

MMAb2c Services Agreement

I hereby apply for internet banking services (MMAb2c, easy by Bank SinoPac and other online services) from Bank SinoPac (hereinafter referred to as Bank SinoPac), and after the negotiation with Bank SinoPac, in addition to complying with Bank SinoPac's General Agreement on Account Opening and all relevant laws and regulations of the region of the application, after reviewing and fully understanding the terms and conditions, I agree to sign and abide by the following terms and conditions. The agreement shall be reviewed detailedly by the client within reasonable time (for at least five days).

I. Bank information

(I) Taiwan Client Service Center

Telephone: 0800-588-800 \((02)2191-1005

Fax: (02)2191-1001

Address: 20F, No. 2, Zhongzheng 3rd Road, Xinxing District, Kaohsiung City, Taiwan

Email: mmab2c@sinopac.com

(II) Hong Kong Branch Telephone: 852-2907-6968

Fax: 852-2907-6828

Address: 18F, One Peking, 1 Peking Road, Tsim Sha Tsui, Kowloon, Hong Kong

Email: hkservice@sinopac.com

(III) Macau Branch

Telephone: 853-8809-6873

Fax: 853-2871-5186

Address: Avenida Doutor Mario Soares, Finance & IT Center of Macau 9F, Macau

Email: moservice@sinopac.com

(IV) Vietnam Ho Chi Minh City Branch

Telephone: 84-28-3822-0566

Fax: 84-28-3822-0560

Address: Friendship Tower, 9F, 31 Le Duan, District 1, Ho Chi Minh City, Vietnam

Email: mmab2bvn@sinopac.com

II. Scope of the Terms of Service

This agreement is a general agreement for internet banking services (including: MMAb2c, easy by Bank SinoPac (easy APP) and other online services). It is subject to this agreement unless otherwise agreed in individual contracts. Individual contracts shall not conflict with this agreement. However, if the individual contract is more favorable to the protection of the applicant, the individual contract shall prevail. In case of doubt, this agreement shall be construed in favor of the consumer.

III. Definitions

- (I) "MMAb2c, easy by Bank SinoPac and other online services" : It refers to the client-end computer or electronic device connected to Bank SinoPac's computer via the internet for the client to directly access various financial services provided by Bank SinoPac, without the need to visit Bank SinoPac in person.
- (II) "Electronic document": It refers to the text, sound, picture, image, symbol, or other information



transmitted by Bank SinoPac or clients via internet connection, which is a record made by electronic or other methods that cannot be directly recognized by human perception but is sufficient to express the intent for electronic processing.

- (III) "Digital signature": It refers to the digital data of a certain length calculated by mathematical algorithms or other means from an electronic document and encrypted with the signatory's private key to form an electronic signature that can be authenticated by a public key.
- (IV) "Certificate": It refers to an electronic certificate containing signature verification information to be used to confirm the identity and qualification of the signatory.
- (V) "Private key": It refers to the paired digital data that is kept by the signatory to create a digital signature.
- (VI) "Public key": It refers to the paired digital data that is disclosed to the outside world to verify the digital signature.
- (VII) "Online Password": It refers to a password assigned by Bank SinoPac to a client when the client applies for online services. It is used to confirm the identity of the client when the client logs on to the website, and can be changed by the client on the website. This password should be used together with the client's ID number and user code to log in to the website to use Bank SinoPac's services.
- (VIII) "User code": It refers to a code assigned by Bank SinoPac to a client when the client applies for the online service, which is used to confirm the client's identity when the client logs on to the website, and it can be changed by the client on the website. This code should be used together with the client's ID number and Online Password to log in to the website to use Bank SinoPac's services.

IV. Webpage confirmation

Before using internet banking, clients must confirm the correct website address of the internet banking; if there are any questions or doubts, please call the client service/branch in the area for inquiries. Bank SinoPac shall inform clients of the risks of the internet banking application environment in a manner that is understandable to the general public. Bank SinoPac shall exercise due care and diligence of a prudent businessperson to maintain the accuracy and security of the website at all times, and keeps an eye out for forged websites in order to avoid any damage to clients' rights.

