settlor in advance. All fees are rounded to the smallest unit for deposits in the Trustee's head office or business units (e.g., dollar for NTD, cent for USD, and yen for JPY).
 - 1. Trust service fee (subscription fee): subject to the applicable selling rate set by the relevant issuer of the investment target, to be calculated based on a certain percentage (rate percentage: 0%~5%) of the amount of trust funds at the time of each subscription. In the case of dollar-cost averaging investment or value averaging investment subscribed prior to April 6, 2021, the minimum trust service fee per trust transaction is NT\$50 (or its foreign currency equivalent); for new subscriptions or applications for change investment amount on or after April 6, 2021, the minimum service fee shall be charged according to the standard posted on the official website of the Trustee. In the case of investment in foreign ETFs, a service fee of 3% of the amount of trust funds will be charged per subscription, and the minimum charge per transaction shall be US\$6 (U.S. markets). The service fee shall be deducted together with the amount of trust funds on a transaction-by-transaction basis by the Trustee pursuant to these Trust Agreement Terms.
 - 2. Trust management fee: prior to January 1, 2014, the Trustee charges an annual management fee at the rate of 0.2% of the amount of the trust funds (i.e., the principal) as at the time when they are delivered to the Trustee, starting from one year after the trust funds are delivered to the Trustee. For subscriptions on or after January 1, 2014, the Trustee will charge a management fee at the rate of 0.1% (0.05% for domestic money market funds) of the amount of the trust funds (i.e., the principal) as at the time when they are delivered to the Trustee, within one year of the trust funds being delivered to the Trustee. Starting from the second year, the Trustee will charge an annual management fee at the rate of 0.2% (0.1% for domestic money market funds) of the amount of trust funds. In the case of the trust funds delivered to the Trustee over one year and redeemed before April 6, 2021, the trust management fee shall be charged for NT\$200(or its foreign

currency equivalent) if the management fee receivable is below NT\$200(or its foreign currency equivalent). The Trustee will deduct the fees from the trust proceeds or principal when the Settlor instructs the Trustee to redeem the investment. Such fees will be waived for funds in the custody of the Trustee.

3. **Conversion fee:** the minimum fee per conversion shall be NT\$200 (or its foreign currency equivalent) and will be charged by the Trustee upon each conversion. If issuers stipulate their own rates or payment methods for conversion transactions, the Settlor shall also pay such fees accordingly.
4. **Issuance of trust statements:** the Trustee will charge NT\$100 for each statement at the time when the Settlor requests such statement.
5. **Subscription service fee (offshore structured products excluded):** The channel service fee is to be paid by the transaction counterparty to the Trustee on a lump sum basis upon subscription. The subscription service fee shall be the product of (x) the principal and (y) an applicable rate ranging from 0% to 5%, depending on the market condition. If this service fee is included in the funds and expenses listed in the fund's prospectus, it will be deducted by the fund company from the daily net asset value of the fund. If the Trustee accepts the non-professional investor's investment in foreign bonds, the annualized channel service fee shall not exceed 0.5% of the principal. The fee is to be paid by the transaction counterparty to the Trustee on a lump sum basis upon subscription.
6. **The channel service fee of offshore structured products:** The channel service fee will be paid by the issuer (including the principal dealer or a designated agent) to the Trustee. The fee shall be the product of (x) the principal and (y) an applicable rate ranging from 0%-6%, and will be paid on a lump sum basis when the product is issued. If the Trustee accepts the non-professional investor's investment in offshore structured products, the channel service fee shall not exceed 0.5% of the principal per annum and 5% in aggregate. If less than a year, the channel service fee will be calculated according to the proportion of the term with actual investment.
7. **Channel service fee during the holding period:** to be paid by the counterparty or fund company to the Trustee, and shall be the product of (x) the net value of the Trustee's assets placed with the counterparty or the fund company and (y) an applicable rate ranging from 0% to 2% per annum. The payment method varies among different fund companies, and may be paid monthly, quarterly, semi-annually or annually. If this service fee is included in the fees and expenses listed in the fund's prospectus, it will be deducted by the fund company from the daily net asset value of the fund.
8. **Local transaction fee for overseas markets:** when a foreign ETF or a foreign equity product is redeemed, the brokerage firm (instead of the Trustee) will directly deduct a transaction fee at a rate of between 0.1% to 0.211% of the transaction price, depending on the specific exchange, with the minimum charge being US\$3 per transaction (U.S. markets).
9. **All fees related to offshore funds (including distribution fees) are disclosed in the prospectus of the offshore funds and investor brochures, which are available to the Settlor on Fund Clear's website(offshore funds section) (境外基金資訊觀測站).**

10. **The Settlor shall note that in the case of back-end load funds, a distribution fee will be deducted by the fund company from the fund assets pursuant to the prospectus, and will be directly reflected in the daily net asset value of the fund. In addition, the fund company will charge a contingent deferred sales charge when the fund is redeemed, and the charge will be deducted from the total redemption amount.**
11. **For investment in domestic/offshore mutual funds, all charges listed by each fund company or distributor in the respective prospectus (including without limitation fund management fee, custodian fee, distribution fee, conversion fee, redemption fee and short-term trading fee) shall be borne by the Settlor, and the Settlor shall learn about all transaction restrictions (including without limitation restrictions on subscription, redemption, conversion and short-term trading). The Settlor agrees to comply with the requirements of the fund companies or distributors.**
12. **Fee for reissuing account statements: statements of the six months prior to the month of the application date may be reissued free of charge. For account statements originally issued more than six months prior to the month in which a reissue application is made, the Settlor will be charged NT\$100 per each reissued account statement upon application. The reissuance of account statements via electronic means will be free of charge.**

15. Exchange Rate

- (i) **In the case of an NTD trust, the exchange rate to be used for conversion from NTD to a foreign currency (for subscription) or from a foreign currency to NTD (for redemption) shall be the corresponding selling rate or buying rate published by the Trustee at the time when the Trustee processes the conversion.**
- (ii) **The exchange rates for conversion between different currencies involved in the conversion of offshore funds, foreign securities, domestic funds and structured products shall those which are stipulated in the operating rules of the issuers (master agents) or fund companies.**
- (iii) **All foreign exchange risk arising from the conversion of the trust funds shall be borne by the Settlor.**

16. Application for Changes to the Trust

- (i) If the Settlor intends to change the investment amount, debiting account or debiting date, to suspend (or resume) debit transactions or to make other changes in relation to the trust funds, the Settlor shall complete the change procedures no later than the time set by the Trustee, and the change shall take effect upon completion of such procedures.
- (ii) Any changes to the Settlor's information shall be made in accordance with the deposit service terms of the Trustee's head office or business units.

17. Responsibilities of the Trustee

- (i) **The Trustee shall exercise the duty of care expected of a good faith administrator in conducting the matters in relation to the Trust based on the Settlor's instructions and in accordance with all laws applicable to the investment targets and international banking practices.**
- (ii) **Except for any willful misconduct or gross negligence on the part of the Trustee, the Settlor shall not hold the Trustee jointly liable or claim damages against the**

Trustee for any act or omission on the part of any securities issuers, management firms, settlement institutions or custodians, or any other third parties.

- (iii) Where any investment, redemption, conversion or transaction instructions cannot be immediately executed as a result of the closure of the market on which the designated investment target is traded or during a public holiday at the place where any of the firms or institutions mentioned in the preceding paragraph is located, the Settlor shall not be entitled to assert any rights or claim damages against the Trustee.
- (iv) All information provided by the Trustee for the purpose of providing services to the Settlor, including the net asset value of investment targets, reference exchange rates and current reference value, is for reference only. Such information shall be subject to the information made public by domestic/foreign fund companies or issuers or the actual situation. The Settlor shall not be entitled to assert any rights or claim damages against the Trustee on the grounds of the reference information provided by the Trustee.
- (v) For the purpose of providing services to the Settlor, the Trustee may provide products and information services to the Settlor by mail, through communication networks or by any other means.
- (vi) The Trustee shall keep all information on its dealings and transactions with the Settlor confidential, unless otherwise agreed, ordered by any competent authorities or courts, or provided by law.
- (vii) The Settlor agrees to grant the Trustee full authority to act at its own discretion if any transactions or other instructions are delayed or unfulfilled due to force majeure events or other factors not attributable to the Trustee, including without limitation natural disasters, power outage, network disconnection, transmission interference and congestion in telecommunication networks, and the Trustee shall not be liable for compensation.