V. Service items

Bank SinoPac's services are limited to those approved by the competent authorities. Clients can use internet banking for (1) inquiries on deposits, loans, and various accounts (including all existing and future deposit and loan accounts); (2) fund transfer services; (3) New Taiwan Dollar and foreign currency transfer/exchange services; (4) foreign currency remittance services; (5) personalized function services; (6) fund and trust services; and (7) other items agreed by Bank SinoPac. However, if the abovementioned MMAb2c Service item needs to be conducted in writing, the client himself/herself still needs to fill out the relevant paperwork before the procedures can be completed. The client agrees hat the service items are subject to the service items provided on Bank SinoPac's internet banking services, and there is no need to apply item by item. The business application form provided by MMAb2c is regarded as a part of this agreement and has the same effect as this agreement.

Bank SinoPac shall ensure that the relevant information presented on the internet banking website is correct, and its obligations to consumers shall not be less than that to the content of the website. The services stipulated in this agreement are online services that are completed once they are provided and are not subject to the provisions of Paragraph 1, Article 19 of the Consumer Protection Act on rescission.

VI. Network used for the connection

Bank SinoPac and the client agree to use the internet for the transmission and reception of electronic documents. Bank SinoPac and the client shall enter into a network service contract with each such network operator for their rights and obligations, and each shall bear the cost of network use.

VII. Receiving of and responding to electronic documents

Upon receiving of an electronic document containing a digital signature or agreed by Bank SinoPac and the client for identification purposes, Bank SinoPac shall, in addition to the matters to be inquired about, provide the website containing the important information of the said transaction



electronic document for the client's re-confirmation and then check and process it in real time, and notify the client of the results of the check and processing by telephone, writing, e-mail or other means agreed upon by both parties. Any electronic document received by Bank SinoPac or the client from the other party with un-identifiable identity or content is deemed non-transmitted from its inception. However, when Bank SinoPac is able to determine the client's identity, it should immediately notify the client of the fact that the content is not identifiable by telephone, writing, email or other mutually agreed means.

VIII. Non-execution of electronic documents

Bank SinoPac may not execute any received electronic documents if any of the following applies:

- (I) There are specific reasons to doubt the authenticity of the electronic document or the correctness of the specified matters.
- (II) Bank SinoPac's handling in accordance with the electronic documents will violate relevant laws and regulations.
- (III) Bank SinoPac is unable to debit the fees the client should pay from the client's account due to the reason attributable to the client.

If Bank SinoPac does not execute the electronic document specified in the preceding paragraph, Bank SinoPac shall also notify the client of the reasons and circumstances of non-execution via mutually agreed means, and the client may confirm them to Bank SinoPac by telephone, writing or e-mail after being notified.

IX. Time limit for electronic document exchange operations

Electronic documents are automatically processed by Bank SinoPac's computers. The electronic documents sent by the client cannot be withdrawn after it has been transmitted to Bank SinoPac and after the client confirms the correctness of the content in accordance with the reconfirmation mechanism provided by Bank SinoPac as per Article 7. However, any unexpired scheduled transaction may be withdrawn or modified within the period specified by Bank SinoPac. After an electronic document is transmitted to Bank SinoPac via the internet, when the transaction cannot be completed on the same day as Bank SinoPac's computer automatic processing has exceeded Bank SinoPac's online service closing time (The online service hours of the day for each type of transactions will be reminded and disclosed on each of the transaction page in accordance with the regulations of individual transactions. The exception is for the days when Bank SinoPac is closed to the public according to the regulations. If there is any special service time due to the particularity of the service item, Bank SinoPac may separately agree or announce the service time.) of the day for the said transaction or due to other force majeure factors, Bank SinoPac shall notify the client by an electronic document immediately, and the transaction will be processed on the next business day or the next business day after the force majeure event ends, or in accordance with other agreed methods. If Bank SinoPac is unable to provide the services due to special factors (e.g. routine system maintenance), Bank SinoPac may make a prominent announcement on Bank SinoPac's website.

X. Fees

From the date of using the service under this agreement, the client shall pay the service fee, handling fee, postage, and cable fee in accordance with Bank SinoPac's "Charge Standards and Announcements" and authorize Bank SinoPac to debit the client's account. Bank SinoPac shall not collect service fees that are not specified on the said standards/announcements. In the event of any adjustment to the fee standards specified in the preceding paragraph, Bank SinoPac shall announce details thereof 60 days prior to the effective date of the adjustment in a prominent place on the Bank SinoPac's website in place of sending a notice, unless the said adjustment is beneficial to clients. If the case of disagreeing with the fee adjustment, the client shall terminate the agreement within the aforesaid period; if not, the client will be determined as agreeing with the said adjustment.