18. Accounts and Reports

- (i) The Trustee shall create separate books for the trust funds and assets derived from the investment of such funds.
- (ii) The Trustee shall, on a regular basis, prepare reports or account statements relating to the use of the trust funds and deliver them to the Settlor by mail, email or as otherwise agreed. The Settlor may change delivery method in writing or through online Banking to the Trustee at any time. As for any notice without agreed delivery method, the Settlor agrees that the Trustee may deliver written notice to the address last notified by the Settlor. The Trustee may appoint third parties to print and deliver the reports, account statements and transaction reports in accordance with the law.
- (iii) The Trustee may deliver transaction reports relating to the services for the Trust (including without limitation subscription, redemption, conversion, early redemption by issuers) to the Settlor by email. If the Settlor has not provided its email address to the Bank, such written reports shall be sent to the Settlor's last notified address.
- (iv) Any notices, reports, statements or other documents related to the Trust will be deemed duly delivered five days after the date on which they are posted or sent by the Trustee. The Settlor shall be deemed to have acknowledged the content of said documents if he/she/it does not raise an objection within 14 days of delivery.

- (v) **The Settlor agrees that, due to the consolidation of systems, reports, account statements or other reasons, the Trustee may combine reports or account statements with statements of the business dealings and transactions between the Settlor and the Trustee's head office or business units, and deliver by one of the delivery methods agreed upon by the Settlor and the Trustee, the Trustee's head office or business units after 60 days of the announcement on the Trustee's website.**

19. Variation and Termination of This Trust Agreement

- (i) Any variation of these Trust Agreement Terms shall be posted by the Trustee on its website, in the account statements or in such manner as otherwise agreed by the parties, except for variations made in response to a change of law or pursuant to an order of a court or competent authority. If the Settlor does not raise any objection within seven days after the Trustee delivers the notice of variation of these Trust Agreement Terms to the Settlor by mail, email or as otherwise agreed, or post the same on the its website, the Settlor shall be deemed to have agreed to the variation.
- (ii) Unless otherwise agreed by the parties, these Trust Agreement Terms may be terminated under any of the following circumstances:
1. The purpose of the Trust cannot be achieved.
 2. A court or competent authority orders that they be terminated.
 3. A party becomes incapacitated, is dissolved, restructured or bankrupt or ceases to operate, in which case the other party may terminate these Trust Agreement Terms by a written notice or in such manner as otherwise agreed by the parties.
 4. The Settlor may terminate these Trust Agreement Terms by giving prior notice in the manner prescribed by the Trustee within a reasonable period during the term of these Terms and Conditions.

20. Ownership of the Trust Property upon Extinction of the Trust Relationship

Upon extinction of the trust relationship, the Trustee shall return the trust property to the Settlor.

21. Governing Law and Jurisdiction

- (i) These Trust Agreement Terms and the transactions related to the Trust conducted pursuant to the relevant transactions documents hereunder this Trust Agreement shall be governed by the laws of the ROC. The parties agree that the Taiwan Taipei District Court shall have first instance jurisdiction over any litigation arising from these Trust Agreement Terms, provided that the provisions on court jurisdiction over small-claim proceedings under Article 47 of the *Consumer Protection Act* or Article 436-9 of the *Code of Civil Procedure* shall not be excluded.
- (ii) Any matters not provided for under these Trust Agreement Terms shall be governed by the *Trust Law* (信託法), the *Trust Enterprise Act* (信託業法), other applicable laws and the requirements of issuers.