XI. Client software and hardware installation and risk

Clients shall install the required computer software, hardware, and other security-related equipment at their own expenses when applying for the services under this agreement. **Installation costs and risks are borne by the client.**



If the software and hardware equipment and related documents specified in Paragraph 1 are provided by Bank SinoPac, Bank SinoPac only agrees for the client to use them within the agreed service scope, and may not transfer, lend or deliver them to a third party in any way. Bank SinoPac shall also specify the minimum software and hardware requirements for this service on the website and the packaging of the software and hardware provided, and bear the risks of the software and hardware provided. Upon termination of this agreement, if Bank SinoPac requests the return of the relevant equipment specified in the preceding paragraph, it shall be limited to what is specifically agreed in this agreement.

XII. Client's connection and responsibility

If Bank SinoPac has a special agreement with the client, the connection must only be made after necessary testing. The client shall be responsible for the custody of the User Code, password, certificate, and other tools sufficient for identification provided by Bank SinoPac's website.

If the client enters the password specified in the preceding paragraph incorrectly for five consecutive times, Bank SinoPac's computer shall automatically stop the client from using the service under this agreement. If the client intends to resume the use of the service, he or she shall follow the relevant procedures.

XIII. Verification of transactions

After processing each transaction instruction, Bank SinoPac shall notify the client via an electronic document or by the method agreed upon by both parties, and the client shall verify the results for any errors. If there is any discrepancy, the client shall notify Bank SinoPac in writing or other mutually agreed means within 45 days from the date of completion of use. Bank SinoPac shall provide the transaction statement of the previous month for the client monthly in an electronic document or other mutually agreed means. If, after verification, the client believes that there is an error in the transaction statement, the client shall notify Bank SinoPac in writing or in a mutually agreed manner within 45 days of the date of receipt. Bank SinoPac shall conduct an investigation into the client's notice immediately, and reply to the client in writing on the situation or results of the investigation within 30 days from the date the notice is served to Bank SinoPac.

XIV. Handling of electronic document errors

Bank SinoPac shall assist the client to correct any errors in the electronic documents for the client's using of the service under this agreement which are not attributable to the client and provide other necessary assistance. When an error occurs in the service specified in the preceding paragraph due to a cause attributable to Bank SinoPac, Bank SinoPac shall correct it immediately after becoming aware of it, and notice the client by an electronic document or a method agreed by both parties. If the client uses the service under this agreement and an error occurs in the electronic document for any reason attributable to the client, Bank SinoPac shall, upon notification by the client to Bank SinoPac of any error in the inward-transferring financial institution code, deposit account number or amount to be transferred in the client's application or operation that results in a fund transfer to another person's account or a transfer of an incorrect amount, conduct the following:

- (I) Provide the details and relevant information of the said transaction in accordance with relevant laws and regulations.
- (II) Notify the inward transferring bank to assist in processing.
- (III) Report processing situation.

XV. Legal authorization and liability of electronic documents

Bank SinoPac and the client shall ensure that all electronic documents transmitted to the other party are legally authorized. If Bank SinoPac and the client discover that a third party has fraudulently used or stolen the User Code, password, certificate, or private key or there are any other circumstances that are not legally authorized, Bank SinoPac and the client shall immediately notify the other party by phone, writing, email or mutual agreed means to stop the use of the said service and take precautionary measures. Bank SinoPac shall be liable for the effectiveness of the service taken place to third parties' use prior to Bank SinoPac's acceptance of the notice specified in the preceding paragraph, unless there is any of the following situations:

(I) Bank SinoPac can prove that the client is intentional or negligent.



(II) It is more than 45 days after Bank SinoPac notifies the client of the verification of the transaction information or bill in the method agreed by both parties. However, if the client is unable to be notified due to special reasons (e.g. long-distance travel and hospitalization), it is more than 45 days since such special reasons end, unless Bank SinoPac is deliberate or negligent.

The identification expenses arising from the fraud and misappropriation specified in Paragraph 1 shall be borne by Bank SinoPac.