22. Special Provisions on Non-discretionary Money Trust Investment in Foreign Securities

- (i) The Settlor agrees that the Trustee may place a hold on an amount equal to the aggregate amount of the trust funds to be delivered plus all service fees in the designated deposit account from the date of subscription instruction given by the Settlor to the date on which the Trustee executes the transaction and deducts the above amount from said deposit

account; the Settlor will not be able to withdraw the amount placed on hold for the delivery of trust funds during the above period.

- (ii) If the Settlor instructs the Trustee to subscribe for or redeem foreign securities, the Trustee does not guarantee that the subscription or redemption will be successful. If the instruction cannot be executed in part or in whole, the Settlor shall be deemed to have revoked the unexecuted instruction and the Trustee shall release the hold on the amount corresponding to the unexecuted transaction.
- (iii) If the amount held under Section 22(i) is less than the aggregate of the final transaction amount plus all service fees, the Settlor authorizes the Trustee to deduct the shortfall from the debiting account designated by the Settlor. If there are insufficient funds in the designated debiting account, and the Settlor fails to deposit sufficient funds within the time period notified by the Trustee, the Settlor hereby authorizes the Trustee to directly sell the foreign securities held at market price. After deducting all related fees from the transaction amount, the Trustee shall refund the remaining amount to the debiting account designated by the Settlor.

23. Other Provisions

- (i) If the Settlor has authorized that transaction applications (subscription, redemption, conversion, change of information) under his/her/its deposit account with the Trustee's head office or business units may be made through automated services (such as online banking, the Mobile banking App and Global MyB2B), the payable funds and various service fees can be automatically debited from the designated accounts forthwith, provided that such amount may only be transferred to the Trustee's "Trust Property Account." The Settlor shall not issue a separate withdrawal slip for such transactions. The Settlor agrees to provide its passbook to the Trustee to record the transaction as soon as practicable each time said debit is made. Prior to updating the passbook, the Settlor shall acknowledge and shall not object to any withdrawals above.
- (ii) The limits on subscription transactions conducted through automated services shall be those which are stipulated in the Trustee's terms and conditions for ATM card, online banking and Mobile banking App services. The Settlor shall not revoke or amend his/her/its instruction message after it has been confirmed and delivered to the Trustee. The Settlor further agrees that for subscription transactions conducted through automated services, any subsequent redemption amounts or investment proceeds may only be remitted by the Trustee to the Settlor's own account originally designated for debiting the subscription amounts.
- (iii) Pursuant to the explanatory documents, prospectus or other documents of certain investment targets, the Settlor must not be a U.S. citizen or resident, or have any other status that would subject him/her/it to restrictions. The Settlor understands the above investment restrictions, and declares that he/she/it satisfies all requirements, or is in compliance with all restrictions, relating to his/her/its status as provided in the prospectus of the investment targets or applicable laws. If any of the foregoing is untrue, the Settlor shall be solely liable and shall indemnify the Trustee against any damage suffered thereby as a result.
- (iv) Other related application forms, declaration statements, prospectus, risk disclosure statements and announcements on the Trustee's website shall be deemed an integral part of these Trust Agreement Terms.
- (v) The Trustee may set or amend the minimum thresholds or operating rules with respect to the transactions under the Trust by notice to the Settlor or by posting an announcement

on the Trustee's business premises or website; the Settlor agrees to comply with such thresholds and rules.