XVI. Information system security

Bank SinoPac and the client shall ensure the security of the information systems they use to prevent unauthorized access to, acquisition of, tampering with, or destruction of business records or the client's personal data. In the event that a third party breaches the protection measures of Bank SinoPac's information system or exploits a vulnerability in Bank SinoPac's information system, Bank SinoPac shall bear the burden of proof for the non-existence of such fact. Bank SinoPac shall be liable for any damage to the client by a third party's hacking into Bank SinoPac's information system.

XVII.User service application and agreement

- (I) Cross-regional clients who apply to Bank SinoPac (including overseas regions) for the client service of the Chinese Business Personal Financial Network are required to fill in the client general information and the correspondent bank details as stated in Bank SinoPac's MMAb2c.com Application/ Modification Form as the basis for applying to Bank SinoPac for this service, and also authorize that Bank SinoPac may obtain account information or transmit transaction information through Bank SinoPac's software and hardware equipment connecting to the client's correspondent bank. The term "account" includes bank accounts that have been opened by the client with a regional correspondent bank and those that will be opened in the future. The term "transactions" is subject to the scope permitted or provided by each correspondent bank.
- (II) The client agrees to use this service for remittance, and when Bank SinoPac acts as the remittance bank, the following terms and conditions shall be observed:
 - 1. Unless otherwise instructed by the remitter, the remittance will be paid in the legal tender of the country where the payment is made.
 - 2. Bank SinoPac is not responsible for obtaining receipts from the payee.
 - 3. Bank SinoPac is not obligated to refund any remittances until Bank SinoPac receives notifications from relevant correspondent banks, agencies, etc., to confirm the cancellation of the remittance. If the remittance has been converted into foreign currency, Bank SinoPac may refund the remittance by converting the remittance to the original currency at Bank SinoPac's quoted buying exchange rate on the day, after deducting the fees and charges of Bank SinoPac, the relevant correspondent banks and agents, etc. However, Bank SinoPac shall not be responsible for any loss arising from the exchange. If it is deemed to be necessary, Bank SinoPac may release Bank SinoPac's liability by transferring the acquired rights against the correspondent banks, agencies, etc., as a result of the cancellation of the remittance to the remitter.
- (III) The client agrees that all trade secrets (as defined by Bank SinoPac), terms and conditions of the service, instructions for use, all attachments and all related information relating to Bank SinoPac that come to the client's knowledge as a result of using the service are Bank SinoPac's confidential information and shall not be disclosed in any way by the client to any third party without the prior written consent of Bank SinoPac.
- (IV) The client confirms that all lawful procedures have been followed in applying to Bank SinoPac for the service and that the client is legally authorized to sign this application form and fill in all relevant documents, and agrees to provide such necessary documents as may be required by Bank SinoPac from time to time.
- (V) The client agrees that in order to use the cross-regional service, Bank SinoPac needs to internally (including overseas regions) share, store or transmit information about the client, the client's user or account information, etc. The sharing, storage or transmission of the aforementioned information shall be done in a confidential manner, and the confidentiality obligations shall be dedicatedly complied with in accordance with the provisions of Paragraphs 3 and 4, Article 18.



- (VI) The client agrees that Bank SinoPac may provide information related to the client's transactions with Bank SinoPac to the appointed agents for transaction processing or other domestic and international financial institutions (including SWIFT, the global financial telecommunications association), Consortium banks, other cooperative institutions (including Bank SinoPac head office and its overseas affiliates, competent authorities) for specific purposes in compliance with the business registration items or articles of association of the aforementioned institutions. Bank SinoPac and the mentioned institutions may collect, process, and utilize the client's personal information as needed. If there are any changes to the personal information, the client agrees to inform Bank SinoPac immediately. If Bank SinoPac has reasonable grounds to believe that the aforementioned information is incorrect, Bank SinoPac may reserve the right to terminate or suspend the use of the MMAb2c Chinese Business Personal Financial Network or overseas Mobile Banking service, either in part or in full.
- (VII) The client understands and agrees that the establishment and maintenance of MMAb2c Chinese Business Personal Financial Network or overseas Mobile Banking are conducted by Bank SinoPac at its head office in Taiwan for the purpose of providing related services through its banking and server infrastructure. Bank SinoPac holds the ultimate responsibility for this service.