- (vi) **With respect to the rights, obligations and investment risks associated with the Trust, the Settlor has carefully read the investor brochures, prospectus or product explanatory documents provided by the Trustee, or agrees to obtain the above information from the websites designated by the issuers (master agents) or fund companies, the Market Observation Post System (MOPS) or Fund Clear's website (offshore funds section). The Settlor fully understands the rights, obligations and investment risks associated with the Trust and agrees to abide by these Trust Agreement Terms. If the Settlor invests in an investment target which has not been approved by the competent authority, the product prospectus may be provided in Chinese or in English.**
- (vii) **If the Settlor has any question or suggestion regarding the products or services provided under these Trust Agreement Terms, the Settlor may contact the Bank through the following channels:**
 - 1. **Customer service hotline: (02)2383-1000.**
 - 2. **The Bank's business units during business hours.**
- (viii) The Settlor agrees that the Trustee and its agents may record their oral and telephone conversations with the Settlor in connection with the business dealings and transactions under these Trust Agreement Terms, and may determine at their own discretion how long such recordings shall be retained. The recordings may be submitted as evidence in any proceedings or litigation against the Settlor or any interested party.
- (ix) If the beneficiary rights under these Trust Agreement Terms are subject to enforcement by a court or subject to restrictions on their exercise imposed by a competent authority, the Trustee may directly seize, redeem, sell or dispose of said beneficiary rights or terminate these Trust Agreement Terms without further notice, and may act in accordance with the orders of or measures put in place by the court or competent authority.
- (x) **Statement of Compliance with FATCA**
 - 1. The Settlor understands that any false statement about his/her/its U.S. tax status will be subject to penalties of perjury under U.S. laws. The Settlor agrees to truthfully declare his/her/its tax status under U.S. tax law. The definition of "U.S. tax status" shall be that which is provided under U.S. tax law (including without limitation U.S. companies, legal entities, citizens, residents, green card holders and bona fide residents).
 - 2. Unless the Settlor voluntarily declares otherwise when entering into these Terms and Conditions, the Settlor hereby declares that he/she/it "does not" have a U.S. tax status that is subject to U.S. federal income tax regulations.
 - 3. The Settlor agrees to voluntarily notify the Trustee within 30 days if he/she/it becomes a U.S. company, legal entity, citizen, resident, or obtains U.S. permanent residency or any other U.S. tax status.
 - 4. The Settlor shall be obligated to provide truthful information in his/her/its voluntary notifications, or when the Trustee has reasonable doubts and thus inquires about his/her/its U.S. citizenship or other U.S. tax status. The Settlor also agrees to truthfully complete and sign all relevant U.S. IRS forms such as Form W-9, Form W-8BEN or Form W-8BEN-E, and issue and provide to the Bank all necessary documents as required by applicable U.S. tax law. If the Settlor fails to perform

said obligations, the Settlor agrees to indemnify the Trustee against any expense, loss, penalty or other similar payments that may be incurred/paid due to its failure to comply with applicable U.S. tax law.

5. The Trustee will perform its FATCA-related obligations with respect to the Trust in accordance with all applicable requirements under the FATCA and intergovernmental agreements. The Settlor undertakes that, except for the services exempted from these regulations, it shall comply with all applicable requirements under the FATCA and intergovernmental agreements, and agrees to cooperate with the Trustee in the latter's performance of its FATCA-related obligations in accordance with all applicable requirements under the FATCA and intergovernmental agreements.

(xi) Special Terms on International Data Transmission

If the Settlor is subject to the laws, regulations and restrictions of another country due to his/her/its residency or nationality of such country or due to any other reasons not attributable to the Trustee, the Settlor agrees that the Bank may collect, process, use and internationally transmit his/her/its personal information and information relating to his/her/its account transactions, and may carry out all necessary procedures, in accordance with the laws, regulations and restrictions of such country. The Settlor shall ensure that he/she/it fully understands the local laws (including without limitation tax or accounting-related regulations) of the country of the foreign address provided thereby to the Trustee. If the Settlor fails to comply with, or violates, the laws of said country, any loss or legal liability so caused shall be borne solely by the Settlor, and shall have no bearing on the Trustee.

- (xii) **If the Settlor subscribes for a Franklin Templeton fund registered in the U.S., and a transaction is subsequently deemed by the offshore fund company to involve short-term trading, the Settlor agrees that the Trustee may provide information about the Settlor, such as identity card number and other relevant information, to the offshore fund company and its master agent in order to satisfy the requirements at the place of registration of the offshore fund.**

- (xiii) **The Trustee may appoint a third party to carry out certain business activities (including without limitation the printing and delivery of reports, account statements, and transaction reports) on behalf of the Trustee where necessary.**

- (xiv) The Settlor agrees to receive telemarketing phone calls from the Trustee regarding its financial products, such as deposit, loan, credit card, insurance, investment and wealth management, and acknowledges that the Settlor may, at any time, request the Trustee to stop telemarketing by : (1) informing the Trustee during telemarketing phone calls; or (2) calling the service hotline provided by the Trustee (0800-818001).

Chapter 6 Appendix

Fee Schedule for Deposit/Remittance Services

No.06/25-1

NTD Service	Rate (Unit: NT\$)	NTD Service	Rate (Unit: NT\$)
Interbank transfer	Single transaction remittance amount <= NT\$ 2 million: NT\$30 Single transaction remittance amount > NT\$ 2 million: an additional NT\$10 for every additional NT\$ 1 million	Interbank cash remittance	Single transaction remittance amount <= NT\$ 2 million: NT\$100 Single transaction remittance amount > NT\$ 2 million: an additional NT\$50 for every additional NT\$ 1 million
Interbranch transfer	Fees vary depending on the location of the clearing house: Within the same area: NT\$20 per transaction Not within the same area: NT\$30 per transaction	Interbranch cash remittance	Service fee of NT\$100 per transaction ※ Service fee is not charged for inward remittance to special accounts for futures margin
Printing certificate	Within 6 months: NT\$100 per certificate Beyond 6 months: NT\$200 per certificate ※ An additional NT\$500 will be charged for materials that have been warehoused or archived.	Access CCTV recordings [limited to recordings within the last 2 months] Access audio recordings [subject to the limit on time period set by the competent authority]	NT\$300 per hour ※ An additional NT\$500 will be charged for making a copy.
Reissue General statement /Account statement	General statement: Within 6 months: Free of charge Beyond 6 months: NT\$100 per account Account statement: Within 6 months: NT\$100 per account Beyond 6 months: NT\$200 per account	Issuance of certificate of deposit	Within 6 months: NT\$50 for the first copy, NT\$20 for every extra copy Beyond 6 months: NT\$100 for the first copy, NT\$20 for every extra copy
Deposit instrument collected	Fees vary depending on the location of the clearing house: Within the same area: NT\$5 per instrument Not within the same area: NT\$10 per instrument Remote area: NT\$40 per note	Delay presentation of/revoke instruments ATM card transaction service fees	NT\$50 per instrument Domestic interbank withdrawal: NT\$5 per transaction Domestic interbank transfer (1) Transfer of NT\$500 or less: free for the first transfer of the day for each account (2) Transfer of between NT\$501 and 1,000, or transfer of NT\$500 or less beyond the first

				transfer of the day: NT\$10 per transaction (3) Transfer of NT\$1,001 or more: NT\$15 per transaction
				Domestic interbank deposit: NT\$15 per transaction (to be deducted from the transaction amount)
Signature stamp loss report / change	NT\$100 per account/per main seal	Passbook / certificate of deposit loss report and reissuance		NT\$100 per account
Chip ATM card loss report / replacement / reissuance	NT\$100 per card	Unlock chip ATM card password		NT\$50 per card
Chip ATM card password slip reissuance	NT\$50 per slip	Collection of blank cheques by cheque deposit account holder		NT\$10 per cheque
Revoke cheque (or promissory note) payment instructions	NT\$100 per cheque	Post account denial or post settlement honor		NT\$200 per instrument
Dishonored instrument penalty due to insufficient funds	NT\$200 per instrument	Dishonored instrument cancellation		NT\$150 per instrument
Pledge certificate of deposit to a third party other than the Bank	NT\$100 each time	Closing cheque deposit account, withhold dishonor penalty for unreturned instrument		NT\$200 per instrument
Instrument loss report and stop payment	<u>Report loss of blank cheque:</u> NT\$200 each time <u>Report loss of non-blank cheque:</u> NT\$200 per cheque ※ In the case of blank cheque loss report, if it is subsequently discovered by the TCH that the cheque was not lost or stolen, the Bank will charge the Account Holder an additional NT\$1000 for every cheque.			
BOT cheque issuance	<u>Face value below NT\$ 1 million:</u> NT\$430 per cheque <u>Face value of NT\$1 million or more:</u> NT\$230 per cheque	Conversion to BOT cheque [limited to cheque with a face value of NT\$ 3 million or above]		NT\$200 per cheque
Cashier's cheque issuance	NT\$50 per cheque	Instrument-related creditworthiness inquiry		Type 1 inquiry: NT\$100 per ID Type 2 inquiry: NT\$200 per ID
Closing current deposit account [which has been opened for less than three months]	NT\$100 per account	Closing account by mail-in application		NT\$100 per account