XVIII. Confidentiality obligations

- (I) Unless otherwise required by law, Bank SinoPac and the client shall ensure that the electronic documents exchanged for the use or the client's information obtained from the execution of the services of this agreement will not be leaked to third parties, or used for purposes unrelated to this agreement. In the event that a third party is informed with the consent of the client, the third party shall be subject to the confidentiality obligations of this Article.
- (II) If the third party specified in the preceding paragraph does not comply with this confidentiality obligation, it shall be deemed as a breach of the client's obligation.
- (III) MMAb2c complies with the regulations of the relevant personal data protection laws of the Republic of China, the Hong Kong Special Administrative Region, the Macau Special Administrative Region, the Socialist Republic of Vietnam and the region where the client's account is located (including but not limited to the Personal Data Protection Act of Taiwan, Vietnam and Macau, the Personal Data (Privacy) Ordinance of Hong Kong and related amendments, and the code of conduct promulgated by the competent authorities).
- (IV)The information provided by the client is subject to the privacy protection of MMAb2c. For related content, please refer to the "Privacy protection" section of MMAb2c.

XIX. Liability for damages

Bank SinoPac and the client agree that in case of any delay, omission or error in the transmission or receipt of electronic documents in accordance with this agreement that is attributable to one of the parties, causing the other party to suffer damages, the party shall be liable for damages incurred by the other party.

XX. Record retention

Bank SinoPac and the client shall retain electronic document records of all transaction instructions (including e-finance) and shall ensure their authenticity and integrity. Bank SinoPac shall exercise due care and diligence in the retention of the records specified in the preceding paragraph. The retention period shall be at least five years; however, the retention period shall be five years after the loan is fully repaid for credit contracts, and the first KYC data shall be kept permanently; the remaining trust contract related documents shall be kept for a period of not less than three months plus the duration of the product, and if less than five years, shall be kept for at least five years, or longer if required by other laws and regulations.

XXI. Effectiveness of electronic documents

Bank SinoPac and the client agree to use electronic documents as a means of representation and the electronic documents exchanged in accordance with this agreement shall have the same effect as written documents, unless otherwise excluded by law.



Bank SinoPac and the client agree that the contract for deposit, credit, credit card and wealth management services may be signed in accordance with the Electronic Signatures Act or the security regulations set forth in the "Standards for the Security Management Operation of Electronic Banking Business of Financial Institutions" as a basis for identification and agreement to the terms and conditions of this contract, and no separate signature or seal is required.

XXII.Client's termination of service

The client may terminate this agreement at any time, but shall do so in person, in writing or by mutually agreed means.

XXIII.Bank's termination or suspension of services

(I) Bank SinoPac may terminate this agreement by giving a 30-day prior written notice to the client.

Bank SinoPac may terminate this agreement at any time in writing or by mutually agreed means to notify the client of the termination of this agreement, if the client has any of the following circumstances:

- 1. The client transfers the rights or obligations of this agreement to a third party without the consent of Bank SinoPac.
- 2. The client claims bankruptcy under the Bankruptcy Law or claims reorganization or liquidation under the Consumer Debt Clearance Act.
- 3. The client violates the legal authorization and responsibility for electronic documents and the security and confidentiality obligations of the information system under this agreement.
- 4. The client violates other stipulations of this agreement and fails to fulfill the request to improve after a reminder or a deadline.
- 5. The client violates the stipulations of the "General Account Opening Agreement" signed when opening the account at Bank SinoPac, resulting in the termination of the deposit account.
- (II) When the client uses the internet to make a foreign exchange settlement registration, Bank SinoPac may suspend the client's use of the service for foreign exchange transactions at any time without prior notice, if Bank SinoPac monitors the account transactions or makes an assessment of objective facts to find that there is a suspected case of registration avoidance via multiple partial registrations, intentional failure to register or inaccurate registering.
- (III) For a cross-regional client who has only accounts in Taiwan, Bank SinoPac will terminate the service.
- (The terms and conditions of the "General Agreement on Account Opening" have been announced and disclosed on Bank SinoPac's business premises and website. Please refer to the relevant agreement and feel free to obtain a paper copy of the agreement from Bank SinoPac's staff at the business premises.)