Foreign Currency Service		Rate (Unit: NT\$)	Cable Charge Rate (Unit: NT\$)	Other Fees / Interest
Outward remittance	Telegraph remittance	1. OTC Transfer remittance: NT\$200 per transaction Cash remittance: NT\$400 per transaction 2. Online banking: Free of charge	1. OTC: NT\$400 per transaction 2. Online banking: NT\$300 per transaction	(1) To remit the full amount to the receiving bank, an additional cable fee of NT\$500 will be charged; to remit the full amount to the payee, an overseas banking fee will be charged. (2) The overseas banking fee incurred from the remittance shall be charged based on the actual rate charged by the overseas bank.
	Mail transfer	Transfer remittance: NT\$500 Cash remittance: NT\$700	Free of charge	
	Demand draft	Transfer remittance: NT\$200 per draft Cash remittance: NT\$400 per draft	NT\$400	
	Change of outward remittance	Free of charge	NT\$400 To be charged based on the actual number of messages sent	
	Return remittance / loss report	NT\$250	NT\$400 To be charged based on the actual number of messages sent	
Inward remittance		Manual payment: NT\$300 Direct debit: NT\$200 Online payment: NT\$200	Free of charge	(1) To be charged based on the requirements of the channels above (except that if the validity period for online fund release has expired, the manual payment method fee shall apply.) (2) Service fee to be deducted from the remittance amount.
DBU/OBU remittance within the Bank		Free of charge	Free of charge	
Clean bill purchase		0.1% of the face value of the bill, subject to a minimum amount of NT\$800, to be charged in advance upon accepting the request.	USD bill to be paid in the U.S.: NT\$100 Bill in USD or another currency to be paid outside the U.S.: NT\$300	(1) USD or HKD Cheque: Interest at the foreign currency loan interest rate for 12 days. (2) Cheque in European currencies Interest at the foreign currency loan interest rate for 20 days. (3) CAD Cheque Interest at the foreign currency loan interest rate for 25 days.
Clean bill collection	General bill			
	Purchasing traveler's cheque not sold by the Bank (limited to USD cheque only)	0.1% of the face value of each bill, subject to a minimum amount of NT\$500, to be charged in advance upon accepting the request.	USD bill to be paid in the U.S.: NT\$100 Bill in USD or another currency to be paid outside the U.S.: NT\$300	

Foreign currency traveler's cheque	Purchasing traveler's cheque sold by the Bank	Purchase of US\$1,000 or below: NT\$300 Purchase above US\$1,000: NT\$20 for every additional US\$100 (to be rounded up to US\$100 if below)	NT\$100	Interest at the foreign currency loan interest rate for 21 days.
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Foreign Currency Service		Rate (Unit: NT\$)		Cable Charge Rate (Unit: NT\$)	Other Fees / Interest
Foreign currency cash	Settle in NTD	Payment / withdrawal method		Free of charge	For old series banknotes/damaged banknotes accepted by the Bank, in addition to the Bank's service fees for foreign currency cash, additional processing fees will be charged.
		NTD cash			
		Buy	NT\$200		
	Sell	NT\$200	NT\$100		
Withdrawal of foreign currency deposit	Difference between the Bank's spot selling rate and cash selling rate (the exchange rate difference charged for every dollar of the foreign currency cash), NT\$100 at the minimum.		Free of charge		
Deposit into foreign currency deposit account	Difference between the Bank's spot buying rate and cash buying rate (the exchange rate difference charged for every dollar of the foreign currency cash), NT\$100 at the minimum.		Free of charge		
For old series banknotes/damaged banknotes accepted by the Bank, in addition to the Bank's service fees for foreign currency cash, additional processing fees will be charged as follows:					
Item	Definition			Rate	
Old series banknotes	US\$100 note	Series before 2009 (excluding 2009)			The processing fee for each banknote is NT\$ 50, subject to the minimum amount of NT\$500 per transaction.
	US\$50 note				
	US\$20 note	Series before 2004 (excluding 2004)			
	US\$10 note				
	US\$5 note	Series before 2006 (excluding Series 2006 banknotes with I as the first letter)			
	JPY	Series before 2004 (excluding 2004)			
	HKD	Series before 2010 (excluding 2010)			
Damaged banknotes	Scribbled or stamped on either side of the banknote, or banknotes that are too soiled.				
Banknotes that cannot be accepted	Except for the above, the following banknotes the authenticity of which is difficult to verified will not be accepted by the Bank: missing corner, ripped, glued, smoked, burnt, soaked in water, oil stained, dyed, decomposed, no longer circulated or such banknotes.				

Global MyB2B Service	Rate (Unit: NT\$)	Global MyB2B Service	Rate (Unit: NT\$)
NTD transfer to registered (or unregistered) account	1. Free of charge for intrabank remittance	NTD remittance to registered (or unregistered) account	1. Free of charge for intrabank remittance 2. Remittance of NT\$ 2 million or less: NT\$30, with an additional NT\$10 for every extra NT\$ 1 million
	2. Interbank transfer		
	(1) Transfer of NT\$500 or less: free for the first transfer of the day for each account (2) Transfer of between NT\$501 and 1,000, or transfer of NT\$500 or less beyond the		

		first transfer of the day: NT\$10 per transaction (3) Transfer of NT\$1,001 or more: NT\$15 per transaction		
FEDI remittance to registered (or unregistered) account	Interbank remittance of NT\$ 2 million or less: NT\$30, with an additional NT\$10 for every extra NT\$ 1 million		Batch transaction payee fax service	NT\$2 per piece
DBU outward remittance	NT\$300 or its equivalent		OBU outward remittance	US\$10 or its equivalent
Import L/C issuance	<ol style="list-style-type: none"> 1. Service fee: three months shall constitute one term; 0.25% for the first term; 0.125% for all subsequent terms; NT\$400 at the minimum. 2. Cable charge: NT\$700 3. L/C confirmation fee: based on the rate charged by the overseas bank (0.15% per each piece at first; three months shall constitute one term; US\$100 at the minimum) 		Import L/C amendment	<ol style="list-style-type: none"> 1. Service fee: NT\$300 for each amendment to the general terms. However, if the amendment is to increase the L/C amount, the rate for issuing an L/C shall apply. To extend an L/C, three months shall constitute one term; a charge of 0.125% per term shall apply; NT\$300 at the minimum. 2. Cable charge: NT\$300 for L/C amendment.
Digital Certificate application	<p>[DBU]</p> <ol style="list-style-type: none"> 1. Corporate account: NT\$2,000 (including the NT\$1,000 certificate fee for the first year) 2. Personal account: NT\$1,000 (including the NT\$160 certificate fee for the first year) <p>[OBU]</p> <ol style="list-style-type: none"> 1. Corporate account: NT\$2,000 or its equivalent (including the US\$33 certificate fee for the first year) 2. Personal account: NT\$1,000 or its equivalent (including the US\$6 certificate fee for the first year) 		Certificate renewal	<p>[DBU]</p> <ol style="list-style-type: none"> 1. Corporate account: NT\$1,000 2. Personal account: NT\$160 <p>[OBU]</p> <ol style="list-style-type: none"> 1. Corporate account: US\$33 2. Personal account: US\$6