XXIV.Revision of Terms of Service

In the event of any modification, addition or deletion to **this agreement**, Bank SinoPac may notify the client in writing, by electronic document, by prominently posting the contents of such notice on Bank SinoPac's business premises or website, or by any other means agreed upon by both parties, and if the client does not object to such modification, addition or deletion within 7 days commencing with Bank SinoPac's notice thereof, the client shall be deemed to accept such modification or addition or deletion. However, if there are any changes in any of the following matters, the client shall be notified in writing or by mutually agreed means 60 days prior to the change; the changes, the contents of the old and new agreements, and informing the client that he/she can express his/her objection before the change takes effect and it will be deemed to have acknowledged the modification or addition or deletion of the contract if the client does not object within the period shall be clearly stated in conspicuous and unambiguous language in the written notice or the mutually agreed means. In addition, the client shall be informed that if there are any objections, the client shall notify Bank SinoPac to terminate this agreement within the objectionable time of the preceding paragraph:



- (I) The means for Bank SinoPac or the client to notify the other party in case that a third party uses or steals the User Code, password, certificate, or private key, or there are any other unauthorized circumstances.
- (II) Other matters stipulated by the competent authorities.

XXV. Service of documents

The client agrees that the email address set out in the "MMAb2c.com Application/Modification Form" shall be the place of service of the relevant document. In case of email address change, the client shall go to Bank SinoPac's counter in person or contact client service center to process the updates. The change can only be made after a dedicated representative verifies their identity and successfully completes email OTP verification.

XXVI.Applicable law

This agreement shall be governed by and construed in accordance with the laws of the Republic of China.

XXVII.Court jurisdiction

Regarding any dispute arising from this agreement, Bank SinoPac and the client agree that the court of first instance should be the local court of the place where the Bank's head office or the branch with which the client has business dealings is located. Nevertheless, the applicability of Article 47 of the Consumer Protection Act or Paragraph 2 of Article 28 and Article 436-9 of the Code of Civil Procedure shall not be excluded.

XXVIII.Titles

The titles of this agreement are provided for convenience only, and do not affect the interpretation, description and understanding of the relevant terms and conditions of this agreement.

XXIX.Clients' using of internet banking services should be conducted in the following ways:

- (I) The User Code and Online Password settings are as follows:
 - 1. User Code: The code you provided at the online bank after you open an account and complete an online banking application form or activate for MMAb2c membership. Such code must be 6-12 characters in length, with at least one letter and one digit, and different from your User ID or Online Password. Uppercase and lowercase letters are deemed different and shall not contain spaces or any symbols. Do not use 4 digits or more in repeating, ascending, or descending letters or numbers in a row.
 - 2. Online Password: A password created by yourself at the online bank that contains 6-20 characters with at least one letter and one digit. It must be different from your User ID or User Code. Uppercase and lowercase letters are deemed different and shall not contain spaces or any symbols. Do not use 4 digits or more in repeating, ascending, or descending letters or numbers in a row.

(II) Transaction limit:

Transaction limit may vary by country, the client can get information by enter the Bank SinoPac' website as follows:

- 1. MMAb2c Website>MyB2C>Q&A>Online Remittance Services
- 2. easy APP Website>FAQs>Transfer Transactions

However, if there are other means agreed upon by both parties, the agreements shall prevail.

XXX.Service suspension or interruption

Bank SinoPac may suspend or interrupt all or part of the service after notifying the client in a prominent manner on the website in advance, except in the following circumstances:

- (I) When system equipment must be maintained immediately for any reason;
- (II) The system service is interrupted due to the condition of the telecommunication service connected to this system.
- (III) The system cannot be implemented due to natural disasters and other force majeure factors;



- (IV) Other reasons not attributable to this website;
- (V) Other emergency situations that cannot be notified in advance.

XXXI.Notices

Notices from Bank SinoPac's website to clients may be made by telephone, writing, email or posting on Bank SinoPac's website.

XXXII.Handling of consumer disputes

In order to protect clients' rights and interests, when clients have doubts about this service, in addition to writing, the client can also submit complaints or reflect opinions to Bank SinoPac through the contact method recorded in Bank SinoPac's information in Article 1 of this agreement. After accepting the complaints, Bank SinoPac will assign specific personnel to clarify the reasons with the client and will reply the handling results to the client.

XXXIII. This agreement is written in Chinese and English. If there is any discrepancy between the Chinese and English content, the Chinese text shall prevail.